Attachment 5

Property Management Agreement

[See attached]

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO:

The City of Oakland
250 Frank H. Ogawa Plaza, 3rd Floor
Attn: Real Estate Department
Oakland, CA 94612

(Space Above For Recorder's Use)

PROPERTY MANAGEMENT AGREEMENT

between

THE CITY OF OAKLAND

"City"

and

THE OAKLAND REDEVELOPMENT SUCCESSOR AGENCY

and

CALIFORNIA CAPITAL & INVESTMENT GROUP, INC.

"Manager"

10/23/12

Effective Date

TABLE OF CONTENTS

1. APPOINTMENT OF MANAGER. 1
   1.1 Effectiveness of Agreement 1
   1.2 Engagement 1
   1.3 Term of Agreement 2
   1.4 Partial Termination 2
   1.5 Deliveries Upon Expiration, Termination 2
2. PROPERTY MANAGEMENT SERVICES 3
   2.1 Operating Budget 3
   2.2 Operating Account 4
   2.3 Lease Management 4
   2.4 Management 5
   2.5 Manager's Indemnity 7
   2.6 Licensing 9
   2.7 Duties of Owner. 9
   2.8 Owner's Approval 11
3. MATERIALS HANDLING SERVICES 11
   3.1 Acceptance Criteria 12
   3.2 Preparation of Work Plan 12
   3.3 Management of Stockpiled Materials 12
   3.4 Ownership of Materials 13
   3.5 Tipping Fees; Costs 13
   3.6 Mobilization Fee 13
   3.7 Defense, Indemnity and Hold Harmless 13
   3.8 Community Benefits 15
   3.9 Owner's Approval 15
4. PROJECT CONSTRUCTION MANAGEMENT SERVICES 15
   4.1 Bridging Scope of Services 15
   4.2 Design-Build Scope of Services 17
   4.3 Miscellaneous Provisions 21
5. MISCELLANEOUS. 24
   5.1 Books and Records 24

5.2 Owner's Representatives 26
5.3 Right of Entry 27
5.4 Agents/Brokers 27
5.5 Assignment 27
5.6 Publicity 27
5.7 City of Oakland Campaign Contribution Limits 27
5.8 Nuclear Free Zone Disclosure 27
5.9 Arizona and Arizona-Based Businesses 28
5.10 Dispute Disclosure 28
5.11 Political Prohibition 28
5.12 Religious Prohibition 28
5.13 Business Tax Certificate 28
5.14 Governing Law 28
5.15 Notices 28
5.16 Entire Agreement of the Parties 29
5.17 Modification 29
5.18 Severability/Partial Invalidity 29
5.19 Time of the Essence 30
5.20 Inconsistency 30
5.21 Progress Meetings 30
5.22 Independent Contractor 30
5.23 Authority 31
5.24 Attorney's Fees 31
5.25 Counterparts 31
5.26 Waiver of Consequential Damages 31
5.27 Public Records 31
5.28 Insurance 31

Exhibit A - Legal Description of the Gateway Development Area
Exhibit B - Leases and Other Agreements
Exhibit C - Draft Operating Budget
Exhibit D - Insurance Requirements
Exhibit E - Design-Build Team
Exhibit F-1 - Acceptance Criteria
Exhibit F-2 - General Form of Certification Transmittal

Exhibit G - Community Benefits
Exhibit H - Bridging Scope of Services
Exhibit I - Approved Contract
Exhibit J - Bridging Documents Schedule
Exhibit K - Reimbursement Provisions
Exhibit L - Approved Budget -- Bridging Scope of Services
Exhibit M - Acknowledgement of Campaign Contribution Limits
Exhibit N - Nuclear Free Zone Disclosure Form
Exhibit O - Independent Contractor Questionnaire

PROPERTY MANAGEMENT AGREEMENT

THIS PROPERTY MANAGEMENT AGREEMENT ("**Agreement**") is made as of this 23rd day of October, 2012 (the "**Effective Date**") by and between the City of Oakland, a municipal corporation and acting both in its capacity as an independent municipal corporation and ("**City**") the Oakland Redevelopment Successor Agency ("**ORSA**"), and California Capital & Investment Group, Inc., a California corporation ("**Manager**"). The City and ORSA are collectively referred to herein as the "**Owner**."

RECITALS

A. Owner and Prologis CCIG Oakland Global, LLC ("**Developer**") have entered into that certain Lease Disposition and Development Agreement, dated 10/23/12 (the "**LDDA**") with respect to the development and ground lease of that certain real property, located in the City of Oakland, that was previously a part of the former Oakland Army Base. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the LDDA.

B. Owner is the owner of certain real property commonly referred to as the East, Central, West and North Gateway areas and the AMS Site and further described in Exhibit A, attached hereto (the "**Gateway Development Area**"). The Gateway Development Area is subject to one or more leases and other agreements for commercial uses, which agreements are described in Exhibit B.

C. Manager has the personnel, facilities and experience necessary and suitable to manage and operate the Gateway Development Area; manage the intended Materials Handling Operation (defined below); and act as Owner's project construction manager for the design and construction of the Public Improvements.

D. The parties have entered into this Agreement pursuant to Section 1.3.2 of the LDDA in order to (1) provide for the management of the Gateway Development Area between the execution date of the LDDA and the completion of construction of the Public Infrastructure; (2) implement the Materials Handling Operation; and (3) engage Manager as Owner's project construction manager with respect to the design and construction of the Public Infrastructure, all on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, the parties agree as follows:

1. APPOINTMENT OF MANAGER.

1.1 Effectiveness of Agreement. Although this Agreement is being executed pursuant to the LDDA, Owner agrees that Owner's failure to obtain any of the third party approvals set forth in Section 2.2.1 of the LDDA shall not be a defense to the enforcement of any Owner obligation under this Agreement, all of which are binding on Owner in its capacity as a municipal corporation.

1.2 Engagement. Owner hereby engages Manager to exclusively (a) manage and operate the Gateway Development Area pursuant to the provisions of Section 2 of this

Agreement ("**Property Management Services**"); (b) implement the materials handling operation pursuant to Section 3 of this Agreement (the "**Materials Handling Services**"); and (c) act as Owner's project construction manager for the design and construction of the Public Infrastructure pursuant to the provisions of Section 4 of this Agreement ("**Project Construction Management Services**") (collectively, the "**Services**"). Manager hereby accepts such engagement and agrees to perform the Services pursuant to this Agreement. With respect to such engagement, Owner hereby authorizes Manager to exercise, subject to the terms and conditions hereof, such powers as may be necessary or appropriate for the performance of the Services.

1.3 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall expire on the earliest to occur of the following events:

1.3.1 The date that is five (5) years after the Effective Date;

1.3.2 The expiration or termination of the LDDA; and

1.3.3 Upon a party's default hereunder and failure to cure such default within thirty (30) days after the defaulting party's receipt of written notice from the other party; provided, however, if the nature of the default is such that it may not be cured within thirty (30) days, the applicable party shall be deemed to have timely cured the default if it commences the cure within thirty (30) days and thereafter diligently pursues the cure to completion.

1.4 Partial Termination. Notwithstanding any term or provision set forth in this Agreement to the contrary, this Agreement shall automatically terminate with respect to the applicable portion of the Gateway Development Area upon the following events:

1.4.1 With respect to the East Gateway, Central Gateway or West Gateway, upon the execution of the applicable Ground Lease and the close of escrow on such Phase pursuant to the terms of the LDDA;

1.4.2 With respect to the North Gateway (or applicable portion thereof), upon Owner's delivery of written notice to Manager of Owner's obligation to deliver possession of all or a portion of the North Gateway to a third party pursuant to a conveyance agreement with a third party; and

1.4.3 With respect to the AMS Site, upon Owner's delivery of written notice to Manager of Owner's obligation to deliver possession of the AMS Site in conjunction with a conveyance agreement with a third party.

1.5 Deliveries Upon Expiration, Termination. Upon the expiration or earlier termination of this Agreement, neither Owner nor Manager shall have any further rights, duties or obligations hereunder (except such rights, duties or obligations that are specified herein as surviving the expiration or termination of this Agreement), and Manager shall cooperate with and assist Owner in all matters pertaining to the transition in the management and operation of the Gateway Development Area for a period of thirty (30) calendar days. In connection therewith, Manager shall deliver the following items relating to the Gateway Development Area or Services to Owner or Owner's designee within ten (10) calendar days after the expiration or termination of this Agreement, to the extent in Manager's possession or control: (a) copies of all

books and records for the Gateway Development Area; (b) all personal property of Owner; (c) all funds of Owner or any tenant of the Gateway Development Area including, without limitation, security deposits, prepaid rents and other funds; (d) all leases, tenant files and correspondence and receipts for rent or deposits; (e) all service and maintenance contracts, operating agreements and management contracts; (f) all plans and specifications, construction contracts, bid documents, construction permits and other construction documents; (g) all leasing, sales and marketing brochures and materials and proposals for the sale, purchase or leasing of all or any portion of the Gateway Development Area made or received by Manager; (h) all insurance policies, tax statements, invoices, bills and statements; and (i) all keys, garage cards, and parking permits and passes.

In the event of a partial termination of this Agreement pursuant to Section 1.4, the deliveries shall be limited to those items related to the portion of the Gateway Development Area involved in the termination.

Manager shall be entitled to retain the original books and records of the Gateway Development Area pursuant to Section 5.1 below and copies of all other documents delivered to Owner pursuant to this Section 1.5.

2. PROPERTY MANAGEMENT SERVICES. Manager hereby agrees to perform the following in conjunction with the Property Management Services: (a) all supervisory, management, leasing and operational services and functions, including, without limitation, those specifically set forth herein, reasonably necessary or incidental to the leasing, management and operation of the Gateway Development Area; (b) to use commercially reasonable efforts in the performance of such services, and functions and to exercise a commercially reasonable degree of professional competence in respect thereof; and (c) to use commercially reasonable efforts in the collection of rents and other income from the Gateway Development Area; and (d) to maximize income to Owner while considering the schedule for the design and construction of the Public Improvements and the effect that Gateway Development Area tenant occupancy and other issues will have on this schedule (with the primary interest being the timely completion of the design and construction of the Public Improvements). Without limiting the provisions of Section 1, Owner hereby grants to Manager the following authority and powers, and Manager agrees to perform the following duties, all subject to such other written restrictions, limitations and/or instructions as may from time to time be imposed or given by Owner to Manager pursuant to this Agreement:

2.1 Operating Budget. Based on information provided to date, Manager has prepared an initial draft operating budget for the Gateway Development Area through December 31, 2012, which is attached as Exhibit C. Within thirty (30) calendar days after the Effective Date, Owner and Manager will prepare in cooperation a final operating plan budget for the Gateway Development Area through June 30, 2013. Thereafter, Manager shall prepare semi-annual draft operating budgets for the Gateway Development Area on or before May 1, for the period July 1 to December 31, and on or before November 1, for the period January 1 to June 30, of each year. Each such draft operating budget shall be submitted for Owner's approval. Owner shall not unreasonably withhold, condition or delay its approval of a proposed operating budget. Once approved by Owner, the budgets shall be attached hereto as a revised Exhibit C and will be referred herein as the "**Operating Budgets**."

2.2 Operating Account. Manager shall deposit within two (2) business days all rentals and other amounts collected for or on behalf of Owner in an operating trust account in the form of a separate business checking account for the Gateway Development Area, to be maintained at a financial institution reasonably approved by Owner (**"Operating Account"**). The Operating Account shall be separate from Manager's personal and company accounts and from funds from any other properties. The parties shall review the balance of the Operating Account on a calendar quarter basis and, to the extent funds accumulated in the Operating Account are not required by the Operating Budget or otherwise agreed by the parties, such surplus funds will be transferred to Owner to an account dedicated towards the further development of the Gateway Development Area within five (5) business days after the completion of the review.

2.3 Lease Management. Manager shall use commercially reasonable efforts to perform the following:

2.3.1 Leasing. Keep occupied all rental spaces within the Gateway Development Area at market rate rentals given the condition of the Gateway Development Area and in accordance with the general policy established by Owner; negotiate with prospective tenants for leases of space within the Gateway Development Area or the renewal of existing leases; and execute leases, or lease renewals, for periods of one (1) year or less or for such longer times when so authorized by Owner, each at rates and on terms approved by Owner.

2.3.2 Tenant Relations. Maintain good relations with tenants and to satisfy their occupancy needs, subject to the terms and conditions of this Agreement and the leases under which the tenants occupy the Gateway Development Area.

2.3.3 Collection. Collect all rents, charges and lease payments and other income when due from tenants in accordance with the terms of the applicable leases, which sums collected shall be and remain the property of Owner and which Manager shall deposit into the Operating Account, as provided in Section 2.2.

2.3.4 Enforcement. Diligently enforce the provisions of the leases and deliver to the tenants all notices required to be given thereto, including, without limitation, notices of failure to pay rent or other charges when due and or any breach of non-monetary covenants, all as may be deemed reasonable or necessary by Manager.

The parties agree that the ability/obligation to lease the various portions of the Gateway Development Area is subject to the performance of the balance of Services. Subject to the prior approval of Owner's Real Estate Representative (which shall not be unreasonably withheld, conditioned or delayed), in the event that Manager reasonably determines that a portion of the Gateway Development Area is necessary for the implementation of the Materials Handling Operation (defined below) or the construction of the Public Improvements, Manager, shall have the right to terminate any existing lease pursuant to its terms and cause the tenant to vacate the lease premises or exclude any then currently vacant portion of the Gateway Development Area from future leasing activities.

All out-of-pocket expenses incurred by Manager in connection with the foregoing shall be reimbursed by Owner. Manager shall not agree to any consideration in connection with the termination of a lease without Owner's prior approval.

2.4 Management. Manager's obligation to perform the following management activities is expressly conditioned upon Manager's collection of sufficient Gross Receipts (defined below) or direct payments from Owner to pay the third party costs associated with such activities in a current manner:

2.4.1 Repairs and Maintenance. Subject to Section 2.4.4, below, and consistent with the expected term of occupancy, Manager shall use commercially reasonable efforts to keep, maintain and make ordinary repairs to the Gateway Development Area that are required of Owner pursuant to the terms of applicable leases. The parties acknowledge that the improvements on the Gateway Development Area are to be ultimately deconstructed/demolished pursuant to Section 4 below. As such, Manager shall not have the right or the obligation to perform any repairs and maintenance to the Gateway Development Area except as expressly required by this Section 2.4.1, applicable laws or in the event of any emergency. Manager acknowledges receiving notice of the presence of Hazardous Materials in and around improvements on the Gateway Development Area, as provided in Article V of the LDDA. All repairs and maintenance shall be subject to the Hazardous Materials laws and the Environmental Remediation Requirements.

2.4.2 General Rights and Duties. Without limiting the generality of the foregoing, Manager's rights and duties shall include: (a) periodic inspections for required repairs and maintenance, (b) responding to tenant requests, (c) providing or arranging for services to tenants that are required of Owner under the leases or as Owner may approve or specify from time-to-time, (d) supervision of maintenance obligations arising under any leases, (e) arranging for such improvements, alterations and repairs as may be requested by or required by Owner, (f) purchasing materials and supplies required for the maintenance, repair or operation of the Gateway Development Area, or otherwise necessary for the performance of Manager's duties hereunder, (g) contracting with independent contractors to supply services, window cleaning, traffic control, security, janitorial service, landscape maintenance services, trash removal and other services such as Manager may reasonably deem advisable, provided each such contract shall be terminable by Owner on thirty (30) days' notice, and (h) coordinating third party access as needed. Manager shall be entitled to charge a reasonable hourly fee to tenants of the Gateway Development Area for responding to off-hour requests for Property Management Services, but in no event shall Owner be responsible for any fees charged to tenants under their respective leases or tenancies.

2.4.2.1 Utilities. The parties acknowledge that some tenants currently receive utility services from utilities owned and/or managed by Owner and a joint venture involving Owner, which utility services are billed by Owner to tenants each month (with a copy to Manager). After the Effective Date, Owner will continue to send bills to the tenants with instructions that payment is to be made to Manager. Collection of these bills and remedies for breach of such bills shall be part of Manager's manager activities in Section 2. Owner shall submit: i) the East Bay Municipal Utility District (EBMUD) water and sewer invoice(s), and ii) Port of Oakland Utilities Services Agreement invoice(s) to Manager for payment through the

Operating Account. Manager shall pay said invoice(s) within seven (7) calendar days of receipt from Owner. The EBMUD water and sewer account shall remain in Owner's name, unless otherwise agreed to in writing between Owner and Manager. All other agreements, including those with the Port of Oakland, and all other agreements, including those with the Port of Oakland, and aspects of providing these utilities shall remain unchanged.

2.4.3 Legal Proceedings. Manager shall be entitled to retain third party legal counsel, subject to Owner's approval of the selected counsel, to assist in the performance of its obligations under Section 2.3.4, which cost is a reimbursable expense pursuant to Section 2.4.8. However, Owner shall have the right to continue to manage any existing litigation (including, but not limited to the *Northern California River Watch, et al. v. Oakland Maritime Support Services, Inc., et al.* matter) and assume control of the management of any future litigation, whether or not initiated by Manager. To the extent that any legal proceeding that is not the result of or impacted by Manager's mismanagement interferes with Manager's performance of the Services, such interference shall be considered force majeure delay and the time period for Manager's performance shall be extended on a day for day basis during the term of such interference.

2.4.4 Manager's Payment of Expenses. Manager shall:

2.4.4.1 Make timely payments of all expenses with respect to the Gateway Development Area incurred through the performance of Manager's duties set forth herein and in connection with the Gateway Development Area, as may be specifically authorized by Owner or set forth in the approved Operating Budgets; provided, however, all such expenses shall be charged to Owner at net cost and Owner shall be credited with all rebates, refunds, allowances and discounts received by Manager;

2.4.4.2 Pay the fees due to Manager in accordance with the terms of this Agreement and the Fee Schedule; and

2.4.4.3 Unless otherwise instructed by Owner to disburse remaining funds to Owner, Manager shall retain, for the benefit of Owner, all remaining Gross Receipts as an operating reserve in the Operating Account, subject to Section 2.2.

2.4.5 Limitation. Manager shall obtain Owner's prior approval for any expenditure for maintenance, repairs, improvements or other work in excess of Twenty-Five Thousand Dollars ($25,000.00) for any one item or group of related items, except: (a) monthly or recurring operating charges or other expenses provided for in the Operating Budgets or otherwise approved by Owner, and (b) emergency repairs if, in the reasonable opinion of Manager, the nature of the emergency does not permit sufficient time to obtain Owner's prior approval and such repairs are necessary to prevent additional damage or a greater total expenditure to protect the Gateway Development Area from damage or to maintain services or conditions to any tenant as called for by the lease(s). Manager shall notify Owner as promptly as possible whenever emergency repairs have been undertaken or commenced.

2.4.6 Hire Managers and Employees. Manager shall hire such managers and employees, subject to Owner's Operating Budget approval, that are reasonably required in the management and operation of the Gateway Development Area. All such employees shall be

employees of Manager, shall be administered by Manager's payroll service, shall be under the control of Manager, and shall not be employees of Owner. Manager shall comply with all federal and California laws relating to income, social security, unemployment insurance and similar taxes. Manager may not charge for or use the Gross Receipts from the Gateway Development Area to pay for the service of Manager's office, secretarial, clerical, supervisory or administrative staff or any related overhead expenses thereof, and all such items are included in the Management Fee pursuant to Section 2.7.3 below. Manager shall comply with the provisions of Item 3 of Exhibit G in hiring any property managers for the performance of the Property Management Services.

2.4.7 Subsurface Activities. The parties acknowledge the presence of Hazardous Materials in soil and groundwater at the Gateway Development Area as further detailed in Article V of the LDDA. Manager shall arrange that any Remediation work, including sampling, be conducted consistent with the Environmental Regulatory Requirements, as provided in the LDDA. Specifically, prior to conducting any subsurface activities at the Gateway Development Area (including sampling), Manager shall provide Owner with written notice of the proposed activity, which notice provides a detailed description of the proposed work. Owner shall have the right to review, comment on and approve of the proposed work, and such work shall be subject to the Environmental Remediation Requirements, including review by the Port and DTSC and/or RWQCB. Manager shall comply with (or cause the applicable contractors to comply with) Owner's reasonable requirements related to or required by such review. Manager further acknowledges that the scope of its duties as City's agent do not include the right or obligation to interface with regulatory agencies with respect to Hazardous Materials, which, unless otherwise directed by Owner, shall be conducted solely by Owner. Any feedback Owner is required or desires to provide pursuant to this Section 2.4.7 shall be provided within ten (10) business days after Manager's written request therefor. Owner shall use commercially reasonable efforts to require third parties (including the Port, DTSC and the RWQCB) to complete their review and comment in a timely manner. Any costs incurred as a result of the comments provided pursuant to this Section 2.4.7 or the time necessary to complete the required procedures shall be paid by Owner.

2.4.8 Reimbursable Expenses. Manager shall have the right to incur reasonable expenses related to the Property Management Services, which shall be reimbursed on a monthly basis upon submittal of reasonable back up documents. Such reimbursable expenses shall not include Manager's personnel (other than designated property personnel approved under the Operating Budget) or overhead.

2.5 Manager's Indemnity. Except as provided in Section 2.7.2 (Owner's Indemnity), Manager shall indemnify and hold the City of Oakland, ORSA and their respective Council/Board members, directors, officers, agents, employees and volunteers (collectively, the "**Owner Parties**") harmless from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties (except as may be imposed by the City of Oakland without the right of appeal), actions or causes of action, and expenses (including reasonable attorneys' fees) ("**Claims**"), arising out of (a) the negligence or willful misconduct of Manager or any of its agents or employees and (b) Manager's use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about

the Gateway Development Area; provided, however, Manager shall not be obligated to indemnify Owner Parties to the extent Claims result from (i) the negligence or willful misconduct of any Owner Party, (ii) the mere discovery of existing conditions at the Gateway Development Area, including, but not limited to the presence of hazardous materials or (iii) the non-negligent handling of existing hazardous materials located on, under or about the Gateway Development Area. Provided Manager is in compliance with all requirements of this Agreement with respect to Manager's procurement and maintenance of insurance, then, notwithstanding the foregoing to the contrary and if permitted by the applicable insurance policy, this indemnity shall not apply to the extent such Claims are covered by the liability or property damage insurance obtained by Owner. The provisions of this Section 2.5 shall survive the expiration or earlier termination of this Agreement with respect to any claims arising prior to such expiration or termination.

2.5.1 Manager's duty to defend Owner Parties shall arise at the time notice of a Claim is first provided to Manager by Owner Parties, regardless of whether the claimant has filed suit on the Claim. Manager's duty to defend Owner Parties shall arise even if Owner Parties, or any of them, are the only parties identified/sued by the claimant. After tender by the any one of Owner Parties, Manager will defend any and all Claims which may be brought or threatened against Owner Parties and will pay on behalf of Owner Parties any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payments on behalf of Owner Parties shall be in addition to any and all other legal remedies available to Owner Parties and shall not be considered Owner Parties' exclusive remedy. Notwithstanding any provision set forth in this Agreement to the contrary, if a defense was provided by Manager and Manager is in compliance with all requirements of this Agreement with respect to Manager's procurement and maintenance of insurance, then, upon final resolution of the Claim by judgment or award, Owner shall reimburse Manager for such defense costs to the extent that:

(a) the Claim arises out of, pertains to, or relates to the sole negligence or willful misconduct of any of Owner Parties; or

(b) the Claim does not arise out of, pertain to, or relate to the scope of the Property Management Services.

(c) Further, if a defense was provided by Manager, upon final resolution of the Claim by a settlement agreement, Owner shall reimburse Manager for a percentage of the defense costs actually incurred by Manager, which percentage shall be calculated by dividing the amount that Owner Parties agreed to pay pursuant to the settlement agreement by the total amount that both Manager and Owner Parties agreed to pay pursuant to the settlement agreement. Manager shall not agree to enter into any settlement agreement that requires an Owner Party to pay any amount without such Owner Party's express, prior written consent.

(d) Nothing contained in this paragraph shall affect (i) the validity of any insurance contract, workers' compensation or agreement issued by an admitted insurer as defined by the California Insurance Code or (ii) obligations of an insurance carrier

under the holding of *Presley Homes, Inc. v. American States Insurance Company* (2001) 90 Cal.App.4th 571.

2.5.2 Notwithstanding the foregoing to the contrary, Owner shall have the right if Manager fails or refuses to defend Owner with counsel acceptable to Owner to engage its own counsel for the purposes of participating in the defense. In addition, Owner shall have the right to withhold any payments due Manager in the amount of anticipated defense costs plus additional reasonable amounts as security for Manager's obligations under Section 2.5.

2.6 Licensing. Manager currently maintains, and shall maintain for the term of the Property Management Services, a valid California Real Estate Broker's license (License No. 01884628).

2.7 Duties of Owner.

2.7.1 Owner's Insurance. Owner shall carry and maintain during the term of the Property Management Services a commercial general liability for the Gateway Development Area, written on an "occurrence" basis, covering Bodily Injury, Property Damage for the Gateway Development Area, Products and Complete Operations, Broad Form Property Damage, Independent Contractors and Contractual Liability, with coverage limits of at least $2,000,000 per occurrence and $2,000,000 in the aggregate. Coverage under such policy shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01). Owner shall name Manager, its officers, shareholders, directors, employees and agents as additional insureds under such policy and Owner shall provide Manager with copies of the applicable policy endorsements. Notwithstanding the terms of the preceding sentence to the contrary, Owner may, at its sole option and upon written notice to Manager, elect to self-insure the risks that would be covered under such policy.

2.7.1.1 Waiver of Subrogation. Owner shall procure an appropriate clause in, or endorsement on, the policy obtained pursuant to Section 2.7.1 and any other insurance policies applicable to the Gateway Development Area that Owner elects, in its sole and absolute discretion, to maintain, whereby the insurer waives subrogation or consent to a waiver of the right of recovery against Manager, and having obtained such clause of endorsement of waiver of subrogation or consent to a waiver of right of recovery, Owner hereby agrees that it will not make any claim against or seek to recover from Manager for any loss or damage to Gateway Development Area if the loss or damage is covered by such insurance. Owner shall provide Manager with copies of the applicable endorsements. Further, if Owner elects to self-insure the risks that would be covered under the policy required pursuant to Section 2.7.1, Owner hereby waives any claims against Manager, its officers, shareholders, directors, employees and agents that would have been covered under such insurance policy.

2.7.2 Owner's Indemnity. Owner shall indemnify Manager its directors, officers, employees, agents, and successors against, and hold them harmless from, any and all Claims directly or indirectly arising out of or attributable to the following as they may relate solely to Property Management Services (a) contracts or obligations entered into by Manager that are approved by Owner or incurred pursuant to the terms of this Agreement for the benefit of the Gateway Development Area, (b) Owner's breach of any legal duty or obligation related to the

Property Management Services on the Gateway Development Area, (c) actual or alleged defects in the design or construction of the improvements on the Gateway Development Area, unless designed or constructed by Manager (in which case such claims shall be subject to Section 2.5, if applicable), or by a third party consultant or contractor pursuant to Section 4 below (in which case the Parties shall look to such consultants or contractor for defense and indemnity of the applicable claim) and (d) the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the Gateway Development Area or the presence of hazardous substances on adjacent property. Provided, however, Owner's shall not be obligated to indemnify Manager to the extent Claims result from the negligence or willful misconduct of Manager. The provisions of this Section 2.7.2 shall survive the expiration or earlier termination of this Agreement with respect to any claims arising prior to such expiration or termination.

2.7.3 Fees to Manager. Owner shall pay the following fees to Manager (collectively, the "**Management Fee**"):

(a) A monthly fee equal to the greater of (i) $8,500 (the "**Minimum Fee**") or (ii) 5% of the Gross Receipts (defined below) collected by Manager during the month; and

(b) An amount equal to five (5%) percent of reimbursable expenses incurred pursuant to Section 2.4.8.

The referenced sums shall be payable on or before twenty (20) days after Manager submits to Owner an application for payment with complete supporting documents for Owner to process the application.

Owner shall have the right, upon thirty (30) days' prior written notice to Manager, to reduce the Minimum Fee on a pro rata basis (based on acreage) as portions of the Gateway Development Area are transferred to the control of Contractor under the Design-Build Contract. Further, the parties shall negotiate an appropriate Management Fee for the period between the date when the entire Gateway Development Area has been transferred to the control of Contractor under the Design-Build Contract and the date when the entire Gateway Development Area has been leased or otherwise conveyed to third parties pursuant to the LDDA or other applicable conveyance agreements.

As used herein, the term "**Gross Receipts**" shall mean all amounts and sums actually collected by Manager as rents, additional rent or other charges for use and occupancy of space in the Gateway Development Area or for any services, equipment and furnishings provided in connection with such use or occupancy, including, without limitation, real estate tax reimbursements, operating expense reimbursements, rental increases due to cost-of-living lease provisions, percentage rent provisions, payments made in consideration of the cancellation, surrender or modification of any lease, damages by reason of any default thereunder (including, without limitation, application of security deposits upon such default) and the proceeds of rental interruption insurance. The term "Gross Receipts" excludes the following: any tipping fees paid to Owner as a result of the Materials Handling Services or the Construction Project Management Services, any funds deposited by Owner, security deposits until such deposits are taken as

damages; prepaid rent until such rent has accrued; sales tax paid by any tenant; proceeds from insurance policies to reimburse for losses or damages and returned insurance premiums; proceeds from condemnation and eminent domain proceedings or settlements in lieu thereof; interest earned on security deposits or other funds held for the account of Owner; proceeds of mortgages and other loans; amounts received from any tenant for tenant improvements; and any payment by Caltrans as part of the Pier 7 settlement agreement. With Owner's approval, which approval shall not be unreasonably withheld, Manager may collect for its own account any administrative or service fees or charges from any tenant for incidental services (such as changing locks) not included in Manager's obligation hereunder and which Owner has no obligation to provide under a tenant lease. To the extent the Security Deposit was initially secured during the term of this agreement, the security deposit (or any part thereof, if applicable) of any tenant shall be deemed part of Gross Receipts at the time Owner ceases to be under an obligation to return the same unless the same has been retained in order to reimburse/offset a cost incurred by Owner under any lease for which the security deposit served as security. For purposes of calculating the Management Fee, Gross Receipts during free rent periods or rent concessions periods shall be deemed to be received.

Gross Receipts receivable shall be verified by Manager on an annual basis and shall be subject to audit by Owner pursuant to Section 5.1.4.1. To the extent that Gross Receipts receivable, as verified and/or audited, are less or greater than the amount previously calculated for the purpose of determining the compensation payable monthly to Manager during such year, there shall be an adjustment and payment or reimbursement, as applicable, between Manager and Owner within ten (10) days from the date of such verification or audit report. In the event of the termination of this Agreement, the Management Fee shall be calculated and paid as of the effective date of such termination, subject to adjustment following the audit of Gross Receipts for the period from the first day of the year in which such termination occurs to the date of the termination. The provisions of this Section 2.7.3 shall survive the termination hereof to the extent that fees are earned prior to the date of termination.

2.7.4 Compliance with Accessibility Laws. Owner acknowledges that the Gateway Development Area is subject to all applicable accessibility laws, including without limitation, the Americans with Disabilities Act ("**ADA**"), and that such laws may require substantial modifications to the use and/or physical structure of the Gateway Development Area and its improvements. Owner acknowledges that Owner is solely responsible for determining the specific application of the applicable laws to the Gateway Development Area and for complying with disabled accessibility guidelines and that Manager has made no representations or warranties regarding compliance with the applicable laws.

2.8 Owner's Approval. Any approval required of Owner pursuant to Section 2 related to (a) matters involving Hazardous Materials, may be granted, conditioned or withheld by Owner's Hazardous Materials Representative, designated pursuant to Section 5.2 or (b) related to all other matters, may be granted, conditioned or withheld by Owner's Real Estate Representative, designated pursuant to Section 5.2. All other approvals shall be granted, conditioned or withheld by Owner's project manager, designated pursuant to Section 5.2.

3. MATERIALS HANDLING SERVICES. As soon as reasonably practicable after the Effective Date, Manager shall retain one or more contractors included within Section 1

(primary/initial contractors and consultants) or Section 2 (reserve contractors and consultants) of Exhibit E to implement a soils import and stockpiling operation at the Gateway Development Area in order to facilitate Owner's acquisition of the fill material necessary to deliver the Public Infrastructure required under the LDDA (the "**Materials Handling Operation**"). The general contractor shall be required to obtain bids (through a competitive bidding process approved by Owner) for all construction and on-site operations work related to the Materials Handling Operation. The form of the contract with the general contractor (including, but not limited to, any fees to be paid to such general contractor, it being understood that neither the general contractor nor Manager shall have any right to a percentage of any gross tipping fees, as set forth in Section 3.5) and the selection of the subcontractors shall be subject to Owner's prior approval, which shall not be unreasonably withheld, conditioned or delayed.

3.1 Acceptance Criteria. All materials stockpiled at the Gateway Development Area pursuant to this Agreement shall meet the criteria set forth in Exhibit F-1 and all other criteria imposed by Owner from time to time in writing and upon at least thirty (30) days' prior notice, including any requirements necessary to comply with the RAP/RMP (the "**Acceptance Criteria**"). Prior to importing any material, Manager shall provide to Owner reasonable written evidence that the materials to be imported meet the Acceptance Criteria. The parties agree that, unless Owner (in its sole and absolute discretion) agrees to a different procedure in writing, after approval of the Work Plan set forth in Section 3.2, the procedure for confirming that imported materials meet the Acceptance Criteria shall be as follows:

(a) Manager shall require the customer to submit the certification and sample results required under Section 211-5.2 of the Acceptance Criteria;

(b) Manager shall provide copies of the customer's certification and the sample results to the City and DTSC via electronic submittal pursuant to the general form of the transmittal attached hereto as Exhibit F-2, which may be modified/amended on a prospective basis upon written notice from Owner if required by DTSC; and

(c) Owner shall provide its written approval or disapproval of the material within five (5) business days after its receipt of the required certification and sample; failure of Owner to respond within the timeframe does not release Manager for responsibility for compliance with the Acceptance Criteria and Work Plan.

3.2 Preparation of Work Plan. Prior to accepting any material, Manager shall prepare and obtain Owner's approval of a work plan for the acceptance and management of materials stockpiled at the Gateway Development Area pursuant to this Agreement. The proposed work plan shall include, at a minimum, the Acceptance Criteria. Owner shall acknowledge its approval of any proposed work plan or amendments thereto in writing and any approved plan is referred to herein as an "**Approved Work Plan**." Owner may provide DTSC and the Port with copies of any proposed or approved Work Plan.

3.3 Management of Stockpiled Materials. Manager shall manage the materials imported onto and stockpiled on the Gateway Development Area by Manager during the term of this Agreement, which management shall include: obtaining all required permits; the installation,

implementation and maintenance (including reporting) of all required SWPPP and dust control plans/measures; and the implementation of the proposed and Approved Work Plan.

3.4 Ownership of Materials. All import materials stockpiled at the Gateway Development Area pursuant to this Agreement are to remain on-site as Owner's property and upon the termination of this Agreement, Manager shall take such steps as are reasonably necessary to transfer ownership of all materials stockpiled by Manager at the Gateway Development Area pursuant to this Agreement to Owner at no cost to Owner.

3.5 Tipping Fees; Costs. Manager shall consult with and obtain Owner's prior approval for any fees charged to the customers of the Materials Handling Operation for depositing materials at the Gateway Development Area pursuant to Section 3 ("**Tipping Fees**"). The parties intend that the Tipping Fees charged will be sufficient to pay the third party costs incurred by Manager in implementing the Materials Handling Services and thereafter with the intent to acquire the maximum amount of suitable materials for incorporation into the Public Improvements at the lowest cost to Owner. If the Tipping Fees are insufficient to pay the costs of the Materials Handling Services, such costs shall be paid by Owner as part of delivering the Public Improvements. Manager shall remit to Owner the portion of the Tipping Fees that are not required to pay the third party costs incurred by Manager in implementing the Materials Handling Services.

3.6 Mobilization Fee; Reimbursement of Costs. Owner hereby agrees to pay Manager a mobilization fee of $150,000 within ten (10) calendar days after initiation of the Materials Handling Operation ("**Mobilization Fee**"). Manager shall have the right to incur reasonable expenses related to the Materials Handling Services, which shall be reimbursed (along with a mark-up equal to 5% of the reimbursed costs) on a monthly basis within twenty (20) days after Manager's submittal of reasonable back up documents. Such reimbursable expenses shall not include Manager's personnel or overhead.

3.7 Defense, Indemnity and Hold Harmless: With respect to the Materials Handling Operation only:

3.7.1 Manager shall defend, indemnify and hold Owner Parties harmless against all Claims brought against or incurred by any of Owner Parties arising out of, resulting from or relating to the Materials Handling Operation. Owner Parties' rights to indemnity from Manager are in addition to and cumulative to any benefits that they may have under any policy of insurance.

3.7.2 Notwithstanding the foregoing to the contrary, the foregoing indemnity and hold harmless obligations of Manager shall not apply to any Claims arising out of or related to (a) the negligence or willful misconduct of Owner Parties; (b) the mere discovery of existing conditions at the Gateway Development Area, including, but not limited to the presence of hazardous materials or (c) the non-negligent handling of existing hazardous materials located on, under or about the Gateway Development Area.

3.7.3 Notwithstanding the foregoing to the contrary, Owner shall have the right if Manager fails or refuses to defend Owner with counsel acceptable to Owner to engage its

own counsel for the purposes of participating in the defense. In addition, Owner shall have the right to withhold any payments due Manager in the amount of anticipated defense costs plus additional reasonable amounts as security for Manager's obligations under Section 3.7.

3.7.4 Manager's duty to defend Owner Parties shall arise at the time notice of a Claim is first provided to Manager by Owner Parties, regardless of whether the claimant has filed suit on the Claim. Manager's duty to defend Owner Parties shall arise even if Owner Parties, or any of them, are the only parties identified/sued by the claimant. After tender by any one of Owner Parties, Manager will defend any and all Claims which may be brought or threatened against Owner Parties and will pay on behalf of Owner Parties any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payments on behalf of Owner Parties shall be in addition to any and all other legal remedies available to Owner Parties and shall not be considered Owner Parties' exclusive remedy. Notwithstanding any provision in this Agreement to the contrary, if a defense was provided by Manager, upon final resolution of the Claim by judgment or award, Owner shall reimburse Manager for such defense costs to the extent that:

(a) the Claim arises out of, pertains to, or relates to the sole negligence or willful misconduct of any of Owner Parties; or

(b) the Claim does not arise out of, pertain to, or relate to the scope of the Materials Handling Operation.

Further, if a defense was provided by Manager, upon final resolution of the Claim by a settlement agreement, Owner shall reimburse Manager for a percentage of defense costs actually incurred by Manager, which percentage shall be calculated by dividing the amount that Owner Parties agreed to pay pursuant to the settlement agreement by the total amount that both Manager and Owner Parties agreed to pay pursuant to the settlement agreement. Manager shall not agree to enter into any settlement agreement that requires an Owner Party to pay any amount without such Owner Party's express, prior written consent.

3.7.5 Nothing contained in this paragraph shall affect (i) the validity of any insurance contract, workers' compensation or agreement issued by an admitted insurer as defined by the California Insurance Code or (ii) obligations of an insurance carrier under the holding of *Presley Homes, Inc. v. American States Insurance Company* (2001) 90 Cal.App.4th 571.

3.7.6 The obligations of Manager under Section 3.7 arising by reason of any occurrence taking place during the term of this Agreement, shall survive any termination of this Agreement.

3.7.7 Notwithstanding the provisions of Section 3.7 to the contrary, Owner hereby agrees that Manager shall have no liability to Owner or any of the Owner Parties for Claims arising out of or related to the work performed by any consultant or contractor pursuant to the Materials Handling Services, and that Owner and Owner Parties shall look solely to the applicable consultant(s) or contractors for defense and indemnity for such matters pursuant to the applicable provisions of the consultant's or contractor's contract.

3.8 Community Benefits. The Materials Handling Services shall be subject to the applicable community benefits obligations set forth in Exhibit G.

3.9 Owner's Approval. Any approval required of Owner pursuant to Section 3 that is related to (a) matters involving hazardous materials may be granted, conditioned or withheld by Owner's Hazardous Materials Representative, designated pursuant to Section 5.2 or (b) matters related to real estate, may be granted, conditioned or withheld by Owner's Real Estate Representative, designated pursuant to Section 5.2. All other approvals shall be granted, conditioned or withheld by Owner's project manager, designated pursuant to Section 5.2.

4. PROJECT CONSTRUCTION MANAGEMENT SERVICES. In delivering the Project Construction Management Services, Manager shall be acting in the capacity as Owner's construction project manager pursuant to Government Code Section 4525. Owner acknowledges that (a) with respect to the performance of the Bridging Scope of Services (defined below), Manager is not a licensed design professional and will not actually be preparing the work product required under the Bridging Scope of Services, (b) with respect to the performance of the Design-Build Scope of Services (defined below), while Manager maintains a "**Class B**" General Contractor's License, Manager will not be acting in a contractor capacity and will not actually be preparing the work product or constructing the improvements required under the Design-Build Scope of Services. Rather, Manager and its principals have experience in the development of infrastructure and the coordination of consultants and contractors that will be involved in the performance of the Bridging Scope of Services and the Design-Build Scope of Services. Therefore, the parties hereby agree that the deliverables and improvements set forth in the Project Construction Management Services shall be prepared by third party consultants and constructed by third party contractors retained by Manager pursuant to the provisions of Section 4.1.1 and 4.1.2.

4.1 Bridging Scope of Services. Manager hereby agrees (a) to oversee and coordinate the activities of the various consultants and contractors to (i) enable them to complete, for Owner's approval, the preparation of the documents that set forth the mandatory criteria for the construction drawings, consistent with the approved Master Plan and as necessary to deliver the Public Improvements (the "**Bridging Documents**") and (ii) conduct site investigations, including excavation, handling and disposal, for exploratory pre-construction investigations, and, if needed, remediation, with respect to the proposed location of the Public Improvements, each as more particularly set forth in Exhibit H attached hereto in an organized and efficient manner, on time and on budget; (b) to monitor receipt of and maintain records regarding the Bridging Scope of Services such as insurance certificates, as well as the financial books and records; (c) to keep Owner apprised of the status of the completion of the Bridging Documents; and (d) to be the "point person" to respond to issues as they arise (the "**Bridging Scope of Services**"). The Bridging Documents shall be completed in two stages of approximately 35% complete and approximately 65% complete. Owner shall review the Bridging Documents pursuant to Section 4.3.6 below.

4.1.1 Retention of Consultants. Manager shall comply with the following with respect to the Bridging Scope of Services:

4.1.1.1 Subject to existing ordinances of the City (as they be amended by the Community Benefits set forth in Section 4.3.8), Manager shall be entitled to retain any consultant or contractor included within Section 1 (primary/initial contractors and consultants) or Section 2 (reserve contractors and consultants) of Exhibit E without further Owner approval. If Manager desires to retain a contractor or consultant not included on Exhibit E, such retention shall be subject to the approval of Owner's project manager.

4.1.1.2 All consultants retained by Manager pursuant to Section 4 shall be retained pursuant to a written agreement in substantially similar form as Exhibit I (except that the form shall be revised to reflect the execution of the LDDA/termination of the ENA and to substitute the City of Oakland for the Redevelopment Agency of the City of Oakland), which consultant contracts shall be the "**Approved Contracts**." Consultants not subject to contracts entered into pursuant to the ENA will utilize the Approved Contract form to be amended by the insurance requirements, as applicable, in Insurance Requirements, Exhibit D. Unless prohibited by applicable law, contracts with non-design consultants not entered into pursuant to the ENA will provide that the Owner Parties are to be indemnified to the same extent as the "Client Parties" are indemnified in the Approved Contract form. Additionally, except that any contract for subsurface sampling and, if needed, remediation, shall also be subject to the Environmental Remediation Requirements and shall require Owner's Hazardous Materials Representative's prior written approval. All other consultant contracts are subject to Owner's project manager prior written approval with respect to scope, personnel, costs and rates, which shall not be unreasonably withheld, conditioned or delayed. Any material changes to the Approved Contract, compared to Exhibit I, shall be subject to Owner's project manager's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Manager shall provide Owner with written notice of material changes to the personnel assigned by any consultant retained pursuant to Section 4.1.1.

4.1.1.3 Manager may, without Owner's prior consent, amend an Approved Contract to increase the contract price paid thereunder by an amount not to exceed $24,999 per contract. Any change order or total combination of change orders to any Approved Contract shall not exceed $24,999 without Owner's project manager's prior written consent. Owner shall not unreasonably withhold, condition or delay its consent to Manager's written request to amend an Approved Contract. Manager shall have the right to request in writing such consent at the weekly meetings described in Section 5.21 hereof, and Owner shall have ten (10) business days to review and approve in writing any such request. The Approved Budget (defined below) shall be revised monthly to reflect all changes to consultant contracts and the impact of those changes on a line item contingency.

4.1.1.4 Manager shall require consultants to include Developer and its affiliates within the scope of the parties that may rely on their reports prepared in conjunction with the Bridging Scope of Services.

4.1.2 Reimbursable Expenses. Manager shall have the right to incur reasonable expenses related to the Bridging Scope of Services, which shall be reimbursed on a monthly basis upon submittal of reasonable back up documents. Such reimbursable expenses shall not include Manager's personnel or overhead.

4.1.3 Master Plan. Owner hereby agrees that the Master Plan dated April 2, 2012, as amended from time to time pursuant to the terms of the Amended and Restated Cost Sharing Agreement between Owner and the Port of Oakland, dated June 19, 2012, is approved as the basis for commencement of the Bridging Scope of Services. Owner hereby agrees that it will not require the Master Plan to be submitted for formal plan check review prior to Manager's commencement of the Bridging Scope of Services.

4.1.4 Time of Performance. The parties have agreed upon the schedule attached as Exhibit J (the "**Schedule**"), which schedule may be amended, subject to mutual written approval of the Owner and Manager.

4.1.5 Fee; Reimbursement; Budget and Method of Payment.

4.1.5.1 Fee. Owner hereby agrees to pay Manager a fee equal to four percent (4%) of third party consultant costs incurred pursuant to Section 4.1.1.1 and five percent (5%) of reimbursable costs incurred in pursuant to Section 4.1.2 (the "**Bridging Fees**"). The Bridging Fees shall be paid on a monthly basis within twenty (20) calendar days after Owner's receipt of Manager's invoice and complete supporting documentation.

4.1.5.2 Procedure for Reimbursement. Manager shall pay consultants retained pursuant to Section 4.1.1.1 and shall be entitled to submit for and shall be reimbursed by Owner pursuant to the procedures set forth in Exhibit K.

4.1.5.3 Budget; Adjustments; Reimbursement. The parties have agreed upon the budget for the Bridging Scope of Services through the 35% Bridging Documents and through the 65% Bridging Documents, included in Exhibit L (the "**Approved Budget**") for each deliverable task. Pursuant to Section 4.2.1.2(a), Manager shall obtain Owner's project manager's prior written approval prior to exceeding the amount of the Approved Budget allocated to the 35% Bridging Documents. Manager shall have line item flexibility, subject to the approval of Owner's project manager, within the Approved Budget. The parties further agree that the reimbursement paid to Manager pursuant to Section 4.1.5.2 shall not exceed the then current amount of the Approved Budget, and (except for the Bridging Fees) shall be based on actual costs.

4.2 Design-Build Scope of Services. Manager hereby agrees to (a) retain one or more design build contractors from Exhibit E to serve as the design build contractor (the "**Contractor**") for the design of the Construction Drawings and Completion of the Public Improvements (including the performance of any pre-closing remediation of hazardous materials required of Owner pursuant to Article V of the LDDA, demolition of existing structures, and surcharging and grading) in an organized and efficient manner, pursuant to the terms of the Contract; (b) to secure the G-Max Price (defined below) and Design-Build Contract; (c) to monitor compliance of and assist in the enforcement of Contractor's compliance with the Community Benefits requirements in Exhibit G; (d) to maintain records regarding the Design-Build Scope of Services such as insurance certificates, as well as the financial books and records; (e) to keep Owner apprised of the status of the completion of the matters set forth in this Section 4.2; and (f) to be the "point person" to respond to issues as they arise (the "**Design-Build Scope of Services**").

4.2.1.1 Contract Management. Manager agrees to oversee and coordinate Contractor's performance of the Design-Build Scope of Services.

4.2.1.2 Design-Build Contract Procedures. Owner and Manager shall work together in accordance with the procedures set forth in Section 4.3.6 to complete the following steps as necessary to finalize the Design-Build Contract:

a) Owner, Manager and Developer agree upon proposed form of Design-Build Contract to submit to Contractor, which shall include the funding and payment procedures agreed upon pursuant to Section 4.2.3.2;
b) Parties negotiate form of Design-Build Contract with Contractor and approve the same;
c) Manager delivers 35% Bridging Documents (not contingent on above items);
d) Owner and Developer approve 35% Bridging Documents, and Owner complies with approval process set forth in the Amended and Restated CSA;
e) Manager delivers from Contractor preliminary G-Max Price based on 35% Bridging Documents and agreed upon form of Design-Build Contract;
f) Owner and Developer approve preliminary G-Max Price;
g) Owner and Manager shall have agreed to proceed with the preparation of the 65% Bridging Documents (or other percentage agreed upon by Owner and Manager);
h) Owner submits proposed Design-Build Contract and preliminary G-Max Price to Caltrans/CTC for approval under Amended and Restated OHIT Baseline Agreement;
i) Owner, Manager, Developer and Contractor agree upon final form of Design-Build Contract with Contractor that incorporates state comments;
j) Manager delivers 65% (or other percentage agreed upon by Owner and Developer) Bridging Documents (not contingent on above items);
k) Owner and Developer approve 65% Bridging Documents (or other percentage agreed upon by Owner and Developer), and Owner complies with approval process set forth in the Amended and Restated CSA;
l) Manager delivers from Contractor final G-Max Price based upon final form of Design-Build Contract and 65% Bridging Documents (or other percentage agreed upon by Owner and Developer);
m) Owner and Developer approve final G-max Price; and
n) Manager executes Design-Build Contract with Contractor.

The parties shall complete the matters set forth in items (a) and (b) above within thirty (30) to ninety (90) days after the effective date of the LDDA.

4.2.1.3 Form of Design-Build Contract. The Design-Build Contract shall be a contract between Manager and Contractor which requires Contractor to complete the design of the Construction Drawings based on the 65% Bridging Documents, secure all necessary construction permits and other non-Owner approvals related to construction of the Public Improvements and set forth in Section 2.2.8 of the LDDA and Complete the Public Improvements. The Design-Build Contract shall include the substance of the following provisions (among other matters):

a) The form of the contract generally shall conform to the AIA form A141-2004 "Standard Form of Agreement Between Owner and Design-Builder", and exhibits referenced therein.
b) Contractor shall be "at risk" with respect to the delivery of the included scope of work for the G-Max Price.
c) All construction work shall be competitively bid (other than the selection of Contractor and its related general conditions, profit, incentives and overhead charges, which will be negotiated and will subject to the approval of Owner's project manager) and shall include terms and procedures, consistent with Section 3.2.2 of the LDDA, to allow Contractor and its affiliates, members or partners to self-perform up to thirty five percent (35%) of the construction work so long as such entity is the low bidder.
d) Contractor and any consultants and subcontractors shall (i) name Owner, Manager and the Developer and their respective affiliates as additional insureds under any required commercial general liability insurance, (ii) name Owner and Developer and its affiliates as express third party beneficiaries of any warranties related to the Public Improvements and (iii) require consultants to include Developer and its affiliates within the scope of parties that may rely on such consultants' work product prepared in conjunction with the Contract.
e) Manager's right to suspend or terminate the work (i) if so directed by Owner pursuant to Section 4.3.6 or (ii) due to Owner's loss of a previously identified source of funds, each without liability therefor (or for such consideration approved by Owner prior to the execution of the Design-Build Contract, which shall be paid by Owner pursuant to Section 4.2.3.2).
f) A City audit right consistent with Section 5.1.4.1(c).
g) The Design-Build Contract and any subcontract that includes building demolition or subsurface work shall include provisions to adhere to the Environmental Remediation Requirements.

Manager shall arrange for the full participation of Owner's project manager in any negotiations of the Design-Build Contract and related contract documents.

4.2.1.4 The G-Max Price. The **"G-Max Price"** is a guaranteed maximum price provided by Contractor for the Completion of the Public Improvements that is approved by Owner and Developer pursuant to the provisions of Section 3.3.1.2 of the LDDA. The parties agree that the guarantee component of the G-Max Price shall not apply to Hazardous Materials remediation costs.

4.2.1.5 Reimbursable Expenses. Manager shall have the right to incur reasonable expenses related to the Design-Build Scope of Services, which shall be reimbursed on a monthly basis within twenty (20) calendar days after submittal of reasonable back up documents. Such reimbursable expenses shall not include Manager's personnel or overhead.

4.2.2 Permit Review and Field Inspections. Owner shall consult with Manager regarding Owner's retention of a third party, full time, permit review and field inspections team that will work in collaboration with and as a part of the program management

team. It is the intent of Owner to use the existing design review engineering firm of Frank J Kennedy and Associates, through the Bridging Document Services and to issue an RFP, in a manner consistent with the schedule requirements, for engineering review, permitting, and inspection services associated with the Design-Build Scope of Services, as a supplement to Owner's staff. To the extent that the engineer selected through the RFP process is designated with the explicit approval responsibility by the various City permitting departments, any documents (Bridging Document or Construction Plans reviewed and approved by the engineer(s) retained by Owner pursuant to Section 4.2 shall not require further plan check review by Owner and may be submitted directly to Owner to obtain the necessary City permits. The engineer's review shall be subject to the provisions of Section 4.3.6.

4.2.3 Fee; Reimbursement; Budget and Method of Payment.

4.2.3.1 Fee. Owner hereby agrees to pay Manager a fee equal to four percent (4%) of the Design-Build Contract costs incurred pursuant to Section 4.2.3.2 and five percent (5%) of reimbursable costs incurred pursuant to Section 4.2.3.2 (the "**Design-Build Fees**"). The Design-Build Fees shall be paid on a monthly basis within twenty (20) calendar days after Owner's receipt of Manager's invoice and complete supporting documentation.

4.2.3.2 Procedure for Payment of Design-Build Contract Costs. Prior to the date that is ninety (90) days after the effective date of the LDDA, the parties shall (a) subject to and consistent with the provisions of Section 3.3.1.2 of the LDDA, identify all Owner, Developer and third party funds necessary to pay the Design-Build Contract costs and (b) agree upon and implement a procedure whereby (i) the funds to be paid by Owner are deposited into a segregated account, (ii) third party funds are secured and (iii) Design-Build Contract costs are paid directly by Owner or third parties and Manager is not required to advance any portion of the Design-Build Contract costs. For avoidance of doubt, the funding and payment procedures to be agreed upon pursuant to this Section shall require Owner to pay all costs (a) included in the G-Max Price, (b) included as change orders to the Design-Build Contract that are approved by Owner or otherwise expressly authorized pursuant to this Agreement and (c) included in the Design-Build Contract. The procedures to be agreed upon pursuant to this Section shall include (y) a requirement that Manager shall submit a monthly report to Owner which sets forth (i) the percentage of work completed pursuant to the Design-Build Contract on a line item basis through the end of the prior month and (ii) costs incurred pursuant to the Design-Build Contract on a line item basis through the end of the prior month and (z) disclosure of material information, based on the actual knowledge of Manager's representative, regarding (i) potential, future costs in excess of the G-Max Price or (ii) the potential loss of previously identified sources of funds that would require Owner to incur costs in excess of the Owner funds identified in Section 3.3.1.1.1 of the LDDA.

4.2.3.3 Change Order Procedures. Manager may, without Owner's prior consent, authorize amendments to the Design-Build Contract to increase or decrease the G-Max Price paid thereunder by an amount (in the aggregate) not to exceed an individual amount or the a total of several amounts equal to $50,000 for each subcontractor under the Design-Build Contract. Any change order or combination of change orders to any subcontract shall not exceed the foregoing limitations without Owner's project manager's prior written consent. Owner shall not unreasonably withhold, condition or delay its consent to Manager's written request to amend

a subcontract. Manager shall have the right to request in writing such consent at the weekly meetings described in Section 5.21 hereof, and Owner shall have ten (10) business days to review and approve or reject in writing any such request. The approved budget for the Design-Build Contract shall be revised monthly to reflect all changes to subcontracts and the impact of those changes on the Design-Build Contract line item contingency.

4.3 Miscellaneous Provisions. The following provisions are related to Project Construction Management Services:

4.3.1 Manager Designated Representative. Phil Tagami shall be Manager's designated representative responsible for communications with Owner for the duration of the Project Construction Management Services. Manager may replace its designated representative only with the consent of Owner and Manager, which shall not be unreasonably withheld, and shall promptly replace its designated representative upon written objection by Owner to the representative's performance.

4.3.2 Proprietary of Confidential Information of Owner. Manager understands and agrees that, in the performance of the Project Construction Management Services, Manager may have access to private or confidential information which may be owned or controlled by Owner and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Owner. Manager agrees that all information disclosed by Owner to Manager shall be held in confidence and used only in performance of the Agreement. Manager shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Notwithstanding the foregoing to the contrary, in the event that Manager is required pursuant to a final judicial order that is not appealable to disclose any such information, it may do so without liability hereunder. These obligations shall survive the termination of this Agreement.

4.3.3 Ownership of Results. Any interest of Manager or the consultants, in specifications, studies, reports, memoranda, computation documents, drawings, plans, sheets, or other documents prepared pursuant to the Project Construction Management Services shall be assigned and transmitted to Owner. However, Manager and the consultants may retain and use copies for reference and as documentation of its experience and capabilities.

4.3.4 Copyright. Manager shall execute appropriate documents to assign to Owner the copyright to works created pursuant to the Project Construction Management Services.

4.3.5 Title of Property. Title to all property, real and personal, acquired by Manager from Owner funds or on behalf of Owner shall vest in the name of Owner and shall be accounted for by means of a formal set of property records. Property, real and personal, acquired by Manager's funds may vest in the name of Manager. Manager acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for Owner during the Term. In the case of lost or stolen items or equipment, Manager shall immediately notify the Police Department, obtain a written police report and notify Owner in accordance with "**Notice**" section of this Agreement. Prior to the disposition or sale of any real or personal property acquired with Owner funds or vested in Owner, Manager shall obtain approval by

Owner' City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120, *Surplus supplies and equipment – Disposal or Destruction.*

4.3.6 Review, Comment and Approval Procedures. Manager shall provide Owner and Developer with full access to all drafts and material updates to all documentation related to the Bridging Documents, proposed G-Max Price, Design-Build Contract, and Construction Drawings, including contracts and plans as required in Section 3.3.1.2 of the LDDA. Deliveries to Developer shall be labeled "Time Sensitive Review Materials Pursuant to Section 3.2.4 of the LDDA – Failure to Review Within Applicable Time Period Shall Result in the Deemed Approval of Included Materials." Manager and Owner shall follow the review, comment and approval process required by Sections 3.2.4 and 3.2.5 of the LDDA, and Manager shall ensure that all comments are incorporated into subsequent drafts of the applicable materials. Owner shall use commercially reasonable efforts to respond in writing to Manager's written requests for feedback related to the performance of the Project Construction Management Services within ten (10) business days after Manager's written request therefor. In the event that Owner fails to provide a timely response, upon written notice to Owner's project manager, (a) Manager shall be entitled to (i) suspend further work on the Project Construction Management Services related to such requested feedback and (ii) direct the applicable consultants and contractors (including the Contractor) to suspend work on the Project Construction Management Services related to such requested feedback and (b) Owner shall be responsible for all third party costs, if any, related to Owner's delayed response. If, as a result of Owner's failure to timely respond under this Section 4.3.6, the Public Improvement project costs are anticipated to exceed the G-Max Price and the City Contribution amount set forth in Section 3.3.1.1.1 of the LDDA, Owner shall have the right to direct Manager to suspend work under the applicable third party contracts and the parties shall meet and confer to determine the appropriate source of funds to continue the work. If the parties are unable to identify such funds, Owner shall have the right to require Manager to terminate the applicable third party contracts. Where Manager's approval is required, Manager shall provide written approval or disapproval within ten (10) calendar days after receipt of a written request therefor. Owner shall provide ongoing reviews, permits and other approvals of the matters delivered pursuant to Section 4 that will ensure ultimate permitting approval of the Public Improvements by the City prior to the deadlines imposed by the Amended Baseline Agreement and other grant documents.

4.3.7 Indemnification.

4.3.7.1 Subject to the provisions of Section 4.3.7.7 below, Manager shall indemnify and hold harmless (and at Owner's request, defend) Owner Parties from and against any and all Claims caused by or arising out of any:

(a) Negligent or willful acts or omissions in the course of performance of the Project Construction Management Services;

(b) Unauthorized use or disclosure by Owner of Confidential Information as provided in Section 4.3.2 above; and

(b) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.

Notwithstanding the foregoing to the contrary, the foregoing indemnity and hold harmless obligation shall not include Claims arising out of or related to the negligence or willful misconduct of Owner Parties.

4.3.7.2 Owner shall give Manager prompt written notice of any such claim of loss or damage and shall cooperate with Manager, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with Owner's interests.

4.3.7.3 Notwithstanding the foregoing to the contrary, Owner shall have the right if Manager fails or refuses to defend Owner with counsel acceptable to Owner to engage its own counsel for the purposes of participating in the defense. In addition, Owner shall have the right to withhold any payments due Manager in the amount of anticipated defense costs plus additional reasonable amounts as security for Manager's obligations under Section 4.3.7. In no event shall Manager agree to the settlement of any claim described herein without the prior written consent of Owner.

4.3.7.4 Manager's duty to defend Owner Parties shall arise at the time notice of a Claim is first provided to Manager by Owner Parties, regardless of whether the claimant has filed suit on the Claim. Manager's duty to defend Owner Parties shall arise even if Owner Parties, or any of them, are the only parties identified/sued by the claimant. After tender by the any one of Owner Parties, Manager will defend any and all Claims which may be brought or threatened against Owner Parties and will pay on behalf of Owner Parties any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payments on behalf of Owner Parties shall be in addition to any and all other legal remedies available to Owner Parties and shall not be considered Owner Parties' exclusive remedy. Notwithstanding any provision of this Agreement to the contrary, if a defense was provided by Manager, upon final resolution of the Claim by judgment or award, Owner shall reimburse Manager for such defense costs to the extent that:

(a) the Claim arises out of, pertains to, or relates to the sole negligence or willful misconduct of any of Owner Parties; or

(b) the Claim does not arise out of, pertain to, or relate to the scope of the Project Construction Management Services.

Further, if a defense was provided by Manager, upon final resolution of the Claim by a settlement agreement, Owner shall reimburse Manager for a percentage of defense costs actually incurred by Manager, which percentage shall be calculated by dividing the amount that Owner Parties agreed to pay pursuant to the settlement agreement by the total amount that both Manager and Owner Parties agreed to pay pursuant to the settlement agreement. Manager shall not agree to enter into any settlement agreement that requires an Owner Party to pay any amount without such Owner Party's express, prior written consent.

4.3.7.5 All of Manager's obligations under Section 4.3.7 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or earlier termination of this Agreement.

4.3.7.6 The indemnity set forth in Section 4.3.7 shall not be limited by the insurance requirements contained in Exhibit D hereof, or by any other provision of this Agreement other than Section 4.3.7.7.

4.3.7.7 Notwithstanding the provisions of Section 4.3.7.1 to the contrary, Owner hereby agrees that Manager shall have no liability to Owner or any of the Owner Parties for Claims arising out of or related to errors and omissions of the design work prepared by any consultant or the improvements constructed by contractor pursuant to the Project Construction Management Services, and that Owner and Owner Parties shall look solely to the applicable consultant(s) or contractors for defense and indemnity for such matters pursuant to the applicable provisions of the consultant's or contractor's contract.

4.3.8 Community Benefits. The Project Construction Management Services shall be subject to the applicable community benefits obligations set forth in Exhibit G.

4.3.9 Hazardous Materials Procedures. Prior to conducting any subsurface activities at the Gateway Development Area (including sampling), Manager shall provide Owner with written notice of the proposed activity, which notice provides a detailed description of the proposed work. Owner shall have the right to review, comment on and approve of the proposed work, and such work shall be subject to the Environmental Remediation Requirements, including review by the Port and DTSC and/or RWQCB. Manager shall comply with (or cause the applicable contractors to comply with) Owner's reasonable requirements related to or required by such review. Manager further acknowledges that the scope of its duties as City's agent, do not include the right or obligation to interface with regulatory agencies with respect to Hazardous Materials, which, unless otherwise directed by Owner, shall be conducted solely by Owner. Any feedback Owner is required or desires to provide pursuant to this Section 4.3.9 shall be provided within ten (10) business days after manager's written request therefor. Owner shall use commercially reasonable efforts to require third parties (including the Port, DTSC and the RWQCB) to complete their review and comment in a timely manner. Any costs incurred as a result of the comments provided pursuant to this Section 4.3.9 or the time necessary to complete the required procedures shall be paid by Owner.

5. MISCELLANEOUS.

5.1 Books and Records.

5.1.1 Accounting for the Property Management Services. Manager shall maintain accurate books and records of the accounts related to the Property Management Services, which shall be and remain the exclusive property of Owner, and may be inspected and/or copied by Owner, or its designated representatives, at the office of Manager at any time during normal business hours upon reasonable notice to Manager. Within fifteen (15) days following the end of each month during the term hereof, Manager shall render to Owner a

monthly statement showing all receipts and disbursements with respect to the Property Management Services for the month immediately preceding. As part of such monthly statement, Manager shall include an actual versus budget variance, and, upon Owner's reasonable request, occupancy, leasing and accounts receivable status, and any material information with respect to the Property Management Services. Manager shall maintain the books and records for seven years, after which it shall provide copies of the books and records to Owner.

5.1.2 Books and Records for Materials Handling Services and Project Construction Management Services. Manager shall maintain accurate books and records of the accounts related to the Materials Handling Services and Project Construction Management Services, which shall be and remain the exclusive property of Owner, and may be inspected and/or copied by Owner, or its designated representatives, at the office of Manager at any time during normal business hours upon reasonable notice to Manager. Manager shall maintain the books and records for seven years, after which it shall provide copies of the books and records to Owner.

5.1.3 Electronic Format. Owner desires to determine the cost of maintaining the books and records in an electronic format. Therefore, Manager shall maintain the books and records in an electronic format for the first two (2) months of this Agreement, at which time the parties shall meet and confer regarding the related costs and Owner shall determine whether it desires to have the records maintained in an electronic format for the balance of the Agreement. All costs associated with such electronic format (including the initial "test" period) shall be a reimbursable expense under Section 2.7.3(b) (for records related to Property Management Services, Section 3.6 for records related to Materials Handling Services) and Sections 4.1.5.1 and 4.2.1.4 (for records related to the Project Construction Management Services).

5.1.4 Audits.

5.1.4.1 City Audit. Without limiting the provisions of Section 5.27 hereof, Owner, City Auditor, or any auditor or representative designated by Owner or the City Auditor (hereinafter collectively referred to as "**Owner**" for purposes of Section 5.1.4) may request an audit of such books and records with respect to the Services as are kept by Manager pursuant hereto no more frequently than once per calendar year. The cost of any such audit shall be performed at Owner's sole cost and expense, unless the audit reveals the following, in which case Manager shall bear the cost of the audit:

(a) Property Management Services. The Gross Receipts (as hereinafter defined) and total expenses from the Property Management Services for the period audited differs from the Gross Receipts and total expenses reported by Manager for such period by more than three percent (3%);

(b) Materials Handling Services. The total amount of the Materials Handling Services costs actually deducted from the Tipping Fees pursuant to Section 3.5 and the Mobilization Fee and reimbursable costs paid to Manager pursuant to Section 3.6, each for the period audited, differs from the actual expenses, fees and reimbursables related to the Materials Handling Services actually incurred or payable for such period by more than three percent (3%); and

(c) Project Construction Management Services. The total amount of the reimbursements, payments and fees actually paid by the City pursuant to Sections 4.1.2, 4.1.5 and 4.2.3 related to the Project Construction Management Services, each for the period audited, differs from the actual reimbursements, payments and fees related to the Project Construction Management Services actually incurred or payable for such period by more than two percent (2%).

Such audit will be conducted only during regular business hours at Manager's office and only after Owner gives Manager fourteen (14) days' prior written notice. Upon completion of any audit, the results shall be sent to Manager and any payments or reimbursements due as a result of such audit shall be made within thirty (30) days after the date of completion of such audit. Manager shall cooperate with and give all reasonable assistance to any accountant or bookkeeper retained by Owner to audit such books and records with respect to the Services.

5.1.4.2 Army Audit. Owner is required to provide to the Army Auditing Department an audit for property that includes some or all of the Gateway Development Area, such audit being due each March 31 for the preceding July 1 to June 30 period (the "**Army Audit**"). Manager agrees cooperate in the preparation and development of the Army Audit, which could require providing information and documents and might entail Manager's hiring of an outside accounting firm to prepare and issue an audit, subject to Owner's review, revision and approval. Owner retains the obligation to submit the Army Audit to the applicable authority. Manager shall be reimbursed for third-party costs, and shall be entitled to charge a reasonable fee for furnishing such documents or providing information associated with the Army Audit in order to cover Manager's expenses.

5.1.5 Delivery of Documents. On the reasonable request of Owner, Manager shall promptly furnish to Owner copies of any agreements entered into by Manager in the exercise of its duties hereunder, and of any bills, fee statements, premium statements, notices and other documents relating to the Gateway Development Area. Manager shall be entitled to charge a reasonable fee for furnishing such documents in order to cover Manager's expenses.

5.1.6 Accounting for Owner. In no event shall Manager be obligated to furnish personal accounting or tax services for Owner.

5.2 Owner's Representatives. Owner shall designate an Owner's project manager to Manager respecting the Services. Unless otherwise notified in writing by Owner or otherwise specified in this Agreement, Owner's project manager has the authority to perform all of Owner's obligations and exercise Owner's rights hereunder. Owner shall have the right to designate other individuals as Owner's project manager, however, Owner shall use commercially reasonable efforts to provide for a reasonable transition period between designated individuals during which time the outgoing individual shall train the incoming individual. Owner shall also designate a Hazardous Materials Representative and Real Estate Representative within ten (10) business days after the Effective Date. After the initial designation, Owner shall have the right to designate a different Hazardous Materials or Real Estate Representative upon three (3) business days' notice.

5.3 Right of Entry. Owner hereby grants Manager a non-exclusive right of entry upon the Gateway Development Area during the term of this Agreement for the performance of the Services. Such right of entry is subject to the provisions of the agreements set forth in Exhibit B.

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

5.5 Assignment. Manager shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of Owner and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer. Approval of any assignment shall be at Owner's sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon the parties hereto, their legal representatives, successors and permitted assigns.

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

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

Any publicity regarding the project shall be mutually approved by the parties.

5.7 City of Oakland Campaign Contribution Limits. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either one hundred eighty (180) days after completion of, or termination of, contract negotiations. Manager must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as Exhibit M.

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

5.9 Arizona and Arizona-Based Businesses. Manager agrees that in accordance with Resolution No. 82727 C.M.S., passed in May, 2010, neither it nor any of its subsidiaries, affiliates or agents that will provide services under the this Agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of the Term with the City of Oakland or until Arizona rescinds SB 1070, whichever is sooner.

Manager acknowledges its duty to notify the Department of Contracting and Purchasing, Purchasing Division if its business entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

5.10 Dispute Disclosure. Manager and its contractors are required to disclose pending disputes with Owner when they are involved in submitting bids, proposals or applications for an Owner contract or transaction involving professional services. This includes contract amendments. Manager agrees (and shall require its contractors to agree) to disclose, and has disclosed, any and all pending disputes to Owner prior to execution of this Agreement. Owner will provide a form for such disclosure upon Manager's or its contractor's request. Failure to disclose pending disputes prior to execution of this Agreement amendment shall be a basis for termination of the Agreement or any amendment. This requirement shall be included in the Design-Build Contract and the Design-Build Contract shall require it be in each subcontract agreements.

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

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

5.13 Business Tax Certificate. Manager shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

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

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

City of Oakland
One Frank H. Ogawa Plaza

Oakland, CA 94612
Attn: _____

Owner Project Manager
City of Oakland
Contact to be provided by Owner upon designation per Section 5.2

Oakland City Attorney's Office
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
Attn: Dianne Millner, Supervising Deputy City Attorney for Redevelopment
(510) 238-6839
(510) 238-6500 (Fax)

California Capital & Investments Group, Inc.
300 Frank H. Ogawa Plaza, Suite 340
Oakland, CA, 94612
Attn: Phil Tagami
(510) 834-5380 (Fax)

Copy to:

Law Office of Marc Stice
2201 Broadway, Suite 604
Oakland, CA 94612
Attn: Marc Stice
(510) 251-1030

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

5.16 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Manager for the matters set forth herein and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

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

5.18 Severability/Partial Invalidity. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then

notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

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

5.20 Inconsistency. If there is any inconsistency between this Agreement and the attachments/exhibits, the text of this Agreement shall prevail.

5.21 Progress Meetings. During the course of the work hereunder, Owner and Manager agree to hold periodic progress meetings (but not less often than weekly, as appropriate considering the progress of the work, to coordinate the preparation of, submission to, and review of, any documents by Owner and to review and discuss other items related to the work. Owner and Manager agree to communicate and consult informally as frequently as is reasonably necessary to ensure that the formal submittal of any required documents to Owner can receive prompt and speedy consideration.

5.22 Independent Contractor.

(a) Rights and Responsibilities. It is expressly agreed that in the performance of the Services, Manager shall be, and is, an independent contractor, and is not an employee of Owner or the City of Oakland (the "City"). Manager has and shall retain the right to exercise full control and supervision of the Services, and full control over the employment, direction, compensation and discharge of all persons assisting Manager in the performance of the Services hereunder. Manager shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Manager's own acts and those of Manager's subordinates and employees. Manager will determine the method, details and means of performing the services described in the Services.

(b) Manager's Qualifications. Manager represents that Manager has the qualifications and skills necessary to perform the Services in a competent and professional manner without the advice or direction of Owner. This means Manager is able to fulfill the requirements of this Agreement. Failure to perform all of the Services will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Manager has complete and sole discretion for the manner in which the Services are performed. Prior to execution of this Agreement, Manager shall complete Exhibit O ("Independent Contractor Questionnaire"), attached hereto.

(c) Payment of Income Taxes. Owner shall have no obligation to pay any income or other taxes on reimbursement paid to Manager or its third party consultants.

(d) Non-Exclusive Relationship. Manager may perform services for, and contract with, as many additional clients, persons or companies as Manager, in his or her sole discretion, sees fit.

(e) Cooperation of Owner. Owner agrees to comply with all reasonable requests of Manager necessary to the performance of the Services.

5.23 Authority. Each person signing on behalf of Owner and Manager hereby warrants and represents to the other that he or she has the lawful and proper responsibility and authority to enter this Agreement as provided herein.

5.24 Attorney's Fees. In the event Manager or Owner shall institute dispute resolution or legal proceedings against the other arising out of the terms of this Agreement or the performance hereunder, the prevailing party shall recover from the other all attorney's fees, costs and expenses incurred in connection with any such action.

5.25 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

5.26 Waiver of Consequential Damages. The parties hereby waive any and all right to receive consequential damages arising out of a breach of this Agreement or any indemnity obligation hereunder from the other party or any affiliate thereof.

5.27 Public Records. Manager acknowledges that under the California Public Records Act and the City's Sunshine Ordinance both as they may be amended or modified, or any similar public records disclosure law hereinafter enacted that by its terms applies to this Agreement (collectively, the "Disclosure Laws"), all Manager's books and records and documents maintained by Manager (or maintained for Manager by Manager's agents) relating to this Agreement may be considered public records and, to the extent required by the Disclosure Laws, will be made available to the public upon request. Owner shall not in any way be liable or responsible for the disclosure of any such information, books or records or portions thereof if the disclosure is made pursuant to a request under the Disclosure Laws.

5.28 Insurance. Unless a written waiver is obtained from Owner's Risk Manager, Manager must provide the insurance listed in Exhibit D, Insurance Requirements. The parties agree that an Owner-controlled insurance program ("**OCIP**") or a Contractor-controlled insurance program ("**CCIP**"), each in a form, scope and with insurance limits approved by Owner in its sole and absolute discretion, shall be implemented with respect to the work to be completed under the Design-Build Contract.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Manager:

California Capital & Investment Group, Inc.,
a California corporation

By:_____
Name: Phil Tagani
Title: President

City:

Owner of Oakland, a
municipal corporation

By:_____
Name: Deanna Santana
Title: City Administrator

ORSA:

Oakland Redevelopment Successor Agency

By:_____
Name: Deanna Santana
Title: City Administrator

Approved as to Form

By:_____
City Attorney

Exhibit A

Legal Description of the Gateway Development Area

[See attached]

EXHIBIT – "A"

Plat 13 – West Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being all of Lots 9 and 10 as shown upon Parcel Map 10095 filed on _____ , in Book ____ of Parcel Maps at Pages _____ Official Records of said County.

Containing 1,229,889 square feet (28.2 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 13 – West Gateway), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date

NOTE

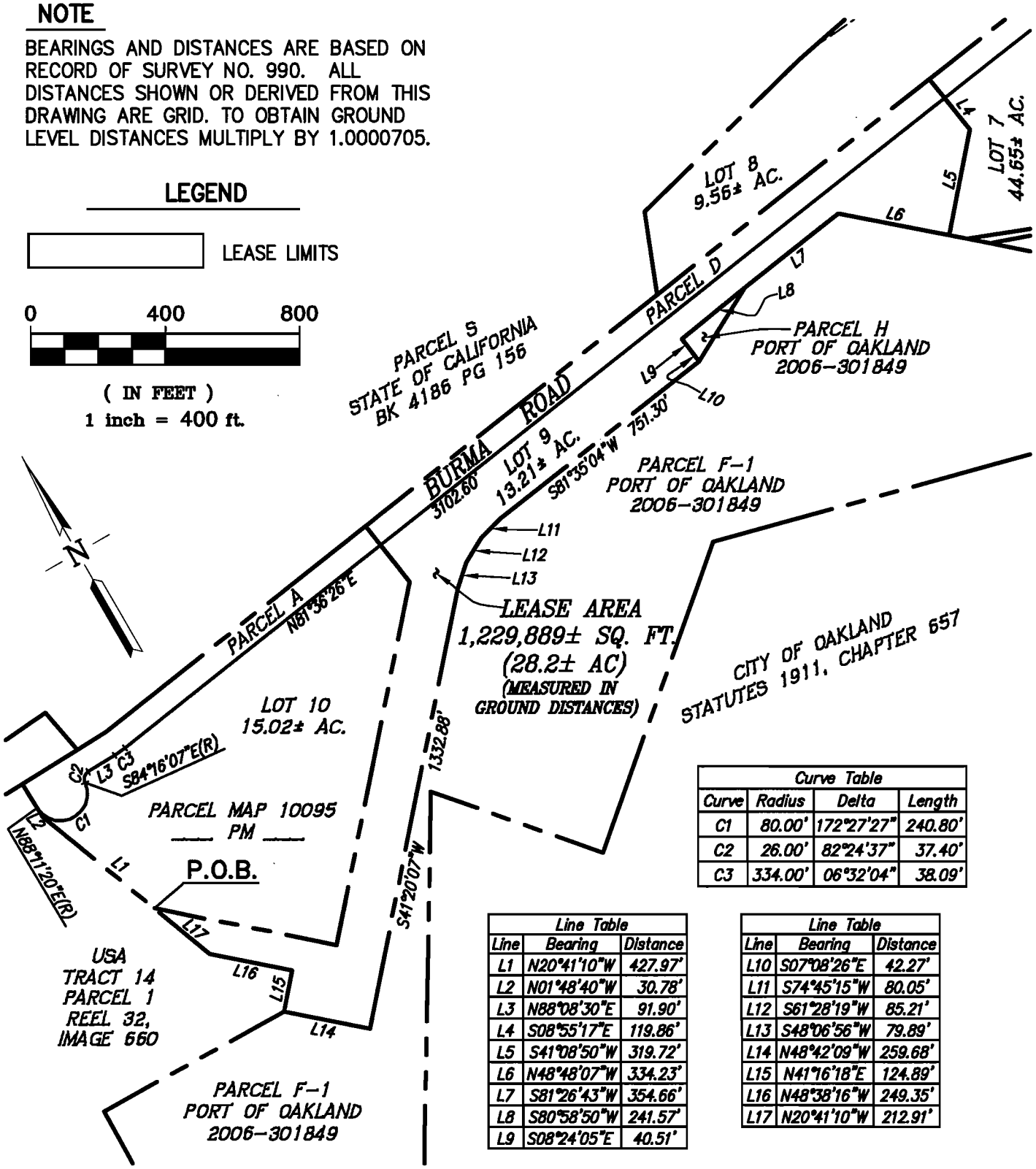
BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

LEGEND

LEASE LIMITS

0 400 800

(IN FEET)
1 inch = 400 ft.



Curve Table			
Curve	Radius	Delta	Length
C1	80.00'	172°27'27"	240.80'
C2	26.00'	82°24'37"	37.40'
C3	334.00'	06°32'04"	38.09'

Line Table		
Line	Bearing	Distance
L1	N20°41'10"W	427.97'
L2	N01°48'40"W	30.78'
L3	N88°08'30"E	91.90'
L4	S08°55'17"E	119.86'
L5	S41°08'50"W	319.72'
L6	N48°48'07"W	334.23'
L7	S81°26'43"W	354.66'
L8	S80°58'50"W	241.57'
L9	S08°24'05"E	40.51'

Line Table		
Line	Bearing	Distance
L10	S07°08'26"E	42.27'
L11	S74°45'15"W	80.05'
L12	S61°28'19"W	85.21'
L13	S48°06'56"W	79.89'
L14	N48°42'09"W	259.68'
L15	N41°16'18"E	124.89'
L16	N48°38'16"W	249.35'
L17	N20°41'10"W	212.91'

EXHIBIT B

PLAT 13 – WEST GATEWAY

WEST GATEWAY
LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

G:\Job2011\111069\Mapping\Plats\PLAT 13.dwg 6/12/2012 9:56:54 AM PDT

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=400'	6-15-2012	111069

EXHIBIT – "A"

Plat 14B – Lot 7 / Less Railroad Right of Way – Central Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of Lot 7 as shown upon Parcel Map 10095 filed on _____ , in Book ____ of Parcel Maps at Pages _____ Official Records of said County, and being more particularly described as follows:

Beginning at the most southerly corner of Lot 7; Thence along the west line of Lot 7 for the following thirteen (13) courses: (1) North 48° 48' 07" West – 1011.13, (2) North 11° 00' 07" East – 181.49 feet, (3) North 41° 18' 35" West – 11.96 feet, (4) South 86° 48' 30" West – 62.03 feet, (5) North 08° 04' 29" East – 43.36 feet, (6) North 81° 39' 04" West – 63.48 feet, (7) North 21° 23' 43" East – 72.93 feet, (8) North 81' 33" 20" West – 154.14 feet, (9) North 07° 35' 55" East – 47.96 feet, (10) North 68° 58' 20" West – 412.16 feet, (11) North 48° 48' 07" West – 54.91 feet, (12) North 41° 08' 50" East – 319.72 feet, and (13) North 08° 55' 17" West – 32.38 feet; Thence across Lot 7 for the following four (4) courses: (1) North 81° 33' 14" East – 677.72 feet to the beginning of a curve to the left, from which point the center bears North 06° 04' 27" West, (2) in a northeasterly direction 231.70 feet along the arc of said curve to the left, having a radius of 615.27 feet and through a central angle of 21° 34' 36", (3) North 62° 09' 09" East – 212.71 feet, and (4) North 68° 34' 54" East – 89.58 feet to a point of the curving east line of Lot 7, being a curve to the right from which point the center bears South 16° 18' 46" West; Thence along the east line and south line of Lot 7 for the following six (6) courses: (1) in a southeasterly direction 224.16 feet along the arc of said curve to the right, having a radius of 262.00 feet and through a central angle of 49° 01' 15", (2) South 24° 39' 59" East – 531.72 feet to the beginning of a curve to the left, (3) in a southeasterly direction 296.27 feet along

the arc of said curve to the left, having a radius of 698.00 feet and through a central angle of 24° 19' 11", (4) South 48° 59' 10" East – 161.80 feet to the beginning of a curve to the right, (5) in a southerly direction 78.54 feet along the arc of said curve to the right, having a radius of 50.00 feet and through a central angle of 90° 00' 00", and (6) South 41° 00' 50" West – 1004.22 feet to the Point of Beginning.

Containing 1,851,053 square feet (42.5 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 14B – Central Gateway), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in September 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date

NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

LEGEND

LEASE LIMITS

Line Table		
Line	Bearing	Distance
L1	N11°00'07"E	181.49'
L2	N41°18'35"W	11.96'
L3	S86°48'30"W	62.03'
L4	N08°04'29"E	43.36'
L5	N81°39'04"W	63.48'
L6	N21°23'43"E	72.93'
L7	N81°33'20"W	154.14'
L8	N07°35'55"E	47.96'
L9	N48°48'07"W	54.91'
L10	N08°55'17"W	32.38'
L11	N62°09'09"E	212.71'
L12	N68°34'54"E	89.58'

Curve Table			
Curve	Radius	Delta	Length
C1	615.27'	21°34'36"	231.70'
C2	262.00'	49°01'15"	224.16'
C3	698.00'	24°19'11"	296.27'
C4	50.00'	90°00'00"	78.54'

N

0 400 800

(IN FEET)
1 inch = 400 ft.

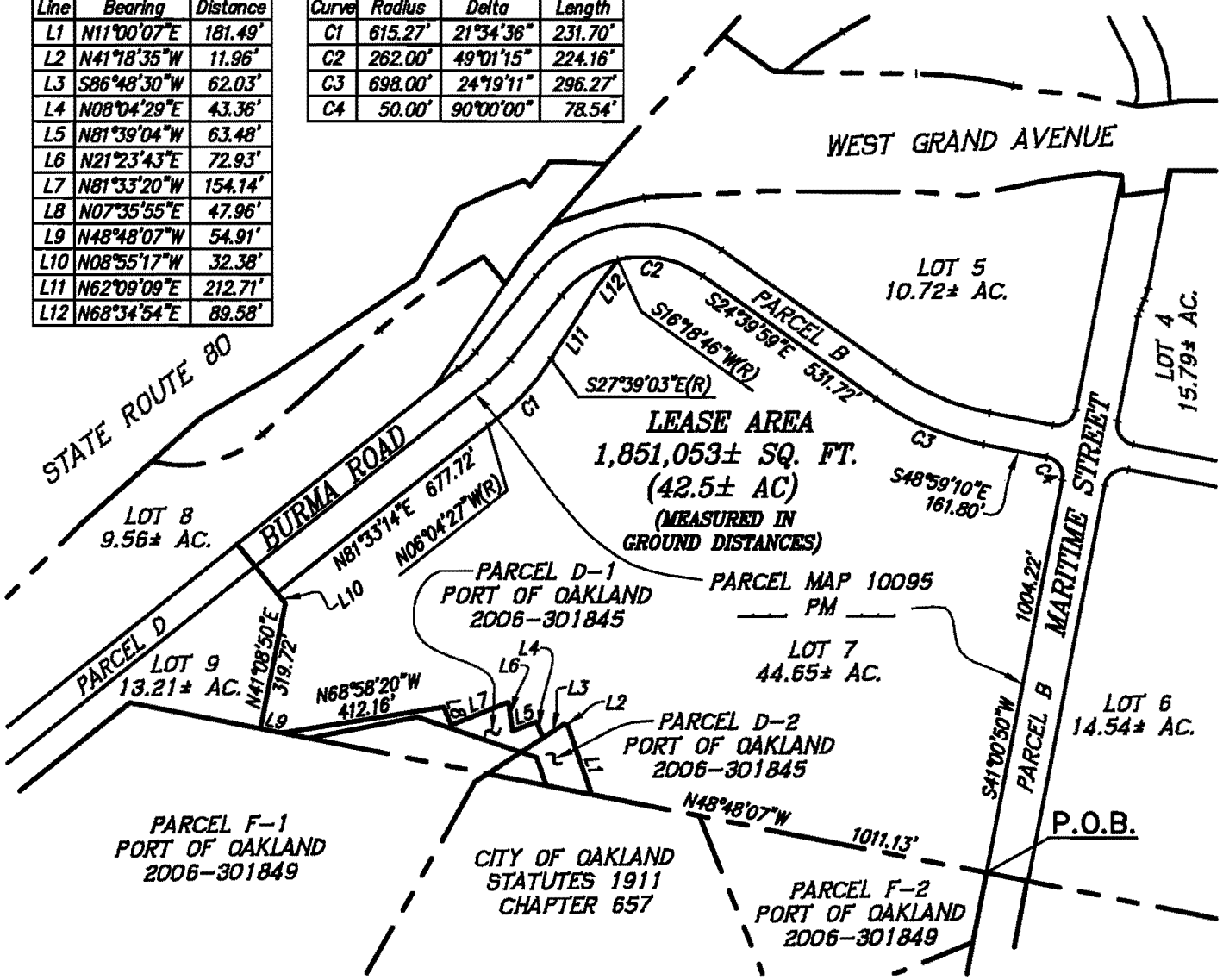


EXHIBIT B

PLAT 14B – CENTRAL GATEWAY

CENTRAL GATEWAY
LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

G:\Job2011\111069\Mapping\Plats\PLAT 14B.dwg 8/31/2012 12:53:17 PM PDT

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=400'	8-31-2012	111069

EXHIBIT – "A"

Plat 8C – South – East Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being all of Lot 6 as shown upon Parcel Map 10095 filed on _____ , in Book ____ of Parcel Maps at Pages _____ Official Records of said County.

Containing 633,246 square feet (14.5 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 8C – South / East Gateway), attached and hereby made part of the land description.

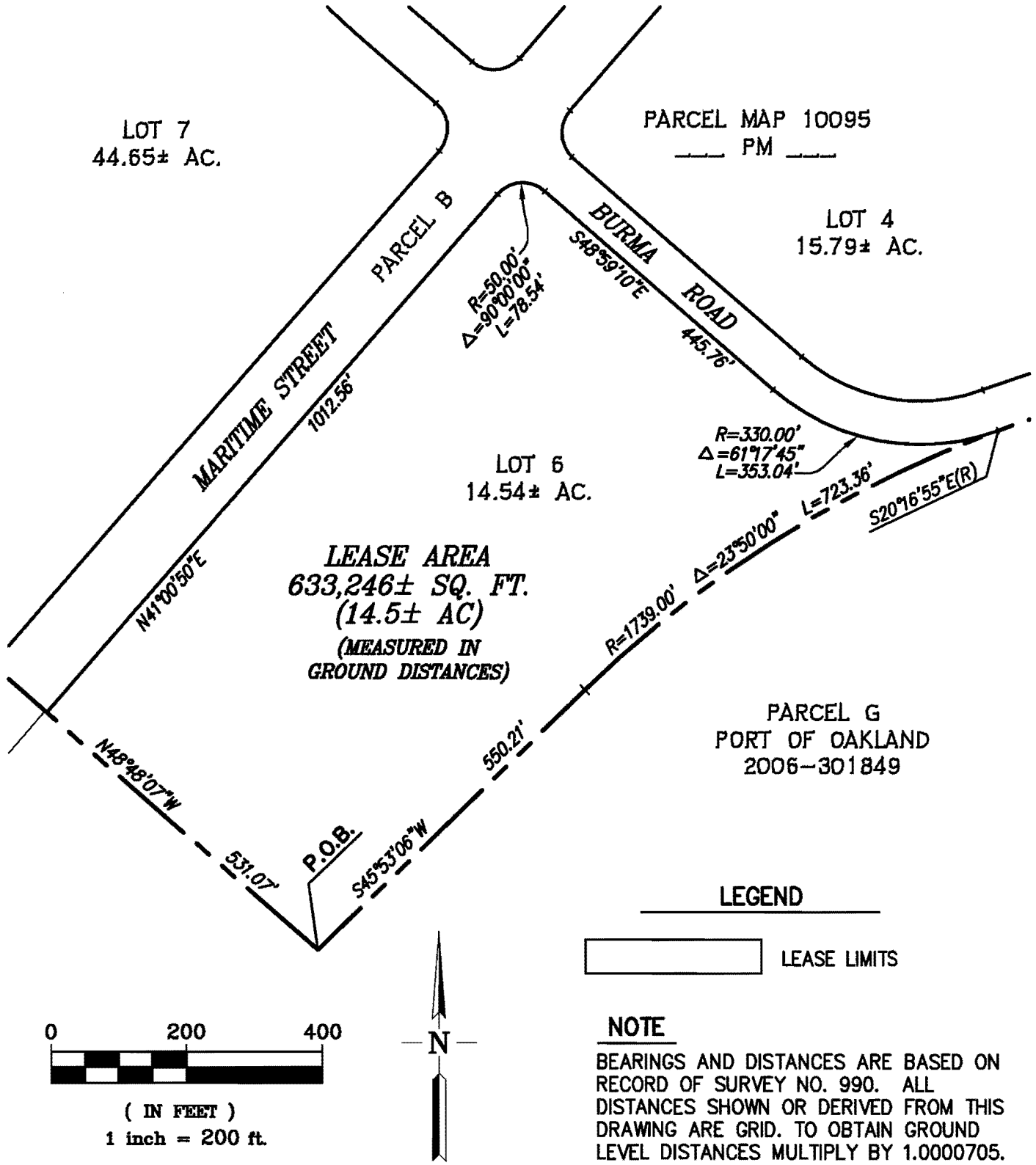
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date



NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B

PLAT 8C – SOUTH

EAST GATEWAY

LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

G:\Job2011\111069\Mapping\Plats\PLAT 8C.dwg 6/11/2012 1:17:30 PM PDT

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=200'	6-15-2012	111069

EXHIBIT – "A"

Plat 8A – North – ~~North~~ East Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being all of Lot 4 as shown upon Parcel Map 10095 filed on _____ , in Book ____ of Parcel Maps at Pages _____ Official Records of said County.

Containing 687,753 square feet (15.8 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 8A – North / East Gateway), attached and hereby made part of the land description.

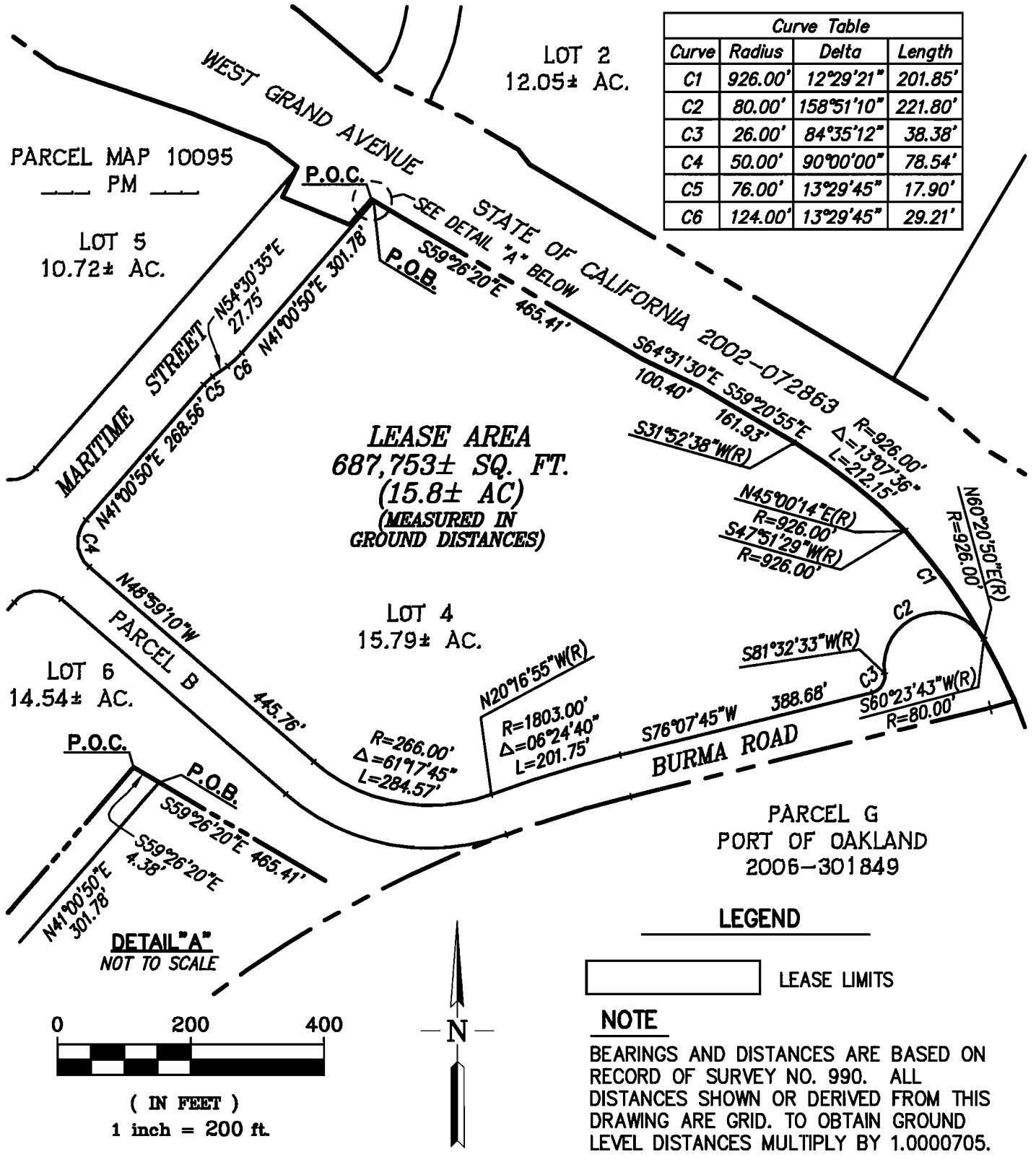
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date



Curve Table			
Curve	Radius	Delta	Length
C1	926.00'	12°29'21"	201.85'
C2	80.00'	158°51'10"	221.80'
C3	26.00'	84°35'12"	38.38'
C4	50.00'	90°00'00"	78.54'
C5	76.00'	13°29'45"	17.90'
C6	124.00'	13°29'45"	29.21'

NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B

PLAT 8A – NORTH

EAST GATEWAY

LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

G:\Job2011\111069\Mapping\Plats\PLAT 8A.dwg 6/12/2012 9:13:55 AM PDT

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=200'	6-15-2012	111069

EXHIBIT – "A"

AMS Site – Central / North Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being portions of Lots 3 & 5 as shown upon Parcel Map 10095 filed on _____, in Book ____ of Parcel Maps at Pages _____ Official Records of said County, being a portion of that certain parcel described as Parcel 56444 (West Grand Avenue) in a Quitclaim Deed recorded on February 13, 2002 under document no. 2002-072863 in the Official Records of said County, and being more particularly described as follows:

Beginning at the most southern corner of said Lot 3, same corner being on the north line of said Parcel 56444; Thence along the common line between Parcel 3 and Parcel 56444 for the following four (4) courses: (1) North 49° 47' 18" West – 150.22 feet, (2) North 54° 46' 46" West – 103.19 feet, (3) North 47° 07' 33" West – 55.66 feet to the beginning of a curve to the left, and (4) in a northwesterly direction 13.73 feet along the arc of said curve to the left, having a radius of 1160.00 feet and through a central angle of 00° 40' 42" to the southeast corner of that certain parcel described as Caltrans Parcel 7 in an Easement Instrument recorded on April 29, 2005 under document no. 2005-171016 in the Official Records of said County; Thence leaving said common line and along the east line of said Caltrans Parcel 7 for the following eight (8) courses: (1) South 36° 37' 46" West – 70.05 feet, (2) South 51° 19' 40" East – 66.99 feet, (3) South 32° 28' 20" West – 27.14 feet, (4) South 31° 56' 59" West – 28.07 feet, (5) North 67° 56' 50" West – 61.75 feet, (6) North 67° 23' 33" West – 63.74 feet, (7) North 63° 48' 02" West – 57.80 feet, and (8) South 18° 47' 05" West – 127.74 feet to the most southern corner of said Caltrans Parcel 7, same corner being on the common line between said Lot 5 and Parcel 56444; Thence along said common line Lot 5 for the following three (3) courses: (1) South 71° 14' 04" East – 214.96 feet, (2) South 68° 12' 53" East – 121.49 feet, (3) South 52° 34' 03" East – 57.26 feet, and (4) South 26° 23' 46" West – 3.42 feet to the

northeast corner of Lot 5; Thence along the easterly, southerly, and westerly lines of Lot 5 for the following six (6) courses: (1) South 41° 00' 50" West – 594.91 feet to the beginning of a curve to the right, (2) in a southwesterly direction 78.54 feet along the arc of said curve to the right, having a radius of 50.00 feet and through a central angle of 90° 00' 00", (3) North 48° 59' 10" West – 161.80 feet to the beginning of a curve to the right, (4) in a northwesterly direction 261.89 feet along the arc of said curve to the right, having a radius of 617.00 feet and through a central angle of 24° 19' 11", (5) North 24° 39' 59" West – 531.72 feet to the beginning of a curve to the left, and (6) in a northwesterly direction 188.55 feet along the arc of said curve to the left, having a radius of 343.00 feet and through a central angle of 31° 29' 44"; Thence crossing through Lot 5, Parcel 56444, and Lot 3 for the following six (6) courses: (1) North 82° 05' 31" East – 453.40 feet to the beginning a curve to the left, (2) in a northeasterly direction 83.51 feet along the arc of said curve to the left, having a radius of 593.69 feet and through a central angle of 08° 03' 34", (3) North 74° 01' 57" East – 78.61 feet to the beginning of a curve to the right, (4) in a northeasterly direction 231.50 feet along the arc of said curve to the right, having a radius of 553.69 feet and through a central angle of 23° 57' 21", (5) South 82° 00' 42" East – 283.53 feet to the beginning of a curve to the right, and (6) in a southeasterly direction 166.24 feet along the arc of said curve to the right, having a radius of 2844.93 feet and through a central angle of 03° 20' 53" to a point on the east line of said Lot 3; Thence along the east line of said Lot 3 for the following five (5) courses: (1) South 12° 35' 53" West – 76.32 feet to the beginning of a curve to the left, (2) in a southwesterly direction 60.01 feet along the arc of said curve to the left, having a radius of 339.00 feet and through a central angle of 10° 08' 35", (3) South 02° 27' 18" East – 132.48 feet to the beginning of a curve to the right, (4) in a southwesterly direction 114.50 feet along the arc of said curve to the right, having a radius of 254.00 feet and through a central angle of 25° 49' 39" to a point of compound curvature from which point the center bears North 61° 43' 04" West, and (5) in a southwesterly direction 28.57 feet along the arc of said curve to the right, having a radius of 41.00 feet and through a central angle of 39° 55' 14" to **POINT OF**

BEGINNING, containing 742,419 square feet (17.0 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" AMS Site), attached and hereby made part of the land description.

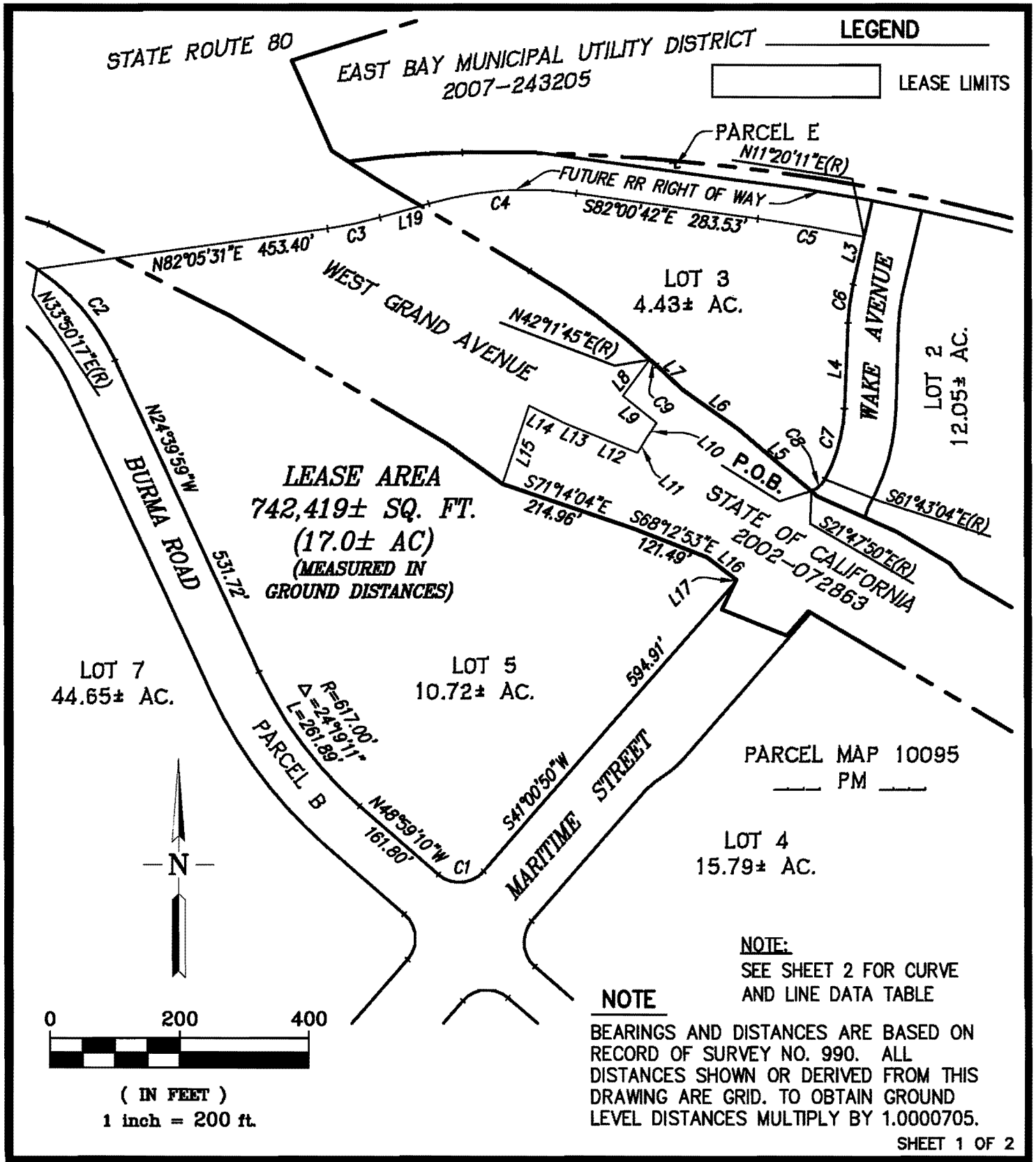
Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

_____ _____

Scott A. Shortlidge, LS 6441 Date



NOTE:
SEE SHEET 2 FOR CURVE AND LINE DATA TABLE

NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

SHEET 1 OF 2

EXHIBIT B

AMS SITE

CENTRAL/NORTH GATEWAY

LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

G:\Job2011\111069\Mapping\Plats\AMS EXCLUSION.dwg 9/5/2012 2:43:26 PM PDT

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1"=200'	9-5-2012	111069

Line Table		
Line	Bearing	Distance
L3	S12°35'53"W	76.32'
L4	S02°27'18"E	132.48'
L5	N49°47'18"W	150.22'
L6	N54°46'46"W	103.19'
L7	N47°07'33"W	55.66'
L8	S36°37'46"W	70.05'
L9	S51°19'40"E	66.99'
L10	S32°28'20"W	27.14'
L11	S31°56'59"W	28.07'
L12	N67°56'50"W	61.75'
L13	N67°23'33"W	63.74'
L14	N63°48'02"W	57.80'
L15	S18°47'05"W	127.74'
L16	S52°34'03"E	57.26'
L17	S26°23'46"W	3.42'
L19	N74°01'57"E	78.61'

Curve Table			
Curve	Radius	Delta	Length
C1	50.00'	90°00'00"	78.54'
C2	343.00'	31°29'44"	188.55'
C3	593.69'	8°03'34"	83.51'
C4	553.69'	23°57'21"	231.50'
C5	2844.93'	3°20'53"	166.24'
C6	339.00'	10°08'35"	60.01'
C7	254.00'	25°49'39"	114.50'
C8	41.00'	39°55'14"	28.57'
C9	1160.00'	0°40'42"	13.73'

SHEET 2 OF 2

EXHIBIT B

AMS SITE

CENTRAL/NORTH GATEWAY

LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

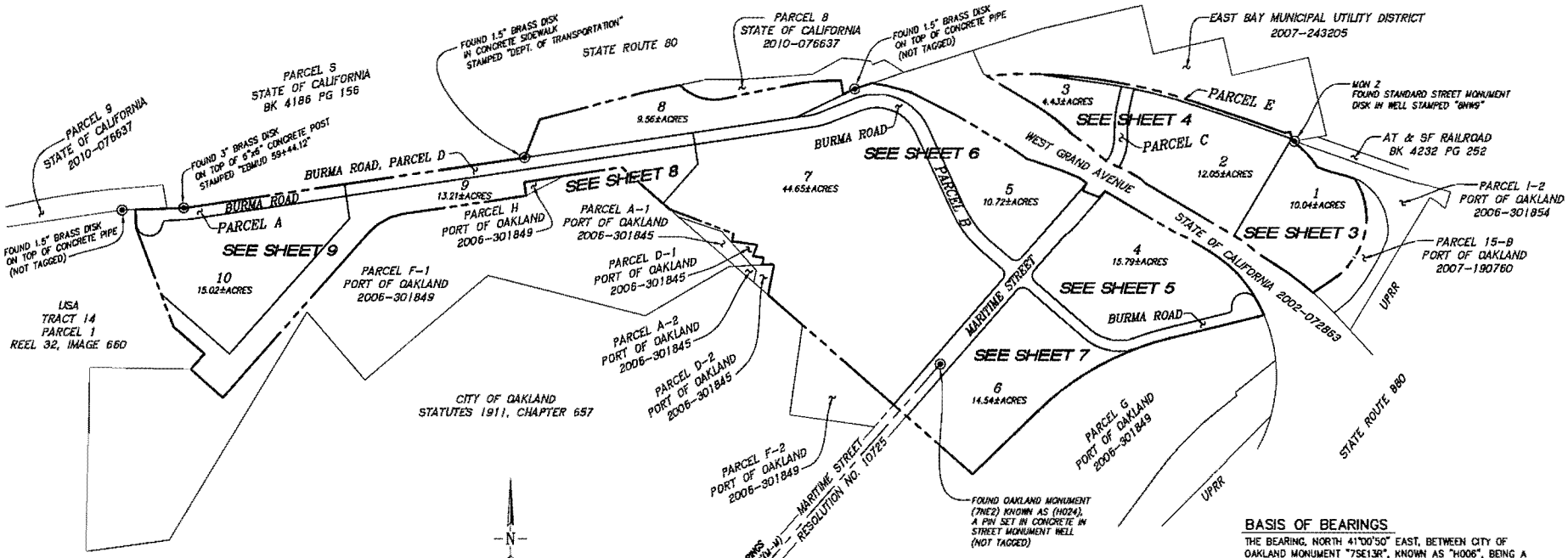
G:\job2011\111069\Mapping\Plots\AMS EXCLUSION.dwg 9/5/2012 2:43:26 PM PDT

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
N/A	9-5-2012	111069

North Gateway

That certain real property located in the City of Oakland, County of Alameda and State of California, more particularly described as Lots 1 and 2 of the proposed Parcel Map 10095 (see attached).



NOTES:

1. **SEISMIC HAZARD NOTE:**
   THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA: A SEISMIC HAZARD ZONE-LIQUEFACTION ZONE PURSUANT TO SECTION 2696 OF THE PUBLIC RESOURCES CODE. THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

2. **PUBLIC ADVISORY:**
   THIS MAP IS BASED ON PRIVATE SURVEYS PERFORMED BY LICENSED PROFESSIONALS AND WILL NOT BE UPDATED OR CORRECTED BY THE CITY OF OAKLAND AFTER ITS FILING. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE BY THE CITY OF OAKLAND THAT THIS MAP AND THE SURVEY INFORMATION ON WHICH IT IS BASED IS CORRECT, ACCURATE, AND CURRENT, NOR THAT THE CITY WILL RETAIN FOR PUBLIC INSPECTION ANY RELATED INFORMATION WHICH MAY BE SUBSEQUENTLY SUBMITTED TO THE CITY, INCLUDING ALLEGED OR ACTUAL DISCREPANCIES, INACCURACIES, DEFICIENCIES AND ERRORS.

3. BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

4. A BLANKET ACCESS EASEMENT EXISTS OVER ENTIRE PROPERTY, EXCEPT PARCEL B, PER 2003-466370

REFERENCES:

(1) GRANT DEED 2012-030757 AND PARCEL MAP NO. 10074
(2) QUITCLAIM DEED 2006-301850
(3) PORT RECORD OF SURVEY NO. 1704 (26 RS 65)
(4) EBMUD RECORD OF SURVEY NO. 1845 (28 RS 57)
(5) STATE RECORD OF SURVEY NO. 1687 (25 RS 58)
(6) EBMUD RIGHT OF WAY MAPS VN-15 AND VN-16 (10161-C) DATED JULY 2003 AND JUNE 1947

LEGEND

◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD CITY OF OAKLAND PIN MONUMENT IN MONUMENT WELL STAMPED RCE 25281
PUE	PUBLIC UTILITY EASEMENT
PAE	PRIVATE ACCESS EASEMENT
EX	EXISTING
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL BEARING
(T)	TOTAL
(DATA)(1)	RECORD DATA & REFERENCE
——— — — ———	PARCEL MAP BOUNDARY
———	NEW PARCEL LINE CREATED BY THIS MAP
——— — — ———	MONUMENT LINE
— — — — — —	EXISTING EASEMENT LINE
———	EXISTING PARCEL LINE
⊥⊥⊥⊥⊥⊥⊥	EX. RELINQUISHMENT OF ABUTTER'S RIGHTS PER 2002-072863/1979-034788

BASIS OF BEARINGS

THE BEARING, NORTH 41°00'50" EAST, BETWEEN CITY OF OAKLAND MONUMENT "7SE13R", KNOWN AS "H006", BEING A PIN SET IN CONCRETE IN A STANDARD MONUMENT WELL MARKING THE CENTERLINE OF MARITIME STREET, HAVING PORT OF OAKLAND HORIZONTAL DATUM COORDINATES OF NORTH 2,123,462.01 AND EAST 6,038,565.73 (U.S. SURVEY FEET), AND THE CITY OF OAKLAND MONUMENT "7NE2", KNOWN AS "H024", A PIN SET IN CONCRETE IN A STANDARD MONUMENT WELL MARKING SAID CENTERLINE OF MARITIME STREET, HAVING PORT OF OAKLAND HORIZONTAL DATUM COORDINATES OF NORTH 2,125,866.07 AND EAST 6,040,673.96, AS SAID MONUMENTS ARE SHOWN ON RECORD OF SURVEY NO. 990, FILED JULY 19, 1994 IN BOOK 18 OF RECORDS OF SURVEY AT PAGES 50 THROUGH 60, IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, IS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

PARCEL MAP NO. 10095

A SUBDIVISION OF PARCELS B-2, B-3, C-1, C-2, 14, AND 15-B PER GRANT DEED IN 2012-030757, PARCEL E PER QUITCLAIM DEED IN 2006-301850, AND A RE-SUBDIVISION OF PARCELS 1 AND 2 PER PARCEL MAP NO. 10074 RECORDED IN BOOK 318, PAGES 74-76 OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
JUNE 2012

JOB NO. 111069

G:\JOBS2011\111069\MAPPING\PARCEL MAP ALL EASEMENTS\AE-PM002.DWG 6/11/2012 9:14:39 AM CONNIE, KARN

Exhibit B

Leases and Other Agreements

Leases/Licenses

1. Redevelopment Agency of the City of Oakland ("Redevelopment Agency") and Bridgeport Transportation. Inc., dated February 1, 2007
2. Redevelopment Agency and Alan Steinheimer, et al., dated December 1, 2010
3. Redevelopment Agency and Foss Maritime Company, dated April 1, 2008
4. Redevelopment Agency and Impact Transportation, LLC, dated February 1, 2011
5. Redevelopment Agency and Oakland Maritime Support Services, dated August 7, 2006
6. Redevelopment Agency and Pacific Coast Container Group, Inc., dated August 7, 2006
7. Redevelopment Agency and Oakland Police Department, dated May 20, 2008
8. City of Oakland and Lengner & Sons Produce Express, dated September 1, 2012

Other Agreements

9. Redevelopment Agency and Sunshine Transport Inc., dated September 1, 2011
10. Redevelopment Agency and Urban Recycling Solutions, Inc., dated August 1, 2010
11. Redevelopment Agency and California Department of Transportation, dated April 18, 2002 amended December 23, 2008

Utility Services Agreements

12. Redevelopment Agency and East Bay Municipal Utility District, dated July 28, 2010
13. Redevelopment Agency and Proven Management Inc., dated July 28, 2010

Exhibit C

Draft Operating Budget

[See attached]

Semi-Annual Budget

	MONTHLY	ANNUAL	9/2012 thru 12/2012
Sources of Income			
Rent	$200,000	$2,400,000	$800,000
Late Fee	$0	$0	$0
Passthru R&M	$2,083	$25,000	$8,333
Passthru Utility Services	$30,000	$360,000	$120,000
Miscellanous		$0	$0
Gross Income:	**$232,083**	**$2,785,000**	**$928,333**
Expenses			
Bank Fees	$200	$2,400	$800
Commission Expense	$1,800	$21,600	$7,200
Fences	$3,000	$36,000	$12,000
Fire Life Safety (250k sq ft * .$.5 psf)	$10,000	$120,000	$40,000
Building Insurance		$0	$0
Supplies	$500	$6,000	$2,000
Landscaping & Site Maintenance	$4,500	$54,000	$18,000
Legal	$16,500	$198,000	$66,000
On-Site General Maintenance (50% of 1 FTE)	$2,600	$31,200	$10,400
Painting	$2,000	$24,000	$8,000
Permits, Fees & Licensing	$500	$6,000	$2,000
Property Management FEE	$11,604	$139,250	$46,417
Property Manager (80% of 1 FTE)	$5,667	$68,000	$22,667
Property Manager Support (100% of 1 FTE)	$4,167	$50,000	$16,667
R&M	$2,000	$24,000	$8,000
Security	$25,185.00	$302,220	$100,740
Water & Sewer	$40,000	$480,000	$160,000
Signage	$1,500	$18,000	$6,000
Street Repairs	$8,000	$96,000	$32,000
Alarm monitoring	$500	$6,000	$2,000
AT&T for Alarm Monitoring	$100	$1,200	$400
Trash/Recycling	$2,500	$30,000	$10,000
Utility Operation & Maintenance	$33,000	$396,000	$132,000
Total Expenses:	$175,823	$2,109,870	$703,290
Net Operating Income:	**$56,261**	**$675,130**	**$225,043**

Exhibit D

Insurance Requirements

[See attached]

SCHEDULE OF MANAGER INSURANCE REQUIREMENTS FOR THE PROPERTY MANAGEMENT AGREEMENT*

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
*See Key at end of Schedule for definitions of certain terms used in this Schedule					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/ Subconsultants
A.		**REQUIRED POLICIES AND COVERAGES**										
		Manager shall procure and, as applicable, shall cause its Contractors, Subcontractors, Consultants and Subconsultants to procure, prior to the Effective Date of the PMA and, as applicable, prior to the effective date of any contract for services, and thereafter maintain and keep in force for the term of the PMA and, as applicable, the term of any contract for services, all policies of insurance set forth in this Schedule. The amounts and types of insurance set forth herein are minimums required by Owner and shall not substitute for an independent determination by M/C/C/SC of the amounts and types of insurance which M/C/C/SC shall determine to be reasonably necessary to protect themselves, their work and their property. This Schedule does not modify and is subject to all terms and conditions set forth elsewhere in the PMA.									
	i.	**Commercial General Liability**										
			a.	CGL insurance, written on an "occurrence basis" and covering Bodily Injury, Property Damage and Personal Injury for Premises Operations, Products and Completed Operations, Broad Form Property Damage, Independent Contractors and Contractual Liability. Coverage shall be at least as broad as ISO Commercial General Liability coverage (occurrence Form CG 00 01).	$2 million per occurrence, $4 million aggregate specific to the project.	$2 million per occurrence, $4 million aggregate specific to the project.	$2 million per occurrence, $4 million aggregate specific to the project. For Port Related Activities only: $3 million per occurrence,	$2 million per occurrence, $4 million aggregate specific to the project.	$2 million per occurrence, $4 million aggregate specific to the project. For Port Related Activities only: $3 million per occurrence, $4 million aggregate specific to the project.	$2 million per occurrence, $4 million aggregate specific to the project. For Port Related Activities only: $3 million per occurrence,	OCIP/CCIP	OCIP/CCIP

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
							$4 million aggregate specific to the project.			$4 million aggregate specific to the project.		
			b.	M/C/C/SC shall provide additional insured status using ISO endorsement CG 20 10 11/85 or its equivalent naming (1) Owner Additional Insureds, and (2) with respect to Port-Related Activities, the Port Additional Insureds. A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. All liability insurance required hereunder shall be primary insurance as respects Owner and each other additional insured and any other insurance available to Owner or any other additional insured under any other policies or self-insurance shall be excess insurance over, and not contributing with, the insurance required by this Schedule and the PMA.								
			c.	Cross Liability / Separation of Insureds clause: Liability policy shall contain cross-liability coverage as provided under standard ISO forms' separation of insureds clause, such that in the event of one of the assureds incurring liability to any other of the assureds, the policy shall cover the assured against whom claim is or may be made in the same manner as if separate policies had been issued to each assured. Nothing contained herein shall operate to increase the insurer's								

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
				limit of liability.								
			d..	Continuation of Coverage: If Owner, in its sole and absolute discretion, approves CGL insurance written on a "claims made basis," M/C/C/SC shall maintain the required insurance continuously for a period of five (5) years after, as applicable, the expiration of the term of the PMA or the term of the work under the applicable contract. During this period, evidence of this continuous coverage shall be provided by Manager to Owner on an annual basis until the required coverage period has expired.								
	ii.	**Automobile Liability Insurance:**										
			a.	M/C/C/SC shall maintain automobile liability insurance for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as ISO Form Number CA 00 01.	Generally: $1 million each accident; For construction activity and soils handling/ hauling.	Generally: $1 million each accident; For construction activity and soils handling/ hauling.	Generally: $1 million each accident; For construction activity and soils handling /hauling.	Generally: $1 million each accident; For construction activity and soils handling/hauling.	Generally: $1 million each accident; For construction activity and soils handling/hauling.	Generally: $1 million each accident; For construction activity and soils handling /hauling.	OCIP/CCIP	OCIP/CCIP
			b.	If M/C/C/SC are required to maintain Pollution Legal Liability insurance (see item A.iv below), and if further required by federal or state law, the policy shall be endorsed to delete the Pollution	If Required	If Required	If Required	If Required	If Required	If Required	If Required	If Required

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
				exclusion and add the Motor Carrier Act endorsement (MCS-90) and/or other endorsements required by federal or state authorities.								
	iii.	**Worker's Compensation Insurance**										
			a.	As required by the laws of the State of California. Coverage shall include Employers Liability coverage.	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits
			b.	M/C/C/SC certify that they are 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. M/C/C/SC shall comply with the provisions of section 3700 of the California Labor Code before, as applicable, the Effective Date of the PMA or the commencement of work under the applicable contract, and continuing thereafter as required by that Code.								
			c.	The Workers' Compensation policy shall be endorsed with a waiver of subrogation (i) in favor of the Owner for all work and operations performed by M/C/C/SC and their respective employees and agents and (ii) with respect to any Port-Related Activities,								

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
				in favor of the Port for all such Port-Related Activities performed by M/C/C/SC and their respective employees and agents.								
	iv.	**Pollution Legal Liability**										
			a.	Prior to commencement of and at all times during any subterranean work, M/C/C/SC shall procure and maintain Pollution Legal Liability Insurance. The Certificate required pursuant to item F(i) must plainly designate the name of the project, name of the disposal site, and the permits secured for its disposal.	N/A	N/A	If Applicable: $2 million per occurrence, $2 million aggregate separate to project	If Applicable: $2 million per occurrence, $2 million aggregate separate to project	If Applicable: $2 million per occurrence, $2 million aggregate separate to project	N/A	OCIP/CCIP	OCIP/CCIP
			b.	Any Insurance deductibles greater than $25,000 shall be declared on the Certificate of insurance and shall be subject to Owner's prior written approval.								
			c.	The Pollution Legal Liability policy shall contain, or be endorsed to contain, the following provisions: 1. Owner Additional Insureds and, with respect to Port-Related Activities, Port Additional Insureds, are to be covered as Additional Insureds with respect to liability arising out of work or operations performed by or on behalf of M/C/C/SC. 2. For any claims related to work or								

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
				services provided pursuant to the PMA, the M/C/C/SC's insurance coverage shall be primary insurance as respects Owner and each other additional insured. Any insurance or self-insurance maintained by Owner or any other additional insured shall be excess of the M/C/C/SC's insurance and not contributing with it.								
			d.	If Pollution Legal Liability policy is written on a claims-made form, the following provisions apply: 1. The Retroactive Date shall be shown on the Certificate of Insurance and must be prior to, as applicable, the Effective Date of the PMA or the commencement date of any other applicable contract, or the commencement of the work. 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of the work. 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the commencement date of the terminating policy, M/C/C/SC must purchase "extended reporting" coverage for a minimum of five (5) years for the terminating policy. 4. A copy of the claims reporting requirements must be submitted to								

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
				Owner for review and approval.								
	v.	**Professional Liability/Errors and Omissions**										
			a.	Coverage shall be at least as broad as Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall be endorsed to include contractual liability.	N/A	N/A	N/A	$2 million per occurrence; $2 million aggregate	$2 million per occurrence; $2 million aggregate	N/A	OCIP/CCIP	OCIP/CCIP
			b.	Minimum Limits. - Insurance deductibles greater than $25,000 shall be declared on the certificate of insurance and shall be subject to approval by Owner.								
			c.	The Errors and Omissions Liability policy shall contain, or be endorsed to contain, the following provisions: A. For any claims related to work or services provided pursuant to the PMA, the consultant's insurance coverage shall be primary insurance as respects Owner. Any insurance or self-insurance maintained by the Owner shall be excess of the consultant's insurance and not contribute with it.								

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
			d.	If the Errors and Omissions Liability policy is written on a claims-made form the following provisions apply: 1. The Retroactive Date shall be shown on the Certificate of Insurance and must be before the date of the contract or the commencement of the work. 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of the work. 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work. 4. A copy of the claims reporting requirements must be submitted to Owner for review.								
	vi.	**Fiduciary Liability**										
			a.	Manager shall provide evidence of Crime insurance written under a Discovery Form including Employee Dishonesty, Forgery or Alteration, Computer Fraud and Funds Transfer coverage. The coverage form should be at least as broad as ISO Form 00 20.	$1 million per occurrence	N/A	N/A	N/A	N/A	N/A	N/A	N/A

				Property Management Services	Materials Handling Services		Project Construction Management Services				
							Manager Oversight	Bridging Documents		Construction	
				Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
	vii.	**Railroad Protective Liability**									
			a.	With respect to any work or operations that require a right of entry from a railroad owner/operator, M/C/C/SC shall maintain and provide evidence of Railroad Protective Liability having a combined single limit of not less than $2,000,000 each occurrence and $4,000,000 in the aggregate (or such higher limits required by the railroad owner/operator), applying separately to each annual period. If the work or operations involve track over which passenger trains operate, the insurance limits required are not less than a combined single limit of $5,000,000 each occurrence and $10,000,000 in the aggregate (or such higher limits required by the railroad owner/operator), applying separately to each annual period. Said policy shall provide coverage for all loss, damage ore expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.	N/A	Required where applicable	Required where applicable	Required where applicable	Required where applicable	Required where applicable	OCIP/CCIP	OCIP/CCIP
	viii.	**Marine Exposure**									
			a.	**U.S. Longshore and Harbor Workers' Coverage.** Required of M/C/C/SC with respect to any work or operations on or	N/A	N/A	Required where applicable	Required where applicable	Required where applicable	Required where applicable	OCIP/CCIP	OCIP/CCIP

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
				adjacent to navigable water, as defined by the U.S. Department of Labor. Requires proof of insurance coverage in compliance with the statutory requirements of Longshoreman and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor).			Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits		
			b.	**Protection & Indemnity (to include Jones Act).** With respect to any work or operations involving marine activities, or work from a boat, vessel, or floating platform, M/C/C/SC shall provide Protection & Indemnity coverage including injury to crew (Jones Act) and passengers; Protection & Indemnity, SP 38 or SP 23 for $5,000,000 written on a per occurrence basis. Owner shall be named as an additional insured on the policy and a waiver of subrogation in favor of Owner shall apply.	N/A	N/A	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	OCIP/CCIP	OCIP/CCIP
			c.	**Pollution Liability (OPA, CERCLA).** With respect to any work or operations involving marine activities or work from a boat, vessel, or floating platform, M/C/C/SC shall provide Pollution insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, for $5,000,000 and statutory limits of liability as applicable.	N/A	N/A	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	OCIP/CCIP	OCIP/CCIP

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
			d.	**Hull and Machinery.** With respect to any work or operations involving marine activities or work from a boat, vessel, or floating platform, M/C/C/SC shall provide coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.	N/A	N/A	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	OCIP/CCIP	OCIP/CCIP
			e.	**Maritime Employers Liability.** With respect to any work or operations that involving diving (which is considered an 'ultra-hazardous' activity), M/C/C/SC shall provide MEL with a limit of liability of $5,000,000, and proof of insurance coverage for these activities. The MEL coverage shall have no exclusions or limitations for diving activities.	N/A	N/A	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	Required where applicable Statutory Limits	OCIP/CCIP	OCIP/CCIP
	ix.	**Builders' Risk/Course of Construction Insurance**										
			a.	Written on Form CP 10 30 or equivalent form, policy shall cover all risks of loss on a completed value form with no coinsurance penalty provisions and in an amount equal to one hundred percent (100%) of the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name Owner and all Contractors and Subcontractors in the work as either insureds or loss payees, as their interests may appear, as applicable. The insurance shall cover the entire work at the site	N/A	N/A	N/A	N/A	N/A	N/A	OCIP/CCIP	N/A

					Property Management Services	Materials Handling Services		Project Construction Management Services				
								Manager Oversight	Bridging Documents		Construction	
					Manager	Manager	Contractor	Manager	Design Consultants Not Previously Engaged Pursuant to the ENA	Non-Design Consultants Not Previously Engaged Pursuant to the ENA	Design Build Contractor	Subcontractors/Subconsultants
				identified in the applicable scope of work, including reasonable compensation for architects'/engineers' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until completion of the applicable scope of work. The insurer shall waive all rights of subrogation against Owner.								
			b.	The coverage shall be provided on a Special Form Cause of Loss and including earthquake (if required by Owner), but excluding flood coverage. The policy deductible may not exceed $100,000, except for earthquake which shall not exceed 5% of the values at risk at the time of the loss.								
			c.	The party providing the insurance may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.								

B.		**TERMS, CONDITIONS AND ENDORSEMENTS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW)**
	i.	For all policies of liability insurance, M/C/C/SC shall provide additional insured status using ISO endorsement CG 20 10 11/85 or its equivalent naming (1) Owner Additional Insureds, and (2) with respect to Port-Related Activities, the Port Additional Insureds. A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. All liability insurance required hereunder shall be primary insurance as respects Owner and each other additional insured and any other insurance available to Owner or any other additional insured under any other policies or self-insurance shall be excess insurance over, and not contributing with, the insurance required by this Schedule and the PMA.
	ii.	Provide a separate certificate of insurance for each project or scope of work with the name of the project or scope of work stated thereon.
	iii.	The words, "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" shall be lined out or such policy shall contain an endorsement attached to the Certificate of Insurance, that states that the policy may not be cancelled or terminated without at least ten (10) days' prior notice for nonpayment of premiums and not less than thirty (30) days' prior notice for any other reason, to Owner.
	iv.	Certificate holder is to be the same entity or person and the same address as indicated in the "notices" section of the PMA or other applicable agreement.
	v.	All insurance required under this Schedule and the PMA shall be placed and maintained with an Insurer with a current Best Rating of A:VII or better (or a comparable successor rating) and admitted or legally authorized to sell such insurance within the State of California.
C.		**DEDUCTIBLES AND SELF-INSURED RETENTIONS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW):**
	i.	Except for limits expressly specified above, any deductible or self-insured retention must be declared to and approved by Owner, which approval shall not be unreasonably withheld, conditioned or delayed with respect to any insurance that otherwise meets all requirements of this Schedule and the PMA. Upon the written election by Owner, in Owner's sole and absolute discretion, the insurer shall reduce or eliminate such deductible or self-insured retentions as respects Owner Additional Insureds; or the M/C/C/SC shall provide a financial guarantee satisfactory to Owner, in Owner's sole and absolute discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses.
D.		**OWNER PLACEMENT OF COVERAGES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC)**
	i.	If any M/C/C/SC fails to meet the insurance requirements of this Schedule, and such failure is not cured within ten (10) days after receipt of the Owner's written notice to Manager, Owner may, at its option and without limiting any other remedies of Owner under the PMA, take out and maintain at the expense of Manager, such insurance in the name of M/C/C/SC as is required pursuant to this Schedule.
E.		**INSURANCE INTERPRETATION (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC)**
	i.	Unless otherwise consented to by Owner, in its sole and absolute discretion, all endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the ISO as of the date of the PMA.
F.		**PROOF OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC)**
	i.	M/C/C/SC will be required to provide Owner proof of all insurance required for the work or operations prior to execution of the PMA or other applicable contract, including copies of insurance policies if and when requested by Owner.
	ii.	M/C/C/SC agree that Owner, or Owner's designated insurance agent, manager or administrator may audit M/C/C/SC's' books and records, insurance coverages, insurance cost information, or any other information that M/C/C/SC provide to Owner, or Owner's designated insurance agent, manager or administrator to confirm the accuracy of such documents and matters.
G.		**SUBCONTRACTORS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW)**

	i.	M/C/C/SC shall include all subcontractors as insureds under their policies or shall furnish separate certificates and endorsements for each subcontractor. Except as otherwise expressly set forth in this Schedule, all coverages for subcontractors shall be subject to all the requirements stated herein.
H.		**WAIVER OF CLAIMS AND SUBROGATION (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC)**
	i.	M/C/C/SC waive all rights against Owner Additional Insureds for recovery of damages arising out of or related to the PMA or the work or services performed pursuant thereto to the extent these damages are covered by the forms of insurance coverage required of M/C/C/SC in this Schedule; provided, however, such waiver by Manager shall not apply to the extent such damages incurred by Manager are determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen from losses that are expressly excluded from the scope of Manager's indemnity obligation to the Owner Additional Insureds (provided, however, that nothing in this Schedule shall be deemed to create any right of Manager to claim any such Losses).
	ii.	M/C/C/SC hereby grant to Owner, on their own behalf and on behalf of their insurers, a waiver of subrogation which any insurer may acquire from M/C/C/SC against Owner Additional Insureds by virtue of the payment of any loss. M/C/C/SC agree to obtain any endorsement that may be necessary to further evidence this waiver of subrogation but this provision applies regardless of whether or not Owner has received a waiver of subrogation endorsement from M/C/C/SC's insurer. Without limiting M/C/C/SC's obligations under the preceding paragraph and without creating any obligation under this Schedule, the PMA or otherwise, on the part of Owner or Owner Additional Insureds to procure or maintain any policies of insurance, or any self-insurance, with respect to the Premises, the PMA or otherwise, if and to the extent Owner elects, in its sole and absolute discretion, to procure and maintain any policy of insurance with respect to the Premises, Owner agrees to use reasonable good faith efforts to obtain from such insurer a waiver of subrogation which such insurer may acquire from Owner against M/C/C/SC by virtue of the payment of any loss under such policy; provided, however, that Owner and Owner Additional Insureds shall not incur any liability whatsoever to Manager or any other Person for any inability or failure of Owner, for any reason whatsoever, to obtain any such waiver of subrogation at any time.
I.		**EVALUATION OF ADEQUACY OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC)**
	i.	Owner maintains the right to modify, delete, alter or change the requirements set forth in this Schedule upon not less than ninety (90) days prior written notice to Manager. In the event that a policy is in force for a particular coverage at the time of such modification, and the insurer is unwilling to make such modification until the expiration of the current policy, the modification shall be applied to such coverage upon the expiration of the current policy. In the event that the Owner exercises its rights under this Section, Owner shall execute a written change order to the PMA (or approve Manager's execution of a change order to the applicable contractor or consultant agreement) that increases the amount payable under such agreement by the amount actually incurred by M/C/C/SC in complying with the revised insurance requirements.
J.		**OTHER INSURANCE AND SPECIAL RISKS OR CIRCUMSTANCES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC)**
	i.	In addition to the provisions of item I (Evaluation of Adequacy of Insurance) above, and notwithstanding any provision in this Schedule or the PMA to the contrary, M/C/C/SC shall obtain such other insurance, excluding any professional liability (errors or omissions) or environmental insurance (other than pollution legal liability insurance), as is reasonably requested by Owner's Risk Manager and is customary with respect to projects similar in nature and scope to the work or services provided pursuant to the PMA. Without limiting the preceding sentence, Owner reserves the right to supplement this Schedule, upon not less than ninety (90) days prior written notice to Manager, with requirements for additional coverages not currently provided herein in the event that: (i) a new risk is identified (whether or not based upon prior experience) or new coverages become available and such risk or coverage is typically required, based upon industry custom and practice, to be covered or maintained with respect to projects or activities similar to the work or services provided pursuant to the PMA; or (ii) the insurer's financial or business status or capacity materially adversely changes; or (iii) Owner's Risk Manager, in the exercise of its reasonable judgment, deems such additional coverages necessary or appropriate to address any other special circumstances that may have arisen with respect to the work or services provided pursuant to the PMA. In the event that the Owner exercises its rights under this Section, Owner shall execute a written change order to the PMA (or approve Manager's execution of a change order to the applicable contractor or consultant agreement) that increases the amount payable under such agreement by the amount actually incurred by M/C/C/SC in complying with the revised insurance requirements.
K.		**HIGHER LIMITS OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF M/C/C/SC)**
	i.	If M/C/C/SC maintain higher limits than the required minimum limits specified above in this Schedule, Owner shall be entitled to coverage for the higher limits maintained by M/C/C/SC, up to $10 Million in excess of the required minimum limits specified above in this Schedule.

KEY:

As used in this Schedule, the following terms shall have the following meanings:

Owner Additional Insureds means, collectively, City, ORSA, and their respective Council/Board members, directors, officers, agents (excluding any contractor, subcontractor, consultant or subconsultant retained pursuant to the PMA), employees and volunteers.

GDA means the Gateway Development Area

ISO means Insurance Services Office or any successor thereto.

OCIP/CCIP as defined in Section 5.28 of the PMA.

PMA means the Property Management Agreement to which this Schedule is attached.

Port Additional Insureds means, collectively, Port, its Board of Port Commissioners and each of its Commissioners, officers, employees and agents.

Port-Related Activities means any activities conducted by M/C/C/SC pursuant to ARMOA or on property owned by the Port.

M/C/C/SC means, collectively, Manager, Contractors, Consultants, Subcontractors and Subconsultants.

Exhibit E

Design-Build Team

[See attached]

Exhibit E

Design-Build Team (Bridging Phase)

SECTION 1: Primary/Initial Contractors and Consultants

Program Management

Acumen Building Enterprise, Inc.	Scheduling
Architectural Dimensions	Program Management
Law Offices of Marc Stice	Legal Services
Turner Construction	Program Administration
Williams Adley	Accounting/Audit

Design

Architectural Dimensions	Deconstruction Design, Land Planning
AECOM	Dry Utilities Design
Berlogar Geotechnical Consultants	Soils Engineering
BKF Engineering	Roadway, Wharf, & Utility Design, Materials Handling Pkg
First American Title Company	Title Work
HDR Engineering, Inc.	Rail Engineering and Design
PGAdesign Inc.	Landscaping Design
Ruggeri-Jensen-Azar	Mapping and Surveys, Wet Utilities Design

Contractor

Turner/Top Grade/Flatiron Joint Venture	Preconstruction Services, DDC Field Testing

RAP/RMP Program

Innovative and Creative Environmental Solutions	Health and Safety Plan Compliance
MACTEC Engineering and Consulting, Inc.	Environmental Remediation
Northgate Environmental Management	Environmental Remediation, Air Quality Monitoring

SECTION 2: Reserve Contractors and Consultants

Dahlin Group	Transportation Planning
Flatiron West Inc.	Contractor
HRS/Ron Finlayson	Accounting/Audit
Industrial Railways Company	Rail Engineering and Design
Jacobs Engineering Group, Inc.	Civil Engineering
Kennedy/Jenks Consultants	Utility Systems Design
McLarand Vasquez Emsiek & Partners	Land Planning
Top Grade Construction	Contractor
TransSystems	Transportation Planning
Treadwell Rollo	Soils Engineering
Tucker Technology	Communications Systems
URS Corporation	Civil Engineering

Exhibit F-1

Acceptance Criteria

[See attached]

211-5 IMPORTED FILL MATERIAL.

The following subsection shall be used for all City projects where fill material is imported for any purpose.

211-5.1 Definitions.

1. **Import Material**: Any fill identified for import to the project site from an offsite location, including but not limited to: soil, gravel, crushed rock, rock dust, crushed concrete, sand, compost and biosolids (organic matter recycled from sewage).
2. **Source Area:** The location from which the Import Material originated.
3. **Chemical of Concern**: Any chemical identified for analysis per 211-5.2.2.
4. **Pathogen of Concern**: Any pathogen identified for analysis per 211-5.2.2.

211-5.2 General.

1. **Import Material Certification.** The Contractor shall submit an original, signed copy of the Import Material Certification Form (see attachment at the end of these Special Provisions) to the Engineer at least 15 working days prior to delivery of the Import Material to the construction site. A separate form shall be submitted for each separate Import Material and Source Area. The Contractor shall attach the following documentation to the Import Material Certification Form:
   a. Chemical and Pathogen of Concern analysis results for the Import Material, including laboratory data sheets, chain-of-custody documentation, description of sample collection methods, and any additional information pertinent to assessing the potential for the Import Material to be contaminated by Chemicals or Pathogens of Concern;
   b. Class A (pathogen reduction), Exceptional Quality (low heavy metals concentrations) documentation if the Import Material is biosolids.
2. **Sampling and Analysis of Import Material.** Unless otherwise agreed to in writing by the Engineer, the Contractor shall comply with the sampling, handling and analytical protocol outlined below.
   a. The Contractor shall collect samples per the frequency outlined in Table 1.

Table 1. Sampling Frequency for Import Material Characterization[1]

Volume of Import Material	Sampling Frequency
< 1,000 cubic yards	1 sample per 250 cubic yards
1,000 to 5,000 cubic yards	4 samples for first 1,000 cubic yards + 1 sample for each additional 500 cubic yards
>5,000 cubic yards	12 samples for first 5,000 cubic yards + 1 sample for each additional 1,000 cubic yards

[1]Source: Department of Toxic Substances Control, "Information Advisory: Clean Imported Fill Material", October 2001.

All samples shall be representative of Import Material conditions at the time of import. Composite samples shall be considered acceptable unless analysis for volatile organic compounds (VOCs) is required, in which case individual discrete samples shall be submitted for analysis. Composite samples shall consist of no more than four discrete samples. All compositing of samples must be performed by a California State-certified laboratory. The sampling, handling, and preservation shall be completed in accordance with the procedures outlined in EPA Document SW-846.

b. All analyses of chemicals and pathogens shall be performed by a California State-certified laboratory.

Table 2 outlines, by Source Area land use history, the Chemicals of Concern and prescribed analytical methods to be followed for characterization of Import Material that is soil or aggregate (not recycled).

Table 2. Required Analyses by Source Area Land Use History – Soil and Aggregate (not recycled)

Source History	Chemicals of Concern + Analytical Methods
Virgin, undeveloped property	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191)
History of residential use	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015)
History of agricultural activity	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); organo-chlorine pesticides (EPA method 8081A or 8080A); organo-phosphorus pesticides (PEA method 8141A); chlorinated herbicides (EPA method 8151A)
History of commercial activity	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); VOCs (EPA method 8021 or 8260B, as appropriate, and combined with collection by EPA method 5035); semi-VOCs (EPA method 8270C); PCBs (EPA method 8082 or 8080A)[1]

[1]For railroad properties, the Contractor must also analyze Import Material for chlorinated herbicides per EPA method 8151A.

If the Contractor is unable to determine a complete land use history of the Source Area to the satisfaction of the Engineer, the Contractor shall be obliged to undertake all the analyses listed in Table 2.

Table 3 prescribes the analytical methods to be followed for characterization of Import Material that consists of the following recycled products: aggregate (e.g., crushed concrete, asphalt, etc.); compost; and biosolids.

Table 3. Required Analyses – Recycled Material

Import Material	Chemicals/Pathogens of Concern + Analytical Methods
Recycled aggregate	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); PCBs (EPA method 8082 or 8080A)
Compost	heavy metals (EPA methods 6010B and 7471A); organo-chlorine pesticides (EPA method 8081A or 8080A); organo-phosphorus pesticides (PEA method 8141A); chlorinated herbicides (EPA method 8151A); fecal coliform (EPA method 1680); salmonella (EPA method 1682)[1]
Biosolids[2]	heavy metals (EPA methods 6010B and 7471A); semi-VOCs (EPA method 8270C); PCBs (EPA method 8082 or 8080A)

[1]List of required analyses based on *Compost Quality Standards and Testing Protocol*, Alameda County Waste Management Authority (2006)

[2]Biosolids must also have been designated Class A for pathogen reduction.

In addition to meeting the screening criteria outlined in 211-5.3 for the chemicals of concern listed in Table 3 above, all biosolids must: (1) be designated Class A per *40 CFR 503.8* (i.e., no detectible concentrations of the following pathogens: enteric viruses, fecal coliform, helminth ova, and salmonella); and (2) be designated Exceptional Quality (i.e., low heavy metals concentrations per Table 3 of *40 CFR 503.13*). The Contractor may use sewage plant data to confirm the Class A designation. For Chemicals of Concern, the Contractor must provide data from analyses run on stockpile samples of the actual material to be imported (i.e., general sewage plant data for the Chemicals of Concern listed in Table 3 above are insufficient).

3. **Verification by City**: The City may, at its option and at any time, collect samples of Import Material to verify that it meets the specifications outlined in 211-5. The Contractor shall fully cooperate in the collection of the samples.

   If the resulting chemical or pathogen analyses indicate that the material does not meet the specifications outlined in 211-5, the Contractor shall be responsible for providing, to the satisfaction of the Engineer, subsequent sampling and analyses at the Contractor's sole expense to determine the extent of out-of-specification material delivered to the construction site.

If the Contractor uses Import Material that is, or is found to be, not in accordance with the specifications of 211-5, the Contractor shall promptly remove all out-of-specification Import Material. The Contractor shall verify, to the satisfaction of the Engineer, that all out-of-specification Import Material has been removed and any effects from its placement at the site have been mitigated sufficiently. The subsequent disposal of the out-of-specification Import Material shall be the sole responsibility and at the sole expense of the Contractor. The City shall not be liable for, nor will it pay, any additional costs incurred by the Contractor for the characterization, removal, disposal, or replacement of the out-of-specification Import Material.

211-5.3 Screening Levels for Import Material.

1. **All Chemicals of Concern, Except Lead.** No Import Material with one or more Chemicals of Concern at a concentration greater than the current San Francisco Bay Region Water Quality Control Board Environmental Screening Level (ESL) available at www.waterboards.ca.gov/sanfranciscobay/esl.htm shall be accepted ("Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater", Volume 1, Table A).
2. **Lead.** No Import Material with total lead concentrations at or greater than ten times the Soluble Threshold Limit Concentration (STLC) published in Title 22 of the California Code of Regulations shall be accepted. (As of January 1, 2008, the acceptable total lead concentration is <50 mg/kg.)
3. **Pathogens of Concern.** No Import Material with one or more Pathogens of Concern at detectable levels shall be accepted.

Exhibit F-2

General Form of Certification Transmittal

Dear Mr. Wong:

Pursuant to the Work Plan for Soils Handling dated XXX, CCIG, Manager of the Gateway Development Area of the Oakland Army Base, hereby provides copies of the certification that the soils meet the criteria provided for in that plan as well as copies of the sampling results. The soils will be delivered to the site on DATE.
Please let us know if you have any questions.

Sincerely,

CCIG

Exhibit G

Community Benefits

[See attached]

COMMUNITY BENEFITS TERMS FOR THE PROPERTY MANAGEMENT AGREEMENT

	Community Benefit Category	Term	Activity
1.	Jobs	The City and its Manager shall make commercially reasonable efforts to assist in establishment of a West Oakland Jobs Center (Jobs Center) in West Oakland, including providing assistance in identifying suitable locations and funding sources. In the event that the Jobs Center is not established prior to commencement of construction of Public Improvements, then the functions of the Jobs Center shall be transferred to the City's established Local Employment Program, until such time as the Jobs Center is established.	Property Management Services & Project Construction Management Services & Materials Handling Services
2.	Jobs	The City and its Manager shall include the Construction Jobs Policy for Public Improvements, attached as Exhibit A, as a material term of all contracts under which construction of Public Improvements may occur and shall itself comply with such Policy (except as provided under item 7, Contracting, below). Inclusion of said Policies in all relevant contracts will fully satisfy its Manager's obligation with regard to such policy. The Construction Jobs Policy for Public Improvements diverges from and expressly supersedes the employment portions of City Ordinance No. 12389, as amended by Council Ordinance 13101 (12/20/11), and the program Guidelines in the Local and Small Local Business Enterprise Program guidance dated February 1, 2012 with regard to Local Employment Program, Local Construction Employment Referral Program, and Apprenticeship Program ("City's Employment Program").	Materials Handling Services & Project Construction Management Services
3.	Jobs	The Manager shall implement the Operations Jobs Policy for the West Gateway Area, attached as Exhibit B, in conjunction with the hiring of any new personnel in its role as Property Manager.	Property Management Services

4.	Jobs	Manager shall comply, and require its subconsultants to comply with the City Living Wage Ordinance for On-Site Jobs (Council Ordinance No. 12050, 4/7/98) in accordance with terms of the Operations Jobs Policy attached as Exhibit B.	Property Management Services
5.	Jobs	Manager shall comply, and require its subconsultants to comply with the City Equal Benefits Policy (Council Ordinance No. 12394, 12/18/01), except where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California.	Materials Handling Services & Project Construction Management Services
6.	Jobs	The City, its Manager and the Manager's subcontractors, shall comply with the Prompt Payment Ordinance with respect to the construction of Public Improvements (Council Ordinance No. 12857 (01/15/08).	Materials Handling Services & Project Construction Management Services
7.	Contracting	The City and its Manager shall ensure that contract awards for construction of Public Improvements proceed according to the contracting requirements in the City Local and Small Local Business Enterprise Program, Council Ordinance 12389 (12/18/01), as amended by Council Ordinance 13101 (12/20/11), (L/SLBE participation requirements), except where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California. The City through its Office of Contracting Compliance shall oversee compliance of the Public Improvements contracting with the L/SLBE participation requirements. If the City's receipt of federal funds for any portion of the Public Improvements requires compliance with the U.S. Department of Transportation's Disadvantaged Business Enterprise Program, then for such portions of Public Improvements, the City and its Manager shall comply with that program, and in such case, the Disadvantaged Business Enterprise Program shall replace the L/SLBE participation requirements.	Materials Handling Services & Project Construction Management Services

		In the event that the City obtains federal or state funds to support construction of the Public Improvements, the City and its Manager shall ensure, through terms of application for such funds, and through the scope and process of contract awards, that portions of Public Improvements supported by such funds are segregated from the remainder of Public Improvements so as to maximize application of the L/SLBE participation requirements and any other City policies that may conflict with requirements of federal funding sources.	
8.	Contracting	The City shall make commercially reasonable efforts to enter into a Project Labor Agreement (PLA) with the Unions for the Public Improvements that facilitates compliance with the Construction Jobs Policy for Public Improvements; this satisfies City Prevailing Wage Policy, Agency Resolution No. 87-4 (1/20/87) and State Prevailing Wage requirement, CA Labor Code 1720 et seq. The PLA shall also contain provisions providing opportunities for certified Local Business Enterprises, Small Local Business Enterprises, and Very Small Local Business Enterprises to participate in construction of Public Improvements. Such provisions may include a specified portion of Public Improvements construction work that may be performed outside the terms of the PLA; such portion shall be subject to the State Prevailing Wage requirement and other applicable laws. The current PLA between Developer and the Unions does not apply to the City for the City's Public Improvements. If the City is not able to enter into a PLA as provided herein, the Construction Jobs Policy for Public Improvements shall apply and the parties shall meet and confer.	Project Construction Management Services
9.	Environmental	The City and its Manager in conjunction with the Materials Handling Services and Project Construction Management Services for the Public Improvements, shall comply with CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program, attached as Exhibit C. Such measures include those set forth in the City Council Areas of Agreement, including measures to address noise limits, dust control, hazardous materials removal, storm water plan, use of permeable pavers where feasible, use deconstruction rather than demolition where possible, and preparation and implementation of a demolition debris recycling plan, prepare a GHG Reduction Plan and maximize the use of green energy (solar, wind, other) where possible, further water conservation through use of rain barrels and gray water technology where possible, ensure that truck related construction routes are directed away from residents, provide public or private transit connection for construction workers (connecting to BART and at least two West Oakland	Materials Handling Services & Project Construction Management Services

		locations), and provide public notification of project status (updated at least monthly and posted online and at the West Oakland Public Library). Manager's obligation under this term is limited to inclusion of Exhibit C as a material term of all contracts under which construction of Public Improvements may occur.	
10.	Environmental	The City and its Manager shall cooperate in an air quality monitoring program to install and maintain air monitoring equipment through construction of the Public Improvements in locations determined in consultation with the Port, Bay Area Air Quality Management District (BAAQMD), Alameda County Public Health Department (ACPHD), and shall provide monitoring reports from that equipment to the BAAQMD, the City, the Port on a quarterly basis during such construction. The "fence-line" monitoring program shall be funded by the City through the construction of the Public Improvements. Manager's obligation under this term is limited to inclusion of the air quality monitoring requirements as a material term of all contracts under which construction of Public Improvements may occur.	Project Construction Management Services

Exhibit A

Construction Jobs Policy for Public Improvements

[See attached]

Construction Jobs Policy

Oakland Army Base Project

Public Improvements

I. Purpose. This Construction Jobs Policy sets forth certain requirements regarding hiring and employment for the construction of the Public Improvements on the former Oakland Army Base, as defined below and further described in that certain Lease Development and Disposition Agreement between the City of Oakland and Prologis CCIG Oakland Global, LLC dated _____. Contractors participating in the construction of the Public Improvements agree to comply with terms of this Construction Jobs Policy as a condition of operation, as more particularly set forth herein.

II. Definitions. As used herein, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"**Apprentice**" shall mean an individual who is enrolled in a Registered Apprenticeship Program on the date that such individual is hired or assigned to perform the applicable work.

"**Apprentice Work Hours**" shall mean Project Work Hours performed by Apprentices.

"**Background Exceptions**" shall mean: (i) law, regulation or policy of any applicable governmental or quasi-governmental body (including, but not limited to, those established under the Transportation Worker Identification Credential program and the Customs Trade Partnership Against Terrorism); or (ii) the Contractor's good faith determination that the position is of such sensitivity that individuals with particular types of criminal convictions or histories are ineligible.

"**City**" shall mean the City of Oakland.

"**Contractor**" shall mean any entity employing individuals to perform Project Construction Work, including Prime Contractor and subcontractors of any tier.

"**Developer**" shall mean Prologis CCIG Oakland Global, LLC and its approved successors, assigns and transferees, as set forth in the LDDA.

"**Disadvantaged Worker**" shall mean a Resident meeting eligibility criteria for California Enterprise Zone Hiring Credits, as set forth in Cal. Rev. & Tax Code Sec. 23622.7(b)(4)(A), as in effect on the LDDA Execution Date, a copy of which is attached hereto as Schedule 1.

"**Jobs Center**" shall mean a referral center to be designated by the City as such for purposes of implementation of this Policy.

"**LDDA**" shall mean that Lease Disposition and Development Agreement described in Section I, above, and entered into by the City and Developer respecting the development activities at the Oakland Army Base, as may be amended from time to time.

"**LDDA Execution Date**" shall mean the date the LDDA is signed by all parties as set forth in Section I, above.

"**Manager**" shall mean the City's construction project manager, California Capital & Investment Group, Inc., as set forth in Article III of the LDDA and in the Property Management Agreement.

"**New Apprentice**" shall mean a Resident who is newly enrolled (less than 3 months) as an Apprentice on the date that such individual is hired or assigned to perform the applicable work.

"**PLA**" shall mean a project labor agreement between the City and the Unions addressed in Section IV.B, below.

"**Policy**" shall mean this Construction Jobs Policy for Public Improvements.

"**Prime Contractor**" shall mean a Contractor awarded a contract directly by Developer, the City, Manager, or a construction manager to one of those parties, for performance of Project Construction Work. The parties acknowledge that, as of the LDDA Execution Date, the only contracts for Project Construction Work that are expected to be issued by Developer are the contracts related to the Developer Funded Wharf Improvements (and then only if Developer exercises its option to construct the same pursuant to Section 3.5.1 of the LDDA).

"**Project**" shall mean the redevelopment activities occurring on the Project Site.

"**Project Construction Work**" shall mean construction work performed on the Project Site and in furtherance of the Public Improvements.

"**Project Site**" shall mean the portion of the former Oakland Army Base owned by the City known as the Gateway Development Area and consisting of the East Gateway, Central Gateway, West Gateway, North Gateway and AMS Site parcels, as described in the LDDA.

"**Project Work Hours**" shall mean hours of Project Construction Work performed on the Project Site.

"**Property Management Agreement**" shall mean that agreement between California Capital & Investment Group, Inc., and the City, which defines the duties of the Manager, including acting as the City's construction project manager for the Public Improvements.

"**Public Improvements**" shall mean construction work described in the Scope of Public Improvements attached to the LDDA and performed on the Project Site pursuant to Article III of the LDDA and Section 4 of the Property Management Agreement.

"**Registered Apprenticeship Program**" shall mean a labor-management apprenticeship program that is currently registered with the State of California's Division of Apprenticeship Standards.

"**Resident**" shall mean an individual domiciled in the City for at least six (6) months prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect as of the LDDA Execution Date attached, as hereto as Schedule 2.

"**Union**" shall mean construction trades union(s).

III. EMPLOYMENT REQUIREMENTS.

A. Alternative Approaches. Each Contractor shall either follow the processes set forth in Section III.B, below, or satisfy the percentage requirements set forth in Section III.C, below.

B. Hiring and Referral Processes.

1. Contractor Procedures. Contractors shall undertake the following steps in the following order, in an effort to retain Residents, Disadvantaged Workers, and Apprentices:

a. **Step One:** Utilize the Contractor's discretion to assign to perform Project Construction Work any current employees who are Residents, identified Disadvantaged Workers, or Apprentices;

b. **Step Two:** If the Contractor utilizes a Union hiring hall to retain workers, utilize name call, rehire, or similar procedures in the relevant collective bargaining agreement to request particular individuals who have been identified as Residents, Disadvantaged Workers, or Apprentices;

c. **Step Three:** If the Contractor utilizes a Union hiring hall to retain workers, request that the hiring hall refer Residents, Disadvantaged Workers, or Apprentices;

d. **Step Four:** If the above steps have not enabled satisfaction of the percentage requirements set forth in Section III.C of this Policy related to hiring of Residents, Disadvantaged Workers, or Apprentices, request referral of needed categories of workers from the Jobs Center;

e. **Step Five:** Fairly consider workers that have been referred by

the Jobs Center within three (3) business days of request therefor.

2. Hiring Discretion. Nothing in this Policy shall require that any Contractor hire any particular individual; each Contractor shall have the sole discretion to hire any individual referred by the Jobs Center or any other person or entity.

C. Percentage Requirements. The requirements of this Section III.C shall be satisfied if:

1. Residents. For each construction trade in which a Contractor performs Project Construction Work, at least fifty percent (50%) of Project Work Hours are performed by Residents.

2. Disadvantaged Workers. For each construction trade in which a Contractor performs Project Construction Work, at least twenty-five percent (25%) of hours worked by Apprentices are performed by Disadvantaged Workers.

3. Apprentices. For each construction trade in which a Contractor performs Project Construction Work, twenty percent (20%) of Project Work Hours are performed by Apprentices.

4. Credit for Hours Worked on Other Projects. For purposes of determining the percentage of Project Work Hours performed by Residents under Section III.C.1 or Disadvantaged Workers under Section III.C.2, any hours of construction work performed by Residents or Disadvantaged Workers on other construction projects performed by a Contractor (or, if the Contractor is a joint venture, by the entities that comprise the joint venture) during the term of the Project Construction Work (i.e., the period commencing on the Contractor's execution of a contract for the performance of Project Construction Work and expiring on the substantial completion of the work required under such contract) shall be credited as Project Work Hours performed by Residents or Disadvantaged Workers, as applicable, in the applicable construction trade (and shall not increase the total number of Project Work Hours, including those applicable to such construction trade).

5. Bonus for Retention of New Apprentices. For every one thousand (1,000) hours beyond an initial one thousand (1,000) hours that any one New Apprentice works for a Contractor (on the Project Construction Work or otherwise during the term of the Contractor's Project Construction Work), such Contractor shall be entitled to five hundred (500) "bonus" hours that may be applied toward satisfaction of the percentage requirements set forth in Section III.C.1.

D. New Apprentice Sponsorship Requirements for Prime Contractors. In each calendar year, for each twenty thousand (20,000) Project Work Hours performed by a Prime Contractor (for the avoidance of doubt, including its subcontractors of any tier), such Prime Contractor and/or any of its subcontractors of any tier shall sponsor one (1) or more New

Apprentice(s) and employ such New Apprentice(s) for an aggregate total of at least one thousand (1,000) hours of Project Construction Work and/or construction work on other projects during the term of the Prime Contractor's Project Construction Work.

E. Funding Restrictions. For any portion of the Project Construction Work on which, based on use of federal or state funds, a federal or state agency prohibits application of any of the requirements of this Policy, the City will, after consultation with Developer, work collaboratively with the funding agency to adapt the requirements of this Policy to the restrictions imposed by the funding agency, advancing the goals of this Policy to the greatest extent permitted by the funding agency. In such cases, Developer and the City shall meet and confer with regard to the adapted requirements agreed to by the City and the funding agency, and such requirements shall be applied to portions of the Project Construction Work in question performed after the imposition of the adapted requirements, and shall automatically become terms of this Construction Jobs Policy, to which all Contractors agree.

F. Contact Person. At least two (2) weeks prior to performance of Project Construction Work, or within two (2) business days after execution of a contract for performance of Project Construction Work, whichever is later, each Contractor shall provide to the City contact information for a contact person for purposes of implementation of this Policy.

G. Employment Needs Projections.

1. Prime Contractor. Within one (1) month after being awarded a prime contract for Project Construction Work, any Prime Contractor shall project employment needs by Project Work Hours for performance of the contract, and provide such projection to the Jobs Center and the City. Such projection shall indicate number of workers, apprentices, and Project Work Hours needed by trade, at different stages of performance of the contract.

2. Subcontractors. Each Contractor shall, at least one (1) month before commencing performance of Project Construction Work, or within two (2) business days after execution of a contract for performance of Project Construction Work, whichever is later, project employment needs for performance of the contract, and provide such projection to the Jobs Center and the City. Such projection shall indicate number of workers, apprentices, and Project Work Hours needed by trade, at different stages of performance of the contract.

3. Compliance Plan. Prior to commencement of construction, Prime Contractors may request participation from the City in negotiation of a proactive compliance plan with regard to requirements of this Policy. The City shall negotiate in good faith in an attempt to reach agreement on such a plan. Negotiated compliance plans may streamline and clarify responsibilities under this Policy, but may not conflict with this Policy. If such a plan is agreed to by Prime Contractor and the City, then compliance with the plan shall be compliance with this Policy.

H. Determination of Status. The applicable Contractor's determination of whether any individual is a Resident or New Apprentice shall be binding in determining whether the requirements of this Policy have been satisfied, including the requirements of Sections III.B and

III.C, provided that such Contractor obtains reasonable documentation demonstrating that such individual is a Resident or New Apprentice at the time that such individual is assigned or hired and such Contractor retains such documentation and makes it available to City for inspection at reasonable times. The City shall keep all documentation provided pursuant to this Section III.H confidential, subject to applicable law. The Jobs Center shall make determinations of Disadvantaged Worker status. The Jobs Center shall make such determinations promptly upon request from a Contractor, a Union, an apprenticeship program, or the City.

I. Worker Qualifications. Unless a criminal background check is required by any of the Background Exceptions, a Contractor shall neither request from prospective workers, nor independently research prospective workers' history of involvement with the criminal justice system. Where a criminal background check is required by any Background Exception, subject to the requirements of such Background Exception the Contractor shall: (a) include the following statement in the position description: "This position is subject to a background check for any convictions related to its responsibilities and requirements. Only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts will be considered and will not automatically disqualify a finalist candidate."; (b) undertake the background check only after the initial interview (or, if no interview is undertaken, after a candidate has received a conditional offer of employment for the position in question); (c) consider only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts; and (d) take into account the age of the individual at the time of the offense, the time that has passed since the offense, the nature and seriousness of the offense, and any evidence of the individual's rehabilitation. Unless a credit history is required by any of the Background Exceptions or Contractor's good faith determination that the position is of such sensitivity that individuals with particular types of credit histories are ineligible, a Contractor shall neither request, nor independently research, prospective workers' credit histories.

IV. MISCELLANEOUS.

A. Reporting Requirements. Contractors shall submit monthly certified payroll records to the City, with an indication as to which hours of Project Construction Work were worked by Residents, Disadvantaged Workers, Apprentices, and New Apprentices. Each Contractor shall also provide other records or information requested by the City regarding fulfillment of responsibilities under this Policy. All such records and information shall be considered public documents. Prior to such documents being released to the public, the City will redact identifying information from such documents to protect privacy of individuals.

B. Project Labor Agreement. As set forth in the LDDA, in order to protect the City's proprietary interest in prompt completion of Public Improvements, and to implement this Policy, the City has or will have entered into a Project Labor Agreement (PLA) with the Building and Construction Trades Council of Alameda County covering the Public Improvements, with contractors and subcontractors to perform work under terms of such PLA, and such PLA to be consistent with and facilitate compliance with this Policy.

C. Contract/Subcontracts. Manager under the Property Management Agreement shall include compliance with this Policy as a material term of any contract entered into by the Manager under which Project Construction Work will be performed. If Manager complies with this Section IV.C, Manager shall not be liable for any breach of this Policy by any Contractor (or any Contractor's subcontractors at any sub-tier level). Each Contractor shall include compliance with this Policy as a material term of any subcontract under which Project Construction Work will be performed (including, as applicable, any construction management agreement), with such subcontractor having all rights and responsibilities of a Contractor. If a Contractor enters into a subcontract in violation of this Section III.C, then such Contractor shall be liable for any breach of this policy at any sub-tier level(s). If a Contractor complies with this Section III.C, such Contractor shall not be liable for any breach of this policy at any sub-tier level.

D. Assurance Regarding Preexisting Contracts. Each Contractor warrants and represents that as of the date that a contract incorporating this Policy became effective, it has executed no contract pertaining to the Project or the Project Site that would have violated this Policy had it been executed after that date, or would interfere with fulfillment of or conflict with terms of this Policy. If, despite this assurance, an entity that has agreed to comply with this Policy has entered into such contract, then upon request from the City it shall either amend that contract to include the provisions required by this Policy, or terminate that contract.

E. Third Party Beneficiaries. The City is an intended third-party beneficiary of any contract that incorporates this Policy, but only for the purposes of enforcing the terms of this Policy. There shall be no other third party beneficiaries of this Policy. The City shall not delegate any of its responsibilities to any third party, require the consent of any third party or act solely upon the direction of any third party in performing its obligations or exercising its rights under this Policy.

F. Remedies.

1. Liquidated Damages for Percentage Requirements. If a Contractor fails to satisfy at least one of the alternative approaches required by Section III.A of this Policy, then as the sole and exclusive remedy therefor, such Contractor shall pay to the City liquidated damages in an amount equal to twenty dollars ($20) for each hour short of the percentage requirement. For example, if there are one thousand (1,000) Project Work Hours, with four hundred fifty (450) Project Work Hours performed by Residents, then the liquidated damages shall be in an amount equal to $20 x 50 = $1,000. A Contractor shall not owe liquidated damages if it negotiates a compliance plan with the City pursuant to Section III.G.3, and complies with such negotiated compliance plan. Any liquidated damages collected by the City shall be used solely to support training, referral, monitoring, or technical assistance to advance the purposes of this Policy.

2. Specific Performance. Except with respect to Contractor's failure to satisfy at least one of the alternative approaches required by Section III.A (for which the sole and exclusive remedy is set forth in Section IV.F.1), the City may bring an action for specific performance to ensure compliance with this Policy.

G. Out-of-State Workers. The requirements of Sections III.B (with respect to the hiring of Residents and Disadvantaged Workers), III.C.1 and III.C.2 shall not apply to Project Work Hours performed by residents of states other than the State of California (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the percentage requirements of Section III.C.1 and III.C.2). Notwithstanding the above, if, for any calendar year, the percentage of Project Work Hours worked by residents of states other than the State of California exceeds thirty percent (30%) of Project Work Hours in such calendar year, then for all subsequent years of work on the Project, the first sentence of this Section IV.G. shall not apply, and the requirements of Section III.B (with respect to the hiring of Residents and Disadvantaged Workers), and the percentage requirements of Sections III.C.1 or III.C.2, shall be applicable to all Project Work Hours, including those performed by residents of states other than the State of California.

H. Material Term. This Policy is a material term of any contract into which it is incorporated.

I. Severability. If any of the provisions of this Policy are held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, that holding shall in no way affect, impair, or invalidate any of the other provisions of this Policy. If this Policy's Resident qualification is deemed invalid by final decision of a court of competent jurisdiction, then "Resident" shall mean an individual domiciled in the City prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect on the LDDA Execution Date.

J. Applicable Law and Compliance with Law. This Policy shall be governed by and construed in accordance with the laws of the State of California and the United States and shall be enforced only to the extent that it is consistent with those laws. Parties who have agreed to comply with this Policy agree: (i) that their understanding is that all terms of this Policy are consistent with federal, state, and local law; and (ii) that this Policy shall be reasonably interpreted so as to comply with any conflicting law.

K. Successors and Assigns. This Policy shall be binding upon and inure to the benefit of successors and assigns of any party to a contract incorporating this Policy. References in this Policy to any entity shall be deemed to apply to any successor of that entity.

L. Warranties and Representation. Each party to a contract incorporating this Policy agrees not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Policy in any judicial action or arbitration proceeding; has had the opportunity to be consult counsel regarding terms of this Policy, and has agreed to such terms voluntarily as a condition of entering into a contract that incorporates this Policy. This Policy shall not be strictly construed against any entity, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Policy.

Schedule 1

Cal. Rev. & Tax Code Sec. 23622.7(b)(4)(A)

West's Ann.Cal.Rev. & T.Code § 23622.7

§ 23622.7. Credit against tax; taxpayers employing qualified employees in enterprise zones

(a) There shall be allowed a credit against the "tax" (as defined by Section 23036) to a taxpayer who employs a qualified employee in an enterprise zone during the taxable year. The credit shall be equal to the sum of each of the following:

(1) Fifty percent of qualified wages in the first year of employment.

(2) Forty percent of qualified wages in the second year of employment.

(3) Thirty percent of qualified wages in the third year of employment.

(4) Twenty percent of qualified wages in the fourth year of employment.

(5) Ten percent of qualified wages in the fifth year of employment.

(b) For purposes of this section:

(1) "Qualified wages" means:

(A)(i) Except as provided in clause (ii), that portion of wages paid or incurred by the taxpayer during the taxable year to qualified employees that does not exceed 150 percent of the minimum wage.

(ii) For up to 1,350 qualified employees who are employed by the taxpayer in the Long Beach Enterprise Zone in aircraft manufacturing activities described in Codes 3721 to 3728, inclusive, and Code 3812 of the Standard Industrial Classification (SIC) Manual published by the United States Office of Management and Budget, 1987 edition, "qualified wages" means that portion of hourly wages that does not exceed 202 percent of the minimum wage.

(B) Wages received during the 60-month period beginning with the first day the employee commences employment with the taxpayer. Reemployment in connection with any increase, including a regularly occurring seasonal increase, in the trade or business operations of the taxpayer does not constitute commencement of employment for purposes of this section.

(C) Qualified wages do not include any wages paid or incurred by the taxpayer on or after the zone expiration date. However, wages paid or incurred with respect to qualified employees who are employed by the taxpayer within the enterprise zone within the 60-month period prior to the zone expiration date shall continue to qualify for the credit under this section after the zone expiration date, in accordance with all provisions of this section applied as if the enterprise zone designation were still in existence and binding.

(2) "Minimum wage" means the wage established by the Industrial Welfare Commission as provided for in Chapter 1 (commencing with Section 1171) of Part 4 of Division 2 of the Labor Code.

(3) "Zone expiration date" means the date the enterprise zone designation expires, is no longer binding, or becomes inoperative.

(4)(A) "Qualified employee" means an individual who meets all of the following requirements:

(i) At least 90 percent of whose services for the taxpayer during the taxable year are directly related to the conduct of the taxpayer's trade or business located in an enterprise zone.

(ii) Performs at least 50 percent of his or her services for the taxpayer during the taxable year in an enterprise zone.

(iii) Is hired by the taxpayer after the date of original designation of the area in which services were performed as an enterprise zone.

(iv) Is any of the following:

(I) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible for services under the federal Job Training Partnership Act (29 U.S.C. Sec. 1501 et seq.), or its successor, who is receiving, or is eligible to receive, subsidized employment, training, or services funded by the federal Job Training Partnership Act, or its successor.

(II) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible to be a voluntary or mandatory registrant under the Greater Avenues for Independence Act of 1985 (GAIN) provided for pursuant to Article 3.2 (commencing with Section 11320) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code, or its successor.

(III) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was an economically disadvantaged individual 14 years of age or older.

(IV) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a dislocated worker who meets any of the following:

(aa) Has been terminated or laid off or who has received a notice of termination or layoff from employment, is eligible for or has exhausted entitlement to unemployment insurance benefits, and is unlikely to return to his or her previous industry or occupation.

(bb) Has been terminated or has received a notice of termination of employment as a result of any permanent closure or any substantial layoff at a plant, facility, or enterprise, including an individual who has not received written notification but whose employer has made a public announcement of the closure or layoff.

(cc) Is long-term unemployed and has limited opportunities for employment or reemployment in the same or a similar occupation in the area in which the individual resides, including an individual 55 years of age or older who may have substantial barriers to employment by reason of age.

(dd) Was self-employed (including farmers and ranchers) and is unemployed as a result of general economic conditions in the community in which he or she resides or because of natural disasters.

(ee) Was a civilian employee of the Department of Defense employed at a military installation being closed or realigned under the Defense Base Closure and Realignment Act of 1990.

(ff) Was an active member of the armed forces or National Guard as of September 30, 1990, and was either involuntarily separated or separated pursuant to a special benefits program.

(gg) Is a seasonal or migrant worker who experiences chronic seasonal unemployment and underemployment in the agriculture industry, aggravated by continual advancements in technology and mechanization.

(hh) Has been terminated or laid off, or has received a notice of termination or layoff, as a consequence of compliance with the Clean Air Act.

(V) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a disabled individual who is eligible for or enrolled in, or has completed a state rehabilitation plan or is a service-connected disabled veteran, veteran of the Vietnam era, or veteran who is recently separated from military service.

(VI) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was an ex-offender. An individual shall be treated as convicted if he or she was placed on probation by a state court without a finding of guilt.

(VII) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible for or a recipient of any of the following:

(aa) Federal Supplemental Security Income benefits.

(bb) Aid to Families with Dependent Children.

(cc) CalFresh benefits.

(dd) State and local general assistance.

(VIII) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a member of a federally recognized Indian tribe, band, or other group of Native American descent.

(IX) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a resident of a targeted employment area (as defined in Section 7072 of the Government Code).

(X) An employee who qualified the taxpayer for the enterprise zone hiring credit under former Section 23622 or the program area hiring credit under former Section 23623.

(XI) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a member of a targeted group, as defined in Section 51(d) of the Internal Revenue Code [FN1], or its successor.

(B) Priority for employment shall be provided to an individual who is enrolled in a qualified program under the federal Job Training Partnership Act or the Greater Avenues for Independence Act of 1985 or who is eligible as a member of a targeted group under the Work Opportunity Tax Credit (Section 51 of the Internal Revenue Code), or its successor.

(5) "Taxpayer" means a corporation engaged in a trade or business within an enterprise zone designated pursuant to Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(6) "Seasonal employment" means employment by a taxpayer that has regular and predictable substantial reductions in trade or business operations.

(c) The taxpayer shall do both of the following:

(1) Obtain from the Employment Development Department, as permitted by federal law, the local county or city Job Training Partnership Act administrative entity, the local county GAIN office or social services agency, or the local government administering the enterprise zone, a certification that provides that a qualified employee meets the eligibility requirements specified in

clause (iv) of subparagraph (A) of paragraph (4) of subdivision (b). The Employment Development Department may provide preliminary screening and referral to a certifying agency. The Employment Development Department shall develop a form for this purpose. The Department of Housing and Community Development shall develop regulations governing the issuance of certificates by local governments pursuant to subdivision (a) of Section 7086 of the Government Code.

(2) Retain a copy of the certification and provide it upon request to the Franchise Tax Board.

(d)(1) For purposes of this section:

(A) All employees of all corporations which are members of the same controlled group of corporations shall be treated as employed by a single taxpayer.

(B) The credit, if any, allowable by this section to each member shall be determined by reference to its proportionate share of the expense of the qualified wages giving rise to the credit, and shall be allocated in that manner.

(C) For purposes of this subdivision, "controlled group of corporations" means "controlled group of corporations" as defined in Section 1563(a) of the Internal Revenue Code, except that:

(i) "More than 50 percent" shall be substituted for "at least 80 percent" each place it appears in Section 1563(a)(1) of the Internal Revenue Code.

(ii) The determination shall be made without regard to subsections (a)(4) and (e)(3)(C) of Section 1563 of the Internal Revenue Code.

(2) If an employer acquires the major portion of a trade or business of another employer (hereinafter in this paragraph referred to as the "predecessor") or the major portion of a separate unit of a trade or business of a predecessor, then, for purposes of applying this section (other than subdivision (e)) for any calendar year ending after that acquisition, the employment relationship between a qualified employee and an employer shall not be treated as terminated if the employee continues to be employed in that trade or business.

(e)(1)(A) If the employment, other than seasonal employment, of any qualified employee with respect to whom qualified wages are taken into account under subdivision (a) is terminated by the taxpayer at any time during the first 270 days of that employment, whether or not consecutive, or before the close of the 270th calendar day after the day in which that employee completes 90 days of employment with the taxpayer, the tax imposed by this part for the taxable year in which that employment is terminated shall be increased by an amount equal to the credit allowed under subdivision (a) for that taxable year and all prior taxable years attributable to qualified wages paid or incurred with respect to that employee.

(B) If the seasonal employment of any qualified employee, with respect to whom qualified wages are taken into account under subdivision (a) is not continued by the taxpayer for a period of 270 days of employment during the 60-month period beginning with the day the qualified employee commences seasonal employment with the taxpayer, the tax imposed by this part, for the taxable year that includes the 60th month following the month in which the qualified employee commences seasonal employment with the taxpayer, shall be increased by an amount equal to the credit allowed under subdivision (a) for that taxable year and all prior taxable years attributable to qualified wages paid or incurred with respect to that qualified employee.

(2)(A) Subparagraph (A) of paragraph (1) shall not apply to any of the following:

(i) A termination of employment of a qualified employee who voluntarily leaves the employment of the taxpayer.

(ii) A termination of employment of a qualified employee who, before the close of the period referred to in subparagraph (A) of paragraph (1), becomes disabled and unable to perform the services of that employment, unless that disability is removed before the close of that period and the taxpayer fails to offer reemployment to that employee.

(iii) A termination of employment of a qualified employee, if it is determined that the termination was due to the misconduct (as defined in Sections 1256-30 to 1256-43, inclusive, of Title 22 of the California Code of Regulations) of that employee.

(iv) A termination of employment of a qualified employee due to a substantial reduction in the trade or business operations of the taxpayer.

(v) A termination of employment of a qualified employee, if that employee is replaced by other qualified employees so as to create a net increase in both the number of employees and the hours of employment.

(B) Subparagraph (B) of paragraph (1) shall not apply to any of the following:

(i) A failure to continue the seasonal employment of a qualified employee who voluntarily fails to return to the seasonal employment of the taxpayer.

(ii) A failure to continue the seasonal employment of a qualified employee who, before the close of the period referred to in subparagraph (B) of paragraph (1), becomes disabled and unable to perform the services of that seasonal employment, unless that disability is removed before the close of that period and the taxpayer fails to offer seasonal employment to that qualified employee.

(iii) A failure to continue the seasonal employment of a qualified employee, if it is determined that the failure to continue the seasonal employment was due to the misconduct (as defined in Sections 1256-30 to 1256-43, inclusive, of Title 22 of the California Code of Regulations) of that qualified employee.

(iv) A failure to continue seasonal employment of a qualified employee due to a substantial reduction in the regular seasonal trade or business operations of the taxpayer.

(v) A failure to continue the seasonal employment of a qualified employee, if that qualified employee is replaced by other qualified employees so as to create a net increase in both the number of seasonal employees and the hours of seasonal employment.

(C) For purposes of paragraph (1), the employment relationship between the taxpayer and a qualified employee shall not be treated as terminated by either of the following:

(i) By a transaction to which Section 381(a) of the Internal Revenue Code applies, if the qualified employee continues to be employed by the acquiring corporation.

(ii) By reason of a mere change in the form of conducting the trade or business of the taxpayer, if the qualified employee continues to be employed in that trade or business and the taxpayer retains a substantial interest in that trade or business.

(3) Any increase in tax under paragraph (1) shall not be treated as tax imposed by this part for purposes of determining the amount of any credit allowable under this part.

(f) Rules similar to the rules provided in Section 46(e) and (h) of the Internal Revenue Code shall apply to both of the following:

(1) An organization to which Section 593 of the Internal Revenue Code applies.

(2) A regulated investment company or a real estate investment trust subject to taxation under this part.

(g) For purposes of this section, "enterprise zone" means an area designated as an enterprise zone pursuant to Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(h) The credit allowable under this section shall be reduced by the credit allowed under Sections 23623.5, 23625, and 23646 claimed for the same employee. The credit shall also be reduced by the federal credit allowed under Section 51 of the Internal Revenue Code.

In addition, any deduction otherwise allowed under this part for the wages or salaries paid or incurred by the taxpayer upon which the credit is based shall be reduced by the amount of the credit, prior to any reduction required by subdivision (i) or (j).

(i) In the case where the credit otherwise allowed under this section exceeds the "tax" for the taxable year, that portion of the credit that exceeds the "tax" may be carried over and added to the credit, if any, in succeeding taxable years, until the credit is exhausted. The credit shall be applied first to the earliest taxable years possible.

(j)(1) The amount of the credit otherwise allowed under this section and Section 23612.2, including any credit carryover from prior years, that may reduce the "tax" for the taxable year shall not exceed the amount of tax which would be imposed on the taxpayer's business income attributable to the enterprise zone determined as if that attributable income represented all of the income of the taxpayer subject to tax under this part.

(2) Attributable income shall be that portion of the taxpayer's California source business income that is apportioned to the enterprise zone. For that purpose, the taxpayer's business attributable to sources in this state first shall be determined in accordance with Chapter 17 (commencing with Section 25101). That business income shall be further apportioned to the enterprise zone in accordance with Article 2 (commencing with Section 25120) of Chapter 17, modified for purposes of this section in accordance with paragraph (3).

(3) Business income shall be apportioned to the enterprise zone by multiplying the total California business income of the taxpayer by a fraction, the numerator of which is the property factor plus the payroll factor, and the denominator of which is two. For purposes of this paragraph:

(A) The property factor is a fraction, the numerator of which is the average value of the taxpayer's real and tangible personal property owned or rented and used in the enterprise zone during the income year, and the denominator of which is the average value of all the taxpayer's real and tangible personal property owned or rented and used in this state during the income year.

(B) The payroll factor is a fraction, the numerator of which is the total amount paid by the taxpayer in the enterprise zone during the income year for compensation, and the denominator of which is the total compensation paid by the taxpayer in this state during the income year.

(4) The portion of any credit remaining, if any, after application of this subdivision, shall be carried over to succeeding taxable years, as if it were an amount exceeding the "tax" for the taxable year, as provided in subdivision (i).

(k) The changes made to this section by the act adding this subdivision [FN2] shall apply to taxable years on or after January 1, 1997.

Schedule 2

Section 349(b) of the California Election Code

West's Ann.Cal.Elec.Code § 349

§ 349. Residence

(a) "Residence" for voting purposes means a person's domicile.

(b) The domicile of a person is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one domicile.

(c) The residence of a person is that place in which the person's habitation is fixed for some period of time, but wherein he or she does not have the intention of remaining. At a given time, a person may have more than one residence.

Exhibit B

Operations Jobs Policy for the West Gateway Area

[See attached]

Operations Jobs Policy

Oakland Army Base Project

West Gateway

I. Purpose. This Operations Jobs Policy sets forth certain requirements regarding hiring and employment for jobs related to operation of the development on the Project Site associated with the West Gateway Ground Lease, as described in that certain Lease Disposition and Development Agreement between the City of Oakland and Prologis CCIG Oakland Global, LLC dated _____. Employers in the Project Site agree to comply with terms of this Operations Jobs Policy as a condition of entry into any agreement to which this Policy is attached. This Operations Jobs Policy does not cover construction hiring or construction employment.

II. Definitions. As used herein, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"**Background Exceptions**" shall mean: (i) law, regulation or policy of any applicable governmental or quasi-governmental body (including, but not limited to, those established under the Transportation Worker Identification Credential program and the Customs Trade Partnership Against Terrorism); and (ii) the Employer's good faith determination that the position is of such sensitivity that individuals with particular types of criminal convictions or histories are ineligible.

"**City**" shall mean the City of Oakland.

"**Developer**" shall mean Prologis CCIG Oakland Global, LLC and its approved successors, assigns and transferees, as set forth in the LDDA.

"**Disadvantaged Worker**" shall mean a Resident meeting eligibility criteria for California Enterprise Zone Hiring Credits, as set forth in Cal. Rev. & Tax Code Sec. 23622.7(b)(4)(A), as in effect on the LDDA Execution Date, a copy of which is attached hereto as Schedule 1, on the date that such individual is hired or assigned to perform the applicable work.

"**Employer**" shall mean any entity employing at least two full time equivalent individuals to perform On-Site Jobs. For example, this threshold would be satisfied by employment of either two full-time workers or four half-time workers to perform On-Site Jobs.

"**Jobs Center**" shall mean a referral center to be designated by the City as such for purposes of implementation of this Policy.

"**Large Employer**" shall mean any entity having a total job count of forty (40) or greater, and either leasing space within the Project Site or performing services within the Project Site pursuant to one or more service or labor supply contracts. For purposes of this definition, "total

job count" shall mean the number of individuals working in On-Site Jobs and employed directly by the entity in question, working under a service contract or labor supply contract with the entity in question, or working under any related subcontract or agreement with the entity in question.

"**LDDA**" shall mean the Lease Disposition and Development Agreement described in Section I, above, and entered into by City and Developer respecting the development of the Oakland Army Base, as may be amended from time to time.

"**LDDA Execution Date**" shall mean the date the LDDA is signed by all parties as set forth in Section I, above.

"**On-Site Job**" shall mean any job for which at least fifty percent (50%) of the work hours during any calendar year are performed on the Project Site.

"**Policy**" shall mean this Operations Jobs Policy for the West Gateway.

"**Project**" shall mean the redevelopment activities occurring on the Project Site.

"**Project Site**" shall mean the parcels of land to be leased pursuant to the West Gateway Ground Lease, as may be amended (or as those parcels may be otherwise leased or conveyed in the future).

"**Resident**" shall mean an individual domiciled in the City for at least six (6) months prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect on the LLDA Execution Date, attached hereto as Schedule 2.

"**Tenant**" shall mean any entity leasing space in the Project Site.

"**West Gateway Ground Lease**" means that certain ground lease, the form of which is Attachment 3 to the LDDA, that the City intends to lease to CCIG Oakland Global LLC or its affiliate pursuant to the terms of the LDDA.

III. Local Hiring.

A. Hiring Process.

1. Long-Range Planning. As soon as the information is available following a Large Employer's execution of a contract under which it will operate at the Project Site and within thirty (30) days of each January 1 thereafter, the Large Employer shall provide to the City and the Jobs Center information regarding such Large Employers' good faith projection of the number and type of On-Site Jobs that such Large Employer reasonably believes it will need to fill during the applicable calendar year and the basic qualifications anticipated to be necessary for such On-Site Jobs.

2. Initial Hiring Process.

a. Notification of Job Opportunities. At least four (4) weeks prior to the date that a Large Employer is anticipated to commence operations in the Project Site, or, if such Large Employer executes a contract under which it will operate at the Project Site less than four (4) weeks prior to such anticipated date, within two (2) business days following execution of such contract and prior to commencing operations (any such period, the "Initial Notice Period"), such Large Employer shall notify the Jobs Center of openings for non-management On-Site Jobs and provide a clear and complete description of job responsibilities and qualifications therefor, including expectations, salary, minimum qualifications, work schedule, duration of employment, required standard of appearance, and any special requirements (*e.g.,* language skills, drivers' license, required background check, etc.). Job qualifications shall be limited to qualifications directly related to performance of job duties.

b. Hiring. The Large Employer shall use normal hiring practices, including interviews, to consider all Residents and Disadvantaged Workers referred by the Jobs Center and meeting the qualifications described in the referral request during the Initial Notice Period, or until all open positions for non-management On-Site Jobs are filled, whichever is sooner. The Large Employer shall make best efforts to fill all openings for non-management On-Site Jobs with Residents and Disadvantaged Workers referred by the Jobs Center. If at the conclusion of the Initial Notice Period the Large Employer has been unable to fill all available non-management On-Site Jobs with Residents and Disadvantaged Workers referred by the Jobs Center, the Large Employer may use other recruitment methods to fill the position(s).

c. Pre-opening Transfer. Provisions of this Section III.A.2 are not applicable to a Large Employer that is closing a facility located outside Oakland and is transferring the majority of its staff from the previous facility to a new facility within Oakland. Upon commencing operation in the new facility, such a Large Employer is covered by Section III.A.3, below. Provisions of this Section III.A.2 are applicable to Large Employers who hire for positions in facilities located outside Oakland with the intention of transferring such hires to a new facility at the Project Site upon commencement of operations for the new facility. All such hires shall be made consistent with the provisions of this Section III.A.2.

d. Jobs Center Feedback. Following the completion of the initial hiring process set forth in this Section III.A.2, at the request of the City, a Large Employer shall meet and confer with the City Administrator and the Jobs Center to provide feedback on the initial hiring process so as to ensure that the Jobs Center may meet the future employment needs of the Large Employer and any future Employer, as relevant, and ensure the maximum hiring of Residents and Disadvantaged Workers feasible given the opportunities to be created by the Project.

3. Ongoing Hiring Process.

a. Notification of Job Opportunities. After a Large Employer has commenced operations at the Project Site, it shall continue to use the Jobs Center in accordance

with this Section III.A.3 as a resource to fill openings for On-Site Jobs. When a Large Employer has an opening for an On-Site Job available, the Large Employer shall notify the Jobs Center of such job openings and provide a clear and complete description of job responsibilities and qualifications, including expectations, salary, minimum qualifications, work schedule, duration of employment, required standard of appearance, and any special requirements (*e.g.* language skills, drivers' license, required background check, etc.). Job qualifications shall be limited to qualifications directly related to performance of job duties.

b. Hiring. The Large Employer shall then use standard hiring practices, including interviews, to consider all Residents and Disadvantaged Workers referred by the Jobs Center and meeting the qualifications described in the referral request during a five (5)-day period after initial notification to the Jobs Center, or until all open On-Site Jobs are filled, whichever is sooner. The Large Employer shall make good faith efforts to fill all available On-Site Jobs with Residents and Disadvantaged Workers referred through the Jobs Center. If at the conclusion of the five (5)-day period the Large Employer has been unable to fill all openings for On-Site Jobs with Residents and Disadvantaged Workers referred by the Jobs Center, the Large Employer may use other recruitment methods.

4. Priorities for Initial and Ongoing Hiring. In exercising its efforts required by this Policy to fill all available On-Site Jobs with Residents and Disadvantaged Workers referred by the Jobs Center, each Large Employer shall apply the following priorities in hiring Residents:

i. First Priority: Residents of zip codes 94607, 94612, 94608, and 94609;

ii. Second Priority: Residents of the Oakland Enterprise Zone Targeted Employment Area, as designated on the LDDA Execution Date, attached hereto as Schedule 3; and

iii. Third Priority: other Residents of the City of Oakland.

5. Nondiscrimination. Employers shall not discriminate against Residents or Disadvantaged Workers on the basis of their Resident status, status as a Disadvantaged Worker, or on any prohibited basis in any terms and conditions of employment, including retention, promotions, job duties, shift assignments, and training opportunities.

6. Worker Qualifications. Unless a criminal background check is required by any of the Background Exceptions, an Employer shall neither request from prospective workers, nor independently research prospective workers' history of involvement with the criminal justice system. Where a criminal background check is required by any Background Exception, subject to the requirements of such Background Exception the Employer shall: (a) include the following statement in the position description: "This position is subject to a background check for any convictions related to its responsibilities and requirements. Only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts will be considered and will not automatically disqualify a finalist candidate."; (b) undertake the background check only after the initial interview (or, if no interview is undertaken, after a candidate has received a conditional

offer of employment for the position in question); (c) consider only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts; and (d) take into account the age of the individual at the time of the offense, the time that has passed since the offense, the nature and seriousness of the offense, and any evidence of the individual's rehabilitation. Unless a credit history is required by any of the Background Exceptions or Employer's good faith determination that the position is of such sensitivity that individuals with particular types of credit histories are ineligible, an Employer shall neither request, nor independently research, prospective workers' credit histories. To the extent that this Section III.A.6 conflicts with any requirements of this Policy related to Disadvantaged Workers, this Section III.A.6 shall control.

B. Monitoring and Enforcement.

1. Safe Harbor Provision. Any Large Employer for whom at least fifty percent (50%) of workers hired for On-Site Jobs during a particular year were Residents, and for whom at least twenty-five percent (25%) of workers hired for On-Site Jobs during a particular year were Disadvantaged Workers, shall be deemed to be in compliance with Sections III.A.2, and III.A.3 of this Policy, for all hiring during that year. For the avoidance of doubt, for purposes of determining the percentages of workers hired for On-Site Jobs during a particular year that were Residents and Disadvantaged Workers, a Disadvantaged Worker shall be counted as both a Resident and a Disadvantaged Worker.

2. Credit for Hiring at Other Locations. Large Employers shall receive credit toward achievement of the Safe Harbor threshold set forth in Section III.B.1 for any hires of Residents or Disadvantaged Workers to perform jobs at other locations, so long as such Residents or Disadvantaged Workers are compensated in an amount equal to or in excess of that set forth in the Oakland Living Wage Ordinance (Oakland Municipal Code Section 2.28.010 *et seq.*). For example, if a Large Employer hires ten (10) workers for On-Site Jobs in a year, and six (6) are Residents, and in that year such Large Employer also hires one (1) Resident to perform a job at another location with such compensation, then, for purposes of Section III.B.1, seven (7) of such ten (10) workers will be deemed to be Residents).

3. Retention Incentive. For every two-thousand (2,000) hours that any one Resident or Disadvantaged Worker hired pursuant to this Policy works for a Large Employer, that Large Employer shall be entitled to a "bonus" hiring credit towards achievement of the Safe Harbor threshold set forth in Section III.B.1, above. For example, if a Large Employer hires ten (10) workers for On-Site Jobs in a year, and six (6) are Residents, and a Resident works his or her two thousandth (2,000th) hour for such Large Employer, then, for purposes of Section III.B.1, seven (7) of such ten (10) workers will be deemed to be Residents. For any employee that does not work on an hourly basis, hours shall be counted towards this threshold on the basis of forty (40) hours per week of full time employment so long as that employee actually works or is otherwise paid for at least forty (40) hours in all weeks in question.

4. Liquidated Damages. Each Large Employer agrees that, if during a particular year it has not either complied with the hiring process requirements of Sections III.A.2 and III.A.3 above or satisfied the safe harbor percentage set forth in Section III.B.1 above, then as the sole and exclusive remedy therefor, it shall pay to the City liquidated damages in the amount of five thousand dollars ($5,000.00) per job short of the Safe Harbor threshold set forth

in Section III.B.1, above. For example, if a Large Employer hires ten workers for On-Site Jobs in a year, and four are Residents and two are Disadvantaged Workers, then the liquidated damages shall total seven thousand five hundred dollars ($7,500). Of this amount, five thousand dollars ($5,000) is based on failure to meet the fifty percent (50%) safe harbor percentage for hiring of Residents, with safe harbor in this case requiring five Residents to be hired, and actual performance having been four hires. The remaining two thousand five hundred dollars ($2,500) is based on failure to meet the twenty-five percent (25%) safe harbor percentage for Disadvantaged Workers, with safe harbor amount in this case requiring at least two and one half (2.5) Disadvantaged Workers to be hired, and actual performance having been two hires; as shortfall in this case would be one-half of a single hire, liquidated damages would be half of one On-Site Job, or two thousand five hundred dollars ($2,500). Any liquidated damages collected by the City shall be used solely to support training, referral, monitoring, or technical assistance to advance the purposes of this Policy.

5. Compliance Records. Each Employer shall make available to the City on an annual basis (as of January 1 of each calendar year), or upon request, records sufficient to determine compliance with this Policy. The City shall keep all documentation provided pursuant to this Section III.B.5 confidential, subject to applicable law.

6. Additional Enforcement Mechanisms. Except as set forth in Section III.B.4 above, the City shall be entitled to all remedies at law or in equity for any failure to comply with this Policy. Further, Employers who repeatedly violate this Policy may be debarred from future City contracts.

IV. Temporary Employment Agencies.

A. Temporary Employment Agencies. Large Employers may enter into a contract or other arrangement to supply workers for temporary employment in On-Site Jobs, provided that without the approval of the City Administrator in his or her reasonable discretion (i) temporary employment of any individual worker will last one hundred twenty (120) days or less per calendar year and (ii) no more than forty percent (40%) of the total number of days worked by all individuals performing On-Site Jobs on behalf of such Large Employer shall be performed by temporary workers. The City Administrator shall reasonably consider any request for such approval by the applicable Large Employer if such Large Employer reasonably demonstrates that compliance with this Section IV.A could create significant economic or operational hardship for the Large Employer.

V. Living Wages.

A. Compliance with Ordinance. Each Employer shall provide compensation required of covered employers under, and shall otherwise comply with, the Oakland Living Wage Ordinance. (Oakland Municipal Code Section 2.28.010 *et seq.*)

VI. Miscellaneous.

A. Contact Person. Within thirty (30) days after having entered into any contract (including any assignment of all or any portion of any lease) related to operation on the Project Site, each Employer will designate a contact person for all matters related to implementation of this Policy. The Employer shall forward the name, address and phone number of the designated individual to the City.

B. Determination of Status. A Large Employer's determination of (i) whether any individual is a Resident or (ii) any individual's status within the priorities set forth in Section III.A.4 shall be binding in determining whether the requirements of this Policy have been satisfied, including the requirements of Section III.A and III.B, provided that such Large Employer obtains reasonable documentation demonstrating that such individual is a Resident at the time that such individual is assigned or hired, and such Large Employer retains such documentation and makes it available to City for inspection at reasonable times. The City shall keep all documentation provided pursuant to this Section IV.B confidential, subject to applicable law. The Jobs Center shall make determinations of Disadvantaged Worker status. The Jobs Center shall make such determinations promptly upon request from an Employer, a worker, or the City.

C. Assignments, Subleases and Contracts. Developer and each Tenant shall include compliance with this Policy as a material term of any assignment or sublease of all or a portion of its interest in the Project Site. If a Developer or Tenant complies with this Section VI.C, such Developer or Tenant shall not be liable for any breach of this Policy that is (i) related to the interest so assigned or subleased and (ii) first arises after the date of such assignment or sublease. Each Employer shall include compliance with this Policy as a material term of any subcontract or other agreement under which any On-Site Jobs may be performed. If a Developer, Employer, or Tenant enters into a contract in violation of this Section VI.C, then upon request from the City it shall either amend that contract to include all requirements of this Policy, or terminate that contract.

D. Assurance Regarding Preexisting Contracts. Each entity that agrees to comply with this Policy warrants and represents that as of the date that a contract incorporating this Policy became effective, it has executed no contract pertaining to the Project or the Project Site that would have violated this Policy had it been executed after that date, or would interfere with fulfillment of or conflict with terms of this Policy. If, despite this assurance, an entity that has agreed to comply with this Policy has entered into a contract in violation of this Section VI.D, then upon request from the City it shall either amend that contract to include the provisions required by this Policy, or terminate that contract.

E. Funding Restrictions. For any portion of operations on the Project Site for which, based on use of federal or state funds, a federal or state agency prohibits application of the requirements of this Policy, the City will, after consultation with Developer, work collaboratively with the funding agency to adapt the requirements of this Policy to the restrictions imposed by the funding agency, advancing the goals of this Policy to the greatest extent permitted by the funding agency. In such cases, Developer and the City shall meet and confer with regard to the adapted requirements agreed to by the City and the funding agency, and such requirements shall be applied to such portions of operations on the Project Site for the

period required by such agency, and shall automatically become terms of this Policy with respect to such operations.

F. Third Party Beneficiaries. The City is an intended third-party beneficiary of any contract that incorporates this Policy, but only for the purposes of enforcing the terms of this Policy. There shall be no other third party beneficiaries of this Policy. The City shall not delegate any of its responsibilities to any other third party, require the consent of any third party or act solely upon the direction of any third party in performing its obligations or exercising its rights under this Policy.

G. Retaliation Prohibited. An Employer shall not discharge, reduce the compensation of, or otherwise discriminate against any person for making a complaint, participating in any proceedings, using any civil remedies to enforce his or her rights, or otherwise asserting his or her rights under this Policy.

H. Material Term. This Policy is a material term of any contract into which it is incorporated.

I. Severability. If any of the provisions of this Policy are held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, that holding shall in no way affect, impair, or invalidate any of the other provisions of this Policy. If this Policy's six (6)-month requirement for qualification as a Resident is deemed invalid by final decision of a court of competent jurisdiction, then "Resident" shall mean an individual domiciled in the City prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect on the LDDA Execution Date, attached hereto as Schedule 2.

J. Applicable Law and Compliance with Law. This Policy shall be governed by and construed in accordance with the laws of the State of California and the United States and shall be enforced only to the extent that it is consistent with those laws. Parties who have agreed to comply with this Policy agree: (i) that their understanding is that all terms of this Policy are consistent with federal, state, and local law; and (ii) that this Policy shall be reasonably interpreted so as to comply with any conflicting law.

K. Successors and Assigns. This Policy shall be binding upon and inure to the benefit of successors and assigns of any party to a contract incorporating this Policy. References in this Policy to any entity shall be deemed to apply to any successor of that entity.

L. Warranties and Representation. Each party to a contract incorporating this Policy agrees not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Policy in any judicial action or arbitration proceeding; has had the opportunity to consult counsel regarding terms of this Policy, and has agreed to such terms voluntarily as a condition of entering into a contract that incorporates this Policy. This Policy shall not be strictly construed against any entity, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Policy.

M. Collective Bargaining Agreement(s). To the extent that this Policy conflicts with any collective bargaining agreement(s) to which an Employer is party, and such agreement is applicable to Employer's operations on the Project Site and is in effect as of the date that the Employer executes a lease or contract under which it will operate at the Project Site, the terms of such collective bargaining agreement(s) shall take precedence, and this Policy shall not apply to the extent of any such conflict. Where a collective bargaining agreement takes precedence over this Policy as described above, Developer and the City shall make a good faith effort to encourage a meeting to occur promptly following such lease or contract execution date among the Employer, the applicable union(s) and the City to discuss whether and how to reduce or eliminate conflict between this Policy and future collective bargaining agreements.

N. Hiring Discretion. Nothing in this Policy shall require that any Employer hire any particular individual; each Employer shall have the sole discretion to hire any individual referred by the Jobs Center or any other person or entity.

Schedule 1

Cal. Rev. & Tax Code Sec. 23622.7(b)(4)(A)

West's Ann.Cal.Rev. & T.Code § 23622.7

§ 23622.7. Credit against tax; taxpayers employing qualified employees in enterprise zones

(a) There shall be allowed a credit against the "tax" (as defined by Section 23036) to a taxpayer who employs a qualified employee in an enterprise zone during the taxable year. The credit shall be equal to the sum of each of the following:

(1) Fifty percent of qualified wages in the first year of employment.

(2) Forty percent of qualified wages in the second year of employment.

(3) Thirty percent of qualified wages in the third year of employment.

(4) Twenty percent of qualified wages in the fourth year of employment.

(5) Ten percent of qualified wages in the fifth year of employment.

(b) For purposes of this section:

(1) "Qualified wages" means:

(A)(i) Except as provided in clause (ii), that portion of wages paid or incurred by the taxpayer during the taxable year to qualified employees that does not exceed 150 percent of the minimum wage.

(ii) For up to 1,350 qualified employees who are employed by the taxpayer in the Long Beach Enterprise Zone in aircraft manufacturing activities described in Codes 3721 to 3728, inclusive, and Code 3812 of the Standard Industrial Classification (SIC) Manual published by the United States Office of Management and Budget, 1987 edition, "qualified wages" means that portion of hourly wages that does not exceed 202 percent of the minimum wage.

(B) Wages received during the 60-month period beginning with the first day the employee commences employment with the taxpayer. Reemployment in connection with any increase, including a regularly occurring seasonal increase, in the trade or business operations of the taxpayer does not constitute commencement of employment for purposes of this section.

(C) Qualified wages do not include any wages paid or incurred by the taxpayer on or after the zone expiration date. However, wages paid or incurred with respect to qualified employees who are employed by the taxpayer within the enterprise zone within the 60-month period prior to the zone expiration date shall continue to qualify for the credit under this section after the zone expiration date, in accordance with all provisions of this section applied as if the enterprise zone designation were still in existence and binding.

(2) "Minimum wage" means the wage established by the Industrial Welfare Commission as provided for in Chapter 1 (commencing with Section 1171) of Part 4 of Division 2 of the Labor Code.

(3) "Zone expiration date" means the date the enterprise zone designation expires, is no longer binding, or becomes inoperative.

(4)(A) "Qualified employee" means an individual who meets all of the following requirements:

(i) At least 90 percent of whose services for the taxpayer during the taxable year are directly related to the conduct of the taxpayer's trade or business located in an enterprise zone.

(ii) Performs at least 50 percent of his or her services for the taxpayer during the taxable year in an enterprise zone.

(iii) Is hired by the taxpayer after the date of original designation of the area in which services were performed as an enterprise zone.

(iv) Is any of the following:

(I) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible for services under the federal Job Training Partnership Act (29 U.S.C. Sec. 1501 et seq.), or its successor, who is receiving, or is eligible to receive, subsidized employment, training, or services funded by the federal Job Training Partnership Act, or its successor.

(II) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible to be a voluntary or mandatory registrant under the Greater Avenues for Independence Act of 1985 (GAIN) provided for pursuant to Article 3.2 (commencing with Section 11320) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code, or its successor.

(III) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was an economically disadvantaged individual 14 years of age or older.

(IV) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a dislocated worker who meets any of the following:

(aa) Has been terminated or laid off or who has received a notice of termination or layoff from employment, is eligible for or has exhausted entitlement to unemployment insurance benefits, and is unlikely to return to his or her previous industry or occupation.

(bb) Has been terminated or has received a notice of termination of employment as a result of any permanent closure or any substantial layoff at a plant, facility, or enterprise, including an individual who has not received written notification but whose employer has made a public announcement of the closure or layoff.

(cc) Is long-term unemployed and has limited opportunities for employment or reemployment in the same or a similar occupation in the area in which the individual resides, including an individual 55 years of age or older who may have substantial barriers to employment by reason of age.

(dd) Was self-employed (including farmers and ranchers) and is unemployed as a result of general economic conditions in the community in which he or she resides or because of natural disasters.

(ee) Was a civilian employee of the Department of Defense employed at a military installation being closed or realigned under the Defense Base Closure and Realignment Act of 1990.

(ff) Was an active member of the armed forces or National Guard as of September 30, 1990, and was either involuntarily separated or separated pursuant to a special benefits program.

(gg) Is a seasonal or migrant worker who experiences chronic seasonal unemployment and underemployment in the agriculture industry, aggravated by continual advancements in technology and mechanization.

(hh) Has been terminated or laid off, or has received a notice of termination or layoff, as a consequence of compliance with the Clean Air Act.

(V) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a disabled individual who is eligible for or enrolled in, or has completed a state rehabilitation plan or is a service-connected disabled veteran, veteran of the Vietnam era, or veteran who is recently separated from military service.

(VI) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was an ex-offender. An individual shall be treated as convicted if he or she was placed on probation by a state court without a finding of guilt.

(VII) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a person eligible for or a recipient of any of the following:

(aa) Federal Supplemental Security Income benefits.

(bb) Aid to Families with Dependent Children.

(cc) CalFresh benefits.

(dd) State and local general assistance.

(VIII) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a member of a federally recognized Indian tribe, band, or other group of Native American descent.

(IX) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a resident of a targeted employment area (as defined in Section 7072 of the Government Code).

(X) An employee who qualified the taxpayer for the enterprise zone hiring credit under former Section 23622 or the program area hiring credit under former Section 23623.

(XI) Immediately preceding the qualified employee's commencement of employment with the taxpayer, was a member of a targeted group, as defined in Section 51(d) of the Internal Revenue Code [FN1], or its successor.

(B) Priority for employment shall be provided to an individual who is enrolled in a qualified program under the federal Job Training Partnership Act or the Greater Avenues for Independence Act of 1985 or who is eligible as a member of a targeted group under the Work Opportunity Tax Credit (Section 51 of the Internal Revenue Code), or its successor.

(5) "Taxpayer" means a corporation engaged in a trade or business within an enterprise zone designated pursuant to Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(6) "Seasonal employment" means employment by a taxpayer that has regular and predictable substantial reductions in trade or business operations.

(c) The taxpayer shall do both of the following:

(1) Obtain from the Employment Development Department, as permitted by federal law, the local county or city Job Training Partnership Act administrative entity, the local county GAIN office or social services agency, or the local government administering the enterprise zone, a certification that provides that a qualified employee meets the eligibility requirements specified in

clause (iv) of subparagraph (A) of paragraph (4) of subdivision (b). The Employment Development Department may provide preliminary screening and referral to a certifying agency. The Employment Development Department shall develop a form for this purpose. The Department of Housing and Community Development shall develop regulations governing the issuance of certificates by local governments pursuant to subdivision (a) of Section 7086 of the Government Code.

(2) Retain a copy of the certification and provide it upon request to the Franchise Tax Board.

(d)(1) For purposes of this section:

(A) All employees of all corporations which are members of the same controlled group of corporations shall be treated as employed by a single taxpayer.

(B) The credit, if any, allowable by this section to each member shall be determined by reference to its proportionate share of the expense of the qualified wages giving rise to the credit, and shall be allocated in that manner.

(C) For purposes of this subdivision, "controlled group of corporations" means "controlled group of corporations" as defined in Section 1563(a) of the Internal Revenue Code, except that:

(i) "More than 50 percent" shall be substituted for "at least 80 percent" each place it appears in Section 1563(a)(1) of the Internal Revenue Code.

(ii) The determination shall be made without regard to subsections (a)(4) and (e)(3)(C) of Section 1563 of the Internal Revenue Code.

(2) If an employer acquires the major portion of a trade or business of another employer (hereinafter in this paragraph referred to as the "predecessor") or the major portion of a separate unit of a trade or business of a predecessor, then, for purposes of applying this section (other than subdivision (e)) for any calendar year ending after that acquisition, the employment relationship between a qualified employee and an employer shall not be treated as terminated if the employee continues to be employed in that trade or business.

(e)(1)(A) If the employment, other than seasonal employment, of any qualified employee with respect to whom qualified wages are taken into account under subdivision (a) is terminated by the taxpayer at any time during the first 270 days of that employment, whether or not consecutive, or before the close of the 270th calendar day after the day in which that employee completes 90 days of employment with the taxpayer, the tax imposed by this part for the taxable year in which that employment is terminated shall be increased by an amount equal to the credit allowed under subdivision (a) for that taxable year and all prior taxable years attributable to qualified wages paid or incurred with respect to that employee.

(B) If the seasonal employment of any qualified employee, with respect to whom qualified wages are taken into account under subdivision (a) is not continued by the taxpayer for a period of 270 days of employment during the 60-month period beginning with the day the qualified employee commences seasonal employment with the taxpayer, the tax imposed by this part, for the taxable year that includes the 60th month following the month in which the qualified employee commences seasonal employment with the taxpayer, shall be increased by an amount equal to the credit allowed under subdivision (a) for that taxable year and all prior taxable years attributable to qualified wages paid or incurred with respect to that qualified employee.

(2)(A) Subparagraph (A) of paragraph (1) shall not apply to any of the following:

(i) A termination of employment of a qualified employee who voluntarily leaves the employment of the taxpayer.

(ii) A termination of employment of a qualified employee who, before the close of the period referred to in subparagraph (A) of paragraph (1), becomes disabled and unable to perform the services of that employment, unless that disability is removed before the close of that period and the taxpayer fails to offer reemployment to that employee.

(iii) A termination of employment of a qualified employee, if it is determined that the termination was due to the misconduct (as defined in Sections 1256-30 to 1256-43, inclusive, of Title 22 of the California Code of Regulations) of that employee.

(iv) A termination of employment of a qualified employee due to a substantial reduction in the trade or business operations of the taxpayer.

(v) A termination of employment of a qualified employee, if that employee is replaced by other qualified employees so as to create a net increase in both the number of employees and the hours of employment.

(B) Subparagraph (B) of paragraph (1) shall not apply to any of the following:

(i) A failure to continue the seasonal employment of a qualified employee who voluntarily fails to return to the seasonal employment of the taxpayer.

(ii) A failure to continue the seasonal employment of a qualified employee who, before the close of the period referred to in subparagraph (B) of paragraph (1), becomes disabled and unable to perform the services of that seasonal employment, unless that disability is removed before the close of that period and the taxpayer fails to offer seasonal employment to that qualified employee.

(iii) A failure to continue the seasonal employment of a qualified employee, if it is determined that the failure to continue the seasonal employment was due to the misconduct (as defined in Sections 1256-30 to 1256-43, inclusive, of Title 22 of the California Code of Regulations) of that qualified employee.

(iv) A failure to continue seasonal employment of a qualified employee due to a substantial reduction in the regular seasonal trade or business operations of the taxpayer.

(v) A failure to continue the seasonal employment of a qualified employee, if that qualified employee is replaced by other qualified employees so as to create a net increase in both the number of seasonal employees and the hours of seasonal employment.

(C) For purposes of paragraph (1), the employment relationship between the taxpayer and a qualified employee shall not be treated as terminated by either of the following:

(i) By a transaction to which Section 381(a) of the Internal Revenue Code applies, if the qualified employee continues to be employed by the acquiring corporation.

(ii) By reason of a mere change in the form of conducting the trade or business of the taxpayer, if the qualified employee continues to be employed in that trade or business and the taxpayer retains a substantial interest in that trade or business.

(3) Any increase in tax under paragraph (1) shall not be treated as tax imposed by this part for purposes of determining the amount of any credit allowable under this part.

(f) Rules similar to the rules provided in Section 46(e) and (h) of the Internal Revenue Code shall apply to both of the following:

(1) An organization to which Section 593 of the Internal Revenue Code applies.

(2) A regulated investment company or a real estate investment trust subject to taxation under this part.

(g) For purposes of this section, "enterprise zone" means an area designated as an enterprise zone pursuant to Chapter 12.8 (commencing with Section 7070) of Division 7 of Title 1 of the Government Code.

(h) The credit allowable under this section shall be reduced by the credit allowed under Sections 23623.5, 23625, and 23646 claimed for the same employee. The credit shall also be reduced by the federal credit allowed under Section 51 of the Internal Revenue Code.

In addition, any deduction otherwise allowed under this part for the wages or salaries paid or incurred by the taxpayer upon which the credit is based shall be reduced by the amount of the credit, prior to any reduction required by subdivision (i) or (j).

(i) In the case where the credit otherwise allowed under this section exceeds the "tax" for the taxable year, that portion of the credit that exceeds the "tax" may be carried over and added to the credit, if any, in succeeding taxable years, until the credit is exhausted. The credit shall be applied first to the earliest taxable years possible.

(j)(1) The amount of the credit otherwise allowed under this section and Section 23612.2, including any credit carryover from prior years, that may reduce the "tax" for the taxable year shall not exceed the amount of tax which would be imposed on the taxpayer's business income attributable to the enterprise zone determined as if that attributable income represented all of the income of the taxpayer subject to tax under this part.

(2) Attributable income shall be that portion of the taxpayer's California source business income that is apportioned to the enterprise zone. For that purpose, the taxpayer's business attributable to sources in this state first shall be determined in accordance with Chapter 17 (commencing with Section 25101). That business income shall be further apportioned to the enterprise zone in accordance with Article 2 (commencing with Section 25120) of Chapter 17, modified for purposes of this section in accordance with paragraph (3).

(3) Business income shall be apportioned to the enterprise zone by multiplying the total California business income of the taxpayer by a fraction, the numerator of which is the property factor plus the payroll factor, and the denominator of which is two. For purposes of this paragraph:

(A) The property factor is a fraction, the numerator of which is the average value of the taxpayer's real and tangible personal property owned or rented and used in the enterprise zone during the income year, and the denominator of which is the average value of all the taxpayer's real and tangible personal property owned or rented and used in this state during the income year.

(B) The payroll factor is a fraction, the numerator of which is the total amount paid by the taxpayer in the enterprise zone during the income year for compensation, and the denominator of which is the total compensation paid by the taxpayer in this state during the income year.

(4) The portion of any credit remaining, if any, after application of this subdivision, shall be carried over to succeeding taxable years, as if it were an amount exceeding the "tax" for the taxable year, as provided in subdivision (i).

(k) The changes made to this section by the act adding this subdivision [FN2] shall apply to taxable years on or after January 1, 1997.

Schedule 2

Section 349(b) of the California Election Code

West's Ann.Cal.Elec.Code § 349

§ 349. Residence

(a) "Residence" for voting purposes means a person's domicile.

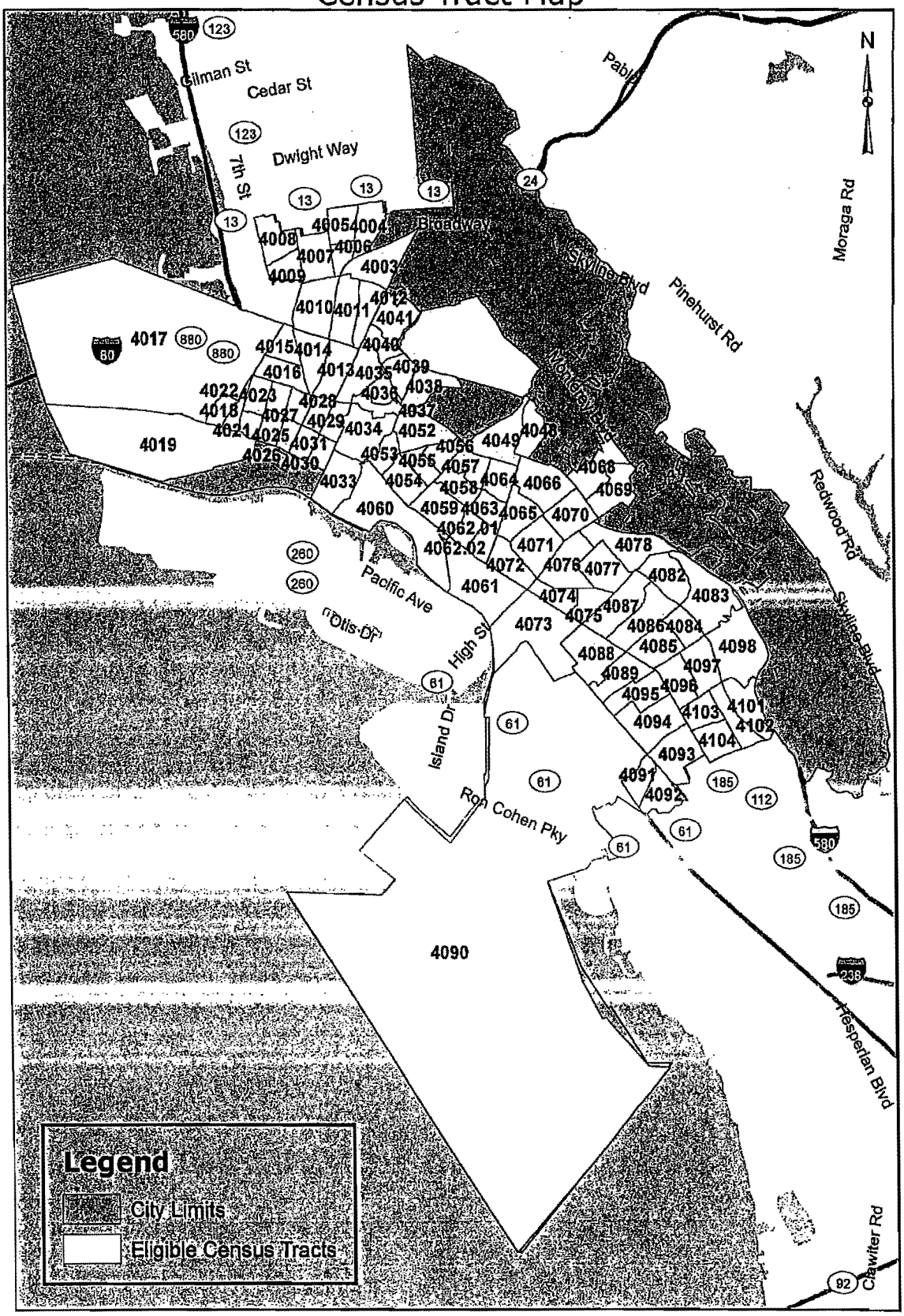
(b) The domicile of a person is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one domicile.

(c) The residence of a person is that place in which the person's habitation is fixed for some period of time, but wherein he or she does not have the intention of remaining. At a given time, a person may have more than one residence.

Schedule 3

Oakland Enterprise Zone Targeted Employment Area

OAKLAND ENTERISE ZONE TARGETED EMPLOYMENT AREA
Census Tract Map



CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
1ST	ST		750	1149	B	94607	4020.00
1ST	AV		1400	1599	B	94606	4053.00
1ST	AV		800	1399	B	94606	4060.00
1ST AVENUE	PL		1420	1448	B	94606	4053.00
2ND	ST		636	899	B	94607	4020.00
2ND	ST		250	635	B	94607	4032.00
2ND	ST		1	249	B	94607	4033.00
2ND	AV		1400	1699	B	94606	4053.00
2ND	AV		800	1399	B	94606	4060.00
3RD	ST		1150	1699	B	94607	4019.00
3RD	ST		650	1149	B	94607	4020.00
3RD	ST		250	649	B	94607	4032.00
3RD	ST		1	249	B	94607	4033.00
3RD	AV		1400	1999	B	94606	4053.00
3RD	AV		1100	1235	B	94606	4060.00
4TH	ST		650	899	B	94607	4020.00
4TH	ST		250	649	B	94607	4032.00
4TH	ST		1	249	B	94607	4033.00
4TH	AV		1400	1799	B	94606	4053.00
5TH	ST		1150	1999	B	94607	4019.00
5TH	ST		650	1149	B	94607	4020.00
5TH	ST		250	649	B	94607	4032.00
5TH	ST		1	249	B	94607	4033.00
5TH	AV		1401	1899	O	94606	4053.00
5TH	AV		1400	1698	E	94606	4054.00
5TH	AV		1700	1999	B	94606	4054.00
5TH	AV		2000	2299	B	94606	4055.00
5TH	AV		1	1399	B	94606	4060.00
6TH	ST		650	899	B	94607	4026.00
6TH	ST		250	449	B	94607	4030.00
6TH	ST		450	649	B	94607	4031.00
6TH	ST		1	249	B	94607	4033.00
6TH	AV		1400	1999	B	94606	4054.00
6TH	AV		1	1399	B	94606	4060.00
7TH	ST		1750	2998	E	94607	4017.00
7TH	ST		1600	1748	E	94607	4018.00
7TH	ST		1151	2999	O	94607	4019.00
7TH	ST		1350	1598	E	94607	4022.00
7TH	ST		900	1149	B	94607	4025.00
7TH	ST		250	449	B	94607	4030.00
7TH	ST		450	649	B	94607	4031.00
7TH	ST		1	249	B	94607	4033.00
7TH	AV		1400	1999	B	94606	4054.00
7TH	AV		2000	2399	B	94606	4055.00
7TH	AV		2401	2699	O	94606	4055.00
7TH	AV		2400	2698	E	94606	4056.00
7TH	AV		700	1399	B	94606	4060.00
7TH	ST	EAST	2100	2299	B	94606	4060.00
7TH	ST	EAST	2300	2699	B	94601	4060.00
7TH	ST	EAST	2700	3699	B	94601	4061.00
8TH	ST		1751	1899	B	94607	4017.00

FOR INFORMATIONAL PURPOSES ONLY
TO VERIFY AN ADDRESS, PLEASE CALL (510) 238-7794

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
8TH	ST		1600	1750	B	94607	4018.00
8TH	ST		1150	1349	B	94607	4021.00
8TH	ST		1350	1599	B	94607	4022.00
8TH	ST		900	1149	B	94607	4025.00
8TH	ST		650	899	B	94607	4026.00
8TH	ST		250	449	B	94607	4030.00
8TH	ST		450	649	B	94607	4031.00
8TH	ST		1	249	B	94607	4033.00
8TH	AV		1400	1999	B	94606	4054.00
8TH	AV		2000	2399	B	94606	4055.00
8TH	AV		2400	2799	B	94606	4056.00
8TH	AV		2800	2999	B	94610	4056.00
8TH	AV		1	1399	B	94606	4060.00
8TH	ST	EAST	200	1399	B	94606	4060.00
8TH	ST	EAST	2700	4299	B	94601	4061.00
8TH	ST	EAST	5000	5399	B	94601	4073.00
9TH	ST		1750	1999	B	94607	4017.00
9TH	ST		1700	1749	B	94607	4018.00
9TH	ST		1400	1599	B	94607	4022.00
9TH	ST		650	749	B	94607	4026.00
9TH	ST		250	449	B	94607	4030.00
9TH	ST		450	649	B	94607	4031.00
9TH	AV		1400	1999	B	94606	4054.00
9TH	AV		2000	2399	B	94606	4055.00
9TH	AV		2400	2790	B	94606	4056.00
9TH	ST	EAST	2300	3699	B	94601	4061.00
10TH	ST		1750	1999	B	94607	4017.00
10TH	ST		2680	2680	E	94607	4017.00
10TH	ST		2689	2689	O	94607	4017.00
10TH	ST		1600	1749	B	94607	4018.00
10TH	ST		1150	1399	B	94607	4021.00
10TH	ST		1400	1499	B	94607	4022.00
10TH	ST		900	1149	B	94607	4025.00
10TH	ST		650	899	B	94607	4026.00
10TH	ST		250	349	B	94607	4030.00
10TH	ST		450	649	B	94607	4031.00
10TH	ST		1	249	B	94607	4033.00
10TH	ST	EAST	1	99	B	94606	4033.00
10TH	AV		1400	1999	B	94606	4054.00
10TH	AV		2000	2399	B	94606	4055.00
10TH	AV		2400	2799	B	94606	4056.00
10TH	AV		1000	1399	B	94606	4060.00
10TH	ST	EAST	100	999	B	94606	4060.00
10TH	ST	EAST	2300	3199	B	94601	4061.00
10TH	ST	EAST	5000	5399	B	94601	4073.00
11TH	ST		1750	1999	B	94607	4017.00
11TH	ST		2670	2676	B	94607	4017.00
11TH	ST		1600	1749	B	94607	4018.00
11TH	ST		1400	1499	B	94607	4022.00
11TH	ST		650	899	B	94607	4026.00
11TH	ST		250	449	B	94607	4030.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
11TH	ST		450	649	B	94607	4031.00
11TH	ST		1	249	B	94607	4033.00
11TH	AV		1400	1999	B	94606	4054.00
11TH	AV		2000	2399	B	94606	4055.00
11TH	AV		2400	2799	B	94606	4056.00
11TH	AV		2800	3199	B	94610	4056.00
11TH	AV		1000	1399	B	94606	4060.00
11TH	ST	EAST	100	199	B	94606	4060.00
11TH	ST	EAST	2200	2799	B	94606	4061.00
12TH	ST		1750	1999	B	94607	4017.00
12TH	ST		1600	1749	B	94607	4018.00
12TH	ST		1151	1399	O	94607	4021.00
12TH	ST		1400	1599	B	94607	4022.00
12TH	ST		1150	1398	E	94607	4023.00
12TH	ST		900	1149	B	94607	4025.00
12TH	ST		650	899	B	94607	4026.00
12TH	ST		250	449	B	94607	4030.00
12TH	ST		450	649	B	94607	4031.00
12TH	ST		1	249	B	94607	4033.00
12TH	ST	EAST	2	98	E	94606	4053.00
12TH	AV		1400	1999	B	94606	4054.00
12TH	AV		2000	2799	B	94606	4055.00
12TH	AV		1000	1399	B	94606	4060.00
12TH	ST	EAST	100	298	E	94606	4060.00
12TH	ST	EAST	101	299	O	94606	4060.00
12TH	ST	EAST	300	2299	B	94606	4060.00
12TH	ST	EAST	2300	4299	B	94601	4061.00
12TH	ST	EAST	4300	5499	B	94601	4073.00
12TH ST	PL	EAST	4300	4399	B	94601	4073.00
13TH	ST		1750	1999	B	94607	4017.00
13TH	ST		1600	1749	B	94607	4018.00
13TH	ST		1400	1599	B	94607	4022.00
13TH	ST		1300	1399	B	94607	4023.00
13TH	ST		650	799	B	94612	4026.00
13TH	ST		800	899	B	94607	4026.00
13TH	ST		250	406	E	94612	4030.00
13TH	ST		251	449	O	94612	4030.00
13TH	ST		408	408	E	94612	4030.00
13TH	ST		410	448	E	94612	4030.00
13TH	ST		450	649	B	94612	4031.00
13TH	ST		1	249	B	94612	4034.00
13TH	AV		1401	1999	O	94606	4054.00
13TH	AV		2001	2399	O	94606	4055.00
13TH	AV		2401	2799	O	94606	4056.00
13TH	AV		2801	3499	O	94610	4056.00
13TH	AV		2700	2798	E	94606	4057.00
13TH	AV		2200	2698	E	94606	4058.00
13TH	AV		1400	2198	E	94606	4059.00
13TH	AV		1100	1399	B	94606	4060.00
13TH	ST	EAST	3100	3199	B	94601	4061.00
14TH	ST		1600	2998	E	94607	4017.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
14TH	ST		1751	2999	O	94607	4017.00
14TH	ST		1601	1749	O	94607	4018.00
14TH	ST		1400	1599	B	94607	4022.00
14TH	ST		1150	1399	B	94607	4023.00
14TH	ST		900	1148	E	94607	4024.00
14TH	ST		901	1149	O	94607	4025.00
14TH	ST		651	799	O	94612	4026.00
14TH	ST		801	899	O	94607	4026.00
14TH	ST		650	798	E	94612	4027.00
14TH	ST		800	898	E	94607	4027.00
14TH	ST		450	598	E	94612	4028.00
14TH	ST		250	448	E	94612	4029.00
14TH	ST		251	449	O	94612	4030.00
14TH	ST		451	649	O	94612	4031.00
14TH	ST		600	648	E	94612	4031.00
14TH	ST		1	249	B	94612	4034.00
14TH	ST	EAST	100	498	E	94606	4053.00
14TH	ST	EAST	500	1298	E	94606	4054.00
14TH	AV		2701	2999	O	94606	4057.00
14TH	AV		2900	2998	E	94606	4057.00
14TH	AV		3000	3299	B	94602	4057.00
14TH	AV		3300	3399	B	94602	4057.00
14TH	AV		2200	2699	B	94606	4058.00
14TH	AV		2700	2898	E	94606	4058.00
14TH	AV		1400	2199	B	94606	4059.00
14TH	ST	EAST	1300	2298	E	94606	4059.00
14TH	AV		1100	1399	B	94606	4060.00
14TH	ST	EAST	101	2299	O	94606	4060.00
14TH	ST	EAST	2301	4299	O	94601	4061.00
14TH	ST	EAST	2300	3198	E	94601	4062.00
14TH	ST	EAST	3200	4298	E	94601	4072.00
14TH	ST	EAST	4301	5499	O	94601	4073.00
14TH	ST	EAST	5501	5899	O	94621	4073.00
14TH	ST	EAST	4300	5498	E	94601	4074.00
14TH	ST	EAST	5500	5898	E	94621	4075.00
14TH	ST	EAST	7300	8198	E	94621	4085.00
14TH	ST	EAST	6650	7298	E	94621	4086.00
14TH	ST	EAST	5900	6648	E	94621	4087.00
14TH	ST	EAST	5901	7299	O	94621	4088.00
14TH	ST	EAST	7301	8199	O	94621	4089.00
14TH	ST	EAST	9801	10699	O	94603	4093.00
14TH	ST	EAST	8901	8999	O	94621	4094.00
14TH	ST	EAST	9001	9799	O	94603	4094.00
14TH	ST	EAST	8201	8899	O	94621	4095.00
14TH	ST	EAST	8200	8998	E	94621	4096.00
14TH	ST	EAST	9000	9398	E	94603	4096.00
14TH	ST	EAST	9400	9998	E	94603	4103.00
14TH	ST	EAST	10000	10998	E	94603	4104.00
15TH	ST		1600	1999	B	94607	4017.00
15TH	ST		1400	1599	B	94607	4022.00
15TH	ST		650	699	B	94612	4027.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
15TH	ST		700	799	B	94612	4027.00
15TH	ST		800	899	B	94607	4027.00
15TH	ST		450	649	B	94612	4028.00
15TH	ST		300	449	B	94612	4029.00
15TH	ST		100	199	B	94612	4034.00
15TH	ST	EAST	100	499	B	94606	4053.00
15TH	ST	EAST	500	1299	B	94606	4054.00
15TH	AV		1400	1899	B	94606	4059.00
15TH	ST	EAST	1300	2299	B	94606	4059.00
15TH	AV		1100	1399	B	94606	4060.00
15TH	ST	EAST	2300	2699	B	94601	4062.00
15TH	ST	EAST	3000	3199	B	94601	4062.00
15TH	ST	EAST	3500	3599	B	94601	4072.00
15TH	ST	EAST	4000	4199	B	94601	4072.00
15TH	ST	EAST	5500	5899	B	94621	4075.00
16TH	ST		1600	1999	B	94607	4017.00
16TH	ST		1400	1599	B	94607	4022.00
16TH	ST		1150	1399	B	94607	4023.00
16TH	ST		900	1149	B	94607	4024.00
16TH	ST		650	799	B	94612	4027.00
16TH	ST		800	899	B	94607	4027.00
16TH	ST		500	649	B	94612	4028.00
16TH	ST	EAST	100	199	B	94606	4053.00
16TH	AV		1400	2099	B	94606	4059.00
16TH	AV		1100	1399	B	94606	4060.00
16TH	ST	EAST	2300	3099	B	94601	4062.00
16TH	ST	EAST	3200	3399	B	94601	4072.00
16TH	ST	EAST	3500	3699	B	94601	4072.00
16TH	ST	EAST	4000	4199	B	94601	4072.00
16TH	ST	EAST	5500	5899	B	94621	4075.00
16TH	ST	EAST	5900	6399	B	94621	4087.00
17TH	ST		1600	1799	B	94607	4017.00
17TH	ST		1400	1599	B	94607	4022.00
17TH	ST		1300	1399	B	94607	4023.00
17TH	ST		650	799	B	94612	4027.00
17TH	ST		800	899	B	94607	4027.00
17TH	ST		450	649	B	94612	4028.00
17TH	ST		250	449	B	94612	4029.00
17TH	ST		100	249	B	94612	4034.00
17TH	ST	EAST	300	499	B	94606	4053.00
17TH	ST	EAST	500	1299	B	94606	4054.00
17TH	AV		2200	2399	B	94606	4058.00
17TH	AV		1400	1599	B	94606	4059.00
17TH	AV		1900	2199	B	94606	4059.00
17TH	ST	EAST	1300	1599	B	94606	4059.00
17TH	ST	EAST	1800	2299	B	94606	4059.00
17TH	AV		1100	1399	B	94606	4060.00
17TH	ST	EAST	2300	2399	B	94601	4062.00
17TH	ST	EAST	2700	3099	B	94601	4062.00
17TH	ST	EAST	3200	3499	B	94601	4072.00
17TH	ST	EAST	4000	4299	B	94601	4072.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
17TH	ST	EAST	5500	5899	B	94621	4075.00
17TH	ST	EAST	5900	6399	B	94621	4087.00
18TH	ST		1600	1799	B	94607	4017.00
18TH	ST		1400	1599	B	94607	4022.00
18TH	ST		1150	1399	B	94607	4023.00
18TH	ST		900	1149	B	94607	4024.00
18TH	ST		650	799	B	94612	4027.00
18TH	ST		800	899	B	94607	4027.00
18TH	ST		500	649	B	94612	4028.00
18TH	ST	EAST	200	499	B	94606	4053.00
18TH	ST	EAST	500	1299	B	94606	4054.00
18TH	AV		1400	2099	B	94606	4059.00
18TH	ST	EAST	1300	1399	B	94606	4059.00
18TH	AV		1100	1399	B	94606	4060.00
18TH	ST	EAST	2900	3099	B	94601	4062.00
18TH	ST	EAST	3400	4199	B	94601	4072.00
19TH	ST		1400	1599	B	94607	4022.00
19TH	ST		1150	1399	B	94607	4023.00
19TH	ST		650	799	B	94612	4027.00
19TH	ST		800	899	B	94607	4027.00
19TH	ST		450	649	B	94612	4028.00
19TH	ST		251	449	O	94612	4029.00
19TH	ST		300	448	E	94612	4029.00
19TH	ST		150	298	E	94612	4034.00
19TH	ST		151	249	O	94612	4034.00
19TH	ST	EAST	300	399	B	94606	4053.00
19TH	ST	EAST	401	499	O	94606	4053.00
19TH	ST	EAST	400	798	E	94606	4054.00
19TH	ST	EAST	501	799	O	94606	4054.00
19TH	ST	EAST	800	1299	B	94606	4054.00
19TH	AV		2700	2899	B	94606	4057.00
19TH	AV		2200	2699	B	94606	4058.00
19TH	AV		1400	2199	B	94606	4059.00
19TH	ST	EAST	1300	2299	B	94606	4059.00
19TH	AV		1000	1399	B	94606	4060.00
19TH	ST	EAST	2300	2399	B	94601	4062.00
19TH	ST	EAST	2900	3099	B	94601	4062.00
20TH	ST		1600	1899	B	94607	4017.00
20TH	ST		1400	1599	B	94607	4022.00
20TH	ST		1350	1399	B	94607	4023.00
20TH	ST		650	799	B	94612	4027.00
20TH	ST		800	899	B	94607	4027.00
20TH	ST		450	649	B	94612	4028.00
20TH	ST		200	449	B	94612	4029.00
20TH	ST	EAST	401	1299	O	94606	4054.00
20TH	ST	EAST	400	1298	E	94606	4055.00
20TH	AV		1400	2099	B	94606	4059.00
20TH	ST	EAST	1300	2299	B	94606	4059.00
20TH	AV		1100	1399	B	94606	4060.00
20TH	ST	EAST	2300	2799	B	94601	4062.00
21ST	ST		1150	1399	B	94607	4023.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
21ST	ST		900	1149	B	94607	4024.00
21ST	ST		650	799	B	94612	4027.00
21ST	ST		800	899	B	94607	4027.00
21ST	ST		450	649	B	94612	4028.00
21ST	ST		200	449	B	94612	4029.00
21ST	ST	EAST	400	1299	B	94606	4055.00
21ST	AV		2700	2999	B	94606	4057.00
21ST	AV		2200	2699	B	94606	4058.00
21ST	AV		1400	2199	B	94606	4059.00
21ST	ST	EAST	1300	2299	B	94606	4059.00
21ST	AV		1100	1399	B	94606	4060.00
21ST	ST	EAST	2300	2899	B	94601	4062.00
22ND	ST		650	799	B	94612	4027.00
22ND	ST		800	899	B	94607	4027.00
22ND	ST		450	649	B	94612	4028.00
22ND	ST		200	449	B	94612	4029.00
22ND	ST	EAST	400	1299	B	94606	4055.00
22ND	AV		2700	2999	B	94606	4057.00
22ND	AV		3000	3199	B	94602	4057.00
22ND	AV		2600	2699	B	94606	4058.00
22ND	ST	EAST	1300	2298	E	94606	4058.00
22ND	AV		1400	2099	B	94606	4059.00
22ND	ST	EAST	1301	2299	O	94606	4059.00
22ND	AV		900	1399	B	94606	4060.00
22ND	ST	EAST	2301	3099	O	94601	4062.00
22ND	ST	EAST	2300	3098	E	94601	4063.00
22ND	ST	EAST	3300	3399	B	94601	4065.00
23RD	ST		400	649	B	94612	4013.00
23RD	ST		650	699	B	94612	4014.00
23RD	ST		700	799	B	94612	4016.00
23RD	ST		200	399	B	94612	4035.00
23RD	ST	EAST	500	1299	B	94606	4055.00
23RD	AV		2701	2999	O	94606	4057.00
23RD	AV		3001	3099	O	94602	4057.00
23RD	AV		2201	2699	O	94606	4058.00
23RD	ST	EAST	1300	2299	B	94606	4058.00
23RD	AV		1401	1599	O	94606	4059.00
23RD	AV		1601	2199	O	94606	4059.00
23RD	AV		101	1399	O	94606	4060.00
23RD	AV		100	1398	E	94606	4061.00
23RD	AV		1400	1598	E	94601	4062.00
23RD	AV		1600	2198	E	94606	4062.00
23RD	AV		2200	2698	E	94606	4063.00
23RD	ST	EAST	2300	3199	B	94601	4063.00
23RD	AV		2700	2998	E	94606	4064.00
23RD	AV		3000	3098	E	94602	4064.00
23RD	ST	EAST	3200	3399	B	94601	4065.00
23RD AVENUE	PL		1100	1299	B	94606	4060.00
24TH	ST		400	599	B	94612	4013.00
24TH	ST		600	799	B	94612	4014.00
24TH	ST		900	1599	B	94607	4016.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
24TH	ST		1600	1799	B	94607	4017.00
24TH	ST		200	399	B	94612	4035.00
24TH	ST	EAST	701	1299	O	94606	4055.00
24TH	ST	EAST	700	1298	E	94606	4056.00
24TH	ST	EAST	1300	2299	B	94606	4058.00
24TH	AV		1400	2199	B	94601	4062.00
24TH	AV		2200	2599	B	94601	4063.00
24TH	ST	EAST	2300	2599	B	94601	4063.00
25TH	ST		400	599	B	94612	4013.00
25TH	ST		600	799	B	94612	4014.00
25TH	ST	EAST	1300	2299	B	94606	4058.00
25TH	AV		1000	1399	B	94601	4061.00
25TH	AV		1400	2199	B	94601	4062.00
25TH	AV		2200	2699	B	94601	4063.00
25TH	ST	EAST	2600	2699	B	94601	4063.00
25TH	AV		2700	2899	B	94601	4064.00
25TH STREET	WY	EAST	1400	1499	B	94606	4058.00
26TH	ST		400	499	B	94612	4013.00
26TH	ST		600	899	B	94612	4014.00
26TH	ST		900	1599	B	94607	4016.00
26TH	ST		1600	1899	B	94607	4017.00
26TH	ST		300	399	B	94612	4035.00
26TH	ST	EAST	1300	2199	B	94606	4058.00
26TH	AV		800	1399	B	94601	4061.00
26TH	AV		1500	2149	B	94601	4062.00
26TH	AV		2300	2699	B	94601	4063.00
26TH	ST	EAST	2300	2499	B	94601	4063.00
26TH	AV		2700	2899	B	94601	4064.00
26TH STREET	WY	EAST	1400	1499	B	94606	4058.00
27TH	ST		400	599	B	94612	4013.00
27TH	ST		600	799	B	94612	4014.00
27TH	ST		800	849	B	94607	4014.00
27TH	ST		850	899	B	94607	4016.00
27TH	ST		200	399	B	94612	4035.00
27TH	ST	EAST	1300	1398	E	94606	4057.00
27TH	ST	EAST	1900	2298	E	94606	4057.00
27TH	ST	EAST	1301	1399	O	94606	4058.00
27TH	ST	EAST	1901	2299	O	94606	4058.00
27TH	AV		800	1199	B	94601	4061.00
27TH	AV		1400	2199	B	94601	4062.00
27TH	AV		2200	2499	B	94601	4063.00
27TH	ST	EAST	2301	3099	O	94601	4063.00
27TH	ST	EAST	2300	3098	E	94601	4064.00
27TH	ST	EAST	3100	3299	B	94601	4065.00
28TH	ST		300	599	B	94609	4013.00
28TH	ST		600	799	B	94609	4014.00
28TH	ST		800	849	B	94608	4014.00
28TH	ST		850	1598	E	94608	4015.00
28TH	ST		851	1599	O	94608	4016.00
28TH	ST		1600	1799	B	94608	4017.00
28TH	ST		200	299	B	94611	4035.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
28TH	ST		800	1299	B	94610	4056.00
28TH	ST	EAST	1300	1399	B	94606	4057.00
28TH	ST	EAST	1900	2299	B	94606	4057.00
28TH	AV		1400	1999	B	94601	4062.00
28TH	ST	EAST	2400	2599	B	94601	4064.00
29TH	ST		300	599	B	94609	4013.00
29TH	ST		600	799	B	94609	4014.00
29TH	ST		800	899	B	94608	4014.00
29TH	ST		200	299	B	94611	4035.00
29TH	ST	EAST	1900	2299	B	94606	4057.00
29TH	AV		101	335	O	94606	4060.00
29TH	AV		100	1398	E	94601	4061.00
29TH	AV		337	1399	O	94601	4061.00
29TH	AV		1400	1699	B	94601	4062.00
29TH	ST	EAST	2300	2499	B	94606	4064.00
29TH	ST	EAST	2500	2599	B	94602	4064.00
29TH	ST	EAST	2900	3099	B	94601	4065.00
30TH	ST		300	599	B	94609	4013.00
30TH	ST		600	899	B	94609	4014.00
30TH	ST		900	1399	B	94608	4015.00
30TH	ST		200	299	B	94611	4035.00
30TH	ST	EAST	1900	2299	B	94606	4057.00
30TH	AV		1200	1399	B	94601	4061.00
30TH	ST	EAST	2300	2399	B	94606	4064.00
31ST	ST		500	599	B	94609	4013.00
31ST	ST		600	799	B	94609	4014.00
31ST	ST		800	899	B	94608	4014.00
31ST	ST	EAST	1300	2299	B	94602	4057.00
31ST	AV		1200	1399	B	94601	4061.00
31ST	AV		1400	1499	B	94601	4062.00
32ND	ST		500	599	B	94609	4013.00
32ND	ST		600	799	B	94609	4014.00
32ND	ST		800	949	B	94608	4014.00
32ND	ST		950	1399	B	94608	4015.00
32ND	ST		1400	1899	B	94608	4017.00
32ND	ST	EAST	1300	2299	B	94602	4057.00
33RD	ST		500	599	B	94609	4013.00
33RD	ST		600	799	B	94609	4014.00
33RD	ST		800	999	B	94608	4014.00
33RD	ST	EAST	1000	1299	B	94610	4056.00
33RD	ST	EAST	1300	1599	B	94602	4057.00
33RD	ST	EAST	1601	2299	O	94602	4057.00
33RD	AV		800	1399	B	94601	4061.00
33RD	AV		1400	1999	B	94601	4072.00
34TH	ST		300	599	B	94609	4013.00
34TH	ST		600	799	B	94609	4014.00
34TH	ST		800	999	B	94608	4014.00
34TH	ST		1000	1299	B	94608	4015.00
34TH	ST		1300	1899	B	94608	4017.00
34TH	ST	EAST	1200	1299	B	94610	4056.00
34TH	ST	EAST	1300	1399	B	94602	4057.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
34TH	AV		700	1399	B	94601	4061.00
34TH	AV		2000	2699	B	94601	4065.00
34TH	AV		1400	1999	B	94601	4072.00
35TH	ST		500	599	B	94609	4013.00
35TH	ST		600	799	B	94609	4014.00
35TH	ST		800	999	B	94608	4014.00
35TH	ST		1000	1399	B	94608	4015.00
35TH	AV		800	1399	B	94601	4061.00
35TH	AV		1901	2599	O	94601	4065.00
35TH	AV		2601	3599	O	94619	4066.00
35TH	AV		2600	3598	E	94619	4070.00
35TH	AV		1900	2598	E	94601	4071.00
35TH	AV		1400	1899	B	94601	4072.00
36TH	ST		600	798	E	94609	4010.00
36TH	ST		800	1032	B	94608	4010.00
36TH	ST		1033	1099	O	94608	4010.00
36TH	ST		350	599	B	94609	4011.00
36TH	ST		1101	1299	O	94608	4015.00
36TH	ST		1124	1124	E	94608	4015.00
36TH	AV		600	1399	B	94601	4061.00
36TH	AV		1900	2099	B	94601	4071.00
36TH	AV		1400	1899	B	94601	4072.00
37TH	ST		600	799	B	94609	4010.00
37TH	ST		800	1099	B	94608	4010.00
37TH	ST		400	599	B	94609	4011.00
37TH	AV		600	1399	B	94601	4061.00
37TH	AV		1400	1899	B	94601	4072.00
38TH	ST		423	499	B	94609	4011.00
38TH	ST		300	422	B	94609	4012.00
38TH	ST		200	299	B	94611	4040.00
38TH	AV		800	1399	B	94601	4061.00
38TH	AV		2600	3599	B	94619	4070.00
38TH	AV		1900	2599	B	94601	4071.00
38TH	AV		1400	1899	B	94601	4072.00
39TH	ST		600	799	B	94609	4010.00
39TH	ST		800	1099	B	94608	4010.00
39TH	ST		500	599	B	94609	4011.00
39TH	AV		800	1399	B	94601	4061.00
39TH	AV		2600	2799	B	94619	4070.00
39TH	AV		3300	3499	B	94619	4070.00
39TH	AV		2000	2299	B	94601	4071.00
39TH	AV		1400	1899	B	94601	4072.00
40TH	ST		600	799	B	94609	4010.00
40TH	ST		800	1099	B	94608	4010.00
40TH	ST		424	599	B	94609	4011.00
40TH	ST		300	423	B	94609	4012.00
40TH	ST		151	299	O	94611	4040.00
40TH	ST		150	298	E	94611	4041.00
40TH	AV		800	1399	B	94601	4061.00
40TH	AV		1900	2299	B	94601	4071.00
40TH	AV		1400	1899	B	94601	4072.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
40TH STREET	WY		180	299	B	94611	4041.00
41ST	ST		600	799	B	94609	4010.00
41ST	ST		800	1099	B	94608	4010.00
41ST	ST		414	599	B	94609	4011.00
41ST	ST		300	423	B	94609	4012.00
41ST	ST		1	299	B	94611	4041.00
41ST	AV		800	1399	B	94601	4061.00
41ST	AV		1900	2299	B	94601	4071.00
41ST	AV		1400	1899	B	94601	4072.00
42ND	ST		600	799	B	94609	4010.00
42ND	ST		800	1039	B	94608	4010.00
42ND	ST		425	599	B	94609	4011.00
42ND	ST		300	424	B	94609	4012.00
42ND	AV		1200	1399	B	94601	4061.00
42ND	AV		1900	2299	B	94601	4071.00
42ND	AV		1400	1899	B	94601	4072.00
43RD	ST		600	799	B	94609	4010.00
43RD	ST		800	1015	B	94608	4010.00
43RD	ST		426	599	B	94609	4011.00
43RD	ST		300	425	B	94609	4012.00
44TH	ST		600	799	B	94609	4010.00
44TH	ST		800	1015	B	94608	4010.00
44TH	ST		424	599	B	94609	4011.00
44TH	ST		300	423	B	94609	4012.00
44TH	AV		1000	1399	B	94601	4073.00
44TH	AV		1400	1599	B	94601	4074.00
45TH	ST		600	799	B	94609	4010.00
45TH	ST		800	1008	B	94608	4010.00
45TH	ST		426	599	B	94609	4011.00
45TH	ST		300	425	B	94609	4012.00
45TH	AV		700	1399	B	94601	4073.00
45TH	AV		1400	1799	B	94601	4074.00
45TH	AV		2000	2199	B	94601	4076.00
46TH	ST		600	799	B	94609	4010.00
46TH	ST		800	1006	B	94608	4010.00
46TH	ST		521	599	B	94609	4011.00
46TH	AV		400	1399	B	94601	4073.00
46TH	AV		1400	1799	B	94601	4074.00
46TH	AV		2000	2099	B	94601	4076.00
47TH	ST		600	799	B	94609	4010.00
47TH	ST		800	899	B	94608	4010.00
47TH	ST		500	599	B	94609	4011.00
47TH	AV		800	1399	B	94601	4073.00
47TH	AV		1400	1899	B	94601	4074.00
47TH	AV		1900	2399	B	94601	4076.00
48TH	ST		426	599	B	94609	4011.00
48TH	ST		400	425	B	94609	4012.00
48TH	AV		1000	1399	B	94601	4073.00
48TH	AV		1400	1899	B	94601	4074.00
48TH	AV		1900	2399	B	94601	4076.00
49TH	ST		425	599	B	94609	4011.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
49TH	ST		300	426	B	94609	4012.00
49TH	AV		800	1399	B	94601	4073.00
4TH	AV		700	1399	B	94606	4060.00
50TH	ST		400	599	B	94609	4011.00
50TH	ST		350	399	B	94609	4012.00
50TH	AV		600	1399	B	94601	4073.00
50TH	AV		1400	1799	B	94601	4074.00
50TH	AV		1900	2299	B	94601	4076.00
51ST	ST		300	498	E	94609	4003.00
51ST	ST		650	799	B	94609	4010.00
51ST	ST		800	899	B	94608	4010.00
51ST	ST		425	499	O	94609	4011.00
51ST	ST		500	649	B	94609	4011.00
51ST	ST		301	423	O	94609	4012.00
51ST	AV		800	1399	B	94601	4073.00
51ST	AV		1400	1899	B	94601	4074.00
51ST	AV		1900	2199	B	94601	4076.00
52ND	ST		500	648	E	94609	4003.00
52ND	ST		650	698	E	94609	4006.00
52ND	ST		700	798	E	94609	4007.00
52ND	ST		800	998	E	94608	4007.00
52ND	ST		651	799	O	94609	4010.00
52ND	ST		801	999	O	94608	4010.00
52ND	ST		501	649	O	94609	4011.00
52ND	AV		800	1399	B	94601	4073.00
52ND	AV		1400	1699	B	94601	4074.00
53RD	ST		500	599	B	94609	4003.00
53RD	ST		600	699	B	94609	4006.00
53RD	ST		700	799	B	94609	4007.00
53RD	ST		800	949	B	94608	4007.00
53RD	ST		950	1099	B	94608	4009.00
53RD	ST		1100	1190	E	94608	4009.00
53RD	AV		800	1399	B	94601	4073.00
53RD	AV		1400	1699	B	94601	4074.00
54TH	ST		500	599	B	94609	4003.00
54TH	ST		600	699	B	94609	4006.00
54TH	ST		700	799	B	94609	4007.00
54TH	ST		800	949	B	94608	4007.00
54TH	ST		950	1199	B	94608	4009.00
54TH	AV		800	1399	B	94601	4073.00
54TH	AV		1400	1699	B	94601	4074.00
55TH	ST		450	549	B	94609	4003.00
55TH	ST		550	699	B	94609	4006.00
55TH	ST		700	799	B	94609	4007.00
55TH	ST		800	949	B	94608	4007.00
55TH	ST		950	1248	B	94608	4009.00
55TH	AV		1401	1699	O	94621	4074.00
55TH	AV		1400	1698	E	94621	4075.00
55TH	AV		1700	2199	B	94621	4075.00
55TH	AV		2200	2399	B	94605	4075.00
56TH	ST		400	499	B	94609	4003.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM	END NUM	SIDE OF ST	ZIP CODE	CENSUS TRACT #
56TH	ST		500	699	B	94609	4006.00
56TH	ST		700	799	B	94609	4007.00
56TH	ST		800	949	B	94608	4007.00
56TH	ST		950	1099	B	94608	4009.00
56TH	AV		1400	1599	B	94621	4075.00
57TH	ST		400	499	B	94609	4004.00
57TH	ST		500	699	B	94609	4006.00
57TH	ST		800	949	B	94608	4007.00
57TH	ST		950	1099	B	94608	4009.00
57TH	AV		1100	1399	B	94621	4073.00
57TH	AV		1400	2199	B	94621	4075.00
57TH	AV		2200	2499	B	94605	4075.00
58TH	ST		400	499	B	94609	4004.00
58TH	ST		500	699	B	94609	4006.00
58TH	ST		700	799	B	94609	4007.00
58TH	ST		800	925	B	94608	4007.00
58TH	AV		1100	1399	B	94621	4073.00
59TH	ST		400	499	B	94609	4004.00
59TH	ST		500	698	E	94609	4005.00
59TH	ST		501	699	O	94609	4006.00
59TH	ST		700	799	B	94609	4007.00
59TH	ST		800	989	B	94608	4007.00
59TH	ST		991	999	O	94608	4007.00
59TH	ST		990	998	E	94608	4008.00
59TH	ST		1000	1249	B	94608	4008.00
60TH	ST		350	399	B	94618	4004.00
60TH	ST		400	499	B	94609	4004.00
60TH	ST		500	699	B	94609	4005.00
60TH	ST		700	799	B	94609	4007.00
60TH	ST		800	949	B	94608	4007.00
60TH	ST		951	1099	B	94608	4008.00
60TH	AV		2450	3299	B	94605	4087.00
60TH	AV		1000	1399	B	94621	4088.00
61ST	ST		350	399	B	94618	4004.00
61ST	ST		400	499	B	94609	4004.00
61ST	ST		500	699	B	94609	4005.00
61ST	ST		700	799	B	94609	4007.00
61ST	ST		800	949	B	94608	4007.00
61ST	ST		950	1249	B	94608	4008.00
61ST	AV		1400	1699	B	94621	4087.00
61ST	AV		2450	3299	B	94605	4087.00
61ST	AV		1000	1399	B	94621	4088.00
61ST STREET	PL		950	999	B	94608	4008.00
62ND	ST		300	399	B	94618	4004.00
62ND	ST		400	499	B	94609	4004.00
62ND	ST		500	699	B	94609	4005.00
62ND	ST		701	799	O	94609	4007.00
62ND	ST		900	949	B	94608	4007.00
62ND	ST		950	1249	B	94608	4008.00
62ND	AV		1400	2199	B	94621	4087.00
62ND	AV		2200	3299	B	94605	4087.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
62ND	AV		1000	1399	B	94621	4088.00
63RD	ST		300	399	B	94618	4004.00
63RD	ST		400	499	B	94609	4004.00
63RD	ST		500	799	B	94609	4005.00
63RD	ST		900	949	B	94608	4007.00
63RD	ST		950	1249	B	94608	4008.00
63RD	AV		2300	3299	B	94605	4087.00
63RD	AV		1300	1399	B	94621	4088.00
64TH	ST		1100	1249	B	94608	4008.00
64TH	AV		1400	2199	B	94621	4087.00
64TH	AV		2200	3099	B	94605	4087.00
64TH	AV		3101	3299	O	94605	4087.00
64TH	AV		1100	1399	B	94621	4088.00
64TH	AV		3100	3298	E	94605	4088.00
65TH	ST		400	499	B	94609	4004.00
65TH	ST		600	799	B	94609	4005.00
65TH	ST		1000	1230	B	94608	4008.00
65TH	AV		1400	2199	B	94621	4087.00
65TH	AV		2200	2699	B	94605	4087.00
65TH	AV		1100	1399	B	94621	4088.00
66TH	ST		400	499	B	94609	4004.00
66TH	ST		500	699	B	94609	4005.00
66TH	ST		1000	1199	B	94608	4008.00
66TH	AV		500	799	B	94621	4073.00
66TH	AV		1400	2199	B	94621	4087.00
66TH	AV		2200	2699	B	94605	4087.00
66TH	AV		800	1399	B	94621	4088.00
67TH	ST		1000	1247	B	94608	4008.00
67TH	AV		1400	1899	B	94621	4086.00
67TH	AV		2400	2899	B	94605	4086.00
68TH	AV		1400	1899	B	94621	4086.00
68TH	AV		2400	2999	B	94605	4086.00
69TH	AV		1400	2199	B	94621	4086.00
69TH	AV		2800	3299	B	94605	4086.00
69TH	AV		700	1399	B	94621	4088.00
70TH	AV		1400	1999	B	94621	4086.00
70TH	AV		800	1399	B	94621	4088.00
71ST	AV		1400	1799	B	94621	4086.00
71ST	AV		700	1399	B	94621	4088.00
72ND	AV		1400	1699	B	94621	4086.00
72ND	AV		800	1399	B	94621	4088.00
73RD	AV		2800	3298	E	94605	4083.00
73RD	AV		2500	2798	E	94605	4084.00
73RD	AV		1400	2198	E	94621	4085.00
73RD	AV		2200	2498	E	94605	4085.00
73RD	AV		1401	2199	O	94621	4086.00
73RD	AV		2201	2799	O	94605	4086.00
73RD	AV		901	1399	O	94621	4088.00
73RD	AV		700	798	E	94621	4089.00
73RD	AV		900	1398	E	94621	4089.00
74TH	AV		2500	2799	B	94605	4084.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
74TH	AV		1400	1899	B	94621	4085.00
74TH	AV		900	1399	B	94621	4089.00
75TH	AV		2800	3099	B	94605	4083.00
75TH	AV		2500	2799	B	94605	4084.00
75TH	AV		2400	2499	B	94605	4085.00
75TH	AV		801	1399	O	94621	4088.00
75TH	AV		700	1398	E	94621	4089.00
76TH	AV		2800	2999	B	94605	4083.00
76TH	AV		2500	2799	B	94605	4084.00
76TH	AV		1400	1599	B	94621	4085.00
76TH	AV		2400	2499	B	94605	4085.00
76TH	AV		700	1399	B	94621	4089.00
77TH	AV		2500	2799	B	94605	4084.00
77TH	AV		1400	1599	B	94621	4085.00
77TH	AV		2300	2499	B	94605	4085.00
77TH	AV		700	1399	B	94621	4089.00
78TH	AV		2500	2799	B	94605	4084.00
78TH	AV		1400	1899	B	94621	4085.00
78TH	AV		2400	2499	B	94605	4085.00
78TH	AV		1100	1399	B	94621	4089.00
79TH	AV		2500	2799	B	94605	4084.00
79TH	AV		1400	1999	B	94621	4085.00
79TH	AV		1100	1399	B	94621	4089.00
80TH	AV		2200	2599	B	94605	4084.00
80TH	AV		1400	2199	B	94621	4085.00
80TH	AV		1000	1399	B	94621	4089.00
81ST	AV		2200	2399	B	94605	4084.00
81ST	AV		1400	2199	B	94621	4085.00
81ST	AV		701	1399	O	94621	4089.00
81ST	AV		1050	1398	E	94621	4089.00
81ST	AV		700	1048	E	94621	4095.00
82ND	AV		2801	3599	O	94605	4083.00
82ND	AV		2201	2799	O	94605	4084.00
82ND	AV		1401	2199	O	94621	4085.00
82ND	AV		1051	1399	O	94621	4089.00
82ND	AV		1000	1248	E	94621	4095.00
82ND	AV		1001	1049	O	94621	4095.00
82ND	AV		1250	1398	E	94621	4095.00
82ND	AV		1400	1998	E	94621	4096.00
82ND	AV		2000	2198	E	94621	4097.00
83RD	AV		1000	1399	B	94621	4095.00
83RD	AV		1400	1999	B	94621	4096.00
83RD	AV		2000	2199	B	94621	4097.00
83RD	AV		2200	2799	B	94605	4097.00
84TH	AV		800	1399	B	94621	4095.00
84TH	AV		1400	1999	B	94621	4096.00
84TH	AV		2000	2199	B	94621	4097.00
84TH	AV		2200	2799	B	94605	4097.00
85TH	AV		500	699	B	94621	4090.00
85TH	AV		700	898	E	94621	4094.00
85TH	AV		701	899	O	94621	4095.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
85TH	AV		900	1399	B	94621	4095.00
85TH	AV		1400	1999	B	94621	4096.00
85TH	AV		2000	2199	B	94621	4097.00
85TH	AV		2200	2399	B	94605	4097.00
86TH	AV		700	899	B	94621	4094.00
86TH	AV		900	1399	B	94621	4095.00
86TH	AV		1400	1999	B	94621	4096.00
86TH	AV		2000	2199	B	94621	4097.00
86TH	AV		2200	2399	B	94605	4097.00
87TH	AV		900	1399	B	94621	4095.00
87TH	AV		1400	1999	B	94621	4096.00
87TH	AV		2000	2199	B	94621	4097.00
87TH	AV		2200	2399	B	94605	4097.00
88TH	AV		900	1399	B	94621	4095.00
88TH	AV		1400	1999	B	94621	4096.00
88TH	AV		2000	2199	B	94621	4097.00
88TH	AV		2200	2499	B	94605	4097.00
89TH	AV		900	1398	E	94621	4094.00
89TH	AV		901	1399	O	94621	4095.00
89TH	AV		1400	1999	B	94621	4096.00
89TH	AV		2000	2199	B	94621	4097.00
89TH	AV		2200	2499	B	94605	4097.00
90TH	AV		900	1399	B	94603	4094.00
90TH	AV		1400	1999	B	94603	4096.00
90TH	AV		2000	2499	B	94603	4097.00
91ST	AV		900	1399	B	94603	4094.00
92ND	AV		800	1399	B	94603	4094.00
92ND	AV		1400	1999	B	94603	4096.00
92ND	AV		2000	2499	B	94603	4097.00
93RD	AV		1200	1399	B	94603	4094.00
94TH	AV		900	1399	B	94603	4094.00
94TH	AV		1401	1999	O	94603	4096.00
94TH	AV		2001	2499	O	94603	4097.00
94TH	AV		2200	2498	E	94603	4102.00
94TH	AV		1400	2198	E	94603	4103.00
95TH	AV		1200	1399	B	94603	4094.00
96TH	AV		1200	1399	B	94603	4094.00
96TH	AV		2200	2499	B	94603	4102.00
96TH	AV		1400	2199	B	94603	4103.00
97TH	AV		1200	1399	B	94603	4094.00
98TH	AV		1	299	B	94603	4090.00
98TH	AV		301	749	O	94603	4090.00
98TH	AV		300	748	E	94603	4091.00
98TH	AV		750	898	E	94603	4093.00
98TH	AV		900	1398	E	94603	4093.00
98TH	AV		751	1399	O	94603	4094.00
98TH	AV		2200	2449	B	94603	4102.00
98TH	AV		1400	2199	B	94603	4103.00
99TH	AV		1200	1399	B	94603	4093.00
99TH	AV		2200	2449	B	94603	4102.00
99TH	AV		1400	2199	E	94603	4103.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIRECTION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
99TH AVENUE	CT		9900	9999	B	94603	4093.00
100TH	AV		700	1399	B	94603	4093.00
100TH	AV		2200	2499	B	94603	4102.00
100TH	AV		1401	2199	O	94603	4103.00
100TH	AV		1400	2198	E	94603	4104.00
101ST	AV		1000	1399	B	94603	4093.00
101ST	AV		1400	2199	B	94603	4104.00
102ND	AV		1000	1399	B	94603	4093.00
102ND	AV		1400	2199	B	94603	4104.00
103RD	AV		1000	1399	B	94603	4093.00
103RD	AV		2200	2499	B	94603	4102.00
103RD	AV		1400	2199	B	94603	4104.00
104TH	AV		1000	1399	B	94603	4093.00
104TH	AV		1400	2199	B	94603	4104.00
105TH	AV		100	749	B	94603	4092.00
105TH	AV		750	1399	B	94603	4093.00
105TH	AV		1400	2199	B	94603	4104.00
106TH	AV		700	1399	B	94603	4093.00
106TH	AV		2200	2599	B	94603	4102.00
106TH	AV		1800	2199	B	94603	4104.00
107TH	AV		700	1399	B	94603	4093.00
107TH	AV		2200	2599	B	94603	4102.00
107TH	AV		1800	2199	B	94603	4104.00
108TH	AV		2200	2599	B	94603	4102.00
108TH	AV		1800	2199	B	94603	4104.00
109TH	AV		2200	2599	B	94603	4102.00
109TH	AV		1800	2199	B	94603	4104.00
A	ST		9800	10099	B	94603	4093.00
A	ST		8900	9799	B	94621	4094.00
A	ST		8200	8899	B	94621	4095.00
ABBEY	ST		2600	2999	B	94619	4070.00
ACALANES	DR		10500	11199	B	94603	4092.00
ACTON	PL		200	299	B	94606	4053.00
ADA	ST		200	299	B	94618	4003.00
ADELINE	ST		5200	5304	E	94608	4007.00
ADELINE	ST		5306	6199	B	94608	4007.00
ADELINE	ST		5301	5305	O	94608	4009.00
ADELINE	ST		2800	3603	B	94608	4015.00
ADELINE	ST		2200	2799	B	94607	4016.00
ADELINE	ST		1	499	O	94607	4019.00
ADELINE	ST		2	498	E	94607	4020.00
ADELINE	ST		501	1199	O	94607	4021.00
ADELINE	ST		1201	1399	O	94607	4023.00
ADELINE	ST		1401	2199	O	94607	4023.00
ADELINE	ST		1400	2198	E	94607	4024.00
ADELINE	ST		500	1198	E	94607	4025.00
ADELINE	ST		1200	1398	E	94607	4025.00
AGUA VISTA	ST		3800	4299	B	94601	4071.00
AILEEN	ST		500	699	B	94609	4006.00
AILEEN	ST		700	949	B	94609	4007.00
AILEEN	ST		950	1099	B	94608	4009.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
ALAMEDA	AV		3200	4299	B	94601	4061.00
ALAMEDA	AV		4300	4499	B	94601	4073.00
ALCATRAZ	AV		300	399	B	94618	4004.00
ALCATRAZ	AV		400	499	B	94609	4004.00
ALCATRAZ	AV		500	799	B	94609	4005.00
ALCATRAZ	AV		1000	1099	B	94608	4008.00
ALDER	ST		7800	7999	B	94621	4085.00
ALEXANDER	CT		3400	3499	B	94601	4065.00
ALICE	ST		1401	1899	O	94612	4029.00
ALICE	ST		501	1199	O	94607	4030.00
ALICE	ST		1201	1399	O	94612	4030.00
ALICE	ST		1	499	O	94607	4032.00
ALICE	ST		2	1198	E	94607	4033.00
ALICE	ST		1200	1898	E	94612	4034.00
ALICIA	ST		2700	2799	B	94607	4016.00
ALLENDALE	AV		3500	4199	B	94619	4070.00
ALLENDALE	AV		4200	4899	B	94619	4076.00
ALMANZA	DR		400	699	B	94603	4092.00
ALTAMONT	AV		3900	4199	B	94605	4083.00
ALVIN	RD		4600	4799	B	94601	4073.00
AMELIA	ST		8500	8599	B	94621	4094.00
AMELIA	ST		8300	8499	B	94621	4095.00
ANDOVER	ST		3400	3499	B	94609	4013.00
ANGELO	AV		3700	3999	B	94619	4070.00
APGAR	ST		600	799	B	94609	4010.00
APGAR	ST		800	1099	B	94608	4010.00
APGAR	ST		500	599	B	94609	4011.00
APPLE	ST		700	899	B	94603	4093.00
APRICOT	ST		10700	11099	B	94603	4093.00
ARCHMONT	PL		3900	4099	B	94605	4083.00
ARDLEY	AV		3101	3399	O	94602	4057.00
ARDLEY	AV		3100	3398	E	94602	4064.00
ARKANSAS	ST		3200	3499	B	94602	4066.00
ARLINGTON	AV		800	949	B	94608	4007.00
ARLINGTON	AV		950	1049	B	94608	4009.00
ARROYUELO	AV		4200	4299	B	94611	4041.00
ARTHUR	ST		7300	7899	B	94605	4085.00
ARTHUR	ST		6650	7299	B	94605	4086.00
ARTHUR	ST		6400	6649	B	94605	4087.00
ASH	ST		7800	7899	B	94621	4085.00
ASHBROOK	CT		2900	3199	B	94601	4063.00
ASHTON	AV		100	499	B	94603	4090.00
ATHENS	AV		800	899	B	94607	4016.00
ATHERTON	ST		8000	8099	B	94605	4084.00
ATHOL	AV		100	299	B	94606	4053.00
ATLANTIC	ST		1600	1899	B	94607	4019.00
ATWELL	AV		2800	2899	B	94601	4065.00
AUSEON	AV		1400	1999	B	94621	4096.00
AUSEON	AV		2000	2199	B	94621	4097.00
AUSEON	AV		2200	2399	B	94605	4097.00
AUSTIN	ST		2000	2099	B	94601	4062.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
AVENAL	AV		5700	5899	B	94605	4075.00
AVENAL	AV		6650	6899	B	94605	4086.00
AVENAL	AV		5900	6649	B	94605	4087.00
AVON	ST		400	499	B	94618	4003.00
AYALA	AV		5700	5999	B	94609	4004.00
B	ST		8000	8099	B	94621	4089.00
B	ST		9800	9999	B	94603	4093.00
B	ST		8900	8999	B	94621	4094.00
B	ST		9000	9799	B	94603	4094.00
B	ST		8300	8899	B	94621	4095.00
BAKER	ST		6000	6399	B	94608	4008.00
BALDWIN	ST		7700	8499	B	94621	4090.00
BANCROFT	AV		4200	4299	B	94601	4072.00
BANCROFT	AV		4300	5399	B	94601	4074.00
BANCROFT	WY		4600	4799	B	94601	4074.00
BANCROFT	AV		5400	5499	B	94601	4075.00
BANCROFT	AV		5500	5899	B	94605	4075.00
BANCROFT	AV		7300	8198	E	94605	4084.00
BANCROFT	AV		7301	8199	O	94605	4085.00
BANCROFT	AV		6650	7299	B	94605	4086.00
BANCROFT	AV		5900	6649	B	94605	4087.00
BANCROFT	AV		8200	8999	B	94605	4097.00
BANCROFT	AV		9000	9399	B	94603	4097.00
BANCROFT	AV		9400	10998	E	94603	4102.00
BANCROFT	AV		9401	9999	O	94603	4103.00
BANCROFT	AV		10001	10999	O	94603	4104.00
BARRY	PL		2700	2799	B	94601	4064.00
BARTLETT	ST		2300	2599	B	94601	4065.00
BARTLETT	ST		2600	3099	B	94602	4066.00
BAXTER	ST		2100	2299	B	94601	4071.00
BAY	ST		400	699	B	94607	4019.00
BAY	PL		216	298	E	94612	4035.00
BAY	PL		100	214	E	94610	4037.00
BAY	PL		101	299	O	94610	4037.00
BAY VIEW	AV		900	1299	B	94610	4056.00
BAYO VISTA	AV		50	199	B	94611	4040.00
BEACH	ST		1552	1552	E	94608	4017.00
BEACHY	ST		100	199	B	94614	4090.00
BEATIE	ST		700	799	B	94606	4056.00
BEAUMONT	AV		3100	3399	B	94602	4057.00
BELLA VISTA	AV		900	1199	B	94610	4056.00
BELLAIRE	PL		2700	2899	B	94601	4064.00
BELLE	ST		1500	1999	B	94607	4019.00
BELLEVUE	AV		600	699	B	94610	4034.00
BELLEVUE	AV		400	599	B	94610	4037.00
BELMONT	ST		300	399	B	94610	4037.00
BELVEDERE	ST		5200	5399	B	94601	4076.00
BENVENUE	AV		6400	6699	B	94618	4004.00
BERGEDO	DR		100	799	B	94603	4092.00
BERLIN	WY		3000	3199	B	94602	4066.00
BERNHARDT	DR		9800	10099	B	94603	4091.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM	END NUM	SIDE OF ST	ZIP CODE	CENSUS TRACT #
BEVERLY	AV		10500	10999	B	94603	4104.00
BIRCH	ST		8000	8199	B	94621	4085.00
BIRCH	ST		8200	8999	B	94621	4096.00
BIRCH	ST		9000	9399	B	94603	4096.00
BIRCH	ST		9400	9999	B	94603	4103.00
BIRCH	ST		10000	10499	B	94603	4104.00
BIRD	RD		4600	4799	B	94601	4073.00
BIRDSALL	AV		3200	3499	B	94619	4078.00
BLAINE	ST		8500	8599	B	94621	4094.00
BLENHEIM	ST		700	999	B	94603	4093.00
BLOSSOM	ST		2800	3199	B	94601	4063.00
BOEHMER	ST		3600	3699	B	94601	4061.00
BONA	ST		2700	2899	B	94601	4064.00
BONA	ST		2900	3399	B	94601	4065.00
BOND	ST		4300	4899	B	94601	4074.00
BOOKER	ST		2500	2599	B	94606	4056.00
BOSTON	AV		3100	3499	B	94602	4066.00
BOYD	AV		5200	5499	B	94618	4003.00
BOYER	ST		5300	5398	E	94608	4009.00
BRANDON	ST		1700	1899	B	94611	4041.00
BRANN	ST		6600	6699	B	94605	4086.00
BRANN	ST		5900	6599	B	94605	4087.00
BREED	AV		10500	10999	B	94603	4104.00
BRENTFORD	ST		6700	6899	B	94621	4088.00
BRIDGE	AV		1500	1899	B	94601	4072.00
BROADWAY			5101	5199	O	94611	4003.00
BROADWAY			5201	6099	O	94618	4003.00
BROADWAY			3501	5099	O	94611	4012.00
BROADWAY			2251	2799	O	94612	4013.00
BROADWAY			2801	3399	O	94611	4013.00
BROADWAY			3401	3499	O	94609	4013.00
BROADWAY			1401	2249	O	94612	4028.00
BROADWAY			1617	2249	O	94612	4028.00
BROADWAY			1400	2248	E	94612	4029.00
BROADWAY			500	1198	E	94607	4030.00
BROADWAY			1200	1398	E	94612	4030.00
BROADWAY			501	1199	O	94607	4031.00
BROADWAY			1201	1399	O	94612	4031.00
BROADWAY			1	499	B	94607	4032.00
BROADWAY			2250	2798	E	94612	4035.00
BROADWAY			2800	3698	E	94611	4035.00
BROADWAY			3700	3998	E	94611	4040.00
BROADWAY			4000	5198	E	94611	4041.00
BROADWAY			5200	5268	E	94618	4041.00
BROCKHURST	ST		600	799	B	94609	4014.00
BROCKHURST	ST		800	999	B	94608	4014.00
BROMLEY	AV		5900	6299	B	94621	4087.00
BROOK	ST		3000	3299	B	94611	4035.00
BROOKDALE	AV		2700	2799	B	94602	4064.00
BROOKDALE	AV		2800	2898	E	94602	4065.00
BROOKDALE	AV		2801	3499	O	94602	4065.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIRECTION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
BROOKDALE	AV		2900	3498	E	94602	4066.00
BROOKDALE	AV		3500	4298	E	94619	4070.00
BROOKDALE	AV		3501	4299	O	94619	4071.00
BROOKDALE	AV		4300	4999	B	94619	4076.00
BROOKLYN	AV		501	621	O	94606	4053.00
BRUSH	ST		2250	2399	B	94612	4016.00
BRUSH	ST		1	499	B	94607	4020.00
BRUSH	ST		500	798	E	94607	4026.00
BRUSH	ST		501	1199	O	94607	4026.00
BRUSH	ST		1201	1399	O	94612	4026.00
BRUSH	ST		1401	2249	O	94612	4027.00
BRUSH	ST		1900	2248	E	94612	4027.00
BRYANT	AV		5300	5499	B	94618	4003.00
BURCKHALTER	AV		3900	4199	B	94605	4083.00
BURK	ST		400	499	B	94610	4037.00
BURLWOOD	AV		300	499	B	94603	4090.00
BYRON	AV		10000	10599	B	94603	4102.00
C	ST		9800	10199	B	94603	4093.00
C	ST		9200	9799	B	94603	4094.00
CAIRO	RD		200	299	B	94603	4090.00
CALCOT	PL		1000	1099	B	94606	4060.00
CAMDEN	ST		4400	4699	B	94619	4078.00
CAMDEN	ST		5000	5498	E	94619	4078.00
CAMDEN	ST		6400	6498	E	94605	4086.00
CAMDEN	ST		5900	6399	B	94605	4087.00
CAMDEN	ST		6401	6499	O	94605	4087.00
CAMPBELL	ST		1400	2799	B	94607	4017.00
CAMPBELL	CT		800	999	B	94607	4018.00
CAMPBELL	ST		700	1399	B	94607	4018.00
CAMPBELL	ST		200	699	B	94607	4019.00
CAMPBELL VILLAGE	CT		800	999	B	94607	4018.00
CANNING	ST		5800	6299	B	94609	4004.00
CAPISTRANO	DR		400	699	B	94603	4092.00
CAPP	ST		2901	2999	O	94602	4065.00
CAPP	ST		2900	2998	E	94602	4066.00
CAPP	ST		3000	3099	B	94602	4066.00
CAPWELL	DR		7800	8399	B	94621	4090.00
CARBERRY	AV		5600	5799	B	94609	4006.00
CARRINGTON	ST		3600	4299	B	94601	4071.00
CARROLL	ST		2200	2299	B	94606	4055.00
CARY	AV		600	699	B	94603	4091.00
CARY	AV		10100	10299	B	94603	4091.00
CARY	CT		1	99	B	94603	4091.00
CASTELLO	ST		2400	2599	B	94602	4064.00
CASTRO	ST		1	499	B	94607	4020.00
CASTRO	ST		500	799	B	94607	4026.00
CASTRO	ST		800	1198	E	94607	4026.00
CASTRO	ST		1200	1398	E	94612	4026.00
CASTRO	ST		1400	2298	E	94612	4027.00
CEDAR	ST		400	699	B	94607	4019.00
CENTER	ST		1	699	B	94607	4019.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
CENTER	ST		700	1799	B	94607	4022.00
CENTRAL	AV		300	399	B	94609	4013.00
CERRITO	AV		3800	3999	B	94611	4040.00
CHAMPION	ST		3000	3499	B	94602	4066.00
CHAPMAN	ST		2800	3299	B	94601	4061.00
CHASE	ST		1750	1999	B	94607	4017.00
CHASE	ST		1700	1749	B	94607	4018.00
CHERRY	ST		9000	9399	B	94603	4096.00
CHERRY	ST		9400	9999	B	94603	4103.00
CHESTER	ST		1	699	B	94607	4019.00
CHESTER	ST		700	1199	B	94607	4022.00
CHESTNUT	ST		2800	3599	B	94608	4015.00
CHESTNUT	ST		2200	2799	B	94607	4016.00
CHESTNUT	ST		1	499	B	94607	4020.00
CHESTNUT	ST		1400	2199	B	94607	4024.00
CHESTNUT	ST		500	1399	B	94607	4025.00
CHURCH	ST		1600	2199	B	94621	4086.00
CHURCH	ST		2200	2899	B	94605	4086.00
CIRCLE HILL	DR		7300	7699	B	94605	4083.00
CITY HALL	PZ		1	199	B	94612	4028.00
CLARA	CT		1	49	B	94603	4090.00
CLARA	ST		300	799	B	94603	4090.00
CLAREMONT	AV		5100	5498	E	94618	4003.00
CLAREMONT	AV		5101	5449	O	94618	4003.00
CLAREMONT	AV		5451	5699	O	94618	4004.00
CLAREMONT	AV		5701	6199	O	94618	4004.00
CLARKE	ST		5100	5199	B	94609	4003.00
CLARKE	ST		3800	3999	B	94609	4011.00
CLARKE	ST		4800	5099	B	94609	4011.00
CLAY	ST		1400	1799	B	94612	4028.00
CLAY	ST		500	1199	B	94607	4031.00
CLAY	ST		1200	1399	B	94612	4031.00
CLAY	ST		1	499	B	94607	4032.00
CLEMENT	ST		4300	4999	B	94601	4073.00
CLIFTON	ST		300	499	B	94618	4003.00
CLIFTON	ST		1	299	O	94618	4041.00
COLBY	ST		5800	6699	B	94618	4004.00
COLE	ST		5400	5499	B	94601	4075.00
COLE	ST		5200	5399	B	94601	4076.00
COLISEUM	WY		4600	5499	B	94601	4073.00
COLISEUM	WY		5500	6599	B	94621	4073.00
COLLEGE	AV		5200	5669	B	94618	4003.00
COLLEGE	AV		5671	5671	O	94618	4003.00
COLLEGE	AV		6201	6399	O	94618	4004.00
COLORADOS	DR		500	699	B	94603	4092.00
COLUMBIAN	DR		3300	3999	B	94605	4083.00
COMMERCE	WY		1500	1599	B	94606	4059.00
COMMERCE	WY		1800	2299	B	94606	4059.00
COMSTOCK	WY		1400	1499	B	94606	4058.00
CONGRESS	AV		4500	5299	B	94601	4076.00
COOKE	ST		100	199	B	94614	4090.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
COOLIDGE	AV		2000	2899	B	94601	4065.00
COOLIDGE	AV		2900	2999	B	94602	4065.00
COOLIDGE	AV		3000	3499	B	94602	4066.00
CORAL	RD		9200	9799	B	94603	4090.00
CORDOVA	ST		2400	2599	B	94602	4064.00
CORONADO	AV		5100	5299	B	94618	4003.00
CORONADO	AV		4900	5099	B	94618	4012.00
COTTON	ST		900	1099	B	94606	4060.00
COURTLAND	AV		1900	1999	B	94601	4071.00
COURTLAND	AV		2000	2599	B	94601	4076.00
COURTLAND	AV		2600	3099	B	94619	4076.00
COURTLAND	AV		3100	3399	B	94619	4078.00
CREST	AV		7600	8299	B	94605	4083.00
CRITTENDEN	ST		5400	5499	B	94601	4074.00
CROSBY	AV		1900	2099	B	94601	4071.00
CROXTON	AV		1	199	B	94611	4035.00
CULVER	CT		4100	4199	B	94619	4070.00
CULVER	ST		4100	4199	B	94619	4070.00
CUMBERLAND	WY		2900	3099	B	94605	4083.00
CURRAN	AV		3000	3399	B	94602	4066.00
CURRAN	WY		3400	3499	B	94602	4066.00
CURTIS	ST		1800	2299	B	94607	4027.00
CUSTER	ST		3500	3599	B	94601	4071.00
CUTHBERT	AV		3100	3199	B	94602	4066.00
CYPRESS	ST		2200	2799	B	94607	4017.00
CYPRESS	ST		2800	3499	B	94608	4017.00
CYPRESS	ST		1	699	B	94607	4019.00
CYPRESS	CT		800	1198	E	94607	4021.00
CYPRESS	ST		900	1198	E	94607	4021.00
CYPRESS	ST		700	899	B	94607	4022.00
CYPRESS	ST		901	2199	O	94607	4022.00
CYPRESS	ST		1200	2198	E	94607	4023.00
D	ST		9800	9999	B	94603	4093.00
D	ST		8900	9799	B	94621	4094.00
D	ST		8200	8899	B	94621	4095.00
DAKOTA	ST		3000	3499	B	94602	4066.00
DEAKIN	ST		6600	6699	B	94609	4005.00
DEERING	CT		1	99	B	94601	4065.00
DEERING	ST		3200	3499	B	94601	4065.00
DEERWOOD	ST		7300	7699	B	94605	4085.00
DELAWARE	ST		2800	3300	B	94602	4066.00
DELAWARE	ST		3302	3420	E	94602	4066.00
DELMONT	AV		3900	4199	B	94605	4083.00
DENNISON	ST		1800	2399	B	94606	4060.00
DENNY	ST		10000	10199	B	94603	4091.00
DENSLOWE	ST		9700	9799	B	94603	4090.00
DENSLOWE	ST		9800	9899	B	94603	4091.00
DERBY	AV		300	1399	B	94601	4061.00
DERBY	AV		1400	1499	B	94601	4062.00
DESMOND	ST		5100	5299	B	94618	4003.00
DESMOND	ST		4900	5099	B	94618	4012.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM	END NUM	SIDE OF ST	ZIP CODE	CENSUS TRACT #
DIESEL	ST		2000	2299	B	94606	4060.00
DOOLITTLE	DR		801	899	O	94603	4090.00
DOOLITTLE	DR		6900	9799	B	94614	4090.00
DOOLITTLE	DR		9800	10099	B	94603	4090.00
DOUGLAS	AV		400	749	B	94603	4091.00
DOUGLAS	AV		750	799	B	94603	4093.00
DOVER	ST		5900	6398	E	94609	4005.00
DOVER	ST		6201	6399	O	94609	4005.00
DOVER	ST		6500	6698	E	94609	4005.00
DOVER	ST		5200	5898	E	94609	4006.00
DOVER	ST		5201	6199	O	94609	4007.00
DOVER	ST		4700	5199	B	94609	4010.00
DOWLING	ST		8000	8199	B	94605	4084.00
DOWLING	ST		8200	8999	B	94605	4097.00
DURANT	AV		2201	2599	O	94603	4102.00
DURANT	AV		1401	2199	O	94603	4104.00
E	ST		9800	10699	B	94603	4093.00
E	ST		8900	8999	B	94621	4094.00
E	ST		9000	9799	B	94603	4094.00
E	ST		8300	8899	B	94621	4095.00
EARHART	DR		6900	9799	B	94614	4090.00
EARL	ST		7800	8099	B	94605	4083.00
EASTLAWN	ST		5800	5899	B	94621	4073.00
EASTLAWN	ST		5900	6899	B	94621	4088.00
EASTMAN	AV		2600	3199	B	94619	4070.00
ECHO	AV		1	199	B	94611	4041.00
EDEN	LN		3400	3499	B	94601	4065.00
EDEN	RD		2300	2598	E	94603	4090.00
EDENVALE	PL		3900	4099	B	94605	4083.00
EDES	AV		8000	8999	B	94621	4090.00
EDES	AV		9000	9799	B	94603	4090.00
EDES	AV		9800	10251	B	94603	4091.00
EDES	AV		10252	10899	B	94603	4092.00
EDGEMOOR	PL		3900	4199	B	94605	4083.00
EDGERLY	ST		5500	5699	B	94621	4075.00
EDGEWATER	DR		7000	8500	B	94621	4090.00
EDMONDSON	CT		3800	3899	B	94611	4040.00
EDWARDS	AV		3900	4199	B	94605	4083.00
EL DORADO	AV		550	699	B	94611	4040.00
EL EMBARCADERO			500	599	B	94610	4037.00
EL PASEO	DR		400	699	B	94603	4092.00
EL VERANO	ST		9900	10099	B	94603	4091.00
ELDRIDGE	AV		1	199	B	94603	4091.00
ELIZABETH	ST		5700	5899	B	94621	4075.00
ELLEN	ST		4500	4699	B	94601	4076.00
ELLIOTT	ST		3200	3399	B	94610	4056.00
ELLITA	AV		400	499	B	94610	4037.00
ELM	ST		3100	3499	B	94609	4013.00
ELMAR	AV		9800	9899	B	94603	4102.00
ELMHURST	AV	S	400	799	B	94603	4090.00
ELMHURST	AV		900	1199	B	94603	4094.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
ELMVIEW	DR		9600	9799	B	94603	4102.00
ELMWOOD	AV		3000	3499	B	94601	4061.00
EMBARCADERO		W	650	749	B	94607	4020.00
EMBARCADERO		W	250	649	B	94607	4032.00
EMBARCADERO		W	1	249	B	94607	4033.00
EMBARCADERO			100	2000	B	94606	4060.00
EMBARCADERO	CV		1	99	B	94606	4060.00
EMERALD	ST		4100	4299	B	94609	4012.00
EMPIRE	RD		9000	10099	B	94603	4090.00
ENTERPRISE	WY		8400	8499	B	94621	4090.00
ENTRADA	AV		1	199	B	94611	4041.00
ESSEX	ST		6400	6499	B	94608	4008.00
ESTEPA	DR		10700	11199	B	94603	4092.00
ETTIE	ST		2800	3599	B	94608	4017.00
EUCLID	AV		400	499	B	94610	4037.00
EVELYN	CT		2900	2999	B	94602	4065.00
F	ST		9200	9399	B	94603	4094.00
FAIRBAIRN	AV		4300	4999	B	94619	4078.00
FAIRFAX	AV		5301	5499	O	94601	4074.00
FAIRFAX	AV		5300	5498	E	94601	4075.00
FAIRFAX	AV		4500	5299	B	94601	4076.00
FAIRMOUNT	AV		1	549	B	94611	4035.00
FAIRMOUNT	AV		550	799	B	94611	4040.00
FAIRVIEW	ST		600	799	B	94609	4005.00
FALLON	ST		1	1199	B	94607	4033.00
FALLON	ST		1200	1299	B	94612	4034.00
FARNAM	ST		3200	3399	B	94601	4072.00
FAVOR	ST		7000	7299	B	94621	4086.00
FENHAM	ST		6200	6599	B	94621	4088.00
FERN	ST		2400	2599	B	94601	4076.00
FERRO	ST		1600	1798	E	94607	4019.00
FERRO	ST		1601	1799	O	94607	4020.00
FIELD	ST		3500	4199	B	94605	4083.00
FILBERT	ST		2800	3299	B	94608	4015.00
FILBERT	ST		2200	2599	B	94607	4016.00
FILBERT	ST		1	499	B	94607	4020.00
FILBERT	ST		1400	2199	B	94607	4024.00
FILBERT	ST		500	1399	B	94607	4025.00
FITZGERALD	ST		1300	1399	B	94608	4017.00
FITZPATRICK	RD		200	299	B	94603	4090.00
FLEMING	AV		4300	4999	B	94619	4076.00
FLORA	ST		6650	6999	B	94621	4086.00
FLORA	ST		6400	6649	B	94621	4087.00
FONTAINE	ST		7801	8099	O	94605	4083.00
FOOTHILL	BL		100	499	B	94606	4053.00
FOOTHILL	BL		500	1299	B	94606	4054.00
FOOTHILL	BL		1300	2299	B	94606	4059.00
FOOTHILL	PL		1300	1398	E	94606	4059.00
FOOTHILL	PL		1301	1399	O	94606	4059.00
FOOTHILL	BL		2300	3199	B	94601	4062.00
FOOTHILL	BL		3200	3498	E	94601	4065.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIRECTION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
FOOTHILL	BL		3500	4298	E	94601	4071.00
FOOTHILL	BL		3201	4399	O	94601	4072.00
FOOTHILL	BL		4401	5299	O	94601	4074.00
FOOTHILL	BL		5301	5499	O	94601	4075.00
FOOTHILL	BL		5501	5899	O	94605	4075.00
FOOTHILL	BL		4300	5498	E	94601	4076.00
FOOTHILL	BL		6600	7299	B	94605	4086.00
FOOTHILL	BL		5900	6599	B	94605	4087.00
FORD	ST		2800	3099	B	94601	4061.00
FOREST	ST		300	469	B	94618	4003.00
FOREST	ST		550	599	B	94618	4004.00
FORTUNE	WY		5900	6299	B	94605	4087.00
FOSTER	AV		100	299	B	94603	4091.00
FOSTER	CT		1	49	B	94603	4091.00
FRANCES	ST		2400	2599	B	94601	4076.00
FRANKLIN	ST		1400	2299	B	94612	4029.00
FRANKLIN	ST		500	1199	B	94607	4030.00
FRANKLIN	ST		1200	1399	B	94612	4030.00
FRANKLIN	ST		1	499	B	94607	4032.00
FREDERICK	ST		2000	2399	B	94606	4060.00
FREMONT	ST		5800	6199	B	94608	4008.00
FREMONT	ST		5500	5799	B	94608	4009.00
FREMONT	WY		1700	1799	B	94601	4074.00
FRESNO	ST		7300	7499	B	94605	4085.00
FRESNO	ST		6800	7299	B	94605	4086.00
FRISBIE	ST		1	299	B	94611	4035.00
FRUITVALE	AV		100	1399	B	94601	4061.00
FRUITVALE	AV		1401	1999	O	94601	4062.00
FRUITVALE	AV		2001	2199	O	94601	4062.00
FRUITVALE	AV		2201	2699	O	94601	4063.00
FRUITVALE	AV		2701	2899	O	94601	4064.00
FRUITVALE	AV		2901	3299	O	94602	4064.00
FRUITVALE	AV		2000	2898	E	94601	4065.00
FRUITVALE	AV		2900	2998	E	94602	4065.00
FRUITVALE	AV		3000	3498	E	94602	4066.00
FRUITVALE	AV		1400	1998	E	94601	4072.00
FULLINGTON	ST		3900	4199	B	94619	4070.00
G	ST		8501	8999	O	94621	4094.00
G	ST		8900	8998	E	94621	4094.00
G	ST		9000	9399	B	94603	4094.00
G	ST		8300	8898	E	94621	4095.00
G	ST		8301	8499	O	94621	4095.00
GALINDO	ST		2800	3199	B	94601	4063.00
GALINDO	ST		3200	3499	B	94601	4065.00
GALINDO	ST		3500	3699	B	94601	4071.00
GANNON	RD		200	299	B	94603	4090.00
GARDEN	ST		2700	2899	B	94601	4064.00
GARDENIA	PL		3900	4199	B	94605	4083.00
GARFIELD	AV		7300	7899	B	94605	4084.00
GARLAND	AV		1	199	B	94611	4035.00
GARNET	ST		300	399	B	94609	4012.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
GASKILL	ST		5300	5799	B	94608	4009.00
GENOA	ST		5200	6099	B	94608	4007.00
GENOA	ST		4700	5199	B	94608	4010.00
GEORGIA	ST		2800	3499	B	94602	4066.00
GHORMLEY	AV		100	499	B	94603	4091.00
GIBRALTAR	RD		9900	9999	B	94603	4090.00
GILBERT	ST		4100	4499	B	94611	4041.00
GLASCOCK	ST		2800	3299	B	94601	4061.00
GLEASON	WY		1400	2299	B	94606	4059.00
GLEN	AV		1	199	B	94611	4041.00
GLEN	AV		4200	4299	B	94611	4041.00
GLENDALE	AV		300	399	B	94618	4003.00
GLENEDEN	AV		1	199	B	94611	4041.00
GLENWOOD	AV		1	199	B	94611	4041.00
GORDON	ST		4300	4399	B	94601	4076.00
GORDON	ST		4800	4999	B	94601	4076.00
GOSS	ST		1750	1999	B	94607	4017.00
GOSS	ST		1700	1749	B	94607	4018.00
GOULD	ST		9800	9999	B	94603	4093.00
GRACE	AV		900	949	B	94608	4007.00
GRACE	AV		950	999	B	94608	4009.00
GRAFFIAN	ST		10200	10699	B	94603	4093.00
GRAMERCY	PL		300	499	B	94603	4092.00
GRAND	AV	W	400	648	E	94612	4013.00
GRAND	AV	W	650	698	E	94612	4014.00
GRAND	AV	W	700	798	E	94612	4016.00
GRAND	AV	W	800	1198	E	94607	4016.00
GRAND	AV	W	1200	1598	E	94607	4016.00
GRAND	AV	W	1600	1899	B	94607	4017.00
GRAND	AV	W	1151	1599	O	94607	4023.00
GRAND	AV	W	901	1149	O	94607	4024.00
GRAND	AV	W	651	799	O	94612	4027.00
GRAND	AV	W	801	899	O	94607	4027.00
GRAND	AV	W	401	649	O	94612	4028.00
GRAND	AV		1	199	O	94612	4029.00
GRAND	AV		201	349	O	94610	4034.00
GRAND	AV		200	348	E	94610	4037.00
GRAND	AV		350	699	B	94610	4037.00
GRANDE VISTA	AV		2400	2699	B	94601	4063.00
GRANDE VISTA	AV		2700	2899	B	94601	4064.00
GRANDE VISTA	PL		2300	2399	B	94601	4064.00
GRAVENSTEIN	ST		700	799	B	94603	4093.00
GRAY	ST		3500	3699	B	94601	4071.00
GREENLY	DR		7000	7799	B	94605	4083.00
GREENLY	DR		7800	8098	E	94605	4083.00
GREENLY	DR		7801	7999	O	94605	4083.00
HAGEMAN	AV		3500	3699	B	94619	4070.00
HALE	AV		400	499	B	94603	4091.00
HALLECK	ST		3500	4091	B	94608	4017.00
HALLIDAY	AV		7300	7799	B	94605	4085.00
HALLIDAY	AV		6850	7299	B	94605	4086.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIRECTION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
HAMILTON	PL		1	199	B	94612	4035.00
HAMILTON	ST		6800	7299	B	94621	4088.00
HAMILTON	ST		7300	7699	B	94621	4089.00
HAMLINE	AV		3200	3299	B	94602	4057.00
HANNAH	ST		2800	3599	B	94608	4017.00
HANOVER	AV		200	399	B	94606	4053.00
HARDY	ST		400	599	B	94618	4003.00
HARLAN	ST		3400	3599	B	94608	4017.00
HARMON	AV		5500	5899	B	94621	4075.00
HARMON	AV		5900	6299	B	94621	4087.00
HAROLD	ST		2401	2999	O	94602	4066.00
HARPER	ST		3400	3499	B	94601	4065.00
HARPER	ST		3500	3599	B	94601	4071.00
HARRINGTON	AV		1900	2599	B	94601	4071.00
HARRISON	ST		1400	1898	E	94612	4029.00
HARRISON	ST		1401	2249	O	94612	4029.00
HARRISON	ST		500	1199	B	94607	4030.00
HARRISON	ST		1200	1399	B	94612	4030.00
HARRISON	ST		1	499	B	94607	4032.00
HARRISON	ST		1900	2248	E	94612	4034.00
HARRISON	ST		2251	2399	O	94612	4035.00
HARRISON	ST		2400	2798	B	94612	4035.00
HARRISON	ST		2800	3499	B	94611	4035.00
HARRISON	ST		2250	2398	E	94612	4037.00
HARRISON	ST		3500	3999	B	94611	4040.00
HARVEY	AV		5500	5699	B	94621	4075.00
HAVEN	ST		3200	3599	B	94608	4017.00
HAVENSCOURT	BL		1400	2198	E	94621	4086.00
HAVENSCOURT	BL		2200	2998	E	94605	4086.00
HAVENSCOURT	BL		1401	2199	O	94621	4087.00
HAVENSCOURT	BL		2201	2999	O	94605	4087.00
HAWLEY	ST		6900	7299	B	94621	4088.00
HAWLEY	ST		7301	7499	O	94621	4088.00
HAWLEY	ST		7300	7498	E	94621	4089.00
HAWLEY	ST		7500	7699	B	94621	4089.00
HAWTHORNE	AV		300	499	B	94609	4013.00
HAYES	ST		5900	6299	B	94621	4087.00
HAZELWOOD	CT		1	99	B	94603	4090.00
HEGENBERGER	CT		1	49	B	94621	4090.00
HEGENBERGER	LP		1	299	B	94621	4090.00
HEGENBERGER	PL		1	99	B	94621	4090.00
HEGENBERGER	RD		1	699	B	94621	4090.00
HELEN	CT		6600	6699	B	94608	4008.00
HELEN	ST		2800	3599	B	94608	4017.00
HEMPHILL	PL		300	399	B	94618	4003.00
HENRIETTA	ST		3400	3499	B	94601	4065.00
HENRY	ST		1	699	B	94607	4019.00
HENRY	ST		700	899	B	94607	4022.00
HERMANN	ST		5600	5799	B	94609	4004.00
HERRIOTT	AV		3000	3299	B	94619	4078.00
HERZOG	ST		5900	6699	B	94608	4008.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIRECTION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
HESKET	RD		9800	9999	B	94603	4090.00
HICKORY	ST		2600	2699	B	94602	4064.00
HIGH	ST		1	1399	O	94601	4061.00
HIGH	ST		2601	3599	O	94619	4070.00
HIGH	ST		1901	2599	O	94601	4071.00
HIGH	ST		1401	1899	O	94601	4072.00
HIGH	ST		2	1398	E	94601	4073.00
HIGH	ST		1400	1898	E	94601	4074.00
HIGH	ST		1900	2598	E	94601	4076.00
HIGH	ST		2600	3098	E	94619	4076.00
HIGH	ST		3100	3498	E	94619	4078.00
HIGHLAND	AV		2400	2699	B	94606	4058.00
HILLEGASS	AV		6000	6699	B	94618	4004.00
HILLGRADE	CT		9720	9779	B	94603	4102.00
HILLMONT	DR		6200	7298	E	94605	4083.00
HILLMONT	DR		7300	8199	B	94605	4083.00
HILLSIDE	ST		7300	8199	B	94605	4084.00
HILLSIDE	ST		8600	9399	B	94605	4097.00
HILLSIDE	ST		9400	9799	B	94603	4102.00
HILTON	ST		5500	5699	B	94605	4075.00
HILTON	ST		5900	6399	B	94605	4087.00
HOLLAND	ST		5300	5499	B	94601	4074.00
HOLLIS	ST		3200	3899	B	94608	4017.00
HOLLY	ST		7300	8199	B	94621	4085.00
HOLLY	ST		7000	7299	B	94621	4086.00
HOLLY	ST		8200	8999	B	94621	4096.00
HOLLY	ST		9000	9399	B	94603	4096.00
HOLLY	ST		9400	9999	B	94603	4103.00
HOLMES	AV		3701	4199	O	94605	4083.00
HOLWAY	CT		5700	5799	B	94621	4075.00
HOLWAY	ST		5500	5699	B	94621	4075.00
HOLWAY	ST		5900	6199	B	94621	4087.00
HOWARD	ST		4300	4599	B	94601	4073.00
HOWE	ST		3700	3999	B	94611	4040.00
HOWE	ST		4000	4999	B	94611	4041.00
HOWELL	ST		5800	6099	B	94609	4004.00
HUDSON	ST		300	499	B	94618	4003.00
HUGHES	AV		2300	2399	B	94601	4065.00
HULL	RD		4300	4599	B	94601	4073.00
HUMBOLDT	AV		2300	2599	B	94601	4065.00
HUMBOLDT	AV		2600	3099	B	94602	4066.00
HUNTER	AV		100	499	B	94603	4091.00
HUNTER	CT		1	49	B	94603	4091.00
HYDE	ST		2600	3199	B	94601	4063.00
HYDE	ST		3200	3299	B	94601	4065.00
IDAHO	ST		5900	6399	B	94608	4008.00
IDLEWOOD	ST		8000	8199	B	94605	4084.00
INDA	WY		2000	2299	B	94606	4060.00
INDEPENDENCE	WY		1500	2299	B	94606	4059.00
INDEPENDENT	RD		500	799	B	94621	4073.00
INDUSTRIAL	WY		5400	5499	B	94601	4073.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
INTERNATIONAL	BLVD		100	498	E	94606	4053.00
INTERNATIONAL	BLVD		500	1298	E	94606	4054.00
INTERNATIONAL	BLVD		1300	2298	E	94606	4059.00
INTERNATIONAL	BLVD		1100	1399	B	94606	4060.00
INTERNATIONAL	BLVD		101	2299	O	94606	4060.00
INTERNATIONAL	BLVD		2301	4299	O	94601	4061.00
INTERNATIONAL	BLVD		2300	3198	E	94601	4062.00
INTERNATIONAL	BLVD		3200	4298	E	94601	4072.00
INTERNATIONAL	BLVD		4301	5499	O	94601	4073.00
INTERNATIONAL	BLVD		5501	5899	O	94621	4073.00
INTERNATIONAL	BLVD		4300	5498	E	94601	4074.00
INTERNATIONAL	BLVD		5500	5898	E	94621	4075.00
INTERNATIONAL	BLVD		7300	8198	E	94621	4085.00
INTERNATIONAL	BLVD		6650	7298	E	94621	4086.00
INTERNATIONAL	BLVD		5900	6648	E	94621	4087.00
INTERNATIONAL	BLVD		5901	7299	O	94621	4088.00
INTERNATIONAL	BLVD		7301	8199	O	94621	4089.00
INTERNATIONAL	BLVD		9801	10699	O	94603	4093.00
INTERNATIONAL	BLVD		8901	8999	O	94621	4094.00
INTERNATIONAL	BLVD		9001	9799	O	94603	4094.00
INTERNATIONAL	BLVD		8201	8899	O	94621	4095.00
INTERNATIONAL	BLVD		8200	8998	E	94621	4096.00
INTERNATIONAL	BLVD		9000	9398	E	94603	4096.00
INTERNATIONAL	BLVD		9400	9998	E	94603	4103.00
INTERNATIONAL	BLVD		10000	10998	E	94603	4104.00
INYO	AV		2200	2699	B	94601	4063.00
INYO	AV		2700	2799	B	94601	4064.00
IRIS	ST		8000	8199	B	94605	4084.00
IRIS	ST		8200	8599	B	94605	4097.00
IRVING	AV		1800	1999	B	94601	4062.00
IRWIN	CT		6400	6599	B	94609	4005.00
ISABELLA	ST		800	899	B	94607	4016.00
ISLETON	AV		100	299	B	94603	4091.00
IVY	DR		2200	2499	B	94606	4055.00
IVY	DR		2500	2799	B	94606	4056.00
JACK LONDON	SQ		87	89	B	94607	4032.00
JACKLA	LN		2000	2299	B	94606	4060.00
JACKSON	ST		1	1199	B	94607	4033.00
JACKSON	ST		1200	1999	B	94612	4034.00
JAMES	AV		5200	5499	B	94618	4003.00
JEFFERSON	ST		1400	1999	B	94612	4028.00
JEFFERSON	ST		500	1399	B	94607	4031.00
JEFFERSON	ST		1	499	B	94607	4032.00
JENSEN	ST		4300	4599	B	94601	4073.00
JOHN	ST		100	299	B	94611	4041.00
JONES	AV		300	599	B	94603	4090.00
JUDD	ST		4900	4999	B	94601	4074.00
JULIE ANN	WY		500	799	B	94621	4073.00
JUNE	CT		10400	10499	B	94603	4092.00
KALES	AV		5400	5599	B	94618	4003.00
KEITH	AV		5600	6099	B	94618	4003.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
KELLER	AV		3600	4099	B	94605	4083.00
KELTON	CT		1	199	B	94611	4041.00
KEMPTON	AV		3200	3399	B	94611	4035.00
KEMPTON	WY		3500	3599	B	94611	4035.00
KENNEDY	ST		300	1199	B	94606	4060.00
KERWIN	AV		100	299	B	94603	4091.00
KEVIN	CT		500	799	B	94621	4073.00
KING	ST		800	1099	B	94606	4060.00
KINGSLAND	AV		3200	3599	B	94619	4078.00
KINGSLAND	PL		1	99	B	94619	4078.00
KINGSTON	AV		700	770	E	94611	4040.00
KINGSTON	AV		701	899	O	94611	4041.00
KIRKHAM	ST		2200	2599	B	94607	4016.00
KIRKHAM	ST		1	699	B	94607	4019.00
KIRKHAM	CT		800	1199	B	94607	4021.00
KIRKHAM	ST		700	799	B	94607	4021.00
KIRKHAM	ST		1200	2199	B	94607	4023.00
KITTY	LN		9832	9850	B	94603	4090.00
KNIGHT	ST		10300	10399	B	94603	4092.00
KNOWLAND	AV		3100	3499	B	94619	4078.00
KOFORD	RD		9800	9899	B	94603	4090.00
KRAUSE	AV		7300	7700	B	94605	4085.00
KRAUSE	AV		6800	7299	B	94605	4086.00
LA PRENDA	DR		500	699	B	94603	4092.00
LAGUNA	AV		3400	3499	B	94602	4066.00
LAGUNA	WY		3300	3399	B	94602	4066.00
LAGUNITAS	AV		400	599	B	94610	4037.00
LAKE SHORE	AV		2801	3099	O	94610	4037.00
LAKE SHORE	AV		1200	2199	B	94606	4053.00
LAKESIDE	DR		300	399	B	94612	4029.00
LAKESIDE	DR		100	299	B	94612	4034.00
LAKESIDE	DR		1400	1599	B	94612	4034.00
LAMP	ST		3400	3699	B	94605	4083.00
LANCASTER	ST		1	799	B	94601	4061.00
LANGLEY	ST		100	199	B	94614	4090.00
LATIMER	PL		3700	3799	B	94609	4011.00
LAUREL	AV		3200	3599	B	94602	4066.00
LAWTON	AV		5100	5999	B	94618	4003.00
LAWTON	AV		4500	5099	B	94609	4012.00
LEE	ST		201	499	O	94610	4037.00
LEE	ST		400	498	E	94610	4037.00
LEGION	AV		2300	2399	B	94605	4085.00
LEIGHTON	ST		3750	3799	B	94611	4040.00
LENOX	AV		200	399	B	94610	4037.00
LESSER	ST		400	499	B	94601	4073.00
LESTER	AV		200	399	B	94606	4053.00
LEWIS	ST		100	699	B	94607	4019.00
LIESE	AV		3100	3399	B	94619	4070.00
LILAC	ST		2400	2799	B	94619	4076.00
LINDA	AV		1	99	B	94611	4041.00
LINDEN	ST		3600	3799	B	94608	4010.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
LINDEN	ST		4000	5199	B	94608	4010.00
LINDEN	ST		2800	3499	B	94608	4015.00
LINDEN	ST		2200	2599	B	94607	4016.00
LINDEN	ST		1	499	B	94607	4020.00
LINDEN	ST		1400	2199	B	94607	4024.00
LINDEN	ST		500	1399	B	94607	4025.00
LINK	ST		10400	10599	B	94603	4104.00
LISBON	AV		800	1199	B	94601	4061.00
LITTLEFIELD	ST		9200	9399	B	94603	4090.00
LIVINGSTON	ST		1800	2299	B	94606	4060.00
LOCKSLEY	AV		5200	5499	B	94618	4003.00
LOCKWOOD	ST		7300	7899	B	94621	4085.00
LOCKWOOD	ST		6900	7299	B	94621	4086.00
LOCUST	ST		7800	7899	B	94621	4085.00
LOGAN	ST		2600	3199	B	94601	4063.00
LOGAN	ST		3200	3299	B	94601	4065.00
LOMA VISTA	AV		3300	3599	B	94619	4070.00
LOMA VISTA	WY		3300	3399	B	94619	4070.00
LONGFELLOW	AV		9900	10599	B	94603	4102.00
LOOMIS	CT		900	999	B	94606	4060.00
LORENZO	AV		3200	3299	B	94619	4070.00
LOS ANGELES	ST		5600	5899	B	94608	4009.00
LOUISE	ST		3000	3999	B	94608	4017.00
LOUISIANA	ST		600	799	B	94603	4090.00
LOUVAINE	AV		100	299	B	94603	4091.00
LOWELL	ST		5300	6398	E	94608	4007.00
LOWELL	ST		5801	6399	O	94608	4008.00
LOWELL	ST		5301	5799	O	94608	4009.00
LUCILLE	ST		6600	6899	B	94621	4088.00
LUKE	RD		400	599	B	94601	4073.00
LUSK	ST		3800	4299	B	94608	4010.00
LYNDE	ST		2900	2999	B	94601	4064.00
LYNDE	ST		3000	3499	B	94601	4065.00
LYNDHURST	ST		9800	9899	B	94603	4091.00
LYON	AV		3500	4299	B	94601	4071.00
MACARTHUR	BL	W	600	799	B	94609	4010.00
MACARTHUR	BL	W	400	599	B	94609	4011.00
MACARTHUR	BL	W	300	399	B	94609	4012.00
MACARTHUR	BL		51	149	O	94610	4035.00
MACARTHUR	BL	W	151	299	O	94611	4035.00
MACARTHUR	BL		401	499	O	94610	4037.00
MACARTHUR	BL		50	98	E	94610	4040.00
MACARTHUR	BL	W	150	298	E	94611	4040.00
MACARTHUR	BL		1151	1299	O	94610	4056.00
MACARTHUR	BL		1301	1449	O	94602	4057.00
MACARTHUR	BL		2201	3499	O	94602	4066.00
MACARTHUR	BL		3501	4299	O	94619	4070.00
MACARTHUR	BL		4850	5498	E	94619	4078.00
MACARTHUR	BL		5001	5499	O	94619	4078.00
MACARTHUR	BL		5500	5598	E	94613	4078.00
MACARTHUR	BL		5600	5932	E	94605	4078.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
MACARTHUR	BL		7300	8198	E	94605	4083.00
MACARTHUR	BL		7301	8199	O	94605	4084.00
MACARTHUR	BL		6401	7299	O	94605	4086.00
MACARTHUR	BL		5841	6399	O	94605	4087.00
MACARTHUR	BL		8201	9399	O	94605	4097.00
MACARTHUR	BL		9401	10999	O	94605	4102.00
MACARTHUR	BL	W	800	1099	B	94608	4010.00
MACCALL	ST		5900	5999	B	94609	4005.00
MACCALL	ST		5700	5899	B	94609	4006.00
MADDUX	DR		9600	9799	B	94603	4090.00
MADDUX	DR		9800	9999	B	94603	4091.00
MADERA	AV		3200	3499	B	94619	4078.00
MADISON	ST		1	1199	B	94607	4033.00
MADISON	ST		1200	1899	B	94612	4034.00
MAGNOLIA	ST		2800	3602	B	94608	4015.00
MAGNOLIA	ST		2200	2799	B	94607	4016.00
MAGNOLIA	ST		1	499	B	94607	4019.00
MAGNOLIA	ST		500	1199	B	94607	4021.00
MAGNOLIA	ST		1200	1599	B	94607	4023.00
MAKIN	RD		200	299	B	94603	4090.00
MALAT	ST		4600	4699	B	94601	4073.00
MALDON	ST		6200	6299	B	94621	4088.00
MALTA	CT		1	99	B	94603	4091.00
MANDELA	PRKWY		2200	2799	B	94607	4017.00
MANDELA	PRKWY		2800	3499	B	94608	4017.00
MANDELA	PRKWY		1	699	B	94607	4019.00
MANDELA	PRKWY		800	1198	E	94607	4021.00
MANDELA	PRKWY		900	1198	E	94607	4021.00
MANDELA	PRKWY		700	899	B	94607	4022.00
MANDELA	PRKWY		901	2199	O	94607	4022.00
MANDELA	PRKWY		1200	2198	E	94607	4023.00
MANGELS	AV		3500	3699	B	94619	4070.00
MANILA	AV		5100	5599	B	94618	4003.00
MANILA	AV		3700	4199	B	94609	4012.00
MANILA	AV		4500	5099	B	94609	4012.00
MANUEL	CT		1200	1299	B	94603	4093.00
MAPLE	AV		3000	3599	B	94602	4066.00
MARIN	WY		1400	2299	B	94606	4059.00
MARION	AV		3700	3899	B	94619	4070.00
MARITIME	ST		700	3399	B	94607	4017.00
MARKET	ST		5200	6299	B	94608	4007.00
MARKET	ST		6300	6398	E	94608	4007.00
MARKET	ST		6301	6399	O	94608	4008.00
MARKET	ST		3526	5199	B	94608	4010.00
MARKET	ST		3000	3525	B	94608	4014.00
MARKET	ST		2800	2999	B	94608	4015.00
MARKET	ST		2250	2799	B	94607	4016.00
MARKET	ST		1	499	B	94607	4020.00
MARKET	ST		501	699	O	94607	4020.00
MARKET	ST		1401	2249	O	94607	4024.00
MARKET	ST		701	1399	O	94607	4025.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
MARKET	ST		500	1398	E	94607	4026.00
MARKET	ST		1400	2248	E	94607	4027.00
MARSHALL	ST		5800	6499	B	94608	4008.00
MARSHALL	ST		5500	5799	B	94608	4009.00
MARTIN	ST		500	599	B	94609	4004.00
MARTIN L KING JR	WY		5200	6199	B	94609	4007.00
MARTIN L KING JR	WY		3500	5199	B	94609	4010.00
MARTIN L KING JR	WY		2250	2298	E	94612	4013.00
MARTIN L KING JR	WY		2300	2799	B	94612	4014.00
MARTIN L KING JR	WY		2800	3499	B	94609	4014.00
MARTIN L KING JR	WY		1	499	O	94607	4020.00
MARTIN L KING JR	WY		501	1199	O	94607	4026.00
MARTIN L KING JR	WY		1201	1399	O	94612	4026.00
MARTIN L KING JR	WY		1401	1999	O	94612	4027.00
MARTIN L KING JR	WY		1400	1998	E	94612	4028.00
MARTIN L KING JR	WY		2200	2248	E	94612	4028.00
MARTIN L KING JR	WY		500	1198	E	94607	4031.00
MARTIN L KING JR	WY		1200	1398	E	94612	4031.00
MARTIN L KING JR	WY		2	498	E	94607	4032.00
MATHER	ST		200	299	B	94611	4041.00
MAYBELLE	AV		3500	3599	B	94619	4070.00
MAYBELLE	WY		3300	3443	B	94619	4070.00
MAYFIELD	PA		1	99	B	94605	4083.00
MAYWOOD	AV		2300	2399	B	94605	4085.00
MC AULEY	ST		400	499	B	94609	4004.00
MC CLARY	AV		600	699	B	94621	4090.00
MC CLURE	ST		2900	2999	B	94609	4013.00
MC CORMICK	AV		8000	8198	E	94605	4083.00
MC ELROY	ST		800	899	B	94607	4017.00
MC KILLOP	RD		2800	3399	B	94602	4064.00
MC MILLAN	ST		5500	5699	B	94618	4003.00
MEAD	AV		800	899	B	94607	4016.00
MEADOW	ST		3500	3599	B	94601	4071.00
MEDFORD	AV		9800	9999	B	94603	4093.00
MELDON	AV		4600	4799	B	94619	4078.00
MELROSE	AV		4400	5099	B	94601	4076.00
MERA	ST		3800	4199	B	94601	4071.00
MERRIMAC	ST		500	599	B	94612	4013.00
MERRIMAC	ST		600	699	B	94612	4014.00
MERRITT	AV		395	395	O	94606	4053.00
MICHIGAN	AV		7800	8199	B	94605	4083.00
MIDDLE HARBOR	RD		1201	1799	O	94607	4019.00
MIDDLE HARBOR	RD		1700	1798	E	94607	4019.00
MIDDLE HARBOR	RD		1200	1698	E	94607	4020.00
MIDVALE	AV		3400	3599	B	94602	4066.00
MIDWAY	ST		680	680	E	94626	4017.00
MILES	AV		5100	5599	B	94618	4003.00
MILLER	AV		1100	1399	B	94601	4061.00
MILLER	AV		1400	1699	B	94601	4062.00
MILLSVIEW	AV		3200	3299	B	94619	4078.00
MILTON	ST		800	899	B	94607	4016.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIRECTION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
MINNA	AV		2600	3199	B	94619	4070.00
MITCHELL	ST		1400	1599	B	94601	4062.00
MITCHELL	ST		2000	2199	B	94601	4062.00
MITCHELL	ST		2200	2499	B	94601	4063.00
MONTANA	ST		2500	2998	E	94602	4066.00
MONTE CRESTA	AV		1	199	B	94611	4041.00
MONTE VISTA	AV		1	299	O	94611	4040.00
MONTE VISTA	AV		300	499	B	94611	4040.00
MONTE VISTA	AV		2	298	E	94611	4041.00
MONTECITO	AV		100	299	B	94610	4037.00
MONTELL	ST		1	199	B	94611	4040.00
MONTGOMERY	ST		4100	4999	B	94611	4041.00
MONTICELLO	AV		2300	2399	B	94601	4076.00
MONTICELLO	AV		2400	2420	E	94601	4076.00
MONTICELLO	AV		2401	2599	O	94601	4076.00
MONTICELLO	AV		2601	2999	O	94619	4076.00
MONTICELLO	AV		3001	3299	O	94619	4078.00
MOORPARK	ST		700	999	B	94603	4093.00
MORAGA	AV		4400	4517	B	94611	4041.00
MORCOM	AV		3200	3599	B	94619	4078.00
MORCOM	PL		1	99	B	94619	4078.00
MORKEN	ST		6900	6999	B	94621	4086.00
MORRISON	AV		3200	3220	E	94602	4064.00
MORSE	DR		5900	6199	B	94605	4087.00
MOSS	AV		59	99	B	94610	4040.00
MOSS	AV		100	149	B	94611	4040.00
MOSS	WY		100	199	B	94611	4040.00
MUNSON	WY		1400	1599	B	94606	4059.00
MURDOCK	CT		1	99	B	94605	4087.00
MYERS	ST		10600	10999	B	94603	4102.00
MYRTLE	ST		2800	3199	B	94608	4015.00
MYRTLE	ST		2200	2799	B	94607	4016.00
MYRTLE	ST		1	499	B	94607	4020.00
MYRTLE	ST		1400	2199	B	94607	4024.00
MYRTLE	ST		500	799	B	94607	4025.00
NATTRESS	WY		10400	10499	B	94603	4092.00
NEVADA	ST		600	799	B	94603	4090.00
NEVIL	ST		3600	4199	B	94601	4071.00
NEWTON	AV		201	499	O	94606	4053.00
NEY	AV		7300	8199	B	94605	4083.00
NICOL	AV		2600	2699	B	94602	4064.00
NICOL	AV		2701	2899	O	94602	4065.00
NICOL	AV		2700	3098	E	94602	4066.00
NICOL	AV		2901	3099	O	94602	4066.00
NICOL	AV		3100	3399	B	94602	4066.00
NORGREN	ST		9700	9799	B	94603	4090.00
NORTH	ST		400	499	B	94609	4004.00
NORTH	ST		500	599	B	94609	4005.00
NOVELDA	DR		10900	11199	B	94603	4092.00
OAK	ST		1	1199	B	94607	4033.00
OAK	ST		1200	1399	B	94612	4034.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
OAKLAND	AV		200	499	B	94611	4035.00
OAKLAND	AV		501	799	O	94611	4040.00
OAKPORT	ST		4300	5499	B	94601	4073.00
OAKPORT	ST		5500	7699	B	94621	4090.00
OCCIDENTAL	ST		5700	6199	B	94608	4007.00
OCEAN	AV		1100	1249	B	94608	4008.00
OCEAN VIEW	DR		5600	5899	B	94618	4003.00
OCTAVIA	ST		2600	3399	B	94619	4070.00
OLIVE	ST		7700	8199	B	94621	4085.00
OLIVE	ST		8201	8999	O	94621	4096.00
OLIVE	ST		9001	9399	O	94603	4096.00
OLIVE	ST		8200	8998	E	94621	4097.00
OLIVE	ST		9000	9398	E	94603	4097.00
OLIVE	ST		9400	9999	B	94603	4103.00
OLMSTEAD	ST		6600	6899	B	94621	4088.00
OPAL	ST		3800	4199	B	94609	4012.00
ORANGE	ST		100	499	B	94610	4035.00
ORCHID	ST		3300	3399	B	94601	4065.00
ORRAL	ST		7000	7299	B	94621	4086.00
OSCAR	AV		9300	9499	B	94603	4090.00
OUTLOOK	AV		7300	7999	B	94605	4083.00
OVER	ST		3300	3399	B	94619	4070.00
OVERDALE	AV		6150	6198	E	94605	4083.00
PACIFIC	ST		1600	2299	B	94607	4019.00
PALMER	AV		3200	3299	B	94602	4057.00
PALMETTO	ST		2400	2499	B	94602	4066.00
PANAMA	CT		3900	4099	B	94611	4041.00
PARDEE	DR		8400	8599	B	94621	4090.00
PARK	BL		1800	1899	B	94606	4053.00
PARK	BL		1901	1999	O	94606	4053.00
PARK	BL		1900	1998	E	94606	4054.00
PARK	BL		2000	2698	E	94606	4055.00
PARK	BL		2700	2798	E	94606	4056.00
PARK	BL		2800	3498	E	94610	4056.00
PARK	WY		700	999	B	94606	4060.00
PARK VIEW	TR		200	399	B	94610	4037.00
PARKER	AV		2800	3099	B	94605	4083.00
PARKER	AV		2500	2799	B	94605	4084.00
PARKER	AV		2400	2499	B	94605	4085.00
PARTRIDGE	AV		2800	3199	B	94605	4083.00
PARTRIDGE	AV		3201	3499	O	94605	4083.00
PATRICIA	CT		10400	10499	B	94603	4092.00
PAXTON	AV		3300	3499	B	94601	4065.00
PEABODY	LN		1100	1249	B	94608	4008.00
PEACH	ST		9200	9399	B	94603	4097.00
PEACH	ST		9400	9799	B	94603	4102.00
PEARL	ST		1	149	B	94611	4035.00
PEARL	ST		150	199	B	94611	4035.00
PEARMAIN	ST		9800	10899	B	94603	4093.00
PENDLETON	WY		400	499	B	94621	4090.00
PENNIMAN	AV		3400	3499	B	94602	4066.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
PENNIMAN	AV		3500	4199	B	94619	4070.00
PENNIMAN	CT		4000	4199	B	94619	4070.00
PENNIMAN	AV		4400	4699	B	94619	4076.00
PERALTA	ST		2800	3598	E	94608	4015.00
PERALTA	ST		2200	2798	E	94607	4016.00
PERALTA	ST		1401	2799	O	94607	4017.00
PERALTA	ST		2801	3605	O	94608	4017.00
PERALTA	ST		701	1399	O	94607	4018.00
PERALTA	ST		300	699	B	94607	4019.00
PERALTA	ST		700	2198	E	94607	4022.00
PERKINS	ST		453	549	O	94610	4034.00
PERKINS	ST		100	199	B	94610	4035.00
PERKINS	ST		400	451	B	94610	4037.00
PERKINS	ST		401	451	O	94610	4037.00
PERKINS	ST		452	548	E	94610	4037.00
PEROLY	CT		1	99	B	94601	4063.00
PERRY	PL		150	199	B	94610	4035.00
PETERSON	ST		1	799	B	94601	4061.00
PHELPS	ST		400	499	B	94603	4090.00
PIEDMONT	AV		3300	3749	B	94611	4035.00
PIEDMONT	AV		3750	3999	B	94611	4040.00
PIEDMONT	AV		4000	5099	B	94611	4041.00
PIERSON	ST		3300	3599	B	94619	4078.00
PINE	ST		700	1199	B	94607	4017.00
PINE	ST		300	699	B	94607	4019.00
PIPPIN	ST		9800	10899	B	94603	4093.00
PLEASANT	ST		2400	2599	B	94602	4064.00
PLEASANT	ST		2600	2799	B	94602	4066.00
PLEASANT VALLEY	AV		1700	2599	B	94611	4041.00
PLEASANT VALLEY	CT	N	4301	4599	O	94611	4041.00
PLEASANT VALLEY	CT	S	4300	4598	E	94611	4041.00
PLEITNER	AV		3000	3299	B	94602	4066.00
PLYMOUTH	ST		7800	8199	B	94621	4085.00
PLYMOUTH	ST		8200	8999	B	94621	4096.00
PLYMOUTH	ST		9000	9399	B	94603	4096.00
PLYMOUTH	ST		9400	9999	B	94603	4103.00
PLYMOUTH	ST		10000	10499	B	94603	4104.00
POIRIER	ST		600	699	B	94609	4005.00
PONTIAC	ST		10400	10699	B	94603	4093.00
POPLAR	ST		2800	2999	B	94608	4015.00
POPLAR	ST		2200	2799	B	94607	4016.00
POPLAR	ST		1	699	B	94607	4019.00
POPLAR	CT		700	999	B	94607	4021.00
POPLAR	ST		700	1198	E	94607	4021.00
POPLAR	ST		701	1399	O	94607	4021.00
POPLAR	ST		1200	1398	E	94607	4023.00
POPLAR	ST		1400	2199	B	94607	4023.00
PORTER	ST		4000	4299	B	94619	4070.00
PORTWOOD	AV		800	999	B	94601	4061.00
POTTER	ST		2400	2499	B	94601	4076.00
POWELL	ST		1100	1230	E	94608	4008.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
POWELL	ST		1249	1249	O	94608	4008.00
PRENTISS	PL		2600	3299	B	94601	4065.00
PRINCETON	ST		5300	5399	B	94601	4074.00
PRINCETON	ST		5400	5499	B	94601	4075.00
PRUNE	ST		700	899	B	94603	4093.00
PUEBLO	DR		10800	10899	B	94603	4092.00
QUIGLEY	LN		3400	3499	B	94602	4066.00
QUIGLEY	PL		4200	4299	B	94619	4070.00
QUIGLEY	ST		3500	4049	B	94619	4070.00
RACINE	ST		5900	6399	B	94609	4005.00
RACINE	ST		5800	5899	B	94609	4006.00
RAILROAD	AV		8500	8799	B	94621	4090.00
RAMONA	AV		1	79	B	94611	4041.00
RANDOLPH	AV		3200	3399	B	94602	4057.00
RANDWICK	AV		1	199	B	94611	4035.00
RANSOM	AV		2100	2499	B	94601	4071.00
RAYMOND	ST		6400	6599	B	94609	4005.00
READE	RD		4800	4999	B	94601	4073.00
REDDING	ST		3500	4299	B	94619	4070.00
REDDING	PL		1	99	B	94619	4078.00
REDDING	ST		4400	4799	B	94619	4078.00
REDONDO	AV		5200	5299	B	94618	4003.00
REGENT	ST		6400	6699	B	94618	4004.00
RENWICK	ST		2400	2599	B	94601	4076.00
RENWICK	ST		2600	2799	B	94619	4076.00
REPOSO	DR		10900	10999	B	94603	4092.00
RHODA	AV		3400	3499	B	94602	4066.00
RICH	ST		400	499	B	94609	4011.00
RICHMOND	AV		2800	2899	B	94611	4035.00
RICHMOND	BL		3000	3799	B	94611	4035.00
RIDGEWAY	AV		100	299	B	94611	4041.00
RIO VISTA	AV		1	199	B	94611	4040.00
RITCHIE	ST		2800	2999	B	94605	4083.00
RITCHIE	ST		2500	2799	B	94605	4084.00
RITCHIE	ST		2400	2499	B	94605	4085.00
ROBLEDO	DR		10900	11199	B	94603	4092.00
ROBLEY	TR		3900	3999	B	94611	4040.00
RONADA	AV		1	71	O	94611	4041.00
ROSE	AV		901	1199	O	94611	4041.00
ROSEDALE	AV		1900	2399	B	94601	4071.00
ROSEDALE	AV		1500	1899	B	94601	4072.00
ROSSMOOR	AV		400	499	B	94603	4090.00
ROSSMOOR	CT		1	99	B	94603	4090.00
ROYAL	ST		900	999	B	94603	4093.00
ROYAL ANN	ST		10200	10699	B	94603	4093.00
RUBY	ST		3700	3999	B	94609	4011.00
RUDSDALE	ST		6900	7299	B	94621	4088.00
RUDSDALE	ST		7300	8099	B	94621	4089.00
RUDSDALE	ST		8100	8198	E	94621	4089.00
RUDSDALE	ST		8101	8199	O	94621	4095.00
RUSSET	ST		10501	10999	O	94603	4093.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
RUTHERFORD	ST		2000	2099	B	94601	4062.00
SALEM	ST		6400	6499	B	94608	4008.00
SALISBURY	ST		3400	3499	B	94601	4065.00
SAN ANTONIO	WY		1500	2299	B	94606	4059.00
SAN CARLOS	AV		4300	4699	B	94601	4076.00
SAN JUAN	ST		3700	4099	B	94601	4071.00
SAN LEANDRO	ST		3200	4299	B	94601	4061.00
SAN LEANDRO	ST		4300	5499	B	94601	4073.00
SAN LEANDRO	ST		5500	5899	B	94621	4073.00
SAN LEANDRO	ST		5900	6899	B	94621	4088.00
SAN LEANDRO	ST		6900	7498	E	94621	4088.00
SAN LEANDRO	ST		6901	7299	O	94621	4088.00
SAN LEANDRO	ST		7301	7699	O	94621	4089.00
SAN LEANDRO	ST		7500	7698	E	94621	4089.00
SAN LEANDRO	ST		7700	8099	B	94621	4089.00
SAN LEANDRO	ST		9800	11099	B	94603	4093.00
SAN LEANDRO	ST		8500	8999	B	94621	4094.00
SAN LEANDRO	ST		9000	9799	B	94603	4094.00
SAN LEANDRO	ST		8100	8499	B	94621	4095.00
SAN PABLO	AV		5800	6799	B	94608	4008.00
SAN PABLO	AV		4900	5798	E	94608	4009.00
SAN PABLO	AV		5301	5799	O	94608	4009.00
SAN PABLO	AV		2250	2798	E	94612	4014.00
SAN PABLO	AV		2800	3598	E	94608	4014.00
SAN PABLO	AV		2801	3603	O	94608	4015.00
SAN PABLO	AV		2251	2799	O	94612	4016.00
SAN PABLO	AV		2001	2099	O	94612	4027.00
SAN PABLO	AV		2100	2249	B	94612	4027.00
SAN PABLO	AV		1400	1999	B	94612	4028.00
SAN PABLO	AV		2000	2098	E	94612	4028.00
SANTA CLARA	AV		50	99	B	94610	4035.00
SANTA RITA	ST		2100	4299	B	94601	4071.00
SAUSAL	ST		1751	1807	O	94602	4064.00
SCHOOL	ST		2600	2699	B	94602	4064.00
SCHOOL	ST		2700	3499	B	94602	4066.00
SCHYLER	ST		2900	2999	B	94602	4066.00
SCOVILLE	ST		5500	5699	B	94621	4075.00
SEMINARY	AV		1101	1399	O	94621	4073.00
SEMINARY	AV		1401	2199	O	94621	4075.00
SEMINARY	AV		2201	2599	O	94605	4075.00
SEMINARY	CT		5800	5899	B	94605	4075.00
SEMINARY	AV		3301	3699	O	94605	4078.00
SEMINARY	AV		5900	6298	E	94605	4078.00
SEMINARY	AV		6201	6299	O	94605	4083.00
SEMINARY	AV		1400	2198	E	94621	4087.00
SEMINARY	AV		2200	3098	E	94605	4087.00
SEMINARY	AV		1100	1398	E	94621	4088.00
SEXTUS	RD		200	299	B	94603	4090.00
SHAFTER	AV		5100	5699	B	94618	4003.00
SHAFTER	AV		3700	5099	B	94609	4012.00
SHATTUCK	AV		5200	5399	B	94609	4003.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIRECTION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
SHATTUCK	AV		5900	6699	B	94609	4005.00
SHATTUCK	AV		5400	5899	B	94609	4006.00
SHATTUCK	AV		4400	5199	B	94609	4011.00
SHEFFIELD	AV		2900	3260	B	94602	4064.00
SHEFFIELD	AV		3261	3405	O	94602	4064.00
SHONE	AV		3301	3799	O	94605	4083.00
SHONE	AV		3700	4099	B	94605	4083.00
SHOREY	ST		1800	1899	B	94607	4017.00
SHORT	ST		2600	2999	B	94619	4070.00
SIMMONS	ST		3300	3599	B	94619	4078.00
SNELL	ST		6900	7499	B	94621	4088.00
SNELL	ST		7500	7699	B	94621	4089.00
SOLANO	WY		1400	2215	B	94606	4060.00
SONOMA	WY		1400	2299	B	94606	4059.00
SPENCER	ST		6900	7299	B	94621	4088.00
SPENCER	ST		7300	7699	B	94621	4089.00
SPRINGFIELD	ST		9800	9899	B	94603	4102.00
ST ELMO	DR		9800	9999	B	94603	4091.00
STANFORD	AV		800	949	B	94608	4007.00
STANFORD	AV		950	1246	E	94608	4008.00
STANFORD	AV		951	1239	O	94608	4009.00
STANLEY	PL		1	99	B	94611	4035.00
STAR	AV		3200	3299	B	94619	4070.00
STATEN	AV		400	499	B	94610	4037.00
STERLING	DR		7500	7799	B	94605	4083.00
STERLING	DR		7800	7998	E	94605	4083.00
STERLING	DR		7801	8199	O	94605	4083.00
STONE	ST		700	899	B	94603	4093.00
STONEFORD	AV		300	599	B	94603	4091.00
STORER	AV		3200	3599	B	94619	4078.00
STOW	AV		400	499	B	94606	4053.00
STUART	ST		3100	3399	B	94602	4057.00
SUMMIT	ST		2800	3199	B	94609	4013.00
SUNKIST	DR		6800	7999	B	94605	4083.00
SUNKIST	DR		8001	8199	O	94605	4083.00
SUNNYMERE	AV		6200	7099	B	94605	4083.00
SUNNYSIDE	ST		9000	9399	B	94603	4097.00
SUNNYSIDE	ST		9400	9999	B	94603	4103.00
SUNNYSIDE	ST		10000	10999	B	94603	4104.00
SUNSET	AV		2600	2899	B	94601	4065.00
SUNSHINE	CT		1400	1699	B	94621	4085.00
SURRYHNE	ST		3200	3399	B	94608	4017.00
SUTER	ST		3000	3499	B	94602	4066.00
SUTER	ST		3500	4299	B	94619	4070.00
SYCAMORE	ST		500	599	B	94612	4013.00
SYCAMORE	ST		600	899	B	94612	4014.00
TAFT	AV		5400	5899	B	94618	4003.00
TARTARIAN	ST		700	799	B	94603	4093.00
TELEGRAPH	AV		5100	5598	E	94609	4003.00
TELEGRAPH	AV		5201	5599	O	94609	4003.00
TELEGRAPH	AV		5600	6398	E	94609	4004.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM	END NUM	SIDE OF ST	ZIP CODE	CENSUS TRACT #
TELEGRAPH	AV		6400	6698	E	94609	4004.00
TELEGRAPH	AV		5901	6299	O	94609	4005.00
TELEGRAPH	AV		6301	6699	O	94609	4005.00
TELEGRAPH	AV		5601	5899	O	94609	4006.00
TELEGRAPH	AV		3500	3998	E	94609	4011.00
TELEGRAPH	AV		3601	3999	O	94609	4011.00
TELEGRAPH	AV		4000	5099	B	94609	4011.00
TELEGRAPH	AV		5101	5199	O	94609	4011.00
TELEGRAPH	AV		2250	2799	B	94612	4013.00
TELEGRAPH	AV		2800	3499	B	94609	4013.00
TELEGRAPH	AV		3501	3599	O	94609	4013.00
TELEGRAPH	AV		1400	2249	B	94612	4028.00
TERMINAL	ST		600	600	E	94607	4017.00
TERRACE	ST		4100	4399	B	94611	4041.00
TEVIS	ST		5800	5899	B	94621	4073.00
TEVIS	ST		5900	6299	B	94621	4088.00
TEXAS	ST		3000	3199	B	94602	4066.00
THOMPSON	ST		4500	4699	B	94601	4076.00
TIDEWATER	AV		4300	4999	B	94601	4073.00
TOLER	AV		9800	9899	B	94603	4102.00
TOPANGA	DR		10500	10699	B	94603	4092.00
TRASK	ST		5500	5899	B	94605	4075.00
TRASK	ST		5001	5499	O	94601	4076.00
TREMONT	ST		6500	6699	B	94609	4005.00
TULLY	PL		3000	3299	B	94605	4083.00
TUNIS	RD		100	299	B	94603	4090.00
TYLER	ST		600	799	B	94603	4090.00
TYRRELL	ST		4600	4699	B	94601	4076.00
UNDERWOOD	AV		5300	5399	B	94613	4078.00
UNION	ST		2800	3399	B	94608	4015.00
UNION	ST		2200	2799	B	94607	4016.00
UNION	ST		1	499	B	94607	4019.00
UNION	ST		500	1199	B	94607	4021.00
UNION	ST		1200	2199	B	94607	4023.00
UTAH	ST		8001	8199	O	94605	4083.00
VALDEZ	ST		2300	2499	B	94612	4035.00
VALDEZ	ST		2601	2699	O	94612	4035.00
VALE	AV		3300	3399	B	94619	4070.00
VALENTINE	ST		7500	7699	B	94605	4083.00
VALLECITO	PL		2700	2899	B	94606	4057.00
VALLEJO	ST		5800	6398	E	94608	4008.00
VALLEJO	ST		5500	5798	E	94608	4009.00
VALLEY	ST		2250	2399	B	94612	4013.00
VALLEY	ST		2149	2149	O	94612	4028.00
VALLEY	ST		2200	2249	B	94612	4028.00
VAN BUREN	AV		250	349	B	94610	4037.00
VAN BUREN	AV		351	499	O	94610	4037.00
VAN BUREN	AV		501	599	O	94610	4037.00
VAN MOURIK	AV		3900	4099	B	94605	4083.00
VERNON	ST		1	249	O	94610	4035.00
VERNON	ST		251	449	O	94610	4035.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
VERNON	TR		150	199	B	94610	4035.00
VERNON	ST		2	248	E	94610	4037.00
VICENTE	WY		5400	5599	B	94609	4003.00
VICENTE	ST		5600	5799	B	94609	4004.00
VICKSBURG	AV		1700	1899	B	94601	4074.00
VICKSBURG	AV		1900	2399	B	94601	4076.00
VICTORY	CT		1	49	B	94607	4033.00
VIEW	PL		4400	4499	B	94611	4041.00
VIEW	ST		4300	4439	B	94611	4041.00
VIOLA	ST		2600	2999	B	94619	4070.00
VIOLA	ST		3200	3399	B	94619	4070.00
VIRGINIA	AV		4301	4999	O	94619	4076.00
VIRGINIA	AV		4300	4998	E	94619	4078.00
VOLTAIRE	AV		9900	10999	B	94603	4102.00
WADEAN	PL		5400	5499	B	94601	4074.00
WAKEFIELD	AV		2500	2699	B	94606	4058.00
WALLACE	ST		2400	2699	B	94606	4058.00
WALNUT	ST		3900	4299	B	94619	4070.00
WALNUT	ST		4300	4899	B	94619	4076.00
WALNUT	ST		9000	9399	B	94603	4096.00
WALNUT	ST		9400	9999	B	94603	4103.00
WALNUT	ST		10000	10499	B	94603	4104.00
WALTER	AV		9200	9799	B	94603	4090.00
WARD	LN		3100	3199	B	94602	4066.00
WARNER	AV		2200	2499	B	94603	4102.00
WARNER	AV		1900	2099	B	94603	4103.00
WARREN	AV		1	199	B	94611	4035.00
WASHINGTON	ST		500	1199	B	94607	4031.00
WASHINGTON	ST		1	499	B	94607	4032.00
WATTLING	ST		3800	4299	B	94601	4061.00
WATTS	ST		3600	3617	B	94608	4017.00
WAVERLY	ST		2300	2399	B	94612	4035.00
WAYNE	AV		200	499	B	94606	4053.00
WAYNE	PL		300	399	B	94606	4053.00
WEBSTER	ST		3501	5099	O	94609	4011.00
WEBSTER	ST		3500	5098	E	94609	4012.00
WEBSTER	ST		2700	2799	B	94612	4013.00
WEBSTER	ST		2800	3499	B	94609	4013.00
WEBSTER	ST		1400	2099	B	94612	4029.00
WEBSTER	ST		2100	2216	E	94612	4029.00
WEBSTER	ST		2101	2213	O	94612	4029.00
WEBSTER	ST		500	1199	B	94607	4030.00
WEBSTER	ST		1200	1399	B	94612	4030.00
WEBSTER	ST		1	499	B	94607	4032.00
WEBSTER	ST		2215	2699	O	94612	4035.00
WEBSTER	ST		2218	2698	E	94612	4035.00
WELD	ST		7300	7899	B	94621	4085.00
WELD	ST		6900	7299	B	94621	4086.00
WENTWORTH	AV		5200	5399	B	94601	4074.00
WENTWORTH	AV		5400	5499	B	94601	4075.00
WESLEY	AV		400	499	B	94606	4053.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG NUM	END NUM	SIDE OF ST	ZIP CODE	CENSUS TRACT #
WEST	ST		5200	5299	B	94608	4007.00
WEST	ST		3526	5199	B	94608	4010.00
WEST	ST		2500	2799	B	94612	4014.00
WEST	ST		2800	3425	B	94608	4014.00
WEST	ST		2250	2499	B	94612	4016.00
WEST	ST		1100	1199	B	94607	4026.00
WEST	ST		1200	1399	B	94612	4026.00
WEST	ST		1400	2249	B	94612	4027.00
WESTALL	AV		1	199	B	94611	4035.00
WHEELER	ST		6500	6599	B	94609	4005.00
WHITMORE	PL		1	49	B	94611	4041.00
WHITMORE	ST		200	299	B	94611	4041.00
WHITNEY	ST		5900	5999	B	94609	4005.00
WHITNEY	ST		6500	6699	B	94609	4005.00
WILDA	AV		3900	3999	B	94611	4040.00
WILLIAM	ST		500	699	B	94612	4028.00
WILLOW	ST		1400	2799	B	94607	4017.00
WILLOW	ST		700	1399	B	94607	4018.00
WILLOW	ST		200	699	B	94607	4019.00
WILSON	AV		3400	3499	B	94602	4066.00
WILSON	PL		3300	3399	B	94602	4066.00
WINTHROPE	ST		7800	8099	B	94605	4083.00
WISTAR	RD		200	299	B	94603	4090.00
WOOD	ST		701	1399	O	94607	4017.00
WOOD	ST		1400	2799	B	94607	4017.00
WOOD	ST		2800	3699	B	94608	4017.00
WOOD	ST		700	1398	E	94607	4018.00
WOOD	ST		300	699	B	94607	4019.00
WOODBINE	AV		2000	2199	B	94602	4064.00
WORTH	ST		400	499	B	94603	4090.00
WRIGHT	ST		100	199	B	94614	4090.00
WYMAN	PL		1	99	B	94619	4078.00
WYMAN	ST		3200	3499	B	94619	4078.00
YERBA BUENA	AV		900	1099	B	94608	4010.00
YERBA BUENA	AV		1380	1599	B	94608	4017.00
YGNACIO	AV		4400	5499	B	94601	4076.00
YOSEMITE	AV		1	99	B	94611	4040.00
PRESERVATION PARI	WY		1200	1299	B	94612	4026.00
EASTMONT	ML		1	299	B	94605	4086.00
WATER	ST		400	599	B	94607	4032.00
INTERNATIONAL	BL		100	498	E	94606	4053.00
INTERNATIONAL	BL		500	1298	E	94606	4054.00
INTERNATIONAL	BL		1300	2298	E	94606	4059.00
INTERNATIONAL	BL		101	2299	O	94606	4060.00
INTERNATIONAL	BL		2301	4299	O	94601	4061.00
INTERNATIONAL	BL		2300	3198	E	94601	4062.00
INTERNATIONAL	BL		3200	4298	E	94601	4072.00
INTERNATIONAL	BL		4301	5499	O	94601	4073.00
INTERNATIONAL	BL		5501	5899	O	94621	4073.00
INTERNATIONAL	BL		4300	5498	E	94601	4074.00
INTERNATIONAL	BL		5500	5898	E	94621	4075.00

CITY OF OAKLAND
TARGETED EMPLOYMENT AREA

CITY STREET	STREET TYPE	DIREC-TION	BEG. NUM.	END NUM.	SIDE OF ST.	ZIP CODE	CENSUS TRACT #
INTERNATIONAL	BL		7300	8198	E	94621	4085.00
INTERNATIONAL	BL		6650	7298	E	94621	4086.00
INTERNATIONAL	BL		5900	6648	E	94621	4087.00
INTERNATIONAL	BL		5901	7299	O	94621	4088.00
INTERNATIONAL	BL		7301	8199	O	94621	4089.00
INTERNATIONAL	BL		9801	10699	O	94603	4093.00
INTERNATIONAL	BL		8901	8999	O	94621	4094.00
INTERNATIONAL	BL		9001	9799	O	94603	4094.00
INTERNATIONAL	BL		8201	8899	O	94621	4095.00
INTERNATIONAL	BL		8200	8998	E	94621	4096.00
INTERNATIONAL	BL		9000	9398	E	94603	4096.00
INTERNATIONAL	BL		9400	9998	E	94603	4103.00
INTERNATIONAL	BL		10000	10998	E	94603	4104.00

Exhibit C

CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program

[See attached]

Note: The document attached is the form of CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program attached to the City Council and ORSA resolutions authorizing the project approvals (Attachment C to June 12, 2012 Agenda Report). In the event the City makes any conforming, technical corrections to the attached form consistent with such project approvals, the City shall replace the current attachment with the corrected attachment

STANDARD CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM

This Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCA/MMRP) is based on the Initial Study/Addendum (IS/A) prepared for the 2012 OARB Project. This SCA/MMRP is in compliance with Section 15097 of the CEQA Guidelines, which requires that the Lead Agency "adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The SCA/MMRP lists mitigation measures recommended in the IS/A and identifies mitigation monitoring requirements, as well as the City's Standard Conditions of Approval identified in the IS/A as measures that would minimize potential adverse effects that could result from implementation of the project, to ensure the conditions are implemented and monitored. In addition, "recommended measures", not required by CEQA are also included in this SCA/MMRP.[1]

All mitigation measures, Standard Conditions of Approval, and recommended measures identified in the 2012 OARB IS/A are included herein. To the extent that there is any inconsistency between the SCA and Mitigation Measures, the more restrictive conditions shall govern; to the extent any mitigation measures, recommended measures and/or Standard Conditions of Approval identified in the 2012 OARB IS/A were inadvertently omitted, they are automatically incorporated herein by reference.

Mitigation measures from the 2002 EIR that are applicable to the 2012 OARB Project retain the same numbering; each new mitigation measures is numbered according to the section of the IS/A from which it is derived. For example, Mitigation Measure 3.16-1 is the first new mitigation measure identified in the Section 3.16 Traffic and Transportation of the IS/A. The Standard Conditions are identified with the prefix SCA- followed by an abbreviation of the environmental topic to which is applies (e.g., SCA AES-1 is the first SCA relating to aesthetic impacts).

- The first column indicates the environmental impact as identified in the 2002 EIR and the 2012 IS/A;
- The second column identifies the Standard Condition of Approval (SCA), mitigation measure (MM) or recommended measure applicable to that impact in the 2002 EIR and the 2012 IS/A;
- The third column identifies the monitoring schedule or timing applicable to the 2012 Project; and
- The fourth column names the party responsible for monitoring the required action for the 2012 Project.[2]

---

[1] There may be differences between Appendix J: 2012 Mitigation and Monitoring Program Roadmap ("Roadmap") of the IS/A, whose purpose is to show the differences between mitigation measures, Standard Conditions of Approval, and recommended measures from the 2002 EIR and those from the 2012 OARB Project IS/A, and this SCA/MMRP. Any differences between the Roadmap and this SCA/MMRP represent inadvertent omissions; the Roadmap was provided for informational purposes only.

[2] At various places throughout the IS/A, Mitigation Measures and Standard Conditions of Approval indicate that the project sponsor, project applicant, developer, City and/or Port are responsible for implementation. Regardless of such, the City within its jurisdiction and the Port within its jurisdiction are responsible for implementing the Mitigation Measures and/or Standard Conditions of Approval. Where both the City and Port jurisdictions are involved, both entities are responsible. The Port will impose the City of Oakland SCA where the 2012 Project requires building and electrical permits, which apply to most projects at the Port. The Port Engineering Department shall review as appropriate any mitigations and SCAs for components of the Project that occur within the Port's jurisdiction.

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
Aesthetics, Wind and Shadows			
1. Would the project create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	**SCA-AES-1: Lighting Plan:** The proposed lighting fixtures shall be adequately shielded to a point below the light bulb and reflector and that prevent unnecessary glare onto adjacent properties. Plans shall be submitted to the Planning and Zoning Division and the Electrical Services Division of the Public Works Agency for review and approval. All lighting shall be architecturally integrated into the site.	Prior to the issuance of an electrical or building permit.	City/Port
	Mitigation 4.11-1: New lighting shall be designed to minimize off-site light spillage; "stadium" style lighting shall be prohibited. Modern security lighting is available that directs light toward a specific site, and substantially reduces spillage of light onto adjacent properties. The City shall require the use of such directional lighting as a condition of approval for redevelopment projects throughout the project area. In no case shall the City allow the use of stadium-style lighting, which directs light outward across a broad area.	Prior to the issuance of an electrical or building permit.	City/Port
2. Would the project introduce structures or landscape that would now or in the future cast substantial shadow on existing solar collectors (in conflict with California Public Resources Code §§ 25980-25986), photovoltaic cells, or impair the function of a building using passive solar heat collection?	**Mitigation 4.11-3:** New active or passive solar systems within or adjacent to the project area shall be set back from the property line a minimum of 25 feet. Through design review, the City shall ensure that proposed solar systems are not located in a manner that would unduly restrict design of future development. Such conflicts are to be resolved in design review. If the proposed solar system cannot be designed to accommodate adjacent actions, it shall be disallowed.	Prior to the issuance of an electrical or building permit.	City/Port
	Mitigation 4.11-4: New construction within the Gateway development area adjacent to a parcel containing permitted or existing active or passive solar systems shall demonstrate through design review that the proposed structures shall not substantially impair operation of existing solar systems. Through design review, the City shall ensure that the effectiveness an operation of existing or permitted active or passive solar systems shall not be substantially impaired. The design of the subsequent proposed structures shall be modified so as not to have such an adverse effect.	Prior to the issuance of an electrical or building permit.	City
	Mitigation 4.11-5: The City and Port shall coordinate with respect to the design of new, permanent buildings constructed along the Port/Gateway boundary to minimize conflicts over solar access. The City and Port shall coordinate with one another regarding design of subsequent redevelopment activities within their respective jurisdictions that may affect operation of solar installations in the other's jurisdiction.	Prior to the issuance of an electrical or building permit.	City/Port
3. Would the project cast shadow that substantially impairs the beneficial use of any public or quasi-public park, lawn, garden, or open space?	**Mitigation 4.11-6:** New construction adjacent to a public park or open space shall demonstrate through design review that development shall not substantially impair enjoyment of the public utilizing the space. Through design review, the City shall ensure that new building or landscaping shall not shade existing or proposed parks or open spaces in a manner that would make these public spaces	Prior to the issuance of a building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	substantially less useful or enjoyable to the public. The City may require specific building placement, tiered roofs, or other means of reducing shadow effects on public opens spaces. It is not the intent of this measure to completely eliminate shade in these areas, but to reduce shade to the maximum extent feasible.		
Air Quality			
1. Would the project conflict with or obstruct implementation of the applicable air quality plan?	**SCA AIR-2: Construction-Related Air Pollution Controls (Dust and Equipment Emissions):** During construction, the project applicant shall require the construction contractor to implement all of the following applicable measures recommended by the Bay Area Air Quality Management District (BAAQMD): a) Water all exposed surfaces of active construction areas at least twice daily (using reclaimed water if possible). Watering should be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water should be used whenever possible. b) Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer). c) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. d) Pave all roadways, driveways, sidewalks, etc. as soon as feasible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used. e) Enclose, cover, water twice daily or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.). f) Limit vehicle speeds on unpaved roads to 15 miles per hour. g) Idling times on all diesel-fueled commercial vehicles over 10,000 lbs. shall be minimized either by shutting equipment off when not is use or reducing the maximum idling time to five minutes (as required by Title 13, Section 2485, of the California Code of Regulations. Clear signage to this effect shall be provided for construction workers at all access points. h) Idling times on all diesel-fueled off-road vehicles over 25 horsepower shall be shall be minimized either by shutting equipment off when not is use or reducing the maximum idling time to five minutes and fleet operators must develop a written idling policy (as required by Title 13, Section 2449 of the California Code of Regulations.) i) All construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. j) Post a publicly visible sign that includes the contractor's name and telephone number to contact regarding dust complaints. When contacted, the contractor shall respond and take corrective action within 48 hours. The telephone numbers of contacts at the City and the BAAQMD shall also be visible. This information may be posted on other required on-site signage.	Ongoing throughout demolition, grading, and/or construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	k) All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. l) All excavation, grading, and demolition activities shall be suspended when average wind speeds exceed 20 mph. m) Install sandbags or other erosion control measures to prevent silt runoff to public roadways. n) Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for one month or more). o) Designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holidays and weekend periods when work may not be in progress. p) Install appropriate wind breaks (e.g., trees, fences) on the windward side(s) of actively disturbed areas of the construction site to minimize wind blown dust. Wind breaks must have a maximum 50 percent air porosity. q) Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established. r) The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time. s) All trucks and equipment, including tires, shall be washed off prior to leaving the site. t) Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel. u) All equipment to be used on the construction site and subject to the requirements of Title 13, Section 2449 of the California Code of Regulations ("California Air Resources Board Off-Road Diesel Regulations") must meet Emissions and Performance Requirements one year in advance of any fleet deadlines. The project applicant shall provide written documentation that the fleet requirements have been met. v) Use low VOC (i.e., ROG) coatings beyond the local requirements (i.e., BAAQMD Regulation 8, Rule 3: Architectural Coatings).		
	Mitigation 4.4-3: The Port shall develop and implement a criteria pollutant reduction program aimed at reducing or off-setting Port-related emissions in West Oakland from its maritime and rail operations to less than significant levels, consistent with applicable federal, state and local air quality standards. The program shall be sufficiently funded to strive to reduce emissions from redevelopment related contributors to local West Oakland air quality, and shall continually reexamine potential reductions toward achieving less than significant impacts as new technologies emerge. The adopted program shall define measurable reductions within specific time periods. This program shall be periodically reviewed and updated every one to three years, corresponding to regular updates of the CAP. The review and update shall include, and not be limited to, an assessment of any potential new strategies, a reassessment of funding requirements, technical	Prior to starting operations	Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	feasibility, and cost benefit assumptions. Periodic updates shall be submitted to the City/Port Liaison Committee or its equivalent. The pollutant reduction program shall give priority to emission reduction strategies that address PM_{10} emissions, but shall also provide for reductions in NO_x and ROG emissions. The emission reduction program shall include a list of potential emission reduction strategies. Strategies that shall be included in the program and implemented over the buildout period include: • The Port shall expand its existing cargo handling equipment re-powering and retrofitting program (part of the Berths 55-58 Project air quality mitigation program) to include marine and rail terminal yard equipment added or relocated as part of redevelopment build-out. • The Port shall extend its grant program (part of the Berths 55-58 Project air quality mitigation program) to provide financial incentives to tugboat operators at New Berth 21 and other Port facilities to implement emission reduction control measures or to replace tugboat engines to low NOx technology. • The Port shall require rail terminal operators to use switch engines at the New Intermodal Facility that comply with federal air emission regulations for diesel operated locomotives as set forth in federal air regulations. In addition, the rail terminal operator and the Port are to exchange information with the goal of investigating options to accelerate compliance with Tier 0, 1 and 2 requirements of the federal regulations. • The Port shall not preclude in its design of the New Intermodal Facility the installation of an alternative fueling station and shall to the extent feasible accommodate such a fueling station. • The Port shall encourage ships to implement source control technologies when in the port area (such as reduced hoteling). Other strategies to be included in the Port criteria pollutant reduction program when technically and economically feasible, include: • Inclusion of an alternative fueling facility at the New Intermodal Facility.		
	Mitigation 4.4-4: The City and the Port shall jointly create, maintain and fund on a fair share basis, a truck diesel emission reduction program. The program shall be sufficiently funded to strive to reduce redevelopment related contributions to local West Oakland diesel emissions to less than significant levels, consistent with applicable federal, state and local air quality standards. The adopted program shall define measurable reduction within specific time periods. This program shall be periodically reviewed and updated every one to three years, corresponding to regular updates of the CAP. The review and update shall include, and not be limited to, an assessment of any potential new strategies, a reassessment of funding requirements, technical feasibility, and cost benefit assumptions. Periodic updates shall be submitted to the City/Port Liaison Committee or its equivalent.	Prior to operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	The diesel emissions reduction program shall include a list of potential emission reduction strategies that shall include on-site Port improvements and/or practices; loan, grant or incentive-based programs; and on-going studies. Strategies that shall be included in the diesel emissions reduction program and implemented over the build-out period include the following: 1. On-site Port improvements. • Configure truck parking in the Port to minimize traffic interference and reduce idling times. • Allow easy access to a truck parking facility at the Port 24-hours a day. • Synchronize traffic lights in the Port area to reduce congestion (requires coordination with the City). 2. City/Port loan or grant/incentive programs for local businesses or entities. • Provide incentives for re-powering, retrofitting, electrifying, or switching to alternative fuels to local businesses, franchises or truck fleets operating in West Oakland. Such businesses may include, for example, locally owned and operated trucking operations, refuse and recycling collection vehicles, school buses, Port and/or City fleet vehicles, and US Mail trucks. Other strategies to be included in the diesel emissions reduction program to be examined and incorporate when technically and economically feasible, include the following: 1. On-site Port improvements. • Allow trucks using alternative fuels to the head of queues or have separate gate entrances. 2. On-going studies. • Explore methods to minimize truck idling times at the Port. • Explore and encourage the use of alternative fuels for Port marine, rail and truck operations. • Propose and fund a random roadside heavy duty diesel vehicle (HDDV) emissions testing program and an HDDV repair subsidy program. 3. City/Port loan or grant/incentive programs for local businesses or entities. • Provide subsidies, training programs and/or voucher programs for local West Oakland businesses to conduct timing retard, compressions changes and other adjustments to diesel engines to reduce emissions. • Install oxidative catalyst and particulate traps on diesel engines with low NOx, alternatively fueled or electrified engines.		
	<u>SCA TRANS-1: Parking and Transportation Demand Management</u>, see Traffic and Transportation section below.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
2. Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?	**See above for SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5**		
	SCA AIR-1: Construction Management Plan: The project applicant shall submit to the Planning and Zoning Division and the Building Services Division for review and approval a construction management plan that identifies the conditions of approval and mitigation measures to construction impacts of the project and explains how the project applicant will comply with these construction-related conditions of approval and mitigation measures.	Prior to issuance of a demolition, grading, or building permit	City/Port
	Mitigation 4.4-6: Title 24 of the Uniform Building Code (UBC) requires that new construction include energy-conserving fixtures and designs. Additionally, the City and Port shall implement sustainable development policies and strategies related to new development design and construction. Implementation of UBC requirements would reduce the need for space and water heating that would emit pollutants. City and Port policies and strategies shall be conditioned for all new development within the redevelopment project area. Specific examples may include, and are not limited to the following: • Wood fire heating shall be prohibited in new live/work development. • Where siting allows and where feasible, buildings shall be oriented to take advantage of passive and active climate control designs. • To the maximum extent feasible, central water heating systems shall be installed.	Prior to issuance of a demolition, grading, or building permit	City/Port
3. Would the project result in a cumulatively considerable net increase of any criteria air pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	**See above for SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6**		
	Mitigation Measure 5.4-1: The City and the Port shall encourage, lobby, and potentially participate in emission reduction demonstration projects that promote technological advances in improving air quality. Such encouragement, lobbying, and participation may include the following: • Retrofitting locomotive engines to meet current federal standards. • Using reduced sulfur fuels in ships while the ships are in the San Francisco Bay. • Treating NO_x with selective catalytic reductions. • Implementing random roadside emissions tests and develop a system of fines for trucks not in compliance with emission regulations. • Establishing emissions-based berthing fees. • Buying relatively old, highly polluting cars to take them off the road. Although these programs may assist in advancing emission reduction technologies or implementing emission reduction methods, the incremental contribution of the redevelopment program would remain cumulatively considerable, and the cumulative impact on air quality remains significant and unavoidable	Pre-operations; Operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
4. Would the project result in a cumulatively considerable net increase of any criteria air pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	**See above SCA AIR-1, SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6**		
	SCA AIR-3: Exposure to Air Pollution (Toxic Air Contaminants: Particulate Matter): A. Indoor Air Quality: In accordance with the recommendations of the California Air Resources Board (ARB) and the Bay Area Air Quality Management District, appropriate measures shall be incorporated into the project design in order to reduce the potential health risk due to exposure to diesel particulate matter to achieve an acceptable interior air quality level for sensitive receptors. The appropriate measures shall include **one** of the following methods: 1) The project applicant shall retain a qualified air quality consultant to prepare a health risk assessment (HRA) in accordance with the ARB and the Office of Environmental Health and Hazard Assessment requirements to determine the exposure of project residents/occupants/users to air polluters prior to issuance of a demolition, grading, or building permit. The HRA shall be submitted to the Planning and Zoning Division for review and approval. The applicant shall implement the approved HRA recommendations, if any. If the HRA concludes that the air quality risks from nearby sources are at or below acceptable levels, then additional measures are not required. 2) The applicant shall implement all of the following features that have been found to reduce the air quality risk to sensitive receptors and shall be included in the project construction plans. These features shall be submitted to the Planning and Zoning Division and the Building Services Division for review and approval prior to the issuance of a demolition, grading, or building permit and shall be maintained on an ongoing basis during operation of the project. a) Redesign the site layout to locate sensitive receptors as far as possible from any freeways, major roadways, or other sources of air pollution (e.g., loading docks, parking lots). b) Do not locate sensitive receptors near distribution center's entry and exit points. c) Incorporate tiered plantings of trees (redwood, deodar cedar, live oak, and/or oleander) to the maximum extent feasible between the sources of pollution and the sensitive receptors. d) Install, operate and maintain in good working order a central heating and ventilation (HV) system or other air take system in the building, or in each individual residential unit, that meets or exceeds an efficiency standard of MERV 13. The HV system shall include the following features: Installation of a high efficiency filter and/or carbon filter to filter particulates and other chemical matter from entering the building. Either HEPA filters or ASHRAE 85% supply filters shall be used. e) Retain a qualified HV consultant or HERS rater during the design phase of the project to locate the HV system based on exposure modeling from the pollutant sources. f) Install indoor air quality monitoring units in buildings.	Prior to issuance of a demolition, grading, or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	g) Project applicant shall maintain, repair and/or replace HV system on an ongoing and as needed basis or shall prepare an operation and maintenance manual for the HV system and the filter. The manual shall include the operating instructions and the maintenance and replacement schedule. This manual shall be included in the CC&Rs for residential projects and distributed to the building maintenance staff. In addition, the applicant shall prepare a separate homeowners manual. The manual shall contain the operating instructions and the maintenance and replacement schedule for the HV system and the filters. B. Outdoor Air Quality: To the maximum extent practicable, individual and common exterior open space, including playgrounds, patios, and decks, shall either be shielded from the source of air pollution by buildings or otherwise buffered to further reduce air pollution for project occupants.		
Biological Resources			
1. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	**SCA BIO-1: Tree Removal During Breeding Season:** To the extent feasible, removal of any tree and/or other vegetation suitable for nesting of raptors shall not occur during the breeding season of March 15 through August 15. If tree removal must occur during the breeding season, all sites shall be surveyed by a qualified biologist to verify the presence or absence of nesting raptors or other birds. Pre-removal surveys shall be conducted within 15 days prior to start of work from March 15 through May 31, and within 30 days prior to the start of work from June 1 through August 15. The pre-removal surveys shall be submitted to the Planning and Zoning Division and the Tree Services Division of the Public Works Agency. If the survey indicates the potential presences of nesting raptors or other birds, the biologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The size of the nest buffer will be determined by the biologist in consultation with the CDFG, and will be based to a large extent on the nesting species and its sensitivity to disturbance. In general, buffer sizes of 200 feet for raptors and 50 feet for other birds should suffice to prevent disturbance to birds nesting in the urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.	Prior to issuance of a tree removal permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA BIO-5 Regulatory Permits and Authorizations: Prior to construction in or near the water, the project applicant shall obtain all necessary regulatory permits and authorizations, including without limitation, from the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Board (RWQCB), San Francisco Bay Conservation and Development Commission (BCDC) and the City of Oakland, and shall comply with all conditions issued by applicable agencies. Required permit approvals and certifications may include, but not be limited to the following: a) U.S. Army Corps of Engineers (Corps): Section 404. Permit approval from the Corps shall be obtained for the placement of dredge or fill material in Waters of the U.S., if any, within the interior of the project site, pursuant to Section 404 of the federal Clean Water Act. b) Regional Walter Quality Control Board (RWQCB): Section 401 Water Quality Certification. Certification that the project will not violate state water quality standards is required before the Corps can issue a 404 permit, above. c) San Francisco Bay Conservation and Development Commission (BCDC) approvals.	Prior to issuance of a demolition, grading, or building permit within vicinity of the shoreline	City/Port
	Mitigation Measure 4.12-5: A qualified observer shall be present on site during all in-water construction activities near potential herring spawning areas between December 1 and March 1. This measure shall be enforced via contract specifications. The observer shall have the authority to redirect, but not to stop work.	During construction	City/Port
	Mitigation Measure 4.12-6: If spawning is observed, in-water construction activities shall be redirected for 200 meters around the spawning area for two weeks. Work may resume in the spawning area after two weeks, providing additional spawning does not occur. This measure shall be enforced via contract specifications.	During construction	City/Port
	Mitigation Measure 4.12-10: The Port shall continue to enforce its tariff requirements regarding ballast water and if the State law sunsets, shall implement the remainder of its ballast water ordinance, as it may be amended from time to time. Item No. 02215 of the Port's tariff (its operating rules and regulations) defines the Port's Ballast Water Management Program. Among other things, the Port's program compiles information regarding the ballasting behavior of carriers calling at the Port of Oakland. This information is expected to be valuable in crafting durable solutions to the problems ballast water-borne invasive species pose to the ecology of the Bay, and to invasive species issues elsewhere. This mitigation measure would continue the Port's program through the build-out year of this project, or 2020, or until required by regulatory permit conditions, whichever is later. Should portions of the Port's program be redundant to federal, state, or regional programs, or be pre-empted by such programs, the Port will continue to operate those non-pre-empted portions of its program that provide information not obtained through other programs.	During construction	Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Modified Mitigation Measure 4.12-11: The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall continue to develop and implement a carrier ballast water education program. Either by itself or by participating in programs by others, *e.g.*, Sea Grant, the Port shall create a program to educate ocean carriers regarding the potential harm of ballasting activities. The program shall at a minimum, include the following elements: • Educate carriers to all applicable regulations and guidelines. • Inform carriers of the benefits of ships constructed with internal ballast water transfer systems. These systems allow ballast water to be shifted internally from tank to tank, minimizing or eliminating the need for discharge of ballast water when ships are at berth • Encourage carriers to purchase internally-ballasting vessels when they place orders for new ships. • Educate carriers regarding potential benefits of reducing ballast water discharges, even if ballast water has already been exchanged in the open ocean.	Operations	City/Port
	Modified Mitigation Measure 4.12-12: The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall support international and United States efforts to adopt uniform international or national standards to avoid introduction of exotic species through shipping activities.	Operations	City/Port
	Mitigation Measure 3.4-1a: The developer shall submit a Landscape Plan for City review and approval. The plan shall not include tall ornamental trees that could provide perches for raptors in the northern project site, in the vicinity of Gateway Park. **Mitigation Measure 3.4-1b:** The developer shall submit a Lighting Plan for City review and approval. The plan shall note that raptor deterrents shall be placed on light standards in the northern project site, in the vicinity of Gateway Park, or lighting fixtures or posts in the area shall have limited horizontal elements which could be used as perches.	Prior to issuance of a building permit, associated with the Planned Unit Development (PUD) process	City/Port
2. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	**See above for Modified 2002 EIR Mitigation Measures 4.12-11 and 4.12-12**		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
3. Would the project have a substantial adverse effect on federally protected wetlands (as defined by Section 404 of the Clean Water Act) or state protected wetlands, through direct removal, filling, hydrological interruption, or other means?	**See above for SCA BIO-5**		
4. Would the project substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	**See above for Mitigation Measures 4.12-5, 4.12-6, 4.12-11 and 4.12-12**		
5. Would the project fundamentally conflict with the City of Oakland Tree Protection Ordinance (Oakland Municipal Code (OMC) Chapter 12.36) by removal of protected trees under certain circumstances?	**SCA BIO-2: Tree Removal Permit:** Prior to removal of any protected trees, per the Protected Tree Ordinance, located on the project site or in the public right-of-way adjacent to the project, the project applicant must secure a tree removal permit from the Tree Division of the Public Works Agency, and abide by the conditions of that permit.	Prior to issuance of a demolition, grading, or building permit.	City/Port
	SCA BIO-3: Tree Replacement Plantings: Replacement plantings shall be required for erosion control, groundwater replenishment, visual screening and wildlife habitat, and in order to prevent excessive loss of shade, in accordance with the following criteria: a) No tree replacement shall be required for the removal of nonnative species, for the removal of trees which is required for the benefit of remaining trees, or where insufficient planting area exists for a mature tree of the species being considered. b) Replacement tree species shall consist of Sequoia sempervirens (Coast Redwood), Quercus agrifolia (Coast Live Oak), Arbutus menziesii (Madrone), Aesculus californica (California Buckeye) or Umbellularia californica (California Bay Laurel) or other tree species acceptable to the Tree Services Division. c) Replacement trees shall be at least of twenty-four (24) inch box size, unless a smaller size is recommended by the arborist, except that three fifteen (15) gallon size trees may be substituted for each twenty-four (24) inch box size tree where appropriate. d) Minimum planting areas must be available on site as follows: i. For Sequoia sempervirens, three hundred fifteen square feet per tree; ii. For all other species listed in #2 above, seven hundred (700) square feet per tree. e) In the event that replacement trees are required but cannot be planted due to site constraints, an	Prior to issuance of a final inspection of the building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	in lieu fee as determined by the master fee schedule of the city may be substituted for required replacement plantings, with all such revenues applied toward tree planting in city parks, streets and medians. Plantings shall be installed prior to the issuance of a final inspection of the building permit, subject to seasonal constraints, and shall be maintained by the project applicant until established. The Tree Reviewer of the Tree Division of the Public Works Agency may require a landscape plan showing the replacement planting and the method of irrigation. Any replacement planting which fails to become established within one year of planting shall be replanted at the project applicant's expense.		
	SCA BIO-4: Tree Protection During Construction: Adequate protection shall be provided during the construction period for any trees which are to remain standing, including the following, plus any recommendations of an arborist: a) Before the start of any clearing, excavation, construction or other work on the site, every protected tree deemed to be potentially endangered by said site work shall be securely fenced off at a distance from the base of the tree to be determined by the City Tree Reviewer. Such fences shall remain in place for duration of all such work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of logs, brush, earth and other debris which will avoid injury to any protected tree. b) Where proposed development or other site work is to encroach upon the protected perimeter of any protected tree, special measures shall be incorporated to allow the roots to breathe and obtain water and nutrients. Any excavation, cutting, filing, or compaction of the existing ground surface within the protected perimeter shall be minimized. No change in existing ground level shall occur within a distance to be determined by the City Tree Reviewer from the base of any protected tree at any time. No burning or use of equipment with an open flame shall occur near or within the protected perimeter of any protected tree. c) No storage or dumping of oil, gas, chemicals, or other substances that may be harmful to trees shall occur within the distance to be determined by the Tree Reviewer from the base of any protected trees, or any other location on the site from which such substances might enter the protected perimeter. No heavy construction equipment or construction materials shall be operated or stored within a distance from the base of any protected trees to be determined by the tree reviewer. Wires, ropes, or other devices shall not be attached to any protected tree, except as needed for support of the tree. No sign, other than a tag showing the botanical classification, shall be attached to any protected tree. d) Periodically during construction, the leaves of protected trees shall be thoroughly sprayed with water to prevent buildup of dust and other pollution that would inhibit leaf transpiration. e) If any damage to a protected tree should occur during or as a result of work on the site, the project applicant shall immediately notify the Public Works Agency of such damage. If, in the professional opinion of the Tree Reviewer, such tree cannot be preserved in a healthy state, the Tree Reviewer shall require replacement of any tree removed with another tree or trees on the	Prior to issuance of a demolition, grading, or building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	same site deemed adequate by the Tree Reviewer to compensate for the loss of the tree that is removed. f) All debris created as a result of any tree removal work shall be removed by the project applicant from the property within two weeks of debris creation, and such debris shall be properly disposed of by the project applicant in accordance with all applicable laws, ordinances, and regulations.		
Cultural Resources			
1. Would the project cause a substantial adverse change in the significance of a historical resource as defined in *CEQA Guidelines* Section 15064.5? Specifically, a substantial adverse change includes physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be "materially impaired?"	**Mitigation Measure 4.6-2:** The City, Port and OARB sub-district developers shall fund on a fair-share basis development of a commemoration site, including preparation of a Master Plan for such a site, at a public place located within the Gateway development area. The City shall ensure that the scale and scope of the commemoration site reflects the actual loss of historic resources. Land shall be set aside for development of a commemoration site at a publicly accessible place located within the Gateway development area (potentially the Gateway Park at the Bay Bridge touchdown peninsula). The commemoration site should include relocated physical elements of the OARB Historic District, along with appropriate monument(s) to memorialize the contributions of civilians and the military in the Bay Area to all wars. • An appropriate location shall be set aside for development of a commemoration site. The commemoration site shall be at a publicly accessible place. It may be located within or adjacent to any historic district contributor buildings that are preserved on a permanent basis (see Mitigation Measure 4.6-16). If that is not feasible, another potential location is within or near to the Gateway Park. • A design plan for the commemoration site shall be prepared, and shall include the design of monuments and the selection of appropriate relocated physical elements from the OARB, potentially including relocated structures or portions of structures to be included in the site. The City and the Port shall identify structures and/or portions of structures to be preserved or moved to the commemoration site prior to demolition. • The master planning process should involve the City and the Port, the public and interested historical and veterans groups, historic experts, and other public agencies. • Implementation of the commemoration site master plan may be phased along with the timing of new development. • The master plan shall include an endowment to be funded by the City and the Port, or their designee, for on-going maintenance and replacement and may also include curator costs associated with commemoration site and with trail signage, exhibits, and design elements as described below. • The City and the Port shall develop an ongoing outreach program informing the public of the importance of the OARB to the community and the region, and of the existence of the commemorative site.	Prior to approval of PUD.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 4.6-3: The City shall ensure the commemoration site is linked to the Gateway Park and the Bay Trail via a public access trail. Within the Gateway development area, this trail may be located along the shoreline. Beyond the Gateway, the trail would follow the new alignment of Maritime Street, connecting to 7th Street, which connects to the Port's Middle Harbor Shoreline Park and other existing and planned trail segments. • The design and development of this on-site trail shall include a series of interpretive panels, exhibits and design elements that communicate the scope and historical significance of Base activities and their impact on the community throughout the life of the Base. • A brochure shall be developed and made available describing the history of the Army Base that could be used as a self-guided tour, related to the interpretive panels and exhibits described above.	Prior to approval of PUD.	City/Port
	Mitigation Measure 4.6-5: The City, Port, and OARB sub-district developers shall fund on a fair share basis collaboration with "military.com" or a similar military history web site. • The parties shall fund development of an interactive web page to be provided to military.com or other web-based organization where former military personnel can be connected to the OARB documentation. • A list of list of draftees/enlistees processed through the OARB during WWII and the Korean and Vietnam Wars may be an element of such a site.	Prior to issuance of a building permit	City/Port
	Mitigation Measure 4.6-7: If determined of significant historical educational value by the Oakland Landmarks Preservation Advisory Board and the Oakland Heritage Alliance, the City, Port, and OARB sub-district developers shall fund on a fair share basis distribution of copies of "A Job Well Done" documentary video published by the Army. The Army has produced a television broadcast–quality video documentary that describes the mission and historical significance of the OARB. This documentary is not widely distributed, and has not been viewed by the Oakland Landmarks Preservation Advisory Board or the Oakland Heritage Alliance. This documentary is currently available to the public, but is not widely distributed. This mitigation measure will ensure that the documentary is widely distributed and made available to a larger audience interested in the history of the Base. It will also offset the modification and/or destruction of many of the historic buildings on the base, preserve their images, and provide a description of their function and role to the interested public. Copies of the video shall be distributed to: the Oakland History Room, Oakland Public Library, Bancroft Library, University of California; the Port of Oakland Archives; local public schools and libraries; and local public broadcasting stations. Funding shall also be used to copy this video onto more permanent archive-stable medium such as a CD.	Prior to issuance of a building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 4.6-9: The City, Port, and OARB sub-district developers shall fund on a fair share basis a program to salvage as whole timber posts, beams, trusses and siding of warehouses to be deconstructed. These materials shall be used on site if deconstruction is the only option. Reuse of a warehouse building or part of a warehouse building at its current location, or relocated to another Gateway location is preferable. To the extent feasible, these materials shall be used in whole, on site, in the construction of new buildings within the Gateway development area. Special consideration shall be given to the use of these materials at the commemoration site through the site's Master Planning effort If on-site reuse is found infeasible, opportunities shall be sought for reuse of these materials in other East Bay Area construction, or be sold into the recycled construction materials market. Landfill disposal of salvageable construction material from contributing historic structures shall be prohibited by contract specification. Salvage and reuse requirements shall be enforced via contract specification. Salvage operations shall employ members of local job-training bridge programs (Youth Employment Program, Joint Apprenticeship Training Committee, Homeless Collaborative) or other similar organizations, if feasible, to provide construction-training opportunities to Oakland residents. Salvage and reuse of the timber from these structures will help to reduce the impacts on the environment and save this ecologically and historically valuable material for reuse in the local community.	Prior to issuance of a building permit	City/Port
	Mitigation Measure 4.6-10: The City, Port, and OARB sub-district developers shall fund on a fair share basis production of a brochure describing history and architectural history of the OARB. • The brochure shall be distributed to local libraries and schools, and be made available to the public at select pick-up and drop-off locations along the Bay Trail to be used for self-guided tours. • This brochure shall build upon the previously completed historical documentation produced by the Port of Oakland, the Navy, and the Army for previous projects and on the original research completed for preparation of the Historical Resource Documentation Program and book. • This brochure shall will document the history of the redevelopment area and provide references to where more detailed information about the Base may be found.	Prior to issuance of a building permit	City/Port
	Modified Mitigation Measure 4.6-14: No demolition or deconstruction of contributing structures to the OARB Historic District shall occur until a master plan and/or Lease Disposition and Development Agreement has been approved by the City, and demolition or deconstruction of a building is required to realize the master infrastructure development plan necessary for approved	Approval of master plan and/or Lease Disposition and Development	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	redevelopment activities, in conformity with applicable General Plan Historic Preservation Element and City of Oakland Planning requirements.[3]	Agreement	
2. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to *CEQA Guidelines* Section 15064.5?	**SCA CULT-1: Archaeological Resources:** Pursuant to CEQA Guidelines section 15064.5 (f), "provisions for historical or unique archaeological resources accidentally discovered during construction" should be instituted. Therefore, in the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant and/or lead agency shall consult with a qualified archaeologist or paleontologist to assess the significance of the find. If any find is determined to be significant, representatives of the project proponent and/or lead agency and the qualified archaeologist would meet to determine the appropriate avoidance measures or other appropriate measure, with the ultimate determination to be made by the City of Oakland. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by the qualified archaeologist according to current professional standards. a) In considering any suggested measure proposed by the consulting archaeologist in order to mitigate impacts to historical resources or unique archaeological resources, the project applicant shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while measure for historical resources or unique archaeological resources is carried out. Should an archaeological artifact or feature be discovered on-site during project construction, all activities within a 50-foot radius of the find would be halted until the findings can be fully investigated by a qualified archaeologist to evaluate the find and assess the significance of the find according to the CEQA definition of a historical or unique archaeological resource. If the deposit is determined to be significant, the project applicant and the qualified archaeologist shall meet to determine the appropriate avoidance measures or other appropriate measure, subject to approval by the City of Oakland, which shall assure implementation of appropriate measure measures recommended by the archaeologist. Should archaeologically-significant materials be recovered, the qualified archaeologist shall recommend appropriate analysis and treatment, and shall prepare a report on the findings for submittal to the Northwest Information Center.	Ongoing throughout demolition, grading, and/or construction.	City/Port

[3] The 2002 EIR mitigation measure 4.6-14 states that the Port shall not demolish or deconstruct structures until it has approved a final development plan for the relevant new facility or facilities. This requirement shall continue to apply to the Port in the absence of a Lease Disposition and Development Agreement.

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
3. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**SCA CULT-3: Paleontological Resources:** In the event of an unanticipated discovery of a paleontological resource during construction, excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified paleontologist (per Society of Vertebrate Paleontology standards [SVP 1995,1996]). The qualified paleontologist shall document the discovery as needed, evaluate the potential resource, and assess the significance of the find under the criteria set forth in Section 15064.5 of the CEQA Guidelines. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the City determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project on the qualities that make the resource important, and such plan shall be implemented. The plan shall be submitted to the City for review and approval.	Ongoing throughout demolition, grading, and/or construction.	City/Port
4. Would the project disturb any human remains, including those interred outside of formal cemeteries?	**SCA CULT-2: Human Remains:** In the event that human skeletal remains are uncovered at the project site during construction or ground-breaking activities, all work shall immediately halt and the Alameda County Coroner shall be contacted to evaluate the remains, and following the procedures and protocols pursuant to Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, and all excavation and site preparation activities shall cease within a 50-foot radius of the find until appropriate arrangements are made. If the agencies determine that avoidance is not feasible, then an alternative plan shall be prepared with specific steps and timeframe required to resume construction activities. Monitoring, data recovery, determination of significance and avoidance measures (if applicable) shall be completed expeditiously.	Ongoing throughout demolition, grading, and/or construction	City/Port
Geology and Soils			
1. Would the project expose people or structures to substantial risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map or Seismic Hazards Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to California Geological Survey 42 and 117 and Public Resources Code section 2690 et. seq.; ii) Strong seismic ground shaking; iii) Seismic-related ground	**SCA GEO-2: Soils Report:** A preliminary soils report for each construction site within the project area shall be required as part of this project and submitted for review and approval by the Building Services Division. The soils reports shall be based, at least in part, on information obtained from on-site testing. Specifically the minimum contents of the report should include: A. Logs of borings and/or profiles of test pits and trenches: a) The minimum number of borings acceptable, when not used in combination with test pits or trenches, shall be two (2), when in the opinion of the Soils Engineer such borings shall be sufficient to establish a soils profile suitable for the design of all the footings, foundations, and retaining structures. b) The depth of each boring shall be sufficient to provide adequate design criteria for all proposed structures. c) All boring logs shall be included in the soils report.	Prior to issuance of demolition, grading or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
failure, including liquefaction, lateral spreading, subsidence, collapse; iv) Landslides?	B. Test pits and trenches a) Test pits and trenches shall be of sufficient length and depth to establish a suitable soils profile for the design of all proposed structures. b) Soils profiles of all test pits and trenches shall be included in the soils report. C. A plat shall be included which shows the relationship of all the borings, test pits, and trenches to the exterior boundary of the site. The plat shall also show the location of all proposed site improvements. All proposed improvements shall be labeled. D. Copies of all data generated by the field and/or laboratory testing to determine allowable soil bearing pressures, sheer strength, active and passive pressures, maximum allowable slopes where applicable and any other information which may be required for the proper design of foundations, retaining walls, and other structures to be erected subsequent to or concurrent with work done under the grading permit. E. Soils Report. A written report shall be submitted which shall include, but is not limited to, the following: a) Site description; b) Local and site geology; c) Review of previous field and laboratory investigations for the site; d) Review of information on or in the vicinity of the site on file at the Information Counter, City of Oakland, Office of Planning and Building; e) Site stability shall be addressed with particular attention to existing conditions and proposed corrective attention to existing conditions and proposed corrective actions at locations where land stability problems exist; f) Conclusions and recommendations for foundations and retaining structures, resistance to lateral loading, slopes, and specifications, for fills, and pavement design as required; g) Conclusions and recommendations for temporary and permanent erosion control and drainage. If not provided in a separate report they shall be appended to the required soils report; h) All other items which a Soils Engineer deems necessary; i) The signature and registration number of the Civil Engineer preparing the report. **F.** The Director of Planning and Building may reject a report that she/he believes is not sufficient. The Director of Planning and Building may refuse to accept a soils report if the certification date of the responsible soils engineer on said document is more than three years old. In this instance, the Director may be require that the old soils report be recertified, that an addendum to the soils report be submitted, or that a new soils report be provided.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA-GEO-3: Geotechnical Report: a) A site-specific, design level, landslide or liquefaction geotechnical investigation for each construction site within the project area shall be required as part of this project and submitted for review and approval by the Building Services Division. Specifically: i. Each investigation shall include an analysis of expected ground motions at the site from identified faults. The analyses shall be accordance with applicable City ordinances and polices, and consistent with the most recent version of the California Building Code, which requires structural design that can accommodate ground accelerations expected from identified faults. ii. The investigations shall determine final design parameters for the walls, foundations, foundation slabs, surrounding related improvements, and infrastructure (utilities, roadways, parking lots, and sidewalks). iii. The investigations shall be reviewed and approved by a registered geotechnical engineer. All recommendations by the project engineer, geotechnical engineer, shall be included in the final design, as approved by the City of Oakland. iv. The geotechnical report shall include a map prepared by a land surveyor or civil engineer that shows all field work and location of the "No Build" zone. The map shall include a statement that the locations and limitations of the geologic features are accurate representations of said features as they exist on the ground, were placed on this map by the surveyor, the civil engineer or under their supervision, and are accurate to the best of their knowledge. v. Recommendations that are applicable to foundation design, earthwork, and site preparation that were prepared prior to or during the projects design phase, shall be incorporated in the project. vi. Final seismic considerations for the site shall be submitted to and approved by the City of Oakland Building Services Division prior to commencement of the project. vii. A peer review is required for the Geotechnical Report. Personnel reviewing the geologic report shall approve the report, reject it, or withhold approval pending the submission by the applicant or subdivider of further geologic and engineering studies to more adequately define active fault traces. **b)** Tentative Tract or Parcel Map approvals shall require, but not be limited to, approval of the Geotechnical Report.	Prior to issuance of demolition, grading or building permit	City/Port
	Mitigation 4.13-1: Redevelopment elements shall be designed in accordance with criteria established by the UBC, soil investigation and construction requirements established in the Oakland General Plan, the Bay Conservation and Development Commission Safety of Fill Policy, and wharf design criteria established by the Port or City of Oakland (depending on the location of the wharf).	Prior to issuance of demolition, grading or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	The UBC requires structures in the San Francisco Bay Area to be designed to withstand a ground acceleration of 0.4 g. A licensed engineer should monitor construction activities to ensure that the design and construction criteria are followed. The Health and Safety element of the Oakland General Plan requires a soils and geologic report be submitted to the Department of Public Works (DPW) prior to the issuance of any building permit. The Oakland General Plan also requires all structures of three or more stories to be supported on pile foundations that penetrate Bay Mud deposits, and to be anchored in firm, non-compressible materials unless geotechnical findings indicate a more appropriate design. The General Plan also provides for the identification and evaluation of existing structural hazards and abatement of those hazards to acceptable levels of risk. To comply with the BCDC safety of fill policy, the plans and specifications for the placement of Bay fill will be submitted to the BCDC Engineering Criteria Review Board for review and approval. The Port of Oakland has developed wharf design criteria to be used in the design, construction, reconstruction, and repairs of existing and future wharf structures, except in the event that current engineering practice requires adjustments or modification of the wharf design criteria. All construction associated with New Berth 21 must adhere to the wharf design criteria established by the Port of Oakland. A licensed engineer should monitor construction activities to ensure that the design and construction criteria are followed. The City shall adopt wharf design criteria and apply them to any wharf in the City's jurisdiction.		
	Mitigation 4.13-2: Redevelopment elements shall be designed and constructed in accordance with requirements of a site-specific geotechnical evaluation. Site-specific geotechnical, soils, and foundation investigation reports shall be prepared by a licensed geotechnical or soil engineer experienced in construction methods on fill materials in an active seismic area. The reports shall provide site-specific construction methods and recommendations regarding grading activities, fill placement, compaction, foundation construction, drainage control (both surface and subsurface), and seismic safety. Designers and contractors shall comply with recommendations in the reports. A licensed geotechnical or soil engineer shall monitor earthwork and construction activities to ensure that recommended site-specific construction methods are followed. The Oakland General plan requires all structures of three or more stories to be supported on pile foundations that penetrate Bay Mud deposits and to be anchored in firm, non-compressible materials unless geotechnical findings indicate a more appropriate design. The General Plan also provides for the identification and evaluation of existing structural hazards and abatement of those hazards to acceptable levels of risk.	Prior to issuance of demolition, grading or building permit	City/Port
2. Would the project result in substantial soil erosion or loss of topsoil, creating substantial risks to life, property, or	**See Hydrology and Water Quality section below for SCA HYD-1 through SCA HYD-4**		
	<u>SCA GEO-1: Erosion and Sedimentation Control Plan:</u>	Prior to issuance of	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
creeks/waterways?	*Prior to issuance of a demolition, grading, or building permit.* A. The project applicant shall obtain a grading permit if required by the Oakland Grading Regulations pursuant to Section 15.04.660 of the Oakland Municipal Code. The grading permit application shall include an erosion and sedimentation control plan for review and approval by the Building Services Division. The erosion and sedimentation control plan shall include all necessary measures to be taken to prevent excessive stormwater runoff or carrying by stormwater runoff of solid materials on to lands of adjacent property owners, public streets, or to creeks as a result of conditions created by grading operations. The plan shall include, but not be limited to, such measures as short-term erosion control planting, waterproof slope covering, check dams, interceptor ditches, benches, storm drains, dissipation structures, diversion dikes, retarding berms and barriers, devices to trap, store and filter out sediment, and stormwater retention basins. Off-site work by the project applicant may be necessary. The project applicant shall obtain permission or easements necessary for off-site work. There shall be a clear notation that the plan is subject to changes as changing conditions occur. Calculations of anticipated stormwater runoff and sediment volumes shall be included, if required by the Director of Development or designee. The plan shall specify that, after construction is complete, the project applicant shall ensure that the storm drain system shall be inspected and that the project applicant shall clear the system of any debris or sediment. *Ongoing throughout and construction activities* B. The project applicant shall implement the approved erosion and sedimentation plan. No grading shall occur during the wet weather season (October 15 through April 15) unless specifically authorized in writing by the Building Services Division.	a demolition, grading, or building permit; and ongoing throughout and construction activities (refer to SCA language to the left)	
3. Would the project be located on expansive soil, as defined in section 1802.3.2 of the California Building Code (2007, as it may be revised), creating substantial risks to life or property?	**See above for SCA GEO-2 and SCA GEO-3**		
4. Would the project be located above a well, pit, swamp, mound, tank vault, or unmarked sewer line, creating substantial risks to life or property?	**See above for SCA GEO-2 and SCA GEO-3 and Mitigation Measure 4.13-2**		
	Mitigation 4.13-4: The project applicant shall thoroughly review available building and environmental records. The City and Port shall keep a record of, and the designer shall review, available plans, and facility, building, and environmental records in order to identify underground utilities and facilities, so that these may be either avoided or incorporated into design as relevant.	Prior to issuance of demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.13-5: The developer shall perform due diligence, including without limitation,	Prior to issuance of	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	retaining the services of subsurface utility locators and other technical experts prior to any ground-disturbing activities. The contractor shall utilize Underground Service Alert or other subsurface utility locators to identify and avoid underground utilities and facilities during construction of redevelopment elements. The contractor shall keep a record of its contacts regarding underground features, and shall make these records available to the City or Port upon request. This condition shall be enforced through contract specification.	demolition, grading or building permit; and on-going	
5. Would the project be located above landfills for which there is no approved closure or post-closure plan, or unknown fill soils, creating substantial risks to life or property?	**See above for SCA-GEO-2 and Mitigation Measures 4.13-2, 4.13-4, and 4.13-5**		
Greenhouse Gas Emissions			
1. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	**SCA GCC-1: Greenhouse Gas (GHG) Reduction Plan:** The project applicant shall retain a qualified air quality consultant to develop a Greenhouse Gas (GHG) Reduction Plan for City review and approval. The applicant shall implement the approved GHG Reduction Plan. The goal of the GHG Reduction Plan shall be to increase energy efficiency and reduce GHG emissions by at least 20 percent, with a goal of 36 percent below the project's "adjusted" baseline GHG emissions (as explained below) to help achieve the City's goal of reducing GHG emissions. The GHG Reduction Plan shall include, at a minimum, (a) a detailed GHG emissions inventory for the project under a "business-as-usual" scenario with no consideration of project design features, or other energy efficiencies, (b) an "adjusted" baseline GHG emissions inventory for the project, taking into consideration energy efficiencies included as part of the project (including the City's Standard Conditions of Approval, proposed mitigation measures, project design features, and other City requirements), (c) a comprehensive set of quantified additional GHG reduction measures available to further reduce GHG emissions beyond the adjusted GHG emissions, and (d) requirements for ongoing monitoring and reporting to demonstrate that the additional GHG reduction measures are being implemented. If the project is to be constructed in phases, the GHG Reduction Plan shall provide GHG emission scenarios by phase. Specifically, the applicant/sponsor shall adhere to the following: a) ***GHG Reduction Measures Program.*** Prepare and submit to the City Planning Director or his/her designee for review and approval a GHG Reduction Plan that specifies and quantifies GHG reduction measures that the project will implement by phase. Potential GHG reduction measures to be considered include, but are not be limited to, measures recommended in BAAQMD's latest CEQA Air Quality Guidelines, the California Air	Prior to approval of PUD.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Resources Board Scoping Plan (December 2008, as may be revised), the California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures Document (August 2010, as may be revised), the California Attorney General's website, and Reference Guides on Leadership in Energy and Environmental Design (LEED) published by the U.S. Green Building Council. The proposed GHG reduction measures must be reviewed and approved by the City Planning Director or his/her designee. The types of allowable GHG reduction measures include the following (listed in order of City preference): (1) physical design features; (2) operational features; and (3) the payment of fees to fund GHG-reducing programs (i.e., the purchase of "offset carbon credits," pursuant to item "b" below). The allowable locations of the GHG reduction measures include the following (listed in order of City preference): (1) the project site; (2) off-site within the City of Oakland; (3) off-site within the San Francisco Bay Area Air Basin; (4) off-site within the State of California; then (5) elsewhere in the United States. b) ***Offset Carbon Credits Guidelines.*** For GHG reduction measures involving the purchase of offset carbon credits, evidence of the payment/purchase shall be submitted to the City Planning Director or his/her designee for review and approval prior to completion of the project (or prior to completion of the project phase, if the project includes more one phase). As with preferred locations for the implementation of all GHG reductions measures, the preference for offset carbon credit purchases include those that can be achieved as follows (listed in order of City preference): (1) within the City of Oakland; (2) within the San Francisco Bay Area Air Basin; (3) within the State of California; then (4) elsewhere in the United States. The cost of offset carbon credit purchases shall be based on current market value at the time purchased and shall be based on the Project's operational emissions estimated in the GHG Reduction Plan or subsequent approved emissions inventory, which may result in emissions that are higher or lower than those estimated in the GHG Reduction Plan. c) ***Plan Implementation and Documentation.*** For physical GHG reduction measures to be incorporated into the design of the project, the measures shall be included on the drawings submitted for construction-related permits. For operational GHG reduction measures to be incorporated into the project, the measures shall be implemented on an indefinite and ongoing basis beginning at the time of project completion (or at the completion of the project phase for phased projects). For physical GHG reduction measures to be incorporated into off-site projects, the measures shall be included on drawings and submitted to the City Planning Director or his/her designee for review and approval and then installed prior to completion of the subject project (or prior to completion of the project phase for phased projects). For operational GHG reduction measures to be incorporated into off-site projects, the measures shall be implemented on an indefinite and		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	ongoing basis beginning at the time of completion of the subject project (or at the completion of the project phase for phased projects). d) ***Compliance, Monitoring and Reporting.*** Upon City review and approval of the GHG Reduction Plan program by phase, the applicant/sponsor shall satisfy the following requirements for ongoing monitoring and reporting to demonstrate that the additional GHG reduction measures are being implemented. The GHG Reduction Plan requires regular periodic evaluation over the life of the Project (generally estimated to be at least 40 years) to determine how the Plan is achieving required GHG emissions reductions over time, as well as the efficacy of the specific additional GHG reduction measures identified in the Plan. Implementation of the GHG reduction measures and related requirements shall be ensured through the project applicant/sponsor's compliance with Conditions of Approval adopted for the project. Generally, starting two years after the City issues the first Certificate of Occupancy for the project, the project applicant/sponsor shall prepare each year of the useful life of the project an Annual GHG Emissions Reduction Report (Annual Report), subject to the City Planning Director or his/her designee for review and approval. The Annual Report shall be submitted to an independent reviewer of the City Planning Director's or his/her designee's choosing, to be paid for by the project applicant/sponsor (see *Funding*, below), within two months of the anniversary of the Certificate of Occupancy. The Annual Report shall summarize the project's implementation of GHG reduction measures over the preceding year, intended upcoming changes, compliance with the conditions of the Plan, and include a brief summary of the previous year's Annual Report results (starting the second year). The Annual Report shall include a comparison of annual project emissions to the baseline emissions reported in the GHG Plan. The GHG Reduction Plan shall be considered fully attained when project emissions are 36 percent below the project's "adjusted" baseline GHG emissions, as confirmed by the City Planning Director or his/her designee through an established monitoring program unless the applicant demonstrates it is infeasible to achieve the 36 percent goal. Monitoring and reporting activities will continue at the City's discretion, as discussed below. e) ***Funding.*** Within two months after the Certificate of Occupancy, the project applicant/sponsor shall fund an escrow-type account or endowment fund to be used exclusively for preparation of Annual Reports and review and evaluation by the City Planning Director or his/her designee, or its selected peer reviewers. The escrow-type account shall be initially funded by the project applicant/sponsor in an amount determined by the City Planning Director or his/her designee and shall be replenished by the project applicant/sponsor so that the amount does not fall below an amount determined by the City Planning Director or his/her designee. The mechanism of this account shall be mutually agreed upon by the project applicant/sponsor and the City Planning Director or his/her designee, including the ability of the City to access the funds if the project applicant/sponsor is not complying with the GHG Reduction Plan requirements, and/or		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	to reimburse the City for its monitoring and enforcement costs. f) ***Corrective Procedure.*** If the third Annual Report, or any report thereafter, indicates that, in spite of the implementation of the GHG Reduction Plan, the project is not achieving the GHG reduction goal, the project applicant/sponsor shall prepare a report for City review and approval, which proposes additional or revised GHG measures to better achieve the GHG emissions reduction goals, including without limitation, a discussion on the feasibility and effectiveness of the menu of other additional measures (Corrective GHG Action Plan). The project applicant/sponsor shall then implement the approved Corrective GHG Action Plan. If, one year after the Corrective GHG Action Plan is implemented, the required GHG emissions reduction target is still not being achieved, or if the project applicant/owner fails to submit a report at the times described above, or if the reports do not meet City requirements outlined above, the City Planning Director or his/her designee may, in addition to its other remedies, (a) assess the project applicant/sponsor a financial penalty based upon actual percentage reduction in GHG emissions as compared to the percent reduction in GHG emissions established in the GHG Reduction Plan; or (b) refer the matter to the City Planning Commission for scheduling of a compliance hearing to determine whether the project's approvals should be revoked, altered or additional conditions of approval imposed. The penalty as described in (a) above shall be determined by the City Planning Director or his/her designee and be commensurate with the percentage GHG emissions reduction not achieved (compared to the applicable numeric significance thresholds) or required percentage reduction from the "adjusted" baseline. In determining whether a financial penalty or other remedy is appropriate, the City shall not impose a penalty if the project applicant/sponsor has made a good faith effort to comply with the GHG Reduction Plan. The City would only have the ability to impose a monetary penalty after a reasonable cure period and in accordance with the enforcement process outlined in Planning Code Chapter 17.152. If a financial penalty is imposed, such penalty sums shall be used by the City solely toward the implementation of the GHG Reduction Plan. g) ***Timeline Discretion and Summary.*** The City Planning Director or his/her designee shall have the discretion to reasonably modify the timing of reporting, with reasonable notice and opportunity to comment by the applicant, to coincide with other related monitoring and reporting required for the project. • *Fund Escrow-type Account for City Review*: Certificate of Occupancy plus 2 months • *Submit Baseline Inventory of "Actual Adjusted Emissions"*: Certificate of Occupancy plus 1 year		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• *Submit Annual Report #1*: Certificate of Occupancy plus 2 years • *Submit Corrective GHG Action Plan* (if needed): Certificate of Occupancy plus 4 years (based on findings of Annual Report #3) • *Post Attainment Annual Reports*: Minimum every 3 years and at the City Planning Director's or his/her designee's reasonable discretion		
Hazards and Hazardous Materials			
1. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	**SCA HAZ-1: Best Management Practices for Soil and Groundwater Hazards** The project applicant shall implement all of the following Best Management Practices (BMPs) regarding potential soil and groundwater hazards. a) Soil generated by construction activities shall be stockpiled onsite in a secure and safe manner or if designated for off-site disposal at a permitted facility, the soil shall be loaded, transported and disposed of in a safe and secure manner. All contaminated soils determined to be hazardous or non-hazardous waste must be adequately profiled (sampled) prior to acceptable reuse or disposal at an appropriate off-site facility. Specific sampling and handling and transport procedures for reuse or disposal shall be in accordance with applicable local, state and federal agencies laws, in particular, the Regional Water Quality Control Board (RWQCB) and/or the Alameda County Department of Environmental Health (ACDEH) and policies of the City of Oakland. The excavation, on-site management, and off-site disposal of soil from Project areas within the OARB shall follow the DTSC-approved RAP/RMP. b) Groundwater pumped from the subsurface shall be contained onsite in a secure and safe manner, prior to treatment and disposal, to ensure environmental and health issues are resolved pursuant to applicable laws and policies of the City of Oakland, the RWQCB and/or the ACDEH. The on-site management and off-site disposal of groundwater extracted from Project areas within the OARB shall follow the DTSC-approved RAP/RMP for Project areas within the OARB. Engineering controls shall be utilized, which include impermeable barriers to prohibit groundwater and vapor intrusion into the building (pursuant to the Standard Condition of Approval regarding Radon or Vapor Intrusion from Soil and Groundwater Sources. c) Prior to issuance of any demolition, grading, or building permit, the applicant shall submit for review and approval by the City of Oakland, written verification that the appropriate federal, state or county oversight authorities, including but not limited to the RWQCB and/or the ACDEH, have granted all required clearances and confirmed that the all applicable standards, regulations and conditions for all previous contamination at the site. The applicant also shall provide evidence from the City's Fire Department, Office of Emergency Services, indicating compliance with the Standard Condition of Approval requiring a Site Review by the Fire Services Division pursuant to City Ordinance No. 12323, and compliance with the Standard Condition of Approval requiring a Phase I and/or Phase II Reports.	Ongoing throughout demolition, grading, and construction activities.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA HAZ-2: Hazards Best Management Practices: The project applicant and construction contractor shall ensure Best Management Practices (BMPs) are implemented as part of construction to minimize the potential negative effects to groundwater and soils. These shall include the following: a) Follow manufacture's recommendations on use, storage, and disposal of chemical products used in construction; b) Avoid overtopping construction equipment fuel gas tanks; c) During routine maintenance of construction equipment, properly contain and remove grease and oils; d) Properly dispose of discarded containers of fuels and other chemicals. e) Ensure that construction would not have a significant impact on the environment or pose a substantial health risk to construction workers and the occupants of the proposed development. Soil sampling and chemical analyses of samples shall be performed to determine the extent of potential contamination beneath all USTs, elevator shafts, clarifiers, and subsurface hydraulic lifts when on-site demolition, or construction activities would potentially affect a particular development or building. f) If soil, groundwater or other environmental medium with suspected contamination is encountered unexpectedly during construction activities (e.g., identified by odor or visual staining, or if any underground storage tanks, abandoned drums or other hazardous materials or wastes are encountered), the applicant shall cease work in the vicinity of the suspect material, the area shall be secured as necessary, and the applicant shall take all appropriate measures to protect human health and the environment. Appropriate measures shall include notification of regulatory agency(ies) and implementation of the actions described in the City's Standard Conditions of Approval (and DTSC-approved RAP/RMP for Project area within the OARB), as necessary, to identify the nature and extent of contamination. Work shall not resume in the area(s) affected until the measures have been implemented under the oversight of the City or regulatory agency, as appropriate.	Prior to commencement of demolition, grading, or construction.	City/Port
	SCA HAZ-3: Hazardous Materials Business Plan: The project applicant shall submit a Hazardous Materials Business Plan for review and approval by Fire Prevention Bureau, Hazardous Materials Unit. Once approved this plan shall be kept on file with the City and will be updated as applicable. The purpose of the Hazardous Materials Business Plan is to ensure that employees are adequately trained to handle the materials and provides information to the Fire Services Division should emergency response be required. The Hazardous Materials Business Plan shall include the following: a) The types of hazardous materials or chemicals stored and/or used on site, such as petroleum fuel products, lubricants, solvents, and cleaning fluids.	Prior to issuance of a business license.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	b) The location of such hazardous materials. c) An emergency response plan including employee training information. d) A plan that describes the manner in which these materials are handled, transported and disposed.		
2. Would the project create a significant hazard to the public through the storage or use of acutely hazardous materials near sensitive receptors?	**See above for SCA HAZ-1 and SCA HAZ-2**		
3. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (i.e.,the "Cortese List") and, as a result, would create a significant hazard to the public or the environment.	**SCA HAZ-4: Asbestos Removal in Structures:** If asbestos-containing materials (ACM) are found to be present in building materials to be removed, demolished and disposed of, the project applicant shall submit specifications signed by a certified asbestos consultant for the removal, encapsulation, or enclosure of the identified ACM in accordance with all applicable laws and regulations, including but not necessarily limited to: California Code of Regulations, Title 8; Business and Professions Code; Division 3; California Health & Safety Code 25915-25919.7; and Bay Area Air Quality Management District, Regulation 11, Rule 2, as may be amended.	Prior to issuance of a demolition permit.	City/Port
	SCA HAZ-5: Lead-Based Paint/Coatings, Asbestos, or PCB Occurrence Assessment: The project applicant shall submit a comprehensive assessment report to the Fire Prevention Bureau, Hazardous Materials Unit, signed by a qualified environmental professional, documenting the presence or lack thereof of asbestos-containing materials (ACM), lead-based paint, and any other building materials or stored materials classified as hazardous waste by State or federal law.	Prior to issuance of any demolition, grading or building permit	City/Port
	SCA HAZ-6: Lead-based Paint Remediation: If lead-based paint is present, the project applicant shall submit specifications to the Fire Prevention Bureau, Hazardous Materials Unit signed by a certified Lead Supervisor, Project Monitor, or Project Designer for the stabilization and/or removal of the identified lead paint in accordance with all applicable laws and regulations, including but not necessarily limited to: Cal/OSHA's Construction Lead Standard, 8 CCR1532.1 and DHS regulation 17 CCR Sections 35001 through 36100, as may be amended.	Prior to issuance of any demolition, grading or building permit.	City/Port
	SCA HAZ-7: Other Materials Classified as Hazardous Waste: If other materials classified as hazardous waste by State or federal law are present, the project applicant shall submit written confirmation to Fire Prevention Bureau, Hazardous Materials Unit that all State and federal laws and regulations shall be followed when profiling, handling, treating, transporting and/or disposing of such materials.	Prior to issuance of any demolition, grading or building permit.	City/Port
	SCA HAZ-8: Health and Safety Plan per Assessment: If the required lead-based paint/coatings, asbestos, or PCB assessment finds presence of such materials, the project applicant shall create and implement a health and safety plan to protect workers from risks associated with hazardous materials during demolition, renovation of affected structures, and transport and disposal.	Prior to issuance of any demolition, grading or building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation 4.7-3: Implement RAP/RMP as approved by DTSC, and if future use proposals include uses not identified in the Reuse Plan and incorporated into the RAP/RMP or if future amendments to the remediation requirements are proposed, obtain DTSC and, as required, City approval.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-4: For the project areas not covered by the DTSC-approved RAP/RMP, investigate potentially contaminated sites; if contamination is found, assess potential risks to human health and the environment, prepare and implement a clean up plan for DTSC or RWQCB approval, prepare and implement a Risk Management Plan and prepare and implement a Site Health and Safety Plan prior to commencing work. Since implementation of the RAP/RMP approved by DTSC is proposed as part of the project for the OARB, and the RAP/RMP requires remediation to be fully protective of human health and the environment for the proposed future uses of the OARB, no further mitigation is required for the OARB unless either (1) future use proposals include those that were not identified in the Reuse Plan and incorporated into the RAP/RMP or (2) future amendments are proposed to the remediation requirements included in the approved RAP/RMP. In either of these two circumstances, required remediation includes obtaining the DTSC and, as required, City approval, for proposed changes in full conformance with applicable legal requirements including but not limited to the HSAA and CEQA. Specific contaminants and concentrations may vary across the redevelopment project area. Nevertheless, the types of impacts expected, and therefore, the general response actions and approaches to mitigation would be consistent throughout the redevelopment project area. With respect to the OARB and as described in greater detail above, the process across the redevelopment project area would mirror the RAP/RMP process that is already underway at the OARB. With respect to the OARB sub-district, pursuant to HSAA Chapter 6.8, the OBRA has proposed a RAP/RMP. The OBRA's remedial goal is to remediate soil and groundwater contamination consistent with the City of Oakland ULR Program 10^{-5} remedy with appropriate land use restrictions. This RAP/RMP must be approved by DTSC, which has the legal discretion to impose remedies falling within the 10^{-4} and 10^{-6} risk range. For the other sub-districts and areas not included in the DTSC-approved RAP/RMP, prior to beginning redevelopment-related activities, potentially affected areas shall be investigated, potentially including additional studies or site characterization activities, as required by the regulatory agencies (DTSC or RWQCB). Once contaminated areas are identified, potential human health risks from contaminants of concern based upon realistic future land use shall be assessed, health risk-based and environmental risk-based cleanup goals shall be established, and a determination regarding the need for additional site assessment work shall be made. The potential risks associated with affected areas shall be assessed in accordance with regulatory agency guidance and approvals and may result in remediation requirements. Such cleanup plans	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	shall address each area where soil or groundwater is contaminated above ULR goals could be encountered during redevelopment. The clean up plan, the names of which vary based on the type and source of contamination and the legal framework for the particular oversight agency, shall specify measures to be taken to protect workers and the public from exposure to potential contamination and certify that the proposed remediation measures, including removal, disposal, stabilization and/or institutional controls are protective of human health and the environment and implemented in accordance with federal, state and local requirements. Additionally, a Risk Management Plan may be required by the oversight agency to address site redevelopment activities and operations and provide an enforcement structure to be in place during and post-construction. Finally, a Site Health and Safety Plan shall be prepared in accordance with the OSHA and Cal/OSHA regulations. Off-hauling of contamination shall comply with applicable laws, and construction hours shall be limited as provided for in Mitigation Measure 4.5-1 in order to prevent night-time glare. Additionally, potential odor impact measures, and dust or other nuisance conditions from remediation-related truck traffic is provided for in Mitigation Measure 4.3-13, and safety concerns are addressed in Mitigation Measure 4.9-3.		
	Mitigation 4.7-5: For the project areas not covered by the DTSC-approved RAP/RMP, remediate soil and groundwater contamination consistent with the City of Oakland ULR Program and other applicable laws and regulations.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-6: Buildings and structures constructed prior to 1978 slated for demolition or renovation that have not previously been evaluated for the presence of LBP shall be sampled to determine whether LBP is present in painted surfaces, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-7: Buildings, structures and utilities that have not been surveyed for ACM, shall be surveyed to determine whether ACM is present prior to demolition or renovation, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-8: Buildings and structures proposed for demolition or renovation shall be surveyed for PCB-impacted building materials, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-9: For above-ground and underground storage tanks (ASTs/USTs) on the OARB, implement the RAP/RMP.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation 4.7-11: For LBP-impacted ground on the OARB, implementation of RAP/RMP to be approved by DTSC as part of the project will result in avoidance of this potentially significant impact. For the remainder of the development project area, sampling shall be performed on soil or paved areas around buildings that are known or suspected to have LBP, and the safety precautions and work practices specified in government regulations shall be followed.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-12: The condition of identified ACM shall be assessed annually, and prior to reuse of a building known to contain ACM.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-13: No future tenancies shall be authorized at the OARB for use categories that are inconsistent with the Reuse Plan without an updated environmental analysis and DTSC approval as provided for in the RAP/RMP.	Pre-operations	City/Port
	Mitigation 4.7-16: Oil-filled electrical equipment in the redevelopment project area that has not been surveyed shall be investigated prior to the equipment being taken out of service to determine whether PCBs are present. Equipment found to contain PCBs should be part of an ongoing monitoring program. Surface and subsurface contamination from any PCB equipment shall be investigated and remediated in compliance with applicable laws and regulations.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
	Mitigation 4.7-17: PCB-containing or PCB-contaminated equipment taken out of service shall be handled and disposed in compliance with applicable laws and regulations. Equipment filled with dialectic fluid (oil) including transformers, ballast, etc. containing more than 5 ppm PCBs is considered a hazardous waste in California	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
4. Would the project fundamentally impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	**See below in Traffic and Transportation for Mitigation Measures 4.3-8, and Mitigation Measure 3.16-15a and 3.16-15b**		
Hydrology and Water Quality			
1. Would the project violate any water	**See above in Hazards and Hazardous Materials section for SCA HAZ-1**		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
quality standards or waste discharge requirements during in-water construction or encountering shallow groundwater during construction?	**SCA HYD-1: Stormwater Pollution Prevention Plan (SWPPP):** The project applicant must obtain coverage under the General Construction Activity Storm Water Permit (General Construction Permit) issued by the State Water Resources Control Board (SWRCB). The project applicant must file a notice of intent (NOI) with the SWRCB. The project applicant will be required to prepare a stormwater pollution prevention plan (SWPPP) and submit the plan for review and approval by the Building Services Division. At a minimum, the SWPPP shall include a description of construction materials, practices, and equipment storage and maintenance; a list of pollutants likely to contact stormwater; site-specific erosion and sedimentation control practices; a list of provisions to eliminate or reduce discharge of materials to stormwater; Best Management Practices (BMPs), and an inspection and monitoring program. Prior to the issuance of any construction-related permits, the project applicant shall submit to the Building Services Division a copy of the SWPPP and evidence of submittal of the NOI to the SWRCB. Implementation of the SWPPP shall start with the commencement of construction and continue though the completion of the project. After construction is completed, the project applicant shall submit a notice of termination to the SWRCB.	Prior to and ongoing throughout demolition, grading, and/or construction activities.	City/Port
	Mitigation 4.15-1: Prior to in-water construction, the contractor shall prepare a water quality protection plan acceptable to the RWQCB, including site-specific best management practices for protection of Bay waters, and shall implement this plan during construction. BMPs to effectively control turbidity and/or contaminant suspension and migration would be site-specific. They may include, and are not limited to, the following: • Use environmental or clamshell dredges or hydraulic cutterhead dredges designed to reduce release of solids. • Reduce or eliminate overflow of decant water from barges used to transport material. Use silt curtains or other specialized equipment to reduce dispersion of material during dredging and filling operations.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
	Mitigation 4.15-2: Contractors and developers shall comply with all permit conditions from the Corps, RWQCB and BCDC. This measure shall be enforced on Contractors by contract specifications.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
2. Would the project result in substantial erosion or siltation on- or off-site that would affect the quality of receiving waters?	**See above for SCA HYD-1, SCA GEO-1 (Geology and Soils section) and SCA HAZ-1 (Hazards and Hazardous Materials)**		
3. Would the project result in substantial flooding on- or off-site?	**Mitigation 3.9-1:** Coordinate and consult with EBMUD and if necessary design and build storm drain improvements resulting from increased elevation in the North Gateway area.	Prior to issuance of building permit (or other construction-related permit).	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
4. Would the project create or contribute substantial runoff which would exceed the capacity of existing or planned stormwater drainage systems?	**SCA HYD-2: Post-Construction Stormwater Management Plan:** The applicant shall comply with the requirements of Provision C.3 of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Alameda Countywide Clean Water Program. The applicant shall submit with the application for a building permit (or other construction-related permit) a completed Construction-Permit-Phase Stormwater Supplemental Form to the Building Services Division. The project drawings submitted for the building permit (or other construction-related permit) shall contain a stormwater management plan, for review and approval by the City, to manage stormwater run-off and to limit the discharge of pollutants in stormwater after construction of the project to the maximum extent practicable. a) The post-construction stormwater management plan shall include and identify the following: i. All proposed impervious surface on the site; ii. Anticipated directional flows of on-site stormwater runoff; and iii. Site design measures to reduce the amount of impervious surface area and directly connected impervious surfaces; and iv. Source control measures to limit the potential for stormwater pollution; v. Stormwater treatment measures to remove pollutants from stormwater runoff; and vi. Hydromodification management measures so that post-project stormwater runoff does not exceed the flow and duration of pre-project runoff, if required under the NPDES permit. b) The following additional information shall be submitted with the post-construction stormwater management plan: i. Detailed hydraulic sizing calculations for each stormwater treatment measure proposed; and ii. Pollutant removal information demonstrating that any proposed manufactured/mechanical (i.e., non-landscape-based) stormwater treatment measure, when not used in combination with a landscape-based treatment measure, is capable or removing the range of pollutants typically removed by landscape-based treatment measures and/or the range of pollutants expected to be generated by the project. All proposed stormwater treatment measures shall incorporate appropriate planting materials for stormwater treatment (for landscape-based treatment measures) and shall be designed with considerations for vector/mosquito control. Proposed planting materials for all proposed landscape-based stormwater treatment measures shall be included on the landscape and irrigation plan for the project. The applicant is not required to include on-site stormwater treatment measures in the post-construction stormwater management plan if he or she secures approval from Planning and Zoning of a proposal that demonstrates compliance with the requirements of the City's Alternative Compliance Program.	Prior to issuance of building permit (or other construction-related permit). Prior to final permit inspection, the applicant shall also implement the approved stormwater management plan.	City/Port
	SCA HYD-3: Maintenance Agreement for Stormwater Treatment Measures: For projects incorporating stormwater treatment measures, the applicant shall enter into the "Standard City of	Prior to final zoning	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Oakland Stormwater Treatment Measures Maintenance Agreement," in accordance with Provision C.3.e of the NPDES permit, which provides, in part, for the following: i. The applicant accepting responsibility for the adequate installation/construction, operation, maintenance, inspection, and reporting of any on-site stormwater treatment measures being incorporated into the project until the responsibility is legally transferred to another entity; and Legal access to the on-site stormwater treatment measures for representatives of the City, the local vector control district, and staff of the Regional Water Quality Control Board, San Francisco Region, for the purpose of verifying the implementation, operation, and maintenance of the on-site stormwater treatment measures and to take corrective action if necessary. The agreement shall be recorded at the County Recorder's Office at the applicant's expense.	inspection.	
	SCA HYD-4: Stormwater and Sewer: Confirmation of the capacity of the City's surrounding stormwater and sanitary sewer system and state of repair shall be completed by a qualified civil engineer with funding from the project applicant. The project applicant shall be responsible for the necessary stormwater and sanitary sewer infrastructure improvements to accommodate the proposed project. In addition, the applicant shall be required to pay additional fees to improve sanitary sewer infrastructure if required by the Sewer and Stormwater Division. Improvements to the existing sanitary sewer collection system shall specifically include, but are not limited to, mechanisms to control or minimize increases in infiltration/inflow to offset sanitary sewer increases associated with the proposed project. To the maximum extent practicable, the applicant will be required to implement Best Management Practices to reduce the peak stormwater runoff from the project site. Additionally, the project applicant shall be responsible for payment of the required installation or hook-up fees to the affected service providers.	Prior to completing the final design for the project's sewer service.	City/Port
5. Would the project create or contribute substantial runoff which would be an additional source of polluted runoff?	**See above for SCA HYD-1 through SCA HYD-3 and SCA GEO-1 (Geology and Soils section)**		
	Mitigation 4.15-5: Post-construction controls of stormwater shall be incorporated into the design of new redevelopment elements to reduce pollutant loads. NPDES permitting requires that BMPs to control post-construction stormwater be implemented to the maximum extent practicable. Analysis of anticipated runoff volumes and potential effects to receiving water quality from stormwater shall be made for specific redevelopment elements, and site-specific BMPs shall be incorporated into design. BMPs shall be incorporated such that runoff volume from 85 percent of average annual rainfall at a development site is pre-treated prior to its discharge from that site, or a pre-treated volume in compliance with RWQCB policy in effect at the time of design. Non-structural BMPs may include and are not limited to good housekeeping and other source control measures, such as the following: • Stencil catch basins and inlets to inform the public they are connected to the Bay;	Prior to issuance of building permit (or other construction-related permit).	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Sweep streets on a regular schedule; • Use and dispose of paints, solvents, pesticides, and other chemicals properly; • Keep debris bins covered; and • Clean storm drain catch basins and properly dispose of sediment. Structural BMPs may include and are not limited to the following: • Minimize impervious areas directly connected to storm sewers; • Include drainage system elements in design as appropriate such as: o infiltration basins o detention/retention basins o vegetated swales (biofilters) o curb/drop inlet protection.		
6. Would the project otherwise substantially degrade water quality? Would the project cause saltwater to intrude into shallow groundwater, cause contaminants to migrate to uncontaminated groundwater, or lead to degradation of surface water quality?	**Mitigation 4.14-1**: Installation of groundwater extraction wells into the shallow water-bearing zone or Merritt Sand aquifer for any purpose other than construction de-watering and remediation, including monitoring, shall be prohibited. Implementation of this measure would prevent saltwater from being drawn into the aquifer and potentially causing fresh water to become brackish or saline. Limiting extraction of shallow groundwater and groundwater from the Merritt Sand unit will prevent potential impacts to existing study area groundwater resources.	Prior to issuance of building permit (or other construction-related permit); and during operations.	City/Port
	Mitigation 4.14-2: Extraction of groundwater for construction de-watering or remediation, including monitoring, shall be minimized where practicable; if extraction will penetrate into the deeper aquifers, than a study shall be conducted to determine whether contaminants of concern could migrate into the aquifer; if so, extraction shall be prohibited in that location. Implementation of this measure would prevent unnecessary extraction of groundwater and prohibit its extraction where contaminants of concern could migrate into deeper aquifers; therefore it will help avoid or reduce the potential migration of contaminants. The City and Port shall ensure that groundwater extraction, other than for remediation or construction dewatering, is minimized where practicable in the redevelopment project area.	Prior to issuance of building permit (or other construction-related permit); and during operations.	City/Port
	Mitigation 4.15-6: Site-specific design and best management practices shall be implemented to prevent runoff of recycled water to receiving waters. Design of subsequent redevelopment activities shall ensure recycled water does not leave the site and enter receiving waters. Best management practices shall be implemented to prevent runoff of recycled water. These BMPs may be either structural or non-structural in nature and may include	Prior to issuance of building permit (or other construction-related permit).	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	but are not limited to the following: • Preventing recycled water from escaping designated use areas through the use of: o berms o detention/retention basins o vegetated swales (biofilters) • Not allowing recycled water to be applied to irrigation areas when soils are saturated. Plumbing portions of irrigation systems adjacent to receiving waters with potable water.		
7. Would the project place housing, structures within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map, that would impede or redirect flood flows; or would the project expose people or structures to a substantial risk of loss, injury or death involving flooding?	**Recommended Measure (not required by CEQA):** The Project Sponsor should prepare a Sea Level Rise Adaptation Plan for City of Oakland for review and approval.	Prior to approval of PUD.	City/Port
8. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course, or increasing the rate or amount of flow, of a creek, river or stream in a manner that would result in substantial erosion, siltation, or flooding, both on- or off-site?	**See above for Mitigation Measure 4.15-5, SCA HYD-1 through SCA HYD-3 and SCA GEO-1 (Geology and Soils section)**		
Noise			
1. Would the project generate noise in violation of the City of Oakland Noise Ordinance (Oakland Planning Code section 17.120.050) regarding construction noise, except if an acoustical analysis is performed that identifies recommend measures to reduce potential impacts?	**SCA NOI-1: Days/Hours of Construction Operation:** The project applicant shall require construction contractors to limit standard construction activities as follows: a) Construction activities are limited to between 7:00 a.m. and 7:00 p.m. Monday through Saturday, except that barging and unloading of soil shall be allowed 24 hours per day, 7 days per week for about 15 months. b) Any construction activity proposed to occur outside of the standard hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday for special activities (such as concrete pouring which may require more continuous amounts of time) shall be evaluated on a case by case basis, with criteria including the proximity of residential uses and a consideration of resident's preferences	Ongoing throughout demolition, grading, and/or construction.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	for whether the activity is acceptable if the overall duration of construction is shortened and such construction activities shall only be allowed with the prior written authorization of the Building Services Division. The project applicant shall also submit an air quality report prepared by a qualified professional evaluating the air quality impacts of the special activities, if the duration of each activity exceeds 6 months. c) No construction activity shall take place on Sundays or Federal holidays, except as noted above. d) Construction activities include but are not limited to: truck idling, moving equipment (including trucks, elevators, etc) or materials, deliveries, and construction meetings held on-site in a non-enclosed area. e) Applicant shall use temporary power poles instead of generators where feasible.		
	SCA NOI-2: Noise Control: To reduce noise impacts due to construction, the project applicant shall require construction contractors to implement a site-specific noise reduction program, subject to the Planning and Zoning Division and the Building Services Division review and approval, which includes the following measures: a) Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible). b) Except as provided herein, Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used, if such jackets are commercially available and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures. c) Stationary noise sources shall be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the City to provide equivalent noise reduction. The noisiest phases of construction shall be limited to less than 10 days at a time. Exceptions may be allowed if the City determines an extension is necessary and all available noise reduction controls are implemented.	Ongoing throughout demolition, grading, and/or construction.	City/Port
	SCA NOI-3: Noise Complaint Procedures: Prior to the issuance of each building permit, along with the submission of construction documents, the project applicant shall submit to the Building Services Division a list of measures to respond to and track complaints pertaining to construction	Ongoing throughout demolition, grading, and/or construction.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	noise. These measures shall include: a) A procedure and phone numbers for notifying the Building Services Division staff and Oakland Police Department; (during regular construction hours and off-hours); b) A sign posted on-site pertaining with permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours); c) The designation of an on-site construction complaint and enforcement manager for the project; d) Notification of neighbors and occupants within 300 feet of the project construction area at least 30 days in advance of extreme noise generating activities about the estimated duration of the activity; and e) A preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed.		
	SCA NOI-6: Pile Driving and Other Extreme Noise Generators: To further reduce potential pier drilling, pile driving and/or other extreme noise generating construction impacts greater than 90dBA, a set of site-specific noise attenuation measures shall be completed under the supervision of a qualified acoustical consultant. Prior to commencing construction, a plan for such measures shall be submitted for review and approval by the Planning and Zoning Division and the Building Services Division to ensure that maximum feasible noise attenuation will be achieved. This plan shall be based on the final design of the project. A third-party peer review, paid for by the project applicant, may be required to assist the City in evaluating the feasibility and effectiveness of the noise reduction plan submitted by the project applicant. The criterion for approving the plan shall be a determination that maximum feasible noise attenuation will be achieved. A special inspection deposit is required to ensure compliance with the noise reduction plan. The amount of the deposit shall be determined by the Building Official, and the deposit shall be submitted by the project applicant concurrent with submittal of the noise reduction plan. The noise reduction plan shall include, but not be limited to, an evaluation of implementing the following measures. These attenuation measures shall include as many of the following control strategies as applicable to the site and construction activity: a) Erect temporary plywood noise barriers around the construction site, particularly along on sites adjacent to residential buildings; b) Implement "quiet" pile driving technology (such as pre-drilling of piles, the use of more than one pile driver to shorten the total pile driving duration), where feasible, in consideration of geotechnical and structural requirements and conditions; c) Utilize noise control blankets on the building structure as the building is erected to reduce	Ongoing throughout demolition, grading, and/or construction.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	noise emission from the site; d) Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings by the use of sound blankets for example and implement such measure if such measures are feasible and would noticeably reduce noise impacts; and e) Monitor the effectiveness of noise attenuation measures by taking noise measurements.		
2. Would the project generate noise in violation of the City of Oakland nuisance standards (Oakland Municipal Code section 8.18.020) regarding persistent construction-related noise?	**See above for SCA NOI-1, SCA NOI-2, SCA NOI-3, and SCA NOI-6**		
3. Would the project generate noise in violation of the City of Oakland Noise Ordinance (Oakland Planning Code section 17.120.050) regarding operational noise?	**SCA NOI-4: Interior Noise:** If necessary to comply with the interior noise requirements of the City of Oakland's General Plan Noise Element and achieve an acceptable interior noise level, noise reduction in the form of sound-rated assemblies (i.e., windows, exterior doors, and walls), and/or other appropriate features/measures, shall be incorporated into project building design, based upon recommendations of a qualified acoustical engineer and submitted to the Building Services Division for review and approval prior to issuance of building permit. Final recommendations for sound-rated assemblies, and/or other appropriate features/measures, will depend on the specific building designs and layout of buildings on the site and shall be determined during the design phases. Written confirmation by the acoustical consultant, HVAC or HERS specialist, shall be submitted for City review and approval, prior to Certificate of Occupancy (or equivalent) that: a) Quality control was exercised during construction to ensure all air-gaps and penetrations of the building shell are controlled and sealed; and b) Demonstrates compliance with interior noise standards based upon performance testing of a sample unit. c) Inclusion of a Statement of Disclosure Notice in the CC&R's on the lease or title to all new tenants or owners of the units acknowledging the noise generating activity and the single event noise occurrences. Potential features/measures to reduce interior noise could include, but are not limited to, the following: i) Installation of an alternative form of ventilation in all units identified in the acoustical analysis as not being able to meet the interior noise requirements due to adjacency to a noise generating activity, filtration of ambient make-up air in each unit and analysis of ventilation noise if ventilation is included in the recommendations by the acoustical analysis. ii) Prohibition of Z-duct construction.	Prior to issuance of a building permit and Certificate of Occupancy.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA NOI-5: Operational Noise-General: Noise levels from the activity, property, or any mechanical equipment on site shall comply with the performance standards of Section 17.120 of the Oakland Planning Code and Section 8.18 of the Oakland Municipal Code. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the Planning and Zoning Division and Building Services.	Ongoing	City/Port
4. Would the project generate noise resulting in a 5 dBA permanent increase in ambient noise levels in the project vicinity above levels existing without the project; or, if under a cumulative scenario where the cumulative increase results in a 5 dBA permanent increase in ambient noise levels in the project vicinity without the project (i.e., the cumulative condition including the project compared to the existing conditions) and a 3 dBA permanent increase is attributable to the project (i.e., the cumulative condition including the project compared to the cumulative baseline condition without the project)?	**See above for SCA NOI-4 and NOI-5**		
5. Would the project be exposed to a community noise in conflict with the land use compatibility guidelines of the Oakland General Plan after incorporation of all applicable Standard Conditions of Approval?	**See above for SCA NOI-4 and NOI-5**		
6. Would the project expose persons to or generate noise levels in excess of applicable standards established by a regulatory agency (e.g., occupational noise standards of OSHA)?	**See above for SCA NOI-5**		
7. Would the project, during either project construction or project	**See above for SCA NOI-1, SCA NOI-2, SCA NOI-3, and SCA NOI-6**		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
operation, expose persons to or generate groundborne vibration that exceeds the criteria established by the Federal Transit Administration (FTA)?			
Public Services			
~~1.~~ Would the project result in increased demand for fire protection services and first responder medical emergency services?	**SCA PSU-1: Underground Utilities:** The project applicant shall submit plans for review and approval by the Building Services Division and the Public Works Agency, and other relevant agencies as appropriate that show all fire alarm conduits and similar facilities placed underground. The new facilities shall be placed underground along the project applicant's street frontage and from the project applicant's structures to the point of service. The plans shall show all fire water service and fire alarm facilities installed in accordance with standard specifications of the serving utilities.	Prior to issuance of a building permit.	City/Port
	SCA PSU-2: Fire Safety Phasing Plan: The project applicant shall submit a separate fire safety phasing plan to the Planning and Zoning Division and Fire Services Division for their review and approval. The fire safety plan shall include all of the fire safety features incorporated into the project and the schedule for implementation of the features. Fire Services Division may require changes to the plan or may reject the plan if it does not adequately address fire hazards associated with the project as a whole or the individual phase.	Prior to issuance of a demolition, grading, and/or construction and concurrent with any p-job submittal permit.	City/Port
	Mitigation 4.9-1. The City and Port shall cooperatively investigate the need for, and if required shall fund on a fair-share basis, development and operation of increased firefighting and medical emergency response services via fireboat to serve the OARB sub-district. The City and Port of Oakland will each contribute a fair share toward cooperatively investigating the need for increased firefighting and emergency response services to serve the redevelopment area west of I-880. This investigation shall include consultation with the OES and OFD. Should this investigation conclude, based on detailed redevelopment design, that increased fireboat services are required, the Port and the City shall each fund its fair share to equip and staff fireboat-based services in the OARB sub-district. In addition, as subsequent redevelopment activities occur, the City and Port shall be allowed to develop fee formulae (to recoup initial investment from future development or tenants), as well as a long-term cost-sharing formula (to equitably distribute the cost of continuing operations). The fire facility will be constructed after basic underground infrastructure is constructed, and before any people-attracting subsequent redevelopment activities begin operations.	Pre-operations; at time Port and Gateway development area employees exceed 2,044 (1995 baseline)	City/Port
	Mitigation 4.9-2: The Port and City shall work with OES to ensure changes in local area circulation	Pre-construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	are reflected in the revised Response Concept. The Port and City would provide information to the OES to facilitate that agency's accurate revision of its Response Concept and Annex H. In particular, the City and Port would provide OES information regarding new and proposed project area development, intensification and changes in land uses, realignment of area roadways, and construction of new local circulation facilities.		
	Mitigation 4.9-3: The Port and City shall require developers within their respective jurisdictions to notify OES of their plans in advance of construction or remediation activities. Each developer proposing construction in the redevelopment project area would be required to notify OES prior to initiation of construction, so that OES may plan emergency access and egress taking into consideration possible conflicts or interference during the construction phase. The developer would also be required to notify OES once construction is complete.	Pre-construction	City/Port
Traffic and Transportation			
Project Impacts **1.** At a study, signalized intersection which is located outside the Downtown area, would the Project cause the level of service (LOS) to degrade to worse than LOS D (i.e., LOS E)?	**Mitigation Measure 3.16-1:** ***7th Street & I-880 Northbound Off-Ramp (#12)***[4]. The project sponsor shall fund, prepare, and install the approved plans and improvements: • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit the following to City of Oakland's Transportation Engineering Division and Caltrans for review and approval: • Plans, Specifications, and Estimates (PS&E) to modify the intersection. All elements shall be designed to City standards in effect at the time of construction and all new or upgraded signals should include these enhancements. All other facilities supporting vehicle travel and alternative modes through the intersection should be brought up to both City standards and ADA standards (according to Federal and State Access Board guidelines) at the time of construction. Current City Standards call for the elements listed below: • 2070L Type Controller • GPS communication (clock) • Accessible pedestrian crosswalks according to Federal and State Access Board guidelines • City Standard ADA wheelchair ramps	At issuance of first Certificate of Occupancy (CO)	City/Port

[4] The numbers appearing after the location of the intersection listed refer to Figure 3.16-1 in the IS/Addendum that illustrates the study intersections.

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Full actuation (video detection, pedestrian push buttons, bicycle detection) • Accessible Pedestrian Signals, audible and tactile according to Federal Access Board guidelines • Countdown Pedestrian Signals • Signal interconnect and communication to City Traffic Management Center for corridors identified in the City's ITS Master Plan for a maximum of 600 feet • Signal timing plans for the signals in the coordination group.		
	Mitigation Measure 3.16-2: ***San Pablo Ave & Ashby Avenue (#42).*** To implement this measure, the Project Sponsor shall coordinate with City of Berkeley and Caltrans, and shall fund, prepare, and install the improvements consistent with City of Berkeley and/or Caltrans standards. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group.	At issuance of first Certificate of Occupancy (CO)	City/Port
2. At two intersections, the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio exceeds 0.03 or more (<u>but only if the delay values are greater than 120 seconds of average intersection delay as delay values over 120 seconds tend to increase exponentially and are then generally considered unreliable</u>).	**Mitigation Measure 3.16-3:** ***7th Street & Harrison Street (#18).*** To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At issuance of first Certificate of Occupancy (CO)	City/Port
	Mitigation Measure 3.16-4: ***12th Street & Castro Street (#29).*** To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At issuance of first Certificate of Occupancy (CO)	City/Port
3. Redevelopment would cause some roadway segments on the Congestion Management Program (CMP) to a) degrade to LOS F; or b) increase the	**<u>SCA TRANS-1: Parking and Transportation Demand Management:</u>** The project sponsor shall pay for and submit for review and approval by the City a Transportation Demand Management (TDM) plan containing strategies to:	<u>For construction:</u> Prior to issuance of first permit related to construction (e.g.,	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project.	1. Reduce the amount of traffic generated by new development and the expansion of existing development, pursuant to the City's police power and necessary in order to protect the public health, safety and welfare. 2. Ensure that expected increases in traffic resulting from growth in employment and housing opportunities in the City of Oakland will be adequately mitigated. 3. Reduce drive-alone commute trips during peak traffic periods by using a combination of services, incentives, and facilities. 4. Promote more efficient use of existing transportation facilities and ensure that new developments are designed in ways to maximize the potential for alternative transportation usage. Establish an ongoing monitoring and enforcement program to ensure that the desired alternative mode use percentages are achieved. The project sponsor shall implement the approved TDM plan. The TDM plan shall include strategies to increase pedestrian, bicycle, transit, and carpool/vanpool use. All four modes of travel shall be considered, and parking management and parking reduction strategies should be included. Actions to consider include the following: a) Inclusion of additional long term and short term bicycle parking that meets the design standards set forth in chapter five of the Bicycle Master Plan, and Bicycle Parking Ordinance, and shower and locker facilities in commercial developments that exceed the requirement. b Construction of and/or access to bikeways per the Bicycle Master Plan; construction of priority bikeways, onsite signage and bike lane striping. c) Installation of safety elements per the Pedestrian Master Plan (such as cross walk striping, curb ramps, count down signals, bulb outs, etc.) to encourage convenient and safe crossing at arterials. d) Installation of amenities such as lighting, street trees, trash receptacles per the Pedestrian Master Plan and any applicable streetscape plan. e) Construction and development of transit stops/shelters, pedestrian access, way finding signage, and lighting around transit stops per transit agency plans or negotiated improvements. f) Direct onsite sales of transit passes purchased and sold at a bulk group rate (through programs such as AC Transit Easy Pass or a similar program through another transit agency). g) Employees or residents can be provided with a subsidy, determined by the project sponsor and subject to review by the City, if the employees or residents use transit or commute by other alternative modes. h) Provision of ongoing contribution to AC Transit service to the area between the development and nearest mass transit station. If that is not available, an ongoing contribution to an existing area shuttle service between the development and nearest mass transit station. The last option is	demolition, grading, etc.) <u>For operation</u>: Prior to issuance of a final building permit	

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	establishment of a new shuttle service between the development and nearest mass transit station may be developed. The contribution required for the service (any option) will be based on the cost of the last option. i) Guaranteed ride home program for employees, either through 511.org or through separate program. j) Pre-tax commuter benefits (commuter checks) for employees. k) Free designated parking spaces for on-site car-sharing program (such as City Car Share, Zip Car, etc.) and/or car-share membership for employees or tenants. l) On-site carpooling and/or vanpool program that includes preferential (discounted or free) parking for carpools and vanpools. m) Distribution of information concerning alternative transportation options. n) Parking spaces sold/leased separately for residential units. Charge employees for parking, or provide a cash incentive or transit pass alternative to a free parking space in commercial properties. o) Parking management strategies; including attendant/valet parking and shared parking spaces. p) Requiring tenants to provide opportunities and the ability to work off-site. q) Allow employees or residents to adjust their work schedule in order to complete the basic work requirement of five eight-hour workdays by adjusting their schedule to reduce vehicle trips to the worksite. r) Provide or require tenants to provide employees with staggered work hours involving a shift in the set work hours of all employees at the workplace or flexible work hours involving individually determined work hours. The project sponsor shall submit an annual compliance report for review and approval by the City. This report will be reviewed either by City staff (or a peer review consultant, chosen by the City and paid for by the project sponsor). If timely reports are not submitted, the reports indicate a failure to achieve the stated policy goals, or the required alternative mode split is still not achieved, staff will work with the project sponsor to find ways to meet their commitments and achieve trip reduction goals. If the issues cannot be resolved, the matter may be referred to the Planning Commission for resolution. Project sponsors shall be required, as a condition of approval, to reimburse the City for costs incurred in maintaining and enforcing the trip reduction program for the approved project.		
	Mitigation 4.3-4: The City and Port, in consultation with transit agencies, shall jointly create and maintain a transit access plan(s) for the redevelopment project area designed to reduce demand for single-occupant, peak hour trips, and to increase access to transit opportunities. Major project area developers shall fund on a fair share basis the plan(s). The Transit Access Plan shall be funded on a fair-share basis by major project area developers, defined as developers of more than 20,000 square feet of employment-generating space, or developers who would generate more than 100 job opportunities.	Pre-operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	The City shall establish a Transportation Enhancement Association or other similar funding mechanism whereby developers will contribute their fair share to the Transit Access Plan. The plan shall include transportation demand management strategies designed to reduce peak hour trip generation, including but not limited to the following: • Fund a transit coordinator to assist employers and employees in the project area; • Transit user subsidies including the bulk purchase of transit passes; • Implementation of a parking cash-out program. A parking cash-out program is an employer-funded program in which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. The ACCMA estimates that such programs reduce employee commute traffic by five percent from previous non-monetary incentive-based programs and reduced parking utilization by an estimated three percent; • Flex-time schedules; • Telecommuting; • Utilization of site design standards that would benefit transit, pedestrians, and bicyclists; • Preferential parking for carpools and vanpools; • Rideshare matching programs; • Guaranteed Ride Home program (provides carpool and vanpool participants with a vehicle in an emergency or if they cannot leave at their usual times; and • Funding for City and/or Port monitoring of the programs. The plan shall include strategies designed to promote transit use and increase availability of transit opportunities within the project area, including, but not limited to the following: • Coordination with AC Transit to provide expanded bus service with no greater than 30 minute peak commute hour headways to major employment centers. • Coordination with BART to provide shuttle service with no greater than 15 minute peak commute hour headways between the West Oakland BART station and major employment centers • Provision of employer incentives to use alternative transit modes, such as "Flash" passes or transit reimbursements These measures shall be coordinated with BAAQMD and CAP Transportation Control Measures (TCMs) implemented under Mitigation Measure 4.4-5. The Transit Access Plan shall be funded at a level that would enable the goal of a 15 percent reduction in single-occupancy, peak hour ridership.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
4. The project would directly or indirectly cause or expose roadway users to a permanent and substantial transportation hazard due to a new or existing physical design feature or incompatible uses?	**Mitigation 4.3-5:** Redevelopment elements shall be designed in accordance with standard design practice and shall be subject to review and approval of the City or Port design engineer. Through design review, the City and/or Port, as applicable, shall ensure the design of roadways, bicycle and pedestrian facilities, parking lots, and other transportation features comply with design standards and disallow design proposals that likely to result in traffic hazards. Any mitigation or redevelopment features that may directly affect Caltrans facilities shall be submitted for review by that agency.	Prior to approval of PUD.	City/Port
	Mitigation 4.3-7: The City and the Port shall continue and shall work together to create a truck management plan designed to reduce the effects of transport trucks on local streets. The City and Port shall fund on a fair share basis, implementation of this plan. The truck management plan may include, and is not limited to, the following elements: • Analyze truck traffic in West Oakland; • Traffic calming strategies on streets not designated as truck routes designed to discourage truck through travel; • Truck driver education programs; • Expanded signage, including truck prohibitions on streets not designated as truck routes; • Traffic signal timing improvements; • Explore the feasibility of truck access to Frontage Road; • Roadway and terminal gate design elements to prevent truck queues from impeding the flow of traffic on public streets; and • Continue Port funding of two police officers to enforce truck traffic prohibitions on local streets.	Prior to issuance of a final building permit	City/Port
	Mitigation 4.3-8: Provide an emergency service program and emergency evacuation plan using waterborne vessels. The City shall provide emergency access to the OARB sub-district by vessel. The area is currently served by fire boat out of the Jack London Square Fire Station. The City may elect to equip that fire boat with first response medical emergency personnel as well as limited hazardous materials response personnel and equipment (see also Mitigation Measure 4.9-1). Major developers shall fund these improvements on a fair share basis.	Pre-operations; at time Port and Gateway development area employees exceed 2,044 (1995 baseline)	City/Port
	<u>With regard to Maritime Street between 7th Street and West Grand Avenue:</u> **Mitigation Measure 3.16-5**: The City shall provide a shoulder with a minimum width of 8 feet on the west side of Maritime Street to accommodate queuing trucks and minimize intrusion onto the southbound travel lane. **Mitigation Measure 3.16-6**: The City shall provide a 9-foot wide area along the entire west side of	Prior to approval of the PUD	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Maritime Street in this area to accommodate a sidewalk and utilities; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process. **Mitigation Measure 3.16-7**: The City shall provide an 18-foot wide area along the entire east side of Maritime Street in this area to accommodate a Class 1 bicycle path and utilities; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.		
	With regard toNorth Maritime (formerly Wake Avenue): **Mitigation Measure 3.16-8**: The City shall provide 2 travel lanes in each direction in this area with shoulders on each side for bicycle lanes. The exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Maritime Street and West Oakland (Burma East): **Mitigation Measure 3.16-9**: The City shall provide a 9-foot wide area along the entire north side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	Mitigation Measure 3.16-10: The City shall provide a 7-foot wide area along the entire south side of Burma Street in this area to accommodate utilities; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Maritime Street and Railroad Tracks (Burma West): **Mitigation Measure 3.16-11**: The City shall provide a 9-foot wide area along the entire south side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process. **Mitigation Measure 3.16-12**: The City shall provide a 20-foot wide area along the entire north side of Burma Street in this area to accommodate utilities and a Class 1 bicycle path; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Railroad Tracks and Gateway Park (Burma Far West):	Prior to approval of the PUD	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 3.16-13: The City shall provide an 8-foot wide area along the entire south side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder with a Class 2 bicycle lane; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.		
	Mitigation Measure 3.16-14: The City shall provide a shoulder along the entire north side of Burma Street in this area to accommodate bicycles with a Class 2 bicycle lane; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Emergency Access: **Mitigation Measure 3.16-15a:** The Project Sponsor shall develop, in consultation and coordination with adjacent property owners, including EBMUD, an emergency response plan for the 2012 Army Base Project, which addresses emergency ingress/egress. **Mitigation Measure 3.16-15b:** The Project Sponsor shall include in the design of West Burma Road turn-outs and turn-arounds at the appropriate locations and dimensions as required by the Fire Department, in order to allow for appropriate ingress and egress of emergency vehicles.	For MM 3.15-15a: at the time of issuance of the first Certificate of Occupancy (CO); For MM 3.15-15b: prior to approval of the PUD	City/Port
5. Project would directly or indirectly result in a permanent substantial decrease in pedestrian safety.	**See above for Mitigation Measures 4.3-5**		
6. Project would directly or indirectly result in a permanent substantial decrease in bicyclist safety.	**See above for Mitigation Measures 4.3-5 and new Mitigation Measures 3.16-5 through 3.16-15a and 3.16-15b**		
7. Project would generate substantial multi-modal traffic traveling across at-grade railroad crossings that cause or expose roadway users to a permanent and substantial transportation hazard?	**See above for Mitigation Measures 4.3-5 and 4.3-7**		
	SCA TRANS-3: Railroad Crossings: Any proposed new or relocated railroad crossing improvements must be coordinated with California Public Utility Commission (CPUC) and affected railroads and all necessary permits/approvals obtained, including a GO 88-B Request (Authorization to Alter Highway Rail Crossings), if applicable. Appropriate safety-related design features and measures should be incorporated, including without limitation: a) Installation of grade separations at crossings, i.e., physically separating roads and railroad tracks by constructing overpasses or underpasses.	Action required prior to railroad crossing construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	b) Improvements to warning devices at existing highway rail crossings that are impacted by project traffic. c) Installation of additional warning signage. d) Improvements to traffic signaling at intersections adjacent to crossings, e.g., signal preemption. e) Installation of median separation to prevent vehicles from driving around railroad crossing gates. f) Where soundwalls, landscaping, buildings, etc. would be installed near crossings, maintaining the visibility of warning devices and approaching trains. g) Prohibition of parking within 100 feet of the crossings to improve the visibility of warning devices and approaching trains. h) Construction of pull-out lanes for buses and vehicles transporting hazardous materials. i) Installation of vandal-resistant fencing or walls to limit the access of pedestrians onto the railroad right-of-way. j) Elimination of driveways near crossings. k) Increased enforcement of traffic laws at crossings. l) Rail safety awareness programs to educate the public about the hazards of highway-rail grade crossings.		
	Mitigation Measure 3.16-16: a. Redesign the Engineers Road to intersect the EBMUD driveway at least 100 feet north of the at-grade rail crossing or configure an internal circulation plan that prohibits turns from Engineers Road onto Wake Avenue. b. Provide a high visibility crosswalk with pedestrian crossing signs at the pedestrian crossing just west of the rail crossing on West Burma Road. c. Paint "KEEP CLEAR" on West Burma Road for westbound vehicles at the Truck Services driveway. d. Unless approved otherwise by the California Public Utility Commission (CPUC), construct all rail crossings at a minimum street-crossing angle of 45 degrees consistent with Institute of Transportation Engineers recommendations, 90 degrees is preferred for cross-traffic safety.	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port
	Recommended Measures (not required by CEQA): • The Project Sponsor shall negotiate with EBMUD in good faith to reach an agreement which reasonably limits train movements from unreasonably parking, stopping and/or blocking access to EBMUD's main gate to the MWWTP. Specifically, the Master Developer shall coordinate the timing of its use of the tracks to a schedule that reduces, to the maximum extent	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	feasible, any potentially adverse impacts to EBMUD's main gate to the MWWTP. • The Project Sponsor shall make reasonable good faith efforts to explore the feasibility of, and if determined feasible, obtain/secure alternate emergency vehicle access to the MWWTP that would not be impacted by the 2012 Army Base rail traffic. The City shall coordinate its efforts with EBMUD.		
8. Project could fundamentally conflict with adopted City policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities adopted for the purpose of avoiding or mitigating an environmental effect.	**See above for Mitigation Measures 3.16-5 through 3.16-15a and 3.16-15b**		
	Mitigation 4.3-9: Redevelopment plans shall conform to City of Oakland or Port development standards with facilities that support transportation alternatives to the single-occupant automobile. Facilities that support transportation alternatives to the single-occupant automobile may include, and are not limited to, bus turnouts, bicycle racks, on-site showers, on-site lockers, and pedestrian and bicycle ways.	Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)	City/Port
9. Would the project result in a substantial, though temporary, adverse effect on the circulation system during construction of the project.	**SCA TRANS-2: Construction Traffic and Parking:** The project sponsor and construction contractor shall meet with appropriate City of Oakland agencies to determine traffic management strategies to reduce, to the maximum extent feasible, traffic congestion and the effects of parking demand by construction workers during construction of this project (see also SCA TRANS-1, especially "h") and other nearby projects that could be simultaneously under construction. The project sponsor shall develop a construction management plan. The plan shall be submitted to EBMUD, the Port, and Caltrans for their review and comment ten (10) business days before submittal to the City. The project sponsor shall consider in good faith such comments and revise the plan as appropriate. The revised plan shall be submitted for review and approval by the City's Planning and Zoning Division, the Building Services Division, and the Transportation Services Division. The plan shall include at least the following items and requirements: a) A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak traffic hours, detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. b) Notification procedures for adjacent project sponsors and public safety personnel regarding when major deliveries, detours, and lane closures will occur. c) Location of construction staging areas for materials, equipment, and vehicles at an approved location. d) A process for responding to, and tracking, complaints pertaining to construction activity, including identification of an onsite complaint manager. The manager shall determine the cause of the complaints and shall take prompt action to correct the problem. Planning and Zoning shall be informed who the Manager is prior to the issuance of the first permit issued by Building Services. e) Provision for accommodation of pedestrian flow. f) Provision for parking management and spaces for all construction workers to ensure that	Prior to the issuance of a demolition, grading or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	construction workers do not park in on-street spaces (see also SCA TRANS-1, especially "h"). g) Any damage to the street caused by heavy equipment, or as a result of this construction, shall be repaired, at the applicant's expense, within one week of the occurrence of the damage (or excessive wear), unless further damage/excessive wear may continue; in such case, repair shall occur prior to issuance of a final inspection of the building permit. All damage that is a threat to public health or safety shall be repaired immediately. The street shall be restored to its condition prior to the new construction as established by the City Building Inspector and/or photo documentation, at the applicant's expense, before the issuance of a Certificate of Occupancy. h) Any heavy equipment brought to the construction site shall be transported by truck, where feasible. i) No materials or equipment shall be stored on the traveled roadway at any time. j) Prior to construction, a portable toilet facility and a debris box shall be installed on the site, and properly maintained through project completion. k) All equipment shall be equipped with mufflers. l) Prior to the end of each work day during construction, the contractor or contractors shall pick up and properly dispose of all litter resulting from or related to the project, whether located on the property, within the public rights-of-way, or properties of adjacent or nearby neighbors. Specifically, to further implement SCA TRANS-2, a traffic construction management analysis was performed which recommended certain improvements to the Adeline/5th and Adeline/3rd Street and Adeline Street intersection, which is discussed under construction impacts of the Traffic and Transportation section of the 2012 OARB Initial Study/Addendum.		
	Mitigation 4.3-13: Prior to commencing hazardous materials or hazardous waste remediation, demolition, or construction activities, a Traffic Control Plan (TCP) shall be implemented to control peak hours trips to the extent feasible, assure the safety on the street system and assure that transportation activities are protective of human health, safety, and the environment. Construction and remediation TCPs shall be designed and implemented to reduce to the maximum feasible extent traffic and safety impacts to regional and local roadways. The TCP shall address items including but not limited to: truck routes, street closures, parking for workers and staff, access to the project area and land closures or parking restrictions that may require coordination with and/or approval by the City, the Port and/or Caltrans. The TCP shall be submitted to the City Traffic Engineering and Planning divisions or the Port, as appropriate, for review and approval prior to the issuance of any building, demolition or grading permits. The City and the Port shall coordinate their respective approvals to maximize the effectiveness of the TCP measures. DTSC would have ongoing authority under its Remedial Action Plan/Remedial Monitoring Plan oversight and the Hazardous Substances Account Act to regulate remediation transportation activities, which must be protective of human health, safety and the environment. Remediation and demolition/construction traffic shall be restricted to designated truck routes within	Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	the City, and the TCP shall include a signage program for all truck routes serving the site during remediation or demolition/construction. A signage program details the location and type of truck route signs that would be installed during remediation and demolition/construction to direct trucks to and from the project area. Truck access points for entry and exit should be included in the TCP. In addition, as determined by City of Port staff, the developer shall be responsible for repairing any damage to the pavement that is caused by remediation or demolition/construction vehicles for restoring pavement to pre-construction conditions. Remediation and demolition/construction-related trips will be restricted to daytime hours, unless expressly permitted by the City or the Port, and to the extent feasible, trips will be minimized during the a.m. and p.m. peak hours. The TCP shall identify locations for construction/remediation staging. Remediation staging areas are anticipated to be located near construction areas, since remediation will be largely coordinated with redevelopment. In addition, the TCP shall identify and provide off-street parking for remediation and demolition/construction staff to the extent possible throughout all phases of redevelopment. If there is insufficient parking available within walking distance of the site for workers, the developer shall provide a shuttle bus or other appropriate system to transfer workers between the satellite parking areas and remediation or demolition/construction site. The TCP shall also include measures to control dust, requirements to cover all loads to control odors, and provisions for emergency response procedures, health and safety driver education, and accident notification.		
Cumulative Impacts Year 2020 for 2012 OARB Project (Compared to Year 2025 for 2002 EIR Project) 1. Increased congestion at signalized intersections outside the Downtown area exceeding the cumulatively significant threshold. **(Year 2020)**	**Mitigation Measure 3.16-17:** ***West Grand Avenue & I-880 Frontage Road (#2).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port
	7th Street & I-880 Northbound Off-Ramp (#12). **See above for Mitigation 3.16-1**		
2. One intersection located outside the downtown area, where the level of service is LOS E, the project would cause the total intersection average vehicle delay to increase by four (4) or	**Mitigation Measure 3.16-18:** ***San Pablo Ave & Ashby Ave (#42).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
more seconds, or degrade to worse than LOS E. **(Year 2020)**	the same signal coordination group. To implement this measure, the project sponsor shall coordinate with the City of Berkeley and Caltrans, and shall fund, prepare, and install the approved plans and improvements.		
3. One intersection with LOS F, where the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio exceeds three (3) percent. **(Year 2020)**	***12th Street and Castro Street (#29)* - See above for Mitigation Measure 3.16-4.**		
4. Four roadway segments of the Congestion Management Program (CMP) would a) degrade to LOS F; or b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project **(Year 2020).**	**See above for Mitigation Measure 4.3-4 and SCA TRANS-1.**		
<u>Cumulative Impacts for Year 2035 for 2012 OARB Project (Compared to Year 2025 for 2002 EIR Project)</u> **1.** Three intersections located outside the Downtown area, which the project would cause the level of service (LOS) to degrade to worse than LOS D. **(Year 2035)**	**Mitigation Measure 3.16-19:** ***West Grand Avenue & Maritime Street (#1).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2028. Investigation of the need for this mitigation shall be studied in 2028 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure: ***7th Street & I-880 Northbound Off-Ramp (#12).*** **See above for Mitigation Measure 3.16-1.**		
	Mitigation Measure 3.16-20: ***7th Street & Union Street (#15).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour.	Mitigation at this intersection may be required by Year 2032. Investigation	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
2. At one intersection located within the Downtown area, the project would cause the LOS to degrade to worse than LOS E. **(Year 2035)**	**Mitigation Measure 3.16-21:** ***West Grand Avenue & Northgate Avenue*** **(#8).** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2030. Investigation of the need for this mitigation shall be studied in 2030 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first	City/Port
3. At two intersections located outside the Downtown area where the level of service is LOS E, would the project cause the total intersection average vehicle delay to increase by four (4) or more seconds, or degrade to worse than LOS E **(Year 2035)**	**Mitigation Measure 3.16-22:** ***5th Street & Union Street / I-880 North Ramps (#21).*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 100 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2022. Investigation of the need for this mitigation shall be studied in 2022 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16-23: ***MacArthur Boulevard & Market Street (#33).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach)	Mitigation at this intersection may be required by Year	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-I that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
4. Eleven intersections where the level of service is LOS F, the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") **ratio** increases 0.03 or more (but only if the delay values are greater than 120 seconds of average intersection delay as delay values over 120 seconds tend to increase exponentially and are then generally considered unreliable). **(Year 2035)**	**Mitigation Measure 3.16- 24:** ***West Grand Avenue & I-880 Frontage Road (#2).*** • Optimize signal timing (i.e., increase the traffic signal cycle length and adjust the allocation of green time for each intersection approach) for the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2021. Investigation of the need for this mitigation shall be studied in 2021 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 25: ***West Grand Avenue & Adeline Street (#4).*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 90 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 26: ***West Grand Avenue & Market Street (#5)*** • Provide split phasing for northbound and southbound movements.	Mitigation at this intersection may be required by Year	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Optimize signal timing (i.e., increase the traffic signal cycle length to 120 seconds and adjust the allocation of green time for each intersection approach) for both the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	2022. Investigation of the need for this mitigation shall be studied in 2022 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
	Mitigation Measure 3.16- 27: ***West Grand Avenue & San Pablo Avenue (#6)*** • Remove parking on the south side of West Grand Avenue; add an eastbound through lane between San Pablo Avenue and Martin Luther King Jr. Way; and convert the eastbound right turn lane to a through-right combination lane. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2026. Investigation of the need for this mitigation shall be studied in 2026 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 28: ***West Grand Avenue & Harrison Street (#9)*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2025. Investigation of the need for this mitigation shall be studied in 2025 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 29: ***7th Street & Harrison Street (#18)*** • Provide split phasing for northbound and southbound movements.	Mitigation at this intersection may be required at the time	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Optimize signal timing (i.e., increase the traffic signal cycle length to 80 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	of Project construction. Investigation of the need for this mitigation shall be studied at the time of construction and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
	Mitigation Measure 3.16- 30*: 6th Street & Jackson Street (#20)* • Provide split phasing for northbound and southbound movements. • Optimize signal timing (i.e., increase the traffic signal cycle length to 80 seconds and adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2025. Investigation of the need for this mitigation shall be studied in 2025 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 31: ***12th Street & Brush Street (#28)*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 120 seconds and adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2023. Investigation of the need for this mitigation shall be studied in 2023 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	12th Street & Castro Street (#29). **See Mitigation Measure 3.16-4 above.**		
	Mitigation Measure 3.16- 32: ***Powell Street & Hollis Street (#37)*** • Provide protected plus permitted traffic signal phasing for the northbound and southbound Hollis Street movements. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for both the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Emeryville's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2028. Investigation of the need for this mitigation shall be studied in 2028 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 33: ***Powell Street/Stanford Avenue & San Pablo Avenue (#38)*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2021. Investigation of the need for this mitigation shall be studied in 2021 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
4. Four roadway segments of the Congestion Management Program (CMP) would a) degrade to LOS F; or b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project **(Year 2035)**.	**See above for Mitigation Measure 4.3-4**		
Planning Related Non-CEQA Issues **Queuing**	**Recommended Measures (not required by CEQA)** The following improvements are recommended to accommodate the anticipated queues:	At issuance of first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
Existing Plus Project: The project would result in exceedance of available storage capacity at only the following locations: • Northbound left-turn at W. Grand Avenue & Maritime Street (#1) - PM peak hour • Westbound left-turn at 7th Street & Maritime Street (#10) – AM & PM peak hours • Eastbound left-turn at 7th Street & I-880 northbound off-ramp (#12) – PM peak hour	▪ W. Grand Avenue & Maritime Street (#1). Extend the northbound left-turn storage length to 475 feet; while providing a minimum of 100 feet storage length for the southbound left-turn movement at the Burma Road and Maritime Street intersection (#46). ▪ 7th Street & Maritime Street (#10). Extend the westbound left-turn storage length to 320 feet by removing a portion of the existing center median. ▪ 7th Street & I-880 northbound off-ramp (#12). Convert one of the existing eastbound through lane to an exclusive left-turn lane to provide two left-turn lanes, and one through lane.		
Year 2020 cumulative conditions: Similar to Existing plus Project conditions, the Project would result in exceedance of available storage at the same three intersections: • Northbound left-turn at W. Grand Avenue & Maritime Street (#1) - PM peak hour • Westbound left-turn at 7th Street & Maritime Street (#10) – AM & PM peak hours • Eastbound and southbound left-turn at 7th Street & I-880 northbound off-ramp (#12) – PM peak hour	**Recommended Measures (not required by CEQA)** The following improvements are recommended to accommodate the anticipated queues: ▪ W. Grand Avenue & Maritime Street (#1). Widen Maritime Street to provide two northbound left-turn lanes at the intersection. ▪ 7th Street & Maritime Street (#10). Extend the westbound left-turn storage length to 320 feet by removing a portion of the existing center median. ▪ 7th Street & I-880 northbound off-ramp (#12). Convert one of the existing eastbound through lane to an exclusive left-turn lane to provide two left-turn lanes, and one through lane; and extend the southbound left-turn storage pocket to 250 feet by removing a portion of the existing center median.	At issuance of first Certificate of Occupancy (CO) or 2020, whichever is later	City/Port
Utilities			
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	**See above for SCA HYD-4 (Hydrology and Water Quality section)**		
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	**SCA UTL-3: Underground Utilities:** The project applicant shall submit plans for review and approval by the Building Services Division and the Public Works Agency, and other relevant agencies as appropriate, that show all new electric and telephone facilities; fire alarm conduits; street light wiring; and other wiring, conduits, and similar facilities placed underground. The new facilities shall be placed underground along the project applicant's street frontage and from the project applicant's structures to the point of service. The plans shall show all electric, telephone, water	Prior to issuance of a building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	service, fire water service, cable, and fire alarm facilities installed in accordance with standard specifications of the serving utilities.		
	SCA UTL-5: Improvements in the Public Right-of Way (Specific): Final building and public improvement plans submitted to the Building Services Division shall include the following components: Examples include: a) Install additional standard City of Oakland streetlights. b) Remove and replace any existing driveway that will not be used for access to the property with new concrete sidewalk, curb and gutter. c) Reconstruct drainage facility to current City standard. d) Provide separation between sanitary sewer and water lines to comply with current City of Oakland and Alameda Health Department standards. e) Construct wheelchair ramps that comply with Americans with Disability Act requirements and current City Standards. f) Remove and replace deficient concrete sidewalk, curb and gutter within property frontage. Provide adequate fire department access and water supply, including, but not limited to currently adopted fire codes and standards.	Approved prior to the issuance of a grading or building permit.	City/Port
	SCA UTL-6: Payment for Public Improvements: The project applicant shall pay for and install public improvements made necessary by the project including damage caused by construction activity.	Prior to issuance of a final inspection of the building permit.	City/Port
3. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	**Mitigation 4.9-4:** Individual actions with landscaping requirements of one or more acres shall plumb landscape areas for irrigation with recycled water. As subsequent redevelopment activities are designed, the City and Port would require that activities of a certain magnitude shall include a reclaimed landscaping irrigation system. The City and Port would make this a condition of approval for private actions that require such approval, and would include reclaimed landscape water systems in the design of their own public projects.	Prior to issuance of a building permit or other construction-related permit.	City/Port
	Mitigation 4.9-5: Individual buildings with gross floor area exceeding 10,000 square feet shall install dual plumbing for both potable and recycled water, unless determined to be infeasible by the approving agency (City or Port). Any major subsequent redevelopment activity that includes total usable floor area within or more building of 10,000 square feet or more would be required to provide a dual plumbing system—one for potable water, and one for reclaimed water. Reclaimed water may be used for certain industrial uses, and for landscape irrigation, toilet flushing, and other appropriate purposes.	Prior to issuance of a building permit or other construction-related permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation 4.9-6: Site design shall facilitate use of recycled water, and shall comply with requirements of CCR Title 22 regarding prohibitions of site run-off to surface waters. When subsequent redevelopment activities are required to include reclaimed water in their design, the City and Port would ensure that requirements of Title 22 intended to protect the environment are reflected in that design, including prohibitions against run-off to surface waters. The City, Port, and proponents of subsequent redevelopment activities should coordinate these efforts with the reclaimed water supplier, EBMUD.	Prior to issuance of a building permit or other construction-related permit.	City/Port
	SCA UTL-1a: Compliance with the Green Building Ordinance, OMC Chapter 18.02: ***Prior to issuance of a demolition, grading, or building permit*** The applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the Green Building Ordinance, OMC Chapter 18.02. a) The following information shall be submitted to the Building Services Division for review and approval with the application for a building permit: i. Documentation showing compliance with Title 24 of the 2008 California Building Energy Efficiency Standards. ii. Completed copy of the final green building checklist approved during the review of the Planning and Zoning permit. iii. Copy of the Unreasonable Hardship Exemption, if granted, during the review of the Planning and Zoning permit. iv. Permit plans that show, in general notes, detailed design drawings, and specifications as necessary, compliance with the items listed in subsection (b) below. v. Copy of the signed statement by the Green Building Certifier approved during the review of the Planning and Zoning permit that the project complied with the requirements of the Green Building Ordinance. vi. Signed statement by the Green Building Certifier that the project still complies with the requirements of the Green Building Ordinance, unless an Unreasonable Hardship Exemption was granted during the review of the Planning and Zoning permit. vii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance. b) The set of plans in subsection (a) shall demonstrate compliance with the following: i. CALGreen mandatory measures. ii. All pre-requisites per the LEED / GreenPoint Rated checklist approved during the review of the Planning and Zoning permit, or, if applicable, all the green building measures approved as part of the Unreasonable Hardship Exemption granted during the review of	Prior to issuance of a demolition, grading, or building permit; or during construction or after construction as specified in SCA UTL-1a or UTL-1b.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	the Planning and Zoning permit. iii. Insert green building point level/certification requirement: (See Green Building Summary Table) per the appropriate checklist approved during the Planning entitlement process. iv. All green building points identified on the checklist approved during review of the Planning and Zoning permit, unless a Request for Revision Plan-check application is submitted and approved by the Planning and Zoning Division that shows the previously approved points that will be eliminated or substituted. *v.* The required green building point minimums in the appropriate credit categories. ***During construction*** The applicant shall comply with the applicable requirements CALGreen and the Green Building Ordinance, Chapter 18.02. a) The following information shall be submitted to the Building Inspections Division of the Building Services Division for review and approval: i. Completed copies of the green building checklists approved during the review of the Planning and Zoning permit and during the review of the building permit. ii. Signed statement(s) by the Green Building Certifier during all relevant phases of construction that the project complies with the requirements of the Green Building Ordinance. *iii.* Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance. ***After construction, as specified below*** Within sixty (60) days of the final inspection of the building permit for the project, the Green Building Certifier shall submit the appropriate documentation to Build It Green/Green Building Certification Institute and attain the minimum certification/point level identified in subsection (a) above. Within one year of the final inspection of the building permit for the project, the applicant shall submit to the Planning and Zoning Division the Certificate from the organization listed above demonstrating certification and compliance with the minimum point/certification level noted above. **SCA UTL-1b: Compliance with the Green Building Ordinance, OMC Chapter 18.02, for Building and Landscape Projects Using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist** ***Prior to issuance of a building permit*** The applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the Green Building Ordinance, (OMC Chapter 18.02.) for projects using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	a) The following information shall be submitted to the Building Services Division for review and approval with application for a Building permit: i. Documentation showing compliance with the 2008 Title 24, California Building Energy Efficiency Standards. ii. Completed copy of the green building checklist approved during the review of a Planning and Zoning permit. iii. Permit plans that show in general notes, detailed design drawings and specifications as necessary compliance with the items listed in subsection (b) below. iv. Other documentation to prove compliance. b) The set of plans in subsection (a) shall demonstrate compliance with the following: i. CALGreen mandatory measures. *ii.* All applicable green building measures identified on the StopWaste.Org checklist approved during the review of a Planning and Zoning permit, or submittal of a Request for Revision Plan-check application that shows the previously approved points that will be eliminated or substituted. ***During construction*** The applicant shall comply with the applicable requirements of CALGreen and Green Building Ordinance, Chapter 18.02 for projects using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist. a) The following information shall be submitted to the Building Inspections Division for review and approval: i. Completed copy of the green building checklists approved during review of the Planning and Zoning permit and during the review of the Building permit. ii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance.		
4. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	**See above for SCA HYD-4 (Hydrology and Water Quality section)**		
5. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	**SCA UTL-2: Waste Reduction and Recycling:** The project applicant will submit a Construction & Demolition Waste Reduction and Recycling Plan (WRRP) and an Operational Diversion Plan (ODP) for review and approval by the Public Works Agency.	Prior to issuance of demolition, grading, or building permit; or ongoing as	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Prior to issuance of demolition, grading, or building permit Chapter 15.34 of the Oakland Municipal Code outlines requirements for reducing waste and optimizing construction and demolition (C&D) recycling. Affected projects include all new construction, renovations/alterations/modifications with construction values of $50,000 or more (except R-3), and all demolition (including soft demo). The WRRP must specify the methods by which the development will divert C&D debris waste generated by the proposed project from landfill disposal in accordance with current City requirements. Current standards, FAQs, and forms are available at www.oaklandpw.com/Page39.aspx or in the Green Building Resource Center. After approval of the plan, the project applicant shall implement the plan. ***Ongoing*** The ODP will identify how the project complies with the Recycling Space Allocation Ordinance, (Chapter 17.118 of the Oakland Municipal Code), including capacity calculations, and specify the methods by which the development will meet the current diversion of solid waste generated by operation of the proposed project from landfill disposal in accordance with current City requirements. The proposed program shall be in implemented and maintained for the duration of the proposed activity or facility. Changes to the plan may be re-submitted to the Environmental Services Division of the Public Works Agency for review and approval. Any incentive programs shall remain fully operational as long as residents and businesses exist at the project site.	specified in SCA ULT-2.	
	Mitigation: 4.9-7: To the maximum extent feasible, the City and Port shall jointly participate in a deconstruction program to capture materials and recycle them into the construction market. Substantial quantities of construction debris would be generated by the removal of structures at the OARB, in both the Gateway and Port development areas. Some of the buildings span both development areas, and coordination between the Port and City is critical in reducing the amount of solid waste disposal that occurs in this sub-district. The City and Port would jointly plan, implement, and operate a program whereby buildings would be deconstructed, rather than demolished, and the resulting material would be recycled to the construction market as practicable. Material for recycling may include, and is not limited to, timbers and siding, ceramic fixtures, metal, and copper wiring. The City and Port may elect to partner with local job-training bridge programs to provide construction training opportunities to Oakland residents through their deconstruction program.	Prior to issuance of a demolition permit	City/Port
	Mitigation 4.9-8: Concrete and asphalt removed during demolition/construction shall be crushed on site or at a near site location, and reused in redevelopment or recycled to the construction market. Foundation and paving removal would generate substantial debris, and the City and Port would ensure these materials are crushed and recycled. As a first preference, these materials should be re-used on-site; as a second preference, they would be sold to the construction market. The City and Port would make every effort practicable to avoid disposal to landfill of this material. This mitigation measure may itself result in impacts to the environment relative to noise and air	On-going, during construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	quality. These impacts are discussed in Sections 4.4: Air Quality, and 4.15: Noise.		
	Mitigation 4.9-9: The City and Port shall require developers to submit a plan that demonstrates a good faith effort to divert at least 50 percent of the operations phase solid waste from landfill disposal. Each project sponsor of a redevelopment activity or subsequent redevelopment activity would be required to submit to the City or Port (depending on the location of the activity) a source reduction/waste diversion plan specifying how the activity will reduce solid waste disposal by 50 percent. The sponsor would be responsible for development and implementation of its plan, and for reporting its progress and success rate to the Port or City. Should the source reduction/diversion plan program not meet its stated goal, the sponsor would modify the plan until the desired level of reduction/diversion is achieved. While each plan would be specific, the following general topics should be addressed: • Goals. • Key personnel. • Quantification of waste. • Identification of waste materials. • Program elements. • Monitoring requirements and performance standards. • Reporting.	On-going during operations	City/Port
6. Comply with federal, State, and local statutes and regulations related to solid waste?	**See above for SCA UTL-2**		
7. Would the project violate applicable federal, state and local statutes and regulations relating to energy standards?	**See above for SCA UTL-1**		
8. Would the project result in a determination by the energy provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the providers' existing commitments and require or result in construction of new energy facilities or expansion of existing facilities, construction of which could cause significant environmental effects?	**See above for SCA UTL-1**		

Exhibit H

Bridging Scope of Services

[See attached]

EXHIBIT H

Bridging Scope of Services

Program Management and Contractor Outreach
The Manager will ensure coordination of the consultants' efforts to produce the deliverables required to obtain design drawings for the Public Improvements, including 1) regulatory approvals, 2) a Guaranteed Maximum Price from the selected Design-Build Contractor, and 3) California Transportation Commission allocation of the grant monies awarded to the project. The Manager will update the Master Plan schedule and cost estimate periodically. The Manager will also utilize legal support to resolve a myriad of issues and auditors to ensure compliance with local, state, and federal reporting requirements. The Manager will coordinate with Frank Kennedy and Associates (FKA), who is conducting the engineering review on behalf of the City of Oakland Public Works Department.

Surveys, Mapping, and Planning
In addition to the coordination of the necessary title work, the Manager will contract with consultants to undertake the surveys and mapping necessary for the characterization of the property and the creation of a parcel map, which may include necessary zoning and General Plan amendments in order to align the City planning staff approval to that which has been contemplated for the subject property by way of the CEQA Addendum and other such efforts. The Manager will also coordinate the development of vertical design standards and landscaping guidelines consistent with the approved CEQA Addendum, conduct any studies necessitated by the applicable CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (see Appendix G to the Property Management Agreement), and begin formation of a Community Facilities District.

Demolition
The Manager will contract with the design team to develop construction documents for the deconstruction of the existing buildings on the City's site and the reuse/recycling of component materials, when possible.

Grading, Importing, Surcharging and Final Grading of Soils

The Manager will contract with geological and civil engineering consultants, in consultation with the Design-Build Contractor, to plan the sequencing and acquisition of adequate soil to prepare the site for the import, placement, wicking, surcharging , and final grading of the site to ready the property for vertical construction.

Environmental Remediation and Air Quality Monitoring
The Manager will coordinate with environmental consultants to work with Owner's Hazardous Materials Coordinator and Public Works and Owner's consultants, as relevant to identify and

remediate hazardous areas on site, particularly those that encumber corridors that are targeted for future development. The Manager will work with the Owner's Hazardous Materials Coordinator and Public Works, as relevant, to adopt a protocol to analyze the material of the existing and non-conforming operation.

The Manager will work with the Owner to develop an air quality study to obtain baseline information, and models will be developed to track dispersion during construction, consistent with the requirements in the Community Benefit Matrix Item 10, (see Exhibit G to the Property Management Agreement).

Roads and Utilities

Maritime Street and Burma Road are in need of replacement, and the existing utility systems across the Base are failing. Replacing and realigning the roads, and constructing a new East Burma Road, will allow for better traffic flow within the Base, enable the upgrading of the utility systems underneath, and provide basic access to the future Gateway Park. New utility systems that meet current standards and can handle the proposed density of the new development are necessary. The Manager will coordinate with consultants to determine the best roadway and utility corridor alignments and designs to meet these goals, and will review such designs for cost and schedule impacts. The Manager will coordinate with drainage consultants to develop a plan for the installation of an additional outfall on site and obtain any necessary permits. The Manager will coordinate with power consultants to design new electrical and gas systems and coordinate with various neighbors.

Rail

The Manager will contract with rail consultants to design and permit the rail spurs and crossings necessary to connect the various areas of the site to the Port Rail Terminal. As part of this process, Manager will ensure that the design and operation of the bulk facility proposed is consistent with the EBMUD MOA, the Amended Cost Sharing Agreement, and the desires of the two Class 1 Railroads. The Manager will coordinate such designs with those of the Port and the Port's third-party consultants and will negotiate responsibilities for the infill of wetlands and the cleanup of hazardous materials within the "Claw".

Wharf Repair

The Manager will contract with civil and structural engineering consultants to advance designs for the repair and retrofitting of the existing Wharves 6 ½ and 7 for the intended uses. The appropriate permits will be obtained as needed.

West Oakland Jobs Center

At the Owner's request, the Manager will assist in the establishment and staffing of the new West Oakland Jobs Center in order to advance the goals of the community as reflected in the Community Benefits Matrix, Exhibit G to the Property Management Agreement.

Gateway Areas, Port and City Common Areas and Initial Phase Offsites

All necessary Bridging Scope of Services shall be performed for the entire City-owned portion of the Oakland Army Base, including the North Gateway, the Port and City shared improvement areas, and the necessary off site traffic mitigations that must be completed prior to the completion of the first commercial development, as set forth in the CEQA Standard Conditions of Approval and Mitigation Monitoring Program, attached to Exhibit G of the Property Management Agreement.

Exhibit I

Approved Contract

[See attached]

CONSULTANT AGREEMENT

Agreement Date: _____

Name of Consultant: _____ ("**Consultant**") Type of Entity: _____

Federal Employer I.D. No. _____ California Professional License No. _____ Type_____

Mailing Address _____ City _____ State ____CA____ Zip _____

Office Location Address _____ City _____ State ____CA____ Zip _____

Business Phone _____ Facsimile _____ E-mail Address _____

Emergency Phone _____ Cell Phone _____

Project: _____ Tract:_____ Location _____

Type of Services:_____ Contract Number:_____ Contract Amount:_____

City/State/Zip:_____

Consultant is required to provide the Professional Liability insurance according to Section 8.1.5 of this Agreement.

This Consultant Agreement (this "**Agreement**") is made as the Agreement Date above, between _____, a _____ ("**Client**"), and the above-described Consultant ("**Consultant**").

1. AGREEMENT.

Consultant agrees to provide the Services (defined below) for the above described Project for the Contract Price (defined below), and Client agrees to pay Consultant the Contract Price subject to all the terms and conditions contained in this Agreement.

2. THE SERVICES.

2.1 Consultant agrees that Client is party to an Exclusive Negotiating Agreement ("ENA") with the Redevelopment Agency of the City of Oakland ("Agency") for the development of the Oakland Army Base ("OAB"). Pursuant to the applicable provisions of the Second Amendment to the ENA, Client has agreed to oversee and coordinate the planning and design of Master Planning (as defined in the Second Amendment to the ENA) of the OAB. Client will commence overseeing and coordinating the OAB's Master Planning before the Agency and Client have completed negotiations for the final agreement governing the development of the OAB. CCG's agreement with the Agency for Master Planning requires that Client retain third-party consultants to prepare the necessary deliverables for the OAB's Master Planning.

2.2 Consultant agrees to perform and provide all services and materials and perform the work described in **Exhibit A**, attached hereto, including, furnishing any related data, reports, documentation, drawings, Computer Aided Design (CAD) media, models and other instruments of services described therein (the "**Services**") by providing, at Consultant's cost, all skill, services, labor, materials, supervision, equipment and facilities required to accomplish efficiently and according to the applicable standard of professional care all the Services, in accordance with the schedule to set forth in **Exhibit A**, in a good and professional manner, in compliance with this Agreement, all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws,

applicable FHA and VA requirements and the Occupational Safety and Health Act and Safety Orders (collectively, the "**Laws**").

2.3 The standard of care applicable to Consultant's performance of the Services shall be the degree of skill and diligence normally employed by experienced professional consultants performing the same or similar services in the same general geographical area as the Project.

2.4 Consultant represents that Consultant has thoroughly examined all applicable existing studies, plans, data, and other materials provided by Client as well as the conditions of approval corresponding to the Project (the "**Project Data**"). Consultant represents that Consultant is entering into this Agreement solely in reliance upon its review of the Project Data and Consultant's own information and investigations and not upon any statement or representation made by Client. Consultant shall immediately notify Client in writing of any discrepancies between the various Project Data documents or other issues contained in the Project Data actually discovered by Consultant that may adversely affect Consultant's ability to perform the Services.

2.5 Client shall have the right to delete any portion of the Services (a "**Task**") from the Services by giving at least 24 hours' written notice to Consultant. Upon the deletion of any Task or portion thereof, the parties shall execute a written change order describing the deleted Task or portion thereof and the corresponding reduction in the Contract Price (which reduction shall be reasonably equal to the value of the deleted Task, or if deletion of a portion of a Task, in proportion to the percentage of the Task actually deleted) and the corresponding changes to the schedule and deliverables required in conjunction with the performance of the remaining Services. If the Consultant has incurred expenses in anticipation of completing the deleted Task or portion thereof, then, in addition to payment for any work actually completed on the deleted Task, the written change order shall credit Consultant the actual amount of expenses reasonably incurred in anticipation of completing the deleted Task or portion thereof prior to Consultant's receipt of notice that the Task or portion thereof was being deleted.

3. CONTRACT PRICE.

3.1 Client shall pay Consultant in accordance with the price schedule and payment terms set forth in **Exhibit B**, attached hereto (the "**Contract Price**"), subject to the terms and conditions set forth in this Agreement.

3.2 The Contract Price shall not be subject to change due to changes in the cost of labor, materials or equipment or otherwise unless agreed to in writing by the parties hereto.

3.3 Consultant agrees that the Contract Price shall include all sales, service and/or use taxes and business license fees that shall incur as a result of Consultant's performing the Services, and any required travel expenses incurred by Consultant to supervise, coordinate, and/or facilitate the proper execution of the manufacturing, shipping, and installation of the Services.

3.4 If the Contract Price is to be paid on a time-and-materials basis and/or for reimbursable expenses, Consultant shall make available to Client, upon Client's request, true, complete and correct copies of Consultant's time and expense records relating to the Project for the purpose of Client's verifying Consultant's invoices. Any payment by Client for Services on a time-and-material basis or for reimbursable expenses shall not be deemed an acceptance of the correctness of such invoice or a waiver of Client's right to verify such invoice by inspection of Consultant's records. Consultant's failure to promptly provide Consultant's time and job records relating to the Project after Client's request, will be grounds for Client to withhold payment to Consultant until such records reasonably satisfactory to Client have been delivered to Client. If Consultant's time and job records relating to the Project do not substantiate Consultant's invoices for such Services, Client will have no obligation to pay Consultant for any time, material or reimbursable expenses that are not so substantiated, and Consultant will promptly refund upon Client's demand any amount previously paid by Client that was not so substantiated. As used in this Agreement, the term "reimburseable expenses" shall mean the reasonable actual, third party costs incurred by Consultant in performing the Services, including, but not limited to, delivery services, outside reproductions, auto mileage (outside of Alameda County), other travel, meals and governmental fees. The term "reimburseable expenses" expressly excludes Consultant's overhead costs and any portion of the Services that has been properly delegated to a Sub-Tier Consultant (defined below) pursuant to the terms of this Agreement. Consultant shall be required to obtain Client's and the Agency's written consent prior to incurring any single reimburseable expense over $500.00 and aggregate reimburseable expenses for any month in excess of $2,000.00. If

Consultant fails to obtain the required prior written consent, Client shall have no obligation to reimburse Consultant for the applicable reimburseable expense.

4. PAYMENT OF CONTRACT PRICE.

4.1 No portion of the Contract Price shall be due until (i) Consultant has delivered to Client waivers and release of all liens, and stop notice and bond claim rights for material, labor and other services furnished in connection with the Services, as required in Section 4.3; (ii) Consultant's work is acceptable to Client and the Agency; (iii) Client and Consultant mutually agree upon the percentage of work completed or stage of completion of the Services for the month prior to billing; (iv) the payment request, invoices and supporting documents are submitted by Consultant in accordance with the provisions of **Exhibit B**; (v) Consultant is in compliance with the all insurance requirements set forth in Section 8: (vi) Consultant has submitted to Client an IRS Form W9 containing Consultant's taxpayer identification number, (vii) Consultant has delivered completed forms attached as **Exhibits D and E** (and when applicable **Exhibit F)** in furtherance of Client's compliance with the City of Oakland and the Agency's Local Hire Ordinance, (viii) in the case of the final payment, Consultant has delivered to Client all reports, drawings and other instruments of services generated by Consultant for the Services and all deliverables comply fully with the requirements of this Agreement. Once the foregoing conditions have been met, Client shall pay Consultant in accordance with the terms of this Agreement.

4.2 Consultant shall submit invoices and Client's "Progress Billing Worksheet" executed and filled out properly with requests for progress payments then due, along with Client's "Payment Request Coversheet" for progress payments for Work performed for the preceding billing period, and the other documentation required by this Agreement to Client's main office no later than the 5th day of each month. All invoices and requests for payment must include the name of the Project, the date of completion of the Services, Client's contract number, description of work performed, and the number assigned by Client for this Agreement or any applicable Change Order or Purchase Order.

4.3 As a condition precedent to any obligation of Client to make payments to Consultant under this Agreement, Consultant shall furnish written evidence satisfactory to Client that all claims or demands of Consultant's consultants and their consultants (collectively "**Sub-Tier Consultants**"), and any other person or entity furnishing labor, services, materials, equipment, tools, supplies or employee benefits (all collectively, "**Potential Lien Claimants**"), have been paid and, if required by Client, an affidavit that so far as Consultant is able to ascertain, no person or entity has a right to any lien, stop notice or bond claim for materials, labor, supplies, equipment, tools or other services in connection with the Services to be performed by Consultant or any Sub-Tier Consultant. Such written evidence, including but not limited to lien and stop notice and bond claim releases, waivers and affidavits shall be furnished upon such forms and in such manner as may be requested by Client and all statements made by Consultant relative thereto shall be made under penalty of perjury. All requests for progress payment will be accompanied by a conditional waiver and release on progress payment substantially in the form required by Client and California Civil Code section 3262 and any request for any final payment, will be accompanied by a conditional waiver and release on final payment substantially in the form required by Client and California Civil Code section 3262.

4.4 If Client receives any notice of any liens or levies that affect Consultant or arise out of Consultant's Services, Client may withhold the payment of any monies to which Consultant would otherwise be entitled to receive, until such time that Client has reasonable evidence that such liens or levies have been discharged.

4.5 Consultant shall pay to Client upon demand all amounts that Client may pay in connection with the discharge and release of any such lien, stop notice, bond claim or claim therefor, including but not limited to all Legal Costs (as hereafter defined in Section 7.2, below).

4.6 No payment or advance made to Consultant pursuant to this Agreement shall be construed as evidence of acceptance of any such work or compliance by Consultant with the terms of this Agreement, and shall not be construed as a waiver by Client as to work later found to be defective or incomplete and shall not release the Consultant from its obligations to correct defective or incomplete work. When in the sole opinion of Client it is advisable: (i) payments to Consultant may be made by checks payable jointly to Consultant and any Potential Lien Claimants; or (ii) payments (including but not limited to Consultant's payroll obligations) may be made directly to one or more of the Potential Lien Claimants. Any amounts so paid shall be deducted from the amounts owed to Consultant under this Agreement. Consultant's acceptance of the last payment with respect to work performed on a particular completed structure shall constitute a waiver of all claims by Consultant as to that structure and the lot upon which it is constructed.

4.7 Consultant will submit all invoices and other requests for payment, including, but not limited to, those for extra work and change orders approved by Client, no later than ninety (90) days after the completion of Consultant's work. Client will be under no obligation to pay any invoices or other requests for payment that are given to Client more than 90 days after the completion of Consultant's work.

4.8 Client will have the right to deduct from any payment that is due Consultant any amount as a deduction, offset or backcharge, to complete or correct any of the Services, to cure any default of Consultant under this Agreement or as otherwise authorized by this Agreement (**"Backcharge"**).

4.9 This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, Client shall pay the undisputed invoices of Consultant and Consultant shall pay undisputed invoices of its immediate Sub-Tier Consultants for goods and/or services within twenty (20) business days of submission of invoices unless the Client and Consultant notify the City of Oakland Liaison in writing within five (5) business days of receipt of the disputed invoice that there is a bona fide dispute between the Client and the Consultant (or Consultant and its immediate Sub-Tier Consultants) and claimant, in which case the Client or Consultant may withhold the disputed amount but shall pay the undisputed amount.

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

Client shall not withhold from Consultant and Consultant shall not withhold from its immediate Sub-Tier Consultants any monies for retention associated with Consultant's or Sub-Tier Consultants' rendering of goods. Client may withhold from Consultant and Consultant may withhold from its immediate Sub-Tier Consultants monies for retention associated with Consultant's or Sub-Tier Consultants' rendering of services; provided, that they are required to release such retention in proportion to the Consultant or Sub-Tier Consultant services rendered, for which payment is due and undisputed, within five (5) business days of payment by the Agency to Client or Client to Consultant, as applicable. Client and Consultant shall each be required to pass on to and pay Consultant or Sub-Tier Consultant mobilization fees within five (5) business days of being paid such fees by the Agency. For the purpose of posting on the City's website, Client and Consultant, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Client is required to file an affidavit, under penalty of perjury, that he or she has paid Consultant, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of Consultant and the amount paid.

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

Consultant and its Sub-Tier Consultants shall include the same or similar provisions as those set forth above in this section in any contract with another Consultant or Sub-Tier Consultant that delivers goods and/or services pursuant to or in connection with this Agreement.

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

4.10 Consultant shall certify in its Progress Billing Worksheet that it has complied with the City of Oakland's local hire ordinance and shall also state the number of Oakland residents that Consultant employs at the time it submits its Progress Billing Worksheet.

4.11 During and upon completion of the Consultant's work under this Agreement, the Agency may request documentation certifying that Client has paid Consultant (not more frequently than once a month). The Agency reserves the right to issue, and Consultant agrees to accept as payment, joint checks payable to Client and the Consultant. Consultant agrees that neither this provision, any joint-check issued by Agency nor any other provision of this Agreement creates any contractual relationship between Consultant and Agency. Consultant also agrees that neither this provision, any joint-check issued by Agency nor any other provisions of this Agreement will render Consultant a third-party beneficiary of the ENA or any other agreement between Client and the Agency.

5. TERM.

5.1 This Agreement shall be effective as of the Agreement Date, above, and shall remain in effect until the Services are complete, or until amended, in writing, by both Client and Consultant or until Client gives Consultant notice of termination.

5.2 Client at its sole option may terminate this Agreement, at any time and for any reason or no reason, by giving Consultant at least five (5) days' prior written notice, and should such termination be made other than for Consultant's failure to perform or Consultant's breach of this Agreement, as provided in Section 7, hereof, Client shall pay Consultant the cost of Services actually completed by Consultant, or other costs actually incurred by Consultant in its anticipated performance of the Services, plus ten percent (10%) of such amount, less all sums paid Consultant prior thereto pursuant to the terms of this Agreement, and any deductions from the Contract Price made by Client in accordance herewith, provided, however, the total amount to be received by Consultant pursuant to this Agreement shall not in the aggregate exceed the Contract Price. As a condition precedent to Consultant's right to receive payment pursuant to this Section, Consultant shall, upon request therefor by Client, provide written evidence satisfactory to Client, including but not limited to canceled checks, paid invoices, and such other documentation as Client may require, substantiating Consultant's claim to such incurred costs. Payment pursuant to this Section shall be subject to all the terms and conditions of, and procedures for, payment as set forth herein.

6. PROJECT DOCUMENTS.

6.1 Upon (a) demand by Client, (b) completion of the Services, or (c) termination of this Agreement and Consultant's receipt of compensation due, Consultant shall deliver to Client any models prepared by Consultant, and originals or reproducible copies of all drawings, data, calculations, plans, specifications, computer aided design (CAD) files or other media prepared by Consultant or at the request of or on behalf of Consultant, in connection with or in any manner arising from Consultant's performance of the Services and this Agreement (the "**Project Documents**"), whether or not any Project Document is complete. In the event of a dispute as to any amount due to Consultant under this Agreement at the time Consultant is required to deliver the Project Documents to Client pursuant to the immediately preceding sentence, Consultant shall deliver the Project Documents to Client so long as Client has paid any undisputed amounts due Consultant and either party has made a written demand for dispute resolution. Any use of any of the Project Documents for any other project not authorized in writing by Consultant, any changes made by anyone other than Consultant, and any use of incomplete Project Documents shall be at Client's or any other user's sole risk, and Consultant shall bear no liability for any such unauthorized use. Client agrees to indemnify, defend and hold Consultant and its officers, agents and employees harmless, from any claims, losses, damages, costs, including without limitation attorneys' fees, arising out of any such unauthorized use, or change of any of the Project Documents for any other project. However, if this Agreement is for any reason assigned to Agency, the Agency will not be obligated to undertake any indemnity obligations that Client might have to Consultant under this Agreement.

6.2 Consultant agrees that all drawings, plans, specifications and other documents, created by or on behalf of Consultant will be approved for use, certified, signed and stamped, at no additional charge to Client, by a person or persons having the proper license, certification or registration and the applicable governmental body or agency, as required by law, before such drawings, plans, specifications and other documents are used for the Services.

7. DEFAULT AND REMEDIES.

7.1 Should Consultant fail to perform in accordance with any material term of this Agreement or otherwise be in material breach hereunder, Client may give notice of such breach to Consultant, identifying the failure of performance or breach of this Agreement. Such failure of performance or breach by Consultant shall give Client the option (at Client's sole discretion) of:

7.1.1 Client Performing Work. Without terminating this Agreement or the obligations of Consultant hereunder as to all of the Services required to be performed or furnished by Consultant, require Consultant, at Consultant's expense, to cure such defaults as may exist in the performance of Consultant's obligations, within three (3) business days after such notification, including but not limited to, correcting any documents or other instruments of service determined by Client to be inaccurate, incomplete or not complying with the requirements of this Agreement. Client's failure to give notice to Consultant as herein provided shall not alter, diminish or restrict any of Consultant's obligations or any of Client's rights as set forth in this Agreement. Should Consultant fail to timely correct or complete the work or otherwise cure its defaults hereunder, without further notice, Client may complete or correct the work or otherwise remedy the default by Consultant in which event Consultant shall reimburse Client upon demand for Client's Costs. As used in this Agreement, the phrase **"Client's Costs"** shall mean the actual cost to Client for all services, materials and other items provided or paid for by Client or its designee(s) plus an amount equal to the lesser of (a) fifteen percent (15%) of such cost or (b) $10,000. Upon the completion of the Services (or portion thereof that is the subject of the default notice) pursuant to this Section 7.1.1 and Consultant's payment of Client's Costs, Consultant shall be entitled to receive payment of the Contract Price (or applicable portion thereof) pursuant to the terms of this Agreement.

7.1.2 Terminating the Agreement. Upon Consultant's failure to cure its default within three (3) business days after receipt of Client's written notice to Consultant that it has defaulted on the Agreement and the basis for Client's assertion that Consultant has defaulted, Client may, at its sole election, terminate this Agreement, with the further option granted to Client of itself completing the Services required to be performed by Consultant or any portion thereof, or having such work in whole or in part completed by others, and in each instance Client shall be entitled to recover all damages suffered by Client.

7.2 Consultant shall be liable for all damages suffered by Client by reason of Consultant's default in any provision of this Agreement, and the exercise by Client of its option to terminate this Agreement shall not release Consultant of such liability. Consultant shall have no right to receive any further payment after default by it of any term of this Agreement until such time as the Services to be performed by it pursuant hereto has been completed and accepted by Client and damages suffered by Client, if any, ascertained. As used in this Agreement and subject to the terms of Section 7.5, the phrase **"damages suffered by Client"** shall include all damages allowed by law and by way of illustration, but not of exclusion, Client's Costs of completing the Services which exceed the Contract Price, other damages specifically described elsewhere in this Agreement, and Legal Costs. As used in this Agreement the phrase **"Legal Costs"** shall include, but not be limited to, reasonable attorneys' fees, expert witness fees or professional opinion fees, costs of tests or analyses and all costs of suit, taxable and non-taxable, including, but not limited to, costs of deposition and trial transcript copies.

7.3 The options and rights granted to Client herein shall not be deemed as limitations upon the other rights and remedies of Client in the event of a failure of performance or breach by Consultant, and Client shall be entitled to exercise the rights and remedies hereinabove specified and all other rights and remedies which may be provided in this Agreement or by law or in equity, either cumulatively or consecutively, and in such order as Client in its sole discretion shall determine.

7.4 If Client fails to make payments to Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and, in such an event, if Client fails to cure such nonperformance within seven (7) business days after receipt of Consultant's demand for performance, Consultant may elect to either (a) terminate this Agreement or (b) suspend (in whole or in part) performance of the Services under this Agreement. Notwithstanding the provisions of the immediately preceding sentence to the contrary, in the event that (y) Client has paid all undisputed amounts due under this Agreement and (z) either party has made a written demand for dispute resolution, Consultant shall have no right to terminate this Agreement or suspend the performance of the Services until the dispute resolution process has been finally resolved in favor of Consultant.

7.5 If Client terminates this Agreement pursuant to Section 5.2 or this Section 7, Consultant agrees to cooperate with Client in order to provide for an orderly transition of the Services.

8. INSURANCE.

8.1 Consultant represents that it does carry and agrees to continue to carry, as of the date hereof, and will require all its Sub-Tier Consultants to provide for the Project, with insurance companies acceptable to Client, the following insurance coverages continuously during the life of this Agreement.

8.1.1 Commercial General Liability, Bodily Injury and Property Damage:

a. Policy limits of at least the following amounts: $2,000,000 each Occurrence, and $4,000,000 General Aggregate that applies separately to this Project;

b. Occurrence Form Policies Only (Modified Occurrence or Claims Made Insurance is not acceptable);

c. Include Bodily Injury, Broad Form Property Damage, Premises/Operation, Contractual;

d. Provide a separate certificate of insurance for each Project with the name of the Project stated thereon;

e. The words, "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" shall be lined out or such policy shall contain an endorsement attached to the Certificate of Insurance, that states that the policy may not be cancelled or terminated without at least ten (10) days' prior notice for nonpayment of premiums and not less than thirty (30) days' prior notice for any other reason, to Client; and

f. Such policy shall also contain an endorsement attached to the Certificate of Insurance that states the following: "Consultant's insurance shall be primary insurance as respects to any claims, losses or liability arising directly or indirectly from the Consultant's operations and other insurance maintained by the Project Owner or Client shall be non-contributory with the insurance provided thereunder;" and

g. Such policy shall contain cross-liability coverage as provided under standard ISO forms' separation of insureds clause.

8.1.2 Additional Insured Endorsement (separate endorsement) for General Liability:

a. To name (i) the Agency, the Agency's board members, directors, agents, and employees, the City of Oakland, and the City of Oakland's council members, directors, agents, and employees (collectively, the "**City Parties**") and (ii) Client (together with the City Parties, the "**Additionally Insured Parties**"), as additional insureds;

b. Including "insurance is primary and non-contributory" wording; and

c. Form CG 20 10 10 93 or equivalent form that meets the above requirements.

Consultant shall add the Additionally Insured Parties as an additional insured on the above general liability policy by having the insurance carrier issue a CGL-2010 Additional Insured – Premises/Ongoing Operations Endorsement Edition date 10/93, or its equivalent. This extension shall apply to the full extent of the actual limits of Consultant's coverages even if such actual limits exceed the minimum limits required by this Agreement. The Additionally Insured Parties' additional insured status under the policy(ies) must not be limited by amendatory language to this policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the Additionally Insured Parties in the umbrella or excess liability insurance shall be as broad or broader than the coverage present in the underlying insurance and in accordance with this Agreement. Each general liability, umbrella or excess policy shall specifically state that the insurance provided by the Consultant shall be considered primary, and insurance of the Additionally Insured Parties shall be considered excess for purposes of responding to claims.

8.1.3 Automobile Liability, Bodily Injury, Property Damage:

a. Policy limits of at least the following amounts: $1,000,000 each Occurrence; and

b. Any Automobile (including owned, non-owned and hired).

8.1.4 Workers Compensation Liability:

a. Employer's Liability with policy limits of $1,000,000;

b. Waiver of Subrogation Endorsement (Separate Endorsement). A separate endorsement is not required on policies issued by State Fund – the endorsement wording can be stated directly on the Certificate of Insurance; and

c. Consultant certifies that it 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. Consultant 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.

8.1.5 Professional Liability Insurance:

a. Professional Liability Insurance that shall be on a "claims made basis";

b. Policy limits of at least the following amounts: each claim $2,000,000/Aggregate $2,000,000;

c. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the Consultant begins to perform work under this Agreement; and

e. Consultant shall maintain such coverage for no less than thirty-six months after expiration of this Agreement.

8.1.6 Consultants and Sub-Tier Consultants Involved With Hazardous Materials:

a. Consultant and Sub-Tier Consultants involved with Hazardous Materials must carry a Pollution Liability Policy with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate that applies separately to this Project.

8.2 All insurance companies issuing the above-described insurance policies must have an AM Best rating of A- VII or better. All policy endorsements and certificates of insurance must be received by Client or Client's designated insurance agents, administrators or managers as originals. Faxes and photocopies of such items are not acceptable.

8.3 Prior to commencing work on the Project, Consultant and each Sub-Tier Consultant shall evidence that such insurance is in force by furnishing Client with a Certificate of Insurance, or if requested by Client, certified copies of policies. The Certificate of Insurance shall accompany and become a part of this Agreement. Each Certificate of Insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, non-renewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to Client, but in the event of nonpayment of premium, ten (10) days notification will be provided; (2) show the Additionally Insured Parties as Additional Insureds by either referencing or attaching the required endorsement; (3) shall indicate that the Consultant's and the Sub-Tier Consultants' Commercial General Liability coverage is primary and the Additionally Insured Parties' insurance is excess for any Covered Claims (defined in Section 9.1 below); and (4) indicate that the coverage applies in the state where operations are being performed; and (5) Commercial General Liability insurance coverage shall include contractual liability coverage insuring the agreement and obligations of the insured to indemnify the Indemnified Parties and others to the extent set forth in the applicable contract between the insured and Client.

8.4 If the Consultant should subcontract any work to a Sub-Tier Consultant, including, but not limited to, any design of any portion of the Services, Consultant shall require that such Sub-Tier Consultant agree in writing to indemnify the Additionally Insured Parties as set forth in this Agreement and shall carry insurance as set forth in this Agreement prior to permitting such Sub-Tier Consultant to commence its work. Consultant shall obtain a signed agreement from such Sub-Tier Consultant indemnifying the Additionally Insured Parties, as set forth in this Agreement and agreeing to carry insurance as set forth above. In addition, Consultant shall require in its purchase orders that each supplier indemnify Consultant and the Additionally Insured Parties from all losses arising from any materials or supplies included in such work.

8.5 Any attempt by the Consultant or any of Consultant's Sub-Tier Consultants to cancel or modify such insurance coverage, or any failure by the Consultant or any of Consultant's Sub-Tier Consultants to maintain such coverage, shall be a default under this Agreement and, upon such default, Client will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Client may, at its discretion, withhold payment of any sums due under this Agreement until Consultant provides adequate proof of compliance with all insurance requirements.

8.6 The amounts and types of insurance set forth above are minimums required by Client and shall not substitute for an independent determination by Consultant or any Sub-Tier Consultant of the amounts and types of insurance which Consultant or any Sub-Tier Consultant shall determine to be reasonably necessary to protect itself and its work.

8.7 Consultant agrees that Client, or Client's designated insurance agent, manager or administrator may audit Consultant or any of Consultant's Sub-Tier Consultants' books and records, insurance coverages, insurance cost information, or any other information that Consultant or any Sub-Tier Consultant provides to Client, or Client's designated insurance agent, manager or administrator to confirm the accuracy of such documents and matters.

8.8 In the case of the breach of any of the insurance provisions of this Agreement that are not cured within 10 days of written notice to Consultant, the Client may, at the Client's option, take out and maintain at the expense of Consultant, such insurance in the name of Consultant as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Consultant under this Agreement.

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

8.10 Any deductible or self-insured retentions must be declared to and approved by the Client and the Agency. At the option of the Client or the Agency, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the Additionally Insured Parties; or the Consultant shall provide a financial guarantee satisfactory to the Client and the Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8.11 Consultant waives all rights against the Additionally Insured Parties to the extent these damages are covered by the forms of insurance coverage required above.

8.12 The Client maintains the right to modify, delete, alter or change any of the insurance or indemnity requirements included in this Agreement upon not less than ninety (90) days' prior written notice.

8.13 In the event that Client exercise its rights under Section 8.10 or 8.12, the parties shall execute a written change order to this Agreement that increases the Contract Price by the amount actually incurred by Consultant in complying with Client's insurance requirements.

9. INDEMNITY.

9.1 Definitions.

9.1.1 Covered Claim. As used in this Agreement, the term "**Covered Claims(s)**" shall mean any and all liabilities, losses, claims, judgments, suits, or demands for (a) injuries to or death of persons, (b) damage to personal or real property, (c) economic loss brought against or incurred by an Indemnified Party (defined below). Covered Claims include, but are not limited to, claims made by (y) a Consultant's employee or Sub-Tier Consultant and (z) a third party claiming patent, trademark or copyright infringement.

9.1.2 Indemnified Party(ies). The term "**Client Parties**" means Client and its members, shareholders, partners, managers, officers, directors and employees. The term "**Indemnified Parties**" means the Client Parties and the City Parties. The term "**Indemnified Party**" means any one of the Indemnified Parties.

9.2 Consultant's Indemnity Obligations.

9.2.1 Indemnity for Client Parties. Consultant hereby agrees to indemnify, defend and hold harmless the Client Parties against all Covered Claims arising out of, resulting from or relating to the performance of the Services by Consultant or any of its Sub-Tier Consultants; provided, however, Consultant shall not be required to indemnify, defend or hold any one of the Client Parties harmless to the extent (but only to the extent) that the Covered Claim results from the Client Parties' active negligence or willful misconduct. For the purposes of this Agreement and as between the Consultant and the Client Parties, such parties hereby agree that active negligence does not include (a) a party's failure to inspect or (b) a party's failure to identify, warn or take action about a dangerous condition despite such party's inspection. The Client Parties' rights to indemnity from the Consultant are in addition to and cumulative to any benefits that they may have under any policy of insurance.

9.2.2 Indemnity for City Parties. Consultant shall indemnify and defend the City Parties to the extent that the Covered Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful conduct of the Consultant or its Sub-Tier Consultants. The City Parties' rights to indemnity from the Consultant are in addition to and cumulative to any benefits that they may have under any policy of insurance.

9.3 Defense of a Covered Claim. Consultant's duty to defend the Indemnified Parties shall arise at the time notice of a Covered Claim is first provided to Consultant by the Indemnified Parties, regardless of whether the claimant has filed suit on the Covered Claim. Consultant's duty to defend the Indemnified Parties shall arise even if the Indemnified Parties, or any of them, are the only parties identified/sued by the claimant. After tender by Client or another Indemnified Party, Consultant will defend any and all Covered Claims which may be brought or threatened against the Indemnified Parties and will pay on behalf of the Indemnified Parties any expenses incurred by reason of such Covered Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending or investigating such Covered Claims. Such payments on behalf of the Indemnified Parties shall be in addition to any and all other legal remedies available to the Indemnified Parties and shall not be considered the Indemnified Parties' exclusive remedy. Notwithstanding anything to the contrary, if a defense was provided by Consultant, upon final resolution of the Covered Claims by judgment or award, the applicable Indemnified Parties will reimburse Consultant for such defense costs to the extent that:

(a) with respect to the Client Parties, the Covered Claim arises out of, pertains to, or relates to the active negligence or willful misconduct of the individual or entity being indemnified;

(b) with respect to the City Parties, the Covered Claim does not, arise out, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its Sub-Tier Consultants; or

(c) with respect to Client Parties and City Parties, the Covered Claim does not arise out of, pertain to, or relate to the scope of the Services in the written agreement between the parties.

Notwithstanding anything to the contrary, if a defense was provided by Consultant, upon final resolution of the Covered Claims by a settlement agreement, the Indemnified Party shall reimburse Consultant for a percentage of defense costs actually incurred by Consultant, which percentage shall be calculated by dividing the amount that the Indemnified Party agreed to pay pursuant to the settlement agreement by the total amount that both Consultant and the Indemnified Party agreed to pay pursuant to the settlement agreement. Consultant shall not agree to enter into any settlement agreement that requires an Indemnified Party to pay any amount without such Indemnified Party's express, prior consent.

9.4 Nothing contained in Section 9 shall affect (a) the validity of any insurance contract, workers' compensation or agreement issued by an admitted insurer as defined by the California Insurance Code or (b) obligations of an insurance carrier under the holding of *Presley Homes, Inc. v. American States Insurance Company* (2001) 90 Cal.App.4th 571.

10. CONSULTANT'S EMPLOYEES AND SUB-TIER CONSULTANTS.

10.1 In the performance of this Agreement, Consultant shall not hire any Sub-Tier Consultants to perform any work on the Project, without the prior written consent of Client, which Client may withhold at Client's discretion. If not

already required pursuant to Exhibit A, Consultant will coordinate its work with all other consultants retained by Client as needed on basis of an hourly-rate approved by Client. It is clearly understood by all parties that while Consultant may coordinate its work with that of other consultants who are retained by Client, these other consultants are licensed professionals and Consultant assumes no liability for the quality of said consultant's work nor for the errors or omissions these consultants may cause. Furthermore, Consultant has an affirmative obligation to review the documents provided to Consultant by Client that concern (a) the work product of other consultants or (b) the work and activity of other consultants and, to the extent that such work product or activity overlap/interact with the Services, provide Client with written notice of any potential or actual conflicts between such materials, documents or activities and the Project Documents. In such an event, this Agreement shall be modified as determined appropriate by the Client.

10.2 In the performance of this Agreement, Consultant shall not employ any person not skilled in work assigned to such person. Any Sub-Tier Consultant or employee who is adjudged by Client to be not in compliance with this Agreement, incompetent, disorderly, unreliable or otherwise unsatisfactory shall immediately be removed and/or replaced from performing any work or services to Consultant, upon notice from Client. Client will have the right to withhold any payment owed to Consultant until Consultant has complied with this section.

10.3 Consultant shall comply fully with all applicable federal, state or local legislation relating to employment. In connection with performance of the Services Consultant agrees not to discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, age, national origin or disability.

10.4 Consultant shall designate in writing one or more persons as Consultant's authorized agent(s) for the Project. Such agent(s) shall have the authority to accept and execute change orders, acknowledgments of extra work, Backcharge notices, notices or any other documents related to the Project on behalf of the Consultant.

10.5 Consultant shall require each of its Sub-Tier Consultants to be bound to Client and to the Agency by the terms of this Agreement, and also require that Sub-Tier Consultants assume all obligations and responsibilities (including but not limited to insurance, indemnity, prompt payment, local employment reporting, confidentiality, assignment, ownership of deliverables, and other obligations), that the Consultant owes to Client and the Agency under this Agreement. Each Sub-Tier Consultant agreement will preserve and protect the rights of the Client and Agency under this Agreement so that subcontracting will not prejudice such rights. Consultant shall require that sub-consultants enter into identical agreements with second tier sub-consultants.

11. CHANGES.

Consultant shall make no changes in the Services, including but not limited to additions, deletions or substitutions, nor shall Consultant perform any extra work, without the prior written consent of Client, it being understood that Consultant shall receive no payment in addition to the Contract Price without first obtaining such prior written consent of Client, and any such work shall be deemed voluntary. This Agreement may only be modified in writing and may not be modified by the conduct of any party hereto; provided, however, that Client's rights to eliminate portions of the Services or to initiate change orders shall not be limited in any way. Consultant acknowledges that Client cannot approve changes to the Services greater than $24,999 in value without prior written approval by Agency. All such authorization for changes in work required to be performed by Consultant under this Agreement, including performance of extra work in addition to that required hereunder, shall be upon such written forms as shall be provided by Client. Should Client so request, Consultant shall perform such extra work so long as (a) such work is reasonably within Consultant's area of expertise; (b) Client agrees in writing to pay Consultant the cost of such extra work, together with Consultant's reasonable overhead and profit attributable thereto; and (c) where applicable, the Agency consents to such change order. Failure of Consultant to perform such extra work shall constitute a material breach of this Agreement by Consultant, it being understood that any dispute concerning the performance of such extra work or the amount to be paid Consultant by Client shall not affect Consultant's obligation to perform such extra work. Any payment for additional work will be made consistent with the other payment terms in this Agreement.

12. ROYALTIES.

All royalties and license fees applicable to Consultant's performance of this Agreement are included in the Contract Price, and shall be paid by Consultant. Consultant shall, in addition to any other indemnity obligations, indemnify, defend and hold the Indemnified Parties harmless for, from and against all suits or claims for infringement of

copy rights or patent rights involved or otherwise related to the Services of Consultant pursuant to the terms of this Agreement.

13. ASSIGNMENT.

13.1 Subject to the provisions of Section 13.2, neither party shall assign or transfer this Agreement or any part hereof, or make an assignment or transfer of any monies payable to Consultant pursuant to this Agreement, without the prior written consent of the other party, and any attempted assignment or transfer of this Agreement, or of monies payable to Consultant pursuant to this Agreement, shall constitute a material breach of this Agreement.

13.2 Any of the following shall constitute an "Assignment Event": (a) the termination or expiration of the ENA between Agency and the Client without the parties having entered into a final Lease Development and Disposition Agreement, (b) termination of the Client by the Agency pursuant to the terms of the ENA or for any other reason, or (c) the Client's election, this Agreement shall be assigned to Agency. Client shall notify Consultant in writing within three (3) business days of the occurrence of an Assignment Event, and will concurrently provide to Agency a copy of any notice concerning an Assignment Event Agency may also provide notice to Consultant of an Assignment Event. Within five (5) business days of its receipt of notice of an Assignment Event, Consultant shall provide Agency with a statement of the value of all paid work that has been performed by Consultant prior to its receipt of notice of an Assignment Event for which it has not received payment from Client. The assignment to the Agency shall be effective if and only if the Agency provides Client and Consultant with written notice of the Agency's acceptance of the assignment of this Agreement within forty five (45) business days after the latter of (a) Agency receipt of a copy of Client's notice to Consultant of the occurrence of an Assignment Event or (b) Agency's service of notice of an Assignment Event on Consultant. Consultant agrees that it will immediately suspend its work under this Agreement upon the receipt of written notice from Client or Agency of an Assignment Event. If Agency accepts assignment of the Agreement, Agency will succeed to all rights that Client has under this Agreement and continue to have all other rights provided to the Agency under this Agreement; provided, however, the Agency shall not assume any unfulfilled obligations of Client that arose prior to the date upon which the Agency accepted the assignment. If Agency accepts the assignment, the Agency shall be obligated to pay Consultant for Services performed prior to the date on which the Agency accepts the assignment of this Agreement so long as (x) Consultant has not yet been paid for those Services, (y) the Agency has previously approved the scope of Services pursuant to Section 35(a) below, and (z) Agency has not previously paid Client for such Services, but in no case shall Agency be obligated to pay Consultant any more than what Agency would have been obligated to reimburse Client for Consultant's services. Client shall remain liable to Consultant for payment of that portion of the Contract Price applicable to Services performed prior to the Agency' acceptance of the assignment that is not included within the scope of the preceding sentence. Furthermore, if the Agency accepts the assignment of this Agreement, Consultant shall present to the Agency an invoice for unpaid services performed prior to the assignment of this Agreement within ten (10) business days of receiving notice that the Agency has accepted the assignment. Agency reserves all rights to dispute the invoice that Consultant presents to Agency for unpaid pre-assignment services.

13.3 If Agency accepts assignment of this Agreement, it reserves the right to assign the Agreement to another party that will undertake the responsibilities of Client under this Agreement.

14. NOTICES.

14.1 Any notice to be given to Consultant by Client under this Agreement may, at Client's option, be given by written, electronic mail, facsimile transmission or telegraphic notice to Consultant at its address set forth in this Agreement. Notice shall be deemed given to Consultant upon deposit of such notice in the United States mail, first class, postage prepaid, or upon transmission by electronic mail or facsimile (fax) of such notice, or upon notification to the telegraphic company of such notice, whichever is applicable.

14.2 Any notice to be given to Client by Consultant under this Agreement may, at Consultant's option, be given by written, electronic mail, facsimile transmission or telegraphic notice given to Client at its address set forth above. Notice shall be deemed given to Client upon deposit of such notice in the United States mail, first class, postage prepaid, or upon transmission by electronic mail or facsimile (fax) of such notice, or upon notification to the telegraphic company of such notice, whichever is applicable.

Any party hereto may change its address by written notice to the other party, notifying the other party of its change of address, which notice shall not be effective until actually received by the other party.

15. INDEPENDENT CONTRACTOR.

At all times in the performance of this Agreement, Consultant is and will be acting as an independent contractor and shall be solely responsible for the employment, acts, omission, control and direction of its employees and Consultants. Nothing contained in this Agreement shall authorize or empower Consultant to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of, or in the name of Client, or to bind Client in any manner, or make any representation, warranty or commitment on behalf of Client.

16. TAXES.

Unless Consultant is supplied with the sales (privilege) tax license number of Client and is directed not to pay such taxes, Consultant shall pay all transaction, privilege, sales, use and similar taxes imposed by local, state or federal Laws applicable to the labor, materials and services supplied by Consultant and all Sub-Tier Consultants. Consultant shall be solely responsible for the payment of local, state and federal income taxes, withholding requirements, self-employment taxes, social security taxes and other taxes and employment benefits with respect to payments made to Consultant and payments by Consultant to its Sub-Tier Consultants.

17. COMPLIANCE WITH LAWS AND GOVERNMENTAL GRANT REQUIREMENTS.

Consultant shall give all notices and comply with all Laws related to the performance of the Services under this Agreement. Consultant shall also comply with all requirements of federal and state grants for the Master Planning of the Oakland Army Base. Client shall provide copies to Consultant of the applicable grant requirements. To the extent the grant requirements effect a change order to the scope of Services, the Contract Price shall be adjusted pursuant to Section 11 hereof.

18. GOVERNING LAW AND INTERPRETATION.

This Agreement relates to work to be performed by Consultant in the State of California and the Laws of such state shall govern the construction of this Agreement. Each party waives and relinquishes its right to commence or maintain an action at law or in equity arising out of this Agreement in any place other than the County of Alameda, California. This Agreement shall be construed in accordance with its plain meaning and shall not be construed for or against any of the parties hereto. Paragraph or section headings shall be disregarded in construing or interpreting the provisions of this Agreement. If a term, provision, covenant, or condition of this Agreement is held to be void, invalid or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though all such void, invalid or unenforceable terms, provisions, covenants or conditions had not been contained herein.

19. TIME OF THE ESSENCE.

Time is of the essence in performance of the parties' obligations under this Agreement. In no event shall either party be liable for any delay in performance caused by force majeure events.

20. ENTIRE AGREEMENT.

This written Agreement represents the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral, and also supersede any inconsistent standards of practice in the construction industry in the County having jurisdiction. No amendment or supplement to this Agreement shall be effective unless in writing signed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All exhibits attached hereto are incorporated herein by reference.

21. THIRD PARTY BENEFICIARIES.

Consultant and Client agree that the Agency is an express third-party beneficiary of this Agreement, and the Agency has standing as such to enforce this Agreement for Agency's benefit. Consultant agrees that it will require all its Sub-Tier

Consultants to agree that the Agency is a third-party beneficiary of any subconsulting agreements. With the exception of rights of the Agency as a third-party beneficiary, Consultant and Client agree that nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement, and no third party beneficiary rights are intended to be created by this Agreement. Furthermore, Consultant expressly agrees that it is not a third-party beneficiary of any agreements between Client and the Agency, including, but not limited to, the ENA. Consistent with the foregoing sentence, Consultant expressly agrees that it has no rights under the ENA, and agrees further that it will not assert any claims in any court, arbitral forum, or other adjudicatory proceeding for monetary damages or other relief by asserting any legal theory that it is a third-party beneficiary under the ENA.

22. OWNERSHIP OF PLANS.

Consultant agrees that all drawings, plans, specifications, including any electronic media versions thereof, such as computer aided design (CAD) versions, and other documents, including copies thereof, furnished by Client or created by Consultant or any Sub-Tier Consultant for the Project, whether under this Agreement or under proposals, bids or request for bids are the property of the Agency and are not to be used on other work or given to other parties, except as needed during the course of the Services to be performed hereunder. The Agency shall be deemed the author of these documents furnished by Client and shall retain all common law, statutory and other reserved rights, including the copyright. For any drawings, plans, specifications and other documents created by Consultant or any Sub-Tier Consultant, Consultant shall cause such author to assign to Agency at Client's request, all common law, statutory and other reserved rights, including the copyright. All drawings, specifications and other documents shall be returned or delivered to Client upon completion of the Services or the termination of this Agreement, at Client's request. However, Consultant and Sub-Tier Consultants shall maintain intellectual property and copy rights to their guides, standards and practice information incorporated into any document prepared for the Project and may retain and use copies for reference and as documentation of its experience and capabilities.

23. CONFIDENTIALITY.

Consultant understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by the Agency or the City of Oakland and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Agency or the City of Oakland. Consultant agrees that all information disclosed by the Agency or City of Oakland to Consultant shall be held in confidence and used only in performance of the Agreement. Consultant shall exercise the standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data. Notwithstanding the foregoing, (a) in the event that Consultant is required pursuant to a final judicial order that is not appealable to disclose any such information, Consultant may do so without liability hereunder and (b) obligations of confidentiality expressed herein shall not apply to any information disclosed which (i) can be shown to be widely known and readily accessible to the public, (ii) can be shown from Consultant's files to have been known to Consultant prior to any disclosure hereunder or (iii) can be shown by Consultant to have been received from Consultant from a third party without obligation of confidentiality.

24. CONFLICT OF INTEREST.

24.1 Consultant hereby agrees to uphold the following protections against conflict of interest:

a. Consultant certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

b. Consultant certifies that no member, officer, or employee of the City of Oakland or the Agency or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

c. Consultant shall immediately notify the Client and Agency of any real or possible conflict of interest between work performed for the Agency and for other clients served by Consultant.

d. Consultant warrants and represents, to the best of its present knowledge, that no public official or employee of City of Oakland or the Agency who has been involved in the making of this Agreement, or who is a member of a City board or commission or Agency board which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Consultant shall exercise due diligence to ensure that no such official will receive such an interest.

e. Consultant further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Consultant to Client, the Agency, or the City of Oakland, that (1) no public official of City of Oakland or the Agency who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Consultant or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth $2,000 or more, (b) any real property in which the official has a direct or indirect interest worth $2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than $500 the previous year. Consultant agrees to promptly disclose to Client, the City of Oakland, and the Agency in writing any information it may receive concerning any such potential conflict of interest. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

f. Consultant understands that in some cases Consultant or persons associated with Consultant may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Consultant further understands that, as a public officer or official, Consultant or persons associated with Consultant may be disqualified from future City of Oakland or Agency contracts to the extent that Consultant is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

g. Consultant shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

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

24.3 In addition to the rights and remedies otherwise available to the City of Oakland or the Agency under this Agreement and under federal, state and local law, Consultant understands and agrees that, if the Client or the Agency reasonably determines that Consultant has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the Client may (a) suspend payments under this Agreement, (b) terminate this Agreement, or (c) require reimbursement by Consultant to the Client of any amounts disbursed under this Agreement. In addition, the Client may suspend payments or terminate this Agreement whether or not Consultant is responsible for the conflict of interest situation.

25. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES.

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

25.1 Consultant and its Sub-Tier Consultants, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

25.2 Consultant and its Sub-tier Consultants shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

25.3 Consultant and its Sub-Tier Consultants shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Exhibit C**, attached hereto and incorporated herein.

25.3 If applicable, Consultant and its Sub-Tier Consultants will send to each labor union or representative of workers with whom Consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26. LOCAL AND SMALL LOCAL BUSINESS ENTERPRISE PROGRAM (L/SLBE).

Consultant and its Sub-Tier Consultants shall complete (a) the Ownership, Ethnicity and Gender Questionnaire, attached hereto as **Exhibit D**, and (b) the Project Consultant Team form, attached hereto as **Exhibit E**, and submit both forms with each of its invoices. Failing to provide these completed forms with invoices shall be grounds for Client to reject the invoice. Furthermore, failing to complete the forms completely shall also be grounds for Client to reject the invoices. At the conclusion of Client's work for the Master Planning of the OAB, Consultant shall cooperate with Client in preparing and executing an Exit Report and Affidavit, a copy of which is attached hereto as **Exhibit F**. Consultant shall cooperate with all Agency requests to audit Consultant's responses in **Exhibits D, E, and F**. Consultant shall track and report to Client the number of Oakland residents it employs. Consultant shall submit a report with each invoice and Progress Billing Worksheet. Consultant shall require all Sub-Tier Consultants to comply with the provisions of this Section.

27. LIVING WAGE ORDINANCE.

If the Contract Price of this Agreement is equal to or greater than $25,000 annually, then Consultant (and each Sub-Tier Consultant with a contract with Consultant equal to or greater than $25,000) shall comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to Consultant's employees who perform services under or related to this Agreement. If this Agreement is subject to the Living Wage Ordinance, Consultant shall submit the Declaration of Compliance attached and incorporated herein as **Exhibit G** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the Consultant must provide the following to its employees who perform services under or related to this Agreement:

27.1 Minimum compensation – Said employees shall be paid an initial hourly wage rate of $11.15 with health benefits or $12.82 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Consultant shall provide written notice of any increase to its employees no later than July 1 of each year)

27.2 Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least $1.67 per hour. Consultant shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of this Agreement.

27.3 Compensated days off – Said employees shall be entitled to twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten (10) uncompensated days off per year for sick leave. Employees shall accrue one (1) compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six (6) months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required twelve (12) compensated days off. The required ten (10) uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

27.4 Consultant shall inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. Among other sources of information, there are several websites and other sources available to assist Consultant in complying with the requirements of this Section. Such web sites include but are not limited to: (a) http://www.irs.gov for current EIC guidelines as prescribed by the Internal Revenue Service and (b) http://eitcoutreach.org/ for the 2011 Earned Income Tax Outreach Kit.

27.5 Consultant shall provide to all employees and to the City of Oakland's Office of Contract Compliance, written notice of its obligation to eligible employees under the City of Oakland's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

27.6 Consultant shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within thirty (30) days of employment under this Agreement.

27.6 Reporting – Consultant shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Consultant shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five (5) days of the due date will result in liquidated damages of $500.00 for each day that the list remains outstanding. Consultant shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

27.7 Consultant shall require all Sub-Tier Consultants with contracts equal to or greater than $25,000.00 to comply with the above Living Wage provisions. Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

28. EQUAL BENEFITS ORDINANCE.

If the Contract Price for this Agreement is equal to or greater than $25,000.00, this Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of the Equal Benefits Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City consultants between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

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

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

Consultant shall require all Sub-Tier Consultants with contracts equal to or greater than $25,000.00 to comply with the Equal Benefits Ordinance. Consultant shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

29. CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS.

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Consultants that are doing business or seeking to do business with the City of Oakland or the Agency from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. Consultant shall deliver the completed **Exhibit I** concurrently with the execution of this Agreement. Consultant shall require all Sub-Tier Consultants to comply with the provisions of this Section.

30. NUCLEAR FREE ZONE DISCLOSURE.

Consultant represents, pursuant to **Exhibit C** that Consultant is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Consultant shall deliver the completed **Exhibit C** concurrently with the execution of this Agreement. Consultant shall require all Sub-Tier Consultants to comply with the provisions of this Section.

31. ARIZONA AND ARIZONA-BASED BUSINESSES.

Consultant agrees that in accordance with Resolution No. 82727 C.M.S., passed in May, 2010, neither it nor any of its subsidiaries, affiliates or agents that will provide services under this Agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this Agreement with the City of Oakland or until Arizona rescinds SB 1070, whichever is sooner. Consultant acknowledges its duty to notify the Client and the Agency if its business entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement. Consultant shall deliver the completed **Exhibit J** concurrently with the execution of this Agreement. Consultant shall require all Sub-Tier Consultants to comply with the provisions of this Section.

32. POLITICAL PROHIBITION.

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

33. RELIGIOUS PROHIBITION.

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

34. BUSINESS TAX CERTIFICATE.

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

35. AGENCY REVIEW OF AGREEMENT.

Consultant agrees that this Agreement shall not be effective until this Agreement has been reviewed and approved by Agency, and Agency has been provided the following:

a. a copy of this Agreement that includes a description of the scope of Consultant's services and a schedule for performance of the Services;

b. a copy of Consultant's City business license;

c. proof of all insurance required by this Agreement;

d. Consultant's taxpayer identification number;

e. Consultant's statement and declaration of conflict of interest in compliance with Section 24 of this Agreement shall be evidenced by Consultant's signature on this Agreement; and

f. Consultant's completed forms attached hereto as **Exhibit C** ("ADA Compliance/Nuclear Free Zone Disclosure Form"), **Exhibit D** ("Ownership, Ethnicity, and Gender Questionnaire") and **Exhibit E** ("Project Consultant Team").

Consultant will immediately notify Client and Agency of any changes in its taxpayer identification number, its business license, its insurance, the certifications in its statements and declaration regarding conflicts of interests, and its responses to the questions posed in **Exhibits D, E, and H**.

36. INTERNSHIPS/SUMMER JOBS.

Consultant hereby acknowledges that Client encourages Consultant to create openings for internships and summer jobs for Oakland youth and young adults.

37. HAZARDOUS SUBSTANCES.

All samples and by-products from sampling processes in connection with the Services shall be disposed of by Consultant in accordance with applicable law; provided, however, (a) as between Consultant, Client and the Agency, the Agency shall be deemed to be the owner of any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances (**"Hazardous Substances"**) related to the Services and (b) the Agency shall execute any necessary generator, transporter, or disposer manifests or other documents reasonably required in connection with the disposal of Hazardous Substances.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, TO BE EFFECTIVE AS OF THE AGREEMENT DATE.

Client:	Consultant:
Signed: _____	Signed: _____
Print Name _____	Print Name _____
Title _____	Title _____

EXHIBITS:

A: Scope of Work
B: Contract Price; Payment Terms
C: ADA/Nuclear Free Zone Disclosure
D: Ownership, Ethnicity and Gender Questionnaire
E: Project Consultant Team form
F: Exit Report and Affidavit
G: Declaration of Compliance (Living Wage Ordinance)
H: Declaration of non-Discrimination (Equal Benefits Ordinance)
I: Acknowledgement of Campaign Contribution Limits
J: Declaration of Compliance (Arizona Resolution)

EXHIBIT A: Scope of Work

[Describe services as follows:

(1) Description of Services: (A clear, precise description of the consultant's particular services: clear enough to allow a third party to determine whether the consultant has satisfied its duties);

(2) References: (Appropriate references to the "Scope of Services" in Exhibit H1 to the 2nd Amendment to the ENA;) and

(3) Delivery Schedule: (Appropriate references to the "Proposed Delivery Schedule" in Exhibit I to the 2nd Amendment to the ENA).]

CONSULTANT CLIENT

EXHIBIT B: Contract Price; Payment Terms

[Describe price schedule and payment terms. Description must contain the following:

(1) Initial not-to-exceed budget:

(2) Basis for payment and milestones for payment:

(3) Schedule of hourly rates for each individual consultant whose time will be billed:

(4) "T&M" payments, if any, (to be used only for consultants working on the early conceptual stages and provisions before fixed fee is finalized);

(5) Consultant's written acknowledgment that CCG does not have authority to approve changes greater than $24,999 in value without prior written approval by Agency;

(6) Completion of Exhibit D ("Ownership, Ethnicity, and Gender Questionnaire"), Exhibit E ("Project Consultant Team"), and when applicable, Exhibit F ("Exit Report and Affidavit"); and

(7) Completion of pay request forms that require Consultant to state percentage of work completed.]

CONSULTANT CLIENT

EXHIBIT C: ADA/Nuclear Free Zone Disclosure

[See Attached]

CONSULTANT CLIENT

EXHIBIT D: Ownership, Ethnicity and Gender Questionnaire

[See Attached]

CONSULTANT CLIENT

EXHIBIT E: Project Consultant Team form

[See Attached]

EXHIBIT F: Exit Report and Affidavit

[See Attached]

CONSULTANT CLIENT

EXHIBIT G: Declaration of Compliance (Living Wage Ordinance)

[See Attached]

EXHIBIT H: Declaration of non-Discrimination (Equal Benefits Ordinance)

[See Attached]

CONSULTANT CLIENT

EXHIBIT I: Acknowledgement of Campaign Contribution Limits

[See Attached]

CONSULTANT CLIENT

EXHIBIT J: Declaration of Compliance (Arizona Resolution)

[See Attached]

CONSULTANT CLIENT

Exhibit J

Bridging Documents Schedule

[See attached]

OAKLAND ARMY BASE
SCHEDULE AFTER LDDA
as of 10/1/12

ID	Task Name	Duration	Start	Finish
1	**CTC FUNDING**	471.13 days	Wed 8/22/12	Tue 2/11/14
2	COMMISSION HEARING	0 days	Wed 8/22/12	Wed 8/22/12
3	CTC Review of Port DB Contract	90 days	Wed 10/31/12	Mon 2/11/13
4	CTC Review of City DB Contract	90 days	Wed 10/31/12	Mon 2/11/13
5	SUBMIT 35% PACKAGE TO CTC w/ Engineer's Estimate	0 days	Wed 1/30/13	Wed 1/30/13
6	CTC Review of Project and Estimates	45 days	Tue 2/12/13	Thu 4/4/13
7	Allocation Approval	0 days	Thu 4/4/13	Thu 4/4/13
8	CTC Review of Port GMP	45 days	Fri 1/4/13	Mon 2/25/13
9	CTC Review of City GMP	45 days	Mon 8/5/13	Wed 9/25/13
10	Review Rail Deal	45 days	Sat 12/21/13	Tue 2/11/14
11	**PROJECT IMPLEMENTATION**	2422 days	Fri 3/16/12	Mon 10/14/19
12	**CONTRACTS for 35% & 65% CDs**	385 days	Fri 3/16/12	Thu 5/30/13
13	Issue RFPs for Scope for CDs	0 days	Fri 3/16/12	Fri 3/16/12
14	Proposals In	18 days	Fri 3/16/12	Thu 4/5/12
15	Analysis	90 days	Thu 4/5/12	Tue 7/17/12
16	Contract Execution	21 days	Tue 7/17/12	Fri 8/10/12
17	DESIGN WORK to 35%	151 days	Fri 8/10/12	Wed 1/30/13
18	DESIGN WORK to 65%	105 days	Wed 1/30/13	Thu 5/30/13

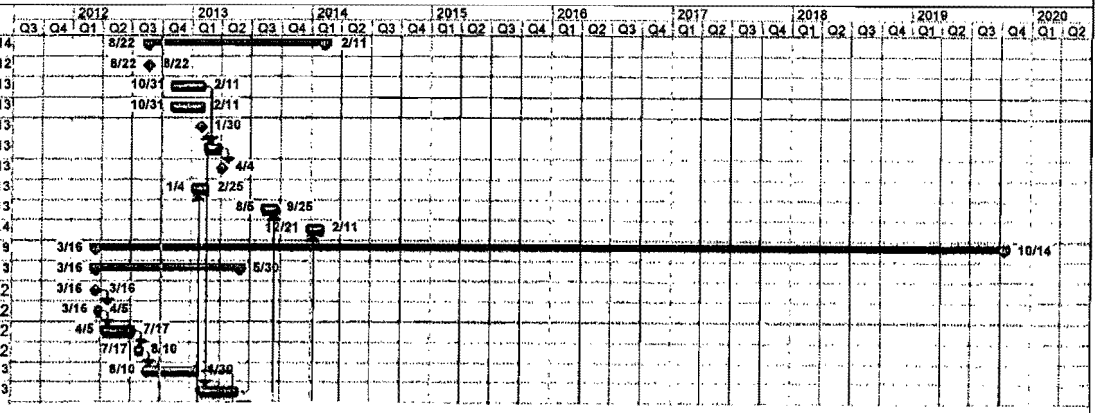


Exhibit K

Reimbursement Provisions

1. Payment Procedure

Monthly, Manager shall:

i. Collect invoices from Bridging Scope Services consultants by the 5th day of the month.
ii. Approve/dispute such invoices by the 15th working day after receipt thereof
iii. Submit undisputed invoices (or portions thereof) to Owner by the 25th day of each month. Such invoices shall be accompanied by all items required by the consultant contract/contract/Design-Build Contract (Payment Request Sheet, lien waivers from invoicing entity and all subconsultants/subcontractors, local hire compliance (if applicable), Manager's certification that it has approved the prior work (if applicable) and the requested percentage completion and copy of project checking account register.
iv. Provide any Record(s) of Negotiation for any changes from previously agreed contracts.
v. Review submittal with Owner's project manager at next weekly meeting.
vi. Manager to pay vendors for the full amount of undisputed invoices (or undisputed portions thereof) within 20 working days after approval/deemed approval.

2. Owner shall:

i. Approve/dispute submittal within 15 working days after receipt thereof.
ii. Pay Manager for the full amount of undisputed invoices (or undisputed portions thereof) within 30 working days after approval/deemed approval.

Exhibit L

Approved Budget -- Bridging Scope of Services

[See attached]

OAB Bridging Budget
for 35% / 65% Deliverables

COMPANY	SCOPE AND/OR TYPE OF CONSULTANT	TO 35%	TO 65%	SUBTOTALS	NOTES	CONTRACT TYPE	CERT TYPE
MASTER PLAN CARRY OVER							
CONSULTANT							
RJA	Ownership Map	$ 22,000		**$ 22,000**	Same	Design - Prime	
RJA	ALTA City side	$ 25,000		**$ 25,000**	Same	Design - Prime	
RJA	Parcel Map	$ 25,000		**$ 25,000**	Same	Design - Prime	
RJA	Plats and Legals for Leasing	$ 20,000		**$ 20,000**	Same	Design - Prime	
RJA	Miscellaneous Plats	$ 60,000		**$ 60,000**	Same	Design - Prime	
RJA	Caltrans Relinquishment at Grand	$ 8,000		**$ 8,000**	Same	Design - Prime	
RJA	7th Street Relinquishment	$ 15,000		**$ 15,000**	Same	Design - Prime	
RJA	Survey after Potholing Project	$ 40,000		**$ 40,000**	Same	Design - Prime	
RJA	Off Site Storm Sewer	$ 14,000		**$ 14,000**	Same	Design - Prime	
RJA	Off Site Sanitary Study	$ 26,000		**$ 26,000**	Same	Design - Prime	
RJA	Meetings & Coordination	$ 26,000		**$ 26,000**	Same	Design - Prime	
	SUBTOTAL	**$ 281,000**	**$**	**$ 281,000**			
DELIVERABLE 1 - DEMOLITION							
CONSULTANT							
AD	Prime Consultant	$ 60,652	$ 98,970	**$ 159,622**	Same	Design - Prime	SLBE
TBD	Subconsultant to AD to be determined	$ 100,000	$ 200,000	$ 300,000	Same	Design - Sub	LBE
	SUBTOTAL	**$ 160,652**	**$ 298,970**	**$ 459,622**			
DELIVERABLE 2 - GRADING & DRAINAGE							
CONSULTANT							
RJA	Prime Consultant	$ 626,252	$ 281,588	**$ 907,840**	(3)	Design - Prime	
BERLOGAR	Prime Consultant	$ 325,574	$ 6,288	**$ 331,862**		Design - Prime	
BIGGS	SubConsultant to BKF	$ 55,833	$ 36,167	**$ 92,000**		Design - Sub	LBE
	SUBTOTAL	**$ 1,007,659**	**$ 324,043**	**$ 1,331,702**			
DELIVERABLE 3 - ROADWAY AND UTILITIES							
CONSULTANT							
BKF	Prime Consultant	$ 831,496	$ 799,805	**$ 1,631,301**	(3)	Design - Prime	LBE
BIGGS	Consultant to BKF	$ 92,350	$ 121,250	**$ 213,600**		Design - Sub	LBE
H.T. HARVEY	Consultant to BKF	$ 52,500	$ 37,500	**$ 90,000**		Design - Sub	
Traffic Engineer	Consultant to BKF	$ 66,667	$ 33,333	**$ 100,000**		Design - Sub	
Soils Review	Provided under deliverable 8						
AECOM	Prime Consultant	$ 399,367	$ 259,311	**$ 658,678**		Design - Prime	LBE
AD	Prime Consultant	$ 55,813	$ 58,867	**$ 114,680**		Design - Prime	SLBE
BERLOGAR	Prime Consultant	$ 203,701	$ 5,725	**$ 209,426**		Design - Prime	
PGA	Prime Consultant	$ 64,051	$ 52,318	**$ 116,369**		Design - Prime	SLBE WBE
RJA	Prime Consultant	$ 414,015	$ 225,909	**$ 639,924**	(3)	Design - Prime	
	SUBTOTAL	**$ 2,179,960**	**$ 1,594,018**	**$ 3,773,978**			

OAB Bridging Budget
for 35% / 65% Deliverables

COMPANY	SCOPE AND/OR TYPE OF CONSULTANT	TO 35%	TO 65%	SUBTOTALS	NOTES	CONTRACT TYPE	CERT TYPE
DELIVERABLE 4 - WHARF							
CONSULTANT							
BKF	Prime Consultant	$ 127,207	$ 145,362	$ 272,569	(3)	Design - Prime	LBE
BIGGS	Consultant to BKF	$ 550,083	$ 184,917	$ 735,000		Design - Sub	LBE
	SUBTOTAL	**$ 677,290**	**$ 330,279**	**$ 1,007,569**			
DELIVERABLE 5 - RAIL							
CONSULTANT							
HDR	West Gateway Rail	$ 79,334	$ 81,646	$ 160,980		Design - Prime	
	SUBTOTAL	**$ 79,334**	**$ 81,646**	**$ 160,980**			
DELIVERABLE 6 - MATERIAL HANDLING							
CONSULTANT							
BKF	Prime Consultant	$ 84,861	$ 23,771	$ 108,632	(1)	Design - Prime	LBE
	SUBTOTAL	**$ 84,861**	**$ 23,771**	**$ 108,632**			
DELIVERABLE 7 - ENTITLEMENTS							
CONSULTANT							
AD	Prime Consultant	$ 61,092	$ -	$ 61,092		Design - Prime	SLBE
AD	Prime Consultant	$ 86,815	$ 81,253	$ 168,068		Design - Prime	SLBE
PGA	Prime Consultant	$ 40,000	$ -	$ 40,000	Allocation	Design - Prime	SLBE
	SUBTOTAL	**$ 187,907**	**$ 81,253**	**$ 269,160**			
DELIVERABLE 8 - RAP/RMP PROGRAM							
CONSULTANT							
AD	Prime Consultant	$ 37,083	$ 53,917	$ 91,000		Design - Prime	SLBE
AMEC	Prime Consultant	TBD	TBD	TBD		TBD	LBE
ICES	Prime Consultant	TBD	TBD	TBD		TBD	
Northgate	Prime Consultant	$ 273,000	$ 220,000	$ 493,000		Design - Prime	LBE
	SUBTOTAL	**$ 1,046,595**	**$ 1,569,892**	**$ 2,616,487**	**ESTIMATE**		
	TOTAL CONSULTANTS FEES	**$ 5,705,257**	**$ 4,303,873**	**$ 10,009,130**			

OAB Bridging Budget
for 35% / 65% Deliverables

COMPANY	SCOPE AND/OR TYPE OF CONSULTANT	TO 35%	TO 65%	SUBTOTALS	NOTES	CONTRACT TYPE	CERT TYPE
		NEW to 35%	NEW To 65%	NEW SUBTOTALS			
FKA	Plan Checking and City Engineering Liaison	$ -	$ -	$ -	(12)	City Contract	1/2 LBE
ROJE	Contract Compliance and Outreach	$ 395,389	$ 395,389	$ 790,778	(2)	Non Design - Prime	LBE
Williams Adley	Auditing	$ 18,000	$ 27,000	$ 45,000	Same	Letter of Engagement	SLBE
Williams Adley	Auditing/Review	$ 18,600	$ -	$ 18,600	(7)	Letter of Engagement	SLBE
LCR Rent-A-CFO	Accounting	$ 66,250	$ 66,250	$ 132,500		Non Design - Prime	LBE
Jobs Center Budget	WOJC	$ 47,444	$ 37,956	$ 85,400	(8)		
Bruce Cox	WOJC - WOJC Coordinator	$ 29,167	$ 23,333	$ 52,500	(9)	TBD	
Larry Robin	WOJC - Labor Coordinator	$ 9,722	$ 7,778	$ 17,500	(10)	TBD	
Joe Corbin	WOJC - Ex-Offender Coordinator	$ 27,000	$ 21,600	$ 48,600	(11)	TBD	
TBD	WOJC - Construction Specialist	TBD	TBD	TBD	(13)	TBD	
Stice Law	Legal	$ 52,500	$ 62,500	$ 115,000		Letter of Engagement	
AD	Program Management	$ 810,856	$ 972,076	$ 1,782,932	(3)	Design - Prime	SLBE
Acumen	Scheduling	$ 51,808	$ 42,690	$ 94,498	Same	Non Design - Prime	SLBE
	SUBTOTAL	$ 1,526,736	$ 1,656,571	$ 3,183,308			

		NEW to 35%	NEW TO 65%	NEW SUBTOTALS			
Turner	Pre Con Services (7/1 - 10/1)	$ 209,875	$ -	$ 209,875	(4)	Non Design - Prime	LBE
Top Grade	Pre Con Services (7/1 - 10/1)	$ 61,842	$ -	$ 61,842	(4)	Non Design - Prime	LBE
TTGF Joint Venture	Pre Con Services (10/1 - 6/1)	$ 287,847	$ 500,000	$ 787,847	(5)	PRECON	LBE
Turner	DDC Testing - Field Work of Subcontractors	TBD	TBD	TBD	(6)	TBD	
				$ -			
	SUBTOTAL	$ 559,564	$ 500,000	$ 1,059,564			

TOTALS	$ 7,791,557	$ 6,460,444	$ 14,252,002		LBE % OF TOTAL	60%	$ 8,520,109
Agencies' Fees	$ 100,000	$ 200,000	$ 300,000		SLBE % OF TOTAL	23%	$ 3,306,240
Change Order - Berlogar #2 (Piezometers)	$ 26,520		$ 26,520				
Change Order - Berlogar #3 (Additional Borings)	$ 24,850		$ 24,850				
CONTINGENCY	$ 420,057	$ 336,045	$ 756,102				
TOTALS	$ 8,362,984	$ 6,996,489	$ 15,359,473				
CCIG Developer Fee	$ 334,519	$ 279,860	$ 614,379	SLBE			
GRAND TOTAL	$ 8,697,503	$ 7,276,349	$ 15,973,852				

Exhibit M

Acknowledgement of Campaign Contribution Limits

[See attached]

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an ___ Original ___ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) ___ Bid ___Proposal ___ Qualification ___ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____-_____-_____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.
I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

_____ ___/___/___
Signature Date

_____ _____
Print Name of Signer Position

To be Completed by City of Oakland after completion of the form

Date Received by City: ___/___/___ By _____

Date Entered on Contractor Database: ___/___/___

Exhibit N

Nuclear Free Zone Disclosure Form

[See attached]

CITY OF OAKLAND

NUCLEAR FREE ZONE DISCLOSURE FORM – S

I, _____, the undersigned, a
(Name)

_____ of _____
(Title) (Business Entity)
(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland.

II. The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

I declare that the foregoing is true and correct to the best of my knowledge.

_____
(Date)

_____
(Signature and Name)

_____
(Name of Business Entity)

_____
(Street Address)

_____
(City, State and Zip Code)

_____
(Name of Parent Company)

Revision 7/30/01

Original form should be retained in the project file and a copy to be included with the contract documents submitted to the City Clerks office.

INSTRUCTIONS FOR NUCLEAR FREE DISCLOSURE FORM –S

On November 8, 1988, the citizens of Oakland adopted Measure T, which declared the City of Oakland to be a Nuclear Free Zone. On December 6, 1988, the City Council approved Ordinance No. 11062 CMS, designated as the Nuclear Free Zone Act. This ordinance mandates a policy for the City of Oakland concerning its relations with companies that knowingly engages in nuclear weapons work.

Under this ordinance, the City is restricted from doing business with professional and consulting service providers, which would be considered nuclear weapons makers. In order to implement this provision, the City is using Nuclear Free Zone Disclosure Form-S to determine whether a potential service provider to the City of Oakland is in compliance with Ordinance No. 11062. Once the Form is on file with the Office of Finance, the service provider will be eligible to enter into professional or consulting service contracts with the City of Oakland.

Please review the following definitions to determine whether you or your firm and/or any of its agents, subsidiaries or affiliates would be considered nuclear weapons makers under Oakland's Nuclear Free Zone Act.

> A "nuclear weapons maker" is any entity knowingly engaged in nuclear weapons work and any of its agents, subsidiaries or affiliates which are engaged in nuclear weapons work. If an entity is a nuclear weapons maker, then its controlling owner(s) would also be classified as a nuclear weapons maker(s). However, if an entity is owned by a nuclear weapons maker but is not itself engaged in nuclear weapons work, the entity would not be considered a nuclear weapons maker.
>
> "Nuclear weapons work" is any work that has as its purpose the development, testing, production, possession, maintenance or storage of nuclear weapons, the components of nuclear weapons, or any secret or classified research or evaluation of nuclear weapons.
>
> "Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. Nuclear weapon includes the means of transporting, guiding, propelling, triggering or detonating the weapon. Nuclear weapon also includes any component of a nuclear weapon, i.e., any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon or be a part of a nuclear weapon.

In the event a firm or individual is unable or unwilling to submit Nuclear Free Zone Disclosure Form –S, said firm or individual would be considered a nuclear weapon maker and therefore restricted from entering into a contract with the City of Oakland. Such firm or individual has the right to have this restriction reviewed. The review process will be initiated once the Office of Finance has been requested to do so by the restricted firm or individual.

The restriction against contracting with a nuclear weapons maker may be waived if the City Council determines, after public hearing, that a specific contract is essential to the proper functioning of the city government and that no reasonable alternative exists.

Exhibit O

Independent Contractor Questionnaire

[See attached]

INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

_____

_____

_____

Date_____ _____

City Attorney/Assistant City Attorney/
Deputy City Attorney

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor _____

SSN or Corporate Taxpayer ID No. of Contractor _____

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 200__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. _____ _____		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract _____		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____		

OAKLAND

INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. _____		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any unreimbursable out-of-pocket expenses in the performance of the contract with the City? If yes. please describe. _____		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. _____		
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed. _____		
12. Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____ _____		
14. Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) _____		
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____ _____		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. _____ _____		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		

OAKLAND

INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

	Yes	No
b. an existing business phone number other than your home number? (please indicate # along with area code)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. _____		
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. _____ _____ _____ _____		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

_____

Date _____ Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. _____

_____

_____

_____

_____

_____

_____

_____