

**REGULATORY AGREEMENT RE BERKELEY COMMONS/
PARKS DEPARTMENT AQUATIC PARK IMPROVEMENTS**

This Regulatory Agreement is between Berkeley Commons, LLC, a California limited liability company ("Applicant"), and the City of Berkeley through its Parks, Recreation & Waterfront Department ("Berkeley Parks"), and is effective this ___ day of _____, 2022.

RECITALS

A. On May 27, 2021, the City of Berkeley Zoning Adjustments Board approved Use Permit #ZP2019-0215 to demolish buildings on an approximately 8.4-acre industrial site owned by Applicant and to construct a research and development campus containing two buildings totaling 470,986 square feet of gross floor area and two parking structures that can accommodate 943 parking spaces, known as the Berkeley Commons project (the "Project").

B. The Project is subject to certain conditions of approval (each a "Condition"), specifically Condition No. 25, requiring Applicant to enter into an agreement with Berkeley Parks that outlines the extent of Applicant's community benefits to Berkeley Parks, and that details timing, financing, installation, and maintenance of such improvements.

AGREEMENT

1. Prior to the issuance of any building permit required for the improvements contained in **Exhibit A (described below)**, the Applicant shall do the following:
 - (a) Submit building permit plans that include, but are not limited to, the following recreation access improvements on Bolivar Drive between Addison Street and Bancroft Way as illustrated on Applicant's conceptual submittal to the City, titled "[Exhibit] Bolivar Drive & Aquatic Park – Extent of Works" by Lane Partners + LB2 Partners and prepared by Gensler, dated April 16, 2021 and attached hereto as **Exhibit A** and incorporated herein by this reference:
 - (i) Conversion of existing two-way vehicular roadway from Addison to Bancroft to one-way (southbound only)
 - (ii) Full reconstruction of vehicular roadway
 - (iii) Creation of on-street parking spaces
 - (iv) Creation of a contiguous bike and pedestrian pathway with viewing areas
 - (v) Landscaping with native species where applicable
 - (b) Furnish to the City a Faithful Performance Bond and proof of insurance as described in **Exhibit B**.
2. Prior to Final Inspection or Issuance of an Occupancy Permit, the Applicant shall do the following:

Upon review and approval by the Director of Parks, Recreation & Waterfront, the City Engineer or his/her designee shall verify installation of the following improvements on Bolivar Drive:

- (a) Addison Street to Channing Way, the existing Bolivar Drive roadway shall have been demolished and regraded, and ground compaction confirmed or recompacted as necessary.
 - (b) Between Addison Street and Bancroft Way, new hardscape shall have been constructed including a curb on the east side, a roadway pavement surface, and an additional pavement surface with a raised divider on west side of the roadway separating the roadway from the adjacent bike/pedestrian path.
 - (c) Between Addison Street and Bancroft Way, parallel parking spaces along Bolivar Drive shall have been constructed/striped.
 - (d) On the west side of Bolivar Drive between Addison Street and Bancroft Way, a shared bike and pedestrian path shall have been constructed.
3. Within One Year of Issuance of the Final Certificate of Occupancy, the Applicant will complete the following improvements:
- (a) Replacement of the three existing perpendicular parking stalls at the intersection of Bolivar Drive and Bancroft Way.
 - (b) Replacement of the existing parking on Bolivar Drive south of Bancroft Way with parking oriented perpendicular to the roadway and will total 26 stalls.
 - (c) Replacement of curbs, between Bancroft Way and the entrance to Dream Land, on either side of the roadway with 20 feet of roadway pavement surface.
 - (d) Construction of an approximately 12-foot wide shared bike and pedestrian path will be constructed on the west side of Bolivar Drive between Bancroft Way and the entrance to Dream Land.
 - (e) Installation of native landscaping on the east side of the Aquatic Park lagoon and Bolivar Drive, from Addison Street to Channing Way, to replace existing shoreline landscape with native species. Smaller picnic lawn areas near the pedestrian pathway will remain.

i. Landscaping will include but not be limited to the following:

Native brackish marsh species (in the water or wet areas)

Scirpus acutus – Common Tule

Salicornia virginica – Pickleweed

Grindelia humilis – Hairy Gumweed

Distichlis spicata – Saltgrass

Spartina foliosa – Cordgrass

Limonium californicum – Sea Lavender

Trees (not in the water)

Cupressus macrocarpa – Monterey Cypress

Pinus muricata – Bishop Pine

Salix nigra – Black Willow

Quercus agrifolia – Coast Live Oak

Aesculus californica – Buckeye

Cercis occidentalis

Shrubs / Perennials (not in the water)

Heteromeles arbutifolia – Toyon

Rhamnus californica – Coffeeberry

Eriogonum nudum – Buckwheat

Lupinus albifrons – Silver Bush Lupine

ii. Applicant shall fund the maintenance of said landscaping in the amount of \$4,000 monthly for 10 years, commencing on the date the landscaping is initially installed.

- (f) Completion of the following work on the Bay Area Outreach & Recreation Program (“BORP”) building, its adjacent building, and the Waterside Workshop buildings: new paint, cleanup of the horseshoe area, and replacement/repair to the existing gates on the site. The applicant shall not be responsible for any needed repairs to, or maintenance of, said buildings.
4. A copy of this Agreement shall be provided to the City of Berkeley Zoning Officer.
 5. Applicant understands and agrees that the design and construction of the improvements described herein shall be subject to the Project Administrative Guidelines attached as **Exhibit C**.
 6. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Applicant shall indemnify, defend and save harmless City from and against any and all claims, losses, costs, damages, and expenses resulting from property damage, bodily injury or death (including reimbursement of reasonable attorneys’ fees), to the extent arising out of the design and construction of the improvements described herein by Applicant, its subcontractors, or anyone employed by them.
 7. The laws of the State of California shall govern this Agreement. The Parties agree that venue for any dispute shall be Alameda County, California.
 8. The terms of this Agreement shall not be altered or otherwise modified except by a written amendment to this Agreement executed by City and Applicant.
 9. If any part of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other terms of this Agreement which can be given

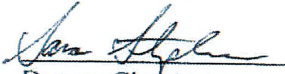
effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

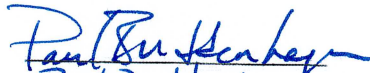
10. Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any other default of Applicant.
11. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto.
12. The terms and conditions of this Agreement, all exhibits attached and any documents incorporated by reference represent the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and applicant. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding except by a written amendment to this Agreement.
13. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. An emailed or PDF or photocopy signature on this Agreement shall have the same legal effect as an original signature.

IN WITNESS WHEREOF, City and Applicant have executed this Agreement as of the date set forth above.

Approved as to form:

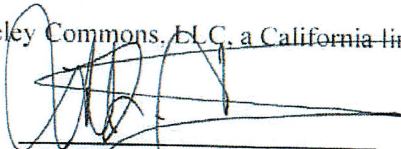
CITY OF BERKELEY


Deputy City Attorney
Sara Stephens

By: 
Name: Paul Buddenhagen
Title: Deputy City Planner
for DWR

APPLICANT

Berkeley Commons, LLC, a California limited liability company

By: 
Name: SCOTT SMITHERS
Its: MANAGING PRINCIPAL

Approved as to form:


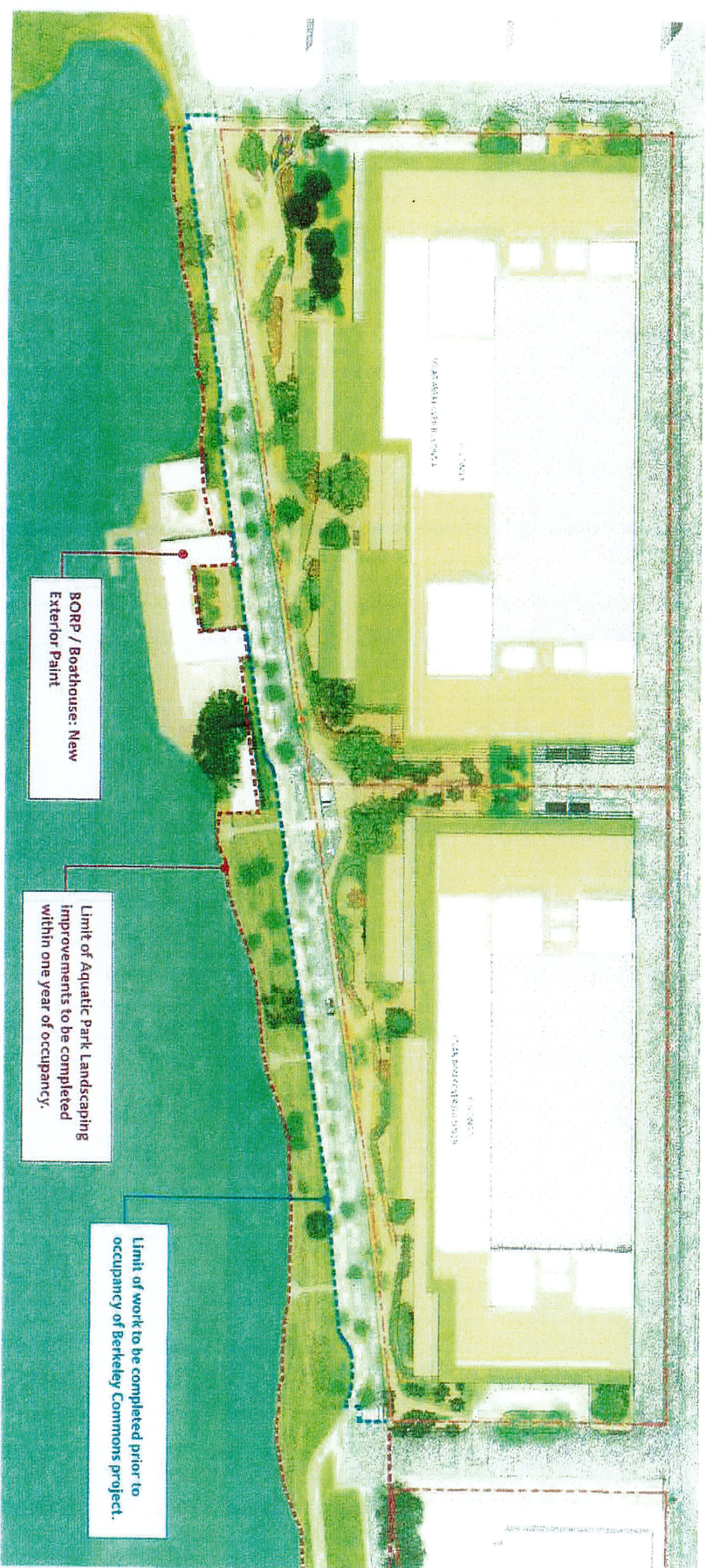

Todd A. Williams
Wendel Rosen LLP
Attorneys for Applicant

Exhibit A
Bolivar Drive & Aquatic Park – Conceptual Plans

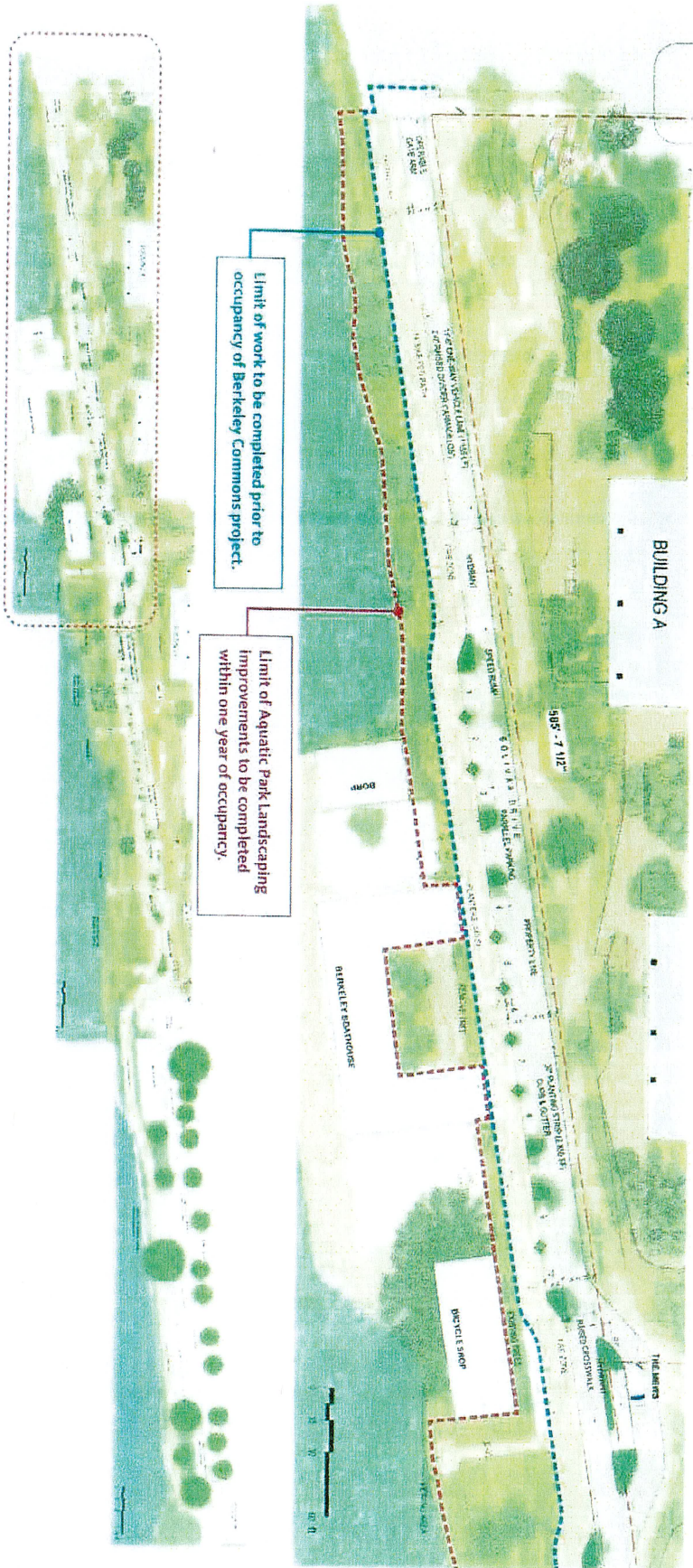
**By Lane Partners + LB2 Partners and
prepared by Gensler, dated January 20, 2021**

[attached]

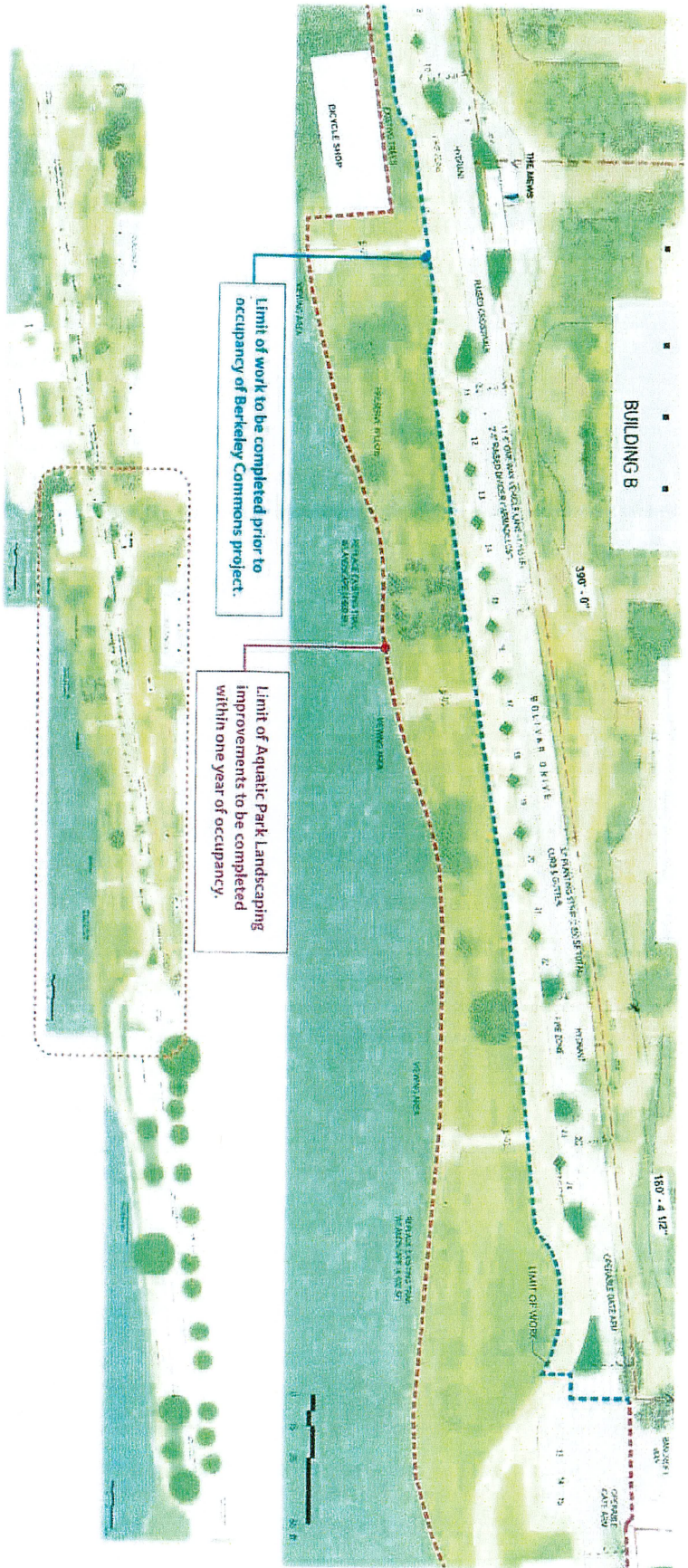
[EXHIBIT] BOLIVAR DR & AQUATIC PARK - EXTENT OF WORK SITE PLAN



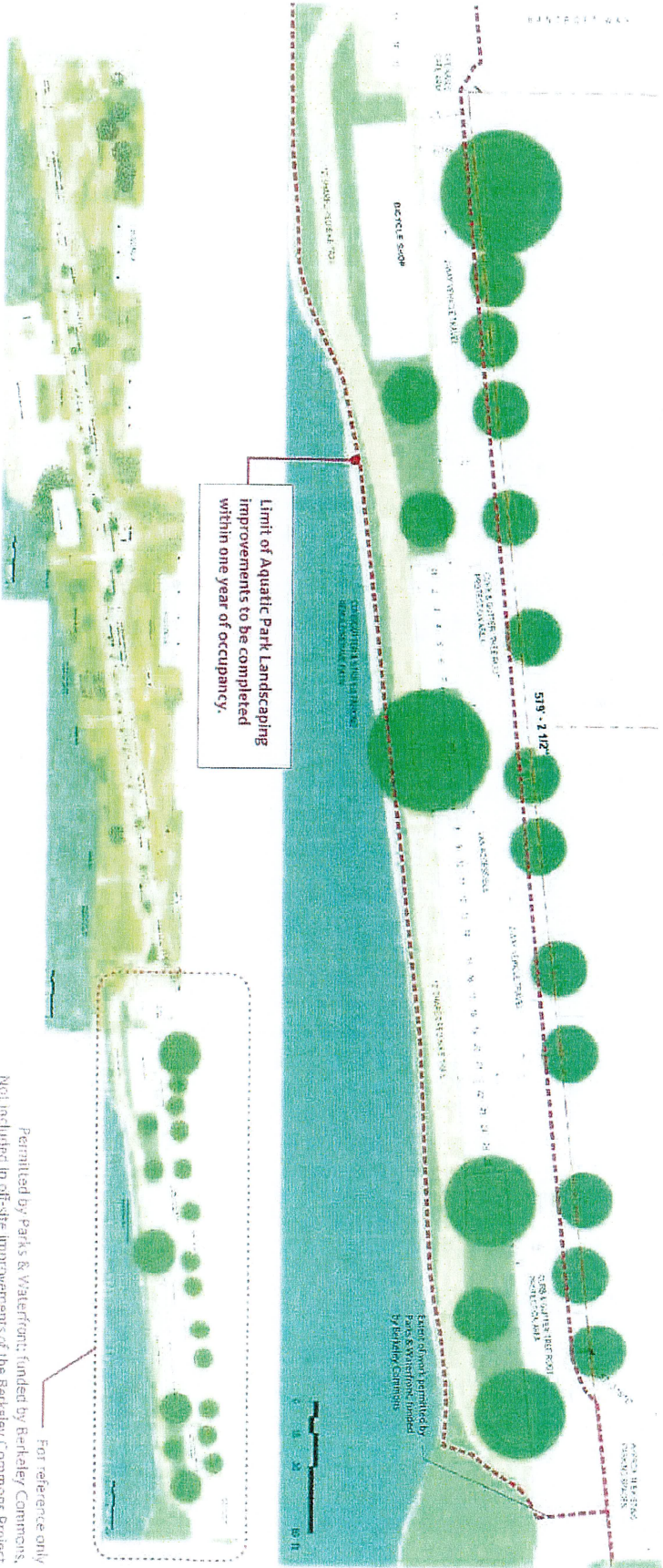
**[EXHIBIT] BOLIVAR DR & AQUATIC PARK - EXTENT OF WORK
ENLARGED PLAN**



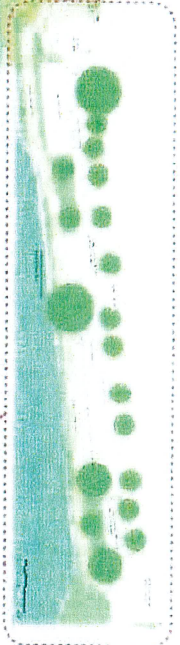
**[EXHIBIT] BOLIVAR DR & AQUATIC PARK - EXTENT OF WORK
ENLARGED PLAN**



**[EXHIBIT] BOLIVAR DR & AQUATIC PARK - EXTENT OF WORK
ENLARGED PLAN**



Limit of Aquatic Park Landscaping Improvements to be completed within one year of occupancy.



For reference only
Permitted by Parks & Waterfront; funded by Berkeley Commons.
Not included in off-site improvements of the Berkeley Commons Project

Exhibit B

Insurance and Bonding Requirements

- 1.1 Prior to the to the issuance of any building permit required for the Project, Applicant shall furnish to City satisfactory proof that Applicant has taken out for the period commencing with the issuance of the Project building permit and ending when the improvements are complete, the following insurance in a form satisfactory to City and with an insurance carrier satisfactory to City, authorized to do business in California and rated by A. M. Best & Company A minus or better, financial category size seven (7) or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the services of Applicant for which Applicant may be legally liable, whether performed by Applicant, or by those employed directly or indirectly by it, or by anyone for whose acts Applicant may be liable:
 - 1.1.1 Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$2,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Applicant.
 - 1.1.2 Business automobile liability insurance with limits not less than \$2,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$25,000 payable by Applicant.
 - 1.1.3 Full workers' compensation insurance for all persons whom Applicant may employ in carrying out Work contemplated under Contract, in accordance with Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act", approved May 26, 1913, and all Acts amendatory or supplemental thereto. Workers' compensation policy shall include Employer Liability Insurance with limits not less than \$1,000,000 each accident. The certificate of insurance shall include a waiver of subrogation in favor of the City of Berkeley.
- 1.2 Insurance policies shall contain an endorsement containing the following terms:
 - 1.2.1 City, and its directors, officers, partners, representatives, employees, contractors, subcontractors, and agents, shall be named as additional insureds.

but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

- 1.2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 1.2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to City thirty (30) days in advance of the effective date thereof.
- 1.2.4 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insured other than the Applicant shall be called upon to contribute to a loss covered by insurance for the named insured.
- 1.3 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Bolivar Project, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subparagraph 10.2.3.
- 1.4 Nothing herein contained shall be construed as limiting in any way the extent to which Applicant or any of its permitted subcontractors or subcontractors may be held responsible for payment of damages resulting from their operations.
- 1.5 If Applicant fails to maintain any required insurance, City may take out such insurance, and deduct and retain amount of premium from any sums due Applicant under this Agreement.
- 1.6 Applicant shall forward all insurance documents to Department of Parks, Recreation and Waterfront, 2180 Milvia Street, Third Floor, Berkeley, CA 94704.
2. Prior to the to the issuance of any building permit required for the improvements contained in Exhibit A to the Regulatory Agreement Re Berkeley Commons/ Parks Department Aquatic Park Improvements, Applicant shall furnish a Faithful Performance Bond in an amount not less than 100% of the amount of the City approved construction cost estimate by the engineer of the Applicant for such work, executed on the City of Berkeley Standard Performance Bond agreement form (See Exhibit D).

Exhibit C

PROJECT ADMINISTRATIVE GUIDELINES FOR THE BOLIVAR DRIVE RECREATION ACCESS IMPROVEMENTS PROJECT January, 2022

1. General

This document contains project administrative guidelines for the planned Bolivar Drive Recreation Access Improvements Project at Aquatic Park (the "Bolivar Project"). The Project will be carried out in the following four consecutive phases: (1) Planning/Conceptual Design; (2) Final Design; (3) Construction/Permitting; and (4) Maintenance. The Applicant has secured all necessary funding and resources needed to successfully complete all four phases of the Project with sufficient construction quality and workmanship to be accepted by the City.

2. Project Objectives

The Bolivar Project shall provide recreation access improvements on Bolivar Drive in Aquatic Park between Addison Street and the Aquatic Park South Pathway entrance at Dreamland playground with the following project elements including, but not limited to:

- Reconstruction of Roadway from Bancroft to Channing
- Provide On-street Parking Spaces
- Create a Contiguous Bike and Pedestrian Pathway with viewing areas
- Create Pedestrian Crosswalk
- Shoreline Landscaping with native species
- Improvements at BORP Buildings (new paint, cleanup of the horseshoe area, and replacement/relocation of the existing gates)
- Provide parking access at the Berkeley Commons' parking structure to ten (10) BORP and Waterside Workshop employees for the duration and subject to the limitations contained in Condition of Approval No. 70 in Use Permit #ZP2019-0215.

These project elements are provided in the Applicant's conceptual plan submitted to the City titled "Bolivar Drive Improvements" by Lane Partners + LB2 Partners and prepared by Gensler, dated January 20, 2021, as **Exhibit A** to this Agreement.

The City and Applicant agree to work together in good faith to coordinate their efforts in pursuing these objectives.

3. Funding

The Bolivar Project has been fully funded by Applicant at no cost to the City.

4. Conceptual Design

In 2021, the City and Applicant completed a community process with Aquatic Park stakeholders and wider community, and the Applicant agreed to develop the conceptual design that

incorporates feedback from the community process, herein attached as Exhibit A for the Bolivar Project.

5. Design Phase Approval Process

Applicant shall provide stamped submittals of the Bolivar Project at the 30%, 65%, 90%, and 100% design level to the City's Director of Parks, Recreation, and Waterfront Department ("the Director") at each submittal stage for review and approval. Applicant shall conduct project progress meetings with the Director after each submittal upon the Director's request.

The City adopted an initial study/mitigated negative declaration pursuant to CEQA for the Berkeley Commons Project of which the Bolivar Project is a component. Any additional permitting, if any, for the Bolivar Project shall be the responsibility of the City.

6. Public Engagement

The public engagement process for the design phase will be managed by the City with assistance and participation from Applicant. This coordination includes public notices and public engagement along with informational presentations to the Parks and Waterfront Commission.

7. Design Standards

Final Design shall be in conformance with, or equivalent to, the latest relevant Caltrans' standard specifications and design details to the extent applicable.

Final Design shall meet all applicable and latest building codes, stormwater quality requirements, City polices and standards, and any other applicable standards.

8. Construction

Applicant shall serve as the Project Lead, and shall procure construction contractors at its sole discretion. The City shall have no authority over the construction contract procurement process. City management staff will provide review and support throughout the Bolivar Project.

9. Construction Administration

Applicant shall provide all construction administration for the project. The City shall provide professional construction management services to represent the City for all aspects of construction at the City's sole cost. The City's Construction Manager shall have the enforcement authority to ensure that construction conforms with the approved plans and specifications for the project, and shall be given full access to the site and all construction activities, project meetings, and project documents.

Applicant shall notify the Director in writing upon procurement of the construction contractor to request for a Pre-Construction Meeting.

The pre-construction meeting shall be led by the Applicant and attended by City staff and City's construction manager. At the pre-construction meeting, the Applicant shall provide the following submittals to the City for review and approval: construction schedule stating construction starting date and anticipated duration of construction, traffic control and pedestrian handling plans, erosion control/stormwater quality control plans, and all construction materials and shop drawing cutsheets.

10. Public Convenience, Safety, and Environmental Protection

All City-owned facilities such as BORP, Waterside Workshop, Animal Shelter, sewer lift stations, and others shall remain accessible to the public during construction to the extent feasible.

City standard provisions related to public convenience, safety and environmental protection will be provided to the Applicant for inclusion in the design plans.

11. Changes in Construction

Any changes to construction of the approved Bolivar Project that deviate from the approved plans and specifications shall require the prior written approval of the City. The City is under no obligation to pay for any changes to construction or unforeseen circumstances that affect construction.

12. Acceptance of Construction

Upon completion of construction, Applicant shall ask the Director in writing for a "punch-list" walkthrough of the project. After the walkthrough, the City shall provide a "punch-list" to the Applicant within five working days. The Applicant shall address the punch list within ten working days, though items need not be completed within that 10-day period.

Upon completion of the punch list items, Applicant shall submit in writing to the Director to request a "Final" Walkthrough.

Acceptance of construction will be issued upon satisfaction of the project by the Director.

13. Maintenance

For a period of 10 years after Acceptance of Construction is issued by the City, the Applicant shall pay the City \$4,000 per month for landscape maintenance on Bolivar Drive between Addison Street and Bancroft Avenue according to the terms of this Regulatory Agreement and in compliance with Condition of Approval No. 72.

Exhibit D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as Principal, and _____, a Corporation organized and existing under the laws of the State of _____ and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the City of Berkeley (hereinafter called Obligee), in the sum of _____ Dollars (\$ _____), for the payment whereof well and truly to be made and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the above obligation is such that, Whereas, the above named bounden principal entered into a Regulatory Agreement ("Contract") dated _____, 20____ with the said Obligee to do and perform the following work, to-wit:
which contract is hereby referred to, incorporated by reference, and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do, pay and perform, each and every, all and singular, all the matters, provisions, undertakings, covenants, terms, conditions, agreements and things in said contract set forth and specified to be by the said principal kept, done, paid and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above-named Obligee, all loss and damages which said Obligee may sustain by reason of failure or default, or breach on the part of said Principal, then this obligation shall be void; otherwise to be and remain in full force and effect.

Whenever Principal shall be, and is declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms, provisions, undertakings, covenants, agreements, clauses, and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms, provisions, undertakings, covenants, agreements, clauses, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the

first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the amount payable by Oblige to principal under the contract and amendments, thereto, less the amount properly paid by Oblige to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of Oblige.

If any action or law or in equity is brought to enforce or interpret the provisions of this bond, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

Principal

Surety Attorney In Fact

Exhibit E

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY ENDORSEMENT

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to Office of the Director, Department of Parks, Recreation and Waterfront, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____

By: _____

Signature of Underwriter's
Authorized Representative

Exhibit F

**THE BOLIVAR DRIVE RECREATION ACCESS IMPROVEMENTS PROJECT
CONSTRUCTION DECLARATIONS**

LICENSED CONTRACTOR'S DECLARATION AND INFORMATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Company Name: _____

License Number: _____ Class: _____ Exp. Date: _____

CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed pursuant to the Contractors' State License Law. (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, sidewalk, or street prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of up to five hundred dollars (\$500).

By my signature, I acknowledge that I agree to indemnify and hold harmless the City of Berkeley, its officers and employees from any and all claims arising from or out of work connected with this permit and to perform all work as specified in BMC Title 16 and 17, and in specification, detailed plans and codes of the City of Berkeley and all special provision made a part of this permit, whether written or verbal and to the satisfaction of the Director of Parks, Recreation and Waterfront. I further agree to comply with all regulations and ordinances of the City of Berkeley.

WORKER'S COMPENSATION DECLARATION

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000), in addition to the cost of compensation, damages as provided for in section 3706 of the Labor Code, interest, and attorney fees. I hereby affirm under penalty of perjury one of the following declarations:

___ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

Carrier Name: _____
Policy Number: _____ Expiration Date: _____
Name of Agent: _____ Phone Number: _____

___ I certify that, in the performance of the work described in the Regulatory Agreement dated _____, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

CITY ORDINANCES DECLARATIONS

By my signature below, I agree to comply with the applicable City of Berkeley Ordinances and Municipal Codes as indicated:

- I understand my obligation to perform construction related work within prescribed hours as set forth in the City of Berkeley Noise Ordinance and/or Use Permit conditions. BMC 13.40.070
- I am aware of my responsibilities for full restoration of all disturbed areas in accordance to Berkeley Standard Specifications. Specifications will be provided to the Applicant upon approval. BMC 16.04 & 16.12
- City Survey Monuments will be protected. Project approval may require monuments to be referenced by a Licensed Certified Surveyor and filed with the County of Alameda Surveyors Office. City of Berkeley Survey Group will review and confirm once submitted by applicant. BMC 16.08
- I certify that I have read and shall use to the maximum extent practicable applicable portions of the State Storm Water Best Management Practices Manual for Construction. SWPPP
- I understand implementation of Traffic/ Pedestrian Controls conforming to rules and regulations established by the current "Manual of Traffic Controls" published by the State of California Department of Transportation submitted with construction plans submitted shall be followed.

BAAQMD DECLARATION

By my signature below, I agree to comply with the applicable City of Berkeley Ordinances and Municipal Codes as indicated:

- I am aware of my responsibilities to comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) Regulation 11, Rule 2 pertaining to disturbing regulated asbestos-containing materials (RACM).

CONTRACTOR'S SIGNATURE

I hereby affirm under penalty of perjury that each of the above declarations are true.

Name: _____ Signature: _____ Date: _____