



PORT OF OAKLAND

REQUEST FOR QUALIFICATIONS

RAIL OPERATOR FOR INTERMODAL TERMINAL RAIL YARD, PHASE I (FORMER OAKLAND ARMY BASE)

DUE DATE: 4:00 P.M. Pacific Time
December 7, 2012

SUBMITTALS: 2 original sets, 10 copies, and 5 electronic copies, as described herein

1.1 OVERVIEW OF PRELIMINARY OPERATING AGREEMENT AND RAIL OPERATING AGREEMENT AND SELECTION PROCESS

1.1.1 Summary of Project and Objectives

The Port of Oakland (the “Port”) hereby solicits qualification submissions for a heavy freight railroad and rail yard operator (“Rail Operator”) for the purpose of entering into a Preliminary Operating Agreement (“Preliminary Operating Agreement”) and a Rail Operating Agreement (“Rail Operating Agreement”) relating to the design, operation and maintenance of the new Phase I Rail Yard (defined below) to be located on a portion of the former Oakland Army Base (“OAB”) and certain surrounding lands as further described below. The planned Phase I Rail Yard is expected to consist of an approximately thirty-five (35) acre freight rail yard for the storage and inspection of unit train and manifest train railcars, which will connect by a lead track to Union Pacific Railroad Company’s (“Union Pacific”) existing mainline, which BNSF Railway Company (“BNSF”) has trackage rights to operate on, and to the City of Oakland’s (the “City”) Gateway rail project as further described in Section 2.2 (the “Phase I Rail Yard” or “Project”). The Selected Proposer (defined below) will execute the Preliminary Operating Agreement no later than three (3) days following notification by Port staff of their intention to recommend the Selected Proposer to the Board of Port Commissioners for approval, and the Port will execute the Preliminary Operating Agreement no later than thirty (30) days following approval of the Selected Proposer by the Board. The Board and the Selected Proposer will seek to execute the Rail Operating Agreement within one (1) year following the effective date of the Preliminary Operating Agreement.

The proposed Preliminary Operating Agreement, the form of which is attached as Appendix 1, requires, among other things, that the Selected Proposer (i) assist the Port and the Port’s Phase I Rail Yard design build contractor (the “Design Builder”) in designing the Phase I Rail Yard as further described herein, and (ii) assist the Port in negotiating a Rail Access Agreement between the Port and the City regarding the use and operation of the Phase I Rail Yard (the “Rail Access Agreement”) as further described herein. The Preliminary Operating Agreement provides that the Port compensate the Selected Proposer for the Selected Proposer’s services based on a time and material basis not to exceed \$50,000; the respondents to this RFQ must include proposed compensation rates for such services (subject in all events to the \$50,000 cap) as part of their responsive submission to this RFQ. The Preliminary Operating Agreement further provides that the Port and the Selected Proposer negotiate exclusively regarding the terms and conditions of the Rail Operating Agreement as further described below.

The proposed Rail Operating Agreement shall be for a term of ten (10) years (with two potential renewal terms of up to five (5) years each) and shall require, among other provisions, that the Rail Operator:

1. Provide switching services at the Phase I Rail Yard for future customers of the Phase I Rail Yard, as further described below.
2. Implement the terms and conditions set forth in the Rail Access Agreement to be negotiated between the Port and City concerning the use and operation of the Phase I Rail Yard. The terms and conditions may provide that the Rail Operator:

(a) Provide rail and switching services at the Phase I Rail Yard, once constructed, to the future users, tenants and operators of lands on the City's portion of the OAB (the "City's Users"), including the handling of rail cargo to and from warehouses and the bulk and break-bulk terminal, as well as other future customers of the Port's Phase I Rail Yard. Switching services would generally include switching of loaded and empty railcars into and out of the Phase I Rail Yard to facilitate railroad line-haul services as agreed upon between the Port, the Rail Operator, BNSF and Union Pacific. Rail services would generally include switching railcars between the Phase I Rail Yard and various industry operators within the former Oakland Army Base.

(b) Provide certain rail priority service at the Phase I Rail Yard in accordance with the Rail Access Agreement as follows:

(i) Provide priority rail service to the City's Users for up to fifty percent (50%) of the rail capacity at the support yard consisting of eight (8) support yard tracks (approximately 28,000 LF), as further described in Section 2.2 (the "Support Yard"); provided that if the City's rail activity is not utilizing at least fifty percent (50%) of the train capacity at the Support Yard, the Rail Operator shall provide rail services to the Port's users for such train capacity; and

(ii) The Rail Operator shall provide priority rail service to the Port's customers for up to fifty percent (50%) of the train capacity at the Support Yard; provided that if the Port's customers are not utilizing at least fifty percent (50%) of the train capacity at the Support Yard, the Rail Operator shall provide rail services to the City's Users for such train capacity.

(c) Operate the manifest train tracks portion of the Phase I Rail Yard as further described in Section 2.2 (the "Manifest Rail Yard") for customers of the Port and City on a first come, first served basis, in accordance with the Rail Access Agreement.

3. Perform certain maintenance and repairs with respect to the Phase I Rail Yard, including, among other things, maintenance of the railroad track, and perform such other associated services necessary or requested by customers, Union Pacific or BNSF in a timely fashion. The Rail Operator shall also be required to obtain and maintain liability insurance in accordance with customary industry standards and to comply with applicable laws, each as set forth in the Rail Operating Agreement.
4. Operate and maintain the Phase I Rail Yard and associated property in accordance with applicable environmental and regulatory requirements, including hazardous materials regulations as further described in Section 2.3. The Rail Operator will be required to maintain the surface of the property and not to disturb the soil or perform any excavation or soil remediation work, other than as specifically set forth in the Rail Operating Agreement.
5. Ensure that operations of the Phase I Rail Yard are performed in a safe manner and all safety protection, site security, training, and record keeping measures as are necessary to comply with all laws and regulations are performed. These services would generally

include the preparation of railcar switching lists, instructions to switch crews and responsibility for communication and coordination with Union Pacific's and BNSF's transportation departments.

6. Provide appropriate personnel, tools and equipment (including rolling stock and engines) to perform the services to be provided by Rail Operator under the Rail Operating Agreement, including without limitation, locomotives, computer systems, and vehicles.
7. Prepare and deliver to the Port periodic activity reports concerning customer usage of the Phase 1 Rail Yard to enable the Port to properly assess such customer usage and appropriate tariff charges.

Please refer to Section 2.2 and the design-build plans available on the RFQ Document Site (defined below) for additional information regarding the planned operation and design of the Phase I Rail Yard.

This Request For Qualifications (“RFQ”) process will result in the selection of a Selected Proposer/Rail Operator who is best qualified to perform the duties and obligations to be performed under the Preliminary Operating Agreement and the Rail Operating Agreement, including the following tasks:

- i. Advise the Port on the development of the Phase I Rail Yard consistent with the terms and conditions set forth in (a) the Project Baseline Agreement Amendment #1 approved by the California Transportation Commission (“CTC”) on August 22, 2012 pursuant to CTC Resolution TCIF-P-1213-03B (the “Amended Baseline Agreement”), by and among the Port, the City, the CTC and the California Department of Transportation, (b) the Amended and Restated Cost Sharing Agreement between the City and the Port dated for reference purposes only as of June 19, 2012 (the “Amended CSA”), copies of each of which will be available on the RFQ Document Site (defined below), and (c) the Port's design build schedule with its Phase I Rail Yard Design Builder;
- ii. Meet the objectives for the provision of rail service and other priorities set forth in the Amended CSA, including, without limitation, assisting the Port in negotiating the terms and conditions of the Rail Access Agreement;
- iii. Enhance the Port's relationship with its existing rail customers and its rail service providers, including its relationship with Union Pacific and BNSF;
- iv. Operate the Phase I Rail Yard in accordance with the proposed Rail Access Agreement to be negotiated between the Port and the City described above in order to enhance rail and maritime activity at the Port and support facilities that promote marine terminal throughput in a way that is compatible with the Port's duties as a trustee of State tidelands, the BCDC Seaport Plan, the Amended Baseline Agreement and the Amended CSA described above;
- v. Maximize the indirect economic benefit from rail operations at the Port by generating and supporting community benefits (including, but not limited to, creating sustainable job

opportunities and job training opportunities) for the City and its surrounding local communities consistent with the Port's duties as a trustee of State tidelands;

- vi. Meet or exceed the Port's minimum safety standards and comply with all existing and future Port policies and procedures, including, without limitation, Tariff 2A relating to the Port's Maritime Comprehensive Truck Management Program, the living wage requirements under Article 728 of the City Charter, the Port's Living Wage Ordinance and related regulations, and the Port's Nondiscrimination and Small Local Business Utilization Policy; and
- vii. Identify additional cost-effective emissions reductions measures in the operation of the Phase I Rail Yard to assist the Port in meeting its goal to reduce the excess community cancer health risk related to exposure to diesel particulate matter emissions associated with the Port's maritime operations by 85% from 2005 to 2020.

1.2 OVERVIEW OF RFQ AND RFQ PROCESS

This RFQ provides an opportunity for prospective Proposers (defined below) to formally express their interest in entering into the Preliminary Operating Agreement and the negotiations of the Rail Operating Agreement. Sections 2.1 and 2.2 of this RFQ provide certain introductory information concerning the Port and the Port's planned development of the Phase I Rail Yard. Section 2.3 provides certain introductory information concerning the proposed site of the Phase I Rail Yard, and Section 2.4 lists the RFQ submission requirements, procedures, and evaluation criteria.

For the purposes of this RFQ, "Proposer" or "Team" means an individual and/or business entity, or a consortium of individuals and/or business entities interested in collaborating to submit a single proposal to enter into the Preliminary Operating Agreement and the Rail Operating Agreement.

Prior to the Submittal Deadline (defined below), relevant Port documents may, at the Port's discretion, be made available to Proposers for review at the Port's on-line dataroom at http://portfoakland.com/business/rfq_oab.asp (the "RFQ Document Site") or upon written request via email to Mark Erickson at merickson@portfoakland.com.

Based on the responses to this RFQ, and on the evaluation criteria set forth in Section 2.4.2, the Port will determine the most qualified Proposer (in such capacity, the "Selected Proposer") and will enter into the Preliminary Operating Agreement with such party for a term of approximately twelve (12) months to (a) advise the Port's design build contractor on the design of the Phase I Rail Yard, (b) assist the Port in negotiating the Rail Access Agreement to be entered into between the Port and the City concerning the use and operation of the Phase I Rail Yard, and (c) exclusively negotiate and subsequently execute the Rail Operating Agreement (if agreed upon and approved by the Board). For purposes of this RFQ and the Preliminary Operating Agreement, a final determination as to the Selected Proposer will not be made unless and until a Proposer is formally approved as the Selected Proposer by the Board, in its sole and absolute discretion. The basic form of the Preliminary Operating Agreement is attached hereto as Appendix 1; however such form may be modified and expanded at the Port's discretion. Any

revised form of Preliminary Operating Agreement shall be posted on the RFQ Document Site for each Proposer's review no later than the last day for Proposers to submit questions to the Port (i.e. November 30, 2012).

All qualification submissions received by the deadline which meet the RFQ's requirements will be presented to the evaluation committee comprised of Port of Oakland staff and possibly external members. The evaluation committee will evaluate the qualification submissions and score all submissions according to the evaluation criteria stated in this Request for Qualifications. The selection process may include interviews (at the discretion of the evaluation committee) for the top scoring submissions. If interviews are to take place, the Port will notify the top scoring Proposers. Interview details and scoring requirements will be provided to selected Proposers prior to the interviews. All Proposers must be prepared to execute (1) the final form of the Preliminary Operating Agreement upon notification from the Port that such Proposer will be recommended to the Board as the Selected Proposer, and (2) a form of the Rail Operating Agreement to be negotiated within one (1) year of executing the Preliminary Operating Agreement.

1.2.1 Timetable

The Port currently expects the procurement time schedule to be:

November 16, 2012	Issue RFQ
November 26, 2012	Last date to submit questions to the Port (See Section 2.4.1)
November 30, 2012	Final date Port will post addenda to this RFQ (See Section 2.4.1)
November 30, 2012	Last day to submit Protest to the Port (See Section 1.2.2)
December 7, 2012	Submittal deadline (See Section 1.2.2)
December 12, 2012	Interview with certain proposers
December 14, 2012	Port staff notifies Selected Proposer that it will be recommended to the Board
December 7-17, 2012	Review and evaluate RFQ submittals
December 17, 2012	Delivery by the Selected Proposer to the Port of 2 originals of the Preliminary Operating Agreement executed by the Selected Proposer (within 3 days of the Selected Proposer's receipt of the notice by the Port)
December 20, 2012	Port staff recommend Selected Proposer to the Board and present the Preliminary Operating Agreement to the Board for consideration and, if approved, the Port executes the Preliminary Operating Agreement within 30 days following such approval, and upon executing the Preliminary Operating Agreement, the Port and Selected Proposer will begin finalizing the form of the Rail Operating Agreement
January-July 2013	Selected Proposer assists Port and design-build contractor in the design of the Phase I Rail Yard and assists Port in negotiating the City Access Agreement (upon notice to proceed by Port)
July 2013	Notice to Proceed issued for construction of the Phase I Rail Yard
Prior to December 2013	Selected Proposer and Port execute Rail Operating Agreement
Summer 2015	Expected completion date of the Phase I Rail Yard

Proposers should be prepared to react quickly to meet this timetable. The Port reserves the right to revise the above schedule at any time in its sole discretion.

The Port reserves the right to modify or terminate this process at any stage if the Board determines such action to be in the Port's best interest. The receipt of qualification submissions or other documents at any stage of the process will in no way obligate the Port to enter into any contract of any kind with any party.

1.2.2 Submittals and Submittal Deadline

The submittals must be received by the Port no later than 4:00 P.M. Pacific Time on December 7, 2012 (the "Submittal Deadline"). Submittals received after the deadline and faxed submittals will not be accepted by the Port. The Proposers are solely responsible for ensuring receipt of both hard and electronic versions of the submittals by the specified date and time and at the specified location. Changes in any submittal or additional information will not be accepted or considered by the Port after the deadline for submittals.

Proposers must submit two (2) original printed sets, ten (10) certified copies, and five (5) electronic copies on CD or DVD of the complete submittal. The Proposer shall mark the certified copies with the words "Certified True Copy" and have the mark oversigned in blue ink by the Proposer's designated representative. All sets and the CDs or DVDs comprising the submittal shall be packaged in a single container, and labeled "[Proposer Name]: Request For Qualifications - Oakland Army Base - Rail Operator" and must be delivered or mailed to the Port at the following address:

Mark Erickson
Port of Oakland
530 Water Street, 6th Floor
Oakland, CA 94607

The Port reserves the right, at its sole discretion, to reject any submittal or all submittals for no reason and for any reason, without specifying reasons therefor, and to amend, replace or terminate this process at any time and negotiate with one or more Proposers.

Public Records

The Port is subject to the California Public Records Act (Cal. Gov. §6250 et seq.). Information submitted in response to the RFQ which is in the Port's possession may be subject to the California Public Records Act. The Port is required to comply with requests for disclosure made pursuant to the California Public Records Act, unless a statutory exemption from disclosure is available. Any information contained in a Proposer's submittals in response to this RFQ which the Proposer contends is exempt from disclosure shall be conspicuously designated and accompanied by precise reference to any legal authorities which justify an exemption.

In particular, information constituting proprietary information or trade secrets should be specifically identified to assist the Port in responding to California Public Records Act requests. Proposers should be aware that some exemptions from disclosure may apply only during the

selection process, after which the information may become publicly available. Applicable laws will determine whether any information is actually exempt from disclosure.

The Port reserves the right to independently determine, in its sole discretion, whether any document (or portion thereof) is subject to disclosure. Identification of the entire response or substantial portions thereof as proprietary information or trade secrets may result in the Proposer's proposal being considered unresponsive to this RFQ. If the Port receives a request for public records that involves the response, the Port is under no obligation to resist such request.

Incurred Costs

The Port will not reimburse any Proposer for any costs associated with the preparation or submittal of any response or for any travel and/or per diem expenses incurred in any presentations of such responses.

Exclusive Protest Procedures

Any party that has timely submitted a responsive proposal may file a protest of award in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to Executive Director, 530 Water Street, 6th Floor, Oakland, California 94607 by 5:00 p.m. of the fifth (5th) business day following publication of the identity of the apparent Selected Proposer (or of notice of intended award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any protest not conforming to the foregoing shall be rejected by the Port without recourse. Provided that a protest is filed in strict conformity with the foregoing, protests shall be heard initially by the Executive Director, or his/her designee, who shall issue a written report and a recommended disposition of the protest, including written findings of fact and any conclusions of law. The Board may then ratify the Executive Director's (or his/her designee's) recommendations or conduct such further review of the protest, as the Board may determine. The Board will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of a protest. Action by the Board relative to a protest shall be final and not subject to appeal or reconsideration by the protestor, the Port, any employee or officer of the Port or the Board.

1.2.3 Execution of Preliminary Operating Agreement

The Port expects to name the Selected Proposer not later than December 20, 2012, and execute the Preliminary Operating Agreement in a form acceptable to the Port not later than thirty (30) days thereafter. After reviewing the Proposers' submittals, Port staff will select one Proposer to recommend to the Board as the Selected Proposer and will notify such Proposer in writing that it has been selected. Within three (3) days of the Proposer's receipt of notice by the Port, the Proposer must deliver to the Port two (2) executed originals of the Preliminary Operating Agreement. If the Selected Proposer fails to deliver the executed Preliminary Operating Agreement signature pages within three (3) days of the Selected Proposer being notified by the Port that it has been selected to be recommended to the Board, the Port may elect to proceed with an alternative Proposer.

During the exclusive negotiating period following the execution of the Preliminary Operating Agreement, the Selected Proposer will have the opportunity to conduct due diligence and receive additional information concerning the Phase I Rail Yard through a process that will include:

- A. A full review by the Selected Proposer of all the Port's applicable key documents concerning the Phase I Rail Yard;
- B. Site tours and additional inspections of the proposed site upon the Selected Proposer's request and approval by the Port; and
- C. Review and comment by the Selected Proposer on the proposed form of Rail Operating Agreement.

2. DESCRIPTION OF PORT AND PHASE I RAIL YARD

2.1 PORT OVERVIEW

2.1.1 Background

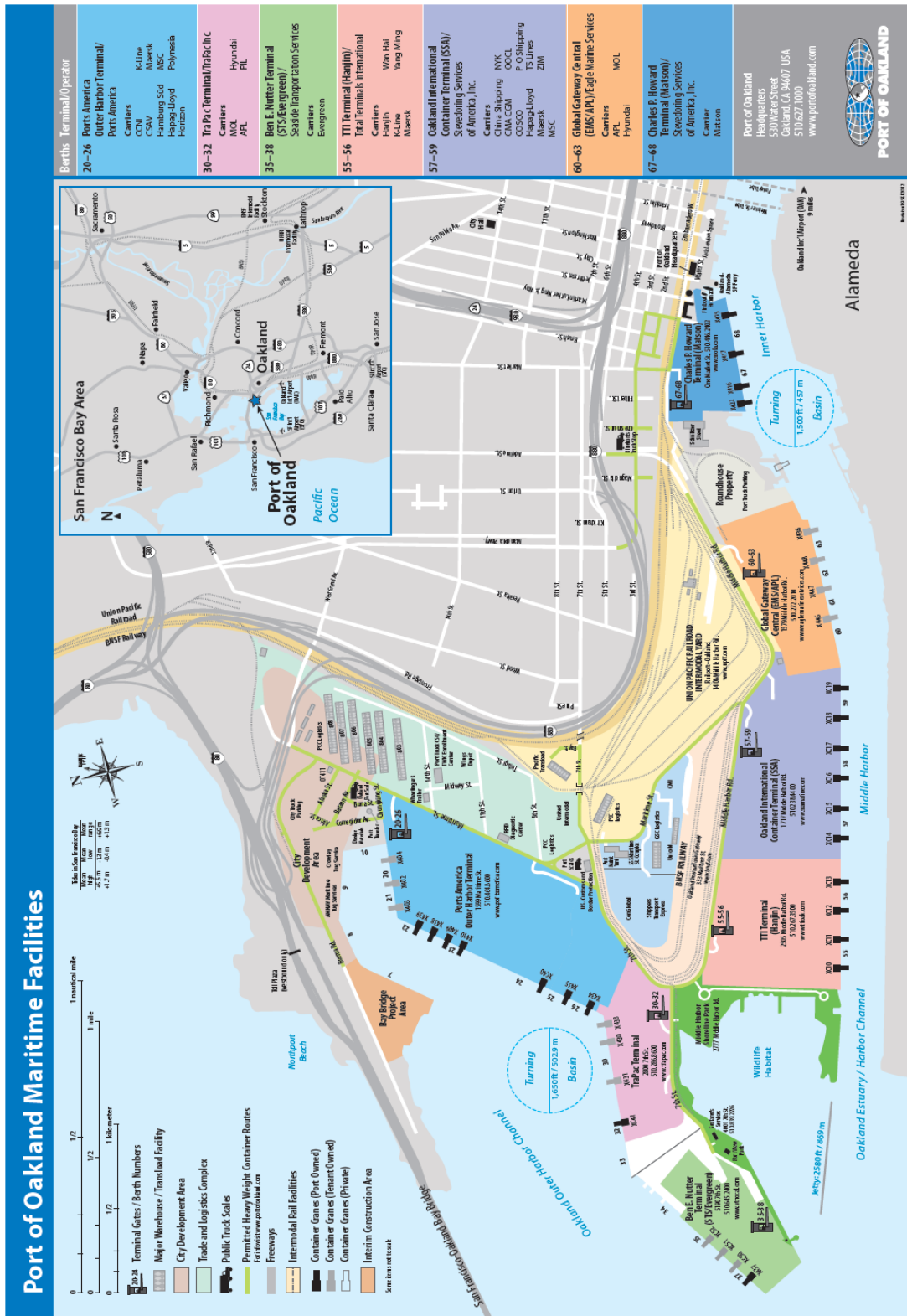
The Port owns nearly 1,100 acres of waterfront property on the inland side of San Francisco Bay, which is utilized for maritime-seaport related activities. The Port oversees an additional 1,000 acres of adjacent commercial real estate, and 2,500 additional acres nearby devoted to aviation activities. The Port is centrally located at the hub of several major regional transportation routes, including interstate freeways, major rail lines and an international airport. The Port is a major economic engine for the San Francisco Bay Area regional economy, and is situated within the City, a major metropolitan center for the region with a population of approximately 400,000.

The Port was one of the first ports in the United States to invest heavily in container shipping during the 1960s, because of its geographic location, plentiful industrial acreage available for container storage and handling, and short distance to inland rail connections.

Today, the Port continues to focus its maritime activities primarily on container shipping. Its seven container terminals occupy more than 770 acres and include 24 berths and 36 cranes, of which 30 are post-Panamax including 15 super post-Panamax size capable of handling the latest-generation ships. The Port is the third busiest container port on the U.S. West Coast, having

handled approximately 2.34 million 20-foot equivalent units (“TEUs”) of cargo in 2010. The Port’s container handling capacity today is more than 3 million TEUs annually.

2.1.2 Map



2.1.3 Description of Maritime Facilities

The Port operates maritime facilities, which are organized as follows:

7th Street Terminal Area

The 7th Street Terminal Area consists of Berths 30 through 37, and is comprised of 170 acres located along the deep-water Oakland Outer Harbor Channel with rail and highway access and is used for container terminal operations. The TraPac Terminal is a 65-acre facility equipped with 4 post-Panamax container cranes and consists of Berths 30 through 32. The Ben E. Nutter Terminal is 74 acres and consists of Berths 35 through 37 and is currently operated by Evergreen Marine Corporation (Taiwan) Ltd.

Outer Harbor Terminal Area

The Outer Harbor Terminal Area consists of Berths 20 through 26, and is currently operated as two separate container terminals located along the deep-water Oakland Outer Harbor Channel. The Ports America Outer Harbor Terminal is located at Berths 25 and 26 and comprises approximately 44 acres. The Port of Oakland awarded a concession and lease agreement to Ports America Outer Harbor Terminal, LLC (“Ports America”) to operate at Berths 20 through 24 beginning January 1, 2010. Berths 20 through 24 are approximately 166 acres with seven post-Panamax cranes.

Inner Harbor Terminal Area

The recently redeveloped Global Gateway Central Terminal, operated by Eagle Marine Services (a subsidiary of American President Lines (“APL”)), is an approximately 80-acre facility and consists of Berths 60 through 63. It is presently served by four container cranes. The Inner Harbor Terminal Area also includes the 120-acre Hanjin Terminal operated by Total Terminals Inc., LLC with 4 post-Panamax container cranes and consists of Berths 55 and 56. The Oakland International Container Terminal is operated by SSA Terminals LLC in a 150 acre area with 6 post-Panamax container cranes and consists of Berths 57 through 59. The Inner Harbor Terminal Area also includes the 50-acre Charles P. Howard Terminal, which consists of Berths 67 and 68. The Charles P. Howard Terminal is operated by SSA Terminals, LLC, and currently services Matson Navigation, Co.

2.1.4 Outer Harbor Intermodal Terminals Project

The Outer Harbor Intermodal Terminals project (the “OHIT Project”) is of national significance, seeking to transform the former Oakland Army Base into a world-class intermodal trade and logistics center. The Port is the only international container trade gateway for the Northern California MegaRegion; it is the leading U.S. export gateway on the West Coast and is the fifth ranked U.S. seaport by containerized cargo movements.

The OHIT Project will be another critical development initiative to open U.S. businesses to international markets through an improved Oakland seaport. The Trade Corridors Improvement Fund (“TCIF”) will contribute towards the approximately \$499.2 million first phase of the Oakland Army Base redevelopment. This first phase includes the build-out of a City-owned 165 acre development area and the establishment of the Phase I Rail Yard on thirty-five (35) acres of

the Port-owned property. Subsequent phases of the redevelopment will include further expansion of the rail terminal (as further described below), an additional 1 million square feet of trade and logistics facilities on the Port's land, and the 7th Street grade separation project connecting the road, rail and marine networks efficiently within the Port. The complete redevelopment, including all phases is expected to take ten (10) years to complete.

The former Oakland Army Base (the "OAB"), an approximately 430-acre facility located on the West Oakland waterfront, was first commissioned in 1941 as a Port and trans-shipment facility. During World War II, it served as a major cargo Port and warehousing facilities. Until 1995, the OAB was active with warehouse uses and approximately 2,040 employees. In 1995, the Base Realignment and Closure Commission recommended closure and realignment/disposal of the OAB. The OAB was officially closed for military operations in September 1999.

In August 2006, approximately 170 acres of the OAB were conveyed to the City and another 200 acres were transferred to the Port. The City has entered into various agreements with CCIG and Prologis to develop the City lands in OAB and the infrastructure necessary for the OAB redevelopment.

The key components of the OHIT Project under the Amended Baseline Agreement are as follows:

- Development and construction of the Phase I Rail Yard;
- Rehabilitation of an existing wharf and surrounding lands, creating a new bulk cargo marine terminal;
- Development and construction of new trade and logistics warehousing and Port-related facilities;
- Relocation and consolidation of the City's recycling services into a central location with improved access to the Port;
- Roadway and utility improvements for the development area, focused along a backbone along Maritime Street and Burma Road;
- On-going environmental remediation; and
- Site preparation, including import, fill, surcharging, and grading, each within the City's areas designated for the trade and logistics and recycling facilities.

The TCIF will be used for the rail, backbone infrastructure, and site preparation required for the container/bulk transfer facilities. The OHIT Project is divided in multiple development phases or "segments" and the completion of all segments is expected to take approximately ten (10) years to complete.

2.2 THE PROPOSED PHASE I RAIL YARD

2.2.1 Design and Construction of Phase I Rail Yard

The development and construction of the new Phase I Rail Yard generally consists of constructing an approximately 35 acre freight rail yard for the storage and inspection of unit train

and manifest train railcars, a lead track to connect to Union Pacific's existing track system and to the City's Gateway rail development. The development will include:

- Site demolition and utility abandonment
- Protection and relocation of existing utilities to remain in service
- Excavation, select surcharge, fill placement, and site grading
- Railroad track construction including:
 - Single Lead track
 - Eight Support yard tracks (28,000 LF)
 - Five Manifest yard tracks (12,000 LF)
- Storm drainage and railroad track under drains
- Utility stub-outs for modular building connections
- Yard lighting
- Fencing and gates
- 14th Street pavement upgrades
- A modular administration building and a guard booth

The project will require strengthening and/or relocation of utilities including a Kinder Morgan fuel line, East Bay Municipal Utility District water lines, Pacific Gas & Electric Company electric lines, and AT&T telecommunication lines. In addition, the project will require a significant amount of coordination with Union Pacific to connect into their existing rail system. Port staff have been working with the above utility service providers, Union Pacific and the City and its development partners to get the necessary agreements in place for the construction schedule to meet the requirements in the TCIF and TIGER IV agreements. The Phase I Rail Yard is divided into two (2) separately built and separately funded projects, each generally described below, and subject to further revision, as necessary:

Rail Access Improvements and Manifest Yard (“Manifest Yard”). This project will consist of the construction of new mainline access improvements, new lead tracks from the mainline through the OAB to the Phase I Rail Yard (a new 16,000 square foot manifest car storage yard), a new administrative building, yard lighting and security fencing. The mainline access will include new, high speed turnouts tied in to Union Pacific's centralized train control system, with new signals installed for movements to and from the mainline from the Phase I Rail Yard. The former Manifest Yard on the OAB would be replaced with a new rail terminal designed to support increased cargo transfer between ships and trains. The manifest tracks will be used as a staging yard to accommodate the existing and new warehouses within the site. The manifest car storage yard has a 200 railcar capacity, supporting up to 20,000 loaded railcars per year. All tracks will be designed to current Union Pacific and BNSF industry standards, and will be capable of accommodating almost all types of rail cargo. For additional details concerning the design and construction of the Phase I Rail Yard, please refer to the design-build documents and the Amended Baseline Agreement, copies of which will be available on the RFQ Document Site.

Unit Train Support Rail Yard (“Support Yard”). A second project will consist of a new 8-track unit train support yard to be built with approximately 28,000 LF of new track. The new track will be used for 100 car or greater unit trains and for additional storage track for

bulk and container trains to be staged prior to loading or unloading. The unit train support yard can accommodate 4 unit trains at any one time with its 8 approximately 3,600 foot tracks. The yard can accommodate as many as 28 trains per week. The support yard will be used for bulk cargo marine terminal, container train staging, and bulk cargo transload operations within the Port. For additional details concerning the design and construction of the Phase I Rail Yard, please refer to the design-build documents and the Amended Baseline Agreement, copies of which will be available on the RFQ Document Site.

The Port anticipates that as market demand for intermodal container rail services increases, additional facilities or phases would be added.

2.2.2 Existing Railroad Access and Capacity

There are two Class I Railroads currently serving the Port, BNSF and Union Pacific. Union Pacific owns and operates the approximately 250-acre Railport Oakland intermodal yard. BNSF operates the 85-acre Oakland International Gateway rail yard, which is leased to BNSF by the Port.

Both rail yards are shown on the Map above and primarily conduct wheeled operations. Their combined total capacity is approximately 750,000 lifts or 1.2 million TEUs per year.

2.3 THE PROPOSED SITE OF THE PHASE I RAIL YARD

The Phase I Rail Yard is comprised of approximately 35 acres and is denoted on the map attached hereto as Appendix 2 and incorporated herein by reference. The Selected Proposer will have reviewed or been given the opportunity to review the Phase I Rail Yard property related documents that may impact the duties of the Rail Operator under the Rail Operating Agreement.

2.3.1 Environmental

2.3.1.1 - Notice of Toxic Materials

The Port hereby notifies each Proposer that toxic materials were stored on and known to have been released or disposed on, in, and around the project site. The Port has prepared a list of environmental documents and policies (the “List of Environmental Documents and Policies”), which lists, among other things, key reports documenting the existence of toxic materials at the proposed Phase I Rail Yard site, a copy of which is available on the RFQ Document Site and incorporated herein by reference. This List of Environmental Documents and Policies is a work in progress and the Port intends to supplement the List of Environmental Documents and Policies to include additional key reports as they are identified, located, and/or prepared. The Port further hereby notifies each Proposer, that improvements in and around the proposed site were built prior to 1978 and may contain lead-based paint and asbestos.

2.3.1.2 - Key Regulatory Documents

There are a number of important regulatory documents that may impact the operation, maintenance, development, investigation, and remediation of the Phase I Rail Yard, including, but not limited to, the following, each of which will be available in its entirety to each Proposer on the RFQ Document Site or upon written request to the Port (unless otherwise indicated below):

(1) OAB Economic Development Conveyance (“EDC”) Parcel:

(a) the “Final Remediation Action Plan, Oakland Army Base, Oakland, California” (the “OAB EDC RAP”) and the “Risk Management Plan” (the “OAB EDC RMP”) attached as Appendix E to the OAB EDC RAP (and together referred to herein as the “OAB EDC RAP/RMP”) prepared for the Oakland Base Reuse Authority (“OBRA”) and the Department of Toxic Substances Control, California Environmental Protection Agency (“DTSC”), and dated September 27, 2002, which cover the OAB EDC portion of the proposed site. A copy of the OAB EDC RAP/RMP is available on line at:

http://www.oaklandnet.com/government/ceda/revised/planningzoning/MajorProjectsSection/final_rap_rmp.html

(b) “Order Number R2-2004-0086, Site Cleanup Requirements for the Property located at the Oakland Army Base”, issued by the San Francisco Bay Regional Water Quality Control Board (“RWQCB”), dated November 5, 2004;

(c) that certain “Consent Agreement” among OBRA, the City, ORA and DTSC, dated May 19, 2003 to implement the OAB EDC RAP/RMP concerning the OAB EDC portion of the proposed site as the same has been amended; and

(d) that certain “Covenant to Restrict Use of Property, Environmental Restriction, former Oakland Army Base, Oakland, California,” signed by the City on May 16, 2003, signed by OBRA on May 15, 2003, signed by ORA on May 15, 2003, and signed by DTSC on August 7, 2003.

(2) Former United States Army Reserves 2004 (Subaru) Parcel:

(a) “Amendment to Final Remedial Action Plan, Oakland Army Base, Oakland, California for Subaru Lot, Former Parcels 6 and 7, Heroic War Dead, United States Army Reserve Center,” dated July 2004;

(b) that certain “Covenant to Restrict Use of Property, Environmental Restriction, Subaru Lot, Former Oakland Army Base, Oakland, California,” signed by the United States Department of the Army (the “Army”) on August 31, 2004 and signed by DTSC on August 9, 2004; and

(c) that certain “Letter Amendment to Consent Agreement” among OBRA, the City, ORA and DTSC, dated May 2, 2005, concerning the Subaru Lot.

(3) Former United States Army Reserves 2007 (Buildings 780 & 762) Parcel:

(a) “Final Amendment to Final Remedial Action Plan, Oakland Army Base, Oakland, California, for Former Parcel 18 and Subparcels 19 and 21, Oakland United States Army Reserve Center #2,” dated December 2006;

(b) that certain “Covenant to Restrict Use of Property Environmental Restriction, Oakland United States Army Reserve Center #2, Parcel 18 and Subparcels 19 and 21, Former Oakland Army Base, Oakland, California,” signed by DTSC on May 21, 2007 and signed by the Army on June 21, 2007; and

(c) that certain “Consent Agreement” signed by the Executive Director of the Port on June 27, 2007 and by the Chief, Northern California Operations Office of Military Facilities for DTSC on June 26, 2007, concerning Oakland United States Army Reserve Center # 2 Former Parcel 18 and Subparcels 19 and 21.

(4) FISCO Parcel:

(a) that certain “Consent Agreement” among the Port and DTSC concerning The Fleet Industrial Supply Center Oakland, California, approved as to form and legality on May 6, 1999.

2.3.1.3 - Responsibility for Compliance with Environmental Requirements

Upon entering into the Rail Operating Agreement, the Selected Proposer, as the Rail Operator, will become responsible for, among other things, certain environmental compliance as set forth in the Rail Operating Agreement.

2.3.2 Insurance

Upon entering into the Rail Operating Agreement, the Selected Proposer, as the Rail Operator, will become responsible for obtaining and maintaining certain insurance as set forth in the Rail Operating Agreement.

2.3.3 OAB Mitigation Measures

The Oakland Army Base Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (“SCA/MMRP”) Rail Yard Operations-Related Measures is attached to this RFQ as Appendix 5. Upon entering into the Rail Operating Agreement, the Selected Proposer, as the Rail Operator, will become responsible for performing and complying with such SCA/MMRP as set forth in the Rail Operating Agreement.

2.4 RFQ SUBMISSION REQUIREMENTS AND PROCEDURES

This RFQ is open to prospective Proposers capable of addressing the requirements highlighted in this Section. Proposers that anticipate responding to this RFQ should indicate their intention to do so as soon as possible by providing contact information to Mark Erickson in writing via e-mail at merickson@portoakland.com, with an electronic copy to Donnell Choy via e-mail at dchoy@portoakland.com.

The Port may request clarification or amplification of any response to the RFQ at any time.

Prospective Proposers are requested not to contact any members of the Board, any other officials or staff of the Port, or any City officials, whether elected or appointed, concerning the Preliminary Operating Agreement, the Rail Operating Agreement, or this RFQ during the selection process. Failure to adhere to this request may result in disqualification. The Port may, but shall not be required to, meet with any or all of the prospective Proposers at any point during the process.

The Port reserves the right to interpret or change any provision of this RFQ or any other aspect of the evaluation process at any time during the RFQ process. Such changes made prior to the RFQ submittal deadline, if any, shall be issued as written addendum/addenda to this RFQ. Any such changes made after the RFQ submittal deadline shall be posted on the Port's RFQ Document Site or website. Addendum/addenda to this RFQ may also be issued by the Port in response to written questions timely submitted prior to the due date specified herein for receipt of such questions. Each prospective Proposer is solely responsible for making inquiry as to any addendum/addenda issued by the Port. All addenda issued by the Port and made available on the RFQ Document Site shall become part of this RFQ, and all Proposers shall be bound by such addenda, whether or not received or reviewed by them.

The information contained in this RFQ and any addenda modifying any provisions of the RFQ are provided for the convenience of the Proposers. It is the responsibility of the Proposers to assure themselves that the information in the RFQ is accurate and complete. The Port, the Board, and its employees and advisors, will have no liability arising out of the inaccuracy of any such information.

2.4.1 Questions regarding this RFQ

Questions should be directed in writing via-email to Mark Erickson at merickson@portoakland.com and Donnell Choy at dchoy@portoakland.com no later than 5:00pm Pacific Time November 26, 2012. The Port's responses to such questions will, in its discretion, be made in the form of an addendum to this RFQ. All addenda (if any) shall be posted on the RFQ Document Site no later than November 30, 2012. Proposers should email the above listed Port representatives to identify their interest in this RFQ, and the Port will endeavor to notify by e-mail all Proposers who have indicated their intention to respond to the RFQ of the issuance and posting of addenda; provided, however, that the Port's failure to provide such notice shall not provide the basis for any protest by any Proposer. Proposers who did not receive a copy of the addenda should download it from the RFQ Document Site. The Port will not be

responsible for any instructions, interpretations or explanations received from any person other than in writing from the persons listed above.

2.4.2 Submittal requirements and Evaluation Criteria

Submittals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to satisfy the requirements of this RFQ. While there is no specific prescribed format for responses to this RFQ, submittals must include responses to all the information requested in the order listed below and should be no more than 25 pages in length (excluding attached appendices). Incomplete submittals or submittals that do not follow the instructions may be considered non-responsive and may not be reviewed. Upon receipt of each Proposer's submission, the Port will assess the Proposer's qualifications in the areas identified in subsections 1 through 7 below with the weights indicated in parenthesis. Substantive criteria, such as rail operating experience, technical capability, and financial capability will be evaluated on the basis of the Proposer's written submissions as well as the degree to which such capabilities are demonstrated during the Proposer's interview with the Port.

1. Cover Letter and Proposer's Offer and Representations Agreement Form
(Weight 5%)

Each submittal must be accompanied by a cover letter that identifies the following information concerning the Proposer: the name, title, business address, email address, telephone and facsimile numbers of the person(s) authorized to represent the Proposer in connection with the submittal and to be contacted for any clarifications throughout the evaluation and selection process; all Team members; and the key terms of the Proposer's proposal, including the Proposer's proposed rates for providing the services required under the Preliminary Operating Agreement (subject in all events to the \$50,000 cap).

The cover letter must also certify that the Proposer has read and understands the following Port goals and policies: MAQIP; the living wage ordinance; nondiscrimination and small and local business utilization policy ("NDSLUBUP"); and reporting requirements for prevailing wage laws. These are all available on the Port's website (www.portofoakland.com) or the RFQ Document Site and will be reflected in the Rail Operating Agreement. Furthermore, the cover letter must also certify that the Proposer has had access to review each of the documents made available to the Proposer and the documents listed in Section 2.3.1.2, each of which are available to the Proposer on the RFQ Document Site or upon written request to the Port.

Each submittal must also include an executed and initialed (on page 1, Section 5) Proposer's Offer and Representations Agreement Form in the form attached hereto as Appendix 4.

2. Proposer Information **(Weight 10%)**

- a) Provide a description of the Proposer, including a description of all its relevant team members.

- b) Briefly outline the anticipated role(s) of each team member, identify any team member that is locally based and describe how the assembled team encourages and supports local hiring participation. The Proposer must identify the Proposer's existing relations with the Port, the City, Union Pacific and/or BNSF, if any, and the team members that will have primary responsibility relating to the Proposer's provision of services under the Preliminary Operating Agreement and the negotiation of, and provision of services under, the Rail Operating Agreement.
- c) Identify the individuals or companies who hold a major or controlling interest in the Proposer.
- d) Identify the companies and individuals who are expected to act as legal, financial, or other advisors for the Proposer.
- e) Provide a list of Proposer references. These references should be able to describe the relevant qualifications and capabilities of the Proposer with respect to the design and development of the proposed Phase I Rail Yard and its ability to perform under the Rail Operating Agreement.

3. Rail Operating Experience **(Weight 30%)**

- a) Describe the Proposer's experience with respect to the operation of similar rail facilities or the development of such facilities, including the number and overall size of each such rail operations.
- b) Describe the Proposer's safety record, including its ability to protect workers, equipment and cargo from damage due to unsafe working conditions.
- c) Describe the Proposer's ability to perform the proposed duties and obligations under the Rail Operating Agreement, including the type and sources of rail equipment that it expects to provide in the performance of its duties.
- d) Describe the Proposer's experience working with Class I railroads, including in particular its experience and relationship, if any, with Union Pacific and BNSF.
- e) Describe the Proposer's experience attracting new rail customers to industrial parks or port districts such as the Port to expand the owner's existing customer base.
- f) Describe how Proposer will generate local community benefits (including, but not limited to, creating sustainable job opportunities and job training opportunities for residents of the City and surrounding communities).

4. Technical Capability (**Weight 30%**)

- a) Proposer must provide evidence demonstrating its technical ability to provide design input with respect to the proposed Phase I Rail Yard and to operate and maintain the Phase I Rail Yard consistent with Port policies. Specifically, each Proposer must describe its capabilities and experience with and/or knowledge of:
- Working with multiple agencies and property owners in developing a comprehensive development plan similar to the proposed Joint Operating Plan to be developed between the Port and the City with respect to the Phase I Rail Yard. Proposers should specify how these comparable projects relate to the proposed development of the Phase I Rail Yard.
 - Experience in operating joint rail facilities.
 - Experience in intermodal and transportation logistics; and
 - Federal, State, and local environmental laws, rules and regulations .
- b) Proposers must demonstrate their commitment to achieving the highest standards of customer service and satisfaction. Specifically, Proposer must highlight its experience and qualifications in the following areas:
- Supporting the owner as necessary in marketing and business development to attract and maintain customers and tenants.
 - Managing labor relations to achieve optimal operations while balancing stakeholder interests.
 - Achieving community benefits in the areas of business and workforce development, environmental justice, and community and stakeholder involvement.
- c) The Port integrates environmental considerations into planning, project development and decision making. Strong and adaptable environmental management is critical to long-term viability. To ensure environmentally sound, sensitive and sustainable operation and development of the Phase I Rail Yard, Proposer must describe its experience with:
- Decision making practices that consider tradeoffs between economic benefits and environmental impact;
 - Energy efficiency technologies that reduce negative impacts such as water, air and noise pollution;
 - “Clean and green” sustainable technologies;

- Air quality improvement initiatives; and
- Relationship management with environmental stakeholders.

5. Financial Capability (**Weight 10%**)

- a) Proposer must demonstrate its financial capacity to perform its duties and obligations under the Rail Operating Agreement.

6. Non-Discrimination Small/Local Business Utilization Policy (**Weight 15%**)

Please see the RFQ Document Site for copies of all forms and requirements related to the Port's Non-Discrimination and Small/Local Business Utilization Policy, which shall apply in connection with the Support Yard portion of the Phase I Rail Yard project.

- a) Does your company meet the Port's definition of Small/Local Business? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's definition of Small/Local Business, and award qualifying companies up to the maximum 15 points.

2.4.3 Advisors to the Port

O'Melveny & Myers LLP, and Farella, Braun & Martel LLP are serving as advisors to the Port in connection with the Phase I Rail Yard and are not available to provide services to any Proposers or to participate as members of any Team.

[Appendices on following pages]

List of Appendices

- Appendix 1 Form of Preliminary Operating Agreement
- Appendix 2 City-Owned OAB Site Map
- Appendix 3 Phase I Rail Yard Site Map
- Appendix 4 Form of Proposer's Offer and Representations Agreement
- Appendix 5 OAB Mitigation Measures

Appendix 1

Form of Preliminary Operating Agreement

[See attached]

**PHASE 1 RAILYARD -
PRELIMINARY OPERATING AGREEMENT
(FORMER OAKLAND ARMY BASE)**

This Preliminary Operating Agreement (this “Agreement”), entered into and effective as of _____, 20__, is by and between the Board of Port Commissioners of the City of Oakland, California (the “Port”), and _____ (the “Rail Operator”).

This Agreement is made with reference to the following facts and circumstances:

A. The Port owns or controls former Oakland Army Base (“OAB”) lands that are intended to be used or redeveloped for new maritime related commerce. Approximately 35 acres of that land is intended to be redeveloped into a new Phase I Rail Yard as further described in that certain Request for Qualifications dated November 16, 2012, issued by the Port (the “RFQ”). The City of Oakland, California (the “City”) also owns or controls a portion of the former OAB lands and plans to redevelop its lands into new maritime and commercial facilities that will require railroad switching service.

B. The Port and the Rail Operator desire to enter into a Rail Operating Agreement (the “Rail Operating Agreement”) whereby the Rail Operator will be responsible for providing third party switching services to the Port’s and the City’s customers and tenants at the former OAB and for operating and maintaining the Port railroad tracks and related facilities on or adjacent to the former OAB, including at the proposed Phase I Rail Yard planned to be completed in 2015 (the “Phase I Rail Yard,” or the “Project”).

C. The Port and the Rail Operator further desire that the Port may, in its discretion, by issuing one or more Notices to Proceed to the Rail Operator, elect to receive additional services from the Rail Operator, as described herein, in connection with (i) reviewing and commenting on the current design and future design submittals related to the Project and/or (ii) negotiating an access agreement between the Port and the City governing the provision of third party switching services between the Phase 1 Rail Yard and rail customers on City lands (the “Access Agreement”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Rail Operator and the Port hereby agree as follows:

1. Effective Date and Term. This Agreement shall become effective on the latest of (a) the date on which the Board of Port Commissioners adopts a resolution approving and authorizing this Agreement, (b) the date on which the parties hereto have duly executed and delivered this Agreement and (c) the date on which the Port Attorney’s Office approves the form and legality of this Agreement (the latest of such dates, the “Effective Date”). The term of this Agreement (the “Term”) shall commence on the Effective Date and expire on the earlier of (i) the first anniversary of the Effective Date, unless extended by mutual agreement of the parties or earlier terminated as permitted under this Agreement, and (ii) the effective date of the Rail Operating Agreement. Notwithstanding the foregoing, either party may terminate this Agreement without liability to the non-terminating party by delivering thirty (30) days’ prior written notice to the non-terminating party.

2. Negotiations Regarding Rail Operating Agreement. During the Term, the Port will negotiate exclusively with the Rail Operator for the purpose of agreeing upon and entering into the Rail Operating Agreement. The Rail Operating Agreement shall obligate the Rail Operator to provide third party switching services to the Port's and the City's customers and tenants, and to operate and maintain railroad track and related facilities on or adjacent to the Port's former OAB lands, all as further described in the RFQ and in the reference documents available in the Port's on-line dataroom at http://portofoakland.com/business/rfq_oab.asp, with such changes and additions thereto as may be mutually agreed by the parties. The parties acknowledge that Rail Operator will be responsible for providing its own tools and equipment, including rolling stock and engines, and trained personnel for the performance of switching and maintenance services under the Rail Operating Agreement. The parties expect to enter into the Rail Operating Agreement on or before the expiration of the Term, and each agrees to negotiate in good faith and to dedicate to the negotiations a sufficient amount of staff time and attention, including legal services and including the time and attention of staff designated with decision making authority in this matter, as necessary, during the Term. The Rail Operator will be responsible for all costs and expenses incurred by it in connection with the preparation and negotiation of the Rail Operating Agreement. Notwithstanding anything herein to the contrary, if for any reason the Port and the Rail Operator do not agree upon the terms of, and/or do not enter into, the Rail Operating Agreement prior to the expiration or earlier termination of the Term, the Port shall have no obligation to the Rail Operator with respect to entering into a Rail Operating Agreement or otherwise, except with respect to payment for the Consulting Services rendered to the Port under the terms hereof prior to the expiration or earlier termination of the Term.

3. Consulting Services. During the Term, the Port may direct the Rail Operator, through the issuance of one or more Notices to Proceed, to provide to the Port Design Review Services and/or Negotiation Consulting Services, each as defined below (collectively, the "Consulting Services"). The Rail Operator represents that it has experience in operating and maintaining railroad terminals or industrial parks, is familiar with applicable rules and regulations promulgated by the Federal Railroad Administration and the California Public Utilities Commission, and the operations and procedures of the Union Pacific Railroad Company and the BNSF Railway Company. The Rail Operator is not required to be an engineering or design professional, as the Port has separately contracted, or will separately contract, for professional design and engineering services for the Phase I Rail Yard. The Rail Operator shall not engage any subcontractors or subconsultants to perform any of the Consulting Services without the Port's prior written consent.

a. Design Review Services. Upon the Rail Operator's receipt of a written "Notice to Proceed - Design Review Services" from the Port, which may be issued in the Port's sole discretion, the Rail Operator shall assist the Port in reviewing, revising, and finalizing the designs for the development of the Project, which designs will be prepared and provided by the Port's design-build contractor. The Rail Operator shall perform all services pursuant to this Section 3(a) (collectively, the "Design Review Services") within such times as are necessary to enable the Port to meet the schedule set forth in the applicable design build contract, taking into account all time required for review and approval by the Port of any input provided by the Rail Operator. The Port has also engaged Parsons Transportation Group to provide oversight and design review from an engineering perspective. For the avoidance of doubt, the Port is under no

obligation to issue the Notice to Proceed - Design Review Services, and in the event that the Port does not issue such a Notice to Proceed, the Rail Operator shall not perform such services or receive any compensation in connection with such services.

b. City Access Agreement Consulting Services. Upon the Rail Operator's receipt of a written "Notice to Proceed - City Access Agreement Consulting Services" from the Port, which may be issued in the Port's sole discretion, the Rail Operator shall assist the Port in the Port's negotiations with the City to finalize and enter into the Access Agreement. The Rail Operator shall perform all services pursuant to this Section (3)(b) (collectively, the "City Access Agreement Consulting Services") within such times as are necessary to comply with a schedule that shall be established by the Port and provided to the Rail Operator for negotiation and execution of the Access Agreement, taking into account all time required for review and approval by the Port of any input provided by the Rail Operator. For the avoidance of doubt, the Port is under no obligation to issue a Notice to Proceed - City Access Agreement Consulting Services, and in the event that the Port does not issue such a Notice to Proceed, the Rail Operator shall not perform such services or receive any compensation in connection with such services.

4. Compensation for Consulting Services. The Port shall compensate the Rail Operator on a time and materials basis for the Rail Operator's provision of such of the Consulting Services detailed in Section 3 above as are performed hereunder, provided that in no event shall the amount due to the Rail Operator under this Agreement, for the provision of Consulting Services or otherwise, exceed \$50,000.00. For the avoidance of doubt, in no event shall the Rail Operator receive or be entitled to any compensation or reimbursement from the Port in connection with the Rail Operator's negotiation of the Rail Operating Agreement with the Port.

a. Labor and Overhead. Labor and overhead charges for Consulting Services shall be billed and reimbursed in accordance with the labor rates, overhead, general and administrative expense and profit allowances all set forth on Exhibit A hereto, and such rates shall be applied to the actual manhours, and fractions thereof, worked by the Rail Operator in providing the Consulting Services, as reflected on the time record forms maintained by the Rail Operator and reasonably approved, as to form, by the Port. Overtime charges shall be incurred only with the specific advance authorization of the Port.

b. Material Charges. Materials that are used or consumed directly in connection with the furnishing of the Consulting Services shall be charged to the Port at cost. No material handling charges will be allowed without the specific advance authorization of the Port. Items drawn from the Rail Operator's existing material shall be priced at the then-prevailing market rates, less any discounts to which the Rail Operator or the Port is entitled. The Rail Operator shall procure materials at the most advantageous prices available, and shall take advantage of all available discounts, rebates, or other benefits, which discounts, rebates and other benefits shall be credited to the Port.

c. Payment. The Rail Operator shall submit monthly invoices to the Port, in a form reasonably acceptable to the Port, within ten days following the end of each calendar month, setting forth in detail the labor, overhead, and material charges incurred in the preceding calendar

month in connection with the Rail Operator's provision of the Consulting Services, if any. Such invoices shall be accompanied by time record forms in form reasonably acceptable to the Port supporting all labor and overhead charges sought by the Rail Operator, and by paid invoices or supply requisitions supporting all material charges sought by the Rail Operator. The Port shall pay all uncontested sums to the Rail Operator within thirty days of receipt of such invoice.

5. Ownership of Work Product. Any interest (including copyright interests) of the Rail Operator in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Rail Operator in connection with the Consulting Services, shall become the property of the Port. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the Port. With the Port's prior written approval, the Rail Operator may retain and use copies of such works for reference and as documentation of experience and capabilities.

6. Insurance. The Rail Operator shall comply with the insurance requirements specified by the Port in writing to Rail Operator on or before the date hereof, as modified thereafter in the Port's reasonable discretion.

7. Port Acting as Owner of the Project. The Rail Operator acknowledges that the Port is acting in its capacity as the owner of the Project, with a proprietary interest in the Project, and not as a regulatory agency with police powers.

8. Agreements Subject to Environmental Review and Governmental Approvals. By entering into this Agreement, the Port is not committing itself or agreeing to undertake any definite course of action, except as explicitly set forth herein. The terms of this Agreement do not commit the Port to undertake (a) any conduct to dispose of or grant control over the Project to the Rail Operator, or (b) any other acts or activities predetermining, affecting, or influencing the subsequent independent exercise of discretion related to the transactions contemplated hereunder by the Port or by any other governmental agency or authority. The Rail Operator acknowledges that the Port cannot enter into or be bound by any documents or agreements that will cause or result in any future work by the Rail Operator on the Project or a grant of any rights with respect to any development of the Project until all environmental reviews required by CEQA or NEPA, or any other necessary regulatory approvals, are completed.

9. Disputes. The Rail Operator shall continue its work on the Consulting Services, as applicable, and its good faith negotiation with the Port related to the Rail Operating Agreement throughout the course of any dispute, and the Rail Operator's failure to continue such work and good faith negotiation during a dispute shall be a material breach of this Agreement.

10. Governing Law. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this

Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

11. Relationship of the Parties. Rail Operator shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs any Consulting Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Rail Operator is and shall at all times be and remain independent from the Port and shall not be an agent of the Port. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures. Neither party shall have any right or power to obligate or bind any other party in any manner whatsoever except as expressly authorized in this Agreement.

The Rail Operator shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Consulting Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. The Rail Operator represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization. Upon full payment, the Rail Operator will issue the Port a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving the Port of all liability for any tax relating to the scope of this Agreement. The Rail Operator shall pay all other taxes including but not limited to any applicable City of Oakland business tax, not explicitly assumed in writing by the Port hereunder. The Rail Operator shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The Port is not a fiduciary and has no special responsibilities to the Rail Operator beyond any obligations expressly set forth herein.

12. Conflicts of Interest/Confidentiality.

a. The Rail Operator represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

b. The Rail Operator represents that it has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, that the Rail Operator believes any member of the Port, or other officer, agent or employee of the Port or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by the Port for cause. The Rail Operator agrees to comply with all conflict of interest codes adopted by the City or the Port of Oakland and their reporting requirements.

c. The Rail Operator covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Consulting Services required under this Agreement or the negotiation of the Rail Operating Agreement. Without limitation, the Rail Operator represents to and agrees with the Port that the Rail Operator has no present, and will have no future, conflict of interest between providing the Port the Consulting Services hereunder or the services contemplated by the Rail Operating Agreement and any interest the Rail Operator may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the Port, as determined in the reasonable judgment of the Port. The provisions of this Section 12(c) shall remain fully effective indefinitely after the expiration or termination of the Term.

d. The Rail Operator acknowledges and agrees that, in the performance of the Consulting Services under this Agreement or in the contemplation thereof, or in connection with the negotiation of the Rail Operating Agreement, the Rail Operator may have access to private or confidential information which may be owned or controlled by the Port and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Port. The Rail Operator agrees that all information disclosed by the Port to or discovered by the Rail Operator shall be held in strict confidence and used only in performance of the Agreement. The Rail Operator shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data, and shall not accept employment adverse to the Port's interests where such confidential information could be used adversely to the Port's interests. The Rail Operator agrees to notify the Port immediately in writing if it is requested to disclose any information made known to or discovered by the Rail Operator during the performance of or in connection with this Agreement.

e. Any publicity or press releases with respect to the Project, the Consulting Services or the negotiation of the Rail Operating Agreement shall be under the Port's sole discretion and control. The Rail Operator shall not discuss the Project, the Consulting Services or the Rail Operating Agreement, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without the Port's prior written consent. The Rail Operator shall have the right, however, without the Port's further consent, to include representations of the Consulting Services among the Rail Operator's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

13. Attorneys' Fees. In the event of a default under this Agreement or in the event a dispute arises in a judicial or quasi-judicial proceeding concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its or their rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Agreement, reasonable fees of attorneys of the Port Attorney's Office shall be based on the fees the Port Attorney pays its outside private attorneys who work on any such

dispute. The provisions under this Section 13 shall survive the expiration or termination of the Term.

14. Indemnity. The Rail Operator shall indemnify, protect, defend and hold harmless the Port and the Port's officers, agents and employees, from and against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs through appeal (collectively, "Losses"), arising out of or related to any activity of Rail Operator, or its agents, employees or contractors, under this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of Port. The provisions under this Section 14 shall survive the expiration or termination of the Term.

15. Notices. Unless otherwise expressly provided herein, any notice given under this Agreement shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by Express Mail, return receipt requested, with postage prepaid, or via facsimile, as follows:

If to the Port: Executive Director
 Port of Oakland
 530 Water Street
 Oakland, CA 94607

with copies to: Director of Maritime
 Port of Oakland
 530 Water Street
 Oakland, CA 94607

Port Attorney
Port of Oakland
530 Water Street
Oakland, CA 94607

If to Rail Operator: _____

with a copy to: _____

16. Counterparts. This Agreement may be executed by PDF or electronic signature, and it may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[RAIL OPERATOR]

By: _____

Its: _____

Dated: _____

**BOARD OF PORT COMMISSIONERS OF
THE CITY OF OAKLAND, CALIFORNIA**

By: _____

Its: _____

Dated: _____

**THIS AGREEMENT SHALL NOT
BE VALID OR EFFECTIVE FOR
ANY PURPOSE UNLESS AND
UNTIL IT IS SIGNED BY THE
PORT ATTORNEY OR HIS
DESIGNEE.**

Approved as to form and
legality this __ day of
_____, 20__

_____,
Port Attorney

By: _____
Port Attorney

Resolution Number: _____

Adopted: _____

Exhibit A
Compensation Rates

[Proposer to propose rates as part of the RFQ responsive submission]

Appendix 2

City-Owned OAB Site Map

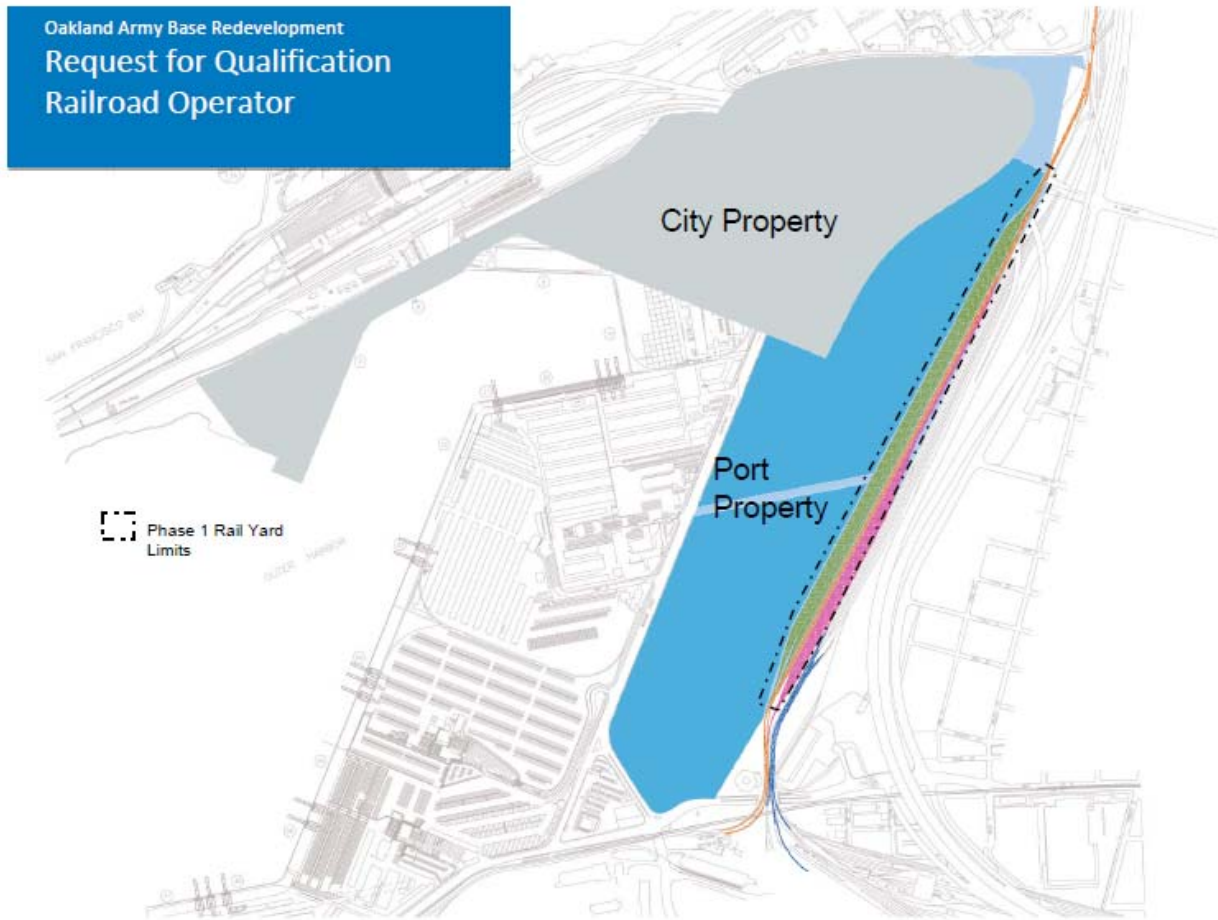
[See attached]



Source: City of Oakland's Request for Proposals for a Master Developer, Gateway Development Area of the Former Oakland Army Base.

Appendix 3

Phase I Rail Yard Site Map



Appendix 4

Proposer's Offer and Representations Agreement Form

PROPOSER'S OFFER AND REPRESENTATIONS AGREEMENT

The undersigned proposer ("Proposer") hereby unconditionally and irrevocably offers to enter into the Preliminary Operating Agreement substantially in the form posted by the Port at its on-line data room at http://portofoakland.com/business/rfq_oab.asp (the "Preliminary Operating Agreement") on the following terms and conditions (this "Offer") (capitalized terms used herein and not otherwise defined shall have the same meanings as assigned to such terms in the Request for Qualifications dated _____, 20__ (the "RFQ")):

1. Proposer: The party to the Preliminary Operating Agreement will be the Proposer identified below, provided that the Proposer may create a subsidiary approved by the Port (the "Subsidiary") to enter into the Preliminary Operating Agreement prior to the execution of the Preliminary Operating Agreement pursuant to Section 4 below, in which event the Subsidiary shall carry out all of the obligations of the Proposer under the Preliminary Operating Agreement from and after such execution.

2. Final Preliminary Operating Agreement: There will be no changes or modifications of any kind to the Preliminary Operating Agreement, except that certain provisions of the Preliminary Operating Agreement left blank or designated as "To Be Determined" in the form Preliminary Operating Agreement contained in the Port's on-line data form will be completed as mutually agreed between the Proposer and the Port.

3. Unconditional Offer: This Offer is unconditional and irrevocable until 5:00 p.m. Pacific Time on _____, 20__ or as otherwise extended by mutual agreement of the parties (the "Termination Time"), and unless the Proposer and the Board of Port Commissioners ("Board") enter into the Preliminary Operating Agreement on or before the Termination Time, this Offer shall terminate at the Termination Time.

4. Preliminary Operating Agreement Execution: If, on or at any time prior to the Termination Time, the Port gives written notice to the Proposer, at the address specified below, that the Port staff intends to recommend to the Board that the Port enter into the Preliminary Operating Agreement with the Proposer, the Proposer (or Subsidiary, if applicable) will deliver two (2) executed originals of the Preliminary Operating Agreement to the Port's Director of Maritime within three (3) days of the Proposer's receipt of such notice. The Executive Director of the Port will execute the Preliminary Operating Agreement within thirty (30) days following the effective date of the Board's approval (if approved) of entering into the Preliminary Operating Agreement with the Proposer.

6. Proposer Representations: The Proposer represents and warrants that: (a) it is, and the Subsidiary will be, wholly-owned, directly or indirectly, by the persons disclosed in the cover letter delivered to the Port with this Offer, and no individual or entity has a direct or indirect beneficial interest in the Proposer, or will have a direct or indirect beneficial interest in the Subsidiary, except as disclosed in such letter; (b) it has full power and authority to make this

Offer, and it, or the Subsidiary, will have full power and authority to execute and deliver the Preliminary Operating Agreement pursuant to the terms hereof; (c) such actions do not and will not violate the terms of any of the Proposer's or the Subsidiary's organizational documents or any Preliminary Operating Agreement binding upon it or the terms of any applicable law; (d) no further consent to this Offer or to the execution of the Preliminary Operating Agreement by the Proposer or the Subsidiary, as applicable, pursuant to the terms hereof is required to be obtained from any other person or governmental authority; (e) this Offer constitutes, and the Preliminary Operating Agreement, if executed pursuant to the terms hereof, will constitute duly authorized, valid and legally binding obligations of the Proposer, or the Subsidiary, as applicable, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or transfers, or other laws affecting creditor's rights generally and subject to general principles of equity (regardless of whether in law or in equity), and (f) none of the information submitted in the Proposer's proposal is false or misleading in any material respect, or contains any misstatement of fact or omits to state any facts required to be stated to make such information not misleading in any material respect.

The Proposer hereby attests that Proposer has not contacted any members of the Board, any other officials or staff of the Port, other than as permitted by the Port, and any City officials, whether elected or appointed, concerning the proposed transaction.

The Proposer acknowledges that it was responsible to conduct its own investigation and due diligence and that the Port and the Board, and their employees and representatives, will have no liability arising out of information contained in the RFQ or in other communications transmitted to the Proposer or in connection with the RFQ process.

The Proposer attests that no person or agency has been employed or retained to solicit or obtain the Port's selection of the Proposer under the RFQ process upon a Preliminary Operating Agreement or understanding for a contingent fee, except a bona fide employee or agency. As used herein, (a) "bona fide agency" means an established commercial or selling agency, maintained by the Proposer for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or to obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence, (b) "bona fide employee" means a person, employed by the Proposer and subject to the Proposer's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or to obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence, (c) "contingent fee" means commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract, and (d) "improper influence" means any influence that induces or tends to induce an employee or officer of the Port or the City of Oakland to give consideration or to act regarding a Port contract on any basis other than the merits of the matter.

The Proposer agrees that it waives any right it may have to secure or require the disclosure of another proposer's proposal or offer.

6. Notices: Any notices required or given hereunder shall be in accordance with Section 15 of the Preliminary Operating Agreement, regardless of whether the Preliminary Operating Agreement is effective or not, and to the Proposer at the following location:

To:

With a copy to:

7. Governing Law: This Offer shall be deemed to be made in and shall be construed in accordance with the laws of the State of California, without regard to conflict of laws rule or principle that might refer such interpretation to the laws of another jurisdiction. The exclusive venue for all litigation arising from or relating to this Offer shall be in Alameda County, California. Should any clause, provision or aspect of this Offer be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Offer shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Offer.

8. No Third Party Beneficiaries. The Proposer agrees that no person other than it and the Port shall be a party to, or a third party beneficiary of, this Offer.

9. Attorneys' Fees. In the event of a default under this Offer or in the event a dispute arises in a judicial or quasi-judicial proceeding concerning the meaning or interpretation of any provision of this Offer, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its or their rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Offer, reasonable fees of attorneys of the Port Attorney's Office shall be based on the fees the Port Attorney pays its outside private attorneys who work on any such dispute. The provisions under this Section 9 shall survive the expiration or termination of the Termination Time.

[PROPOSER]

By: _____

Name: _____

Its: _____

Date: _____

PROPOSER CONTACT

Name:

Title and Organization:

Address:

Telephone (office):

Telephone (cell):

Email:

Appendix 5

OAB Mitigation Measures

**OAKLAND ARMY BASE STANDARD CONDITIONS OF APPROVAL
AND MITIGATION MONITORING AND REPORTING PROGRAM
(SCA/MMRP) RAIL YARD OPERATIONS-RELATED MEASURES**

This Appendix includes the requirements for the rail yard operator’s (Operator’s) implementation of all applicable mitigation measures from the Oakland Army Base Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCA/MMRP) as described herein.

Mitigation measures were adopted for the Oakland Army Base (OAB) project, of which the OHIT project is a component, under the California Environmental Quality Act (CEQA). Since most development at the OAB requires City of Oakland (City) building permits, the City’s Standard Conditions of Approval (SCA) were included in the OAB’s mitigation plan.

Portions of the SCA/MMRP, included herein, apply to this project. While only portions of the measures below may apply to the Operator, the entire measure is included for context. Measures that clearly do not pertain at all to operations for this project are omitted. A copy of the complete SCA/MMRP is available on line at:

<http://www2.oaklandnet.com/Government/o/PBN/OurServices/Application/OAK038127>

The Operator shall implement relevant portions of the mitigation measures below. The Operator shall report on compliance with applicable SCA/MMRP measures, and shall provide additional documentation as requested by the Port or City.

RAIL YARD OPERATIONS-RELATED MITIGATION MEASURES

Air Quality	
<p>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.</p> <p>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.</p> <p>The pollutant reduction program shall give priority to emission reduction strategies that address PM₁₀ 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:</p>	<p>Prior to starting operations</p>

<ul style="list-style-type: none"> □ 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). <p>Other strategies to be included in the Port criteria pollutant reduction program when technically and economically feasible, include:</p> <ul style="list-style-type: none"> □ Inclusion of an alternative fueling facility at the New Intermodal Facility. 	
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<p>If applicable:</p> <p>Mitigation Measure 4.4-5: Major developers [defined as City, Port, and private developers whose subsequent redevelopment activity would generate more than 20,000 square feet of employment-generating land uses, or that would generate 100 or greater local jobs] shall fund on a fair share basis BAAQMD–recommended feasible Transportation Control Measures (TCMs) for reducing vehicle emissions from commercial, institutional, and industrial operations, as well as all CAP TCMs the BAAQMD has identified as appropriate for local implementation.</p> <p>Each major developer of a subsequent redevelopment activity shall fund its fair share toward some or all of the following TCMs:</p> <hr/> <p>BAAQMD-Recommended Transportation Control Measure, Modified for this Action</p> <hr/> <table border="1"> <thead> <tr> <th data-bbox="186 1276 300 1333">Control Measure</th> <th data-bbox="690 1308 787 1333">Measure</th> </tr> </thead> <tbody> <tr> <td data-bbox="203 1354 219 1375">1</td> <td data-bbox="308 1354 1161 1396">Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc. Improve transit bus service to the area.</td> </tr> <tr> <td data-bbox="203 1417 219 1438">2</td> <td data-bbox="308 1417 1161 1459">Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.</td> </tr> <tr> <td data-bbox="203 1480 219 1501">3</td> <td data-bbox="308 1480 1161 1522">Provide and make public transit convenient for 16th and Wood sub-district residents and tenants</td> </tr> <tr> <td data-bbox="203 1543 219 1564">4</td> <td data-bbox="308 1543 1161 1585">Encourage OARB sub-district tenants to use car pools, vanpools, and public transit by providing incentives.</td> </tr> <tr> <td data-bbox="203 1606 219 1627">5</td> <td data-bbox="308 1606 1161 1627">Provide a shuttle to and from the West Oakland BART station</td> </tr> <tr> <td data-bbox="203 1648 219 1669">6</td> <td data-bbox="308 1648 1161 1690">Provide on-site shops and services for employees, such as cafeteria, bank, dry cleaners, convenience market, etc.</td> </tr> <tr> <td data-bbox="203 1711 219 1732">7</td> <td data-bbox="308 1711 1161 1753">Provide on-site child care, or contribute to off-site child care within walking distance.</td> </tr> <tr> <td data-bbox="203 1774 219 1795">8</td> <td data-bbox="308 1774 1161 1816">Establish mid-day shuttle service from worksite to food service establishments/commercial areas.</td> </tr> <tr> <td data-bbox="203 1837 219 1858">9</td> <td data-bbox="308 1837 1161 1858">Provide preferential parking for carpool and vanpool vehicles</td> </tr> </tbody> </table>	Control Measure	Measure	1	Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc. Improve transit bus service to the area.	2	Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.	3	Provide and make public transit convenient for 16th and Wood sub-district residents and tenants	4	Encourage OARB sub-district tenants to use car pools, vanpools, and public transit by providing incentives.	5	Provide a shuttle to and from the West Oakland BART station	6	Provide on-site shops and services for employees, such as cafeteria, bank, dry cleaners, convenience market, etc.	7	Provide on-site child care, or contribute to off-site child care within walking distance.	8	Establish mid-day shuttle service from worksite to food service establishments/commercial areas.	9	Provide preferential parking for carpool and vanpool vehicles	<p>Prior to operations</p>
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10	Implement parking fees for single occupancy vehicle commuters.
11	Provide secure, weather-protected bicycle parking for employees.
12	Provide safe, direct access for bicyclists to adjacent bicycle routes.
13	Provide showers and lockers for employees bicycling or walking to work.
14	Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.
15	Provide neighborhood-serving shops and services within or adjacent to the 16th and Wood sub-district.
<ul style="list-style-type: none"> • Source: BAAQMD 1996, as amended through 1999. Based on Table 15: "Mitigation Measures for Reducing Motor Vehicle Emissions from Commercial, Institutional, and Industrial Projects." 	
<p>Each major developer of a subsequent redevelopment activity shall also fund its fair share of the following CAP TCMs, which the BAAQMD has identified as appropriate for local implementation, with redevelopment-specific modifications:</p>	
CAP TCMs	Description
<ul style="list-style-type: none"> • Support Voluntary Employer-Based Trip Reduction Programs 	<ul style="list-style-type: none"> • The City and Port will explore ways to promote transit use and support employer-based trip reduction programs through development incentives such as density bonuses, reduced parking requirements, incentives for permanent bicycle facilities, etc. • The City will encourage development of transit transfer stations near employment concentrations in the Gateway development area and 16th/Wood sub-district.
<ul style="list-style-type: none"> • Improve Bicycle Access and Facilities 	<ul style="list-style-type: none"> • Redevelopment includes extensive multi-use trails serving as both "spine" thoroughfares and "spurs" connecting main trails to the Oakland waterfront. • The City and Port will encourage employers and developers to provide permanent bicycle facilities.
12. Improve Arterial Traffic Management	<ul style="list-style-type: none"> • Maritime Street and other roadways in the project area will include facilities to encourage bicycling and walking. • Roadways and intersections will be designed to operate at City-standard LOS, to facilitate traffic flow and avoid unnecessary queuing.
15. Local Clean Air plans, Policies and Programs	<ul style="list-style-type: none"> • Redevelopment as presented in Chapter 3: Description, and including mitigation measures described in Chapter 4: Setting and Baseline, Impacts, and Mitigation, incorporates land uses such as live/work, and measures intended to reduce the number and length of single-occupant automobile trips.
17. Conduct Demonstration Projects	<ul style="list-style-type: none"> • The City will encourage through development incentives demonstration projects for fleet electrification or alternative fueling. In addition, the Port will not preclude alternative fueling in its design of rail facilities.
19. Pedestrian	<ul style="list-style-type: none"> • OARB and Maritime sub-districts will include

<p>Travel multi-use trails to encourage safe pedestrian travel.</p> <hr/> <p>20. Promote Traffic Calming Measures</p> <ul style="list-style-type: none"> Redevelopment will include traffic calming measures to the extent appropriate, consistent with the General Plan and sound traffic management of the project area. <hr/> <p>Source: BAAQMD CEQA Guidelines, revised 1999 Table 5.</p> <hr/> <ul style="list-style-type: none"> These TCMs shall be coordinated with transportation demand management (TDM) measures implemented under Mitigation Measure 4.3-4. 	
<p>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.</p> <p>Such encouragement, lobbying, and participation may include the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Retrofitting locomotive engines to meet current federal standards. <input type="checkbox"/> Using reduced sulfur fuels in ships while the ships are in the San Francisco Bay. <input type="checkbox"/> Treating NO_x with selective catalytic reductions. <input type="checkbox"/> Implementing random roadside emissions tests and develop a system of fines for trucks not in compliance with emission regulations. <input type="checkbox"/> Establishing emissions-based berthing fees. <input type="checkbox"/> Buying relatively old, highly polluting cars to take them off the road. <p>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.</p>	<p>Pre-operations; Operations</p>
<p>Cultural Resources</p>	
<p>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.</p> <p>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.</p> <ul style="list-style-type: none"> 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 	<p>Prior to approval of PUD.</p>

<p>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.</p> <ul style="list-style-type: none"> • 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. 	
<p>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.</p> <p>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.</p> <ul style="list-style-type: none"> • 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. 	<p>Prior to approval of PUD.</p>
<p>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.</p> <p>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.</p> <p>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.</p>	<p>Prior to issuance of a building permit</p>
<p>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.</p> <p>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.</p>	<p>Prior to issuance of a building permit</p>
<p>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.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> 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. 	<p>Prior to issuance of a building permit</p>
<p>Greenhouse Gas Emissions</p>	
<p>SCA GCC-1: Greenhouse Gas (GHG) Reduction Plan: The project applicant shall retain a</p>	<p>Prior to approval</p>

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.

of PUD.

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 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 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 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
 - *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

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.
- b) The location of such hazardous materials.
- c) An emergency response plan including employee training information.

Prior to issuance of a business license.

<p>d) A plan that describes the manner in which these materials are handled, transported and disposed.</p>	
<p>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.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 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.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>
<p>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 [Urban Land Redevelopment] Program and other applicable laws and regulations.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-</p>

Appendix 5-9

<p>The City of Oakland ULR Program has determined that reducing the target risk level to 1×10^{-5} for commercial or industrial land uses in combination with appropriate institutional controls would reduce the risk to future residents, employees, and visitors to less than significant. Within the OARB area covered by the DTSC-approved RAP/RMP, implementation will result in avoidance of any potentially significant impact to future commercial/industrial/maritime/utility workers, and site visitors. Moreover, the measures required for the areas not covered by the DTSC-approved RAP/RMP, (Measure 4.7-4) would evaluate and control potential human health risks from contaminants of concern in the redevelopment project area and will sufficiently address this potential impact. In addition, Mitigation Measures 4.14-1 and 4.14-2, which prohibit the installation of groundwater wells for any purpose other than construction de-watering and remediation and require that even for construction de-watering and remediation use of those wells be minimized, will reduce the potential for contaminants to migrate to other underlying ground aquifers, thus lessening the impact to future residents, employees and visitors to less than significant.</p>	<p>going</p>
<p>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.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>
<p>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.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>
<p>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.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>
<p>Mitigation 4.7-9: For above-ground and underground storage tanks (ASTs/USTs) on the OARB, implement the RAP/RMP.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>
<p>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.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>
<p>Mitigation 4.7-12: The condition of identified ACM shall be assessed annually, and prior to reuse of a building known to contain ACM.</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>
<p>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.</p> <p>For the OARB, baseline environmental analyses have been completed to support current interim uses of existing structures, including numerous commercial, trucking, warehouse and other tenants, the Oakland Military Institute and transitional housing uses for formerly-incarcerated women and their families and for various homeless service providers including an overnight shelter. Other environmental hazards may also be encountered by future interim occupants of existing OARB structures, and completion of a baseline environmental evaluation to identify and abate such hazards prior to occupancy by tenants will mitigate such hazards.</p> <p>Interim occupancy by future tenants who may propose land uses which are inconsistent with the Reuse Plan, and thus may not have been considered in the DTSC-approved RAP/RMP, shall occur only after DTSC approval as provided for in the RAP/RMP in order to assure that such future non-conforming tenants are protected from other environmental hazards. As stated above, for the remainder of the redevelopment project area, any building that has not been surveyed for ACM but potentially contains ACM shall be surveyed to determine whether ACM is present prior to demolition,</p>	<p>Pre-operations</p>

renovation or reuse.	
<p>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.</p> <p>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.</p>	Prior to issuance of any demolition, grading or building permit; and on-going during operations
<p>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.</p> <p>Equipment filled with dielectric fluid (oil) including transformers, ballast, etc. containing more than 5 ppm PCBs is considered a hazardous waste in California</p>	Prior to issuance of any demolition, grading or building permit; and on-going during operations
Hydrology and Water Quality	
<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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
<p>Mitigation 4.15-2: Contractors and developers shall comply with all permit conditions from the Corps, RWQCB and BCDC.</p> <p>This measure shall be enforced on Contractors by contract specifications.</p>	Prior to issuance of any demolition, grading or building permit; and on-going during operations
<p>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.</p> <ol style="list-style-type: none"> a) The post-construction stormwater management plan shall include and identify the following: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> i. Detailed hydraulic sizing calculations for each stormwater treatment measure proposed; 	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.

<p>and</p> <p>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.</p> <ul style="list-style-type: none"> • 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. 	
<p>SCA HYD-3: Maintenance Agreement for Stormwater Treatment Measures: For projects incorporating stormwater treatment measures, the applicant shall enter into the "Standard City of Oakland Stormwater Treatment Measures Maintenance Agreement," in accordance with Provision C.3.e of the NPDES permit, which provides, in part, for the following:</p> <p>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</p> <p>ii. 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.</p>	<p>Prior to final zoning inspection.</p>
<p>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.</p>	<p>Prior to completing the final design for the project's sewer service.</p>
<p>Mitigation 4.15-5: Post-construction controls of stormwater shall be incorporated into the design of new redevelopment elements to reduce pollutant loads.</p> <p>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.</p> <p>Non-structural BMPs may include and are not limited to good housekeeping and other source control measures, such as the following:</p> <ul style="list-style-type: none"> • Stencil catch basins and inlets to inform the public they are connected to the Bay; • 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. 	<p>Prior to issuance of building permit (or other construction-related permit).</p>

<p>Structural BMPs may include and are not limited to the following:</p> <ul style="list-style-type: none"> • Minimize impervious areas directly connected to storm sewers; • Include drainage system elements in design as appropriate such as: <ul style="list-style-type: none"> o infiltration basins o detention/retention basins o vegetated swales (biofilters) o curb/drop inlet protection 	
<p>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.</p> <p>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.</p>	<p>Prior to issuance of building permit (or other construction-related permit); and during operations.</p>
<p>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.</p> <p>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.</p>	<p>Prior to issuance of building permit (or other construction-related permit); and during operations.</p>
<p>Mitigation 4.15-6: Site-specific design and best management practices shall be implemented to prevent runoff of recycled water to receiving waters.</p> <p>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 but are not limited to the following:</p> <ul style="list-style-type: none"> • Preventing recycled water from escaping designated use areas through the use of: <ul style="list-style-type: none"> 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. 	<p>Prior to issuance of building permit (or other construction-related permit).</p>
<p>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:</p> <ol style="list-style-type: none"> 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 	<p>Prior to issuance of a building permit and Certificate of Occupancy.</p>

<p>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:</p> <ul style="list-style-type: none"> 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. 	
<p>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.</p>	<p>Ongoing</p>
<p>Public Services</p>	
<p>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.</p>	<p>Prior to issuance of a demolition, grading, and/or construction and concurrent with any p-job submittal permit.</p>
<p>Traffic and Transportation</p>	
<p>SCA TRANS-1: Parking and Transportation Demand Management: The project sponsor shall pay for and submit for review and approval by the City a Transportation Demand Management (TDM) plan containing strategies to:</p> <ol style="list-style-type: none"> 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. 5. Establish an ongoing monitoring and enforcement program to ensure that the desired alternative mode use percentages are achieved. <p>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.</p> <p>Actions to consider include the following:</p> <ul style="list-style-type: none"> 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 	<p><u>For construction:</u> Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)</p> <p><u>For operation:</u> Prior to issuance of a final building permit and on-going related to submission of Parking and TDM Plan annual compliance report</p>

<p>safe crossing at arterials.</p> <ul style="list-style-type: none"> 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 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. <p>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.</p>	
<p>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:</p> <ul style="list-style-type: none"> a) Installation of grade separations at crossings, i.e., physically separating roads and railroad tracks by constructing overpasses or underpasses. b) Improvements to warning devices at existing highway rail crossings that are impacted by project traffic. c) Installation of additional warning signage. 	<p>Action required prior to railroad crossing construction</p>

<ul style="list-style-type: none"> 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. 	
<p>Recommended Measures (not required by CEQA):</p> <ul style="list-style-type: none"> • 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 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. 	<p>At the time of issuance of the first Certificate of Occupancy (CO)</p>
<p>Utilities</p>	
<p>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.</p> <p><i>Prior to issuance of demolition, grading, or building permit</i></p> <p>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.</p> <p><i>Ongoing</i></p> <p>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 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.</p>	<p>Prior to issuance of demolition, grading, or building permit; or ongoing as specified in SCA UTL-2.</p>
<p>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.</p> <p>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</p>	<p>On-going during operations</p>

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