

**EXHIBIT D**

**WORK LETTER**

**1076 Howard Street**

This Work Letter is part of the Lease dated as of April 13, 2021 (the “**Lease**”), executed concurrently with this Work Letter, by and between 1076 Howard Street LLC, a Delaware limited liability company, as Landlord, and the City and County of San Francisco, as Tenant, covering the Building, as defined in the Lease. All terms that are capitalized but not defined in this Work Letter have the same meanings given to them in the Lease.

Landlord, at Landlord’s sole cost and expense, is solely responsible for the Base Building, including but not limited to the Restroom, all as set forth in Section 4.b below. Landlord, at City’s sole cost and expense (subject to the Allowance and except as otherwise expressly set forth herein), through Centric General Contractors or another general contractor reasonably approved by City (the “**Contractor**”), will construct, furnish, and install in the Building the City’s initial improvements which are permanently affixed to the Building (the “**Leasehold Improvements**” and the construction, furnishing and installation of the Leasehold Improvements, the “**Leasehold Improvement Work**”), in accordance with the Approved Construction Documents (as defined in Paragraph 1.e below) and the provisions of this Work Letter.

**1. Plans and Specifications**

**a. Architect; Schematic Design Documents.** City retained LDA (the “**Architect**”) to prepare the schematic design plans for the Leasehold Improvement Work, a copy of which are attached hereto as Schedule D-4 (the “**Schematic Design Documents**”). Landlord approves the Schematic Design Documents.

**b. Permit Documents.** By the date set forth in the Schedule of Performance, City will cause the Architect to prepare drawings expanding in greater detail the representations of the approved Schematic Design Documents and fixing and describing the size and character of the Leasehold Improvements, including architectural, structural, mechanical, electrical, fire and life safety systems, materials, and other elements as may be appropriate, together with fully developed floor plans, interior elevations, reflected ceiling plans, and wall and building sections (the “**Permit Documents**”). The Permit Documents will be subject to Landlord’s approval, which will not be unreasonably withheld, conditioned or delayed, as provided in Schedule D-2 attached hereto (the “**Schedule of Performance**”).

**c. Construction Documents.** Promptly following the Effective Date, Landlord will enter into a direct contract with the Architect. Based on the approved Permit Documents, by the date set forth in the Schedule of Performance, Landlord will cause Architect and engineers reasonably approved by City (collectively, the “**Engineer**”) to prepare and submit to City for its approval final plans, specifications, and working drawings for the Leasehold Improvements (including a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings), setting forth in detail all aspects of the design, function, and construction of the Leasehold Improvements, in form sufficient for bidding of all elements of construction, and in conformity with all of the requirements of this Work Letter (collectively, the “**Construction Documents**”). The Construction Documents are subject to approval by City in accordance with Paragraph 1.e below.

**d. Meetings.** Beginning immediately after the mutual execution of the Lease, City will meet with Landlord on a weekly basis, at a time mutually agreed upon by Landlord and City, and with the Architect and the Contractor, regarding the progress of the plans and specifications hereunder (collectively, the “**Construction Drawings**”) and the construction of the Leasehold Improvements, as applicable, which meetings may take place virtually via Zoom or other similar means. Initially such meetings will also be attended by City’s architectural consultants and space planners, during the course of the preparation of the Construction Drawings.

**e. City’s Approval of Plans and Landlord Change Orders.** The Construction Documents and any Landlord Change Orders (defined in Paragraph 1.g.ii below) are subject to approval by City, which approval will not be unreasonably withheld, conditioned or delayed, in accordance with the following procedure. After Landlord submits the Construction Documents or proposed Landlord Change Order to City, City will have (i) ten (10) days for initial Construction Documents and Landlord Change Orders that will cost \$25,000 or more, and (ii) three (3) business days for revised Construction Documents and Landlord Change Orders costing less than \$25,000, to notify Landlord in writing of its disapproval of any element of any of them and of the revisions consistent with the Permit Documents and this Work Letter that City reasonably requires in order to approve. As soon as reasonably possible thereafter, but not later than five (5) days after receipt of City’s disapproval notice, Landlord will submit to City documents incorporating the required revisions. The revisions will be subject to City’s approval, which will not be unreasonably withheld, conditioned or delayed. If City disapproves of any portion of the revisions, then City will notify Landlord in writing within three (3) business days together with the changes City reasonably requires in order to approve. This process will continue until City approves the Construction Documents or Landlord Change Orders, as applicable. City’s failure to timely respond in the manner required under this Paragraph 1.e, will be a Tenant Delay. The Construction Documents, as approved by City, as referred to in this Work Letter as the “**Approved Construction Documents.**”

**f. Payment for Plans.** Landlord will pay the costs of preparing the Construction Documents and those costs will be deducted from the Allowance (as defined in Paragraph 4.b below), subject to City’s prior approval of the costs as provided in Paragraph 4.c below. Landlord will provide City evidence of the costs by invoices and other substantiation as City may reasonably require.

**g. Changes to Approved Construction Documents.**

**i. City Change Orders.** If following its approval of the Construction Documents, City requests any change, addition, or alteration thereto relating to the design or specifications of the Leasehold Improvement Work (“**City Change Order**”), Landlord will cause the Architect or Engineer, as applicable, to prepare plans and specifications for the change, addition, or alteration. As soon as reasonably practicable based on the scope of the City Change Order, Landlord will notify City of the cost that would be incurred resulting from the proposed City Change Order and any delay in the anticipated date of Substantial Completion that would result from the City Change Order. If City approves the cost of the City Change Order within five (5) days of receipt from Landlord, then Landlord’s Contractor will proceed with the City Change Order as soon as reasonably practicable, and the Construction Budget will be amended to include the cost. If City does not approve the cost within the five (5)-day period, then construction of the Leasehold Improvements will proceed in accordance with the original Approved Construction Documents. City will be responsible for the reasonable cost actually incurred by Landlord in the preparation of the plans and specifications for any City Change Order, as evidenced by invoices or other substantiation reasonably required by City in accordance with Paragraph 4 below. Any delay related to a City Change Order will be a Tenant

Delay. While Landlord will make commercially reasonable efforts to accommodate any requested City Change Order, Landlord does not guaranty that this will be possible, and any inability or failure to implement or accommodate a City Change Order will not impact or affect the parties' obligations under this Lease.

ii. Landlord Change Orders. If after City's approval of the Construction Documents, Landlord requests or is required by a third party or government agency to make any change, addition, or alteration thereto relating to the design or specifications of the Leasehold Improvement Work ("**Landlord Change Order**"), Landlord will provide City with proposed plans and specifications for the change, addition, or alteration, together with notice of any delay in the anticipated date of Substantial Completion that would result from the Landlord Change Order. Any Landlord Change Order will be subject to City's prior written approval, in accordance with Paragraph 1.e above. No approval by City of any Landlord Change Order will relieve or modify Landlord's obligations to complete the construction of the Leasehold Improvements in accordance with the approved Construction Schedule, or limit any of City's rights or remedies under this Work Letter or under the Lease. If the Landlord Change Order request is solely the result of a Landlord preference with respect to the Leasehold Improvements, all of the costs in connection therewith, including the costs of preparing the plans and specifications, will be paid for by Landlord at its sole cost and any delay to the schedule will be considered a Landlord Delay; provided, however, that if such Landlord Change Order request is due to a change required by applicable legal requirements or necessitated by field conditions, then the cost in connection therewith shall be deducted from the Allowance, and any delay to the schedule will not be considered a Landlord Delay. Notwithstanding anything to the contrary herein, any delays related to changes required by a third party or government agency will constitute an Unavoidable Delay.

iii. Appointment of Representatives. City and Landlord will each designate and maintain at all times during the design and construction period a project representative ("**Representative**"), and an alternate for the Representative ("**Alternate**"), each of whom will be authorized to confer and attend meetings and represent such party on any matter relating to this Work Letter. Landlord and City may not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of the other party, including the other party's architect, engineers, consultants, and contractors or any of their agents or employees, regarding matters associated with this Work Letter. Landlord will be allowed to rely on any approval, denial, change, statement or direction from the City Representative and Alternate. The initial Representatives and Alternates are:

City:                  Representative — Kay Kim, [Kay.Kim@sfdph.org](mailto:Kay.Kim@sfdph.org)  
  Phone: 415-554-2582  
  Alternate — Kathy Jung, [Kathy.Jung@sfdph.org](mailto:Kathy.Jung@sfdph.org)  
  Phone: 415-554-2600

Landlord:          Representative — Andrew Fox, [andy@vantagepi.com](mailto:andy@vantagepi.com)  
  Phone: 310-545-6013  
  Alternate — Marty Wilson, [marty.wilson@mdwgroup.com](mailto:marty.wilson@mdwgroup.com)  
  Phone: 415-602-4345

Each party may at any time and from time to time change its Representative or Alternate by written notice to the other party. Each party's Representative or Alternate must be available during ordinary business hours so that questions and problems may be quickly resolved and so

that the Leasehold Improvements may be completed economically and in accordance with the Construction Schedule. All approvals made by City's Representative or Alternate must be made in writing.

## **2. Permits**

**a. Responsibility for Obtaining Permits.** Landlord is responsible for obtaining all governmental permits and approvals required to commence and complete the Leasehold Improvement Work, and promptly on receipt of any permit or approval, Landlord will deliver copies it to City. Landlord will use commercially reasonable efforts to obtain all needed approvals and permits on or before the date set forth in the Schedule of Performance (subject to Unavoidable Delay and Tenant Delay). Landlord is responsible for calling for all inspections required by City's Department of Building Inspection. City (acting in its proprietary capacity and not as regulator) will cooperate to facilitate issuance of required permits and approvals to the extent necessary or appropriate.

**b.** No approval by City or any of its Agents of the pricing plans, Construction Documents, or completion of Leasehold Improvement Work for purposes of this Lease will be deemed to constitute approval of any governmental or regulatory authority with jurisdiction over the Building, and nothing herein will limit Landlord's obligations to obtain all such approvals.

## **3. Construction**

**a. Construction of Leasehold Improvements.** After City's approval of the Construction Documents, and receipt of required permits, Landlord will cause the Leasehold Improvements to be constructed and installed in a good and professional manner in accordance with sound building practice and in conformity with the Approved Construction Documents, as revised by any approved Change Orders, and the terms of this Work Letter. City will not have any obligation with respect to any such work except as provided in this Work Letter.

**b. Construction Timing.** Landlord will commence construction of the Leasehold Improvements within three (3) business days after receipt of all required permits for construction in accordance with the approved Construction Documents, and will diligently pursue construction to completion as soon as practicable, in each case subject to Unavoidable Delays and Tenant Delays.

**c. Status Reports; Inspections.** Landlord will keep City apprised of the status of permit approval and the progress of construction. Landlord or its Contractor will furnish City with weekly reports on construction. From time to time during the design and construction of the Leasehold Improvements, after reasonable advance oral or written notice to Landlord, City may enter the Building at reasonable times to inspect the Building, and City will use commercially reasonable efforts not to materially interfere with the construction. Landlord or its Representative may accompany City during any inspection. Any such entry is at City's sole risk and City will Indemnify Landlord with respect to any Claims related thereto in accordance with the Lease.

**d. General Conditions.** The performance of all Leasehold Improvement Work by Landlord is subject to the following terms and conditions:

**i.** All of the Leasehold Improvement Work must be performed in compliance with all Laws bearing on construction of the Leasehold Improvements;

**ii.** Without limiting the foregoing, the construction of the Leasehold Improvements must comply with all requirements of the Americans With Disabilities Act of 1990 and Title 24 of the California Code of Regulations and all other applicable Laws intended to provide equal accessibility for persons with disabilities (collectively, “**Disabled Access Laws**”); and

**iii.** Landlord or its Contractor are responsible for all required insurance.

**e. Cooperation.** City will cooperate at all times with Landlord in bringing about the timely completion of the Leasehold Improvements. Except as otherwise expressly provided herein, City will be required to provide approvals, responses, and information requested by Landlord or Contractor by email to City's Representative or Alternate within three (3) business days of request by Landlord's Representative or Alternate. It will be considered a Tenant Delay if City fails to respond to requests for approval within the time periods set forth in this Work Letter. Landlord and City will make commercially reasonable efforts to resolve any and all disputes arising out of the construction of the Leasehold Improvements in a manner that will allow work to proceed expeditiously.

**f. Telecommunications, Data and Computer Cabling Installation Work to be Performed by Landlord.** The Leasehold Improvement Work will include construction of server room(s), including power supply, reasonably necessary for the City's telecommunications, data, and computer facilities and equipment, as provided for in the Approved Construction Drawings. As part of the Leasehold Improvement Work and in compliance with **Schedule D-1** to this Work Letter and City's data and computer cabling specifications and requirements included in **Schedule D-1** (“**City Data Specs**”), Landlord will cause its consultants and contractors to perform surveys and develop plans and specifications for the installation of telecommunications, data, and computer cabling for City's occupancy of the Building. City or its contractor, at City's cost, will be responsible for providing telecommunications, data, and computer cabling up to the point where it is stubbed out in the Building's core area. Beyond that point, Landlord will be responsible for causing its contractor to install the cabling to service points on each floor, as provided in the City Data Specs, as part of the Leasehold Improvement Work. City, at its expense, will be responsible for providing cabling from the service points to workstations. Landlord will cause Contractor to cooperate reasonably with City and its consultants, contractors, and subcontractors during all surveying work and the installation of the telecommunications, data, and computer cabling. The foregoing obligation will include an obligation to give City and its consultants, contractors, and subcontractors access and entry to the Building and sufficient opportunity and time during each work day without separate charge, to enable the installation of City's telecommunications, data, and computer cabling to the Building's core area and to install work stations. That access must include reasonable access to the elevators in the Building **(i)** on a non-exclusive basis during normal business hours and **(ii)** on an exclusive basis after hours as reasonably needed from time to time. If, despite Landlord's and Contractor's good faith cooperation, Substantial Completion of the Leasehold Improvements is delayed by such access and entry, that delay will be a Tenant Delay. Landlord understands that the conduit for the telecommunications, data, and computer cabling will be included in the Construction Documents and installed by Contractor.

**g. Asbestos Related Work.** If City, its consultants, contractors or subcontractors encounter any asbestos containing materials (“**ACM**”) in the Building in connection with the installation of City's telecommunications, data, and computer cabling, Landlord will be responsible for all legally required work or other work necessary relating to the proper containment, abatement, removal, and disposal of the ACM and all costs related to the ACM. In no event will any of those costs be deducted from the Allowance or otherwise be City's responsibility.

**h. Construction Improvements that Disturb or Remove Exterior Paint.** Lease Section 6.2 is incorporated by this reference.

**4. Payment for Work; Allowance**

**a. [Intentionally Omitted].**

**b. Base Building.** Landlord has previously completed the base, core, and shell of the Building (the “**Base Building**”); provided that at Landlord’s sole cost and expense, Landlord will cause Contractor, concurrently with construction of the Leasehold Improvements, to construct one (1) gender-neutral restroom on the second-floor (the “**Restroom**”), in compliance with applicable Laws. Any additional restroom stalls will be at City’s sole cost (subject to the Allowance). Similarly, in the event that the Approved Construction Documents require changes to the Base Building, such changes will be at City’s cost (subject to application of the Allowance).

**c. Allowance; Construction Costs.** Except as provided in Paragraph 4 b. above, City will be responsible for all Construction Costs, subject to Landlord’s contribution of an allowance of Nine Hundred Sixteen Thousand Seven Hundred Forty Dollars (\$916,740) (the “**Allowance**”). The Allowance will be used solely for Construction Costs (as hereinafter defined). Without limiting the foregoing, the Allowance will not be used for furniture, trade fixtures, equipment, moving expenses, or signage; provided, however, that any portion of the Allowance not used by City will be credited against Base Rent next due under the Lease within ninety (90) days following the Commencement Date. “**Construction Costs**” means all costs and fees in connection with constructing and installing the Leasehold Improvements, including (A) space planning, architectural, engineering, and design professional work and fees related thereto, all required governmental and quasi-governmental permits, Landlord’s Oversight Fee, all costs of preparing the space plans, Schematic Design Documents, Permit Documents and Construction Documents, and (B) labor and materials costs, construction costs, contractors' overhead and profit, insurance, performance and payment bonds, but in no event will Construction Costs include any overhead or other general expenses of Landlord, any charges for parking or and charges for use of elevators. “**Landlord’s Oversight Fee**” is an amount equal to four percent (4%) of the total Construction Costs, which is payable to Landlord in consideration of Landlord’s supervision of the performance of the Leasehold Improvement Work. The Landlord’s Oversight Fee will be deducted from the Allowance.

**d. City’s Approval of Costs.** A preliminary City-approved construction budget is attached as **Schedule D-3** (as amended from time to time, the “**Construction Budget**”). In order to expedite the execution of the Lease, the parties agreed to attach a budget which is extremely preliminary in nature; City acknowledges and agrees that the Construction Budget attached hereto as **Schedule D-3** does not represent the final cost of the Leasehold Improvement Work. If the Leasehold Improvements cannot be completed in strict conformity with the most recently approved Construction Budget, Landlord must promptly submit to City for its approval a revised construction budget and identify to City changes in line items and the reasons for the changes. City will approve or disapprove any Construction Budget revisions in its reasonable judgment within ten (10) business days after submission where the proposed cost increase is in excess of \$25,000 and otherwise within five (5) business days. The most recently approved Construction Budget will supersede all previously approved budgets. Where City disapproves of an increase in the Construction Budget, it will submit a City Change Order that allows the Leasehold Improvements to be completed without exceeding the Construction Budget, which must be submitted within three (3) business days following its disapproval.

**e. Progress Payments.** From time to time, but no more frequently than once every thirty (30) days, Landlord will deliver to City an application for payment in accordance with this Paragraph and Paragraph 4.e below. Provided that the conditions set forth in Paragraph 4.e below regarding documentation of costs have been met, City will make monthly progress payments for the cost of the Leasehold Improvement Work in the amount of City's Share of the requested payment. City will disburse each progress payment on or about the tenth (10th) day of each month following the month in which the application for payment was received. "**City's Share**" means a fraction, where the numerator is the aggregated Construction Costs as shown in the Construction Budget that exceed the Allowance, and the denominator is the aggregated Construction Costs as shown in the Construction Budget. City's Share will be expressed as a percentage. By way of example of the foregoing, if (i) the Construction Budget is \$2,400,000 and the Allowance is \$900,000 then the numerator will be \$1,500,000 (\$2,400,000 less \$900,000), and (ii) the denominator will be \$2,400,000, and (iii) the City's Share will be 62.5% (\$1,500,000/\$2,400,000). At least ten (10) days before each progress payment is due, Landlord will submit to City an itemized application for payment for work completed in accordance with the approved Construction Budget. The applications may not include requests for payment of amounts Landlord does not intend to pay to Contractor because of a dispute or otherwise. Landlord will promptly apply all of City's progress payments to the payment of the invoice or invoices to which the payment relates (or, where Landlord has advanced payment to the Architect, Engineer, Contractor, or otherwise in connection with Construction Costs (including for Landlord's Oversight Fee), in repayment of Landlord). If Landlord does not timely submit an application or the application is materially incomplete or incorrect, City will promptly notify Landlord and the date the progress payment will be due from City will be extended for each day the complete, correct application is late.

**f. Required Documentation of Costs.** Each application for payment under Paragraph 4.d must include (i) copies of all invoices received by Landlord from Contractor in connection with the construction of the Leasehold Improvements, (ii) for each application after the first application, satisfactory evidence of payment of the invoices which were the subject of the immediately prior application, including lien waivers that meet the requirements of California Civil Code Section 8124 and in the form required by California Civil Code Sections 8132 or 8134, as applicable, executed by each subcontractor and material supplier having a claim in excess of \$10,000 covering all labor, services, equipment, and materials performed or supplied by the particular subcontractor or material supplier (collectively, "**Lien Waivers**"), and (iii) any additional supporting data that substantiates the Contractor's right to payment as City may reasonably require, such as copies of requisitions from subcontractors and material suppliers.

**g. Payment of Retention.** Landlord will withhold a ten percent (10%) retainage with respect to Contractor, which will be paid upon Substantial Completion and completion of all punchlist items. City will pay its share of the ten percent (10%) retainage on: (i) Substantial Completion (as defined below) of the Leasehold Improvements and completion of all punchlist items; and (ii) delivery of unconditional lien waivers from Contractor and each subcontractor and material supplier having a claim in excess of \$10,000 on final payment that meet the requirements of California Civil Code Section 8124 and are in the form required by California Civil Code Section 8138, together with any other proof City may reasonably require that all of the costs and expenses of the Leasehold Improvements have been paid.

**h. No Waiver of Conditions.** Any waiver by City of a condition of payment must be expressly made by City in writing. If City makes a payment before fulfillment of one or more required conditions, that payment alone will not be a waiver of the conditions, and City reserves the right to require their fulfillment before making any subsequent payments. If all conditions are not satisfied, City, acting in its reasonable judgment, may make payment as to certain items or categories of costs and not others.

i. City's Cure Right. Provided that City has paid all amounts due under this Paragraph 4, if Landlord does not make timely payment to Contractor or any of its subcontractors or material suppliers of any undisputed amount, after thirty (30) days written notice to Landlord and Landlord's failure to cure or indicate to City that Landlord disputes such claim, City may, but will not be obligated to, advance City's funds directly to the Contractor or its subcontractors or material suppliers to pay the cost of the Leasehold Improvements, and Landlord will reimburse City for the advance immediately on demand, with interest at a rate of the lesser of twelve percent (12%) per annum or the maximum rate permitted by Law.

## 5. Substantial Completion

a. Construction Schedule. Landlord will use commercially reasonable efforts to complete the Leasehold Improvement Work within one hundred twenty (120) days after the receipt of all governing authority ("DBI") permits and approvals necessary for the Leasehold Improvement Work, subject to Tenant Delays and Unavoidable Delays. When construction progress indicates, but not less than fifteen (15) days before Substantial Completion, Landlord will notify City of the date that the Leasehold Improvement Work is anticipated to be Substantially Completed in accordance with the Approved Construction Documents and the provisions of this Work Letter. Landlord will confirm that date and notify City by submitting an executed AIA Document G704-2017 Notice of Substantial Completion ("G704") when the Leasehold Improvement Work is in fact Substantially Completed and the Building is ready for occupancy by City. City will accompany Landlord and Architect on an inspection of the Building as and when provided in Section 5b(iv) below.

b. Substantial Completion. The terms "**Substantially Completed**" and "**Substantial Completion**" mean (i) the Restroom has been completed as certified by the Architect; (ii) the Leasehold Improvements have been completed substantially in accordance with the Approved Construction Documents as evidenced by a completed G704, signed by the Architect, Contractor and Landlord, (iii) Landlord has procured a temporary or final certificate of occupancy of final inspection . by the DBI Building Inspector for the Leasehold Improvements verifying all necessary inspections required for temporary or final occupancy of the Building (collectively known as a "TCO") have been completed and signed off as approved by the DBI, and has delivered evidence thereof to City in the form of the DBI Building Inspector's TCO .(iv) Landlord and City have completed a joint walk-through of the Building with the Architect, which will take place within three (3) days of Landlord's written G704 notice to City that the Leasehold Improvements are ready for walk through inspection, and during which the Architect and City will compile a written punch list of items that have not yet been 100% completed in accordance with the Approved Construction Documents ("**Supplemental Punch List**") (in no event will such Supplemental Punch List invalidate the G704 submitted as required in clause (ii) above or the TCO or final certificate of occupancy obtained and delivered to City pursuant to clause (iii) above), and (v) Landlord has delivered to City keys or access cards for the Building. Obtaining LEED Certification will not be a requirement of Substantial Completion, and Landlord will not be obligated to obtain such certification. After the inspection described in clause (iv) above, Landlord will complete a three (3) day running "burn off" of the HVAC system serving the Building following completion of all floor installations and painting to dissipate fumes and dust, and Landlord will deliver an air balance report showing any HVAC system servicing the Building and Leasehold Improvements is operative as designed within ten (10) days after submission of the G704. The Leasehold Improvements will be deemed Substantially Completed even though there may remain Supplemental Punch List details that would not materially interfere with City's use. Landlord will diligently pursue to final completion all such Supplemental Punch List details. City will also have the right to present to Landlord within thirty (30) days after Substantial Completion, a written "**Final Punch List**" consisting of any incomplete or defective items that have not been finished in accordance with the previously issued Supplemental Punch List, Approved



Construction Documents and the terms of this Work Letter, provided that such incomplete or defective Final Punch List items were not reasonably observable on the earlier walkthrough inspection of the Building and are not the result of damage caused by City during or after move-in. Landlord will use commercially reasonable efforts to complete all defective or incomplete items identified in such Final Punch List within thirty (30) days after the delivery of such Final Punch List, or as soon thereafter as reasonably practicable. Each item on the Final Punch List will be subject to and governed by any construction warranty period provided for in the construction contract with the general contractor for the Leasehold Improvements. With the exception of the items noted on the Supplemental Punch List and the Final Punch List, and any latent defects of which Landlord is notified in writing within the statutory limitation period, City's taking possession of the Building will be deemed to be City's acceptance of the condition of the Building and waiver of all claims against Landlord with respect to the construction of the Leasehold Improvements.

## **6. Delays in Construction**

**a. Unavoidable Delays.** "Unavoidable Delays" means any delays by reason of acts of nature; accidents; breakage; repairs; strikes, lockouts, or other labor disputes; inability to obtain (or delays in obtaining) labor or materials after using diligent and timely efforts (including due to unavailability related to COVID-19); delays related to Landlord's inability to obtain utility connections or initial utility service; delays resulting from changes to the Construction Budget; enemy action; civil commotion; epidemics and related governmental orders and requirements (and private sector responses thereto); protests; riots; demonstrations; or by any other reason without fault and beyond the reasonable control of the party obligated to perform (other than purely monetary obligations between Landlord and City to pay one another as required pursuant to the Lease). If an Unavoidable Delay occurs, the party affected by the Unavoidable Delay will give prompt written notice to the other of the event causing the Unavoidable Delay and the length of the projected delay in performance, and will continue to keep the other party regularly informed of the status of the Unavoidable Delay. The time in which performance is required by either party under this Lease will be tolled during any period of Unavoidable Delay. It is the intent of the parties that where an Unavoidable Delay extends the time for performance by one party, and the other party's subsequent performance is dependent on the delayed party's performance, then each party's time for performance will be extended due to the Unavoidable Delay. For example, due to an Unavoidable Delay, City is unable to complete its initial review of the Construction Documents within ten (10) days under Paragraph I.e, and responds instead in twenty (20) days. Despite both parties' diligence in the construction process, the ten (10) day Unavoidable Delay in approving the Construction Documents results in a three (3) day delay in the date of Substantial Completion. The three (3) day delay would also be considered an Unavoidable Delay.

**b. Tenant Delays.** Subject to any Unavoidable Delay, City will be responsible for any delay in the construction of the Leasehold Improvements to the extent due to any of the following (collectively, "Tenant Delays"): **(i)** City's failure to grant or withhold its consent, approve or provide reasons for disapproval, respond to requests for information, or provide requested responses within the time provided in this Work Letter, **(ii)** City Change Orders, including any cost or delay resulting from proposed changes that are not ultimately made, **(iii)** City's delay in paying or failure to pay any amounts owed by City under this Lease, **(iv)** City's entry into the Building before Substantial Completion of Leasehold Improvements, **(v)** the inclusion in the Construction Drawings or in any of City's selections of any so called "long lead" items (such as carpeting or other items that are not readily available within industry standard lead times (e.g., custom made items that require time to procure beyond that customarily required for standard items, or items that are currently out of stock and will require extra time to back order)), including any cost or delay resulting from proposed items that are not ultimately included; **(vi)**

City's delay in providing information critical to the normal progression of Leasehold Improvements; (vii) City's request for changes to the Construction Budget, including any cost or delay resulting from proposed changes that are not ultimately made; and (viii) any other request, act, or omission by City or its Agents (or persons employed by such persons). In the event of a Tenant Delay, the Commencement Date will be deemed to have occurred on the date it would have occurred but for such Tenant Delay(s), as reasonably determined by Landlord (notwithstanding that the actual date occurs later).

c. Landlord Delays. Landlord will be responsible for any delay in the construction of the Leasehold Improvements due directly to any of the following (a "**Landlord Delay**"): (i) Landlord's or Architect's (or their Agents') negligence or willful misconduct (but with respect to Architect, only after Landlord has entered into the direct contract with Architect), (ii) the failure of Landlord to provide required documents or requested responses within the time periods provided in this Exhibit C, subject to Unavoidable Delays, (iii) Landlord Change Orders, including any delay resulting from proposed changes, and (iv) any Contractor failure to adhere to the then-current Construction Schedule, subject to extensions for Unavoidable Delays and Tenant Delays.

7. General Provisions.

a. Notices. Except as may be otherwise specifically provided in this Work Letter, any notice given under this Work Letter must be in writing and given by delivering the notice in person, by commercial courier or by sending it by first class mail, certified mail with a return receipt requested, or Express Mail, return receipt requested, with postage prepaid, and addressed to the parties as follows:

City: Real Estate Division  
25 Van Ness Avenue, Suite 400  
San Francisco, CA 94102  
Attn: Director of Property

Landlord: 1076 Howard Street LLC  
c/o Vantage Property Investors  
1212 Highland Avenue  
Manhattan Beach, California 90266  
Attn: Stuart Gulland

or any other address as a party may designate to the others as its new address for notices by notice given to the others in accordance with the provisions of this paragraph. A properly addressed notice transmitted by one of the foregoing methods will be deemed received upon confirmed delivery, attempted delivery, or rejected delivery.

b. Landlord's Duty to Notify City. Landlord will promptly notify City in writing of (i) any written communication that Landlord may receive from any governmental, judicial, or legal authority giving notice of any claim or assertion that the Property, Building, or Leasehold Improvements fail in any respect to comply with applicable Laws; (ii) any known material adverse change in the physical condition of the Property, including any damage suffered as a result of earthquakes; and (iii) any known default by the Contractor or any subcontractor or material supplier that is likely to impact completion of the Leasehold Improvements, or any known material adverse change in the financial condition or business operations of any of them that is likely to impact their work.

**c. Prevailing Wages and Apprentices.** Any person performing labor in the construction of the Leasehold Improvements that Landlord is obligated to provide under this Work Letter will be paid not less than the highest prevailing rate of wages and Landlord will include in any contract for construction of the Leasehold Improvements a requirement that all persons performing labor under the contract will be paid not less than the highest prevailing rate of wages for the labor performed. In connection with the construction of the Leasehold Improvements under this Work Letter, Landlord will comply with all the provisions of subsection (b) of San Francisco Charter Section A7.204 and Section 6.22(E) of the San Francisco Administrative Code. In addition, if the Leasehold Improvements are Covered Construction (as defined in San Francisco Administrative Code Section 23.61), Landlord will pay the Prevailing Rate of Wages (as defined in San Francisco Administrative Code Section 23.61), employ Apprentices (as defined in San Francisco Administrative Code Section 23.61), and comply with all the provisions of Section 23.3 of the Lease, and San Francisco Administrative Code Section 23.61 of the regarding the Leasehold Improvements.

**d. Tropical Hardwood and Virgin Redwood Ban.**

Except as expressly permitted by the application of San Francisco Environment Code Sections 802(b) and 803(b), neither Landlord nor any of its contractors may provide any items to City in the construction of the Leasehold Improvements or otherwise in the performance of this Lease which are tropical hardwood, tropical hardwood wood products, virgin redwood, or virgin redwood wood products.

City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood, or virgin redwood wood products.

If Landlord fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Landlord will be liable for liquidated damages for each violation in any amount equal to Landlord's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greatest. Landlord acknowledges and agrees that the liquidated damages assessed will be payable to City on demand and may be set off against any monies due to Landlord from any contract with City.

**e. Days; Incorporation of Exhibits.** Unless otherwise provided in this Work Letter, all periods specified by a number of days will refer to business days. Saturdays, Sundays, and recognized City holidays will not constitute business days. Schedules D-1, D-2, and D-3 attached to this Work Letter, are made a part of this Work Letter by this reference.


**f. Approvals.** City is entering into this Work Letter in its proprietary capacity and not as a regulatory agency with certain police powers. Notwithstanding anything to the contrary in this Work Letter or the Lease, no approval by City of the plans for the Leasehold Improvements (including the Permit Documents or Construction Documents or Change Orders), completion of the Leasehold Improvement Work or any other approvals by City under this Work Letter or the Lease will be deemed to constitute approval of any governmental or regulatory authority with jurisdiction over the Building. All approvals or other determinations of City as tenant under this Work Letter or the Lease may be made by City's Director of Property unless otherwise specified.

**8. Time of the Essence.** Time is of the essence with respect to all provisions of this Work Letter where definite time for performance is specified, including the date for Substantial Completion.

The parties have executed this Work Letter as of the date of the Lease.

**LANDLORD:**

1076 Howard Street LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Its: President \_\_\_\_\_

\_\_\_\_\_

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Shari Geller Diamant  
Deputy City Attorney

**SCHEDULE D-1**  
**CITY DATA SPECS**



**SAN FRANCISCO**  
**DEPARTMENT OF**  
**TECHNOLOGY**

Schedule D-1

**DT New Building and Moves Recommendations**

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## Fiber

### General Recommendations

1. DT Project Management Office working with the DT Outside Wiring Team will assess potential sites for Fiber connectivity prior to lease/purchase or construction/renovation activities.
2. DT will provide the cost estimate to connect the building to City Fiber (preferred) or using an outside contractor for install.
3. Adequate space in the Main Point of Entry (MPoE) room to install a fiber box. Boxes are typically 30 inches high, 30 inches wide, and 20 inches deep and require 3 feet of clearance.

### Space and cost savings opportunities

1. DT Outside Wiring can assess feasibility and cost for potential new locations and inform DPW and Real Estate staff of possible issues with connectivity during location selection process

## Inside Wiring

### General Recommendations

1. In buildings without drop ceilings, provide cable trays for cabling throughout the floors.
2. Conduit between floors will be required for fiber connectivity to the network rooms, typical 3" – 4" diameter.
3. CAT6a cables
4. Drawings – should specify number of wire drops per floor and include wiring for wireless access points.

## Network

### General Recommendations

#### Number of racks:

1. Up to 40 desks (2 ports per desk) or 80 desks (1 port per desk) – Small two post rack accommodation
2. Up to 160 desks (2 ports per desk) or 320 desks (1 port per desk) – Large enclosed cabinet accommodation
3. Additional desks – Add one cabinet for every 160 desks (2 ports per desk) or 320 desks (1 port per desk)

#### Cooling

1. DT requires forced air cooling in all network rooms. Optimal temperature range to maintain equipment for the best possible lifespan is 68 to 75 degrees. Equipment can operate at 75-80 degrees; however, increased heat will progressively degrade the equipment faster, shorten life span, and may cause operating problems.
2. Newer power over ethernet switches generate more heat than previous models
3. DT will provide equipment list with maximum total power consumption for mechanical engineer's use.

#### Wireless Access

1. DT provides wireless connectivity using #SFWiFi with a VPN connection to access City resources
2. As part of the upgrade to the network program, future security enhancements will allow for changes in connectivity for a more seamless user experience
3. DT will create a wireless connectivity heat map assessment using Ekahau, an industry standard tool for determining WiFi coverage
4. DT Inside Wiring staff can be contracted to mount access points. Access points are powered via Ethernet cable, so no additional power outlets needs for WiFi

#### Servers

DT recommends Departments migrate all on-premise servers to the City Data Center to gain the following benefits:

1. Disaster recovery and high availability – Automatic backups at Rancho Cordova Data center
2. Physical security – Armed Sheriff deputies guarding the DEM Data Center
3. Resiliency – DEM is designed to be seismically resilient
4. Cost savings – Departments do not have to refresh their equipment or maintenance contracts
5. Data Separation and Control – Departments manage and control access to data their instances down to the individual user level
6. Cybersecurity – The City Data Center architecture has enterprise level tools for cybersecurity monitoring, management, and incident response

#### Space and cost savings opportunities

1. We recommend 1 data port per user. This reduces the network equipment and network racks/cabinets in IDFs and MDFs. A single port can be used for a computer and a Voip phone.
2. Migrate servers onto shared City Data Center Infrastructure. Do not bring Departments physical servers into new sites. This reduces the amount of equipment and racks/cabinets in IDFs and MDFs saving space and reducing the size of cooling and power for these rooms.
3. Exception – Network video recorder (NVR) servers should remain on site due to bandwidth requirements for streaming multiple video sources

## Telephony

#### General Recommendations

1. DT recommends all Departments moving into office space with new or upgraded networks to use the new Cisco Voice over Internet Protocol (VoIP) system
2. DT is currently piloting soft phones, and in the coming year may recommend departments go with soft phones whenever handsets are not absolutely needed
  - a. Soft phone client works on laptops and mobile devices such as cell phones or tablets
3. In areas where there is controlled access, DT recommends common area phones such as the Cisco 3905
4. Analog fax lines for multi-function devices can be accommodated with the Cisco VoIP system
  - a. Gateways for 2 lines, 4 lines, or 24 lines can be installed in the Network rack. A count from Departments broken out by floor is needed to determine the exact bill of materials

#### Space and cost savings opportunities

1. When approved for Citywide use, Soft Phones could be a huge cost saver as the physical handsets cost approx. \$200 per unit and do not require space on the desk.

2. The Cisco VoIP system connects through the network equipment and does not require any on-site servers.

## Physical Spaces / Architectural Design

### General Recommendations

#### Drawings

1. Low – Voltage: Indicate number of wire drops per floor, mapped to ports/Jacks on the walls. Wire drops should include wires for the wireless access point (WAPs) devices.
2. MPoE – Site/Civil drawings to indicate fiber route from outside to inside termination box at the MPoE
3. Network rooms – should indicate rack elevations for the network equipment as well as distances around the racks.

#### Network Rooms

1. Typically, one per floor with cooling.
2. Conduits minimum 3" conduits running through the network rooms to and from the MPoE

#### Rack/Cabinet Dimensions

1. Large enclosed cabinet dimension – 43 Inches Deep, 24 inches wide, 89 inches tall. (Most installations)
2. 72 inch height – used for installations up to 40 desks (2 ports per desk) or 80 desks (1 ports per desk)
3. 42 inch height - used for small installations up to 20 desks (2 ports per desk) or 40 desks (1 port per desk)
4. Small two post rack – 24 inches deep, 19 inches wide, options for 42 or 72 inches tall

#### Cooling and Power

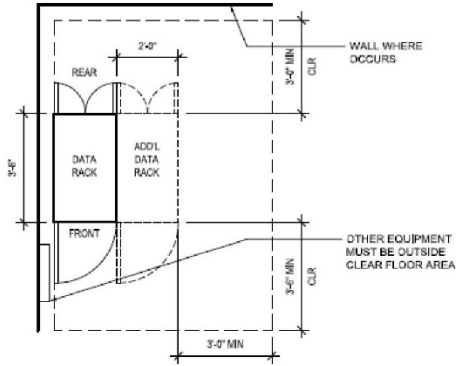
Calculations for heat/cooling and power are required as part of network design.

#### Required Clearances

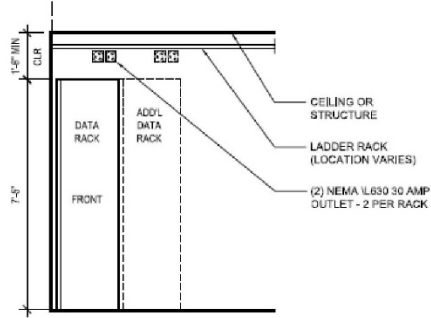
1. Provide 3'-0" (3'-6" preferred) clearance in the front of the Network rack.
2. Provide 3'-0" clearance at back of racks and on one side.



NOTE:  
1. PROVIDE MIN 1 DATA RACK, NUMBER OF  
DATA RACKS DETERMINED BY DT



PLAN VIEW  
SCALE: 1/8" = 1'-0"



ELEVATION VIEW  
SCALE: 1/8" = 1'-0"

## Recommended Equipment

### Power

1. 2 Dedicated 30-amp power receptacles per rack
2. L630 208V receptacles NEMA twist lock
3. 4 Power distribution units per rack

### Two post rack

1. [https://www.chatsworth.com/en-us/documents/data-sheets/55053\\_datasheet-pdf.pdf](https://www.chatsworth.com/en-us/documents/data-sheets/55053_datasheet-pdf.pdf)

### Four Post Rack

1. [https://www.anixter.com/en\\_us/products/15251-715/CHATSWORTH-PRODUCTS-INC-%28CPI%29/Racks/p/454881](https://www.anixter.com/en_us/products/15251-715/CHATSWORTH-PRODUCTS-INC-%28CPI%29/Racks/p/454881)

### Cabinets

1. Drawings - [https://download.schneider-electric.com/files?p\\_enDocType=CAD&p\\_File\\_Name=ASTE-6BFN27\\_R6\\_EN.pdf&p\\_Doc\\_Ref=APC\\_ASTE-6BFN27\\_EN](https://download.schneider-electric.com/files?p_enDocType=CAD&p_File_Name=ASTE-6BFN27_R6_EN.pdf&p_Doc_Ref=APC_ASTE-6BFN27_EN)
2. Website [https://www.schneider-electric.com/en/product/AR2144BLK\\_APC/netshelter-vx-seismic-42u-enclosure-w-sides-black/](https://www.schneider-electric.com/en/product/AR2144BLK_APC/netshelter-vx-seismic-42u-enclosure-w-sides-black/)

### Wireless Access Points

1. C9130AXI-B <https://www.cdw.com/product/cisco-catalyst-9130ax-series/5831887>

### Cisco Switches

1. 9400 series data sheet <https://www.cisco.com/c/en/us/products/switches/catalyst-9400-series-switches/index.html>
  - a. 9407 (Medium deployment up to 160-180 people)
    - i. <https://www.cisco.com/c/en/us/support/switches/catalyst-9407r-switch/model.html>
    - ii. Data sheet - [https://www.cisco.com/c/en/us/products/collateral/switches/catalyst-9400-series-switches/data\\_sheet-c78-739053.html](https://www.cisco.com/c/en/us/products/collateral/switches/catalyst-9400-series-switches/data_sheet-c78-739053.html)
  - b. 9410r (Large deployments up to 275 people)
    - i. <https://www.cisco.com/c/en/us/support/switches/catalyst-9410r-switch/model.html>
    - ii. Data Sheet - [https://www.cisco.com/c/en/us/products/collateral/switches/catalyst-9400-series-switches/data\\_sheet-c78-739053.html](https://www.cisco.com/c/en/us/products/collateral/switches/catalyst-9400-series-switches/data_sheet-c78-739053.html)
2. Cisco 9500Q24
  - a. Needed to connect sites to the City Fiber Wan, logically sits above the 9400 or 9348 switches in the MDF where the main network room is. If there are multiple departments in one building we will buy 2 for the building MDF, then place 1 in the primary network room for each individual department.

- b. <https://www.cisco.com/c/en/us/products/switches/catalyst-9500-series-switches/index.html>
  - c. Data sheet [https://www.cisco.com/c/en/us/products/collateral/switches/catalyst-9500-series-switches/data\\_sheet-c78-738978.html](https://www.cisco.com/c/en/us/products/collateral/switches/catalyst-9500-series-switches/data_sheet-c78-738978.html)
3. 9348 (Small deployments, up to 30-35 people Can stack two on top of each other for up to 60-70 if needed)
- a. <https://www.cisco.com/c/en/us/products/switches/nexus-9348gc-fxp-switch/index.html>
  - b. Data sheet - <https://www.cisco.com/c/en/us/products/collateral/switches/nexus-9000-series-switches/datasheet-c78-742284.html>

#### Patch Panels

- a. [https://www.anixter.com/en\\_mx/product-detail.M2000-48-COMMSCOPE-SYSTEMAX-SOLUTIONS.PS-Copper%2BBlocks%2BAnd%2BPatch%2BPanels.BZ-323248.html](https://www.anixter.com/en_mx/product-detail.M2000-48-COMMSCOPE-SYSTEMAX-SOLUTIONS.PS-Copper%2BBlocks%2BAnd%2BPatch%2BPanels.BZ-323248.html)

#### Ladder Rack

- a. [https://www.anixter.com/en\\_us/products/10250-712/CHATSWORTH-PRODUCTS-INC-%28CPI%29/Cable-Runway/p/164166](https://www.anixter.com/en_us/products/10250-712/CHATSWORTH-PRODUCTS-INC-%28CPI%29/Cable-Runway/p/164166)

#### Cable raceways

- 1. Mesh - various sizes made by this manufacturer is what we order  
[http://www.cooperindustries.com/content/dam/public/bline/Resources/Library/catalogs/cable\\_tray\\_systems/all\\_products/Flextray.pdf](http://www.cooperindustries.com/content/dam/public/bline/Resources/Library/catalogs/cable_tray_systems/all_products/Flextray.pdf)

**SCHEDULE D-2****SCHEDULE OF PERFORMANCE**

	<b><u>Action to be Performed</u></b>	<b><u>Deadline</u></b>
1.	City to provide Permit Documents to Landlord for approval	Within three (3) days after receipt of Permit Documents from Architect
2.	Landlord to approve or disapprove of Permit Documents	Within three (3) days after receipt from City
3.	Landlord to submit Construction Documents to City for approval	Within sixty (60) days after Landlord's engagement of Architect
4.	Landlord will use commercially reasonable efforts to obtain all needed approvals and permits (subject to Unavoidable Delay and Tenant Delay)	Within sixty (60) days after approval of the Permit Documents by Landlord and City

**SCHEDULE D-3**

**PRELIMINARY CONSTRUCTION BUDGET**

Estimated Construction (Centric –attached hereto as Exhibit 1)	\$	2,340,350
Estimated Architectural fees (including subs)	\$	185,000
Estimated Permit costs (assumed 2%)	\$	46,807
Estimated Management fee	\$	101,014
<b>Total</b>	<b>\$</b>	<b>2,673,171</b>

## EXHIBIT 1 TO SCHEDULE D-3



### 1076 HOWARD - DRUG SOBERING - ROM CONSTRUCTION ESTIMATE

PROJECT: 1076 Howard - SFDPH OPTION #1 TEST FIT Rev.1  
 DESIGN TEAM: LDA Architects  
 ESTIMATE DATE: 4/8/20  
 RENTABLE SQFT: 14,888

SFDPH DRUG SOBERING CENTER AT 1076 HOWARD STREET								
ESTIMATE LINE DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL	EXTENDED TOTAL	SUBTOTAL	\$/SF	NOTES
<b>TENANT IMPROVEMENT BUILD-OUT</b>								
<b>DEMOLITION</b>								
SOFT DEMO FOR NEW WORK	1	LS - ALLOW	7,500	7,500				
TRENCHING THROUGH MAT SLAB FOR NEW PLUMBING CONNECTIONS ON LEVEL 1	1	LS - ALLOW	8,000	8,000				MISC FRAMING, DRYWALL, DOOR, FLOORING, ETC DEMO NOTE ALLOWANCE, FULL SCOPE AND COST TBD.
<b>SUBTOTAL DEMOLITION</b>						15,500		<b>\$1.04</b>
<b>STRUCTURAL CONCRETE</b>								
MAT SLAB INFILL FOR NEW PLUMBING TRENCH	1	LS - ALLOW	20,000	20,000				NOTE ALLOWANCE, FULL SCOPE AND COST TBD.
<b>SUBTOTAL STRUCTURAL CONCRETE</b>						20,000		<b>\$1.34</b>
<b>WATERPROOFING</b>								
SUBGRADE WATERPROOFING REPAIR FOR NEW PLUMBING TRENCH	1	LS - ALLOW	5,000	5,000				NOTE ALLOWANCE, FULL SCOPE AND COST TBD.
<b>SUBTOTAL WATERPROOFING</b>						5,000		<b>\$0.34</b>
<b>DRYWALL &amp; METAL STUD FRAMING</b>								
LEVEL 1 - PONY WALL ON 4 LINE	120	SF - ALLOW	60	7,200				
LEVEL 1 - PONY WALL ON 10 LINE	120	SF - ALLOW	60	7,200				
LEVEL 1 - MANAGERS OFFICE FRAMING AND DRYWALL	259	SF - ALLOW	60	15,540				
LEVEL 1 - CONSULT, EXAM, STAFF RESTROOM FRAMING AND DRYWALL	586	SF - ALLOW	60	35,160				
LEVEL 1 - BREAK AREA ENCLOSURE FRAMING AND DRYWALL	362	SF - ALLOW	60	21,720				
LEVEL 1 - MEN/WOMEN BED PARTITION FRAMING AND DRYWALL	281	SF - ALLOW	60	16,860				
LEVEL 1 - PRIVATE BEDROOM FRAMING AND DRYWALL	309	SF - ALLOW	60	18,540				
LEVEL 1+2 - WALL FRAMING ON FRONT STAIRS TO SECOND FLOOR	1	LS - ALLOW	5,000	5,000				
LEVEL 2 - PONY WALL FRAMING AROUND SECOND FLOOR OPENINGS	2	EA - ALLOW	6,500	13,000				
LEVEL 2 - NEW BATHROOM, JANITOR AND LACT. ROOM FRAMING AND DRYWALL	1,403	SF - ALLOW	60	84,180				
LEVEL 2 - BREAK ROOM FRAMING AND DRYWALL	240	SF - ALLOW	60	14,400				
<b>SUBTOTAL DRYWALL &amp; METAL STUD FRAMING</b>						238,800		<b>\$16.04</b> ASSUMES NO CEILING WORK.
<b>DOORS, GLASS AND GLAZING</b>								
LEVEL 1 - NEW FIRE RATED GLASS WALL ON 4 LINE - INCLUDES 2 DOORS	240	SF - ALLOW	350	84,000				
LEVEL 1 - NEW FIRE RATED GLASS ON 10 LINE - INCLUDES 2 DOORS	222	SF - ALLOW	350	77,700				
LEVEL 1 - MANAGERS OFFICE - HM DOOR AND FRAME	1	EA - ALLOW	1,750	1,750				
LEVEL 1 - CONSULT ROOM DOOR	1	EA - ALLOW	0	-				ASSUMED REUSE OF EXISTING
LEVEL 1 - EXAM/CONSULT ROOM DOOR	1	EA - ALLOW	0	-				ASSUMED REUSE OF EXISTING
LEVEL 1 - STAFF RESTROOM HM DOOR AND FRAME	1	EA - ALLOW	1,750	1,750				
LEVEL 1 - PRIVATE BEDROOM HM DOOR AND FRAME	1	EA - ALLOW	1,750	1,750				
LEVEL 1 - STAFF BREAK AREA HM DOOR AND FRAME	2	EA - ALLOW	1,750	3,500				
LEVEL 1 - FRONT STAIR WALL STAFF HM DOOR AND FRAME	1	EA - ALLOW	1,750	1,750				
LEVEL 1 - WORK TO MAKE ENTRY DOOR @ GL. 11A OPERABLE	1	EA - ALLOW	750	750				
LEVEL 2 - FIRE RATED GLASS ON PONY WALL AROUND SECOND FLOOR OPENINGS (2 TOTAL)	570	SF - ALLOW	350	199,500				
LEVEL 2 - NEW BATHROOM, JANITOR AND LACT. ROOM HM DOOR AND FRAME	5	EA - ALLOW	1,750	8,750				
<b>SUBTOTAL DOORS, GLASS AND GLAZING</b>						381,200		<b>\$25.60</b>
<b>FLOORING SYSTEMS</b>								
LEVEL 1 - CONSULT/EXAM ROOM CARPET TILE W/ RUBBER BASE	201	SF - ALLOW	15	3,015				ASSUMED TO MATCH EXISTING SPEC
LEVEL 1 - MANAGER OFFICE CARPET TILE W/ RUBBER BASE	78	SF - ALLOW	15	1,170				ASSUMED TO MATCH EXISTING SPEC
LEVEL 2 - JANITORS CLOSET RESILIENT FLOORING W/ RUBBER BASE	40	SF - ALLOW	13	520				
LEVEL 2 - LACT. ROOM CARPET TILE W/ RUBBER BASE	78	SF - ALLOW	15	1,170				ASSUMED TO MATCH EXISTING SPEC
LEVEL 1+2 - FLOOR TRANSITIONS	9	EA - ALLOW	75	675				
<b>SUBTOTAL FLOORING SYSTEMS</b>						6,350		<b>\$0.44</b>
<b>TILE &amp; STONE</b>								
LEVEL 1 - STAFF BATHROOM WALL AND FLOOR TILE	1	LS - ALLOW	7,250	7,250				ASSUMES TO MATCH EXISTING SPEC
LEVEL 2 - STAFF BATHROOM WALL AND FLOOR TILE	3	LS - ALLOW	7,250	21,750				
<b>SUBTOTAL TILE &amp; STONE</b>						29,000		<b>\$1.95</b>
<b>CASEWORK AND COUNTERTOPS</b>								
LEVEL 1+2 - RESTROOM VANITY AND COUNTERTOPS	4	EA - ALLOW	5,325	21,300				
LEVEL 2 - BREAK AREA CASEWORK AND COUNTERTOPS	1	EA - ALLOW	8,500	8,500				
<b>SUBTOTAL CASEWORK AND COUNTERTOPS</b>						29,800		<b>\$2.00</b>



1076 HOWARD - DRUG SOBERING - ROM CONSTRUCTION ESTIMATE

PROJECT: 1076 Howard - SFDPH OPTION #1 TEST FIT Rev.1  
 DESIGN TEAM: LDA Architects  
 ESTIMATE DATE: 4/9/20  
 RENTABLE SQFT: 14,888

SFDPH DRUG SOBERING CENTER AT 1076 HOWARD STREET					
<b>SIGNAGE</b>					
RESTROOM ADA SIGNAGE	3	EA - ALLOW	250	750	
MEETING ROOM SIGNAGE		EXCLUDED		-	
<b>SUBTOTAL SIGNAGE</b>					750
<b>BATHROOM ACCESSORIES &amp; PARTITIONS</b>					
BATHROOM ACCESSORIES	4	EA - ALLOW	750	3,000	
MIRRORS	4	EA - ALLOW	1,200	4,800	
<b>SUBTOTAL BATHROOM ACCESSORIES &amp; PARTITIONS</b>					7,800
<b>PAINTING AND WALL TREATMENTS</b>					
LEVEL 1 - PAINT NEW FRAMED WALLS	1	LS - ALLOW	17,500	17,500	
LEVEL 2 - PAINT NEW FRAMED WALLS	1	LS - ALLOW	8,500	8,500	
LEVEL 2 - JANITOR'S ROOM FRP	1	LS - ALLOW	1,200	1,200	
<b>SUBTOTAL PAINTING AND WALL TREATMENTS</b>					27,200
<b>CARD READER / SECURITY SYSTEM</b>					
NEW CARD READER LOCATIONS	11	EA - ALLOW	750	8,250	
ELEVATOR CONTROLS ADJUSTMENT FOR NEW CARD READER	1	LS - ALLOW	12,500	12,500	
<b>SUBTOTAL CARD READER / SECURITY SYSTEM</b>					20,750
<b>MECHANICAL SYSTEM</b>					
UPGRADE VRF HVAC SYSTEM TO SERVE NEW LAYOUTS	14,888	SF - ALLOW	27	401,976	
<b>SUBTOTAL MECHANICAL SYSTEM</b>					401,976
<b>ELECTRICAL - POWER AND LIGHTING</b>					
LINE VOLTAGE ELECTRICAL TO SERVE VRF HVAC SYSTEM	1	LS - ALLOW	45,000	45,000	
POWER DISTRIBUTION TO MEETING SPACES AND RESTROOMS	850	SF - ALLOW	12	10,200	
POWER DISTRIBUTION TO OPEN OFFICE WORKSTATIONS	6,625	SF - ALLOW	15	99,375	
TITLE 24 COMPLIANT LIGHTING CONTROL SYSTEM	14,888	SF - ALLOW	3	44,644	
OPEN OFFICE LIGHTING	13,387	SF - ALLOW	10	133,870	
BATHROOM LIGHTING	4	LS - ALLOW	1,750	7,000	
CONSULT/EXAM ROOM LIGHTING	1	LS - ALLOW	1,250	1,250	
AUXILIARY SPACE LIGHTING	131	SF - ALLOW	5	655	
PRIVATE BEDROOM/MANAGERS OFFICE LIGHTING	2	LS - ALLOW	2,250	4,500	
<b>SUBTOTAL ELECTRICAL - POWER AND LIGHTING</b>					346,514
<b>PLUMBING</b>					
CONDENSATE PLUMBING FOR FCUS AND BC CONTROLLERS	1	LS - ALLOW	30,000	30,000	
TOILET AND RELATED PLUMBING	4	EA - ALLOW	4,500	18,000	
RESTROOM/LACT. ROOM SINK AND RELATED PLUMBING	5	EA - ALLOW	3,600	18,000	
FLOOR DRAIN AND RELATED PLUMBING	4	EA - ALLOW	2,750	11,000	
MOP SINK AND RELATED PLUMBING	1	EA - ALLOW	3,500	3,500	
LEVEL 1 BOTTLE FILLING STATION	1	EA - ALLOW	5,000	5,000	
LEVEL 1 NEW BATHROOM SUBGRADE PLUMBING	1	LS - ALLOW	7,500	7,500	
LEVEL 2 BREAK AREA SINK AND DRINKING FOUNTAIN	1	LS - ALLOW	6,500	6,500	
<b>SUBTOTAL PLUMBING</b>					99,500
<b>FIRE ALARM SYSTEM</b>					
ENGINEERING, DEVICES AND INSTALLATION FOR OPEN OFFICE AND MEETING SPACES	14,888	SF - ALLOW	6	89,328	
<b>SUBTOTAL FIRE ALARM SYSTEM</b>					89,328
<b>FIRE SPRINKLER SYSTEM</b>					
REVISE EXISTING SYSTEM FOR COVERAGE IN NEW MEETING SPACES AND RESTROOMS	14,888	SF - ALLOW	3	44,644	
<b>SUBTOTAL FIRE SPRINKLER SYSTEM</b>					44,644
<b>LOW VOLTAGE</b>					
WORKSTATION DATA DROPS	1	LS - ALLOW	125,000	125,000	
IDF ROOM BUILD OUT		INCLUDED			
ANCILLARY SPACE DATA		INCLUDED			
<b>SUBTOTAL LOW VOLTAGE</b>					125,000
<b>TENANT IMPROVEMENT SUBTOTAL</b>					1,889,332



1076 HOWARD - DRUG SOBERING - ROM CONSTRUCTION ESTIMATE

PROJECT: 1076 Howard - SFDPH OPTION #1 TEST FIT Rev.1  
 DESIGN TEAM: LDA Architects  
 ESTIMATE DATE: 4/8/20  
 RENTABLE SQFT: 14,888

SFDPH DRUG SOBERING CENTER AT 1076 HOWARD STREET						
<b>GENERAL CONDITIONS</b>						
STAFFING DURATION ASSUMED DURATION - 12 WEEKS						
<b>STAFFING COSTS</b>						
	12	WKS	2,500	30,000		
PROJECT MANAGER (50% UTILIZATION)	12	WKS	4,600	55,200		
PROJECT ENGINEER/ADMIN (75% UTILIZATION)	12	WKS	3,000	36,000		
<b>SUBTOTAL STAFFING DURATION</b>					121,200	\$8.14
<b>ADMINISTRATION COSTS</b>						
PARKING	3	MONTHS	300	900		
PHONES	3	MONTHS	300	900		
OFFICE SUPPLIES	3	MONTHS	350	1,050		
TRUCK/VEHICLE MILEAGE	3	MONTHS	1,000	3,000		
<b>SUBTOTAL ADMINISTRATION COSTS</b>					5,850	\$0.39
<b>GENERAL CONDITIONS SUBTOTAL</b>					\$127,050	\$8.53
<b>FEE AND INSURANCE</b>						
GENERAL LIABILITY INSURANCE 1.0% 1,271						
GENERAL CONTRACTOR'S FEE 6.0% 121,059						
<b>FEE AND INSURANCE SUBTOTAL</b>					122,330	\$8.22
<b>DESIGN CONTINGENCY</b>						
CONTINGENCY 10.0% 201,638						
<b>DESIGN CONTINGENCY SUBTOTAL</b>					201,638	\$13.54
<b>SFDPH DRUG SOBERING CENTER AT 1076 HOWARD STREET</b>					<b>2,340,350</b>	<b>\$157.20 \$/SF</b>



## SCHEDULE D-4

### SCHEMATIC DESIGN DOCUMENTS

#### Basis of Design Report

#### Project:

**SFDPH Drug Sobering Center**  
1076 Mission Street  
San Francisco, CA

#### Tenant:

Attn: Jeff Suess, Senior Real Property Officer  
Kathy Jung, Director of Facilities and Capital Projects  
David Pating, UCSF Associate Clinical Professor - Psychiatry

#### SF Department of Public Health

25 Van Ness, Suite 400  
San Francisco, CA 94102  
E: jeff.suess@sfgov.org  
O: (415) 554-9873

#### Owner:

Attn: Stuart Gulland  
**1076 Howard Street LLC**  
1212 Highland Ave  
Manhattan Beach, CA 90266  
E: stuart@vantagepi.com  
C: (310) 874-5699

#### Architect:

Attn: Beyza Demirtas, AIA, LEED™ AP  
**LDA Architects, Inc. (LDA)**  
1108-A Bryant Street  
San Francisco, CA  
E: beyza.d@ldaarch.com  
C: (415) 225-1741

#### Objective:

LDA was engaged by the Owner to assist SFDPH, as the potential tenant, in developing a Design Program and Test Fit for improvements to approximately 17,500 rentable square feet for use by a Drug Sobering Center (DSC) and a supporting department not a part of this programming effort. Major design considerations include the following:

- The DSC is to be located on the ground floor.
- Acoustical isolation (of unspecified performance) is to be provided between the sleeping area of the DSC and the related department.
- The design of the DSC is to afford maximum visibility of the patient areas of the facility, as required for safety and security of both patients and staff.
- The DSC is not a secure facility. Though access will be monitored, patients are to be free to leave and not feel confined.
- The supporting department will occupy the Second Floor as an undivided open "touch down space".

The Project Objectives are to:

1. Establish a Design Program for the DSC. This is a combination of functional space requirements and available space that establishes a Bed Count based upon active Covid-19 protocols.
2. Collaborate with DPH to establish and publish a Test Fit suitable to obtain DPH and Board of Supervisors approval.
3. Assist Owner and DPH in establishing suitable Project Budget.

#### Design Program:

In collaboration with DPH and DSC leadership, this Design Program was established and agreed to by DPH. To the greatest extent possible, existing improvements are to be retained:

- Design Standards:
  1. Comply with 2019 SF-CBC, including requirements specific to City-occupied facilities.
  2. Provide for LEED Gold Certification for Interiors.
  3. Comply with DPH standards for design and product specifications.
  4. Except as otherwise noted, match design standards, materials, and assemblies of base building.
- First Floor:
  1. Add Guard Station to control access to stair to Second Floor, and Ramp to Ground Floor
  2. Allow for a welcoming Lobby that provides for "pacing" and other calming gross motor activities.
  3. Enclose Sobering Beds Area with glazed walls to minimize reduction in natural light, and to manage sound transmission between Sobering Beds Area and Second Floor:
    - At Line 4, from Line A to near Line G. Allow for monitored, but not secured access to Sobering Beds Area
    - Near Line 10. Allow for management of access staff meeting area, break room, storage, linen closet and manager's office.
    - Segregate 3 beds for low wall separation of women from men.
    - Provide glazed enclosure of single bed for patients requiring segregation from others.
  4. Provide 3 Nursing Station in Sobering Beds Area. Allow for maximum visibility of facility.
  5. Provide for Active Area, monitored and close to Howard St entry
  6. Alter (E) ADA Unisex shower room to delete lockers, add baby changing table per SF-CBC
  7. Add accessible Staff Toilet
  8. Add Laundry, including non-commercial washer and dryer
  9. Add enclosed Exam/Consultation Room, including hand wash sink and cabinet, per DPH standards.
  10. Add enclosed Consultation Room, per DPH standards.
  11. Add enclosed Managers' Office, approximately 100 nsf.

12. Enclose (E) Break Room and reduce the area to add Decontamination Area next to it
13. Provide controlled access as shown on Test Fits.

#### • Second Floor:

1. Add 3 single occupant gender neutral Toilet Rooms as required by Code, including one accessible, per SF-CBC.
2. Add Lactation Room with sink and baby changing table.
3. Add Break Room

#### Fit Plans:

The attached annotated floor plans indicate a possible and acceptable application of the Design Program to the available space. It has not been thoroughly reviewed for all applicable Code requirements, and assumes that rated fire separations are required between the second floor Supporting Department and DSC.

Final Design shall be based upon these plans, but may evolve as LDA collaborates with DPH and the Owner over specific elements of the improvements.

#### Feasibility:

MEPS: LDA has informally discussed the installation of additional plumbing fixtures, specifically meeting existing invert elevations for Sanitary Sewer with new work, as much as 30 feet north of Line 8. MHC Engineers has initially indicated that existing invert elevations are sufficient. LDA recommends the inclusion of the base building MEOR to participate in any design work.

Structural: LDA has informally discussed the installation of additional subgrade sanitary waste lines. We are informed that the slab is designed to span, and that continuity of slab reinforcement is essential to the integrity of the structure. LDA recommends the inclusion of the base building SEOR to participate in any design work.

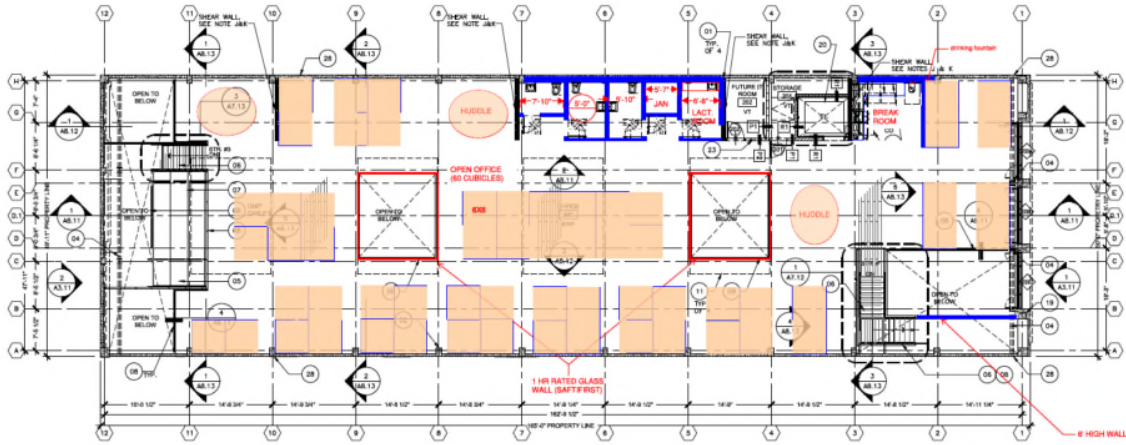
#### Project Costs:

Estimates of probable construction cost and schedule, and soft costs are not a part of this Report, but LDA will cooperate with DPH, the Owner and their consultants and builders to determine accurate and useful information as needed to:

- Obtain the Approval of the Board of Supervisors.
- Obtain building permits as required.
- Obtain the services of a general contractor for the work, to be delivered in a manner suitable to the Owner.

LDA





**SFDPH Drug Sobering Center at 1076 HOWARD ST**  
**San Francisco Department of Public Health**

LEVEL 2 CONCEPT PLAN

