File No. 250081 **Committee Item No.** 4
Board Item No. 15

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** March 5, 2025
Board of Supervisors Meeting **Date** March 11, 2025

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☐	☐	

Completed by: Brent Jalipa **Date** February 27, 2025
Completed by: Brent Jalipa **Date** March 6, 2025

FILE NO. 250081 RESOLUTION NO.

[Airport Professional Services Agreement Modification - Consor PMCM, Inc. Project Management Support Services for the Cargo Building 626.1 Project - Further Modifications Not to Exceed $13,000,000]

Resolution approving Modification No. 2 to Airport Contract No. 11918.41, Project Management Support Services for the San Francisco International Airport, Cargo Building 626.1 Project with Consor PMCM, Inc., to increase the Contract amount by $10,300,000 for a new total not to exceed the amount of $13,000,000 and extend the Contract for services an additional four years from May 1, 2025, for a total term of May 2, 2024, through May 1, 2029, pursuant to Charter, Section 9.118(b); and making findings under the California Environmental Quality Act.

WHEREAS, The San Francisco International Airport Cargo Building 626.1 Project is constructing a new cargo facility and demolishing existing facilities to support the future development of the West Field Area at the San Francisco International Airport ("Project"); and

WHEREAS, On February 6, 2024, by Resolution No. 24-0016, the Airport Commission ("Commission") awarded Contract No. 11918.41, Project Management Support Services for the Project ("Contract") to Consor PMCM, Inc., for a term of one year with and a not-to-exceed amount of $2,700,000 for the first year of services and four one-year options to extend the term; and

WHEREAS, The Contract scope of work includes overall management expertise and oversight of the Project, including design and construction management services, project controls, contract administration, cost estimating services, and field inspections; and

WHEREAS, On October 1, 2024, the Airport Director approved Modification No. 1, updating overhead rates with no changes to the Contract amount or term; and

WHEREAS, On December 17, 2024, by Resolution No. 24-0264, the Commission approved Modification No. 2 to the Contract, increasing the not to exceed amount by $10,300,000 for a new total Contract amount not to exceed $13,000,000 exercising each of the four one-year options to extend the Contract term for services for four additional years, and directing the Commission Secretary to seek Board of Supervisors' approval of the proposed increase to the Contract's not to exceed amount; and

WHEREAS, Charter, Section 9.118(b), provides that for agreements entered into by a department, board, or commission requiring anticipated expenditures of ten million dollars or more, or modifications to such agreements having an impact that exceeds $500,000 shall be subject to approval by the Board of Supervisors ("Board") by resolution; and

WHEREAS, The Board of Supervisors ("Board") has reviewed the 1992 San Francisco International Airport Master Plan Final Program Environmental Impact Report ("Master Plan EIR") prepared by the City and County of San Francisco Planning Department ("Planning Department") and certified by the San Francisco Planning Commission on May 28, 1992, by Motion No. 13356, in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code, Section 21000 et seq., Title 14, Section 15000 et seq. of the California Code of Regulations ("CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code; and

WHEREAS, By Resolution No. 1006-92 dated December 7, 1992, the Board adopted relevant CEQA findings, which findings are incorporated herein by reference as though fully set forth; and

WHEREAS, The Master Plan EIR evaluated the Project as a component of the Master Plan.

WHEREAS, Section 15168 of the CEQA Guidelines requires subsequent activities in a program that are covered by a program EIR be examined in light of the program EIR to determine whether additional environmental documentation must be prepared; and

WHEREAS, The Project has components that are included in separate projects referred to by the Airport as the Consolidated Administration Campus, the Plot 10F Demolition and Paving and Cargo Building 662, and West Field Cargo Redevelopment; and

WHEREAS, After reviewing the information regarding the Project, the Planning Department prepared the Consolidated Administration Campus addendum to the Master Plan EIR, dated May 17, 2021 (File No. 2019-006583ETM), the Plot 10F Demolition and Paving and Cargo Building 662 addendum to the Master Plan Program EIR, dated December 15, 2022 (File No. 2022-003521ENV), and the West Field Cargo Redevelopment Project addendum to the Master Plan Program EIR dated May 17, 2021 (File No. 2020-008656ENV), to address the changes to the Project to specifically evaluate the impacts of the modifications; and

WHEREAS, The Planning Department concluded that the Project, as modified from its description in the Master Plan EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the Master Plan EIR, that the modifications to the Project would not cause new significant impacts not identified in the Master Plan EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required; and

WHEREAS, By Resolution No. 23-0100, dated April 18, 2023, the Commission adopted the findings of the addenda under CEQA, including the adoption of Mitigation Monitoring and Reporting Program for the Projects; and

WHEREAS, Since the addenda have been finalized, there have been no substantial Project changes and no substantial changes in Project circumstances that would require

major revisions to the EIR or addenda due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the EIR or addenda; now, therefore, be it

WHEREAS, The Board has considered the addenda and finds that there is no substantial evidence that the Project will result in a significant impact on the environment and that the addenda reflects the City's independent judgment and analysis; now, therefore, be it

RESOLVED, That the Board of Supervisors certifies that it has reviewed and considered the information in the Master Plan EIR and the addenda involving the Project; and, be it

RESOLVED, The Board hereby adopts as its own the findings contained in the Master Plan EIR addenda related to the Project; and, be it

RESOLVED, That the Board of Supervisors hereby approves Modification No. 2 to Airport Contract No. 11918.41, Project Management Support Services for the Cargo Building 626.1 Project, increasing the Contract amount by $10,300,000 for a new total Contract not to exceed amount of $13,000,000; a copy of Modification No. 2 is contained in Board of Supervisors File No. 250081 along with the Contract and the previously executed modification; and, be it

FURTHER RESOLVED, That within thirty (30) days of Modification No. 2 being fully executed by all parties, the Commission shall provide a copy to the Clerk of the Board for inclusion in the official file.

Item 4 File 25-0081	Department: Airport

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution approves Modification No. 2 to the contract between San Francisco International Airport (Airport) and Consor PMCM, Inc (Consor) for project management support services related to the Cargo Building 626.1 Project. This modification increases the contract value by $10.3 million (from $2.7 million to $13 million) and extends the contract term from May 2, 2024, through May 1, 2029.

Key Points

- A Request for Proposals issued in August 2023 led to the selection of Consor, the top-ranked proposer, for project management support services for the Cargo Building 626.1 project. The Airport entered into a one-year contract with Consor for $2.7 million. The Cargo Building 626.1 Project is part of the Airport's broader West Field Cargo Redevelopment plan, designed to modernize facilities, improve operational efficiency, and support future cargo demands.
- Under the proposed contract modification, Consor will oversee construction management, design reviews, compliance monitoring, site inspections, budgeting, scheduling, and coordination with Airport divisions and external stakeholders.

Fiscal Impact

- The modification increases the total contract value from $2.7 million to $13 million, driven by the extension of the agreement's duration from one year to five years. The Airport initially awarded a one-year term to validate the project's scope and schedule before committing to a long-term agreement.
- The overall budget for the Cargo Building 626.1 Project is $244.5 million, with project management services comprising approximately 5.4 percent of total costs.
- The project is funded by the Airport Capital Fund, primarily supported by Airport Revenue Bonds, with no federal grants allocated.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

Charter Section 9.118(b) states that any agreement entered into by a department, board, or commission that (1) exceeds ten years in term, (2) requires expenditures of $10 million or more, or (3) results in a modification of more than $500,000 shall be subject to Board of Supervisors approval.

BACKGROUND

San Francisco International Airport West Field Cargo Redevelopment

In 1992, the City certified a Master Plan Environmental Impact Report to address growing passenger and cargo requirements at San Francisco International Airport (Airport). Among the objectives was modernizing cargo facilities in the West Field (an area owned by the Airport) to increase operational efficiency. Five addenda were prepared in 2003, 2015, 2021 (two separate addenda), and 2022, covering the demolition of outdated structures and construction of modern replacements to meet current and future cargo and ground service equipment capacity needs.

Cargo Building 626.1 Project

The Airport's Cargo Building 626.1 Project supports the Airport's broader West Field redevelopment efforts. The project includes constructing a 289,000-square-foot, two-story cargo facility, demolishes Building 624 (a storage shed no longer in use), and coordinating with adjacent projects , paving upgrades, and potential ground service equipment facilities. The total project budget is $244.5 million, with completion anticipated around April 2028. A map of the project area is included in Appendix A to this report.

Request-For-Proposals

In August 2023, the Airport issued a combined Request for Proposals and Request for Qualifications to secure two project management support services contracts to support the Cargo 626.1 project (this contract) and the Cargo Building 720.1 & GSE Building 742 project (File 25-0082).

Seven proposals were received ; however, one proposal was deemed non-responsive for failing to meet LBE requirements. The firms and final scores are detailed below in Exhibit 1[1]. Proposals were evaluated based on experience (80 points), personnel (120 points), project approach (100 points), and an oral interview (250 points), for a total maximum score of 550 points.

[1] The panel consisted of two Project Managers from Public Works and two Project Managers from the Airport.

Exhibit 1: Final Request for Proposal Rankings (Out of 550 Possible Points)

Rank	Proposer	Total Score
1	Consor PMCM, Inc.	488
2	West Field Consultants, JV (WSP and AGS)	482
3	MCK Americas, Inc.	454
4	InnoActive Group	445
5	Deol Data, Inc.	184
6	Innovative Project Solutions	138

Source: Airport

As the request was issued for two separate projects (Cargo Building 626.1 and Building 720.1 & GSE Building 742), each proposer submitted a "preferred project" in a sealed envelope. The Airport awarded the top-ranked firm, Consor PMCM, Inc. (Consor), its chosen project (Cargo Building 626.1). The second-ranked firm, West Field Consultants, a Joint Venture, was then awarded the second project (Building 720.1 & GSE Building 742).

Contract History and Previous Modifications

On February 6, 2024, the Airport Commission awarded a project management support services contract for the Cargo Building 626.1 Project to Consor for an initial term of one year (May 2, 2024, through May 1, 2025) and four optional one-year extensions, with a not-to-exceed amount of $2.7 million. As originally planned, the Airport started with a one-year term to validate scope and schedule before committing to five years.

On October 1, 2024, the Airport Commission approved Modification No. 1, updating overhead rates with no change in cost or term.

On December 17, 2024, the Airport Commission approved Modification No. 2, increasing the contract amount by $10.3 million (from $2.7 million to $13 million), updating overhead rates[2], and exercising all four optional one-year extensions, extending the term through May 1, 2029.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves Modification No. 2 to the Airport's contract with Consor PMCM, Inc. (Consor) for project management support services, increasing the contract amount by $10.3 million (from $2.7 million to $13 million) and exercising the four-year extension, for a total term of May 2, 2024, through May 1, 2029. The extension covers design, construction, and closeout for the Cargo Building 626.1 project. The resolution also confirms the Board adopts

[2] Chaves & Associates' field office overhead rate was increased from 138.11 percent to 145 percent, while the home office rate (previously 145 percent) was made not applicable. This adjustment was made because the subconsultant provided an annual audited rate.

findings from the Master Plan Environmental Impact Review and addenda related to the project and updates overhead rates for one sub-consultant.

Scope of Work

Under the proposed modification, Consor will continue project management duties, including reviewing the design-builder's work, monitoring construction for compliance, managing daily tasks, performing regular site inspections, tracking budgets, maintaining schedules, and estimating costs. Consor will coordinate with the Airport's divisions, tenants, and external agencies, reducing conflicts and facilitating communication.

Project Status

The Airport reports construction and demolition are on schedule, with final completion expected around April 2028.

Environmental Review

The Planning Department reviewed multiple addenda to the Master Plan EIR, most recently in September 2024. According to the Airport, the project is within the scope of the 1992 EIR, with no new significant environmental impacts identified. The proposed resolution would have the Board of Supervisors affirm that determination.

Local Business Enterprise Program Participation

Consor has a 20 percent subcontracting requirement pursuant to the Local Business Enterprise program. To date, participation is 14.31 percent of the original contract value. Exhibit 2 below details the firms, their services, and percentage of the contract they are fulfilling.

Exhibit 2: Subcontractors Utilization To-Date and Projected Utilization

Firm	Service	Type and Size*	LBE Participation
Townsend Management, Inc.	Design Management/SEP	Micro MBE	6%
Chaves & Associates	Document Control	Micro WBE	4
RES Engineers, Inc.	Special Inspections, Materials Testing	Small MBE	4
Saylor Consulting Group	Cost Estimating and Project Controls	Micro WBE	6
Total			**20%**

Source: Airport

Note: *MBE refers to "Minority Business Enterprise," and WBE refers to "Women Business Enterprise" As defined by Chapter 14B of the San Francisco Administrative Code. "Micro" designates businesses with gross receipts under $14,050,000, while "Small" applies to businesses with gross receipts under $28,100,000.

Performance Monitoring

The Airport uses 31 performance criteria to assess professional service contracts, four of which did not apply to this contract. According to a September 2024 evaluation, of the remaining 27 criteria, the contractor met or exceeded expectations in 25. Two areas—reporting and personnel retention—were rated below expectations. Early in the project, the contractor encountered staff turnover and delayed the required documentation for personnel changes, causing a lapse in timely, accurate reporting. In discussions following the performance review, the contractor was reminded of expectations and committed to improving personnel and reporting processes, which the Airport reports have led to improved performance.

FISCAL IMPACT

The proposed Modification No. 2 raises the contract by $10.3 million, from $2.7 million to $13 million. Exhibit 3 summarizes revised allocations. As of January 2025, the spending to date on the contract was $911,742.

Exhibit 3: Total Consor Contract Costs for Cargo Building 626.1 (2024–2029)

Task	2024-25	2025-26	2026-27	2027-28	2028-29	Total
Program Level Support	$34,000	$473,000	$533,000	$551,000	$174,000	$1,765,000
Construction/Design Management	584,000	1,879,000	2,246,000	1,668,000	250,000	6,627,000
Project Controls	127,000	1,334,000	833,000	786,000	172,000	3,252,000
Material Testing & Special Inspection	21,000	613,000	551,000	32,000	11,000	1,228,000
Subject Matter Expert Support	21,000	32,000	32,000	32,000	11,000	128,000
	$787,000	**$4,331,000**	**$4,195,000**	**$3,069,000**	**$618,000**	**$13,000,000**

Source: Airport

Note: These figures represent estimated forecasts based on 'contract years.' The first column covers May 2024 through April 2025, the second column covers May 2025 through April 2026, and so on. The final column represents the period from May 2028 through the end of the contract.

The increase in the contract is driven by extending the agreement duration from one year to five years and the majority of the funding is for construction oversight and document control through May 2029. Costs for each task are based on the number of contract hours, for which base rates range from $40 - $150 per hour, plus overhead rates ranging from 110.06% to 160%. Rates may be adjusted annually by the Consumer Price Index.

The proposed not-to-exceed amount of $13,000,000 is $2,300,000 higher than the Airport's original estimate of the contract value, $10,700,000. The Project recently completed its programming phase with the design-builder and stakeholders and additional project management work is needed to define the final project design.

Total Project Costs

The total budget for the Cargo Building 626.1 Project is $244.5 million, as outlined in Exhibit 4. The largest portion—$215.55 million—is allocated to construction services, accounting for 88.2 percent of the total budget. Internal Airport costs total $15.75 million (6.4 percent), while project management expenses amount to $13.19 million (5.4 percent).

Exhibit 3: Total Cargo Building 626.1 Project Costs

Category	Cost
Airport Internal Costs	$15,753,000
Construction services	215,553,000
Project Management (5.4 percent)	13,194,000
Total Overall Project Budget	**$244,500,000**

Source: Airport

The Airport's project budget shows that project management services account for $13,194,000, or $194,000 more than the proposed $13,000,000 contract. Under Charter Section 9.118(b), if the proposed resolution is approved, the Airport may amend the contract value up to an additional $500,000 without further Board of Supervisors approval.

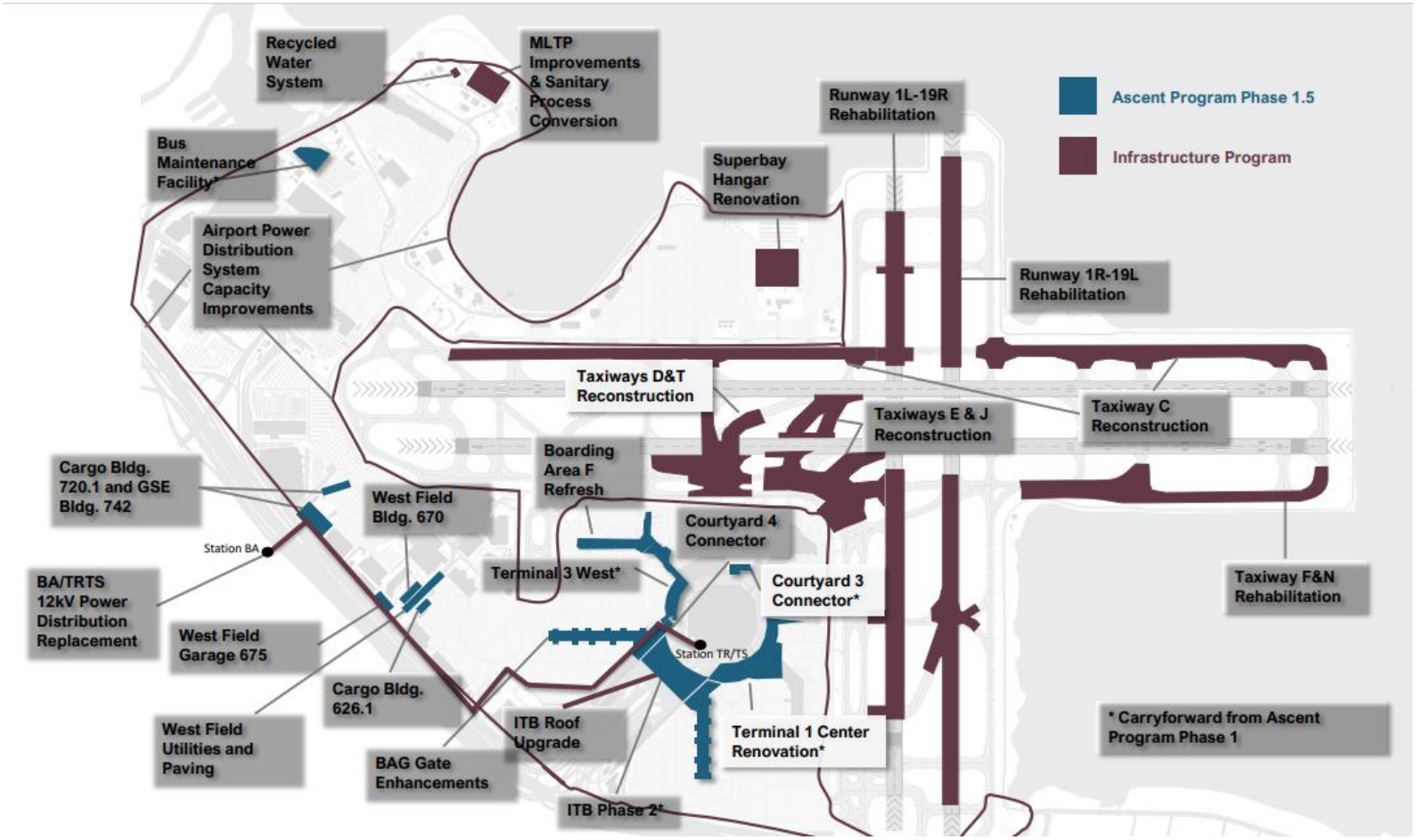
Funding Source

The Cargo Building 626.1 project is funded by the Airport Capital Fund, which primarily consists of Airport Revenue bonds. There is no federal grant funding for this portion of the project.

RECOMMENDATION

Approve the proposed resolution.

Appendix A: Airport Project Locations



City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128

Modification No. 2

This Modification is made this 1st day of March 2025, in the City and County of San Francisco, State of California, by and between: Consor PMCM, Inc., 1663 Mission Street, Suite 425, San Francisco, CA 94103 (the "Contractor") and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Airport Commission (the "Commission").

Recitals

A. City and Contractor entered into the Agreement for the San Francisco International Airport (the "Airport" or "SFO") for Project Management Support Services for the Cargo Building 626.1 Project; and

B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

C. On February 6, 2024, by Resolution No. 24-0016, the Commission awarded this Agreement to the Contractor for a term of one (1) year with a not-to-exceed amount of $2,700,000 and four one-year options to extend the term; and

D. On October 1, 2024, City and Contractor administratively modified the Agreement to update standard contractual clauses and update overhead rates through Modification No. 1; and

E. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, extend the term of the Agreement, and direct the Commission Secretary to seek Board of Supervisors approval; and

F. On December 17, 2024, by Resolution No. 24-0264, the Commission approved Modification No. 2, increasing the contract amount by $10,300,000 for a new total contract amount not to exceed $13,000,000, exercising each of the four one-year options to extend the term of the Agreement for services for four additional years, and directing the Commission Secretary to seek Board of Supervisors approval of Modification No. 2; and

G. On *(DATE),* by Resolution No. *(BOS RESO #),* the Board of Supervisors approved this Modification No. 2 under San Francisco Charter Section 9.118(b), authorizing an increase to the contract amount of $10,300,000 for a new total not-to-exceed amount of $13,000,000; and

H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46560 -22/23 on July 17, 2023; and

I. Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement.

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Article 1.1 Agreement** is replaced as follows:

1.1 "Agreement" means the contract document dated April 11, 2024, and Modification No.1 dated October 1, 2024, including all attached appendices and all applicable City ordinances and "Mandatory City Requirements," which are specifically incorporated by reference into the Agreement.

2. **Article 2.1 Term** is hereby amended to indicate that the term commenced on **May 2, 2024,** and will expire on **April 30, 2029,** unless earlier terminated as otherwise provided in this Agreement.

3. **Article 3. Financial Matters, 3.3. Compensation, Section 3.3.1 Calculation of Charges** is hereby amended to increase the total compensation payable by Ten Million Three Hundred Dollars **($10,300,000)** for a new total not-to-exceed amount of Thirteen Million Dollars **($13,000,000).**

4. **Paragraph 3.1** of **Appendix B, Calculation of Charges**, is replaced in its entirety with the following:

3.1 Direct Labor Rates and Direct Labor Rate Adjustments

a. Salaried personnel shall be paid for a maximum of 40 hours per week with no overtime. Salaried personnel assigned to multiple projects shall be paid on a pro-rata share of a 40-hour week. Contractor shall provide copies of signed timecards or other verifiable time records showing all assigned projects and the shared calculation.

b. The approved direct labor rate ranges stated in Paragraph 3.5 below shall be in effect for the duration of the Agreement unless modified at the Airport's sole discretion. Any changes to the direct labor rate ranges must be approved by the Airport and included in a written modification to the Agreement.

c. Contractor shall request direct labor rate adjustments in accordance with the following procedures:

i. At the written request of Contractor, the Airport may approve an adjustment to the direct labor rates for individual staff who have been actively providing services under the Agreement for a minimum of one (1) year.

ii. If approved by the Airport, the annual rate adjustment will be based on the December increase in the Consumer Price Index (CPI) for the preceding twelve (12) months for the San Francisco Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, under the title of: "All Urban Consumers – San Francisco-Oakland-Hayward, California." This December-based CPI will be used for optional annual rate adjustments for the entire calendar year.

iii. The Airport will analyze requests for rate adjustments to determine if the requested adjustment(s) will cause any individual staff direct labor rates to exceed the approved direct labor rate range for their respective classification. Should any of the new rate(s) exceed the approved direct labor rate range(s), and if the rate adjustment is approved by the Airport, the Airport will modify the Agreement. These new rates will be effective upon certification of the contract modification.

iv. If all new rates fall within the approved direct labor rate ranges, the new rates will be effective upon receipt of written approval from the Airport Project Manager.

d. No other adjustments will be allowed unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

5. **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.2 Overhead Rates** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3.2 Overhead Rates** are as follows:

CONTRACTOR	FIELD OFFICE OVERHEAD RATE	HOME OFFICE OVERHEAD RATE
Consor PMCM, Inc.	117.59%	N/A

APPROVED FIRST-TIER SUBCONTRACTORS	FIELD OFFICE OVERHEAD RATE	HOME OFFICE OVERHEAD RATE
Chaves & Associates	145%	N/A
RES Engineers, Inc.	145%	160%
Saylor Consulting Group	110.06%	114.55%
Stok, LLC	145%	160%
The Allen Group	145%	N/A
Townsend Management, Inc.	145%	N/A

6. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

7. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	**CONTRACTOR**
By: _____ Mike Nakornkhet, Airport Director	_____ Authorized Signature
Attest:	_____ Printed Name
	_____ Title
By _____ Kantrice Ogletree, Secretary Airport Commission	
Resolution No:	_____ Authorized Signature
Adopted on:	_____ Printed Name
	_____ Title
Approved as to Form:	
David Chiu City Attorney	Consor PMCM, Inc. 1663 Mission Street, Suite 425 San Francisco, CA 94103 415-543-6515
By _____ Daniel A. Edington, Deputy City Attorney	City Supplier Number: 0000038524 Federal Employer ID Number: 83-0811094

CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER

CONTRACT WITH:

CONSOR PMCM, INC
1663 MISSION STREET, SUITE 425
SAN FRANCISCO, CA 94103

Original

Modification - Increase

- Decrease

Others

*	Department: 27 Airport Commission		PS PO: 0000824634
	Department Contact: SAMUEL CHUI		Tel. No: (650) 821-5440
	PS Contract ID : 1000032411		Date: 05/01/2024 Page 1 of 1
	Category Code 91200	Supplier No. 0000038524	Job No. CT 11918.41
	Period Covered: One year		Amount: $101,000.00

FOR THE PURPOSE OF: CT 11918.41 – PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT

TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF $$2,700,000 FOR THE FIRST YEAR OF SERVICES.

PSC 46560 - 22/23 (09/01/2023- 08/31/2028) APPROVED AMOUNT $1,500,000,000
PSC FORM 2 APPROVED AMOUNT: $2,700,000

THIS ENCUMBRANCE: 101,000.00 (0000824634) -FR5201 and 5478

TOTAL ENCUMBRANCE: $101,000.00

CONTRACT PERIOD:
THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE OF THE NOTICE TO PROCEED AND EXPIRE ONE YEAR LATER UNLESS EARLIER TERMINATED AS OTHERWISE PROVIDED IN THIS AGREEMENT.

CONTRACT AWARD:
$2,700,000 FOR THE FIRST YEAR OF SERVICES PER COMMISSION RESOLUTION NO. 24-0016.

Insurance Required	Expiration Date	Amount
Worker's Comp.	12/31/2024	$1,000,000
Genernal Liab.	12/31/2024	$2,000,000
Automobile	12/31/2024	$2,000,000
Excess Liability	12/31/2024	$1,000,000
Professional Liab.	12/31/2024	$1,000,000

Mail Invoice to: SAMUEL CHUI
PLANNING, DESIGN & CONSTRUCTION

San Francisco Airport Commission
P.O. Box 8097
San Francisco, CA 94128

RECOMMENDED AND APPROVED

IVAR C. SATERO Airport Director	Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date:
By: DocuSigned by: Joyce Chan B0B2612647D5468...			5/2/2024

Ln. No.	Document	Amount	Chartfield					
			Account	Fund	Dept	Authority	Project	Activity
1	0000824634	1,000.00	527990	19424	109722	10340	10039964	0031
2	0000824634	100,000.00	527990	19427	109722	10340	10039964	0031

City and County of San Francisco

Airport Commission
P.O. Box 8097
San Francisco, California 94128

Agreement between the City and County of San Francisco and

Consor PMCM, Inc.

Contract No. 11918.41

This Agreement is made this April 11, 2024, in the City and County of San Francisco, State of California, by and between: Consor PMCM, Inc., 1663 Mission Street, Suite 425, San Francisco, CA 94103 (the "Contractor") and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Airport Commission (the "Commission").

Recitals

A. The Commission wishes to enter into an Agreement for Project Management Support Services for the Cargo Building 626.1 Project for the San Francisco International Airport (the "Airport"); and

B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

C. On June 6, 2023, the Commission issued a Request for Qualifications/Request for Proposals ("RFQ/RFP"), which was required by the San Francisco Administrative Code ("Administrative Code") Section 6.40, and as a result of the selection process prescribed in the RFQ/RFP and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified proposer receiving the highest evaluation score; and

D. On February 6, 2024, by Resolution No. 24-0016, the Commission awarded this Agreement to the Contractor for a term of one (1) year and a not-to-exceed amount of $2,700,000; and

E. The Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement is 20%; and

F. The Contractor represents and warrants that it is qualified to perform the Services required by the City under this Agreement; and

G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46560 -22/23 on July 17, 2023

Now, THEREFORE, the Parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices and all applicable City Ordinances and Mandatory City Requirements, which are specifically incorporated by reference into this Agreement.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration, referred to as "Purchasing," or the Director's designated agent, the Commission.

1.3 "City Data" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 "CMD" means the Contract Monitoring Division of the City.

1.5 Confidential Information

1.5.1 "Confidential Information" means confidential City information including, but not limited to, personally identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq*.); the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq*.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); and Administrative Code Chapter 12M ("Chapter 12M").

1.5.2 "Confidential Information" also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, "Confidential Information" includes security or security-related information, whether or not such information constitutes sensitive security information ("SSI") as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Agreement.

1.5.3 "Confidential Information" is confidential regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret, or other protected information identified as Confidential Information by the Airport.

1.6 "Contractor" means Consor PMCM, Inc., 1663 Mission Street, Suite 425, San Francisco, CA 94103

1.7 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement,

including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.8 "Digital Signature" means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

1.9 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.10 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.11 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions, and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the date of the Notice to Proceed and expire one year later unless earlier terminated as otherwise provided in this Agreement.

2.2 The City has four (4) options to extend the Agreement for a period of one year each. The City may exercise each option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation under this Agreement shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the BOS. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Guaranteed Maximum Costs**. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the

Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes have been satisfactorily performed. In no event shall the amount of this Agreement exceed Two Million Seven Hundred Thousand Dollars ($2,700,000). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." A portion of the payment may be withheld until the conclusion of the Agreement if agreed to by both Parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until the Commission approves the goods and/or Services delivered under this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered under this Agreement that do not conform to the requirements of this Agreement may be rejected by the City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide goods and/or Services consistent with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided in this Agreement.

3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the City's financial and procurement system ("PeopleSoft") Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **LBE Payment and Utilization Tracking System.** If LBE Subcontracting Participation Requirements apply to a Contract awarded under this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: https://sfcitypartnersfgov.org/pages/training.aspx.

3.3.6 **Getting Paid by the City for Goods and/or Services.**

(a) The City and County of San Francisco utilize the Paymode-X® service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in PeopleSoft via eSettlement. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.7 **Grant Funded Contracts** – Not applicable.

3.3.8 **Payment Terms.**

(a) **Payment Due Date**: Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Payment Discount Terms:** Not Applicable.

3.4 **Audit and Inspection of Records**. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Sections 6.80-6.83, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in San Francisco Administrative Code Section 6.83.

3.6 **Payment of Prevailing Wages**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Administrative Code Section 6.22(e) [Prevailing Wages] or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Administrative Code Sections 6.22(e) and 21C are incorporated as provisions of this Agreement as if fully set forth in this Agreement and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the BOS and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement, as applicable. For trade work covered by the provisions of Administrative Code Section 21C, Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the BOS, to all workers employed by Contractor who perform such Covered Services under this Agreement. Copies of such rates are available from the Office of Labor Standards and Enforcement ("OLSE") and on the Internet at https://sfgov.org/olse/prevailing-wage-non-construction . For trade work covered by the provisions of Administrative Code Section 6.22(e), Contractor agrees that it shall pay not less than the prevailing wage rates as fixed and determined by the California Department of Industrial Relations for the County of San Mateo to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of such rates are available from the OLSE and on the Internet at http://www.dir.ca.gov/DLSR/PWD.

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform**. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

4.2 **Qualified Personnel.** Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 **Subcontracting**.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" and Article 13 "Data and Security" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B, Calculation of Charges.

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor**. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the Services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any

retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, Federal Insurance Contributions Act, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing consistent with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and consistent with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses**. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status under this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment**. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations under this Agreement, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved in the same manner as this Agreement consistent with the Administrative Code. The City's approval of any such Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately

notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4.6 **Warranty**. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Liquidated Damages** – Not applicable.

4.8 **Bonding Requirements** – Not applicable.

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability under Section 5.2, "Indemnification" of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $2,000,000 for each occurrence and $4,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products, and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than $2,000,000 for each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **$1,000,000** for each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than **$2,000,000** for each claim with respect to negligent acts, errors, or omissions in connection with the Services.

(e) Technology Errors and Omissions Liability Coverage – Reserved.

(f) Cyber and Privacy Insurance Coverage – Reserved.

(g) Pollution Liability Insurance – Reserved.

5.1.2 **Additional Insured Requirements.**

(a) The Commercial General Liability policy must name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) The Commercial Automobile Liability Insurance policy must be endorsed to include (i) Auto Pollution Additional Insured Endorsement naming as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees; and (ii) Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

5.1.3 **Waiver of Subrogation Requirements.** The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 **Primary Insurance**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made, or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made, or suit is brought.

(c) The Pollution Liability Insurance Primary Insurance Endorsement – Not applicable.

5.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable

to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability under this Agreement.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification**. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (a) injury to or death of a person, including employees of City or Contractor; (b) loss of or damage to property; (c) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (d) strict liability imposed by any law or regulation; or (e) losses arising from Contractor's execution of subcontracts not consistent with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (a) – (e) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.3 **Indemnification and Defense Obligations for Design Professionals**. To the extent design professional services are performed under this Agreement, if any, the following indemnity and defense obligations shall apply:

5.3.1 **Defense Obligations**. To the fullest extent permitted by law, Contractor shall, following a tender of defense from City, assume the immediate defense of (with legal counsel subject to approval of the City), the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature, and description including, without limitation, injury to or death of any person(s) and incidental and consequential damages (collectively "Damages"), court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation (collectively "Litigation Expenses"), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part,

the alleged negligence, recklessness, or willful misconduct of Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities"). City will reimburse Contractor for the proportionate percentage of defense costs exceeding Contractor's proportionate percentage of fault as determined by a Court of competent jurisdiction.

5.3.2 **Indemnity Obligations**. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Indemnitees from and against any and all Liabilities, including but not limited to those for Damages or Litigation Expenses specified in Section 5.3.1.

5.3.3 **Copyright Infringement**. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

5.3.4 **Severability Clause Specific to Indemnification and/or Defense Obligations**. To the extent any Court of competent jurisdiction or law invalidates any word, clause, phrase, or sentence in this Agreement that word, clause, phrase, or sentence, and no other portion, shall be deemed removed from this Section. All other words, clauses, phrases and/or sentences remain enforceable to the fullest extent permitted by law.

Article 6 Liability of the Parties

6.1 **Liability of City**. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment**. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented, or loaned by City.

6.3 **Liability for Incidental and Consequential Damages**. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered under this Agreement. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's

compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by California Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., California Revenue and Taxation Code Section 64, as amended from time to time). Contractor agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Under San Francisco Business and Tax Regulations Code Section 6.10-2, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term of this Agreement, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third

parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within thirty (30) days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the supplier, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the

prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded under the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 **Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated into this Agreement by reference, and such default is not cured within ten days after written notice of such default from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor under the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights**. The omission by either Party at any time to enforce any default or right reserved to it or to require performance of any of the terms, covenants, or provisions of this Agreement by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Service and Delivery of Goods	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability
8.2.2	Exercise of Default Remedies	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times,

and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights in Deliverables

9.1 **Ownership of Results**. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire**. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference**. The full text of the laws listed in Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at: http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest**. By executing this Agreement, Contractor certifies that it does not know of any fact that constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with Administrative Code Chapter 12G ("Chapter 12G"), which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with Administrative Code Chapter 12K ("Chapter 12K"), the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to

hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history. Contractor is required to comply with all of the applicable provisions of Chapter 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements**

10.5.1 **Nondiscrimination in Contracts**. Contractor shall comply with the provisions of Administrative Code Chapters 12B and 12C. Contractor shall incorporate by reference in all subcontracts the provisions of Administrative Code Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Administrative Code Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits**. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in Administrative Code Section 12B.2.

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall use LBE subcontractors for at least 20% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 **Minimum Compensation Ordinance**. If Administrative Code Chapter 12P ("Chapter 12P") applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of Chapter 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q ("Chapter 12Q") applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Administrative Code Section 12Q.3. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any subcontract entered into by Contractor shall require any subcontractor with 20 or more

employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Administrative Code Chapter 83 ("Chapter 83"), that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to or removed from City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using, or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages or being under the influence of alcohol.

10.11 **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code ("Section 1.1.126"), which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 **Slavery Era Disclosure – Not applicable.**

10.13 **Working with Minors – Not applicable.**

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Administrative Code Chapter 12T ("Chapter 12T"), "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth in this Agreement. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of Chapter 12T, irrespective of the listing of obligations in

this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes Airport property. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Public Access to Nonprofit Records and Meetings – Not applicable.**

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the provided remedies for noncompliance.

10.17 **Distribution of Beverages and Water – Not applicable.**

10.18 **Tropical Hardwood and Virgin Redwood Ban**. Under San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

10.19 **Preservative Treated Wood Products – Not applicable.**

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or email and shall be addressed as follows:

To City:
Samuel Chui
Airport Project Manager
San Francisco International Airport
P.O. Box 8097
San Francisco, California 94128
Email: samuel.chui@flysfo.com

To Contractor:
Ismael G. Pugeda
Senior Vice President
Consor PMCM, Inc.
1663 Mission Street, Suite 425
San Francisco, CA 94103
Email: ismael.pugeda@consorpmcm.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice of the change to the other Party. If email notification is used, the sender must specify a receipt notice.

11.1.1 The Parties consent to the use of Digital Signatures, affixed using the City's DocuSign platform, to execute this Agreement and all subsequent modifications.

11.2 **Compliance with Americans with Disabilities Act**. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements and all other applicable federal, state, and local disability rights legislation.

11.3 **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code Section 6250 *et. seq*.), and the San Francisco Sunshine Ordinance, (Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by a written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the Department to submit to the Director of CMD any amendment, modification, supplement, or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 **Dispute Resolution Procedure**.

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of Services under this Agreement. If the Parties are unable to resolve the dispute, then, under Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations consistent with this Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of Administrative Code Chapter 10 and California Government Code Section 900, *et seq*. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code claim requirements set forth in Administrative Code Chapter 10 and California Government Code Section 900, *et seq*.

11.7 **Agreement Made in California; Venue**. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement**. This Agreement sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws**. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting**. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the Services consistent with the terms and conditions of this Agreement, implementing task orders, the RFQ/RFP, and Contractor's proposal dated September 12, 2023. The RFQ/RFP and Contractor's proposal are incorporated by reference as though fully set forth in this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control over the RFQ/RFP and the Contractor's proposal.

11.14 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data consistent with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

Article 12 Requirements For Airport Contracts

12.1 **Airport Commission Rules and Regulations.** Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations.

12.2 **Airport Intellectual Property.** Under Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it would not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted

publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior written consent.

12.3 **Labor Peace/Card Check Rule.** Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules and Regulations, for all Covered Contracts, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023 by Airport Commission Resolution No. 23-0018 (as amended the "Labor Peace/Card Check Rule"). To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport determines that Contractor violated the Labor Peace/Card Check Rule, the Airport shall have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport. Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule.

12.4 **Federal Fair Labor Standards Act.** This Agreement incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.5 **Occupational Safety and Health Act of 1970.** This Agreement incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12.6 **Federal Nondiscrimination Requirements.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

12.6.1 **Compliance with Regulations.** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

12.6.2 **Nondiscrimination.** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

12.6.3 **Solicitations for Subcontracts.** Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each

potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

12.6.4 **Information and Reports.** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

12.6.5 **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

12.6.6 **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.6.7 **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC §6101 *et seq*.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration's Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 *et seq*.).

Article 13 Data and Security

13.1 Nondisclosure of City Data, Private or Confidential Information.

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of Administrative Code Chapter 12M ("Chapter 12M"), Contractor and subcontractor shall use such information only consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data and /or Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own confidential information.

13.2 Payment Card Industry ("PCI") Requirements – Not applicable.

13.3 Business Associate Agreement – Not applicable.

13.4 **Management of City Data and Confidential Information**

13.4.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing in this Agreement shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 **Disposition of Confidential Information**. Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," consistent with National Institute of Standards and Technology Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 14 MacBride And Signature

14.1 **MacBride Principles -Northern Ireland**. The provisions of Administrative Code Chapter 12F are incorporated by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	**CONTRACTOR**
By: DocuSigned by: Ivar C. Satero 4/25/2024 8CFDC3E91205448... Ivar C. Satero, Airport Director	DocuSigned by: Ismael Pugeda E2A29CC2E89D48D... Authorized Signature
Attest:	Ismael G. Pugeda, Senior Vice President Consor PMCM, Inc. 1663 Mission Street, Suite 425 San Francisco, CA 94103 415-543-6515
By DocuSigned by: 85B9720881A341D... Kantrice Ogletree, Secretary Airport Commission	City Supplier Number: 0000038524 Federal Employer ID Number: 83-0811094
Resolution No: 24-0016 Adopted on: February 6, 2024	
Approved as to Form: David Chiu City Attorney	
By DocuSigned by: Daniel Edington FAC8F38F96494BF... Daniel A. Edington, Deputy City Attorney	

Appendices
A: Scope of Services
B: Calculation of Charges

APPENDIX A
SCOPE OF SERVICES

The Contractor is responsible for providing all necessary staffing and services to execute the Scope of Services for Project Management Support Services (PMSS) for Project 11918.41 - Cargo Building 626.1 Project ("Project") at the San Francisco International Airport ("Airport").

Throughout the Project's duration, PMSS support will involve project coordination, scheduling, cost estimation, project controls, peer review, and supervision of the Project's Design-Builder under the guidance of the Airport Project Manager. Additionally, the PMSS scope may encompass program-wide support for the entire West Field Development Program, including coordinating schedules and logistics between adjacent projects, program-level reporting, commissioning and activation support, and program-level oversight.

The Contractor will be responsible for overall management and oversight of the Project throughout its lifecycle under the direction of the Airport Project Manager.

A. PROJECT CONTROLS AND REPORTING

Contractor shall provide the following project controls and reporting services:

1. Utilize systems that are compatible with current Airport project control software. These systems include, but are not limited to:

    a. Last Planner® for scheduling

    b. Primavera Unifier (Unifier) for cost management and business processes

    c. CIP Planner for project financial planning

    d. OpenText eDocs for document control

    e. Microsoft Outlook for emails

    f. AutoCAD and REVIT

2. Ensure project execution is in compliance with the Airport’s Virtual Design and Construction (VDC) engagement strategies, requirements, standards, guides, templates, and supporting files. In addition, the Contractor shall ensure project deliverables are compatible with the Airport’s choice of authorizing software such as Autodesk® product suite, ESRI® ArcGIS product suite, and Open Spatial® product suite such as Munsys.

3. Input real-time project data into the Airport-provided project management system, Unifier. The data will be used to report on the progress of the Project, including information on the Contractor and subcontractors’ Services, percentage of completion of Services, current estimates, forecasted Contract growth, trade package buyouts, updated monthly schedules, including projected time to completion and estimated cost to complete the Services, digital progress photographs, logs for requests for information, submittals, and shop drawings, pending and approved change orders, meetings minutes, and other Project metrics as requested by the Airport.

4. Ensure that real-time data is readily available by performing timely data entry into Unifier to. Contractor shall perform quality control before submitting information to the Airport.

5. Provide an environment that allows the design-builder to uniformly exchange information and collaborate with other contractors and owners relating to project budgets, costs, estimates, risk, schedule, progress, dependencies, and areas of support using the Stakeholder Engagement Process (SEP) to maintain transparency between interfacing with adjoining projects.

6. Produce reports and deliverables that help the Airport manage the Project and make decisions. Reports and deliverables shall be outputted from and generated using the data entered into Unifier. At the request of the Airport, hard copies and colored duplicates shall be made available. The reports and deliverables shall include, but are not limited to, the following:

    a. A monthly report to the Airport on Services provided under the Agreement in a format consistent with the Airport's reporting process. Contractor shall report on its progress and any problems in performing the Services of which Contractor becomes aware.

    b. Project cost and budget reports as part of the required monthly report in a format determined by the Airport to include total project budget amounts, total project cost to date, earned value estimates, trends, and forecasts. Reports shall include costs and payments to the design-builder and Airport costs and expenses.

    c. Update schedules by monitoring progress in relation to the existing baseline schedules for adjoining projects. Prepare detailed monthly schedule reports and schedule trend reports. Provide schedule recovery recommendations on a monthly basis and anticipated schedule phases.

    d. Monthly cash flow and trend reports and additional reports as requested by the Airport.

    e. Report all potential and anticipated Project risks and issues. Provide cost recovery recommendations on a monthly basis.

    f. Quality assurance and quality control processes and how these are being engaged on a monthly basis.

    g. A monthly safety report.

    h. Other reports and presentations so that varying levels of details can be communicated to different management levels within the Airport organization as well as to the public, as requested. Contractor shall provide reports monthly, quarterly, annually, or as requested by the Airport.

7. Provide high-level Project cost information to the Airport's Capital Program Support Services Consultant (CPSS Consultant) for input into the overall program-level management and coordination of the Airport's Capital Improvement Plan (CIP).

B. PROJECT SCHEDULING SERVICES

1. Using scheduling tools, Contractor shall provide the following project schedules and analysis services:

a. Compile applicable schedules from Airport staff, major tenants, design-builder, and other agencies to prepare a Level 1 schedule for the Program using scheduling tools as requested by the Airport. The Level 1, or Contract Master Schedule, is a summary level schedule that establishes key completion objectives for the Program. At a minimum, it defines the overall period of performance, major milestones, contractual milestones, deliverables, and other major Program phases. The Level 1 schedule shall also show milestones that interface with other adjoining projects.

b. Develop, review, update, and monitor Program schedules to the required management level during all Program phases as directed by the Airport Project Manager.

c. Provide high-level Program schedule information to the CPSS Consultant for input into the overall program-level management and coordination of the Airport's CIP.

2. The Contractor shall also participate in scheduling meetings, including Critical Path Method scheduling and collaborative scheduling, such as the Last Planner® System. The Contractor shall report back to the Airport Project Manager on Program constraints that have been identified and tracked with a constraint log. The Contractor shall support the Airport in resolving constraints identified by the design-builder.

C. PROJECT BUDGET AND ESTIMATING SERVICES

Contractor shall support Airport financial analyses by performing the following tasks:

1. Prepare and review Project hard and soft cost budget estimates, establishing the Project baseline budget. The estimates shall follow a Services Breakdown Structure consistent with Airport requirements.

2. Analyze the financial consequences of design alternatives, sustainability alternatives, alternatives resulting from value engineering reviews of design and construction techniques, and costs due to site and schedule constraints.

3. Provide project-level cost and trend management services.

4. Provide a wide range of cost estimates, including pre-construction, concept, budgetary, design, construction, and engineer's estimates.

5. Use the cost management system provided by the Airport.

6. Establish, review, and support Airport staff in making appropriate budgetary contingencies and reviewing Project risks.

7. Provide budget and funding report services, documenting sources of funds and cash flow projections for the Project.

8. Develop and maintain procedures to forecast Project costs and advise the Airport on corrective actions if forecasted budgets are to be exceeded.

9. Prepare and review life cycle costs, including operations and maintenance costs. Utilize triple bottom line cost-benefit analysis to demonstrate the long-term value of proposed projects and technologies using Autocase or approved equal.

10. Prepare budgeting information for the implementation strategies, including costs of delay/inaction along with economic, social, and environmental benefits using triple bottom line cost-benefit analysis (as described in Envision and the SFO Sustainable Planning, Design, and Construction Standards) to allow the Airport to compare proposed strategies during the design process.

11. Reconcile the Project scope with appropriate budgets.

12. Prepare preliminary estimates of construction costs and times of completion for the Project.

D. DOCUMENT CONTROL SERVICES

The Contractor shall provide, but not be limited to, the following document control services:

1. Use Airport's document control system and tools for the Project and provide training.

2. Maintain all the Project documentation in an integrated, accessible electronic format with hard copy stored in a retrievable system as directed by the Airport.

3. Using the Airport-provided Project Management System, maintain status logs of Project documents such as design activities and status, requests for information, submittals, substitution requests, etc.

4. Develop and maintain systems, including project e-mail document control repository, to efficiently distribute Project documents to the Design-Builder, external agencies, City departments, and other stakeholders as directed.

E. SPECIALIZED TECHNICAL SUPPORT SERVICES

The Contractor shall provide specialized services to manage the complex programming, design, construction, activation, and closeout issues, including but not limited to the systems listed below. The Contractor's team should include individual team members with specific expertise in each of the following areas.

1. Cargo or warehousing design and construction.
2. Tenant coordination.
3. Underground utility design and installation.
4. Commissioning and Activation.

F. AIRPORT STRATEGIC PLAN

The Contractor shall assist in the advancement of the Mission, Vision, Overall Goals, and Core Values in the Airport Strategic Plan, which can be found using the following link:

https://www.sfoconnect.com/sites/default/files/2024-01/sfo_stratplan_doc_approved_231107_2_1.pdf

G. STRUCTURED COLLABORATIVE PARTNERING PROCESS

The Contractor shall assist in the advancement of the Mission, Vision, Overall Goals, and Core Values in the Airport Strategic Plan, which can be found using the following link:

https://www.sfoconnect.com/sites/default/files/2024-01/sfo_stratplan_doc_approved_231107_2_1.pdf

H. STAKEHOLDER ENGAGEMENT PROCESS PARTICIPATION AND ADMINISTRATION

Contractor shall coordinate, participate in, and document the SEP process throughout the Project lifecycle and:

1. Manage the overall SEP process for the Project, including organizing the SEP groups, scheduling and coordinating meetings and ensuring that invitees can attend, assigning SEP leaders where Airport staff is not available and providing administrative and documentation support, including the preparation and distribution of meeting agendas and minutes and tracking action items.

2. Manage the identified next steps, action items, and due dates by ensuring project teams complete the anticipated deliverables; or request extensions and communicate any delays, if necessary.

3. Provide updated schedules and pertinent project information to Airport stakeholders in a timely manner.

4. Host pre-meets with Airport staff, prepare content in advance and facilitate meeting sessions, which include navigating various meeting elements and authoring software and files.

5. Prepare the Project requirements narrative as appropriate and approved by the Airport Project Manager and oversee the inclusion of requirements into design-build construction documents.

6. Use the SEPs to prepare for all commissioning, activation, and simulation activities.

I. COMMISSIONING, ACTIVATION, AND SIMULATION (CAS)

CAS is a standardized Airport process used to bring newly constructed or renovated buildings to fully functional Airport facilities. To support this goal, the Airport has developed the CAS Standards document, which details the procedures required to transition a construction project into an operationally ready facility and to ensure the smooth operation of the facility, its associated systems, and staff on opening day.
The Contractor shall provide CAS services as described in the Airport's Commissioning, Activation, & Simulation (CAS) Standards and this Document and shall be responsible for managing and delivering the CAS process from Programming through Project Closeout. The CAS standards will be available using the following link: https://www.sfoconnect.com/abr-ae-standards-tenant-improvement-guide.

The Contractor shall fulfill the role of the Commissioning Provider (CxP). The CxP is the designated entity responsible for managing the Commissioning process (Cx) for the Airport, including the development and execution of the Cx plan(s).

There may be two (2) Commissioning Providers one for sustainability systems and one for Airport systems such as security and/or passenger processing:

1. The Contractor shall provide a Sustainability Commissioning Provider (SCxP), who shall be responsible for managing the Sustainability Commissioning (SCx) process for the Airport, as required by codes, LEED, and/or Envision, and as described in the CAS Standards.

2. The Contractor shall provide an Airport Commissioning Provider (ACxP), who shall be responsible for managing the Airport Commissioning process for the Airport, as described in the CAS Standards.

CxP responsibilities include but are not limited to:

a. Lead the development of the Owner's Project Requirement (OPR) document during the Programming Phase, using the template provided in the CAS Standards.

b. Prepare the technical Cx specifications for incorporation into the Contract Documents by the design-builder, using the templates provided in the CAS Standards.

c. Perform technical reviews of project design documents.

d. Organize and lead the Cx process and Cx meetings.

e. Leverage the expertise of various subject matter experts hired by the design-builder to commission the Sustainability and Airport systems through the CAS process.

f. Develop and implement the Cx Plan(s) that identifies the equipment and systems required to be commissioned to proceed with Activation and Simulation activities, using the template provided in the CAS Standards.

g. Prepare Functional Performance and Integrated System Tests, except when tests are developed by the design-builder.

h. Witness system start-up and testing.

i. Prepare and maintain the Cx Issues Log.

j. Provide documentation as needed for LEED certification.

k. Provide a conduit for communication and coordination with Airport stakeholders and ensure the Airport's interests are addressed throughout the CAS process.

l. Prepare and submit the final Commissioning Report to the Airport, which details the commissioning process and all completed commissioning activities and recommends acceptance to the Airport.

m. Conduct warranty review approximately 10 months after substantial completion and update the Final Commissioning Report and Cx Issues Log with performance or warranty issues identified from review.

The Contractor is responsible for managing the Activation and Simulation processes for the Airport, including the development and execution of the Activation and Simulation plans using the templates provided in the CAS Standards.

Contractor responsibilities as part of the Activation process include but are not limited to:

1. Develop and lead the implementation of a project-specific Activation Plan in accordance with the Airport's operational needs, using the template provided in the CAS Standards.

2. Develop a list of Activation activities and milestones for inclusion into the project schedule.

3. Prepare and manage Activation checklists.

4. Assist the Airport in preparing and delivering presentations to the CAS Steering Committee throughout the project life cycle.

5. Identify the Airport staff that will be needed to manage, operate, and maintain the facility and its related systems.

6. Prepare a matrix of projected Airport stakeholder CAS participation to provide a projection of resource needs for the project.

7. Develop and maintain an Activation issues log (consolidated with Simulation issues).

8. Develop and execute the training and familiarization program to prepare the Airport stakeholders and tenants to be able to operate and maintain the new facility.

9. Prepare and coordinate operational trials to demonstrate how Airport personnel can operate systems and processes during normal, irregular, and emergency conditions.

10. Develop Activation operational maps tailored to the specific Airport stakeholder groups' functions.

11. Facilitate assessments with Airport stakeholders for additional staffing requirements and service level agreements for the new facility, equipment, and/or systems.

12. Organize and lead facility readiness and go-live assessments.

13. Provide post-opening day support and issue monitoring.

14. Lead Activation lessons learned session and prepare the report.

Contractor responsibilities as part of the Simulation process include but are not limited to:

1. Develop and lead the implementation of a project-specific Simulation Plan in accordance with the Airport's operational needs, using the template provided in the CAS Standards.

2. Develop a list of Simulation activities and milestones for inclusion into the project schedule.

3. Schedule and facilitate SEP group participation for Simulation tasks such as the creation of scripts, volunteer recruitment, readiness assessments, logistics planning, operational trials, and safety and security risk assessments.

4. Ensure Simulation logistics are managed and executed.

5. Coordinate issue resolution with the design-builder and Airport stakeholders.

6. Collect and analyzes data from Simulation surveys, prepare the Simulation report, and facilitate a Simulation debrief session with Airport stakeholders and the design-builder.

J. SUSTAINABILITY

The Airport has achieved significant environmental sustainability goals and intends to incorporate sustainable, adaptation, and resilience procedures and practices in all spheres of Airport operations. In support of high-performance buildings and facilities, the Airport has developed the SFO Sustainable Planning, Design, & Construction (SPDC) Standards to establish the minimum Sustainability Requirements and Stretch Goals that are available at the following link: https://www.sfoconnect.com/abr-ae-standards-tenant-improvement-guide. Contractor shall support Airport staff with the implementation of the SFO Sustainable Planning, Design, and Construction Standards and Stretch Goals from the Programming Phase through the Closeout Phase.

Contractor shall provide a Sustainability Accredited Professional (LEED AP BD+C or ID+C; WELL AP; Fitwel Ambassador; Envision SP; or other Sustainability Accredited Professional as appropriate for the project green building/infrastructure certification requirements) who shall be responsible for working with the design-builder and the Airport to achieve the Airport's sustainability, adaptation, and resilience goals.

Contractor shall manage the process to implement the SFO SPDC Standards through close collaboration with the design-builder and the SFO Sustainability Stakeholders.

Contractor shall review the design-builder's design and construction documents to confirm consistency with the applicable state, local, and federal green building codes, green building/infrastructure rating systems, and with the Airport's SPDC Standards and Stretch Goals as set for the project.

Contractor shall support the design-builder to prepare for regular ZERO Committee presentations as required by the Airport's SPDC Standards.

Contractor shall visit the construction site at regular intervals with the design-builder and Airport Sustainability Representatives to review the in-place construction work for compliance with the Airport's green building standards.

Contractor shall evaluate the design-builders cost estimates for proposed sustainability measures, end-of-phase Sustainability Reports, and Energy Models.

K. PROJECT COORDINATION

The Contractor shall provide the following, but not be limited to, coordination services:

1. In all phases, assist Airport staff with Project coordination and development efforts with the SEP, Airport Engineering staff, Airport Operations, AirTrain Operations, Airport Facilities Maintenance, project site lessees and occupants, agencies (Federal, State, County, Local, etc.) and other stakeholders, as required and as directed by the Airport.

2. Coordinate Project work with all ongoing Airport activities and other adjacent or coordinated projects.

3. Assist with the establishment, implementation, and modification of Project administrative procedures.

4. Implement and support an Action Item system to track key Project activities.

5. Develop and monitor a Risk Register to identify, track, and respond to Project risks.

6. Coordinate and document SEP programming and design review input.

7. Coordinate, lead, and document appropriate weekly Project meetings throughout each phase of the Project lifecycle.

8. Mange the programming, design, construction, commissioning, activation, simulation, and closeout activities associated with all aspects of the Project.

9. Assist Airport staff with special systems, security special systems, and equipment coordination.

10. Assist Airport staff with maintaining phasing, environmental issues, off-hours work, utility connection, and associated activities.

11. Coordinate any hazardous material survey, reporting, and abatements work to ensure Airport compliance with appropriate entities.

12. Assist Airport staff with the San Francisco Arts Commission Civic Design Review and Art Enrichment processes, as appropriate to the size and scope of this Project.

13. Assist Airport staff with preparing for reporting and presenting to various levels of Airport Management, including the Design & Construction Advisory Board, Capital Improvement Project Oversight Committee, and the Executive Committee, as directed by the Airport Project Manager.

L. PRE-PROGRAMMING PHASE

The Contractor shall:

1. Develop a preliminary Project description and schedule in coordination with all components of the Project and all other affected Airport activities and stakeholders.

2. Provide a Rough Order of Magnitude Cost Model for the Project and develop strategies to ensure meeting the Project budget.
3. Prepare a list of Project permits and requirements pertaining to environmental quality, including, but not limited to, Air Quality and Water Quality. The Contractor shall ensure that permits required to be obtained are listed in construction documents and that proper permits are obtained and facilitate adherence to all applicable requirements.

M. PROGRAMMING PHASE

The Contractor shall provide, but not be limited to, the following programming phase services:

1. Provide oversight, coordination, and review of the Designer and Builder in all aspects of Project programming.

2. Ensure information is assembled in a comprehensive narrative report to be used for the Basis of Implementation. Information shall include, but not be limited to:

    a. Project Description:

1) A comprehensive narrative of the scope of work and programming requirements for the Project. Requirements shall incorporate input from the Stakeholder Engagement Process (SEP), which will be led and coordinated by the Airport Project Manager.

2) Conceptual design drawings incorporating efficient Project site layout.

b. Provide oversight and coordination of the Design-Builder in generating Basis of Implementation (BOI) for the Project. Criteria shall incorporate Airport and other regulatory standards as well as input and requirements from the Stakeholder Engagement Process. The BOI shall include, but not be limited to:

1) Identification of preliminary civil, architectural, engineering, landscaping/ site layout/ utility, vertical transportation, security, and special systems for the Project.

2) Compilation of civil, architectural, engineering, landscaping/site layout, vertical transportation, security, and special systems specification outlines based on conceptual design. The outline specifications shall include minimum performance criteria and standards and preferred manufacturers.

3) Identification of preliminary building code classifications, accessibility, egress requirements, and life safety requirements.

4) Identification of sustainability goals and expectations.

5) Identification of CAS goals and expectations.

6) Preliminary schedules, Cost Model, and Procurement Plan.

3. Reconcile the Project Cost Model with the Airport's budget. Advise the Airport if the Project and budget are not in compliance and recommend potential solutions.

4. Prepare reports, exhibits, and presentation materials to convey the Project as requested by the Airport Project Manager.

5. Identify, analyze, and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

6. At the end of this Programming Phase, provide a cost-loaded Staffing Plan for PMSS for each phase of the remainder of the Project and an anticipated direct labor cost for the remainder of the Project.

7. Oversee and review proposed design fees and construction fees.

8. Assist in preparing documents for the Airport Commission and provide a cost-loaded staffing plan for each phase of the remainder of the Project and an anticipated direct labor cost for the remainder of the Project.

9. BIM Execution Plan and model setup.

10. Provide QA/QC services for the Basis of Implementation development and deliverables.

11. Develop the Owner's Project Requirements document and review the CxP's (SCxP and ACxP) initial Commissioning Plan.

N. DESIGN PHASE

The Contractor shall provide design phase services including but not limited to the following:

1. Provide management, administration and oversight of Airport issued Design-Build contract. Coordinate with other Airport projects and Stakeholders.

2. Provide third-party, peer, and quality assurance reviews of design deliverables and construction documents produced by the Design-Builder and verify that all design review comments are incorporated. Furthermore, the Contractor shall ensure that the Design-Builder implements the standards and Basis of Implementation developed in the SEP.

3. Coordinate and facilitate additional SEP meetings to resolve design issues and identify any necessary deviations from the Basis of Design developed during the Programming Phase and propose alternative solutions.

4. Provide design oversight, monitor design progress and deliverables, and recommend corrective action when required.

5. Coordinate proposed design elements and phasing in conjunction with all components of the Project and all other affected Airport activities and stakeholders.

6. Coordinate CAS process tasks between the CxP, Airport stakeholders, and design-builder. These tasks include assisting the CxP in ensuring the design-builder incorporates its design review comments and reviewing the CxP-provided commissioning specifications (using the Airport's CAS template specification as modified for the Project).

O. CONSTRUCTION PHASE

The Contractor shall provide construction phase services including but not limited to the following:

1. Provide procurement support, management, administration, and oversight of Project design-build contract.

2. Perform as the Construction Manager during the Project lifecycle. At a minimum, the Contractor shall provide the following construction management services:

    a. Review construction documents for constructability, impact on Airport operations, and consistency with the project schedule.

    b. Review construction work plans and make recommendations.

    c. Report on and participate in the trade subcontract procurement process with the Design-Builder.

    d. Review and/or prepare construction quality assurance/quality control plans.

e. Provide technical, full-time, on-site observation and inspection of the progress and quality of the construction work. (Note: During the construction phase, the Contractor may need to integrate, within its technical support staff, Airport/City staff to provide on-site observation of the Work, depending upon the availability of Airport/City personnel.)

f. Monitor environmental inspection for Design-Builder's compliance with environmental regulations.

g. Examine materials and equipment being incorporated into the work to verify that they are supported by approved submittals, handled, stored, and installed properly.

h. Coordinate or procure the services of testing laboratories to assure that the proper number and type of tests are being performed in a timely manner.

i. Provide special inspections and materials testing as required.

j. Prepare inspection and engineer's reports for submission as required.

k. Manage and review for contract and code compliance the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals between contractors and the Commission. The Contractor shall maintain a log of all submittals for the Project.

l. Identify problems encountered in accomplishing the Work and recommend appropriate action to the Commission in order to resolve problems with a minimum effect on the timely completion of the projects.

m. Provide all testing and special inspections required by the California Building Code. The Airport Project Manager will judge the acceptability of all testing and inspection means, methods, results, and reports performed on behalf of the Contractor. The Airport building official has the authority to require additional testing based on final code requirements and interpretation.

n. Maintain a log of any requests for information and prepare the Commission's non-technical responses, which must be approved by the Airport Project Manager.

o. Review progress payment requests for accuracy and recommend approval. The Contractor shall prepare all supporting documentation for progress payment requests, including but not limited to, certified payroll tracking forms.

p. Review contractor reports as-built drawings, and other construction documentation and ensure information is captured in the Commission's record-keeping system.

q. Attend job site meetings and prepare meeting minutes. The Contractor shall review and communicate information presented to Airport Managers and all attendees.

r. Monitor compliance by all Airport contractors with all contract terms and conditions including, but not limited to, CMD requirements, certified payroll, labor standards, drug policy, security requirements, site cleanliness, and safety.

s. Administer the evaluation and negotiation of change orders and prepare and process change orders and contract modifications.

t. Manage activation activities and prepare written status reports.

u. Conduct final inspections prior to project acceptance, notify the Commission in a timely manner of the results of the inspections, and administer acceptance procedures and tests for each phase of the project.

v. Perform project closeout activities.

w. Support dispute and/or claim resolution analysis and reconciliation efforts.

x. Negotiate on the Airport's behalf, the Guaranteed Maximum Price for the Trade Package Sets.

y. Assist in the development and preparation of materials for the Commissioning, Activation, and Simulation Steering Committee and stakeholders.

z. Lead and manage the CAS process tasks between the CxP, Airport stakeholders, and design-builder, including coordinating commissioning meetings, providing all testing, and ensuring commissioning documentation is provided by the design-builder in accordance with the design-build contract. Contractor shall review the development of the Integrated Systems Test as provided by the design-builders systems integrator.

P. ACTIVATION PHASE

The Contractor shall provide activation phase services including but not limited to the following:

1. Develop the Activation and Simulation Plans and schedule activities from input from the SEP and the design-builder. The plans shall meet testing, operational, and acceptance criteria developed during the Programming Phase.

2. Establish Activation and Simulation dependencies, including project-based dependencies for the facility, systems, equipment, and operational processes based on input from Airport stakeholders and the design-builder.

3. Manage the SEP Group process for its involvement in the Activation and Simulation processes.

4. Facilitate reviews of operational and maintenance contracts and staffing requirements for the facility and associated systems and equipment.

5. Identify Airport stakeholder resource requirements and provide a forecast of stakeholder participation throughout the project's CAS process.

6. Confirm construction is complete, facility is fully commissioned, and regulatory and compliance requirements are met.

7. Facilitate readiness assessments before each trial, simulation, and scheduled facility opening.

8. Conduct post-trial and post-simulation reviews to assess the outcome of each event.

9. Manage activation activities and prepare written status reports. Status reports shall verify that the facility and all of its systems and assemblies are constructed, installed, tested, operated, and maintained to meet the project's requirements.

10. Execute the project's training and familiarization program.

11. Execute Operational Readiness Trials in accordance with the established scripts and the agreed Activation Plan.

12. Execute Simulation(s) in accordance with the established scripts and the agreed Simulation Plan.

13. Confirm that the design-builder uses the Revit models to schedule and record the startup procedures and testing of building systems as outlined in Document 01 78 23.23 (Equipment Inventory Sheets) and Document 01 91 00 (Facility Startup). Any non-conforming work discovered during the activation of building systems shall be updated and corrected within the models, as applicable.

14. Assist in the development and preparation of materials for the Commissioning, Activation and Simulation Steering Committee meetings.

15. Identify post-opening day support requirements.

Q. COMMISIONING PHASE

The Contractor shall provide commissioning phase services including but not limited to the following:

1. Coordinate and conduct final inspections prior to Project acceptance and administer acceptance procedures and tests for each phase of each Project.

2. Review and report on the progress of the Design-Builder regarding testing procedures and clearly document the procedures in a test plan as it pertains to technology infrastructure.

3. Review and report on progress of training or operation and maintenance of new systems as required by the Airport and/or individual Project specifications.

4. Provide support for move-in to the newly constructed facilities.

5. Provide oversight of all LEED commission activities.

R. CLOSEOUT PHASE

The Contractor shall provide closeout phase services including but not limited to the following:

1. Coordinate and conduct final inspections prior to Project acceptance and administer acceptance procedures and tests for each phase of the Project.

2. Review and report on the progress of the design-builder regarding testing procedures and clearly document the procedures in a test plan as it pertains to technology infrastructure.

3. Provide oversight of all CAS activities, including LEED commissioning activities.

4. Support closeout activities for the Project. All procedures and documentation conform to Airport standards for the closeout process.

5. Support dispute and/or claim resolution analysis and reconciliation efforts.

6. Confirm that the design-builder utilizes the Revit models for the preparation of the required closeout documentation.

7. Conduct CAS lessons learned review session with Airport stakeholders and the design-builder.

8. Facilitate weekly warranty review meetings with the Airport during the initial months of facility handover to review and provide status updates on warranty issues.

9. Conduct a near warranty-end review at approximately 10 months after substantial completion and update the Final Commissioning Report.

END OF APPENDIX A

APPENDIX B
CALCULATION OF CHARGES

1. GENERAL

1.1 As set forth in Section 3.3, "Compensation," of the Agreement, compensation for Services performed under this Agreement will be on a time and materials basis, unless otherwise approved by the Director of Capital Planning and Program Controls.

1.2 No charges shall be incurred under this Agreement, nor shall any payments become due to Contractor, until Services, reports, or both required under this Agreement are received from Contractor and approved by the Airport as being in accordance with this Agreement. In no event shall the Airport be liable for interest or late charges for any late payments.

2. METHOD OF PAYMENT

2.1 Unless approved otherwise by the Airport, Contractor's services shall be invoiced on a monthly basis and payment will be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later, provided the Contractor concurrently provides satisfactory backup documentation, approved by the Airport Project Manager. The term "invoice" shall include Contractor's bill or other written request for payment under this Agreement for Services performed. All invoices shall be made in writing and delivered or mailed to the Airport to the mailing address listed in Section 11.1, "Notice to the Parties," of the Agreement.

2.2 Contractor shall invoice for the Services performed in conformance with procedures approved by the Airport.

a. Such invoices shall segregate current costs from previously invoiced costs.

b. Costs for individual labor shall be segregated by tasks and subtasks, if any.

c. In no case shall the Contractor's invoices include costs that the Airport has disallowed or otherwise indicated that it will not recognize. Costs shall be invoiced by Contractor's accounting categories and shall be subject to the audit provisions of this Agreement.

d. Each invoice shall clearly distinguish Contractor's personnel invoiced at either the home office or field office overhead rate.

e. Such invoices shall be, as a minimum: (i) mechanically accurate, (ii) substantially evidenced and properly supported, and (iii) in compliance with generally accepted accounting principles.

2.3 Contractor shall also certify, for each invoice, that (i) the rates for direct labor to be paid under this Agreement, whether for Contractor or its subcontractor(s), are not in excess of the rates in effect for Contractor or subcontractor employees engaged in the performance of Services under this Agreement at that time; and (ii) that such rates are in conformance with the Agreement.

2.4 The Airport reserves the right to withhold payment(s) otherwise due to Contractor in the event of Contractor's material non-compliance with any of the provisions of the Agreement, including, but not limited to, the requirements imposed upon Contractor in Article 5, "Insurance and

Indemnity," of the Agreement. The Airport shall provide notice of withholding and may continue the withholding until Contractor has provided evidence of compliance that is acceptable to the Airport.

3. LABOR RATES AND FEES

3.1 Direct Labor Rates and Direct Labor Rate Adjustments

a. Salaried personnel shall be paid for a maximum of 40 hours per week with no overtime. Salaried personnel assigned to multiple projects shall be paid on a pro-rata share of a 40-hour week. Contractor shall provide copies of signed timecards or other verifiable time records showing all assigned projects and the shared calculation.

b. The approved direct labor rates stated in Paragraph 3.6 below shall remain in effect until adjusted by the Airport. As, at the option of the Airport, this is a multi-year contract, the Airport may approve an annual adjustment to the direct labor rates, effective on January 1st of the new year, based on an increase in the Consumer Price Index (CPI) for the San Francisco Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, under the title of: "All Urban Consumers – San Francisco-Oakland-San Jose, California." The Airport will use the CPI percent change established in December of the previous year for the rate adjustments. Such adjustments are subject to prior written approval by the Airport Project Manager and must be included in a written modification to the Agreement before any increase to any labor rate is incurred, unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

3.2 Overhead Rates

a. Contractor and approved first-tier subcontractors shall use the following approved overhead rates:

CONTRACTOR	FIELD OFFICE OVERHEAD RATE	HOME OFFICE OVERHEAD RATE
Consor PMCM, Inc.	118%	N/A

APPROVED FIRST-TIER SUBCONTRACTORS	FIELD OFFICE OVERHEAD RATE	HOME OFFICE OVERHEAD RATE
Chaves & Associates	140%	N/A
RES Engineers, Inc.	140%	N/A
Saylor Consulting Group	140%	N/A
Stok, LLC	N/A	160%
The Allen Group	140%	N/A
Townsend Management, Inc.	140%	N/A

b. The field office overhead rate shall be applied to the direct labor rates for staff provided with a workstation at the Airport, furnished with normal office equipment and materials including computers, printers, internet access, and office supplies.

c. The home office overhead rate shall be applied to the direct labor rates for staff working from Contractor's or subcontractor's offices and not provided with an Airport computer. Use of the home office overhead rate requires prior written authorization from the Airport Project

Manager.

d. Annual adjustments to the overhead rate may be requested only from firms that have their overhead rate audited independently by a certified public accountant or other government agency and must be accompanied by the updated audited overhead report. The audited overhead report must adhere to Generally Accepted Government Auditing Standards. The Airport reserves the right to approve or deny any changes in overhead rates during the term of the Agreement. Overhead rates shall not exceed 140% for field offices and 160% for home offices.

3.3 Contractor Profit Rate

A maximum profit rate of 10% may be applied to the direct labor rate for Services performed by Contractor.

No markups are allowed on any Other Direct Costs, unless pre-approved in writing by the Airport.

3.4 Subcontractor Profit Rate and Markup

A maximum profit rate of 10% may be applied to the direct labor rates for Services performed by subcontractors of any tier.

The Airport will allow a 2% markup on the direct labor rates for Services performed by first-tier subcontractors.

No markups are allowed on any Other Direct Costs (all tiers), unless pre-approved in writing by the Airport.

3.5 Direct Labor Rates

The approved direct labor rates are as follows:

CLASSIFICATION	DIRECT LABOR RATE RANGE	
	LOW	HIGH
Project Manager	$85.00	$120.00
Assistant Project Manager	$70.00	$100.00
Program Construction Manager	$100.00	$135.00
Construction Manager	$75.00	$100.00
Resident Engineer I	$50.00	$70.00
Resident Engineer II	$65.00	$80.00
Resident Engineer III	$75.00	$95.00
Office Engineer I	$40.00	$60.00
Office Engineer II	$55.00	$75.00
Office Engineer III	$70.00	$85.00

Program Controls Manager	$90.00	$113.00
Project Controls Manager	$50.00	$90.00
Project Controls Engineer I	$40.00	$60.00
Project Controls Engineer II	$55.00	$75.00
Scheduler	$50.00	$110.00
Cost Estimator I	$40.00	$60.00
Cost Estimator II	$60.00	$80.00
Cost Estimator III	$80.00	$95.00
Field Engineer I	$45.00	$65.00
Field Engineer II	$60.00	$75.00
Field Engineer III	$70.00	$90.00
SEP/Design Manager	$75.00	$110.00
Special Systems Manager	$75.00	$100.00
BIM Engineer I	$40.00	$65.00
BIM Engineer II	$60.00	$90.00
Sustainability, Commissioning & EMS/NetZero Manager	$65.00	$90.00
Sustainability, Commissioning & EMS/NetZero Support	$45.00	$80.00
Special Inspector	$45.00	$90.00
Document Control Manager	$40.00	$65.00
CADD Drafter	$35.00	$60.00
Intern	$20.00	$35.00
Administrative Assistant	$30.00	$55.00
Environmental Technical Support	$60.00	$100.00
Geotechnical Technical Support	$60.00	$100.00
Lab/Material Testing Technician	$40.00	$60.00
Subject Matter Expert I	$60.00	$75.00
Subject Matter Expert II	$70.00	$90.00
Subject Matter Expert III	$90.00	$135.00
Technical Advisor	$55.00	$150.00

4. OTHER DIRECT COSTS

4.1 Only the actual costs incurred by Contractor shall be allowed and invoiced as Other Direct Costs (ODC). Contractor shall not submit any cost in excess of $500 without prior written authorization from the Airport. There shall be no mark-ups of any kind allowed on costs reimbursed under this Section. Costs shall be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with the Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

4.2 The following items may not be included as ODCs:

a. Phone calls, faxes, mail, express mail, delivery service charges, or other communication charges between members of Contractor's team, regardless of location, including regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100-mile limitation;
b. Internet gateways, email service or other technology-based communication service, FTP sites, or data file transfer or research services;
c. Travel expenses by Contractor or subcontractors between its home office and the San Francisco Bay Area;
d. Travel expenses within a 100-mile radius of San Francisco; travel outside a 100-mile radius of San Francisco, unless pre-approved in writing by the Airport;
e. In-house coordination materials among Contractor's team and subcontractors, including photocopy and drawing materials, messenger services; and
f. Food and beverage and/or entertainment charges of any kind unless pre-approved in writing by the Airport.

4.3 Unless authorized by the Airport, the Airport will not reimburse Contractor for the costs of business travel, meals, and accommodations. This includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences are not allowed. When authorized, travel expenses must be in accordance with the City and County of San Francisco Travel Guidelines, found at the following link: https://sfcontroller.org/sites/default/files/FileCenter/Documents/2174-Travel%2001-06-15%20Update.pdf.

END OF APPENDIX B

CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER

CONTRACT WITH:

CONSOR PMCM, INC
1663 MISSION STREET, SUITE 425
SAN FRANCISCO, CA 94103

Original

Modification - Increase

- Decrease

Others

	Department: 27 Airport Commission		PS PO: 0000824634
*	Department Contact: SAMUEL CHUI		Tel. No: (650) 821-5440
	PS Contract ID : 1000032411		Date: 10/23/2024 Page 1 of 1
	Category Code 91200	Supplier No. 0000038524	Job No. CT 11918.41
	Period Covered: NTP 5/2/2024 to 5/1/2025		Amount: $76,216.92

FOR THE PURPOSE OF: MODIFICATION 1 AND INCREASE ENCUMBRANCE FOR CT 11918.41 – PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT

TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF $$2,700,000 FOR THE FIRST YEAR OF SERVICES. MOD 1 TO ADJUST APPENDIX B, CALCULATION OF CHARGES, 3. LABOR RATES AND FEES, 3.1 DIRECT LABOR RATES AND DIRECT LABOR RATE ADJUSTMENTS.

PSC FORM 1 46560 - 22/23 (09/01/2023- 08/31/2028) APPROVED AMOUNT $1,500,000,000
PSC FORM 2 APPROVED AMOUNT: $2,700,000

PREVIOUS ENCUMBRANCE:	101,000.00 (0000824634) -FR5201 and 5478
PREVIOUS ENCUMBRANCE:	84,000.00 (0000824634) -FR5612
THIS ENCUMBRANCE:	**76,216.92 (0000824634) -FR5766**
TOTAL ENCUMBRANCE:	$261,216.92

CONTRACT PERIOD: NTP 5/2/2024 to 5/1/2025

CONTRACT AWARD:
$2,700,000 FOR THE FIRST YEAR OF SERVICES PER COMMISSION RESOLUTION NO. 24-0016.

Insurance Required	Expiration Date	Amount
Worker's Comp.	12/31/2024	$1,000,000
Genernal Liab.	12/31/2024	$2,000,000
Automobile	12/31/2024	$2,000,000
Excess Liability	12/31/2024	$1,000,000
Professional Liab.	12/31/2024	$1,000,000

Mail Invoice to: SAMUEL CHUI
PLANNING, DESIGN & CONSTRUCTION

San Francisco Airport Commission
P.O. Box 8097
San Francisco, CA 94128

RECOMMENDED AND APPROVED

IVAR C. SATERO Airport Director	Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date:
By: DocuSigned by: Vicki Deng E785186E9F8F44A...			10/24/2024

Ln. No.	Document	Amount	Chartfield					
			Account	Fund	Dept	Authority	Project	Activity
2	0000824634	$76,216.92	527990	19427	109722	10340	10039964	0031

City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128

Modification No. 1

This Modification is made this 1st day of October 2024, in the City and County of San Francisco, State of California, by and between Consor PMCM, Inc., 1663 Mission Street, Suite 425, San Francisco, CA 94103 (the "Contractor") and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Airport Commission (the "Commission").

Recitals

A. City and Contractor have entered into the Agreement for the San Francisco International Airport (the "Airport" or "SFO") for Project Management Support Services for the Cargo Building 626.1 Project; and

B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

C. On February 6, 2024, by Resolution No. 24-0016, the Commission awarded this Agreement to the Contractor for a term of one (1) year and a not-to-exceed amount of $2,700,000; and

D. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update standard contractual clauses; and

E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46560 -22/23 on July 17, 2023; and

F. Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Article 2 Term of the Agreement is replaced as follows:

2.1 The term of this Agreement commenced on May 2, 2024, and will expire on May 1, 2025, unless earlier terminated as otherwise provided in this Agreement.

2. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.1 Direct Labor Rates and Direct Labor Rate Adjustments is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.1 Direct Labor Rates and Direct Labor Rate Adjustments are** as follows:

3.1 Direct Labor Rates and Direct Labor Rate Adjustments

a. The approved direct labor rate ranges stated in Paragraph 3.5 below shall remain in effect for twelve (12) months starting from the date indicated in the Notice to Proceed.

b. Contractor shall request direct labor rate adjustments in accordance with the following procedures:

i. At the written request of Contractor, the Airport may approve an adjustment to the direct labor rates for individual staff who have been actively providing services under the Agreement for a minimum of one (1) year.

ii. If approved by the Airport, the annual rate adjustment will be based on the December increase in the Consumer Price Index (CPI) for the preceding twelve (12) months for the San Francisco Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, under the title of: "All Urban Consumers – San Francisco-Oakland-Hayward, California." This December-based CPI will be used for optional annual rate adjustments for the entire calendar year.

iii. The Airport will analyze requests for rate adjustments to determine if the requested adjustment(s) will cause any individual staff direct labor rates to exceed the approved direct labor rate range for their respective classification. Should any of the new rate(s) exceed the approved direct labor rate range(s), and if the rate adjustment is approved by the Airport, the Airport will modify the Agreement. These new rates will be effective upon certification of the contract modification.

iv. If all new rates fall within the approved direct labor rate ranges, the new rates will be effective upon receipt of written approval from the Airport Project Manager.

c. No other adjustments will be allowed unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

d. requirements of prevailing or minimum wage legislative mandates.

3. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.2 Overhead Rates is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3.2 Overhead Rates are** as follows:

CONTRACTOR	FIELD OFFICE OVERHEAD RATE	HOME OFFICE OVERHEAD RATE
Consor PMCM, Inc.	117.59%	N/A

APPROVED FIRST-TIER SUBCONTRACTORS	FIELD OFFICE OVERHEAD RATE	HOME OFFICE OVERHEAD RATE
Chaves & Associates	138.11%	138.11%
RES Engineers, Inc.	145%	160%
Saylor Consulting Group	110.06%	114.55%
Stok, LLC	145%	160%
The Allen Group	145%	N/A
Townsend Management, Inc.	145%	N/A

4. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.3 Contractor Profit Rate is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.3 Contractor Profit Rate** as follows:

3.3 Contractor Profit Rate. A maximum profit rate of 10% may be applied to the sum of the direct labor rates and overhead rates for Services performed by the Contractor. A 2% markup may be applied to first-tier subcontractor invoices. No markups are allowed on any Other Direct Costs unless pre-approved in writing by the Airport.

5. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.4 Subcontractor Profit Rate and Markup is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.4 Subcontractor Profit Rate and Markup** as follows:

3.4 Subcontractor Profit Rate and Markup. The Subcontractor performing the work may apply a maximum profit rate of 10% to the sum of the direct labor rates and overhead rates for Services performed. No markups are allowed on lower-tier subcontractors. No markups are allowed on any Other Direct Costs (all tiers) unless pre-approved in writing by the Airport.

6. Appendix B, Calculation of Charges, 4. Other Direct Costs, Section 4.2 is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 4. Other Direct Costs, Section 4.2,** as follows:

4.2 The following items may not be included as ODCs:

a. Phone calls, faxes, mail, express mail, delivery service charges, or other communication charges between members of Contractor's team, regardless of location, including regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100-mile limitation;
b. Internet gateways, email service or other technology-based communication service, FTP sites, or data file transfer or research services;
c. Travel by Contractor or subcontractors between its home office and the San Francisco Bay Area;
d. Travel within a 100-mile radius of San Francisco;
e. Travel outside a 100-mile radius of San Francisco, unless pre-approved in writing by the Airport Project Manager;
f. In-house coordination materials among Contractor's team and subcontractors, including photocopy and drawing materials, messenger services; and
g. Food and beverage and/or entertainment charges of any kind unless pre-approved in writing by the Airport Project Manager.

7. Appendix C, San Francisco Labor and Employment Code Update, is hereby added to the Agreement as follows:

Appendix C
San Francisco Labor and Employment Code Update*

*A number of the City's contracting provisions have been redesignated in a new Labor and Employment Code, which is operative as of January 4, 2024. The redesignation did not change the substance or meaning of the provisions; it simply changed where the provisions can be found and how they are referred to.

Cross Reference Table for Citations in AIR-600 Professional Services Agreement

Section of AIR-600 Contract Template	**Old Location: San Francisco ADMINISTRATIVE CODE**	**New Location: San Francisco LABOR & EMPT CODE**	**Subject Matter**
3.6.1 (Covered Services)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
3.6.7 (Compliance Monitoring)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
10.4 (Consideration of Salary History)	Chapter 12K	Article 141	Salary History
10.5.1 (Nondiscrimination in Contracts)	Chapter 12B Chapter 12B.2 Chapter 12C Chapter 12C.3	Article 131 Article 131.2 Article 132 Article 132.3	Nondiscrimination in Contracts Nondiscrimination in Property Contracts
10.5.2 (Nondiscrimination in Employee Benefits)	Chapter 12B.2	Article 131.2	Nondiscrimination in Employee Benefits
10.7 (Minimum Compensation Ordinance)	Chapter 10.7	Article 111	Minimum Compensation Ordinance
10.8 (Health Care Accountability Ordinance)	Chapter 12Q Chapter 12Q.3	Article 121 Article 121.3	Health Care Accountability Ordinance
10.14 (Consideration of Criminal History in Hiring and Employment Decisions) 10.14.1 10.14.2	Chapter 10.14	Article 142	Consideration of Criminal History in Hiring and Employment Decisions

8. Effective Date. Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

9. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO By: DocuSigned by: Ivar C. Satero 10/22/2024 8CEDC3E9126544B... Ivar C. Satero, Airport Director Approved as to Form: David Chiu City Attorney By DocuSigned by: Daniel Edington EAC8E38E96494BE... Daniel A. Edington, Deputy City Attorney	**CONTRACTOR** DocuSigned by: Ismael Pugeda E2A29CC2E89D48D... Ismael G. Pugeda, Senior Vice President Consor PMCM, Inc. 1663 Mission Street, Suite 425 San Francisco, CA 94103 415-543-6515 City Supplier Number: 0000038524 Federal Employer ID Number: 83-0811094

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

ADDENDUM 6 TO ENVIRONMENTAL IMPACT REPORT

Date of Addendum:	May 17, 2021
Date of EIR Certification:	May 28, 1992
EIR Title:	San Francisco International Airport Master Plan Final Environmental Impact Report
EIR Case No.:	**1986.638E**
Project Title:	**SFO Consolidated Administration Campus**
Project Case No.:	2019-006583ETM
Block/Lot:	N/A
Project Site:	6.6 acres
Project Sponsor:	San Francisco International Airport, Audrey Park, 650.821.7844, audrey.park@flysfo.com
Lead Agency:	San Francisco Planning Department
Staff Contact:	Jennifer Barbour McKellar, 628.652.7563, jennifer.mckellar@sfgov.org

Overview

The project sponsor, the City and County of San Francisco, acting by and through the San Francisco Airport Commission (Airport Commission) has submitted to the San Francisco Planning Department Environmental Planning Division (EP) a project description and related materials for proposed revisions to its Consolidated Administration Campus (CAC) project at San Francisco International Airport (SFO or the Airport). On May 28, 1992, the San Francisco Planning Commission (planning commission) certified the San Francisco International Airport Master Plan Final Environmental Impact Report (Planning Case No. 86.638E; Master Plan FEIR or FEIR).[1] The Master Plan encompasses landside facilities and circulation systems designed to increase operational efficiency and accommodate forecast demand of 51.3 million annual passengers. Since adoption of the Master Plan, the administration facilities as envisioned in the Master Plan has been modified. These revisions were evaluated in an addendum to the FEIR published in 2015 (2015 Addendum). The Airport Commission approved the modifications that same year and a portion of what is now referred to as the Consolidated Administration Campus (CAC) has subsequently been constructed in the West Field, which is the area generally northwest of the Airport terminal buildings, south of San Bruno Avenue, and east of U.S. 101 (see **Figure 1**, p. 6).

Since adoption of the Master Plan and publication of the 2015 Addendum, the CAC as envisioned in the Master Plan has been further modified and includes a new consolidated administration building, a parking garage, expansion of the West Field AirTrain station platform, and associated improvements, including relocation of the AirTrain mechanical facility to the first floor of the proposed parking garage

[1] San Francisco Planning Department, *San Francisco International Airport Master Plan Final Environmental Impact Report*, Case No. 86.638E, State Clearinghouse No. 90030535, May 1992. This document (and all documents cited in this addendum unless otherwise noted) is available for review on the following website: https://sfplanninggis.org/PIM/. Individual files related to environmental review can be accessed by entering the case number (2019-006583ETM). Project application materials can be viewed by clicking on the "Related Documents" link under the ETM case number.

and construction of two pedestrian bridges providing access between the administration building and the AirTrain station (collectively, the modified project).

This addendum to the FEIR evaluates the modified project to determine whether additional environmental documentation must be prepared. As demonstrated in this addendum, the planning department has determined that the modified project is within the scope of the FEIR prepared for the Master Plan certified by the San Francisco Planning Commission, and no additional environmental review beyond the analysis herein is required.

Background

Master Plan FEIR

A FEIR was prepared for the Master Plan and was certified by the planning commission on May 28, 1992. The Airport Commission approved the Master Plan and accompanying Final Mitigation Monitoring and Reporting Program (MMRP) and conditions of approval on November 3, 1992.

The Master Plan focused on accommodating passenger and cargo growth at the Airport through the development of improved facilities and circulation patterns for all Airport-owned lands (excluding the undeveloped area west of U.S. 101, which is referred to as the West of Bayshore).[2] The major Master Plan improvements included in the FEIR analyses were:

1. The new International Terminal Building and associated Boarding Areas A and G, completed in 2000;
2. Consolidation and renovation of cargo facilities in the North and West Field areas, which commenced in 1997 and is ongoing;[3]
3. An automated people mover system ("AirTrain"), the first phase of which was completed in 2003, with the extension of the AirTrain system to serve a multi-modal transportation center and long-term parking garages, completed in 2020;
4. Roadway and vehicle circulation improvements to the International Terminal Building, completed in 2000;
5. On-Airport hotel development, completed in 2019;
6. Renovation of the former International Terminal (Terminal 2) for domestic operations, completed in 2011;
7. Redevelopment of the South Terminal (Harvey Milk Terminal 1), Boarding Area B, which began construction in 2016 and opened in stages beginning in 2019, and renovation of Boarding Area C, which is anticipated to begin in 2022; and
8. New administration/office facilities completed in 2000 and 2018.

[2] The "West of Bayshore" property is a 180-acre site owned by the Airport. Development of the West of Bayshore property was excluded from the Master Plan and subsequent analysis in the FEIR to maintain the site as a major utility right-of-way for Pacific Gas & Electric, Bay Area Rapid Transit (BART), SFO, San Francisco Public Utilities Commission (SFPUC), and others. (Master Plan FEIR, Volume III, Initial Study).

[3] A separate addendum is currently being prepared for the SFO West Field Cargo Redevelopment project. The West Field Cargo Redevelopment project and the CAC project are separate and independent projects because each would be constructed independent of the other, at different times and in different locations on Airport property.

ADMINISTRATION FACILITIES IN THE FEIR

As described in the Master Plan FEIR (pp. 54 to 55), the Master Plan proposed development of the administration facilities in two phases:

- Phase 1 near-term buildout (1996) included construction of a new four-level administration area totaling 160,000 square feet (in conjunction with an on-Airport hotel) within the International Terminal Building, and demolition of the then-existing 33,900-square-foot Pan Am Administration building, for a Phase I total of 126,100 square feet of new administration space; and
- Phase 2 long-term buildout (2006) included construction of a new 100,000-square-foot stand-alone office building with an ancillary five-level employee parking garage (1,200 parking stalls) to be located west of the terminal complex below the elevated AirTrain and Bay Area Rapid Transit (BART) tracks near the intersection of North McDonnell Road and North Link Road, a portion of which is currently used as a surface parking lot for United Airlines pilots.

Since the FEIR, the Airport has implemented portions of the administration facilities, including construction of a one-level administration facility (40,000 square feet) within the International Terminal Building; demolition of the Pan Am Administration building (33,900 square feet); demolition of Airborne Freight building (21,000 square feet); construction of administration space for cargo tenants (55,540 square feet) within Building 648,[4] and construction of administration space for Airport employees within Building 674 (136,400 square feet).

PARKING IN THE FEIR

As described in the Master Plan FEIR (Table 47, p. 326), over the long term, the Master Plan proposed to increase the number of Airport and tenant employee parking spaces from 12,934 in 1990 to 15,666 in 2006, for a net increase of 2,732 parking spaces. However, accounting for the loss of employee parking due to development and parking reallocation elsewhere at the Airport, employee parking has decreased since the Master Plan FEIR was published, from 12,934 spaces in 1990 to 11,108 spaces today.[5] The existing number of employee and tenant parking spaces is well below the 15,666 spaces analyzed in the FEIR regarding long-term parking supply conditions.

2015 Addendum

In 2015, an addendum was published addressing revisions to the approved Master Plan administration facilities. Instead of developing separate administration facilities in the terminal area, the Airport proposed to develop administration facilities on one consolidated West Field site located at the northeast corner of North McDonnell Road and West Field Road, about 0.5 mile north of the administration facilities location proposed in the Master Plan. The 2015 Addendum analyzed demolition of Buildings 676 and 670,[6] totaling 62,500 square feet, construction of four new administration and

[4] Building 648 replaced the former Airborne Cargo Building (Building 41), which had been damaged in the 1989 Loma Prieta earthquake. Demolition of the Airborne building also resulted in demolition of about 21,000 square feet of administration space, assuming that approximately 35 percent of this building was in administration use.

[5] Ricondo & Associates, *Memorandum: Parking Supply Analysis, San Francisco International Airport*, revised February 21, 2019, Table 1-1. The employee parking in this table (10,972 parking spaces for employees) has increased by 136 spaces (construction of Building 674 removed 96 employee parking spaces, and 232 temporary employee parking spaces were added to Plot 11, for a net increase of 136 employee parking spaces).

[6] Building 676 is currently an office for the SFO Engineering and Construction Services. Building 670 was used for administrative functions and storage prior to demolition.

support buildings (totaling 258,700 square feet, or a net increase of 196,200 square feet), and two parking garages, providing a net increase of 445 parking spaces. Since approval, the Airport has constructed one four-story, 69-foot-tall building on the north side of the site and demolished Building 670 (SFO Museum storage) to provide temporary surface employee/City vehicle parking lot.

Modified Project Description

Since adoption of the Master Plan, the administration facilities as envisioned in the Master Plan have been modified to include a new consolidated administration building, a parking garage, expansion of the West Field AirTrain station platform and associated improvements, including relocation of the AirTrain mechanical facility to the first floor of the parking garage and construction of pedestrian bridges providing access between the AirTrain station and adjacent West Field Area facilities. These project components are collectively referred to as the "modified project."

Table 1 summarizes and compares the Airport administration and parking facilities as evaluated in the Master Plan FEIR and the modified project. As shown in Table 1, the modified project would result in an approximately 260,340-square-foot net increase in office/administration space, as compared to that evaluated in the FEIR. With implementation of the modified project, there would be 6,307 fewer parking spaces than were evaluated in the Master Plan FEIR.

CAC ADMINISTRATION BUILDING 670

The Airport proposes to construct a 338,000-square-foot building (Building 670) on West Field Road, near the intersection of North McDonnell Road. The site is currently a temporary employee and city vehicle surface parking lot containing approximately 295 parking spaces (see **Figure 1**, p. 6). About 54,400 square feet of Building 670 would be dedicated to office use for existing tenant and City/Commission employees from other administration facilities at the Airport, such as Building 710, Building 575, and the terminal areas.[7] Therefore, the modified project would not generate new employees at the Airport. The remaining 283,600 square feet would be dedicated to shared space for fitness/lockers, conference rooms, meeting areas, circulation, and mechanical space, as well as support space and storage of the SFO Museum's collections.

As shown in **Figure 2**, p. 7, and **Figure 3**, p. 8, the proposed 11-story, approximately 132-foot-tall Building 670 would occupy the southern portion of the project site between the Building 674 office/administration facilities completed in 2019 and West Field Road. The proposed office/administration building would consist of a steel-frame structure supported by spread footings (maximum depth of 5 feet) located on piles pre-drilled and cast in place to a maximum depth of 100 feet below ground surface. The building would include a new Tier 4-compliant diesel back-up generator.[8] The proposed building would be designed and constructed to Leadership in Energy and Environmental Design (LEED) Gold standards and in compliance with applicable sections of San Francisco's Environment Code, including for the electrification of municipal facilities. Landscaping would be limited to drought tolerant, non-seeding plants to discourage wildlife/birds from foraging at the modified project site. In addition, construction of

[7] Space that would be vacated in these buildings may be backfilled with existing SFO tenants or would remain empty until demolition.

[8] A number of federal and state regulations require increasingly cleaner off-road equipment. Specifically, both the U.S. Environmental Protection Agency and the California Air Resources Board have set emissions standards for new off-road equipment engines, ranging from Tier 1 to Tier 4. Tier 1 emissions standards were phased in from 1996 to 2000, and Tier 4 interim and final emission standards for all new engines were phased in between 2008 and 2015. To meet the Tier 4 Final emissions standards, engine manufacturers are required to produce new engines with advanced emission-control technologies.

Building 670 would include installation of a subsurface internet cable underneath West Field Road from Building 620 to the ground floor of Building 670.

Table 1 FEIR and Modified Project Comparison

Component	Master Plan FEIR	Built as of 2020 (net)	Modified Project	Remaining under the Master Plan FEIR
OFFICE/ADMINISTRATION FACILITIES – NET NEW SQUARE FEET				
CAC Office/Administration (Building 674)	—	104,700[a]	338,000	—
Demolished West Field Office/Administration Space (Building 676)			(30,800)[b]	
Net New West Field Office/Administrative Space (Building 670)	—	*104,700*	*307,200*	—
Other Office/Administration Space (Building 648 and in Building 100 [International Terminal Building])	226,100	95,540[c]	—	—
Total Office/Administration Space	**226,100[d]**	**200,240**	**307,200**	**(260,340)[e]**
EMPLOYEE PARKING – SPACES				
Existing Employee Parking	12,934	11,108[g]	—	—
Proposed Employee Parking (net new)	2,732	—	1,105[h]	—
Total Employee Parking	**15,666[f]**	**11,108**	**1,105**	**3,453**

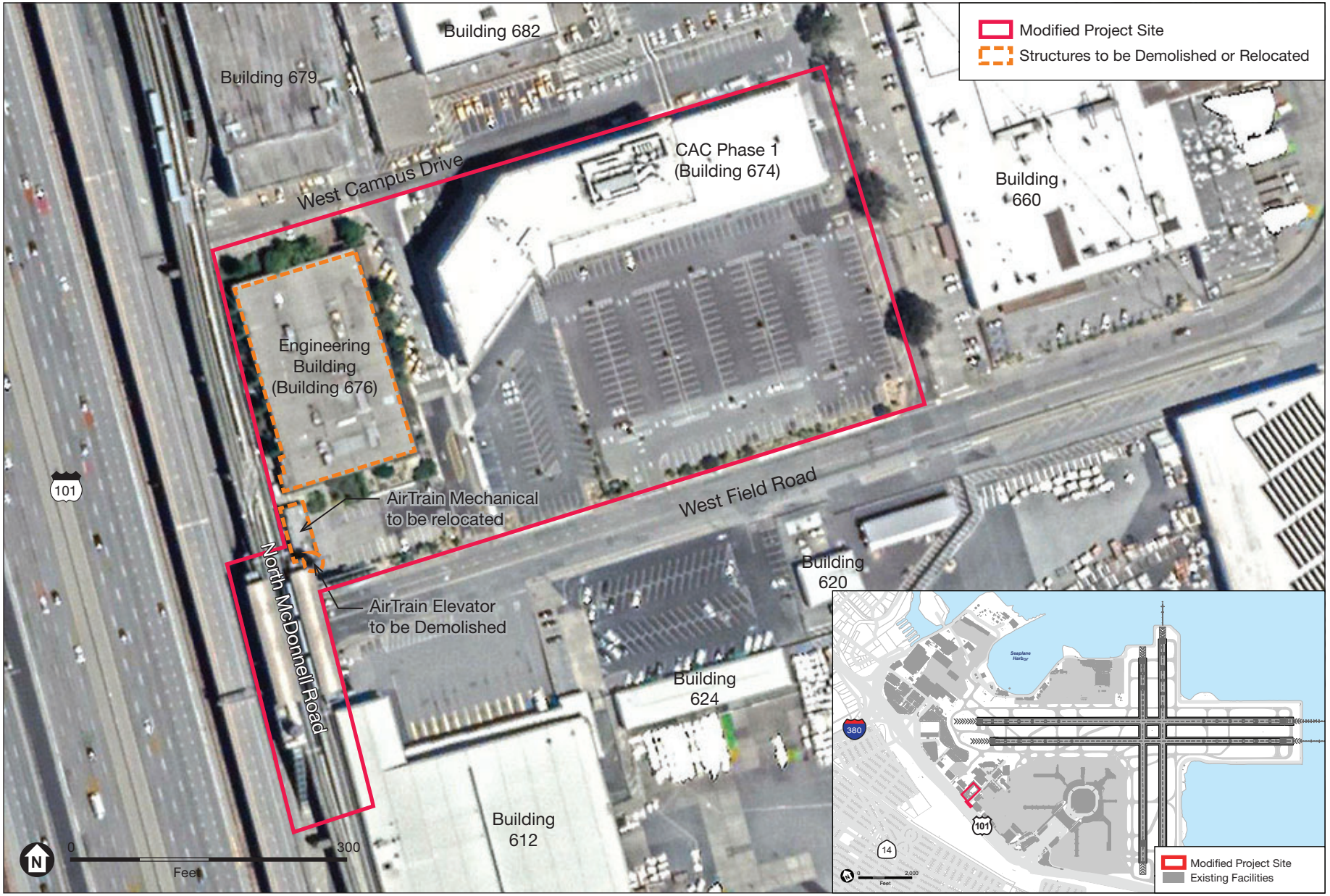
SOURCES: *SFO Master Plan*, November 1989; *SFO Master Plan Final Environmental Impact Report*, May 1992; Ricondo Associates, *Memorandum: Parking Supply Analysis, San Francisco International Airport*, revised February 21, 2019, Table 1-1; and SFO Design & Construction Division, 2019.

NOTES:

[a] Construction of office/administrative space on Plot 11 (136,400 square feet) less demolition of 31,700 square feet of office/administrative space due to the demolition of Building 670 in 2019.
[b] The modified project would include demolition of the existing Building 676 (30,800 square feet).
[c] Construction of office/administrative space within Building 648 (55,540 square feet) and built office/administrative space on one level in the International Terminal Building (40,000)
[d] Construction of office/administrative space at the International Terminal Building (160,000 square feet), plus a 100,000-square-foot office building in the West Field, less demolition of the Pan Am Administration Building (33,900 square feet).
[e] FEIR office/administration space (226,100 square feet) less total office/administration space built as of 2020 (200,240 square feet), plus demolition of 21,000 square feet of office/administrative space in former Building 41 (Airborne Freight Building), and less the modified project (307,200 square feet).
[f] The Master Plan FEIR planned for 15,666 employee parking spaces in Lot D, Lot DD, Lot C/CC, and other locations at the Airport.
[g] The total existing employee parking is provided in 16 different locations on Airport property. Refer to Ricondo Associates, *Memorandum: Parking Supply Analysis, San Francisco International Airport*, revised February 21, 2019, Table 1-1 for a list of existing employee parking locations and footnote 5 of this document.
[h] There are about 295 surface spaces at the modified project site. Construction of the modified project would include a 1,400-stall parking garage, or net an increase of 1,105 spaces at the site.

PARKING GARAGE (BUILDING 675)

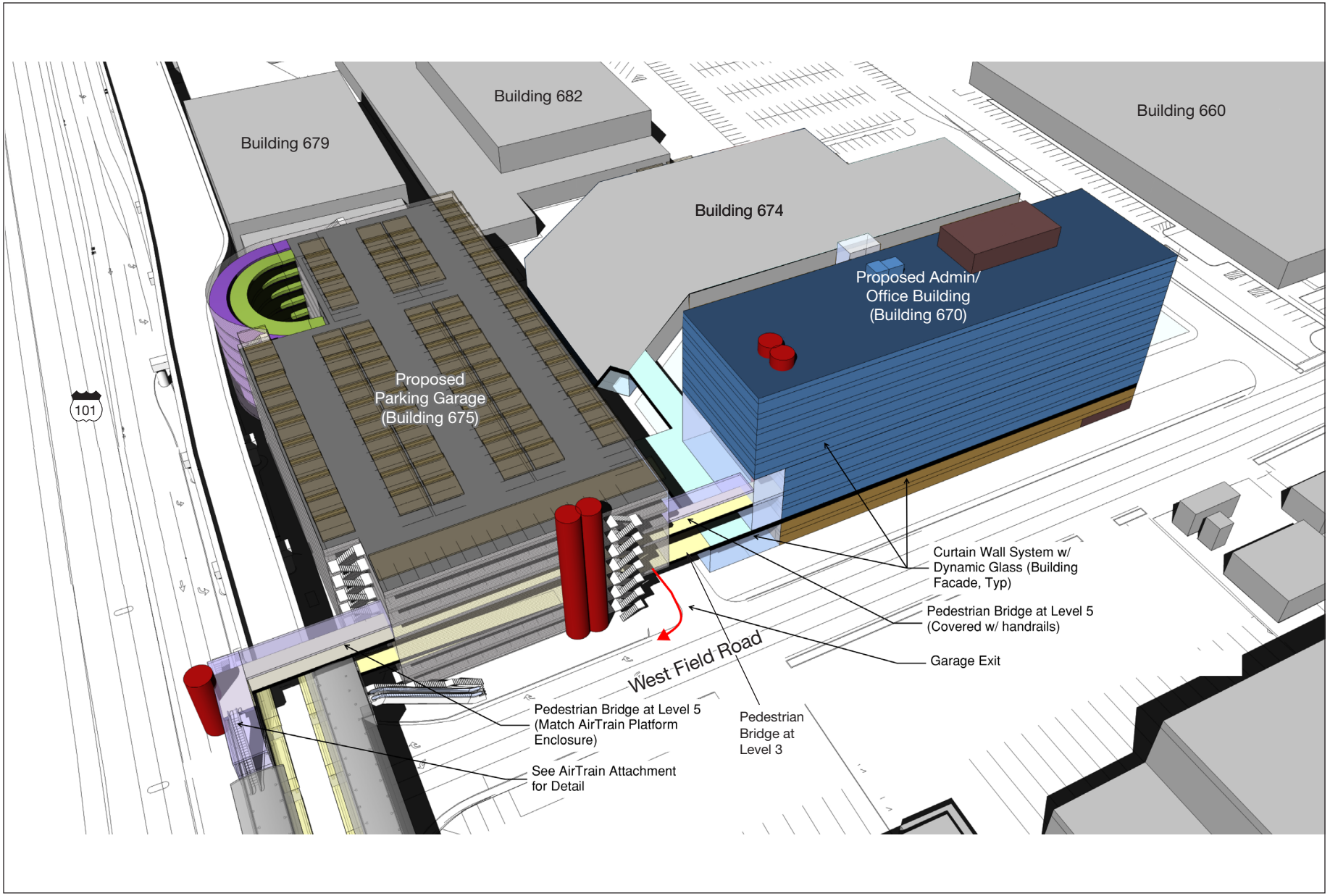
Under the modified project, Building 676, currently used for Airport administrative offices, and an AirTrain station elevator shaft would be demolished to accommodate a parking garage (Building 675) for City vehicles, visitors, and City/Airport employees located at the West Field area, including existing Buildings 674, 682, and the proposed Building 670 (see Figure 2, p. 7). The proposed parking garage would replace Building 676 and would be located on the west side of the project site, near the intersection of North McDonnell Road and West Field Road. The existing AirTrain mechanical facility located at the northeast corner of the intersection of North McDonnell and West Field roads, would be demolished and reconstructed on the first level of the proposed parking garage.



SOURCE: SFO Bureau of Planning and Environmental Affairs, 2020

Consolidated Administration Campus; Case No: 2019-006583ETM

FIGURE 1
MODIFIED PROJECT SITE

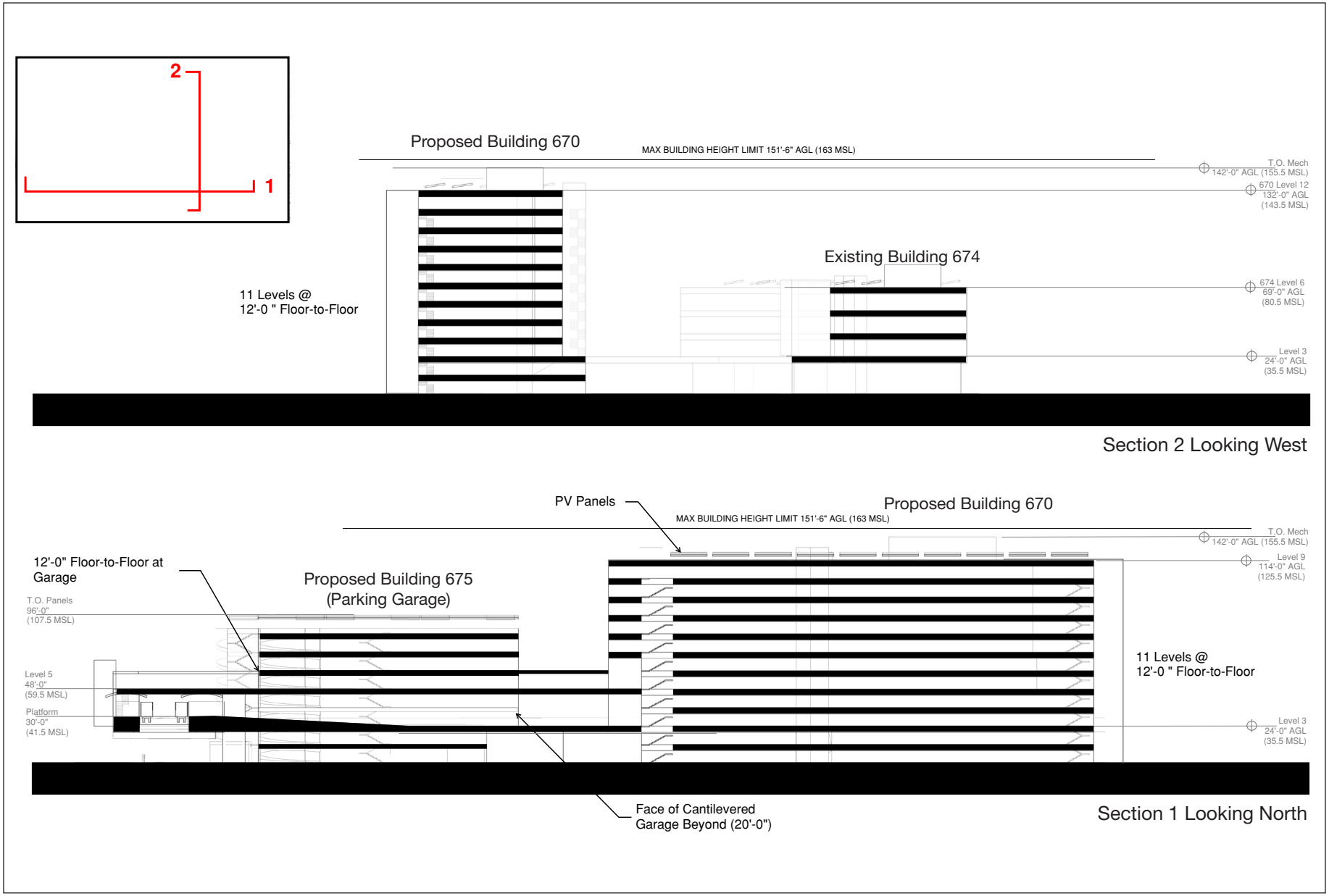


SOURCE: Landrum & Brown, Inc., and SFO Bureau of Planning and Environmental Affairs, 2020

Consolidated Administration Campus; Case No: 2019-006583ETM

FIGURE 2

MODIFIED PROJECT – AXONOMETRIC VIEW



SOURCE: Landrum & Brown and SFO, 2020

Consolidated Administration Campus; Case No: 2019-006583ETM

FIGURE 3

MODIFIED PROJECT – SECTION VIEW

The proposed parking garage would provide about 1,400 parking spaces (about 1,105 net new spaces) in an eight-level, approximately 96-foot-tall structure. Access to and from the parking garage would be from West Campus Drive on the north side of the structure and a garage exit to West Field Road would be located on the southeast corner of the structure. The garage would consist of a streel-frame structure constructed on a concrete slab foundation supported by reinforced concrete piles that would be predrilled to bedrock, cast in place, and then capped. The concrete piles could be drilled to a depth of up to 120 feet below ground surface. The Airport would designate about 8 percent of the parking spaces in the garage for low-emitting vehicles, consistent with LEED Gold requirements.

WEST FIELD ROAD AIRTRAIN STATION IMPROVEMENTS AND PEDESTRIAN CORRIDOR

As shown in **Figure 4**, the modified project would also include the following improvements to the West Field Road AirTrain station:

- Vertical connections (exterior staircases, elevator, and escalators) providing pedestrian access between the ground level, parking garage, and AirTrain station platforms;
- A new roof and enclosure over the fifth-level pedestrian bridge;
- An AirTrain platform extension to accommodate 4-car trains;
- Elevated pedestrian corridor connecting Buildings 674, 670, 626 and parking garage to the AirTrain station platform.

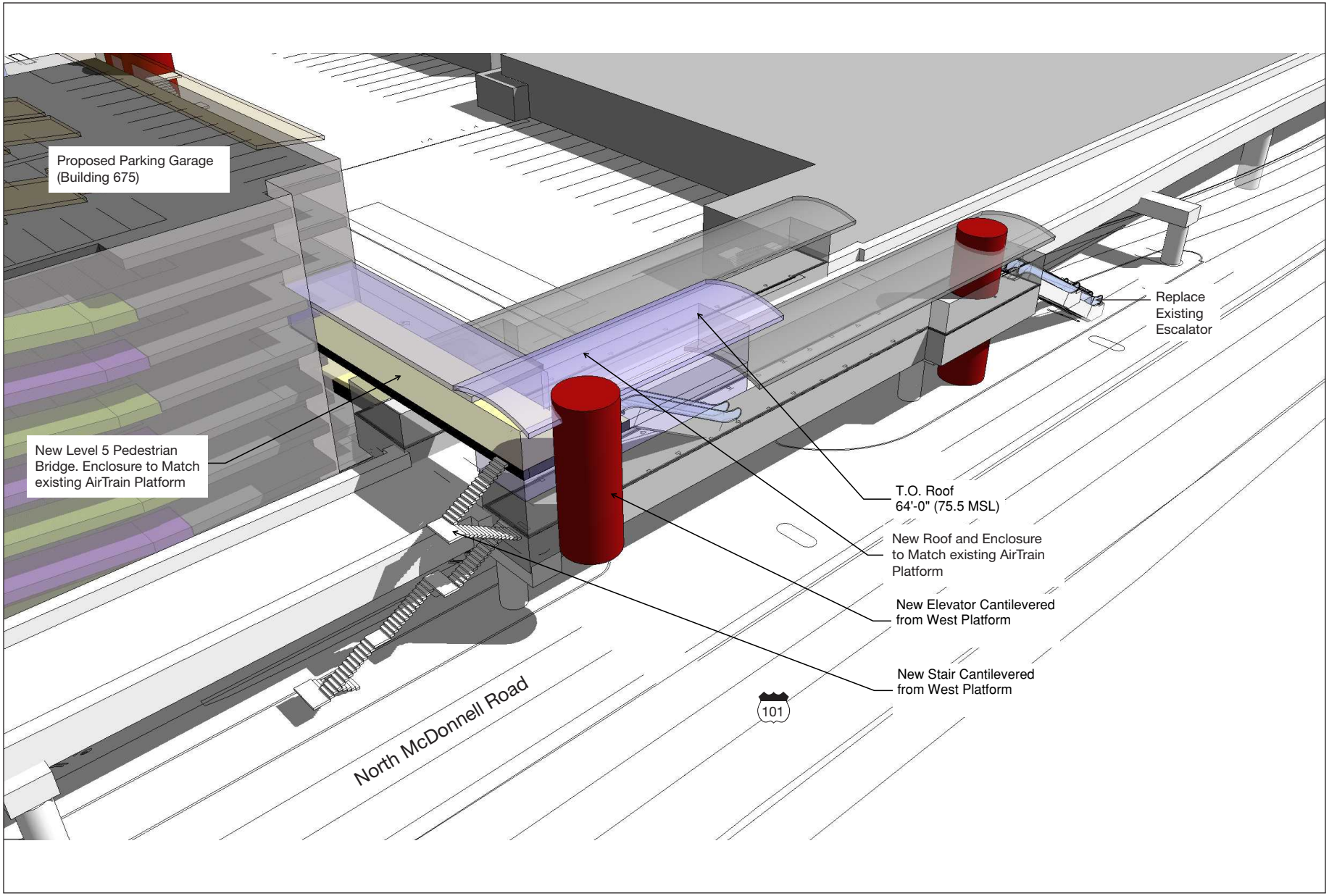
There would be no change to the existing SamTrans northbound and southbound bus routes or bus stops on North McDonnell Road as a result of the modified project. SamTrans would continue to service the existing intersection of North McDonnell Road and West Field Road.

LANDSCAPING

The modified project would replace approximately 295 surface parking spaces adjacent to Building 674 with an approximately 3-acre landscaped plaza. The landscaped plaza would be between the proposed Building 670 and the existing Building 674.

Construction Schedule

Utility work to reroute utilities from Building 676 to a nearby substation on Airport property south of the project site would occur in 2022. Demolition of Building 676 would occur in early 2023, and construction of the parking garage would occur from mid-2023 to mid-2024. Construction of the West Field Road AirTrain station improvements would occur throughout 2024, and construction of Building 670 would be completed over 18 months (from mid-2024 through late 2025). The overall construction period for the modified project would be approximately 45 months. Construction of the modified project would include the following construction activities: demolition, site grading, construction, and interior finishes. Construction staging would occur on Airport property at Plot 16D on South Airport Boulevard and North Access Road, immediately north of Interstate 380 (see **Figure 5**, p. 11).

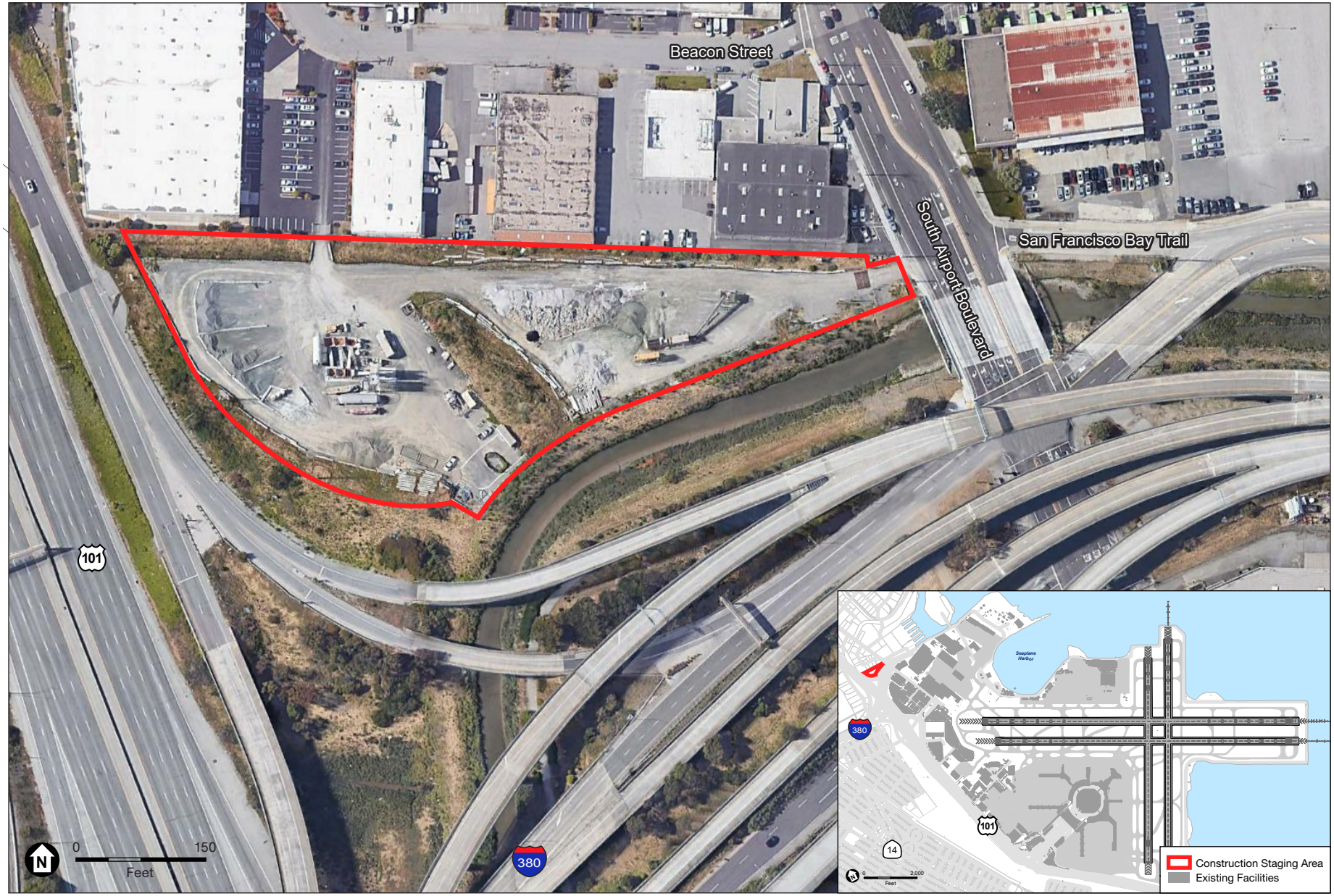


SOURCE: Landrum & Brown and SFO, 2020

Consolidated Administration Campus; Case No: 2019-006583ETM

FIGURE 4

MODIFIED PROJECT – WEST FIELD ROAD AIRTRAIN STATION IMPROVEMENTS



SOURCE: SFO Bureau of Planning and Environmental Affairs, 2020

Consolidated Administration Campus; Case No: 2019-006583ETM

FIGURE 5

CONSOLIDATED ADMINISTRATION CAMPUS CONSTRUCTION STAGING AREA

Approvals and Permits

Discussed below are the permits and approvals that would be required from federal, state, and local agencies to implement the modified project as described in this addendum.

FEDERAL APPROVAL AND PERMIT

- Federal Aviation Administration (FAA). As a federally obligated public use airport, SFO shall coordinate with the FAA for environmental review per FAA Order 1050.1F, Environmental Impacts: Policies and Procedures.

- FAA, Air Traffic Division, Form 7460-1 Permit. Approval of Form 7460-1, Notice of Proposed Construction or Alteration, to construct on an airport.

LOCAL APPROVALS AND PERMITS

- **San Francisco Airport Commission.** Adoption of California Environmental Quality Act (CEQA) Findings.
- **SFO Building Inspection and Code Enforcement (BICE), Building Permit.** Issuance of permit. All plans, specifications, calculations, and methods of construction shall meet the code requirements found in the California Uniform Building Code.
- **San Francisco Bay Area Air Quality Management District (air district).** Authority to Construct and/or Permit to Operate an Emergency Standby Generator – Diesel Engine. Issuance of permit for stationary sources of air emissions, specifically emergency standby generators.

Project Setting

As shown in Figure 1, p. 6, the modified project site is bounded by West Campus Drive to the north, Building 660 to the east, West Field Road to the south, and North McDonnell Road to the west. The modified project site is currently developed with an office building (Building 676) and paved for use as a parking lot and driveways. The AirTrain mechanical facility and elevator is located south of Building 676 adjacent to North McDonnell Road, and the West Field Road AirTrain station platforms are located above the northbound lanes of North McDonnell Road.

Building 660, a 42-foot-tall, approximately 248,000-square-foot facility used by the U.S. Postal Service, is located east of the modified project site. A surface parking lot and three buildings are located south of the modified project site: Building 612, a 49-foot-tall, approximately 115,000-square-foot cargo building; Building 624, a 24-foot-tall, approximately 8,100-square-foot storage facility; and Building 620, a 30-foot-tall, approximately 3,050-square-foot telecommunications facility. North McDonnell Road and U.S. 101 are located west of the modified project site, and Building 679, a 70-foot-tall, approximately 40,000-square-foot AirTrain maintenance and storage facility, and Building 682, a 62-foot-tall, approximately 76,000-square-foot Airport maintenance facility are located north of the modified project site. The closest school is Belle Air Elementary School in San Bruno, located approximately 0.3 mile northwest of the modified project site. The closest residential uses are located on Seventh Avenue in San Bruno approximately 0.3 mile northwest of the modified project site.

Cumulative Development

CEQA Guidelines section 15130(b)(1)(A) defines cumulative projects as past, present, and probable future projects producing related or cumulative impacts. CEQA Guidelines section 15130(b)(1) provides two methods for cumulative impact analysis: the "list-based approach" and the "projections-based approach." The list-based approach uses a list of projects producing closely related impacts that could combine with those of a proposed project to evaluate whether the project would contribute to significant cumulative impacts. The projections-based approach uses projections contained in a general plan or related planning document to evaluate the potential for cumulative impacts. This project-specific CEQA analysis employs both the list-based and projections-based approaches to the cumulative impact analysis, depending on which approach best suits the resource topic being analyzed.

Table 2 presents a list of SFO projects that are currently under construction or are reasonably foreseeable future projects that could potentially combine with the modified project to result in cumulative impacts.

Table 2 Cumulative Projects on SFO Property

Count	Project Name and Description	Anticipated Construction
1	**Recommended Airport Development Plan (RADP)** – A long-range plan to guide the Airport's landside development. The purpose of the RADP is to plan for forecast passenger and operations growth at SFO through the following measures: maximizing gate capacity, geometry, and flexibility; optimizing lobby and security flows and incorporating new technology for passenger screening; maximizing shared-use facilities and baggage claim flexibility; and maximizing transfer connectivity for passengers and baggage.	2023–2035
2	**Shoreline Protection Program** – This project would install a new seawall that would comply with current Federal Emergency Management Administration requirements for flood protection and incorporate designs for future sea-level rise.	2025–2032
3	**West Field Cargo Redevelopment** – This project would demolish seven buildings and construct two consolidated cargo/ground service equipment (GSE) facilities and one ground service equipment facility to accommodate current and future air cargo operations.	2022–2029

SOURCE: SFO Five-Year Capital Plan, 2019.

CEQA Analysis Approach

San Francisco Administrative Code section 31.19(c)(1) states that a modified project must be reevaluated, and that "If, on the basis of such reevaluation, the Environmental Review Officer determines, based on the requirements of CEQA, that no additional environmental review is necessary, this determination and the reasons therefore shall be noted in writing in the case record, and no further evaluation shall be required by this Chapter." CEQA Guidelines section 15164 provides for the use of an addendum to document the basis for a lead agency's decision not to require a subsequent or supplemental EIR for a project that is already adequately covered in an existing certified EIR. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger the preparation of a subsequent or supplemental EIR, as provided in CEQA Guidelines section 15162, are not present.

This addendum evaluates whether the potential environmental impacts of the modified project are addressed in the Master Plan FEIR, which was certified on May 29, 1992.[9] More specifically, this addendum evaluates whether the modified project would cause new significant impacts that were not identified in the Master Plan FEIR; would result in significant impacts that would be substantially more severe than those identified in the FEIR; and whether the modified project would require new mitigation measures to reduce significant impacts. This addendum also considers whether changes have occurred with respect to the circumstances of the modified project that would cause significant environmental impacts to which the project would contribute considerably, or whether new information has been put forward demonstrating that the modified project would cause new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts.

The Master Plan FEIR analyzed impacts of the Master Plan in the areas of Land Use and Plans, Transportation, Noise, Air Quality, Energy, Cultural Resources, Geology and Seismicity, Hazardous Materials, Employment and Housing, Utilities, Public Services, Aviation Safety, and Growth Inducement. In addition, the Master Plan Initial Study (FEIR Volume III, Appendix A) analyzed impacts in the areas of Visual Quality, Population, Climate, Biology, Water, and Energy/Resources.

This addendum evaluates the potential project-specific environmental impacts of the modified project described above and incorporates by reference information contained in the Master Plan FEIR. This addendum also documents the assessment and determination that the modified project is within the scope of the Master Plan FEIR and no additional environmental review is required.

Evaluation of Environmental Effects

Cultural Resources

FEIR FINDINGS

Cultural resources are analyzed on pp. 183 to 191 and pp. 371 to 373 of the Master Plan FEIR. The FEIR evaluated the effects of the Master Plan on cultural resources, including archeological, historic, and paleontological resources.

The FEIR determined that the Master Plan projects would be constructed on former Bay land that was drained and filled with artificial fill to create a broad flat area. While prehistoric cultural activity could have occurred, such areas have been altered by the prior land reclamation and intense airport development. Further, a cultural resources report[10] found that while there are prehistoric archeological sites located in the vicinity of the Airport, none were on Airport property. The FEIR concluded that while there are no known archeological resources at the Airport, the possibility exists for the presence of buried archeological resources—including those that contain human remains. The FEIR included the following mitigation measures to reduce impacts related to archeological resources to less than significant: Mitigation Measure I.D.1.a. (Review by Project Archeologist); Mitigation Measure I.D.1.b. (Procedure for

[9] San Francisco Planning Department, *San Francisco International Airport Master Plan Final Environmental Impact Report*, Case No. 86.638E, State Clearinghouse No. 90030535, May 1992.

[10] David Chavez Associates, *Cultural Resources Evaluation for the San Francisco International Airport Master Plan EIR*, San Mateo County, California, August 1990, revised February 1991.

reporting Significant Artifacts); Mitigation Measure I.D.1.c. (Inspection and Retrieval of Significant Artifacts); and Mitigation Measure I.D.1.d (Archeologist Report).

The Airport property boundary has not changed since adoption of the FEIR. Therefore, the modified project would not result in any new or substantially greater prehistoric archeological impacts beyond those identified in the FEIR.

When the FEIR was certified in 1992, the evaluation of cultural resources conformed to CEQA Guidelines Appendix K, whose "importance" criteria relating to historical resources were later amended and officially adopted in 1998 to establish the California Register of Historical Resources (California register). The FEIR determined that there are no historical resources that meet CEQA Guidelines Appendix K "importance" criteria located on Airport property that will be affected by the Master Plan projects.[11]

MODIFIED PROJECT IMPACTS

HISTORIC ARCHITECTURAL RESOURCES

Only one age-eligible (i.e., 45 years or older) building, Building 676, is located within the project site. Building 676 was evaluated in 2020 for eligibility for listing in the National Register of Historic Places (national register) as part of the Consolidated Administration Campus project.[12] Building 676 was constructed in 1968 on the east side of North McDonnell Road near the intersection with West Field Road as an administration building for Pacific Air Lines. Beginning in 1969, the building was occupied by the Engineering Division of the San Francisco Public Utilities Commission (the precursor to the Airport Commission) and later by the engineering division of SFO. The one-story, 30,800-square-foot building has a rectangular footprint, is clad in metal siding within aluminum-frame curtain walls, and is capped by a flat roof. The 2020 evaluation found that Building 676 is not individually significant under any national register criteria and does not contribute to any known or potential historic districts on the Airport property. Although the 2020 evaluation did not evaluate the buildings for eligibility for listing in the California register, the planning department has determined that it concurs with the findings of the 2020 evaluation and that Building 676 is not considered a historical resource for the purposes of CEQA.[13]

Therefore, the modified project would have less-than-significant impacts on historical architectural resources as defined in CEQA Guidelines section 15064.5 because there are no such resources immediately adjacent to or within the project site. Therefore, the modified project would not result in any new or substantially greater impacts to historic resources beyond those identified in the FEIR and would not require new mitigation measures.

ARCHEOLOGICAL RESOURCES

ESA conducted a records search for the project site and all areas within 0.5 miles of the modified project site at the Northwest Information Center (NWIC) of the California Historical Resources Information System at Sonoma State University in Rohnert Park, California on June 4, 2014, and November 14, 2019 (NWIC File No. 13-1887 and 19-0835); these were updated on July 23, 2020 (NWIC File No. 20-0162). The

[11] Ibid.

[12] ESA, *Cultural Resources Report for the SFO Engineering Administration Building, Building 676*, prepared for the Federal Aviation Administration and San Francisco International Airport, September 2020.

[13] San Francisco Planning Department, *Part I Historic Resource Evaluation Response: San Francisco International Airport (SFO) Engineering Administration Building – Building 676/Jason G. Yuen Engineering and Architecture Building, Planning Record No. 2019-006583ETM,* January 20, 2021.

records search included a review of previous studies, records, and maps on file at the NWIC, including a review of the State of California Office of Historic Preservation Historic Properties Directory with summary information from the National Register, Registered California State Landmarks, California Historic Points of Interest, Archeological Determinations of Eligibility, and California Inventory of Historical Resources. The purpose of the records search was to: (1) determine whether known archeological resources have previously been recorded in a 0.5-mile radius of the modified project site; and (2) assess the likelihood for unrecorded cultural resources to be present based on historical references and the distribution of nearby cultural resources.

The records search results, as well as additional background research completed by ESA, did not identify any recorded archeological resources within the modified project site. Four prehistoric and historic-era archeological resources have been recorded between 0.3 and 0.5 mile from the modified project site.

Prior to the 1920s, the setting of the modified project site was a salt marsh. However, prehistorically the modified project site was dry land within a broad river valley. Starting around 10,000 years ago, the river valley was inundated as rising sea levels created San Francisco Bay, gradually drowning the lands at the future site of the airport between 6,000 and 2,000 years ago. As the rate of sea level rise slowed, sediments carried into the bay from the adjacent land accumulated along the shoreline and marshlands developed: in 1869, marshes extended some 0.8 miles eastward of the modified project site before meeting the open waters of the bay, and about 0.25 miles west of the modified project site to the dry shoreland.

The marsh setting that characterized the modified project site during the past 2,000 years, and the underlying Young Bay Mud, generally have low sensitivity for the presence of near surface prehistoric archeological resources and for historic period residential or farming-related resources, because marshes, which may be very wet, or inundated tidally or seasonally. However, prehistoric human remains have occasionally been found in marsh and Young Bay Mud settings, deeply buried, in several instances.

In the 19th and early 20th centuries, piers and elevated roadways were built across the marshes in some areas to provide access to the bay for fishing or shipping. Later, dry lands were created through the construction of water diversion features in the marshlands west of the modified project site. At that time, the waters east of the airport site were a designated oyster fishery, which suggests that these were shallow, gravelly shoals. No archival documentation of historic use of the modified project site has been found, and it is not anticipated that the remains of such features would be encountered at the modified project site.

Based on its environmental history, it appears that the modified project site was not suitable for prehistoric occupation during the past 2,000 years. However, this location at one time was adjacent to the bay shore and not far distant from creeks that entered the bay, a setting that was highly favored by prehistoric Native Americans. More than 400 prehistoric shell middens—sites of substantial prehistoric Native American occupation—were visible on the surface around San Francisco Bay in 1904 (Nelson 1906). On this basis, the shoreline setting is assumed also to be sensitive for the presence of older shoreline prehistoric archeological sites, occupied and used during the time that the bay was filling and subsequently inundated and buried by bay bottom and (later) marsh silt deposits (known locally as Young Bay Mud). If present, archeological resources that were present at this time would most likely be found beneath the Young Bay Mud, at or near the surface of the underlying Upper Layered Sediments stratum that predate that bay in this area.

As revealed in geotechnical cores, and discussed in more detail below, the geologic stratigraphy at the project site, from surface to depth, consists of artificial landfill soils, underlain by stratum of Young Bay Mud, which rests directly atop the surface of the Upper Layered Sediments which, in turn, rest on Old Bay Clay. The Upper Layered Sediments are interbedded Pleistocene-age marine and terrestrial deposits[14] (that is, deposited alternately, in marine and terrestrial environmental) that formed the land surface during the Early to Middle Holocene period (ca. 11,700 to 3,800 years ago); the time during which humans first inhabited the San Francisco Peninsula. While in some areas the surface of the Upper Layered Sediments stratum was eroded away by the tidal action of the rising bay, under some environmental conditions the upper surface of these sediments has been preserved intact beneath the Young Bay Mud. In these circumstances, there is the potential for the presence of Middle Holocene archeological deposits. These would be expected to be located beneath the Young Bay Mud, in the upper 3 to 5 feet of the Upper Layered Sediments.

Based on the geotechnical investigations, the modified project site consists of approximately 6.5 to 9 feet of artificial fill, which was used to reclaim the tidal marsh during the 1950s. Underlying the artificial fill is a relatively thin stratum of Young Bay Mud that extends to a depth of 13 to 24.5 feet below ground surface (bgs). The Young Bay Mud, deposited in an aquatic environment,[15] has low sensitivity for prehistoric archeological resources, with the possible exception of rare, isolated prehistoric human remains. Below the Young Bay Mud, the Upper Layered Sediments and underlying Old Bay Clay extend to a depth of approximately 144 feet bgs. As discussed above, the Upper Layered Sediments stratum may represent the land surface at the project site during the terminal Pleistocene, which potentially was habitable in the late Pleistocene to early Holocene, the time at which humans are believed to have first arrived in the Bay Area. For this reason, the interface between Young Bay Mud and the Upper Layered Sediments is potentially sensitive for containing buried prehistoric archeological deposits. Such deposits, if present in this context, are highly significant archeologically because only a few such resources have been found, and because they likely represent the earliest human occupation of the region.

To assess whether sediments evidencing the potential for presence and survival of archeological resources are present beneath the project site, a geoarcheologist reviewed the coring logs from geotechnical borings conducted at the project site. The objective of this review was to look for evidence, in the logs, of the presence of paleosols (strata with evidence of having been exposed on the land surface for long enough that they could harbor archeological deposits); and for evidence of prehistoric erosion of the Upper Layered Sediments stratum, which might have destroyed or disturbed paleosols if they were present.

Eleven geotechnical cores were extracted from the project site or immediate vicinity. The project geoarcheologist noted that several of the core logs describe the upper surface of the Upper Layered Sediments as greenish grey silty clays and sandy silts, which are indicative of an aquatic environment.[16,17,18]

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[14] Julius Schlocker, *Geology of the San Francisco North quadrangle*, California: U.S. Geological Survey, Professional Paper 782, 1974.

[15] Brian F. Byrd, Philip Kaijankoski, Jack Meyer, Adrian Whitaker, Rebecca Allen, Meta Bunse, and Bryan Larson, *Archaeological Research Design and Treatment Plan for the Transit Center District Plan Area, San Francisco, California*. Prepared by Far Western Anthropological Research Group, Past Forward Inc., and JRP Historical. Prepared for the City and County of San Francisco Planning Department, San Francisco, CA, 2010, 86. This document is confidential and shall not be publicly circulated.

[16] Treadwell and Rollo*, Geotechnical Investigation, West Field Improvements, San Francisco International Airport, San Francisco, California*. Prepared for City and County of San Francisco, 1996.

[17] ENGEO, *Geotechnical Data Report, San Francisco International Airport (SFIA), SFO Consolidated Administration Campus, San Francisco, California*. Prepared for San Francisco International Airport, 2013.

[18] AGS, *Final Geotechnical Study Report, Building 624 Improvements Project, Southfield Tenant Relocations, San Francisco International Airport, San Francisco, California*. Prepared for San Francisco International Airport, 2015.

However, about half of the cores, which for geotechnical purposes are not sampled continuously, did not include samples at the Young Bay Mud/ Upper Layered Sediments interface, so did not provide definitive data on the depositional environment of the upper stratum of the Upper Layered Sediments. Geoarcheological analysis also included review of a geotechnical study of a larger area of the airport, conducted in 2000, which concludes that there is evidence for widespread erosion of the Upper Layered Sediments in the general project vicinity based on substantial irregularities in the depths and thicknesses of various strata. These variations suggest that the Upper Layered Sediments stratum has been cut by deep erosion channels at various locations around the airport. This pattern of erosion may have reduced the potential for survival of potentially habitable pre-Bay land surfaces within the modified project site.

Three of the cores at the project site recovered samples of a stratum of black silty sand at the top of the Upper Layered Sediments, which may reflect re-deposition of these upper layers by erosion. However, it is also possible that this stratum could indicate the presence of organic material, which might suggest the presence of a paleosol. One core log noted rootlets at the Young Bay Mud/Upper Layered Sediments contact, which could point to the presence of terrestrial or marsh soils. While the geotechnical data from the site therefore suggest that the surface of the potentially sensitive Upper Layered Sediments may have been deposited in an environment not conductive to human occupation, this interpretation is not conclusive, since many of the cores did not sample the critical stratigraphic interface; and while generalized data from the airport overall suggest that substantial erosion occurred in the vicinity prior to or during the deposition of the Young Bay Mud stratum, results with respect to the project site also are inconclusive. These uncertainties are does to the fact that many cores did not sample the critical stratigraphic interface at the project site; because only core logs, and not core samples, were available for assessment by a geoarcheologist; and because the evidence of widespread prehistoric erosion evinced in cores elsewhere around the airport has not been explicitly documented at the project site. On this basis, while it is possible that past environmental conditions do not favor the preservation of prehistoric archeological deposits that may have been present at the project site, because of the high level of significance of any resources that may survive, the site must be considered to be sensitive for the presence of submerged prehistoric archeological resources. Any project impacts to such a resource would be significant.

Direct project excavations at the project site would disturb soils to 5 feet depth. At these depths, excavations would be confined to fill and Young Bay Mud strata. These strata are not archeologically sensitive (with the possible exception of potential isolated human remains), so mass excavations would not be expected to result in impacts to archeological resources. However, Buildings 670 and 675 would require pile foundations up to 120 feet depth. Piles would be driven through the fill, Young Bay Mud and Upper Layered sediments, which would result in a significant impact if a deeply buried prehistoric deposit were present at the project site near the surface of the Upper Layered Sediments.

The FEIR concluded that while there are no known archeological resources at the Airport, the possibility exists for the presence of buried archeological resources—including those that contain human remains. Consistent with the initial stipulation of FEIR Mitigation Measure 1.D.1.a.[19] SFO retained the services of a qualified archeologist to review project soil and geotechnical data and provide recommendations for further steps to be taken to ensure that impacts to significant archeological resources and human

[19] FEIR Mitigation Measure 1.D.1.a: Review by Project Archaeologist. The project sponsor will retain the services of an archeologist. The sponsor will submit copies of the general soil survey and site-specific geotechnical investigations prepared for the San Francisco Airport expansion projects for review by the project archeologist. The project archeologist will report recommendations to the Environmental Review Officer (ERO). The archeologist will give consideration to the potential presence of coastal prehistoric sites below existing bay alluvium and remains of Chinese shrimp camps (c. 1870 to c. 1910 A.D) in evaluating the archeological sensitivity of individual projects sites and in developing recommendations.

remains are avoided or mitigated. The results of that review and consultation, which took into account advances in geoarcheological knowledge in recent decades, are presented above.

As detailed in the analysis above, there may be a potential for project pilings to encounter highly significant Middle Holocene prehistoric archeological resources. For this reason, while this potential is uncertain, if a buried prehistoric deposit were present it would be highly significant. Therefore, based on the project archeologist's recommendation and consultation with the ERO, and consistent with archeological treatments applied for San Francisco projects in similar settings, **Mitigation Measure CR-1, Archeological Testing,** is included in the project. In accordance with this measure, geoarcheological testing would be undertaken at the project site prior to pile construction to more definitively ascertain whether significant prehistoric deposits or paleosols that may harbor such deposits are present and would be affected by pile construction.

Mitigation Measure CR-1, Archeological Testing, set forth in full below, would implement appropriate archeological treatment as identified through the archeological review, recommendation and consultation process set forth in the initial paragraph of FEIR Mitigation Measure 1.D.1.a. Archeological testing, in this case, would consist of geoarcheological coring on the project site, with continuous cores from the surface to 5 feet below the surface of the Upper Layered Sediments, distributed at approximately 50-meter horizontal intervals across the portion of the site where pile foundations would be needed. The geoarcheologist would open and assess the cores for the presence of potential paleosols and, if a potential paleosol is present, would sample the core for further analysis and dating. If a paleosol or a prehistoric deposit is identified, further testing and/or data recovery would be scoped in consultation between the archeologist and the ERO, and implemented as detailed in the mitigation measure.

> **Mitigation Measure CR-1: Archeological Testing** *(Implementing FEIR Mitigation Measure 1.D.1.a through 1.D.1.d)*. Based on a reasonable presumption that archeological resources may be present within the project site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of a qualified archeological consultant having expertise in California prehistoric and urban historical archeology. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines Sect. 15064.5 (a)(c).
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> *Archeological Testing Program.* The archeological testing program shall be conducted in accordance with the approved Archeological Testing Plan (ATP). The purpose of the archeological testing program will be to determine to the extent possible the presence or

absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.

The archeological consultant and the ERO shall consult on the scope of the ATP reasonably prior to any project-related soils disturbing activities commencing. The archeological consultant shall prepare and submit to the ERO for review and approval an ATP. The ATP shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, lay out what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. The ATP shall also identify the testing method to be used, the depth or horizontal extent of testing, and the locations recommended for testing and shall identify archeological monitoring requirements for construction soil disturbance as warranted. The archeologist shall implement the approved testing as specified in the approved ATP prior to and/or during construction. The archeologist shall consult with the ERO at the conclusion of testing to report testing results, determine whether data recovery is needed, and provide construction monitoring recommendations and shall implement monitoring as determined in consultation with the ERO.

Archeological Data Recovery Plan. If testing results are positive and the ERO determines that an archeological data recovery program is warranted, the archeological data recovery program shall be conducted in accord with an Archeological Data Recovery Plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.
- Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures.
- Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies.
- Interpretive Program. Consideration of an on-site/off-site public interpretive program based on the results of the archeological data recovery program.
- Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- Final Report. Description of proposed report format and distribution of results.

- Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Consultation with Descendant Communities. On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report (FARR) shall be provided to the representative of the descendant group.

Human Remains and Funerary Objects. The treatment of human remains and funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the San Mateo County Medical Examiner and, in the event of the Medical Examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission, which will appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98). The ERO also shall be notified immediately upon the discovery of human remains.

The project sponsor and ERO shall make all reasonable efforts to develop a Burial Agreement ("Agreement") with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and associated or unassociated funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). The Agreement shall take into consideration the appropriate excavation, removal, recordation, scientific analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. If the MLD agrees to scientific analyses of the remains and/or associated or unassociated funerary objects, the archeological consultant shall retain possession of the remains and associated or unassociated funerary objects until completion of any such analyses, after which the remains and associated or unassociated funerary objects shall be reinterred or curated as specified in the Agreement.

Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept treatment recommendations of the MLD. However, if the ERO, project sponsor and MLD are unable to reach an Agreement on scientific treatment of the remains and associated or unassociated funerary objects, the ERO, with cooperation of the project sponsor, shall ensure that the remains associated or unassociated funerary objects are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance.

Treatment of historic-period human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity, additionally, shall follow protocols laid out in the project's Archeological treatment documents, and in any related agreement established between the project sponsor, Medical Examiner and the ERO.

Archeological Public Interpretation Plan. The project archeological consultant shall submit an Archeological Public Interpretation Plan (APIP) if a significant archeological resource is discovered during a project. If the resource to be interpreted is a tribal cultural resource, the APIP shall be prepared in consultation with and developed with the participation of Ohlone tribal representatives. The APIP shall describe the interpretive product(s), locations or distribution of interpretive materials or displays, the proposed content and materials, the producers or artists of the displays or installation, and a long-term maintenance program. The APIP shall be sent to the ERO for review and approval. The APIP shall be implemented prior to occupancy of the project.

Final Archeological Resources Report. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. The archeological consultant shall submit a draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological, historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken, and if applicable, discusses curation arrangements.

Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the ARR to the NWIC. The Environmental Planning Division of the Planning Department shall receive one bound copy and one unlocked, searchable PDF copy on digital medium of the approved FARR along with GIS shapefiles of the site and feature locations and copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.

Curation. Significant archeological collections shall be permanently curated at an established curatorial facility selected in consultation with the ERO.

Implementation of Mitigation Measure CR-1 would reduce the potentially significant impact to prehistoric archeological resources to a less than significant level.

There also is the potential for accidental discovery of archeological resources during project construction; in particular, isolate human remains. Implementation of **Mitigation Measure CR-2, Accidental Discovery**, would reduce the potential for the project to result in significant impacts to unanticipated archeological resources and to human remains, as defined in CEQA section 15064.5, consistent with the conclusion of the FEIR. Mitigation Measure CR-1 reflects updates to the mitigation measure consistent with current planning department practices, and supersedes FEIR **Mitigation Measures I.D.1.a through I.D.1.d**.[20]

Mitigation Measure CR-2: Accidental Discovery *(Implementing FEIR Mitigation Measures I.D.1.a through I.D.1.d)***.** The following mitigation measure is required to avoid any potential adverse effect from the proposed project on accidentally discovered buried or submerged historical resources as defined in CEQA Guidelines Section 15064.5(a) and (c).

[20] The full text of the Master Plan FEIR mitigation measures are available in the Final Mitigation Monitoring and Reporting Program (MMRP), as adopted by the Airport Commission on November 1992.

ALERT Sheet. The project sponsor shall distribute the Planning Department archeological resource "ALERT" sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soils-disturbing activities within the project site. Prior to any soils-disturbing activities being undertaken, each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel, including machine operators, field crew, pile drivers, supervisory personnel, etc. The project sponsor shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor(s), and utilities firm) confirming that all field personnel have received copies of the Alert Sheet.

Discovery Stop Work and Notification. Should any indication of an archeological resource be encountered during any soils-disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils-disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should be undertaken.

Archaeological Consultant Identification and Evaluation. If the ERO determines that an archeological resource may be present within the project site, the project sponsor shall retain the services of an archeological consultant from the Qualified Archeological Consultant List maintained by the Planning Department. The archeological consultant shall advise the ERO as to whether the discovery is an archeological resource as well as if it retains sufficient integrity and is of potential scientific/historical/cultural significance. If an archeological resource is present, the archeological consultant shall identify, document, and evaluate the archeological resource. The archeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor.

Discovery Treatment Determination. Measures might include preservation in situ of the archeological resource; an archeological monitoring program; an archeological testing program; and/or an archeological interpretation program. If an archeological interpretive, monitoring, and/or testing program is required, it shall be consistent with the Environmental Planning Division guidelines for such programs and shall be implemented immediately. The ERO may also require that the project sponsor immediately implement a site security program if the archeological resource is at risk from vandalism, looting, or other damaging actions.

Consultation with Descendant Communities. On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report (FARR) shall be provided to the representative of the descendant group.

Archeological Data Recovery Plan. If an archeological data recovery program is required by the ERO, the archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The project archeological consultant, project sponsor, and ERO shall

meet and consult on the scope of the ADRP. The archeological consultant shall prepare a draft ADRP that shall be submitted to the ERO for review and approval. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.
- Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures.
- Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies.
- Interpretive Program. Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.
- Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- Final Report. Description of proposed report format and distribution of results.
- Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Human Remains and Funerary Objects. The treatment of human remains and of funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the San Mateo County Medical Examiner and, in the event of the Medical Examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC), which will appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98). The ERO also shall be notified immediately upon the discovery of human remains.

The project sponsor and ERO shall make all reasonable efforts to develop a Burial Agreement ("Agreement") with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and associated or unassociated funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). The Agreement shall take into consideration the appropriate excavation, removal, recordation, scientific analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. If the MLD agrees to scientific analyses of the remains and/or associated or unassociated funerary objects, the archeological consultant shall retain possession of the remains and associated or unassociated

funerary objects until completion of any such analyses, after which the remains and associated or unassociated funerary objects shall be reinterred or curated as specified in the Agreement.

Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept treatment recommendations of the MLD. However, if the ERO, project sponsor and MLD are unable to reach an Agreement on scientific treatment of the remains and/or associated or unassociated funerary objects, the ERO, with cooperation of the project sponsor, shall ensure that the remains and/or associated or unassociated funerary objects are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance.

Treatment of historic-period human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity, additionally, shall follow protocols laid out in the project archeological treatment document, and other relevant agreement established between the project sponsor, Medical Examiner and the ERO.

Archeological Public Interpretation Plan. The project archeological consultant shall submit an Archeological Public Interpretation Plan (APIP) if a significant archeological resource is discovered during a project. If the resource to be interpreted is a tribal cultural resource, the APIP shall be prepared in consultation with and developed with the participation of Ohlone tribal representatives. The APIP shall describe the interpretive product(s), locations or distribution of interpretive materials or displays, the proposed content and materials, the producers or artists of the displays or installation, and a long-term maintenance program. The APIP shall be sent to the ERO for review and approval. The APIP shall be implemented prior to occupancy of the project.

Final Archeological Resources Report. The project archeological consultant shall submit a confidential draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource, describes the archeological and historical research methods employed in the archeological monitoring/data recovery program(s) undertaken, and discusses curation arrangements

Once approved by the ERO, copies of the approved FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy, and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning Division of the Planning Department shall receive one bound copy and one unlocked, searchable PDF copy on digital medium of the FARR along with GIS shapefiles of the site and feature locations and copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources.

Curation. Significant archeological collections shall be permanently curated at an established curatorial facility selected in consultation with the ERO.

In summary, the modified project would not result in any impacts greater than those disclosed in the FEIR related to archeological resources with implementation of Mitigation Measures CR-1 and CR-2, which implement the mitigation measures identified in the FEIR. Therefore, the modified project would not

result in any new significant or more-severe impacts on archeological resources than those identified in the FEIR, and would not require new mitigation measures.

CUMULATIVE IMPACTS

As discussed above, no historic resources are present on or adjacent to the project site. The modified project would not result in any new or substantially greater impacts to historic properties beyond those identified in the FEIR. Therefore, impacts from the modified project could not combine with other cumulative projects in the project vicinity to result in a significant cumulative impact on historic architectural resources.

Generally, the area for cumulative analysis of archeological resources is the project site where excavation would occur. None of the cumulative projects noted in Table 2, p. 13, would overlap with construction activities at the project site, nor are there any known archeological resources on the modified project site that extend beyond the boundaries of the project site and could be affected by nearby development. In addition, all cumulative projects at the Airport would be subject to Mitigation Measure CR-1, which would ensure that archeological analysis is conducted during project planning and appropriate treatment for potential resources are identified and implemented; and that if archeological resources or human remains are identified during construction they are treated appropriately. Therefore, impacts from the modified project could not combine with other cumulative projects in the project vicinity to result in a significant cumulative impact on archeological resources or human remains.

Tribal Cultural Resources

FEIR FINDINGS

The FEIR did not analyze impacts on tribal cultural resources, as this topic was not mandated for inclusion under CEQA until 2016.

MODIFIED PROJECT IMPACTS

There are no known archeological resources in the project vicinity that could be considered tribal cultural resources. The analysis above states there is the potential to uncover buried prehistoric archeological resources in the project site because reinforced concrete piles would be predrilled to bedrock (approximately 120 feet below ground). However, the City does not have record of any tribal cultural resources in the modified project site. Consistent with prior consultation between the City and Ohlone tribal groups, all prehistoric sites identified would be considered to be potential tribal cultural resources.

While unlikely, ground disturbing activities, including pile construction, could damage archeological resources that are considered tribal cultural resources, if present. Accordingly, the modified project would be subject to Mitigation Measure CR-1 and Mitigation Measure CR-2, as noted above. Implementation of this mitigation measure would reduce potential impacts on tribal cultural resources to a less-than-significant level.

CUMULATIVE IMPACTS

The FEIR did not make an impact determination specific to cumulative tribal cultural resource effects. The geographic extent of cumulative tribal cultural resources impacts is typically the project site, where excavation would occur. None of the cumulative projects noted in Table 2, p. 13, would overlap with

activities at the project site. Therefore, with implementation of Mitigation Measure CR-1 and Mitigation Measure CR-2, impacts from the modified project could not combine with other cumulative projects in the project vicinity to result in a significant cumulative impact on tribal cultural resources.

Transportation and Circulation

MASTER PLAN FEIR FINDINGS

Transportation and circulation impacts of Master Plan projects were analyzed on pp. 125 to 152 and pp. 265 to 330 of the Master Plan FEIR. The Master Plan FEIR determined that several transportation and circulation impacts related to intersection, freeway ramp, and freeway mainline segment operations were potentially significant, but would be reduced to a less-than-significant level with implementation of the 11 mitigation measures identified in the Master Plan FEIR. The 11 transportation and circulation mitigation measures were designed to address the potential impacts through a variety of mechanisms that take a comprehensive, system-wide approach to reducing single-occupant vehicle trips, increasing transit access, and upgrading airport roadway infrastructure to accommodate anticipated demand. To the extent that transportation mitigation measures would not avoid or substantially lessen the impacts of Master Plan projects, the Airport Commission made a finding that the environmental, economic, and social benefits of the Master Plan would override the remaining impacts related to traffic, as stated fully in the Airport Commission's adoption of the Statement of Overriding Considerations.[21]

MODIFIED PROJECT TRAVEL DEMAND METHODOLOGY AND RESULTS

The modified project would not affect the level of air traffic and thus would have no effect on passenger travel to and from the Airport. The modified project would result in development of approximately 260,340 square feet more office/administration space than was analyzed in the Master Plan FEIR; however, only 54,400 square feet would be occupied office space. The remaining modified project floor area (approximately 206,000 square feet) would be shared space for fitness/lockers, conference rooms, meeting areas, circulation, loading docks, or mechanical space. While the square footage of office/administration space is greater than what was evaluated in the Master Plan FEIR, as discussed above under the modified project description, the additional office/administration space would not generate new employees at the Airport. Rather, employees from other buildings at the Airport, such as Building 710, Building 575, and the terminal complex, would relocate to the new Building 670. The modified project is intended to centralize and improve administrative operations for existing employees, and would not result in an increase in travel demand.

MODIFIED PROJECT IMPACTS

CONSTRUCTION

Construction to reroute utilities from Building 676 to a nearby substation on Airport property south of the project site would occur in 2022. Demolition of Building 676 would occur in early 2023, and construction of the parking garage would occur from mid-2023 to mid-2024. Construction of the AirTrain Station improvements would occur throughout 2024, and construction of Building 670 would be completed over

[21] Airport Commission, SFO Master Plan, *Findings Related to the Approval of the SFIA Master Plan*, November 3, 1992, pp. 58 to 62).

18 months (from mid-2024 through late 2025). Construction of the modified project would include the following construction activities: demolition, site grading, construction, and interior finishes.

During the construction period, the number of construction trucks traveling to and from the site would vary depending on the phase and the type of construction activity. North McDonnell Road, West Field Road, and West Campus Drive would be used to access the project site. Throughout construction of the modified project there would be additional construction trucks on these roadways, two of which (North McDonnell Road and West Field Road) have bicycle lanes and/or shared-lane striping. Thus, construction trucks entering the modified project site could affect pedestrians or people bicycling. The modified project would be required to implement the Airport Standard Construction Measure (ASCM) related to construction traffic (Division 01 55 26).[22] This ASCM requires that a Traffic and Pedestrian Detour Routing Plan be prepared by the contractor(s) to reduce project impacts on the surface transportation network, including people bicycling. The Plan must be based on the California Manual on Uniform Traffic Control Devices and in compliance with Airport traffic regulations and the San Francisco Police Department's Airport Bureau policy. The Plan also includes provisions for the storage and staging of construction vehicles, equipment, and materials, and requires the submittal and approval of a site-specific Traffic Control Plan for any road or lane closures. With implementation of a Traffic and Pedestrian Detour Routing Plan, construction trucks would not substantially affect pedestrians or bicyclists. Moreover, construction staging and delivery activities would occur on-site; materials and equipment would not be staged on sidewalks.

Temporary closures of travel lanes or sidewalks on West Field Road may be required at times during certain construction activities (e.g., curb, gutter, sidewalk replacement) associated with the modified project. Pedestrians would be directed to cross to the other side of the street. Transit operations at the adjacent SamTrans bus stop and AirTrain Station adjacent to the project site on North McDonnell Road would not be interrupted by construction activities. Any temporary traffic lane, bicycle lane, parking lane, or sidewalk closures would be required to conform to the Traffic and Pedestrian Detour Routing Plan, which would reduce the modified project's impacts.

The Master Plan FEIR did not identify any significant transportation and circulation impacts related to construction and did not require any mitigation measures. Compliance with the ASCM would be sufficient to reduce impacts to less-than-significant levels. Therefore, construction of the modified project would not create potentially hazardous conditions for pedestrians, bicycling, driving, or riding transit; would not interfere with emergency access; and would not interfere with accessibility for pedestrians or bicycling; and would not substantially delay transit. As such, the modified project would not result in significant construction-related impacts related to pedestrians, bicycling, driving, or taking public transit. As such, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

OPERATION

POTENTIALLY HAZARDOUS CONDITIONS

The new AirTrain improvements would minimize pedestrian crossings at the North McDonnell Road/West Field Road intersection by providing a direct pedestrian link from the office buildings and parking garage

[22] San Francisco International Airport. *Airport Standard Construction Measures Implementation in Construction Contracts and Maintenance Projects*, March 3, 2020.

to the AirTrain Station. SamTrans would continue to provide service to the existing bus stop on the north side of the North McDonnell Road/West Field Road intersection. Existing bicycle facilities on North McDonnell Road and West Field Road would remain unchanged with implementation of the modified project.

Bicycle and pedestrian impacts were determined to be less than significant in the Master Plan FEIR and no mitigation measures were required. The Master Plan FEIR did not address potentially hazardous conditions as it relates to driving or transit operations. Project operations would result in less-than-significant impacts related to potentially hazardous conditions for pedestrians, bicycling, or driving and public transit, and no mitigation measures are required. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

GENERAL ACCESSIBILITY AND EMERGENCY ACCESS

As discussed above, pedestrian and bicycle access would continue to be provided on sidewalks and streets adjacent to the project site with implementation of the modified project. Additionally, the proposed improvements to the AirTrain station access would minimize pedestrian crossings at the North McDonnell Road/West Field Road intersection by providing a direct pedestrian link from the office buildings and parking garage to the AirTrain Station. The modified project would not introduce unsafe design features or incompatible uses, or restrict emergency vehicles from accessing the site or nearby areas. Similarly, the modified project would not generate activities that would interfere with access or circulation for pedestrians or bicyclists.

The FEIR did not identify impacts on pedestrians and bicycling and the FEIR did not specifically address emergency access. However, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

TRANSIT

The Transportation Impact Analysis Guidelines for Environmental Review[23] set forth a screening criterion for projects that would typically not result in significant impacts related to public transit delay. As discussed above, the modified project would not cause an increase in travel demand as compared to the Master Plan FEIR, and therefore would not result in additional vehicle trips that could cause delay to transit vehicles operating near the modified project site. Based on this determination, the modified project would generate fewer than 300 vehicle trips during the p.m. peak hour, which is the screening criterion for transit delay. Therefore, the modified project meets the screening criterion, and impacts on transit delay and operations would be less than significant.

The Master Plan FEIR discussed increased transit loadings on BART, Caltrain, and SamTrans, but did not identify any potentially significant impacts with respect to transit delay or transit capacity utilization, and no mitigation measures were required. The planning department no longer considers transit capacity utilization impacts, but rather whether implementation of a project would increase transit travel times and substantially delay transit or create potentially hazardous conditions for transit operations. For the reasons described above, operation of the modified project would not substantially delay transit, and the

[23] San Francisco Planning Department, Transportation Impact Analysis Guidelines Update: Summary of Changes Memorandum, February 14, 2019, last updated in October 2019, *https://citypln-m-extnl.sfgov.org/SharedLinks.aspx?accesskey=79b86615648b30738b5be29ce1d6be428adebe8ad75a7e1d3cc064a715634ec5&VaultGUID=A4A7DACD-B0DC-4322-BD29-F6F07103C6E0*, accessed January 19, 2021.

modified project impacts related to transit would be less than significant and no mitigation measures are required. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

VEHICLE MILES TRAVELED ASSESSMENT

As discussed above under the modified project description, the additional office/administration space would not generate new employees at the Airport. Rather, employees from other buildings at the Airport, such as Building 710, Building 575, and the terminal complex, would relocate to the new Building 670. Therefore, the modified project would not cause an increase in travel demand as compared to the Master Plan FEIR, and would not result in additional vehicle miles traveled (VMT). Furthermore, the project site meets the proximity to transit stations screening criterion due to its location less than a half-mile from the BART San Francisco International Airport Station, a major transit stop.[24] In addition to BART, the project site is directly served by the AirTrain and SamTrans 292, 397, and 398 bus routes. As such, the modified project would not result in a substantial increase in VMT.

The modified project would include features that would alter the transportation network. These features include reconstructed sidewalks, new or relocated driveways, and new pedestrian facilities to accommodate access between the parking garage and the CAC buildings, and between the parking garage and the adjacent AirTrain Station. These types of transportation network alterations qualify as "active transportation, rightsizing (aka Road Diet) and Transit Project," or "other minor transportation project" as defined in the Transportation Impact Analysis Guidelines for Environmental Review.[25] The planning department has determined that these categories of transportation network alterations would not substantially induce automobile travel.

The Master Plan FEIR did not analyze impacts related to VMT or substantially inducing automobile travel. However, for the reasons noted above, modified project would result in less-than-significant impacts related to VMT and induced automobile travel, and no mitigation measures are required. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

LOADING

With regard to loading, all temporary and permanent loading would occur on Airport property, and not within public rights-of-way. Moreover, internal roadways within the project site would be able to accommodate any queuing or double-parked vehicles from passenger or freight loading activities. Therefore, the modified project would not result in secondary impacts on people bicycling and public transit delay; would not result in any new or substantially greater impacts with respect to loading beyond those identified in the Master Plan FEIR; and no new mitigation measures would be required.

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[24] The planning department's transportation impact analysis guidelines identified that the modified project meets the definition of a small project (per the planning department's transportation impact analysis guidelines), which is a project that would not result in over 100 vehicle trips per day or would have less than or equal to 10,000 square feet of retail.

[25] San Francisco Planning Department, Transportation Impact Analysis Guidelines Update: Summary of Changes Memorandum, February 14, 2019, last updated in October 2019, *https://citypln-m-extnl.sfgov.org/SharedLinks.aspx?accesskey=79b86615648b30738b5be29ce1d6be428adebe8ad75a7e1d3cc064a715634ec5&VaultGUID=A4A7DACD-B0DC-4322-BD29-F6F07103C6E0*, accessed January 19, 2021.

PARKING

As shown in **Table 1**, p. 5, the modified project would construct a 1,400-space parking garage resulting in a net increase of 1,105 spaces, as compared to existing conditions. However, even with this increase, the total number of employee parking spaces would constitute 15 percent of the total amount of parking analyzed in the Master Plan FEIR (the Master Plan analyzed a net increase of 7,340 spaces). The ratio of parking spaces to employees with implementation of the modified project would be approximately 0.29, compared to a comparable ratio of 0.44 as analyzed in the FEIR. Therefore, because the modified project would proportionally reduce the ratio of employee parking spaces to employees, as compared to that analyzed in the Master Plan FEIR, the modified project would not conflict with efforts to reduce single-occupancy vehicle travel. It is noted that a parking shortfall, in itself, does not result in a significant impact on the environment. Secondary effects related to safety or accessibility for pedestrians, bicycling, or driving; emergency access; and delays to public transit, would not occur due to the fact that parking would be for Airport employees only, and any vehicles turned away from the project site in the unlikely case that the parking garage reaches capacity would be redirected to other nearby Airport parking facilities. Furthermore, the project site is accessible by other travel modes (e.g., BART, AirTrain, SamTrans) that could be used by employees as an alternative to driving and parking if parking availability was in question. As such, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

CUMULATIVE IMPACTS

The cumulative context for transportation and circulation impacts is typically localized, in the immediate vicinity of the project site or at the neighborhood level. While the current context of cumulative projects has changed from that analyzed in the Master Plan FEIR (Table 2, p. 13), this revised cumulative context would not result in a change in the conclusions set forth in the FEIR regarding the potential for cumulative impacts. As noted above, the modified project would result in an increase of 260,340 square feet of office/administration space compared to that analyzed in the Master Plan FEIR. However, the modified project would not cause an increase in travel demand as compared to the Master Plan FEIR, and therefore would not result in any new or increased severity of transportation impacts identified in the Master Plan FEIR. As such, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact; therefore, no further analysis is necessary.

Noise

MASTER PLAN FEIR FINDINGS

Noise impacts of the Master Plan projects were analyzed on pp. 153 to 170 and pp. 331 to 352 of the Master Plan FEIR. Aircraft noise metrics are described on pp. 153 to 154 in Volume I and Appendix C, Noise, in Volume III of the FEIR.

The FEIR determined that pile driving, if needed during construction activities, would affect nearby residential areas located west of the Airport. The Master Plan FEIR concluded (p. 435) that construction pile-driving noise, while temporary, would be significant and would exceed the State Department of Health Services' Recommended Land Use Compatibility Guidelines for Community Noise.[26] However,

[26] State of California Governor's Office of Planning and Research, *General Plan Guidelines*, Appendix D: Noise Element Guidelines.

temporary construction noise impacts associated with implementation of the Master Plan have been avoided or substantially lessened, to the maximum extent possible, through implementation of mitigation measures specified in the MMRP for the Master Plan FEIR. To the extent that construction noise mitigation measures specified in the MMRP might not avoid or substantially lessen the impacts of Master Plan projects, the Airport Commission made the finding that the environmental, economic, and social benefits of the Master Plan would override the remaining impacts related to construction noise, as stated fully in the Airport Commissions adoption of the Statement of Overriding Considerations.[27]

The FEIR analyzed future peak-hour operational noise from vehicles on U.S. 101 and local roads that serve the Airport and determined that the Master Plan projects would yield a net increase of 2 decibels (dB) higher than existing ambient noise levels on the roads. The FEIR concluded that a 2 dB noise level increase would not be perceptible to people, and thus would not exceed the applicable threshold of an increase of 5 A-weighted decibels (dBA). Therefore, the FEIR determined that operational ground-level vehicle traffic would be less than significant.

MODIFIED PROJECT IMPACTS

CONSTRUCTION NOISE AND VIBRATION

The nearest sensitive receptors to the project site are the Belle Air Elementary School at 450 Third Avenue in San Bruno (approximately 1,500 feet northwest of the project site and U.S. 101) and single family residences at Seventh Avenue in San Bruno (approximately 1,600 feet northwest of the project site and U.S. 101).

The duration of construction for the modified project would be 45 months; however, pile driving activities are not anticipated to be required for the modified project because the reinforced concrete piles would be predrilled to bedrock, cast in place, and then capped. Other construction activities associated with the modified project, including demolition, grading, excavating, compacting soil, and comparable activities, would be similar to those described in the Master Plan FEIR. Heavy construction equipment, including excavators, construction cranes, and dump trucks, may cause temporary increases in vibration levels near the project site. Due to the types of land uses in the area immediately surrounding the modified project site and the approximately 1,500-foot distance to the nearest sensitive receptor (Belle Air Elementary School), construction noise would not have a substantial impact on or near the site or on any sensitive receptors.

Nevertheless, the modified project would implement the following Master Plan FEIR mitigation measures: **Mitigation Measures I.C.1.a, Noise Reduction Measures**; **I.C.1.b, Predrilling Holes**; and **I.C.1.d., Construction Barriers**, as well as the ASCM regarding noise reduction strategies during construction (Division 01 57, 00).[28] These measures require construction contractors to: muffle and shield construction vehicles and to use electric power rather than diesel-power, as feasible; predrill holes for foundation piles; and install barriers around the site and stationary equipment, and, if possible, to locate such equipment in pitted/excavated areas. Therefore, the modified project would not result in new significant noise impacts that were not previously identified in the Master Plan FEIR, would not result in

[27] Airport Commission, SFO Master Plan, *Findings Related to the Approval of the SFIA Master Plan*, November 3, 1992, pp. 58 to 62.

[28] San Francisco International Airport, *Airport Standard Construction Measures Implementation in Construction Contracts and Maintenance Projects*, March 3, 2020.

more-severe noise impacts than those identified in the FEIR, and would not require new mitigation measures.

Construction of the modified project would not require the use of pile drivers; therefore, construction-related vibration impacts caused by pile driving would not occur. Construction activities would include demolition, grading, and excavation, which would have the potential to generate low levels of groundborne vibration from vibratory rollers, hoe rams, large bulldozers, caisson drilling, loaded trucks and jackhammers. As such, any existing structures located within 25 feet of the project site could be exposed to the generation of excessive groundborne vibration or groundborne noise levels related to construction activities since equipment could exceed the criteria of 0.2 inches per second applicable to fragile and historic structures.[29]

As shown in **Table 3**, construction vibration levels could reach as high as approximately 0.21-inch-per-second peak particle velocity at 25 feet from the source, depending on the type of construction equipment in use. Construction activity that would occur closest to existing structures would be road and access modifications, which would occur 50 and 70 feet from Buildings 676 and 679, respectively. These vibration levels would be below the building damage thresholds (0.5 peak particle velocity) for non-historic structures. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

Table 3 Vibration Source Levels for Construction Equipment

Equipment	Approximate peak particle velocity (in/sec)		
	25 Feet (reference)	50 Feet	70 Feet
Vibratory Compactor	0.21	0.10	0.068
Caisson Drill and Hoe Ram	0.089	0.042	0.029
Loaded Trucks	0.076	0.035	0.024
Jackhammer	0.035	0.016	0.011

SOURCE: Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, September 2018.

TRAFFIC-GENERATED NOISE

The modified project includes 260,340 square feet more office/administration space than that analyzed in the Master Plan FEIR and, as discussed above under the modified project description, the additional office/administration space would not generate new employees at the Airport. Rather, employees from other buildings at the Airport, such as Building 710, Building 575, and the terminal complex, would relocate to the new Building 670. Therefore, the modified project would not generate additional vehicle trips. As such, there would be no incremental increase in traffic that could result in a measurable difference in traffic noise, and the modified project would not result in new significant impacts that were

[29] Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, FTA Report No. 0123, September 2018, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf, accessed March 26, 2021.

not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

OPERATIONAL NOISE

Operational noise would likewise be comparable to that identified in the Master Plan FEIR since the modified project includes the same types of buildings and mechanical equipment as analyzed in the FEIR. In addition, relocation of the AirTrain mechanical facility would move this existing noise source 60 feet to the north and into an enclosed building, resulting in negligible impacts on sensitive receptors. The modified project would have no effect on air travel and thus would not result in any changes in aircraft noise as compared to the analysis in the Master Plan FEIR.

Based on the above, the modified project would not result in any new significant noise impacts beyond those identified in the FEIR or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

CUMULATIVE IMPACTS

With the exception of the Shoreline Protection Program, the other cumulative projects identified in Table 2, p. 13, would include drilling and cast-in-place pile installation techniques that would avoid noise impacts associated with impact or vibratory pile driving and only result in noise from standard construction equipment such as from excavators, rollers, hoe rams, bulldozers, drill rigs, cranes, forklifts and jackhammers. Where pile driving or vibratory pile driving would occur as part of the Shoreline Protection Program, these areas are over 4,000 feet from the modified project site. At this distance, noise from impact pile driving would be reduced to 56 dBA, which is well below the existing noise level at the project site. The distance of these cumulative projects from the modified project and the nearest sensitive receptors would be sufficient to avoid cumulative construction noise impacts from standard construction equipment activities. With respect to cumulative vibration impacts, the distance between the modified project and cumulative projects would be sufficient to attenuate vibration contributions from these other projects to below the most stringent standard of 0.2 inches per second applicable to fragile and historic structures. Therefore, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact, and no further analysis is required.

Air Quality

MASTER PLAN FEIR FINDINGS

Air quality impacts of Master Plan projects are analyzed on pp. 171 to 177 and pp. 353 to 365 of the Master Plan FEIR. The Master Plan FEIR determined construction-related air quality impacts would be less than significant, and identified significant and unavoidable impacts with respect to hydrocarbons (HC), nitrides of oxygen (NOx), carbon monoxide (CO), sulfur oxides (SOx), and coarse particulate matter (PM_{10}) emissions from operations. Reactive organic gases (ROG) and fine particulate matter ($PM_{2.5}$) were not included as pollutants of concern at the time of the Master Plan FEIR, as discussed below. The Master Plan FEIR did not analyze potential health risk or odor impacts associated with construction or operation of the Master Plan projects. The Master Plan FEIR combined all Master Plan projects in its air quality analysis and did not disclose air quality impacts for individual projects or land use types. Therefore, the FEIR includes emissions from aircraft and ground support vehicles, as well as the construction and operation of administrative facilities, such as the CAC.

The construction air quality impact analysis in the Master Plan FEIR qualitatively analyzed fugitive dust emissions and concluded that construction activities have the potential to cause ambient concentrations to exceed the state average of 50 micrograms per cubic meter ($\mu g/m^3$) without construction. With implementation of Mitigation Measure I.B.1.a, Construction Period Activities (includes implementation of construction period measures to reduce emissions of particulates and other pollutants), the Master Plan FEIR concluded that impacts from construction emissions of PM_{10} would be reduced to less than significant. The Master Plan FEIR stated that hydrocarbons would be emitted from paving activities, and other criteria pollutants would be emitted from construction vehicles and equipment. These emissions were found to be less than significant because they were temporary and would only incrementally contribute to local and regional air quality.

Operational impacts were assessed for two operational years: 1992 and 2006. **Table 4** shows the operational emissions as disclosed in the Master Plan FEIR. As shown in the table, emissions of HC, NOx, CO, SOx, and PM_{10} were expected to exceed applicable thresholds. The Master Plan FEIR found that with implementation of Mitigation Measures I.A.1.a, Fund and Implement a Transportation System Management; I.B.1.b, Manage Aircraft Operating Procedures; and l.B.1.c Adopt the Transportation System Management Program,[30] operational emissions from the Master Plan would be reduced, but not to less-than-significant levels.

Table 4 Master Plan FEIR – Total Daily Air Pollutant Emissions

	HC	NOx	CO	SOx	PM_{10}	ROG & $PM_{2.5}$[a]
			POUNDS PER DAY			
1996	3,800	4,000	17,600	0	1,200	NA
2006	11,000	8,400	48,600	200	3,400	NA
Exceed Threshold?	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	NA

SOURCE: Master Plan FEIR Table 61, p. 364.

NOTE:

[a] ROG and $PM_{2.5}$ were not considered in the Master Plan FEIR.

REGULATORY CONTEXT

The Bay Area Air Quality Management District is the regional air quality management agency with jurisdiction over the nine-county San Francisco Bay Area Air Basin (SFBAAB), which includes San Francisco, Alameda, Contra Costa, Marin, San Mateo, Santa Clara, and Napa Counties, as well as portions of Sonoma and Solano Counties. The air district is responsible for ensuring that air quality in the SFBAAB attains and maintains federal and state ambient air quality standards, as established by the federal Clean Air Act (CAA) and the California Clean Air Act (CCAA), respectively. State and federal ambient air quality standards have been established for the following six criteria air pollutants: ozone, CO, particulate matter (PM), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), and lead.

[30] San Francisco International Airport, *Exhibit B to Findings, Mitigation Monitoring Program, San Francisco International Airport Master Plan Mitigation Measures*, November 3, 1992.

The Master Plan FEIR did not consider ROG or $PM_{2.5}$ as pollutants of concern. At the time of the Master Plan FEIR, hydrocarbons were analyzed instead of ROG and the United States Environmental Protection Agency had yet to consider $PM_{2.5}$ separate from PM_{10}. Since that time, both pollutants have been added as pollutants of concern. As noted above, the Master Plan FEIR also did not discuss potential health risk or odor impacts related to construction or operational activities of the Master Plan; however, both health risk and odor impacts are discussed qualitatively in the analysis herein consistent with the CEQA Guidelines.

The 2017 Bay Area Clean Air Plan is the applicable planning document for the air district. The 2017 Clean Air Plan, among other aspects, limits fossil fuel combustion, promotes clean fuels, accelerates low carbon buildings, advances electric vehicles, and promotes making buildings cleaner and more efficient. The modified project would be required to comply with the 2017 Clean Air Plan. Consistency with the 2017 Clean Air Plan is discussed in detail in the *Consistency with the 2017 Clean Air Plan* section below.

APPROACH TO ANALYSIS

The Master Plan FEIR did not separate emissions by land use or for individual Master Plan projects. Therefore, to provide a basis for comparison to the emissions that would be generated during construction of the modified project, this analysis quantifies emissions associated with construction of the Master Plan administration facilities and emissions associated with construction of the modified project.

The Master Plan FEIR assumed construction of the Master Plan would start in 1990 and be complete and fully operational in 2006. However, construction of the entirety of the Master Plan administrative facilities would not require 16 years of continuous construction activity. Based on the size of the Master Plan administration facilities, it would have taken approximately two years to construct the second phase, whereas the modified project is expected to require approximately 45 months of construction.[31] This analysis assumes that the construction timeline for the second phase of the Master Plan administration facilities would have started as early as 1996, after construction of the first phase of the administration facilities was completed, with construction of the second phase completed in 1998 and fully operational by the year 2000.[32] The current analysis uses historic emission rates for off-road and on-road emissions for the purpose of quantifying emissions associated with the Master Plan. Historic operational emissions are associated with energy intensity and land-use factors based on construction in the 1990s.[33]

Emissions associated with the modified project are based on emission factors for off-road and on-road vehicles associated with construction years of 2022 through 2025 and an operational year of 2026. To estimate the net operational emissions, the analysis herein is based on the net increase in square footage of the administrative facilities proposed under the modified project (existing office/administrative space in Building 676, which is to be demolished, is subtracted from the modified project's new square footage). This is a conservative approach because instead of reducing the modified project's operational emissions starting in 2023 (the year the building would be demolished), it reduces the modified project's operational emissions starting in 2026 (the demolished building square footage is subtracted from the modified project's new square footage, which would be operational in 2026).

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[31] For example, the modeled square footage of the Master Plan administration facilities is approximately 14 percent of the proposed square footage for the modified project. Thus, the building construction timeline for the Master Plan administration is scaled back proportionally.

[32] While it was estimated that the Master Plan administration facilities would be operational by 1999, EMFAC2017 (CARB's emissions model for mobile sources) does not provide emission rates years prior to 2000. Therefore, on-road construction and operational emissions were modeled using the 2000 model year emission rates instead of the actual construction years (1996 through 1998) and the operational year of 2000.

[33] Environmental Science Associates, *SFO Consolidated Administration Campus: Air Quality Supporting Information*, May 17, 2021.

Construction off-road source emissions and operational non-mobile source emissions were modeled using CalEEMod version 2016.3.2. On-road mobile emissions associated with construction and operational vehicle trips were modeled using EMFAC2017 emission factors. An off-model adjustment factor was applied to account for the Safer Affordable Fuel-Efficient Vehicles Rule Part One (SAFE rule).[34]

With respect to the criteria pollutants analyzed, although hydrocarbons were analyzed in the Master Plan FEIR, they are no longer considered a pollutant of concern and therefore were not analyzed as part of the modified project air quality analysis. Conversely, although ROG and $PM_{2.5}$ were not analyzed in the Master Plan FEIR, they are currently considered pollutants of concern and are thus analyzed herein. [35]

As discussed above, California Air Resources Board (CARB) has implemented a number of regulations to reduce pollutant emissions from mobile sources. These regulations govern the emissions standards, and therefore the emission factors that were used to estimate mobile source emissions for both the Master Plan and the modified project. The regulations have reduced emissions significantly since the early 1990s to the present. EMFAC2017 was used to model mobile emissions, which takes into account the emission factors for vehicles based on their model year and the year of operation. In general, emission factors have decreased between 1992 and 2026 (operational year for the modified project) due to the regulations put in place by CARB, which result in increased efficiency and reduced pollutant emissions for newer model year vehicles.[36]

MODIFIED PROJECT IMPACTS

CONSTRUCTION

CRITERIA AIR POLLUTANTS AND FUGITIVE DUST

Construction equipment is a major source of pollution within the state. CARB has implemented regulations to reduce emissions from off-road construction equipment, such as those that would be used for the modified project. In 2014, CARB implemented the Regulation for In-use Off-Road Diesel-Fueled Fleets (Off-Road Regulation) to ensure that older, less efficient equipment fleets are replaced with newer, cleaner fleets. In addition to idling being limited to 5 minutes or less in any one location, CARB regulations require that by January 2019 all fleets must meet average emissions targets or implement best available control technologies to reduce fleet emissions. The modified project would result in more construction activity than envisioned in the Master Plan, specifically related to administration/office facilities, and would require a longer construction period with more construction equipment. However, given the implementation of the Off-Road Regulation, emissions from the larger construction fleet would be less than the administration facilities construction fleet emissions analyzed in the Master Plan FEIR. Additionally, compliance with the ASCM regarding dust control during construction (Division 01 57 00)[37]

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[34] U.S. Environmental Protection Agency (EPA) and National Highway Traffic Safety Administration (NHTSA), September 27, 2019, "Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule Part One: One National Program," (84 Federal Register 51,310).

[35] Reactive Organic Gas (ROG) includes any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, and other low-reactive organic compounds such as methane and ethane. Hydrocarbons (HC) are organic chemical compounds composed entirely of hydrogen and carbon, such as methane and ethane compounds. ROG includes HC compounds, except for a few exempt HC compounds due to their low reactivity, such as methane and ethane, which are expected to have low ozone formation impacts in the near-term.

[36] Environmental Science Associates, *SFO Consolidated Administration Campus: Air Quality Supporting Information*, May 17, 2021.

[37] San Francisco International Airport. *Airport Standard Construction Measures Implementation in Construction Contracts and Maintenance Projects*, March 3, 2020.

would reduce the modified project's impact regarding fugitive dust emissions to less than significant, as discussed in further detail below. **Table 5** shows the construction emissions estimated for the modified project compared to the construction emissions estimated for the Master Plan administration facilities. Both emissions scenarios include implementation of fugitive dust reduction as required based on the year construction would occur. As shown in Table 5, the modified project would have less daily construction emissions than administration facilities analyzed in the Master Plan FEIR. Construction of the modified project would not change the conclusions of the FEIR with respect to construction emissions. Likewise, the modified project would not result in a new significant impact or a substantial increase in the severity of construction emissions impacts compared to the Master Plan FEIR.

Table 5 Regional Construction Emissions (Unmitigated) (lbs/day)

	ROG	NOx	CO	SOx	PM_{10}[a]	$PM_{2.5}$[a]
MAXIMUM DAILY – MASTER PLAN ADMINISTRATION FACILITIES						
1996	16	95	76	4	6	6
1997	32	190	151	8	13	13
1998	143	324	217	15	24	24
Maximum Daily	*143*	*324*	*217*	*15*	*24*	*24*
MAXIMUM DAILY – MODIFIED PROJECT						
2022	1	6	6	<1	<1	<1
2023	2	27	30	<1	1	1
2024	6	64	77	<1	2	2
2025	104	37	68	<1	1	1
Maximum Daily	*104*	*64*	*77*	*<1*	*2*	*2*
Difference	**(39)**	**(260)**	**(139)**	**(14)**	**(22)**	**(22)**

SOURCE: ESA 2020.

NOTES:

Emission quantities are rounded to "whole number" values. Therefore, the "total" values presented herein may be one unit more or less than actual values. Exact values (i.e., non-rounded) are provided in the CalEEMod model printout sheets and/or calculation worksheets that are presented in Environmental Science Associates, *SFO Consolidated Administration Campus: Air Quality Supporting Information*, May 17, 2021.

[a] PM_{10} and $PM_{2.5}$ emission estimates are based on compliance with air district methodology and only addresses exhaust emissions. Fugitive emissions are discussed qualitatively.

With implementation of the ASCM regarding dust control during construction, the modified project would not result in any new dust-related air quality impacts beyond those identified in the Master Plan FEIR or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

HEALTH RISK AND HEALTH HAZARDS

With respect to construction health risks, heavy equipment, including construction equipment, generates emissions of toxic air contaminants (TACs) such as diesel particulate matter, which has been identified as a carcinogen by the California Office of Environmental Health Hazard Assessment. The air district recommends that a health risk assessment be conducted when sources of TACs are within 1,000 feet of

sensitive receptors. However, given that there are no residences, schools, childcare centers, or other such sensitive land uses within 1,000 feet of the modified project site (the closest sensitive receptor is Belle Air Elementary School located approximately 1,500 feet west of the modified project site), a quantitative construction health risk analysis is not warranted and the modified project would not result in health risk impacts on any sensitive receptors. Therefore, the modified project would not result in a new significant air quality impact related to construction or a substantial increase in the severity of air quality impacts identified in the Master Plan FEIR, and no new mitigation measures would be required.

OPERATION

CRITERIA AIR POLLUTANTS

A comparison between the modified project's operational emissions and the Master Plan administration facilities operational emissions is provided in **Table 6**. As shown in the table, the modified project would result in reduced daily operational emissions compared to the administration facilities envisioned in the Master Plan. As such, operation of the modified project would not change the conclusions of the Master Plan FEIR. Therefore, the modified project would not result in a new significant air quality impact related to operation or a substantial increase in the severity of air quality impacts identified in the Master Plan FEIR, and no new mitigation measures would be required.

CARBON MONOXIDE HOTSPOTS

The Master Plan FEIR states that by 2006, the CO standard would be violated at one intersection and at three intersections under the 1992 traffic conditions. As indicated in Table 6, the modified project's emissions of CO would be less than emissions of CO in the Master Plan FEIR. The overall decrease in CO emissions from vehicles has reduced CO hotpot impacts substantially throughout the state. Therefore, because the modified project would be built more than a decade after it was originally planned to be constructed, the modified project would not result in a new significant impact related to emissions from CO or a substantial increase in the severity of impact compared to those in the FEIR, and no new mitigation measures would be required.

CONSISTENCY WITH THE 2017 CLEAN AIR PLAN

Through implementation of Master Plan FEIR Mitigation Measure I.B.1.a, the FEIR demonstrated that Master Plan projects would be consistent with the Bay Area 1991 Clean Air Plan. With implementation of ASCM Division 01 57 00 regarding dust control during construction, the modified project would be consistent with the control measures listed in the 2017 Clean Air Plan, the region's current air quality plan. Additionally, the modified project would not disrupt, delay, or otherwise hinder implementation of the 2017 Clean Air Plan. Control strategies in the 2017 Clean Air Plan that are applicable to the modified project include reducing motor vehicles by promoting alternative travel, accelerating widespread adoption of electric vehicles, and promoting energy and water efficiencies in both new and existing buildings. The modified project would comply with these strategies through the implementation of the AirTrain platform and pedestrian bridge, which would provide easy access from the CAC to alternative forms of transportation. Additionally, the modified project would install charging stations in the proposed parking structure to accommodate electric city carshare vehicles and promote the use of electric vehicles. Finally, the modified project would be consistent with the 2019 Title 24 building standards, which require reductions to building energy and water consumption associated with office building land uses. Therefore, the modified project would be consistent with the 2017 Clean Air Plan.

Table 6 Regional Operational Emissions (Unmitigated) (lbs/day)

	ROG	NOx	CO	SOx	PM_{10}	$PM_{2.5}$
MAXIMUM DAILY – MASTER PLAN ADMINISTRATION FACILITIES						
Area	2	<1	<1	<1	<1	<1
Energy	<1	<1	<1	<1	<1	<1
Mobile	17	33	145	<1	8	3
Stationary Source (Emergency Generator)	<1	8	9	<1	<1	<1
Maximum Daily	*19*	*41*	*155*	*<1*	*9*	*3*
MAXIMUM DAILY – MODIFIED PROJECT						
Area	8	<1	<1	<1	<1	<1
Energy	<1	1	1	<1	<1	<1
Mobile	2	2	12	<1	4	1
Stationary Source (Emergency Generator)	<1	<1	3	<1	<1	<1
Maximum Daily	*9*	*3*	*16*	*<1*	*4*	*1*
Difference	**(9)**	**(38)**	**(138)**	**0**	**(4)**	**(2)**

SOURCE: ESA 2020.

NOTES:

Emission quantities are rounded to "whole number" values. Therefore, the "total" values presented herein may be one unit more or less than actual values. Exact values (i.e., non-rounded) are provided in the CalEEMod model printout sheets and/or calculation worksheets that are presented in Environmental Science Associates, *SFO Consolidated Administration Campus: Air Quality Supporting Information*, May 17, 2021.

HEALTH RISK AND HEALTH HAZARDS

With respect to operational health risks, common types of TAC and $PM_{2.5}$ emissions include gasoline stations, dry cleaners, and diesel backup generators, as well as on-road diesel and gasoline vehicles. The sources of TAC and $PM_{2.5}$ emissions associated with the operations of the modified project are a diesel-fueled emergency back-up generator and on-road diesel and gasoline vehicles. The emergency back-up generator would be a Tier 4 generator and would comply with the air district's permitting requirements. Given that the generator would be similar in size and would be cleaner and more efficient than those envisioned in the Master Plan FEIR, the modified project's potential health risk during operation would be less than that of the administration/office facilities envisioned in the Master Plan. Additionally, the air district's permitting regulations would ensure that the emergency generator would not result in significant health risk to nearby receptors. As described above under the modified project description, the modified project would not result in an increase in employees; thus, the modified project would not increase annual VMT. In addition, operation of the modified project would involve more efficient vehicles than would have occurred under the original operational year for the administration facilities in the Master Plan. Therefore, the modified project would result in less emissions from mobile sources as shown in Table 5, and accordingly, less potential for adverse health risk, than were disclosed in the Master Plan. Additionally, the air district recommends that a health risk assessment be conducted when risk sources are within 1,000 feet of sensitive receptors. Because the modified project would operate more efficiently and cleaner than the Master Plan administration facilities analyzed in the Master Plan FEIR, and given that there no residences, schools, childcare centers, or other such sensitive land uses within 1,000 feet of the modified project site, a

quantitative operational health risk analysis is not warranted. Therefore, the modified project would not result in a new significant health risk impact or a substantial increase in the severity of impacts disclosed in the Master Plan FEIR, and no new mitigation measures would be required.

ODORS

The Master Plan FEIR did not analyze potential odor impacts associated with Master Plan projects.

Typical odor sources of concern include wastewater treatment plants, sanitary landfills, transfer stations, composting facilities, petroleum refineries, asphalt batch plants, chemical manufacturing facilities, fiberglass manufacturing facilities, auto body shops, rendering plants, and coffee roasting facilities. During construction, diesel exhaust from construction equipment would generate some odors. However, construction-related odors would be temporary and would not persist upon construction completion. During operations, the modified project's administration office and parking uses would not generate substantial odors of concern.

Given that the modified project is consistent with the land uses analyzed in the Master Plan FEIR, the modified project would not result in any new significant air quality or odor impacts or substantially increase the severity of a significant impact, and no new mitigations measures would be required.

CUMULATIVE IMPACTS

Regional air pollution is by its very nature a cumulative impact. Emissions from cumulative projects contribute to the region's adverse air quality on a cumulative basis. No single project by itself would be sufficient in size to result in regional nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulative adverse air quality impacts.[38]

The modified project would not exceed the Master Plan FEIR's construction or operational emissions of criterial air pollutants; therefore, the modified project would not result in any significant cumulative impacts that were not previously identified in the FEIR.

The modified project would add new sources of TACs (e.g., construction emissions). However, given that there are no residences, schools, childcare centers, or other such sensitive land uses within 1,000 feet of the modified project site, the modified project would not contribute to a significant cumulative impact related to health risks that was not previously identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact; therefore, no further analysis is necessary.

Greenhouse Gas Emissions

MASTER PLAN FEIR FINDINGS

Climate change and greenhouse gas (GHG) impacts of Master Plan projects were not addressed in the 1992 FEIR, as this topic was not mandated for inclusion under CEQA until 2007.

[38] Bay Area Air Quality Management District, *CEQA Air Quality Guidelines*, May 2017, page 2-1.

MODIFIED PROJECT IMPACTS

GHG emissions and global climate change represent cumulative impacts. GHG emissions cumulatively contribute to the significant adverse environmental impacts of global climate change. No single project could generate enough GHG emissions to noticeably change the global average temperature; instead, the combination of GHG emissions from future projects have contributed and will continue to contribute to global climate change and its associated environmental impacts.

The air district has prepared guidelines and methodologies for analyzing GHGs. These guidelines are consistent with CEQA Guidelines sections 15064.4 and 15183.5, which address the analysis and determination of significant impacts from a proposed project's GHG emissions. CEQA Guidelines section 15064.4 allows lead agencies to rely on a qualitative analysis to describe GHG emissions resulting from a project. CEQA Guidelines section 15183.5 allows for public agencies to analyze and mitigate GHG emissions as part of a larger plan for the reduction of GHGs and describes the required contents of such a plan. Accordingly, San Francisco has prepared Strategies to Address Greenhouse Gas Emissions,[39] which presents a comprehensive assessment of policies, programs, and ordinances that collectively represent San Francisco's qualified GHG reduction strategy in compliance with the CEQA Guidelines. These GHG reduction actions have resulted in a 35 percent reduction in GHG emissions in 2015 compared to 1990 levels,[40] exceeding the year 2020 reduction goals outlined in the air district's 2018 Clean Air Plan, Executive Order (EO) S-3-05, and Assembly Bill (AB) 32 (also known as the Global Warming Solutions Act).[41]

Given that the City has met the state and region's 2020 GHG reduction targets and San Francisco's GHG reduction goals are consistent with, or more aggressive than, the long-term goals established under EO S-3-05,[42] EO B-30-15,[43,44] and Senate Bill (SB) 32[45,46] the City's GHG reduction goals are consistent with EO S-3-05, EO B-30-15, AB 32, SB 32, and the 2017 Clean Air Plan. Therefore, proposed projects that are consistent with the City's GHG reduction strategy would be consistent with the aforementioned GHG

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[39] San Francisco Planning Department, 2017 Greenhouse Gas Reduction Strategy Update, July 2017, https://sfplanning.org/project/greenhouse-gas-reduction-strategies, accessed November 2020.

[40] San Francisco Department of the Environment, San Francisco's Carbon Footprint, https://sfenvironment.org/carbon-footprint, accessed February 23, 2021.

[41] EO S-3-05, AB 32, and the air district's 2017 Clean Air Plan (continuing the trajectory set in the 2010 Clean Air Plan) set a target of reducing GHG emissions to below 1990 levels by year 2020.

[42] Office of the Governor, *EO S-3-05*, June 1, 2005, http://static1.squarespace.com/static/549885d4e4b0ba0bff5dc695/t/54d7f1e0e4b0f0798cee3010/1423438304744/California+Executive+Order+S-3-05+(June+2005).pdf, accessed March 26, 2021. EO S-3-05 sets forth a series of target dates by which statewide emissions of GHGs need to be progressively reduced, as follows: by 2010, reduce GHG emissions to 2000 levels (approximately 457 million metric tons of carbon dioxide equivalents [$MTCO_2e$]); by 2020, reduce emissions to 1990 levels (approximately 427 million $MTCO_2e$); and by 2050 reduce emissions to 80 percent below 1990 levels (approximately 85 million $MTCO_2e$). Because of the differential heat absorption potential of various GHGs, GHG emissions are frequently measured in "carbon dioxide-equivalents," which present a weighted average based on each gas's heat absorption (or "global warming") potential.

[43] Office of the Governor, Executive Order B-30-15, April 29, 2015, https://www.library.ca.gov/Content/pdf/GovernmentPublications/executive-order-proclamation/39-B-30-15.pdf, accessed March 26, 2021. Executive Order B-30-15, issued on April 29, 2015, sets forth a target of reducing GHG emissions to 40 percent below 1990 levels by 2030 (estimated at 2.9 million $MTCO_2e$).

[44] San Francisco's GHG reduction goals are codified in section 902 of the Environment Code and include: (i) by 2008, determine City GHG emissions for year 1990; (ii) by 2017, reduce GHG emissions by 25 percent below 1990 levels; (iii) by 2025, reduce GHG emissions by 40 percent below 1990 levels; and by 2050, reduce GHG emissions by 80 percent below 1990 levels.

[45] SB 32 amends California Health and Safety Code Division 25.5 (also known as the California Global Warming Solutions Act of 2006) by adding section 38566, which directs that statewide greenhouse gas emissions to be reduced by 40 percent below 1990 levels by 2030.

[46] SB 32 was paired with AB 197, which would modify the structure of the California State Air Resources Board; institute requirements for the disclosure of greenhouse gas emissions criteria pollutants, and toxic air contaminants; and establish requirements for the review and adoption of rules, regulations, and measures for the reduction of GHG emissions.

reduction goals, would not conflict with these plans or result in significant GHG emissions, and would therefore not exceed San Francisco's applicable GHG threshold of significance.

The following analysis of the modified project's impact on climate change focuses on the project's contribution to cumulatively significant GHG emissions. Because no individual project could emit GHGs at a level that could result in a significant impact on the global climate, this analysis is in a cumulative context, and this section does not include an individual project-specific impact statement.

CONSISTENCY WITH ADOPTED PLANS AND POLICIES

SFO first developed a Departmental Climate Action Plan in 2008 as a blueprint for meeting the objectives of the City's San Francisco's qualified GHG reduction strategy in compliance with the CEQA Guidelines (Ordinance 81-08). Consistent with the City's objectives, the Airport established actions that would help the city reduce its GHG emissions 25 percent below 1990 emissions by 2017, 40 percent below 1990 emissions by 2025, and 80 percent below 1990 emissions by 2050. In 2016, the Airport developed a 5-Year Strategic Plan, which established the following five sustainability goals for the years 2017–2021: achieve net zero energy at SFO; achieve zero waste; achieve carbon neutrality and reduce GHG emissions by 50 percent (from the 1990 baseline); implement a healthy buildings strategy for new and existing infrastructure; and maximize water conservation to achieve 15 percent reduction per passenger per year (from the 2013 baseline).[47]

Through the SFO Climate Action Plan: Fiscal Year 2019, the Airport Commission has supported the City's climate change initiatives (specifically Ordinance No. 81-08).[48] In fiscal year 2019, the Airport achieved a GHG emission reduction of 41 percent below its 1990 baseline emissions, while achieving an 89 percent increase in passengers over the same time frame, exceeding reductions required under the ordinance.[49]

To meet these goals, SFO has implemented, is currently implementing, or is evaluating future plans to implement a number of GHG emission offset measures and strategies, such as:

- Activation of three all-electric buildings including the Ground Transportation Unit, Administrative facility Building 674, and the Airfield Operations Facility;
- Certification of the all-electric Airfield Operations Facility as the first Zero Net Energy airport building in the world. The building has 72 kilowatts (kW) of solar panels;
- Deployment of sustainable aviation fuel and signing on a voluntary Memorandum of Understanding with ten partner airlines and fuel producers for delivering an infrastructure, logistics, supply chain, and financing study to identify key strategies to increase sustainable aviation fuel volumes at the Airport;
- Aiming to deploy nearly 2,000 electric vehicle chargers before 2023 to electrify roughly 10 percent of the Airport's parking stalls;
- Recommending that all new tenant terminal build-outs be all-electric, phasing out natural gas use;

[47] San Francisco Airport Commission. San Francisco International Airport: Five-Year Strategic Plan 2017–2021, https://www.flysfo.com/sites/default/files/assets/pdfs/reports/Strategic-Plan-2017-2021.pdf, accessed January 25, 2020.

[48] San Francisco Airport Commission, Climate Action Plan: Fiscal Year 2019, https://www.flysfo.com/sites/default/files/media/sfo/community-environment/SFO_Climate_Action_Plan_FY19_Final.pdf, accessed October 14, 2020.

[49] Ibid.

- Implementing a zero-waste strategy, eliminating plastic foodware and single-use plastic water bottles;
- Switching electricity source to Hetch Hetchy Reservoir, a 100 percent decarbonized electricity supply;
- Replacement of all conventional diesel with renewable diesel in backup generators;
- Provision of charging infrastructure for electric GSE used by tenants to service aircraft;
- Installation of preconditioned air supply and 400-Hertz power supply equipment at all terminal gates;
- Providing partial funding for Bay Area Rapid Transit (BART) extension to SFO and payment of BART surcharge for Airport employees to encourage public transit use;
- Construction of the electric AirTrain system, which has eliminated the need for the use of shuttle buses by all on-Airport rental car agencies;
- Implementation of energy efficiency measures at Airport and tenant facilities, including replacement light fixtures in terminals and roadways to light-emitting diode (LED), replacement of all boilers, and upgrade of heating, ventilation, and air conditioning (HVAC) systems to new technologies;
- Implementation of various information technology measures, including automated shutdown of computers after 7 p.m., installation of thin client computers to replace desktop computers, and replacement and consolidation of servers at a "green" data center;
- Activating work to complete its Harvey Milk Terminal 1 photovoltaic system; once fully installed, the Airport will have a 4.23-megawatt (MW) photovoltaic system in place distributed across multiple buildings including the Harvey Milk Terminal 1 (Terminal 1 Center and Boarding Area B), Terminal 3, Long Term Parking Garage 2, Fire House #3, and the Ground Transportation Unit);
- Conversion of all SFO shuttle buses to an all-electric fleet;
- Conversion of all diesel powered vehicles and equipment to renewable diesel;
- Conversion of all light-duty passenger vehicles with zero-emission all-electric or plug-in hybrid vehicles by 2023;
- Meeting LEED Gold certification for renovation of Terminal 2 and anticipating a LEED Gold certification for renovation of Terminal 1 by implementing energy and resource conservation measures and securing LEED Gold certification for all new construction and major renovation projects;
- Replacing refrigerant gases with those with lower Global Warming Potential;
- Participation in The Good Traveler, a program for passengers to voluntarily offset the GHG emissions from travel through purchase of carbon offsets;[50]
- Creation of SFO's Green Business Program, offering no cost support to Airport tenants in areas of energy and water conservation waste reduction; pollution prevention; and cost reduction;
- Certification under Airport Carbon Accreditation as a Level 3 (Optimization) airport which requires assessing the carbon footprint for Scope 1, 2, and 3 emissions, establishment of a GHG reduction goal and demonstrated reductions, and engagement of third parties (Scope 3) to reduce emissions; and
- Enhancement of water conservation practices in new and existing buildings.

[50] The Good Traveler, *https://thegoodtraveler.org/*, accessed March 26, 2021.

While these are goals, the modified project would be required to comply with Chapter 7 of the San Francisco Environment Code and Title 24 of the California Building Standards Code, and to achieve LEED Gold certification.

Based on the Airport's efforts to reduce GHG emissions from Airport activities since 2008, the modified project would result in substantially lower GHG emissions as compared to the administration facilities envisioned in the Master Plan. In addition, consistent with planning department procedures for GHG analysis for municipal projects, a *Compliance Checklist Table for Greenhouse Gas Analysis for Municipal Projects* checklist was completed for the modified project which determined that the modified project would be consistent with San Francisco's GHG reduction strategy.[51] Therefore, the modified project's GHG emissions would not conflict with state, regional, or local GHG reduction plans and regulations. As a result, the modified project would not result in any new significant impacts or substantially increase the severity of a significant impact, and no mitigation measures would be required.

Other Environmental Topics

The topics discussed below are analyzed in less detail than the topics above because the topics above were either not included in the Master Plan FEIR, or the topics below were determined to have less-than-significant impacts (some with mitigation) in the Master Plan FEIR. As described below, the modified project would not result in any new significant impacts or impacts greater than those disclosed in the Master Plan FEIR and no new mitigation measures would be required for these topics.

LAND USE AND PLANNING

The Master Plan FEIR determined that land use and planning impacts associated with implementation of the Master Plan would be less than significant (FEIR pp. 78 to 124 and pp. 250 to 264). The modified project would consolidate some of the Airport's administrative functions in one centralized location, it would not alter the overall array of land uses at the Airport as compared to those analyzed in the Master Plan FEIR, nor would it physically divide an established community. Moreover, to the extent the modified project would conflict with any adopted plans or policies, under the doctrine of intergovernmental immunity in California, when the City, through its Airport Commission, proposes construction on its property located outside of San Francisco and within another jurisdiction, the Airport Commission is not subject to that jurisdiction's building or zoning laws and ordinances. Therefore, the modified project would not result in any new or substantially more-severe impacts than those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on land use; therefore, no further analysis is necessary.

AESTHETICS

Aesthetics impacts were determined to be less than significant in the Master Plan Initial Study (FEIR Volume III, p. A.6). The Master Plan Initial Study determined that the Master Plan would not generate adverse aesthetic or visual impacts because the Airport is separated from nearby residential uses by U.S. 101, the West of Bayshore property, and the Caltrans right-of-way. The modified project would be developed in the location of existing buildings and surface parking lots. The project site is adjacent to cargo and administration buildings within the existing Airport, which does not contain any natural

[51] San Francisco Planning Department, *Compliance Checklist Table for Greenhouse Gas Analysis for Municipal Projects*, SFO Consolidated Administration Campus, May 3, 2021.

features that contribute to a scenic public setting. Given that multiple at-grade and elevated freeway and freeway ramp lanes, as well as the elevated AirTrain tracks to the west, are located between the project site and the nearest residential, open space, and commercial neighborhoods, the modified project would not substantially obscure scenic views and vistas, nor would it substantially degrade the visual character or quality of the Airport. New lighting would not be excessive in the context of the existing lighting generated by existing terminal buildings, runways, airplanes, and approach roads, as well as U.S. 101 and other uses in the urbanized area surrounding the Airport. The distance between the modified project site and the closest residential areas (approximately 1,500 feet to the northwest and across U.S. 101) combined with the intervening highway would act to dissipate obtrusive light or glare. Therefore, the modified project would not result in any new or substantially more-severe aesthetics impacts than those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative aesthetics impact; therefore, no further analysis is necessary.

POPULATION AND HOUSING

The Master Plan FEIR determined that population and housing impacts associated with implementation of the Master Plan would be less than significant (pp. 228 to 231 and pp. 394 to 399 of the FEIR). The Master Plan FEIR determined that there would be adequate housing in San Francisco and San Mateo counties to accommodate permanent and temporary construction employees. Given that the modified project would accommodate existing employees at the Airport, it would not result in an increase in employment beyond that analyzed in the Master Plan FEIR. In addition, there would be no increase in the number of passengers or aircraft operations at the Airport as a result of the modified project. Therefore, the modified project would not result in any new or substantially greater impacts to population and housing beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on population and housing; therefore, no further analysis is necessary.

WIND AND SHADOW

Wind and shadow impacts, which were categorized as “Air Quality/Climate” impacts at the time, were determined to be less than significant in the Master Plan FEIR. Wind and shadow impacts were not analyzed in greater detail in the FEIR because it was determined through the Initial Study analysis that the Master Plan would not have any potential for significant wind or shadow impacts on public areas (FEIR Volume III, pp. A.8 and A.9).

Winds at the Airport blow most frequently from the west and west-northwest. These directions also result in the most frequent strong winds. However, some of the strongest winds blow from the southeast during winter storms, although these winds are substantially less frequent than the prevailing westerly and north-northwesterly winds. Buildings less than 80 feet in height generally do not redirect substantial wind to the ground level. However, the modified project building would be up to 132 feet tall, or 142 feet tall including rooftop projections, which would be tall enough to redirect wind, potentially resulting in wind acceleration in areas of substantial pedestrian use.

Wind speeds at outdoor areas and sidewalks surrounding the modified project are already generally reduced by the existing Airport buildings, as well as by elevated roadway structures, the elevated AirTrain tracks, and the West Field Road AirTrain station. High winds may be noticed on sidewalks and on landscaped areas adjacent to the modified project, but these areas are not used by members of the public. Any change in wind speeds resulting from the modified project would not affect public parks or

other public recreational areas due to the distance between the project site and nearby recreational areas and intervening infrastructure and topography. The landscaped open space in the middle of the CAC, to be constructed under the modified project, would be partially protected from prevailing west and northwest winds by the already constructed Building 674 and by the proposed modified project building and parking garage on the western edge of the site.

The proposed parking garage (Building 675) would be approximately 96 feet tall; however, as is typical of elevated parking structures, the garage would have exterior walls that are not solid surfaces, but rather contain large openings at each level for ventilation and light. As such, the parking garage would only intercept a portion of the prevailing winds and direct them to ground level, as the openings in the building would provide open passageways through the building that wind can travel through so that it is deflected horizontally before reaching pedestrian level.[52] The result would be that the parking garage would cause far less acceleration of pedestrian-level winds than would be the case for a typical office or other occupied building of comparable height. Accordingly, it is not anticipated that the modified project building or parking garage would result in substantial adverse impacts with respect to pedestrian winds.

The modified project would generate new shadows westward in the early morning hours in the spring and summer, and in the northwest direction in the winter. In the afternoon, the modified project would cast new shadow in the northeast direction in winter and spring, and eastward in the summer. In particular, the 132-foot--tall modified project building and the 96-foot-tall parking garage would cast shadow across U.S. 101 and into the West of Bayshore property in the early morning. Shadows would shorten and shift northward as the day progresses. In the afternoon and evening, shadows would lengthen and extend eastward toward the existing Building 660 (U.S. Postal Service). Some of the new shadow generated would be encompassed within the existing shadows cast by the existing AirTrain and U.S. 101 elevated structures, as well as within shadow currently cast by the other buildings on the project site. Shadow would be cast on the landscaped open space in the middle of the site, as well as on roadways and sidewalks in the vicinity of the project site for the majority of the year. However, this additional shadow would not substantially affect the use or function of these areas, as none of these spaces are designated or identified for recreational use or as public open space. The nearest public park is Lions Park, approximately 1,200 feet northwest of the project site and west of U.S. 101. Shadow from the modified project would not reach this park one hour after sunrise to one hour before sunset at any point during the year.[53] Therefore, the modified project would not result in any new or substantially greater wind and shadow impacts beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on wind and shadow; therefore, no further analysis is necessary.

UTILITIES AND SERVICE SYSTEMS

The Master Plan FEIR determined that impacts related to utilities and service systems associated with implementation of the Master Plan would be less than significant (refer to the setting on pp. 232 to 236, and impacts on pp. 400 to 404, of the FEIR). The Master Plan FEIR determined that adequate Airport

[52] Global Wind Technology Services (GWTS), *Central City Built Form Review Wind Assessments Report*, prepared for the [Melbourne] Department of Environment, Land, Water and Planning, p. 100, April 21, 2016.

[53] The San Francisco Planning Department typically analyzes shadow impacts between one hour after sunrise and one hour before sunset. At earlier and later times, including the times when shadow from the modified project would reach Lions Park, nearly all of the developed urban area is shaded by the lengthy shadows of existing buildings, and shadows also move quickly across the ground because they are so long. However, because there are no buildings casting existing shadow between Lions Park and the U.S. 101 freeway (i.e., east of the park), this analysis conservatively includes the period before one hour after sunrise.

infrastructure existed to accommodate forecast growth demand for utility demand, including water and wastewater systems (sanitary and industrial), and utility providers would be able to supply the forecast demand. In 2010, SFO consumed 459 million gallons of water (or about 1.25 million gallons per day [mgd]), which is about 43 percent less than projected in the Master Plan FEIR.

The San Francisco Public Utilities Commission's (SFPUC) 2015 Urban Water Management Plan[54] considers SFO a "retail customer" and estimates that current and projected water supplies will be sufficient to meet future retail demand[55] through 2035 under normal year, single dry-year and multiple dry-year conditions; however, if a multiple dry-year event occurs, the SFPUC would implement water use and supply reductions through its drought response plan and a corresponding retail water shortage allocation plan. In December 2018, the State Water Resources Control Board adopted amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, which establishes water quality objectives to maintain the health of our rivers and the Bay-Delta ecosystem (the Bay-Delta Plan Amendment).[56] The state water board has stated that it intends to implement the Bay-Delta Plan Amendment by the year 2022, assuming all required approvals are obtained by that time. Implementation of the Bay Delta Plan Amendment would result in a substantial reduction in the SFPUC's water supplies from the Tuolumne River watershed during dry years, requiring rationing to a greater degree in San Francisco than previously anticipated to address supply shortages not accounted for in the 2015 Urban Water Management Plan. The modified project does not meet the definition of a "water demand" project, as defined in CEQA Guidelines section 15155. Based on guidance from the California Department of Water Resources and a citywide demand analysis, the SFPUC has established 50,000 gallons per day as an equivalent project demand for projects that do not meet the definitions provided in CEQA Guidelines section 15155(a)(1). The modified project is not anticipated to demand more than 50,000 gallons per day of water; therefore, it does not meet the definition of a water demand project. Therefore, the modified project would not result in any new significant impacts or substantially increase the severity of a significant impact, and no mitigation measures would be required. In addition, the modified project would not make a considerable contribution to a cumulative environmental impact caused by implementation of the Bay-Delta Plan Amendment.

The Mel Leong Treatment Plant (MLTP) has a dry weather capacity of 3.3 mgd for the sanitary plant, and the industrial plant has dry weather capacity of 1.2 mgd and a wet weather capacity of 1.7 mgd. The current average flows for the two sub-plants are approximately 0.8 mgd and 0.65 mgd, respectively; therefore, the MLTP has adequate capacity to serve the modified project, which generally comprises a consolidation and replacement of existing uses and would not substantially increase wastewater generation. The modified project would not substantially change overall Airport drainage patterns. The contractor would be required to comply with federal, state, and local requirements and guidelines to meet water quality objectives for stormwater discharge, including the Construction General Permit, the RWQCB Basin Plan, and the SFO stormwater pollution protection plan. Also, the Airport would comply with the City's Construction and Demolition Ordinance, which sets a goal of diverting 75 percent of construction and demolition debris from landfill for each project. As such, construction debris and

[54] San Francisco Public Utilities Commission, *2015 Urban Water Management Plan*, April 2016, https://www.sfwater.org/Modules/ShowDocument.aspx?documentID=8839, accessed March 26, 2021.

[55] "Retail" demand represents water the SFPUC provides to individual customers within San Francisco. "Wholesale" demand represents water the SFPUC provides to other water agencies supplying other jurisdictions.

[56] State Water Resources Control Board Resolution No.2018-0059, Adoption of Amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento–San Joaquin Delta Estuary and Final Substitute Environmental Document, December 12, 2018, https://www.waterboards.ca.gov/plans_policies/docs/2018wqcp.pdf, accessed March 26, 2021.

operational solid waste demand from the modified project would be adequately served by the Altamont Landfill, and SFO would continue to comply with solid waste statutes and regulations for its ongoing operations. Therefore, the modified project would not result in any new or substantially greater impacts to utilities and service systems beyond those identified in the Master Plan FEIR. In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact on utilities and service systems; therefore, no further analysis is necessary.

PUBLIC SERVICES AND RECREATION

Public Service (including Recreation) impacts of the Master Plan were analyzed on pp. 237 to 241 and pp. 405 to 406 of the Master Plan FEIR. The Master Plan FEIR determined that impacts related to public services and recreation would be less than significant. The Master Plan FEIR determined that the Airport Bureau of the San Francisco Fire Department (SFFD) and the San Francisco Police Department (SFPD) would need to increase staffing levels to maintain emergency response times due to the increases in passenger forecast and the proposed construction projects under the Master Plan. All new fire and police stations and staffing levels proposed as part of the Master Plan and evaluated in the Master Plan FEIR have been completed and are currently staffed to meet local, state, and federal guidelines with respect to required response times for emergencies. While the Master Plan FEIR concluded that buildout of the Master Plan projects would increase the need for police and fire services because of the forecast increase in passenger activity, SFPD and SFFD stations and staffing has since been increased. Furthermore, the modified project would not include an increase in employees beyond that analyzed in the Master Plan FEIR. Thus the increased demand for fire and police protection resulting from the modified project would not exceed that anticipated in the Master Plan FEIR. Regarding recreation, the modified project would not include dwelling units or residents who would increase the use of neighborhood parks or playgrounds, the nearest of which is Lions Park, approximately 1,200 feet northwest of the project site in the City of San Bruno. Therefore, the modified project would not result in any new or substantially greater impacts to public services (including recreation) beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on public services; therefore, no further analysis is necessary.

BIOLOGICAL RESOURCES

The Master Plan FEIR, as part of the Initial Study (FEIR Volume III, pp. A.9 and A.10), determined the Master Plan would not significantly affect biological resources at the nearby West of Bayshore property because this area was excluded from development of Master Plan projects (Master Plan FEIR, Volume III, p. A.9). Construction and operation of the modified project would not interfere with vegetative cover and habitat areas or affect resident or migratory species or rare, threatened, or endangered species because the site is already paved and developed with Airport-related uses. Therefore, the modified project would not result in any new or substantially greater impacts to biological resources beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on biological resources; therefore, no further analysis is necessary.

GEOLOGY AND SEISMICITY, HYDROLOGY AND WATER QUALITY, AND HAZARDS AND HAZARDOUS MATERIALS

The three topics of Geology and Seismicity (FEIR pp. 192 to 200 and pp. 374 to 380), Hydrology and Water Quality (FEIR pp. 233 to 235 and p. 403), and Hazards and Hazardous Materials (FEIR pp. 201 to 227 and

pp. 381 to 393) were addressed in the Master Plan FEIR. All impacts were determined to be less than significant, in some cases with implementation of applicable mitigation measures. Given that the modified project would be constructed in the same location as the office/administration facilities analyzed in the Master Plan FEIR, the modified project would not result in new or substantially more-severe impacts than reported in the FEIR with respect to geology and seismicity, hydrology and water quality, and hazards and hazardous materials. Compliance with existing regulations and implementation of the following ASCMs would supersede mitigation measures in the Master Plan FEIR and ensure that no new or substantially more-severe impacts than those reported in the FEIR would occur.

- FEIR Mitigation Measure II.E.1.a, Incorporating Foundation and Geotechnical Recommendations is superseded by California Building Standards Code Section 1803;
- FEIR Mitigation Measure II.E.1.b, Earthquake Safety Inspections is superseded by California Building Standards Code Section 1705;
- FEIR Mitigation Measure II.E.1.c, Emergency Response Plan is superseded by 14 CFR Part 139 Certification of Airports;
- FEIR Mitigation Measure II.F.1.a, Automatic Shutoff Valves is superseded by California Plumbing Code, California Code of Regulations, Title 24, Part 5;
- FEIR Mitigation Measure II.F.1.b, Securing Potentially Hazardous Objects is superseded by American Society of Civil Engineers 7 Standards, Chapter 13, via the California Building Standards Code;
- FEIR Mitigation Measure I.E.1.c, Erosion Control Plans is superseded by ASCM Division 01 General Requirements: (01 57 00) – Temporary Controls;
- FEIR Mitigation Measure I.F.1.a, Site Investigation is superseded by ASCM Division 01 General Requirements: (01 33 16) – Hazard and Hazardous Materials Investigation and Remediation; and, SFO Contract General Conditions – Attachment A, Article 8.I;
- FEIR Mitigation Measure I.F.1.b, Remediation Activities is superseded by Water Quality Control Board Order 99-045;
- FEIR Mitigation Measure I.F.1.c, Safety and Health Plan is superseded by ASCM Division 01 General Requirements: (01 35 13.43) – Regulatory Requirements for Hazardous Waste;
- FEIR Mitigation Measure I.F.1.e, Review of Reports is superseded by ASCM Division 01 General Requirements: (01 33 16) – Regulatory Requirements for Hazardous Waste; (01 35 43.13) – Asbestos Remediation; (01 33 43.14) Lead Remediation; and, (01 35 43.15) – Polychlorinated Biphenyl Remediation;
- FEIR Mitigation Measure I.F.1.f, Remediation Report is superseded by ASCM Division 01 General Requirements: (01 35 43.16) – Excavation and Disposal of Contaminated Soils, Sludge, and Water; (01 33 16) – Regulatory Requirements for Hazardous Waste; and, (01 57 00) Temporary Controls;
- FEIR Mitigation Measure I.F.1.i, Excavation is superseded by ASCM Division 01 General Requirements: (01 35 43.16) – Excavation and Disposal of Contaminated Soils, Sludge, and Water; (01 33 16) – Regulatory Requirements for Hazardous Waste; and, (01 57 00) Temporary Controls;
- FEIR Mitigation Measure I.F.1.j, Procedure for Locating Underground Obstructions is superseded by ASCM Division 01 General Requirements: (01 35 43.02) Underground Petroleum Products Storage Tank Removal; and, California Government Code, Title 1 General, Division 5 – Public Work and Public Purchases, Chapter 3.1 Protection of Underground Infrastructure [4215-4216.24];

- FEIR Mitigation Measure I.F.1.k, Groundwater Testing is superseded by Water Quality Control Board Order 99-045 and ASCM Division 01 General Requirements: (01 57 00) – Temporary Controls;
- FEIR Mitigation Measure I.F.1.g, Asbestos Surveys is superseded by ASCM Division 01 General Requirements: (01 35 43.13) – Asbestos Remediation; and
- FEIR Mitigation Measure I.F.1.h, PCB-Containing Electrical Equipment is superseded by ASCM Division 01 General Requirements: (01 33 16) – Regulatory Requirements for Hazardous Waste and (01 35 43.15) – Polychlorinated Biphenyl Remediation.

In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact related to geology or seismicity, hydrology and water quality, and hazards and hazardous materials; therefore, no further analysis is necessary.

MINERAL RESOURCES AND ENERGY

Mineral and Energy Resources impacts of the Master Plan projects were analyzed on pp. 178 to 182 and pp. 366 to 370 of the Master Plan FEIR. The Master Plan FEIR determined that impacts related to mineral resources and energy would be less than significant. Construction energy usage is discussed generally on p. 366; energy use from operation of buildings and facilities is analyzed on pp. 367 to 369. Energy plans, policies, and regulations related to the California Building Energy Efficiency standards are described on p. 181 of the Master Plan FEIR. The Master Plan FEIR determined that while demolition of outdated and inefficient buildings/facilities would partially offset the increase in energy use, increased electrical capacity (in the form of a new power substation) would be needed to accommodate the long-term forecasted energy use. Pacific Gas and Electric has since constructed a new substation to provide for increased capacity to transmit electricity from the SFPUC to the Airport. With LEED Gold design and construction standards incorporated into the modified project, construction and operation of the modified project would not encourage activities that would result in the use of large amounts of fuel, water, or energy, or use these in a wasteful manner. Lastly, the modified project would be developed on existing Airport property and would have no impact to state, regional, or locally important mineral resources. Therefore, the modified project would not result in any new or substantially greater impacts to mineral and energy resources beyond those identified in the Master Plan FEIR. In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact on mineral or energy resources; therefore, no further analysis is necessary.

AGRICULTURE AND FORESTRY RESOURCES, AND WILDFIRE

Wildfire and agriculture and forestry resources were not addressed in the Master Plan FEIR. Given the urbanized and built-out nature of the Airport, there are no agricultural or forest resources present, and this topic is not applicable to the modified project. Likewise, wildfire risk, which was not analyzed in the Master Plan FEIR, is not applicable to the modified project.

MANDATORY FINDINGS OF SIGNIFICANCE

This addendum provides a comprehensive discussion of the potential for the modified project to affect the quality of the environment. Specifically, the discussion of biological resources concludes that the modified project would not substantially affect habitats, fish and wildlife populations, and sensitive natural communities; nor would it threaten to eliminate a plant or animal community or reduce the number or restrict the range of a rare or endangered plant or animal. The discussion of cultural resources

describes the potential for the modified project to affect important examples of California history, and identifies two mitigation measures to ensure impacts on cultural resources would be less than significant.

With implementation of identified mitigation, the modified project would not result in cumulatively considerable impacts on land use, aesthetics, population and housing, cultural resources, tribal cultural resources, transportation and circulation, noise, air quality, GHG emissions, wind, shadow, recreation, utilities and service systems, public services, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources, energy, agricultural and forest resources, or wildfire.

For the reasons discussed above, the modified project would not cause substantial adverse effects on human beings, either directly or indirectly.

Conclusion

Based on the foregoing, the Department concludes that the analyses conducted and the conclusions reached in the Master Plan FEIR certified on May 28, 1992, remain valid, and that no supplemental environmental review is required for the modified project. The modified project would neither cause new significant impacts not previously identified in the Master Plan FEIR, nor would it result in a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Master Plan that would cause significant environmental impacts to which the modified project would contribute considerably, and no new information has been put forward that shows that the modified project would cause significant environmental impacts. Therefore, no further environmental review is required beyond this addendum.

Devyani Jain

Lisa Gibson
Environmental Review Officer

May 17, 2021

Date of Determination

cc: Project Sponsor
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ADDENDUM 7 TO ENVIRONMENTAL IMPACT REPORT

Date of Addendum:	May 17, 2021
Date of EIR Certification:	May 28, 1992
EIR Title:	San Francisco International Airport Master Plan Final Environmental Impact Report
EIR Case No.:	**1986.638E**
Project Title:	**West Field Cargo Redevelopment**
Project Case No.:	2020-008656ENV
Project Site:	33 acres; Plot 9 adjacent to North McDonnell Road and West Field Road; and Plot 12 adjacent to North McDonnell Road and West Area Drive
Project Sponsor:	San Francisco International Airport, Audrey Park, 650.821.7844, audrey.park@flysfo.com
Lead Agency:	San Francisco Planning Department
Staff Contact:	Tania Sheyner, 628.652.7578, tania.sheyner@sfgov.org

Overview

The project sponsor, the City and County of San Francisco, acting by and through the San Francisco Airport Commission (Airport Commission) has submitted to the San Francisco Planning Department Environmental Planning Division (EP) a project description and related materials for proposed revisions to its West Field Cargo Redevelopment project at San Francisco International Airport (SFO or the Airport). On May 28, 1992, the San Francisco Planning Commission (planning commission) certified the San Francisco International Airport Master Plan Final Environmental Impact Report (Planning Case No. 1986.638E; Master Plan FEIR or FEIR).[1] The Master Plan encompasses landside facilities and circulation systems designed to increase operational efficiency and accommodate forecast demand of 51.3 million annual passengers.

Since adoption of the Master Plan, the West Field Cargo Redevelopment as envisioned in the Master Plan has been modified. These revisions were evaluated in an addendum to the FEIR published in 2003 (2003 Addendum). The Airport Commission approved the modifications that same year and a portion of the West Field Cargo facilities has subsequently been constructed.

Since adoption of the Master Plan and publication of the 2003 Addendum, the West Field cargo redevelopment as envisioned in the Master Plan has been further modified and includes demolition of seven buildings, construction of three new buildings, and reconfiguration of over 1 million square feet of apron

[1] San Francisco Planning Department, San Francisco International Airport Master Plan Final Environmental Impact Report, Case No. 1986.638E, State Clearinghouse No. 90030535, May 28, 1992. This document (and all documents cited in this addendum unless otherwise noted) is available for review on the following website: *https://sfplanninggis.org/PIM/*. Individual files related to environmental review can be accessed by entering the case number (2020-008656ENV). Project application materials can be viewed by clicking on the "Related Documents" link under the ENV case number.

areas to accommodate current and future air cargo operations and remain overnight parking for aircraft.[2] These modifications comprise the West Field Cargo Redevelopment project and is hereafter referred to as the "modified project."

This addendum to the FEIR evaluates the modified project to determine whether additional environmental documentation must be prepared. As demonstrated in this addendum, the San Francisco Planning Department (planning department) has determined that the modified project is within the scope of the FEIR prepared for the Master Plan and certified by the San Francisco Planning Commission, and no additional environmental review beyond the analysis herein is required.

Background

Master Plan FEIR

A FEIR was prepared for the Master Plan and was certified by the planning commission on May 28, 1992. The Airport Commission approved the Master Plan and accompanying Final Mitigation Monitoring and Reporting Program (MMRP) and conditions of approval on November 3, 1992.

The Master Plan focused on accommodating passenger and cargo growth at the Airport through the development of improved facilities and circulation patterns for all Airport-owned lands (excluding the undeveloped area west of U.S. Highway 101, which is referred to as the West of Bayshore).[3] The major Master Plan improvements included in the FEIR analyses were:

- The new International Terminal Building and associated Boarding Areas A and G, completed in 2000;
- Consolidation and renovation of cargo facilities in the North and West Field areas, which commenced in 1997 and is ongoing;
- An automated people mover system ("AirTrain"), the first phase of which was completed in 2003, with the extension of the AirTrain system to a multi-modal transportation center and long-term parking garages, completed in 2020;
- Roadway and vehicle circulation improvements to the International Terminal Building, completed in 2000;
- On-Airport hotel development, completed in 2019;
- Renovation of the former International Terminal (Terminal 2) for domestic operations, completed in 2011;
- Redevelopment of the South Terminal (Harvey Milk Terminal 1), Boarding Area B, which began construction in 2016 and opened in stages beginning in 2019, and renovation of Boarding Area C, which is anticipated to begin in 2022; and

[2] Remain overnight aircraft parking areas are remote aprons used to stage or store aircraft on a temporary basis. Federal Aviation Administration, Advisory Circular 150/5300-13, Airport Design. Available online: *https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5300-13A-chg1-interactive-201907.pdf*.

[3] The "West of Bayshore" property is a 180-acre site owned by the Airport. Development of the West of Bayshore property was excluded from the Master Plan and subsequent analysis in the FEIR to maintain the site as a major utility right-of-way for Pacific Gas & Electric, Bay Area Rapid Transit (BART), SFO, San Francisco Public Utilities Commission (SFPUC), and others. (Master Plan FEIR, Volume III, Initial Study).

- New administration/office facilities completed in 2000 and 2018.[4]

CARGO FACILITIES IN THE FEIR

As described in the Master Plan FEIR (p. 52), the Master Plan proposed development of cargo facilities in two phases:

- Phase 1 near-term buildout (1996) included demolition of three cargo facilities totaling 241,300 square feet, construction of 792,300 square feet of new cargo space (for a net total of 551,000 square feet), and remodel of 71,400 square feet of existing cargo space; and
- Phase 2 long-term buildout (2006) included demolition of a 60,000-square-foot facility, construction of three new cargo buildings totaling 162,000 square feet, and an approximately 132,000-square-foot addition to an existing facility, for a net total of 234,000 square feet of new construction.

Overall, for the combined near-term and long-term cargo projects, the Master Plan analyzed demolition of approximately 301,300 square feet and construction of approximately 1,806,300 square feet, for a net new total of 785,000 square feet of new cargo facilities. Since adoption of the Master Plan, a 78,400-square-foot cargo facility (Building 628) was completed in 2001 and a 112,520-square-foot cargo facility (Building 632) was completed in 2014.

2003 Addendum

In 2003, an addendum was published addressing revisions to the approved Master Plan air freight/cargo and administrative/office facilities. This addendum analyzed the Airport's proposal to increase the size of the administration facilities in the West Field and to reduce the size of cargo facilities compared to what was studied in the Master Plan FEIR. Regarding cargo facilities, the 2003 Addendum analyzed construction of 472,200 square feet of new cargo facilities compared to 486,000 square feet of cargo facilities analyzed in the Master Plan FEIR. Regarding the administrative/office facilities, the 2003 Addendum analyzed construction of 220,000 square feet of new administrative/office facilities as compared to 226,100 square feet of administrative/office facilities analyzed in the Master Plan FEIR. Because the cargo and administrative/office facilities analyzed in the 2003 Addendum were within the parameters of the cargo facilities studied in the Master Plan FEIR, the 2003 Addendum determined the revisions to the Master Plan would not cause new significant impacts not identified in the Master Plan FEIR, and no new mitigation measures would be necessary.

Modified Project Description

Since adoption of the Master Plan, the cargo facilities as envisioned in the Master Plan have been modified. Several of the existing cargo buildings are antiquated and are near or at the end of their serviceable lives. Additionally, cargo operations at SFO have changed since construction of the existing cargo buildings, with a pronounced shift from freight cargo, distributed via cargo aircraft, to belly cargo, distributed via passenger aircraft, since the Airport's cargo volume peak in the 1990s. The Airport now proposes to demolish seven cargo and ground support and equipment (GSE) facilities, and construct two consolidated cargo/GSE

[4] A separate addendum is currently being prepared for the SFO Consolidated Administration Campus project. The Consolidated Administration Campus project is a separate project from the West Field Cargo Redevelopment project because they would be constructed independent of each other, at different times and in different locations on Airport property.

facilities and one GSE facility,[5] as shown in **Figure 1** and summarized in **Table 1**. The consolidated cargo/GSE facilities would include warehouse and office space, apron[6] area for GSE operations and remain overnight aircraft parking, and area for vehicle parking and cargo docks. In addition, the modified project would repave areas for vehicle parking, cargo truck loading, and remain overnight aircraft parking. The goal for the modified project is to consolidate cargo operations in the West Field for increased efficiency and access.

Table 1 Modified Project Summary

Modified Project Component	Building Area (sf)	Demolition (sf)	Total Net New (sf)
Building 626	392,000	(211,750)[a]	180,250
Building 720	306,600	(166,025)[b]	140,575
Building 742	16,800	(7,200)[c]	9,600
Total	***715,400***	***(384,975)***	***330,425***
OTHER PROJECT COMPONENTS			
	Proposed	**To Be Demolished**	**Total Net New**
Cargo Docks	100[d]	84[e]	16
Vehicle Parking Spaces	163[f]	690[g]	(527)
Airside Apron Staging (sf)	1,051,000	1,051,000	0

SOURCE: SFO Bureau of Planning and Environmental Affairs, 2020.

NOTES:

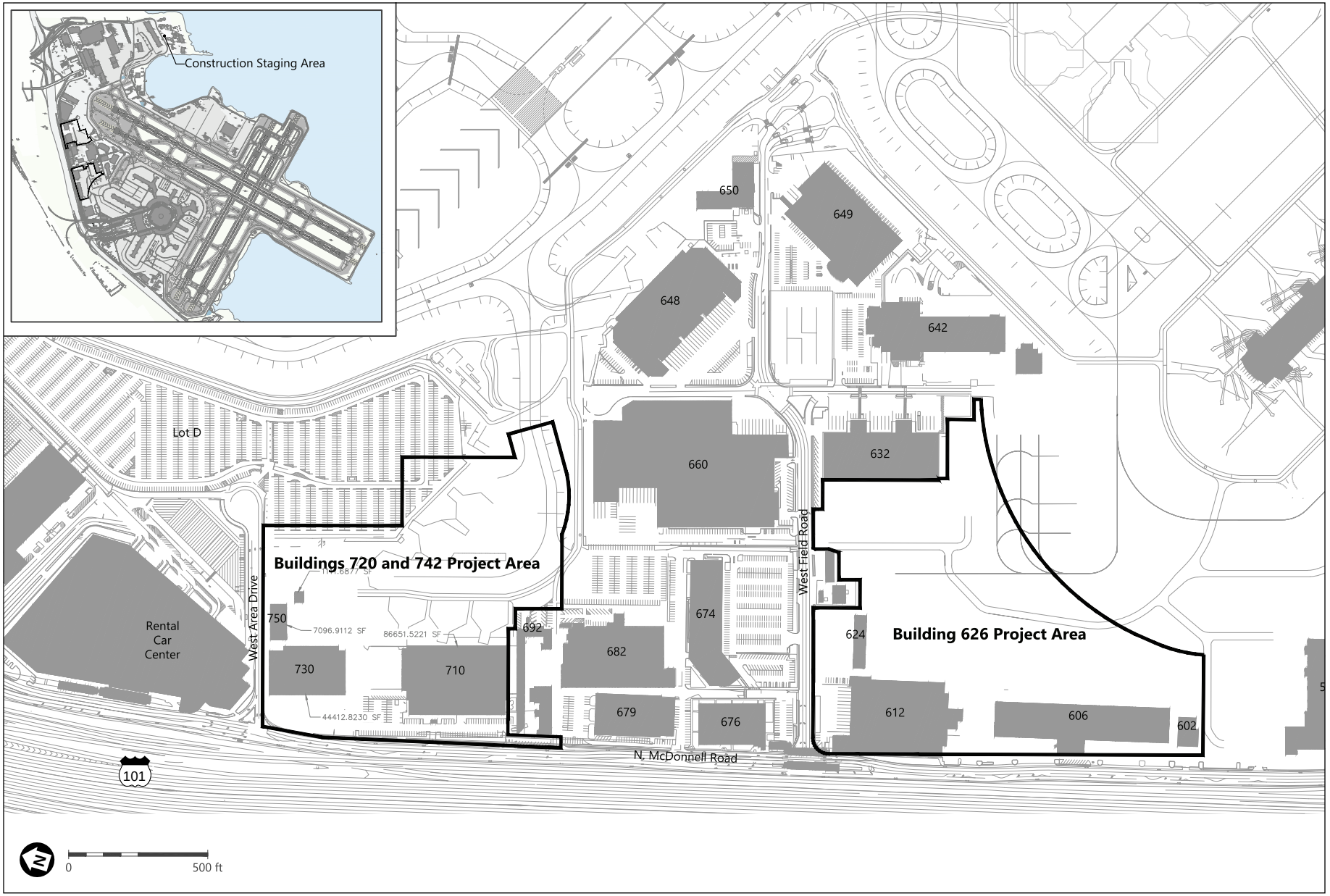
sf = square feet

[a] Construction of Building 626 would require demolition of Building 602 (6,575 sf), Building 606 (82,500 sf), Building 612 (114,550 sf), and Building 624 (8,125 sf), which equals 211,750 sf.
[b] Construction of Building 720 would require demolition of Building 710 (123,350 sf) and Building 730 (42,675 sf), which equals 166,025 sf.
[c] Construction of Building 742 would require demolition of Building 750 (7,200 sf), which equals 7,200 sf.
[d] Building 626 would provide 45 cargo docks on the north side of the facility, and Building 720 would provide 55 cargo docks along North McDonnell Road.
[e] The modified project would demolish 54 cargo docks for construction of Building 626 and 30 cargo docks for Building 720.
[f] Building 626 would provide 52 vehicle parking spaces, Building 720 would provide 77 parking spaces, and Building 742 would provide 34 vehicle parking spaces.
[g] The modified project would demolish 206 vehicle stalls in Lot D; 290 stalls near Building 710, Building 730, and Building 750; 99 stalls adjacent to Building 624; 56 stalls between Building 606 and Building 612; and 39 stalls adjacent to Building 606 and Building 602. The number of vehicle stalls include City/Airport carpool vehicle stalls.

Table 2 summarizes and compares the cargo facilities as evaluated in the Master Plan FEIR and the modified project. As shown in Table 2, based on the cargo space analyzed in the FEIR and subsequent new construction and demolition of cargo facilities, approximately 837,380 square feet of cargo space that was analyzed in the FEIR remains unbuilt. With implementation of the modified project, approximately 506,955 square feet of unbuilt cargo space would remain unbuilt under the Master Plan FEIR. Note that the modified project also would not generate new employees because just tenants in the existing buildings proposed to be demolished would be relocated into the new facilities, as further described below.

[5] Ground service equipment is generally used to service aircraft between flights.

[6] An *apron* is the area of an airport where aircraft are parked, unloaded or loaded, refilled, or boarded.



SOURCE: SFO Bureau of Planning and Environmental Affairs, September 2020.

West Field Cargo Redevelopment; Case No. 2020-008656ENV

FIGURE 1
MODIFIED PROJECT AREA

Table 2 FEIR and Modified Project Comparison

	Master Plan FEIR (sf)	Built as of 2020 (sf)	Remaining under Master Plan (sf)	Modified Project (sf)	Remaining Under Master Plan after Implementation of Modified Project (sf)
New Construction (Buildings 626, 720, and 742)	785,000[a]	190,920[b]	594,080	715,400	
Demolished Buildings (Buildings 602, 606, 612, and 624, 710, 730, 750)		(243,300)[c]	243,300	(384,975)[d]	
Total	**785,000**		**837,380**		**506,955**

SOURCES: SFO Master Plan, November 1989; SFO Master Plan Final Environmental Impact Report, May 1992; Addendum to Master Plan FEIR, 2003.

NOTES:

[a] Total square footage is based on the proposed net new construction identified for air freight in the 1992 Master Plan FEIR.
[b] Total square footage dedicated to cargo for Building 648 (78,400 sf), completed in 2001, and Building 632 (112,520 sf), completed in 2014.
[c] Total square footage of buildings demolished since the FEIR: Flying Tigers Hangar (108,000 sf), Cargo Building 7 (55,300 sf), Airborne Cargo Building (60,000 sf), and Building 16 (20,000 sf).
[d] Total square footage of buildings to be demolished under the modified project: Building 602 (6,575 sf), Building 606 (82,500 sf), Building 612 (114,550 sf), Building 624 (8,125 sf), Building 710 (123,350 sf), Building 730 (42,675 sf), and Building 750 (7,200 sf).

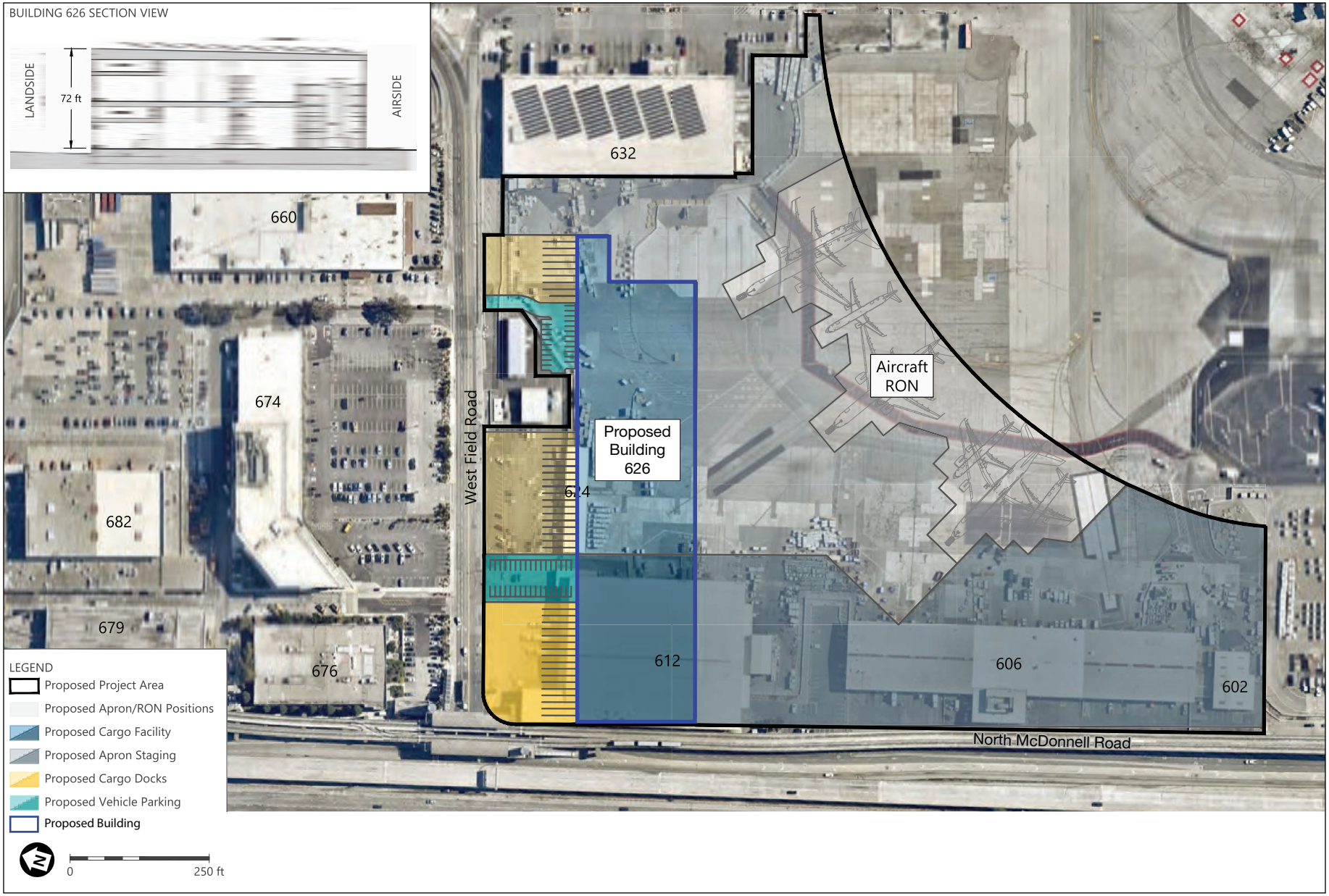
Building 626

The four buildings proposed to be demolished in order to construct the new Building 626 include:

- Building 602 – 6,575-square-foot building is in fair condition and currently used for GSE maintenance and storage; current airside uses include GSE staging and remain overnight aircraft parking;
- Building 606 – 82,500-square-foot building is in poor condition, and partially used for limited cargo, SFO central receiving/warehouse; current airside uses include GSE operations/staging and remain overnight aircraft parking;
- Building 612 – 114,550-square-foot building is in poor condition, currently used for cargo operations; current airside uses include GSE operations/staging and remain overnight aircraft parking;
- Building 624 – 8,125-square-foot building is in fair condition and currently being used for Airport facilities maintenance equipment storage; current airside uses include GSE operations/staging.

As depicted on **Figure 2**, Building 626 would be a two-level, 72-foot-tall,[7] 391,900-square-foot building. This consolidated facility would continue to accommodate cargo and GSE operations, and associated tenant office space and warehouse. Building 626 would be constructed in two phases south of West Field Road and east of North McDonnell Road in place of existing Buildings 612 and 624, and airside apron staging would be constructed in place of Buildings 602 and 606. As summarized in Table 2, this facility would also include 52 vehicle parking spaces and 45 cargo docks on the north side of Building 626, adjacent to West Field Road. The new facility would also include 585,000 square feet of airside GSE operations and staging areas.

[7] All heights reported in this addendum are above ground level.



SOURCE: SFO Bureau of Planning and Environmental Affairs, September 2020.

West Field Cargo Redevelopment; Case No. 2020-008656ENV

FIGURE 2
PROPOSED BUILDING 626

Building 720

The three buildings proposed to be demolished in order to construct the new Building 720 include:

- Building 710 – 123,350-square-foot facility is in fair condition and includes office space, an aircraft hangar, maintenance equipment storage, and remain overnight aircraft parking apron;
- Building 730 – 42,675-square-foot facility is in fair condition and contains office and belly cargo uses; and
- Building 750 – 7,200-square-foot building is in good condition and contains equipment and vehicle storage.

As depicted on **Figure 3**, Building 720 would be a two-level, 72-foot-tall, 306,600-square-foot mixed-use building accommodating both cargo and GSE operations. The building would be accessible from West Area Drive, and would be constructed in two phases south of West Area Drive and east of North McDonnell Road. Due to airspace height restrictions, the northern section of Building 720 would be one level at a height of 36 feet and constructed on the site of the existing Buildings 730 and 750. The southern portion of Building 720 outside of critical airspace surfaces, would be two levels at a height of 72 feet, and constructed on the site of the existing Building 710.

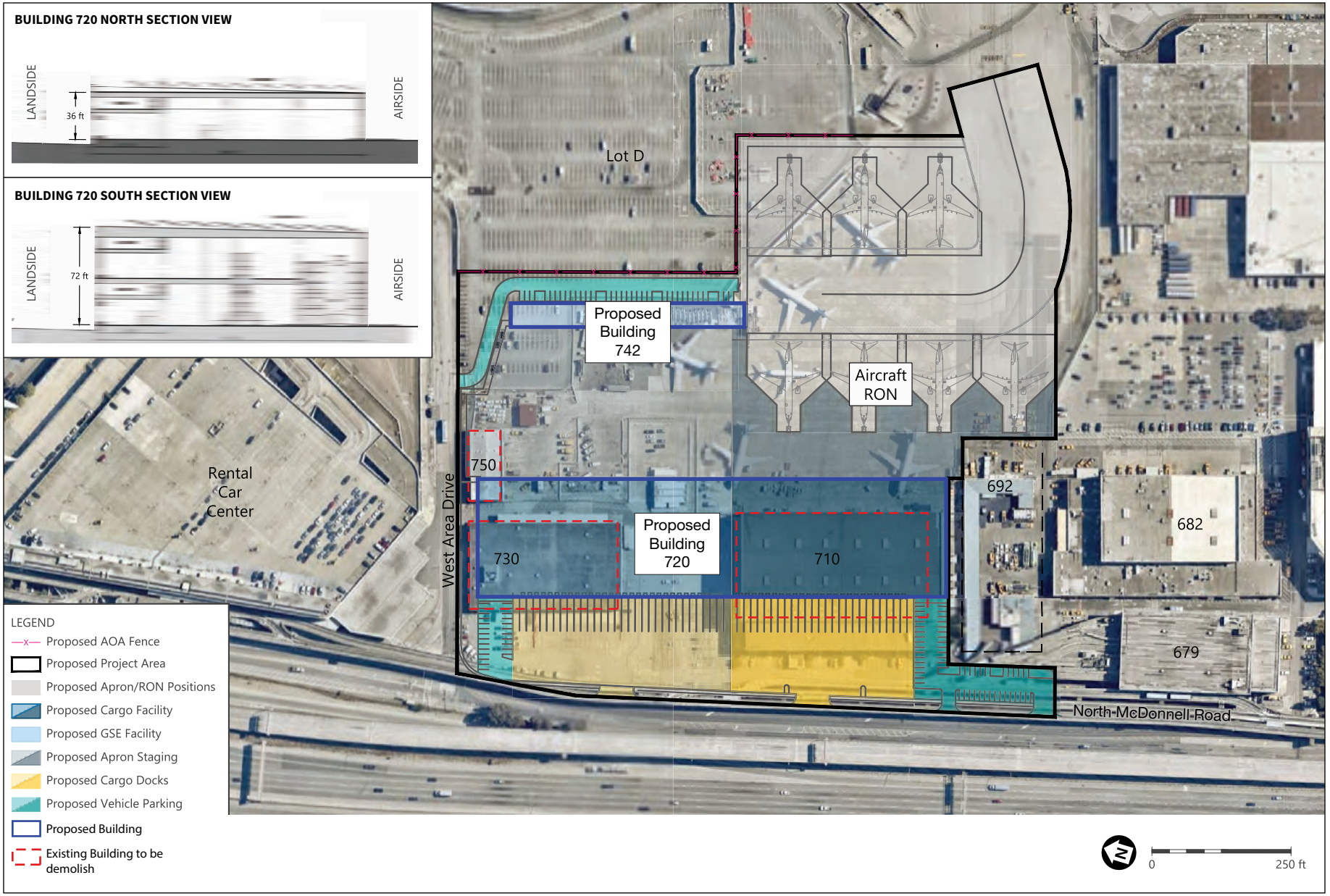
In total, Building 720 would provide about 69,300 square feet of office space and 237,300 square feet of cargo operations space. This facility would include 77 parking spaces and 55 cargo docks along North McDonnell Road. In addition, the areas adjacent to Buildings 710, 730, and 750 (440,000 square feet) that is currently used as public parking lot, remain overnight aircraft parking, and SFO equipment/vehicle storage, would be repaved and converted to secure airside area to expand existing remain overnight aircraft parking and GSE operations areas. The existing aircraft operations area perimeter security fence would be realigned to demarcate secure and nonsecure operations areas.

Building 742

As depicted on Figure 3, Building 742 would be a one-level, 33-foot-tall, 7,400-square-foot GSE facility, sited outside of the runway protection zone. The building would be constructed east of the proposed Building 720 on an existing surface vehicle parking lot and nonsecure public areas would be accessible via West Area Drive to the north. Building 742 would replace the function of the existing Building 750, and would be utilized as GSE storage and maintenance facility. Approximately 206 public and tenant parking stalls at Lot D would be converted to a 26,000-square-foot staging and operations area for GSE on the airside. This facility would include 34 vehicle parking spaces on the east side of the building.

Construction Schedule

Each building would consist of a streel-frame structure constructed on a concrete slab foundation supported by reinforced concrete piles that would be predrilled, cast in place, and then capped. The concrete piles would be drilled to a depth of up to 120 feet, and each building's foundation would require excavation of up to 5 feet depth. Construction of the modified project would occur from 2022 to 2029. As shown on Figure 1, construction staging would occur in the North Field, accessible via North Access Road. **Table 3** provides an overview of the modified project construction schedule.



SOURCE: SFO Bureau of Planning and Environmental Affairs, September 2020.

West Field Cargo Redevelopment; Case No. 2020-008656ENV

FIGURE 3

PROPOSED BUILDING 720 AND BUILDING 742

Table 3 Modified Project Construction Schedule

Component	2022	2023	2024	2025	2026	2027	2028	2029
Demolish B624								
Demolish B612								
Construct B626								
Demolish B730 and B750								
Demolish B710								
Construct B720								
Construct B742								
Demolish B602 and B606								

SOURCE: San Francisco International Airport, Bureau of Planning and Environmental Affairs, September 2020.

Approvals and Permits

Discussed below are the permits and approvals that would be required from federal, state, and local agencies to implement the modified project as described in this addendum.

FEDERAL APPROVAL AND PERMITS

- Federal Aviation Administration (FAA). As a federally obligated public use airport, SFO shall coordinate with the FAA for environmental review per FAA Order 1050.1F, Environmental Impacts: Policies and Procedures.
- FAA, Air Traffic Division, Form 7460-1 Permit. Approval of Form 7460-1, Notice of Proposed Construction or Alteration, to construct on an airport.

LOCAL APPROVALS AND PERMITS

- **San Francisco Airport Commission.** Adoption of California Environmental Quality Act (CEQA) Findings.
- **SFO Building Inspection and Code Enforcement, Building Permit.** Issuance of permit. All plans, specifications, calculations, and methods of construction shall meet the code requirements found in the California Uniform Building Code.
- **San Francisco Bay Area Air Quality Management District (air district).** Authority to Construct and/or Permit to Operate an Emergency Standby Generator – Diesel Engine. Issuance of permit for stationary sources of air emissions, specifically emergency standby generators.

Project Setting

As shown in Figure 1, p. 5, the modified project site is currently paved and developed with the seven existing cargo and GSE facilities described above, as well as adjacent airside staging and remain overnight aircraft parking aprons east of North McDonnell Road and approximately 150 feet east of U.S. 101. The modified project site includes two noncontiguous project areas: one for Building 626, and one for Buildings 720 and

742. The Buildings 720 and 742 project area is south of West Area Drive and the Building 626 project area is south of West Field Road.

The project area for Buildings 720 and 742 is south of West Area Drive and Building 780, a five-story, 66-foot-tall Rental Car Center, and north of Building 692, a one-story vehicle maintenance and sheet metal fabrication facility. The Building 626 project area is south of West Field Road and a surface parking lot adjacent to the four-story, 69-foot-tall Building 674 (airport administration building) and the one-story, 33-foot-tall Building 676 (design and construction building). The closest school is Belle Air Elementary School in San Bruno, located approximately 1,100 feet northwest of the modified project site. The closest residential uses are located on Seventh Avenue in San Bruno, approximately 0.3 mile northwest of the modified project site.

Cumulative Development

CEQA Guidelines section 15130(b)(1)(A) defines cumulative projects as past, present, and probable future projects producing related or cumulative impacts. CEQA Guidelines section 15130(b)(1) provides two methods for cumulative impact analysis: the "list-based approach" and the "projections-based approach." The list-based approach uses a list of projects producing closely related impacts that could combine with those of a proposed project to evaluate whether the project would contribute to significant cumulative impacts. The projections-based approach uses projections contained in a general plan or related planning document to evaluate the potential for cumulative impacts. This project-specific CEQA analysis employs both the list-based and projections-based approaches to the cumulative impact analysis, depending on which approach best suits the resource topic being analyzed.

Table 4 presents a list of cumulative Airport projects that could potentially combine with the modified project to result in cumulative impacts.

Table 4 Past, Present, and Reasonably Foreseeable Future Actions on SFO Property

Count	Project Name and Description	Anticipated Construction
1	**Recommended Airport Development Plan (RADP)** – A long-range plan to guide the Airport's landside development. The purpose of the RADP is to plan for forecast passenger and operations growth at SFO through the following measures: maximizing gate capacity, geometry, and flexibility; optimizing lobby and security flows and incorporating new technology for passenger screening; maximizing shared-use facilities and baggage claim flexibility; and maximizing transfer connectivity for passengers and baggage.	2023–2035
2	**Shoreline Protection Program** – This project would install a new seawall that would comply with current Federal Emergency Management Administration requirements for flood protection and incorporate designs for future sea-level rise.	2025–2032
3	**Consolidated Administration Campus** – This project would develop a new consolidated administration building, a parking garage, expand the West Field AirTrain station platform to accommodate 4-car trains, and implement other associated improvements, including relocation of the AirTrain mechanical facility to the first floor of the parking garage and construction of two pedestrian bridges providing access between the administration facilities in the West Field area and the AirTrain station.	2022–2025

SOURCE: SFO Five-Year Capital Plan, 2019.

CEQA Analysis Approach

San Francisco Administrative Code section 31.19(c)(1) states that a modified project must be reevaluated, and that "If, on the basis of such reevaluation, the Environmental Review Officer determines, based on the requirements of CEQA, that no additional environmental review is necessary, this determination and the reasons therefore shall be noted in writing in the case record, and no further evaluation shall be required by this Chapter." CEQA Guidelines section 15164 provides for the use of an addendum to document the basis for a lead agency's decision not to require a subsequent or supplemental EIR for a project that is already adequately covered in an existing certified EIR. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger the preparation of a subsequent or supplemental EIR, as provided in CEQA Guidelines section 15162, are not present.

This addendum evaluates whether the potential environmental impacts of the modified project are addressed in the Master Plan FEIR, which was certified on May 29, 1992.[8] More specifically, this addendum evaluates whether the modified project would cause new significant impacts that were not identified in the Master Plan FEIR; would result in significant impacts that would be substantially more severe than those identified in the FEIR; and whether the modified project would require new mitigation measures to reduce significant impacts. This addendum also considers whether changes have occurred with respect to the circumstances of the modified project that would cause significant environmental impacts to which the project would contribute considerably, or whether new information has been put forward demonstrating that the modified project would cause new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts.

The Master Plan FEIR analyzed impacts of the Master Plan in the areas of Land Use and Plans, Transportation, Noise, Air Quality, Energy, Cultural Resources, Geology and Seismicity, Hazardous Materials, Employment and Housing, Utilities, Public Services, Aviation Safety, and Growth Inducement. In addition, the Master Plan Initial Study (FEIR Volume III, Appendix A) analyzed impacts in the areas of Visual Quality, Population, Climate, Biology, Water, and Energy/Resources.

This addendum evaluates the potential project-specific environmental impacts of the modified project described above and incorporates by reference information contained in the Master Plan FEIR. This addendum also documents the assessment and determination that the modified project is within the scope of the Master Plan FEIR and no additional environmental review is required.

Evaluation of Environmental Effects

Cultural Resources

FEIR FINDINGS

Cultural resources are analyzed on pp. 183 to 191 and pp. 371 to 373 of the Master Plan FEIR. The FEIR evaluated the effects of the Master Plan on cultural resources, including archeological, historic, and paleontological resources.

[8] San Francisco Planning Department, *San Francisco International Airport Master Plan Final Environmental Impact Report*, Case No. 1986.638E, State Clearinghouse No. 90030535, May 1992.

When the FEIR was certified in 1992, the evaluation of cultural resources conformed to CEQA Guidelines Appendix K, whose "importance" criteria relating to historical resources were later amended and officially adopted in 1998 to establish the California Register of Historical Resources (California register). The FEIR determined that there are no historical resources that meet CEQA Guidelines Appendix K "importance" criteria located on Airport property that will be affected by the Master Plan projects.[9]

The FEIR determined that the Master Plan projects would be constructed on former Bay land that was drained and filled with artificial fill to create a broad flat area. While prehistoric cultural activity could have occurred, such areas have been altered by the prior land reclamation and intense airport development. Further, a cultural resources report[10] found that while there are prehistoric archaeological sites located in the vicinity of the Airport, none were on Airport property. The FEIR concluded that while there are no known archeological resources at the Airport, the possibility exists for the presence of buried archeological resources—including those that contain human remains. The FEIR included the following mitigation measures to reduce impacts related to archeological resources to less than significant: Mitigation Measure I.D.1.a. (Review by Project Archeologist); Mitigation Measure I.D.1.b. (Procedure for reporting Significant Artifacts); Mitigation Measure I.D.1.c. (Inspection and Retrieval of Significant Artifacts); and Mitigation Measure I.D.1.d (Archeologist Report).

MODIFIED PROJECT IMPACTS

HISTORIC ARCHITECTURAL RESOURCES

The following seven age-eligible (i.e., 45 years or older) buildings are located within the modified project site: Buildings 602, 606, 612, 624, 710, 730, and 750.

Buildings 710 and 750 were evaluated in 2018 for eligibility for listing in the California Register of Historical Resources (California register) as part of the Recommended Airport Development Plan.[11] Building 710 was constructed in 1968 on the east side of North McDonnell Road as the hangar and offices for Western Airlines, and it has since been occupied by several other airlines, Airport concessionaires, and the SFO Airport Commission. It measures 123,400 square feet and contains three stories of office space. Building 750 was constructed in ca. 1966-69 on the south side of West Area Drive and was used as a support facility for Delta Air Lines for several decades. Neither building was found to be individually significant under any California register criteria or to contribute to any known or potential historic districts on the Airport property. The planning department concurred with the findings of the 2018 evaluation and determined that Buildings 710 and 750 are not considered historical resources for the purposes of CEQA.[12]

The other five age-eligible buildings—Buildings 602, 606, 612, 624, and 730—were evaluated in 2020 for eligibility for listing in the national register as part of the West Field Cargo Redevelopment Project.[13] The 2020 evaluation found that none of these five age-eligible buildings are individually significant under any

[9] David Chavez Associates, *Cultural Resources Evaluation for the San Francisco International Airport Master Plan EIR*, San Mateo County, California, August 1990, revised February 1991.

[10] Ibid.

[11] ESA, *Historic Resources Evaluation Part 1 for the Recommended Airport Development Plan*, San Francisco International Airport, prepared for the San Francisco International Airport, June 2018.

[12] San Francisco Planning Department, *Preservation Team Review Form for Various Properties at San Francisco International Airport (Case No. 2017-007468ENV)*, June 25, 2018.

[13] ESA, *Cultural Resources Report for the West Field Cargo Redevelopment Project,* prepared for the Federal Aviation Administration and San Francisco International Airport, September 2020.

national register criteria, nor do they contribute to any known or potential historic districts on the Airport property.[14] The planning department determined that it concurs with the findings of the 2020 evaluation and that Buildings 602, 606, 612, 624, and 730 are not considered historical resources for the purposes of CEQA.[15]

Therefore, the modified project would have less than significant impacts on historical architectural resources as defined in CEQA Guidelines section 15064.5 because there are no such resources immediately adjacent to or within the modified project site. Therefore, the modified project would not result in any new or substantially greater impacts to historic properties beyond those identified in the FEIR and would not require new mitigation measures.

ARCHEOLOGICAL RESOURCES

ESA conducted a records search for the project site and all areas within 0.5 miles of the modified project site at the Northwest Information Center (NWIC) of the California Historical Resources Information System at Sonoma State University in Rohnert Park, California on June 4, 2019 (NWIC File No. 18-2340), which was updated on July 23, 2020 (NWIC File No. 20-01062). The records search included review of previous studies, records, and maps on file at the NWIC, including a review of the State of California Office of Historic Preservation Built Environment Resource Directory and Archeological Determinations of Eligibility with summary information from the National Register, Registered California State Landmarks, California Historic Points of Interest, and California Register of Historical Resources. The purpose of the records search was to: (1) determine whether known archeological resources have previously been recorded in a 0.5-mile radius of the modified project site; and (2) assess the likelihood for unrecorded cultural resources to be present based on historical references and the distribution of nearby cultural resources.

The records search results, as well as additional background research completed by ESA, did not identify any unrecorded archeological resources within the project site. Four prehistoric and historic-era archeological resources have been recorded between 0.3 and 0.5 miles from the project site.

Prior to the 1920s, the setting of the project site was a salt marsh. However, prehistorically the modified project site was dry land within a broad river valley. Starting around 10,000 years ago, the river valley was inundated as rising sea levels created San Francisco Bay, gradually drowning the lands at the future site of the airport between 6,000 and 2,000 years ago. As the rate of sea level rise slowed, sediments carried into the bay from the adjacent land accumulated along the shoreline and marshlands developed: in 1869, marshes extended some 0.8 miles eastward of the project site before meeting the open waters of the bay, and about 0.25 miles west of the project site to the dry shoreland.

The marsh setting that characterized the modified project site during the past 2,000 years, and the underlying Young Bay Mud, generally have low sensitivity for the presence of near surface prehistoric archaeological resources and for historic period residential or farming-related resources, because marshes, which may be very wet, or inundated tidally or seasonally. However, prehistoric human remains have occasionally been found in marsh and Young Bay Mud settings, deeply buried, in several instances.

In the 19th and early 20th centuries, piers and elevated roadways were built across the marshes in some areas to provide access to the bay for fishing or shipping. Later, dry lands were created through the construction of

[14] Ibid.

[15] EP has acknowledged that it concurs with the findings in the Section 106 report and will issue a project determination before publication of this addendum. Audrey Park (SFO), email to Elliott Schwimmer (ESA), December 11, 2020.

water diversion features in the marshlands west of the modified project site. At that time, the waters east of the airport site were a designated oyster fishery, which suggests that these were shallow, gravelly shoals. No archival documentation of historic use of the project site has been found, and it is not anticipated that the remains of such features would be encountered at the modified project site.

Based on its environmental history, it appears that the modified project site was not suitable for prehistoric occupation during the past 2000 years. However, this location at one time was adjacent to the bay shore and not far distant from creeks that entered the bay, a setting that was highly favored by prehistoric Native Americans. More than 400 prehistoric shell middens—sites of substantial prehistoric Native American occupation—were visible on the surface around San Francisco Bay in 1904.[16] On this basis, the shoreline setting is assumed also to be sensitive for the presence of older shoreline prehistoric archeological sites, occupied and used during the time that the bay was filling and subsequently inundated and buried by bay bottom and (later) marsh silt deposits (known locally as Young Bay Mud). If present, archeological resources that were present at this time would most likely be found beneath the Young Bay Mud, at or near the surface of the underlying Upper Layered Sediments stratum that predate that bay in this area.

As revealed in geotechnical cores, and discussed in more detail below, the geologic stratigraphy at the modified project site, from surface to depth, consists of artificial landfill soils, underlain by stratum of Young Bay Mud, which rests directly atop the surface of the Upper Layered Sediments which, in turn, rest on Old Bay Clay. The Upper Layered Sediments are interbedded Pleistocene-age marine and terrestrial deposits[17] (that is, deposited alternately, in marine and terrestrial environmental) that formed the land surface during the Early to Middle Holocene period (ca. 11,700 to 3,800 years ago); the time during which humans first inhabited the San Francisco Peninsula.[18] While in some areas the surface of the Upper Layered Sediments stratum was eroded away by the tidal action of the rising bay, under some environmental conditions the upper surface of these sediments has been preserved intact beneath the Young Bay Mud. In these circumstances, there is the potential for the presence of Middle Holocene archeological deposits. These would be expected to be located beneath the Young Bay Mud, in the upper 3 to 5 feet of the Upper Layered Sediments.

Based on the geotechnical investigations, the modified project site consists of approximately 2 to 9 feet of artificial fill, which was used to reclaim the tidal marsh during the 1950s. Underlying the artificial fill is a relatively thin stratum of Young Bay Mud that extends to a depth of 9 to 24.5 feet below ground surface (bgs). The Young Bay Mud, deposited in an aquatic environment,[19] has low sensitivity for prehistoric archeological resources, with the possible exception of rare, isolated prehistoric human remains. Below the Young Bay Mud, the Upper Layered Sediments and underlying Old Bay Clay extend to a depth of approximately 144 feet bgs. As discussed above, the Upper Layered Sediments stratum may represent the land surface at the project site during the terminal Pleistocene, which potentially was habitable in the late Pleistocene to early Holocene, the time at which humans are believed to have first arrived in the Bay Area. For this reason, the interface between Young Bay Mud and the Upper Layered Sediments is potentially sensitive for containing buried prehistoric archeological deposits. Such deposits, if present in this context, are highly significant

[16] N.C. Nelson, *Shellmounds of the San Francisco Bay Region*, University of California Publications in American Archaeology and Ethnology, 1909.

[17] Julius Schlocker, *Geology of the San Francisco North quadrangle*, California: U.S. Geological Survey, Professional Paper 782, 1974.

[18] Ibid.

[19] Brian F. Byrd, Philip Kaijankoski, Jack Meyer, Adrian Whitaker, Rebecca Allen, Meta Bunse, and Bryan Larson, *Archaeological Research Design and Treatment Plan for the Transit Center District Plan Area, San Francisco, California*. Prepared by Far Western Anthropological Research Group, Past Forward Inc., and JRP Historical, Prepared for the City and County of San Francisco Planning Department, San Francisco, CA, 2010, 86.

archeologically because only a few such resources have been found, and because they likely represent the earliest human occupation of the region.

To assess whether sediments evidencing the potential for presence and survival of archeological resources are present beneath the project site, a geoarchaeologist reviewed the coring logs from geotechnical borings conducted at the project site. The objective of this review was to look for evidence, in the logs, of the presence of paleosols (strata with evidence of having been exposed on the land surface for long enough that they could harbor archeological deposits); and for evidence of prehistoric erosion of the Upper Layered Sediments stratum, which might have destroyed or disturbed paleosols if they were present.

Nineteen geotechnical cores were extracted from the project site or immediate vicinity. The project geoarcheologist noted that several of the core logs describe the upper surface of the Upper Layered Sediments as greenish grey silty clays and sandy silts, which are indicative of an aquatic environment.[20,21,22,23] However, not all of the cores, which for geotechnical purposes are not sampled continuously, included samples at the Young Bay Mud/ Upper Layered Sediments interface, so did not provide definitive data on the depositional environment of the upper stratum of the Upper Layered Sediments. Geoarcheological analysis also included review of a geotechnical study of a larger area of the airport, conducted in 2000, which concludes that there is evidence for widespread erosion of the Upper Layered Sediments in the general project vicinity based on substantial irregularities in the depths and thicknesses of various strata. These variations suggest that the Upper Layered Sediments stratum has been cut by deep erosion channels at various locations around the airport. This pattern of erosion may have reduced the potential for survival of potentially habitable pre-Bay land surfaces within the modified project site.

Three of the cores at the project site recovered samples of a stratum of black silty sand at the top of the Upper Layered Sediments, which may reflect re-deposition of these upper layers by erosion. However, it is also possible that this stratum could indicate the presence of organic material, which might suggest the presence of a paleosol. One core log noted rootlets at the Young Bay Mud/Upper Layered Sediments contact, which could point to the presence of terrestrial or marsh soils. While the geotechnical data from the site therefore suggest that the surface of the potentially sensitive Upper Layered Sediments may have been deposited in an environment not conductive to human occupation, this interpretation is not conclusive, since many of the cores did not sample the critical stratigraphic interface; and while generalized data from the airport overall suggest that substantial erosion occurred in the vicinity prior to or during the deposition of the Young Bay Mud stratum, results with respect to the project site also are inconclusive. These uncertainties are does to the fact that many cores did not sample the critical stratigraphic interface at the project site; because only core logs, and not core samples, were available for assessment by a geoarcheologist; and because the evidence of widespread prehistoric erosion evinced in cores elsewhere around the airport has not been explicitly documented at the project site. On this basis, while it is possible that past environmental conditions do not favor the preservation of prehistoric archeological deposits that may have been present at the project site, because of the high level of significance of any resources that may survive, the site must be considered to be

[20] Treadwell and Rollo, *Geotechnical Investigation, West Field Improvements, San Francisco International Airport, San Francisco, California*. Prepared for City and County of San Francisco, 1996.

[21] ENGEO, *Geotechnical Data Report, San Francisco International Airport (SFIA), SFO Consolidated Administration Campus, San Francisco, California*. Prepared for San Francisco International Airport, 2013.

[22] AGS, *Final Geotechnical Study Report, Building 624 Improvements Project, Southfield Tenant Relocations, San Francisco International Airport, San Francisco, California*. Prepared for San Francisco International Airport, 2015.

[23] SFDPW Bureau of Engineering, *Geotechnical Report, West Field Cargo Area, Phase 1A and 1B, At Intersection of West Field Road and McDonnell Road, San Francisco International Airport, San Francisco, California*. Prepared for San Francisco International Airport, 2005.

sensitive for the presence of submerged prehistoric archeological resources. Any project impacts to such a resource would be significant.

Direct project excavations at the project site would disturb soils to 5 feet depth. At these depths, excavations would be confined to fill and Young Bay Mud strata. These strata are not archeologically sensitive (with the possible exception of potential isolated human remains), so mass excavations would not be expected to result in impacts to archeological resources. However, Buildings 626, 720, and 742 would require pile foundations up to 120 feet in depth. Piles would be driven through the fill, Young Bay Mud and Upper Layered sediments, which would result in a significant impact if a deeply buried prehistoric deposit were present at the project site near the surface of the Upper Layered Sediments.

The FEIR concluded that while there are no known archeological resources at the Airport, the possibility exists for the presence of buried archeological resources—including those that contain human remains. Consistent with the initial stipulation of FEIR Mitigation Measure 1.D.1.a.[24] SFO retained the services of a qualified archeologist to review project soil and geotechnical data and provide recommendations for further steps to be taken to ensure that impacts to significant archeological resources and human remains are avoided or mitigated. The results of that review and consultation, which took into account advances in geoarcheological knowledge in recent decades, are presented above.

As detailed in the analysis above, there may be a potential for project pilings to encounter highly significant Middle Holocene prehistoric archeological resources. For this reason, while this potential is uncertain, if a buried prehistoric deposit were present it would be highly significant. Therefore, based on the project archeologist's recommendation and consultation with the ERO, and consistent with archeological treatments applied for San Francisco projects in similar settings, **Mitigation Measure CR-1**, **Archeological Testing**, is included in the project. In accordance with this measure, geoarcheological testing would be undertaken at the project site prior to pile construction to more definitively ascertain whether significant prehistoric deposits or paleosols that may harbor such deposits are present and would be affected by pile construction.

Mitigation Measure CR-1, Archeological Testing, set forth in full below, would implement appropriate archeological treatment as identified through the archeological review, recommendation and consultation process set forth in the initial paragraph of FEIR Mitigation Measure 1.D.1.a. Archeological testing, in this case, would consist of geoarcheological coring on the project site, with continuous cores from the surface to 5 feet below the surface of the Upper Layered Sediments, distributed at approximately 50-meter horizontal intervals across the portion of the site where pile foundations would be needed. The geoarcheologist would open and assess the cores for the presence of potential paleosols and, if a potential paleosol is present, would sample the core for further analysis and dating. If a paleosol or a prehistoric deposit is identified, further testing and/or data recovery would be scoped in consultation between the archeologist and the ERO, and implemented as detailed in the mitigation measure.

> **Mitigation Measure CR-1: Archeological Testing** (Implementing FEIR Mitigation Measure 1.D.1.a through I.D.1.d). Based on a reasonable presumption that archeological resources may be present within the project site, the following measures shall be undertaken to avoid any potentially

[24] FEIR Mitigation Measure 1.D.1.a: Review by Project Archaeologist. The project sponsor will retain the services of an archeologist. The sponsor will submit copies of the general soil survey and site-specific geotechnical investigations prepared for the San Francisco Airport expansion projects for review by the project archeologist. The project archeologist will report recommendations to the Environmental Review Officer (ERO). The archeologist will give consideration to the potential presence of coastal prehistoric sites below existing bay alluvium and remains of Chinese shrimp camps (c. 1870 to c. 1910 A.D) in evaluating the archeological sensitivity of individual projects sites and in developing recommendations.

significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of a qualified archeological consultant having expertise in California prehistoric and urban historical archeology. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines Sect. 15064.5 (a)(c).

Archeological Testing Program. The archeological testing program shall be conducted in accordance with the approved Archeological Testing Plan (ATP). The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.

The archeological consultant and the ERO shall consult on the scope of the ATP reasonably prior to any project-related soils disturbing activities commencing. The archeological consultant shall prepare and submit to the ERO for review and approval an ATP. The ATP shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, lay out what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. The ATP shall also identify the testing method to be used, the depth or horizontal extent of testing, and the locations recommended for testing and shall identify archeological monitoring requirements for construction soil disturbance as warranted. The archeologist shall implement the approved testing as specified in the approved ATP prior to and/or during construction. The archeologist shall consult with the ERO at the conclusion of testing to report testing results, determine whether data recovery is needed, and provide construction monitoring recommendations and shall implement monitoring as determined in consultation with the ERO.

Archeological Data Recovery Plan. If testing results are positive and the ERO determines that an archeological data recovery program is warranted, the archeological data recovery program shall be conducted in accord with an Archeological Data Recovery Plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.
- Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures.
- Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies.
- Interpretive Program. Consideration of an on-site/off-site public interpretive program based on the results of the archeological data recovery program.
- Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- Final Report. Description of proposed report format and distribution of results.
- Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Consultation with Descendant Communities. On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report (FARR) shall be provided to the representative of the descendant group.

Human Remains and Funerary Objects. The treatment of human remains and funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the San Mateo County Medical Examiner and, in the event of the Medical Examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission, which will appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98). The ERO also shall be notified immediately upon the discovery of human remains.

The project sponsor and ERO shall make all reasonable efforts to develop a Burial Agreement ("Agreement") with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and associated or unassociated funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). The Agreement shall take into consideration the appropriate excavation, removal, recordation, scientific analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. If the MLD agrees to scientific analyses of the remains and/or associated or unassociated funerary objects, the archeological consultant shall retain possession of the remains and associated or unassociated

funerary objects until completion of any such analyses, after which the remains and associated or unassociated funerary objects shall be reinterred or curated as specified in the Agreement.

Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept treatment recommendations of the MLD. However, if the ERO, project sponsor and MLD are unable to reach an Agreement on scientific treatment of the remains and associated or unassociated funerary objects, the ERO, with cooperation of the project sponsor, shall ensure that the remains associated or unassociated funerary objects are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance.

Treatment of historic-period human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity, additionally, shall follow protocols laid out in the project's Archeological treatment documents, and in any related agreement established between the project sponsor, Medical Examiner and the ERO.

Archeological Public Interpretation Plan. The project archeological consultant shall submit an Archeological Public Interpretation Plan (APIP) if a significant archeological resource is discovered during a project. If the resource to be interpreted is a tribal cultural resource, the APIP shall be prepared in consultation with and developed with the participation of Ohlone tribal representatives. The APIP shall describe the interpretive product(s), locations or distribution of interpretive materials or displays, the proposed content and materials, the producers or artists of the displays or installation, and a long-term maintenance program. The APIP shall be sent to the ERO for review and approval. The APIP shall be implemented prior to occupancy of the project.

Final Archeological Resources Report. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. The archeological consultant shall submit a draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological, historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken, and if applicable, discusses curation arrangements.

Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the ARR to the NWIC. The Environmental Planning Division of the Planning Department shall receive one bound copy and one unlocked, searchable PDF copy on digital medium of the approved FARR along with GIS shapefiles of the site and feature locations and copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.

Curation. Significant archeological collections shall be permanently curated at an established curatorial facility selected in consultation with the ERO.

Implementation of Mitigation Measure CR-1 would reduce the potentially significant impact to prehistoric archeological resources to a less than significant level.

There also is the potential for accidental discovery of archeological resources during project construction; in particular, isolate human remains. Implementation of **Mitigation Measure CR-2**, **Accidental Discovery**, would reduce the potential for the project to result in significant impacts to unanticipated archeological resources and to human remains, as defined in CEQA section 15064.5, consistent with the conclusion of the FEIR. Mitigation Measure CR-1 reflects updates to the mitigation measure consistent with current planning department practices, and supersedes FEIR **Mitigation Measures I.D.1.a through I.D.1.d**.[25]

> **Mitigation Measure CR-2: Accidental Discovery** *(Implementing FEIR Mitigation Measures I.D.1.a through I.D.1.d)*. The following mitigation measure is required to avoid any potential adverse effect from the proposed project on accidentally discovered buried or submerged historical resources as defined in CEQA Guidelines Section 15064.5(a) and (c).
>
> *ALERT Sheet.* The project sponsor shall distribute the Planning Department archeological resource "ALERT" sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soils-disturbing activities within the project site. Prior to any soils-disturbing activities being undertaken, each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel, including machine operators, field crew, pile drivers, supervisory personnel, etc. The project sponsor shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor(s), and utilities firm) confirming that all field personnel have received copies of the Alert Sheet.
>
> *Discovery Stop Work and Notification.* Should any indication of an archeological resource be encountered during any soils-disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils-disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should be undertaken.
>
> *Archaeological Consultant Identification and Evaluation.* If the ERO determines that an archeological resource may be present within the project site, the project sponsor shall retain the services of an archeological consultant from the Qualified Archeological Consultant List maintained by the Planning Department. The archeological consultant shall advise the ERO as to whether the discovery is an archeological resource as well as if it retains sufficient integrity and is of potential scientific/historical/cultural significance. If an archeological resource is present, the archeological consultant shall identify, document, and evaluate the archeological resource. The archeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor.
>
> *Discovery Treatment Determination.* Measures might include preservation in situ of the archeological resource; an archeological monitoring program; an archeological testing program; and/or an archeological interpretation program. If an archeological interpretive, monitoring, and/or testing

[25] The full text of the Master Plan FEIR mitigation measures are available in the Final Mitigation Monitoring and Reporting Program (MMRP), as adopted by the Airport Commission on November 1992.

program is required, it shall be consistent with the Environmental Planning Division guidelines for such programs and shall be implemented immediately. The ERO may also require that the project sponsor immediately implement a site security program if the archeological resource is at risk from vandalism, looting, or other damaging actions.

Consultation with Descendant Communities. On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report (FARR) shall be provided to the representative of the descendant group.

Archeological Data Recovery Plan. If an archeological data recovery program is required by the ERO, the archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The project archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP. The archeological consultant shall prepare a draft ADRP that shall be submitted to the ERO for review and approval. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.
- Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures.
- Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies.
- Interpretive Program. Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.
- Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- Final Report. Description of proposed report format and distribution of results.
- Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Human Remains and Funerary Objects. The treatment of human remains and of funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the San Mateo County Medical Examiner and, in the event of the Medical Examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC), which will appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98). The ERO also shall be notified immediately upon the discovery of human remains.

The project sponsor and ERO shall make all reasonable efforts to develop a Burial Agreement ("Agreement") with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and associated or unassociated funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). The Agreement shall take into consideration the appropriate excavation, removal, recordation, scientific analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. If the MLD agrees to scientific analyses of the remains and/or associated or unassociated funerary objects, the archeological consultant shall retain possession of the remains and associated or unassociated funerary objects until completion of any such analyses, after which the remains and associated or unassociated funerary objects shall be reinterred or curated as specified in the Agreement.

Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept treatment recommendations of the MLD. However, if the ERO, project sponsor and MLD are unable to reach an Agreement on scientific treatment of the remains and/or associated or unassociated funerary objects, the ERO, with cooperation of the project sponsor, shall ensure that the remains and/or associated or unassociated funerary objects are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance.

Treatment of historic-period human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity, additionally, shall follow protocols laid out in the project archeological treatment document, and other relevant agreement established between the project sponsor, Medical Examiner and the ERO.

Archeological Public Interpretation Plan. The project archeological consultant shall submit an Archeological Public Interpretation Plan (APIP) if a significant archeological resource is discovered during a project. If the resource to be interpreted is a tribal cultural resource, the APIP shall be prepared in consultation with and developed with the participation of Ohlone tribal representatives. The APIP shall describe the interpretive product(s), locations or distribution of interpretive materials or displays, the proposed content and materials, the producers or artists of the displays or installation, and a long-term maintenance program. The APIP shall be sent to the ERO for review and approval. The APIP shall be implemented prior to occupancy of the project.

Final Archeological Resources Report. The project archeological consultant shall submit a confidential draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource, describes the archeological and historical research methods employed in the archeological monitoring/data recovery program(s) undertaken, and discusses curation arrangements.

Once approved by the ERO, copies of the approved FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy, and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning Division of the Planning Department shall receive one bound copy and one unlocked, searchable PDF copy on digital medium of the FARR along with GIS shapefiles of the site and feature locations and copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources.

Curation. Significant archeological collections shall be permanently curated at an established curatorial facility selected in consultation with the ERO.

In summary, the modified project would not result in any impacts greater than those disclosed in the FEIR related to archeological resources with implementation of Mitigation Measures CR-1 and CR-2, which implement the mitigation measures identified in the FEIR. Therefore, the modified project would not result in any new significant or more-severe impacts on archeological resources than those identified in the FEIR, and would not require new mitigation measures.

CUMULATIVE IMPACTS

As discussed above, no historic resources are present on or adjacent to the project site. The modified project would not result in any new or substantially greater impacts to historic properties beyond those identified in the FEIR. Therefore, impacts from the modified project could not combine with other cumulative projects in the project vicinity to result in a significant cumulative impact on historic architectural resources.

Generally, the area for cumulative analysis of archeological resources is the project site where excavation would occur. None of the cumulative projects noted in Table 4, p. 11, would overlap with construction activities at the project site, nor are there any known archeological resources on the modified project site that extent beyond the boundaries of the project site and could be affected by nearby development. In addition, all cumulative projects at the Airport would be subject to Mitigation Measure M-CR-1, which would ensure that archeological analysis is conducted during project planning and appropriate treatment for potential resources are identified and implemented; and that if archeological resources or human remains are identified during construction they are treated appropriately. Therefore, impacts from the modified project could not combine with cumulative projects in the project vicinity to result in a significant cumulative impact on archaeological resources or human remains.

Tribal Cultural Resources

FEIR FINDINGS

The FEIR did not analyze impacts on tribal cultural resources, as this topic was not mandated for inclusion under CEQA until 2016.

MODIFIED PROJECT IMPACTS

There are no known archeological resources in the project vicinity that could be considered tribal cultural resources. The analysis above states there is the potential to uncover buried prehistoric archeological resources in the project site because reinforced concrete piles would be predrilled to bedrock (up to 120 feet below ground). However, the City does not have record of any tribal cultural resources in the modified

project site. Consistent with prior consultation between the City and Ohlone tribal groups, all prehistoric sites identified would be considered to be potential tribal cultural resources.

While unlikely, ground disturbing activities, including pile construction, could damage archeological resources that are considered tribal cultural resources, if present. Accordingly, the modified project would be subject to Mitigation Measure CR-1 and Mitigation Measure CR-2, as noted above. Implementation of this mitigation measure would reduce potential impacts on tribal cultural resources to a less-than-significant level.

CUMULATIVE IMPACTS

The FEIR did not make an impact determination specific to cumulative tribal cultural resource effects. The geographic extent of cumulative tribal cultural resources impacts is typically the project site, where excavation would occur. None of the cumulative projects noted in Table 4, p. 11, would overlap with activities at the project site. Therefore, with implementation of Mitigation Measure CR-1 and Mitigation Measure CR-2, impacts from the modified project could not combine with other cumulative projects in the project vicinity to result in a significant cumulative impact on tribal cultural resources.

Transportation and Circulation

MASTER PLAN FEIR FINDINGS

Transportation and circulation impacts of Master Plan projects were analyzed on pp. 125 to 152 and pp. 265 to 330 of the Master Plan FEIR. The Master Plan FEIR determined that several transportation and circulation impacts related to intersection, freeway ramp, and freeway mainline segment operations were potentially significant, but would be reduced to a less-than-significant level with implementation of the 11 mitigation measures identified in the Master Plan FEIR. The 11 transportation and circulation mitigation measures were designed to address the potential impacts through a variety of mechanisms that take a comprehensive, systemwide approach to reducing single-occupant vehicle trips, increasing transit access, and upgrading airport roadway infrastructure to accommodate anticipated demand. To the extent that transportation mitigation measures would not avoid or substantially lessen the impacts of Master Plan projects, the Airport Commission made a finding that the environmental, economic, and social benefits of the Master Plan would override the remaining impacts related to traffic, as stated fully in the Airport Commission's adoption of the Statement of Overriding Considerations.[26]

MODIFIED PROJECT TRAVEL DEMAND METHODOLOGY AND RESULTS

The modified project would not affect the level of air traffic and thus would have no effect on passenger travel to and from the Airport. The modified project would replace the current cargo/maintenance facilities and the size of the new cargo facilities would be within the parameters of—and consistent with—the cargo facilities studied as part of the Master Plan FEIR. As detailed in Table 2, p. 6, based on the cargo space analyzed in the Master Plan FEIR and subsequent new construction and demolition of cargo facilities, approximately 837,380 square feet of cargo space remains unbuilt. With implementation of the modified project, approximately 506,955 square feet of unbuilt cargo space would remain under what was analyzed in the Master Plan FEIR. Therefore, the facilities included in the modified project would not result in an increase in employee activity (i.e., vehicle trips to and from the Airport) beyond what was evaluated in the Master Plan FEIR.

[26] Airport Commission, SFO Master Plan, *Findings Related to the Approval of the SFIA Master Plan*, November 3, 1992, pp. 58 to 62).

MODIFIED PROJECT IMPACTS

CONSTRUCTION

As shown in Table 3, p. 10, demolition of the seven existing buildings and construction of the three new buildings on the project site would occur between 2022 and 2029.

During the construction period, the number of construction trucks traveling to and from the site would vary depending on the phase and the type of construction activity. North McDonnell Road, West Field Road, and West Area Drive would be used to access the project site. Throughout construction of the modified project there would be additional construction trucks on these roadways, two of which (North McDonnell Road and West Field Road) are designated bicycle routes; however, bicycle lanes and/or shared-lane striping are provided, and construction trucks would not substantially affect bicycle travel, except when entering the site. Thus, construction trucks entering the modified project site could affect pedestrians or people bicycling. The modified project would be required to implement the Airport Standard Construction Measure (ASCM) related to construction traffic (Division 01 55 26).[27] This ASCM requires that a Traffic and Pedestrian Detour Routing Plan be prepared by the contractor(s) to reduce project impacts on the surface transportation network, including people bicycling. The Plan must be based on the California Manual on Uniform Traffic Control Devices and in compliance with Airport traffic regulations and the San Francisco Police Department Airport Bureau's policy. The Plan also includes provisions for the storage and staging of construction vehicles, equipment, and materials, and requires the submittal and approval of a site-specific Traffic Control Plan by SFO Traffic Engineering for any road or lane closures. With implementation of a Traffic and Pedestrian Detour Routing Plan, construction trucks would not substantially affect pedestrians or bicyclists. Moreover, construction staging and delivery activities would occur on-site; materials and equipment would not be staged on sidewalks.

Temporary closures of travel lanes or sidewalks on West Field Road may be required at times during certain construction activities (e.g., curb, gutter, etc.) associated with the modified project. Pedestrians would be directed to cross to the other side of the street. Transit operations at the adjacent SamTrans bus stop and AirTrain Station adjacent to the project site on North McDonnell Road would not be interrupted by construction activities. Any temporary traffic lane, bicycle lane, parking lane, or sidewalk closures would be required to conform to the Traffic and Pedestrian Detour Routing Plan, which would reduce the modified project's impacts.

The Master Plan FEIR did not identify any significant transportation and circulation impacts related to construction and did not require any mitigation measures. Compliance with the ASCM would be sufficient to reduce impacts to less-than-significant levels. Therefore, construction of the modified project would not create potentially hazardous conditions for pedestrians, bicycling, driving, or riding transit; would not interfere with emergency access; and would not interfere with accessibility for pedestrians or bicycling; and would not substantially delay transit. As such, the modified project would not result in significant construction-related impacts related to pedestrians, bicycling, driving, or taking public transit. As such, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the Master Plan FEIR, and would not require new mitigation measures.

[27] San Francisco International Airport. *Airport Standard Construction Measures Implementation in Construction Contracts and Maintenance Projects*, March 3, 2020.

OPERATION

POTENTIALLY HAZARDOUS CONDITIONS

SamTrans would continue to provide service to the existing bus stop on the south side of the North McDonnell Road/West Area Drive intersection. Existing bicycle facilities on North McDonnell Road and West Field Road would remain unchanged with implementation of the modified project. Bicycle and pedestrian impacts were determined to be less than significant in the Master Plan FEIR and no mitigation measures were required. The Master Plan FEIR did not address potentially hazardous conditions as it relates to driving or transit operations. Project operations would result in less-than-significant impacts related to potentially hazardous conditions for pedestrians, bicycling, or driving and public transit, and no mitigation measures are required. Therefore, the modified project would not result in new significant impacts that were not previously identified in the FEIR, would not result in more severe impacts than those identified in the FEIR, and would not require new mitigation measures.

GENERAL ACCESSIBILITY AND EMERGENCY ACCESS

As discussed above, pedestrian and bicycle access would continue to be provided on sidewalks and streets adjacent to the project site with implementation of the modified project. The modified project would not introduce unsafe design features or incompatible uses, or restrict emergency vehicles from accessing the site or nearby areas. Similarly, the modified project would not generate activities that would interfere with access or circulation for pedestrians or bicyclists. The Master Plan FEIR did not identify impacts on pedestrians or bicyclists and the Master Plan FEIR did not specifically address emergency access. However, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the FEIR, and would not require new mitigation measures.

TRANSIT

The Transportation Impact Analysis Guidelines for Environmental Review[28] (Transportation Impact Analysis Guidelines) set forth a screening criterion for projects that would typically not result in significant effects related to public transit delay. As discussed above, the modified project would not cause an increase in travel demand as compared to the Master Plan FEIR, and therefore would not result in additional vehicle trips that could cause delay to transit vehicles operating near the modified project site. Based on this determination, the modified project would generate fewer than 300 vehicle trips during the p.m. peak hour, which is the screening criterion for transit delay. Therefore, the modified project meets the screening criterion, and impacts on transit delay and operations would be less than significant.

The Master Plan FEIR discussed increased transit loadings on BART, Caltrain, and SamTrans, but did not identify any potentially significant impacts with respect to transit delay or transit capacity utilization, and no mitigation measures were required. The planning department no longer considers transit capacity utilization impacts, but rather whether implementation of a project would increase transit travel times and substantially delay transit or create potentially hazardous conditions for transit operations. For the reasons described above, operation of the modified project would not substantially delay transit, and the modified project impacts related to transit would be less than significant and no mitigation measures are required.

[28] San Francisco Planning Department, Transportation Impact Analysis Guidelines Update: Summary of Changes Memorandum, February 14, 2019, last updated in October 2019., *https://citypln-m-extnl.sfgov.org/SharedLinks.aspx?accesskey=79b86615648b30738b5be29ce1d6be428adebe8ad75a7e1d3cc064a715634ec5&VaultGUID=A4A7DACD-B0DC-4322-BD29-F6F07103C6E0*, accessed January 19, 2021.

Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the Master Plan FEIR, and would not require new mitigation measures.

VEHICLE MILES TRAVELED ASSESSMENT

As discussed above, the modified project would not cause an increase in travel demand as compared to the Master Plan FEIR, and therefore would not result in additional vehicle miles traveled (VMT). Furthermore, the project site meets the Transportation Impact Analysis Guidelines' proximity to transit stations screening criterion due to its location less than a half-mile from the BART San Francisco International Airport Station, a major transit stop.[29,30] In addition to BART, the project site is directly served by the AirTrain and SamTrans 140, 292, 397, and 398 bus routes. As such, the modified project would not result in a substantial increase in VMT.

The modified project would include features that would alter the transportation network. These features include reconstructed sidewalks and new or relocated driveways. These types of transportation network alterations qualify as "active transportation, rightsizing (aka Road Diet) and Transit Project", or "other minor transportation project" as defined in the Transportation Impact Analysis Guidelines for Environmental Review.[31] The planning department has determined that these categories of transportation network alterations would not substantially induce automobile travel.

The Master Plan FEIR did not analyze impacts related to VMT or substantially inducing automobile travel. However, for the reasons noted above, the modified project would result in less-than-significant impacts related to VMT and induced automobile travel, and no mitigation measures are required. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the FEIR, and would not require new mitigation measures.

LOADING

With regard to loading, all temporary and permanent loading would occur on Airport property, and not within public rights-of-way. Moreover, internal roadways within the project site would be able to accommodate any queuing or double-parked vehicles from passenger or freight loading activities. Therefore, the modified project would not result in secondary effects on bicyclists and public transit delay; would not result in any new or substantially greater impacts with respect to loading beyond those identified in the Master Plan FEIR; and no new mitigation measures would be required.

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[29] The screening criteria in Attachment A – Screening Criteria (SB 743 Checklist) of Appendix L of the Transportation Impact Analysis Guidelines can be applied to a project to determine whether a detailed VMT analysis is required. The modified project meets the Transportation Impact Analysis Guidelines' definition of a small project, which is a project that would not result in over 100 vehicle trips per day or would have less than or equal to 10,000 square feet of retail.

[30] San Francisco Planning Department, Transportation Impact Analysis Guidelines, Appendix L Vehicle Miles Traveled (VMT)/Induced Automobile Travel, February 14, 2019, last updated October 2019, *https://citypln-m-extnl.sfgov.org/SharedLinks.aspx?accesskey=d7846dda8f994e3e1e72b28eb245c5834c80aab64f63a21eab9a41f82b4af63e&VaultGUID=A4A7DACD-B0DC-4322-BD29-F6F07103C6E0*, accessed May 10, 2021.

[31] Ibid.

PARKING

As shown in Table 2, p. 6, the modified project would remove 690 existing vehicle parking spaces and include a total of 163 new parking spaces spread across the three newly constructed buildings.[32] Therefore, the modified project would result in a net decrease of 527 spaces, as compared to existing conditions. The Master Plan FEIR analyzed a net increase of 7,340 parking spaces. Because the modified project would not result in an increase in the number of employees, the reduced parking supply would result in a lower ratio of employee parking spaces to employees, as compared to that analyzed in the Master Plan FEIR. Therefore, the modified project would not conflict with efforts to reduce single-occupancy vehicle travel. It is noted that a parking shortfall, in itself, does not result in a significant impact on the environment.[33] Secondary effects related to safety or accessibility for pedestrians, bicycling, or driving; emergency access; and delays to public transit, would not occur due to the fact that parking would be for Airport employees only, and any vehicles that could not be accommodated within the designated parking areas would drive to other nearby Airport parking facilities. Furthermore, the project site is accessible by other travel modes (e.g., BART, AirTrain, SamTrans) that could be used by employees as an alternative to driving and parking if parking availability was in question. As such, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the FEIR, and would not require new mitigation measures.

CUMULATIVE IMPACTS

The cumulative context for transportation and circulation effects is typically localized, in the immediate vicinity of the project site or at the neighborhood level. While the current context of cumulative projects has changed from that analyzed in the Master Plan FEIR (Table 2, p. 6), this revised cumulative context would not result in a change in the conclusions set forth in the FEIR regarding the potential for cumulative impacts. As noted above, the modified project would replace the current cargo/maintenance facilities and the size of the new cargo and related support facilities would be within the parameters of—and consistent with—the cargo facilities analyzed as part of the Master Plan FEIR. For this reason, the modified project would not cause an increase in travel demand as compared to the Master Plan FEIR, and therefore would not result in any new or increased severity of transportation impacts identified in the FEIR. As such, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact; therefore, no further analysis is necessary.

Noise

MASTER PLAN FEIR FINDINGS

Noise impacts of the Master Plan projects were analyzed on pp. 153 to 170 and pp. 331 to 352 of the Master Plan FEIR. Aircraft noise metrics are described on pp. 153 to 154 in Volume I and Appendix C, Noise, in Volume III of the FEIR.

The FEIR determined that pile driving, if needed during construction activities, would affect nearby residential areas located west of the Airport. The Master Plan FEIR concluded (p. 435) that construction-

[32] Building 626 would provide 52 vehicle parking spaces, Building 720 would provide 77 parking spaces, and Building 742 would provide 34 vehicle parking spaces.

[33] San Francisco Planning Department, Transportation Impact Analysis Guidelines: Appendix O Vehicular Parking, February 14, 2019, last updated in October 2019. *https://citypln-m-extnl.sfgov.org/SharedLinks.aspx?accesskey=390b966d723bebf03c21430a90536cbc2ee9439449e21c03af89661d254061a4&VaultGUID=A4A7DACD-B0DC-4322-BD29-F6F07103C6E0*, accessed March 31, 2021.

related pile-driving noise, while temporary, would be significant and would exceed the State Department of Health Services' Recommended Land Use Compatibility Guidelines for Community Noise.[34] However, temporary construction noise impacts associated with implementation of the Master Plan have been avoided or substantially lessened, to the maximum extent possible, through implementation of mitigation measures specified in the MMRP for the Master Plan FEIR. To the extent that construction noise mitigation measures specified in the MMRP might not avoid or substantially lessen the impacts of Master Plan projects, the Airport Commission made the finding that the environmental, economic, and social benefits of the Master Plan would override the remaining impacts related to construction noise, as stated fully in the Airport Commissions adoption of the Statement of Overriding Considerations.[35]

The FEIR analyzed future peak-hour operational noise from vehicles on U.S. 101 and local roads that serve the Airport and determined that the Master Plan projects would yield a net increase of two decibels higher than existing ambient noise levels on the roads. The FEIR concluded that 2 decibel noise level increase would not be perceptible to people, and thus would not exceed the applicable threshold of an increase of 5 dBA. Therefore, the FEIR determined that operational ground-level vehicle traffic would be less than significant.

MODIFIED PROJECT IMPACTS

CONSTRUCTION NOISE AND VIBRATION

Construction activities associated with the modified project that would have the potential to result in changes to the existing noise environment include building demolition, grading, excavating, compacting soil, construction truck and worker traffic, and other activities associated with construction of this type. Heavy construction equipment including drill rigs, compaction equipment, and dump trucks may cause temporary increases in vibration levels near the modified project site.

The nearest sensitive receptors to the project site are the Belle Air Elementary School at 450 Third Avenue in San Bruno (approximately 1,100 feet west of the modified project site and U.S. 101) and single-family residences at 7th Avenue in San Bruno (approximately 1,000 feet west of the project site and U.S. 101).

The duration of construction for the modified project would be conducted in phases over a period of 7 years; however, pile driving activities are not anticipated to be required for the modified project because the reinforced concrete piles would be predrilled, cast in place, and then capped. Other construction activities associated with the modified project, including demolition, grading, excavating, compacting soil, and comparable activities, would be similar to those described in the Master Plan FEIR. Heavy construction equipment, including excavators, construction cranes, and dump trucks, may cause temporary increases in vibration levels near the project site. Due to the types of land uses in the area immediately surrounding the modified project site and the approximately 1,000-foot distance to the nearest sensitive receptors (the single-family residences on 7th Avenue), construction noise would not have a substantial impact on or near the site or on any sensitive receptors. Implementation of the modified project would not result in any substantially greater impacts beyond those identified in the Master Plan FEIR.

Nevertheless, the modified project would implement the following Master Plan FEIR mitigation measures: **Mitigation Measure I.C.1.a**, **Noise Reduction Measures**; **Mitigation Measure I.C.1.b**, **Predrilling Holes**; and **Mitigation Measure I.C.1.d**, **Construction Barriers**, as well as the ASCM regarding noise reduction

[34] State of California Governor's Office of Planning and Research, *General Plan Guidelines*, Appendix D: Noise Element Guidelines.

[35] Airport Commission, SFO Master Plan, *Findings Related to the Approval of the SFIA Master Plan*, November 3, 1992, pp. 58 to 62.

strategies during construction (Division 01 57 00).[36] These measures require construction contractors to: muffle and shield construction vehicles and to use electric power rather than diesel-power, as feasible; predrill holes for foundation piles; and install barriers around the site and stationary equipment, and, if possible, to locate such equipment in pitted/excavated areas. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the FEIR, and would not require new mitigation measures.

Construction of the modified project would not require the use of pile drivers; therefore, construction-related vibration impacts caused by pile driving would not occur. Construction activities would include demolition, grading, and excavation, which would have the potential to generate low levels of groundborne vibration from vibratory rollers, hoe rams, large bulldozers, caisson drilling, loaded trucks and jackhammers. As such, any existing structures located within 25 feet of the project site could be exposed to the generation of excessive groundborne vibration or groundborne noise levels related to construction activities since equipment could exceed the criteria of 0.2 inches per second applicable to fragile and historic structures.

As shown in **Table 5**, construction vibration levels could reach as high as approximately 0.21 inch-per-second peak particle velocity[37] at 25 feet from the source, depending on the type of construction equipment in use. Construction activity that would occur closest to existing structures would be construction of Building 626, which would occur approximately 45 feet from Building 620, a telecommunications facility. These vibration levels would be below the building damage thresholds (0.5 peak particle velocity) for the nearest non-historic structures. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the FEIR, and would not require new mitigation measures.

Table 5 Vibration Source Levels for Construction Equipment

Equipment	Approximate Peak Particle Velocity (in/sec) 25 Feet
Vibratory Compactor	0.21
Caisson Drill and Hoe Ram	0.089
Loaded Trucks	0.076
Jackhammer	0.035

SOURCE: Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, September 2018.

TRAFFIC-GENERATED NOISE

As noted above under the "Modified Project Description," the modified project would not generate new employees, as tenants in the existing buildings that are proposed for demolition would be relocated to the new facilities; therefore, the modified project would not generate additional vehicle trips beyond what was analyzed in the FEIR. As such, there would be no incremental increase in traffic that could result in a measurable difference in traffic noise, and the modified project would not result in new significant impacts

[36] San Francisco International Airport. Airport Standard Construction Measures Implementation in Construction Contracts and Maintenance Projects, March 3, 2020.

[37] Peak particle velocity is the instantaneous maximum velocity reached by a vibrating element as it oscillates. This concept indicates the perceptibility and risk of damage to structures due to vibration. It is commonly measured in inches per second.

that were not previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the FEIR, and would not require new mitigation measures.

OPERATIONAL NOISE

Operational noise would be comparable to that identified in the Master Plan FEIR since the modified project includes the same types of cargo buildings analyzed in the FEIR. Twenty four-hour operation of the proposed 100 new cargo docks would generate noise from truck maneuvering and operation of transportation refrigeration units. However, as summarized in Table 1, p. 4, the modified project would be within the parameters of—and consistent with—the cargo facilities analyzed as part of the Master Plan FEIR. Given the 1,000-foot distance west of the airport and U.S. 101 to the nearest sensitive receptors, operational noise from the cargo docks also would be substantially reduced at these receptors. The modified project would have no effect on air travel and thus would not result in any changes in aircraft noise as compared to the analysis in the Master Plan FEIR.

Based on the above, the modified project would not result in any new significant noise impacts beyond those identified in the FEIR or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

CUMULATIVE IMPACTS

With the exception of the Shoreline Protection Program, the other cumulative projects identified in Table 2, p. 6, would include drilling and cast-in-place pile installation techniques that would avoid noise impacts associated with impact or vibratory pile driving and only result in noise from standard construction equipment such as from excavators, rollers, hoe rams, bulldozers, drill rigs, cranes, forklifts and jackhammers. Where pile driving or vibratory pile driving would occur as part of the Shoreline Protection Program, these areas are over 4,000 feet from the modified project site. At this distance, noise from impact pile driving would be reduced to 56 dBA, which is well below the existing noise level at the modified project site. The distance of these other cumulative projects from the proposed project and the nearest sensitive receptors would be sufficient to avoid cumulative construction noise impacts from standard construction equipment activities. With respect to cumulative vibration impacts, the distance between the modified project and cumulative projects would be sufficient to attenuate vibration contributions from these other projects to below the most stringent standard of 0.2 inches per second applicable to fragile and historic structures. Therefore, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact, and no further analysis is required.

Air Quality

MASTER PLAN FEIR FINDINGS

Air quality impacts of Master Plan projects are analyzed on pp. 171 to 177 and pp. 353 to 365 of the 1992 Master Plan FEIR. The Master Plan FEIR determined construction related air quality impacts would be less than significant and operations related air quality impacts would be significant and unavoidable with respect to hydrocarbons (HC), nitrogen oxides (NOx), carbon monoxide (CO), sulfur oxides (SOx), and coarse particulate matter (PM_{10}) emissions. Reactive organic gases (ROG) and fine particulate matter ($PM_{2.5}$) were not included as pollutants of concern at the time of the Master Plan FEIR as detailed in the Regulatory section below. The Master Plan FEIR did not analyze potential health risk or odor impacts associated with construction or operation of the Master Plan projects. The Master Plan FEIR combined all Master Plan

projects in its air quality analysis and did not disclose air quality impacts for individual projects or land use types. Therefore, the Master Plan FEIR includes emissions from aircraft and ground support vehicles as well as the construction and operation of cargo facilities.

The construction air quality impact analysis in the Master Plan FEIR qualitatively analyzed fugitive dust emissions and concluded that construction activities have the potential to cause ambient concentrations to exceed the State average of 50 micrograms per cubic meter ($\mu g/m^3$) during construction. With implementation of Mitigation Measure I.B.1.a, Construction Period Activities (includes implementation of construction period measures to reduce emissions of particulates and other pollutants), the Master Plan FEIR concluded impacts from construction emissions of PM_{10} would be reduced to less than significant. The Master Plan FEIR stated that hydrocarbons would be emitted from paving activities and other criteria pollutants would be emitted from construction vehicles and equipment. Impacts associated with these emissions were found to be less than significant because they were temporary and would only incrementally contribute to local and regional air quality.

Operational impacts were assessed for two operational years: 1992 and 2006. **Table 6** shows the operational emissions as disclosed in the Master Plan FEIR. As shown in the table, emissions of HC, NOx, CO, SOx and PM_{10} were expected to exceed applicable thresholds. The Master Plan FEIR found that with implementation of Mitigation Measures I.A.1.a, Fund and Implement a Transportation System Management; I.B.1.b, Manage Aircraft Operating Procedures; and l.B.1.c, Adopt the Transportation System Management Program,[38] operational emissions from the Master Plan would be reduced, but not to less-than-significant levels.

Table 6 Master Plan FEIR – Total Daily Operational Air Pollutant Emissions

	HC	NOx	CO	SOx	PM_{10}	ROG & $PM_{2.5}$[a]
	Pounds per Day					
1996	3,800	4,000	17,600	0	1,200	NA
2006	11,000	8,400	48,600	200	3,400	NA
Threshold	*150*	*150*	*550*	*150*	*150*	*NA*
Exceed Threshold	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	NA

SOURCE: Master Plan FEIR Table 61, p. 364.

NOTE:

[a] ROG and $PM_{2.5}$ were not considered during preparation of the 1992 Master Plan FEIR.

REGULATORY CONTEXT

The Bay Area Air Quality Management District is the regional air quality management agency with jurisdiction over the nine-county San Francisco Bay Area Air Basin (SFBAAB), which includes San Francisco, Alameda, Contra Costa, Marin, San Mateo, Santa Clara, and Napa Counties, as well as portions of Sonoma and Solano Counties. The BAAQMD is responsible for ensuring that air quality in the SFBAAB attains and maintains federal and state ambient air quality standards, as established by the federal Clean Air Act (CAA) and the California Clean Air Act (CCAA), respectively. State and federal ambient air quality standards have

[38] Exhibit B to Findings, Mitigation Monitoring Program. San Francisco International Airport Master Plan Mitigation Measures.

been established for the following six criteria air pollutants: ozone, CO, particulate matter (PM), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), and lead.

The Master Plan FEIR did not consider ROG or $PM_{2.5}$ as pollutants of concern. At the time of the Master Plan FEIR, hydrocarbons were analyzed instead of ROG and the United States Environmental Protection Agency had yet to consider $PM_{2.5}$ separate from PM_{10}.[39] Since that time, both have been added as pollutants of concern. As noted above, the Master Plan FEIR did not discuss potential health risk or odor impacts related to construction or operational activities of the Master Plan; however, both health risk and odor impacts are discussed qualitatively in the analysis herein consistent with the CEQA Guidelines.

The 2017 Bay Area Clean Air Plan is the applicable planning document of the air district. The 2017 Clean Air Plan, among other aspects, limits fossil fuel combustion, promotes clean fuels, accelerates low carbon buildings, advances electric vehicles, and promotes making buildings cleaner and more efficient. The modified project would be required to comply with the 2017 Clean Air Plan. Consistency with the 2017 Clean Air Plan is discussed in detail in the "Consistency with the 2017 Clean Air Plan" section below.

APPROACH TO ANALYSIS

The Master Plan FEIR did not separate emissions by land use or for individual Master Plan projects. Therefore, to provide a basis for comparison to the emissions that would be generated during construction of the modified project, this analysis quantifies emissions associated with construction of the Master Plan cargo facilities and emissions associated with construction of the modified project.

Construction of the modified project would begin in the year 2022 and would be completed by 2029. Since the Master Plan FEIR does not provide a specific construction schedule but only a range from 1990 through 2006, construction of the Master Plan cargo facilities is assumed to span approximately the same number of years, beginning in 1992 when the Master Plan FEIR was adopted. As such, this analysis uses historic emission rates for off-road and on-road sources for the purpose of quantifying emissions associated with construction of the Master Plan facilities. Emissions resulting from construction of the modified project are based on emission factors for off-road and on-road vehicles associated with aforementioned construction years of 2022 through 2029. Construction emissions from the Master Plan cargo facilities and the modified project resulting from off-road construction sources were modeled using California Emissions Estimator Model (CalEEMod) version 2016.3.2. Construction emissions resulting from on-road vehicle trips were modeled outside of CalEEMod using EMFAC2017 emission factors. An adjustment factor was applied to the EMFAC2017 emission factors account for the Safer Affordable Fuel-Efficient Vehicles Rule Part One (SAFE rule).[40]

Operational emissions were not analyzed for either the Master Plan cargo facilities or the modified project since the modified project would be within the development envelope analyzed in the Master Plan FEIR. Therefore, air quality emissions from operation of the modified project would not result in a new significant effect or a substantial increase in the severity of air quality effects compared to the FEIR. For this reason, operational air quality emissions are not analyzed further.

[39] Although hydrocarbons (HC) and reactive organic gases (ROG) are not directly interchangeable, their inclusion as pollutants of concern has always been for the sake of their role in ozone formation. Due to changes in regulation over time, ROG emissions are assessed in place of HC emissions for the purposes of this analysis.

[40] U.S. Environmental Protection Agency (EPA) and National Highway Traffic Safety Administration (NHTSA), September 27, 2019, "Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule Part One: One National Program," (84 Federal Register 51,310).

With respect to criteria pollutants, although hydrocarbons were analyzed in the FEIR, they are no longer considered a pollutant of concern and therefore were not analyzed as part of the modified project air quality analysis. Conversely, although ROG and $PM_{2.5}$ were not analyzed in the FEIR, they are currently considered pollutants of concern and are thus analyzed herein.[41]

As discussed above, California Air Resources Board (CARB) has implemented a number of regulations throughout the years to reduce pollutant emissions from mobile sources. These regulations govern the emissions standards, and therefore the emission factors that were used to estimate mobile source emissions for both the Master Plan and the modified project. The regulations have reduced emissions significantly since the early 1990s to the present. EMFAC2017 was used to model mobile emissions which takes into account the emission factors for vehicles based on their model year and the year of operation.[42] In general, emission factors decrease between 1992 and 2029 (final construction year for the modified project) due to the regulations put in place by CARB, which result in increased efficiency and reduced pollutant emissions for newer model year vehicles.[43]

MODIFIED PROJECT IMPACTS

CONSTRUCTION

CRITERIA AIR POLLUTANTS AND FUGITIVE DUST

Construction equipment is a major source of pollution within the state. CARB has implemented regulations to reduce emissions from off-road construction equipment such as those that would be used for the modified project. In 2014, CARB implemented the Regulation for In-use Off-Road Diesel-Fueled Fleets (Off-Road Regulation) to ensure that older, less efficient equipment fleets are replaced with newer, cleaner fleets. In addition to idling being limited to 5 minutes or less in any one location, CARB regulations require that by January 2019 all fleets must meet average emissions targets or implement best available control technologies to reduce fleet emissions. Construction duration is assumed to be approximately the same for both the Master Plan cargo facilities and the modified project. However, given the implementation of the Off-Road Regulation, emissions resulting from the construction fleet for the modified project would be less than the construction fleet emissions resulting from the cargo facilities analyzed in the Master Plan FEIR. Additionally, compliance with the ASCM regarding dust control during construction (Division 01 57 00), would reduce the modified project's impact regarding fugitive dust emissions to less than significant, as discussed in further detail below. **Table 7** shows the construction emissions estimated for the modified project compared to the construction emissions estimated for the Master Plan cargo facilities. As shown in Table 7, the modified project would have less daily construction emissions than the cargo facilities component analyzed in the Master Plan FEIR. Therefore, construction of the modified project would not result in any new significant noise impacts beyond those identified in the Master Plan FEIR or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

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[41] Reactive Organic Gas (ROG) includes any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, and other low-reactive organic compounds such as methane and ethane. Hydrocarbons are organic chemical compounds composed entirely of hydrogen and carbon, such as methane and ethane compounds. ROG includes HC compounds, except for a few exempt HC compounds due to their low reactivity, such as methane and ethane, which are expected to have low ozone formation impacts in the near-term.

[42] Since EMFAC2017 (CARB's emissions model for mobile sources) does not provide emission rates for years prior to 2000, on-road construction emissions were modeled using the 2000 model year emission rates instead of the actual construction years (1992 through 1999).

[43] Environmental Science Associates, *SFO West Field Cargo Redevelopment: Air Quality Supporting Information*, May 17, 2021.

With implementation of the ASCM regarding dust control during construction, the modified project would not result in any new dust-related air quality impacts beyond those identified in the Master Plan FEIR or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

Table 7 Regional Construction Emissions (Unmitigated) (lbs/day)

	ROG	NOx	CO	SOx	PM_{10}[a]	$PM_{2.5}$[a]
MAXIMUM DAILY – MASTER PLAN CARGO FACILITIES						
1992	50	433	333	17	26	26
1993	56	376	150	20	29	29
1994	56	376	150	20	29	29
1995	56	376	150	20	29	29
1996	56	376	150	20	29	29
1997	56	376	150	20	29	29
1998	56	376	150	20	29	29
1999	75	391	160	21	31	31
Maximum Daily	*75*	*433*	*333*	*21*	*31*	*31*
MAXIMUM DAILY – MODIFIED PROJECT						
2022	16	167	110	1	5	4
2023	30	151	138	<1	7	6
2024	44	284	236	1	9	8
2025	21	178	163	1	6	5
2026	27	59	65	<1	3	2
2027	24	139	130	<1	4	4
2028	13	78	81	<1	3	3
2029	25	155	138	<1	5	4
Maximum Daily	*44*	*284*	*236*	*1*	*9*	*8*
Difference	**(30)**	**(149)**	**(97)**	**(20)**	**(22)**	**(22)**

SOURCE: ESA 2020.

NOTES:

Emission quantities are rounded to "whole number" values. Therefore, the "total" values presented herein may be one unit more or less than actual values. Exact values (i.e., non-rounded) are provided in the CalEEMod model printout sheets and/or calculation worksheets that are presented in Environmental Science Associates, *SFO West Field Cargo Redevelopment: Air Quality Supporting Information*, May 17, 2021.

[a] PM_{10} and $PM_{2.5}$ emission estimates are based on compliance with BAAQMD methodology and only addresses exhaust emissions. Fugitive emissions are discussed qualitatively.

HEALTH RISKS AND HAZARDS

With respect to construction health risks, heavy equipment, including construction equipment, generates emissions of toxic air contaminants (TACs) such as diesel particulate matter, which has been identified as a carcinogen by the California Office of Environmental Health Hazard Assessment. The air district recommends that a health risk assessment be conducted when sources of TACs are within 1,000 feet of sensitive receptors. However, given that there no residences, schools, childcare center, or other such sensitive land uses within 1,000 feet of the modified project site (the closes sensitive receptor is Belle Air Elementary School located approximately 1,100 feet west of the modified project site and U.S. 101), a quantitative construction health risk analysis is not warranted and the modified project would not result in health risk impacts on any sensitive receptors. Therefore, the modified project would not result in a new significant air quality impact related to construction or a substantial increase in the severity of air quality impacts identified in the Master Plan FEIR, and no new mitigation measures would be required.

CARBON MONOXIDE HOTSPOTS

The Master Plan FEIR states that by 2006, the CO standard would only be violated at one intersection and at three intersections under the 1992 traffic conditions. As discussed under “Approach to Analysis” above, the modified project’s operational emissions would be less than emissions in the Master Plan FEIR, including emissions of CO. Since preparation of the FEIR, the state has experienced an overall decrease in CO emissions from vehicles, which has reduced CO hotspot impacts substantially throughout the state. Therefore, because the modified project would be built more than a decade after it was originally planned to be constructed, the modified project would not result in a new significant impact related to emissions from CO or a substantial increase in the severity of impacts as compared to those in the Master Plan FEIR.

CONSISTENCY WITH THE 2017 CLEAN AIR PLAN

Through implementation of Mitigation Measure 1.B.1.a, Construction Period Activities the FEIR demonstrated that Master Plan projects would be consistent with the Bay Area 1991 Clean Air Plan. With implementation of ASCM Division 01 57 00 regarding dust control during construction, the modified project would be consistent with the control measures listed in the 2017 Clean Air Plan, the region’s current air quality plan. Additionally, the modified project would not disrupt, delay, or otherwise hinder implementation of the 2017 Clean Air Plan. Control strategies in the 2017 Clean Air Plan that are applicable to the modified project include reducing motor vehicles by promoting alternative travel, accelerating widespread adoption of electric vehicles, and promoting energy and water efficiencies in both new and existing buildings. The modified project would comply with these strategies by encouraging alternative transportation through the implementation of programs such as a vehicle sharing program, as well as installation of designated bike lane and storage racks throughout the Airport. Finally, the modified project would be consistent with the 2019 Title 24 building standards, which require reductions to building energy and water consumption associated with cargo building land uses. Therefore, the modified project would be consistent with the 2017 Clean Air Plan.

ODORS

The Master Plan FEIR did not analyze potential odor impacts associated with the Master Plan projects.

Typical odor sources of concern include wastewater treatment plants, sanitary landfills, transfer stations, composting facilities, petroleum refineries, asphalt batch plants, chemical manufacturing facilities, fiberglass manufacturing facilities, auto body shops, rendering plants, and coffee roasting facilities. During construction, diesel exhaust from construction equipment would generate some odors. However,

construction-related odors would be temporary and would not persist after construction is complete. During operations, the modified project's offices, warehouses and parking uses would not generate substantial odors of concern.

Given that the modified project is consistent with the land uses analyzed in the Master Plan FEIR, the modified project would not result in any new significant air quality or odor impacts or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

CUMULATIVE IMPACTS

Regional air pollution is by its very nature a cumulative impact. Emissions from cumulative projects contribute to the region's adverse air quality on a cumulative basis. No single project by itself would be sufficient in size to result in regional nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulative adverse air quality impacts.[44]

The modified project would not exceed the Master Plan FEIR's construction or operational emissions of criteria air pollutants or air pollutant emissions; therefore, the modified project would not result in any significant cumulative impacts that were not previously identified in the FEIR.

The modified project would add new sources of TACs (e.g., construction emissions). However, given that there are no residences, schools, child care centers, or other such sensitive land uses within 1,000 feet of the modified project site, the modified project would not contribute to a significant cumulative impact related to health risks that was not previously identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact; therefore, no further analysis is necessary.

Greenhouse Gas Emissions

MASTER PLAN FEIR FINDINGS

Climate change and greenhouse gas (GHG) impacts of Master Plan projects were not addressed in the 1992 FEIR, as this topic was not mandated for inclusion under CEQA until 2007.

MODIFIED PROJECT IMPACTS

GHG emissions and global climate change represent cumulative impacts. GHG emissions cumulatively contribute to the significant adverse environmental impacts of global climate change. No single project could generate enough GHG emissions to noticeably change the global average temperature; instead, the combination of GHG emissions from future projects have contributed and will continue to contribute to global climate change and its associated environmental impacts.

The air district has prepared guidelines and methodologies for analyzing GHGs. These guidelines are consistent with CEQA Guidelines sections 15064.4 and 15183.5, which address the analysis and determination of significant impacts from a proposed project's GHG emissions. CEQA Guidelines section 15064.4 allows lead agencies to rely on a qualitative analysis to describe GHG emissions resulting from a project. CEQA Guidelines section 15183.5 allows for public agencies to analyze and mitigate GHG

[44] Bay Area Air Quality Management District, *CEQA Air Quality Guidelines*, May 2017, page 2-1.

emissions as part of a larger plan for the reduction of GHGs and describes the required contents of such a plan. Accordingly, San Francisco has prepared Strategies to Address Greenhouse Gas Emissions,[45] which present a comprehensive assessment of policies, programs, and ordinances that collectively represent San Francisco's qualified GHG reduction strategy in compliance with the CEQA Guidelines. These GHG reduction actions have resulted in a 35 percent reduction in GHG emissions in 2015 compared to 1990 levels,[46] exceeding the year 2020 reduction goals outlined in the air district's 2018 Clean Air Plan, Executive Order (EO) S-3-05, and Assembly Bill (AB) 32 (also known as the Global Warming Solutions Act).[47]

Given that the City has met the state and region's 2020 GHG reduction targets and San Francisco's GHG reduction goals are consistent with, or more aggressive than, the long-term goals established under EO S-3-05,[48] EO B-30-15,[49,50] and Senate Bill (SB) 32[51,52] the City's GHG reduction goals are consistent with EO S-3-05, EO B-30-15, AB 32, SB 32, and the 2017 Clean Air Plan. Therefore, proposed projects that are consistent with the City's GHG reduction strategy would be consistent with the aforementioned GHG reduction goals, would not conflict with these plans or result in significant GHG emissions, and would therefore not exceed San Francisco's applicable GHG threshold of significance.

The following analysis of the modified project's impact on climate change focuses on the project's contribution to cumulatively significant GHG emissions. Because no individual project could emit GHGs at a level that could result in a significant impact on the global climate, this analysis is in a cumulative context, and this section does not include an individual project-specific impact statement.

CONSISTENCY WITH ADOPTED PLANS AND POLICIES

SFO first developed a Departmental Climate Action Plan in 2008 as a blueprint for meeting the objectives of the City's San Francisco's qualified GHG reduction strategy in compliance with the CEQA Guidelines (Ordinance 81-08). Consistent with the City's objectives, the Airport established actions that would help the city reduce its GHG emissions 25 percent below 1990 emissions by 2017, 40 percent below 1990 emissions by 2025, and 80 percent below 1990 emissions by 2050. In 2016, the Airport developed a 5-Year Strategic Plan,

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[45] San Francisco Planning Department, 2017 Greenhouse Gas Reduction Strategy Update, July 2017, *https://sfplanning.org/project/greenhouse-gas-reduction-strategies*, accessed November 2020.

[46] San Francisco Department of the Environment, San Francisco's Carbon Footprint, *https://sfenvironment.org/carbon-footprint*, accessed July 19, 2017.

[47] EO S-3-05, AB 32, and the air district's 2017 Clean Air Plan (continuing the trajectory set in the 2010 Clean Air Plan) set a target of reducing GHG emissions to below 1990 levels by year 2020.

[48] Office of the Governor, EO S-3-05, June 1, 2005, *http://static1.squarespace.com/static/ 549885d4e4b0ba0bff5dc695/t/54d7f1e0e4b0f0798cee3010/1423438304744/California+Executive+Order+S-3-05+(June+2005).pdf*. EO S-3-05 sets forth a series of target dates by which statewide emissions of GHGs need to be progressively reduced, as follows: by 2010, reduce GHG emissions to 2000 levels (approximately 457 million metric tons of carbon dioxide equivalents [$MTCO_2e$]); by 2020, reduce emissions to 1990 levels (approximately 427 million $MTCO_2e$); and by 2050 reduce emissions to 80 percent below 1990 levels (approximately 85 million $MTCO_2e$). Because of the differential heat absorption potential of various GHGs, GHG emissions are frequently measured in "carbon dioxide-equivalents," which present a weighted average based on each gas's heat absorption (or "global warming") potential.

[49] Office of the Governor, Executive Order B-30-15, April 29, 2015, *https://www.gov.ca.gov/news.php?id=18938*, accessed March 3, 2016. Executive Order B-30-15, issued on April 29, 2015, sets forth a target of reducing GHG emissions to 40 percent below 1990 levels by 2030 (estimated at 2.9 million $MTCO_2e$).

[50] San Francisco's GHG reduction goals are codified in section 902 of the Environment Code and include: (i) by 2008, determine City GHG emissions for year 1990; (ii) by 2017, reduce GHG emissions by 25 percent below 1990 levels; (iii) by 2025, reduce GHG emissions by 40 percent below 1990 levels; and by 2050, reduce GHG emissions by 80 percent below 1990 levels.

[51] SB 32 amends California Health and Safety Code Division 25.5 (also known as the California Global Warming Solutions Act of 2006) by adding section 38566, which directs that statewide greenhouse gas emissions to be reduced by 40 percent below 1990 levels by 2030.

[52] SB 32 was paired with AB 197, which would modify the structure of the California State Air Resources Board; institute requirements for the disclosure of greenhouse gas emissions criteria pollutants, and toxic air contaminants; and establish requirements for the review and adoption of rules, regulations, and measures for the reduction of GHG emissions.

which established the following five sustainability goals for the years 2017–2021: achieve net zero energy at SFO; achieve zero waste; achieve carbon neutrality and reduce GHG emissions by 50 percent (from the 1990 baseline); implement a healthy buildings strategy for new and existing infrastructure; and maximize water conservation to achieve 15 percent reduction per passenger per year (from the 2013 baseline).[53]

Through the SFO Climate Action Plan: Fiscal Year 2019, the Airport Commission has supported the City's climate change initiatives (specifically Ordinance No. 81-08).[54] In fiscal year 2019, the Airport achieved a GHG emission reduction of 41 percent below its 1990 baseline emissions, while achieving an 89 percent increase in passengers over the same time frame, exceeding reductions required under the ordinance.[55]

To meet these goals, SFO has implemented, is currently implementing, or is evaluating future plans to implement a number of GHG emission offset measures and strategies, such as:

- Activation of three all-electric buildings, including the Ground Transportation Unit, Administrative facility Building 674, and the Airfield Operations Facility;
- Certification of the all-electric Airfield Operations Facility as the first Zero Net Energy airport building in the world. The building has 72 kilowatts (kW) of solar panels;
- Deployment of Sustainable Aviation Fuel (SAF) and signing on a voluntary Memorandum of Understanding with ten partner airlines and fuel producers for delivering an Infrastructure, Logistics, Supply Chain, and Financing Study to identify key strategies to increase SAF volumes at the Airport;
- Aiming to deploy nearly 2,000 electric vehicle chargers before 2023 to electrify roughly 10 percent of the Airport's parking stalls;
- Recommending that all new tenant terminal build out be all-electric, phasing out natural gas use;
- Implementing a zero-waste strategy, eliminating plastic foodware and single-use plastic water bottles;
- Switching electricity source to Hetch Hetchy Reservoir, a 100 percent decarbonized electricity supply;
- Replacement of all conventional diesel with renewable diesel in backup generators;
- Provision of charging infrastructure for electric GSE used by tenants to service aircraft;
- Installation of preconditioned air supply and 400-Hertz power supply equipment at all terminal gates;
- Providing partial funding for Bay Area Rapid Transit (BART) extension to SFO and payment of BART surcharge for Airport employees to encourage public transit use;
- Construction of the electric AirTrain system, which has eliminated the need for the use of shuttle buses by all on-Airport rental car agencies;
- Implementation of energy efficiency measures at Airport and tenant facilities, including replacement light fixtures in terminals and roadways to light-emitting diode (LED), replacement of all boilers, and upgrade of heating, ventilation, and air conditioning (HVAC) systems to new technologies;

[53] San Francisco Airport Commission. San Francisco International Airport: Five-Year Strategic Plan 2017 – 2021, https://www.flysfo.com/sites/default/files/assets/pdfs/reports/Strategic-Plan-2017-2021.pdf, accessed January 25, 2020.

[54] San Francisco Airport Commission. Climate Action Plan: Fiscal Year 2019, https://www.flysfo.com/sites/default/files/ media/sfo/community-environment/SFO_Climate_Action_Plan_FY19_Final.pdf, accessed October 14, 2020.

[55] Ibid.

- Implementation of various information technology measures, including automated shutdown of computers after 7 p.m., installation of thin client computers to replace desktop computers, and replacement and consolidation of servers at a "green" data center;
- Activating work to complete its Harvey Milk Terminal 1 photovoltaic system; once fully installed, the Airport will have a 4.23-megawatt photovoltaic system in place distributed across multiple buildings including the Harvey Milk Terminal 1 (Terminal 1 Center and Boarding Area B), Terminal 3, Long Term Parking Garage 2, Fire House #3, and the Ground Transportation Unit);
- Conversion of all SFO shuttle buses to an all-electric fleet;
- Conversion of all diesel powered vehicles and equipment to renewable diesel;
- Conversion of all light-duty passenger vehicles with zero-emission all-electric or plug-in hybrid vehicles by 2023;
- Meeting LEED Gold certification for renovation of Terminal 2 and anticipating a LEED Gold certification for renovation of Terminal 1 by implementing energy and resource conservation measures and securing LEED Gold certification for all new construction and major renovation projects;
- Replacing refrigerant gases with those with lower Global Warming Potential;
- Participation in The Good Traveler, a program for passengers to voluntarily offset the GHG emissions from travel through purchase of carbon offsets;[56]
- Creation of SFO's Green Business Program, offering no cost support to Airport tenants in areas of energy and water conservation waste reduction; pollution prevention; and cost reduction;
- Certification under Airport Carbon Accreditation as a Level 3 (Optimization) airport which requires assessing the carbon footprint for Scope 1, 2, and 3 emissions, establishment of a GHG reduction goal and demonstrated reductions, and engagement of third parties (Scope 3) to reduce emissions; and
- Enhancement of water conservation practices in new and existing buildings.

While these are goals, the modified project would be required to comply with the Chapter 7 of the San Francisco Environment Code and Title 24 of the California Building Standards Code, and to achieve LEED Gold certification.

Based on the Airport's efforts to reduce GHG emissions from Airport activities since 2008, the modified project would result in substantially lower GHG emissions as compared to the cargo facilities envisioned in the Master Plan. In addition, consistent with planning department procedures for GHG analysis for municipal projects, a *Compliance Checklist Table for Greenhouse Gas Analysis for Municipal Projects* checklist was completed for the modified project which determined that the modified project would be consistent with San Francisco's GHG reduction strategy.[57] Therefore, the modified project's GHG emissions would not conflict with state, regional, or local GHG reduction plans and regulations. As a result, the modified project would not result in any new significant impacts or substantially increase the severity of a significant impact, and no mitigation measures would be required.

[56] The Good Traveler, *https://thegoodtraveler.org/*, accessed March 26, 2021.

[57] San Francisco Planning Department, *Compliance Checklist Table for Greenhouse Gas Analysis, SFO West Field Cargo Redevelopment*, May 7, 2021.

Other Environmental Topics

The topics discussed below are analyzed in less detail than the topics above because the topics above were either not included in the Master Plan FEIR, or the topics below were determined to have less-than-significant impacts (some with mitigation) in the Master Plan FEIR. As described below, the modified project would not result in any new significant impacts or impacts greater than those disclosed in the Master Plan FEIR and no new mitigation measures would be required for these topics.

LAND USE AND PLANNING

The Master Plan FEIR determined that land use and planning impacts associated with implementation of the Master Plan would be less than significant (FEIR pp. 78 to 124 and pp. 250 to 264). The modified project would not alter the array of land uses at the Airport as compared to those analyzed in the Master Plan FEIR, nor would it physically divide an established community. Moreover, to the extent the modified project would conflict with adopted plans and policies outside of Airport property, under the doctrine of intergovernmental immunity in California, when the City, through its Airport Commission, proposes construction on its property located outside of San Francisco and within another jurisdiction, the Airport Commission as a city department of San Francisco, is not subject to that jurisdiction's building or zoning laws and ordinances.[58] Therefore, the modified project would not result in any new or substantially more severe impacts than those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on land use; therefore, no further analysis is necessary.

AESTHETICS

Aesthetics impacts were determined to be less than significant in the Master Plan Initial Study (FEIR Volume III, p. A.6). The Master Plan Initial Study determined that the Master Plan would not generate adverse aesthetic or visual impacts because the Airport is separated from nearby residential uses by U.S. 101, the West of Bayshore property, and the Caltrans right-of-way. The modified project would be developed in the location of existing buildings and surface parking lots. The project site is adjacent to cargo and administration buildings within the existing Airport, which does not contain any natural features that contribute to a scenic public setting. Given that multiple at-grade and elevated freeway and freeway ramp lanes, as well as the elevated AirTrain tracks to the west, are located between the project site and the nearest residential, open space, and commercial neighborhoods, the modified project would not substantially obscure scenic views and vistas, nor would it substantially degrade the visual character or quality of the Airport. New lighting would not be excessive in the context of the existing lighting generated by existing terminal buildings, runways, airplanes, and approach roads, as well as U.S. 101 and other uses in the urbanized area surrounding the Airport. The distance between the modified project site and the closest residential areas (approximately 1,000 feet to the west and across U.S. 101) combined with the intervening highway would act to dissipate obtrusive light or glare. Therefore, the modified project would not result in any new or substantially more severe aesthetics impacts than those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative aesthetics impact; therefore, no further analysis is necessary.

[58] California Government Code sections 53090–53091.

POPULATION AND HOUSING

The Master Plan FEIR determined that population and housing impacts associated with implementation of the Master Plan would be less than significant (pp. 228 to 231 and pp. 394 to 399 of the FEIR). The Master Plan FEIR determined that there would be adequate housing in San Francisco and San Mateo counties to accommodate permanent and temporary construction employees. Given that the modified project would relocate tenants in the existing cargo buildings into the new facilities, and that the proposed cargo square footage is within the cargo development analyzed in the Master Plan FEIR, the modified project would not result in an increase in employment beyond that analyzed in the FEIR. Also, there would be no increase in the number of passengers or aircraft operations at the Airport as a result of the modified project. Substantial population growth would not occur as a result of construction of the modified project because of the large existing construction labor pool present in the San Francisco Bay Area. Therefore, the modified project would not result in any new or substantially greater impacts to population and housing beyond those identified in the FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on population and housing; therefore, no further analysis is necessary.

WIND AND SHADOW

Wind and shadow impacts, which were categorized as "Air Quality/Climate" impacts at the time, were determined to be less than significant in the Master Plan FEIR. Wind and shadow impacts were not analyzed in greater detail in the FEIR because it was determined through the Initial Study analysis that the Master Plan would not have any potential for significant wind or shadow impacts on public areas (FEIR Volume III, pp. A.8 and A.9).

Winds at the Airport blow predominantly from the west and west-northwest. These directions also result in the most frequent strong winds. However, some of the strongest winds blow from the southeast during winter storms, although these winds are substantially less frequent than the prevailing westerly and north-northwesterly winds. Buildings less than 80 feet in height, such as the modified project (33 to 72 feet), generally do not redirect substantial winds to ground level. In addition, wind speeds at outdoor areas and sidewalks along West Field Road adjacent to the project site are already generally reduced by the existing Airport buildings. Redirected winds would not affect an existing park or other public recreational area due to the distance between the modified project site and nearby recreational areas and intervening infrastructure and topography.

The modified project would include buildings from 33 to 72 feet tall and would generate new shadows westward in the early morning hours, year-round. Shadow would be cast on roadways and sidewalks in the vicinity of the modified project site, but this additional shadow would not substantially affect the use or function of these areas, as none of these spaces is designated or identified for recreational use or as public open space. Therefore, the modified project would not result in any new or substantially greater wind and shadow impacts beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on wind and shadow; therefore, no further analysis is necessary.

UTILITIES AND SERVICE SYSTEMS

The Master Plan FEIR determined that impacts related to utilities and service systems associated with implementation of the Master Plan would be less than significant (refer to the setting on pp. 232 to 236, and impacts on pp. 400 to 404, of the FEIR). The Master Plan FEIR determined that adequate Airport

infrastructure existed to accommodate forecast growth demand for utility demand, including water and wastewater systems (sanitary and industrial), and utility providers would be able to supply the forecast demand. In 2010, SFO consumed 459 million gallons of water (or about 1.25 million gallons per day [mgd]), which is about 43 percent less than projected in the Master Plan FEIR.

The San Francisco Public Utilities Commission's (SFPUC) 2015 Urban Water Management Plan[59] considers SFO a "retail customer" and estimates that current and projected water supplies will be sufficient to meet future retail demand[60] through 2035 under normal year, single dry-year and multiple dry-year conditions; however, if a multiple dry-year event occurs, the SFPUC would implement water use and supply reductions through its drought response plan and a corresponding retail water shortage allocation plan. In December 2018, the State Water Resources Control Board adopted amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, which establishes water quality objectives to maintain the health of our rivers and the Bay-Delta ecosystem (the Bay-Delta Plan Amendment).[61] The state water board has stated that it intends to implement the Bay-Delta Plan Amendment by the year 2022, assuming all required approvals are obtained by that time. Implementation of the Bay Delta Plan Amendment would result in a substantial reduction in the SFPUC's water supplies from the Tuolumne River watershed during dry years, requiring rationing to a greater degree in San Francisco than previously anticipated to address supply shortages not accounted for in the 2015 Urban Water Management Plan. The modified project does not meet the definition of a "water demand" project, as defined in CEQA Guidelines section 15155. Based on guidance from the California Department of Water Resources and a citywide demand analysis, the SFPUC has established 50,000 gallons per day as an equivalent project demand for projects that do not meet the definitions provided in CEQA Guidelines section 15155(a)(1). The modified project is not anticipated to demand more than 50,000 gallons of water per day; therefore, it does not meet the definition of a water demand project. As such, the modified project would not result in any new significant impacts or substantially increase the severity of a significant impact, and no mitigation measures would be required. In addition, the modified project would not make a considerable contribution to a cumulative environmental impact caused by implementation of the Bay-Delta Plan Amendment.

The Mel Leong Treatment Plant (MLTP) has a dry weather capacity of 3.3 mgd for the sanitary plant, and the industrial plant has dry weather capacity of 1.2 mgd and a wet weather capacity of 1.7 mgd. The current average flows for the two sub-plants are approximately 0.8 mgd and 0.65 mgd, respectively; therefore, the MLTP has adequate capacity to serve the modified project, which generally comprises a consolidation and replacement of existing uses and would not substantially increase wastewater generation. The modified project would not substantially change overall Airport drainage patterns. The contractor would be required to comply with federal, state, and local requirements and guidelines to meet water quality objectives for stormwater discharge, including the Construction General Permit, the RWQCB Basin Plan, and the SFO SWPPP. Also, the Airport complies with the City's Construction and Demolition Ordinance, which sets a goal of diverting 75 percent of construction and demolition debris from landfill for each project. As such, construction debris and operational solid waste demand from the modified project would be adequately served by the Altamont Landfill, and SFO would continue to comply with solid waste statutes and regulations for its

[59] San Francisco Public Utilities Commission, 2015 Urban Water Management Plan, April 2016, *https://www.sfwater.org/Modules/ShowDocument.aspx?documentID=8839*, accessed on March 21, 2019.

[60] "Retail" demand represents water the SFPUC provides to individual customers within San Francisco. "Wholesale" demand represents water the SFPUC provides to other water agencies supplying other jurisdictions.

[61] State Water Resources Control Board Resolution No.2018-0059, Adoption of Amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary and Final Substitute Environmental Document, December 12, 2018, *https://www.waterboards.ca.gov/plans_policies/docs/2018wqcp.pdf*, accessed May 10, 2021.

ongoing operations. Therefore, the modified project would not result in any new or substantially greater impacts to utilities and service systems beyond those identified in the FEIR. In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact on utilities and service systems; therefore, no further analysis is necessary.

PUBLIC SERVICES AND RECREATION

Public Services (including Recreation) setting and impacts of the Master Plan were analyzed on pp. 237 to 241 and pp. 405 to 406, of the FEIR. The FEIR determined that the Airport bureaus of the San Francisco Fire Department (SFFD) and the San Francisco Police Department (SFPD) would need to increase staffing levels to maintain emergency response times due to the increases in passenger forecast and the proposed construction projects under the Master Plan. All new fire and police stations and staffing levels proposed as part of the Master Plan and evaluated in the FEIR have been completed and are currently staffed to meet local, state, and federal guidelines with respect to required response times for emergencies. While the FEIR concluded that build out of the Master Plan projects would increase the need for police and fire services because of the forecast increase in passenger activity, SFPD and SFFD stations and staffing has since been increased. Further, the modified project would not include an increase in employees beyond that analyzed in the FEIR. Thus, the increased demand for fire and police protection resulting from the modified project would not exceed that anticipated in the FEIR. Regarding recreation, the modified project would not include dwelling units or residents who would increase the use of neighborhood parks or playgrounds, the nearest of which is Lions Park, 1,200 feet northwest of U.S. 101 and the modified project site in the City of San Bruno. Therefore, the modified project would not result in any new or substantially greater impacts to public services (including recreation) beyond those identified in the FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on public services; therefore, no further analysis is necessary.

BIOLOGICAL RESOURCES

The Master Plan FEIR, as part of the Initial Study (FEIR Volume III, pp. A.9 and A.10), determined the Master Plan would not significantly affect biological resources at the nearby West of Bayshore property because this area was excluded from development of Master Plan projects (Master Plan FEIR, Volume III, p. A.9). Construction and operation of the modified project would not interfere with vegetative cover and habitat areas or affect resident or migratory species or rare, threatened, or endangered species because the site is already paved and developed with Airport-related uses. Therefore, the modified project would not result in any new or substantially greater impacts to biological resources beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on biological resources; therefore, no further analysis is necessary.

GEOLOGY AND SEISMICITY, HYDROLOGY AND WATER QUALITY, AND HAZARDS AND HAZARDOUS MATERIALS

The three topics of Geology and Seismicity (FEIR pp. 192 to 200 and pp. 374 to 380), Hydrology and Water Quality (FEIR pp. 233 to 235 and p. 403), and Hazards and Hazardous Materials (FEIR pp. 201 to 227 and pp. 381 to 393) were addressed in the Master Plan FEIR. All impacts were determined to be less than significant, in some cases with implementation of applicable mitigation measures. Given that the modified project would be constructed in the same general location as the cargo facilities analyzed in the Master Plan FEIR, the modified project would not result in new or substantially more-severe impacts than reported in the FEIR with respect to geology and seismicity, hydrology and water quality, and hazards and hazardous

materials. Compliance with existing regulations and implementation of the following ASCMs would supersede mitigation measures in the Master Plan FEIR and ensure that no new or substantially more-severe impacts than those reported in the FEIR would occur.

- FEIR Mitigation Measure II.E.1.a, Incorporating Foundation and Geotechnical Recommendations is superseded by California Building Standards Code Section 1803;
- FEIR Mitigation Measure II.E.1.b, Earthquake Safety Inspections is superseded by California Building Standards Code Section 1705;
- FEIR Mitigation Measure II.E.1.c, Emergency Response Plan is superseded by 14 CFR Part 139 Certification of Airports;
- FEIR Mitigation Measure II.F.1.a, Automatic Shutoff Valves is superseded by California Plumbing Code, California Code of Regulations, Title 24, Part 5;
- FEIR Mitigation Measure II.F.1.b, Securing Potentially Hazardous Objects is superseded by American Society of Civil Engineers 7 Standards, Chapter 13, via the California Building Standards Code;
- FEIR Mitigation Measure I.E.1.c, Erosion Control Plans is superseded by ASCM Division 01 General Requirements: (01 57 00) – Temporary Controls;
- FEIR Mitigation Measure I.F.1.a, Site Investigation is superseded by ASCM Division 01 General Requirements: (01 33 16) – Hazard and Hazardous Materials Investigation and Remediation; and, SFO Contract General Conditions – Attachment A, Article 8.I;
- FEIR Mitigation Measure I.F.1.b, Remediation Activities is superseded by Water Quality Control Board Order 99-045;
- FEIR Mitigation Measure I.F.1.c, Safety and Health Plan is superseded by ASCM Division 01 General Requirements: (01 35 13.43) – Regulatory Requirements for Hazardous Waste;
- FEIR Mitigation Measure I.F.1.e, Review of Reports is superseded by ASCM Division 01 General Requirements: (01 33 16) – Regulatory Requirements for Hazardous Waste; (01 35 43.13) – Asbestos Remediation; (01 33 43.14) Lead Remediation; and, (01 35 43.15) – Polychlorinated Biphenyl Remediation;
- FEIR Mitigation Measure I.F.1.f, Remediation Report is superseded by ASCM Division 01 General Requirements: (01 35 43.16) – Excavation and Disposal of Contaminated Soils, Sludge, and Water; (01 33 16) – Regulatory Requirements for Hazardous Waste; and, (01 57 00) Temporary Controls;
- FEIR Mitigation Measure I.F.1.i, Excavation is superseded by ASCM Division 01 General Requirements: (01 35 43.16) – Excavation and Disposal of Contaminated Soils, Sludge, and Water; (01 33 16) – Regulatory Requirements for Hazardous Waste; and, (01 57 00) Temporary Controls;
- FEIR Mitigation Measure I.F.1.j, Procedure for Locating Underground Obstructions is superseded by ASCM Division 01 General Requirements: (01 35 43.02) Underground Petroleum Products Storage Tank Removal; and, California Government Code, Title 1 General, Division 5 – Public Work and Public Purchases, Chapter 3.1 Protection of Underground Infrastructure [4215-4216.24];
- FEIR Mitigation Measure I.F.1.k, Groundwater Testing is superseded by Water Quality Control Board Order 99-045 and ASCM Division 01 General Requirements: (01 57 00) – Temporary Controls;

- FEIR Mitigation Measure I.F.1.g, Asbestos Surveys is superseded by ASCM Division 01 General Requirements: (01 35 43.13) – Asbestos Remediation; and
- FEIR Mitigation Measure I.F.1.h, PCB-Containing Electrical Equipment is superseded by ASCM Division 01 General Requirements: (01 33 16) – Regulatory Requirements for Hazardous Waste and (01 35 43.15) – Polychlorinated Biphenyl Remediation.

In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact related to geology or seismicity, hydrology and water quality, and hazards and hazardous materials; therefore, no further analysis is necessary.

MINERAL RESOURCES AND ENERGY

Mineral and Energy Resources impacts of the Master Plan projects were analyzed on pp. 178 to 182 and pp. 366 to 370 of the Master Plan FEIR. The Master Plan FEIR determined that impacts related to mineral resources and energy would be less than significant. Construction energy usage is discussed generally on p. 366; energy use from operation of buildings and facilities is analyzed on pp. 367 to 369. Energy plans, policies, and regulations related to the California Building Energy Efficiency standards are described on p. 181 of the Master Plan FEIR. The Master Plan FEIR determined that while demolition of outdated and inefficient buildings/facilities would partially offset the increase in energy use, increased electrical capacity (in the form of a new power substation) would be needed to accommodate the long-term forecasted energy use. Pacific Gas and Electric has since constructed a new substation to provide for increased capacity to transmit electricity from the SFPUC to the Airport. With LEED Gold design and construction standards incorporated into the modified project, construction and operation of the modified project would not encourage activities that would result in the use of large amounts of fuel, water, or energy, or use these in a wasteful manner. Lastly, the modified project would be developed on existing Airport property and would have no impact to state, regional, or locally important mineral resources. Therefore, the modified project would not result in any new or substantially greater impacts to mineral and energy resources beyond those identified in the Master Plan FEIR. In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact on mineral or energy resources; therefore, no further analysis is necessary.

AGRICULTURE AND FORESTRY RESOURCES, AND WILDFIRE

Wildfire and agriculture and forestry resources were not addressed in the Master Plan FEIR. Given the urbanized and built-out nature of the Airport, there are no agricultural or forest resources present, and this topic is not applicable to the modified project. Likewise, wildfire risk, which was not analyzed in the Master Plan FEIR, is not applicable to the modified project.

Conclusion

Based on the foregoing, the Department concludes that the analyses conducted and the conclusions reached in the Master Plan FEIR certified on May 28, 1992, remain valid, and that no supplemental environmental review is required for the modified project. The modified project would neither cause new significant impacts not previously identified in the Master Plan FEIR, nor would it result in a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Master Plan that would cause significant environmental impacts to which the modified project would contribute considerably, and no new information has been put forward that shows that the modified project would cause significant environmental impacts. Therefore, no further environmental review is required beyond this addendum.

Devyani Jain

Lisa Gibson
Environmental Review Officer

May 17, 2021
Date of Determination

cc: Sponsor
Distribution List
Bulletin Board/Master Decision File

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ADDENDUM 8 TO ENVIRONMENTAL IMPACT REPORT

Date of Addendum:	December 15, 2022
Date of EIR Certification:	May 28, 1992
EIR Title:	San Francisco International Airport Master Plan Final Environmental Impact Report
EIR Case No.:	**1986.638E**
Project Title:	**Plot 10F Demolition and Paving and Cargo Building 662**
Project Case No.:	2022-003521ENV
Project Site:	West Field Area of the Airport, bound by West Field Road to the south, East Campus Drive and Building 674 (Consolidated Administrative Campus) to the west, airfield to the north, and airline support facilities to the east
Project Sponsor:	San Francisco International Airport, David Kim, 650.821.1426, david.t.kim@flysfo.com
Lead Agency:	San Francisco Planning Department
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Overview

The project sponsor, the San Francisco International Airport (SFO or Airport), has submitted to the San Francisco Planning Department Environmental Planning Division (EP) a project description and related materials for proposed revisions to its U.S. Air Mail Facility Expansion project in the West Field area at San Francisco International Airport (SFO or the Airport).

On May 28, 1992, the San Francisco Planning Commission (planning commission) certified the San Francisco International Airport Master Plan Final Environmental Impact Report (Planning Case No. 86.638E; Master Plan FEIR or FEIR).[1] The Master Plan encompasses landside facilities and circulation systems designed to increase operational efficiency and accommodate forecast demand of 51.3 million annual passengers.

Subsequent to adoption of the Master Plan, Airport cargo facilities as envisioned in the Master Plan were modified. These modifications were evaluated in addenda to the FEIR published in 2003 (2003 Addendum) and in 2021 for the West Field Cargo Redevelopment project (2021 Addendum). These modifications and addenda are described below.

Since adoption of the Master Plan, certification of the Master Plan FEIR, and publication of the 2003 and 2021 addenda, additional modifications to Airport cargo facilities have been proposed to include demolition of Building 660 (Airport Post Office) and construction of interim and permanent *remain*

[1] San Francisco Planning Department, *San Francisco International Airport Master Plan Final Environmental Impact Report*, Case No. 86.638E, State Clearinghouse No. 90030535, May 1992. This document (and all documents cited in this addendum unless otherwise noted) is available for review on the following website: https://sfplanninggis.org/PIM/. Individual files related to environmental review can be accessed by entering the case number (2022-003521ENV). Project application materials can be viewed by clicking on the "Related Documents" link.

overnight (RON) aircraft parking positions[2] and construction of Building 662, which would accommodate cargo/warehouse uses. The proposed modifications also would include construction of an elevated walkway from Building 662 to adjacent Airport buildings. These proposed modifications and other related improvements described below comprise the Plot 10F Demolition and Paving and Cargo Building 662 project, hereafter referred to as the "modified project."

This addendum to the FEIR evaluates the modified project to determine whether additional environmental documentation must be prepared. As demonstrated in this addendum, the San Francisco Planning Department (planning department) has determined that the modified project is within the scope of the FEIR prepared for the Master Plan and certified by the planning commission, and no additional environmental review beyond the analysis herein is required.

Background

Master Plan FEIR

An FEIR was prepared for the Master Plan and was certified by the planning commission on May 28, 1992. The Airport Commission approved the Master Plan and accompanying Final Mitigation Monitoring and Reporting Program (MMRP) and conditions of approval on November 3, 1992.

The Master Plan focused on accommodating passenger and cargo growth at the Airport through the development of improved facilities and circulation patterns for all Airport-owned lands (excluding the undeveloped area west of U.S. 101, which is referred to as the West of Bayshore).[3] The major Master Plan improvements included in the FEIR analyses were:

1. The new International Terminal Building and associated Boarding Areas A and G, completed in 2000;
2. Consolidation and renovation of cargo facilities in the North and West Field areas, which commenced in 1997 and is ongoing;
3. An automated people mover system ("AirTrain"), the first phase of which was completed in 2003, with the extension of the AirTrain system to serve a multi-modal transportation center and long-term parking garages, completed in 2020;
4. Roadway and vehicle circulation improvements to the International Terminal Building, completed in 2000;
5. On-Airport hotel development, completed in 2019;
6. Renovation of the former International Terminal (Terminal 2) for domestic operations, completed in 2011;
7. Redevelopment of the South Terminal (Harvey Milk Terminal 1), Boarding Area B, which began construction in 2016 and opened in stages beginning in 2019, and renovation of Boarding Area C, which is anticipated to begin in the 2030s; and

[2] *Remain overnight (RON)* aircraft parking areas are remote aprons used to stage or store aircraft on a temporary basis. They provide additional positions and make gates available for passenger operations. These are commonly used for overnight aircraft parking.
[3] The "West of Bayshore" property is a 180-acre site owned by the Airport. Development of the West of Bayshore property was excluded from the Master Plan and subsequent analysis in the FEIR to maintain the site as a major utility right-of-way for Pacific Gas & Electric, Bay Area Rapid Transit (BART), SFO, San Francisco Public Utilities Commission (SFPUC), and others. (Master Plan FEIR, Volume III, Initial Study).

8. New administration/office facilities completed in 2000 and 2018, with final build out anticipated to begin in 2024.

CARGO FACILITIES ANALYZED IN THE MASTER PLAN FEIR

As described in the Master Plan FEIR (p. 52), the Master Plan proposed development of cargo facilities in two phases:

- Phase 1 near-term buildout (1996) included demolition of three cargo facilities totaling 241,300 square feet, construction of 792,300 square feet of new cargo space (for a net total of 551,000 square feet), and remodel of 71,400 square feet of existing cargo space; and
- Phase 2 long-term buildout (2006) included demolition of a 60,000-square-foot facility, construction of three new cargo buildings totaling 162,000 square feet, and an approximately 132,000-square-foot addition to the U.S. Air Mail Facility, for a net total of 234,000 square feet of new construction.

Since adoption of the Master Plan, a 78,400-square-foot cargo facility (Building 648) was completed in 2001 and a 112,520-square-foot cargo facility (Building 632) was completed in 2014.

Subsequent Addenda

Several addenda have been prepared to analyze changes to various projects considered in the Master Plan FEIR. Only two addenda, as described below, pertain to air freight/cargo facilities.

2003 ADDENDUM

In 2003, an addendum was published that addressed revisions to the approved Master Plan air freight/cargo and administrative/office facilities. The addendum analyzed the Airport's proposal to decrease the size of the administration/office facilities in the West Field. The addendum also analyzed the Airport's proposal to reduce the size of cargo facilities elsewhere at the Airport compared to what was studied in the Master Plan FEIR. Regarding cargo facilities, the 2003 Addendum analyzed construction of 472,200 square feet of new cargo facilities compared to 486,000 square feet of cargo facilities analyzed in the Master Plan FEIR. Regarding the administrative/office facilities, the 2003 Addendum analyzed construction of 220,000 square feet of new administrative/office facilities as compared to 226,100 square feet of administrative/office facilities analyzed in the Master Plan FEIR. Because the cargo and administrative/office facilities (in combination) analyzed in the 2003 Addendum were within the parameters of the cargo facilities studied in the Master Plan FEIR, the 2003 Addendum concluded that the revisions to the Master Plan would not cause new significant impacts not identified in the Master Plan FEIR, and no new mitigation measures would be necessary.

ADDENDUM 7 (2021)

In 2021, an addendum was published that addressed further revisions to the approved Master Plan air freight/cargo facilities. This addendum analyzed the Airport's proposed demolition of seven buildings, construction of three new buildings, and reconfiguration of over 1 million square feet of apron areas to accommodate current and future air cargo operations and RON aircraft parking positions. These modifications comprised the West Field Cargo Redevelopment project. Because the cargo facilities analyzed in the 2021 Addendum were within the parameters of the cargo facilities studied in the Master Plan FEIR, the 2021 Addendum concluded that the revisions to the Master Plan would not cause new

significant impacts not identified in the Master Plan FEIR, and no new mitigation measures would be necessary.

Modified Project Description

The modified project would demolish Building 660 (Airport Post Office) and adjacent paved areas and redevelop the site with interim and permanent RON positions, a new Building 662, and an elevated walkway connecting Building 662 to adjacent Airport buildings. A segment of the existing vehicle service road (VSR) would be shifted north to increase apron depth while continuing to conform to Federal Aviation Administration (FAA) *object free area*[4] standards for the adjacent Taxilane Z2. **Figure 1** shows the modified project site, which is entirely on Airport property and includes Building 660, a portion of the adjacent Air Operations Area (AOA), and areas along West Field Road and West Cargo Road. Following demolition of Building 660, the Airport would temporarily use the site for RON positions, prior to construction of Building 662.

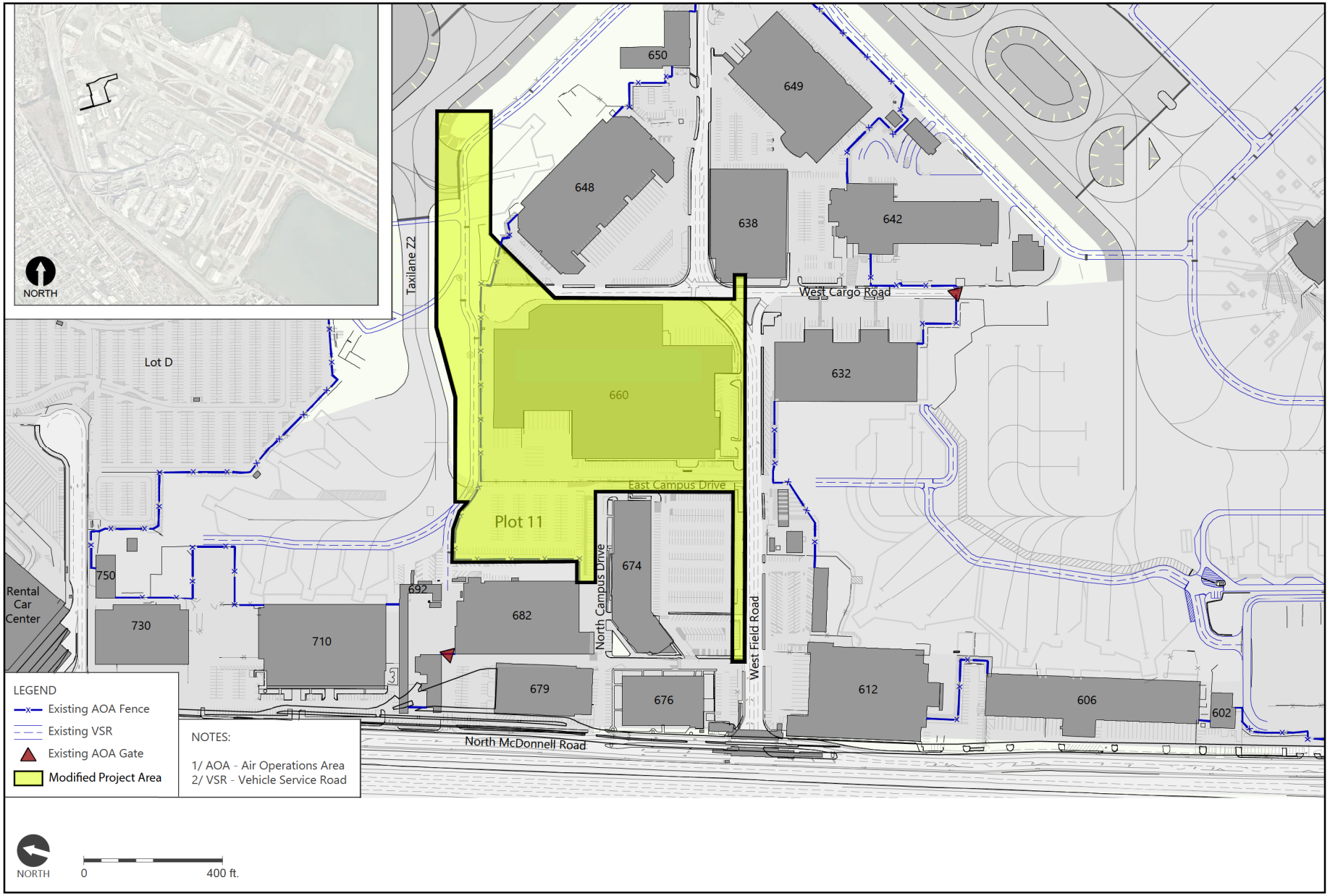
The proposed Building 662 would comprise a two-level, approximately 72-foot-tall (approximately 85 feet to top of the mechanical equipment) warehouse building with vehicle access from West Field Road and East Campus Drive. Associated vehicle parking and truck docks would be located south of the building along West Field Road, and a truck loading and docking area would be located on the north side of the building (see **Figure 2**, p. 6). The existing VSR would be shifted north towards Taxilane Z2, and a vehicle turnaround segment of West Cargo Road east of the proposed permanent RON aircraft positions would be realigned to accommodate construction of the RON positions. An elevated walkway would be constructed connecting Building 662 to Building 638 (West Field Employee Parking Garage) and the West Field AirTrain[5] station platform to the east and the future Building 670 to the west, which will be dedicated to office use for existing tenant and City/Airport Commission employees from other administration facilities at the Airport.

MODIFIED PROJECT COMPONENTS

As shown in **Table 1**, the modified project would include the following components:

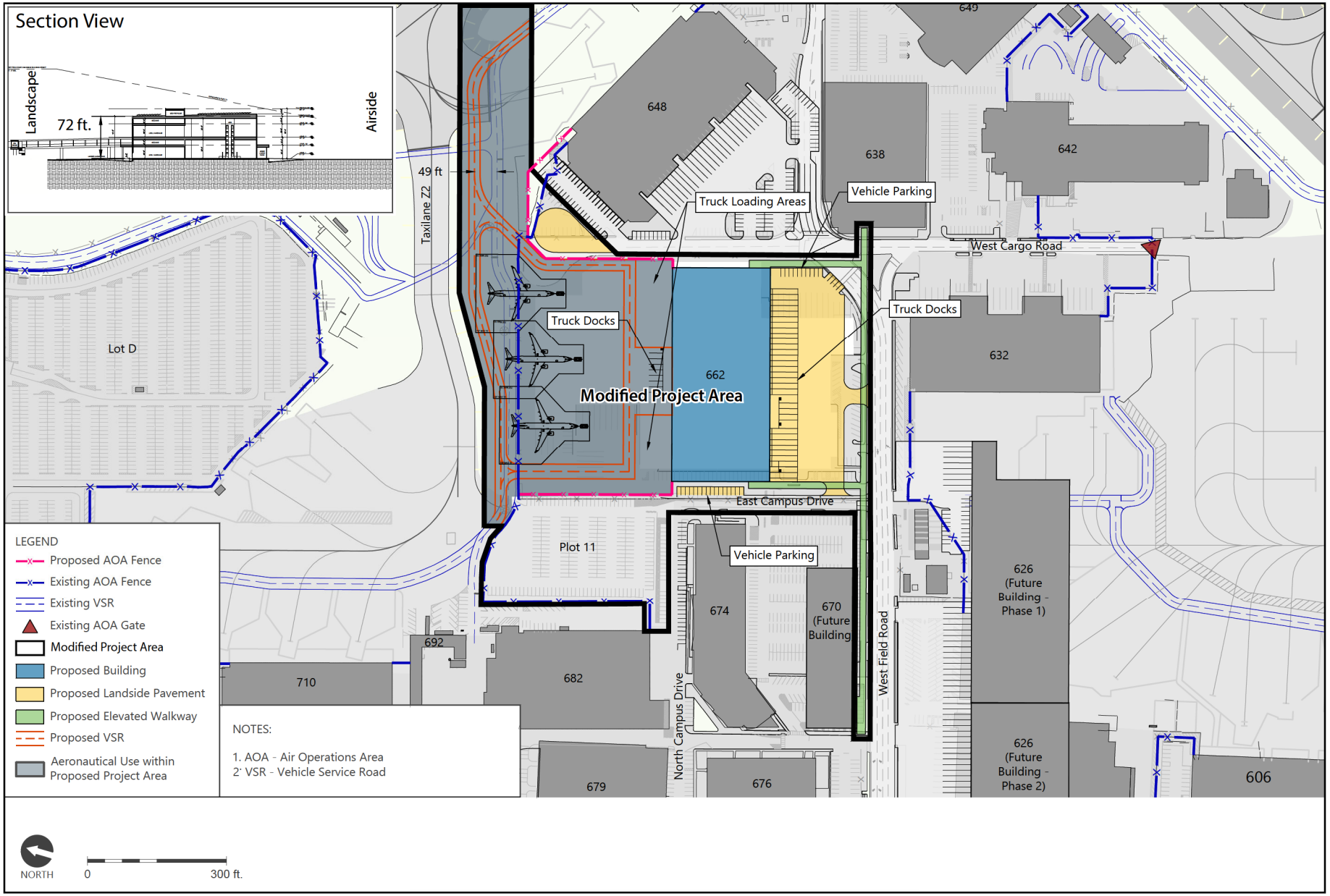
- Demolish Building 660, a 240,000-square-foot former U.S. Postal Service Facility that is currently vacant, and 206,000 square feet of existing paved area adjacent to the building.
- Construct approximately 430,000 square feet of interim RON aircraft parking positions on existing apron area. This area, between Taxilane Z2 and West Field Road, would temporarily accommodate 10 Airplane Design Group[6] (ADG) III RON aircraft parking positions on an interim basis prior to construction of Building 662 (see **Figure 3**, p. 8).[7] This interim use would last from 2025 to 2027.

[4] An *object free area* is an area centered on the runway, taxiway, or taxilane centerline that is clear of aboveground objects, except for allowable objects necessary for air navigation or aircraft ground maneuvering purposes.
[5] AirTrain is an automated people mover system at SFO.
[6] Airplane Design Group (ADG) is a grouping of airplanes based on wingspan or tail height. Typical ADG III aircraft include the Boeing 737-700 and the Airbus A-320.
[7] The modified project would not induce aircraft operations, and both the interim and permanent RON aircraft parking would occur in generally the same area as under existing conditions.



San Francisco International Airport, Airport Layout Plan, 2021 (linework);
Nearmap, California, October 14, 2020 (aerial photography - see upper left inset);
Ricondo & Associates, Inc., March 2022 (exhibit); adapted by ESA in 2022

FIGURE 1
MODIFIED PROJECT LOCATION



SOURCES: San Francisco International Airport, Airport Layout Plan, 2021 (linework);
Landrum & Brown, December 2021 (proposed project);
Ricondo & Associates, Inc., March 2022 (exhibit); adapted by ESA in 2022

Plot 10F Demolition and Paving and Cargo Building 662 Project

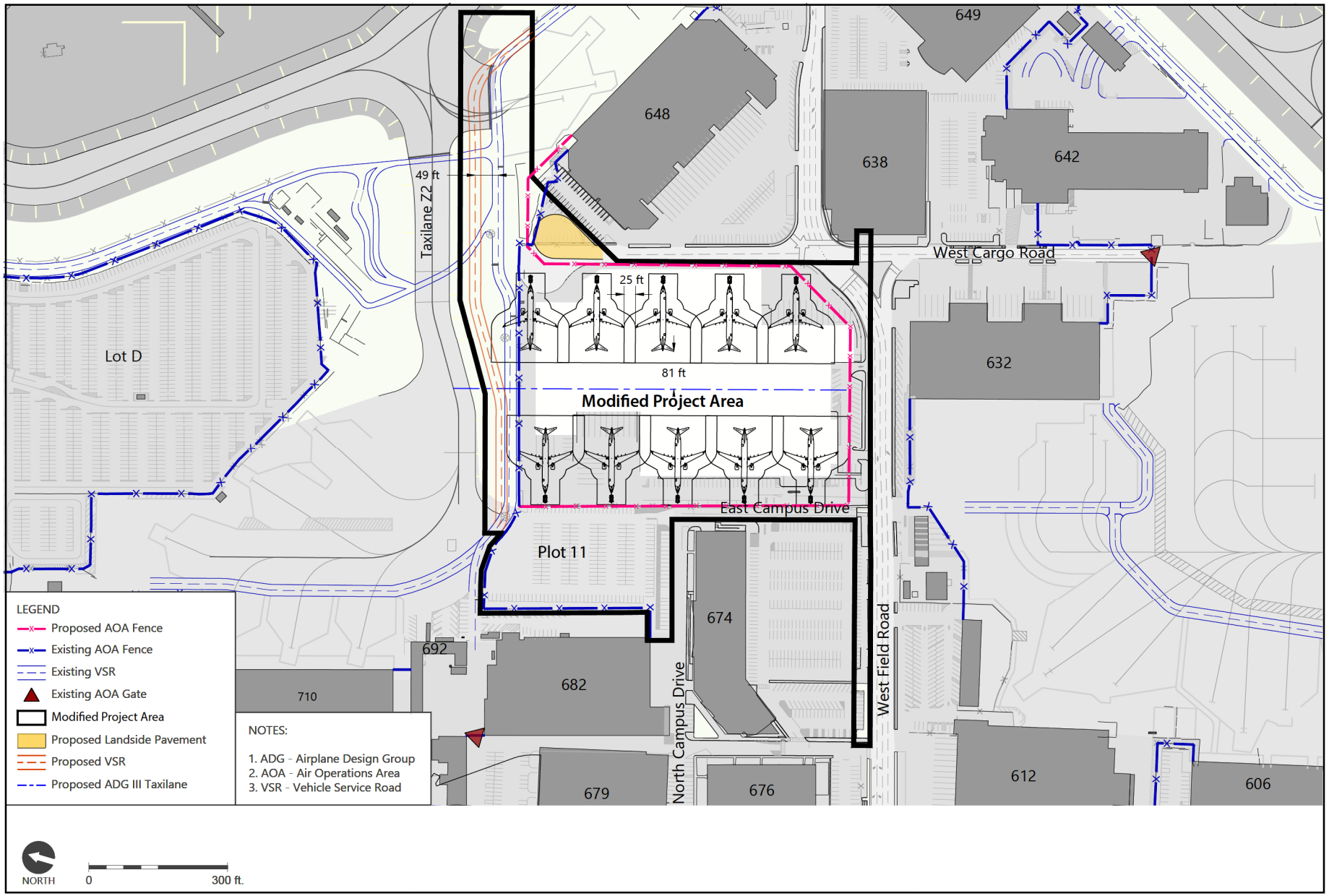
FIGURE 2
MODIFIED PROJECT

Table 1 Modified Project Summary

Modified Project Component	Building Area (sf)	Demolition (sf)	Total Net New (sf)
Demolish Building 660		(240,000)	***(240,000)***
Construct Building 662	285,000	—	***285,000***
Total	***285,000***	***(240,000)***	***45,000***
OTHER PROJECT COMPONENTS			
	Proposed (sf)	**Proposed Aircraft Parking Positions**	
Interim RON Parking	430,000	10	
Permanent RON Parking	210,000	3	
Elevated Walkway	25,000	—	

SOURCE: SFO Bureau of Planning and Environmental Affairs (2022).
sf = square feet

- Construct Building 662, which would be a two-story-plus-mezzanine, approximately 285,000-square-foot building with both airside and landside cargo handling facilities. Vehicle access to the new building would be provided south of the building via West Field Road or west of the building via East Campus Drive. The modified project would include approximately 76,500 square feet of paved area on the southwest side of the building to support approximately 15 vehicle parking spaces for visitors and up to 28 truck loading docks. A truck loading and docking area comprised of seven truck docks and two truck loading areas with access to the VSR would be located on the north side of the building. Building 662 would introduce approximately 75 additional employees on the project site.
- Construct approximately 210,000 square feet of permanent RON aircraft parking positions that could accommodate up to three ADG-III aircraft, accessible via Taxilane Z2. Construction of the permanent RON aircraft parking positions would comprise restriping of previously paved surfaces.
- Construct a 25,000-square-foot elevated walkway from Building 662 to Building 638 (West Field Employee Parking Garage) to the east and the West Field AirTrain platform and future Building 670 to the west, which will be dedicated to office use for existing tenant and City/Airport Commission employees from other administration facilities at the Airport.
- Associated improvements would include realignment of the AOA fence and a segment of a VSR to accommodate additional apron depth and reconfiguration of exterior lights and utility and stormwater management system infrastructure within the modified project area. The existing vehicle turnaround on West Cargo Road would be realigned as would access points between the site and West Field Road and East Campus Drive.
- Construction staging would occur at Plot 11, northwest of the project site.



SOURCES: San Francisco International Airport, Airport Layout Plan, 2021 (linework);
Landrum & Brown, December 2021 (proposed project);
Ricondo & Associates, Inc., March 2022 (exhibit); adapted by ESA in 2022

FIGURE 3
INTERIM REMAIN OVERNIGHT PARKING

Table 2 summarizes and compares the cargo facilities as evaluated in the Master Plan FEIR and the modified project. As shown in Table 2, based on the cargo space analyzed in the FEIR and subsequent new construction and demolition of cargo facilities, approximately 506,955 square feet of cargo space that was analyzed in the FEIR remains unbuilt. With implementation of the modified project, approximately 461,955 square feet of unbuilt cargo space would remain under the Master Plan FEIR. Note that the modified project would not generate new employees because tenants in other existing buildings would be relocated into the new facilities.

Table 2 Comparison of Cargo Facilities Evaluated in Master Plan FEIR and Modified Project Addendum

	New Construction (sf)	Demolished Buildings (sf)	Net New (sf)
Master Plan EIR	785,000[a]		***785,000***
Constructed to Date	190,920[b]	(243,300)[c]	***(52,380)***
Remaining under Master Plan (as of 8/2020)	***594,080***	***243,300***	***837,380***
PLANNED PROJECTS			
West Field Cargo Redevelopment Project	715,400	(384,975)[d]	***330,425***
Remaining under Master Plan (after Planned Projects)	***(121,320)***	***628,275***	***506,955***
MODIFIED PROJECT			
Plot 10F Demolition and Paving and Cargo Building 662	**285,000**	**(240,000)**[e]	***45,000***
Remaining under Master Plan after Modified Project	***(406,320)***	***868,275***	***461,955***

SOURCES: *SFO Master Plan* (November 1989); *SFO Master Plan Final Environmental Impact Report* (May 1992); *Addendum to Master Plan FEIR* (2003); *Addendum to Master Plan FEIR* (2021)

NOTES:

[a] Total square footage (sf) is based on the proposed net new construction identified for air freight in the 1992 Master Plan EIR.
[b] Total square footage dedicated to cargo for Building 648 (78,400 sf), completed in 2001, and Building 632 (112,520 sf), completed in 2014.
[c] Total square footage of cargo buildings demolished since the FEIR: Flying Tigers Hangar (108,000 sf), Cargo Building 7 (55,300 sf), Airborne Cargo Building (60,000 sf), and Building 16 (20,000 sf).
[d] This square footage includes demolition of Buildings 602 (6,575 sf), 606 (82,500 sf), 612 (114,550 sf), 624 (8,125 sf), 730 (42,675 sf), 710 (123,350 sf), and 750 (7,200 sf).
[e] Excludes the 206,000 square feet of existing paved area that would be demolished.

CONSTRUCTION

Demolition of Building 660 and the surrounding pavement would begin in February 2024 and be completed in July 2024. Construction of the interim RON aircraft parking pavement, which would entail grading and paving, would begin in August 2024 and be completed in May 2025. The interim RON aircraft parking positions would be in use for approximately 24 months, between 2025 and 2027. Construction of the proposed modified project, including the permanent RON parking, would begin in September 2027 and be completed by December 2029. Construction of the permanent RON parking also would entail grading and paving. Construction staging would occur at Plot 11, northwest of the project site.

Approvals and Permits

Discussed below are the permits and approvals that would be required from federal, state, and local agencies to implement the modified project as described in this addendum.

FEDERAL APPROVAL AND PERMIT

- FAA, Airports Division. As a federally obligated public use airport, SFO shall coordinate with the FAA for environmental review per FAA Orders 1050.1F, Environmental Impacts: Policies and Procedures, and 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions.
- FAA, Air Traffic Division, Form 7460-1 Permit. Approval of Form 7460-1, Notice of Proposed Construction or Alteration, to construct on an airport.

LOCAL APPROVALS AND PERMITS

- **San Francisco Airport Commission.** Determination to proceed with the project; approval to issue design and construction bids and contracts.
- **SFO Building Inspection and Code Enforcement (BICE), Building Permit.** Issuance of permit. All plans, specifications, calculations, and methods of construction shall meet the code requirements found in the California Uniform Building Code.

Project Setting

As shown in Figure 1, p. 5, the modified project site is currently paved and developed with Building 660, a portion of the adjacent AOA, and areas along West Field Road and West Cargo Road. The closest school is Belle Air Elementary School in San Bruno, located west of U.S. Highway 101 and approximately 1,900 feet northwest of the modified project site. The closest residential uses are located on Seventh Avenue in San Bruno, approximately 2,100 feet northwest of the modified project site.

Cumulative Development

CEQA Guidelines section 15130(b)(1)(A) defines cumulative projects as past, present, and probable future projects producing related or cumulative impacts. CEQA Guidelines section 15130(b)(1) provides two methods for cumulative impact analysis: the "list-based approach" and the "projections-based approach." The list-based approach uses a list of projects producing closely related impacts that could combine with those of a proposed project to evaluate whether the project would contribute to significant cumulative impacts. The projections-based approach uses projections contained in a general plan or related planning document to evaluate the potential for cumulative impacts. This project-specific CEQA analysis employs both the list-based and projections-based approaches to the cumulative impact analysis, depending on which approach best suits the resource topic being analyzed.

Table 3 presents a list of SFO projects that are currently under construction or are reasonably foreseeable future projects that could potentially combine with the modified project to result in cumulative impacts.

Table 3 Cumulative Projects on SFO Property

Count	Project Name and Description	Anticipated Construction
1	**Recommended Airport Development Plan (RADP)** – A long-range plan to guide the Airport's landside development. The purpose of the RADP is to plan for forecast passenger and operations growth at SFO through the following measures: maximizing gate capacity, geometry, and flexibility; optimizing lobby and security flows and incorporating new technology for passenger screening; maximizing shared-use facilities and baggage claim flexibility; and maximizing transfer connectivity for passengers and baggage.	2025–2035
2	**Shoreline Protection Program** – This project would install a new seawall that would comply with current Federal Emergency Management Administration requirements for flood protection and incorporate designs for future sea-level rise.	2025–2032
3	**West Field Cargo Redevelopment** – This project will demolish seven buildings and construct two consolidated cargo/ground service equipment facilities and one ground service equipment facility to accommodate current and future air cargo operations.	2024–2029
4	**Consolidated Administration Campus** – This project will develop a new consolidated administration building, a parking garage, expand the West Field AirTrain station platform to accommodate 4-car trains, and implement other associated improvements, including relocation of the AirTrain mechanical facility to the first floor of the parking garage and construction of two pedestrian bridges providing access between the administration facilities in the West Field area and the AirTrain station.	2025–2028
5	**Underground Pipeline and Pump Station Upgrades** – Improvements to underground industrial waste, sewer, and drainage pipelines and pump stations across Airport property.	Began in 2021, with work occurring on an ongoing basis
6	**Advanced Wastewater and Distribution System** – Construction and installation of infrastructure necessary to expand the use of reclaimed water at the Airport. The recycled water will be distributed Airport wide for restroom dual plumbing, cooling tower make-up water, irrigation, and other purposes.	Anticipated after 2025

SOURCE: SFO Five-Year Capital Plan (2022)

CEQA Analysis Approach

San Francisco Administrative Code section 31.19(c)(1) states that a modified project must be reevaluated, and that "If, on the basis of such reevaluation, the Environmental Review Officer determines, based on the requirements of CEQA, that no additional environmental review is necessary, this determination and the reasons therefore shall be noted in writing in the case record, and no further evaluation shall be required by this Chapter." CEQA Guidelines section 15164 provides for the use of an addendum to document the basis for a lead agency's decision not to require a subsequent or supplemental EIR for a project that is already adequately covered in an existing certified EIR. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger the preparation of a subsequent or supplemental EIR, as provided in CEQA Guidelines section 15162, are not present.

This addendum evaluates whether the potential environmental impacts of the modified project are addressed in the Master Plan FEIR, which was certified on May 29, 1992.[8] More specifically, this addendum evaluates whether the modified project would cause new significant impacts that were not identified in the Master Plan FEIR; would result in significant impacts that would be substantially more severe than those identified in the FEIR; and whether the modified project would require new mitigation measures to reduce significant impacts. This addendum also considers whether changes have occurred with respect to the circumstances of the modified project that would cause significant environmental impacts to which the project would contribute considerably, or whether new information has been put forward demonstrating that the modified project would cause new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts.

The Master Plan FEIR analyzed impacts of the Master Plan in the areas of Land Use and Plans, Transportation, Noise, Air Quality, Energy, Cultural Resources, Geology and Seismicity, Hazardous Materials, Employment and Housing, Utilities, Public Services, Aviation Safety, and Growth Inducement. In addition, the Master Plan Initial Study (FEIR Volume III, Appendix A) analyzed impacts in the areas of Visual Quality, Population, Climate, Biology, Water, and Energy/Resources.

This addendum evaluates the potential project-specific environmental impacts of the modified project described above and incorporates by reference information contained in the Master Plan FEIR. This addendum also documents the assessment and determination that the modified project is within the scope of the Master Plan FEIR and no additional environmental review is required.

Evaluation of Environmental Effects

Cultural Resources

MASTER PLAN FEIR FINDINGS

Cultural resources are analyzed on pp. 183 to 191 and pp. 371 to 373 of the Master Plan FEIR. The FEIR evaluated the effects of the Master Plan on cultural resources, including archeological, historic, and paleontological resources.

The FEIR determined that the Master Plan projects would be constructed on former bay land that was drained and filled with artificial fill to create a broad flat area. While Native American cultural activity could have occurred, such areas have been altered by the prior land reclamation and intense Airport development. Furthermore, a cultural resources report[9] found that while there are Native American archeological sites located in the vicinity of the Airport, none were on Airport property. The FEIR concluded that while there are no known archeological resources at the Airport, the possibility exists for the presence of buried archeological resources—including those that contain human remains. The FEIR included the following mitigation measures to reduce impacts related to archeological resources to less than significant: Mitigation Measure I.D.1.a. (Review by Project Archeologist); Mitigation Measure I.D.1.b.

[8] San Francisco Planning Department, *San Francisco International Airport Master Plan Final Environmental Impact Report*, Case No. 86.638E, State Clearinghouse No. 90030535, May 1992.
[9] David Chavez Associates, *Cultural Resources Evaluation for the San Francisco International Airport Master Plan EIR*, San Mateo County, California, August 1990, revised February 1991.

(Procedure for reporting Significant Artifacts); Mitigation Measure I.D.1.c. (Inspection and Retrieval of Significant Artifacts); and Mitigation Measure I.D.1.d (Archeologist Report).

The Airport property boundary has not changed since adoption of the FEIR. Therefore, the modified project would not result in any new or substantially greater Native American archeological impacts beyond those identified in the FEIR.

When the FEIR was certified in 1992, the evaluation of cultural resources conformed to CEQA Guidelines Appendix K, whose "importance" criteria relating to historical resources were later amended and officially adopted in 1998 to establish the California Register of Historical Resources (California register). The FEIR determined that there are no historical resources that meet CEQA Guidelines Appendix K "importance" criteria located on Airport property that will be affected by the Master Plan projects.[10]

MODIFIED PROJECT IMPACTS

HISTORIC ARCHITECTURAL RESOURCES

One age-eligible (i.e., 45 years or older) building, Building 660, is located within the modified project site. Building 660 was constructed in 1967 as the Airport post office for the U.S. Postal Service, and it continued operating in this capacity until it was vacated in March 2022. The building was evaluated in 2022 for eligibility for listing in the National Register of Historic Places (National Register) as part of the modified project.[11] The 2022 evaluation found that Building 660 is not individually significant under any National Register criteria and does not contribute to any known or potential historic districts on Airport property. Although the 2022 evaluation did not evaluate Building 660 for eligibility for listing in the California register, the planning department has determined that it concurs with the findings of the 2022 evaluation and that Building 660 is not considered a historical resource for the purposes of CEQA.[12]

One age-eligible building, Building 612, is located within 0.5-mile of the modified project site. In 2021, the planning department determined that Building 612 is not considered a historical resource for the purposes of CEQA.[13]

Therefore, the modified project would not result in any new or substantially greater impacts to historical resources beyond those identified in the FEIR and would not require new mitigation measures.

ARCHEOLOGICAL RESOURCES

ESA conducted a records search for the modified project site and all areas within 0.5 mile of the modified project site at the Northwest Information Center (NWIC) of the California Historical Resources Information System at Sonoma State University in Rohnert Park, California on June 4, 2014, and November 14, 2019 (NWIC File No. 13-1887 and 19-0835); these were updated on July 23, 2020 (NWIC File No. 20-0162). The records search included a review of previous studies, records, and maps on file at the NWIC, including a review of the State of California Office of Historic Preservation Historic Properties Directory with summary information from the National Register, Registered California State Landmarks,

[10] Ibid.
[11] ESA, *Cultural Resources Survey Report for the Centralized Receiving and Distribution Center Project*, prepared for the Federal Aviation Administration and San Francisco International Airport, May 2022.
[12] San Francisco Planning Department, *Memorandum to File, SFO Plot 10F Demolition and Paving and Building 662*, November 21, 2022.
[13] San Francisco Planning Department, *Memorandum to File, SFO Shoreline Protection Program*, November 30, 2021.

California Historic Points of Interest, Archeological Determinations of Eligibility, and California Inventory of Historical Resources. The purpose of the records search was to: (1) determine whether known archeological resources have previously been recorded in a 0.5-mile radius of the modified project site; and (2) assess the likelihood for unrecorded cultural resources to be present based on historical references and the distribution of nearby cultural resources.

The records search results, as well as additional background research completed by ESA, did not identify any recorded archeological resources within the modified project site. Four Native American and historic-era archeological resources have been recorded between 0.3 and 0.4 mile from the modified project site.

Prior to the 1920s, the setting of the modified project site was a salt marsh. However, prehistorically the modified project site was dry land within a broad river valley. Starting around 10,000 years ago, the river valley was inundated as rising sea levels created San Francisco Bay, gradually drowning the lands at the future site of the airport between 6,000 and 2,000 years ago. As the rate of sea level rise slowed, sediments carried into the bay from the adjacent land accumulated along the shoreline and marshlands developed; in 1869, marshes extended some 0.8 mile eastward of the modified project site before meeting the open waters of the bay, and about 0.25 mile west of the modified project site to the dry shoreland.

The marsh setting that characterized the modified project site during the past 2,000 years, and the underlying Young Bay Mud, generally have low sensitivity for the presence of near surface Native American archeological resources and for historic period residential or farming-related resources because marshes may be very wet or inundated tidally or seasonally. However, Native American human remains have occasionally been found in marsh and Young Bay Mud settings, deeply buried, in several instances.

In the 19th and early 20th centuries, piers and elevated roadways were built across the marshes in some areas to provide access to the bay for fishing or shipping. Later, dry lands were created through the construction of water diversion features in the marshlands west of the modified project site. At that time, the waters east of the airport site were a designated oyster fishery, which suggests that these were shallow, gravelly shoals. No archival documentation of historic use of the modified project site has been found, and it is not anticipated that the remains of such features would be encountered at the modified project site.

Based on its environmental history, it appears that the modified project site was not suitable for Native American occupation during the past 2,000 years. However, this location at one time was adjacent to the bay shore and not too distant from creeks that entered the bay, a setting that was highly favored by prehistoric Native Americans. More than 400 Native American shell middens—sites of substantial prehistoric Native American occupation—were visible on the surface around San Francisco Bay in 1904 (Nelson 1906). On this basis, the shoreline setting is assumed also to be sensitive for the presence of older shoreline Native American archeological sites, occupied and used during the time that the bay was filling and subsequently inundated and buried by bay bottom and (later) marsh silt deposits (known locally as Young Bay Mud). If present, archeological resources that were present at this time would most likely be found beneath the Young Bay Mud, at or near the surface of the underlying Upper Layered Sediments stratum that predate the bay in this area.

As revealed in geotechnical cores, and discussed in more detail below, the geologic stratigraphy at the modified project site, from surface to depth, consists of artificial landfill soils, underlain by stratum of Young Bay Mud, which rests directly atop the surface of the Upper Layered Sediments which, in turn, rest

on Old Bay Clay. The Upper Layered Sediments are interbedded Pleistocene-age marine and terrestrial deposits[14] (that is, deposited alternately, in marine and terrestrial environmental) that formed the land surface during the Early to Middle Holocene period (ca. 11,700 to 3,800 years ago), the time during which humans first inhabited the San Francisco peninsula. While in some areas the surface of the Upper Layered Sediments stratum was eroded away by the tidal action of the rising bay, under some environmental conditions the upper surface of these sediments has been preserved intact beneath the Young Bay Mud. In these circumstances, there is the potential for the presence of Middle Holocene archeological deposits. These would be expected to be located beneath the Young Bay Mud, in the upper 3 to 5 feet of the Upper Layered Sediments.

Based on geotechnical investigations conducted within and in the vicinity of the modified project site,[15,16,17,18] the modified project site consists of approximately 6.5 to 9 feet of artificial fill, which was used to reclaim the tidal marsh during the 1950s. Underlying the artificial fill is a relatively thin stratum of Young Bay Mud that extends to a depth of 22 to 29 feet below ground surface (bgs). The Young Bay Mud, deposited in an aquatic environment,[19] has low sensitivity for Native American archeological resources, with the possible exception of rare, isolated Native American human remains. Below the Young Bay Mud, the Upper Layered Sediments and underlying Old Bay Clay extend to depths upwards of approximately 144 feet bgs. As discussed above, the Upper Layered Sediments stratum may represent the land surface at the modified project site during the terminal Pleistocene, which potentially was habitable in the late Pleistocene to early Holocene, the time at which humans are believed to have first arrived in the Bay Area. For this reason, the interface between Young Bay Mud and the Upper Layered Sediments is potentially sensitive for containing buried Native American archeological deposits. Such deposits, if present in this context, are highly significant archeologically because only a few such resources have been found, and because they likely represent the earliest human occupation of the region.

To assess whether sediments evidencing the potential for presence and survival of archeological resources are present beneath the modified project site, a geoarcheologist reviewed the coring logs from geotechnical borings conducted within and in the vicinity of the modified project site. The objective of this review was to look for evidence, in the logs, of the presence of paleosols (strata with evidence of having been exposed on the land surface for long enough that they could harbor archeological deposits); and for evidence of prehistoric erosion of the Upper Layered Sediments stratum, which might have destroyed or disturbed paleosols if they were present.

More than half of the cores, which for geotechnical purposes were not sampled continuously, did not include direct inspection of the Young Bay Mud/Upper Layered Sediments interface, and so did not provide definitive data on the upper stratum of the Upper Layered Sediments. Three of the cores in the

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[14] Julius Schlocker, *Geology of the San Francisco North quadrangle*, California: U.S. Geological Survey, Professional Paper 782, 1974.
[15] Salem Engineering Group, *Geotechnical Engineering Investigation, Proposed Renovation of United States Postal Service International Service Center at San Francisco International Airport, 660 West Field Road, San Francisco, California*. Prepared BRW Architects, 2010.
[16] Treadwell and Rollo, *Geotechnical Investigation, West Field Improvements, San Francisco International Airport, San Francisco, California*. Prepared for City and County of San Francisco, 1996.
[17] ENGEO, *Geotechnical Data Report, San Francisco International Airport (SFIA), SFO Consolidated Administration Campus, San Francisco, California*. Prepared for San Francisco International Airport, 2013.
[18] AGS, *Final Geotechnical Study Report, Building 624 Improvements Project, Southfield Tenant Relocations, San Francisco International Airport, San Francisco, California*. Prepared for San Francisco International Airport, 2015.
[19] Brian F. Byrd, Philip Kaijankoski, Jack Meyer, Adrian Whitaker, Rebecca Allen, Meta Bunse, and Bryan Larson, *Archaeological Research Design and Treatment Plan for the Transit Center District Plan Area, San Francisco, California*. Prepared by Far Western Anthropological Research Group, Past Forward Inc., and JRP Historical. Prepared for the City and County of San Francisco Planning Department, San Francisco, CA, 2010, 86. This document is confidential and shall not be publicly circulated.

vicinity of the modified project site recovered samples of a stratum of black silty sand at the top of the Upper Layered Sediments, which could indicate the A horizon of an intact paleosol, and one core log noted rootlets at the Young Bay Mud/Upper Layered Sediments contact, which points to the presence of intact terrestrial or marsh soils. The project geoarcheologist noted that several of the core logs describe the upper surface of the Upper Layered Sediments as greenish grey silty clays and sandy silts, which is indicative of gleying (reducing) of an oxidized B Horizon due to minerals in the soil reacting to contact with seawater as the modified project site was inundated by the rising bay. In those cases, the organic-rich A horizon characteristic of an intact paleosol was not observed, having either never formed or having eroded away prior to burial.

A geotechnical study of a larger area of the Airport conducted in 2000 concluded that there is evidence for widespread erosion of the Upper Layered Sediments based on the presence of submerged and buried stream channels beneath Young Bay Mud on the pre-bay land surface; this pattern of erosion may have reduced the potential for survival of potentially habitable pre-bay land surfaces within the modified project site. A recent geoarcheological investigation at SFO for the Shoreline Protection Program provided a reconstruction of the pre-bay surface and revealed a system of incised paleochannels on the surface of the Upper Layered Sediments (or underlying geologic units [e.g., Old Bay Clay] where the Upper Layered Sediments were not present) that represent former drainages.[20] The geoarcheological investigation concluded that intact and partially-intact paleosols are present locally on the surface of the Upper Layered Sediments, but that erosion was widespread across the landscape prior to inundation by the Bay.

The geoarcheological investigation also provided an approximate timeframe of inundation for the area during the Holocene. Deeper portions of the identified paleochannels, being at lower elevations, would have been the first areas to have been inundated and to have infilled with Young Bay Mud as sea levels rose. Based on the stratigraphic data provided above, the modified project site was likely inundated between 4,000 and 6,000 years ago, a time during which bay region Native American populations are believed to have been sparse but increasing. On the basis of the early age of inundation, the potential for a resource to have been deposited at this location is relatively low; however, if a submerged cultural resource were present at this location, it would be highly significant as representative of a Native American period that is virtually unknown in this area.

On this basis, while it is possible that past environmental conditions do not favor the preservation of Native American archeological deposits that may have been present at the modified project site, because of the high level of significance of any resources that may survive, the site must be considered to be sensitive for the presence of submerged Native American archeological resources. Any project impacts to such a resource would be significant.

Direct project excavations at the modified project site would disturb soils to 10 feet in depth. At these depths, excavations would be confined to fill and Young Bay Mud strata. These strata are not archeologically sensitive (with the possible exception of potential isolated human remains), so mass excavations would not be expected to result in impacts to archeological resources. However, Building 662 would require pile foundations up to 200 feet in depth. Piles would be driven through the fill, Young Bay Mud and Upper Layered sediments, which would result in a significant impact if a deeply buried Native

[20] Zimmer, Paul D., and Heidi Koenig, *San Francisco International Airport, Shoreline Protection Program, City and County of San Francisco. Archeological Sensitivity Assessment, Case No. 2020-004398ENV*. Prepared for Environmental Planning Division, city and County of San Francisco Planning Department. June 2021.

American deposit were present at the modified project site near the surface of the Upper Layered Sediments.

The FEIR concluded that while there are no known archeological resources at the Airport, the possibility exists for the presence of buried archeological resources—including those that contain human remains. Consistent with the initial stipulation of FEIR Mitigation Measure 1.D.1.a.,[21] SFO retained the services of a qualified archeologist to review project soil and geotechnical data and provide recommendations for further steps to be taken to ensure that impacts to significant archeological resources and human remains are avoided or mitigated. The results of that review and consultation, which took into account advances in geoarcheological knowledge in recent decades, are presented above.

As detailed in the analysis above, there may be a potential for project pilings to encounter highly significant Middle Holocene Native American archeological resources. For this reason, while this potential is uncertain, if a buried Native American deposit were present, it would be highly significant. Therefore, based on the project archeologist's recommendation and consistent with archeological treatments applied for projects in similar settings, planning department archeological staff required **Mitigation Measure CR1, Archeological Testing** for the modified project.[22] In accordance with this mitigation measure, geoarcheological testing would be undertaken at the modified project site prior to pile construction to more definitively ascertain whether significant Native American deposits or paleosols that may harbor such deposits are present and would be affected by pile construction.

Mitigation Measure CR-1, Archeological Testing, set forth in full below, would implement appropriate archeological treatment as identified through the archeological review, recommendation and consultation process set forth in the initial paragraph of FEIR Mitigation Measure 1.D.1.a. Archeological testing, in this case, would consist of geoarcheological coring on the modified project site, with continuous cores from the surface to 5 feet below the surface of the Upper Layered Sediments, distributed at approximately 50-meter horizontal intervals across the portion of the site where pile foundations would be needed. The geoarcheologist would open and assess the cores for the presence of potential paleosols and, if a potential paleosol is present, would sample the core for further analysis and dating. If a paleosol or a prehistoric deposit is identified, further testing and/or data recovery would be scoped in consultation between the archeologist and the ERO and implemented as detailed in the mitigation measure.

> **Mitigation Measure CR-1: Archeological Testing** *(Implementing FEIR Mitigation Measure 1.D.1.a through 1.D.1.d)***.** Based on a reasonable presumption that archeological resources may be present within the project site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of a qualified archeological consultant having expertise in California Native American and urban historical archeology. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall

[21] FEIR Mitigation Measure 1.D.1.a: Review by Project Archaeologist. The project sponsor will retain the services of an archeologist. The sponsor will submit copies of the general soil survey and site-specific geotechnical investigations prepared for the San Francisco Airport expansion projects for review by the project archeologist. The project archeologist will report recommendations to the Environmental Review Officer (ERO). The archeologist will give consideration to the potential presence of coastal prehistoric sites below existing bay alluvium and remains of Chinese shrimp camps (c. 1870 to c. 1910 A.D) in evaluating the archeological sensitivity of individual projects sites and in developing recommendations.
[22] San Francisco Planning Department, *Preliminary Archeological Review Log,* November 9, 2022.

be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less-than-significant level potential effects on a significant archeological resource as defined in CEQA Guidelines section 15064.5(a)(c).

Archeological Testing Program. The archeological testing program shall be conducted in accordance with the approved Archeological Testing Plan (ATP). The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.

The archeological consultant and the ERO shall consult on the scope of the ATP reasonably prior to any project-related soils disturbing activities commencing. The archeological consultant shall prepare and submit to the ERO for review and approval an ATP. The ATP shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, lay out what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. The ATP shall also identify the testing method to be used, the depth or horizontal extent of testing, and the locations recommended for testing and shall identify archeological monitoring requirements for construction soil disturbance as warranted. The archeologist shall implement the approved testing as specified in the approved ATP prior to and/or during construction. The archeologist shall consult with the ERO at the conclusion of testing to report testing results, determine whether data recovery is needed, and provide construction monitoring recommendations and shall implement monitoring as determined in consultation with the ERO.

Paleoenvironmental Analysis of Paleosols. When a submerged paleosol is identified during the testing program, irrespective of whether cultural material is present, samples shall be extracted and processed for dating, flotation for paleobotanical analysis, and other applicable special analyses pertinent to identification of possible cultural soils and for environmental reconstruction.

Archeological Data Recovery Plan. If testing results are positive and the ERO determines that an archeological data recovery program is warranted, the archeological data recovery program shall be conducted in accord with an Archeological Data Recovery Plan (ADRP). The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of

the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.
- Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures.
- Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies.
- Interpretive Program. Consideration of an on-site/off-site public interpretive program based on the results of the archeological data recovery program.
- Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- Final Report. Description of proposed report format and distribution of results.
- Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Consultation with Descendant Communities. On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. The ERO and project sponsor shall work with the tribal representative or other representatives of descendant communities to identify the scope of work to fulfill the requirements of this mitigation measure, which may include participation in preparation and review of deliverables (e.g., plans, interpretive materials, artwork). Representatives shall be compensated for their work as identified in the agreed upon scope of work. A copy of the Final Archeological Resources Report (FARR) shall be provided to the representative of the descendant group.

Human Remains and Funerary Objects. The treatment of human remains and funerary objects discovered during any soil-disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Medical Examiner of the City and County of San Francisco. The ERO also shall be notified immediately upon the discovery of human remains. In the event of the Medical Examiner's determination that the human remains are Native American remains, the Medical Examiner shall notify the California State Native American Heritage Commission, which will appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98(a)).

The landowner may consult with the project archeologist and project sponsor and shall consult with the MLD and CEQA lead agency on preservation in place or recovery of the remains and any scientific treatment alternatives. The landowner shall then make all reasonable efforts to develop an Agreement with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). Per PRC 5097.98 (b)(1), the Agreement shall address and take into consideration, as applicable and to the degree consistent with the wishes of the MLD, the appropriate excavation, removal, recordation, scientific analysis, custodianship prior to reinterment or curation, and final disposition of the human remains and funerary objects. If the MLD agrees to scientific analyses of the remains and/or funerary objects, the archeological consultant shall retain possession of the remains and funerary objects until completion of any such analyses, after which the remains and funerary objects shall be reinterred or curated as specified in the Agreement.

Both parties are expected to make a concerted and good faith effort to arrive at an Agreement, consistent with the provisions of PRC 5097.98. However, if the landowner and the MLD are unable to reach an Agreement, the landowner, ERO, and project sponsor shall ensure that the remains and/or mortuary materials are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance, consistent with state law.

Treatment of historic-period human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity, additionally, shall follow protocols laid out in the project's Archeological treatment documents, and in any related agreement established between the project sponsor, Medical Examiner and the ERO.

Cultural Resources Public Interpretation Plan. The project archeological consultant shall submit a Cultural Resources Public Interpretation Plan (CRPIP) if a significant archeological resource is discovered during a project. As directed by the ERO, a qualified design professional with demonstrated experience in displaying information and graphics to the public in a visually interesting manner, local artists, or community group may also be required to assist the project archeological consultant in preparation of the CRPIP. If the resource to be interpreted is a tribal cultural resource, the CRPIP shall be prepared in consultation with and developed with the participation of Ohlone tribal representatives. The CRPIP shall describe the interpretive product(s), locations or distribution of interpretive materials or displays, the proposed content and materials, the producers or artists of the displays or installation, and a long-term maintenance program. The CRPIP shall be sent to the ERO for review and approval. The CRPIP shall be implemented prior to occupancy of the project.

Final Archeological Resources Report. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. The archeological consultant shall submit a draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological, historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken, and if applicable, discusses curation arrangements.

Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one copy, and the ERO shall receive a copy of the transmittal of the ARR to the NWIC. The Environmental Planning Division of the Planning Department shall receive one bound copy and one unlocked, searchable PDF copy on digital medium of the approved FARR along with GIS shapefiles of the site and feature locations and copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.

Curation. Significant archeological collections shall be permanently curated at an established curatorial facility selected in consultation with the ERO.

Implementation of Mitigation Measure CR-1 would reduce the potentially significant impact to Native American archeological resources to a less-than-significant level.

There also is the potential for accidental discovery of archeological resources during project construction; in particular, isolate human remains. Implementation of **Mitigation Measure CR-2, Accidental Discovery**, would reduce the potential for the modified project to result in significant impacts to unanticipated archeological resources and to human remains, as defined in CEQA section 15064.5, consistent with the conclusion of the FEIR. Mitigation Measure CR-1 reflects updates to the mitigation measure consistent with current planning department practices and supersedes FEIR **Mitigation Measures I.D.1.a through I.D.1.d**.[23]

Mitigation Measure CR2: Accidental Discovery *(Implementing FEIR Mitigation Measures I.D.1.a through I.D.1.d)***.** The following mitigation measure is required to avoid any potential adverse effect from the proposed project on accidentally discovered buried or submerged historical resources as defined in CEQA Guidelines section 15064.5(a) and (c).

ALERT Sheet. The project sponsor shall distribute the Planning Department archeological resource "ALERT" sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soils-disturbing activities within the project site. Prior to any soils-disturbing activities being undertaken, each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel, including machine operators, field crew, pile drivers, supervisory personnel, etc. The project sponsor shall provide the Environmental Review Officer (ERO) with a signed affidavit from the responsible parties (prime contractor, subcontractor(s), and utilities firm) confirming that all field personnel have received copies of the Alert Sheet.

Discovery Stop Work and Notification. Should any indication of an archeological resource be encountered during any soils-disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils-disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should be undertaken.

[23] The full text of the Master Plan FEIR mitigation measures is available in the Final Mitigation Monitoring and Reporting Program (MMRP), as adopted by the Airport Commission in November 1992.

Archeological Consultant Identification and Evaluation. If the ERO determines that an archeological resource may be present within the project site, the project sponsor shall retain the services of an archeological consultant from the Qualified Archeological Consultant List maintained by the Planning Department. The archeological consultant shall advise the ERO as to whether the discovery is an archeological resource as well as if it retains sufficient integrity and is of potential scientific/historical/cultural significance. If an archeological resource is present, the archeological consultant shall identify, document, and evaluate the archeological resource. The archeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor.

Discovery Treatment Determination. Measures might include preservation in situ of the archeological resource; an archeological monitoring program; an archeological testing program; and/or an archeological interpretation program. If an archeological interpretive, monitoring, and/or testing program is required, it shall be consistent with the Environmental Planning Division guidelines for such programs and shall be implemented immediately. The ERO may also require that the project sponsor immediately implement a site security program if the archeological resource is at risk from vandalism, looting, or other damaging actions.

Consultation with Descendant Communities. On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. The ERO and project sponsor shall work with the tribal representative or other representatives of descendant communities to identify the scope of work to fulfill the requirements of this mitigation measure, which may include participation in preparation and review of deliverables (e.g., plans, interpretive materials, and artwork). Representatives shall be compensated for their work as identified in the agreed upon scope of work. A copy of the Final Archeological Resources Report (FARR) shall be provided to the representative of the descendant group.

Archeological Data Recovery Plan. If an archeological data recovery program is required by the ERO, the archeological data recovery program shall be conducted in accord with an archeological data recovery plan (ADRP). The project archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP. The archeological consultant shall prepare a draft ADRP that shall be submitted to the ERO for review and approval. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.

The scope of the ADRP shall include the following elements:

- Field Methods and Procedures. Descriptions of proposed field strategies, procedures, and operations.
- Cataloguing and Laboratory Analysis. Description of selected cataloguing system and artifact analysis procedures.
- Discard and Deaccession Policy. Description of and rationale for field and post-field discard and deaccession policies.
- Interpretive Program. Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program.
- Security Measures. Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities.
- Final Report. Description of proposed report format and distribution of results.
- Curation. Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Paleoenvironmental Analysis of Paleosols. When a submerged paleosol is identified during the testing program, irrespective of whether cultural material is present, samples shall be extracted and processed for dating, flotation for paleobotanical analysis, and other applicable special analyses pertinent to identification of possible cultural soils and for environmental reconstruction.

Human Remains and Funerary Objects. The treatment of human remains and funerary objects discovered during any soil-disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Medical Examiner of the City and County of San Francisco. The ERO also shall be notified immediately upon the discovery of human remains. In the event of the Medical Examiner's determination that the human remains are Native American remains, the Medical Examiner shall notify the California State Native American Heritage Commission, which will appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98(a)).

The landowner may consult with the project archeologist and project sponsor and shall consult with the MLD and CEQA lead agency on preservation in place or recovery of the remains and any scientific treatment alternatives. The landowner shall then make all reasonable efforts to develop an Agreement with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). Per PRC 5097.98 (b)(1), the Agreement shall address and take into consideration, as applicable and to the degree consistent with the wishes of the MLD, the appropriate excavation, removal, recordation, scientific analysis, custodianship prior to reinterment or curation, and final disposition of the human remains and funerary objects. If the MLD agrees to scientific analyses of the remains and/or funerary objects, the archeological consultant shall retain possession of the remains and funerary objects until completion of any

such analyses, after which the remains and funerary objects shall be reinterred or curated as specified in the Agreement.

Both parties are expected to make a concerted and good faith effort to arrive at an Agreement, consistent with the provisions of PRC 5097.98. However, if the landowner and the MLD are unable to reach an Agreement, the landowner, ERO, and project sponsor shall ensure that the remains and/or mortuary materials are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance, consistent with state law.

Treatment of historic-period human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity, additionally, shall follow protocols laid out in the project archeological treatment document, and other relevant agreement established between the project sponsor, Medical Examiner and the ERO.

Cultural Resources Public Interpretation Plan. The project archeological consultant shall submit a Cultural Resources Public Interpretation Plan (CRPIP) if a significant archeological resource is discovered during a project. As directed by the ERO, a qualified design professional with demonstrated experience in displaying information and graphics to the public in a visually interesting manner, local artists, or community group may also be required to assist the project archeological consultant in preparation of the CRPIP. If the resource to be interpreted is a tribal cultural resource, the CRPIP shall be prepared in consultation with and developed with the participation of Ohlone tribal representatives. The CRPIP shall describe the interpretive product(s), locations or distribution of interpretive materials or displays, the proposed content and materials, the producers or artists of the displays or installation, and a long-term maintenance program. The CRPIP shall be sent to the ERO for review and approval. The CRPIP shall be implemented prior to occupancy of the project.

Final Archeological Resources Report. The project archeological consultant shall submit a confidential draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource, describes the archeological and historical research methods employed in the archeological monitoring/data recovery program(s) undertaken, and discusses curation arrangements.

Once approved by the ERO, copies of the approved FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one copy, and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning Division of the Planning Department shall receive one bound copy and one unlocked, searchable PDF copy on digital medium of the FARR along with GIS shapefiles of the site and feature locations and copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources.

Curation. Significant archeological collections shall be permanently curated at an established curatorial facility selected in consultation with the ERO.

In summary, the modified project would not result in any impacts greater than those disclosed in the FEIR related to archeological resources with implementation of Mitigation Measures CR-1 and CR-2, which implement the mitigation measures identified in the FEIR. Therefore, the modified project would not result in any new significant or more severe impacts on archeological resources than those identified in the FEIR and would not require new mitigation measures.

CUMULATIVE IMPACTS

As discussed above, no historic resources are present on or adjacent to the modified project site. The modified project would not result in any new or substantially greater impacts to historic resources beyond those identified in the FEIR. Therefore, impacts from the modified project could not combine with other cumulative projects in the project vicinity to result in a significant cumulative impact on historic architectural resources.

Generally, the area for cumulative analysis of archeological resources is the project site where excavation would occur. None of the cumulative projects noted in Table 3, p. 11, would overlap with construction activities at the modified project site, nor are there any known archeological resources on the modified project site that extend beyond the boundaries of the project site and could be affected by nearby development. In addition, all cumulative projects at the Airport would be subject to Mitigation Measure CR-1, which would ensure that archeological analysis is conducted during project planning and appropriate treatment for potential resources are identified and implemented; and that if archeological resources or human remains are identified during construction they are treated appropriately. Therefore, impacts from the modified project could not combine with other cumulative projects in the project vicinity to result in a significant cumulative impact on archeological resources or human remains.

Tribal Cultural Resources

MASTER PLAN FEIR FINDINGS

The FEIR did not analyze impacts on tribal cultural resources, as this topic was not mandated for inclusion under CEQA until 2016.

MODIFIED PROJECT IMPACTS

There are no known archeological resources in the project vicinity that could be considered tribal cultural resources. The analysis above states there is the potential to uncover buried Native American archeological resources in the modified project site because reinforced concrete piles would be predrilled to bedrock (approximately 200 feet below ground). The City does not have record of any known tribal cultural resources in the modified project site. Consistent with prior consultation between the City and Ohlone tribal groups, all Native American sites identified would be considered to be potential tribal cultural resources.

Ground disturbing activities, including pile construction, could damage archeological resources that are considered tribal cultural resources, if present. Accordingly, the modified project would be subject to Mitigation Measure CR-1 and Mitigation Measure CR-2, as noted above. These measures include procedures upon discovery of any Native American cultural resources for Native American monitoring during construction activities, Native American consultation on data recovery analysis, and a public interpretation program to be developed in consultation with Native American representatives.

Implementation of these mitigation measures would reduce potential impacts on tribal cultural resources to a less-than-significant level.

CUMULATIVE IMPACTS

The FEIR did not make an impact determination specific to cumulative tribal cultural resource effects. The geographic extent of cumulative tribal cultural resources impacts is typically the project site, where excavation would occur. None of the cumulative projects noted in Table 3, p. 11, would overlap with activities at the modified project site. Therefore, with implementation of Mitigation Measure CR-1 and Mitigation Measure CR-2, impacts from the modified project could not combine with other cumulative projects in the project vicinity to result in a significant cumulative impact on tribal cultural resources.

Transportation and Circulation

MASTER PLAN FEIR FINDINGS

Transportation and circulation impacts of Master Plan projects were analyzed on pp. 125 to 152 and pp. 265 to 330 of the Master Plan FEIR. The Master Plan FEIR determined that several transportation and circulation impacts related to intersection, freeway ramp, and freeway mainline segment operations were potentially significant, but would be reduced to a less-than-significant level with implementation of the 11 mitigation measures identified in the Master Plan FEIR. The 11 transportation and circulation mitigation measures were designed to address the potential impacts through a variety of mechanisms that take a comprehensive, system-wide approach to reducing single-occupant vehicle trips, increasing transit access, and upgrading airport roadway infrastructure to accommodate anticipated demand. To the extent that transportation mitigation measures would not avoid or substantially lessen the impacts of Master Plan projects, the Airport Commission made a finding that the environmental, economic, and social benefits of the Master Plan would override the remaining impacts related to traffic, as stated fully in the Airport Commission's adoption of the Statement of Overriding Considerations.[24]

MODIFIED PROJECT TRAVEL DEMAND METHODOLOGY AND RESULTS

The modified project would not affect the level of air traffic and thus would have no effect on passenger travel to and from the Airport. With respect to employee and cargo travel demand, the main component of the modified project that would generate vehicle trips is the proposed approximately 285,000 square-foot Building 662. Other project components (e.g., RON aircraft parking, an elevated walkway connecting to other Airport facilities, and realignment of a VSR) would not affect vehicle trip generation. The size of the proposed cargo facilities would be within the parameters of—and consistent with—the cargo facilities studied as part of the Master Plan FEIR. As detailed in Table 3, p. 11, based on the cargo space analyzed in the Master Plan FEIR and subsequent new construction and demolition of cargo facilities, approximately 506,955 square feet of cargo space that was analyzed in the FEIR remains unbuilt. With implementation of the modified project, approximately 461,955 square feet of cargo space would remain unbuilt under the Master Plan FEIR. Therefore, the facilities included in the modified project would not result in an increase in employee activity (i.e., vehicle trips to and from the Airport) beyond what was evaluated in the Master Plan FEIR.

[24] Airport Commission, SFO Master Plan, *Findings Related to the Approval of the SFIA Master Plan*, November 3, 1992, pp. 58 to 62).

MODIFIED PROJECT IMPACTS

CONSTRUCTION

Demolition of Building 660 and the surrounding pavement would begin in February 2024 and be completed in July 2024. Construction of the interim RON aircraft parking pavement would begin in August 2024 and be completed in May 2025. The interim RON aircraft parking positions would be in use for approximately 24 months, between 2025 and 2027. Construction of Building 662 would begin in September 2027 and be completed by December 2029.

During the construction period, the number of construction trucks traveling to and from the site would vary depending on the phase and the type of construction activity. North McDonnell Road and West Field Road would be used to access the modified project site. Throughout construction of the modified project there would be additional construction trucks on these roadways, both of which (North McDonnell Road and West Field Road) have bicycle lanes and/or shared-lane striping. Thus, construction trucks entering the modified project site could affect pedestrians or people bicycling. The modified project would be required to implement the Airport Standard Construction Measure (ASCM) related to construction traffic (Division 01 55 26).[25] This ASCM requires that a Traffic and Pedestrian Detour Routing Plan be prepared by the contractor(s) to reduce project impacts on the surface transportation network, including people bicycling. The Plan must be based on the California Manual on Uniform Traffic Control Devices and in compliance with Airport traffic regulations and the San Francisco Police Department's Airport Bureau policy. The Plan also includes provisions for the storage and staging of construction vehicles, equipment, and materials, and requires the submittal and approval of a site-specific Traffic Control Plan for any road or lane closures. With implementation of a Traffic and Pedestrian Detour Routing Plan, construction trucks would not substantially affect pedestrians or bicyclists. Moreover, construction staging and delivery activities would occur on Airport property, at Plot 11, northwest of the modified project area; materials and equipment would not be staged on sidewalks.

Temporary closures of travel lanes or sidewalks on the roadway providing access to the modified project site from West Field Road may be required at times during certain construction activities (e.g., elevated walkway construction; curb, gutter, sidewalk replacement) associated with the modified project. Pedestrians would be directed to cross to the other side of the street. Transit operations at the nearby SamTrans bus stop and AirTrain Station on North McDonnell Road and the SFO employee parking shuttle stop at the West Field Garage to the north of the modified project site on West Field Road would not be interrupted by construction activities. Any temporary traffic lane, bicycle lane, parking lane, or sidewalk closures would be required to conform to the Traffic and Pedestrian Detour Routing Plan, which would reduce the modified project's impacts.

The Master Plan FEIR did not identify any significant transportation and circulation impacts related to construction and did not require any mitigation measures. Compliance with the ASCM would be sufficient to reduce impacts to less-than-significant levels. Therefore, construction of the modified project would not create potentially hazardous conditions for pedestrians, bicycling, driving, or riding transit; would not interfere with emergency access; and would not interfere with accessibility for pedestrians or bicycling; and would not substantially delay transit. As such, the modified project would not result in significant construction-related impacts related to pedestrians, bicycling, driving, or taking public transit. As such,

[25] San Francisco International Airport. *Airport Standard Construction Measures Implementation in Construction Contracts and Maintenance Projects*, March 3, 2020.

the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

OPERATION

POTENTIALLY HAZARDOUS CONDITIONS

As stated above, the modified project would include an elevated pedestrian walkway that would connect Building 662 and nearby facilities to the West Field Road AirTrain station. The elevated pedestrian walkway would limit pedestrian interaction with traffic on West Field Road and improve access between the future Building 670, the West Field Parking Garage, and public transit (SamTrans at North McDonnell Road, BART via the AirTrain). SamTrans would continue to provide service to the existing bus stop on the north side of the North McDonnell Road/West Field Road intersection. Existing bicycle facilities on North McDonnell Road and West Field Road would remain unchanged with implementation of the modified project.

Bicycle and pedestrian impacts were determined to be less-than-significant in the Master Plan FEIR and no mitigation measures were required. The Master Plan FEIR did not address potentially hazardous conditions as it relates to driving or transit operations. Project operations would result in less-than-significant impacts related to potentially hazardous conditions for pedestrians, bicycling, or driving and public transit, and no mitigation measures are required. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

GENERAL ACCESSIBILITY AND EMERGENCY ACCESS

As discussed above, pedestrian and bicycle access would continue to be provided on sidewalks and streets adjacent to the modified project site with implementation of the modified project. Additionally, the proposed elevated pedestrian walkway would minimize pedestrian crossings along West Field Road and at the North McDonnell Road/West Field Road intersection by providing a grade-separated pedestrian connection from the modified project site to the AirTrain Station. The modified project would not introduce unsafe design features or incompatible uses or restrict emergency vehicles from accessing the site or nearby areas. Similarly, the modified project would not generate activities that would interfere with access or circulation for pedestrians or bicyclists.

The FEIR did not specifically address emergency access. However, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

TRANSIT

The Transportation Impact Analysis Guidelines for Environmental Review[26] set forth a screening criterion for projects that would typically not result in significant impacts related to public transit delay. As discussed above, the modified project would not cause an increase in travel demand as compared to the

[26] San Francisco Planning Department, Transportation Impact Analysis Guidelines Update: Summary of Changes Memorandum, February 14, 2019, last updated in October 2019, https://sfplanning.org/project/transportation-impact-analysis-guidelines-environmental-review-update#impact-analysis-guidelines, accessed July 20, 2022.

Master Plan FEIR, and therefore would not result in additional vehicle trips that could cause delay to transit vehicles operating near the modified project site. Based on this determination, the modified project would generate fewer than 300 vehicle trips during the p.m. peak hour, which is the screening criterion for transit delay. Therefore, the modified project meets the screening criterion, and impacts on transit delay and operations would be less than significant.

The Master Plan FEIR discussed increased transit loadings on BART, Caltrain, and SamTrans, but did not identify any potentially significant impacts with respect to transit delay or transit capacity utilization, and no mitigation measures were required. The planning department no longer considers transit capacity utilization impacts, but rather whether implementation of a project would increase transit travel times and substantially delay transit or create potentially hazardous conditions for transit operations. For the reasons described above, operation of the modified project would not substantially delay transit, and the modified project impacts related to transit would be less than significant and no mitigation measures are required. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

VEHICLE MILES TRAVELED ASSESSMENT

The modified project would introduce approximately 75 employees on the project site, and the size of Building 662 would be within the parameters of—and consistent with—the cargo facilities studied as part of the Master Plan FEIR. Therefore, it would not result in an increase in employment beyond that analyzed in the Master Plan FEIR. Furthermore, the modified project site meets the proximity to transit stations screening criterion due to its location less than a half-mile from the San Francisco International Airport BART Station, a major transit stop.[27] In addition to BART, the modified project site is directly served by the AirTrain and SamTrans 292, 397, and 398 bus routes. Consequently, the modified project would not cause an increase in travel demand as compared to the Master Plan FEIR and would not result in a substantial increase in vehicle miles traveled (VMT).

The modified project would include features that would alter the transportation network. These features include reconstructed sidewalks, new or relocated driveways, and new pedestrian facilities to accommodate access between the modified project site and the larger proposed elevated walkway network above West Field Road. These types of transportation network alterations qualify as “active transportation, rightsizing (i.e., Road Diet) and Transit Project,” or “other minor transportation project” as defined in the Transportation Impact Analysis Guidelines for Environmental Review. The planning department has determined that these categories of transportation network alterations would not substantially induce automobile travel.

The Master Plan FEIR did not analyze impacts related to VMT or substantially inducing automobile travel. However, for the reasons noted above, the modified project would result in less-than-significant impacts related to VMT and induced automobile travel, and no mitigation measures are required. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

[27] The modified project meets the definition of a small project (per the planning department’s transportation impact analysis guidelines), which is a project that would not result in over 100 vehicle trips per day or would have less than or equal to 10,000 square feet of retail.

LOADING

With regard to loading, all temporary and permanent loading would occur on Airport property, and not within public rights-of-way. Moreover, internal roadways within the modified project site would be able to accommodate any queuing or double-parked vehicles from passenger or freight loading activities. Therefore, the modified project would not result in secondary impacts on people bicycling and public transit delay and would not result in any new or substantially greater impacts with respect to loading beyond those identified in the Master Plan FEIR. No new mitigation measures would be required.

PARKING

As described in the modified project description, Building 662 would include approximately 15 vehicle parking spaces for visitors and up to 28 truck loading docks. An additional 75 parking stalls designated for use by Building 662 employees would be provided at the approved, but not-yet-built West Field Parking Garage, accessible via the proposed elevated pedestrian walkway connecting Building 662 and nearby facilities to the West Field Road AirTrain station. A truck loading area consisting of seven truck docks and two truck loading areas with access to the VSR, would be located on the north side of the building between Building 662 and the RON aircraft parking positions. Compared to the existing Building 660 that would be demolished as part of the modified project, which contains approximately 33 public and 37 employee parking spaces, this represents a decrease in off-street parking capacity at the modified project site of approximately 55 spaces.

As stated above, 75 additional spaces at the approved, but not-yet-built West Field Parking Garage would be allocated for use by Building 662 employees, representing a net increase in the overall number of parking spaces. The Master Plan FEIR analyzed a net increase of 7,340 parking spaces, and Addendum 6 to the Master Plan FEIR evaluated the Consolidated Administration Campus' proposed increase of 1,105 net new parking spaces at the West Field Parking Garage.[28] Since the proposed increase in parking at the Consolidated Administration Campus was environmentally cleared, those parking spaces that would be allocated to the West Field Parking Garage for use by Building 662 employees are not analyzed in this addendum.

The reduced parking supply at the modified project site would result in a lower ratio of employee parking spaces to employees, as compared to that analyzed in the Master Plan FEIR. Therefore, the modified project would not conflict with efforts to reduce single-occupancy vehicle travel. It is noted that a parking shortfall, in and of itself, would not result in a significant impact on the environment.[29] Secondary effects related to safety or accessibility for pedestrians, bicycling, or driving; emergency access; and delays to public transit, would not occur because the proposed supply of 15 visitor parking spaces would be adequate to accommodate proposed Building 662 cargo/warehouse uses. In the unlikely event that parking demand cannot be accommodated, vehicles would drive to other nearby Airport parking facilities. Furthermore, the modified project site is accessible by other travel modes (e.g., BART, AirTrain, SamTrans) that could be used by visitors as an alternative to driving and parking if parking is not available. As such, the modified project would not result in new significant impacts that were not

[28] San Francisco Planning Department, Addendum 6 to the San Francisco International Airport Master Plan Final Environmental Impact Report: SFO Consolidated Administration Campus. May 17, 2021. Case No. 2019-006583ETM.
[29] San Francisco Planning Department, *Transportation Impact Analysis Guidelines*, Appendix O, Vehicular Parking, February 14, 2019, last updated October 2019, https://sfplanning.org/project/transportation-impact-analysis-guidelines-environmental-review-update#impact-analysis-guidelines, accessed July 20, 2022.

previously identified in the Master Plan FEIR, would not result in more severe impacts than those identified in the FEIR, and would not require new mitigation measures.

CUMULATIVE IMPACTS

The cumulative context for transportation and circulation impacts is typically localized, in the immediate vicinity of the modified project site or at the neighborhood level. While the current context of cumulative projects has changed from that analyzed in the Master Plan FEIR (see Table 3, p. 11), this revised cumulative context would not result in a change in the conclusions set forth in the FEIR regarding the potential for cumulative impacts. As noted above, the modified project would not exceed the amount of cargo space analyzed in the Master Plan FEIR and, therefore, would not cause an increase in travel demand as compared to the Master Plan FEIR. Based on this, the modified project would not result in any new or greater transportation impacts identified in the Master Plan FEIR. As such, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact.

Noise

MASTER PLAN FEIR FINDINGS

Noise impacts of the Master Plan projects were analyzed on pp. 153 to 170 and pp. 331 to 352 of the Master Plan FEIR. Aircraft noise metrics are described on pp. 153 to 154 in Volume I and Appendix C, Noise, in Volume III of the FEIR.

The FEIR determined that pile driving, if needed during construction activities, would affect nearby residential areas located west of the Airport. The Master Plan FEIR concluded (p. 435) that construction pile-driving noise, while temporary, would be significant and would exceed the State Department of Health Services' Recommended Land Use Compatibility Guidelines for Community Noise.[30] However, temporary construction noise impacts associated with implementation of the Master Plan have been avoided or substantially lessened, to the maximum extent possible, through implementation of mitigation measures specified in the MMRP for the Master Plan FEIR, including mitigation measures I.C.1.a, Noise Reduction Measures; I.C.1.b, Predrilling Holes; I.C.1.c, Restrictions on Pile Driving; and I.C.1.d, Construction Barriers. To the extent that construction noise mitigation measures specified in the MMRP might not avoid or substantially lessen the impacts of Master Plan projects, the Airport Commission made the finding that the environmental, economic, and social benefits of the Master Plan would override the remaining impacts related to construction noise, as stated fully in the Airport Commission's adoption of the Statement of Overriding Considerations.[31]

The FEIR analyzed future peak-hour operational noise from vehicles on U.S. 101 and local roads that serve the Airport and determined that the Master Plan projects would yield a net increase of 2 decibels (dB) higher than existing ambient noise levels on the roads. The FEIR concluded that a 2 dB noise level increase would not be perceptible to people, and thus would not exceed the applicable threshold of an increase of 5 A-weighted decibels (dBA). Therefore, the FEIR determined that operational ground-level vehicle traffic would be less than significant.

[30] State of California Governor's Office of Planning and Research, *General Plan Guidelines*, Appendix D: Noise Element Guidelines.
[31] Airport Commission, SFO Master Plan, *Findings Related to the Approval of the SFIA Master Plan*, November 3, 1992, pp. 58 to 62.

MODIFIED PROJECT IMPACTS

CONSTRUCTION NOISE AND VIBRATION

The nearest sensitive receptors to the modified project site are the Belle Air Elementary School at 450 Third Avenue in San Bruno (approximately 1,900 feet northwest of the modified project site and U.S. 101) and single-family residences at Seventh Avenue in San Bruno (approximately 2,100 feet northwest of the modified project site and U.S. 101).

The duration of construction for the modified project would be 42 months (approximately 15 months for demolition of Building 660 and construction of the interim RON aircraft parking and approximately 27 months for construction of Building 662, the permanent RON aircraft parking positions, the elevated walkway, and the realignment of the AOA fence and a segment of the VSR); however, pile driving activities are not anticipated to be required for the modified project because the reinforced concrete piles would be predrilled to bedrock, cast in place, and then capped. Other construction activities associated with the modified project, including demolition, grading, excavating, compacting soil, and comparable activities, would be similar to those described in the Master Plan FEIR. Heavy construction equipment, including excavators, front end loaders, graders, rollers, bulldozers, construction cranes, and dump trucks, may cause temporary increases in vibration levels near the modified project site. Due to the types of land uses in the area immediately surrounding the modified project site and the approximately 1,900-foot distance to the nearest sensitive receptor (Belle Air Elementary School), construction noise would not have a substantial impact on or near the site or on any sensitive receptors.

Nevertheless, the modified project would implement the following Master Plan FEIR mitigation measures: **Mitigation Measures I.C.1.a, Noise Reduction Measures**; **I.C.1.b, Predrilling Holes**; and **I.C.1.d., Construction Barriers**, as well as the ASCM regarding noise reduction strategies during construction (Division 01 57, 00).[32] These measures require construction contractors to muffle and shield construction vehicles and to use electric power rather than diesel-power, as feasible; predrill holes for foundation piles; and install barriers around the site and stationary equipment; and, if possible, to locate such equipment in pitted/excavated areas. Therefore, the modified project would not result in new significant noise impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe noise impacts than those identified in the FEIR, and would not require new mitigation measures.

Construction of the modified project would not require the use of pile drivers; therefore, construction-related vibration impacts caused by pile driving would not occur. Construction activities would include demolition, grading, and excavation, which would have the potential to generate low levels of groundborne vibration from vibratory rollers, hoe rams, large bulldozers, caisson drilling, loaded trucks and jackhammers. As such, any existing structures located within 25 feet of the modified project site could be exposed to the generation of excessive groundborne vibration or groundborne noise levels related to construction activities since equipment could exceed the criteria of 0.2 inches per second applicable to fragile and historic structures.[33]

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[32] San Francisco International Airport, *Airport Standard Construction Measures Implementation in Construction Contracts and Maintenance Projects*, March 3, 2020.
[33] Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, FTA Report No. 0123, September 2018, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf, accessed July 13, 2022.

As shown in **Table 4**, construction vibration levels could reach as high as approximately 0.21-inch-per-second peak particle velocity at 25 feet from the source, depending on the type of construction equipment in use. Construction activity that would occur closest to existing structures would be demolition and redevelopment, which would occur 80 and 100 feet from Buildings 674 and 638, respectively. These vibration levels would be below the building damage thresholds (0.5-inch-per-second peak particle velocity) for non-historic structures. Therefore, the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

Table 4 Vibration Source Levels for Modified Project Construction Equipment

Equipment	Approximate peak particle velocity (in/sec)		
	25 Feet (reference)	50 Feet	70 Feet
Vibratory Compactor	0.21	0.10	0.068
Caisson Drill and Hoe Ram	0.089	0.042	0.029
Loaded Trucks	0.076	0.035	0.024
Jackhammer	0.035	0.016	0.011

SOURCE: Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, September 2018.

TRAFFIC-GENERATED NOISE

The modified project would not affect the level of air traffic and thus would have no effect on passenger travel to and from the Airport. With respect to employee and cargo travel demand, the main component of the modified project that would generate vehicle trips is the proposed approximately 285,000 square-foot Building 662, which would add approximately 75 employees to the project site. Other project components (e.g., RON aircraft parking, an elevated walkway connecting to other Airport facilities, and realignment of a VSR) would not affect vehicle trip generation. The size of the proposed Building 662 would be within the parameters of—and consistent with—the cargo facilities studied as part of the Master Plan FEIR. Consequently, there would be no incremental increase in traffic that could result in a measurable difference in traffic noise, and the modified project would not result in new significant impacts that were not previously identified in the Master Plan FEIR, would not result in more-severe impacts than those identified in the FEIR, and would not require new mitigation measures.

OPERATIONAL NOISE

Operational noise, including aircraft noise related to RON aircraft parking, would likewise be comparable to that identified in the Master Plan FEIR since the modified project includes the same types of buildings, mechanical equipment, and RON aircraft parking positions as analyzed in the FEIR. The modified project also would not induce aircraft operations, and both the interim and permanent RON aircraft parking would occur in generally the same area as under existing conditions. The modified project would have no effect on air travel and thus would not result in any changes in aircraft noise as compared to the analysis in the Master Plan FEIR.

Based on the above, the modified project would not result in any new significant noise impacts beyond those identified in the FEIR or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

CUMULATIVE IMPACTS

With the exception of the Shoreline Protection Program, the other cumulative projects identified in Table 3, p. 11, would include drilling and cast-in-place pile installation techniques that would avoid noise impacts associated with impact or vibratory pile driving and only result in noise from standard construction equipment such as from excavators, rollers, hoe rams, bulldozers, drill rigs, cranes, forklifts and jackhammers. Where pile driving or vibratory pile driving would occur as part of the Shoreline Protection Program, these areas are over 3,100 feet from the modified project site. At this distance, noise from impact pile driving would be reduced to 58 dBA,[34] which is well below the existing noise level at the modified project site. The distance of these cumulative projects from the modified project and the nearest sensitive receptors would be sufficient to avoid cumulative construction noise impacts from standard construction equipment activities. With respect to cumulative vibration impacts, the distance between the modified project and cumulative projects would be sufficient to attenuate vibration contributions from these other projects to below the most stringent standard of 0.2 inches per second applicable to fragile and historic structures. Therefore, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact, and no further analysis is required.

Air Quality

MASTER PLAN FEIR FINDINGS

Air quality impacts of Master Plan projects are analyzed on pp. 171 to 177 and pp. 353 to 365 of the Master Plan FEIR. The Master Plan FEIR determined construction-related air quality impacts would be less than significant and identified significant and unavoidable impacts with respect to hydrocarbons (HC), nitrides of oxygen (NOx), carbon monoxide (CO), sulfur oxides (SOx), and coarse particulate matter (PM_{10}) emissions from operations, which were the pollutants analyzed in the FEIR. Reactive organic gases (ROG) and fine particulate matter ($PM_{2.5}$) were not included as pollutants of concern at the time of the Master Plan FEIR, as discussed below. The Master Plan FEIR also did not analyze potential health risk or odor impacts associated with construction or operation of the Master Plan projects. The Master Plan FEIR combined all Master Plan projects in its air quality analysis and did not disclose air quality impacts for individual projects or land use types. Therefore, the Master Plan FEIR evaluated emissions from aircraft and ground support vehicles as well as the construction and operation of cargo facilities.

The construction air quality impact analysis in the Master Plan FEIR qualitatively analyzed fugitive dust emissions and concluded that construction activities have the potential to cause ambient concentrations to exceed the state average of 50 micrograms per cubic meter ($\mu g/m^3$) without mitigation. With implementation of Mitigation Measure I.B.1.a, Construction Period Activities (which includes implementation of construction period measures to reduce emissions of particulates and other pollutants), the Master Plan FEIR concluded that impacts from construction emissions of PM_{10} would be reduced to less-than-significant levels. The Master Plan FEIR stated that hydrocarbons would be emitted

[34] Calculated using the Roadway Construction Model (version 1.1) of the Federal Highway Administration (2008) assuming no intervening structures.

from paving activities, and other criteria air pollutants would be emitted from construction vehicles and equipment. These emissions were found to be less than significant because they were temporary and would only incrementally contribute to local and regional air quality.

Operational impacts were assessed for two operational years: 1992 and 2006. **Table 5** shows the operational emissions as disclosed in the Master Plan FEIR. As shown in the table, emissions of HC, NOx, CO, SOx, and PM_{10} were expected to exceed applicable thresholds. The Master Plan FEIR found that with implementation of Mitigation Measures I.A.1.a, Fund and Implement a Transportation System Management Program; I.B.1.b, Manage Aircraft Operating Procedures; and l.B.1.c Adopt the Transportation System Management Program,[35] operational emissions from the Master Plan would be reduced, but not to less-than-significant levels.

Table 5 Master Plan FEIR – Total Daily Air Pollutant Emissions

	HC[a]	NOx	CO	SOx	PM_{10}[a]
POUNDS PER DAY					
1992	3,800	4,000	17,600	0	1,200
2006	11,000	8,400	48,600	200	3,400
1992 Air District Thresholds	150	150	550	150	150
2006 Air District Thresholds	80	80	N/A[b]	N/A[b]	80
Exceed Threshold?	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**

SOURCE: Master Plan FEIR Table 61, p. 364.

NOTE:

[a] ROG and $PM_{2.5}$ were not considered in the Master Plan FEIR.

[b] N/A = not applicable; the air district did not provide significance thresholds for CO and SOx in 2006.

REGULATORY CONTEXT

The Bay Area Air Quality Management District is the regional air quality management agency with jurisdiction over the nine-county San Francisco Bay Area Air Basin (SFBAAB), which includes San Francisco, Alameda, Contra Costa, Marin, San Mateo, Santa Clara, and Napa Counties, as well as portions of Sonoma and Solano Counties. The air district is responsible for ensuring that air quality in the SFBAAB attains and maintains federal and state ambient air quality standards, as established by the federal Clean Air Act (CAA) and the California Clean Air Act (CCAA), respectively. State and federal ambient air quality standards have been established for the following six criteria air pollutants: ozone, CO, particulate matter (PM), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), and lead.

The Master Plan FEIR did not consider ROG or $PM_{2.5}$ as pollutants of concern. At the time of the Master Plan FEIR, hydrocarbons were analyzed instead of ROG and the U.S. Environmental Protection Agency had yet to consider $PM_{2.5}$ separate from PM_{10}. Since that time, both pollutants have been added as pollutants of concern. As noted above, the Master Plan FEIR also did not discuss potential health risk or odor impacts related to construction or operational activities of the Master Plan; however, both health

[35] San Francisco International Airport, *Exhibit B to Findings, Mitigation Monitoring Program, San Francisco International Airport Master Plan Mitigation Measures*, November 3, 1992.

risk and odor impacts are discussed qualitatively in the analysis herein, consistent with the CEQA Guidelines.

The 2017 Bay Area Clean Air Plan is the applicable planning document for the air district. The 2017 Clean Air Plan, among other aspects, limits fossil fuel combustion, promotes clean fuels, accelerates low carbon buildings, advances electric vehicles, and promotes making buildings cleaner and more efficient. The modified project would be required to comply with the 2017 Clean Air Plan. Consistency with the 2017 Clean Air Plan is discussed in detail below.

APPROACH TO ANALYSIS

The Master Plan FEIR did not separate emissions by land use or for individual Master Plan projects. Therefore, to provide a basis for comparison to the emissions that would be generated during construction of the modified project, this analysis quantifies emissions associated with construction of the Master Plan cargo facilities and emissions associated with construction of the modified project.

Construction of the modified project would begin in the year 2024 and would be completed by 2029 (excluding the approximately 24 months the modified project site would be used for interim RON aircraft parking). Since the Master Plan FEIR does not provide a specific construction schedule but only a range from 1990 through 2006, construction of the Master Plan cargo facilities is assumed to span approximately the same number of years, beginning in 1992 when the Master Plan FEIR was adopted. As such, this analysis uses historic emission rates for off-road and on-road sources for the purpose of quantifying emissions associated with construction of the Master Plan facilities. Emissions resulting from construction of the modified project are based on emission factors for off-road and on-road vehicles associated with aforementioned construction years of 2024 through 2029. Construction emissions from the Master Plan cargo facilities and the modified project resulting from off-road construction sources were modeled using California Emissions Estimator Model (CalEEMod) version 2022.1. Construction emissions resulting from on-road vehicle trips were modeled outside of CalEEMod using EMFAC2021 emission factors.

Operational emissions were not analyzed for either the Master Plan cargo facilities or the modified project since the modified project would be within the development envelope analyzed in the Master Plan FEIR. The interim and permanent RON aircraft parking also would not induce aircraft operations and would occur in generally the same area as under existing conditions. Therefore, air quality emissions from operation of the modified project would not result in a new significant effect or a substantial increase in the severity of air quality effects compared to the FEIR. For this reason, operational air quality emissions are not analyzed further.

With respect to criteria air pollutants, although hydrocarbons were analyzed in the Master Plan FEIR, they are no longer considered a pollutant of concern and therefore were not analyzed as part of the modified project air quality analysis. Conversely, although ROG and $PM_{2.5}$ were not analyzed in the Master Plan FEIR, they are currently considered pollutants of concern and are thus analyzed herein. [36]

[36] Reactive Organic Gas (ROG) includes any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, and other low-reactive organic compounds such as methane and ethane. Hydrocarbons (HC) are organic chemical compounds composed entirely of hydrogen and carbon, such as methane and ethane compounds. ROG includes HC compounds, except for a few exempt HC compounds due to their low reactivity, such as methane and ethane, which are expected to have low ozone formation impacts in the near-term.

As discussed above, the California Air Resources Board (CARB) has implemented a number of regulations to reduce pollutant emissions from mobile sources. These regulations govern the emissions standards, and therefore the emission factors that were used to estimate mobile source emissions for both the Master Plan and the modified project. The regulations have reduced emissions significantly since the early 1990s to the present. EMFAC2021 was used to model mobile emissions, which takes into account the emission factors for vehicles based on their model year and the year of operation. In general, emission factors have decreased between 1992 and 2029 (final construction year for the modified project) due to the regulations put in place by CARB, which result in increased efficiency and reduced pollutant emissions for newer model year vehicles.[37]

MODIFIED PROJECT IMPACTS

CRITERIA AIR POLLUTANTS AND FUGITIVE DUST

Construction equipment is a major source of pollution within the state. CARB has implemented regulations to reduce emissions from off-road construction equipment, such as those that would be used for the modified project. In 2014, CARB implemented the Regulation for In-use Off-Road Diesel-Fueled Fleets (Off-Road Regulation) to ensure that older, less efficient equipment fleets are replaced with newer, cleaner fleets. In addition to idling being limited to 5 minutes or less in any one location, CARB regulations require that by January 2019 all fleets must meet average emissions targets or implement best available control technologies to reduce fleet emissions. Construction duration is assumed to be approximately the same for both the Master Plan cargo facilities and the modified project. However, given the implementation of the Off-Road Regulation, emissions resulting from the construction fleet for the modified project would be less than the construction fleet emissions resulting from the cargo facilities analyzed in the Master Plan FEIR. Additionally, compliance with the ASCM regarding dust control during construction (Division 01 57 00)[38] would reduce the modified project's impact regarding fugitive dust emissions to a less-than-significant level, as discussed in further detail below. **Table 6** shows the construction emissions estimated for the modified project (including the RON aircraft parking, the elevated walkway connecting to other Airport facilities, and realignment of a VSR) compared to the construction emissions estimated for the Master Plan cargo facilities. Both emissions scenarios include implementation of fugitive dust reduction as required based on the year construction would occur. As shown in Table 6, the modified project would have less daily construction emissions than the cargo facilities component analyzed in the Master Plan FEIR. Construction of the modified project would not change the conclusions of the FEIR with respect to construction emissions. Likewise, the modified project would not result in a new significant impact or a substantial increase in the severity of construction emissions impacts as compared to the Master Plan FEIR.

[37] Environmental Science Associates, *SFO Consolidated Administration Campus: Air Quality Supporting Information*, May 17, 2021.
[38] San Francisco International Airport. *Airport Standard Construction Measures Implementation in Construction Contracts and Maintenance Projects*, March 3, 2020.

Table 6 **Regional Construction Emissions (Unmitigated) (lbs/day)**

	ROG	NOx	PM_{10}[a]	$PM_{2.5}$[a]
MAXIMUM DAILY – MASTER PLAN CARGO FACILITIES				
1992	50	433	26	26
1993	56	376	29	29
1994	56	376	29	29
1995	56	376	29	29
1996	56	376	29	29
1997	56	376	29	29
1998	56	376	29	29
1999	75	391	31	31
Maximum Daily	*75*	*433*	*31*	*31*
MAXIMUM DAILY – MODIFIED PROJECT				
2024	11	15	<1	<1
2025	36	2	<1	<1
2026	0	0	0	0
2027	9	6	<1	<1
2028	48	4	<1	<1
2029	53	7	<1	<1
Maximum Daily	*53*	*15*	*<1*	*<1*
Difference	***(22)***	***(418)***	***(30)***	***(30)***

SOURCES: ESA 2020; ESA 2022.

NOTES:

Emission quantities are rounded to "whole number" values. Therefore, the "total" values presented herein may be one unit more or less than actual values. Exact values (i.e., non-rounded) are provided in the CalEEMod model printout sheets and/or calculation worksheets that are presented in Environmental Science Associates, *SFO Consolidated Administration Campus: Air Quality Supporting Information*, May 17, 2021.

[a] PM_{10} and $PM_{2.5}$ emission estimates are based on compliance with air district methodology and only addresses exhaust emissions. Fugitive emissions are discussed qualitatively.

With implementation of the ASCM regarding dust control during construction, the modified project would not result in any new dust-related air quality impacts beyond those identified in the Master Plan FEIR or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

HEALTH RISK AND HEALTH HAZARDS

With respect to construction health risks, heavy equipment, including construction equipment, generates emissions of toxic air contaminants (TACs) such as diesel particulate matter, which has been identified as a carcinogen by the California Office of Environmental Health Hazard Assessment. The air district recommends that a health risk assessment be conducted when sources of TACs are within 1,000 feet of

sensitive receptors. However, given that there are no residences, schools, childcare centers, or other such sensitive land uses within 1,000 feet of the modified project site (the closest sensitive receptor is Belle Air Elementary School located approximately 1,900 feet northwest of the modified project site), a quantitative construction health risk analysis is not warranted and the modified project would not result in health risk impacts on any sensitive receptors. Therefore, the modified project would not result in a new significant air quality impact related to construction or a substantial increase in the severity of air quality impacts identified in the Master Plan FEIR, and no new mitigation measures would be required.

CARBON MONOXIDE HOTSPOTS

The Master Plan FEIR states that by 2006, the CO standard would only be violated at one intersection and at three intersections under the 1992 traffic conditions. As discussed under "Approach to Analysis" above, the modified project's operational emissions would be less than emissions in the Master Plan FEIR, including emissions of CO. Since preparation of the FEIR, the state has experienced an overall decrease in CO emissions from vehicles, which has reduced CO hotspot impacts substantially throughout the state. Therefore, because the modified project would be built more than a decade after it was originally planned to be constructed, the modified project would not result in a new significant impact related to emissions from CO or a substantial increase in the severity of impacts as compared to those in the Master Plan FEIR.

CONSISTENCY WITH THE 2017 CLEAN AIR PLAN

Through implementation of Mitigation Measure I.B.1.a, Construction Period Activities, the FEIR demonstrated that Master Plan projects would be consistent with the Bay Area 1991 Clean Air Plan. With implementation of ASCM Division 01 57 00 regarding dust control during construction, the modified project would be consistent with the control measures listed in the 2017 Clean Air Plan, the region's current air quality plan. Additionally, the modified project would not disrupt, delay, or otherwise hinder implementation of the 2017 Clean Air Plan. Control strategies in the 2017 Clean Air Plan that are applicable to the modified project include reducing motor vehicles by promoting alternative travel, accelerating widespread adoption of electric vehicles, and promoting energy and water efficiencies in both new and existing buildings. The modified project would comply with these strategies by encouraging alternative transportation through the implementation of programs such as a vehicle sharing program, as well as installation of designated bike lanes and storage racks throughout the Airport. Finally, the modified project would be consistent with the 2019 Title 24 building standards, which require reductions to building energy and water consumption associated with cargo building land uses. Therefore, the modified project would be consistent with the 2017 Clean Air Plan.

ODORS

The Master Plan FEIR did not analyze potential odor impacts associated with the Master Plan projects.

Typical odor sources of concern include wastewater treatment plants, sanitary landfills, transfer stations, composting facilities, petroleum refineries, asphalt batch plants, chemical manufacturing facilities, fiberglass manufacturing facilities, auto body shops, rendering plants, and coffee roasting facilities. During construction, diesel exhaust from construction equipment would generate some odors. However, construction-related odors would be temporary and would not persist after construction is complete. During operations, the modified project's uses would not generate substantial odors of concern.

Given that the modified project is consistent with the land uses analyzed in the Master Plan FEIR, the modified project would not result in any new significant air quality or odor impacts or substantially increase the severity of a significant impact, and no new mitigation measures would be required.

CUMULATIVE IMPACTS

Regional air pollution is by its very nature a cumulative impact. Emissions from cumulative projects contribute to the region's adverse air quality on a cumulative basis. No single project by itself would be sufficient in size to result in regional nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulative adverse air quality impacts.[39]

The modified project would not exceed the Master Plan FEIR's construction or operational emissions of criterial air pollutants; therefore, the modified project would not result in any significant cumulative impacts that were not previously identified in the FEIR.

The modified project would add new sources of TACs (e.g., construction emissions). However, given that there are no residences, schools, childcare centers, or other such sensitive land uses within 1,000 feet of the modified project site, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact.

Greenhouse Gas Emissions

MASTER PLAN FEIR FINDINGS

Climate change and greenhouse gas (GHG) impacts of Master Plan projects were not addressed in the 1992 FEIR, as this topic was not mandated for inclusion under CEQA until 2007.

MODIFIED PROJECT IMPACTS

GHG emissions and global climate change represent cumulative impacts. GHG emissions cumulatively contribute to the significant adverse environmental impacts of global climate change. No single project could generate enough GHG emissions to noticeably change the global average temperature; instead, the combination of GHG emissions from cumulative projects has contributed and will continue to contribute to global climate change and its associated environmental impacts. As such, this analysis is in a cumulative context only, and the analysis of this resource topic does not include a separate project-level impact discussion.

On April 20, 2022, the air district adopted updated GHG thresholds.[40] Consistent with CEQA Guidelines sections 15064.4 and 15183.5, which address the analysis and determination of significant impacts from a proposed project's GHG emissions, the updated thresholds for land use projects, such as the modified project, maintains the air district's previous GHG threshold that allow projects that are consistent with a GHG reduction strategy to conclude that the project's GHG impact is less than significant. San Francisco's 2017 GHG Reduction Strategy Update[41] presents a comprehensive assessment of policies, programs, and

[39] Bay Area Air Quality Management District, CEQA Air Quality Guidelines, May 2017, page 2-1.
[40] Bay Area Air Quality Management District, CEQA Thresholds and Guidelines Update, https://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/updated-ceqa-guidelines, accessed May 10, 2022.
[41] SF Planning Department, 2017 Greenhouse Gas Reduction Strategy Update, Revised July 2017, https://sfplanning.s3.amazonaws.com/sfmea/GHG/GHG_Strategy_October2017.pdf, accessed October 3, 2022.

ordinances that collectively represent San Francisco's GHG reduction strategy in compliance with the air district's guidelines and CEQA Guidelines. These GHG reduction actions have resulted in a 41 percent reduction in GHG emissions in 2019 compared to 1990 levels,[42] which far exceeds the goal of 2020 GHG emissions equaling those in 1990 set in Executive Order S-3-05[43] and the California Global Warming Solutions Act.[44] The City has also met and exceeded the 2030 target of 40 percent reduction below 1990 levels set in the California Global Warming Solutions Act of 2016[45] and the air district's 2017 Clean Air Plan[46] more than 10 years before the target date.

San Francisco's GHG reduction goals, updated in July 2021 by Ordinance 117-02,[47] are consistent with, or more aggressive than, the long-term goals established under Executive Orders S-3-05,[48] B-30-15,[49] B-55-18,[50] and the California Global Warming Solutions Act of 2016.[51] The updated GHG ordinance demonstrates the City's commitment to continued GHG reductions by establishing targets for 2030, 2040, and 2050 and setting other critical sustainability goals. In particular, the updated ordinance sets a goal to reach net-zero sector-based GHG emissions by 2040 and sequester any residual emissions using nature-based solutions.[52] Thus, the City's GHG reduction goal is consistent with the state's long-term goal of reaching carbon neutrality by 2045. The updated GHG ordinance requires the San Francisco Department of the Environment to prepare and submit to the mayor a climate action plan (CAP) by December 31, 2021. The CAP, which was released on December 8, 2021, and will be updated every five years, carries forward the efforts of the City's previous CAPs and charts a path toward meeting the GHG commitments of the Paris Agreement (e.g., limit global warming to 1.5 degrees Celsius) as well as the reduction targets adopted in the GHG ordinance.

In summary, the CEQA Guidelines and air district-adopted GHG thresholds allow projects consistent with an adopted GHG reduction strategy to determine a less-than-significant GHG impact. San Francisco has a

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[42] San Francisco Department of the Environment, San Francisco's 2019 Carbon Footprint, https://sfenvironment.org/carbonfootprint, accessed May 10, 2022.
[43] Office of the Governor, Executive Order S-3-05 (June 1, 2005), https://www.library.ca.gov/wp-content/uploads/GovernmentPublications/executive-order-proclamation/5129-5130.pdf, accessed May 10, 2022.
[44] California Legislative Information, Assembly Bill 32 (September 27, 2006), http://www.leginfo.ca.gov/pub/05-06/bill/asm/ab_0001-0050/ab_32_bill_20060927_chaptered.pdf, accessed May 10, 2022.
[45] California Legislative Information, Senate Bill 32 (September 8, 2016), https://leginfo.legislature.ca.gov/faces/billPdf.xhtml?bill_id=201520160SB32&version=20150SB3288CHP, accessed May 10, 2022.
[46] Bay Area Air Quality Management District, *Clean Air Plan* (September 2017), http://www.baaqmd.gov/plans-and-climate/air-quality-plans/current-plans, accessed May 10, 2022.
[47] San Francisco Board of Supervisors, Ordinance No. 117-21, File No. 210563 (July 27, 2021), https://sfbos.org/sites/default/files/o0117-21.pdf, accessed May 10, 2022. San Francisco's GHG reduction goals are codified in Environment Code section 902(a) and include the following goals: (1) by 2030, a reduction in sector-based GHG emissions of at least 61 percent below 1990 levels; (2) by 2030, a reduction in consumption-based GHG emissions equivalent to a 40 percent reduction compared to 1990 levels; (3) by 2040, achievement of net-zero sector-based GHG emissions by reducing such emissions by at least 90 percent compared to 1990 levels and sequestering any residual emissions; and (4) by 2050, a reduction in consumption-based GHG emissions equivalent to an 80 percent reduction compared to 1990 levels.
[48] Executive Order S-3-05 sets forth a goal of an 80 percent reduction in GHG emissions by 2050. San Francisco's goal of net-zero sector-based emissions by 2040 requires a greater reduction of GHG emissions.
[49] Office of the Governor, Executive Order B-30-15 (April 29, 2015), https://www.ca.gov/archive/gov39/2015/04/29/news18938/, accessed May 22, 2022. Executive Order B-30-15 sets a state GHG emissions reduction goal of 40 percent below 1990 levels by 2030. San Francisco's 2030 sector-based GHG reduction goal of 61 percent below 1990 levels requires a greater reduction of GHG emissions.
[50] Office of the Governor, Executive Order B-55-18 (September 18, 2018), https://www.ca.gov/archive/gov39/wp-content/uploads/2018/09/9.10.18-Executive-Order.pdf, accessed May 10, 2022. Executive Order B-55-18 establishes a statewide goal of achieving carbon neutrality as soon as possible, but no later than 2045, and achieving and maintaining net negative emissions thereafter. San Francisco's goal of net-zero sector-based emissions by 2040 is a similar goal but requires achievement of the target five years earlier.
[51] Senate Bill 32 amends California Health and Safety Code division 25.5 (also known as the California Global Warming Solutions Act of 2006) by adding section 38566, which directs that statewide GHG emissions be reduced by 40 percent below 1990 levels by 2030. San Francisco's 2030 sector-based GHG reduction goal of 61 percent below 1990 levels requires a greater reduction of GHG emissions.
[52] Nature-based solutions are those that remove remaining emissions from the atmosphere by storing them in natural systems that support soil fertility or employing other carbon farming practices.

GHG reduction strategy that is consistent with near and long-term state and regional GHG reduction goals and is effective because the City has demonstrated its ability to meet state and regional GHG goals in advance of target dates. Therefore, projects that are consistent with San Francisco's GHG reduction strategy would not result in GHG emissions that would have a significant effect on the environment, and would not conflict with state, regional, or local GHG reduction plans and regulations.

The following analysis of the modified project's impact on climate change focuses on the modified project's contribution to cumulatively significant GHG emissions. As noted above, because no individual project could emit GHGs at a level that could result in a significant impact on the global climate, this analysis is in a cumulative context, and this section does not include an individual project-specific impact statement.

CONSISTENCY WITH ADOPTED PLANS AND POLICIES

SFO first developed a Departmental Climate Action Plan in 2008 as a blueprint for meeting the objectives of San Francisco's qualified GHG reduction strategy in compliance with the CEQA Guidelines (Ordinance 81-08). Consistent with the City's objectives, the Airport established actions that would help the City reduce its GHG emissions 25 percent below 1990 emissions by 2017, 40 percent below 1990 emissions by 2025, and 80 percent below 1990 emissions by 2050. In 2016, the Airport developed a 5-Year Strategic Plan, which established the following five sustainability goals for the years 2017–2021: achieve net zero energy at SFO; achieve zero waste; achieve carbon neutrality and reduce GHG emissions by 50 percent (from the 1990 baseline); implement a healthy buildings strategy for new and existing infrastructure; and maximize water conservation to achieve 15 percent reduction per passenger per year (from the 2013 baseline).[53]

Through the SFO Climate Action Plan: Fiscal Year 2019, the Airport Commission has supported the City's climate change initiatives (specifically Ordinance No. 81-08).[54] In fiscal year 2019, the Airport achieved a GHG emission reduction of 41 percent below its 1990 baseline emissions, while achieving an 89 percent increase in passengers over the same time frame, exceeding reductions required under the ordinance.[55]

To meet these goals, SFO has implemented, is currently implementing, or is evaluating future plans to implement a number of GHG emission offset measures and strategies, such as:

- Activation of three all-electric buildings including the Ground Transportation Unit, Administrative facility Building 674, and the Airfield Operations Facility;
- Certification of the all-electric Airfield Operations Facility as the first Zero Net Energy airport building in the world. The building has 72 kilowatts (kW) of solar panels;
- Deployment of sustainable aviation fuel and signing on a voluntary Memorandum of Understanding with ten partner airlines and fuel producers for delivering an infrastructure, logistics, supply chain, and financing study to identify key strategies to increase sustainable aviation fuel volumes at the Airport;

[53] San Francisco Airport Commission. San Francisco International Airport: Five-Year Strategic Plan 2017–2021, https://www.flysfo.com/sites/default/files/assets/pdfs/reports/Strategic-Plan-2017-2021.pdf, accessed May 10, 2022.
[54] San Francisco Airport Commission, Climate Action Plan: Fiscal Year 2019, https://www.flysfo.com/sites/default/files/media/sfo/community-environment/SFO_Climate_Action_Plan_FY19_Final.pdf, accessed May 10, 2022.
[55] Ibid.

- Aiming to deploy nearly 2,000 electric vehicle chargers before 2023 to electrify roughly 10 percent of the Airport's parking stalls;
- Recommending that all new tenant terminal build-outs be all-electric, phasing out natural gas use;
- Implementing a zero-waste strategy, eliminating plastic foodware and single-use plastic water bottles;
- Switching electricity source to Hetch Hetchy Reservoir, a 100 percent decarbonized electricity supply;
- Replacement of all conventional diesel with renewable diesel in backup generators;
- Provision of charging infrastructure for electric GSE used by tenants to service aircraft;
- Installation of preconditioned air supply and 400-Hertz power supply equipment at all terminal gates;
- Providing partial funding for BART extension to SFO and payment of BART surcharge for Airport employees to encourage public transit use;
- Construction of the electric AirTrain system, which has eliminated the need for the use of shuttle buses by all on-Airport rental car agencies;
- Implementation of energy efficiency measures at Airport and tenant facilities, including replacement light fixtures in terminals and roadways to light-emitting diode (LED), replacement of all boilers, and upgrade of heating, ventilation, and air conditioning (HVAC) systems to new technologies;
- Implementation of various information technology measures, including automated shutdown of computers after 7 p.m., installation of thin client computers to replace desktop computers, and replacement and consolidation of servers at a "green" data center;
- Activating work to complete its Harvey Milk Terminal 1 photovoltaic system; once fully installed, the Airport will have a 4.23-megawatt (MW) photovoltaic system in place distributed across multiple buildings including the Harvey Milk Terminal 1 (Terminal 1 Center and Boarding Area B), Terminal 3, Long Term Parking Garage 2, Emergency Rescue Fire Fighting Facility #3, and the Ground Transportation Unit);
- Conversion of all SFO shuttle buses to an all-electric fleet;
- Conversion of all diesel-powered vehicles and equipment to renewable diesel;
- Conversion of all light-duty passenger vehicles with zero-emission all-electric or plug-in hybrid vehicles by 2023;
- Meeting LEED Gold certification for renovation of Terminal 2 and anticipating a LEED Gold certification for renovation of Harvey Milk Terminal 1 by implementing energy and resource conservation measures and securing LEED Gold certification for all new construction and major renovation projects;
- Replacing refrigerant gases with those with lower Global Warming Potential;
- Participation in The Good Traveler, a program for passengers to voluntarily offset the GHG emissions from travel through purchase of carbon offsets;[56]
- Creation of SFO's Green Business Program, offering no cost support to Airport tenants in areas of energy and water conservation waste reduction; pollution prevention; and cost reduction;

[56] The Good Traveler, https://thegoodtraveler.org/, accessed May 10, 2022.

- Certification under Airport Carbon Accreditation as a Level 3 (Optimization) airport which requires assessing the carbon footprint for Scope 1, 2, and 3 emissions, establishment of a GHG reduction goal and demonstrated reductions, and engagement of third parties (Scope 3) to reduce emissions; and
- Enhancement of water conservation practices in new and existing buildings.

While these are goals, the modified project would be required to comply with Chapter 7 of the San Francisco Environment Code and Title 24 of the California Building Standards Code, and to achieve LEED Gold certification.

Based on the Airport's efforts to reduce GHG emissions from Airport activities since 2008, the modified project would result in substantially lower GHG emissions as compared to the cargo facilities envisioned in the Master Plan. In addition, consistent with planning department procedures for GHG analysis for municipal projects, a *Compliance Checklist Table for Greenhouse Gas Analysis for Municipal Projects* checklist was completed for the modified project, which determined that the modified project would be consistent with San Francisco's GHG reduction strategy.[57] Therefore, the modified project's GHG emissions would not conflict with state, regional, or local GHG reduction plans and regulations. As a result, the modified project would not result in any new significant impacts or substantially increase the severity of a significant impact, and no mitigation measures would be required.

Other Environmental Topics

The topics discussed below are analyzed in less detail than the topics above because the topics above were either not included in the Master Plan FEIR, or the topics below were determined to have less-than-significant impacts (some with mitigation) in the Master Plan FEIR. As described below, the modified project would not result in any new significant impacts or impacts greater than those disclosed in the Master Plan FEIR and no new mitigation measures would be required for these topics.

LAND USE AND PLANNING

The Master Plan FEIR determined that land use and planning impacts associated with implementation of the Master Plan would be less than significant (FEIR pp. 78 to 124 and pp. 250 to 264). The modified project would consolidate some of the Airport's cargo functions in one centralized location, it would not alter the overall array of land uses at the Airport as compared to those analyzed in the Master Plan FEIR, nor would it physically divide an established community. Moreover, to the extent the modified project would conflict with any adopted plans or policies, under the doctrine of intergovernmental immunity in California, when the City, through its Airport Commission, proposes construction on its property located outside of San Francisco and within another jurisdiction, the Airport Commission is not subject to that jurisdiction's building or zoning laws and ordinances. Therefore, the modified project would not result in any new or substantially more-severe impacts than those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on land use; therefore, no further analysis is necessary.

[57] San Francisco Planning Department, *Compliance Checklist Table for Greenhouse Gas Analysis: Plot 10F Demolition and Paving and Cargo Building 662 Project*, December 1, 2022.

AESTHETICS

Aesthetics impacts were determined to be less than significant in the Master Plan Initial Study (FEIR Volume III, p. A.6). The Master Plan Initial Study determined that the Master Plan would not generate adverse aesthetic or visual impacts because the Airport is separated from nearby residential uses by U.S. 101, the West of Bayshore property, and the Caltrans right-of-way. The modified project would be developed in the location of existing buildings and surface parking lots. The modified project site is adjacent to cargo and administration buildings within the existing Airport, which does not contain any natural features that contribute to a scenic public setting. Given that multiple at-grade and elevated freeway and freeway ramp lanes, as well as the elevated AirTrain tracks to the west, are located between the modified project site and the nearest residential, open space, and commercial neighborhoods, the modified project would not substantially obscure scenic views and vistas, nor would it substantially degrade the visual character or quality of the Airport. New lighting would not be excessive in the context of the existing lighting generated by existing terminal buildings, runways, airplanes, and approach roads, as well as U.S. 101 and other uses in the urbanized area surrounding the Airport. The distance between the modified project site and the closest residential areas (approximately 2,100 feet to the northwest and across U.S. 101) combined with the intervening highway would act to dissipate obtrusive light or glare. Therefore, the modified project would not result in any new or substantially more severe aesthetics impacts than those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative aesthetics impact; therefore, no further analysis is necessary.

POPULATION AND HOUSING

The Master Plan FEIR determined that population and housing impacts associated with implementation of the Master Plan would be less than significant (pp. 228 to 231 and pp. 394 to 399 of the FEIR). The Master Plan FEIR determined that there would be adequate housing in San Francisco and San Mateo counties to accommodate permanent and temporary construction employees. Given that the modified project would introduce only approximately 75 employees on the project site, it would not result in an increase in employment beyond that analyzed in the Master Plan FEIR. In addition, there would be no increase in the number of passengers or aircraft operations at the Airport as a result of the modified project. Therefore, the modified project would not result in any new or substantially greater impacts to population and housing beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on population and housing; therefore, no further analysis is necessary.

WIND AND SHADOW

Wind and shadow impacts, which were categorized as “Air Quality/Climate” impacts in the FEIR, were determined to be less than significant in the Master Plan FEIR. Wind and shadow impacts were not analyzed in greater detail in the FEIR because it was determined through the Initial Study analysis that the Master Plan would not have any potential for significant wind or shadow impacts on public areas (FEIR Volume III, pp. A.8 and A.9).

Above-ground structures that would be developed as part of the modified project include the two-level, 72-foot-tall (approximately 85 feet to the top of the mechanical equipment) Building 662 and an elevated walkway that would be constructed from Building 662 to other facilities adjacent to West Field Road. Wind speeds at outdoor areas and sidewalks surrounding the modified project site are already generally

reduced by the existing Airport buildings, as well as by elevated roadway structures. Any change in wind speeds or shadow resulting from the modified project would not affect public parks or other public recreational areas due to the distance between the modified project site and the closest recreational areas (the nearest of which is Lions Park, approximately 2,100 feet west of the modified project site, across U.S. 101, in the City of San Bruno) and intervening infrastructure and topography. Therefore, the modified project would not result in any new or substantially greater wind and shadow impacts beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in significant cumulative impacts related to wind or shadow; therefore, no further analysis is necessary.

UTILITIES AND SERVICE SYSTEMS

The Master Plan FEIR determined that impacts related to utilities and service systems associated with implementation of the Master Plan would be less than significant (refer to the setting on pp. 232 to 236 and impacts on pp. 400 to 404 of the FEIR). The Master Plan FEIR determined that adequate Airport infrastructure existed to accommodate forecast growth in demand for utilities, including water and wastewater systems (sanitary and industrial), and utility providers would be able to supply the forecast demand. In 2010, SFO consumed 459 million gallons of water (or about 1.25 million gallons per day [mgd]), which is about 43 percent less than projected in the Master Plan FEIR.

The San Francisco Public Utilities Commission's (SFPUC) 2020 Urban Water Management Plan[58] considers SFO a "retail customer" and estimates that current and projected water supplies will be sufficient to meet future retail demand[59] through 2035 under normal year, single dry-year and multiple dry-year conditions; however, if a multiple dry-year event occurs, the SFPUC would implement water use and supply reductions through its drought response plan and a corresponding retail water shortage allocation plan. In December 2018, the State Water Resources Control Board adopted amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, which establishes water quality objectives to maintain the health of our rivers and the Bay-Delta ecosystem (the Bay-Delta Plan Amendment).[60] The state water board has stated that it intends to implement the Bay-Delta Plan Amendment by the year 2022, assuming all required approvals are obtained by that time. Implementation of the Bay-Delta Plan Amendment would result in a substantial reduction in the SFPUC's water supplies from the Tuolumne River watershed during dry years, requiring rationing to a greater degree in San Francisco than previously anticipated to address supply shortages not accounted for in the 2015 Urban Water Management Plan. The modified project does not meet the definition of a "water demand" project, as defined in CEQA Guidelines section 15155. Based on guidance from the California Department of Water Resources and a citywide demand analysis, the SFPUC has established 50,000 gallons per day as an equivalent project demand for projects that do not meet the definitions provided in CEQA Guidelines section 15155(a)(1). The modified project is not anticipated to demand more than 50,000 gallons per day of water; therefore, it does not meet the definition of a water demand project. Therefore, the modified project would not result in any new significant impacts or substantially increase the severity of a significant impact, and no mitigation measures would be required. In addition, the

[58] San Francisco Public Utilities Commission, *2020 Urban Water Management Plan for the City and County of San Francisco*, adopted June 11, 2021, https://www.sfpuc.org/about-us/policies-plans/urban-water-management-plan, accessed September 30, 2022.
[59] "Retail" demand represents water the SFPUC provides to individual customers within San Francisco. "Wholesale" demand represents water the SFPUC provides to other water agencies supplying other jurisdictions.
[60] State Water Resources Control Board Resolution No.2018-0059, Adoption of Amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento–San Joaquin Delta Estuary and Final Substitute Environmental Document, December 12, 2018, https://www.waterboards.ca.gov/plans_policies/docs/2018wqcp.pdf, accessed May 10, 2022.

modified project would not make a considerable contribution to a cumulative environmental impact caused by implementation of the Bay-Delta Plan Amendment.

The Mel Leong Treatment Plant (MLTP) has a dry weather capacity of 3.3 mgd for the sanitary plant, and the industrial plant has dry weather capacity of 1.2 mgd and a wet weather capacity of 1.7 mgd. The current average flows for the two sub-plants are approximately 0.8 mgd and 0.65 mgd, respectively; therefore, the MLTP has adequate capacity to serve the modified project, which generally comprises a consolidation and replacement of existing uses and would not substantially increase wastewater generation. The modified project would not substantially change overall Airport drainage patterns. The contractor would be required to comply with federal, state, and local requirements and guidelines to meet water quality objectives for stormwater discharge, including the Construction General Permit, the RWQCB Basin Plan, and the SFO stormwater pollution protection plan. Also, the Airport would comply with the City's Construction and Demolition Ordinance, which sets a goal of diverting 75 percent of construction and demolition debris from landfill for each project. As such, construction debris and operational solid waste demand from the modified project would be adequately served by the Hay Road Landfill in Solano County, and SFO would continue to comply with solid waste statutes and regulations for its ongoing operations. Therefore, the modified project would not result in any new or substantially greater impacts to utilities and service systems beyond those identified in the Master Plan FEIR. In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact on utilities and service systems; therefore, no further analysis is necessary.

PUBLIC SERVICES AND RECREATION

Public Service (including Recreation) impacts of the Master Plan were analyzed on pp. 237 to 241 and pp. 405 to 406 of the Master Plan FEIR. The Master Plan FEIR determined that impacts related to public services and recreation would be less than significant. The Master Plan FEIR determined that the Airport Bureau of the San Francisco Fire Department (SFFD) and the San Francisco Police Department (SFPD) would need to increase staffing levels to maintain emergency response times due to the increases in passenger forecast and the proposed construction projects under the Master Plan. All new fire and police stations and staffing levels proposed as part of the Master Plan and evaluated in the Master Plan FEIR have been completed and are currently staffed to meet local, state, and federal guidelines with respect to required response times for emergencies. While the Master Plan FEIR concluded that buildout of the Master Plan projects would increase the need for police and fire services because of the forecast increase in passenger activity, SFPD and SFFD stations and staffing has since been increased. Furthermore, the modified project would introduce only approximately 75 employees on the project site; therefore, it would not result in an increase in employment beyond that analyzed in the Master Plan FEIR. Thus, the demand for fire and police protection resulting from the modified project would not exceed that anticipated in the Master Plan FEIR. Regarding recreation, the modified project would not include dwelling units or residents who would increase the use of neighborhood parks or playgrounds, the nearest of which is Lions Park, approximately 2,100 feet west of the modified project site, across U.S. 101, in the City of San Bruno. Therefore, the modified project would not result in any new or substantially greater impacts to public services (including recreation) beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on public services; therefore, no further analysis is necessary.

BIOLOGICAL RESOURCES

The Master Plan FEIR, as part of the Initial Study (FEIR Volume III, pp. A.9 and A.10), determined the Master Plan would not significantly affect biological resources at the nearby West of Bayshore property because this area was excluded from development of Master Plan projects (Master Plan FEIR, Volume III, p. A.9). Construction and operation of the modified project would not interfere with vegetative cover and habitat areas or affect resident or migratory species or rare, threatened, or endangered species because the site is already paved and developed with Airport-related uses. Therefore, the modified project would not result in any new or substantially greater impacts to biological resources beyond those identified in the Master Plan FEIR. The modified project also would not combine with other projects in the vicinity to result in a significant cumulative impact on biological resources; therefore, no further analysis is necessary.

GEOLOGY AND SEISMICITY, HYDROLOGY AND WATER QUALITY, AND HAZARDS AND HAZARDOUS MATERIALS

The three topics of Geology and Seismicity (FEIR pp. 192 to 200 and pp. 374 to 380), Hydrology and Water Quality (FEIR pp. 233 to 235 and p. 403), and Hazards and Hazardous Materials (FEIR pp. 201 to 227 and pp. 381 to 393) were addressed in the Master Plan FEIR. All impacts were determined to be less than significant, in some cases with implementation of applicable mitigation measures. Given that the modified project would be constructed in the same location as the cargo and mail facilities analyzed in the Master Plan FEIR, the modified project would not result in new or substantially more severe impacts than reported in the FEIR with respect to geology and seismicity, hydrology and water quality, and hazards and hazardous materials. Compliance with existing regulations and implementation of the following ASCMs would supersede mitigation measures in the Master Plan FEIR and ensure that no new or substantially more-severe impacts than those reported in the FEIR would occur:

- FEIR Mitigation Measure II.E.1.a, Incorporating Foundation and Geotechnical Recommendations is superseded by California Building Standards Code Section 1803;
- FEIR Mitigation Measure II.E.1.b, Earthquake Safety Inspections is superseded by California Building Standards Code Section 1705;
- FEIR Mitigation Measure II.E.1.c, Emergency Response Plan is superseded by 14 CFR Part 139 Certification of Airports;
- FEIR Mitigation Measure II.F.1.a, Automatic Shutoff Valves is superseded by California Plumbing Code, California Code of Regulations, Title 24, Part 5;
- FEIR Mitigation Measure II.F.1.b, Securing Potentially Hazardous Objects is superseded by American Society of Civil Engineers 7 Standards, Chapter 13, via the California Building Standards Code;
- FEIR Mitigation Measure I.E.1.c, Erosion Control Plans is superseded by ASCM Division 01 General Requirements: (01 57 00) – Temporary Controls;
- FEIR Mitigation Measure I.F.1.a, Site Investigation is superseded by ASCM Division 01 General Requirements: (01 33 16) – Hazard and Hazardous Materials Investigation and Remediation; and SFO Contract General Conditions – Attachment A, Article 8.I;
- FEIR Mitigation Measure I.F.1.b, Remediation Activities is superseded by Water Quality Control Board Order 99-045;

- FEIR Mitigation Measure I.F.1.c, Safety and Health Plan is superseded by ASCM Division 01 General Requirements: (01 35 13.43) – Regulatory Requirements for Hazardous Waste;
- FEIR Mitigation Measure I.F.1.e, Review of Reports is superseded by ASCM Division 01 General Requirements: (01 33 16) – Regulatory Requirements for Hazardous Waste; (01 35 43.13) – Asbestos Remediation; (01 33 43.14) Lead Remediation; and (01 35 43.15) – Polychlorinated Biphenyl Remediation;
- FEIR Mitigation Measure I.F.1.f, Remediation Report is superseded by ASCM Division 01 General Requirements: (01 35 43.16) – Excavation and Disposal of Contaminated Soils, Sludge, and Water; (01 33 16) – Regulatory Requirements for Hazardous Waste; and (01 57 00) Temporary Controls;
- FEIR Mitigation Measure I.F.1.i, Excavation is superseded by ASCM Division 01 General Requirements: (01 35 43.16) – Excavation and Disposal of Contaminated Soils, Sludge, and Water; (01 33 16) – Regulatory Requirements for Hazardous Waste; and (01 57 00) Temporary Controls;
- FEIR Mitigation Measure I.F.1.j, Procedure for Locating Underground Obstructions is superseded by ASCM Division 01 General Requirements: (01 35 43.02) Underground Petroleum Products Storage Tank Removal; and, California Government Code, Title 1 General, Division 5 – Public Work and Public Purchases, Chapter 3.1 Protection of Underground Infrastructure [4215-4216.24];
- FEIR Mitigation Measure I.F.1.k, Groundwater Testing is superseded by Water Quality Control Board Order 99-045 and ASCM Division 01 General Requirements: (01 57 00) – Temporary Controls;
- FEIR Mitigation Measure I.F.1.g, Asbestos Surveys is superseded by ASCM Division 01 General Requirements: (01 35 43.13) – Asbestos Remediation; and
- FEIR Mitigation Measure I.F.1.h, PCB-Containing Electrical Equipment is superseded by ASCM Division 01 General Requirements: (01 33 16) – Regulatory Requirements for Hazardous Waste and (01 35 43.15) – Polychlorinated Biphenyl Remediation.

In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact related to geology or seismicity, hydrology and water quality, and hazards and hazardous materials; therefore, no further analysis is necessary.

MINERAL RESOURCES AND ENERGY

Mineral and Energy Resources impacts of the Master Plan projects were analyzed on pp. 178 to 182 and pp. 366 to 370 of the Master Plan FEIR. The Master Plan FEIR determined that impacts related to mineral resources and energy would be less than significant. Construction energy usage is discussed generally on p. 366; energy use from operation of buildings and facilities is analyzed on pp. 367 to 369. Energy plans, policies, and regulations related to the California Building Energy Efficiency standards are described on p. 181 of the Master Plan FEIR. The Master Plan FEIR determined that while demolition of outdated and inefficient buildings/facilities would partially offset the increase in energy use, increased electrical capacity (in the form of a new power substation) would be needed to accommodate the long-term forecasted energy use. Pacific Gas and Electric has since constructed a new substation to provide for increased capacity to transmit electricity from the SFPUC to the Airport. With LEED Gold design and construction standards incorporated into the modified project, construction and operation of the modified project would not encourage activities that would result in the use of large amounts of fuel, water, or energy, or use these in a wasteful manner. Lastly, the modified project would be developed on existing Airport property and would have no impact to state, regional, or locally important mineral

resources. Therefore, the modified project would not result in any new or substantially greater impacts to mineral and energy resources beyond those identified in the Master Plan FEIR. In addition, the modified project would not combine with other projects in the vicinity to result in a significant cumulative impact on mineral or energy resources; therefore, no further analysis is necessary.

AGRICULTURE AND FORESTRY RESOURCES, AND WILDFIRE

Wildfire and agriculture and forestry resources were not addressed in the Master Plan FEIR. Given the urbanized and built-out nature of the Airport, there are no agricultural or forest resources present, and this topic is not applicable to the modified project. Likewise, wildfire risk, which was not analyzed in the Master Plan FEIR, is not applicable to the modified project.

MANDATORY FINDINGS OF SIGNIFICANCE

This addendum provides a comprehensive discussion of the potential for the modified project to affect the quality of the environment. Specifically, the discussion of biological resources concludes that the modified project would not substantially affect habitats, fish and wildlife populations, and sensitive natural communities; nor would it threaten to eliminate a plant or animal community or reduce the number or restrict the range of a rare or endangered plant or animal. The discussion of cultural resources describes the potential for the modified project to affect important examples of California history and identifies mitigation measures to ensure impacts on cultural resources would be less than significant.

With implementation of identified mitigation measures, the modified project would not result in cumulatively considerable impacts on land use and planning, aesthetics, population and housing, cultural resources, tribal cultural resources, transportation and circulation, noise, air quality, GHG emissions, wind, shadow, recreation, utilities and service systems, public services, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources, energy, agriculture and forest resources, or wildfire.

For the reasons discussed above, the modified project would not cause substantial adverse effects on human beings, either directly or indirectly.

Conclusion

Based on the foregoing, the planning department concludes that the analyses conducted and the conclusions reached in the Master Plan FEIR certified on May 28, 1992, remain valid, and that no supplemental environmental review is required for the modified project. The modified project would neither cause new significant impacts not previously identified in the Master Plan FEIR, nor would it result in a substantial increase in the severity of previously identified significant impacts, and no new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to circumstances surrounding the Master Plan that would cause significant environmental impacts to which the modified project would contribute considerably, and no new information has been put forward that shows that the modified project would cause significant environmental impacts. Therefore, no further environmental review is required beyond this addendum.

Devyani Jain

Lisa Gibson for Lisa Gibson
Environmental Review Officer

12/15/2022
Date of Determination

cc: Project Sponsor
Distribution List

Addendum Preparers

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Project Sponsor

San Francisco International Airport
P.O. Box 8097
San Francisco, CA 94128

David Kim

File No.: 86.638E
San Francisco Airport EIR

SAN FRANCISCO

CITY PLANNING COMMISSION

MOTION NO. 13356

ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED SAN FRANCISCO INTERNATIONAL AIRPORT MASTER PLAN.

MOVED, That the San Francisco City Planning Commission (hereinafter "Commission") hereby CERTIFIES the Final Environmental Impact Report identified as case file No. 86.638E, San Francisco International Airport Master Plan (hereinafter "Project") based upon the following findings:

1) The City and County of San Francisco, acting through the Department of City Planning (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et. seq., (hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").

a. The Department determined that an EIR was required and provided public notice of that determination by publication in newspapers of general circulation on August 11, 1989.

b. On June 25, 1990, the Department issued a Notice of Preparation, circulated to interested individuals, to communities surrounding the San Francisco International Airport (hereinafter "SFIA") and through the State Clearinghouse.

b. On July 11, 1991, the Department published the Draft Environmental Impact Report (hereinafter "DEIR") and provided public notice in newspapers of general circulation in San Francisco and San Mateo Counties of the availability of the DEIR for public review and comment and of the date and time of the City Planning Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice.

c. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the project site by S.F. Airport staff on or about July 11, 1991.

d. On July 11-13, 1991 copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse. In addition, notices of availability of the DEIR were mailed to other persons and organizations noted on the distribution list in the DEIR.

e. Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on July 15, 1991.

2) The Commission delegated to the Environmental Review Officer a noticed public hearing held in Millbrae on August 27, 1991, and held a duly advertised public hearing on said Draft Environmental Impact Report on August 29, 1991, continued to October 17, 1991, at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended October 21, 1991.

3) The Department prepared responses to comments on environmental issues received at the public hearings and in writing during the 102-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a "Draft Summary of Comments and Responses," published on May 7, 1992, was distributed to the Commission and to all parties who commented on the DEIR, and was available to others upon request at Department offices.

4) A Final Environmental Impact Report has been prepared by the Department, consisting of the Draft Environmental Impact Report, any consultations and comments received during the review process, any additional information that became available, and the Summary of Comments and Responses all as required by law.

5) Project Environmental Impact Report files have been made available for review by the Commission and the public, and these files are part of the record before the Commission.

6) On May 28, 1992, the Commission reviewed and considered the Final Environmental Impact Report and found that the contents of said report and the procedures through which the Final Environmental Impact Report was prepared, publicized and reviewed comply with the provisions of CEQA, the CEQA Guidelines and Chapter 31.

7) The City Planning Commission hereby does find that the Final Environmental Impact Report concerning File No. 86.638E: San Francisco International Airport Master Plan is adequate, accurate and objective, and that the Summary of Comments and Responses contains no significant revisions to the Draft Environmental Impact Report, and hereby does CERTIFY THE COMPLETION of said Final Environmental Impact Report in compliance with CEQA and the CEQA Guidelines.

8) The Commission, in certifying the completion of said Final Environmental Impact Report, hereby does find that the project described in the Environmental Impact Report, without consideration or inclusion of mitigation measures described in the Final Environmental Impact Report as "Identified In this Report," will have the following significant environmental impacts:

a. Will have a project-specific significant effect on the environment by (1) causing levels of service to degrade to "E" or below at the following intersections: California Drive at Millbrae Avenue (a.m. and p.m. peak hours), Rollins Road at Millbrae Ave. (p.m. peak hour), Long-Term Parking Road and Road R-3 on SFIA property and at Holly Street at Ralston Ave (a.m. and p.m. peak hours); (2) causing levels of service to degrade to "E" or below on certain freeway ramps in the vicinity of SFIA; (3) causing levels of service to degrade to "E" or below on various sections of the freeways in the vicinity of SFIA; (4) causing increased noise levels at sensitive receptors such as schools during construction activities; (5) causing violations of particulate air quality standards due to dust production during construction; (6) contributing to increased frequency of violation of CO standards at certain nearby intersections (violations would occur at these locations without the project but would occur more frequently with the project and without extensive transportation mitigation); (7) causing air pollutant emissions that exceed

BAAQMD thresholds; (8) possibly causing impacts on subsurface cultural resources during construction; (9) causing sediment from dewatering (if any) and from other construction activities to enter storm drains and/or the Bay; and (10) causing soil to be temporarily exposed to erosion during construction; and (11) exposing construction workers, other Airport workers or the public to hazardous wastes if hazards are found in soils or groundwater in and around construction areas.

b. Will contribute to cumulative traffic increases on US 101 in the vicinity that would further reduce levels of service on some segments of the freeway, and will contribute to cumulative air quality impacts in San Mateo County and the Bay Area region.

Note that many of these environmental impacts could be mitigated to levels of insignificance by measures described in the Final EIR. The San Francisco Airports Commission, the decision maker for the Project, will consider whether or not to include these measures in its deliberations on the proposed project.

I hereby certify that the foregoing Motion was ADOPTED by the City Planning Commission at its regular meeting of May 28, 1992.

Linda Avery
Commission Secretary

AYES: Commissioners, Unobskey, Fung, Karasick, Levine, Lowenberg, and Smith

NOES: None

ABSENT: Commissioner Boldridge

ADOPTED: May 28, 1992

BWS:557/rlj

City and County of San Francisco
Department of City Planning

SAN FRANCISCO INTERNATIONAL AIRPORT MASTER PLAN
Final
Environmental Impact Report

86.638E
SCH #90030535

Volume I: Text

Draft EIR Publication Date: July 11, 1991
Draft EIR Public Hearing Dates:
August 27, 1991, 7:30 p.m., Clarion Hotel, Millbrae
August 29, 1991, 1:30 p.m. or later, City Hall, Room 282, San Francisco
October 17, 1991, 1:30 p.m. or later, City Hall, Room 282, San Francisco
Draft EIR Public Comment Period: July 11, 1991 to October 21, 1991
Final EIR Certification Date: May 28, 1992

City and County of San Francisco
Department of City Planning

SAN FRANCISCO INTERNATIONAL AIRPORT MASTER PLAN
Final
Environmental Impact Report

86.638E
SCH #90030535

Volume II: Summary of Comments and Responses

Draft EIR Publication Date: July 11, 1991
Draft EIR Public Hearing Dates:
August 27, 1991, 7:30 p.m., Clarion Hotel, Millbrae
August 29, 1991, 1:30 p.m. or later, City Hall, Room 282, San Francisco
October 17, 1991, 1:30 p.m. or later, City Hall, Room 282, San Francisco
Draft EIR Public Comment Period: July 11, 1991 to October 21, 1991
Final EIR Certification Date: May 28, 1992

Changes from the text of the Draft EIR are indicated by solid dots (●) at the beginning of each revised section, paragraph, graphic or table. A dot next to the page number indicates that all text on the page is new or substantially revised.

City and County of San Francisco
Department of City Planning

SAN FRANCISCO INTERNATIONAL AIRPORT MASTER PLAN
Final
Environmental Impact Report

86.638E
SCH #90030535

Volume III: Appendices

Draft EIR Publication Date: July 11, 1991
Draft EIR Public Hearing Dates:
August 27, 1991, 7:30 p.m., Clarion Hotel, Millbrae
August 29, 1991, 1:30 p.m. or later, City Hall, Room 282, San Francisco
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Draft EIR Public Comment Period: July 11, 1991 to October 21, 1991
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AMENDMENT OF THE WHOLE
12/7/92

FILE NO. 170-92-13

RESOLUTION NO. 1006-92

(Airport Revenue Bonds)

APPROVING THE ISSUANCE OF UP TO $2,400,000,000 AGGREGATE PRINCIPAL AMOUNT OF SAN FRANCISCO INTERNATIONAL AIRPORT SECOND SERIES REVENUE BONDS IN UP TO FIFTEEN SEPARATE ISSUES FOR THE PURPOSE OF FINANCING AIRPORT MASTER PLAN PROJECTS; APPROVING MAXIMUM INTEREST RATES WITH RESPECT THERETO; AND ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Whereas, the San Francisco Department of City Planning prepared an Environmental Impact Report (EIR) analyzing the impacts of the proposed San Francisco International Airport Master Plan projects (the "Master Plan") (Case No. 86.638E); and

Whereas, the San Francisco Planning Commission, after review, consideration and evaluation of public comments, certified in Commission Motion No. 13356 on May 28, 1992, that the Final Environmental Impact Report was adequate, accurate and objective, and had been completed in accordance with the California Environmental Quality Act (CEQA) (Cal. Pub. Res. Code §§ 21000 et seq.), State CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code; and

Whereas, the Airports Commission of the City and County of San Francisco (the "Airports Commission"), by its Resolution No. 92-0284 adopted on November 3, 1992, approved the Master Plan for San Francisco International Airport, which includes the Near- Term Master Plan projects listed in Appendix A attached hereto and incorporated herein by this reference (as

supplemented and amended by the Airports Commission, the "Master Plan Projects"); and

Whereas, the Airports Commission approved the Master Plan following review pursuant to the California Environmental Quality Act (CEQA), which review was based upon the Final Environmental Impact Report, Case No. 86.638E, and upon other evidence; and

Whereas, in connection with its approval of the Master Plan, the Airports Commission made findings regarding the potentially significant impacts of the Master Plan, the feasibility of alternatives to the Master Plan, and mitigation measures to be included as part of the approval of the Master Plan, all in accordance with the provisions of the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code; and

Whereas, the Airports Commission, also in connection with its approval of the Master Plan, adopted a Mitigation Monitoring Program; and

Whereas, numerous funding options are available to finance the implementation of the Master Plan, and issuance of bonds is one of the options selected by the Airports Commission; and

Whereas, the Airports Commission has developed a comprehensive plan of finance which calls for the issuance of several issues of revenue bonds over the next four years in

order to provide construction funding for the Master Plan Projects; and

Whereas, such plan of finance is essential to successful marketing of such revenue bonds at the lowest possible interest rates; and

Whereas, the Airports Commission, by its Resolution No. 91-0210 adopted on December 3, 1991 (as supplemented and amended, the "Master Bond Resolution"), and Resolution No. 92-0290 adopted on November 17, 1992 and attached hereto as Appendix B (as hereinafter supplemented and amended, the "Second Supplemental Resolution"), duly authorized the issuance of not to exceed $2,400,000,000 aggregate principal amount of its San Francisco International Airport Second Series Revenue Bonds in up to fifteen separate issues (the "Master Plan Issues") for the purpose of financing the Master Plan Projects; and

Whereas, Section 7.306(a) of the Charter of the City and County of San Francisco (the "Charter") provides that the Airports Commission has the authority to issue airport revenue bonds for the purpose of acquiring, constructing, improving or developing airports or airport facilities under its jurisdiction under such terms and conditions as the Airports Commission may authorize by resolution, subject to the approval, amendment or rejection of this Board of Supervisors; and

Whereas, Section 7.306(b) of the Charter provides that such revenue bonds shall bear a rate of interest not to exceed

that which may be fixed and prescribed by the Airports Commission, subject to the approval or rejection of this Board of Supervisors; and

Whereas, the Master Bond Resolution and the Second Supplemental Resolution have been submitted to this Board of Supervisors; and

Whereas, the Second Supplemental Resolution, among other things, establishes maximum rates of interest for each Master Plan Issue of: (i) 12% per annum with respect to issues the interest on which is excluded from gross income for federal income tax purposes; and (ii) 15% per annum with respect to issues the interest on which is included in gross income for federal income tax purposes; and

Whereas, the interest on certain of the Master Plan Issues may qualify for exclusion from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986 (the "Code") only if such Master Plan Issues are approved in accordance with Section 147(f) of the Code; and

Whereas, this Board of Supervisors is the elected legislative body of the City and County of San Francisco and is the applicable elected representative required to approve the issuance of the Master Plan Issues within the meaning of Section 147(f) of the Code; and

Whereas, a notice of public hearing with respect to the proposed Master Plan Issues was published on November 6,

1992, in the San Francisco Examiner, a newspaper of general circulation available to the residents of the City and County of San Francisco; and

Whereas, on November 24, 1992, a public hearing was held pursuant to such notice under the direction of the Deputy Director of Airports, Business and Finance, and an opportunity was provided for interested persons to present arguments for and against the issuance of the Master Plan Issues and the nature and location of the Master Plan Projects to be financed with the proceeds of sale of the Master Plan Issues;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the City and County of San Francisco, as follows:

Section 1. The Board of Supervisors hereby declares that each of the foregoing recitals is true and correct and is a representation of the Board of Supervisors.

Section 2. The Board of Supervisors has reviewed and considered the Master Plan Final Environmental Impact Report, Case No. 86.638E, in connection with the companion appropriation ordinance and concurs with the information in the Final EIR and the findings of significance made by the City Planning Commission and the Airports Commission.

Section 3. The Board of Supervisors concurs in the findings adopted by the Airports Commission with respect to the adoption and rejection of mitigation measures and project alternatives identified in the Final Environmental Impact

Report, and hereby incorporates and adopts those findings as its own as though fully set forth herein. A copy of the Airports Commission Findings, adopted on November 3, 1992 and set forth in Airports Commission Resolution No. 92-0284, is contained in Board of Supervisors File No. 170-92-13. Further, in response to comments presented to the Board's Finance Committee with respect to proposed off-site transportation mitigation measures that the Airports Commission rejected as infeasible because Airport revenues can not be used for such purposes, and/or the measures are not within the jurisdiction of the Airports Commission, the Board of Supervisors finds that to the extent such measures are within the Board's authority to accomplish, those measures are rejected as economically infeasible because revenue shortfalls and pressing demands upon the City and County's general funds make it impossible for the City to fund any such proposed off-site transportation mitigation measures.

Section 4. The Board of Supervisors agrees with the Statement of Overriding Considerations adopted by the Airports Commission as part of its findings set forth in Airports Commission Resolution No. 92-0284, and hereby incorporates and adopts those findings as its own as though fully set forth herein.

Section 5. The Board of Supervisors, after balancing the unmitigated adverse effects on the environment and

the benefits of the project, concludes that the benefits of the project override the unmitigated adverse effects on the environment.

Section 6. The issuance by the Airports Commission of the Master Plan Issues for the purposes of financing the Master Plan Projects pursuant to the Master Bond Resolution and the Second Supplemental Resolution is hereby approved in accordance with Section 7.306 of the Charter; provided, that the total aggregate principal amount of all Master Plan Issues shall not exceed $2,400,000,000, the number of separate Master Plan Issues shall not exceed fifteen, and no Master Plan Issue shall be issued later than November 30, 1996.

Section 7. Each Master Plan Issue shall be issued pursuant to the Master Bond Resolution and the Second Supplemental Resolution.

Section 8. The following maximum interest rates for each of the Master Plan Issues are hereby approved: (i) 12% per annum with respect to issues the interest on which excluded from gross income for federal income tax purposes; and (ii) 15% per annum with respect to issues the interest on which is included in gross income for federal income tax purposes.

Section 9. It is the purpose and intent of the Board of Supervisors that this Resolution constitute the approval of the Master Plan Issues by the appropriate applicable elected representative in accordance with Section 147(f) of the Code.

Section 10. The approvals contained in this Resolution shall extend to any amendments to the Master Bond Resolution and the Second Supplemental Resolution, as well as to such additional resolutions as the Airports Commission may adopt for the purpose of implementing the issuance, sale and delivery of the Master Plan Issues at the lowest practicable cost; provided, however, that the limitations contained in this Resolution shall not be exceeded.

Section 11. The approvals contained in this Resolution shall be subject to the following conditions as of the time of sale of each respective Master Plan Issue: (i) the long- term credit rating of the Airports Commission with respect to the Master Plan Issues by Moody's Investors Service and Standard & Poor's Corporation shall not be less than "A" (without regard to rating subcategories); and (ii) no event of default shall have occurred and be continuing under the Master Bond Resolution.

Section 12. Proceeds from the sales of the Master Plan Issues shall be expended in accordance with all applicable codes of the City and County of San Francisco, including but not limited to, Chapter 12D of the Administrative Code.

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By _____
Deputy City Attorney

APPENDIX A

Master Plan Projects

APPENDIX B

Second Supplemental Resolution

NEAR-TERM MASTER PLAN PROJECTS

(Inflated dollars in thousands)

Project Description	Project Cost[1]
Terminals	
Int'l Terminal (Arrivals Bldg)	$ 317,906
Boarding Area A	154,103
Boarding Area G	162,384
Boarding Area B-Phase I	109,852
Boarding Area D, Remodel	24,500
	768,745
Air Freight/Airline Maintenance	
Plot 1 Cargo/Maint. Facility	44,392
West Field Cargo/Maint. Fac.-Ph. I	39,680
North Field Cargo/Maint. Facility	49,600
Remodel TWA Cargo Facility	6,125
	139,797
Airport Support	
Multipurpose Facility	3,100
Relocation-CFR/Support Building	5,268
	8,368
General Aviation	
FBO Building	19,840
Commercial	
Service Station	1,225
Transportation	
Ground Transportation Center	269,945
Light Rail System (LRS)-Phase I	330,990
LRS Maintenance Facility	18,600
	$ 619,535

Project Description	Project Cost[1]
Miscellaneous Facilities	
Relocation-Coast Guard Facilities	$ 24,500
Seaplane Harbor Dock Facility	1,225
	25,725
Parking	
Addition to Lot "D"	9,800
Lot "DD" Paving	9,188
Lot "DD" Parking Structure	44,640
	63,628
Roadway Improvements	
USCG Perimeter Roadway	12,250
North Access Road	1,225
Ramps & Elevated Roadways	216,807
Widen South Perimeter Road	1,225
	231,507
Airside Improvements	
Taxiway A & B Realignment North Terminal	12,250
Taxiway A & B Realignment South Terminal-Phase II	11,129
	23,379
Demolition	
Preparation for Near-Term Projects	5,653
Other Support Projects	
Land Surveying	750
Geotechnical Investigation	475
Materials Testing	1,000
Hazardous Waste Removal	9,800
	12,025
Total	$1,919,427

NOTE: [1]Project costs are subject to change & modification. Architectural, engineering, inspection, contingency fees, and an allowance for art enrichment are included in Project Cost. Master Plan Projects will also include such other projects which may hereafter constitute part of the Near-Term Master Plan.

APPENDIX B

Second Supplemental Resclution

AIRPORTS COMMISSION

APPENDIX B

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 92-0280

AIRPORTS COMMISSION OF THE CITY AND COUNTY
OF SAN FRANCISCO

Second Supplemental Resolution
Providing for the Issuance of
Not to Exceed $2,400,000,000 Aggregate Principal Amount of

SAN FRANCISCO INTERNATIONAL AIRPORT
SECOND SERIES REVENUE BONDS

Adopted on November __, 1992

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 92-0280

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MASTER PLAN BONDS

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 92-0290

Second Supplemental Resolution Providing for the Issuance of Not to Exceed $2,400,000,000 Aggregate Principal Amount of

San Francisco International Airport
Second Series Revenue Bonds

WHEREAS, the Airports Commission of the City and County of San Francisco (the "Commission"), on December 3, 1991, duly adopted its Resolution No. 91-0210, providing for the issuance of San Francisco International Airport Second Series Revenue Bonds, which Resolution, as previously supplemented and amended and as supplemented and amended by Resolution No. 92-0238, adopted by the Commission on September 15, 1992 (herein called the "First Supplemental Resolution") and as supplemented and amended by this Resolution No. __, is herein called the "1991 Resolution"); and

WHEREAS, the 1991 Resolution provides that the Commission may issue Bonds from time to time as the issuance thereof is authorized by the Commission; and

WHEREAS, the Commission has determined that up to 15 Series of Bonds in an aggregate principal amount of not to exceed Two Billion Four Hundred Million ($2,400,000,000)(the "Master Plan Bonds"), should be issued pursuant to the 1991 Resolution for the purpose of financing the construction, acquisition, equipping and development of the projects included in the Commission's Near-Term Master Plan from time to time (the "Master Plan Projects"), and providing funds for making deposits in reserve funds for the Bonds and for the payment of the costs of issuance of the Master Plan Bonds; and

WHEREAS, the Commission approved the Master Plan on November 3, 1992 following review pursuant to the California Environmental Quality Act, California Public Resources Code Sections 21000 et. seq.. Said review was based upon an environmental impact report prepared and certified by the San Francisco Department of City Planning and upon other evidence. The Commission adopted mitigation measures to mitigate the potentially significant impacts of the Master Plan projects and found overriding considerations regarding the remaining unavoidable impacts of the projects;

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 92-0290

NOW, THEREFORE, BE IT RESOLVED by the Airports Commission of the City and County of San Francisco, as follows:

ARTICLE 5-XXIII

DEFINITIONS AND GENERAL PROVISIONS

SECTION 5-23.01. Definitions. All capitalized terms in Articles 5-XXIII through 5-XXIV not otherwise defined herein shall have the meanings assigned to them in Article I of the 1991 Resolution.

For the purposes of Articles 5-XXIII through 5-XXIV, the following words shall have the following meanings:

"Aggregate Maximum Annual Debt Service" means the maximum amount of Annual Debt Service in any Fiscal Year during the period from the date of calculation to the final scheduled maturity of the Participating Series.

"Annual Debt Payments" means the amount scheduled to become due and payable on Outstanding Master Plan Bonds in any Fiscal Year as (a) interest, plus (b) principal at maturity, plus (c) mandatory sinking fund redemptions.

"Bond Depository" means the securities depository for a Series of Master Plan Bonds appointed as such pursuant to Section 5-24.03, and its successors and assigns.

"Closing Date" means the date upon which a Series of Bonds is initially issued and delivered in exchange for the proceeds representing the purchase price of such Series of Bonds paid by the original purchaser thereof.

"Completion Date" means the Completion Date (as defined in the related Tax Certificate) of a Master Plan Project.

"Costs of Issuance" means payment of, or reimbursement of the Commission for, all reasonable costs incurred by the

Commission in connection with the issuance of the Master Plan Bonds, including, but not limited to:

(a) counsel fees related to the issuance of the Master Plan Bonds (including bond counsel, Trustee's counsel and the City Attorney);

(b) financial advisor fees incurred in connection with the issuance of the Master Plan Bonds;

(c) Rating agency fees;

(d) the initial fees and expenses of the Trustee, the Registrar and the Authenticating Agent;

(e) accountant fees related to the issuance of the Master Plan Bonds;

(f) printing and publication costs;

(g) costs of engineering and feasibility studies necessary to the issuance of the Master Plan Bonds, but excluding costs of such studies related solely to completion of the Master Plan Projects and not to the financing; and

(h) any other cost incurred in connection with the issuance of the Bonds that constitutes an "issuance cost" within the meaning of Section 147(g) of the Code.

"Information Services" means: Financial Information, Inc.'s "Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 65 Broadway, 16th Floor, New York, New York 10006; Moody's Investors Services' "Municipal and Government," 99 Church Street, 8th Floor, New York, New York 10007, Attention: Municipal News Reports; and Standard and Poor's Corporation's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with the then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the Commission may designate.

"Master Plan Bonds" means the up to 15 Series of San Francisco International Airport Second Series Revenue Bonds, in

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an aggregate principal amount not to exceed $2,400,000,000, that are authorized to be issued by the Commission from time to time pursuant to this Second Supplemental Resolution.

"Master Plan Projects" means the Near-Term Master Plan Projects listed on Exhibit A hereto, as such Exhibit A may be modified from time to time.

"Maximum Series Annual Debt Service" means the maximum amount of Annual Debt Service in any Fiscal Year during the period from the date of calculation to the final scheduled maturity of a single Series of 1991 Resolution Bonds.

"Nominee" means the nominee of the Bond Depository as determined from time to time in accordance with Section 5-24.03, for any one or more Series of Master Plan Bonds.

"Participating Series" means the Issue 1 Bonds, each Series of 1991 Resolution Refunding Bonds, any Series of Master Plan Bonds designated as a Participating Series pursuant to Section 5-24.07 of this Second Supplemental Resolution and any other Series of Bonds hereafter designated by Supplemental Resolution as being secured by the Issue 1 Reserve Account.

"Project Costs" means the costs of financing and constructing the Master Plan Projects and shall include the following:

(i) payment of, or reimbursement of the Commission for, any amounts necessary to pay the fees of, and any other amounts due, any Credit Provider or interest on any obligations incurred under a Credit Facility during the Series Construction Period;

(ii) (a) payment of the costs incurred or to be incurred in connection with or incidental to the acquisition, construction, development or equipping of the Master Plan Projects, including administrative, legal (including but not limited to fees and expenses of the City Attorney), engineering, planning, design, studies, insurance costs, costs of obtaining any applicable licenses or permits and financing costs, and (b) payment to the Commission of such amounts, if any, as shall be necessary to pay or reimburse the Commission in full for all advances and payments made by either of them relating to the Project prior to or after the date of issuance and delivery of the Bonds, including expenditures in connection with acquisition

by the Commission of appropriate title or interest in and to the project site (including the cost of such acquisition and of any rights-of-way or easements relating to or necessary or useful to the Master Plan Projects or the project site), site improvement, and all real or personal property deemed necessary in connection with the Master Plan Project, or any one or more of such expenditures (including architectural, engineering and supervisory services) with respect to any of the foregoing;

(iii) Costs of Issuance;

(iv) payment of, or reimbursement of the Commission for, as such payments become due, the fees and expenses of the Trustee, the Registrar, the Paying Agent and the Authenticating Agent and the fees and expenses of their counsel properly incurred under the 1991 Resolution during the Series Construction Period;

(v) payment of the premiums on all insurance required to be taken out and maintained under the 1991 Resolution during the Series Construction Period;

(vi) payment of interest on the Master Plan Bonds during the Series Construction Period; and

(vii) any other costs and expenses relating to the Master Plan Projects authorized under the Act.

"Record Date" means the fifteenth day of the month before each Payment Date.

"Redemption Price" means the Principal Amount and premium, if any, payable in accordance with the terms thereof of Master Plan Bonds called for redemption.

"Regulations" means the Income Tax Regulations promulgated or proposed by the Department of the Treasury pursuant to the Code from time to time.

"Securities Depositories" means: The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax: (516) 277-4039 or -4190; Midwest Securities Trust Company, Structures-Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605, Fax: (312) 663-2343; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103, Attention: Bond Department,

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Fax: (215) 496-5058; or, in accordance with the then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Commission may designate.

"Series Annual Debt Payments" means the amount scheduled to become due and payable on the Outstanding Bonds of a Series of Master Plan Bonds in any Fiscal Year as (a) interest, plus (b) principal at maturity, plus (c) mandatory sinking fund redemptions.

"Series Call Protection Date" means the date determined in accordance with Section 5-24.04 before which a Series of Master Plan Bonds is not subject to optional redemption.

"Series Construction Account" means the Construction Account created pursuant to Section 5-24.05 for a Series of Master Plan Bonds.

"Series Construction Period" means the period commencing on the date of original issuance of a Series of Master Plan Bonds and ending on the Completion Date of the Series Project.

"Series Debt Service Accounts" means the Series Interest Account, the Series Principal Account and the Series Redemption Account.

"Series Project" means the Master Plan Project or Projects financed in whole or in part by a Series of Master Plan Bonds.

"Series Rebate Account" means the Rebate Account created pursuant to Section 5-24.13 for a Series of Master Plan Bonds.

"Series Reserve Account" means a Reserve Account created pursuant to Section 5-24.07(d) for a Series of Master Plan Bonds.

"Series Reserve Requirement" means for each Series of Master Plan Bonds secured by a Series Reserve Account, the amount designated as the Series Reserve Requirement pursuant to Section 5-24.07(a).

"Series Sale Resolution" means a resolution of the Commission, (i) awarding a Series of Master Plan Bonds to the successful bidder in accordance with the terms of the Official Notice of Sale, and (ii) determining the interest rates to be borne by said Series of Master Plan Bonds, whether principal payments in any given year are to be serial maturities or mandatory sinking fund payments, and the dates of any mandatory sinking fund payments, the purchase price of the Series of Master Plan Bonds, providing for bond insurance for any or all of the Series of Master Plan Bonds and determining such other matters relating to the Series of Master Plan Bonds as may be permitted or authorized to be determined by the Commission in accordance with the 1991 Resolution and this Supplemental Resolution.

"Tax Certificate" means a certificate executed and delivered by an Authorized Commission Representative on the Closing Date, or any functionally similar replacement certificate subsequently executed and delivered by an Authorized Commission Representative with respect to the requirements of Section 148 of the Code relating to a Series of Bonds.

SECTION 5-23.02. General Authorization. The appropriate officers, agents and employees of the Commission are each hereby authorized and directed in the name and on behalf of the Commission to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of one or more Series of Master Plan Bonds, in accordance with the provisions hereof and of the 1991 Resolution.

ARTICLE 5-XXIV

MASTER PLAN BONDS

SECTION 5-24.01. Authorization and Terms of Master Plan Bonds. Not to exceed 15 Series of Bonds to be issued under the 1991 Resolution, in the aggregate principal amount of not to exceed Two Billion Four Hundred Million Dollars ($2,400,000,000), are hereby created. Each Series of said Bonds shall be known as the "San Francisco International Airport Second Series Revenue Bonds, Issue _" (with the Series designation to be the Arabic number next succeeding the number used as a Series designation for the immediately preceding Series of 1991 Resolution Bonds) (collectively, the "Master Plan Bonds"). Each Series of Master

Plan Bonds shall be issued only in fully registered form, shall be issued in denominations of $5,000 or any integral multiple thereof, and shall be dated as hereinafter provided and shall bear interest from its dated date(s). The Bonds of each Series of Master Plan Bonds shall be numbered in such manner as the Registrar shall determine.

(a) Each Series of Master Plan Bonds shall bear interest at such rate or rates, not exceeding twelve percent (12%) per annum, as may be fixed by the Commission by the Series Sale Resolution for said Series of Master Plan Bonds; provided, however, that all Series of Master Plan Bonds designated as taxable pursuant to Section 5-24.15 shall bear interest at such rate or rates, not exceeding fifteen percent (15%) per annum, as may be fixed by the Commission by the Series Sale Resolution for said Series of Master Plan Bonds. Interest on each Series of Master Plan Bonds shall be payable commencing on such May 1, or November 1, as the Director of Airports or his designee shall determine, and semiannually thereafter on May 1, and November 1 (each an "Interest Payment Date"), in each year, by check or draft mailed to the persons shown as the registered owners of such Series of Master Plan Bonds on the registration books for such Series of Master Plan Bonds as of the close of business on the Record Date before such Interest Payment Date, or, upon request to the Trustee prior to the Record Date, by wire transfer to a financial institution within the continental United States to the registered owner of at least $1,000,000 in aggregate Principal Amount of such Series of Master Plan Bonds. Payment of the principal or redemption price of each Series of Master Plan Bonds shall be made upon surrender thereof at the office of the Trustee in San Francisco, California. Payment of principal of, premium, if any, and interest on each Series of Master Plan Bonds shall be made in any lawful currency of the United States of America. Interest on each Series of Master Plan Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

(b) Each Series of Master Plan Bonds shall mature on May 1, in the years and in the amounts established by the Series Sale Resolution for said Series. Principal payments, in the form either of maturities or mandatory sinking fund payments (in the latter case, attributable to certain Bonds herein called the "Master Plan Term Bonds"), shall occur on May 1 in the years and in the amounts as shall be specified in the Official Notice of Sale for such Series. The Director of Airports or his designee is hereby authorized and directed to determine the aggregate

Principal Amount of the Master Plan Bonds and of each Series of Master Plan Bonds, the dated date(s) of each Series of Master Plan Bonds, and the years and amounts of the annual principal payments of each Series of Master Plan Bonds. Notwithstanding the preceding sentence, (i) no Series of Master Plan Bonds shall have a final maturity after May 1, 2027, and (ii) the annual payments of Principal Amount of each Series of Master Plan Bonds shall be in such amounts as will allow for Series Annual Debt Payments of such Series of Master Plan Bonds, given the then prevailing interest rates, to be such that (ignoring the first two Fiscal Years during which a Series of Master Plan Bonds is Outstanding) (y) the Series Annual Debt Payments of such Series during the Fiscal Year in which such Series Annual Debt Payments are the highest are no more than 120% of Series Annual Debt Payments of such Series during the Fiscal Year in which Series Annual Debt Payments are the lowest or (z) immediately after the issuance of such Series of Master Plan Bonds, with respect to Fiscal Years during which there are scheduled annual payments of Principal Amount for all Series of Master Plan Bonds then Outstanding, the Annual Debt Payments during the Fiscal Year in which Annual Debt Payments are the highest are no more than 120% of the Annual Debt Payments during the Fiscal Year in which Annual Debt Payments are the lowest.

(c) The date upon which bids for the purchase of a Series of Master Plan Bonds shall be received shall be established by the Director of Airports or his designee and shall be no later than November 1, 1996.

(d) At any time after the adoption of this Supplemental Resolution and the applicable Series Sale Resolution, the Commission may execute and deliver one or more Series of Master Plan Bonds to the Trustee. The Authenticating Agent shall authenticate and deliver to, or upon the written order of, the Commission, Master Plan Bonds in an aggregate principal amount not exceeding Two Billion Four Hundred Million Dollars ($2,400,000,000) minus the aggregate principal amount of Master Plan Bonds previously issued.

SECTION 5-24.02. Form of Master Plan Bonds; Execution. Each Series of Master Plan Bonds and the certificate of authentication to be executed thereon shall be in substantially the form set forth in Exhibit B hereto which is hereby incorporated herein by reference, with such additions, deletions, substitutions or changes as the Director of Airports or his designee may approve with the advice of counsel, such approval to

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be conclusively evidenced by the delivery of the Bonds to the purchasers thereof. The signatures of the officers of the Commission upon such Master Plan Bonds shall be printed, lithographed or engraved facsimiles thereof.

SECTION 5-24.03. Book-Entry System. Unless the Director of Airports or his designee determines that a Series of Master Plan Bonds shall be issued in registered form other than in book-entry form in accordance with a resolution of the Commission, the Master Plan Bonds shall initially be issued in book-entry form as further provided in this Section 5-24.03.

(a) The Master Plan Bonds shall initially be issued in the form of a separate single fully-registered Master Plan Bond for each separate stated maturity of each Series of the Master Plan Bonds. Except as provided in subsection (c) of this Section 5-24.03, all of the Master Plan Bonds shall be registered in the name of the Nominee.

The Trustee, the Registrar, the Paying Agents and the Commission may treat the registered owner of each Master Plan Bond as the sole and exclusive owner thereof for the purposes of payment of the principal or redemption price of or interest on the Series of Master Plan Bonds to which such Master Plan Bond belongs, selecting the Master Plan Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the 1991 Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders, and for all other purposes whatsoever, and neither the Trustee, the Registrar, the Paying Agents nor the Commission shall be affected by any notice to the contrary.

Neither the Trustee, the Registrar, the Paying Agents nor the Commission shall have any responsibility or obligation to any participant in the Bond Depository (a "Participant"), any person claiming a beneficial ownership interest in the Master Plan Bonds under or through the Bond Depository or any Participant, or any other person who is not shown on the registration books as being a Bondholder, with respect to (i) the accuracy of any records maintained by the Bond Depository or any Participant; (ii) the payment by the Bond Depository or any Participant of any amount in respect of the principal of, redemption price of or interest on the Master Plan Bonds; (iii) the delivery of any notice which is permitted or required to be given to Bondholders under the 1991 Resolution; (iv) the selection by the Bond Depository or any Participant of any person to receive payment in the event of a partial redemption of the

Master Plan Bonds; (v) any consent given or other action taken by the Bond Depository as Bondholder; or (vi) any other purpose.

The Trustee or the Paying Agents, as the case may be, shall pay all principal of and premium, if any, and interest on the Master Plan Bonds only to or upon the order of the Bond Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Commission's obligations with respect to the payment of the principal of and premium, if any, and interest on the Master Plan Bonds to the extent of the sum or sums so paid. No person other than the Bond Depository shall receive an authenticated Master Plan Bond evidencing the obligation of the Commission to make payments of principal of and premium, if any, and interest pursuant to the 1991 Resolution. Upon delivery by the Bond Depository to the Trustee of written notice to the effect that the Bond Depository has determined to substitute a new Nominee in place of the current Nominee, and subject to the provisions herein with respect to record dates, the word Nominee in this Article 5-XXIV shall refer to such new Nominee.

(b) In order to qualify each Series of Master Plan Bonds for the Bond Depository's book-entry system, the appropriate officers or employees of the Commission are hereby authorized to execute, seal, countersign and deliver on behalf of the Commission to the Bond Depository for each Series of Master Plan Bonds, a Letter of Representation (the "Representation Letter") from the Commission representing such matters as shall be necessary to so qualify the Master Plan Bonds. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 5-24.03 or in any other way impose upon the Commission any obligation whatsoever with respect to persons having beneficial ownership interests in the Master Plan Bonds other than the Bondholders.

(c) In the event (i) the Bond Depository determines not to continue to act as securities depository for a Series of Master Plan Bonds, or (ii) the Commission determines that the Bond Depository shall no longer so act and delivers a written certificate to the Trustee to that effect, then the Commission will discontinue the book-entry system with the Bond Depository for such Series of Master Plan Bonds. If the Commission determines to replace the Bond Depository for a Series of Master Plan Bonds with another qualified securities depository, the Commission shall prepare or direct the preparation of a new, single, separate, fully registered Master Plan Bond of such

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Series for each maturity of such Series of Master Plan Bonds registered in the name of such successor or substitute qualified Bond Depository or its Nominee, or make such other arrangements acceptable to the Trustee, the Paying Agents and such successor or substitute Bond Depository as are not inconsistent with the terms of this Supplemental Resolution. If the Commission fails to identify another qualified Bond Depository to replace the incumbent Bond Depository for a Series of Master Plan Bonds, then such Series of Master Plan Bonds shall no longer be restricted to being registered in the bond registration books in the name of the incumbent Bond Depository or its Nominee, but shall be registered in whatever name or names the incumbent Bond Depository or its Nominee transferring or exchanging such Series of Master Plan Bonds shall designate.

(d) Notwithstanding any provision of the 1991 Resolution to the contrary, so long as the Master Plan Bonds are registered in the name of the Nominee, all payments with respect to principal of and premium, if any, and interest on the Master Plan Bonds and all notices with respect to the Master Plan Bonds shall be made and given, respectively, as provided in the Representation Letter for the related Series of Master Plan Bonds or as otherwise instructed by the Bond Depository.

(e) The initial Bond Depository with respect to each Series of Master Plan Bonds shall be The Depository Trust Company ("DTC"). The initial Nominee with respect to each Series of Master Plan Bonds shall be CEDE & CO., as nominee of DTC.

SECTION 5-24.04. Redemption of Master Plan Bonds.

(a) Optional Redemption. Master Plan Bonds maturing on or before the Series Call Protection Date (determined as hereinafter provided) shall not be subject to optional redemption prior to their respective stated maturity dates. Master Plan Bonds maturing after the Series Call Protection Date shall be subject to optional redemption prior to their respective stated maturity dates, at the option of the Commission, from any source of available funds, as a whole or in part on any date (and by lot within a maturity), on or after the Series Call Protection Date, at specified redemption prices (computed upon the Principal Amount of Bonds called for redemption), together with accrued interest to the date fixed for redemption.

The Director of Airports or his designee is hereby authorized and directed to determine the Series Call Protection

Date and the optional redemption prices for each Series of Master Plan Bonds; provided, that the Series Call Protection Date shall be on a May 1, not later than twelve (12) years from the initial principal payment date for said Series of Master Plan Bonds; and further provided, that the optional redemption premiums shall not exceed five percent (5%) of the Principal Amount of the Bonds called for redemption, nor extend more than five (5) years beyond the Series Call Protection Date.

(b) Mandatory Redemption. Master Plan Term Bonds, if any, shall also be subject to redemption prior to their stated maturity or maturities, in part and by lot, from mandatory sinking fund payments required by Section 5-24.06(c), on any May 1, on or after the first date upon which mandatory sinking fund payments are to be made (as established by the related Series Sale Resolution), at the Principal Amount thereof and accrued interest thereon to the date of redemption, but without premium. No Master Plan Term Bonds maturing on any date shall be redeemed from mandatory sinking fund payments until Master Plan Term Bonds of the same Series maturing on preceding term maturity dates, if any, in order of term maturities, shall have been retired.

Except as in this Section 5-24.04 otherwise provided, the redemption of Master Plan Bonds shall be subject to the provisions of Article III of the 1991 Resolution.

SECTION 5-24.05. Establishment and Application of Series Construction Fund Accounts. (a) In accordance with Section 4.01 of the 1991 Resolution, there are hereby created within the Airport Construction Fund a separate account for each Series of Master Plan Bonds to be held by the Treasurer and designated as the "Issue _ Construction Account" (the blank to be completed with the numerical designation of the Series). Moneys in the Construction Account for each Series shall be applied to the payment of the Project Costs for such Series.

(b) The Treasurer is hereby authorized to disburse from each Series Construction Account the amount required for the payment of Project Costs and is directed to make such disbursements upon receipt of a warrant drawn by the Controller.

(c) Upon the Completion Date of a Series Project, the Commission shall give the Treasurer and the Trustee written notice thereof in accordance with the Tax Certificate and shall

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apply any moneys then remaining in the Series Construction Account in accordance with said notice.

SECTION 5-24.06. Establishment and Application of Series Debt Service Fund Accounts.

(a) Establishment of Series Accounts. Pursuant to Section 5.03 of the 1991 Resolution, the following separate accounts for each Series of Master Plan Bonds to be held by the Trustee are hereby created within the 1991 Resolution Debt Service Fund and designated as indicated: "Issue _ Interest Account," "Issue _ Principal Account" and "Issue _ Redemption Account," with the blanks to be completed with the numerical designation of the particular Series of Master Plan Bonds.

(b) Application of Series Interest Account. The Trustee shall apply moneys in each Series Interest Account to the payment of interest on the related Series of Master Plan Bonds when due, including accrued interest on any Master Plan Bonds of such Series purchased or redeemed prior to maturity.

(c) Application of Series Principal Account.

(1) The Trustee shall apply moneys in the Series Principal Account for each Series of Master Plan Bonds to the payment of the Principal Amount of such Series of Master Plan Bonds when due and the payment of mandatory sinking fund payments on Master Plan Term Bonds of such Series.

(2) The Commission may, from time to time, purchase any Master Plan Bonds out of available moneys of the Commission at such prices as the Commission may determine in a request of an Authorized Commission Representative plus accrued interest thereon.

(3) At the discretion of the Commission, the Trustee shall apply mandatory sinking fund payments, as rapidly as may be practicable, to the purchase of Master Plan Term Bonds at public or private sale as and when and at such prices (including brokerage and other expenses, but excluding accrued interest on Master Plan Bonds, which is payable from the related Series Interest Account) as the Commission may in its discretion determine, but not to exceed the par value thereof.

(4) All Master Plan Bonds purchased or redeemed under the provisions of this Section 5-24.06 shall be delivered to, and canceled and destroyed by, the Trustee and shall not be reissued.

(d) Establishment and Application of Series Redemption Account. The Trustee shall apply moneys in the Series Redemption Account for each Series of Master Plan Bonds to the payment of the Redemption Price of such Series of Master Plan Bonds called for redemption pursuant to Section 5-24.04(a). Accrued interest on Master Plan Bonds redeemed pursuant to Section 5-24.04(a) shall be paid from the Series Interest Account for such Series.

(e) Deficiencies in the Series Debt Service Accounts. In the event that the amount on deposit in any Series Debt Service Account for any Series of Master Plan Bonds is insufficient to pay the interest or Principal Amount or Redemption Price coming due on such Series of Master Plan Bonds, the Trustee shall transfer from the Issue 1 Reserve Account or the Series Reserve Account created pursuant to Section 5-24.07(c), as the case may be, to the Series Interest Account, Series Principal Account or Series Redemption Account, for such Series, as the case may be, not later than five days prior to the date on which such payment is required, the amount of such deficiency.

SECTION 5-24.07. Establishment of a Series of Master Plan Bonds as a Participating Series; Alternative Creation of Separate Reserve Accounts.

(a) Reserve Requirement. Each Series of Master Plan Bonds shall be a Participating Series or shall be secured by a Series Reserve Account. The amount in each Series Reserve Account shall be established and maintained at an amount equal to the Series Reserve Requirement. The Series Reserve Requirement for each Series of Master Plan Bonds secured by a Series Reserve Account shall be Maximum Series Annual Debt Service.

(b) Determination of Participating Series. The Director of Airports or his designee is hereby authorized and directed to determine whether or not a Series of Master Plan Bonds is to be declared to be a Participating Series with respect to the Issue 1 Reserve Account established by Section 1-13.07 of the 1991 Resolution.

(c) Valuation of Participating Series. In the event a Participating Series of Master Plan Bonds is to be redeemed in

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whole or in part pursuant to Section 5-24.04 or the Commission notifies the Trustee in writing of its intention to refund the said Participating Series of Master Plan Bonds in whole or in part, the Trustee shall value the amount in the Issue 1 Reserve Account in accordance with Section 1-13.07(b), and if the Trustee determines that the amount in the Issue 1 Reserve Account exceeds Aggregate Maximum Annual Debt Service on the Bonds of the Participating Series to remain Outstanding after such redemption or refunding, upon the request of the Commission signed by an Authorized Commission representative, the Trustee shall transfer the amount of such excess in accordance with such request. The Trustee may request at any time, and the Commission shall deliver within 10 Business Days of such request, a certificate stating the amount of the Aggregate Maximum Annual Debt Service on the then Outstanding Bonds of the Participating Series, and the Trustee shall be entitled to rely on such certificate.

(d) Series Reserve Accounts.

(1) In the event the Director of Airports or his designee determines that a Series of Master Plan Bonds shall not be a Participating Series, there is hereby created for such Series of Master Plan Bonds a separate reserve account within the 1991 Resolution Reserve Fund held by the Trustee to be designated as the "Issue _ Reserve Account" (each such reserve account is herein called a "Series Reserve Account"). The moneys in said account shall be used solely for the purpose of paying interest, principal or mandatory sinking fund payments on the Series of Master Plan Bonds for which such reserve account is established whenever any moneys then credited to the accounts within the 1991 Resolution Debt Service Fund for such Series of Master Plan Bonds are insufficient for such purposes. If at any time the balance in said account shall for any reason be diminished below an amount equal to the Maximum Series Annual Debt Service on the then Outstanding Bonds of such Series, the Trustee shall immediately notify the Commission of such deficiency, and the Commission shall cause said Series Reserve Account to be replenished by transfers from available Net Revenues over a period not to exceed twelve months from the date the Commission receives notice from the Trustee of such deficiency. The Trustee may request at any time, and the Commission shall deliver within 10 Business Days of such request, a certificate stating the amount of the Maximum Series Annual Debt Service on the then Outstanding Bonds of any Series, and the Trustee shall be entitled to rely on such certificate.

(2) From time to time, but not less frequently than annually, the Trustee shall determine the amount in each Series Reserve Account. Permitted Investments in such Reserve Accounts shall be valued at cost plus accreted value.

(3) Within 90 days after the end of each Fiscal Year, and at such other times as the Commission shall request in writing, the Trustee shall determine the amount in each Series Reserve Account. In the event that the Trustee determines on any valuation date that the amount in a Series Reserve Account exceeds Maximum Series Annual Debt Service on all then Outstanding Bonds of such Series, upon the request of the Commission signed by an Authorized Commission Representative, the Trustee shall transfer the amount of such excess to the Treasurer for deposit in the Revenues Account.

(4) In the event a Series of Master Plan Bonds other than a Participating Series is to be redeemed in whole or in part pursuant to Section 5-24.04 or the Commission notifies the Trustee in writing of its intention to refund the said Series of Master Plan Bonds in whole or in part, the Trustee shall value the amount in the Series Reserve Account for such Series in accordance with this Section 5-24.07, and if the Trustee determines that the amount in such Series Reserve Account exceeds Maximum Series Annual Debt Service on the Bonds of such Series to remain Outstanding after such redemption or refunding, upon the request of the Commission signed by an Authorized Commission Representative, the Trustee shall transfer the amount of such excess in accordance with such request.

(5) At its option, the Commission may at any time substitute a Credit Facility meeting the requirements of this Section 5-24.07(g) for amounts on deposit in any Series Reserve Account. The Commission shall not substitute a Credit Facility for all or any part of the amounts on deposit in any such Series Reserve Account, if such substitution will cause the then current ratings on the Series of Master Plan Bonds secured by such Series Reserve Account to be downgraded or withdrawn. In the event that after the substitution of a Credit Facility for all or any part of the amounts on deposit in any Series Reserve Account, the amount in such Reserve Account is greater than Maximum Series Annual Debt Service of the then Outstanding Bonds of such Series, upon the request of an Authorized Commission Representative, the Trustee shall transfer such excess to the Commission to be used solely for Airport purposes.

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SECTION 5-24.08. Disposition of Proceeds of the Master Plan Bonds. The proceeds of the sale of each Series of Master Plan Bonds shall be deposited with the Treasurer and shall be held in trust and set aside by the Treasurer as follows:

(a) The Treasurer shall transfer to the Trustee for deposit in the Series Interest Account for such Series an amount equal to interest accrued on such Series of Master Plan Bonds to the date of delivery thereof.

(b) The Treasurer shall transfer to the Trustee for deposit in the Issue 1 Reserve Account or separate reserve account created pursuant to Section 5-24.07(d) of this Supplemental Resolution, an amount equal to Maximum Series Annual Debt Service on such Series of Master Plan Bonds, or such lesser amount as will increase the balance of the Issue 1 Reserve Account to the Aggregate Maximum Annual Debt Service.

(c) The remaining proceeds from the sale of the Master Plan Bonds of such Series shall be deposited by the Treasurer in the Series Construction Account for application to the payment of the Project Costs of the Series Project.

SECTION 5-24.09. Deposits of Net Revenues in Series Debt Service Accounts. In accordance with Section 5.03 of the 1991 Resolution, on the second Business Day of each month, the Treasurer shall allocate and transfer to the Trustee for deposit in the Series Debt Service Accounts amounts from the Net Revenues, as follows:

(a) In the Series Interest Account for each Series of Master Plan Bonds, in approximately equal monthly installments, an amount equal to at least one-sixth (1/6) of the aggregate amount of interest becoming due and payable on such Series of Master Plan Bonds on the next succeeding semiannual interest payment date; provided, however, that no moneys need be deposited in a Series Interest Account except to the extent that such moneys are required for the payment of interest to become due on such Series of Master Plan Bonds on the next succeeding semiannual interest payment date, after the application of the moneys then on deposit in the Series Interest Account; and provided, further, that subject to the preceding proviso, during the period preceding the first interest payment date on a Series of Master Plan Bonds, the amount of each monthly installment shall be equal to the product of a fraction the numerator of which is one and the denominator of which is the number of whole

calendar months from the Closing Date to the first interest payment date on such Series of Master Plan Bonds minus one, and the aggregate amount of interest becoming due and payable on such Series of Master Plan Bonds on said interest payment date.

(b) In the Series Principal Account for each Series, in approximately equal monthly installments, commencing on the second day of the month set forth in the Series Sale Resolution, an amount equal to at least one-twelfth (1/12) of the aggregate Principal Amount becoming due and payable on the Outstanding Serial Master Plan Bonds of such Series on the next succeeding Principal Payment Date, until there shall have been accumulated in the Series Principal Account for such Series an amount sufficient to pay the Principal Amount of all Serial Master Plan Bonds of such Series maturing by their terms on the next Principal Payment Date.

(c) The Treasurer shall also transfer to the Trustee for deposit in the Series Principal Account for each Series, in approximately equal monthly installments, commencing on or before the second day of the month set forth in the Series Sale Resolution, prior to the first mandatory sinking fund payment date, an amount equal to at least one-twelfth (1/12) of the mandatory sinking fund payment required to be made pursuant to the Series Sale Resolution for such Series on the next succeeding mandatory sinking fund payment date, as such mandatory sinking fund payments and mandatory sinking fund payment dates may be set forth in the Series Sale Resolution for such Series.

SECTION 5-24.10. Permitted Investments. Amounts in the Series Debt Service Accounts for each Series of Master Plan Bonds shall be invested in Permitted Investments described in clauses (a) or (b) of the definition of Permitted Investments maturing on or before the Payment Date on which the proceeds of such Permitted Investments are intended to be applied for the purposes of the Series Debt Service Account to which such Permitted Investments are allocated. Amounts in the Issue 1 Reserve Account or any Series Reserve Account shall be invested in Permitted Investments described in clauses (a) or (b) of the definition of Permitted Investments maturing no later than seven years after the date of purchase of said Permitted Investment. Amounts in Series Construction Accounts may be invested in any Permitted Investment.

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 92-0290

SECTION 5-24.11. Transfer and Exchange of Master Plan Bonds; Registrar; Authenticating Agent; Paying Agents. Any Master Plan Bond may be transferred only as provided in this Section, upon the books required to be kept by the Registrar pursuant hereto, by the person in whose name it is registered, in person or by duly authorized attorney, upon surrender of such Bond to the Registrar for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. Whenever any Master Plan Bond shall be surrendered for transfer, the Commission shall execute and the Authenticating Agent shall cause to be authenticated and delivered a new Master Plan Bond of the same Series and maturity and for a like aggregate principal amount. The Registrar shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Master Plan Bonds may be exchanged at the principal office of the Registrar in San Francisco, California for a like aggregate principal amount of Master Plan Bonds of such Series of other authorized denominations of the same maturity. The Registrar shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee is hereby appointed as Registrar and Authenticating Agent for all Series of the Master Plan Bonds. The Trustee will keep or cause to be kept at its principal corporate trust office in San Francisco, California, sufficient books for the registration, transfer and exchange of the Master Plan Bonds, which shall at all times be open to inspection by the Commission; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or exchange on said register, Master Plan Bonds as herein provided.

The Trustee is hereby appointed as Paying Agent for the purpose of paying the principal or Redemption Price of and interest on all Series of the Master Plan Bonds.

SECTION 5-24.12. No Arbitrage. The Commission shall not take, nor permit to be taken by the Trustee or otherwise, any action which, if such action had been reasonably expected to have been taken or had been deliberately and intentionally taken on the date of the issuance of any Series of the Master Plan Bonds, would have caused such Series of the Master Plan Bonds to be

"arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations. To that end, the Commission will comply with all requirements of Section 148 of the Code to the extent applicable to each Series of Master Plan Bonds. In the event that at any time the Commission is of the opinion that for purposes of this Section 5-24.12 it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Article 5-XXIV, the Commission shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

SECTION 5-24.13. Rebate to United States. The Commission will pay or cause to be paid to the United States Government the amounts required by Section 148(f) of the Code and any Regulations promulgated thereunder at the times required thereby. To further the satisfaction of such rebate requirement, there is hereby created, to be held by the Trustee as a separate fund for each Series of Master Plan Bonds distinct from all other funds and accounts held by the Trustee under the 1991 Resolution, a fund designated as the "Issue __ Rebate Account". The Trustee shall hold any payments received from the Commission for deposit into the Series Rebate Account for each Series of Master Plan Bonds for purposes of ultimate rebate to the United States, all as more particularly described in the Tax Certificate for such Series. Pending payment to the United States, moneys held in the Series Rebate Account are hereby pledged to secure such payments to the United States as provided herein and in the Tax Certificate, and neither the Commission, the Bondholders nor any other person shall have any rights in or claim to such moneys. The Trustee shall invest all amounts held in the Series Rebate Accounts in Nonpurpose Investments (as defined in the applicable Tax Certificate), as directed by the Commission in the applicable Tax Certificate.

Computations of the rebate amount and all calculations under this Section and the Tax Certificate shall be furnished by or on behalf of the Commission. The Trustee shall be deemed conclusively to have complied with the provisions of this Section if it follows the directions of the Commission consistent with the provisions of the Tax Certificate. The Trustee shall have no liability or responsibility to enforce compliance by the Commission with the Rebate Requirement. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section, other than from moneys required to be held in the funds and accounts created under the 1991 Resolution,

AIRPORT COMMISSION

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including the Series Rebate Accounts, or from other moneys provided to it by the Commission.

The Commission and the Trustee shall keep and retain, for a period of six (6) years following the retirement of the related Series of Master Plan Bonds, records of the determinations made pursuant to this Section 5-24.13.

In order to provide for the administration of this Section 5-24.13, the Commission may provide for the employment of independent attorneys, accountants and consultants, who shall be selected by the Commission with reasonable care and compensated on such reasonable basis as the Commission may deem appropriate, and the Trustee may rely conclusively upon the opinions, calculations, determinations and advice of such attorneys, accountants and consultants employed hereunder.

SECTION 5-24.14. Tax Covenant. The Commission shall not use or knowingly permit the use of any proceeds of the Master Plan Bonds or any other funds of the Commission, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Master Plan Bonds being treated as an obligation not described in Section 103(a) of the Code. Without limiting the generality of the foregoing, the Commission will comply with all the requirements and covenants contained in the Tax Certificate. This covenant shall survive the payment in full or defeasance of the Master Plan Bonds.

SECTION 5-24.15. Taxable Bonds. Notwithstanding anything in this Supplemental Resolution to the contrary, in the event the Director of Airports or his designee designates a Series Master Plan Bonds as obligations not described in Section 103(a) of the Code, the provisions of Sections 5-24.12, 5-24.13 and 5-24.14 shall not apply to such Series of Bonds.

AIRPORTS COMMISSION

CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 92-0290

EXHIBIT A

NEAR-TERM MASTER PLAN PROJECTS

(Inflated dollars in thousands)

Project Description	Project Cost[1]
Terminals	
Int'l Terminal (Arrivals Bldg)	$ 317,906
Boarding Area A	154,103
Boarding Area G	162,384
Boarding Area B-Phase I	109,852
Boarding Area D, Remodel	24,500
	768,745
Air Freight/Airline Maintenance	
Plot 1 Cargo/Maint. Facility	44,392
West Field Cargo/Maint. Fac.-Ph. I	39,680
North Field Cargo/Maint. Facility	49,600
Remodel TWA Cargo Facility	6,125
	139,797
Airport Support	
Multipurpose Facility	3,100
Relocation-CFR/Support Building	5,268
	8,368
General Aviation	
FBO Building	19,840
Commercial	
Service Station	1,225
Transportation	
Ground Transportation Center	269,945
Light Rail System (LRS)-Phase I	330,990
LRS Maintenance Facility	18,600
	$ 619,535

Project Description	Project Cost[1]
Miscellaneous Facilities	
Relocation-Coast Guard Facilities	$ 24,500
Seaplane Harbor Dock Facility	1,225
	25,725
Parking	
Addition to Lot "D"	9,800
Lot "DD" Paving	9,188
Lot "DD" Parking Structure	44,640
	63,628
Roadway Improvements	
USCG Perimeter Roadway	12,250
North Access Road	1,225
Ramps & Elevated Roadways	216,807
Widen South Perimeter Road	1,225
	231,507
Airside Improvements	
Taxiway A & B Realignment North Terminal	12,250
Taxiway A & B Realignment South Terminal-Phase II	11,129
	23,379
Demolition	
Preparation for Near-Term Projects	5,653
Other Support Projects	
Land Surveying	750
Geotechnical Investigation	475
Materials Testing	1,000
Hazardous Waste Removal	9,800
	12,025
Total	$1,919,427

NOTE: [1]Project costs are subject to change & modification. Architectural, engineering, inspection, contingency fees, and an allowance for art enrichment are included in Project Cost. Master Plan Projects will also include such other projects which may hereafter constitute part of the Near-Term Master Plan.

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 92-0290

EXHIBIT B
[FORM OF ISSUE _ BONDS]

$ No. _-

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
AIRPORTS COMMISSION OF THE CITY AND
COUNTY OF SAN FRANCISCO
SAN FRANCISCO INTERNATIONAL AIRPORT
SECOND SERIES REVENUE BONDS
ISSUE _

Dated Date	Interest Rate	Maturity Date	CUSIP No.
____ 1, 199_		May 1,	

Registered Owner: CEDE & CO.

Principal Sum: DOLLARS

The AIRPORTS COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO, a commission duly organized and existing under and pursuant to the Charter of the City and County of San Francisco and the laws of the State of California (hereinafter called the "Commission"), for value received, hereby promises to pay (but only out of the Net Revenues hereinafter referred to) to the registered owner hereinabove named or registered assigns, on the maturity date hereinabove stated (subject to any right of prior redemption hereinafter mentioned) the principal sum hereinabove stated together with interest thereon from the interest payment date next preceding the date of registration of this Bond (unless this Bond is registered on an interest payment date, in which event it shall bear interest from the date of registration, or unless this Bond is registered prior to the first interest payment date, in which event it shall bear interest from its date) until the principal hereof shall have been paid, at the interest rate per annum hereinabove stated, payable on ____ 1, ____ and semiannually thereafter on May 1 and November 1 in each year. Both the principal hereof and interest hereon are payable at the principal office of First Interstate Bank of California, the Trustee, in San Francisco, California, in lawful money of the United States of America.

This Bond is one of a duly authorized issue of San Francisco International Airport Second Series Revenue Bonds of the Commission (hereinafter called the "Bonds") of the series and designation indicated on the face hereof. Said authorized issue of Bonds is not limited in aggregate principal amount, and consists or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as in the Resolution hereinafter mentioned provided, all issued and to be issued pursuant to the provisions of the Charter of the City and County of San Francisco, and all laws of the State of California supplemental thereto, including the Revenue Bond Law of 1941 to the extent made applicable by said Charter (hereinafter called the "Act"). This Bond is issued pursuant to a resolution of the Commission, adopted December 3, 1991, as amended and supplemented, including as amended and supplemented by the Second Supplemental Resolution adopted _____, 1992, providing for the issuance of the Bonds, including the Issue _ Bonds, and an Issue _ Sale Resolution, providing for certain other terms and conditions of the Issue _ Bonds (said resolution and Issue _ Sale Resolution being hereinafter collectively called the "Resolution"). Reference is hereby made to the Resolution and to the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Revenues, as that term is defined in the Resolution, and the rights of the registered owners of the Bonds; and all the terms of the Resolution and the Act are hereby incorporated herein and constituted a contract between the Commission and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by its acceptance hereof, consents and agrees. Additional series of Bonds may be issued on a parity with the Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Resolution.

This Bond, including the interest hereon, together with all other Bonds, and the interest thereon, issued under the Resolution (and to the extent set forth in the Resolution), is payable from, and is secured by a charge and lien on, the Net Revenues derived by the Commission from the Airport (as those terms are defined in the Resolution). The lien created by the Resolution on said Net Revenues is subject and subordinate to the lien of Resolution No. 73-0065 adopted by the Commission on March 20, 1973, as supplemented and amended (the "1973 Resolution"), on the Net Revenues as therein defined so long as any bonds issued by the Commission under the 1973 Resolution remain outstanding. The Commission hereby covenants and warrants that, for the payment of the Bonds and interest thereon, there have been created and will be maintained by the Commission, special funds into which there shall be deposited from Net Revenues available for that purpose sums sufficient to pay the principal of, and interest on, all of the Bonds, as such principal and interest become due, and as an

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 92-0290

irrevocable charge the Commission has allocated Net Revenues to such payment, all in accordance with the Resolution.

The Bonds are special obligations of the Commission, and are payable, both as to principal and interest, and as to any premiums upon the redemption thereof, out of the Net Revenues pertaining to the Airport, and not out of any other fund or moneys of the Commission. No holder of this Bond shall ever have the right to compel any exercise of the taxing power of the City and County of San Francisco to pay this Bond or the interest hereon.

The Issue _ Bonds maturing on or before May 1, ____, are not subject to optional redemption prior to their respective stated maturity dates. The Issue _ Bonds maturing on or after May 1, 200_, are subject to optional redemption prior to their respective stated maturity dates, at the option of the Commission, from any source of available funds, in whole or in part on any date, and by lot within a maturity, on or after May 1, 200_, at the following redemption prices (expressed as a percentage of the principal amount of Issue _ Bonds called for redemption), together with accrued interest to the date fixed for redemption:

Redemption Period (Dates Inclusive)	Redemption Price
May 1, 200_ to April 30, 200_	%
May 1, 200_ to April 30, 200_	
May 1, 200_ and thereafter	

[The term Issue _ Bonds maturing May 1, 20__, are subject to mandatory redemption prior to maturity, in part, by lot, from mandatory sinking fund payments, at the principal amount thereof plus accrued interest thereon to the date of redemption, without premium, on each May 1, from May 1, 20__, to and including May 1, 20__.

The term Issue _ Bonds maturing May 1, 20__, are subject to mandatory redemption prior to maturity, in part, by lot, from mandatory sinking fund payments, at the principal amount thereof plus accrued interest thereon to the date of redemption, without premium, on each May 1, from May 1, 20__, to and including May 1, 20__.]

The Issue _ Bonds are issuable only as fully registered Bonds without coupons in denominations of $5,000 and any multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Resolution, fully registered Issue _ Bonds without coupons may be exchanged for a like aggregate principal amount

of fully registered Issue _ Bonds without coupons of other authorized denominations and of the same series and maturity.

This Bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at the principal office of the Trustee in San Francisco, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Issue _ Bond or Issue _ Bonds without coupons, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Commission, the Trustee and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the Commission, the Trustee and any paying agent shall not be affected by any notice to the contrary.

The rights and obligations of the Commission and of the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Resolution, provided that no such modification or amendment shall (i) extend the stated maturity of any Bond, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon or reduce any premium payable upon the redemption thereof, or change the currency for any payment of principal thereof of redemption premium or interest thereon, without the consent of the holder of each Bond so affected, or (ii) reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification or permit the creation of a lien upon the Net Revenues prior to or on a parity with the lien of the Resolution, without the consent of the holders of all of the Bonds then outstanding, or (iii) except as expressly permitted by the Resolution, prefer or give priority to any Bond without the consent of the registered owner of each Bond not receiving such preference or priority.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California and the Charter of the City and County of San Francisco, and that this Bond, together with all other indebtedness of the Commission pertaining to the Airport, is within every debt and other limit prescribed by

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 92-0299

the Constitution and statutes of the State of California and said Charter, and is not in excess of the amount of Bonds permitted to be issued under the Resolution.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, the AIRPORTS COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO has caused this Bond to be executed in its name and on its behalf by its President and countersigned by its Secretary, and the seal of said City and County to be imprinted or reproduced by facsimile hereon, and this Bond to be dated as of the ____ day of _____, 199_.

AIRPORTS COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO

By_____
President

Countersigned:

_____
Secretary of the Commission

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution and registered this ____ day of _____, _____.

_____
_____
as Trustee

By_____
Authorized Officer

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 92-0280

ASSIGNMENT

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the Commission at the office of the Trustee, with full power of substitution in the premises.

_____

Dated: _____

Witness: _____ Tax I.D. No. _____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within registered Bond in every particular, without alteration or enlargement or any change whatsoever.

ADOPTED by the Airports Commission of the City and County of San Francisco this 17th day of NOVEMBER, 1992, by the following vote:

Ayes: 4

Noes: 0

Absent: 1

[SEAL]

Approved as to Form:

LOUISE H. RENNE
City Attorney of the City and
County of San Francisco

By _____
Deputy City Attorney

I hereby certify that the foregoing resolution was adopted by the Airports Commission at its meeting of NOV 17 1992

_____
Secretary

Adopted - Board of Supervisors, San Francisco December 7, 1992

Ayes: Supervisors Achtenberg Alioto Conroy Gonzalez Hallinan Hsieh
Kennedy Maher Migden Shelley

Absent: Supervisor Britt

I hereby certify that the foregoing resolution
was adopted by the Board of Supervisors
of the City and County of San Francisco

John L. Taylor
Clerk

DEC 11 1992

File No.
170-92-13

Date Approved

Frank M. Jordan
Mayor

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 23-0100

ADOPT FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND AUTHORIZE ISSUANCE OF A REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES CONTRACT NO. 11917.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE WEST FIELD GARAGE 675 PROJECT

WHEREAS, the West Field Garage 675 Project (Project) will construct a new employee parking garage, upgrade the West Field AirTrain Station, and demolish existing facilities to support future development of the West Field Area; and

WHEREAS, on November 3, 1992, by Resolution No. 92-0284, the Commission approved the San Francisco Master Plan (Master Plan) and adopted findings, including a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program (MMRP), as required by the California Environmental Quality Act (CEQA), Cal. Public Resources Code Sec. 2100, *et seq*; and

WHEREAS, the Master Plan was the subject of a Program Environmental Impact Report (EIR) prepared by the City and County of San Francisco Office of Environmental Review and certified by the San Francisco Planning Commission on May 28, 1992, by Motion No. 13356, in accordance with the requirements of CEQA, Public Resources Code section 21000, *et seq*.; Title 14, section 15000, *et seq*. of the California Code of Regulations (CEQA Guidelines); and Chapter 31 of the San Francisco Administrative Code; and

WHEREAS, the West Field Garage 675 is a project included in the Master Plan, and is described generally in the Master Plan and analyzed in the EIR; and

WHEREAS, Section 15168 of the CEQA Guidelines requires subsequent activities in a program that are covered by a program EIR be examined in light of the EIR to determine whether additional environmental documentation must be prepared; and

WHEREAS, after reviewing the information regarding the Project, the San Francisco Planning Department, Environmental Planning Division prepared the Consolidated Administration Campus addendum to the Master Plan EIR, dated May 17, 2021, the Plot 10F Demolition and Paving and Cargo Building 662 addendum to the Master Plan Program EIR, dated December 15, 2022, and the West Field Cargo Redevelopment Project addendum to the Master Plan Program EIR, dated May 17, 2021, to address the changes to the Project to specifically evaluate the impacts of the modifications; and

WHEREAS, the San Francisco Planning Department, Environmental Planning Division concluded that the Project, as modified from its description in the EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the EIR, that the modifications to the Project would not cause new significant impacts not identified in the EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required; and

WHEREAS, since the EIR and addenda were finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the EIR or addenda due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the EIR or addenda; and

WHEREAS, the applicable MMRP mitigation measures will be implemented in connection with the Project as described in the addenda; and

WHEREAS, since adoption of the MMRP, the San Francisco Planning Department, Environmental Planning Division has updated the form of its cultural resources accidental discovery, including requirement to conduct archeological coring and testing prior to construction, and construction noise mitigation measures, and these measures are included in the addenda and associated MMRP; and

WHEREAS, the Project Management Support Services consultant will provide overall management expertise and oversight of the Project; the scope of work for the Contract will include design and construction management services, project controls, contract administration, cost estimating services, and field inspection; and

WHEREAS, the Request for Qualifications/Request for Proposals will contain minimum qualification requirements appropriate for the anticipated type, size, and complexity of the proposed scope of work; and

WHEREAS, the anticipated duration of the Contract is 54 months with an estimated total amount not to exceed $12,000,000; and

WHEREAS, the City's Contract Monitoring Division approved a Local Business Enterprise sub-consulting participation requirement of 20% for the Contract; now, therefore, be it

RESOLVED, that the Commission has reviewed and considered the EIR, addenda, and record, finds that they are adequate for its use as the decision-making body for the approval of Contract No. 11917.41, and incorporates the CEQA findings contained in Resolution Nos. 92-0284, 03-0207, and 15-0021, including the Statement of Overriding Considerations, as though set forth in this Resolution; and, be it further

RESOLVED, that the Commission hereby authorizes the Director to issue a Request for Qualifications/Request for Proposals for Professional Services Contract No. 11917.41, Project Management Support Services for the West Field Garage 675 Project, and to negotiate with the highest-ranked shortlisted proposers in successive order until negotiations are successful with one of the shortlisted proposers; and, be it further

RESOLVED, that following successful negotiations, the Director will present for the Commission's consideration a recommendation to award Professional Services Contract No. 11917.41, Project Management Support Services for the West Field Garage 675 Project.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of APR 18 2023

Secretary

San Francisco International Airport

MEMORANDUM
April 18, 2023

TO: AIRPORT COMMISSION
Hon. Malcolm Yeung, President
Hon. Everett A. Hewlett, Jr.
Hon. Jane Natoli
Hon. Jose F. Almanza

23-0100

APR 18 2023

FROM: Airport Director

SUBJECT: Adopt Findings Under California Environmental Quality Act and Authorization to Issue a Request for Qualifications/Request for Proposals for Professional Services Contract No. 11917.41, Project Management Support Services for the West Field Garage 675 Project

DIRECTOR'S RECOMMENDATION: ADOPT FINDINGS UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT AND AUTHORIZE THE DIRECTOR TO ISSUE A REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES CONTRACT NO. 11917.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE WEST FIELD GARAGE 675 PROJECT.

Executive Summary

The West Field Garage 675 Project (Project) will construct a new employee parking garage, upgrade the West Field AirTrain Station, and demolish existing facilities to support future development of the West Field Area.

The Contract will provide Project Management Support Services (PMSS) for the Project.

The Director seeks authorization to issue a Request for Qualifications/Request for Proposals (RFQ/RFP) for PMSS for the Project.

Background

The Project will construct a new employee parking garage, upgrade the West Field AirTrain Station, and demolish existing facilities to support future development of the West Field Area.

The consultant will provide overall management expertise and oversight for the Project. The scope of work for the Contract will include design and construction management services, project controls, contract administration, cost estimating services, and field inspection.

The RFQ/RFP will contain minimum qualification requirements appropriate for the anticipated size and complexity of the proposed scope. Upon determining which proposals meet the minimum qualifications, Staff will convene a selection panel to review and score the technical content of the proposals. Staff will then shortlist up to four of the highest-ranked

THIS PRINT COVERS CALENDAR ITEM NO. 6

proposers for interview by the selection panel. Staff will perform reference checks of past clients of the proposers and provide these to the selection panel for evaluation. See Attachment A for the proposed minimum qualification requirements and recommended evaluation and selection criteria.

Based upon the selection panel's evaluation of the proposals, interviews, and reference checks, Staff will negotiate with the highest-ranked shortlisted proposers in successive order until negotiations are successful with one of the shortlisted proposers. Following successful negotiations, Staff will prepare for the Commission's consideration a recommendation to award a contract to the successful proposer.

The anticipated duration of the Contract is 54 months, with an estimated amount not to exceed $12,000,000.

With Commission approval, Staff will issue the RFQ/RFP by May 31, 2023.

The City's Contract Monitoring Division approved a Local Business Enterprise sub-consulting participation requirement of 20% for the Contract.

Environmental Reviews

The development of administration facilities, airport and airline support facilities, including cargo and ground service equipment facilities, are projects that were included in the San Francisco International Airport Master Plan (Master Plan) approved by the Airport Commission on November 3, 1992, by Resolution 92-0284. The Master Plan was the subject of a Program Environmental Impact Report (EIR), which was certified by the San Francisco Planning Commission on May 28, 1992.

Consolidated Administration Campus

Since certification of the Master Plan EIR, the administration offices development envisioned in the Master Plan has been modified. The San Francisco Planning Department, Environmental Planning Division prepared and issued the Consolidated Administration Campus addendum to the Master Plan Program EIR, dated January 22, 2015, to address changes to that project and to specifically evaluate the impacts of those modifications. By Resolution No. 15-0021, adopted February 3, 2015, the Airport Commission authorized the implementation of the Consolidated Administration Campus Project. Further modifications were made to the Consolidated Administration Campus Project as envisioned in the January 22, 2015 addendum, and these revisions were evaluated in a subsequent addendum to the Master Plan Program EIR published on May 17, 2021. For both modifications, the San Francisco Planning Department, Environmental Planning Division concluded that the Consolidated Administration Campus Project, as modified from its description in the Program EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the EIR, that the modifications to the Project would not cause new significant impacts not identified in the EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required.

Plot 10F Demolition and Paving and Cargo Building 662

Since certification of the Master Plan EIR, modifications to the cargo facilities envisioned in the Master Plan have been made. The San Francisco Planning Department, Environmental Planning Division prepared and issued the Plot 10F Demolition and Paving and Cargo Building 662 addendum to the Master Plan Program EIR, dated December 15, 2022, to address changes to that project and to specifically evaluate the impacts of those modifications. The San Francisco Planning Department, Environmental Planning Division concluded that the Plot 10F Demolition and Paving and Cargo Building 662 Project, as modified from its description in the Program EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the EIR, that the modifications to the Project would not cause new significant impacts not identified in the EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required.

West Field Cargo Redevelopment

Since certification of the Master Plan EIR, modifications to redevelopment of the airport and airline support facilities envisioned in the Master Plan have been made. The San Francisco Planning Department, Environmental Planning Division prepared and issued the West Field Cargo Redevelopment addendum to the Master Plan Program EIR, dated August 22, 2003, to address changes to that project and to specifically evaluate the impacts of those modifications. By Resolution No. 03-0207, adopted October 2, 2003, the Airport Commission authorized the implementation of the West Field Cargo Redevelopment Project. Further modifications were made to the West Field Cargo Redevelopment Project as envisioned in the August 22, 2003 addendum, and these revisions were evaluated in a subsequent addendum to the Master Plan Program EIR, dated May 17, 2021. For both modifications, the San Francisco Planning Department, Environmental Planning Division concluded that the West Field Cargo Redevelopment Project, as modified from its description in the Program EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the EIR, that the modifications to the Project would not cause new significant impacts not identified in the EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required.

Since the adoption of the California Environmental Quality Act findings and the mitigation monitoring and reporting program (MMRP), the San Francisco Planning Department, Environmental Planning Division updated the form of its cultural resources accidental discovery mitigation measures (Measures CR-1 and CR-2) and construction noise mitigation measures (1.C.1.a, 1.C.1.b, and 1.C.1.d) for the three addenda. These measures are consistent with the MMRP and do not constitute new measures but are more detailed and conform to the current standards and best management practices.

Restricted Communications Period

If the attached resolution is adopted, a Restricted Communications Period shall commence immediately upon publication of the identified solicitation document. City officials/employees and proposers will be subject to the restriction on communications as provided in the Commission's Competitive Selection Process Communications Policy (Resolution No. 20-0247). In conformance with this Policy, the solicitation document will be listed in the

Restricted Communications Period Report, included with all Commission public meeting agendas.

Recommendation

I recommend the Commission adopt the findings under the California Environmental Quality Act and authorize the Director to issue a Request for Qualifications/ Request for Proposals for Professional Services Contract No. 11917.41, Project Management Support Services for the West Field Garage 675 Project. I further recommend the Commission authorize the Director to negotiate with the highest-ranked shortlisted proposers in successive order until negotiations are successful with one of the shortlisted proposers.

Ivar C. Satero
Airport Director

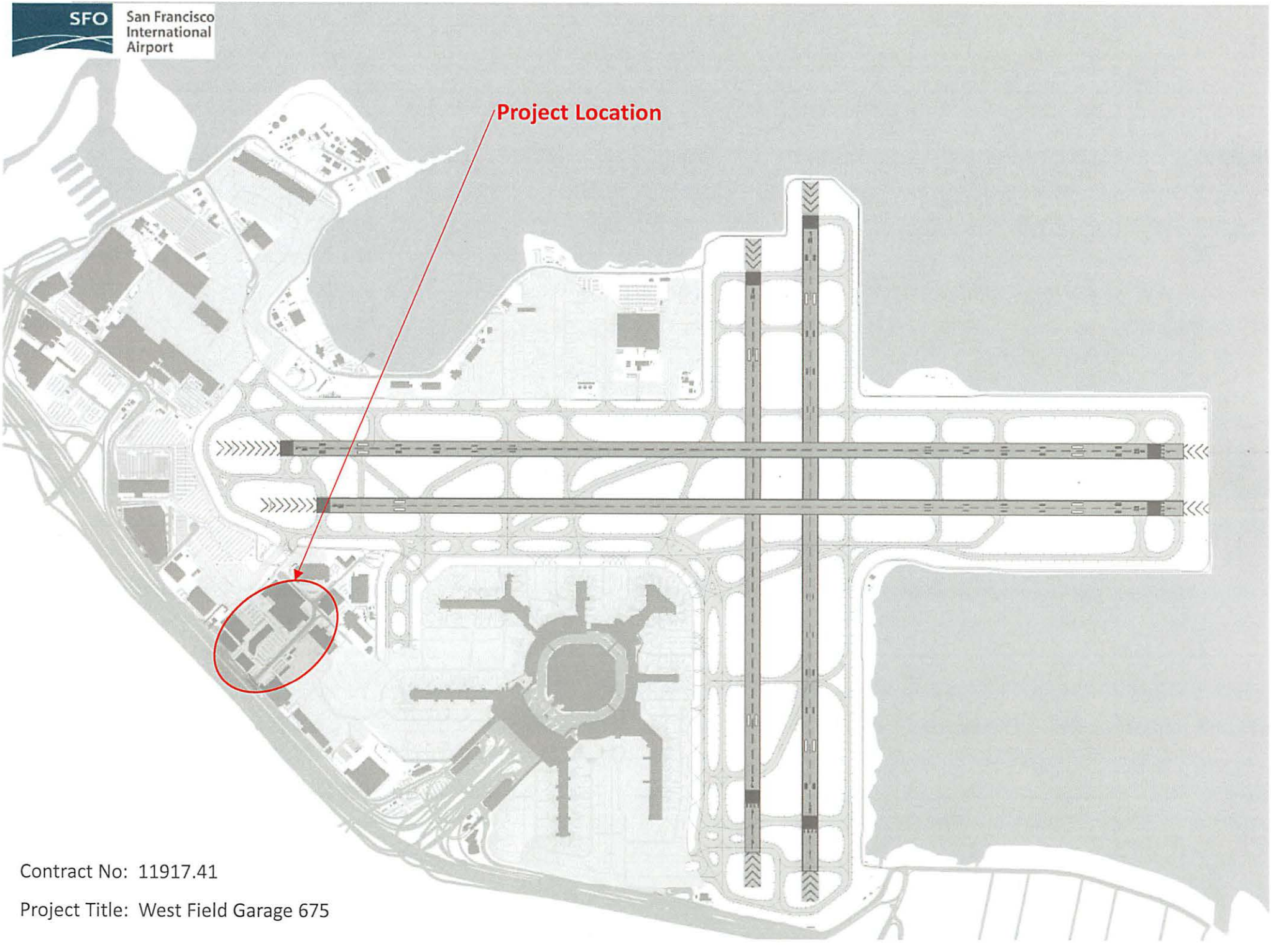
Prepared by: Judi Mosqueda
Chief Development Officer
Design & Construction

Attachments

Attachment A

PROPOSED MINIMUM QUALIFICATION REQUIREMENTS	
Project	Contract No. 11917.41, Project Management Support Services (PMSS) for the West Field Garage 675 Project
Minimum Qualification Requirements	In the past ten years, Proposer or any team member has: 1. Managed a construction project, valued at seventy-five million dollars ($75,000,000) or more, involving heavy civil construction for multistory structures such as a parking garage or other similar facilities, using reinforced concrete or other comparable structural systems, including subsurface preparation and foundation construction. 2. Managed a construction project valued at one hundred million dollars ($100,000,000) or more utilizing the Design-Build or Construction Manager/General Contractor project delivery methods, including Guaranteed Maximum Price, Cost Forecasting/Cost Models, and Trade Bid Packages. 3. Managed a public sector construction project that included Structured Collaborative Partnering and a Stakeholder Engagement Program.

RECOMMENDED EVALUATION AND SELECTION CRITERIA	
Criteria	**Scoring Weight**
Technical Proposal	
Introduction and Executive Summary	0
Proposer's Experience and Qualifications	80
Proposed Key Project Personnel	120
Project Approach	100
Sub-Total	**300**
Oral Interview	**250**
Total Possible Points	**550**



Contract No: 11917.41

Project Title: West Field Garage 675

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 24-0016

AWARD OF PROFESSIONAL SERVICES CONTRACT NO. 11918.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT, TO CONSOR PMCM, INC. IN THE NOT-TO-EXCEED CONTRACT AMOUNT OF $2,700,000 FOR THE FIRST YEAR OF SERVICES

WHEREAS, the Cargo Building 626.1 Project (Project) will construct a new cargo facility and demolish existing facilities to support the future development of the West Field Area; and

WHEREAS, on November 3, 1992, by Resolution No. 92-0284, the Commission approved the San Francisco Master Plan (Master Plan) and adopted findings, including a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program, as required by the California Environmental Quality Act (CEQA); and

WHEREAS, the Master Plan was the subject of a Program Environmental Impact Report (EIR) prepared by the City and County of San Francisco Office of Environmental Review and certified by the San Francisco Planning Commission on May 28, 1992, by Motion No. 13356, in accordance with the requirements of CEQA, Public Resources Code section 21000, *et seq.*; Title 14, section 15000, *et seq.* of the California Code of Regulations (CEQA Guidelines); and Chapter 31 of the San Francisco Administrative Code; and

WHEREAS, the Project is a project included in the Master Plan and is described generally in the Master Plan and analyzed in the EIR; and

WHEREAS, Section 15168 of the CEQA Guidelines requires subsequent activities in a program that are covered by a program EIR be examined in light of the EIR to determine whether additional environmental documentation must be prepared; and

WHEREAS, after reviewing the information regarding the Project, the San Francisco Planning Department, Environmental Planning Division prepared an addendum to the Master Plan Program EIR (addendum), dated August 22, 2003, to address the changes to the Project to specifically evaluate the impacts of the modifications; and

WHEREAS, further modifications were made to the Project as envisioned in an addendum dated August 22, 2003, and these revisions were evaluated in a subsequent addendum to the Master Plan Program EIR, dated May 17, 2021; and

WHEREAS, under both addenda, the San Francisco Planning Department, Environmental Planning Division concluded that the Project, as modified from its description in the EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the EIR, that the modifications to the Project would not cause new significant impacts not identified in the EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required; and

WHEREAS, since the EIR and addenda were finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the EIR or addenda due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the EIR or addenda; and

WHEREAS, the Project Management Support Services (PMSS) consultant will provide overall management expertise and oversight of the Project; the scope of work for the Contract will include design and construction management services, project controls, contract administration, cost estimating services, and field inspection; and

WHEREAS, on June 6, 2023, by Resolution No. 23-0133, the Commission authorized the Director to issue a Request for Qualifications/Request for Proposals (RFQ/RFP) for PMSS for the Project and to negotiate with the highest-ranked shortlisted proposers in successive order until negotiations are successful with two of the shortlisted proposers; and

WHEREAS, on September 12, 2023, the Airport received seven responsive proposals; and

WHEREAS, the Airport convened a selection panel that thoroughly reviewed responsive proposals and interviewed the shortlisted proposers and key personnel in accordance with the criteria stated in the RFQ/RFP; and

WHEREAS, in accordance with the terms of the RFQ/RFP, the highest-ranked proposer, Consor PMCM, Inc., chose the Cargo Building 626.1 Project as its "preferred project" and the Director now recommends the Commission award this Contract to Consor PMCM, Inc.; and

WHEREAS, the initial Contract duration is one year with four 1-year options to extend, and the overall Contract budget is $10,700,000; and

WHEREAS, Staff negotiated the scope of services, contract terms and conditions, and fee with Consor PMCM, Inc. for the Contract and the agreed upon initial not-to-exceed Contract amount for the first year of services is $2,700,000; and

WHEREAS, the City's Contract Monitoring Division approved a Local Business Enterprise (LBE) sub-consulting participation requirement of 20% for the Contract, and Consor PMCM, Inc. has committed to meeting or exceeding this requirement; now, therefore, be it

RESOLVED, the Commission has reviewed and considered the EIR, addenda, and record as a whole, finds that they are adequate for its use as the decision-making body for the approval of Contract No. 11918.41 and incorporates the CEQA findings contained in Resolution Nos. 92-0284, 03-0207, and 23-0099, including the Statement of Overriding Considerations, as though set forth in this Resolution; and, be it further

RESOLVED, that the Commission hereby awards Professional Services Contract No. 11918.41, Project Management Support Services for the Cargo Building 626.1 Project, to Consor PMCM, Inc. in the not-to-exceed Contract amount of $2,700,000 for the first year of services.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of FEB 6 2024

Secretary

San Francisco International Airport

MEMORANDUM

February 6, 2024

TO: AIRPORT COMMISSION
Hon. Malcolm Yeung, President
Hon. Everett A. Hewlett, Jr., Vice President
Hon. Jane Natoli
Hon. Jose F. Almanza
Hon. Mark Buell

24-0016

24-0017

FEB 6 2024

FROM: Airport Director

SUBJECT: Award of Professional Services Contract No. 11918.41, Project Management Support Services for the Cargo Building 626.1 Project and Professional Services Contract No. 11984.41, Project Management Support Services for the Cargo Building 720.1 & GSE Building 742 Project

DIRECTOR'S RECOMMENDATION: AWARD PROFESSIONAL SERVICES CONTRACT NO. 11918.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT, TO CONSOR PMCM, INC. IN THE NOT-TO-EXCEED CONTRACT AMOUNT OF $2,700,000 FOR THE FIRST YEAR OF SERVICES, AND AWARD PROFESSIONAL SERVICES CONTRACT NO. 11984.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 720.1 & GSE BUILDING 742 PROJECT, TO WEST FIELD CONSULTANTS, A JOINT VENTURE, A JOINT VENTURE BETWEEN WSP USA, INC. AND AGS, INC., IN THE NOT-TO-EXCEED CONTRACT AMOUNT OF $3,000,000 FOR THE FIRST YEAR OF SERVICES.

Executive Summary

The Cargo Building 626.1 Project and Cargo Building 720.1 & GSE Building 742 Project (collectively, Projects) would construct two new cargo buildings, a new ground service equipment (GSE) maintenance building, and demolish existing facilities to support future redevelopment to modernize the West Field area.

The Contracts will provide Project Management Support Services (PMSS) for the Projects. The PMSS consultants will provide overall management expertise and oversight of the Projects. The scope of work for the Contracts will include design and construction management services, project controls, contract administration, cost estimating services, and field inspection.

Background

On June 6, 2023, by Resolution Nos. 23-0133 and No. 23-0134, the Commission authorized the Director to issue a Request for Qualifications/Request for Proposals (RFQ/RFP) for PMSS for the Projects and to negotiate with the highest-ranked shortlisted proposers in successive order until negotiations were successful with two of the shortlisted proposers. Refer to Attachment A –

THIS PRINT COVERS CALENDAR ITEM NO. 6

Summary of Commission Actions for each Contract. At that time, Staff estimated the duration of both Contracts would be up to 51 months.

On September 12, 2023, the Airport received seven proposals in response to the RFQ/RFP. Three proposers were Contract Monitoring Division-certified Local Business Enterprise (LBE) firms, two were CMD-certified Micro-LBE, and one was a joint venture with a CMD-certified Micro-LBE firm. One proposal was determined to be non-responsive by the Contracts Monitoring Division due to failure to meet the LBE requirements.

The Airport convened a four-member selection panel consisting of two Airport Commission employees and two project managers from other City departments to review and score responsive proposals in accordance with the criteria stated in the RFQ/RFP. On November 15, 2023, the selection panel interviewed the four highest-ranked proposers, including key personnel, and thoroughly appraised their qualifications.

Based on the results of the evaluation of the technical proposals and oral interviews, the final rankings are as follows:

	Evaluation Score (550 max.)	LBE Rating Bonus	Final Score
1. Consor PMCM, Inc.	488.0	0%	488.0
2. West Field Consultants, a Joint Venture	482.0	0%	482.0
3. MCK Americas, Inc.	445.0	2%	454.0
4. InnoActive Group	436.0	2%	445.0

Because one combined RFQ/RFP was issued for the selection of two Contractors, one for Cargo Building 626.1 (Contract No. 11918.41) and one for Building 720.1 & GSE Building 742 (Contract No. 11984.41), the proposers were required to submit their "preferred project" with their proposal in a sealed envelope. Staff would recommend the highest-ranked proposer be awarded its "preferred project." The highest-ranked proposer, Consor PMCM, Inc., selected the Cargo Building 626.1 Project as its "preferred project." The next highest-ranked proposer, West Field Consultants, a Joint Venture (West Field Consultants), a joint venture between WSP USA, Inc. and AGS, Inc., was offered the Cargo Building 720.1 & GSE Building 742 Project.

Given the above results, Staff recommends awarding Contract No. 11918.41 to Consor PMCM, Inc. and awarding Contract No. 11984.41 to West Field Consultants. The protest period for both Contracts ended on November 28, 2023, and no protests were received.

Staff negotiated the scope of services, contract terms and conditions, and fee with Consor PMCM, Inc. for Contract No. 11918.41. The Contract duration is one year with four 1-year options to extend. The estimated total not-to-exceed Contract amount is $10,700,000. Consor PMCM, Inc. and Staff have agreed to a not-to-exceed Contract amount of $2,700,000 for the first

year of services. Staff will return to the Commission to request approval to extend the Contract duration and to increase the Contract amount, as appropriate.

Staff negotiated the scope of services, contract terms and conditions, and fee with West Field Consultants for Contract No. 11984.41. The Contract duration is one year with four 1-year options to extend. The estimated total not-to-exceed Contract amount is $11,000,000. West Field Consultants and Staff have agreed to a not-to-exceed Contract amount of $3,000,000 for the first year of services. Staff will return to the Commission to request to extend the Contract duration and to increase the Contract amount, as appropriate.

For each Project, Staff will return to the Commission toward the end of the Programming Phase once the full scope, schedule, and cost is determined to approve the options to extend services and increase the not-to-exceed Contract amount. Subsequently, should the Commission approve a Contract amount that exceeds $10,000,000, Staff will also seek authorization for the Board of Supervisors' approval as required by San Francisco Charter Section 9.118(b).

The City's Contract Monitoring Division (CMD) reviewed the RFQ/RFP documentation, proposals, and scoring and determined that the selection process complies with the requirements of San Francisco Administrative Code Chapter 14B. CMD approved an LBE sub-consulting participation requirement of 20% for each Contract. Both Consor PMCM, Inc. and West Field Consultants have each committed to meeting or exceeding this requirement.

Environmental Reviews

Since the certification of the Master Plan EIR, modifications to the redevelopment of the Airport and airline support facilities envisioned in the Master Plan have been made. The San Francisco Planning Department, Environmental Planning Division prepared and issued the West Field Cargo Redevelopment addendum to the Master Plan Program EIR, dated August 22, 2003, to address changes to that project and to specifically evaluate the impacts of those modifications. By Resolution No. 03-0207, adopted October 2, 2003, the Airport Commission authorized implementing the West Field Cargo Redevelopment Project. Further modifications were made to the West Field Cargo Redevelopment Project as envisioned in the addendum dated August 22, 2003 and these revisions were evaluated in a subsequent addendum to the Master Plan Program EIR, dated May 17, 2021, which contains the demolition of existing facilities and development of replacement cargo buildings 626.1 and 720.1, and GSE building 742.

For both modifications, the San Francisco Planning Department, Environmental Planning Division concluded that the West Field Cargo Redevelopment Project, as modified from its description in the EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the EIR, that the modifications to the Project would not cause new significant impacts not identified in the EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required. By Resolution No. 23-0099, adopted April 18, 2023, the Airport Commission authorized the implementation of the redevelopment of cargo and airport/airline support facilities in the West Field area.

Recommendation

I recommend the Commission award Professional Services Contract No. 11918.41, Project Management Support Services for the Cargo Building 626.1 Project, to Consor PMCM, Inc. in the not-to-exceed Contract amount of $2,700,000 for the first year of services and Professional Services Contract No. 11984.41, Project Management Support Services for the Cargo Building 720.1 and GSE Building 742 Project, to West Field Consultants, a Joint Venture, a joint venture between WSP USA Inc. and AGS, Inc., in the not-to-exceed Contract amount of $3,000,000 for the first year of services.

Ivar C. Satero
Airport Director

Prepared by: Judi Mosqueda
Chief Development Officer
Design & Construction

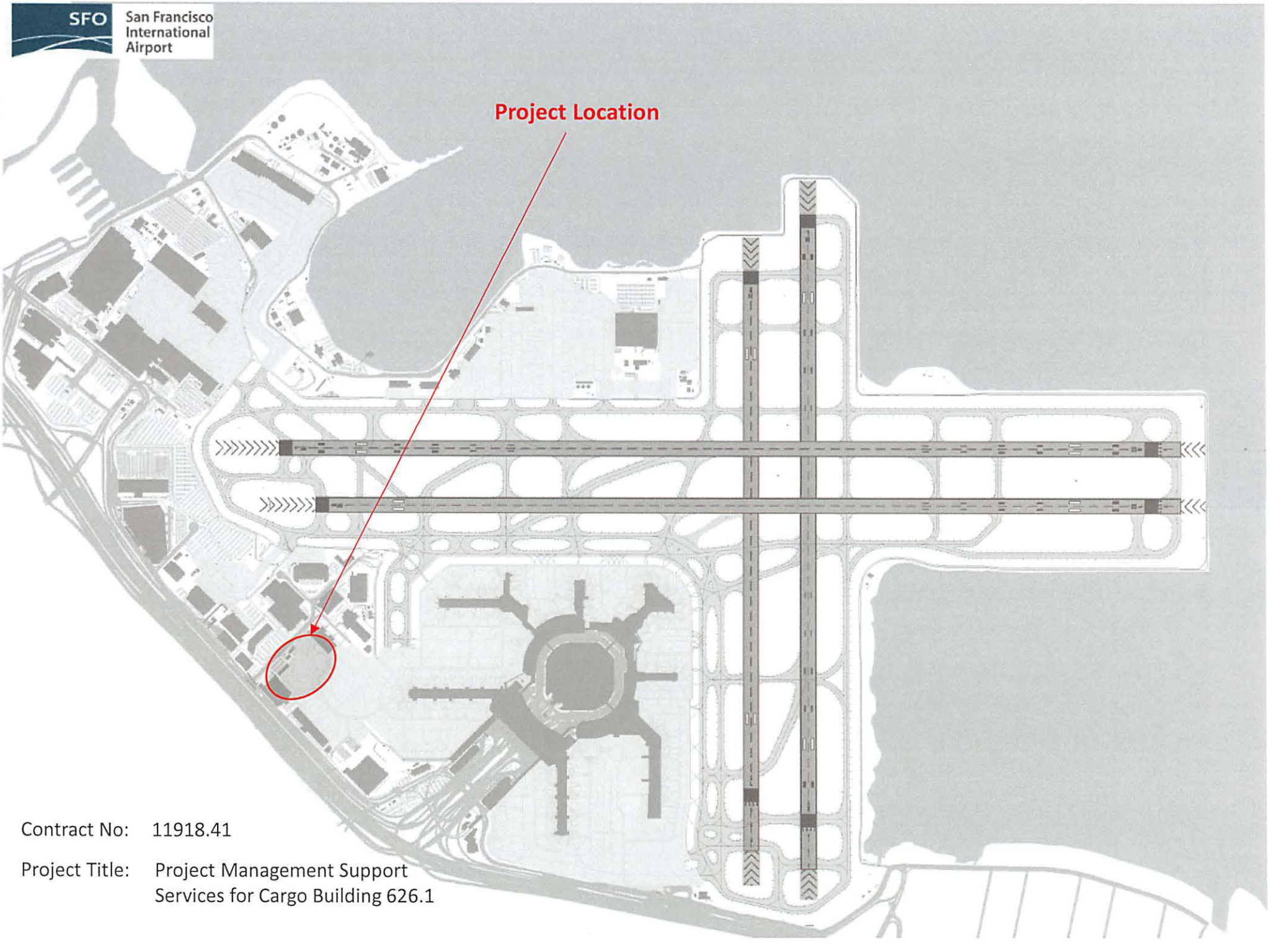
Attachments

ATTACHMENT A
SUMMARY OF COMMISSION ACTIONS
February 6, 2023

Contract No.: 11918.41, Project Management Support Services for the Cargo Building 626.1 Project
Consultant: Consor PMCM, Inc.
Award of Contract

Date	Modification No.	Resolution No.	Description	Scope	Amount
4/18/2023	-	23-0099	Environmental Review	Project approved in the 1992 Master Plan Environmental Impact Report (EIR) and subsequent 2003 and 2021 Addenda to the Master Plan EIR. CEQA findings were adopted and no new mitigation measures required.	$0
6/6/2023	-	23-0133	Issue RFQ/RFP	Authorization to Issue Request for Qualifications/Request for Proposals	$0

Authorized Contract Amount to Date	**$0**
Award of Contract	$2,700,000
Proposed Contract Amount	**$2,700,000**



Contract No: 11918.41

Project Title: Project Management Support Services for Cargo Building 626.1

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 24-0264

APPROVAL OF MODIFICATION NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 11918.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT, WITH CONSOR PMCM, INC. TO INCREASE THE CONTRACT NOT-TO-EXCEED AMOUNT BY $10,300,000 FOR A NEW CONTRACT AMOUNT NOT TO EXCEED $13,000,000 AND TO EXTEND THE CONTRACT FOR AN ADDITIONAL FOUR YEARS OF SERVICES

WHEREAS, the Cargo Building 626.1 Project (Project) will construct a new cargo building and demolish existing facilities to support the future development of the West Field Area; and

WHEREAS, on November 3, 1992, by Resolution No. 92-0284, the Commission approved the 1989 San Francisco International Airport Master Plan (Master Plan) and adopted findings, including a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program, as required by the California Environmental Quality Act (CEQA); and

WHEREAS, the Master Plan was the subject of a Program Environmental Impact Report (EIR) prepared by the City and County of San Francisco Office of Environmental Review and certified by the San Francisco Planning Commission on May 28, 1992, by Motion No. 13356, in accordance with the requirements of CEQA, Public Resources Code section 21000, *et seq.*; Title 14, section 15000, *et seq.* of the California Code of Regulations (CEQA Guidelines); and Chapter 31 of the San Francisco Administrative Code; and

WHEREAS, the Project is a project included in the Master Plan, and is described generally in the Master Plan and analyzed in the EIR; and

WHEREAS, Section 15168 of the CEQA Guidelines requires subsequent activities in a program that are covered by a program EIR be examined in light of the EIR to determine whether additional environmental documentation must be prepared; and

WHEREAS, after reviewing the information regarding the Project, the San Francisco Planning Department, Environmental Planning Division prepared an addendum to the Master Plan Program EIR, dated August 22, 2003, to address the changes to the Project to specifically evaluate the impacts of the modifications; and

WHEREAS, further modifications were made to the Project as envisioned in an addendum dated August 22, 2003, and these revisions were evaluated in a subsequent addendum to the Master Plan Program EIR, dated May 17, 2021; and

WHEREAS, under both addenda, the San Francisco Planning Department, Environmental Planning Division concluded that the Project, as modified from its description in the EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the EIR, that the modifications to the Project would not cause new significant impacts not identified in the EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required; and

WHEREAS, since the EIR and addenda were finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the EIR or addenda due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the EIR or addenda; and

WHEREAS, the Project Management Support Services (PMSS) consultant provides overall management expertise and oversight of the Project; the scope of work for the Contract includes design and construction management services, project controls, contract administration, cost estimating services, and field inspections; and

WHEREAS, on June 6, 2023, by Resolution No. 23-0133, the Commission authorized the Director to issue a Request for Qualifications/Request for Proposals for PMSS for the Project; and

WHEREAS, on February 6, 2024, by Resolution No. 24-0016, the Commission awarded the Contract to Consor PMCM, Inc. with a Contract duration of one year and four 1-year options to extend the Contract duration; the Commission also established a not-to-exceed Contract amount of $2,700,000 for the first year of services; and

WHEREAS, Modification No. 1 dated October 1, 2024, was an administrative modification to adjust labor rate calculations with no change to the Contract amount or duration; and

WHEREAS, Modification No. 2 would increase the Contract amount by $10,300,000 for a new Contract amount not to exceed $13,000,000 and exercise each of the four 1-year options to extend the Contract duration for an additional four years of services; and

WHEREAS, the City's Contract Monitoring Division approved a Local Business Enterprise sub-consulting participation requirement of 20% for the Contract and Consor PMCM, Inc. has committed to meeting this requirement; now, therefore, be it

RESOLVED, the Commission has reviewed and considered the EIR, addenda, and record as a whole, finds that they are adequate for its use as the decision-making body for the approval of Contract No. 11918.41 and incorporates the CEQA findings contained in Resolution Nos. 92-0284, 03-0207, 15-0021, and 23-0133, including the Statement of Overriding Considerations, as though set forth in this Resolution; and, be it further

RESOLVED, that the Commission hereby approves Modification No. 2 to Professional Services Contract No. 11918.41, Project Management Services for the Cargo Building 626.1 Project, with Consor PMCM, Inc. to increase the Contract not-to-exceed amount by $10,300,000 for a new Contract amount not to exceed $13,000,000 and to exercise each of the four one-year options to extend the Contract duration for an additional four years of services; and, be it further

RESOLVED, that the Commission hereby directs the Commission Secretary to seek Board of Supervisors' approval of Modification No. 2 to the Contract consistent with San Francisco Charter Section 9.118(b).

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of DEC 17 2024

Secretary

SAN FRANCISCO INTERNATIONAL AIRPORT

MEMORANDUM
December 17, 2024

TO: AIRPORT COMMISSION
Hon. Malcolm Yeung, President
Hon. Jane Natoli, Vice President
Hon. Jose F. Almanza
Hon. Mark Buell
Hon. Susan Leal

24-0264

DEC 17 2024

FROM: Airport Director

SUBJECT: Approval of Modification No. 2 to Professional Services Contract No. 11918.41, Project Management Support Services for the Cargo Building 626.1 Project

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 11918.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT, WITH CONSOR PMCM, INC. TO INCREASE THE CONTRACT NOT-TO-EXCEED AMOUNT BY $10,300,000 FOR A NEW CONTRACT AMOUNT NOT TO EXCEED $13,000,000 AND TO EXTEND THE CONTRACT FOR AN ADDITIONAL FOUR YEARS OF SERVICES.

Executive Summary

The Cargo Building 626.1 Project (Project) would construct a new cargo building and demolish existing facilities to support future redevelopment to modernize the West Field Area.

The Contract provides Project Management Support Services (PMSS) for the Project. The PMSS consultant provides overall project management expertise and oversight, including design and construction management services, project controls, contract administration, cost estimating services, and field inspections.

This Modification seeks authorization to exercise each of the four one-year options to extend services and an increase to the not-to-exceed Contract amount. Upon Commission approval, the Commission Secretary will seek the Board of Supervisors' approval of this Modification consistent with San Francisco Charter Section 9.118(b).

Background

On June 6, 2023, by Resolution No. 23-0133, the Commission authorized the Director to issue a Request for Qualifications/Request for Proposals (RFQ/RFP) for PMSS for

THIS PRINT COVERS CALENDAR ITEM NO. 4

the Project and to negotiate with the highest-ranked shortlisted proposers in successive order until negotiations were successful with two of the shortlisted proposers. Refer to Attachment A – Summary of Commission Actions for the Contract.

On February 6, 2024, by Resolution No. 24-0016, the Commission awarded the Contract to Consor PMCM, Inc. with a Contract duration of one year and four 1-year options to extend the Contract duration. The Commission also established a not-to-exceed Contract amount of $2,700,000 for the first year of services.

Modification No. 1 was an administrative modification to adjust labor rate calculations with no change to the Contract amount or duration.

Modification No. 2 would increase the Contract amount by $10,300,000 for a new Contract amount not to exceed $13,000,000 and exercise each of the four 1-year options to extend the Contract duration for an additional four years of services. Final completion of the Project is anticipated to be achieved in April 2028.

At the time of award, Staff estimated the total Contract amount would not exceed $10,700,000 with a total Contract duration of five years. The Project recently completed the Programming Phase, and the budget for this Contract has been increased to accommodate the additional resources needed to support the Project and the overall West Field Program. The additional Contract amount fits within the overall Project budget. Staff and Consor PMCM, Inc. have agreed on scope, staffing, and fees for the remaining years of services in alignment with the Project's established scope and schedule.

Because Modification No. 2 would cause the Contract to exceed $10,000,000, pending Commission authorization, the Airport will seek the Board of Supervisors' approval consistent with San Francisco Charter Section 9.118(b) for the new full Contract not-to-exceed amount.

The proposed full Contract not-to-exceed amount is equivalent to the new $13,000,000 budget for this Contract and is funded by the Ascent Program – Phase 1.5 under the Airport's Capital Improvement Plan.

The City's Contract Monitoring Division approved a 20% Local Business Enterprise sub-consulting participation requirement for the Contract. Consor PMCM, Inc. has committed to meeting this requirement.

Environmental Reviews

Since certification of the Master Plan Environmental Impact Report (EIR), modifications to the redevelopment of the airport and airline support facilities envisioned in the Master Plan have been made. The San Francisco Planning Department, Environmental Planning Division prepared and issued the West Field Cargo Redevelopment addendum to the Master Plan EIR, dated August 22, 2003, to address changes to that project and to specifically evaluate the impacts of those modifications. By Resolution No. 03-0207, adopted October 8, 2003, the Airport Commission authorized the implementation of the West Field Cargo Redevelopment Project. Further modifications

were made to the West Field Cargo Redevelopment Project as envisioned in the addendum dated August 22, 2003, and these revisions were evaluated in a subsequent addendum to the Master Plan Program EIR, dated May 17, 2021, which contains the demolition of existing facilities and development of replacement cargo buildings 626.1 and 720.1 and GSE building 742.

For both modifications, the San Francisco Planning Department, Environmental Planning Division concluded that the West Field Cargo Redevelopment Project, as modified from its description in the EIR, is within the scope of the Master Plan Program, that the environmental impacts of the Project have been adequately analyzed in the EIR, that the modifications to the Project would not cause new significant impacts not identified in the EIR nor require new mitigation measures, and that no supplemental EIR or negative declaration is required. By Resolution No. 23-0133, adopted June 6, 2023, the Airport Commission authorized the implementation of the redevelopment of cargo and airport/airline support facilities in the West Field area.

Recommendation

I recommend the Commission approve Modification No. 2 to Professional Services Contract No. 11918.41, Project Management Support Services for the Cargo Building 626.1 Project, with Consor PMCM, Inc. to increase the Contract not-to-exceed amount by $10,300,000 for a new Contract amount not to exceed $13,000,000 and to exercise each of the four 1-year options to extend the Contract duration for an additional four years of services for a total Contract duration of five years.

I also recommend that the Commission direct the Commission Secretary to seek the Board of Supervisors' approval of Modification No. 2 consistent with San Francisco Charter Section 9.118(b).

Ivar C. Satero
Airport Director

Prepared by: Judi Mosqueda
Chief Development Officer
Design & Construction

Attachments

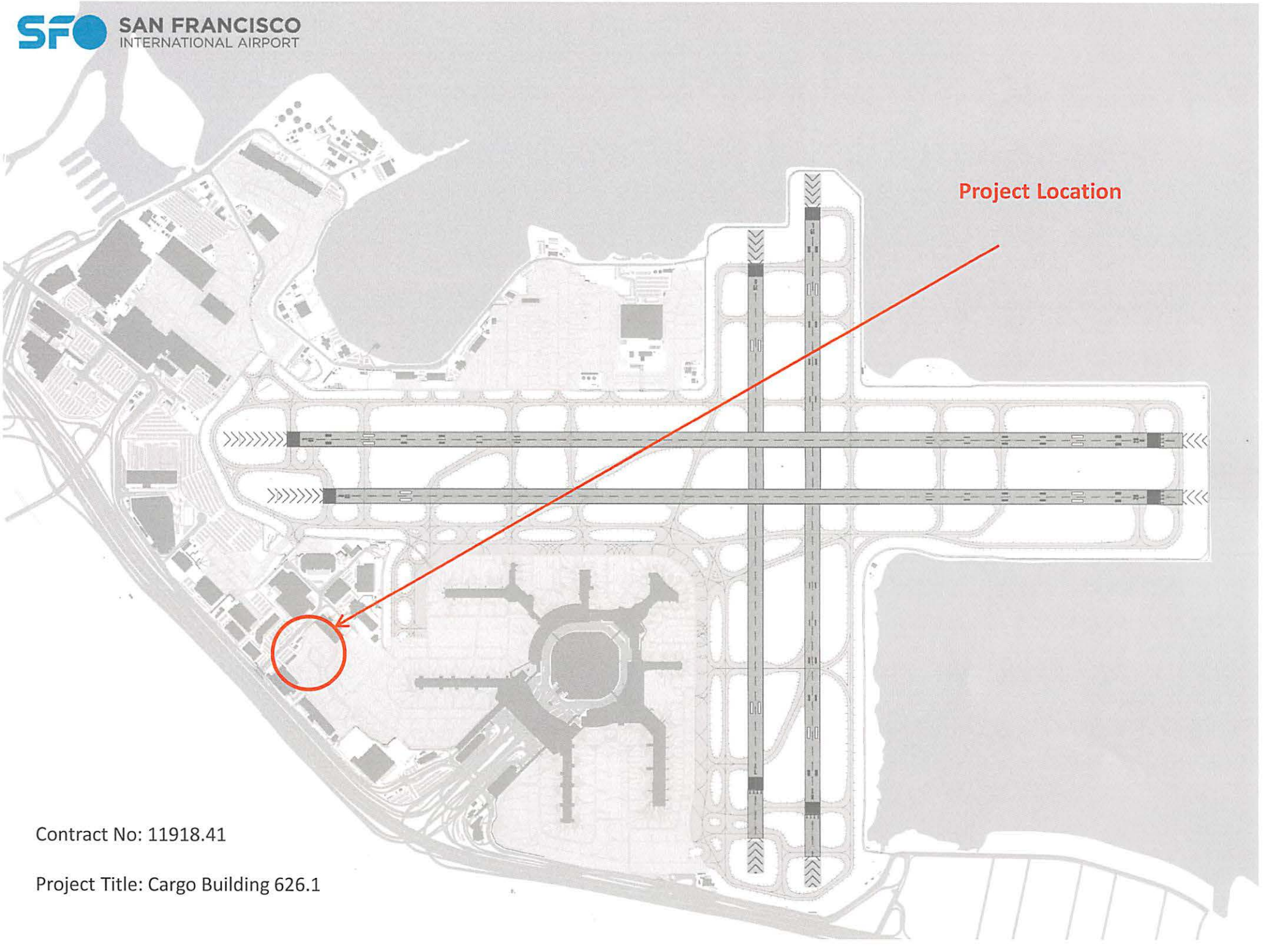
ATTACHMENT A
SUMMARY OF COMMISSION ACTIONS
December 17, 2024

Contract No.: 11918.41, Project Management Support Services for the Cargo Building 626.1 Project
Consultant: Consor PMCM, Inc.
Modification No. 2

Date	Modification No.	Resolution No.	Description	Scope	Amount
6/6/2023	-	23-0133	Environmental Review	Project approved in the 1992 Master Plan Environmental Impact Report (EIR) and subsequent 2015 and 2021 Addenda to the Master Plan EIR. The California Enviornmental Quality Act (CEQA) findings were adopted and no new mitigation measures required.	$0
6/6/2023	-	23-0133	Issue RFQ/RFP	Authorization to Issue Request for Qualifications/Request for Proposals	$0
2/6/2024	-	24-0016	Award of Contract	Project Management Support Services	$2,700,000
10/1/2024	1	-	Administrative Modification	Administrative modification to adjust labor rate calculations	$0

Authorized Contract Amount to Date	**$2,700,000**
Proposed Contract Modification No. 2 Amount	$10,300,000
Proposed Contract Not-To-Exceed Amount	**$13,000,000**

SAN FRANCISCO
INTERNATIONAL AIRPORT



Contract No: 11918.41

Project Title: Cargo Building 626.1

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250081

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (*for amendment only*)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	**EMAIL**
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Cathy Widener	650-821-5184
FULL DEPARTMENT NAME	**DEPARTMENT CONTACT EMAIL**
AIR San Francisco International Airport	Cathy.Widener@flysfo.com

5. CONTRACTOR	
NAME OF CONTRACTOR Consor PMCM, Inc.	**TELEPHONE NUMBER** 415-543-6515
STREET ADDRESS (including City, State and Zip Code) 1663 Mission St, Suite 425, San Francisco, CA 94103	**EMAIL** contracts@consorpmcm.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER**	**FILE NUMBER (*If applicable*)** 250081
DESCRIPTION OF AMOUNT OF CONTRACT Not to exceed $13,000,000		
NATURE OF THE CONTRACT *(Please describe)* The contractor provides project management support services for the Cargo Building 626.1 Project for the San Francisco International Airport ("Airport"). The contractor's PMSS services involve project coordination, scheduling, cost estimation, project controls, peer review, and supervision of the Project's Design-Builder under the guidance of the Airport Project Manager. Additionally, the PMSS scope encompasses program-wide support for the entire West Field Development Program, including coordinating schedules and logistics between adjacent projects, program-level reporting, commissioning and activation support, and program-level oversight. The contractor is responsible for the overall management and oversight of the Project throughout its lifecycle under the direction of the Airport Project Manager.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Patil	Sandeep	Board of Directors
2	Schwartz	Zina	Board of Directors
3	Shimanek	Mindy	Board of Directors
4	Rayasam	Chris	Board of Directors
5	Cass	Matthew	Other Principal Officer
6	Consor Intermediate II, LL		Shareholder
7	Townsend Management Inc.		Subcontractor
8	Chaves & Associates		Shareholder
9	RES Engineers, Inc.		Subcontractor
10	Saylor Consulting Group		Subcontractor
11	The Allen Group, LLC		Subcontractor
12	Stok, LLC		Subcontractor
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9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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☐	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION	
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. **I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**	
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	**DATE SIGNED**

January 17, 2025

Ms. Angela Calvillo
Clerk of the Board
Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Subject: **Contract Modification No. 2 – Consor PMCM, Inc. – Project Management Support Services for the Cargo Building 626.1 Project — Not to Exceed $13,000,000**

Dear Ms. Calvillo:

Pursuant to Section 9.118 of the City Charter, I am forwarding for the Board of Supervisors' approval a contract between the City and County of San Francisco, by and through its Airport Commission ("Commission") and Consor PMCM, Inc., for Project Management Support Services.

The Commission awarded this contract to Consor PMCM, Inc., by Resolution 24-0016 on February 6, 2024. On December 17, 2024, by Resolution No. 24-0264, the Airport Commission approved Modification No. 2 to the contract, increasing the contract not-to-exceed amount to $13,000,000 and exercising each of the four one-year options to extend the contract term for an additional four years.

Modification No. 1 was administrative in nature and executed by the Airport Director.

One (1) set of the following documents is enclosed for review:
• Proposed Board of Supervisors Resolution;
• Adopted Airport Commission Resolution No. 24-0016;
• Memorandum recommending Resolution No. 24-0016;
• Adopted Airport Commission Resolution No. 24-0264;
• Memorandum recommending Resolution No. 24-0264;
• Copy of Airport Contract No. 11918.41 with Consor PMCM, Inc.
• Certified Modification No. 1; and
• Modification No. 2

Please contact Dyanna Volek, Airport Governmental Affairs Manager, at (650) 821-4005 if you have questions or concerns.

Very truly yours,

Kantrice Ogletree /s/

Kantrice Ogletree
Commission Secretary

Enclosures

cc: Dyanna Volek
Cathy Widener
Claudia Luquin
Kristin Allen
Victor M. Madrigal Jr.