

File No. 230879

Committee Item No. 1

Board Item No. 04

# COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee

Date September 13, 2023

Board of Supervisors Meeting

Date September 19, 2023

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- \_\_\_\_\_
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- \_\_\_\_\_

Completed by: Brent Jalipa

Date September 7, 2023

Completed by: Brent Jalipa

Date September 14, 2023

1 [Lease Amendment - San Francisco Market Corporation - San Francisco Wholesale Produce  
2 Market - Jerrold Avenue and Toland Street]

3 **Resolution approving and authorizing the Director of Property to enter into a first**  
4 **amendment to the current lease (“Lease”) for the San Francisco Wholesale Produce**  
5 **Market, located near 2095 Jerrold Avenue (generally bordering Highway 280 and Innes**  
6 **and Kirkwood Avenues, and Toland and Rankin Streets), with the San Francisco Market**  
7 **Corporation to distribute City funds to support the development of certain elements of**  
8 **the Produce Market Reinvestment Plan; affirming the Planning Department’s**  
9 **determination under the California Environmental Quality Act; adopting findings that**  
10 **the contemplated transactions are consistent with the General Plan, and the eight**  
11 **priority policies of the Planning Code, Section 101.1; authorizing the Director of**  
12 **Property to execute a first amendment to the Lease, make certain modifications, and**  
13 **take certain actions in furtherance of this Resolution and the Lease, as defined herein;**  
14 **and authorizing the Director of Property to enter into any additions, amendments, or**  
15 **other modifications to the Lease that do not materially increase the obligations or**  
16 **liabilities of the City to effectuate the purposes of the First Amendment or this**  
17 **Resolution.**

18  
19 WHEREAS, The San Francisco Wholesale Produce Market (“SFWPM”) is an  
20 assemblage of dedicated produce and food professionals, co-located at one distribution  
21 center near 2095 Jerrold Avenue, generally bordering Highway 280, Innes and Kirkwood  
22 Avenues and Toland and Rankin Streets, and located at 1901 Innes, 2001 Innes, 1900  
23 Kirkwood and 2000 Kirkwood Avenues, which is the largest facility dedicated to a wholesale  
24 produce marketplace in Northern California; and  
25

1           WHEREAS, The SFWPM operated on approximately 350,000 square feet of City-  
2 owned warehouse and industrial space under the terms and conditions of a 50-year master  
3 lease between the City, as landlord, and the City and County of San Francisco Market  
4 Corporation, a non-profit corporation, as tenant, which expired on January 31, 2013; and

5           WHEREAS, In 2012, the City and the San Francisco Market Corporation (“Tenant”), a  
6 California nonprofit corporation formed to facilitate the successful continued operation of the  
7 SFWPM, entered into a new long-term lease that expires on January 31, 2073, in order to  
8 retain and make improvements to the SFWPM, as approved by Resolution No. 280-12, which  
9 is on file with the Clerk of the Board of Supervisors in File No. 120530; and

10           WHEREAS, On September 29, 2022, the Mayor and the Board of Supervisors  
11 approved Resolution No. 406-22, on file with the Clerk of the Board of Supervisors in Board  
12 File No. 220900, amending and restating the lease between the City and Tenant to authorize  
13 separate parcel leases, as needed, to support the SFWPM in obtaining private financing, and  
14 authorizing other lease modifications (“Lease”); and

15           WHEREAS, The Lease provides for the rehabilitation and expansion of the SFWPM  
16 consistent with the Tenant’s Reinvestment and Expansion Plan (the “Reinvestment Plan”), a  
17 phased, multi-year development that replaces the SFWPM’s aging physical infrastructure and  
18 ensures the delivery of its essential services for decades to come; and

19           WHEREAS, Components of the SFWPM’s physical renewal memorialized in the Lease  
20 include the rehabilitation of the marshalling yard, and predevelopment and design work  
21 associated with a new distribution warehouse at 1900 Kirkwood Avenue; and

22           WHEREAS, On April 30, 2021, the Mayor and the Board of Supervisors approved  
23 Resolution No. 159-21, adopting the City’s Ten-Year Capital Plan for Fiscal Years 2022 –  
24 2031, which included \$60.8 million for Critical Repairs projects and \$50 million for Economic  
25

1 Recovery Stimulus projects with General Fund-supported certificates of participation  
2 (“COPs”); and

3 WHEREAS, On August 4, 2021, the Mayor and the Board of Supervisors approved  
4 Ordinance No. 123-21, authorizing the execution and delivery of COPs in an aggregate  
5 principal amount not to exceed \$67,500,000 to finance and refinance certain capital  
6 improvements projects within San Francisco; and

7 WHEREAS, Although the Lease states that the Tenant is to bear all costs associated  
8 with developing the SFWPM, it also permits the Tenant to obtain City grants or loans for those  
9 costs; and

10 WHEREAS, Pursuant to Ordinance No. 108-21, enacted on July 29, 2021, up to  
11 \$3,000,000 of the approved COPs were intended to support certain elements of the SFWPM  
12 reinvestment, including certain street and sidewalk improvement work and predevelopment  
13 work associated with the SFWPM; and

14 WHEREAS, The Director of Property desires to amend the Lease, pursuant to a First  
15 Amendment to Amended and Restated Lease (“First Amendment”), to distribute these  
16 \$3,000,000 in previously approved COPs to Tenant to support Tenant’s development of  
17 certain elements of the SFWPM Reinvestment Plan as set forth in the First Amendment; and

18 WHEREAS, On September 6, 2011, the Planning Department found that the actions  
19 related to the Reinvestment Plan, as contemplated in the Lease, were consistent with the  
20 General Plan, and with the eight priority policies of Planning Code, Section 101.1 (“General  
21 Plan Findings”); a copy of such letter (“Planning Letter”) is on file with the Clerk of the Board  
22 of Supervisors in File No. 120530, and is incorporated by reference as though fully set herein;  
23 and

24  
25



1           WHEREAS, The Planning Department has confirmed that the First Amendment does  
2 not change its prior General Plan Findings, and the eight priority policies of the Planning  
3 Code, Section 101.1, and that the Planning Letter remains valid; and

4           WHEREAS, The Planning Department issued a Final Mitigated Negative Declaration  
5 (“FMND”), dated July 5, 2011, and Tenant entered into an Agreement to Implement  
6 Improvement and Mitigation Measures identified by the Planning Department in the FMND  
7 (the “Mitigation Implementation Agreement”); a copy of the FMND and the Mitigation  
8 Implementation Agreement is on file with the Clerk of the Board of Supervisors in File No.  
9 120530; and

10           WHEREAS, The Board of Supervisors reviewed and considered the FMND for the  
11 Reinvestment Plan, and the record as a whole, and found that there was no substantial  
12 evidence that the Reinvestment Plan will have a significant effect on the environment with the  
13 adoption of the mitigation measures contained in the Mitigation and Monitoring Report  
14 (“MMRP”) to avoid potentially significant environmental effects associated with the  
15 Reinvestment Plan, and adopted the FMND by Resolution No. 280-12; and

16           WHEREAS, Subsequent to the FMND, the Planning Department evaluated the Quint-  
17 Jerrold Connector Road, a project unrelated to but near the SFWPM, in an FMND addendum  
18 dated June 4, 2012, and the Planning Department considered the cumulative impacts of both  
19 projects and determined that the changes would not result in any new or more severe impacts  
20 than what was identified in the FMND; and

21           WHEREAS, The Planning Department prepared a second addendum to the FMND,  
22 dated July 21, 2022, a copy of which is on file with the Clerk of the Board of Supervisors in  
23 File No. 220900 and incorporated into this Resolution (the “Second Addendum”), that  
24 evaluated the environmental effects of the Lease and concluded that the proposed  
25 amendments would not result in new or different environmental impacts, substantially

1 increase the severity of previously identified environmental impacts or require new mitigation  
2 measures to reduce significant impacts, and that no changes or new information have  
3 emerged that would materially change the analyses or conclusions set forth in the FMND; and

4 WHEREAS, The Planning Department has confirmed that the First Amendment does  
5 not change its prior findings related to the FMND and Second Addendum, and that no  
6 supplemental environmental review is required beyond what is set forth in the FMND and  
7 Second Addendum; now, therefore, be it

8 RESOLVED, The Board of Supervisors hereby adopts the Planning Department's  
9 CEQA determinations and General Plan Findings, for the same reasons as set forth in the  
10 Planning Letter, FMND, and Second Addendum, and hereby incorporates such  
11 determinations by reference as though fully set forth in this Resolution; and, be it

12 FURTHER RESOLVED, That in accordance with the recommendation of the Director  
13 of Property, the City Administrator and the Director of Property are hereby authorized to take  
14 all actions, on behalf of the City, as landlord, to enter into, execute, and perform its obligations  
15 under the First Amendment (including, without limitation, the exhibits) and any other  
16 documents that are necessary or advisable to effectuate the purpose of this Resolution and  
17 the Lease, as amended by the First Amendment; and, be it

18 FURTHER RESOLVED, That any City approvals required by the First Amendment  
19 shall be made, if at all, by the Director of Property in writing following consultation with the  
20 Controller, City Attorney's Office, and any other City staff selected at the Director of Property's  
21 discretion; and, be it

22 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City  
23 with respect to the First Amendment are hereby approved, confirmed, and ratified; and, be it

24 FURTHER RESOLVED, That the Board of Supervisors authorizes the City  
25 Administrator and the Director of Property to enter into any extensions, amendments, or

1 modifications to the Lease (including, without limitation, the exhibits) that the City  
2 Administrator or the Director of Property determines, in consultation with the City Attorney, are  
3 in the best interest of the City, do not materially increase the obligations or liabilities of the  
4 City, are necessary or advisable to effectuate the purposes of the First Amendment or this  
5 Resolution, and are in compliance with all applicable laws, including the City Charter; and, be  
6 it

7 FURTHER RESOLVED, That within thirty (30) days of the First Amendment being fully  
8 executed by all parties, the Director of Property shall provide the First Amendment to the  
9 Clerk of the Board for inclusion into the official file.

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13 Recommended:

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16 \_\_\_\_\_ /s/

17 Andrico Penick, Director of Property

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20 \_\_\_\_\_ /s/

21 Carmen Chu, City Administrator

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<b>Item 1</b> <b>File 23-0879</b>	<b>Department:</b> Office of Economic and Workforce Development, Real Estate Division
<b>EXECUTIVE SUMMARY</b>	
<p><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would approve the first amendment to the amended and restated lease with the San Francisco Market Corporation for the San Francisco Wholesale Produce Market to establish the terms for disbursement of \$3.0 million in previously allocated City funds to the reinvestment project.</li> </ul> <p><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The San Francisco Wholesale Produce Market is located on 23 acres of City-owned land in the Bayview. In July 2012, the Board of Supervisors approved a 60-year ground lease with the San Francisco Market Corporation that provided for a phased development that replaces four existing warehouses and improves the surrounding public streets. The Market subleases warehouse space to wholesale produce businesses and net rental revenues are dedicated to fund the capital improvements. Once the project is complete, rent will be paid to the City.</li> <li>• In September 2022, the Board of Supervisors approved an amended and restated lease for the Market. Objectives of the lease amendment were to: (a) allow the San Francisco Market Corporation to obtain conventional mortgage financing for the project; and (b) change the schedule of performance.</li> <li>• The proposed amended lease provides for disbursement of \$3.0 million in City funds, including \$1,810,000 to fund street, marshalling yard, and sidewalk improvements between the four warehouse buildings and \$1,190,000 to fund predevelopment and design work associated with construction of a new 70,000 square foot warehouse at 1900 Kirkwood Avenue, the first of the four warehouses on the Main Site to be constructed.</li> <li>• Future financing actions (i.e., obtaining commercial debt to finance construction of warehouses), will require entering into separate parcel leases, which are subject to Board of Supervisors' approval.</li> </ul> <p><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• City funding comes from a \$3.0 million allocation of FY 2021-22 Certificates of Participation, previously approved by the Board of Supervisors.</li> </ul> <p><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(c) states that any lease, modification, amendment or termination of a lease that had an initial term of ten years or more, including options to extend, or that had anticipated revenues of \$1 million or more is subject to Board of Supervisors approval.

**BACKGROUND****San Francisco Wholesale Produce Market**

The San Francisco Wholesale Produce Market (the Market) is located on 23 acres of City-owned land bounded by Toland Street, Innes Avenue, Rankin Street, and Kirkwood Avenue in the Bayview, which provides a central distribution center for approximately 30 wholesale produce businesses and produce distributors.

The Market has operated at its current location since 1963 and currently consists of three subareas, the Main Site (which consist of four buildings<sup>1</sup> and truck loading/unloading space adjacent to Jerrold Avenue between Toland, Innes, Rankin, and Kirkwood Avenues), 2101 Jerrold Avenue, 455 Toland Street, 2095 Jerrold Avenue, and 901 Rankin Street with 357,764 square feet of warehouse, dock, and office space. The Market is operated by the non-profit San Francisco Market Corporation<sup>2</sup> under the terms of an existing ground lease described below. To meet evolving food industry standards, the age of the Market facilities, and the demand for more space at the Market, the San Francisco Market Corporation is renovating and expanding the existing site according to the terms of the lease.

**Original Lease**

In July 2012, the Board of Supervisors approved a 60-year ground lease, which expires January 31, 2073, between the City and the San Francisco Market Corporation for the lease of the Market property (File 12-0530). The 2012 ground lease provided for the rehabilitation and expansion of the Market through a phased development that replaces four existing warehouses located at the Main Site, demolishes several small structures, adds new buildings, and improves the surrounding public streets.

Under the lease, the San Francisco Market Corporation leases the property from the City and subleases warehouse space to wholesale produce businesses and distributors. The San Francisco Market Corporation is required to deposit net revenues, or remaining revenues from rents received under subleases after subtracting operating expenses, debt service payments, and capital investments, for the previous month into a dedicated account to fund the planned tenant

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<sup>1</sup> The four buildings on the main market site are: 2001 Innes Avenue, 1901 Innes Avenue, 2000 Kirkwood Avenue, and 1900 Kirkwood Avenue.

<sup>2</sup> The San Francisco Market Corporation is a non-profit organization that was formed in 2012 to operate the Market under the existing lease.

capital improvements. No rent is paid directly to the City until all phases of development are complete and net income is positive for three months.

The City's Real Estate Division is the property owner and landlord for the Market, and the Office of Economic and Workforce Development (OEWD) leads the City's active partnership with the Market. In addition to operating the market, the San Francisco Market Corporation is responsible for managing and financing the development project, with engagement from the City.

#### *Amended and Restated Lease*

In September 2022, the Board of Supervisors approved an amended and restated lease for the Market (File 22-0900). Objectives of the lease amendment were to: (a) allow the San Francisco Market Corporation to obtain conventional mortgage financing for the project; and (b) change the schedule of performance to allow the City to vacate public streets bisecting the Market before completion of the street improvements, and delay the commencement and completion deadlines of the street improvements in recognition of the City having absorbed this aspect of the project.<sup>3</sup>

#### **Project Status and Total Cost**

In 2015, the tenant completed Phase I of the development plan, which included demolition of the existing structures at 901 Rankin Street and construction of a new 82,000 square foot distribution warehouse. Since September 2022 (when the Board of Supervisors approved the amended lease), the Market has completed lighting upgrades and has begun improvements to the Marshalling Yard and predevelopment work for 1900 Kirkwood Avenue (as described below). Under the lease's schedule of performance, all phases of the project are to be completed by June 2041.

According to OEWD staff, the total spending to date for the project is \$21.8 million, which was the cost of construction of 901 Rankin Street plus the cost of a lighting upgrades completed in 2023. The total project cost has increased nearly four-fold from \$107.8 million in 2012 to \$400.3 million estimated in 2022.<sup>4</sup>

#### **City Funding for Improvements**

The tenant is responsible for financing tenant improvements under the existing lease. The City is not obligated to fund improvements, but the City has provided \$8.0 million in funding to the project to date. The project received a \$3.0 million allocation of FY 2021-22 Certificates of Participation for Marshalling Yard improvements and predevelopment and a \$5.0 million allocation of FY 2022-23 Certificates of Participation to Public Works to rebuild Innes Avenue.

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<sup>3</sup> According to OEWD, the Department of Public Works has taken on the construction of the most critical of these street connections, Innes Avenue between Toland and Rankin Streets. When completed, this new street will provide a continuous east-west connection between Third Street and Bayshore Boulevard.

<sup>4</sup> According to OEWD, increases since 2012 are due to escalations in construction costs, which have increased over 40 percent since 2012, overall inflation, which has increased 30 percent in the past 10 years, and clarification to the scope of work to demolish and rebuild all four buildings at the Market's Main Site (rather than rehabilitate them).

Street improvements (including rebuild of Innes Avenue) will be undertaken and funded by the City (though the San Francisco Market Corporation remains responsible for managing and financing street improvements under the lease).<sup>5</sup>

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first amendment to the amended and restated lease with the San Francisco Market Corporation for the San Francisco Wholesale Produce Market to establish the terms for disbursement of \$3.0 million in previously allocated City funds to the reinvestment project. The resolution would also:

- Affirm the Planning Department's determination under the California Environmental Quality Act (CEQA);
- Adopt findings that these actions are consistent with the General Plan and the eight priority policies of Planning Code Section 101.1;
- Authorize the Director of Property to execute the first amendment to the lease, make certain modifications, and take other necessary actions;
- Authorize the Director of Property to amend the lease, provided modifications do not increase the obligations or liabilities of the City.

According to Exhibit P of the proposed amended lease, the City would disburse a total of \$3.0 million in City Funding, including:

- \$1,810,000 to fund **street, marshalling yard, and sidewalk** improvements between the four warehouse buildings on the Main Site (excluding the area in front of 1900 Kirkwood Avenue)<sup>6</sup> to improve the area for truck loading and unloading. Improvements include demolition of concrete and asphalt surface, repaving, construction of concrete curbs and gutters, parking bumper and pavement markings, and sealant application.
- \$1,190,000 to fund **predevelopment and design work** associated with construction of a new 70,000 square foot warehouse at 1900 Kirkwood Avenue, the first of the four warehouses on the Main Site to be constructed. The building is expected to house two to five subtenants (i.e., merchants) and will also include space for a food recovery center to centralize and improve the experience for community organizations that pickup surplus produce and redistribute to those in need, a specialized refuse management area to collect unique waste products (e.g., shrink film) and ensure they are disposed of properly (via recycling, trash, etc.), and an operations office for the Market.

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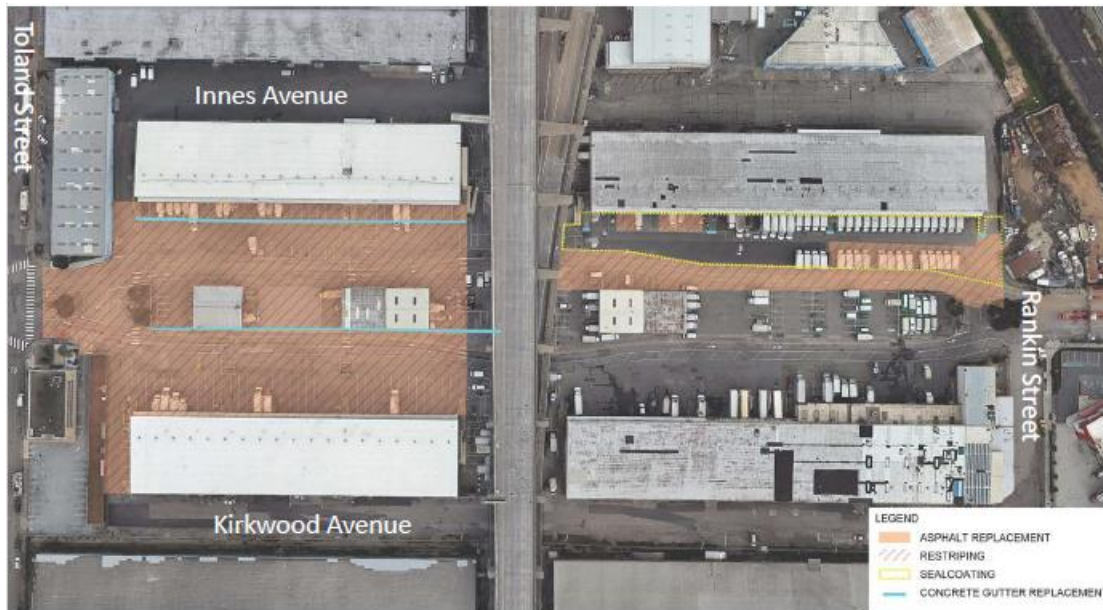
<sup>5</sup> The Innes Avenue improvement work is projected to cost \$18 million and is expected to be complete before 2028. The cost of the Kirkwood Avenue street improvements is not yet known.

<sup>6</sup> Street and marshalling yard improvements to the area in front of 1900 Kirkwood Avenue (one of the four warehouses) is not part of this project's scope of work, as these improvements are part of the scope of work for the 1900 Kirkwood Avenue construction project.

Exhibit P also allows the tenant to seek additional reimbursement from the City for predevelopment and design work for 1900 Kirkwood Avenue if actual costs for the street and marshalling yard improvements are less than \$1,810,000. However, City funding to the two projects may not exceed \$3.0 million.

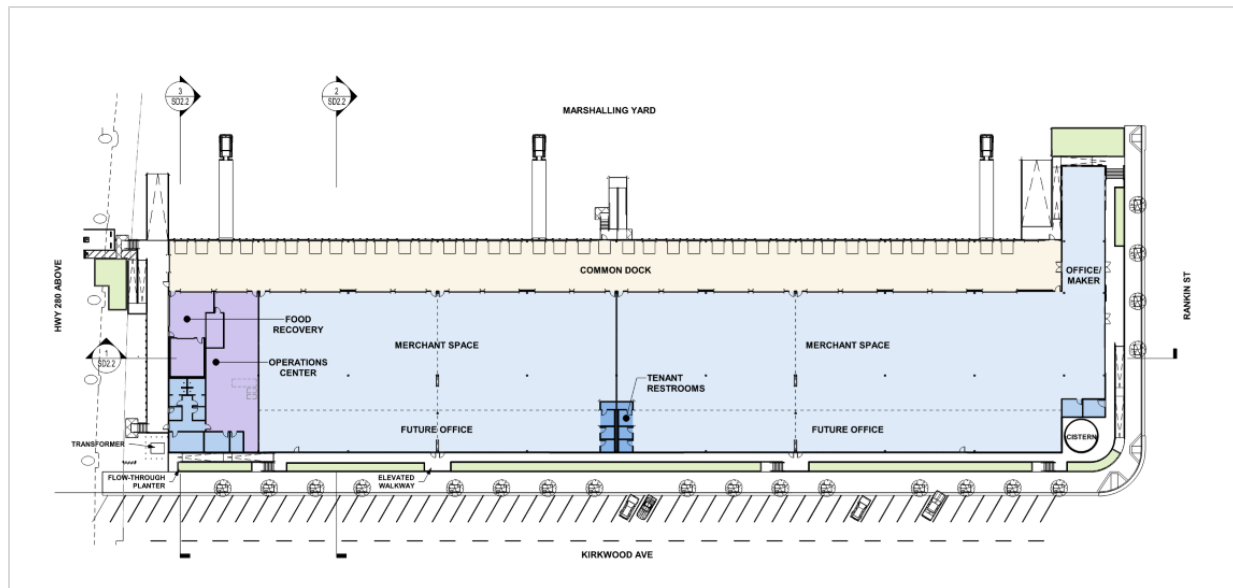
Exhibit 1 shows the street and marshalling yard planned improvements, and Exhibit 2 shows the proposed design for 1900 Kirkwood Avenue.

**Exhibit 1: Marshalling Yard Paving Work**



Source: Exhibit P Attachment 1 from Proposed Amended Lease

**Exhibit 2: 1900 Kirkwood Avenue Design Overview**



Source: Jackson Liles Architecture, Exhibit P Attachment 5 from Proposed Amended Lease



**Project Status**

According to OEWD staff, work has begun for both projects. Marshalling Yard improvements are expected to be completed by the end of October 2023, and predevelopment work for 1900 Kirkwood Avenue is expected to continue through development of the new building. According to the schedule of performance in the amended lease, development of 1900 Kirkwood Avenue will be completed by July 2025. OEWD staff plan to bring a financing package and proposed separate parcel lease<sup>7</sup> for development of 1900 Kirkwood Avenue to the Board of Supervisors for approval per the terms of the amended lease.

**Selection of Contractor and Architect**

Disbursing of City funds does not require typical City procurement processes, such as issuing a request for proposals or checking conflicts of interest. Marshalling Yard improvements will be completed by American Asphalt Repair & Resurfacing Inc’s, which was selected through a competitive process according to OEWD staff, however, we did not review solicitation materials and scoring. The Market selected Jackson Liles Architecture as the lead architect for 1900 Kirkwood Avenue predevelopment work because the firm has previously provided services for the Produce Market and understands the Market’s campus needs. Sub-consultants under the design contract include KPFF Consulting Engineers (structural engineering services), Interface Engineering (mechanical, electrical, and plumbing engineering services), and BKF Engineers (civil engineering services).

**Project Budgets**

The Marshalling Yard improvements are fully funded by \$1,810,000 in City funds. The 1900 Kirkwood Avenue predevelopment budget of \$1.7 million includes \$1,190,000 in City funding and \$510,000 in other sources, including Market equity, debt financing, and other potential grant awards. Cost estimates for the Marshalling Yard Improvements are based on American Asphalt Repair & Resurfacing Inc’s proposal from March 2023. Cost estimates for 1900 Kirkwood Avenue predevelopment are based on Jackson Liles Architecture’s proposal from April 2023, which is based on a construction budget of \$35.0 million to \$40.0 million.

The budgets for the two projects are shown in Exhibits 3 and 4 below.

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<sup>7</sup> A separate parcel lease structure allows the tenant to borrow against each building separately, so that the bank could only foreclose on the leasehold interest in the specific parcels that are identified as collateral for each loan, rather than the entire leased premises, if the tenant failed to make required loan payments and the City elected not to exercise its step in and cure rights. The amended and restated lease also includes a “back-up” fair market rent structure to be used only in the unlikely event of a leasehold foreclosure to facilitate the use of the buildings as collateral in a traditional bank loan.

**Exhibit 3: Marshalling Yard Paving Work Budget**

<b>Sources and Uses</b>	<b>Amount</b>
<u>Sources</u>	
<b>City Funds</b>	<b>\$1,810,000</b>
<u>Uses</u>	
Demolition of concrete and asphalt surface	353,500
Base prep and sealcoat	26,000
Repaving	697,150
Concrete curbs and gutters	172,550
Parking bumper and pavement markings	117,650
Overhead & Profit	235,650
Other*	41,000
Market Contingency (10%)	166,500
<b>Total Uses</b>	<b>\$1,810,000</b>

Source: Exhibit P from Proposed Amended Lease

\*Other expenses include costs associated with traffic control measures, sub-grade scanning & testing, erosion control, insurance, and bollard light replacements.

**Exhibit 4: 1900 Kirkwood Avenue Design & Predevelopment Budget**

<b>Sources and Uses</b>	<b>Amount</b>
<u>Sources</u>	
<b>City Funds</b>	<b>\$1,190,000</b>
Private Sources	510,000
<b>Total Sources</b>	<b>\$1,700,000</b>
<u>Uses</u>	
Schematic design	75,600
Design development	453,700
Construction documents	667,000
Permit/bid	37,500
Construction administration	466,200
<b>Total Uses</b>	<b>\$1,700,000</b>

Source: Exhibit P from Proposed Amended Lease

**FISCAL IMPACT**

The proposed amended lease provides for disbursement of \$3.0 million in City funds for street and marshalling yard work (\$1,810,000) and predevelopment and design work associated with 1900 Kirkwood Avenue (\$1,190,000). City funding comes from a \$3.0 million allocation of FY 2021-22 Certificates of Participation, previously approved by the Board of Supervisors (File 21-0645).

**Financing for Future Phases of the Project**

As reported in our prior report on the amended and restated lease, funding sources have not been identified for future phases of the project. Financing sources for future phases would include project equity<sup>8</sup> and commercial debt and may also include New Market Tax Credits or other State and Federal sources. However, to obtain commercial debt for future phases, the Market must provide a Financing Notice to the City and enter into a separate parcel lease for each building to be constructed. According to Section 2.9 of the amended and restated lease, the Market must submit the following to the City under a Financing Notice: terms of the proposed debt, the status of design work and cost estimates for the new building, and any other information or documents requested by the City related to the proposed financing. Separate parcel leases are subject to Board of Supervisors' approval.

Because the proposed resolution is consistent with prior actions by the Board of Supervisors, including approval of the amended and restated lease and approval of the \$3.0 million allocation of Certificates of Participation, and future financing actions will require Board of Supervisors' approval, we recommend approval of the proposed resolution.

**RECOMMENDATION**

Approve the proposed resolution.

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<sup>8</sup> According to 2021 Audited Financial Statement for the San Francisco Produce Market the current balance of the Project Development Account is \$12.6 million.

# Lease between City and SF Market Corporation

## Proposed First Amendment

Budget and Finance Committee

September 13, 2023





# SF Wholesale Produce Market

- Connects farmers and their fresh produce to food businesses and communities throughout the Bay Area and the state
- Only nonprofit wholesale produce market of its scale in the country
- 23-acre facility provides over 350,000 square feet of space to 26 businesses
- Incubates and supports a variety of small businesses
- Moves hundreds of thousands of pounds of fresh produce daily
- Provides a resilient and secure food safety campus





# Produce Market History



## Historical Timeline

### 1870s

#### ORIGINS

Produce merchants began operating near the Golden Gateway, creating the relationships that formed The SF Market.



### 1963

#### CURRENT LOCATION

The SF Market moved from the Embarcadero to its current location, securing a 50-year lease with the City.



### 2000

#### INITIAL EXPANSION

The first expansion of The SF Market included a new 55,000-square-foot warehouse now home to Earl's Organic Produce and Vegiworks.



### 2013

#### NONPROFIT SOCIAL ENTERPRISE

The SF Market signed a 60-year ground lease with the City of San Francisco and became a 501(c)(3) organization, the only nonprofit market of our scale.



### 2015

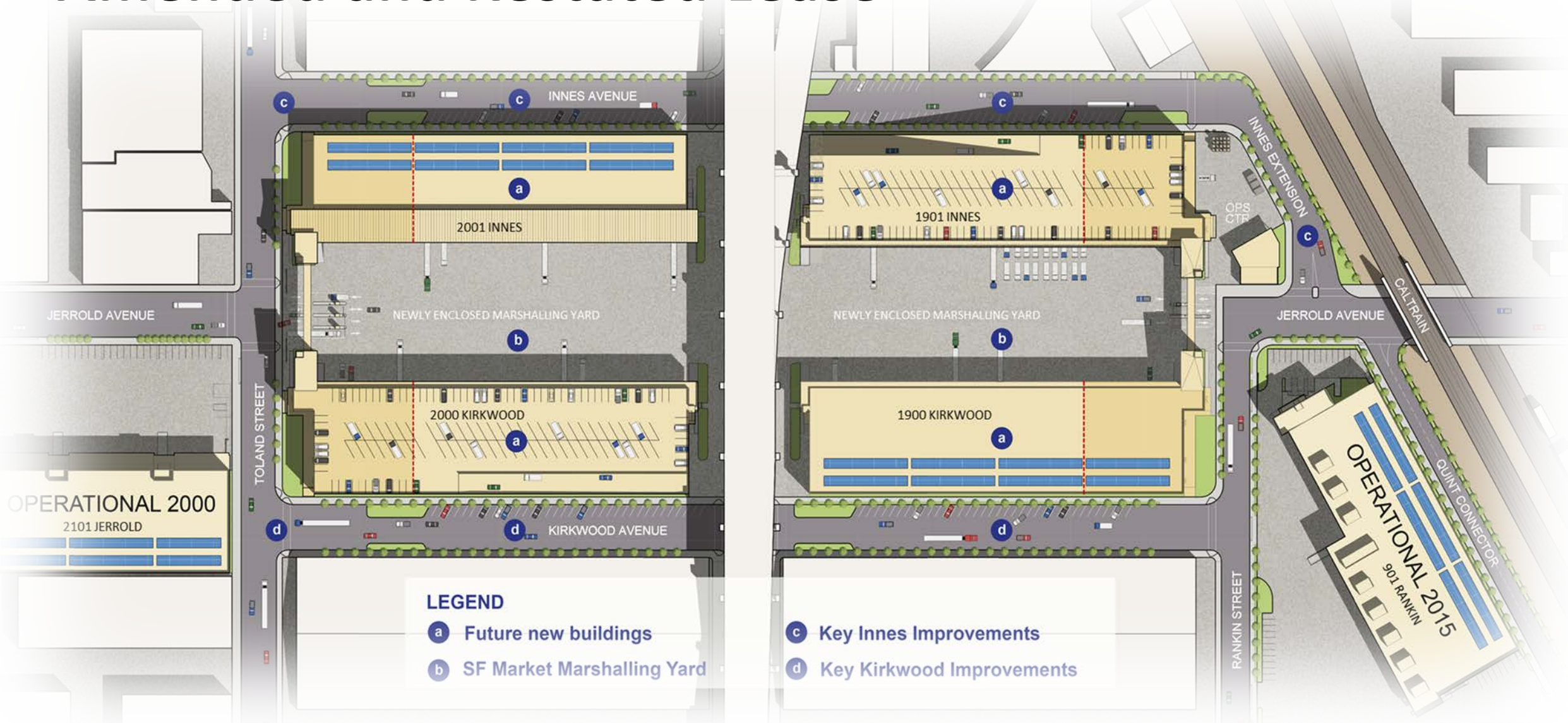
#### REINVESTMENT IN ACTION

The Reinvestment Plan was initiated and the first phase was the completion of 901 Rankin, a LEED Gold Building.



# 2022

## Amended and Restated Lease



## Key Features of City Lease

- Facilitates multi-year, phased Reinvestment and Expansion Plan
  - 5 new buildings, renovated Marshaling Yard, safe and secure Central Campus
- Net rent from tenant goes into development fund that supports overall capital project
- Provides the option for Market to obtain conventional mortgage financing, with City review and approval
- 60-year term

*Help ensure the long-term viability of a critical piece of the region's food infrastructure.*



# Proposed First Amendment to Market's Ground Lease with City:

- Pulls together two prior Board-approved actions
  - Market's Lease, Amended and Restated in 2022
  - Certificates of Participation, approved along with FY22 Budget (July 2021)
- Adds a new Section to Market's lease, as well as a new Exhibit and associated Attachments, that reference the prior COP allocation and list the eligible Project uses of said funds (\$3M total)

# Critical Repair and Economic Recovery Stimulus Programs

- In conjunction with the approval of the FY21-22 Budget, the Board authorized the Issuance of Certificates of Participation (COPs) to fund approximately \$57M in Critical Repair and Recovery Stimulus projects
- Seventeen projects
- Allocation of \$3M to support Market's overall Plan
  - Marshalling Yard improvements
  - Sitewide upgrades
  - Predevelopment work for 1900 Kirkwood Avenue

# Work Supported by COP Funds

## Marshalling Yard Improvements

- Paving, curb and gutter, striping, and sealant application for most of area in between four sheds of Market's Central Campus
  - Not to exceed \$1.8M

## Predevelopment tasks for 1900 Kirkwood Warehouse

- Architectural and design services, and structural, civil and MEP engineering work associated with new building
  - Estimated building completion in fall 2025





## Next Steps

- Bring terms of a proposed *Financing and Separate Parcel Lease* for BoS review in late Q1 2024
- Proposed Final Map

Begin construction of 1900 Kirkwood warehouse in fall 2024



Thank you





September 7, 2023

To: Supervisor Chan, Budget and Finance Committee Chair  
cc: Supervisors Mandelman and Safai, Committee Members  
Brent Jalipa, Committee Clerk

From: Jon Lau, Project Manager, OEWD  
Andrico Penick, Director of Property, RED

RE: First Amendment to City's Lease with the San Francisco Wholesale Produce Market  
(Board File No. 230879)

**SUMMARY**

Board File No. 230879 contains a resolution that would approve a first amendment to the current lease for the Wholesale Produce Market ("Market").

The proposed amendment would not change the basic terms of the City's lease with the San Francisco Market Corporation, the market's non-profit operator, or any elements of the Market's approved redevelopment plan. The amendment simply incorporates a more specific discussion of previously-approved City funds that were allocated to the Market's project. These funds, approved by the Board of Supervisors as part of the FY21-22 budget process, will support two elements of the Market's broader set of physical improvements, as detailed in the proposed amendment. Staff is bringing this amendment for Board review and approval in the interest of providing maximum clarity in the Market's lease, and consistency with prior related approvals.

**PROJECT BACKGROUND**

San Francisco's produce market is operated by the non-profit San Francisco Market Corporation under the terms of an existing 60-year lease first approved by the City in 2012, and then amended and restated in 2022. Located on roughly 23 acres of City property in the northwest industrial district of Bayview Hunters Point, the Market traces its roots in San Francisco to the early 20<sup>th</sup> century. Today, it is home to over 30 independently-owned merchant business – representing 700 direct, high-quality jobs – and serves as a vital food hub connecting farms from across the State of California with consumers in the City and the Bay Area region. The Market is generally bounded by Toland Street, Innes Avenue, Rankin Street/Caltrain ROW, and Kirkwood Avenue.



The Market plays an important role in the region’s food system, and remained fully operational throughout the recent COVID-19 pandemic. The Market is also an important partner in numerous of policy and program initiatives, primarily in the areas of food recovery and access. Its list of active community and City partners is long.

The Real Estate Division of the General Services Agency (RED) is the property owner and landlord for the Market, while the Office of Economic and Workforce Development (OEWD) leads the City’s partnership with the Produce Market.

### *Reinvestment and Expansion Plan*

The City’s current lease with the Market provides the framework for the Market’s “Reinvestment and Expansion Plan”, a multi-phased development plan to improve its physical campus and ensure the delivery of the Market’s essential services, even in the face of disaster. Phase I of this Plan was completed in 2015, with the opening of a new 82,000 square foot warehouse at 901 Rankin Street. Subsequent phases of the Plan will replace the Market’s four aging warehouse structures on its main campus, as well as make improvements to the Marshaling Yard and surrounding public streets.

### *Amended and Restated Lease*

In furtherance of the Market’s *Reinvestment Plan*, a set of amendments to the City’s ground lease with the Produce Market were approved by the Mayor and Board of Supervisors on September 29, 2022 (Resolution No. 406-22, Walton). These amendments largely dealt with the lease’s Schedule of Performance, and the ability of the Market to obtain conventional mortgage financing – critical issues that impact the viability of the Market’s project.

### **FIRST AMENDMENT**

The proposed first amendment – now before the Budget Committee – would add a section to the body of the current lease, as well as a new exhibit, detailing how \$3M in previously-approved funds will be used to support the Market’s overall project. As currently structured in the amendment, these funds would support both a set of site-wide improvements, and tasks specific to the Market’s next new building under the lease. In this fashion, the authorized funds would improve the Market’s current operations at its Central Campus, and help the Market meet the target opening of 1900 Kirkwood in accordance with the lease’s Schedule of Performance.

### *COP Funds*

As part of the FY21-22 Capital Budget, the Mayor and Board approved \$57M in Certificates of Participation (COPs) to support a set of identified “Economic Recovery Stimulus” and “Critical Repair” projects. An amount of \$3M from this total was dedicated to the Market’s development project, specifically for the new Marshaling Yard and related street improvements, and predevelopment work associated with the Market’s next building – a new



warehouse at 1900 Kirkwood Avenue. Like other items listed in the FY22 Economic Recovery Stimulus program, this Market allocation was presented and reviewed through the Capital Planning Committee's public process as well as the Board of Supervisors' public budget process.

### *Scope of Work*

As detailed in the proposed amendment, the Market can be reimbursed up to \$1.8M for paving and other improvements to its Marshaling Yard (truck and operations area). A modern marshaling yard is critical to the efficiency and safety of the Market's overall operations, and is necessary to supporting truck movements in and out of its Central Campus. Attachment 1 to the lease's proposed Exhibit P shows the extent of this marshaling yard work.

Under the terms of the proposed amendment, the Market can also seek reimbursement for approximately \$1.2M in pre-development and design work associated with the new warehouse at 1900 Kirkwood Ave. The next building in the Market's overall plan, 1900 Kirkwood is proposed as a new 70,000 sq.ft warehouse that will house between two and five of the Market's produce merchants. Eligible costs under this element of the Market's project could include work by the lead architect, or structural, civil, and MEP engineers. Under the proposed amendment, funds not spent on the marshaling yard project (i.e. if the final costs total less than \$1.8M), can be spent in support of 1900 Kirkwood's predevelopment work.

The total cost of the 1900 Kirkwood warehouse is estimated at approximately \$53M. The Market has developed a complete financing plan for this portion of their project, which includes \$5M from the State of California – an allocation finalized earlier this year. Conceptual designs for this new warehouse, and a full description of the associated Architectural Services, are included as Attachments 4 and 5 to the proposed Exhibit P.

### *Implementation*

As with all COP awards, the expenditure of the subject \$3M will need to comply with the Controller's Office of Public Finance (OPF) accounting practices and reimbursement requirements. FY22 Economic Recovery Stimulus program guidelines also apply to these particular funds. OEWD and RED will remain engaged with the City Administrator's Finance Division and OPF on the expenditure of these COP funds.

### STAFF CONTACT

Please contact Jon Lau, OEWD Project Manager at [jon.lau@sfgov.org](mailto:jon.lau@sfgov.org), with further questions on this matter, including briefing requests.





September 7, 2023

To: Supervisor Chan, Budget and Finance Committee Chair  
cc: Supervisors Mandelman and Safai, Committee Members  
Brent Jalipa, Committee Clerk

From: Jon Lau, Project Manager, OEWD  
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The proposed first amendment – now before the Budget Committee – would add a section to the body of the current lease, as well as a new exhibit, detailing how \$3M in previously-approved funds will be used to support the Market’s overall project. As currently structured in the amendment, these funds would support both a set of site-wide improvements, and tasks specific to the Market’s next new building under the lease. In this fashion, the authorized funds would improve the Market’s current operations at its Central Campus, and help the Market meet the target opening of 1900 Kirkwood in accordance with the lease’s Schedule of Performance.

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### STAFF CONTACT

Please contact Jon Lau, OEWD Project Manager at [jon.lau@sfgov.org](mailto:jon.lau@sfgov.org), with further questions on this matter, including briefing requests.



**FIRST AMENDMENT**  
**TO AMENDED AND RESTATED LEASE**

THIS FIRST AMENDMENT (this “**Amendment**”) is made as of September \_\_, 2023, in San Francisco, California, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**” or “**Landlord**”) and the SAN FRANCISCO MARKET CORPORATION, a California nonprofit corporation (“**Tenant**”).

**RECITALS**

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

A. City and Tenant previously entered into that certain Amended and Restated Lease, dated as of November 1, 2022 (the “**Lease**”), for the lease of the Premises (as defined in the Lease), as may be amended from time to time pursuant to the Lease, which together is commonly known as the San Francisco Wholesale Produce Market (the “**Premises**”) located near Jerrold Avenue and Toland Street in San Francisco, California.

B. Tenant is using the Premises for the operation of a produce wholesaling and distribution center serving San Francisco and the Bay Area, and such other uses as specified in the Lease.

C. Although Section 5.1(c) of the Lease states that Tenant is to bear all costs for developing the Premises, it also permits Tenant to obtain City grants or loans for certain costs. The City’s Board of Supervisors and City staff previously stated that City would fund the cost of the street and marshalling yard improvements associated with the Premises, including when the Board of Supervisors authorized the execution of the Lease by Resolution No. 406-22 and pursuant to Budget and Appropriation Ordinance No. 108-21.

D. Pursuant to Budget and Appropriation Ordinance No. 108-21, enacted on July 29, 2021, City previously appropriated \$3 million for Produce Market reinvestment, including certain street and sidewalk improvement work, rehabilitation of the marshalling yard, and predevelopment work associated with the Premises. As City has no access rights to enter the Premises, and Tenant is obligated to perform that work under the Lease, City intends to use those funds to reimburse Tenant’s cost for that work on the terms and conditions of this Amendment.

E. Tenant has, or will, enter into a permit or other access agreement with City to enter and complete certain work on City property that will become part of the Premises, pursuant to Section 6.1 of the Lease.

F. City’s Board of Supervisors and Mayor have approved this Amendment, pursuant to Resolution [\_\_\_\_\_].

G. Tenant represents that there is currently no Mortgagee (as defined in the Lease), and therefore, no Mortgagee consent is required to enter into this Amendment.

H. The parties now desire to modify the Lease to address the disbursement of City funds on the terms and conditions as set forth herein. Any undefined terms herein shall refer to the corresponding defined terms in the Lease. The City’s Director of Property, in consultation with the City Attorney, has determined this Amendment does not materially increase City’s obligations or liabilities and is necessary to effectuate the purposes of the Lease and Resolution No. 406-22.

ACCORDINGLY, in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, City and Tenant agree as follows:

1. **Lease Amendments**. Section 5.12 is hereby added to the Lease to read as follows:

**5.12 Initial Street Improvement, Marshalling Yard Construction, and Predevelopment Scope of Work.**

- a) **Scope of Work; Use of Funds**. City has agreed to make a grant of funds of Three Million and 00/100 Dollars (\$3,000,000) (“**Funds**”) to Tenant to fund certain street, marshalling yard and sidewalk improvement and predevelopment costs related to the Premises and future Premises, as more specifically described in Exhibit P (Initial Street Improvement, Marshalling Yard Construction, and Predevelopment Scope of Work) attached hereto (the “**Work**”). Tenant acknowledges that City’s agreement to provide the Funds is based in part on Tenant’s agreement to use the Funds solely for the purposes set forth in Exhibit P (“**Eligible Uses**”), and Tenant agrees to use the Funds solely for those Eligible Uses.
- b) **Disbursement of Funds**. Subject to the terms of this Section, City will disburse the Funds to Tenant in accordance with Exhibit P attached hereto and upon satisfaction of the following conditions:
  1. Tenant must have delivered to City a written request by Tenant for a disbursement of Funds, which must certify that the Work costs covered by the expenditure request have been paid or incurred by Tenant (“**Expenditure Request**”), which Expenditure Request must be in form and substance satisfactory to City, together with: (i) copies of invoices, contracts or other documents covering all amounts requested; (ii) a line item breakdown of costs to be covered by the Expenditure Request; (iii) copies of checks issued to pay expenses covered in the previous Expenditure Request; and (iv) executed release(s) of mechanics’ liens for any Work. City may grant or withhold its approval of any line item contained in the Expenditure Request that, if funded, would cause it to exceed the budgeted line item as previously approved by City. Additionally, City must approve all requested reallocations of Funds for line items previously approved by City.
  2. No Event of Default, or Unmatured Event of Default, has occurred that remains uncured as of the date of the Expenditure Request.
  3. With respect to any Expenditure Request that covers rehabilitation or construction costs, Tenant must have certified to City that the Work complies with all applicable labor standards and all applicable laws.
  4. Tenant will work closely with City staff and provide reimbursement-related documentation in a timely fashion, so as to comply with both the Critical Repair and Recovery Stimulus Program Guidelines (“**Guidelines**”) and the Controller’s Office of Public Finance Accounting Policies and Procedures (“**Procedures**”) as relates to record-keeping and submission of reimbursement requests.
  5. Tenant may submit reimbursement requests as the Work is performed, if in compliance with the Guidelines and Procedures.

- c) Insurance, Bonds and Security. Before starting any demolition, rehabilitation or construction on the Premises, Tenant must deliver to the City proof of insurance as required by Article 24 (Insurance) hereof. At all times, Tenant must take prudent measures to ensure the security of the Premises.
- d) Rehabilitation/Construction Standards. All rehabilitation or construction must be performed in a first-class manner, substantially in accordance with final plans and specifications approved by the City and in accordance with all applicable laws.
- e) Records. Tenant must maintain and provide to City upon request records that accurately and fully show the date, amount, purpose and payee of all expenditures of the Funds, and must keep all estimates, invoices, receipts and other documents related to expenditures of the Funds. In addition, Tenant must provide to City promptly following Tenant's receipt, complete copies of all monthly bank statements, together with a reconciliation, for each Account until all Funds (including accrued interest) in each Account have been disbursed for Eligible Uses.
- f) Compliance With Other Lease Terms. Tenant must comply will all other terms of this Lease, including but not limited to Article 4 (Uses), Article 5 (Development of Project), Article 9 (Operations and Management), Article 13 (Taxes and Assessments), Article 14 (Contests), Article 15 (Compliance With Laws), Article 18 (Subsequent Construction), Article 22 (Liens), Article 23 (Indemnification), Article 24 (Insurance), Article 25 (Hazardous Materials), Article 28 (Events of Default; Termination), Article 42 (Inspection of Premises By City), Article 46 (Representations and Warranties), and Article 47 (Special Provisions).

**2. Additional City Approvals**. Tenant understands and agrees that City is entering into this Amendment in its proprietary capacity and not as a regulatory agency with certain police powers. Tenant understands and agrees that neither entry by City into this Amendment nor any approvals given by City under this Amendment shall be deemed to imply that Tenant will obtain any required approvals from City departments, boards or commissions which have jurisdiction over the Premises, including but not limited to the future Premises. By entering into this Amendment, City is in no way modifying or limiting the obligations of Tenant to develop the Premises in accordance with all local laws. Tenant understands that any development of the Premises shall require approvals, authorizations and permits from governmental agencies with jurisdiction over the Premises, which may include, without limitation, the San Francisco City Planning Commission, San Francisco Public Works, and the San Francisco Board of Supervisors. Notwithstanding anything to the contrary in this Amendment, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the Project, including but not limited to a party hereto, from exercising any discretion available to such department, board or commission with respect thereto, including but not limited to the discretion to (i) make such modifications deemed necessary to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid such impacts, including the "No Project" alternative; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided, or (iv) determine not to proceed with the proposed Project.

**3. No Joint Venture**. This Amendment or any activity by City hereunder does not create a partnership or joint venture between City and Tenant relating to the Lease or otherwise. This Amendment does not constitute authorization or approval by City of any activity conducted by Tenant, and City shall in no way be responsible for the acts or omissions of Tenant on the Premises or otherwise.

4. **Governing Law.** This Amendment will be construed and enforced in accordance with the Legal Requirements of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Amendment shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Amendment has been brought in an inconvenient forum.

5. **References.** No reference to this Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended hereby.

6. **Applicable Law.** This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.

7. **Notification of Prohibition on Contributions.** By executing this Amendment, Tenant acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who leases, or seeks to lease, to or from any department of the City any land or building from making any campaign contribution to (a) a City elected official if the lease must be approved by that official, (b) a candidate for that City elective office, or (c) a committee controlled by that elected official or a candidate for that office, at any time from the submission of a proposal for the lease until the later of either the termination of negotiations for the lease or twelve (12) months after the date City approves the lease. Tenant acknowledges that the foregoing restriction applies only if the lease or a combination or series of leases or other contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand dollars (\$100,000) or more. Tenant further acknowledges that (i) the prohibition on contributions applies to each prospective party to the lease; any person with an ownership interest of more than 10 percent (10%) in Tenant; any subtenant listed in the lease; and any committee that is sponsored or controlled by Tenant; and (ii) within thirty (30) days of the submission of a proposal for the Lease, the City department with whom Tenant is leasing is obligated to submit to the Ethics Commission the parties to the lease and any subtenant. Additionally, Tenant 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 lease, and has provided the names of the persons required to be informed to the City department with whom it is leasing.

8. **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment.

9. **Effective Date.** The date of which this Amendment shall become effective as of the date this Amendment is duly executed and exchanged by the parties hereto.

10. **Miscellaneous.** Except as expressly modified herein, the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. The Lease as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and cancels any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver or relinquishment of any rights that City may have relating to the Lease. Tenant and City hereby ratify and confirm all of the provisions of the Lease as amended by this Amendment.

**[signatures follow]**



In witness whereof, the parties hereto have executed this Amendment as of the date written above.

TENANT:

SAN FRANCISCO MARKET CORPORATION,  
a California nonprofit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LANDLORD:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Andrico Q. Penick  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Jessica Alfaro-Cassella  
Deputy City Attorney

**Exhibit P**

**Initial Street Improvement, Marshalling Yard Construction, and Predevelopment Scope of Work**

Attached.

**EXHIBIT P**

INITIAL STREET IMPROVEMENT, MARSHALLING YARD CONSTRUCTION, AND  
PREDEVELOPMENT SCOPE OF WORK

Street and Marshalling Yard Improvements

Subject to the terms and conditions contained herein, Tenant will make certain street and marshalling yard improvements (“**Marshalling Yard Improvements**”) between the four warehouse facilities on the Central Market Site to provide an enhanced area for truck loading and unloading on the Premises.

*Location*

The location of these Marshalling Yard Improvements is shown in Attachment 1 to this Exhibit P. The area directly in front of 1900 Kirkwood Avenue (to the north of the current warehouse) will not be improved at this time.

*Scope of Work*

The scope of work of the Marshalling Yard Improvements, including demolition, paving, curb and gutter, striping, and sealant application, are to be performed in accordance with Attachment 2 to this Exhibit P.

*City Permits*

Until the street vacation of Jerrold Avenue is final and effective (Board of Supervisors Ordinance No. 163-12), some of the street and marshalling yard described above and shown in Attachment 1 remains public right-of-way under the jurisdiction of the City’s Department of Public Works (DPW). As such, Tenant is responsible for obtaining all necessary and appropriate permits from the City to complete the Marshalling Yard Improvements, if the Marshalling Yard Improvements are to proceed prior to full street vacation effectiveness.

*Budget*

In accordance with the conditions stated in Section 5.12 of the Lease, City will reimburse Tenant up to \$1,810,000 for the Marshalling Yard Improvements, which are expected to include the following components and estimated costs – a budget more fully described in Attachment 3 to this Exhibit P.

<u>Primary components of Marshalling Yard Improvements</u>	<u>Estimated cost (\$)</u>
Demolition	353,500
Base prep and Sealcoat	26,000
Paving	697,150
Concrete curbs and gutters	172,550
Parking bumper and pavement markings	117,650

Other (insurance, testing, overhead, etc.)	276,650
Market contingency	166,500
<b>TOTAL</b>	<b>1,810,000</b>

Unless additional City dollars are identified, any Marshalling Yard Improvements costs in excess of \$1,810,000 will be met by other Tenant project funding sources, including grants and private financing.

Predevelopment Work for 1900 Kirkwood Avenue

The City also intends to support the predevelopment and design work (“**Predevelopment Work**”) associated with a new distribution warehouse at 1900 Kirkwood Avenue, which is anticipated to be roughly 70,000 square feet in size and will house between two and five of Tenant’s subtenants.

*Scope of Work*

The scope of the Predevelopment Work will encompass the predevelopment and design work described in Attachment 4 (Description of Architectural Services) of this Exhibit P, and will prepare to implement the conceptual design for 1900 Kirkwood shown in Attachment 5 (Conceptual Design) of this Exhibit P.

*Budget*

In accordance with the conditions stated in Section 5.12 of the Lease, City will reimburse Tenant up to \$1,190,000 for the Predevelopment Work, which is expected to include the following components and estimated costs:

<u>Primary components of Predevelopment Work</u>	<u>Estimated cost (\$)</u>
Schematic design	75,600
Design development	453,700
Construction documents	667,000
Permit/bid	37,500
Construction administration	466,200
<b>TOTAL</b>	<b>1,700,000</b>
<b>Total City contribution</b>	<b>1,190,000</b>

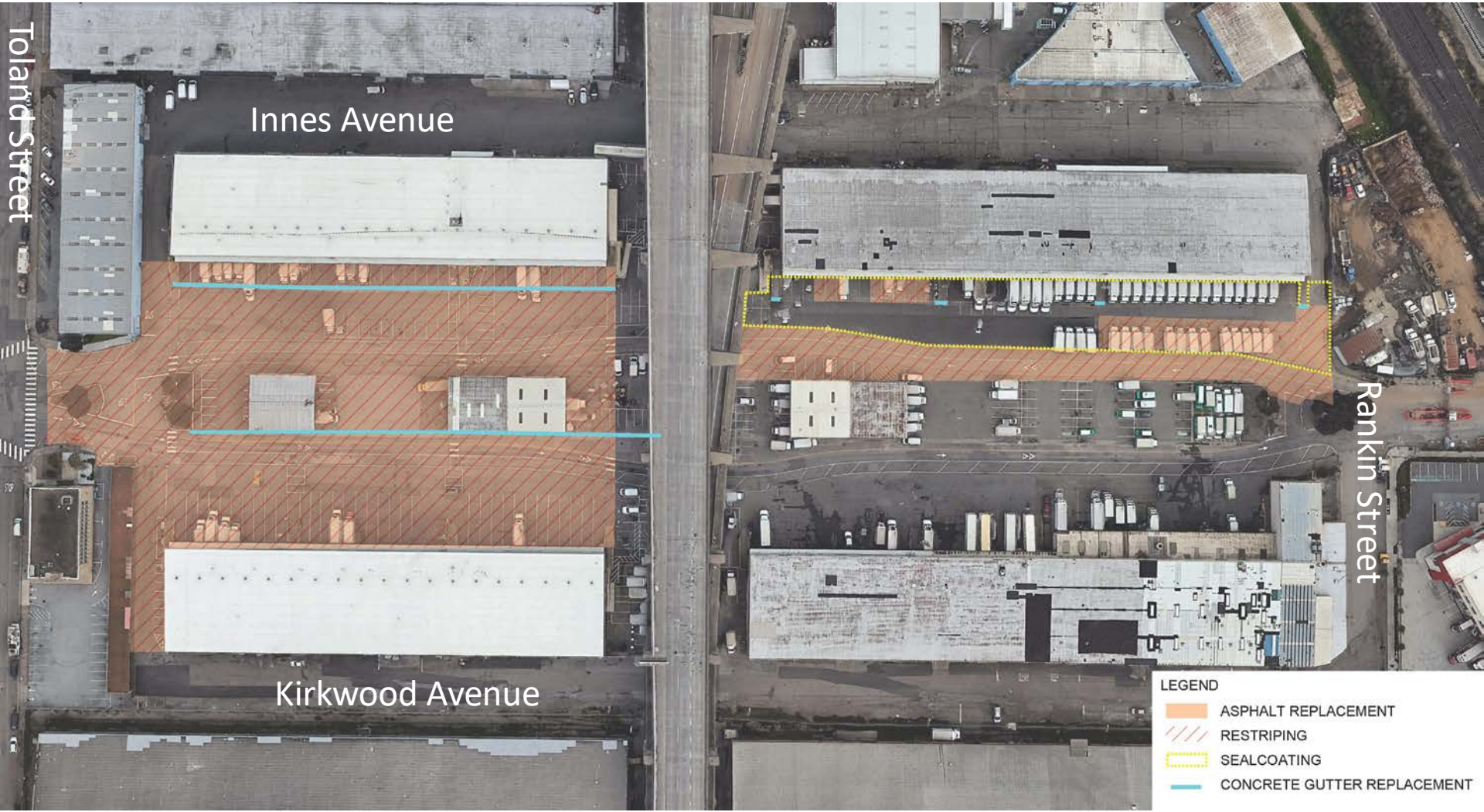
Unless additional City dollars are identified, any Predevelopment Work costs in excess of \$1,190,000 will be met by other Tenant project funding sources, including grants and private financing.

Notwithstanding the foregoing, City will not reimburse Tenant more than a total of \$3,000,000 for the combined Marshalling Yard Improvements and Predevelopment Work pursuant to this Exhibit P. If the actual Marshalling Yard Improvements costs are less than \$1,810,000, Tenant may seek reimbursement of the remainder of the allocated Marshalling Yard Improvements costs

for the Predevelopment Work costs, but in no event will City's reimbursement to Tenant exceed a total of \$3,000,000, as described above.

Attachment 1

Extent of Paving Work at  
Marshalling Yard





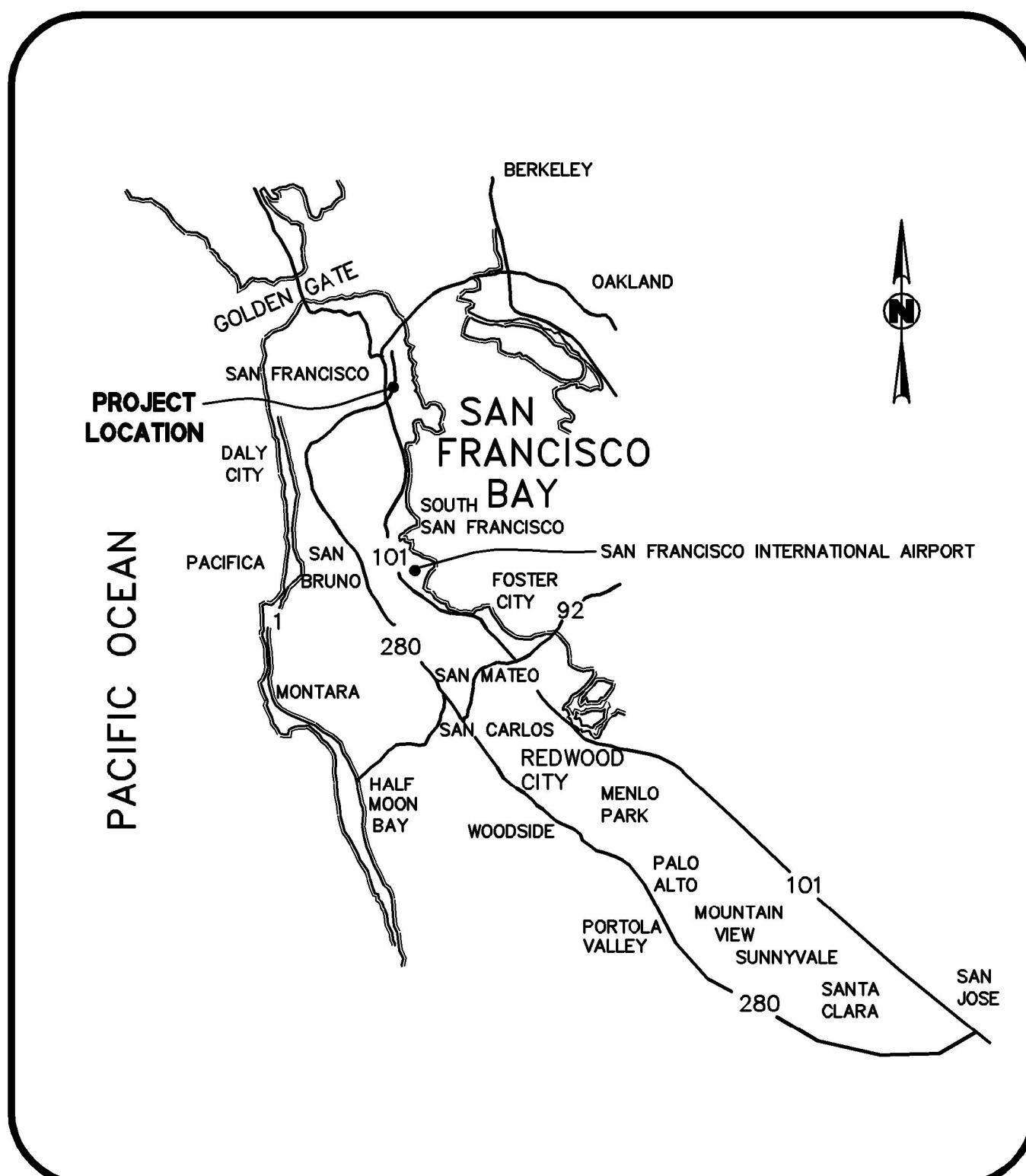
# Attachment 2 Exhibit P

## SAN FRANCISCO PRODUCE MARKET REPAVING PROJECT JERROLD AVENUE BETWEEN TOLAND STREET AND RANKIN STREET SAN FRANCISCO, CALIFORNIA

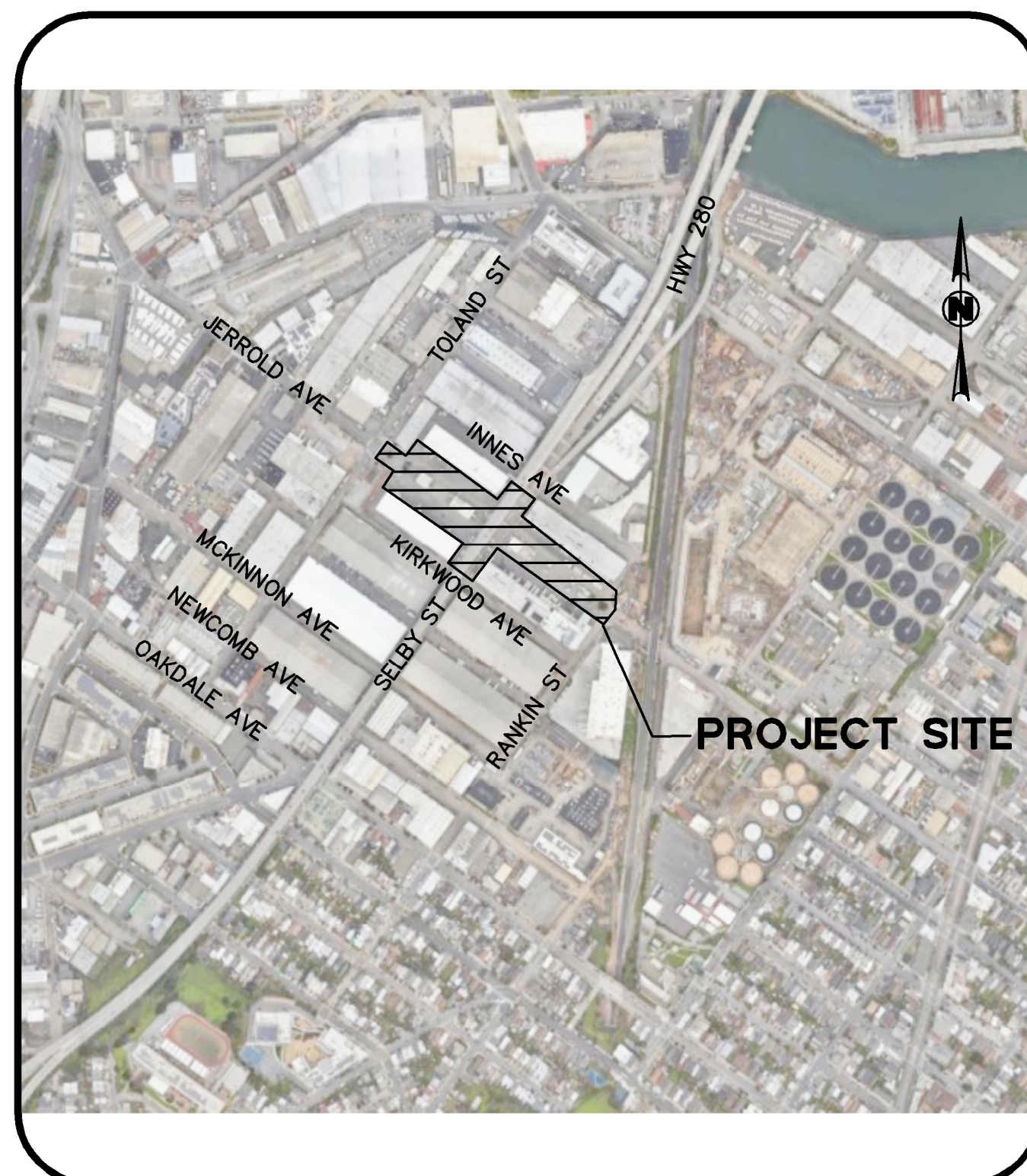
255 SHORELINE DR.,  
SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300  
www.bkf.com



CALIFORNIA



**LOCATION MAP**  
NTS



**VICINITY MAP**  
NTS

**SHEET INDEX**

- C100 COVER SHEET
- C101 NOTES, LEGEND AND ABBREVIATIONS
- C200 EXISTING CONDITIONS AND DEMOLITION PLAN
- C201 EXISTING CONDITIONS AND DEMOLITION PLAN
- C300 PAVING PLAN
- C301 PAVING PLAN
- C400 PHASING PLAN
- C500 STRIPING PLAN
- C501 STRIPING PLAN
- C600 EROSION CONTROL PLAN
- C601 EROSION CONTROL NOTES AND DETAILS
- C700 CONSTRUCTION DETAILS

SAN FRANCISCO PRODUCE MARKET  
REPAVING PROJECT  
COVER SHEET  
SAN FRANCISCO COUNTY

SAN FRANCISCO

Revisions	No.	Date	Scale	Design	Drawn	Approved	Job No.
	1	11/10/2022	NTS	MP	MP	TH	20090119-17

**UNAUTHORIZED CHANGES & USES:**  
THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

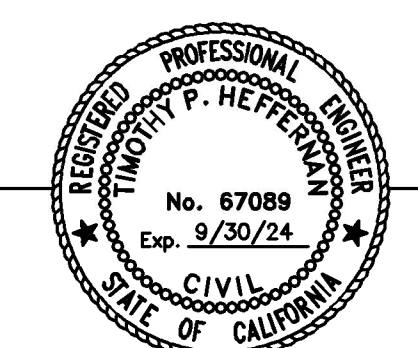
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.



**ENGINEER'S STATEMENT**

CIVIL ENGINEER  
THESE IMPROVEMENT PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE.

*Tim Heffernan*  
TIM HEFFERNAN  
PROJECT MANAGER  
P.E. #67089 EXP 09/30/24  
BKF ENGINEERS



11/10/2022  
DATE

Drawing Number:

DRAFT - NOT FOR CONSTRUCTION

C100  
OF





Table with columns for Date, Scale, Design, Drawn, Approved, Job No. and Revisions.

ABBREVIATIONS

Table of abbreviations with columns for SYMBOL and DESCRIPTION, listing terms like AGGREGATE BASE, ASPHALT CONCRETE, AREA DRAIN, etc.

LEGEND

Legend table with columns for EXISTING, PROPOSED, SYMBOL and DESCRIPTION, listing symbols for SPOT ELEVATION, WATER VALVE, FIRE HYDRANT, etc.

12. TEMPORARY EROSION AND SEDIMENTATION CONTROL FACILITIES SHALL BE COMPLETELY IN PLACE BY THE CONTRACTOR AND SHALL BE DILIGENTLY MAINTAINED BY THE CONTRACTOR TO ENSURE EFFECTIVENESS YEAR ROUND...

V. UTILITIES
1. NO PROPOSED UTILITY WORK. ALL EXISTING UTILITIES TO REMAIN.

VI. STATEMENT OF RESPONSIBILITY
1. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT...

VII. UNAUTHORIZED CHANGES & USES
1. THE CIVIL ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS...

VIII. SEDIMENTATION & POLLUTION CONTROL
1. ALL TRUCKS TRANSPORTING FILL MATERIAL SHALL BE COVERED OR PROTECTED IN SUCH A WAY AS TO PREVENT SLOUGHING AND/OR SPILLAGE.

IX. FIRE PROTECTION
1. ALL MOTORIZED CONSTRUCTION EQUIPMENT SHALL HAVE SPARK ARRESTORS.
2. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY FOR THE LOCATION OF HIS CONSTRUCTION TRAILERS AND STAGING AREA.

X. SURVEY NOTES
1. DATE OF SITE SURVEY IS 3/30/10.
2. THE FOLLOWING MAPS WERE USED AS A BASIS FOR THIS SURVEY:
a. THE MONUMENT MAP NOS. 292, 293 AND 307, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR OF SAN FRANCISCO.

BENCHMARK

ELEVATIONS SHOWN ARE BASED ON SAN FRANCISCO CITY DATUM.

I. GENERAL NOTES
1. THE FEDERAL EMERGENCY MANAGEMENT AGENCY HAS NOT IDENTIFIED ANY SPECIAL FLOOD HAZARD AREAS WITHIN THE CITY OF SAN FRANCISCO, CALIFORNIA. THE CITY DOES NOT PARTICIPATE IN THE NATIONAL FLOOD INSURANCE PROGRAM.
2. THESE PLANS DESCRIBE THE INTENT OF THE CIVIL DESIGN. THE CONTRACTOR SHOULD BE FULLY FAMILIAR WITH THE DOCUMENTS PRIOR TO ORDERING MATERIALS OR COMMENCING WORK.

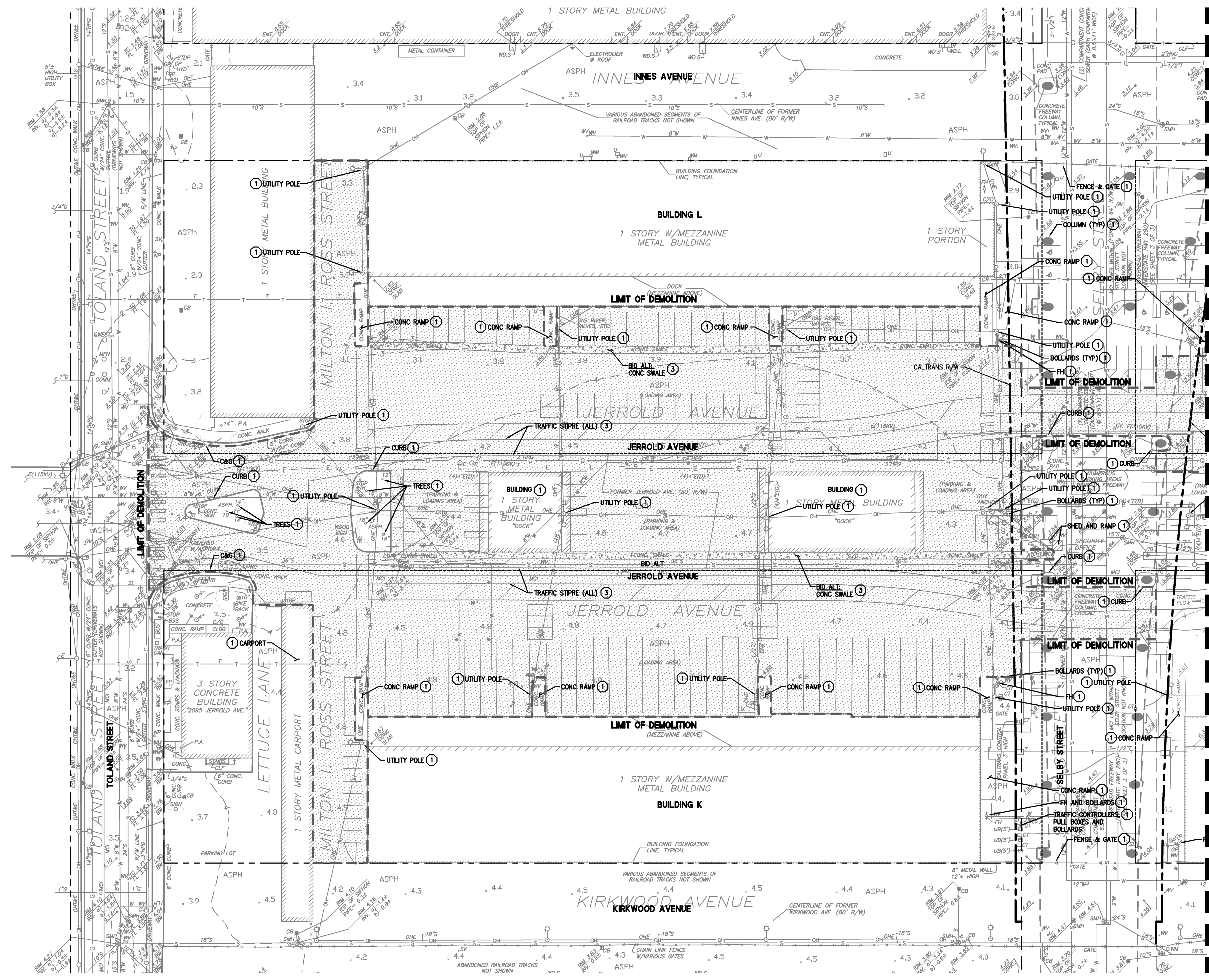
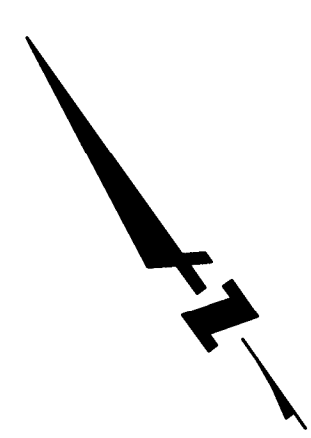
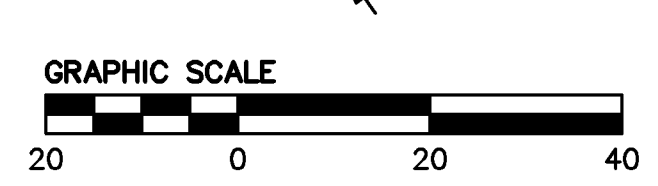




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Approved:			
Job No:	20090119-17		

- DEMOLITION NOTES**
- ALL EXISTING UTILITIES TO REMAIN AND PROTECT IN PLACE. EXISTING UTILITIES SHOWN ARE SCHEMATIC AND FOR REFERENCE ONLY.
  - THIS PLAN SHOWS GENERAL LIMITS OF DEMOLITION AND DOES NOT RELIEVE THE CONTRACTOR FROM OTHER DEMOLITION WORK NECESSARY TO INSTALL NEW SITE WORK, PAVING, ETC.
  - REFER TO PAVING PLAN FOR LIMITS OF PROPOSED PAVING. REPLACE EXISTING WHEEL STOPS WITHIN LIMITS OF PROPOSED PAVING.
  - ALL (E) TREES TO REMAIN. CONTRACTOR SHALL TAKE SPECIAL CARE/PROTECTION TO LIMIT DAMAGE TO ROOTS SYSTEMS AND TRUNKS OF EXISTING PLANTS TO REMAIN.
  - REFER TO STRIPING PLAN FOR LIMITS OF PROPOSED STRIPING. ALL EXISTING STRIPING IN CONFLICT WITH PROPOSED STRIPING SHALL BE REMOVED.
  - ALL EXISTING SIGNS TO REMAIN UNLESS OTHERWISE NOTED.
  - ADJUST (E) UTILITY STRUCTURES WITHIN LIMITS OF DEMO TO REMAIN TO FINISH GRADE.
  - ALL EXISTING FEATURES TO REMAIN UNLESS NOTED OTHERWISE.
  - AT LIMIT OF WORK LOCATIONS, SAWCUTS SHALL BE NEAT AND SQUARE. SAWCUTS IN CONCRETE SHALL BE AT EXISTING JOINTS OR SCORE MARKS.
  - PROTECT ALL (E) BUILDINGS/STRUCTURES AND VERIFY BUILDING/STRUCTURE FOUNDATION WILL NOT BE IMPACTED BY DEMOLITION ACTIVITIES.
  - PRIOR TO COMMENCING ANY WORK, EXCEPT FOR (E) JERROLD AVENUE ROADWAY STRIPING, CONTRACTOR TO DOCUMENT LOCATION OF ALL (E) PARKING STRIPE AND WHEEL STOPS FOR RESTORATION.

- LEGEND**
- APPROXIMATE LIMIT OF DEMOLITION WORK
  - [Pattern] EXISTING HARDSCAPE TO BE REMOVED
  - [Pattern] BID ALTERNATE DEMOLITION WORK
  - ① EXISTING UTILITY/FEATURE TO REMAIN. PROTECT AS NECESSARY DURING CONSTRUCTION
  - ② ADJUST EXISTING FEATURE/UTILITY TO GRADE
  - ③ EXISTING FEATURE TO BE REMOVED



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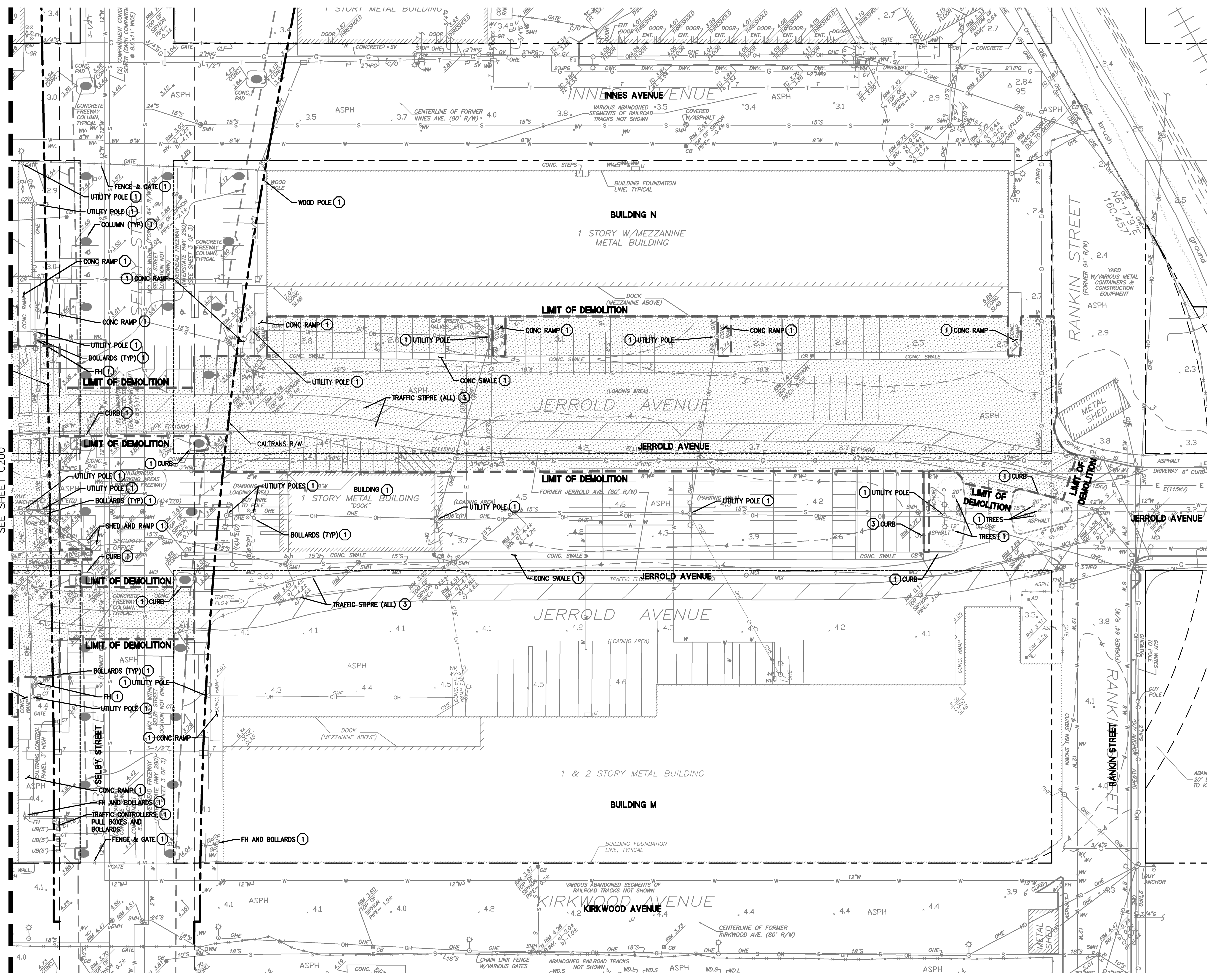
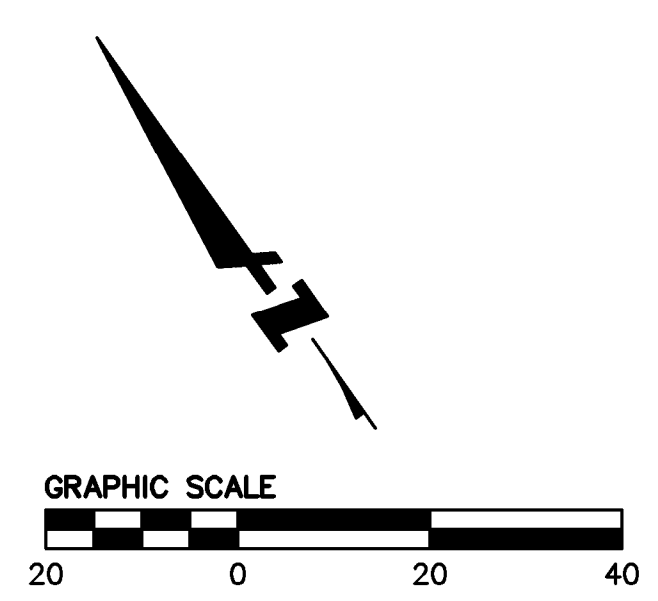




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Drawn:	MP	TH	
Approved:			
Job No:	20090119-17		

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  - REFER TO STRIPING PLAN FOR LIMITS OF PROPOSED STRIPING. ALL EXISTING STRIPING IN CONFLICT WITH PROPOSED STRIPING SHALL BE REMOVED.
  - ALL EXISTING SIGNS TO REMAIN UNLESS OTHERWISE NOTED.
  - ADJUST (E) UTILITY STRUCTURES WITHIN LIMITS OF DEMO TO REMAIN TO FINISH GRADE.
  - ALL EXISTING FEATURES TO REMAIN UNLESS NOTED OTHERWISE.
  - AT LIMIT OF WORK LOCATIONS, SAWCUTS SHALL BE NEAT AND SQUARE. SAWCUTS IN CONCRETE SHALL BE AT EXISTING JOINTS OR SCORE MARKS.
  - PROTECT ALL (E) BUILDINGS/STRUCTURES AND VERIFY BUILDING/STRUCTURE FOUNDATION WILL NOT BE IMPACTED BY DEMOLITION ACTIVITIES.
  - PRIOR TO COMMENCING ANY WORK, EXCEPT FOR (E) JERROLD AVENUE ROADWAY STRIPING, CONTRACTOR TO DOCUMENT LOCATION OF ALL (E) PARKING STRIPE AND WHEEL STOPS FOR RESTORATION.

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  - [Pattern] EXISTING HARDSCAPE TO BE REMOVED
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  - ① EXISTING UTILITY/FEATURE TO REMAIN. PROTECT AS NECESSARY DURING CONSTRUCTION
  - ② ADJUST EXISTING FEATURE/UTILITY TO GRADE
  - ③ EXISTING FEATURE TO BE REMOVED



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SEE SHEET C200

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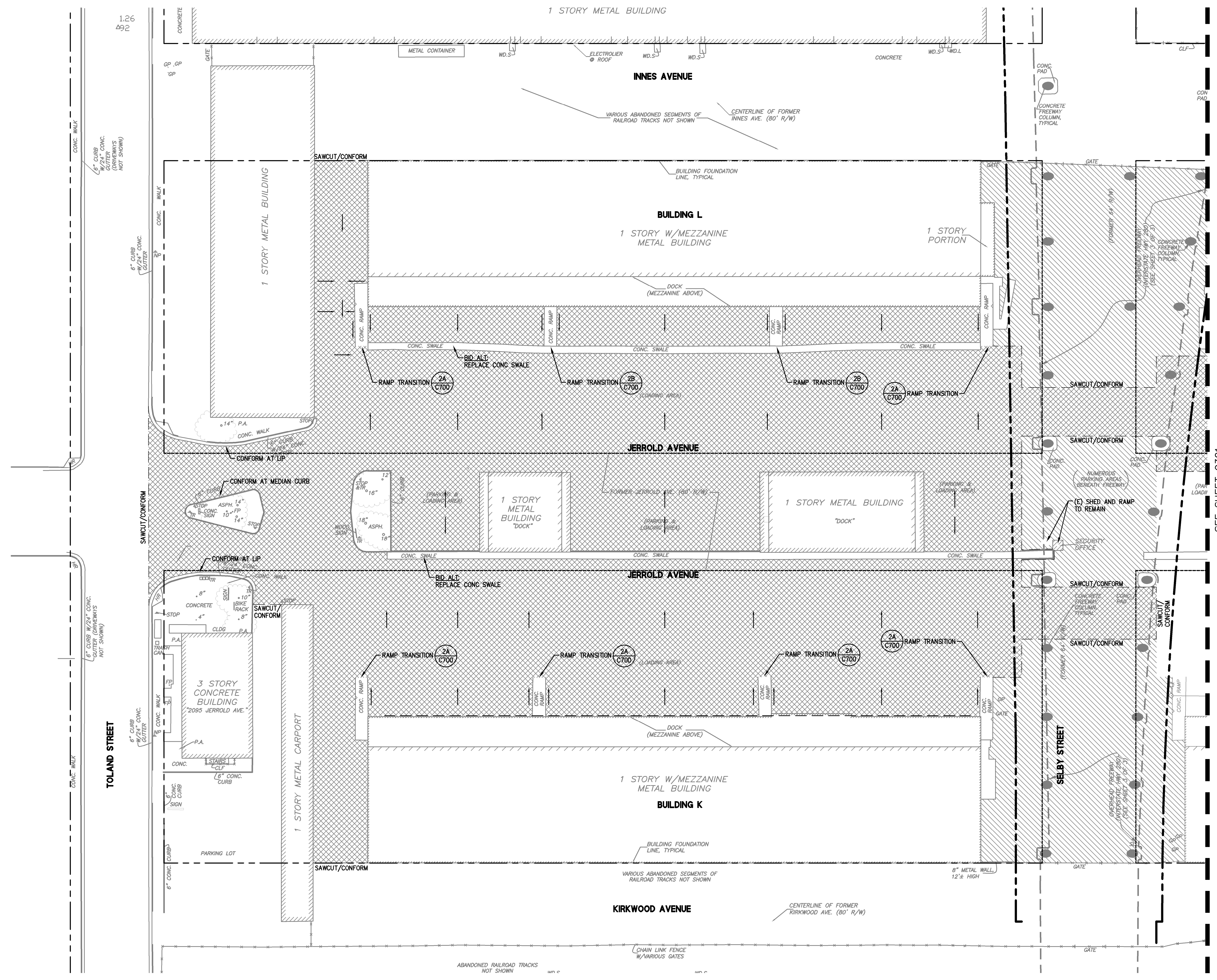
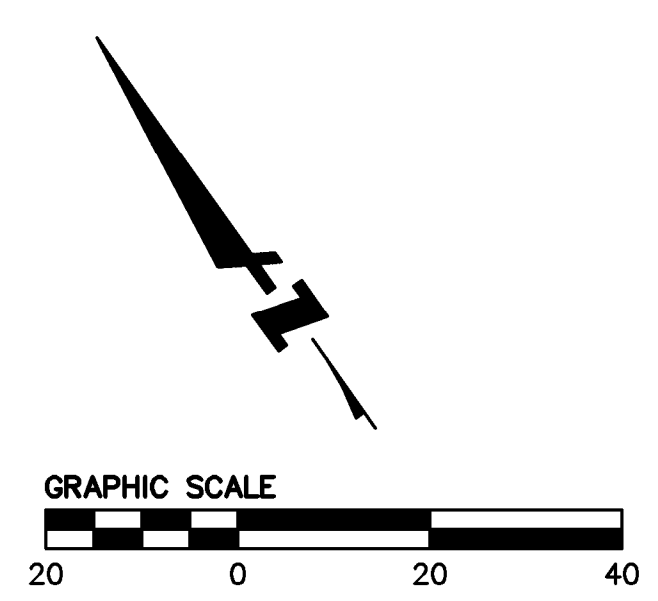
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Date:	11/10/2022
Scale:	1" = 30'
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Drawn:	MP
Approved:	TH
Job No:	20090119-17

**PAVING LEGEND**

- ASPHALT CONCRETE PAVEMENT (TI=10.0)  
6.5" AC/12" CL2 AB/12" CL2 AS
- SLURRY SEAL
- DEEP LIFT (BID ALTERNATE WORK ONLY)  
12" DEEP LIFT AC

↓  
FLOW DIRECTION

- PAVING NOTES**
- SUBGRADE R-VALUE = 5 PER GEOTECHNICAL REPORT.
  - PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM SFMTA AND OWNER. SEE TRAFFIC CONTROL PLAN NOTES ON SHEET C101. SFMTA PERMITS THE USE OF TEMPORARY STRIPING TAPE.
  - CONTRACTOR TO ENSURE POSITIVE DRAINAGE IS PROVIDED WITHIN LIMITS OF NEW PAVING. COSTS OF ANY CORRECTIVE WORK DUE TO WATER PONDING IN NEW PAVEMENT WILL BE BORNE BY THE CONTRACTOR.



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PLOT TIME: 11-10-22 1:21 pm PLOTTED BY: poon

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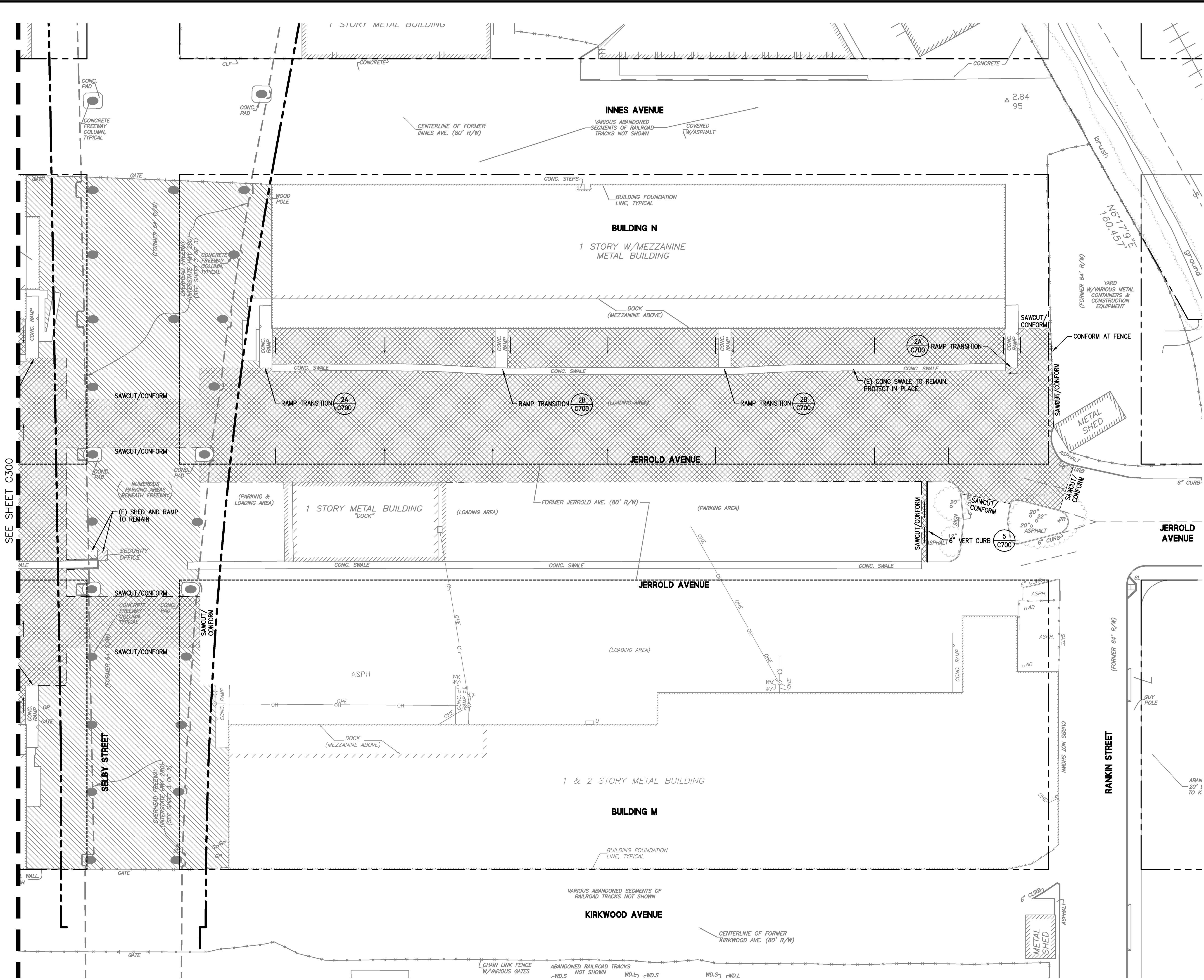
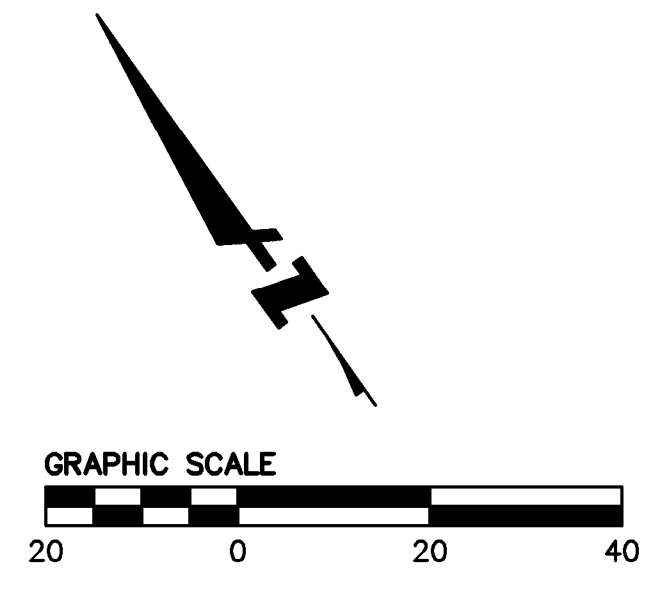
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Design:	MP	MP	
Drawn:	MP	TH	
Approved:			
Job No:	20090119-17		

**PAVING LEGEND**

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6.5" AC/12" CL2 AB/12" CL2 AS
- SLURRY SEAL
- DEEP LIFT (RID ALTERNATE WORK ONLY)  
12" DEEP LIFT AC

↓  
FLOW DIRECTION

- PAVING NOTES**
- SUBGRADE R-VALUE = 5 PER GEOTECHNICAL REPORT.
  - PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM SFMTA AND OWNER. SEE TRAFFIC CONTROL PLAN NOTES ON SHEET C101. SFMTA PERMITS THE USE OF TEMPORARY STRIPING TAPE.
  - CONTRACTOR TO ENSURE POSITIVE DRAINAGE IS PROVIDED WITHIN LIMITS OF NEW PAVING. COSTS OF ANY CORRECTIVE WORK DUE TO WATER PONDING IN NEW PAVEMENT WILL BE BORNE BY THE CONTRACTOR.



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**SAN FRANCISCO PRODUCE MARKET  
REPAVING PROJECT  
CONCEPTUAL STAGE CONSTRUCTION PLAN**

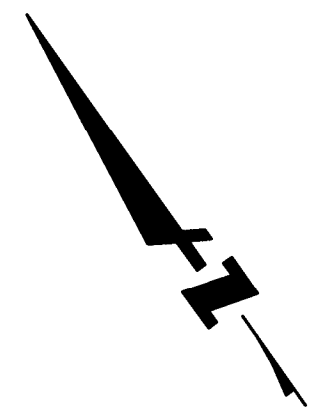
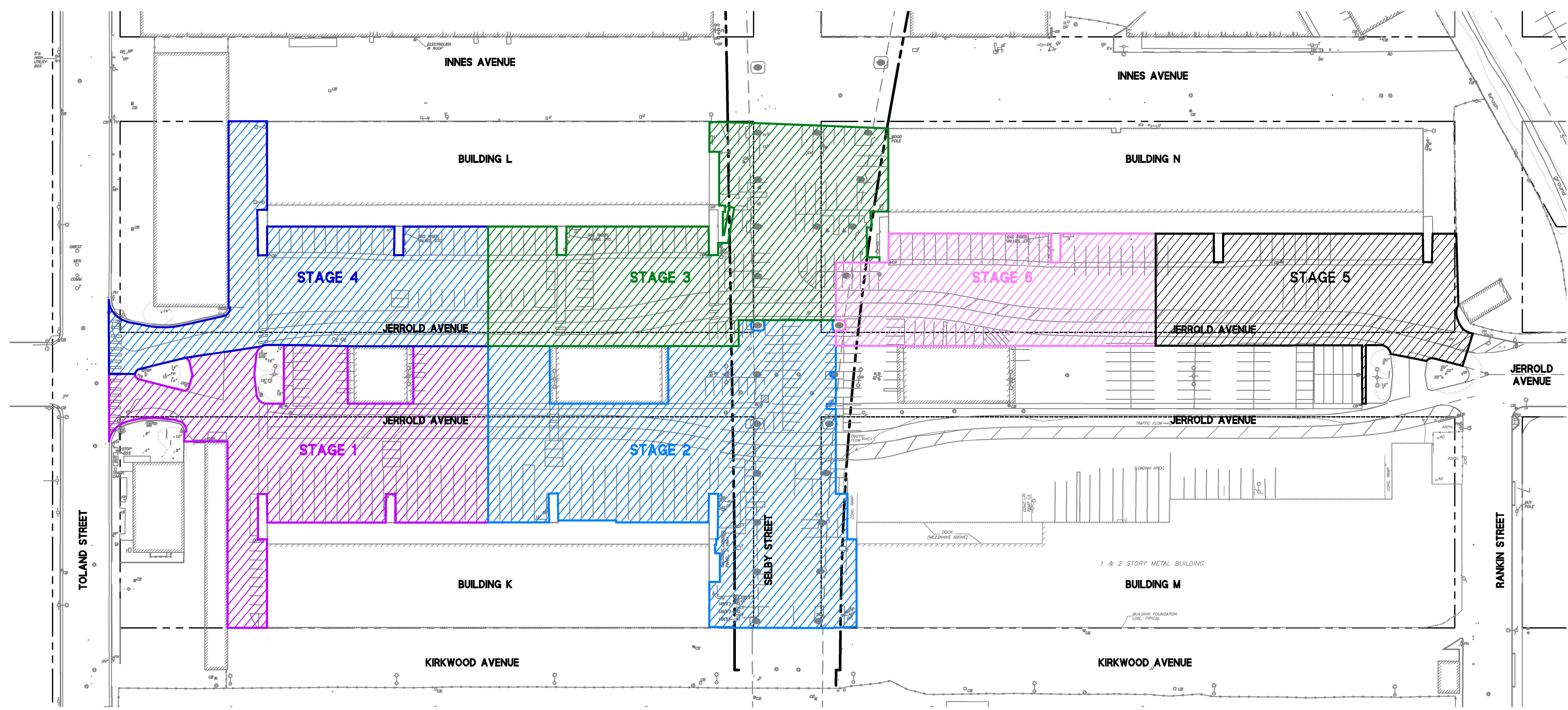
SAN FRANCISCO COUNTY

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No.	Date
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Approved:	TH
Job No:	20090119-17

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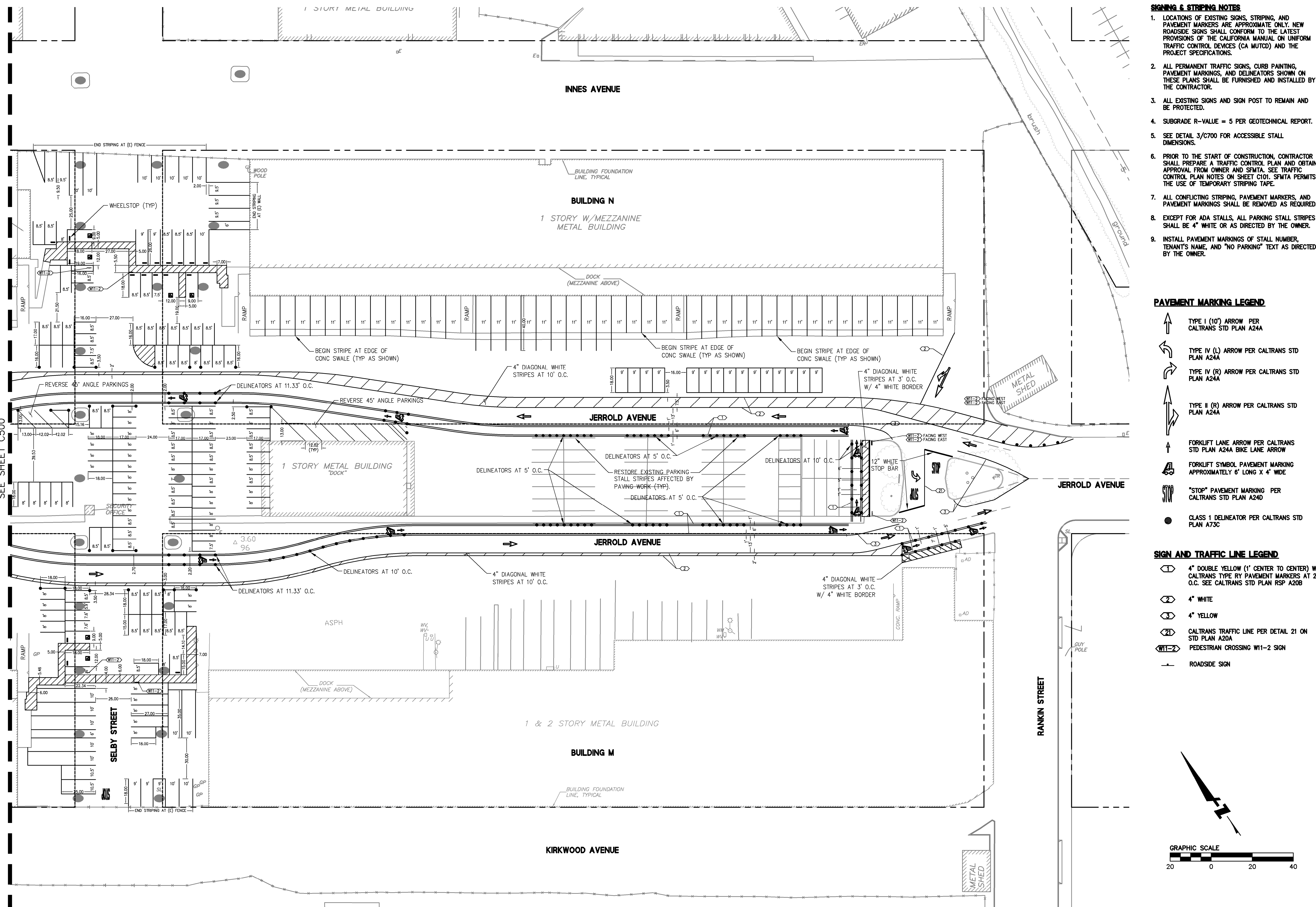


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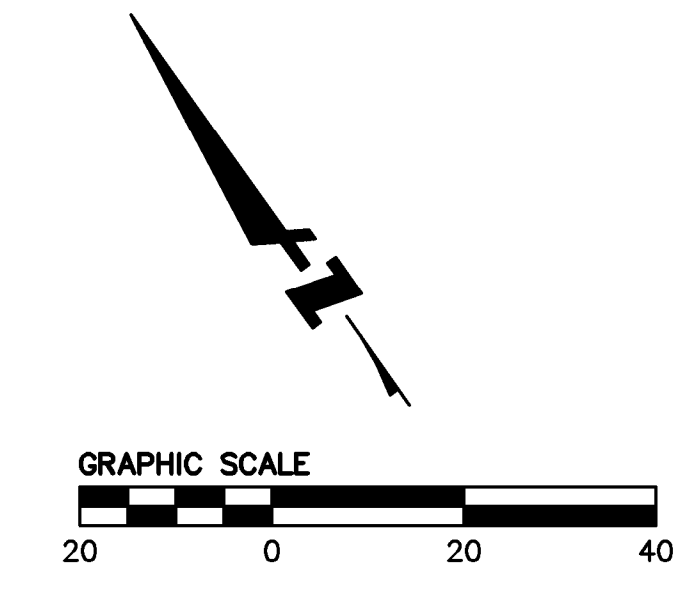




SEE SHEET C500

- ### SIGNING & STRIPING NOTES
- LOCATIONS OF EXISTING SIGNS, STRIPING, AND PAVEMENT MARKERS ARE APPROXIMATE ONLY. NEW ROADSIDE SIGNS SHALL CONFORM TO THE LATEST PROVISIONS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND THE PROJECT SPECIFICATIONS.
  - ALL PERMANENT TRAFFIC SIGNS, CURB PAINTING, PAVEMENT MARKINGS, AND DELINEATORS SHOWN ON THESE PLANS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
  - ALL EXISTING SIGNS AND SIGN POST TO REMAIN AND BE PROTECTED.
  - SUBGRADE R-VALUE = 5 PER GEOTECHNICAL REPORT.
  - SEE DETAIL 3/C700 FOR ACCESSIBLE STALL DIMENSIONS.
  - PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND OBTAIN APPROVAL FROM OWNER AND SFMTA. SEE TRAFFIC CONTROL PLAN NOTES ON SHEET C101. SFMTA PERMITS THE USE OF TEMPORARY STRIPING TAPE.
  - ALL CONFLICTING STRIPING, PAVEMENT MARKERS, AND PAVEMENT MARKINGS SHALL BE REMOVED AS REQUIRED.
  - EXCEPT FOR ADA STALLS, ALL PARKING STALL STRIPES SHALL BE 4" WHITE OR AS DIRECTED BY THE OWNER.
  - INSTALL PAVEMENT MARKINGS OF STALL NUMBER, TENANT'S NAME, AND "NO PARKING" TEXT AS DIRECTED BY THE OWNER.

- ### PAVEMENT MARKING LEGEND
- ↑ TYPE I (10') ARROW PER CALTRANS STD PLAN A24A
  - ↖ TYPE IV (L) ARROW PER CALTRANS STD PLAN A24A
  - ↗ TYPE IV (R) ARROW PER CALTRANS STD PLAN A24A
  - ↖↗ TYPE II (R) ARROW PER CALTRANS STD PLAN A24A
  - ↑ FORKFLIT LANE ARROW PER CALTRANS STD PLAN A24A BIKE LANE ARROW
  - ↖↗ FORKFLIT SYMBOL PAVEMENT MARKING APPROXIMATELY 6' LONG X 4' WIDE
  - "STOP" PAVEMENT MARKING PER CALTRANS STD PLAN A240
  - CLASS 1 DELINEATOR PER CALTRANS STD PLAN A73C
- ### SIGN AND TRAFFIC LINE LEGEND
- 1 4" DOUBLE YELLOW (1' CENTER TO CENTER) W/ CALTRANS TYPE RY PAVEMENT MARKERS AT 24' O.C. SEE CALTRANS STD PLAN RSP A20B
  - 2 4" WHITE
  - 3 4" YELLOW
  - 21 CALTRANS TRAFFIC LINE PER DETAIL 21 ON STD PLAN A20A
  - W1-2 PEDESTRIAN CROSSING W11-2 SIGN
  - ⊥ ROADSIDE SIGN



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Date: 11/10/2022  
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Approved: TH  
Job No: 20090119-17

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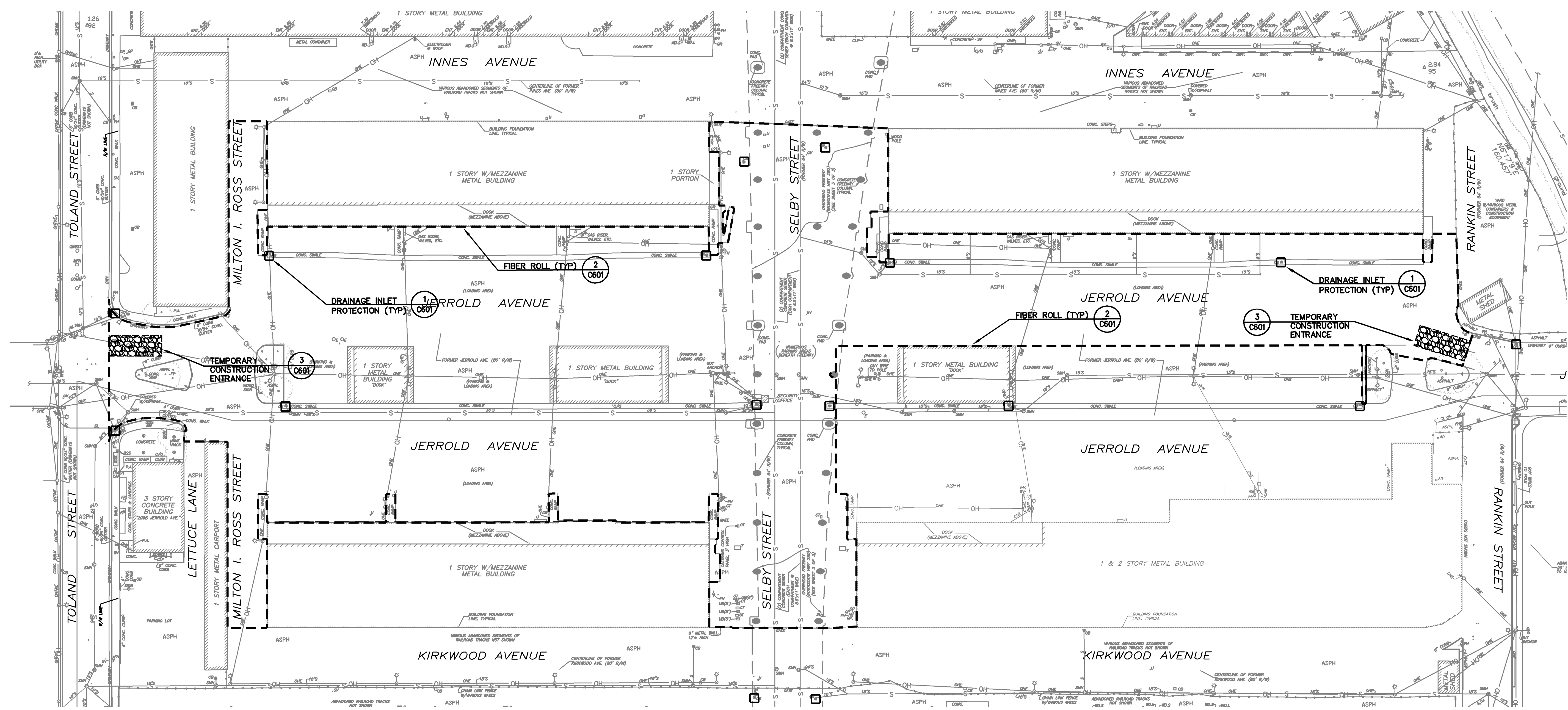
**SAN FRANCISCO PRODUCE MARKET  
REPAVING PROJECT  
EROSION CONTROL PLAN**

SAN FRANCISCO COUNTY

Revisions	No.	Date
	1	11/10/2022

Date:	11/10/2022
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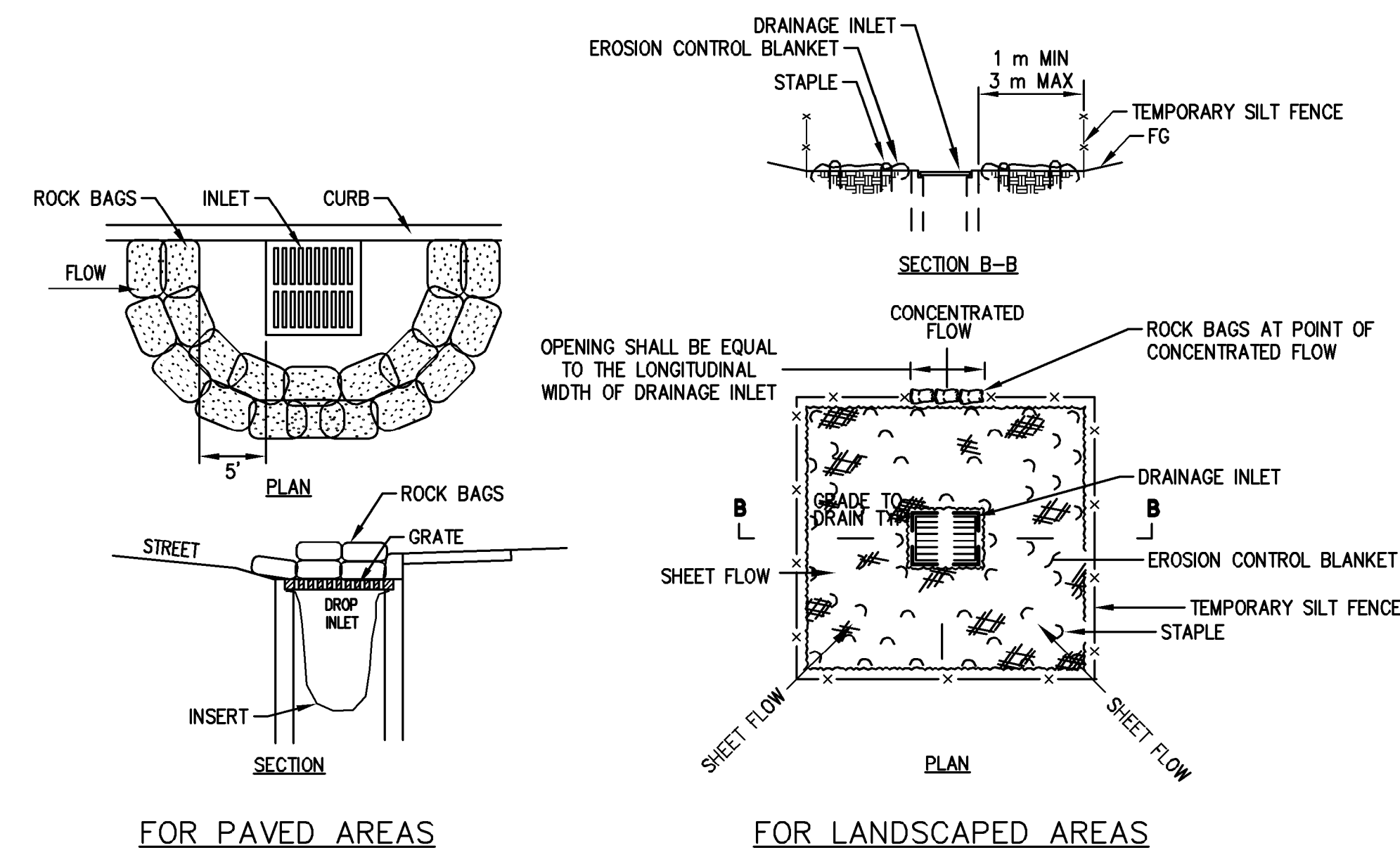
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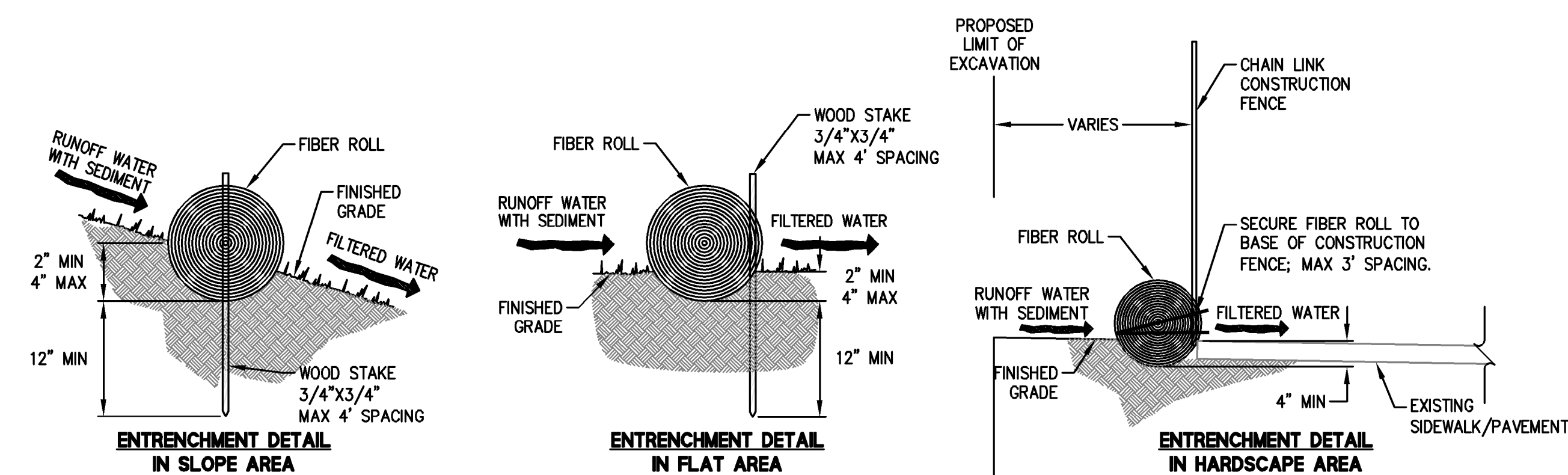


**EROSION CONTROL NOTES**

- THIS PLAN MAY NOT COVER ALL THE SITUATIONS OR PHASES THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. IN GENERAL, THE CONTRACTOR IS RESPONSIBLE FOR KEEPING SEDIMENT STORM RUNOFF FROM LEAVING THE SITE. SEDIMENT ROLLS AND SILT FENCES SHALL BE USED BY THE CONTRACTOR ON AN AS NEEDED BASIS TO INHIBIT SILT FROM LEAVING THE SITE AND ENTERING THE STORM DRAIN SYSTEM. TEMPORARY EROSION CONTROL DEVICES SHOWN ON THE GRADING PLAN WHICH INTERFERE WITH THE WORK SHALL BE REMOVED OR MODIFIED WITH THE INSPECTOR SO DIRECTS AS THE WORK PROGRESSES.
- EROSION CONTROL FACILITIES SHALL BE MAINTAINED DAILY. THESE FACILITIES SHALL CONTROL AND CONTAIN EROSION-CAUSED SILT DEPOSITS AND PROVIDE FOR THE SAFE DISCHARGE OF SILT FREE STORM WATER INTO EXISTING AND PROPOSED STORM DRAIN FACILITIES. DESIGN OF THESE FACILITIES MUST BE APPROVED AND UPDATED EACH YEAR BY THE ENGINEER (OCTOBER 1 TO APRIL 15).
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE ENGINEERING DIVISION OF THE PUBLIC SERVICES DEPARTMENT OR CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS. CONTROL MEASURES ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE ENGINEERING DIVISION OF THE PUBLIC SERVICES DEPARTMENT OR CITY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUB-CONTRACTORS AND SUPPLIERS ARE AWARE OF ALL STORM WATER QUALITY MEASURES & IMPLEMENT SUCH MEASURES. FAILURE TO COMPLY WITH THE APPROVED CONSTRUCTION WILL RESULT IN THE ISSUANCE OF CORRECTION NOTICES, CITATIONS AND/OR A PROJECT STOP ORDER.
- THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SEDIMENT LADEN RUNOFF TO ANY STORM DRAIN SYSTEM.
- IF EXISTING DRIVEWAY IS REMOVED DURING CONSTRUCTION, THE CONTRACTOR SHALL PLACE DRAIN ROCK AS A GRAVEL ROADWAY (8" MINIMUM THICKNESS FOR THE FULL WIDTH AND LENGTH OF SITE EGRESS AREA AS DEFINED IN THESE PLANS) AT THE ENTRANCE TO THE SITE.
- DURING THE RAINY SEASON, ALL PAVED AREAS ARE TO BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE IS TO BE MAINTAINED SO AS TO MINIMIZE SEDIMENT RUNOFF TO ANY STORM DRAIN SYSTEM.
- DURING PERIODS WHEN STORMS ARE FORECAST:
  - EXCAVATED SOILS SHOULD NOT BE PLACED IN STREETS OR ON PAVED AREA.
  - ANY EXCAVATED SOILS SHOULD BE REMOVED FROM THE SITE BY THE END OF THE DAY.
  - WHERE STOCKPILING IS NECESSARY, USE A TARPULIN OR SURROUND THE STOCKPILED MATERIAL WITH FIBER ROLLS, GRAVEL SEDIMENT BARRIER, SILT FENCE OR OTHER RUNOFF CONTROLS.
  - USE INLET CONTROLS AS NEEDED (E.G. BLOCK & GRAVEL SEDIMENT BARRIER FOR STORM DRAIN ADJACENT TO THE PROJECT OR STOCKPILED SOIL.
- THOROUGHLY SWEEP ALL PAVED AREAS EXPOSED TO SOIL EXCAVATION AND PLACEMENT.
- STAND-BY CREWS SHALL BE ALERTED BY THE PERMIT APPLICANT OR CONTRACTOR FOR EMERGENCY WORK DURING RAINSTORMS.
- AFTER OCTOBER 1ST TO APRIL 15TH, ALL EROSION CONTROL MEASURES WILL BE INSPECTED DAILY AND AFTER EACH STORM. BREACHES IN DIKES AND TEMPORARY SWALES WILL BE REPAIRED AT THE CLOSE OF EACH DAY AND WHENEVER RAIN IS FORECAST.
- AS A PART OF THE EROSION CONTROL MEASURES, UNDERGROUND STORM DRAIN FACILITIES SHALL BE INSTALLED COMPLETE AS SHOWN ON THE IMPROVEMENT PLANS.
- BORROW AREAS AND TEMPORARY STOCKPILES SHALL BE PROTECTED WITH APPROPRIATE EROSION CONTROL MEASURES TO THE SATISFACTION OF THE CITY ENGINEER.
- SANDBAGS SHALL BE STOCKPILED ON SITE AND PLACED AT INTERVALS SHOWN ON EROSION CONTROL PLANS WHEN THE RAIN FORECAST IS 40% OR GREATER, OR WHEN DIRECTED BY THE INSPECTOR.
- SANDBAGS REFERRED TO IN THE PRECEDING ITEMS MUST BE FULL APPROVED SANDBAG FILL MATERIALS ARE SAND, DECOMPOSED GRANITE, AND/OR GRAVEL, OR OTHER MATERIALS APPROVED BY THE INSPECTOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING SAFETY OF VEHICLES OPERATING IN ROADWAY ADJACENT TO EROSION CONTROL FACILITIES.
- AFTER RAINSTORMS CONTRACTOR SHALL CHECK FOR AND REMOVE SEDIMENT TRAPPED BY SANDBAGS AT STAGING AREA. REPLACE SANDBAGS IF DETERIORATION IS EVIDENT.
- DUST CONTROL SHOULD BE PRACTICED ON ALL CONSTRUCTION SITES WITH EXPOSED SOIL AS NEEDED. IT IS IMPORTANT IN WINDY OR WIND-PRONE AREAS. DUST CONTROL IS CONSIDERED A TEMPORARY MEASURE AND AS AN INTERMEDIATE TREATMENT BETWEEN SITE DISTURBANCE AND CONSTRUCTION, PAVING, OR REVEGETATION. REFER TO EROSION CONTROL AND SEDIMENT CONTROL FIELD MANUAL, 3RD EDITION, PREPARED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN FRANCISCO BAY REGION.

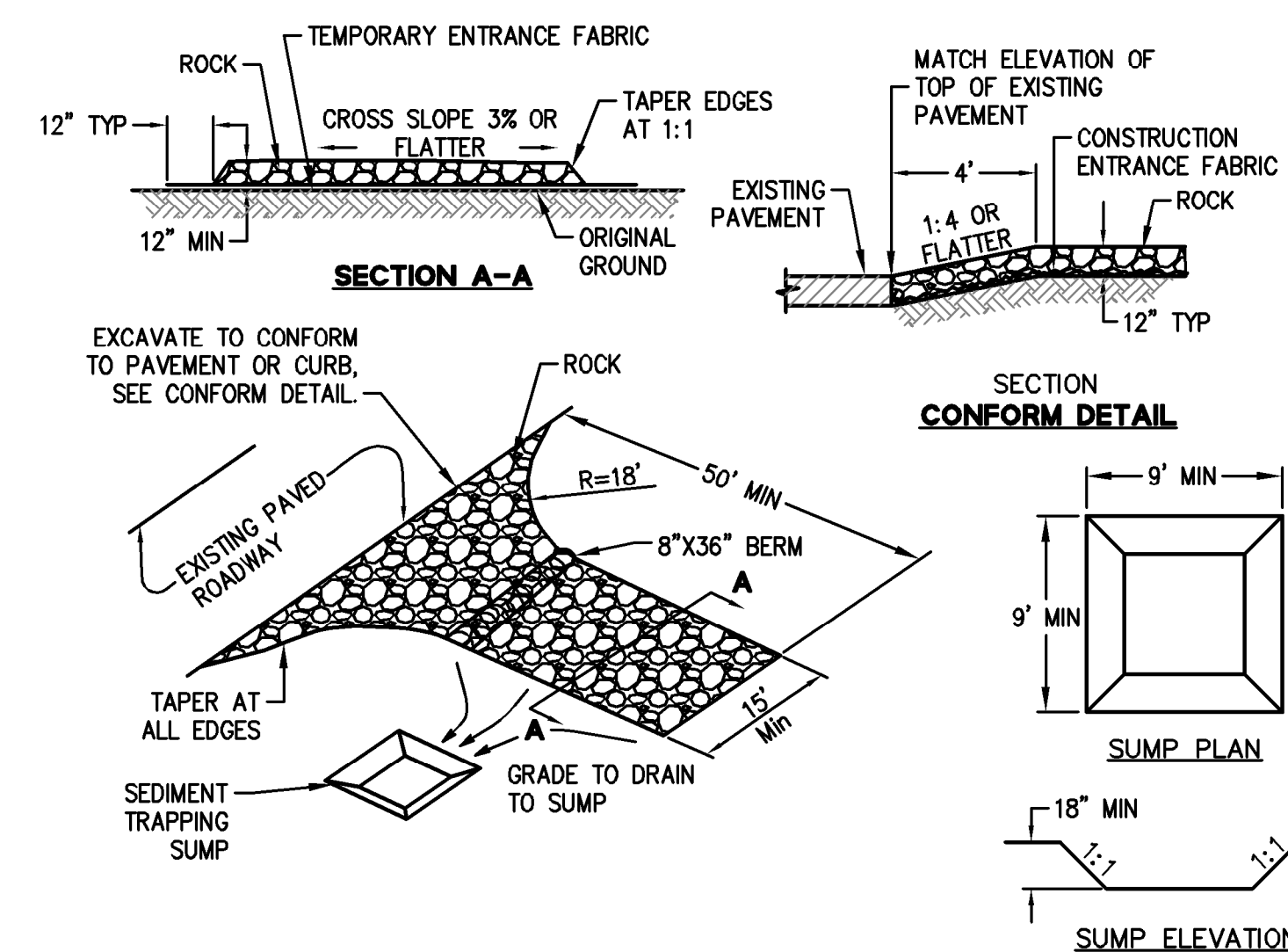


**1 DROP INLET PROTECTION**  
NTS



- NOTES:**
- FIBER ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3" TO 4" DEEP, DUG ON CONTOUR.
  - ADJACENT ROLLS SHALL TIGHTLY ABUT.
  - RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND FIBER ROLL.

**2 FIBER ROLL DETAIL**  
N.T.S.



**3 TEMPORARY CONSTRUCTION ENTRANCE**  
N.T.S.

255 SHORELINE DR.,  
SUITE 200  
REDWOOD CITY, CA 94065  
(650) 482-6300  
www.bkf.com



CALIFORNIA

**SAN FRANCISCO PRODUCE MARKET  
REPAVING PROJECT  
EROSION CONTROL NOTES AND DETAILS**

SAN FRANCISCO

Revisions	No.	Date
	1	11/10/2022
	2	NTS
	3	MP
	4	MP
	5	TH
	6	TH

Drawing Number:

C601

OF

DRAFT - NOT FOR CONSTRUCTION

DRAWING NAME: K:\Eng\090119-16\ENG\090119-16\EROSION CONTROL NOTES AND DETAILS.dwg PLOTTED BY: poon PLOT TIME: 11-10-22 1:08pm





**ATTACHMENT 3 - MARSHALLING YARD IMPROVEMENTS COST ESTIMATE**

The SF Market  
COP Yard Paving Project

Bidder: American Asphalt Repair & Resurfacing Inc.

Date: 3/29/2023

CSI	Description	Totals	Notes
01 1000	General Requirements		
02 4100	Demolition	\$ 353,500.00	Removal of concrete & asphalt surface.
31 2000	Subsurface	\$ -	Non-Needed
	Base prep	\$ 10,000.00	Re-compaction of exposed baserock material below 5" surface removal.
	Sealcoat	\$ 16,000.00	Slurry Seal of areas of non-replacement.
	Paving	\$ 697,150.00	Repaving of all replacement areas with 5" of asphalt.
31 1375	Concrete Curbs and Gutters	\$ 172,550.00	Concrete swale replacements, trench plates & polyester Concrete.
31 1700	Parking Bumper & Pavement Markings	\$ 117,650.00	Thermoplastic striping & parking bumpers.
	<b>Subtotal of CSI Divisions</b>	<b>\$ 1,366,850.00</b>	
	General Conditions		
	Traffic Control Measures	\$ 12,500.00	Traffic control plans, delineators & barricades.
	Sub-Grade Scanning & Sub-Grade Testing	\$ 2,500.00	GPR Scanning & Subgrade material testing
	Erosion Control, City Permit & Grading Plan	\$ 23,750.00	Construction Site Prep, Encroachment Permit & Overall Grading Plan.
	Overhead and Profit (fee)	\$ 235,650.00	
	Insurance	\$ 1,000.00	
	Bollard Replacements	EA \$ 1,250.00	
	Other mark-ups (provide background in notes column)		
	<b>Construction Total</b>	<b>\$ 1,643,500.00</b>	

**Alternates**

A.7	Exclusion of 24,001 Square Feet of 5" Asphalt Replacement at Building N.	\$ 80,150.00	12,191 Square Feet of Isolated 5" Repairs will be replaced as well as 22,005 Square Feet of Main Roadway.
A.8	Inclusion of 36,192 Square Feet of Sealcoat at Building N.	\$ 11,550.00	36,192 Square Feet of Building N Loading Dock and Parking Areas to be Sealcoated.
A.10	Inclusion of Main Roadway increase in thickness from 5" to 6" replacement (100' X 20' = 2,000 Square Feet)	\$ 3,850.00	
A.11	Installation of Speed Hump within Main Roadway	\$ 3,150.00	

Note: All Alternates to be fully loaded with burden of GC, Fee, Insurance, etc.

**Qualifications and Exclusions:**

*Total number of working days for base scope (Paving Stages 1-6, Concrete Swales 1-4, Sealcoat & Striping) to be 36 Days. If Concrete Swales are to be included add 8 more days of construction.*

1.

*Concrete Swale Work Progression: Half of each stages swale section to be worked on at a time. Day 1 = Demo & form setting. Trench plates to be securely installed at end of day to allow access for dock area the next night/ day. Day 2 = Trench plate removal, rebar installation & concrete pour. Trench plates installed for use at end of day. Allow for proper curing time. On Day 1 of next section baserock will be placed within gap along new gutter and asphalt for opening up to vehicle traffic.*

2.

*If it is determined that there are subgrade areas within the market that may be deemed too soft for proper compaction and additional subgrade treatment is needed a change order for additional work may be applied. SF Produce Market will be made immediately aware of any known issue in the field during day of construction.*

3.

Note: The SF Market reserves the right to select the Contractor based on qualifications, project approach and cost. The SF Market reserves the right to withhold the selection of the Contractor and/or to not award the contract to any of the participating Contractors.

+ 2325 Third Street #206  
San Francisco, CA 94107  
Tel 415.621.1799  
Fax 415.621.1798

#### ATTACHMENT 4 - DESCRIPTION OF ARCHITECTURAL SERVICES

**PROJECT NAME:** SF Market Redevelopment Project – 1900 Kirkwood Avenue

**PROJECT LOCATION:** 1900 Kirkwood Avenue, San Francisco, CA

**DATE**  
04.24.23

**SUBMITTED TO**

Michael Janis  
General Manager

The SF Market

**SUBMITTED BY**  
Brian Liles, AIA  
Principal

**PAGES**  
12

Jackson Liles Architecture is pleased to submit this Proposal for Professional Services (the Proposal) to assist the SF Market (the Client) with the design of a new building on your Main Site in San Francisco, CA.

We have based this Proposal on our previous project work with the SF Market, our work to date on the 1900 Kirkwood site, our conversations with the Client team and our past work on similar projects.

The Proposal provides an overview of the Project Objectives, a summary of the necessary Scope of Work for the Project, and a specific set of architectural services required for the design of the Project. We believe we have a good understanding of your desired outcome, as well as the steps necessary to accomplish a successful Project.

**PROJECT PARAMETERS**

The Project includes the construction of a new building fit out to a core and shell level and associated site improvements at 1900 Kirkwood Avenue, a site in the southeast quadrant of the SF Market’s Main Site. The expected improvements are outlined below.

Off-site horizontal improvements include construction of new sidewalks, curbs, gutter, street trees, street paving, and replacement of street paving where required for utilities.

On-site horizontal improvements include utilities, paving and grading, parking and accessible ramps and stormwater provisions (compliant with SFPUC standards).

Vertical improvements include the construction of one (1) building. The building is a one (1) story Type V-B fully sprinklered building of approximately 68,250 gross square feet. The building is primarily a S-2 occupancy with access B occupancy in limited areas of the building. The building is approximately 38’ to the highest roof, not including mechanical screens.

Vertical improvements for the project consist of the construction of a new building with the following attributes:

- A. One new approximately 68,250 sf building with a clear height of approximately 27’ high, to include the following programmatic areas:
  - 1. Core and shell construction appropriate for a multi-tenant building. The building is anticipated to hold between 2 -5 tenants.
  - 2. Tenant space shall be designed to accommodate future users who are engaged in the fresh food storage and distribution business. The core and shell space is anticipated to be delivered to tenants for their future build out in a warm shell condition (warehouse to be ventilated only).
  - 3. The building will be occupied by several programmatic components that serve the Market wide use as outlined below.

Proposal for Architectural Services

- Food Recovery Center
  - Specialized Refuse Management Area
  - Operations office
- B. The building is to be fire sprinklered throughout with a NFPA 13 compliant system.
- C. The project sustainability goals include:
- a. Title 24 compliance
  - b. The building will be LEED Gold Certified, as the primary measure of sustainability
  - c. The building will meet the appropriate SFGBC requirements.
- D. The Owner will be responsible for the following consultants:
- a. Surveying
  - b. Geotechnical Engineering
  - c. Hazardous Materials testing (as required)
  - d. Special Inspections
  - e. Utility provider coordination – dry utility consulting
  - f. PG&E interface
  - g. Permit Expeditors
  - h. AV/ Low Voltage/ Security
- E. This proposal assumes that the General Contractor will engage the following design/ build subcontractors that will coordinate with JLA and the design team:
- a. Fire Alarm
  - b. Fire Sprinklers
  - c. Cold Storage
  - d. High-Bay Racking
  - e. PV system
  - f. Electric Vehicle charging systems

**PROJECT OBJECTIVES**

The overall objective of the Project is the design and construction of a new warehouse suitable for use by merchants (tenants) of the SF Market. The specific architectural project scope of work includes:

- A. Provide a unified design from Kirkwood Avenue to the loading dock to reflect the nature, mission, and energy of the SF Market
- B. Provide staff spaces that are functional, durable, and inspiring including the Food Recovery Center and Specialized Refuse Management Area
- C. Provide an efficient, functional and worker-safe warehouse area
- D. Provide a well-orchestrated volunteer experience from the entry into the building, to the Food Recovery volunteer work areas, to the support spaces
- E. Provide a recognizable identity for the building which reflects the SF Market’s mission and values
- F. Provide a design which is responsive to life cycle costs, including maintenance and replacement costs.

This scope of work will be implemented through the steps and phases outlined below as Basic Services. Design is an iterative process, and the phases outlined below will often overlap as part of the design process.

**BASIC SERVICES**



Proposal for Architectural Services

The JLA proposed Scope of Basic Services are as noted in ATTACHMENT A: SCOPE OF BASIC ARCHITECTURAL SERVICES.

**ASSUMPTIONS & CLARIFICATIONS**

The following are assumptions and clarifications that form the basis of this Proposal:

1. The Proposal is based on a construction budget of \$35,000,00 to \$40,000,000.
2. JLA has previously provided professional services for this project; these services are not included in the fees included in this proposal. The fees included in this proposal will begin to be utilized with the billing cycle starting with services provided in May 2023.
3. Proposal assumes that the design and documentation process will be completed within 1.5 years of the start of services, and that the duration of construction will be 14 months.
4. Proposal assumes a General Contractor will be pre-selected based on qualifications and will provide pre-construction services starting no later than 50% Design Development.
5. JLA will utilize Revit, a 3D BIM (Building Information Management) software for our projects.
6. Meetings or Presentations with the local building authority that are not outlined in the Proposal will be provided as an additional service.
7. Change in the original scope of services or additional work requested, including any rework of, or changes in, previously approved work will be provided as an additional service.
8. Consulting services required due to changes in and/or reinterpretation of conditions not previously apparent, and/or engineering, zoning requirements or building codes will be provided as an additional service.
9. Additional meetings with the project team other than those outlined in this Proposal will be provided as an additional service.
10. Fee includes the services of engineering disciplines specifically listed, no other engineering or consultant services are included.
11. The proposal includes services for the Core and Shell design and construction of the 1900 Kirkwood. The Proposal does not include services supporting the tenancing of the building and/or supporting the SFM and potential tenants in exploring their potential tenancy in the building.
12. The Proposal does not include services related to the development or implementation of the SFM's Reinvestment Plan as a whole including assisting in the development of the design of the surrounding roadways and seeking a Final Parcel map.
13. JLA will develop a conceptual design for exterior signage. The Proposal assumes that a graphic designer or signage vendor will further develop the design concept to provide technical drawings and specifications for signage fabrication.
14. JLA will coordinate code required interior building signage with the selected signage contractor. This coordination will include numbering and naming systems, classification of room and signage types and general coordination of signage system with finishes.
15. JLA services include general coordination and sizing of donor recognition elements. The Proposal assumes that a graphic designer or signage vendor will be the lead designer of the donor recognition elements and that Jackson Liles

Proposal for Architectural Services

- Architecture will coordinate with this designer to ensure that donor recognition elements are integrated seamlessly with the finishes of the building.
16. JLA does not provide selection, specification or coordination of computers, IT equipment, phone systems, security systems, access control, camera monitoring or any type of AV systems. We can assist in identifying consultants to design these systems, if needed.
  17. Proposal assumes survey for the site will be provided by the Client and will include topography, legal boundaries, easements, the location of underground and above ground utilities, any ground level features, and overhead obstructions.
  18. Proposal assumes the project will be granted a Categorical Exemption to the California Environmental Quality Act.
  19. The Proposal assumes the review of the Project by the Planning Department will not require a Conditional Use Permit, Variance, or other similar out of standard approval process.
  20. Any services related to the identification and removal of hazardous materials are specifically excluded from these services.
  21. It is assumed that we will have ready access to the site when needed during the design and construction of the Project, and reasonable access for photographing the project at the completion of construction.
  22. Note that we do not have control over construction costs, market forces or material shortages and cannot guarantee that a design that meets your programmatic needs can be constructed for a specific budget amount. We will work with you to create a functional, durable, and cost-efficient project.
  23. Note that no permit fees, entitlement fees, application fees, or fees paid to government authorities are included in this Proposal.

**FORM OF AGREEMENT**

This Proposal is provided as Exhibit A to a B101-2017 AIA Standard Form of Agreement between Owner and Architect which has been modified to meet the project needs.

**TERMS OF AGREEMENT**

**A. FEE FOR BASIC SERVICES**

JLA will provide the Basic Services as defined above for a lump sum fee of One Million Seven Hundred Thousand dollars (\$1,700.00). The lump sum fee will be invoiced monthly on a percentage complete basis. The total lump sum fee is comprised in a number of phases and disciplines which are demonstrated in the following TABLE FEE FOR BASIC SERVICES.

Proposal for Architectural Services

<i>discipline</i>	<i>SD</i>	<i>DD</i>	<i>CD</i>	<i>Permit/Bid</i>	<i>CA</i>	<i>Total</i>
Architecture	-	227,500	305,000	24,000	290,900	<b>847,400</b>
Civil Engineering <sup>2</sup>	24,100	34,900	68,000	3,500	33,300	<b>163,800</b>
Landscape Architecture <sup>3</sup>	0	18,000	32,000	2,000	4,000	<b>56,000</b>
Structural Engineering <sup>4</sup>	15,000	30,000	55,000	5,000	30,000	<b>135,000</b>
Mechanical	10,000	38,000	45,000	1,000	16,000	<b>110,000</b>
Electrical						
Electrical	9,000	37,000	42,000	1,000	15,000	<b>104,000</b>
Lighting Design	3,000	6,000	7,000	0	2,000	<b>18,000</b>
Plumbing	5,000	21,000	24,000	1,000	9,000	<b>60,000</b>
MEP Commissioning	0	0	33,000	0	2,000	<b>35,000</b>
FS D/B standards	750	1,250	1,750	0	1,250	<b>5,000</b>
FA D/B standards	750	1,250	1,750	0	1,250	<b>5,000</b>
Envelop - Waterproofing	0	2,800	28,000	0	14,000	<b>44,800</b>
T-24 Modeling	2,750	2,750	0	0	0	<b>5,500</b>
LEED						
Consulting	0	28,000	24,500	0	17,500	<b>70,000</b>
Commissioning	0	0	0	0	30,000	<b>30,000</b>
LEED Modeling	5,250	5,250	0	0	0	<b>10,500</b>
<b>Consultant subtotal</b>	<b>75,600</b>	<b>226,200</b>	<b>362,000</b>	<b>13,500</b>	<b>175,300</b>	<b>852,600</b>
<b>Total</b>	<b>75,600</b>	<b>453,700</b>	<b>667,000</b>	<b>37,500</b>	<b>466,200</b>	<b>1,700,000</b>

**TABLE – FEE FOR BASIC SERVICES**

**Notes**

1. The following consultants are included within the Architectural Fee carried by JLA
2. The following consultants are included within the Architectural Fee carried by JLA
3. Landscape fee is a placeholder until scope of work is confirmed and is based on Site Permit drawings
4. SE feed includes separating design in to 2 Addenda, foundation and remaining superstructure.

**B. CONSULTANTS FEES**

The following services are included in the fee estimate above:

- Civil Engineering Structural Engineering
- MEP Engineering Basic Services
- MEP Title 24 Commissioning, systems to include:
  - HVAC system and controls
  - Domestic Hot Water
  - Daylighting Controls
  - Occupancy Sensors
  - Lighting Controls
- MEP Title 24 Performance Energy Model
- Fire Sprinkler Design Build specifications
- Fire Alarm Design Build specifications
- Landscape Architecture
- LEED design phase services

**The SF Market**  
1900 Kirkwood Avenue  
San Francisco, CA

Proposal for Architectural Services

We look forward to your comments and welcome any questions about this Proposal for our services. Again, we are very excited about the potential of working with you on this exciting Project. Please call me with any questions at (415) 621.1799.

Sincerely,

Approved:



\_\_\_\_\_  
Brian Liles, AIA, LEED AP  
Principal

\_\_\_\_\_  
Michael Janis  
General Manager

Jackson Liles Architecture  
CA Architecture License # C-27249

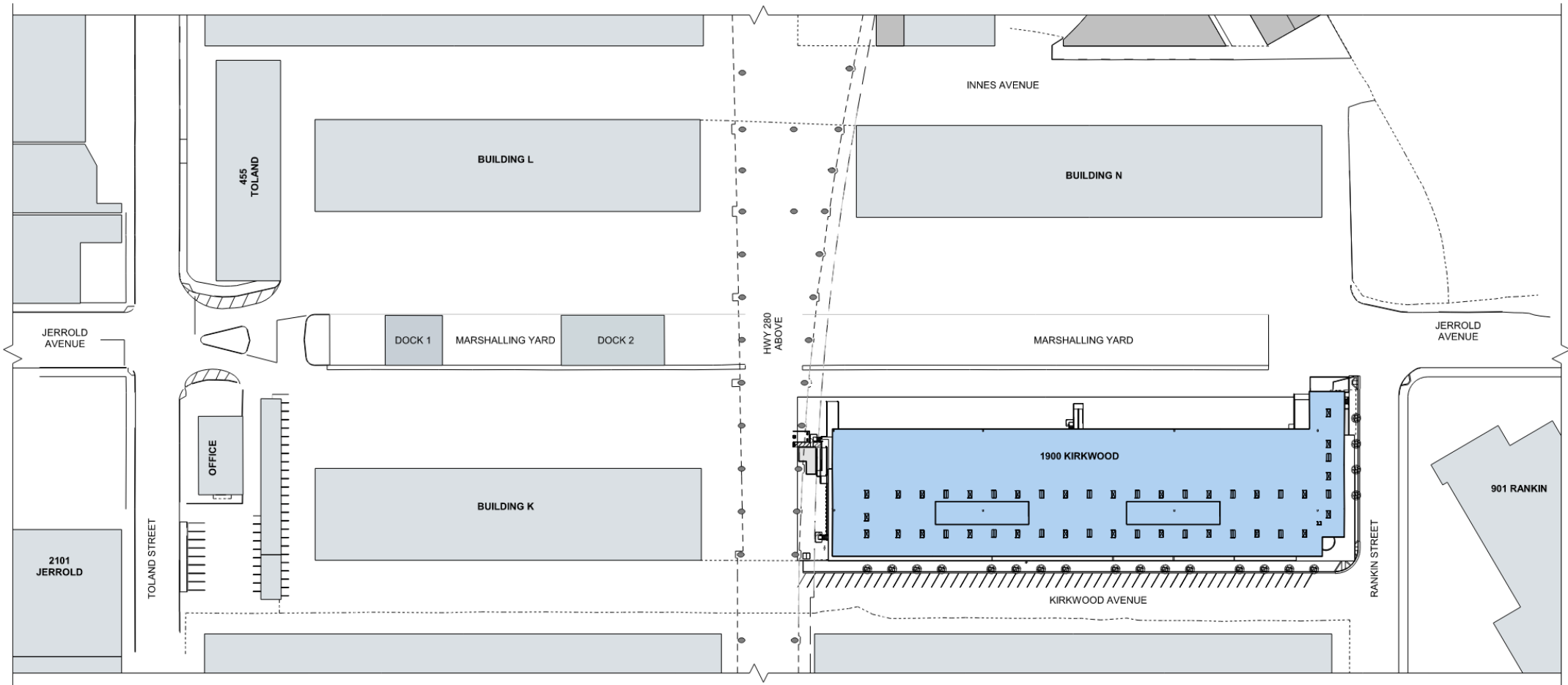
2095 Jerrold Avenue  
San Francisco, CA 94124

Date 04.24.23

Date: \_\_\_\_\_

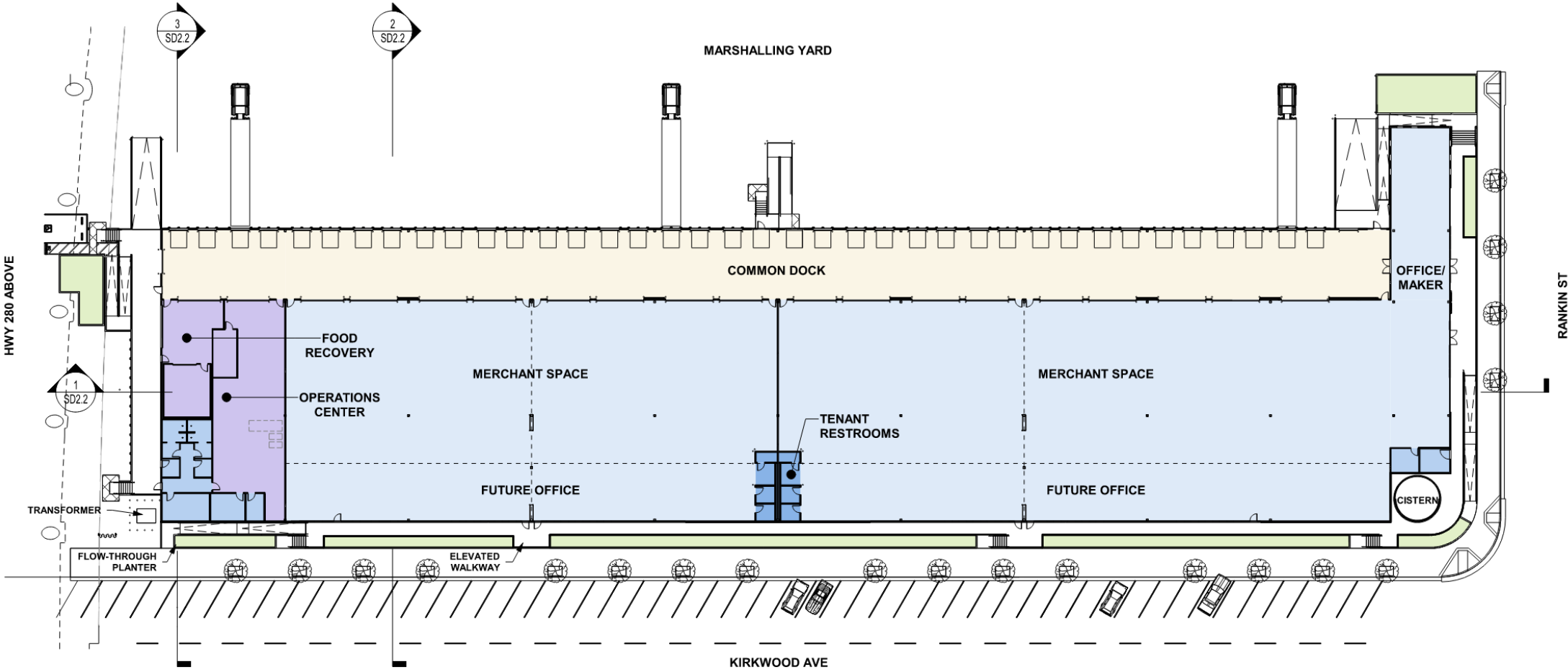
*Architects are licensed and regulated by the California Architects Board located at  
2420 Del Paso Road, Suite 105, Sacramento, CA 95834*

# ATTACHMENT 5 - Conceptual Design

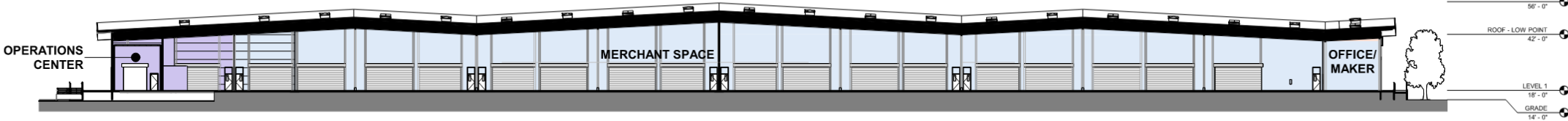




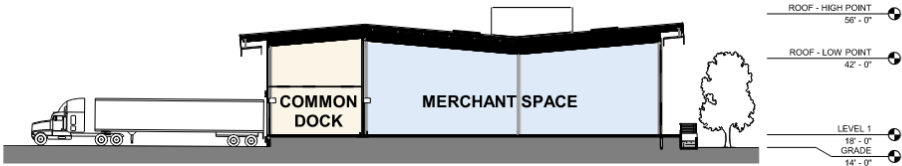
# Design Overview



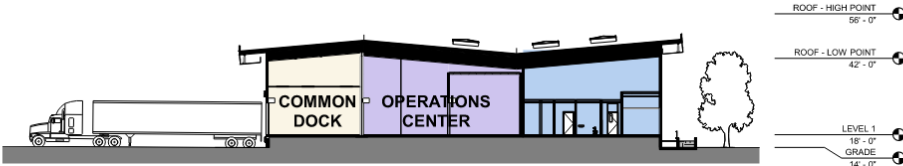
# Design Overview



1 LONGITUDINAL SECTION THROUGH WAREHOUSE  
1" = 30'-0"

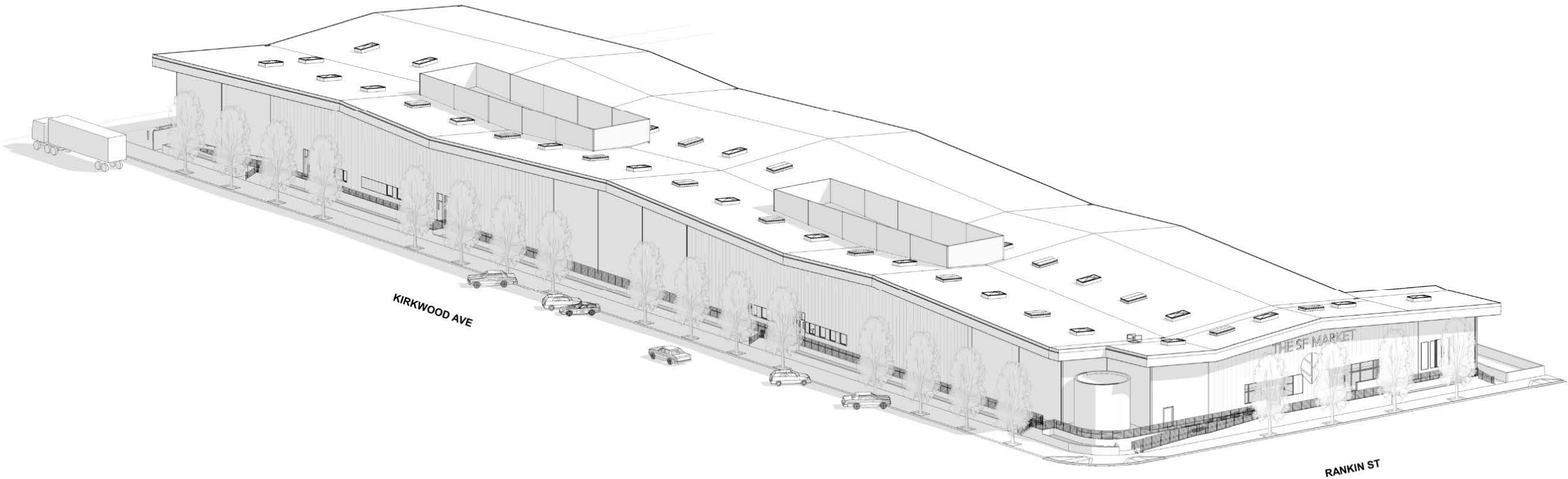


2 TRANSVERSE SECTION THROUGH WAREHOUSE & OFFICE  
1" = 30'-0"



3 TRANSVERSE SECTION THROUGH OPERATIONS  
1" = 30'-0"

# Design Overview





## 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](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #: 230879

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

<b>TYPE OF FILING</b>	<b>DATE OF ORIGINAL FILING (for amendment only)</b>
Original	
<b>AMENDMENT DESCRIPTION – Explain reason for amendment</b>	

#### 2. CITY ELECTIVE OFFICE OR BOARD

<b>OFFICE OR BOARD</b>	<b>NAME OF CITY ELECTIVE OFFICER</b>
Board of Supervisors	Members

#### 3. FILER'S CONTACT

<b>NAME OF FILER'S CONTACT</b>	<b>TELEPHONE NUMBER</b>
Angela Calvillo	415-554-5184
<b>FULL DEPARTMENT NAME</b>	<b>EMAIL</b>
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

#### 4. CONTRACTING DEPARTMENT CONTACT

<b>NAME OF DEPARTMENTAL CONTACT</b>	<b>DEPARTMENT CONTACT TELEPHONE NUMBER</b>
Andrico Penick	415-554-9850
<b>FULL DEPARTMENT NAME</b>	<b>DEPARTMENT CONTACT EMAIL</b>
ADM                      RED	realstateadmin@sfgov.org

5. CONTRACTOR	
<b>NAME OF CONTRACTOR</b> San Francisco Market Corporation	<b>TELEPHONE NUMBER</b> 415-550-4495
<b>STREET ADDRESS (including City, State and Zip Code)</b> 2095 Jerrold Ave. Ste 212, San Francisco, CA	<b>EMAIL</b>

6. CONTRACT		
<b>DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)</b>	<b>ORIGINAL BID/RFP NUMBER</b>	<b>FILE NUMBER (If applicable)</b> 230879
<b>DESCRIPTION OF AMOUNT OF CONTRACT</b> N/A		
<b>NATURE OF THE CONTRACT (Please describe)</b> Lease amendment providing for vehicle for prior budget authorization		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES
<input type="checkbox"/>	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	Harris	Ashleigh	Board of Directors
2	Lea	Dave	Board of Directors
3	Callahan	Josh	Board of Directors
4	Barnett	kevin	Board of Directors
5	Cook	Kevin	Board of Directors
6	Balestra	Larry	Board of Directors
7	Krasny	Leslie	Board of Directors
8	Thomson	Tim	Board of Directors
9	Hines	Virginia	Board of Directors
10	Korta	Vincent	Board of Directors
11	Pizza	Jack	Board of Directors
12	Andrews	Nancy	Board of Directors
13	Ross	Rochelle	Board of Directors
14	Janis	Michael	Other Principal Officer
15			
16			
17			
18			
19			



**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
20			
21			
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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
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

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.**

<p><b>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</b></p>  <p>BOS Clerk of the Board</p>	<p><b>DATE SIGNED</b></p>
---	---------------------------

## Introduction Form

*(by a Member of the Board of Supervisors or the Mayor)*



I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- 2. Request for next printed agenda (For Adoption Without Committee Reference)  
*(Routine, non-controversial and/or commendatory matters only)*
- 3. Request for Hearing on a subject matter at Committee
- 4. Request for Letter beginning with "Supervisor  inquires..."
- 5. City Attorney Request
- 6. Call File No.  from Committee.
- 7. Budget and Legislative Analyst Request (attached written Motion)
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the Board on

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- Small Business Commission       Youth Commission       Ethics Commission
- Planning Commission       Building Inspection Commission       Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- Yes                       No

*(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)*

Sponsor(s):

Subject:

Long Title or text listed:

Signature of Sponsoring Supervisor: