ORIGINAL

FIRST AMENDMENT TO LEASE NO. L-16274

This First Amendment to Lease No. L-16274 (this "**First Amendment**"), dated for reference purposes only as of September 30, 2019, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), operating through the SAN FRANCISCO PORT COMMISSION ("**Port**"), as landlord, and GOLDEN GATE NATIONAL PARKS CONSERVANCY, a California not-for profit corporation, as tenant ("**Tenant**").

RECITALS

A. Port and Tenant entered into Port Lease No. L-16274, effective December 17, 2018 (the "**Lease**"), for that certain real property located at Pier 31 in the City and County of San Francisco, State of California At the time, the parties anticipated delivery of Phase I of the Premises on January 1, 2019 (the Phase I Commencement Date, as defined in the Lease). The Parties now intend for delivery of Phase I of the Premises to occur on October 15, 2019 and enter into this Amendment to ensure an orderly commencement of the Lease.

B. The Lease and this First Amendment shall collectively be referred to as the "**Lease**". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, Port and Tenant hereby amend the Lease as follows:

AGREEMENT

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

2. COMMENCEMENT. The Parties agree that the Phase I Commencement Date is October 15, 2019. The Phase I Rent Commencement Date is July 1, 2020. The estimated Phase II Commencement Date of December 1, 2020 and the Expiration Date of June 30, 2049 remain unchanged.

3. EXHIBITS AND SCHEDULES.

3.1 ***Schedule 2***, Substructure Reports, Pier 33 Shed/Bulkhead report 2018 and the Pier 31½ Marginal Wharf Improvements inspection report (for the project described in Exhibit F) attached to this First Amendment is added to ***Schedule 2***.

3.2 ***Schedule 3***, FEMA Disclosure Notice, is replaced with ***Schedule 3*** – Revised attached hereto.

3.3 ***Schedule 4***, Hazardous Materials Disclosures, is replaced with ***Schedule 4*** attached hereto.

ORIGINAL

4. **ENERGY CONSUMPTION.** Section 12.4 is added to read as follows:

"*12.4 Energy Consumption Disclosure.* Tenant consents to Tenant's utility service providers disclosing energy use data for the Premises to City for use under California Public Resources Code Section 25402.10, as implemented under California Code of Regulations Sections 1680–1685, and San Francisco Environment Code Chapter 20, as each may be amended from time to time (**"Energy Consumption Reporting Laws"**), and for such data to be publicly disclosed under the Energy Consumption Reporting Laws."

5. **RELEASE.** The second and third paragraphs of Section 20.5 are revised to read as follows.

"Tenant understands and expressly accepts and assumes the risk that any facts concerning the Claims released in this Lease might be found later to be other than or different from the facts now believed to be true, and agrees that the releases in this Lease shall remain effective. Therefore, with respect to the Claims released in this Lease, Tenant waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Tenant specifically acknowledges and confirms the validity of the release made above and the fact that Tenant was represented by counsel who explained the consequences of the release at the time this Lease was made, or that Tenant had the opportunity to consult with counsel, but declined to do so."

6. **NEW CITY REQUIREMENTS.** The following sections are added as Sections 32.25 and 32.26:

"*32.25 Tenant's Compliance with City Business and Tax Regulations Code.* Tenant acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment Port is required to make to Tenant under this Lease is withheld, then Port will not be in breach or default under this Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this Section 32.25 to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

32.26 Consideration of Salary History. Tenant shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." For each employment application to Tenant for work that relates to this Lease or for work to be performed in the City or on City property, Tenant is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant. Tenant shall not (1) ask such applicants about their current or past salary or (2) disclose a current or former employee's salary

history without that employee's authorization unless the salary history is publicly available. Tenant is subject to the enforcement and penalty provisions in Chapter 12K. Information about Chapter 12K is available on the web at https://sfgov.org/olse/consideration-salary-history."

7. **REPRESENTATIONS AND WARRANTIES.** Tenant represents, warrants and covenants to Port that the representations and warranties set forth in Section 29 are true and correct as of the Effective Date of this First Amendment.

8. **ENTIRE AGREEMENT.** This First Amendment contains all of the representations and the entire agreement between the parties with respect to the subject matter of this agreement. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of the First Amendment are superseded in their entirety by this First Amendment. No prior drafts of this First Amendment or changes between those drafts and the executed version of this First Amendment shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider such drafts in interpreting this First Amendment.

9. **MISCELLANEOUS.** This First Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This First Amendment is made for the purpose of setting forth certain rights and obligations of Tenant and the Port, and no other person shall have any rights hereunder or by reason hereof as a third party beneficiary of otherwise. This First Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this First Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. In the event of any inconsistencies between the terms of this First Amendment and the Lease, the terms of this First Amendment shall prevail. Time is of the essence of this First Amendment. This First Amendment shall be governed by the laws of the State of California. Neither this First Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

10. **FULL FORCE AND EFFECT.** Except as specifically amended herein, the terms and conditions of the Lease shall remain in full force and effect.

11. **EFFECTIVE DATE.** The Effective Date of this First Amendment is the Phase I Commencement Date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Port and Tenant execute this First Amendment to Lease No. L-16274 at San Francisco, California, as of the last date set forth below.

PORT: **CITY AND COUNTY OF SAN FRANCISCO,**
a municipal corporation, operating by and through the
SAN FRANCISCO PORT COMMISSION

By: _____
Michael J. Martin
Deputy Director, Real Estate and Development

Date Signed: 10/11/19

TENANT: **GOLDEN GATE NATIONAL PARKS CONSERVANCY, A CALIFORNIA CORPORATION**

By: _____
Name: H.T. ELSLSHANS
Title: COO

Date Signed: 10/09/19

By: _____
Name: ~~AND~~ CHRISTINE S. LEHNERT
Title: CEO

Date Signed: 9 OCTOBER 2019

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Name: Rona H. Sandler
Deputy City Attorney

Amendment Prepared By: Jay Edwards, Senior Property Manager _____ (initial) Don Kavanagh FOR Jay Edwards

SCHEDULE 2

SUBSTRUCTURE REPORTS

[Attachment on following page(s)]

[PAGE INTENTIONALLY LEFT BLANK]

RAPID STRUCTURAL ASSESSMENT REPORT

Structure Type:	**SUPERSTRUCTURE**	**Work Order:**	13975
Facility Name:	Pier 33 Shed Building (includes bulkhead)	**FIN:**	1330SHG
Asset Number:	1330-SHEDA	**Facility Code:**	1330
Asset Activity:	STRUCTURE & DRYROT 2YR INSPECT	**Port Engineer:**	Bell, Mr. Jonathan Matthew N
Inspection Number:	1330-SHEDA-1-2018	**Inspected By:**	OLMM Consulting Engineers
Inspection Start Date:	2018/12/11 09:30:00	**Inspection End Date:**	2018/12/11 11:00:00
Purpose Of Inspection:	Periodic Inspection	**Lease Number:**	
Address:			
Year Built:	1918		

Rating Criteria:
Green - Unrestricted use. May require some minor repair, or minimal barricading.
Yellow With Green Hatching - Restricted use. May require further review, may require load limits, limiting access and barricading until repairs completed.
Red - Unsafe notice. Shall be barricaded to prevent public access and use.

Overall Rating: Yellow With Green Hatching

Immediate Actions: See load limits.
Required Repairs: Repair hole in floor level slab south of main entrance, repair split purlin.
Load Limits: Access should be limited at area over split purlin beam and shored portion of bulkhead roof until these are repaired. Roof load limits may be required
Barricades: Hole in floor level slab should be barricaded until repaired.

Long Term Actions: Permanent repair of shored framing near main entrance, and dry-rot at column bases.
Detailed Structural/Geotechnical Evaluation Required: Recommend evaluation to determine adequacy of water and fire damaged members if not replaced.

Condition Assessment Summary

Condition	Yes	No	More Review Needed
1) Full or Partial Collapse		X	
2) Major building element damaged		X	
3) Severe Cracking of walls		X	
4) Parapet or falling hazard	X		
5) Severe ground movement present		X	
6) Other Hazard present	X		

Comments:

Attachments:

RAPID STRUCTURAL ASSESSMENT REPORT

Appendix A - Facility Data
Appendix B - Photographs and Structural Rating Map

RAPID STRUCTURAL ASSESSMENT REPORT

Appendix A - Facility Data

Name of Facility: Pier 33 Shed Building (includes bulkhead)
Facility Code: 1330
Address:
Lease Number(s):

Building Data

Building Structure FIN: 1330SHG
No. of stories: 1
Support over water: Yes
Support over land: No
Construction Type (Wood, Concrete, Steel, Masonry or Combination): Steel, Wood and Concrete
Occupancy Type (Commercial, Office, Industrial, Assembly, Residential, Emergency Service, etc.): Other

Detailed Building Description (If available): Timber structure. Shed walls are concrete. Occupancy is office and restaurant in bulkhead, fish processing, light industrial, and storage in shed.

Substructure/Foundation Data:

Substructure FIN: 1330SUB
Piling Type: Concrete
Substructure Deck Type: Concrete
Apron Type: Concrete

Detailed Substructure Description (If available): Non-prestressed reinforced concrete piles, mostly 20 in. square. Reinforced concrete beams, girders and slab.

RAPID STRUCTURAL ASSESSMENT REPORT

Appendix B - Photographs and Structural Rating Map

Initial:
Port:
Tenant:

Photo 1. Superstructure rating map updated for Pier 33

OLMM
CONSULTING
ENGINEERS

156 Ellis Street, 2nd Floor, San Francisco, CA 94102
Tel: (415) 882-9449

1305 Franklin Street, Suite 312, Oakland, CA 94612
Tel: (510) 433-0828

January 3, 2019

Mr. Matthew Bell, SE
Port of San Francisco
Pier 1
San Francisco, CA 94111

Report: Rapid Structural Assessment of Pier 33, San Francisco

Dear Mr. Bell:

We are pleased to submit this report summarizing the findings and recommendations of our Rapid Structural Assessment of Pier 33 in San Francisco, California.

1.1 Introduction

The Port of San Francisco has contracted OLMM to perform Rapid Structural Assessments (RSA) of the superstructure of Pier 33 in San Francisco, California. The RSA program is intended to provide periodic qualitative evaluations of building's general structural condition. The Assessment is based on review of available existing drawings for the structure, a site visit to collect field notes and photographs of apparent conditions, and a report summarizing findings. The RSA does not include measurements, material testing, or calculations and is limited to areas available for viewing at the time of site visit.

1.2 Rating Criteria

The Port of SF uses a color coded set of rating criteria as follows:
Green – Unrestricted use. May require some minor repair, or minimal barricading.
Yellow With Green Hatching – Restricted use. May require further review, may require load limits, limiting access and barricading until repairs completed.
Red – Unsafe notice. Shall be barricaded to prevent public access and use.

1.3 Description

Superstructure on Pier 33 includes a bulkhead fronting on the sea wall and a shed extending the length of the finger pier (See Figures 1-3). Project north is such that Embarcadero end is west and bay end is east. Geographic north is closer to bay end of pier, with Embarcadero at south end. Bulkhead exterior walls are framed plaster over diagonal wood sheathing backed by blocked wood stud reinforced with wood wind girts and heavy posts (Fig. 7) supporting wood

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trusses transverse to the length of the bulkhead. Trusses support sawn wood joists laid solid. Interior has been built out with restaurants. Structure of restaurants was not typically visible and is not included in this assessment.

Shed exterior walls are typically 4" thick reinforced concrete backed by wood posts supporting wood trusses spanning transverse to shed length. Trusses support sawn wood joists laid solid over sawn wood purlins (Fig. 6). Occupancy appears to be primarily fish processing, storage, and light industrial uses.

Original construction appears to have been approximately 1918. There is evidence in the drawings and in the field of at least the following modifications to original construction:

1. Several areas of shed roof framing were replaced in approximately 2007.
2. Deteriorated bulkhead roof framing near entrance has been shored. The shoring was installed in April 2017 is intended to be temporary until the Port can fund a full bulkhead roof repair project.
3. Several columns on the main aisle have been cut at bottom of truss and resupported via steel beam spanning between adjacent columns which have been strengthened with additional wood posts. Locations include one column at gridline 6, and two columns each at gridlines 48 and 54.

Assessment is based in part on the following existing drawings and reports provided by the client:

1. "Plan of Pier 33 Shed and Bulkhead Wharf Building" Dated 1918.
2. "Pier 33 Roof Repair" Dated 2007.
3. "Building Rapid Evaluation Safety Assessment Form – Pier 33 Shed" Dated 4/24/2002
4. "Building Rapid Evaluation Safety Assessment Form – Pier 33 Shed" Dated 6/30/2005
5. "Building Rapid Evaluation Safety Assessment Form – Shed at Pier 33" Dated 5/21/2008. Number 1330-SHG-Super-2008-1
6. "Rapid Structural Assessment Report – Pier 33 Shed Building (includes bulkhead)" Dated 5/14/2013. Number 1330-SHEDA-1-2013

2.1 Summary of Assessment

Overall Rating: Yellow with Green Hatching

Immediate Actions:	Not Required
Required Repairs:	Repair hole in floor level slab south of main entrance, repair split purlin.
Load Limits:	Access should be limited at area over split purlin beam and shored portion of bulkhead roof until these are repaired. Roof load limits may be required at area of fire damage pending results of detailed evaluation.
Barricades:	Hole in floor level slab should be barricaded until repaired.

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Long Term Actions:	Permanent repair of shored framing near main entrance.
Detailed Structural/Geotechnical Evaluation Required:	To determine adequacy of water and fire damaged members if not replaced.

Condition Assessment Summary

Condition	Yes	No	More Review Needed
1) Full or Partial Collapse		X	
2) Major building element damaged		X	
3) Severe Cracking of walls		X	
4) Parapet or falling hazard	X		
5) Severe ground movement present		X	
6) Other Hazard present	X		

2.2 Observations and Recommendations

1. Truss near east edge of bulkhead main entrance and sheathing above shows significant deterioration and has received some strengthening and temporary shoring. A permanent repair should be designed. See Figure 5.
2. Hole exists in ground level slab in space to east of main aisle in bulkhead. Hole should be repaired, and barricaded until repair can be effected.
3. Several exterior wood columns in shed show deterioration and damage at bases. It appears this may typically be related to frequent wetting as part of fish processing operations and/or water intrusion from adjacent bay doors.
    a. Most columns observed showed evident dry rot. See Figure 11.
    b. Some locations also showed significant corrosion of connection to base plate, and corrosion of bolts appears to be the cause of splitting at base of columns. See Figure 9.

    Extent of capacity loss should be evaluated by testing and inspection firm and adequacy of remaining capacity evaluated by structural engineer.
4. Roof sheathing and framing shows signs of water damage. Some areas have already been replaced, but other areas may have progressed to the point of requiring replacement. See Figures 4 and 8.
5. A shed roof purlin has split. See Figure 10. Roof access should be restricted until it is replaced.
6. Fire damage can be observed at project east end of shed (approx. Grid 44). Char is visible on roof solid 2x sheathing, truss members, and fire baffle. Damaged structure should be replaced or evaluated for depth of char and adequacy of remaining capacity. See Figures 12 and 13.
7. Exterior concrete walls show significant spalling throughout. See Figures 14-20. Spalling is primarily on exterior face, but some locations are noted on interior face as well. Some

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locations appear to have been patched, but many of those are spalling again. Typical locations include:

a. At integral beam over bay doors
b. At corners of windows
c. At parapet
d. At wall corners
e. Mid wall (less common)

These could pose a falling hazard and will lead to more significant corrosion if not repaired.

8. Plaster shows patched cracks from window corners which does not appear to have re-cracked.

3.1 Conclusions

General structural condition appears to range from fair to poor, with several issues that require attention as noted above.

7.0 Limitations

This review is not intended to preempt the technical or professional responsibility of the original design consultants and is not a warranty of buildings performance. It should be noted that items requiring action may exist in the structure that we not have been able to specifically identify or observe in the evaluation. Our services have consisted of providing professional opinions, recommendations and conclusions based on generally accepted structural engineering principles and practices.

Sincerely,
OLMM Consulting Engineers

Badri Prasad, SE
Principal & Senior VP
badri@olmm.com
(415) 882-9449 ext. 20

Kyle Chatman, SE
Associate
kyle@olmm.com
(415) 882-9449 ext. 11

OLMM

Photos

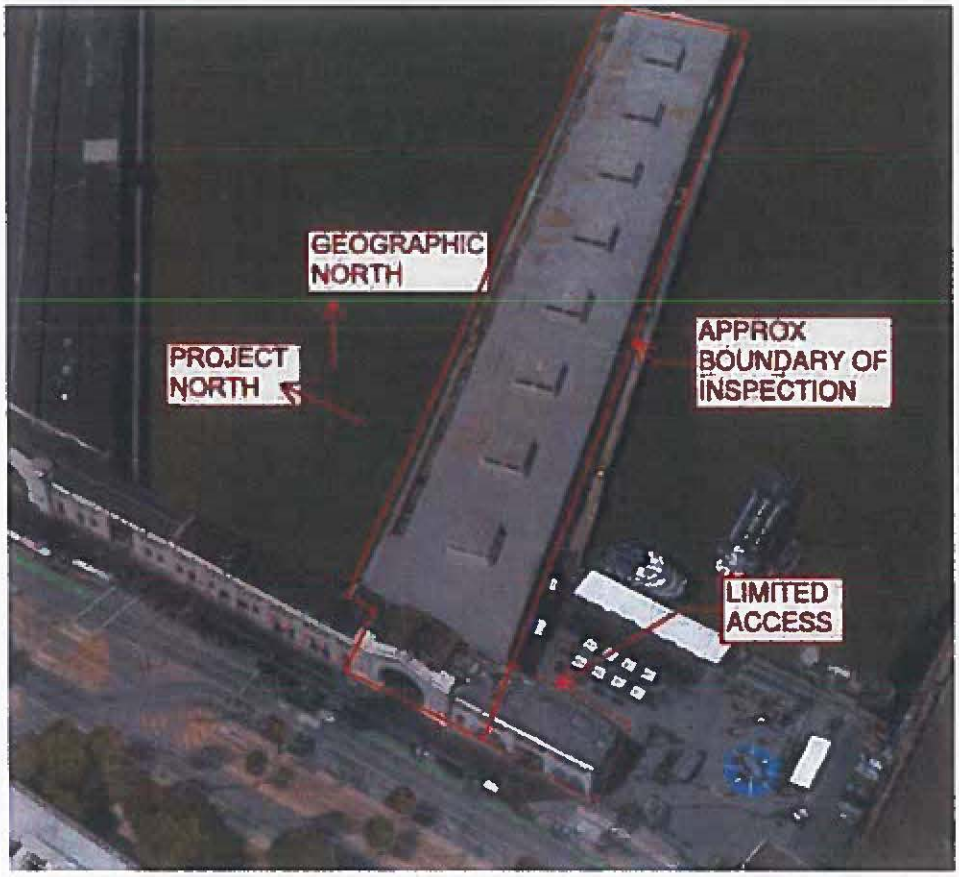

Figure 1 - Aerial Photo of Site – Google Maps 2018

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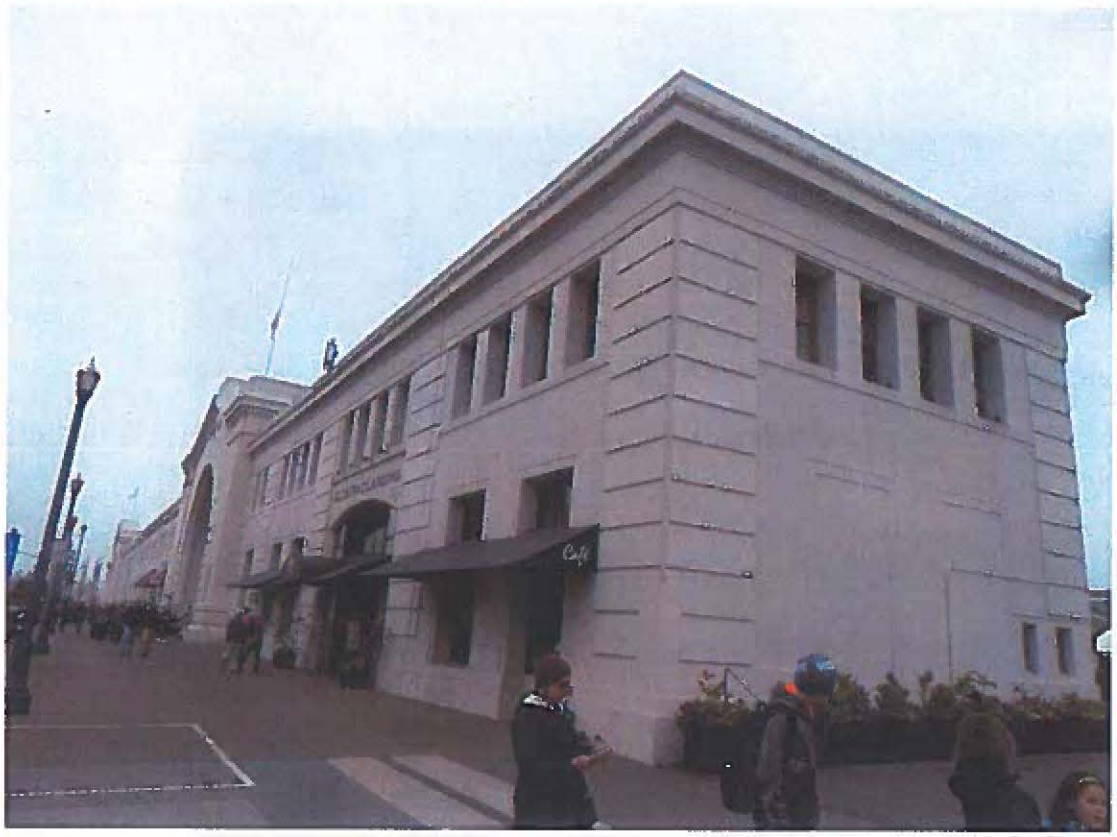

Figure 2 - Bulkhead Exterior

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Figure 3 - Shed Project South Face

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Figure 4 - Previously cut and resupported column. Previously replaced roof framing.

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Figure 5 – Temporary shoring at damaged roof truss and framing, installed April 2017.

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Figure 6 - Main aisle of shed

OLMM

Figure 7 - Bulkhead Wall Framing

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Figure 8 - Monitor water damage

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Figure 9 - Split column base at corroding base plate bolt next to bay door

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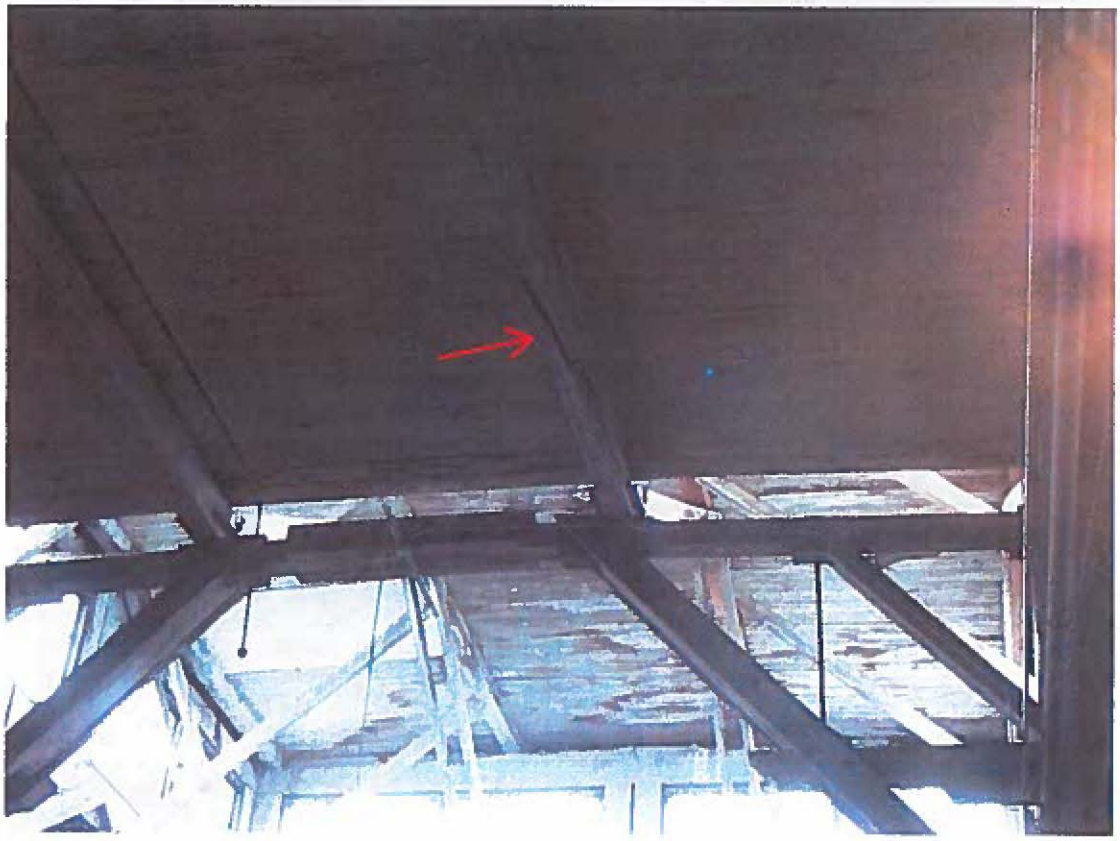

Figure 10 - Split purlin beam near grid 34

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Figure 11 - Dry rot at column base next to bay door. Typical condition of timber column bases along exterior walls near bay doors and where it appears floors are frequently wetted.

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Figure 12 - Charred truss near grid 50

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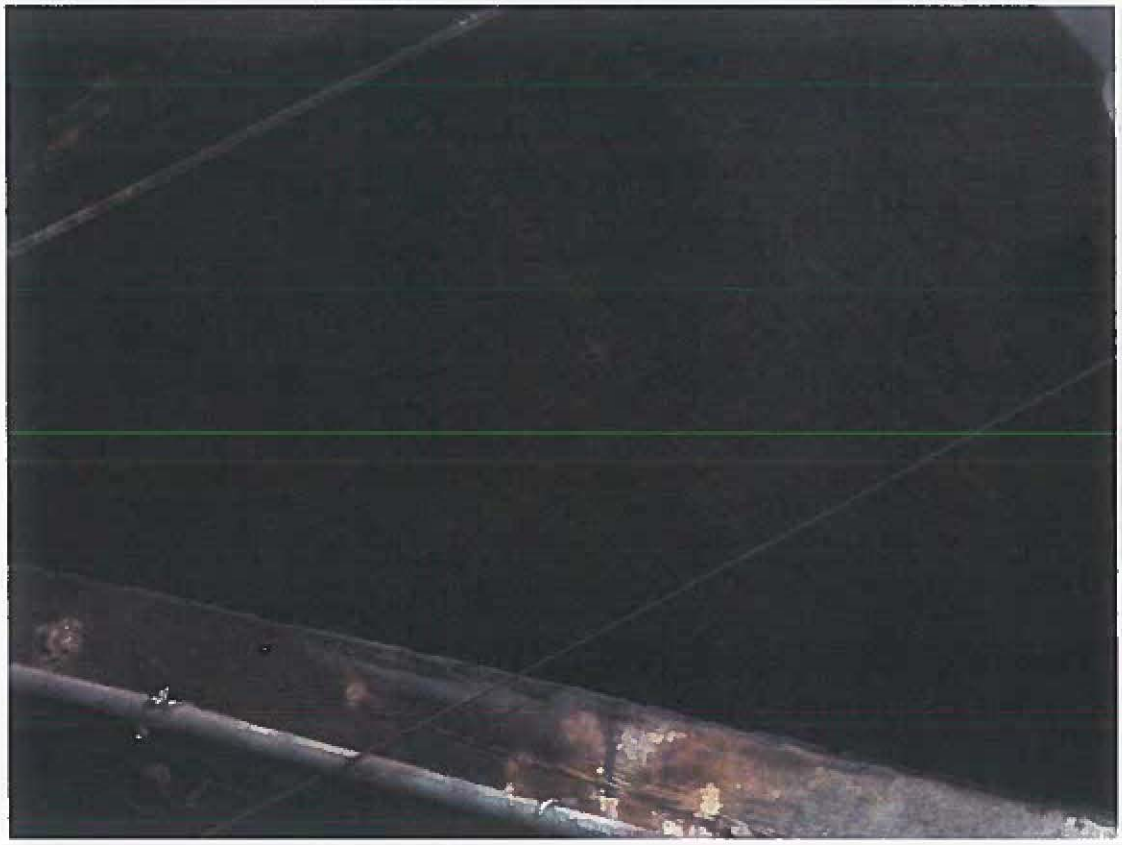

Figure 13 - Charred solid laid roof joists near grid 50

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Figure 14 - Spalling at interior face of concrete wall

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Figure 15 - Spalling at window corner

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Figure 16 - Bay door header spalling. It appears a previous concrete repair has re-spalled.

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Figure 17 - Parapet spalling

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Figure 18 - Mid-wall patch re-spalling

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Figure 19 - Wall corner spalling

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Figure 20 - Corrosion, spalling, and water intrusion at bay door along north apron.

Initial:
Port:
Tenant:

COWI

August 1, 2019

ADDRESS COWI North America, Inc.
1300 Clay St.
7th Floor
Oakland, CA 94612
USA

TEL +1 510 839 8972
FAX +1 510 839 9715
WWW cowi-na.com

Jonathan Roman
Project Manager
Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111

Subject: Permit No. B 2018-0121
Pier 31.5 Substructure Repair, San Francisco

This is to certify that based on the attached Inspection certification provided by RES Engineers Inc. for special inspection and the periodic observation provided by COWI North America Inc. the project has been completed per the construction document drawings and specifications.

Sincerely

h.kfatehi

Hamid Fatehi PE, SE

Project Manager and Engineer of Record

COWI North America, Inc.

RES ENGINEERS, INC.

1250 Missouri Street Ste. 207, San Francisco, CA 94107 415.822.4625 Fax 415.822.8925

July 31, 2019

Port of San Francisco
Pier 1, The Embarcadero
San Francisco, CA 94111

Project No. 18-199

Permit No. B2018-0121

Project Address: Pier 31.5 Substructure Repair, San Francisco

This is to certify that in accordance with Section 1701 of the San Francisco Building Code (SFBC), we have provided special inspection of the following items:

1. Epoxy Dowels into Existing Concrete Inspection
2. Concrete Placement and Testing
3. Shotcrete Placement and Testing
4. Reinforcing Steel Inspection
5. AC Compaction Testing in-place (note no coring)
6. Grouting & SCC Sikacrete Inspection and Testing

These inspections were performed by personnel under the general supervision of the undersigned Registered Civil Engineer in the State of California. Based upon both inspections performed and substantiating testing reports, it is our professional judgement that the work requiring special inspections was substantially in conformance with the approved plans and specifications and the applicable workmanship provisions of this code.

Sincerely,
RES Engineers, Inc.

Ross Esfandiari, M S., P.E. # 38098
President

REGISTERED PROFESSIONAL ENGINEER
ROSS ESFANDIARI
C 38098
Exp. 3/31/21
CIVIL
STATE OF CALIFORNIA

BUILDING PERMIT
PORT OF SAN FRANCISCO

PIER 1, THE EMBARCADERO
SAN FRANCISCO, CALIFORNIA 94111
PERMIT DESK (415) 2740554

 # B-2018-0121
FIN: 1315-DECK1-1
Issued: 05/24/2018

PORT PROJECT

NEW CONSTRUCTION | x ALTERATION | GRADING | SPECIAL EVENT | SIGN

DEFERRED PERMITS

* ELEC MECH PLMB SPRINK ALARM OTHER:
*To be submitted as deferred permit. **Deferred work shall not start without obtaining a separate permit.**

1. Date Filed	2. Plans	3. Location	4. Proposed work is within 100 feet of the bay
05/15/2018	Yes	31 .5 PIER BERTH 1 - 1, SAN FRANCISCO, CA 94111	YES --> X NO -->

DESCRIPTION OF EXISTING USE AND CONSTRUCTION

5. Type of Const.	6. No. of Stories	7. Present Use	8. Occup Class
N/A	N/A	SUBSTRUCTURE	U

DESCRIPTION OF PROPOSED USE AND CONSTRUCTION

9. Type of Const.	10. No. of Stories	11. Proposed Use	12. Occup Class
N/A	N/A	N/A	N/A

13. Owner	14. Public Funding	15. Estimated Valuation	Revised Value
TERRY MACRAE	X YES NO	6,833,425.00	By

16. Applicant (Owner or owner's agent) Name	Mailing Address	City/State	Zip	Phone
JONATHAN ROMAN	PIER 1, THE EMBARCADERO	SAN FRANCISCO, CA	94111-	(415) 274-0500

LICENSED PROFESSIONAL(S)

17. Contractor	Mailing Address	City/State	Zip	License No
POWER ENGINEERING CONS	1501 VIKING ST SUITE 200	ALAMEDA, CA	94501-	488215
Engineer:				
Architect:				

18. SCOPE OF WORK

PORT PROJECT: "ALCATRAZ FERRY EMBARCATION SITE REPAIRS". SUBSTRUCTURE REPAIR OF SOFFITS, BEAMS AND PILES UNDERNEATH THE PIERS. WORK TO INCLUDE MOBILIZATION, DEMOBILIZATION AND REMOVAL OF DEBRIS. CONSTRUCTION STAGING WILL BE AT PIER 31. SEPARATE ENCROACHMENT PERMIT TO FOLLOW
PIER 31, 31.5, 33

WORK INCLUDES

Const. Over Water	Fire Alarms / Sprinklers	Paint Removal	Soil Boring
Dredging	Food Handling	Paving	Tank (under or above ground)
Excavation over 50 C.Y.	Hazardous Materials	Seafood Tanks) * **	Utility Service Equip.
Fill over 50 C.Y.	Interior Demolition	Sidewalk Encroachment	Other

* Holding - Cooking - Brine Tanks ** NOTE: Contact State Health Dept. Seafood Program @ (916) 650-6500 to obtain State approval.

HOLD HARMLESS CLAUSE: The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the Port of San Francisco (PSF) and/or the City and County of San Francisco (CCSF) from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the PSF and/or CCSF and to assume the defense of the PSF and/or CCSF against all such claims, demands or actions. In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have coverage under (I), or (II) designated below or shall indicate item (III), or (IV), or (VI) whichever is applicable. If however item (V) is checked item (VI) must be checked as well. Mark the appropriate method of compliance below:

I Certificate of Consent to Self-Insure issued by the Director of Industrial Relations.

x II Certificate of Workers' Compensation issued by an admitted insurer.

III An exact copy or duplicate of (I) certified by the director of (II) certified by the insurer.

IV The cost of the work to be performed is $100.00 or less.

x V I Certify that in the performance of the work for which this permit is issued, I shall not employ any person in a manner so as to become subject to the workers' compensation laws of California. I further acknowledge that I understand, in the event that I should become subject to the workers' compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code that the permit herein applied for shall be deemed revoked.

x VI I certify as the owner (person, agent, firm or corporation having a legal or equitable interest in the property), that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the workers' compensation laws of California and who has on file, or prior to the commencement of any work will file with the San Francisco Port Commission evidence that the workers' compensation insurance is carried.

Fee Items	Each	Fee
Amount Paid		

DUPLICATE

FIELD COPY

FOR INSPECTIONS CALL Building (415) 274-0561 Fire (415) 274-0565 Permit Number Required	JOB RECORD CARD MUST BE POSTED AT SITE AT ALL TIMES	THIS PERMIT SHALL EXPIRE BY LIMITATION IF THE AUTHORIZED WORK IS NOT STARTED WITHIN 180 DAYS OF ISSUANCE OR IF ABANDONED FOR 180 DAYS OR MORE (SEE PORT OF SAN FRANCISCO BUILDING CODE)

DIVISION		REVIEWER	DATE	COMMENTS/CONDITIONS OF APPROVAL
Accounting				
Arch.				
ADA - Title II	*	Wendy Proctor	05/18/2018	Approval/Inspection Required. CAPITAL PROJECT INTERDIVIS
Structural		Joe Roger	05/18/2018	Approved. CAPITAL PROJECT INTERDIVISIONAL SIGN-OFF
Utility Plb.- Mech.		David Ha	05/18/2018	Approved. CAPITAL PROJECT INTERDIVISIONAL SIGN-OFF
Util. Elec.		Raman Singh	10/02/2018	Approved.
Fire		Kjell Hanshman	05/24/2018	
Environmental		Kathryn M Pratt	05/18/2018	Approved. CAPITAL PROJECT INTERDIVISIONAL SIGN-OFF
Planning		Mark Paez	05/18/2018	Approved. CAPITAL PROJECT INTERDIVISIONAL SIGN-OFF 1
Health				
Real Estate		Mark Loperey	05/18/2018	Approved. CAPITAL PROJECT INTERDIVISIONAL SIGN-OFF
Maritime		Aaron Golbus	05/18/2018	Approved. CAPITAL PROJECT INTERDIVISIONAL SIGN-OFF
Other				
Engineering/Civil		Ken Cho	05/18/2018	Approved. CAPITAL PROJECT INTERDIVISIONAL SIGN-OFF

RQ'D	INSPECTION	DATE	INSPECTOR
	FOUNDATION INSPECTION		
	Grounding Electrode		
	OK TO POUR FT'GS		
	Slab Reinforcement		
	Under Slab Plmb'g		
	Under Slab Elec		
	Under Slab Mech		
	OK TO POUR SLAB		
	FLOOR FRAME INSPECTION		
	Under Floor Plmb'g		
	Under Floor Elec		
	Under Floor Insul		
	FLOOR FRAME OK		
	ROUGH FRAME INSPECTION		
	Frame Rough		
	Elec. Rough		
	Plmb'g Rough		
	Mech Rough		
	Insulation		
	OK TO COVER		
	SHEAR INSPECTION		
	Interior Shear		
	Exterior Shear		
	Diaphragms		
	SHEAR NAILING OK		
	FIRE MARSHALL INSPECTIONS		
	SPRINKLERS		
	HYDRO TEST		
	ALARMS		
	STAND PIPES		
	WALL BOARD		
	LATHE / SIDING		
	SUSPENDED CEILING		
	Rough Mech		
	Rough Elec		
	TEMP GAS METER AUTH		
	TEMP ELEC METER AUTH		

INSPECTION NOTES

☐ CHECK IF SUPPLEMENTAL RECORD CARD(S) ISSUED
<-- NUMBER OF CARDS

	FINAL INSPECTION	DATE	INSPECTOR
	ELECTRICAL		
	PLUMBING		
	MECHANICAL		
	FIRE MARSHALL		
	HEALTH		
X	ADA - Title II		
	ENVIRONMENTAL		
	ELEC METER AUTH		
	GAS METER AUTH		
	BUILDING (No CFCO Required)	8/1/19 cchiv.	

FIN: 1315-DECK1-1

B-2018-0121

Pursuant to Port of San Francisco Building Code Sec. 109A, when appropriately signed below, this document shall serve as a

Certificate of Final Completion and Occupancy.

Print Name	Signed	Date

DUPLICATE

FIELD COPY

MAY 15 2019
PORT OF SAN FRANCISCO

INSPECTION REPORT

COWI

COWI

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MAY 15 2019
PORT OF SAN FRANCISCO

INSPECTION REPORT

PROJECT NO	DOCUMENT NO
A077120	

VERSION	DATE OF ISSUE	DESCRIPTION	PREPARED	CHECKED	APPROVED
	5/16/19	Inspection Report	JBSW	HMDF	HMDF

CONTENTS

1 Purpose of Report

The purpose of this report is to outline the methodology, findings, and recommendations from two inspections.

The first inspection occurred on April 25th, 2019. The inspection was performed by Jacob Shaw and Hamid Fatehi from COWI. The inspection investigated areas accessible by scaffolding which was a portion of Pier 33. A second inspection occurred on May 14th, 2019. Jim Kearney and Jacob Shaw from COWI performed an above water inspection of the repairs performed on piers 31, 31.5, and 33. Inspections were performed with the help of Christian, Robert, Juan and other staff from Power Engineering Construction.

The purpose of the inspection was to visually confirm the repairs conform with the design drawings.

2 Method of Inspection

The inspections were performed by walking the scaffolding under Pier 33 and by boat for Pier 31 and Pier 31.5. Asphalt placement and expansion joint reconstruction were inspected from above while all other repairs were inspected from below. Repairs were visually inspected and compared to the details as shown in the drawings. No underwater inspection was performed and only the top portion of piles were inspected. The purpose of the inspection was to check the quality of work and conformance to design drawings.

In a single location, a beam was noticed to have severe damage. The purpose of the inspection was not to access the condition of each beam or pile. This beam is included in the report as it is deemed important.

3 Recommendation and Findings

3.1 Summary

From the visual inspection, there was no significant cracking or rust staining noticed on new repaired items. No deviations were noticed from the design details and/or applicable RFI's.

There is a single beam that has severe spalling. It is plausible that the damage occurred after that section of pier was repaired. See Section 3.2.1 for additional information. It is recommended that the beam be repaired with a patch repair.

3.2 Detailed Findings

3.2.1 Spall on Concrete Beam

During the inspection it was noticed that a single beam has a severe spall between Bents 7-8, Row B. The beam was not marked to be repaired in the design drawings and no change order request were issued to repair the beam. It is unlikely that this extent of damage was missed during the inspection and construction. Thus, it is possible that the spall is new. See Figure 1 and 2 for photo of unrepaired concrete beam and the location of the beam.

The beam is an intermediate redundant old railway support beam. The railway support beams are typically spaced at 2-4ft on center. Without the railway loads, the slab can span a typical slab width of at least 8ft as shown by previous truck load calculations. Thus, the slab can span over the intermediate railway support beam and the beam is deemed redundant. It is recommended that the beam be repaired with a patch repair to prevent further deterioration but the need to replace rebar is not required. This is consistent with repair recommendation shown on S2 with note NRR (no rebar repair required) for railway support beams. Other repair methods are likely to be very expensive as there is no longer scaffolding or easy access to this area.

Figure 1 - Picture of Unrepaired Concrete Beam (Taken 5/14/19)

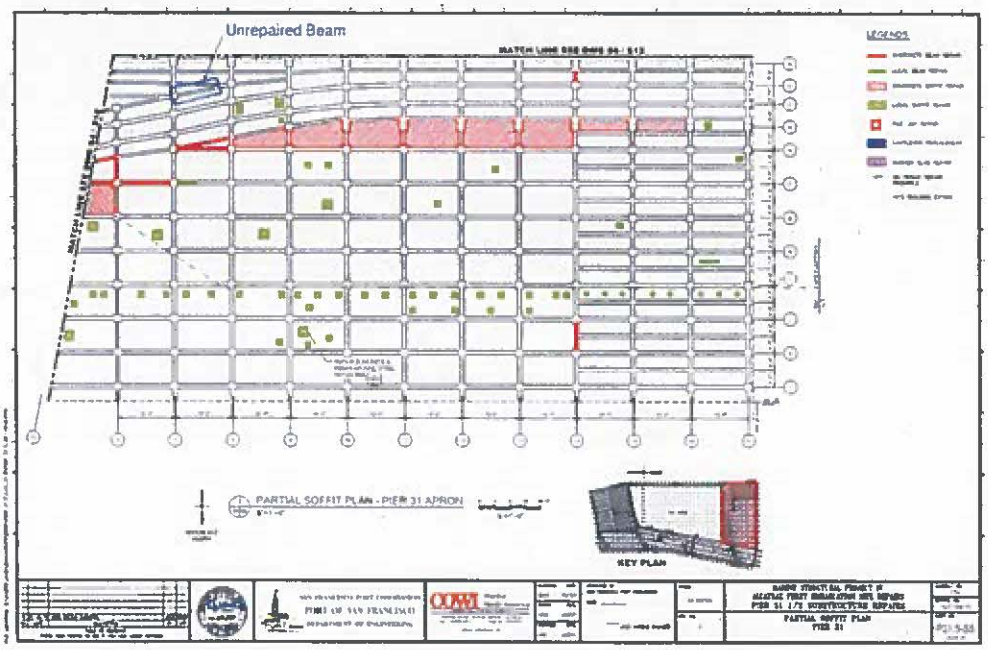


Figure 2 - Location of Unrepaired Beam, Pier 31 Bent 7-8, Row B.

3.2.2 Shotcrete Beam Repairs

The shotcrete beams are in conformance with the design drawings. Design drawing and photograph of typical repair are shown in Figure 3 and Figure 4.

Checklist for Shotcrete Repair

- ✓ Shotcrete Repair is full length and height as noted on Drawing S17, Beam Repair Notes Note 1.
- ✓ Shotcrete Repair looks as intended on drawings
- ✓ No noticed damage, significant cracks, or rust stains.

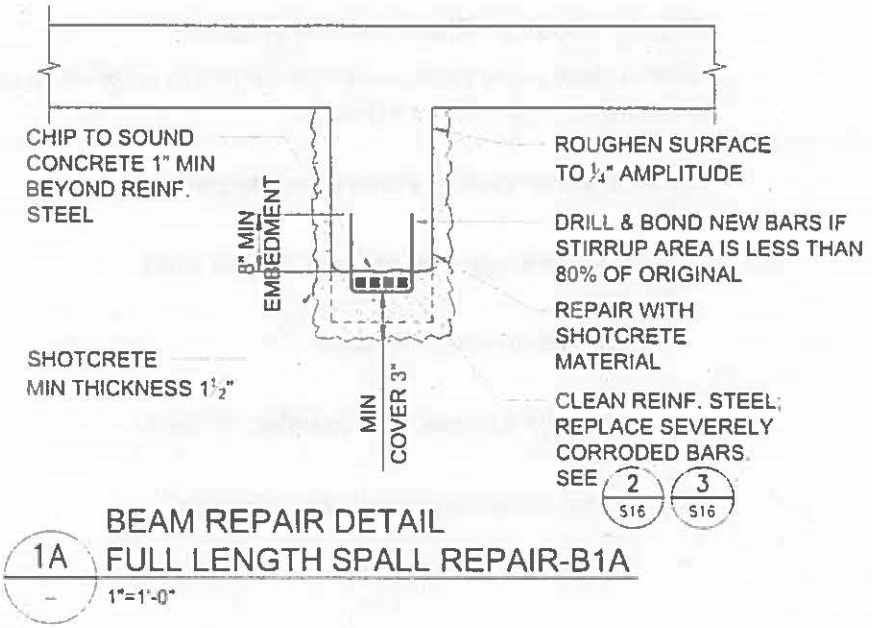


Figure 3 - Shotcrete Design Drawing Detail

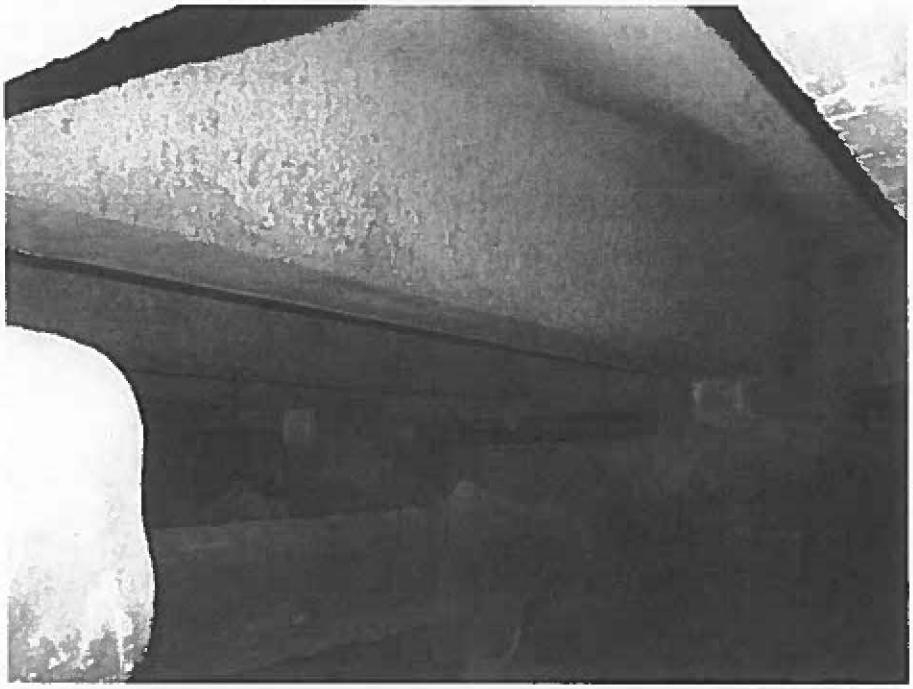


Figure 4 - Typical Shotcrete Beam Repair

3.2.3 Cast in Place Beam Repairs

Cast in place beam repairs were performed in accordance with the following detail as shown in Figure 5 and Figure 6.

Check List for Cast in Place Beam Repairs

- Chamfered edges as noted in general notes
- Approximate adequate cover
- No noticed damage, rust straining, or cracks
- General conformance with design details

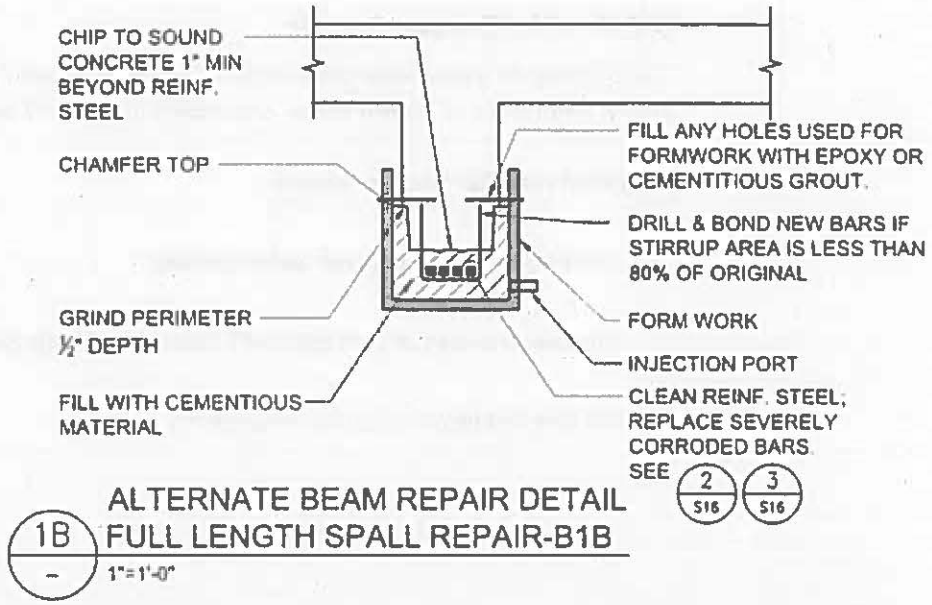


Figure 5 - Beam Repair

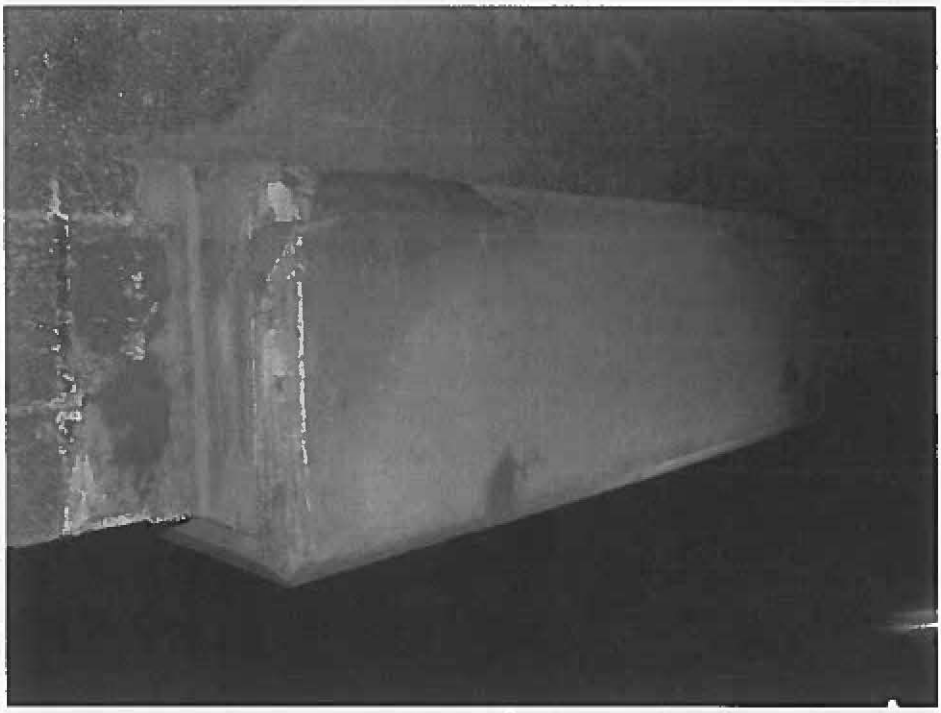


Figure 6 - Typical Cast in Place Beam Repair (5/14/2019)

3.2.4 Pile Sleeve Repair

The pile sleeve repair were performed in accordance with design details. The design details and photo of typical repair are shown in Figure 7 and Figure 8.

Checklist for Pile Sleeve Repair:

- ✓ Chamfer at top to prevent water pooling
- ✓ Pile sleeve installed with general conformance with drawings
- ✓ Pile sleeve left on to increase durability

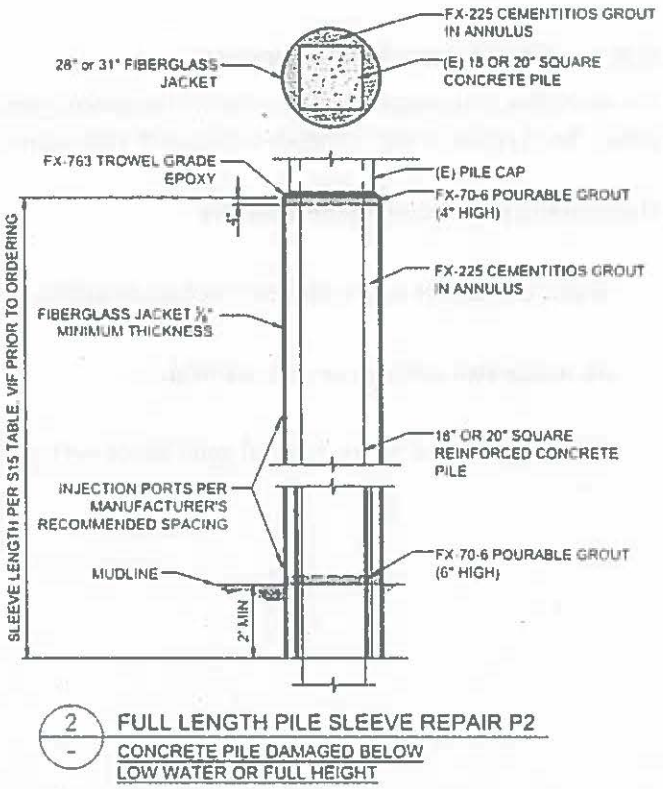


Figure 7 - Pile Sleeve Design Details

Figure 8 - Pile Repair (5/14/2019)

3.2.5 Shotcrete Slab Repairs

The shotcrete slab repairs were performed in conformance with the drawings. Repair details and typical photo is shown in Figure 9 and Figure 10

Checklist for Shotcrete Slab Repairs

- ✓ Shotcrete covers entire bay as noted on Drawing S16.
- ✓ No noticeable damage or rust staining.
- ✓ Shotcrete repairs are in general compliance with details.

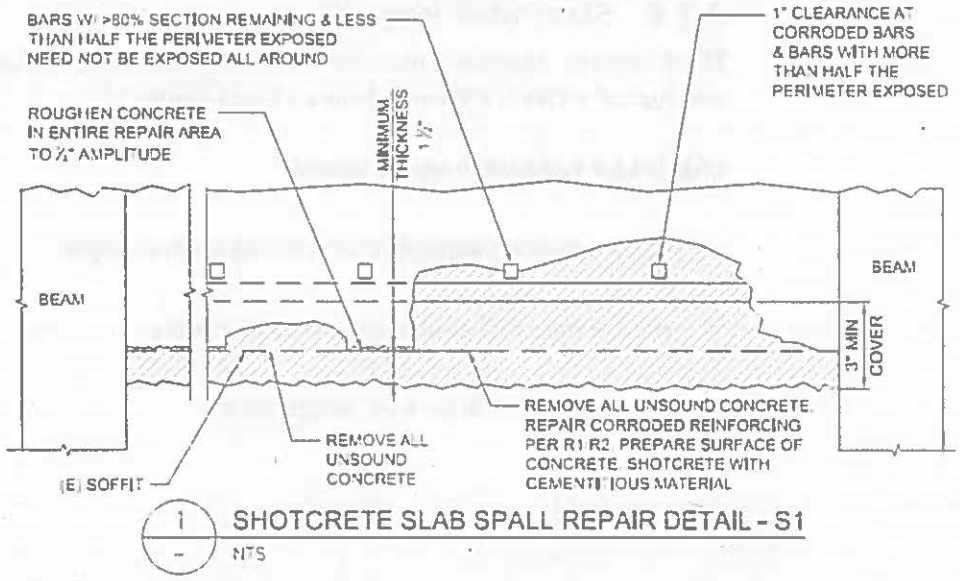


Figure 9 - Shotcrete Detail

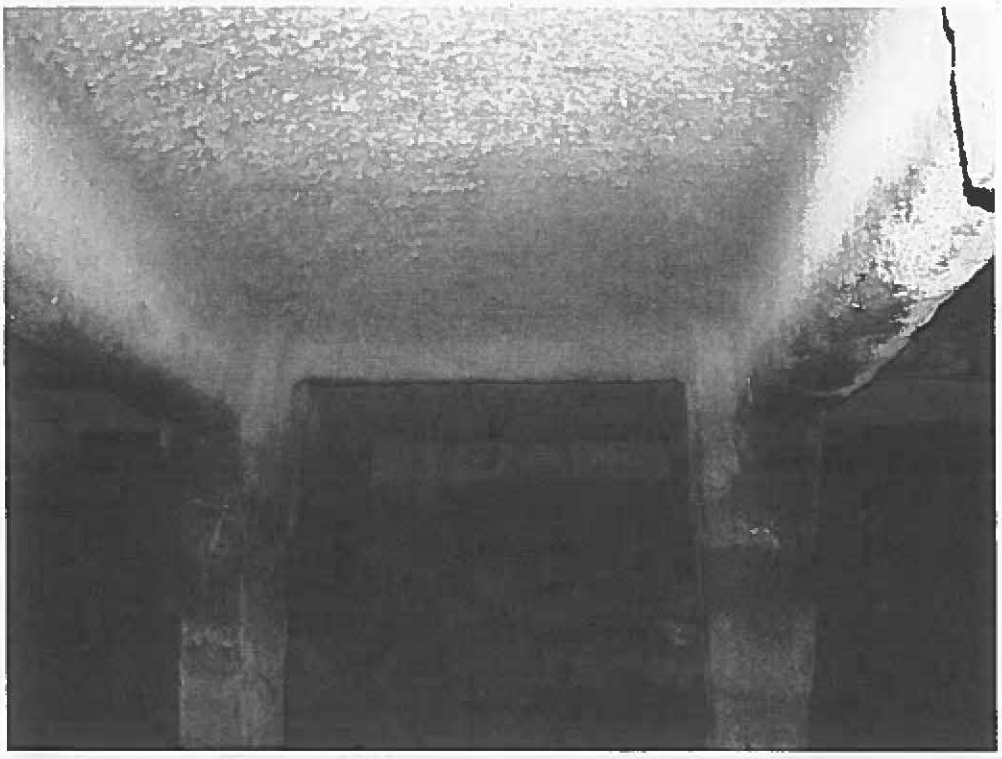


Figure 10 - Typical Shotcrete Repair (5/14/2019)

3.2.6 Slab Patch Repairs

The slab path repairs are in conformance with the design details. Slab design details and typical photo is shown in Figure 11 and Figure 12

Check List For Slab Patch Repairs

- ✓ Clear perimeter indicating ½" saw cut around edges.
- ✓ No damage, rust stains, or noticeable cracks.
- ✓ General conformance with design detail

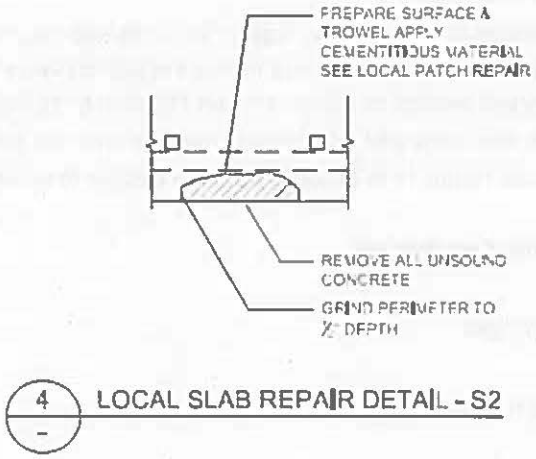


Figure 11 - Local Slab Repair Detail

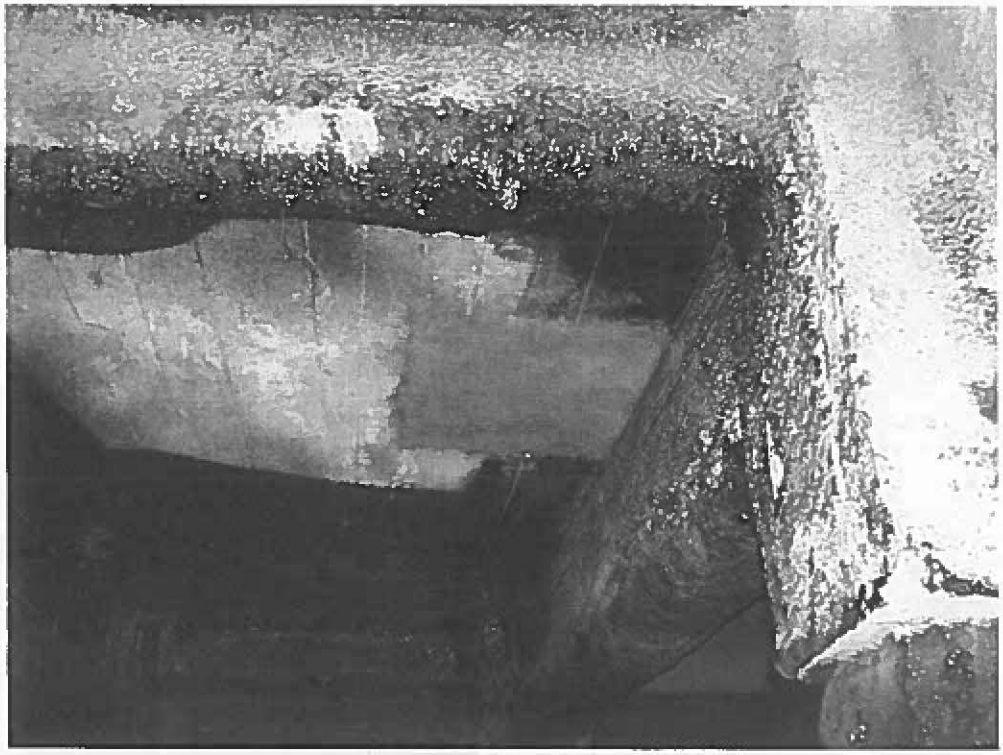


Figure 12 - Typical Slab Patch Repair (5/14/2019)

3.2.7 Pile Cap Repair

The contractor chose the alternative option to form and pour the pile cap repairs. The form and pour details are outlined in the details in Figure 13 and Figure 14. Photos of repairs are shown in Figure 15 and Figure 16. The drawing shows shotcrete repair; the form and pour repair method was not drawn but outlined in notes. The pile cap repair is in accordance with design drawings.

Checklist for Pile Cap Repair

- ✓ Chamfered Edges
- ✓ Cover looks to be adequate
- ✓ General conformance with design drawings
- ✓ No damage or rust staining

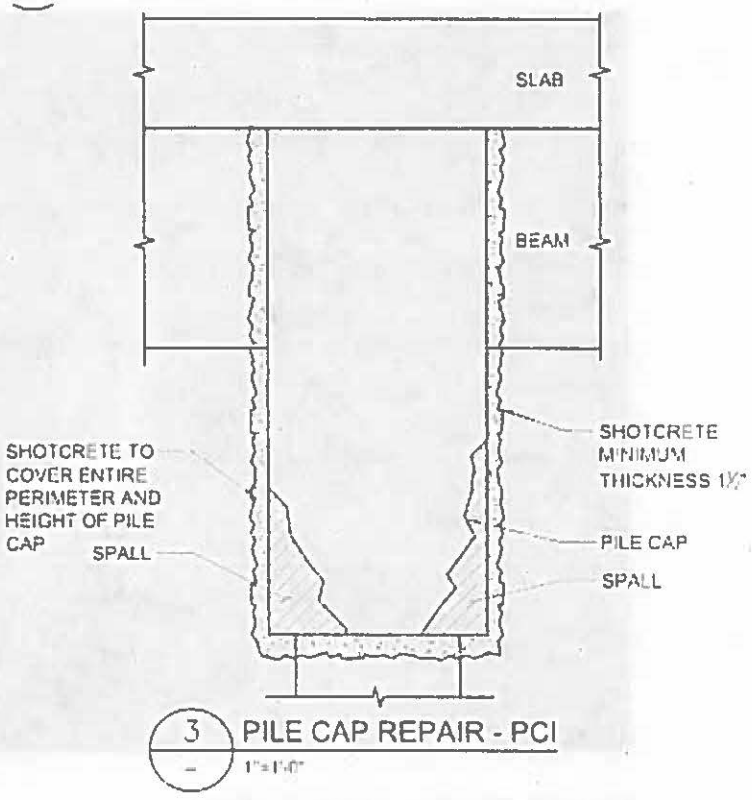


Figure 13 -Shotcrete Cap Beam Repair (Alternative not shown, notes as shown below)

4) FORM AND PUMP REPAIR (LARGE AREA ALTERNATE, SEE 1B/-)

a. APPLY SIKA ARMATEC 110 EPOCEM (REINFORCEMENT PROTECTION PRIMER) OR ENGINEER APPROVED EQUIVALENT TO EXPOSED REINFORCEMENT. FOLLOW MANUFACTURES REQUIREMENTS AS SPECIFIED IN THE PRODUCT DATA SHEETS.

b. PRE-WET SURFACE TO SATURATED SURFACE DRY AND PRIME CONCRETE SUBSTRATE PER MANUFACTURER'S RECOMMENDATIONS.

c. PROVIDE THE FORM WORK AND PUMP SIKACRETE 211 SCC PLUS FROM THE INJECTION PORT. FOLLOW MANUFACTURER'S REQUIREMENTS AS SPECIFIED IN THE PRODUCT DATA SHEET.

d. CURE CONCRETE ACCORDING TO THE MORTAR PRODUCT SPECIFICATIONS.

Figure 14 - Alternative Cap Beam Pour Notes

Figure 15 - Small Concrete Pile Cap Repair

Figure 16 - Large Pile Cap Repair

3.2.8 Access Hole Slab Replacement and Sunken Slab Replacement Slab

The access hole replacement slab and the top sunken slab replacement were in conformance with the design details. See detail and photos in Figure 17, Figure 18, and Figure 19.

Checklist for Slab Replacements

- √ Chamfered Edges
- √ General conformance with design drawings
- √ No damage or rust staining

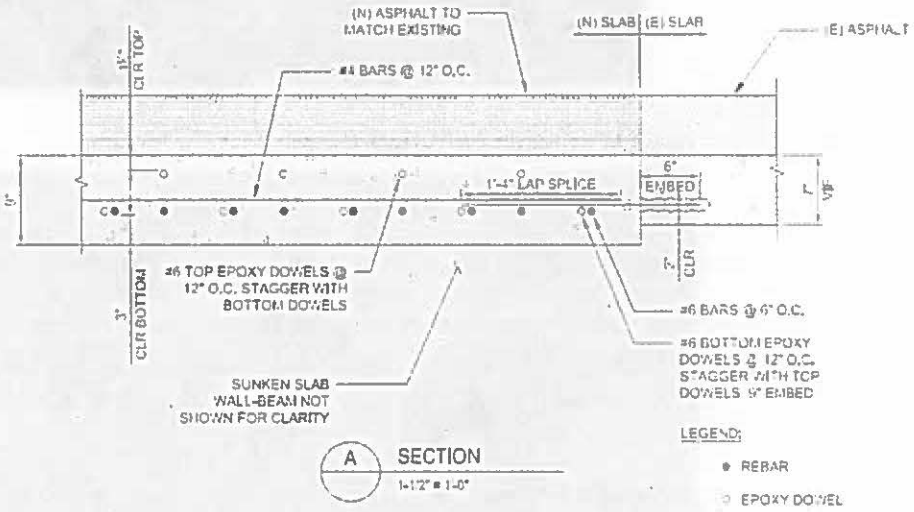


Figure 17 - Replacement Slab Detail

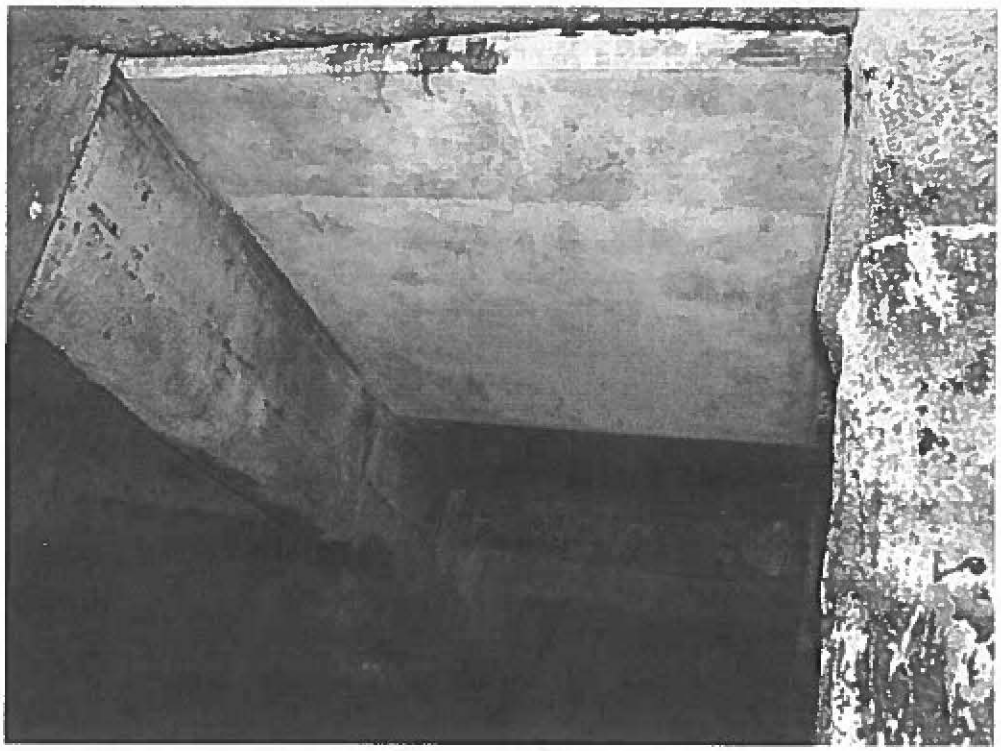


Figure 18 - Access Hole 1 Replacement

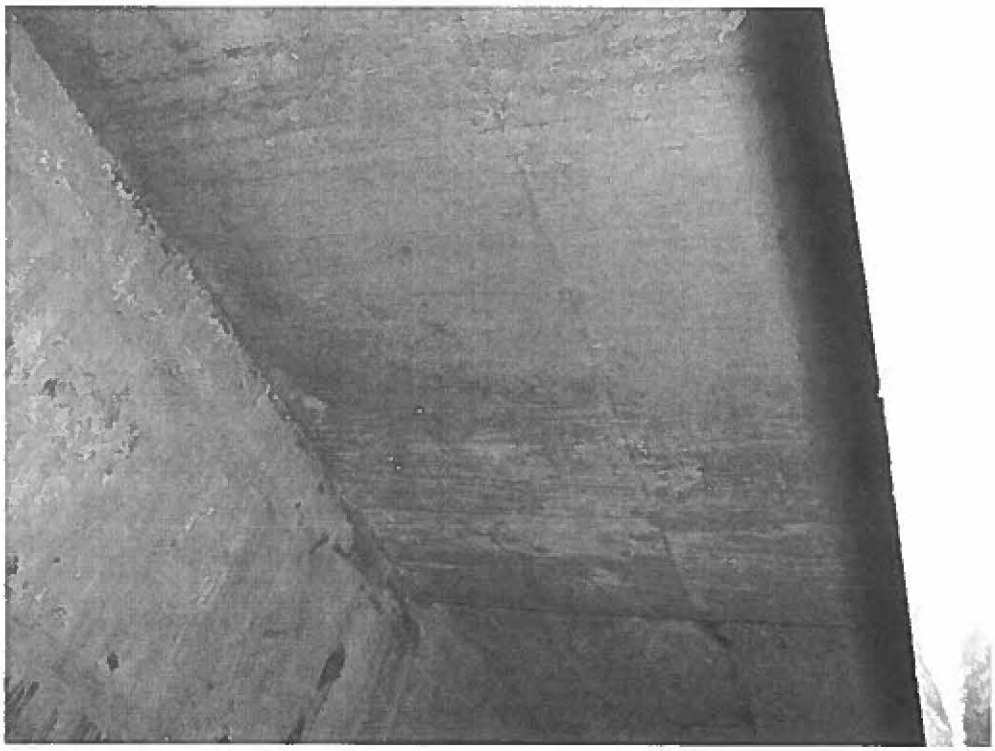


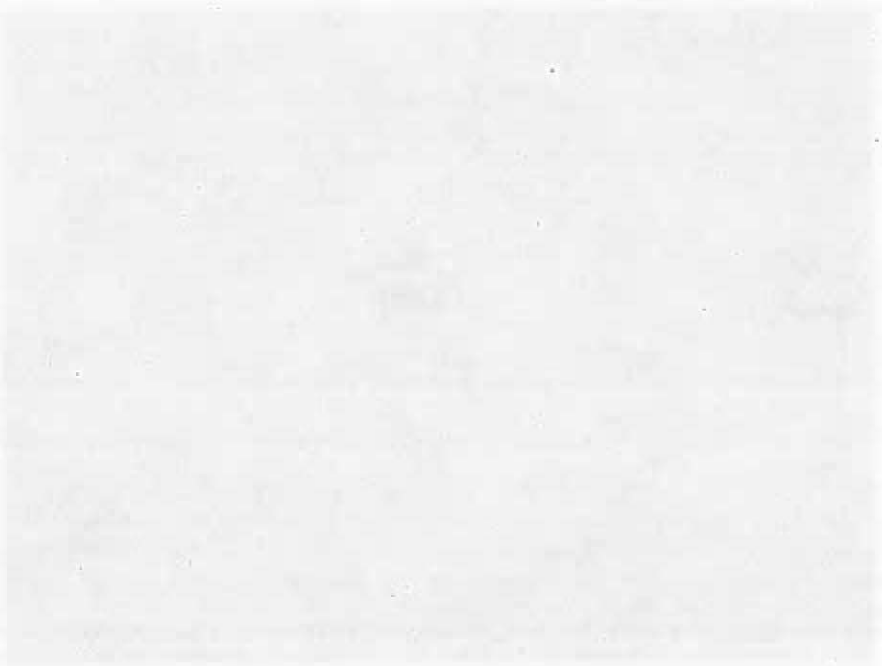
Figure 19 - Sunken Slab Opening Replacement Slab

3.2.9 Asphalt and Expansion Joint

The Asphalt and expansion joint look to be in accordance with design drawings. The detail and typical repair photo is shown in Figure 20 and Figure 21.

Checklist for Asphalt and Expansion Joint:

- ✓ Elastomeric Sealant
- ✓ Asphalt graded to match existing
- ✓ No tripping hazards



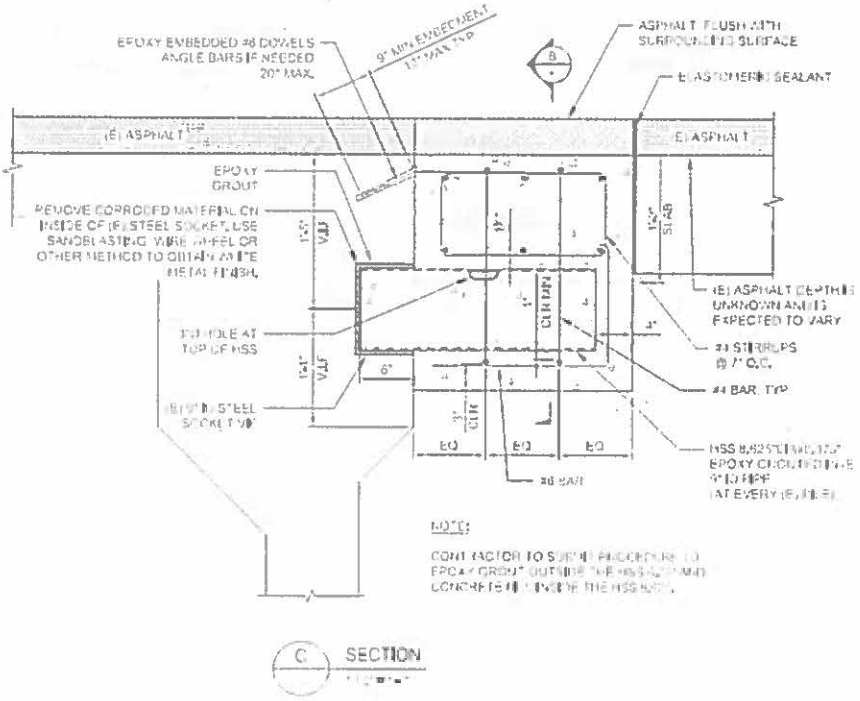


Figure 20 – Cantilever Repair Detail

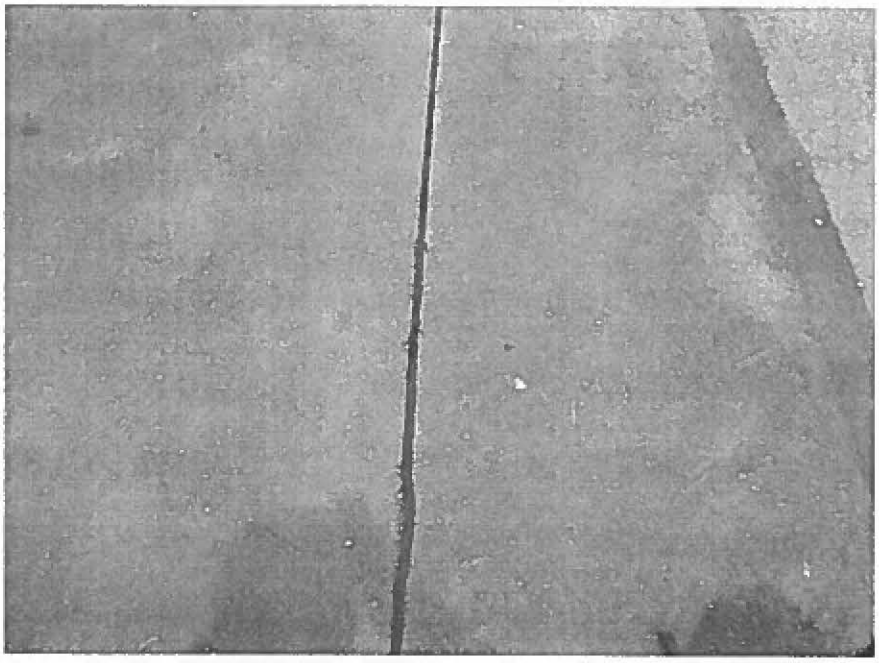


Figure 21 - Cantilever Repair and Asphalt Replacement (5/14/19)

3.2.10 Cantilever Repair

The cantilever repair is in conformance with the design drawings. The design detail and photo are shown in Figure 22 and Figure 23.

Check List for Cantilever Repair

- √ Chamfered edges
- √ General Conformance with design drawings
- √ No visible rust staining, significant cracking, or damage

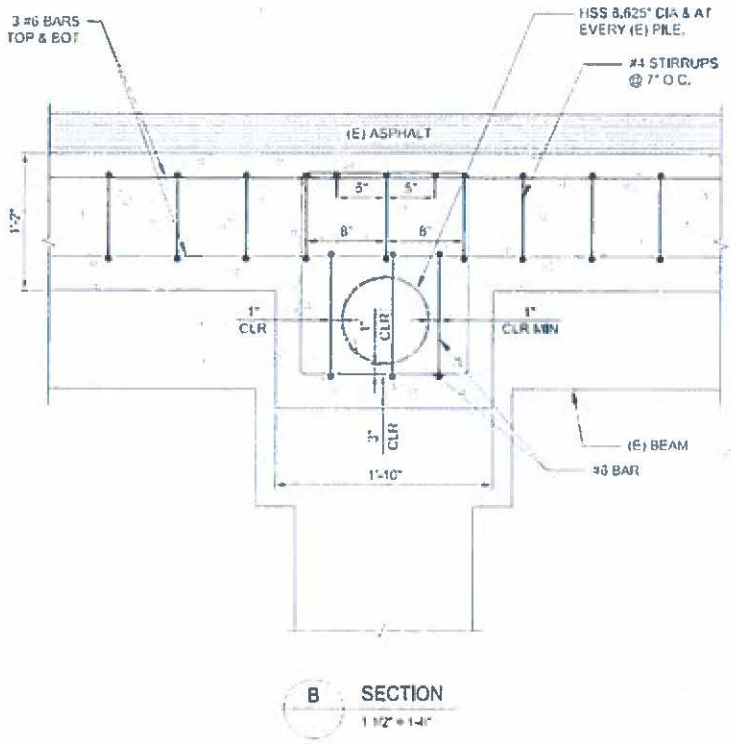


Figure 22 - Cantilever Beam Repair

*Figure 23 - Cantilever Beam Repair Photo (11/13/18)**

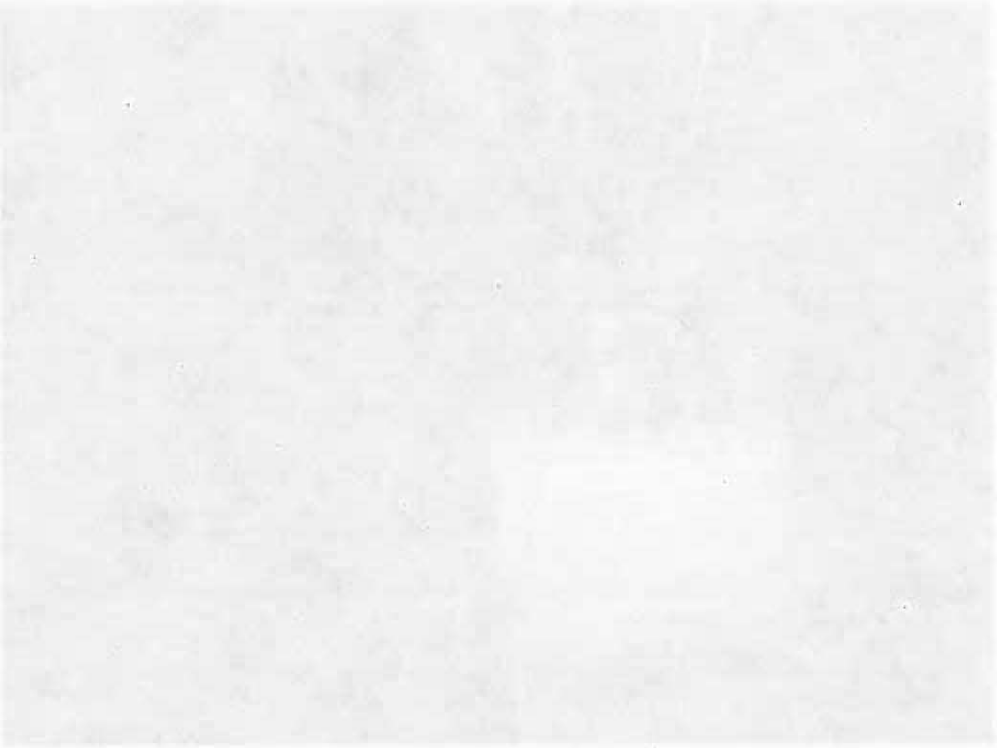
*The cantilever beam was inspected in the 5/14/19 inspection and the 11/13/18 inspection. Photos for cantilever beam in recent inspection turned out blurry due to boat movement.

3.2.11 Electrical Box Repair

The electrical box repair is in conformance with the design drawings/notes as shown in Figure 24 and Figure 25.

Checklist for Electrical Box Repair

- Patch around equipment
- Equipment looks undamaged
- Patch follows general requirements of patch repair
- No rust staining, damage, or significant cracking



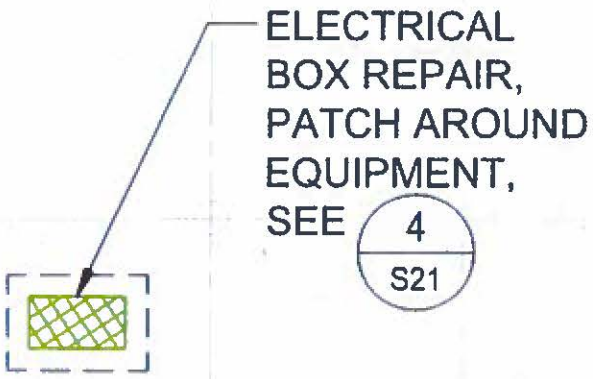


Figure 24 - Electrical Box Repair

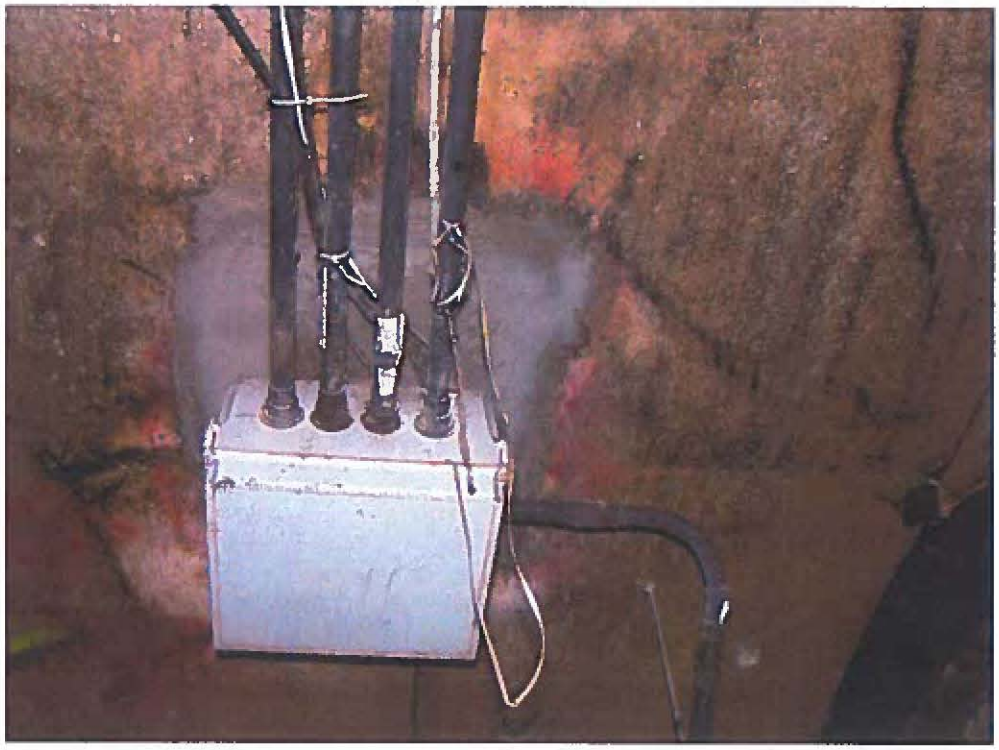


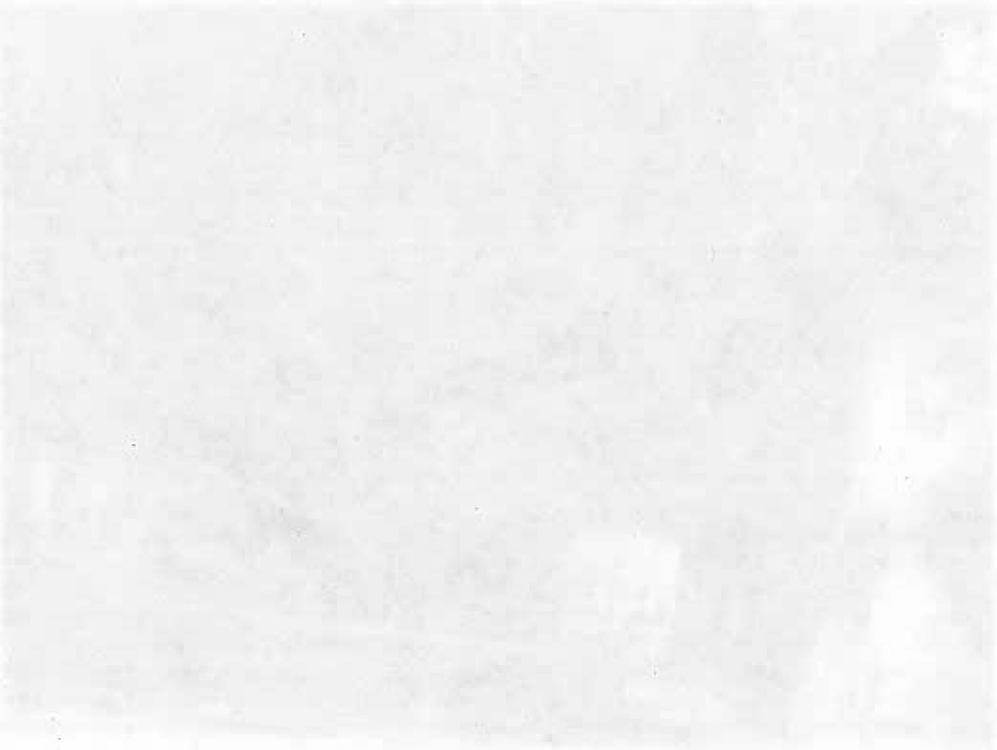
Figure 25 - Electrical Box Repair Photo (5/14/19)

3.2.12 Sunken Slab Beam Repairs

The sunken slab repair is in conformance with the design drawings. The detail and photos are shown in Figure 26, Figure 27, and Figure 28.

Checklist for Sunken Slab

- ✓ Form lower section and shotcrete upper section
- ✓ Chamfer Corners
- ✓ No visible rust staining or significant cracking



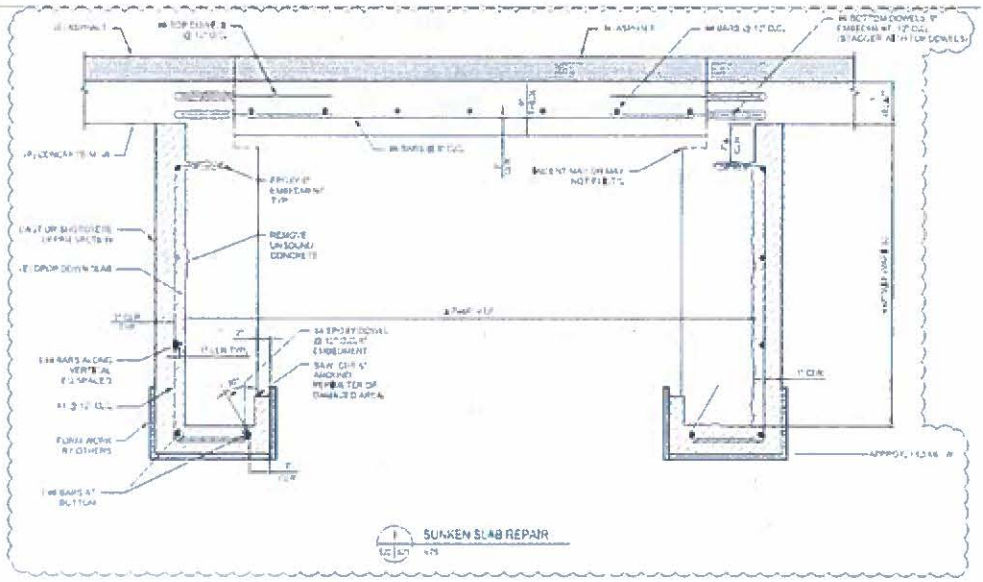


Figure 26 - Sunken Slab Detail

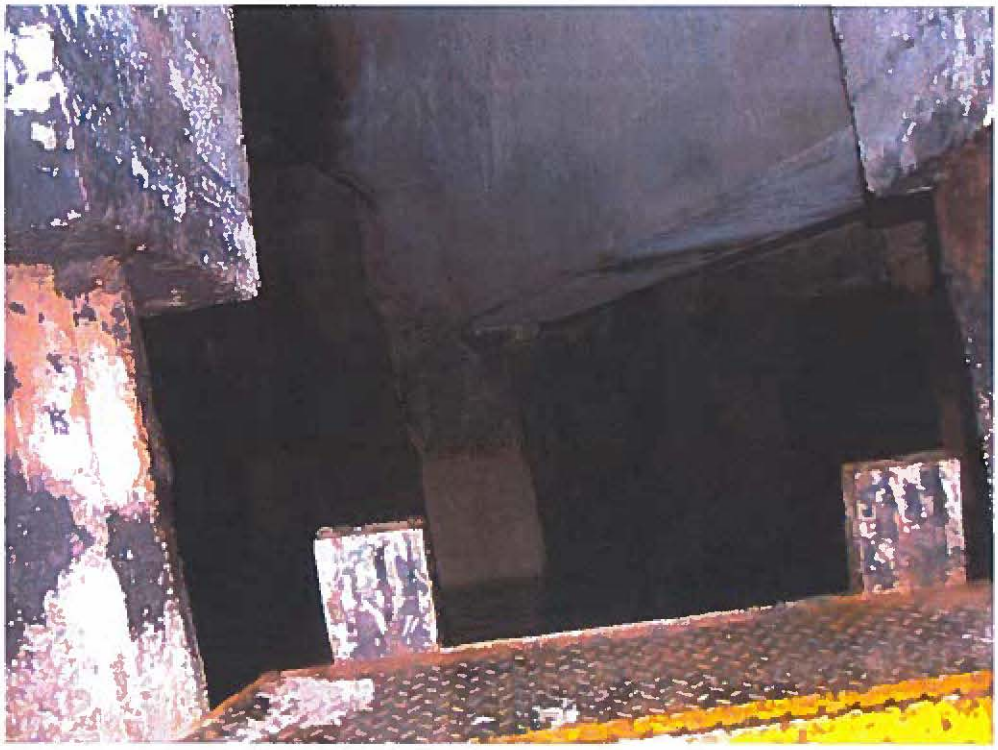


Figure 27 - Sunken Slab on Pier 31.5 (5/15/19)

Figure 28 - Sunken Slab on Pier 33 (5/15/19)

3.2.13 Concrete Encasement Repairs

The concrete encasement is still encased in forms. The encasement follows general details and procedures. COWI has requested photos of the encasement repairs once the form work is removed for visual confirmation the repair follows design details.

Figure 29 - Concrete Encasement Repair

Initial:
Port:
Tenant:

SCHEDULE 3 REVISED

FEMA-National Flood Insurance Program Disclosure Notice

The Federal Emergency Management Agency ("FEMA") is revising Flood Insurance Rate Maps ("FIRMs") for San Francisco Bay Area communities. As part of this effort, FEMA is preparing a FIRM for the City and County of San Francisco for the first time. That process may have significant impacts for developing new structures and reconstructing or repairing existing structures on San Francisco's waterfront.

FEMA prepares the FIRMs to support the National Flood Insurance Program ("NFIP"), a federal program that enables property owners, businesses, and residents in participating communities to purchase flood insurance backed by the federal government. The San Francisco Board of Supervisors has adopted a floodplain management ordinance governing new construction and substantial improvements in flood prone areas of San Francisco and authorizing the City's participation in NFIP (as amended, the "Floodplain Ordinance"). The Floodplain Ordinance imposes requirements on any new construction or substantial improvement of structures in city-designated flood zones that are intended to minimize or eliminate flood hazard risks. NFIP regulations allow a local jurisdiction to issue variances to its floodplain management ordinance under certain narrow circumstances, without jeopardizing the local jurisdiction's eligibility in the NFIP. However, the particular projects that are granted variances by the local jurisdiction may be deemed ineligible for federally-backed flood insurance by FEMA.

FIRMs identify areas that are subject to inundation during a flood having a 1% chance of occurrence in a given year (also known as a "base flood" or "100-year flood"). FEMA refers to an area that is at risk from a flood of this magnitude as a special flood hazard area ("SFHA"). To prepare the FIRM for San Francisco, FEMA has performed detailed coastal engineering analyses and mapping of the San Francisco Bay shoreline. The San Francisco Bay Area Coastal Study includes both regional hydrodynamic and wave modeling of the San Francisco Bay, as well as detailed onshore coastal analysis used to estimate wave runup and overtopping, as well as overland wave propagation. These onshore analyses form the basis for the Base Flood Elevations (BFEs) and SFHAs shown on the FIRM.

FEMA initiated preparation of a FIRM for the City in the mid-2000s, and issued a preliminary version of the FIRM in 2007, but did not finalize that map. Subsequently, FEMA completed region-wide analyses of flooding on San Francisco Bay and the Pacific Ocean coastline. FEMA used these studies to prepare another preliminary FIRM for San Francisco, which it issued in November 2015. The preliminary FIRM identified SFHAs along the City's shoreline in and along the San Francisco Bay consisting of "A zones" (coastal areas subject to inundation by tidal surge and waves less than three feet in height) and "V zones" (areas subject to the additional hazards that accompany waves more than three feet in height). These zones generally affect City property under the jurisdiction of the Port of San Francisco and other areas of the San Francisco waterfront, including parts of Mission Bay, Hunters Point Shipyard, Candlestick Point, Treasure and Yerba Buena Islands, and an area adjacent to Islais Creek.

Due to comments and an appeal submitted by the City, FEMA has not yet finalized the FIRM. Sometime during 2019, FEMA intends to issue a revised preliminary FIRM showing changes due to the appeal resolution, and give the City a period (most likely 30 days) in which to comment. Following resolution of any comments, FEMA would finalize the FIRM.

To finalize the FIRM, FEMA will issue a Letter of Final Determination (LFD) stating that the map will be published in final form six months from the date of the LFD (referred to as the "effective date" of the FIRM). During that six-month period, the City must amend the floodplain management ordinance to adopt the new FIRM. After the effective date, the FIRM will be used for all flood insurance and floodplain management purposes.

The federal legislation and regulations implementing the NFIP are located at 42 U.S.C. §§ 4001 et seq.; 44 C.F.R. Parts 59-78, §§ 59.1-78.14. FEMA also publishes "Answers to Questions About the NFIP" and FEMA Publication 186 entitled "Mandatory Purchase of Flood Insurance Guidelines." Additional information on this matter can be found on the City's and FEMA's websites at the following links:

http://sfgsa.org/san-francisco-floodplain-management-program

https://www.fema.gov/national-flood-insurance-program-flood-hazard-mapping

https://www.fema.gov/national-flood-insurance-program

Initial:	
Port:	MM
Tenant:	

SCHEDULE 4

Hazardous Materials Disclosure

[Attachment on following page(s)]

Environmental Reports and Documents Regarding Hazardous Materials

National Park Service

September 2019

Pier 31

Pre-Renovation Asbestos and Lead-Based Paint Survey Report, Pier 27, 29, 31 and Annex Buildings (Piers 27 1/2 and 29 1/2), RGA Environmental, Inc., August 11, 1999.

Pier 33

Final Report SAR Project No IHX 30, Limited Asbestos and Lead Paint Survey; Pier 33-Roof, IHI Environmental, 3/10/2006.

Hazardous Materails Survey of Building Components Expected to be Impacted During upcoming renovation; Pier 33, ProTech Consulting and Engineering, May 6, 2010.

Hazardous Materials Survey Report, Wharf 33 Exterior, Sar Project No 3032K, North Tower environmental, 4/29/2004.

Hazardous materials survey report; Pier 33 exterior, North Tower environmental, April 21, 2004.

Limited Asbestos and Lead Paint Survey Pier 33 - Roof, IHI Environmental, March 10, 2006.

Limited Survey Report for Asbestos-Containing Materials and Lead-Based Paints at the Sambo's Restaurant, EnviroScience, Inc., April 1, 1997.

Port of San Francisco and Tenants, Annual Group Evaluation Reort (Stormwater), 2013/2014, Port of San Francisco, June 16, 2014.

Port of San Francisco and Tenants, Annual Group Evaluation Report (Stormwater), 2012/2013, Port of San Francisco, 2012/2013.

Initial:
Port:
Tenant: