File No. 130301 Committee Item No. 6
Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Land Use and Economic Development **Date** April 8, 2013

Board of Supervisors Meeting **Date** April 16, 2013

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Completed by: Alisa Miller **Date** April 5, 2013
Completed by: Alisa Miller **Date** April 11, 2013

FILE NO. 130301 RESOLUTION NO.

[Subsurface Easement for Tiebacks - Chinese Hospital Replacement Project]

Resolution approving the grant of a Tieback Subsurface Easement on Assessor's Parcel Block No. 192, Lot No. 035, to the Chinese Hospital Association required for the Chinese Hospital Replacement Project; adopting findings that the grant of subsurface easement is consistent with the General Plan and the priority policies of Planning Code, Section 101.1, and environmental findings; and authorizing the Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of this Resolution.

WHEREAS, The Chinese Hospital Association, the project sponsor, ("Grantee") proposes to demolish the original Chinese Hospital built in 1924 and construct a replacement hospital building located at 835-845 Jackson Street ("Replacement Hospital") in the City and County of San Francisco; and

WHEREAS, In order to prevent cave-in of the surrounding soils around the perimeter of the construction excavation site, a shoring system using soldier piles and tiebacks will be drilled through the shoring walls and anchored into the soil of adjacent properties; and

WHEREAS, Grantee will acquire a subsurface easement to place tiebacks ("Easement") on the Property owned in fee by the City and County of San Francisco ("Grantor" or "City") and under the jurisdiction of the San Francisco Unified School District.; and

WHEREAS, Grantee will pay City $2,500 for the Easement and up to $5,000 for reimbursement of reasonable fees in connection with preparation and review of Grant of Easement and Agreement ("Easement Agreement"); and

WHEREAS, Said compensation from Grantee is determined to be reflective of fair market value, and a negotiated direct conveyance furthers the public purpose of improving health care to the citizens of San Francisco; and

WHEREAS, The Property is presently improved with a surface parking lot and related improvements; and

WHEREAS, The City Planning Department analyzed the project and adopted findings pursuant to the California Environment Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA"), particularly Section 21081 and 21081.5, the Guidelines for Implementation of CEQA, 14 California Code of Regulations Section 15000 et seq. ("Guidelines"), particularly Section 15091 through 15093 and Chapter 31 of the Administrative Code through Planning Commission Motion 18661 on July 12, 2012. Said Motion is on file with the Clerk of the Board of Supervisors in File No. 130301 and is incorporated herein by reference; and

WHEREAS, The Director of Planning, by letter dated March 29, 2013, found that the grant of subsurface easement is consistent with the City's General Plan and with the Eight Priority Policies of City Planning Code Section 101.1, which letter is on file with the Clerk of the Board of Supervisors under File No. 130301, and which letter is incorporated herein by this reference; and

WHEREAS, A copy of the Easement Agreement between the City and the Chinese Hospital Association is on file with the Clerk of the Board of Supervisors in File No. 130301, which is incorporated herein by this reference; now, therefore, be it

RESOLVED, That in accordance with the recommendation of the Director of Property, the Board of Supervisors hereby approves the Easement Agreement and the transaction contemplated thereby in substantially the form of such Easement Agreement presented to this Board; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Property to enter into any additions, amendments or other modifications to the Easement Agreement (including, without limitation, the attached exhibits) that the Director of Property determines are in the best interest of the City, that do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the transactions contemplated in the Easement Agreement and effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Property of the Easement Agreement and any amendments thereto; and, be it

FURTHER RESOLVED, That the Director of Property is hereby authorized and urged, in the name and on behalf of the City and County, to deliver the deed to the easement to the Grantee pursuant to the terms and conditions of the Easement Agreement, and to take any and all steps (including, but not limited to, the execution and delivery of any and all certificates, agreements, notices, escrow instructions, closing documents and other instruments or documents) as the Director of Property deems necessary or appropriate in order to consummate the transaction pursuant to the Easement Agreement, or to otherwise effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Property of any such documents; and, be it

FURTHER RESOLVED, All actions heretofore taken by the Director of Property with respect to the matters addressed in this Resolution are hereby approved, confirmed and ratified.

John Updike
Director of Property

SAN FRANCISCO
PLANNING DEPARTMENT

General Plan Referral

1650 Mission St.
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San Francisco,
CA 94103-2479

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Planning
Information:
415.558.6377

Date:	March 29, 2013
Case No.	**Case No. 2013.0013R** **Chinese Hospital Replacement Easement**
Block/Lot No.:	193/035
Project Sponsor:	*John Updike* City and County of San Francisco Real Estate Division 25 Van Ness Ave., Suite 400 San Francisco, CA 94102
Applicant:	Same as Above
Staff Contact:	Kate McGee – (415) 558-6367 Kate.mcgee@sfgov.org
Recommendation:	Finding the project, on balance, is in conformity with the General Plan
Recommended By:	John Rahaim, Director of Planning

PROJECT DESCRIPTION

The proposed project calls for the conveyance of tieback easements and a temporary construction easement from the City and Country of San Francisco ("City") required for the construction of the Chinese Hospital Replacement Project ("Project"). The Project will impact Assessor's Block 192, Lot 035, owned by the City and under the jurisdiction of the San Francisco Unified School District. In order to prevent cave-in of the soils around the perimeter of the construction pit during excavation, a shoring system using soldier piles and tiebacks will be built. These temporary tiebacks will be placed on City property below the surface. In addition, the property will be used as a staging area during the construction of the new hospital. The submittal is for a General Plan Referral to recommend whether the Project is in conformity with the General Plan, pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code.

SITE DESCRIPTION AND PRESENT USE

The subject lot is located at the end of Trenton alley off of Washington Street between Stone Street and Stockton Street. It is a vacant lot owned by the City. The lot resides in a P (public use) zoning district and a 65-N height and bulk limit.

ENVIRONMENTAL REVIEW

On March, 21 2013, the Environmental Planning Section of the Planning Department determined that the Project has a certified Environmental Impact Report case number: 2008.0762E dated July 12, 2012. This project is within the scope of the EIR.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

As described below, the Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in-conformity with the following Objectives and Policies of the General Plan:

Note: General Plan Objectives and Policies are in **bold font**; General Plan text is in regular font. Staff comments are in *italic font*.

COMMUNITY SAFETY ELEMENT

OBJECTIVE 2

Reduce structural and non-structural hazards to life safety, minimize property damage and resulting social, cultural and economic dislocations resulting from future disasters.

POLICY 2.3
Consider site soils conditions when reviewing projects in areas subject to liquefaction or slope instability.

In order to prevent cave-in of the soils around the perimeter of the construction pit during excavation, a shoring system using soldier piles and tiebacks needs to be built.

RECOMMENDATION:	Finding the Project, on balance, in-conformity with the General Plan

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project, demolition and replacement of the Chinese Recreation Center, is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

   Project would have no adverse effect on neighborhood serving retail uses or opportunities for employment in or ownership of such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood.

   The Project would have no adverse effect on the City's housing stock or on neighborhood character.

3. That the City's supply of affordable housing be preserved and enhanced.
   The Project would have no adverse effect on the City's supply of affordable housing.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

   The Project would have no adverse effect on MUNI.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced.

   The Project would not affect the existing economic base in this area.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

   The Project would not adversely affect achieving the greatest possible preparedness against injury and loss of life in an earthquake.

7. That landmarks and historic buildings be preserved.

   This project will not have a negative impact to the building.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

   The Project would have no adverse effect on parks and open space or their access to sunlight and vista.

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SAN FRANCISCO
PLANNING DEPARTMENT

Planning Commission Motion 18661
CEQA FINDINGS

HEARING DATE: JULY 12, 2012

1650 Mission St.
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Date:	July 5, 2012
Case No.:	2008.0762EMZC
Project Address:	835-845 JACKSON STREET
Zoning:	Chinatown Residential Neighborhood Commercial District 65-N Height and Bulk District
Block/Lot:	0192/041
Project Sponsor:	Linda Schumacher Chinese Hospital Association 835-845 Jackson Street San Francisco, CA 94133
Staff Contact:	Rick Crawford – (415) 558-6358 *rick.crawford@sfgov.org*

ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT INCLUDING FINDINGS REJECTING ALTERNATIVES AS INFEASIBLE, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION, MONITORING, AND REPORTING PROGRAM, RELATING TO THE CHINESE HOSPITAL REPLACEMENT PROJECT LOCATED AT 835-845 JACKSON STREET ON ASSESSOR'S BLOCK 0192, LOT 041 AND INCLUDING THE DEMOLITION OF AN EXISTING MEDICAL ADMINISTRATION BUILDING AND CONSTRUCTION OF A NEW 101,545 SQUARE FOOT, 110-FOOT HOSPITAL BUILDING WITH 54 ACUTE CARE BEDS AND A SKILLED NURSING FACILITY WITH 22 BEDS IN THE CRNC (CHINATOWN RESIDENTIAL NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT AND WITHIN A 65-N HEIGHT AND BULK DISTRICT.

In determining to approve the Chinese Hospital Replacement Project located at 835-845 Jackson Street (Assessor's Block 0912, Lot 041), described in Section I, Project Description below, ("Project"), the San Francisco Planning Commission ("Commission") makes and adopts the following findings of fact regarding the Project and mitigation measures and alternatives, and adopts the statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA"), particularly Section 21081 and 21081.5, the Guidelines for Implementation of CEQA, 14 California Code of Regulations Section 15000 et seq. ("Guidelines"), particularly Section 15091 through 15093 and Chapter 31 of the San Francisco Administrative Code.

This document is organized as follows:

Section I provides a description of the Project, the Project Objectives, the environmental review process for the Project, the approval actions to be taken, and the location of records;

Section II identifies potentially significant impacts that are avoided or reduced to less-than-significant levels and makes findings regarding Mitigation Measures;

Section III identifies significant, unavoidable historic resources and air quality impacts of the Project that cannot be avoided or reduced to less-than-significant levels through Mitigation Measures;

Section IV evaluates the different project alternatives and the economic, legal, social, technological, and other considerations that support approval of the Project as proposed and the rejection of these alternatives; and

Section V makes a Statement of Overriding Considerations setting forth the specific economic, legal, social, technological, or other benefits of the Project that outweigh the significant and unavoidable adverse environmental effects and support the rejection of the project alternatives.

The Mitigation Monitoring and Reporting Program ("MMRP") for the mitigation measures that have been proposed for adoption is attached with these findings as Exhibit A. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. The MMRP provides a table setting forth each mitigation measure listed in the Final Environmental Impact Report for the Project ("Final EIR") that is required to reduce or avoid a significant adverse impact. The MMRP also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures is set forth in the MMRP.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the Draft Environmental Impact Report ("Draft EIR" or "DEIR") or the Comments and Responses document ("C&R"), which together comprise the Final EIR, are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

MOVED, that the Commission hereby adopts findings under the California Environmental Quality Act, including rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations, and adopts the MMRP attached as Exhibit A based on the following findings:

I. Project Description

A. Chinese Hospital Replacement Project

Chinese Hospital campus (835-845 Jackson Street) currently consists of the Chinese Hospital at 845 Jackson Street, built in 1979; the Medical Administration Building at 835 Jackson Street (the original Chinese Hospital, built in 1924); and the Chinese Hospital Parking Garage, located directly behind the 1924 Medical Administration Building. The Chinese Hospital Association, ("Project Sponsor"), proposes to demolish the Medical Administration Building and the parking garage, construct a new, hospital building in their place, and remodel and refurbish the existing hospital building. The proposed new hospital would be an acute care hospital with 54 acute care beds (the same number of licensed acute-care

beds as in the existing Chinese Hospital) and a new skilled nursing facility with 22 beds. The Project includes approval of a special use district and zoning map amendment to facilitate this development.

B. Project Sponsor Objectives

The Project Sponsor's objectives are to design and build a hospital that:

- Honors the history and continuum of healthcare provided by Chinese Hospital in Chinatown;
- Respects the architectural context of the surrounding buildings while meeting the hospital's mission to provide modern healthcare facilities for its community;
- Can physically satisfy the current and future requirements for the delivery of quality healthcare to patients;
- Provides a seismically safe environment for its patients, visitors, physicians, and employees;
- Is economically cost efficient and improves the operation of the hospital;
- Furthers Chinese Hospital's mission to serve the healthcare needs of its community through the use of advanced medical practices, technology, and equipment;
- Minimally disrupts the current hospital's acute-care services and outpatient operations, to ensure that the healthcare services for the community continue to be provided during project implementation;
- Provides space for existing hospital functions in a new hospital that meets the requirements of SB 1953, other state agencies, and hospital industry associations;
- Provides sufficient space to replace the existing 54 acute-care hospital beds and upgrade and modernize them; and
- Provides a 22-bed skilled nursing facility to improve the transition of patients from the acute-care setting to home.

C. Planning and Environmental Review Process

The Project Sponsor applied for environmental review on June 24, 2008. The San Francisco Planning Department (the "Department") determined that an Environmental Impact Report was required and published and distributed a Notice of Preparation of an EIR/Initial Study ("NOP/IS") on May 18, 2011. The NOP/IS is Appendix A to the Draft EIR.

The Department published a Draft Environmental Impact Report (DEIR) on April 16, 2012. The Commission held a public hearing to solicit testimony on the DEIR on May 17, 2012. The Department

received written comments on the DEIR from April 17 to May 31, 2012. The Department published the Comments and Responses on June 28, 2012. The DEIR, together with the Comments and Responses constitute the Final EIR. The Commission certified the FEIR on July 12, 2012 by Motion No. 18660.

D. Approval Actions

1. Planning Commission Actions

The Planning Commission is taking the following actions and approvals to implement the Project:

- Certification of the Final EIR;
- General Plan consistency determination for the proposed Project;
- Recommend approval to the Board of Supervisors of a Zoning Map amendment to reclassify the height and bulk limits on the main project site (Sheet HT01) and to establish the boundaries of the Chinese Hospital SUD (Sheet SU01);
- Recommend approval to the Board of Supervisors of a Planning Code text amendment to establish the Chinese Hospital SUD;
- Recommend approval to the Board of Supervisors of an amendment to the San Francisco General Plan to the Chinatown Area Plan; and
- Approval of any conditional use authorization that may continue to apply after full implementation of the proposed legislative land use amendments.

2. Board of Supervisors Actions

The Board of Supervisors is taking the following actions and approvals to implement the Project:

- The Planning Commission's certification of the Final EIR may be appealed to the Board of Supervisors. If appealed, the Board of Supervisors will determine whether to uphold the certification or to remand the Final EIR to the Planning Department for further review;
- The Planning Commission's approval of any conditional use authorization may be appealed to the Board of Supervisors. If appealed, the Board of Supervisors will determine whether to uphold, uphold and modify, or reject the conditional use authorization.
- Approval of a Zoning Map amendment to rezone the height and bulk limits on the main project site (Sheet HT01) and to establish the boundaries of the Chinese Hospital SUD (Sheet SU01);
- Approval of a Planning Code text amendment to establish the Chinese Hospital SUD;
- Approval of an amendment to the San Francisco General Plan to the Chinatown Area Plan; and

3. Actions by Other City Departments

- Approval of demolition, grading, and site permits (Department of Building Inspection);
- Approval of encroachment permits for work to be done in public rights-of-way (alleys, streets, and sidewalks) (Bureau of Street Use and Mapping of the Department of Public Works);
- Approval of curb or road modifications (Department of Parking and Traffic);

- Approval of compliance with requirements of the Stormwater Management Ordinance for projects with over 5,000 sq. ft. of disturbed ground area (the San Francisco Public Utilities Commission Wastewater Enterprise, Urban Watershed Management Program); and

D. Location and Custodian of Records

The public hearing transcript, a copy of the letters regarding the FEIR received during the public review period, the administrative record, and background documentation for the FEIR are located at the Planning Department, 1650 Mission Street, San Francisco. The Planning Commission Secretary is the custodian of records for the Planning Department and the Planning Commission.

These findings are based upon substantial evidence in the entire record before the Commission.

II. Potentially Significant Impacts That Are Avoided Or Reduced To A Less-Than-Significant Level And Findings Regarding Mitigation Measures

The following Sections II and III set forth the Commission's findings about the Final EIR's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the Commission regarding the environmental impacts of the Project and the mitigation measures included as part of the Final EIR and adopted by the Commission and other City decisionmakers as part of the Project. To avoid duplication and redundancy, and because the Commission agrees with, and hereby adopts, the conclusions in the Final EIR, these findings will not repeat the analysis and conclusions in the Final EIR, but instead incorporates them by reference herein and relies rely upon them as substantial evidence supporting these findings.

In making these findings, the Commission has considered the opinions of City staff and experts, other agencies and members of the public. The Commission finds that the determination of significance thresholds is a judgment decision within the discretion of the City and County of San Francisco; the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and City staff; and the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

As set forth below, the Commission adopts and incorporates all of the mitigation measures set forth in the Final EIR and the attached MMRP to substantially lessen or avoid the potentially significant and significant impacts of the Project. The Commission and other City decision makers intend to adopt each of the mitigation measures proposed in the Final EIR. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measures in the Final EIR due to a clerical error, the language of the policies and implementation measures as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the Final EIR.

The potentially significant impacts of the Project that will be mitigated through implementation of mitigation measures include impacts related to:

- cumulative construction-related transportation;
- archeological resources and human remains;
- paleontological resources; and
- construction and operational noise and vibration;

The Project Sponsor has agreed to implement all mitigation measures identified in the Final EIR. The required mitigation measures are fully enforceable and will be included as conditions of approval by and the Commission and other City decisionmakers. Pursuant to CEQA Section 21081.6, adopted mitigation measures will be implemented and monitored as described in the MMRP, which is incorporated herein by reference.

With the required mitigation measures, all potential project impacts, with the exception of impacts related to historic resources and construction air quality as described in Section III below, would be avoided or reduced to a less-than-significant level.

As authorized by CEQA Section 21081 and CEQA Guidelines Section 15091, 15092, and 15093, based on substantial evidence in the whole record of this proceeding, the City finds that, unless otherwise stated, all of the changes or alterations to the Project listed herein have been or will be required in, or incorporated into, the project to mitigate or avoid the significant or potentially significant environmental impacts listed herein, as identified in the Final EIR, that these mitigation measures will be effective to reduce or avoid the potentially significant impacts as described in the EIR, and these mitigation measures are feasible to implement and are within the responsibility and jurisdiction of the City and County of San Francisco to implement or enforce.

III. Significant Impacts That Cannot Be Avoided Or Reduced To A Less-Than-Significant Level

Based on substantial evidence in the whole record of these proceedings, the Commission finds that, where feasible, changes or alterations have been required, or incorporated into, the Project to reduce the significant environmental impacts. The Commission finds that the mitigation measures in the Final EIR and described below are feasible and appropriate, and that changes have been required in, or incorporated into, the Project that, pursuant to Public Resources Code section 21002 and CEQA Guidelines section 15091, may substantially lessen, but do not avoid (i.e., reduce to less than significant levels), the potentially significant environmental effect associated with implementation of the Project. The Commission adopts all of the mitigation measures proposed in the Final EIR and set forth in the MMRP. The Commission further finds, however, for the impacts listed below, despite the implementation of mitigation measures, the effects remain significant and unavoidable.

The Commission determines that the following significant impacts on the environment, as reflected in the Final EIR, are unavoidable, but under Public Resources Code Section 21081(a)(3) and (b), and CEQA Guidelines 15091(a)(3), 15092(b)(2)(B), and 15093, the Commission determines that the impacts are

acceptable due to the overriding considerations described in Section V below. This finding is supported by substantial evidence in the record of this proceeding.

A. Significant and Unavoidable Impacts to Historic Resources.

Impact CR-1: The proposed demolition of the existing 1924 Medical Administration Building would have a substantial adverse
effect on an individual historical resource and on the National Register of Historic Places/California Register of Historical Resources-eligible Chinatown historic district.

- Mitigation Measure M-CR-1a. Written and Photographic Documentation; and
- Mitigation Measure M-CR-1b: Permanent Interpretative Display.

Completing historical resource documentation and installing a permanent interpretive display would reduce this impact, but not to a less-than-significant level. Thus, this impact remains significant and unavoidable.

Impact CR-2: The proposed Replacement Hospital building would have a substantial adverse effect on the National Register of Historic Places/California Register of Historical Resources-eligible Chinatown historic district.

- Mitigation Measure M-CR-1a. Written and Photographic Documentation.

Completing historical resource documentation would reduce this impact, but not to a less-than-significant level. Thus, this impact remains significant and unavoidable.

Impact C-CR-1: The proposed project in combination with other past, present and reasonably foreseeable future projects in the project vicinity would result in a cumulatively considerable contribution to significant adverse impacts on the National Register of Historic Places/California Register of Historical Resources-eligible Chinatown historic district.

- Mitigation Measure M-CR-1a. Written and Photographic Documentation.

Completing historical resource documentation would reduce this impact, but not to a less-than-significant level. Thus, this impact remains significant and unavoidable.

B. Significant and Unavoidable Impacts to Air Quality.

Impact AQ-3: Construction of the proposed project would generate substantial levels of PM2.5 and other toxic air contaminants, including diesel particulate matter, that could significantly affect nearby sensitive receptors.

- Mitigation M-AQ-3: Construction Emissions Minimization Plan.

Developing and implementing a construction emissions minimization plan would reduce this impact, but not to a less-than-significant level. Thus, this impact remains significant and unavoidable.

Pursuant to Section 21067 of CEQA and Sections 15040, 15081, and 15082 of the State CEQA Guidelines, the Commission finds that the proposed Project would result in impacts that cannot be avoided if the Project is implemented: demolition of the 1924 Medical Administration Building, an historic resource, construction of the Replacement Hospital within the National Register of Historic Places/California Register of Historical Resources-eligible Chinatown historic district, and construction related air quality impacts. These impacts would remain significant and unavoidable if the Project were implemented.

IV. Consideration of Project Alternatives

This Section describes the Project alternatives and the reasons for approving the Project and for rejecting the alternatives. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet Project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

The Commission certifies that it has independently reviewed and considered the information on the alternatives provided in the Final EIR and in the record. The Final EIR reflects the Commission's and the City's independent judgment as to the alternatives.

The Commission finds that the Project provides the best balance between satisfaction of the project objectives and mitigation of environmental impacts to the extent feasible, as described and analyzed in the EIR and adopts a statement of overriding considerations as set forth in Section IV below.

A. Alternatives Analyzed in the FEIR

The FEIR analyzed four alternatives to the Project: the No Project Alternative, the Full Preservation Alternative, the Partial Preservation Alternative, and the Compatible Replacement Hospital Alternative. The No Project Alternative analyzes no immediate change to the Project site, including no demolition of the Medical Administration Building or the parking garage, no construction of the new hospital, and no renovation of the existing Chinese Hospital. The Full Preservation Alternative analyzes retaining and reusing the 1924 Medical Administration Building by constructing a 1-story roof top addition to the Medical Administration Building and seismically retrofitting it for use as a replacement hospital, demolishing the parking garage and constructing in its place a 5-story (plus basement) rear addition that would be connected to the 1924 Medical Administration Building, and seismically retrofitting the existing Chinese Hospital; under this alternative, the sky bridge connecting the two buildings would be removed and reconstructed after completion of the roof top addition to the 1924 Medical Administration Building. The Partial Preservation Alternative analyzes retaining and seismically retrofitting the most architecturally significant portion of the 1924 Medical Administration Building, demolishing the parking garage, constructing a new tower behind the Medical Administration Building, and remodeling the

existing Chinese Hospital. The Compatible Replacement Hospital Alternative analyzes demolishing the 1924 Medical Administration Building and the parking garage, constructing a replacement hospital in their place with a different massing and design, and remodeling and refurbishing the existing Chinese Hospital.

B. Alternatives Rejected and Reasons for Rejection

1. No Project Alternative. The No Project Alternative would not be desirable or meet the Project Sponsor's goals. The No Project Alternative would not be in compliance with the requirements of SB 1953, other state agencies, and hospital industry associations. The No Project Alternative is rejected in favor of the project and is found infeasible for the following environmental, economic, and social reasons:

   A. The No Project Alternative would not provide modern healthcare facilities for the community.

   B. The No Project Alternative would not provide a seismically safe environment that meets the requirements of SB 1953 for patients, visitors, physicians, or employees.

   C. As a pre-Northridge Earthquake hospital facility, the existing Chinese Hospital is susceptible to structural damage and could result interruption of healthcare services to the community for an extended period of time in the event of a major earthquake. In addition, the Medical Administration Building is rated as a SPC-1 structure (indicating that the structure poses a "significant risk of collapse and is a danger to the public after a strong earthquake"), and accordingly, in the event of an earthquake the No Project Alternative could potentially endanger patients, visitors, physicians, and staff occupying the existing Medical Administration Building.

   D. The No Project Alternative would not provide space for advanced medical practices, technology, or equipment.

   E. The No Project Alternative would not replace the existing 54 acute-care beds or upgrade and modernize them.

   F. The No Project Alternative would not provide a new 22-bed skilled nursing facility.

   G. The No Project Alternative would not provide opportunities for new sources of jobs, fees, taxes, or revenue.

2. Full Preservation Alternative. The Full Preservation Alternative would not be desirable or meet all of the Project Sponsor's goals. The Full Preservation Alternative is rejected in favor of the project and is found infeasible for the following environmental, economic, and social reasons:

A. The Full Preservation Alternative would meet some, but not all of the Project Sponsor's Objectives.

B. The Full Preservation Alternative would provide four fewer acute-care beds than the project or the existing Chinese Hospital.

C. The Full Preservation Alternative would not have sufficient space to accommodate the following services on the main project site: satellite laboratory in the surgery area, medical gas storage area, information technology, materials management, medical records, medical staff offices, social services, utilization review, and nursing administration.

D. The Full Preservation Alternative would result in separation of related functions, which would affect hospital efficiency and staffing. The separation of related hospital functions would increase the need to transport patients between floors.

E. Construction of the Full Preservation Alternative would commence approximately three to four years later than the project due to Office of Statewide Health Planning and Development (OSHPD) review.

F. The Full Preservation Alternative would not provide a new 22-bed skilled nursing facility.

G. The Full Preservation Alternative would not be cost efficient or improve the operation of the Chinese Hospital.

3. Partial Preservation Alternative. The Partial Preservation Alternative would not be desirable or meet the Project Sponsor's goals. The Partial Preservation Alternative is rejected in favor of the project and is found infeasible for the following environmental, economic, and social reasons:

A. The Partial Preservation Alternative would meet some, but not all of the Project Sponsor's Objectives.

B. The Partial Preservation Alternative would provide 32 fewer acute-care beds than the project or the existing Chinese Hospital.

C. The Partial Preservation Alternative would result in operational deficiencies, which would increase the operational costs for the Chinese Hospital.

D. Construction of the Partial Preservation Alternative would commence approximately three to four years later than the project due to OSHPD review.

E. The Partial Preservation Alternative would not provide a new 22-bed skilled nursing facility.

F. The Partial Preservation Alternative would result in a significant and unavoidable impact on the Medical Administration Building individual historic resource.

G. Construction of the new hospital tower under Partial Preservation Alternative would result in a significant and unavoidable project-level impact on the NRHP/CRHR-eligible Chinatown historic district and make a considerable contribution to a significant cumulative impact on the NRHP/CRHR-eligible Chinatown historic district.

H. The Partial Preservation Alternative could have a significant and unavoidable shadow impact on Recreation and Park Commission properties and could make a considerable contribution to a significant cumulative shadow impact.

I. The Partial Preservation Alternative would not reduce the impacts created by the project to a less than significant level.

4. Compatible Replacement Hospital Alternative. The Compatible Replacement Hospital Alternative would not be desirable or meet the Project Sponsor's goals. The Compatible Replacement Hospital Alternative is rejected in favor of the project and is found infeasible for the following environmental, economic, and social reasons:

A. The Compatible Replacement Hospital Alternative would meet most, but not all of the Project Sponsor's Objectives.

B. The Compatible Replacement Hospital Alternative would result in operational deficiencies and would require eight additional staff compared to the project, which would increase the operational costs for the Chinese Hospital.

C. Construction of the Compatible Replacement Hospital Alternative would commence approximately three to four years later than the project due to OSHPD review.

D. The Compatible Replacement Hospital Alternative would provide one fewer bed in the skilled nursing facility as compared to the project.

E. The Compatible Replacement Hospital Alternative would result in a significant and unavoidable impact on the Medical Administration Building individual historic resource and significant project-level and cumulative impacts on the NRHP/CRHR-eligible Chinatown historic district.

F. The new hospital tower under Compatible Replacement Hospital Alternative would result in a significant and unavoidable project-level impact on the NRHP/CRHR-eligible Chinatown historic district and make a considerable contribution to a significant cumulative impact on the NRHP/CRHR-eligible Chinatown historic district.

G. The Compatible Replacement Hospital would not reduce the impacts created by the project to a less than significant level.

H. The Compatible Replacement Hospital Alternative could have a significant and unavoidable shadow impact on Recreation and Park Commission properties and could make a considerable contribution to a significant cumulative shadow impact.

V. Statement of Overriding Considerations

Pursuant to CEQA section 21081 and CEQA Guideline 15093, the Commission hereby finds, after consideration of the Final EIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs the significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Commission will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this Section, and in the documents found in the Record of Proceedings, as defined in Section I.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Commission specially finds that there are significant benefits of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The Commission further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All mitigation measures proposed in the Final EIR for the proposed Project are adopted as part of this approval action. Furthermore, the Commission has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technical, legal, social and other considerations. In addition, the Commission finds that the rejected Project Alternatives are also rejected for the following specific economic, social, or other considerations, in addition to the specific reasons discussed in Section II above.

1. The project would provide much needed healthcare services to the Chinatown community. By providing these community services to the Chinatown neighborhood and community residents, the project would preserve the Chinatown community.

2. The project is crucial for the continued operation and success of the Chinese Hospital and the Chinatown community that it supports. The project serves to bring the Chinese Hospital into compliance with current laws and regulations, such as the Americans with Disabilities Act and SB 1953 (the Alfred E. Alquist Hospital Seismic Safety Act of 1983). Without the project, the Chinese Hospital will become outdated and could cease being able to provide crucial medical care to the Chinatown community.

3. The project would create a 22-bed skilled nursing facility that would improve the transition of patients from the acute care setting and allow Chinatown residents to remain close to their homes and loved ones while they recover from inpatient procedures.

4. The project would allow the Chinese Hospital to provide innovative healthcare services in a state of the art facility, which would not be possible in the building in which the hospital currently operates.

5. The project would provide numerous jobs for Chinatown residents and business both during and after construction.

6. The project would be well suited for modern healthcare practices and procedures that require more spacious facilities for new medical equipment leading to improved healthcare quality and safety for patients, and a safe and accessible work environment for hospital staff.

7. The project would allow the Chinese Hospital to replace its two, three, and four-bed patient rooms with single patient rooms that utilize modern medical equipment.

8. The project would provide an approximately 890-sf landscaped and hardscaped open space on Jackson Street that would serve as an exterior community-gathering place for respite and relaxation along the uphill walk on Jackson Street.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby ADOPT the foregoing CEQA Findings and the Mitigation Monitoring and Reporting Program attached hereto as Exhibit A.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on July 12, 2012.

Linda D. Avery
Commission Secretary

AYES: Antonini, Bordon, Miguel, Moore, Sugaya, Wu

NAYS: none

ABSENT: Fong

ADOPTED: July 12, 2012

/30301

RECORDED AT REQUEST OF AND WHEN RECORDED MAIL TO:

Haas & Najarian LLP
58 Maiden Lane, 2nd Floor
San Francisco, CA 94108
Attn: Louis N. Haas

GRANT OF EASEMENT AND AGREEMENT

(Assessor's Parcel No. ___, Block ___)

THIS GRANT OF EASEMENT AND AGREEMENT (this "**Agreement**") is made as of March 22, 2013, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**" or "**Grantor**"), and CHINESE HOSPITAL ASSOCIATION, a California nonprofit corporation ("**Grantee**").

RECITALS:

This Agreement is made with reference to the following facts, understandings and intentions:

A. Grantor is the fee title owner of certain real property situated in the City and County of San Francisco, California, located adjacent to Trenton Street between Jackson Street and Washington Street, shown and described on Exhibit A attached hereto (the "**Property**"). The Property is in the jurisdiction of the San Francisco Unified School District ("**SFUSD**"). The Property is presently improved with a surface parking lot and related improvements (the "**Improvements**").

B. Grantee owns the real property commonly known as 835-845 Jackson Street, more particularly shown and described on Exhibit B attached hereto (the "**Grantee Property**"). The Grantee Property is presently the site of those buildings known as the Chinese Hospital.

C. Grantee intends to excavate on the Grantee Property (the "**Excavation**") commencing on or after April 1, 2013, and thereafter to construct on the Grantee Property a new medical building (the "**New Building**"). To prevent cave-in of the soils around the perimeter of the construction pit during the Excavation, a shoring system using soldier piles, timber lagging wall and tiebacks will be built. The tiebacks will be drilled diagonally through the timber laggings and into the adjacent soils of the Property and other neighboring property.

D. Pursuant to Section 832(4) of the California Civil Code, Grantee has requested Grantor's permission to install and maintain tiebacks beneath the surface of the Property as a component of the supporting systems to be employed to protect the Property in connection with the Excavation, which permission Grantor is willing to grant on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. No Surface Rights Granted Under this Agreement; Separate Facilities Use Permit. The parties anticipate that SFUSD will provide a separate permit to Grantee (the "**Facilities Use Permit**") governing Grantee's erection of a temporary safety barricade and pedestrian walkway on the Property as additional protection for pedestrians in the vicinity of the Excavation. Such Facilities Use Permit shall require Grantee to provide four (4) parking spaces at a mutually acceptable parking garage at no cost to SFUSD to replace the parking spaces displaced by the barricade and walkway. Grantee's use of the surface of the Property shall be governed by the Facilities Use Permit.

2. Sub-Surface Easement for Tiebacks. Grantor hereby quitclaims to Grantee and Grantee hereby accepts, a sub-surface easement through the Property for the installation and maintenance of tiebacks (the "**Tiebacks**") at the approximate locations shown on the plan attached to this Agreement as Exhibit C (the "**Work Plan**"), all at Grantee's sole cost and expense. The work shown on the Work Plan is referred to herein as the "Work." The depth of the tiebacks installed on the Property shall vary from approximately 8 feet below the surface to approximately 13 feet below the surface. Grantee shall have no right hereunder to enter on the surface of the Property or to install on the Property any material or improvements other than the Tiebacks.

3. Changes to Work. Except for minor changes in response to field conditions and except in the case of an emergency, Grantee shall not make material changes to the Work Plan without the prior written consent of Grantor in consultation with SFUSD, which consent shall not be unreasonably withheld, delayed or conditioned.

4. Review and Written Approval; Reimbursement of Engineering and Review Costs. Grantee shall submit to Grantor, for review and written approval by Grantor in consultation with SFUSD prior to the start of construction, a complete set of drawings and design calculations for the proposed shoring and support system that are part of the Work. Grantor in consultation with SFUSD shall not withhold written approval of such drawings and design calculations, so long as such items are substantially consistent with the approach described in the Work Plan. Grantee shall pay to Grantor all actual and reasonable fees incurred by Grantor for all engineering and field work in reviewing Grantee's drawings and design calculations for the shoring and support system. Written approval of such drawings and design calculations are for the purpose of determining whether the shoring and support system and activities related thereto will interfere with Grantor's or SFUSD's day-to-day use and operations on the Property, and not for determining the adequacy of the shoring and support system for the New Building. Grantee shall have the exclusive responsibility for the design, construction and installation of the New Building and the shoring and support system. In the event of a material change in the previously approved plans and specifications, Grantee shall pay all reasonable fees incurred by Grantor for an independent engineer, or another qualified engineer selected by Grantor and reasonably approved by

Grantee, to review such revised plans and specifications for the Work. As a condition to Grantee's obligation to pay the engineering fees described above, Grantor shall submit invoices to Grantee showing the itemized cost of and a general description of the services performed no later than one hundred eighty (180) days after the service was performed.

5. Pre-Condition Survey; As-Built Drawings. Prior to the commencement of construction of the Work, Grantee shall prepare pre-condition surveys and/or photographs to establish the condition of the surface of the Property and any improvements on the Property. Prior to the start of construction of the Work, Grantee shall furnish copies of all photographs of the Property as Grantor, in consultation with SFUSD, deems necessary to show the original condition thereof. Promptly upon completion of the installation of Tiebacks, Grantee shall furnish City's Director of Public Works, the City and County Surveyor, and SFUSD's Chief Facilities Officer with a complete copy of accurate and complete final as-built drawings for the Tiebacks showing, in detail, the locations and depths of the Tiebacks.

6. Insurance. Grantee shall cause its general contractor to obtain and maintain a policy of Owners and Contractors Protective Liability (OCP) insurance covering bodily injury and property damage liability arising out of the Work and the Excavation. Grantee shall provide Grantor with satisfactory evidence of such Coverage prior to commencement of the Work.

7. Indemnity. Grantee shall hold harmless, defend and indemnify Grantor and SFUSD, their respective officers, agents, employees and contractors, and each of them (collectively, the "**Indemnitees**"), from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (including, without limitation, reasonable attorneys' fees) resulting from or relating to this Agreement or any act or omission of Grantee or physical damage to the Improvements on the Property, to the extent caused by the Work or the Excavation. It is the express intent of the parties that Grantee will indemnify and hold harmless Indemnitees from any and all claims, suits or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of Indemnitees, Grantee, or any subcontractor or employee of any of these, except to the extent the liability was attributable to the gross negligence, willful misconduct or criminal acts of a particular Indemnitee. Without limiting the foregoing, Grantee shall, promptly after receipt of written notice from Grantor, repair any damage to the parking lot Improvements on the Property, to the extent caused by the Work or the Excavation.

8. Hazardous Materials.

(a) No Hazardous Materials (as defined below) shall be created, stored, used, disposed of, brought to or handled by Grantee at any time upon the Property, except in compliance with all applicable laws, statutes, ordinances, rules, regulations or orders of whatever kind or nature. In conducting its operations on the Property, and in arranging for the handling, transport and disposal of any materials known (whether or not hazardous), Grantee shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations or orders of whatever kind or nature and pay all costs of such compliance. Grantee shall immediately notify Grantor (at all of the Grantor notice addresses provided herein) when Grantee learns of, or has reason to believe that, a release of Hazardous Materials has occurred

in, on or about the Property. The term "release" or "threatened release" when used with respect to Hazardous Materials shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Property. Grantee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Grantee or its agents or invitees cause a release of Hazardous Materials, Grantee shall, without cost to Grantor or SFUSD and in accordance with all laws and regulations, return the Property to the condition immediately prior to the release. In connection therewith, Grantee shall afford Grantor and SFUSD a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Materials.

(b) Any Hazardous Materials introduced onto the Property by Grantee, its agents, employees, contractors, subcontractors or invitees, shall remain the property of Grantee, its agents, employees, contractors, subcontractors or invitees, which shall be responsible for disposing of these materials at no cost to City or any Indemnitee, and Grantee shall be obligated to defend, indemnify and hold Indemnitees harmless from any and all liability arising from it, regardless of whether such liability arises during or after the term of this Agreement, unless such liability was proximately caused by the negligent act or omissions and/or the willful misconduct of City and/or the Indemnitees. This indemnity shall not extend to liability arising from the presence of any Hazardous Materials on the Property as of the Effective Date, unless (i) such Hazardous Materials were introduced onto the Property by Grantee, its agents, employees, contractors, subcontractors or invitees, in which case this indemnity shall apply, or (ii) Hazardous Materials are present on the Property, and Grantee's handling, excavation, relocation, investigation, disposal or other exercise of control over the Easement area imposes on City or any Indemnitee new or additional liability, which City or such Indemnitee would not otherwise have incurred in the absence of Grantee's activities or project. (In the latter event, Grantee shall pay for and defend and indemnify Indemnitees from and against such additional liability to the extent of such new or additional liability.)

(c) For purposes of this Agreement, "Hazardous Materials" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Materials includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) or pursuant to Section 25316 of the California Health and Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health and Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances on the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.

(d) It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.

9. Mechanics' Liens. Grantee shall hold harmless, indemnify and defend Grantor and SFUSD from and against any mechanics' liens or other liens arising from the Work.

10. Condition of the Easement Area. Grantor makes no representations or warranties whatsoever under this Agreement with respect to the current physical condition of the Property, including the Easement area, and Grantor, SFUSD, and each successive owner or tenant of the Property or any portion thereof or interest therein shall have no responsibility under this Agreement with respect thereto, and the use of the Easement granted herein shall be with the Property in its "as is" physical condition. Grantee hereby waives any and all claims against Grantor, SFUSD, and each successive owner or tenant of the Property or any portion thereof or interest therein arising from, out of or in connection with the suitability of the physical condition of the Easement area for the Tiebacks.

11. Assumption of Risk/Waiver of Claims. Neither City nor SFUSD nor any of their respective directors, officers, agents or employees shall be liable for any damage to the property of Grantee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Property or its use by Grantee. Grantee expressly acknowledges and agrees that Grantor would not be willing to grant the Easement in the absence of a waiver of liability for consequential damages due to the acts or omissions of City, SFUSD or their respective agents, and Grantee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Grantee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Grantee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits) and covenants not to sue Indemnitees for such damages arising out of this Agreement or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Grantee pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence of Grantor or SFUSD, except for the gross negligence and willful misconduct of Grantor or SFUSD. In connection with the foregoing releases, Grantee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Grantee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Grantee realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Agreement.

12. Condition of Tiebacks; Removal of Tiebacks. Grantee acknowledges and agrees that neither Grantor nor SFUSD shall be responsible in any way for any of the Tiebacks, either during the installation of the Tiebacks or thereafter when the Work is completed. Grantor may remove the Tiebacks on or after the earlier of December 31, 2019 or the date on of completion of the New Building, to the extent necessary or desirable in connection with any construction or reconstruction on the Property. Grantor shall use reasonable efforts to give written notice to Grantee, together with a reasonably detailed description of the method of removal, prior to such removal, but Grantor shall not be required to obtain Grantee's consent to such removal.

13. Fee; Reimbursement of City Costs. Grantee has or will pay City a fee in the amount of Two Thousand Five Hundred Dollars ($2,500.00) for the Easement. In addition to such fee and any other payments required to be made by Grantee hereunder, Grantee shall reimburse City for costs and expenses incurred by City in connection with this Agreement, including reasonable attorneys' fees of City's legal counsel incurred in the negotiation, preparation and performance of this Agreement and the reasonable fees or expenses of City's Department of Real Estate and Department of Public Works in reviewing this Agreement and the Work Plan and other construction documents (the "**Reimbursable Fees**"), up to a total of Five Thousand Dollars ($5,000.00). Within thirty (30) days after receipt by Grantee of any written invoice from City for such Reimbursable Fees, Grantee will pay such invoiced amount directly to City, or as otherwise requested by City. If Grantee fails to make such payment within such thirty (30) day period, then (ii) interest shall accrue on any delinquent amount from the date such payment becomes delinquent until paid at the rate of ten percent (10%) per annum, and (ii) City may at its sole election refuse to allow Grantee or its agents to install additional Tiebacks in the Property until such payment is made.

14. Notices. All notices, certificates or other communications required or permitted to be given hereunder must be given in writing and must be delivered: (a) in person; (b) by U.S. Postal Service certified mail (postage prepaid, return receipt requested); or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. For the convenience of the parties, copies of notices given pursuant the foregoing may also be given by email to the addresses listed below or such other addresses as may be provided from time to time. Notices shall be directed as follows:

To Grantor: John Updike, Director of Property
25 Van Ness Avenue, Suite 400
San Francisco, CA 94012
Email: John.Updike@sfgov.org

with a copy to: David L. Goldin A.I.A.
Chief Facilities Officer
San Francisco Unified School District
135 Van Ness Avenue, Room 209
San Francisco, CA 94102

and a copy to:	Mohammed Nuru Director of Public Works 1 Dr. Carlton B. Goodlett Place City Hall, Room 348 San Francisco, CA 94102
To Grantee:	Chinese Hospital Association 845 Jackson Street San Francisco, CA 94133 Attention: Linda Schumacher Email: lindas@chasf.org

Each party may from time to time specify a different notice address or email address for copies of notices by sending a written notice to the other party in accordance with this Section. Notices delivered in person, by certified mail or by a courier shall be effective upon delivery or refusal to accept delivery.

15. Attorneys' Fees. If either party brings an action at law or in equity to enforce or interpret or seek redress for breach of this Agreement, then the prevailing party in such action shall be entitled to its litigation expenses and reasonable attorneys' and witness fees, in addition to all other appropriate relief. For purposes of this Agreement, reasonable fees of attorneys of the Office of City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

16. Default. Grantee's failure to perform any covenant or obligation of Grantee hereunder and to cure such non-performance within thirty (30) days of written notice by Grantor shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if Grantee commences such cure within such period and diligently prosecutes such cure to completion. Upon such default Grantor shall be entitled to all remedies and means to cure or correct such default, both legal and equitable, allowed by operation of law.

17. Governing Law: Venue. This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of California. The venue with regard to any litigation arising out of this Agreement shall be the City and County of San Francisco.

18. Tropical Hardwoods and Virgin Redwoods. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product or virgin redwood or virgin redwood wood product.

19. MacBride Principles - Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City also urges San Francisco companies to do business with

corporations that abide by the MacBride Principles. Grantee acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

20. Integrated Agreement; Modifications. The exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior representations, understandings and agreements, whether written or oral. No supplement, modification or waiver of any provision of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

21. Construction and Interpretation. The captions preceding the text of each section of this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. This Agreement has been fully negotiated at arms' length between the signatories hereto, after advice by counsel and other representatives chosen by such signatories, and such signatories are fully informed with respect thereto. Based on the foregoing, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party. Unless provided otherwise, the word "including" is used in its inclusive sense, and not in limitation. As used in this Agreement, the term "business days" means Mondays through Fridays, but excluding State and Federal Holidays.

22. Severability. If any provision contained in this Agreement becomes or is held by any court of competent jurisdiction to be invalid, the remaining provisions contained in this Agreement shall not be affected thereby.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument.

24. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement. No parties other than the parties expressly named herein (and their respective heirs, successors and assigns) shall have any right to enforce any provision of this Agreement.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

26. Recordation. This Agreement shall be recorded in the Official Records of the City and County of San Francisco, State of California.

[No further text this page.]

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, as of the day and year first above written.

GRANTOR:

CITY AND COUNTY OF SAN FRANCISCO

By: _____

Name: JOHN UPDIKE

Title: Director of Property

GRANTEE:

CHINESE HOSPITAL ASSOCIATION,
a California nonprofit corporation

By: _____

Name: Brenda Yee

Title: Chief Executive Officer

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: Anita L Wood
Anita L. Wood
Deputy City Attorney

RECOMMENDED:

SAN FRANCISCO UNIFIED SCHOOL DISTRICT,
a political subdivision of the State of California

By: _____
Myong Leigh
Deputy Superintendent, Operations and Policy

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Cassie Coleman
Sr. Deputy General Counsel
San Francisco Unified School District

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF San Francisco)

On March 22 2013, before me, Jeffrey Lo, personally appeared Brenda Fee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JEFFREY LO
COMM. #1860319
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Aug. 07, 2013

NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY

All of that certain real property situated in the City and County of San Francisco, State of California, being a portion of 50 Vara Block 135, said real property more particularly described as follows:

Beginning at a point on the Easterly line of Trenton Street, distant thereon 97 feet 6 inches Northerly from the Northerly line of Washington Street; running thence Northerly along said line of Trenton Street 40 feet; thence at a right angle Easterly 60 feet; thence at a right angle Southerly 40 feet, thence at a right angle Westerly 60 feet to the point of beginning.

Assessor's Block 192, Parcel 35

By: _____

Bruce R. Storrs
City and County Surveyor
LS 6914
Expires September 30, 2013

EXHIBIT B

DESCRIPTION OF GRANTEE PROPERTY

Attached

EXHIBIT B

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

BEGINNING at the point of intersection of the southerly line of Jackson Street and the easterly line of Stone Street; running thence southerly and along said easterly line of Stone Street 137 feet and 6 inches; thence at a right angle easterly 163 feet and 9 inches to a point; thence at a right angle northerly 137 feet and 6 inches to the southerly line of Jackson Street; thence at a right angle westerly along said southerly line of Jackson Street 163 feet and 9 inches to the point of beginning.

BEING a portion of 50 Vara Block No. 135.

Assessor's Lot 41; Block 192

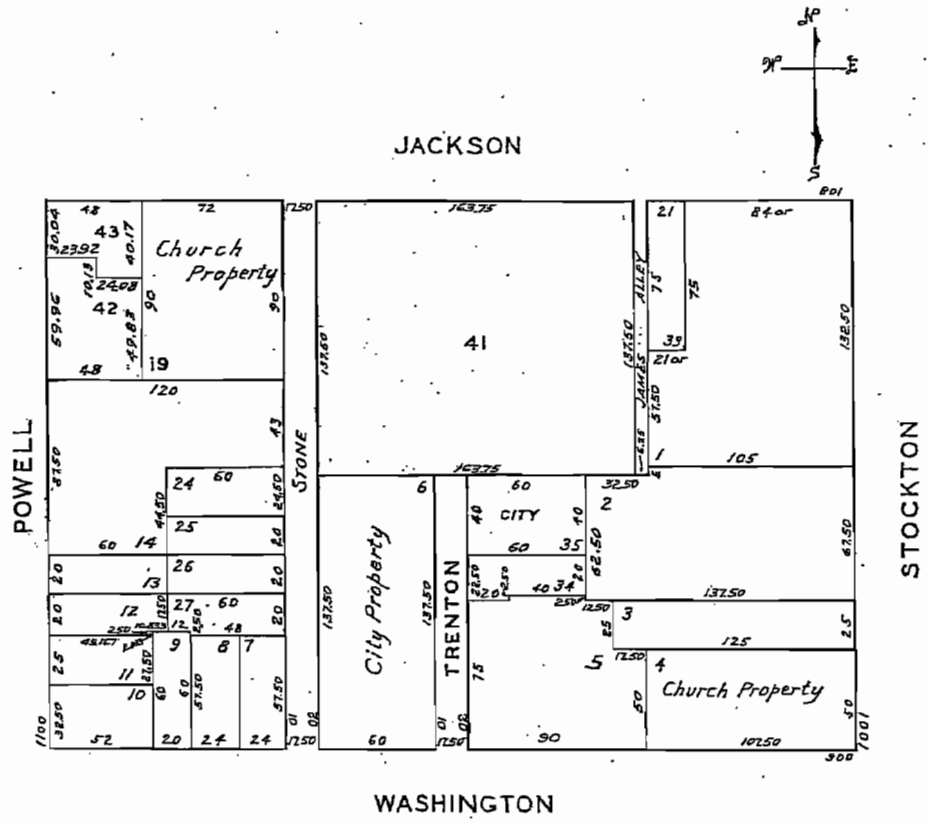
EXHIBIT B

192

50 VARA BLOCK 135

REVISED '62
" '64
" '71
" '79

LOTS MERGED
Lot 20 merged into lot 19 '43
" 32 " " 31 "
" 5A " " 5 '7930"
" 15,16,17,22,23 " " 14 '7935"
" 5A " " 5 '52



ASSESSED 90,344
CITY 10,650
BLK TOTAL 100,994 SQ. FT

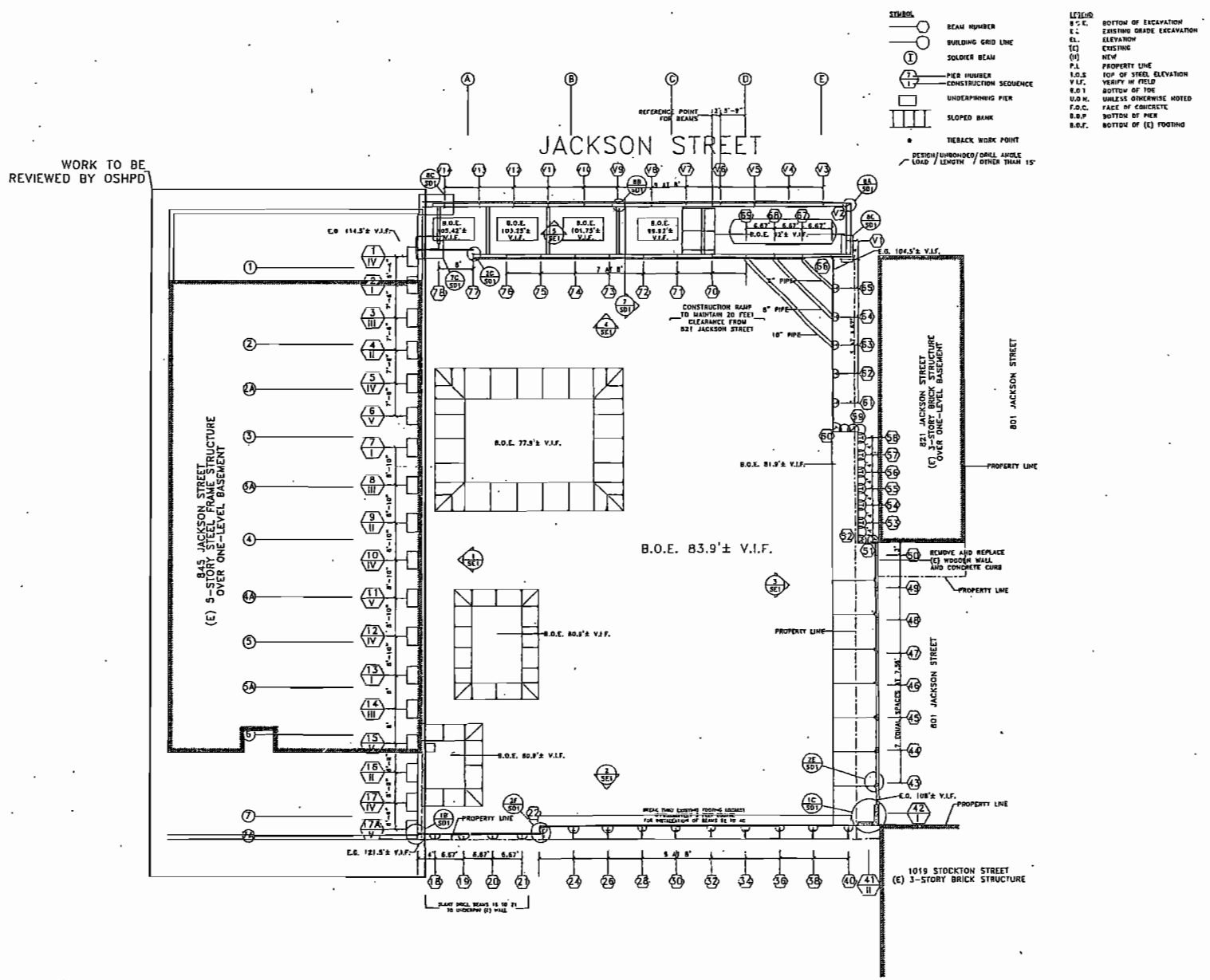
Page 2 2012

EXHIBIT C

PLANS AND SPECIFICATIONS FOR THE WORK

Attached

Exhibit C



CHINESE HOSPITAL
845 JACKSON STREET
SAN FRANCISCO, CA

OSHPD # IS-072017
Facility Number 14821

NEW ACUTE CARE HOSPITAL & SKILLED NURSING UNIT

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Dallas, TX 75206
Phone: 214.424.7500

CONSULTANTS:
ARUP
MAZZETTI & ASSOCIATES

OWNER'S CONSULTANTS:
KCA ENGINEERS
SURE ENGINEERS
TREADWELL & ROLLO

SURE ENGINEERS, INC.

Issued For	Rev.	Date
ENDORSEMENT	1	11-26-12

NOV. 26, 2012

REVIEWED & ACCEPTED WITH NC RESUBMITTAL OF 10/26/12
APPROVED

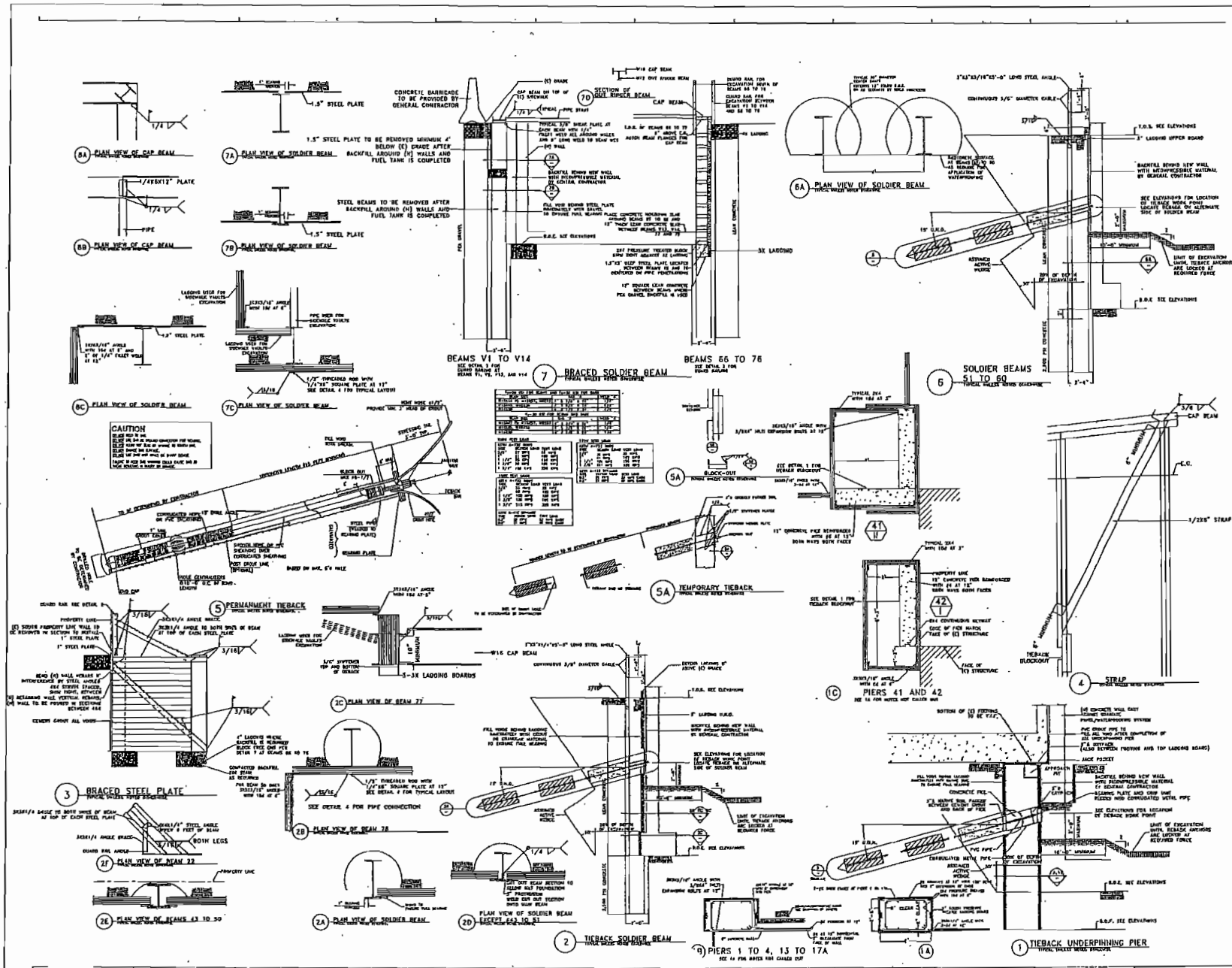
Key Plan

TRUE

SHORING AND UNDERPINNING PLAN

SP-1

11/26/12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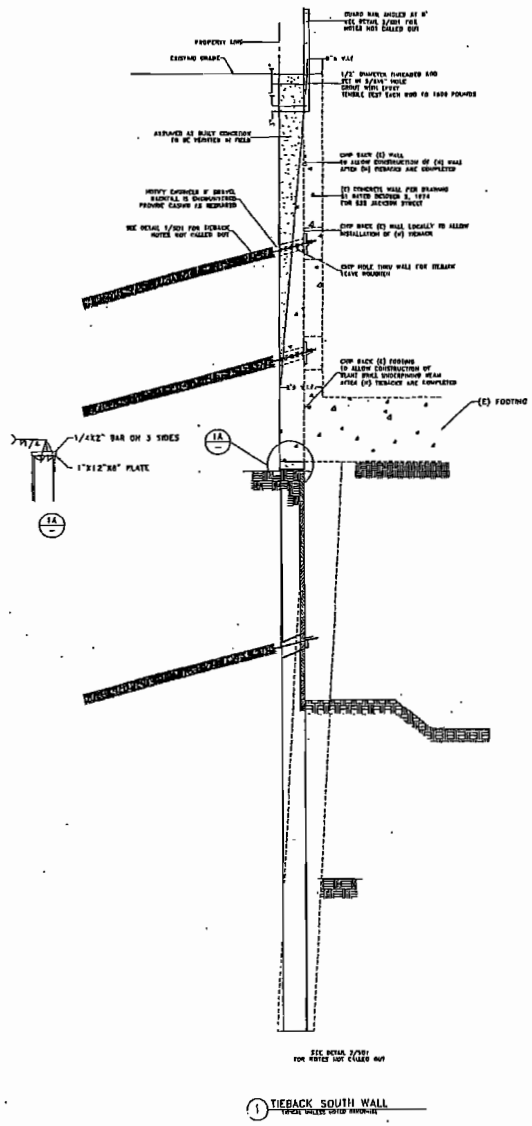
SUKE ENGINEERS
TREADWELL & ROLLO
SUKE ENGINEERS, INC.
APPROVED
NOV. 28, 2012
THUE
SHORING AND UNDERPINNING SECTIONS
SD-1
BEAMS V1 TO V14
BEAMS 66 TO 76
SOLDIER BEAMS 51 TO 60
7 BRACED SOLDIER BEAM
6 SOLDIER BEAMS 51 TO 60
5 PERMANENT TIEBACK
5A TEMPORARY TIEBACK
4 STRAP
3 BRACED STEEL PLATE
2 TIEBACK SOLDIER BEAM
1 TIEBACK UNDERPINNING PIER
9 PIERS 1 TO 4, 13 TO 17A
1C PIERS 41 AND 42
CAUTION



1 TIEBACK SOUTH WALL

CHINESE HOSPITAL

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BURE ENGINEERS, INC.

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TRUE

SHORING AND UNDERPINNING SECTIONS

SD-2

11/26/12

GENERAL NOTES

1. The information presented in these drawings consists of the design of soldier beams for temporary lateral loads support and concrete underpinning piers for permanent vertical loads support. Underpinning piers 1 to 17A included tiebacks for permanent lateral loads support.

   The shoring and underpinning systems are intended to be a construction bulkhead to allow excavation for the proposed building while retaining the surrounding earth, adjacent streets and buildings.
2. It is necessary to construct permanent earth retention structures to provide permanent lateral support at piers at piers 1 to 17A and all soldier beams. It assumed that the temporary earth retention system will be in service for approximately one year or less.
3. The term "Contractor" used in these notes and drawings is responsible for the proposed shoring and underpinning work. The term "General Contractor" refers to DPR. The term "Engineer" refers to SURE ENGINEERS. The term "Geotechnical Engineer" refers to Treadwell & Rollo. The term "Structural Engineer" refers to Arup.
4. All construction, material, and workmanship shall comply with all applicable requirements of California Construction and General Industry Safety Orders, the Occupational Safety and Health Act, the Construction Safety Act and latest edition of the following codes:
   2001 California Building Code.
   American Society for Testing and Materials.
   Post-Tensioning Institute Recommendation for Prestressed Rock and Soil Anchors
5. The Contractor will coordinate the use of drill rig and other equipment used to install soldier beams. Damage induced as a result of vibrations caused by these equipment is the responsibility of the Contractor.
6. The Contractor shall take extraordinary precautions concerning the preservation of the adjacent properties.
7. The General Contractor shall coordinate these drawings with drawings and specifications prepared by the Structural Engineer regarding the new and existing construction and conditions. The General Contractor should resolve any conflicts on the drawings with the Structural Engineer before proceeding with construction.
8. The General Contractor shall limit heavy vehicular traffic and storage of material within 10 feet of the shoring bulkhead or the top of sloped embankments. The maximum allowable construction load is limited to 200 pounds per square foot.
9. The General Contractor shall provide means to prevent surface water from entering the excavation over the top of shoring and soil slopes.
10. The General Contractor shall coordinate the mass excavation with the work to prevent unsafe over excavation. Excavation shall be conducted in such a manner as to prevent caving of banks and loss of ground. Excavation shall be done in steps, being coordinated with the installation of the bulkhead as outlined under "Procedures."
11. The General Contractor shall coordinate the use of heavy or earth moving equipment and compaction equipment. Damage induced as a result of vibrations caused by these equipment is the responsibility of others.
12. The General Contractor will be responsible for the removal of water within the site to allow the excavation and construction to proceed. The Contractor shall be responsible for control of water rejected to drilling and soldier beam installation. Procedures for this work are subject to review by the Geotechnical Engineer.
13. The General Contractor shall be responsible for providing appropriate methods dewater the site and the removal of water within the site to allow the excavation and construction to proceed. Ground water level shall drawn down 3 feet below bottom of excavation including bottom of underpinning piers. Procedures for this work are subject to review by the Geotechnical Engineer.
14. The Contractor shall determine the exact location of all existing utilities before commencing with drilling or driving operations. The Contractor agrees to be fully responsible for any and all damages that might be occasioned by its failure to exactly locate and preserve any and all underground utilities. The Engineer shall be consulted if utility lines or piping is encountered during operation. Care shall be used in drilling so that the following indications of utilities in the path of drilling are recognized:
   Foreign materials pulled from the hole.
14. Shoring beams and lagging or portions of them are to be removed by the General Contractor as required by the City of San Francisco after the permanent structures and backfill are in place.
15. The General Contractor shall provide barricades to protect pedestrians and vehicles from harm.

MATERIALS

1. Structural steel shall conform to ASTM specification A992 Grade 50.
2. Steel plate and angles shall ASTM specification A36.
3. Steel pipe shall conform to ASTM specification A-53 Grade B.
4. Steel tube shall conform to ASTM specification A-500 Grade B.
5. All welding shall be done by the shielded arc process using approved steelcodes per AWS specification E70XX (Low Hydrogen Electrodes).
6. Reinforcing steel shall conform to ASTM Specification A615, Grade 60, except that stirrups and ties #4 or smaller can be Grade 40. Splices shall be a minimum of 50 diameters.
7. Welded wire fabric shall conform to ASTM Specification A-185. Splices shall be a minimum of 6 inches.
8. Tiebacks anchors shall conform to the following:
   High strength threaded bars shall conform to ASTM A 722, have a minimum ultimate strength of 150,000 psi and may be proof stressed to 80 % of the ultimate strength.
   a. Permanent tiebacker anchor bars. Threadbars' conforming to ASTM A-722. Corrosion protection system: Double corrosion protection for anchor bars shall consist of a corrugated sheathing of polyvinyl chloride, polypropylene, or polyethylene installed concentrically over the full length of the bar with a minimum inside diameter of 5/16-inch larger than the maximum bar diameter, including over the ribs or an average grout cover of 0.2 inch. The annular space between the bar and the sheathing shall be fully grouted with Portland Cement grout. Corrugated polyvinyl chloride sheathing shall be made of a hard material with a
   minimum compressive strength of 15,000 psi and minimum tensile strength of 7,000 psi.
   b. Corrugated polypropylene sheathing shall conform to test designation grade A 26500B – by ASTM D2146.
   c. Smooth polyethylene shall conform to cell classification 533C413, per ASTM D3350.
   d. An additional light tilling smooth sheathing of polyvinyl chloride, polypropylene, or polyethylene shall be installed over the corrugated sheathing within the unbonded length.
   e. Contractor shall submit shop drawings for permanent tieback assembly for approval.
9. Anchorage devices and rod couplers for tiebacks shall have suitable physical properties to fully develop the minimum guaranteed ultimate strength of the tieback rods or strands
10. All threaded rods shall conform to ASTM Specification A-307.
11. Concrete for shotcrete walls, and underpinning piers shall attain a minimum compressive strength of 3,000 psi in 28 days and shall contain a minimum of 6 sacks of cement per cubic yard.
12. Grout anchors shall attain a minimum compressive strength of 3,000 psi in 28 days.
13. Concrete for the bottom portion (Toe) of each soldier beam shall shall attain a minimum compressive strengthen of 2,500 psi.
14. Lean concrete shall contain 1-1/2 sacks of cement or fly ash per cubic yard.
15. Drypack to consist of 2 parts sand and 1 part cement.
16. Grouted anchors shall be "COVERT INJECTION ADHESIVE" or equal.
17. Non Shrink grout shall be "SPECGROUT 215" or equal.
18. Wood lagging shall be rough Douglas Fir No. 2, graded in accordance with Grading Rules for Western Lumber and pressure treated for ground contact.
19. Wood lagging used under the foundation of 845 Jackson Street building shall be rough Douglas Fir No. 2, graded in accordance with Grading Rules for Western Lumber and pressure treated with minimum 0.6 pcf retention for permanent foundation use. Cut ends shall be coated with Copper Green.
20. Seams and posts shall be Douglas fir #2. Studs shall be utility grade in accordance with Grading Rules for Western Lumber.
21. All structural members shown maybe substituted with equal or greater sizes. Used steel and lagging may be substituted for new materials if they conform to requirements of new materials.

PROCEDURE FOR TIEBACK SOLDIER BEAMS

1. The Contractor shall hereby be made fully aware of the possibility of areas of sand, gravel, and gravely sands as shown on logs of borings and the possible problems caused by caving and sloughing during drilling, cancreting, or excavating.
2. Sheets are to be machine drilled. Use casing or slurry to prevent sloughing as required. Casing shall be removed as concrete placing progresses. Place soldier beams and concrete on the same day that the hole is drilled. Rigid tremie pipe shall be used to deposit concrete under water. Soldier beams shall be placed outside the new foundation wall and within 2 inches of the back of the new foundation wall.
3. Fill sheets with 2,500 psi concrete to elevations shown on the drawings. Fill the balance of sheets with lean sand concrete mixture.
4. Start excavating and placing lagging between soldier beams in lifts not to exceed 2'-0" or as required by the Geotechnical Engineer. Lagging shall have full bearing against the earth. Extreme care shall be used in placing lagging in order to prevent any loss of earth Fill voids behind lagging with granular material or grout, if required, to ensure full bearing.
5. Excavate down to the level of the tiebacks, with excavation not more than 2 feet below the level of the tiebacks.
6. Drill tieback holes to the depth required using a smooth wall cased hole drilling method:
   a. Air and / or water shall be injected under the drill stem to remove the drill cuttings from the earth anchor shaft.
   b. All water and loose materials shall be removed from the holes prior to installing of tiebacks.
   c. Tieback anchor rods with attached centralizing devices shall be installed into the shaft or through the drill casing. Installation of tieback anchor rod with attached centralizing devices into the shaft or through the drill casing shall proceed only after approval by the geotechnical engineer and the enforcement agency. Centralizing device shall not restrict movement of the grout.
   d. The angle of tiebacks can be increased or decreased by 5 degrees in the vertical and horizontal plane if it is deemed necessary by the Contractor, with prior approval by the Engineer, in order to meet conditions in the field.
   e. Install anchor rod. Fill the tieback hole beyond the potential active wedge with grout consists of 4.5 gallons of water with 94 lb Type II Portland Cement. The grout shall be pumped into place from the back of the hole toward the front.
   f. Fill balance of the hole tightly with grout and backfill length of tieback is sheathed with PVC pipe.
7. The Contractor shall design the tiebacks penetration length based on the site soil report and actual field conditions. The Contractor will be held responsible for redrill or replacement of tiebacks that fail to meet test loads and all costs involved.
8. The grouting equipment shall produce grout free of lumps and in dispersed cement The grouting equipment shall be sized to enable the grout to be pumped in continuous operation. The mixer shall be capable of continuously agitating the grout.
9. The quantity of grout and grout pressure shall be recorded. The grout pressure shall be controlled to prevent excessive heave in soils or fracturing rock formations.
10. Post grouting operation shall be performed after initial grout has set for 24-hours in the bond length only. Tiebacks shall be grouted over a sufficient length (threaded bar bond length) to transfer the maximum threaded bar force to the anchor grout. Post grout pressure shall be 300 psi, unless specified otherwise by the geotechnical engineer.
11. Testing of anchors may be performed 3-days after post-grouting operations provide grout has reached strength of 3,000 psi as required by FTI-2004 Section 6 11. In the following manner:
    a. Install anchorage. The Contractor shall install wedge washers as required to correct any misalignment of tiebacks with the angle steel. Performance test first two and 2% of these anchors to 150% of design load. Proof test these anchors by stressing to 125% of design load per Post Tensioning Institute recommended procedures.
    b. Anchors shall be stressed straight and true. Kinking or sharp curvature in anchors under tension shall be cause for rejection. The rod shall show no excessive movement (maximum 0.04") during the 1 and 10 minute load testing time, and the testing jack shall be capable of holding a test load for 10 minutes with no excessive bleeding off of pressure. Reduce the load to the design load and lock off the anchorage devices.
    c. Saw cut of rods shall be limited to 1 inch from the edge of the lock nut.
    d. In the event of a tieback's failure to achieve the test load, the ultimate load will be recorded. This particular tieback will then be assigned a value of 50% and locked at the 50% load. An additional tieback shall be installed. The new tieback is to be tested 2 feet below the failed tieback. This additional tieback shall attain the balance of the required load plus 25% test load.
12. Repeat steps in sequence for subsequent rows of tiebacks until all the tiebacks have been completed.
13. Continue excavating to the prescribed depth.

PROCEDURE FOR CANTILEVER SOLDIER BEAMS

1. The Contractor shall hereby be made fully aware of the possibility of areas of sand, gravel, and gravely sands as shown on logs of borings and the possible problems caused by caving and sloughing during drilling, cancreting, or excavating.
2. Sheets are to be machine drilled. Use casing or slurry to prevent sloughing as required. Casing shall be removed as concrete placing progresses. Place soldier beams and concrete on the same day that the hole is drilled. Rigid tremie pipe shall be used to deposit concrete under water. Soldier beams shall be placed within 3 inches of the back of the new foundation wall. If extremely hard rock is encountered for soldier beam toe drilling, the drill depth may be adjusted as determined by the Engineer.
3. Fill sheets with 2,500 psi concrete to elevations shown on the drawings. Fill the balance of sheets with lean sand concrete mixture.
4. Start excavating and placing lagging between soldier beams in lifts not to exceed 2'-0" or as required by the Soils Engineer. Lagging shall have full bearing against the earth. Extreme care shall be used in placing lagging in order to prevent any loss of earth. Fill voids behind lagging with granular material or grout, if required, to ensure full bearing.
5. Continue excavating to the prescribed depth.

PROCEDURE FOR TIEBACK UNDERPINNING PIERS

1. Excavate to a bench two feet above the bottom of the existing foundations that receive underpinning.
2. Sequences of underpinning shall not permit excavation of pits closer than 16 feet on center. Adjacent piers shall not be excavated within 24 hours after building load has been transferred to the pier that has been preloaded.
3. Underpinning excavation is to be performed in pits using horizontal wood lagging The exposed face of the pier shall be plumb.
4. Place reinforcing steel, form front surface of access pit and cast concrete, leaving space for 3 inches of drypack and a jack pocket.
5. After concrete has reached compressive strength of 3,000 psi. Preload the pier by jacking it to jacking load shown on elevation or until vertical movement is observed. Transfer the jacking load to the top of the pier by drypacking. After the drypack is cure for 24 hours prior to removing the jack or install steel shims, wedged tight, between bottom of existing footing and top of new underpinning pier. Drypack jack pockets. Subsequent excavations shall not be started until underpinning load has been transferred to all underpinning piers. General Contractor shall set up instrumentation to observe potential movement of existing foundation.
6. Start excavating and placing lagging between underpinning piers in lifts not to exceed 2'-0" or as required by the Geotechnical Engineer. Lagging shall have full bearing against the earth. Extreme care shall be used in placing lagging in order to prevent any loss of earth. Fill voids behind lagging with granular material or grout, if required, to ensure full bearing.
7. Excavate down to the level of the tiebacks, with excavation not more than 2 feet below the level of the tiebacks.
8. Drill tieback holes to the depth required using a smooth wall cased hole drilling method:
   a. Air and / or water shall be injected under the drill stem to remove the drill cuttings from the earth anchor shaft.
   b. All water and loose materials shall be removed from the holes prior to installing of tiebacks.
   c. Tieback anchor rods with attached centralizing devices shall be installed into the shaft or through the drill casing. Installation of tieback anchor rod with attached centralizing devices into the shaft or through the drill casing shall proceed only after approval by the geotechnical engineer and the enforcement agency. Centralizing device shall not restrict movement of the grout.
   d. The angle of tiebacks can be increased or decreased by 5 degrees in the vertical and horizontal plane if it is deemed necessary by the Contractor, with prior approval by the Engineer, in order to meet conditions in the field.
   e. Install anchor rod. Fill the tieback hole beyond the potential active wedge with grout consists of 4.5 gallons of water with 94 lb Type II Portland Cement. The grout shall be pumped into place from the back of the hole toward the front.
   f. Fill balance of the hole tightly with grout and backfill length of tieback is sheathed with PVC pipe.
9. The Contractor shall design the tiebacks penetration length based on the site soil report and actual field conditions. The Contractor will be held responsible for redrill or replacement of tiebacks that fail to meet test loads and all costs involved.
10. The grouting equipment shall produce grout free of lumps and in dispersed cement. The grouting equipment shall be sized to enable the grout to be pumped in continuous operation. The mixer shall be capable of continuously agitating the grout.
11. The quantity of grout and grout pressure shall be recorded. The grout pressure shall be controlled to prevent excessive heave in soils or fracturing rock formations.
12. Post grouting operation shall be performed after initial grout has set for 24-hours in the bond length only. Tiebacks shall be grouted over a sufficient length (threaded bar bond length) to transfer the maximum threaded bar force to the anchor grout. Post grout pressure shall be 300 psi, unless specified otherwise by the geotechnical engineer.
13. Testing of anchors may be performed 3-days after post-grouting operations provide grout has reached strength of 3,000 psi as required by FTI-2004 Section 6.11. In the following manner:
    PERMANENT TIEBACKS
    a. Install anchorage. The Contractor shall install wedge washers as required to correct any misalignment of tiebacks with the angle steel. Performance test first two, all double corrosion protected, and 2% of these anchors to 150% of design load. Proof test balance of these anchors by stressing to 150% of design load per Post Tensioning Institute recommended procedures.
    b. Anchors shall be stressed straight and true. Kinking or sharp curvature in anchors under tension shall be cause for rejection. The rod shall show no excessive movement (maximum 0.04") during the 1 and 10 minute load testing time, and the testing jack shall be capable of holding a test load for 10 minutes with no excessive bleeding off of pressure. Reduce the load to the design load and lock off the anchorage devices.
    c. Saw cut of rods shall be limited to 1 inch from the edge of the lock nut.
    d. In the event of a tieback's failure to achieve the test load, the ultimate load will be recorded. This particular tieback will then be assigned a value of 50% and locked at the 50% load. An additional tieback shall be installed. The new tieback is to be located 2 feet below the failed tieback. This additional tieback shall attain the balance of the required load plus 50% test load.
14. Repeat steps in sequence for subsequent rows of tiebacks until all the tiebacks have been completed.
15 Continue excavating to the prescribed depth.

INSPECTION, SURVEY MONITORING, AND OBSERVATION:

1. The shoring engineer shall make periodic inspections of the job site for the purpose of observing the installation of shoring system for the following (list limited to):
   a. Observe the installation of at least two soldier piles and tieback anchors.
   b. Observe the soldier pile excavation.
   c. Review of weekly monitoring reading.
2. Testing, inspection, and observation shall be in accordance with testing, inspection and observation requirements established by shoring engineer and approved by building officials. The following activities and materials shall be tested, inspected or observed by the Special Inspector and geotechnical engineer:
   a. Sampling and testing of concrete in soldier pile and tieback anchor shafts.
   b. Fabrication of tieback anchor packets on soldier beams
   c. Installation and testing of tieback Anchors.
   d. Survey monitoring of Soldier Pits & Tie-back load cells.
   e. Survey Monitoring of existing buildings.
3. Inspection and observation shall satisfy the requirements of this code, Chapters 17A. 18A, 19A, 22A, 23, and CCR Title 24, Part 1.
4. A complete and accurate record of all soldier pile locations, depths, concrete strengths, tieback locations and lengths, tie-back grout strength, quantity of concrete per pile, quantity of grout per tie-back and applied load tieback testing done, shall be maintained by the special inspector and geotechnical engineer. The shoring engineer shall be notified of any unusual condition encountered during installation.
5. Calibration data for each test jack, pressure gauge and master pressure gauge to be verified by the special inspector and geotechnical engineer. The calibration tests shall be performed by an independent testing laboratory and within 30 calendar days of the date submitted.
6. Monitoring point shall be established at the top and at the anchor heads of each soldier pile and at intermediate intervals as considered appropriate by the geotechnical engineer.
7. Control points shall be established outside the area of influence of the shoring system to ensure the accuracy of the monitoring readings.
8. The periodic basis of shoring monitoring, as a minimum, shall be as follows:
   a. Initial monitoring shall be performed prior to any excavation.
   b. Once excavation has begin, the periodic reading shall be taken weekly until excavation reached the estimated subgrade elevation and the permanent foundation is complete.
   c. If performance of the shoring is within established guidelines, shoring engineer may permit the periodic readings to be bi-weekly. Once installed, bi-weekly reading shall continue until the building slab of first floor level is completed and capable of transmitting lateral loads to the permanent structure. Thereafter, readings can be monthly.
   d. Where the building has been designed to resist lateral earth pressures, the periodic monitoring of the soldier piles and adjacent structure can be discontinued once the ground floor slab/ramp and subterranean portion of the structure is capable of resisting lateral soil loads and approval by the shoring engineer, geotechnical engineer and building officials.
   e. Additional readings shall be taken when requested by the special inspector, shoring engineer, geotechnical engineer or building official.
9. The survey data will be used by the shoring contractor to maintain alignment of the shoring face relative to back face of the new structure wall.
9. Monitoring reading shall be submitted to shoring engineer, engineer in responsible charge, and building officials within 3 working days after they are conducted. Monitoring readings shall be accurate to within 0.01 feet. Results are to be submitted in tabular form showing at least the initial data of monitoring and readings, current monitoring data and reading and difference between the two readings.
10. If the total cumulative horizontal or vertical movement (from start of construction) of the existing buildings reaches 1/4" or soldier piles reaches 1 1/2" all excavation activities shall be suspended until the cause is found, if any, can be determined. Supplemental shoring shall be devised to eliminate further movement and building officials shall review and approve the supplemental shoring before excavation continues
11. Monitoring of Tieback Anchor Loads:
    a. Load Cells shall be installed at the tieback heads adjacent to buildings at maximum interval of 50', with a minimum of one-load cells per wall.
    b. Load cell readings shall be taken once a day during excavation and once a week during the remainder of construction.
    c. Load cell readings shall be submitted to the geotechnical engineer, shoring engineer, engineer in responsible charge, and building officials.
    d. Load cells shall be terminated once the temporary shoring no longer provides support for the buildings.

MONITORING OF EXISTING STRUCTURES

1. The contractor shall complete a written and photographic log at all existing structures within 100 ft of the shoring, prior to construction. A licensed surveyor shall document all existing substantial cracks in adjacent existing structures.
2. Contractor shall document existing condition of wall cracks adjacent to shoring walls prior to start of construction.
3. Contractor shall monitor existing walls for movement or cracking that may result from adjacent shoring.
4. If excessive movement or visible cracking occurs, contractor shall stop work and shore / reinforce excavation and contact shoring engineer and building officials.
5. Monitoring of the existing structure shall take place once a day (in the morning prior to start of work) during the installing of shoring. Monitoring shall be performed by a licensed surveyor and shall consist of vertical and lateral movements.

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ENCROACHMENT	1	11-28-12

Seals and Signatures

NOV. 28, 2012

APPROVED

Office of Statewide Health Planning and Development
FACILITIES DEVELOPMENT DIVISION

Key Plan

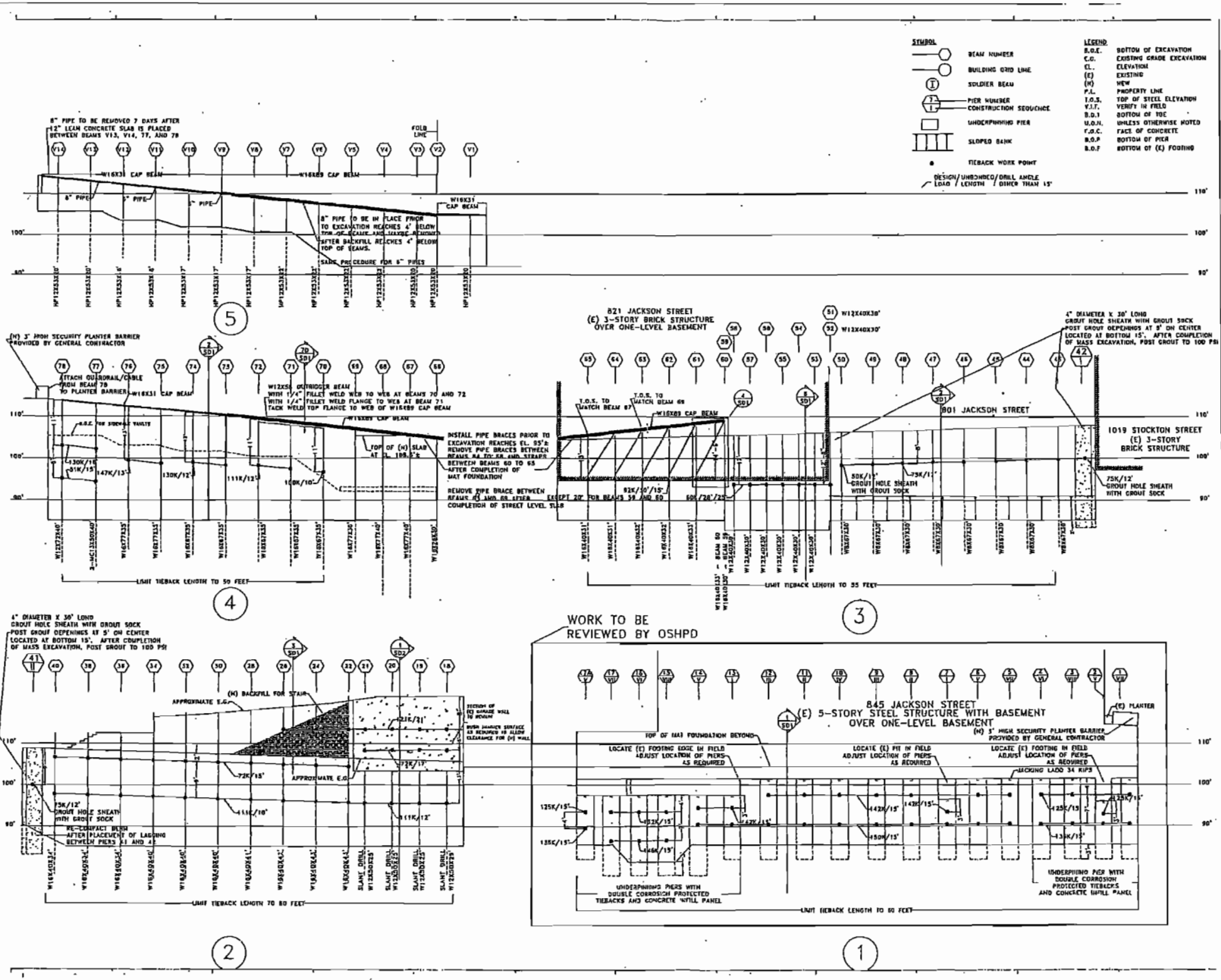
TRUE

Drawing Title
SHORING AND UNDERPINNING GENERAL NOTES

Project Number
074803

Drawing Number
SN-1

Print Date



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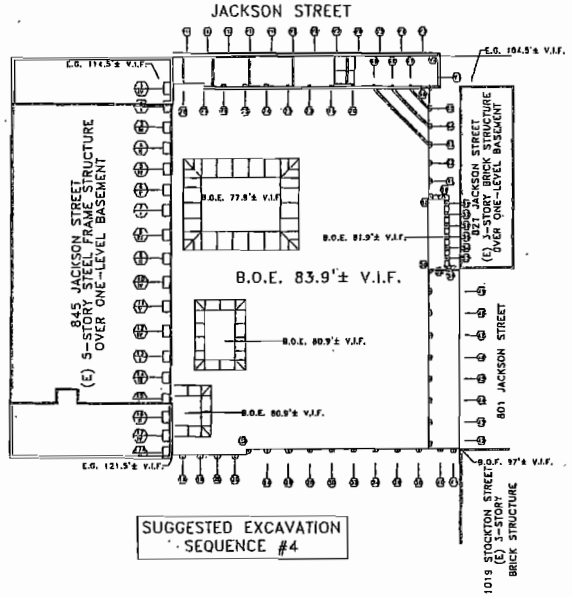
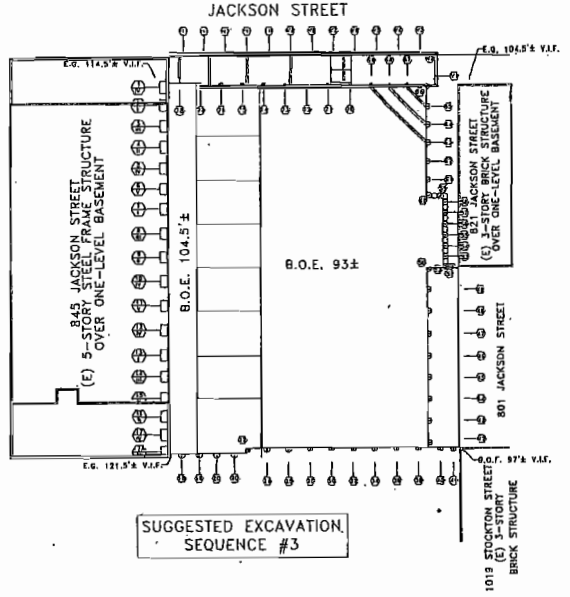
SHORING AND UNDERPINNING ELEVATIONS

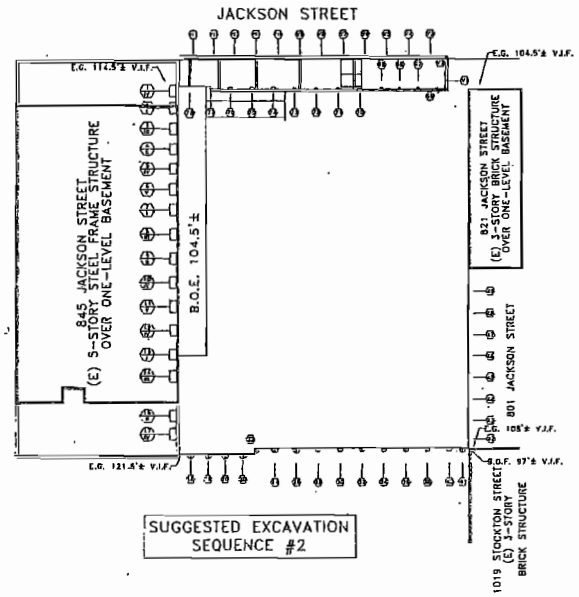
SE-1



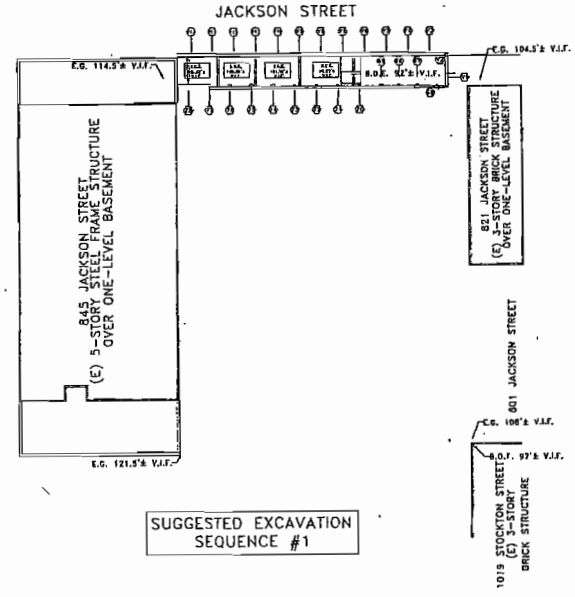
SUGGESTED EXCAVATION SEQUENCE #4



SUGGESTED EXCAVATION SEQUENCE #3



SUGGESTED EXCAVATION SEQUENCE #2



SUGGESTED EXCAVATION SEQUENCE #1

CHINESE HOSPITAL

845 JACKSON STREET
SAN FRANCISCO, CA

OSHPD # IS-072017
Facility Number 14621

NEW ACUTE CARE HOSPITAL & SKILLED NURSING UNIT

8588 North Central Expressway
Suite 400, MB 13
Dallas, TX 75206
Phone: 214 424.7500

CONSULTANTS:
ARUP
GIAZZETTI & ASSOCIATES
- KPA LANDSCAPE, INC.
- CJ ENGINEER

OWNER'S CONSULTANTS:
KCA ENGINEERS
SURE ENGINEERS
TREADWELL & ROLLO

SURE ENGINEERS, INC.

Issued For	Rev.	Date
[illegible]	1	11-12-13

NOV. 26, 2013

APPROVED

Key Plan

TRUE

SHORING AND UNDERPINNING SUGGESTED EXCAVATION SEQUENCE PLANS

SX-1

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

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

☒ 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.

☐ 2. Request for next printed agenda without reference to Committee.

☐ 3. Request for hearing on a subject matter at Committee.

☐ 4. Request for letter beginning "Supervisor _____ inquires"

☐ 5. City Attorney request.

☐ 6. Call File No. _____ from Committee.

☐ 7. Budget Analyst request (attach written motion).

☐ 8. Substitute Legislation File No. _____

☐ 9. Request for Closed Session (attach written motion).

☐ 10. Board to Sit as A Committee of the Whole.

☐ 11. Question(s) submitted for Mayoral Appearance before the BOS on _____

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission

☐ Planning Commission ☐ Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

Sponsor(s):

Supervisor David Chiu

Subject:

Chinese Hospital - Easement for Tiebacks

The text is listed below or attached:

See attached.

Signature of Sponsoring Supervisor: _____

For Clerk's Use Only:

130301

Resolution approving 1) the grant of a Tieback Subsurface Easement on Assessor's Parcel Number Block 192, Lot 035 ("Property") to the Chinese Hospital Association required for the Chinese Hospital Replacement Project (the "Project"); 2) adopting findings that the grant of subsurface easement is consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1; and environmental findings; 3) authorizing the Director of Property to execute documents, make certain modifications and take certain actions in furtherance of this resolution.

File No. 130301

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*	
Name of contractor: **Chinese Hospital Association, a nonprofit corporation**	
*Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use **additional pages as necessary.*** Brenda Yee, Chief Executive Officer	
Contractor address: 845 Jackson Street, San Francisco, CA 94133	
Date that contract was approved: *Subject to SF Board of Supervisors and Mayor's approval*	Amount of contract: Not to exceed $7,500
Describe the nature of the contract that was approved: Grant of Easement and Agreement	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☑ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer) — Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) — Date Signed