

FIRST AMENDMENT TO MOU

Port Reference MOU M-13828

This First Amendment to Memorandum of Understanding Port Reference M-13828 ("**First Amendment**") is entered into by and between the Municipal Transportation Agency, an agency of the City and County of San Francisco ("**MTA**") and the San Francisco Port Commission, an agency of the City and County of San Francisco ("**Port**").

RECITALS

A. Effective on July 30, 2005, Port and MTA entered into a lease of certain real property located at Pier 70 in the City and County of San Francisco, State of California as more particularly described in the "**Original MOU**". With Port's consent, as required by the Original MOU, MTA simultaneously entered into an agreement with Tegsco, LLC, dba San Francisco AutoReturn ("**AutoReturn**") to conduct automobile towing and storage operations for the City, which included a license to use the Port property for storage and other required services. MTA's agreement with AutoReturn expires on July 30, 2010. The Original MOU had a five year term expiring on July 30, 2010 and an extension option through March 1, 2012. Through correspondence (including a letter dated February 17, 2009 from Port to MTA), Port and MTA agreed to extend the Original MOU until March 1, 2012.

B. The Original MOU contemplated that it would be concurrent with the initial agreement with AutoReturn. MTA has determined that it will renew or extend its contract with AutoReturn ("**Licensee**") until July 31, 2015 without a competitive bid, subject to approval by the Board of Supervisors. Accordingly, the parties have agreed to extend the Original MOU to cover such term and possibly additional term with AutoReturn or another MTA contractor, subject to Port's consent to any license or agreement to allow the use of the premises at Pier 70.

C. On May 11, 2010, the Port Commission adopted Resolution 10-27 by which it (1) endorsed the vision, goals, objectives, and design criteria for the Preferred Master Plan for Pier 70; and (2) authorized Port staff to prepare and issue a competitive solicitation for a private development partner for the waterfront site ("**Waterfront Site**") described in the accompanying Port Commission staff report which encompasses the premises contemplated by this First Amendment. Port staff expects the following timeline for the competitive solicitation authorized by the Port Commission and for subsequent development activities: issue Waterfront Site competitive solicitation in June 2010; Port Commission selection of Waterfront Site developer in late 2010; initiate environmental review in 2011; commence infrastructure/remediation work requiring site access in late 2012; commence construction on Waterfront Site in 2013 or later; and occupy Waterfront Site in 2015 or later.

D. Port and MTA are negotiating the First Amendment for their mutual benefit and to benefit the citizens of San Francisco and the State of California, and this First Amendment speaks to this goal while assisting each agency with their respective needs, including a steady income stream at fair market value rent, space that is convenient and appropriate in a San Francisco location for tow customers and contractors and continuity of operations.

E. Port and MTA now desire to amend the Original MOU to: (i) permit the Port to reconfigure the Premises with one hundred-eighty (180) days notice from Port to MTA, with MTA's approval, and partial rent credits for some relocation costs; (ii) add an additional five (5) year term from the original expiration date and to allow a year to year holdover tenancy at an increased monthly base rate of 110% in the first year, and increased by 110% in the eighteenth month, with an annual CPI increase in each year of the term and annually during any holdover period of longer than 12 months; (iii) confirm that all of the requirements of the Original MOU apply to the renewed or extended agreement and license with AutoReturn and any other MTA contractor providing the services described; (iv) provide for partial or complete termination by either party with twelve (12) months notice; (v) allow Port to access up to 15% of the Premises

to facilitate development of Pier 70, with ninety (90) days notice from Port to MTA, with rent credits or third party reimbursement for specified relocation costs ; (vi) require MTA to conduct a relocation study; (vii) add a requirement that MTA comply with Port's Southern Waterfront Beautification Policy, which was adopted subsequent to the effectiveness of the Original MOU, through specified actions and to authorize rent credits for a portion of same; and (viii) make other changes consistent with the above.

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

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

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
2. Pursuant to Section 16 of the Original MOU, the parties agree that MTA is a successor of DPT and that MTA will fulfill all of the obligations and responsibilities and have all of the rights of DPT as set forth in the Original MOU. All references in the MOU to "DPT" shall now be to "MTA".
3. The parties agree that all of the provisions of the Original MOU remain in full force and effect with respect to the new, renewed or extended MTA license with AutoReturn and/or other future licenses or similar agreements to use the Premises or portions thereof with other future providers of tow services under contract with MTA. This includes without limitation, securing and maintaining a current BCDC permit (Sections 3(b) and 14(i)); compliance with the permitted uses and property use conditions, including Port approval of an Operations Plan (Sections 7 and 14); compliance with the terms of the MOU (Section 12); and Port's consent to any MTA license or similar agreement that allows use of the Premises (Section 12).
4. On the Effective Date of this First Amendment, Paragraph 3 of the Original MOU shall be amended to add a new subparagraph (f) as follows:

"3. Premises/Condition.

"f. Reconfiguration of Premises. Upon one hundred eighty (180) days notice from Port to MTA, and subject to MTA approval, Port may reconfigure the Premises by altering the boundaries of Parcel A and/or Parcel B, such that the new Parcel A and/or Parcel B contain the same approximate square footage shown and outlined on Exhibit A of this MOU. MTA shall be solely responsible for relocating vehicles and its other operations to accommodate such a reconfiguration. MTA shall be entitled to rent credits for half of the costs associated with relocating the fences, gates, lights, driveways, and other improvements pursuant to Section 5(e). Port may not require MTA to incur relocation costs that are eligible for rent credits under this section if One Hundred Fifty percent (150%) of the total value of all rent credits claimed under this MOU exceeds the total rent due for the Term. Port shall not be liable in any manner, and MTA and its licensee hereby waive any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Port's or its designees' entry onto the Premises under this Paragraph, except damage resulting directly and exclusively from the gross negligence or willful misconduct of Port or its designees and not contributed to by the acts, omissions or negligence of MTA or its licensees, Contactors or Invitees.

In order for rent credits to be authorized by Port for relocation costs under this section, MTA or its licensee must first obtain written approval from Port that the proposed costs are reasonable and MTA or its licensee must obtain all required governmental approvals including, but not limited to Port building permits for the work. After the completion of the work, as

evidenced by a certificate of completion or its equivalent by the Port's Chief Harbor Engineer, MTA must deliver to Port an itemized statement of the actual costs expended, accompanied by documentation substantiating all said expenditures. Such documentation of expenditures shall include: (i) copies of executed contracts; (ii) copies of invoices for labor, services and/or materials, copies of bills of lading, and/or copies of other bills or receipts for goods, materials and/or services; (iii) copies of canceled checks, and (iv) such other proofs of expenditure as may be reasonably requested by Port. Such appropriate proofs of expenditure may include copies of canceled checks; copies of contracts or invoices for labor, services and/or materials marked "Paid", or otherwise evidenced as having been paid; bills of lading marked "Paid"; other bills, contracts, receipts for goods materials and/or services marked "Paid"; and such other proofs of expenditure as may be reasonably approved by Port. All such proofs of expenditure must be directly attributable to the approved project."

5. On the Effective Date of this First Amendment, Paragraph 4 of the Original MOU shall be deleted and replaced with the following:

"4. Term, Early Termination; Holdover.

(a) Term. The Term of this MOU shall expire on July 31, 2015 ("**Expiration Date**").

(b) Holdover. Any holding over after the Expiration Date ("**Holdover Period**") shall not constitute a renewal of this MOU, but be deemed a holdover tenancy upon the terms, conditions, and covenants of this MOU, except as provided in Section 5(c). Either party may cancel the holdover tenancy upon twelve (12) months written notice to the other party. "Term" shall refer to the total time period during which this MOU is effective, including any holdover period.

(c) Early Termination. Either the Port Executive Director or the MTA Executive Director or their designees shall have the right to terminate the MOU as to all or a portion of the Premises at any time for any cause or without cause during the Term (including any holdover period) upon providing twelve (12) months written notice to the other party specifying the portion(s) of the Premises affected. Concurrent with the effective date either party's early termination of all or a portion of the Premises, rent will be reduced in proportion to the amount of square footage removed from the Premises and MTA shall amend or terminate the license with AutoReturn or any current licensee accordingly. In the event that Port seeks a partial termination under this paragraph, MTA shall be solely responsible for all costs associated with such modifications or reconfiguration that MTA in its sole discretion deems necessary, including all costs incurred by MTA or its licensee to relocate the operations, Premises, fences, gates, lights, driveways, and other improvements. "

6. On the Effective Date of this First Amendment, Paragraph 5(b) of the Original MOU shall be deleted and replaced with the following:

"b. Rent Adjustment. Commencing on the Effective Date of this MOU and on each anniversary date (the "**Anniversary Date**") thereafter, including any Anniversary Date during any holdover period, the Rent shall be adjusted on the first day of the month that immediately follows the Effective Date and on that same date in each succeeding year in direct proportion to the percentage increase in the SF Bay Area CPI for the month immediately preceding the applicable Anniversary Date ("**Current Index**") over the SF Bay Area CPI index for the month of June 2004 ("**Base Index**"). In no case shall the Rent, as adjusted, be less than the Rent in effect immediately prior to the Anniversary Date. If the Current Index has increased over the Base Index, the Adjusted Rent shall be determined by multiplying the Rent by a fraction, the

numerator of which is the Current Index and the denominator of which is the Base Index, as follows:

Current Index

$$\text{Base Index} \quad \times \quad \text{Rent} \quad = \quad \text{Adjusted Rent}''$$

7. On the Effective Date of this First Amendment, Paragraph 5(c) of the Original MOU shall be deleted and replaced with the following:

"c. Holdover Period Rent. If neither the Port nor MTA provides notice of Early Termination by July 31, 2014 and MTA holds over, monthly Rent shall increase as provided in Section 5(b) on the 5th Anniversary Date, with the Adjusted Rent so derived multiplied by one hundred ten percent (110%) to determine the monthly Rent for the first twelve (12) months of the Holdover Period. Rent will be adjusted as provided in Section 5(b) effective on the thirteenth (13th) month of the Holdover Period. If MTA holds over more than eighteen (18) months, monthly Rent shall increased to one hundred ten percent (110%) of the monthly rent in the seventeenth (17th) month of the Holdover Period and shall be subject to further increases every 12 months as provided in Section 5(b) on each Anniversary Date."

8. On the Effective Date of this First Amendment, Paragraph 5(d)(1) of the Original MOU shall be deleted and replaced with the following:

"1. Rent Abatement and Credits. If the Premises cease to be used for towing operations at any time due to damage sustained during the Term by fire, earthquake, or other casualty rendering the Premises unsuitable for occupancy, as determined by the Port's Chief Harbor Engineer pursuant to the Port Building Code, or are otherwise deemed legally not useable in either case for reasons not attributable to MTA's or its licensee's acts or omissions, Rent hereunder shall be abated and MTA shall have the option to terminate the MOU and shall be entitled to a prorated refund of any Rent or deposits paid. In the event the Premises cease to be used for more than two (2) consecutive months for towing operations, Port, at its option, may terminate this MOU."

9. On the Effective Date of this First Amendment, Paragraph 5(d)(2) of the Original MOU shall be deleted and replaced with the following:

"2. MTA shall be entitled to a proportional abatement in the Rent if the exercise of Port's rights under section 13(b) of this MOU results in the loss of use of the Premises or any portion thereof for a period in excess of thirty (30) days or in an area in excess of 250 square feet, or if MTA surrenders the possession of Parcel B to the Port for the sole reason that it is unable to obtain a BCDC permit for use of Parcel B consistent with this MOU. The opening of 22nd Street by the Port for non-exclusive, general circulation through the Pier 70 area may occur at the Port's sole option without Rent abatement. The planned alignment for the 22nd Street Extension is as shown on Department of Parking and Traffic, Division of Traffic Engineering drawing on file with the Port's Chief Harbor Engineer, entitled "New Pier 70 Roadway – Preliminary Striping Plan", dated June 28, 2001, File Name swl349sv newroad final.dwg. The parties recognize that the final alignment may deviate as necessary to effect the right of way improvement.

10. On the Effective Date of this First Amendment, Paragraph 5(d)(3) shall be deleted and replaced with the following:

"3. The parties agree that costs incurred to modify the original configuration of the Premises due to a surrender of possession of Parcel B to the Port due to MTA's inability to obtain a BCDC permit for use of Parcel B consistent with this MOU may not be offset from the Rent."

11. On the Effective Date of this First Amendment, Paragraph 5(d)(5) shall be added to the MOU to read as follows:

"5. Upon ninety (90) days prior written notice to MTA, Port may access up to fifteen percent (15%) of the Premises for purposes related to the development of Pier 70. MTA will cooperate to ensure that Port or its licensees, Contactors or Invitees have adequate access to the designated area(s) and shall be solely responsible for costs incurred by MTA or its licensee to relocate vehicles or its other operations to accommodate Port's access. MTA shall be entitled to rent credits pursuant to Section 5(e) or third-party reimbursement arranged by Port for all costs incurred by MTA or its licensee to relocate fences, gates, lights, driveways, and other improvements. Port may not require MTA to incur relocation costs that are eligible for rent credits under this section if One Hundred Fifty percent (150%) of the total value of all rent credits claimed under this MOU exceeds the total rent due for the Term. Notwithstanding the time and square footage limitations of Paragraph 5(d)(2), if the rights exercised by Port hereunder result in the loss of use of the designated area(s) of the Premises, MTA shall be entitled to a proportional abatement in Rent. Port shall not be liable in any manner, and MTA and its licensee hereby waive any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Port's or its designees' entry onto the Premises under this Paragraph, except damage resulting directly and exclusively from the gross negligence or willful misconduct of Port or its designees and not contributed to by the acts, omissions or negligence of MTA or its licensees, Contactors or Invitees.

In order for rent credits or third party reimbursement to be authorized by Port for relocation costs under this section, MTA or its licensee must first obtain written approval from Port that the proposed costs are reasonable and MTA or its licensee must obtain all required governmental approvals including, but not limited to Port building permits for the work. After the completion of the work, as evidenced by a certificate of completion or its equivalent by the Port's Chief Harbor Engineer, MTA must deliver to Port an itemized statement of the actual costs expended, accompanied by documentation substantiating all said expenditures. Such documentation of expenditures shall include: (i) copies of executed contracts; (ii) copies of invoices for labor, services and/or materials, copies of bills of lading, and/or copies of other bills or receipts for goods, materials and/or services; (iii) copies of canceled checks, and (iv) such other proofs of expenditure as may be reasonably requested by Port. Such appropriate proofs of expenditure may include copies of canceled checks; copies of contracts or invoices for labor, services and/or materials marked "Paid" or otherwise evidenced as having been paid; bills of lading marked "Paid"; other bills, contracts, receipts for goods materials and/or services marked "Paid"; and such other proofs of expenditure as may be reasonably approved by Port. All such proofs of expenditure must be directly attributable to the approved project."

12. On the Effective Date of this First Amendment, Paragraph 5(e) of the Original MOU shall be deleted and replaced with the following:

"e. Formula for Abatement/Credit. All rent credits available to MTA permitted by Section 3(f), Section 5(d)(4) and Section 5(d)(5) shall be applied against Rent payment obligation during the Term at a rate not greater than one half ($\frac{1}{2}$) of the applicable month Rent payment and shall be applied if and only if MTA is in good standing and is not in default of any of the terms of this MOU. In the event that the total of rent credits available to MTA pursuant to Section 3(f), Section 5(d)(4) and Section 5(d)(5) of this MOU exceeds an amount equal to one half ($\frac{1}{2}$) of the Rent payment for any one calendar month, the remaining available Rent Credit shall be carried forward to successive calendar months at a rate not to exceed one half ($\frac{1}{2}$) of the applicable Rent payment, until all available rent credits have been fully applied. In no event, however, shall MTA be entitled to the application of any rent credits or the value thereof, beyond the expiration or earlier termination of this MOU."

13. Section 15, Notices, shall be revised by replacing MTA's address with

"And if to MTA to:

San Francisco Municipal Transportation Agency
Attention: Steve Lee
One South Van Ness Avenue, 7th Floor
San Francisco, California 94103"

14. Presence of Hazardous Materials. California Law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, MTA is hereby advised that the reports listed in *Schedule 1*, copies of which have been made available to MTA describe known or suspected Hazardous Materials (as defined in the License) on or near the Premises. MTA acknowledges that the notice set forth in this section satisfies the requirements of California Health and Safety Code Section 25359.7 and related Laws. MTA must disclose the information contained in this Section to any subtenant, licensee, transferee, or assignee of MTA's interest in the Premises. MTA also acknowledges its own obligations pursuant to California Health and Safety Code Section 25359.7 as well as the penalties that apply for failure to meet such obligations.

15. Southern Waterfront Benefits. The Port's "Policy for Southern Waterfront Community Benefits and Beautification" identifies beautification and related projects in the Southern Waterfront (from Mariposa Street in the north to India Basin) that require funding. Under this policy, MTA shall provide the following community benefits and beautification measures in consideration for the use of the Premises. All improvements must be performed in accordance with Paragraph 14(f) of this MOU.

(a) Not sooner than Eighteen (18) months after the Effective Date of this First Amendment and not later than Twenty Four (24) months after the Effective Date of this First Amendment unless otherwise approved by Port, MTA or its licensee shall expend not less than Fifty Thousand Dollars (\$50,000) to design, produce and install signs and other interpretive devices describing the historic significance of the Port's Pier 70 site. The form, content and placement of such signs and other devices are subject to Port's consent in its sole discretion.

(b) MTA shall require its licensee to perform repairs as specified by Port to Building 12 Complex with costs not to exceed Four Hundred Fifty Thousand dollars (\$450,000.00). Port shall not require repairs to be conducted at the same time that it implements an extension of 22nd Street under Paragraph 5(d)(4). In consideration for completion of the repairs and expenditures related thereto, and upon approval by Port of Construction Costs, Port shall issue an appropriate rent credit (herein "**Building 12 Complex Repair Rent Credit**") to MTA in accordance with the terms of this Paragraph. "**Construction Costs**" are the actual costs incurred for labor, materials, contractor fees, and reasonable architecture and engineering fees in connection with the project pursuant to a bid obtained under a guaranteed not-to-exceed construction bid that is approved by the Port prior to issuance. The Building 12 Complex Repair Rent Credit shall be a sum equal to the Construction Costs or a sum not to exceed Four Hundred Fifty Thousand dollars (\$450,000.00), whichever is the lesser amount. The timing, scope and specification of the repairs shall be in the Port's sole discretion except that Port may not require Building 12 Complex repairs if the remaining rent owed by MTA for the Term minus rent credits owed to MTA pursuant to Section 3(f) and Section 5(d)(5) is less than One Hundred Fifty percent (150%) of the guaranteed not-to-exceed construction bid.

All rent credits available to MTA under this Paragraph shall be applied against Rent during the Term at a rate of 100% of the applicable month Rent payment and shall be applied if and only if MTA is in good standing and is not in default of any of the terms of this MOU. In the event that the total of rent credits available to MTA pursuant to this Paragraph exceeds an

amount equal to 100% of the Rent payment for any one calendar month, the remaining available Rent Credit shall be carried forward to successive calendar months at a rate not to exceed 100% of the applicable Rent payment, until all available rent credits have been fully applied. In no event, however, shall MTA be entitled to the application of any rent credits or the value thereof, beyond the expiration or earlier termination of this MOU.

In order for construction of the project to be authorized by Port: MTA must first obtain, prior to commencing the project, written approval from Port that the Construction Costs of the proposed project are reasonable; and MTA, or its licensee, must obtain all required governmental approvals, including, but not limited to building permits from the Port. After the completion of the approved project as evidenced by a certificate of completion or its equivalent by the Port's Chief Harbor Engineer, MTA must deliver to Port an itemized statement of the actual Construction Costs expended on the approved project, accompanied by documentation substantiating all said expenditures. Such documentation of expenditures shall include: (i) copies of executed contracts; (ii) copies of invoices for labor, services and/or materials, copies of bills of lading, and/or copies of other bills or receipts for goods, materials and/or services; (iii) copies of canceled checks, and (iv) such other proofs of expenditure as may be reasonably requested by Port. Such appropriate proofs of expenditure may include copies of canceled checks; copies of contracts or invoices for labor, services and/or materials marked "Paid"; or otherwise evidenced as having been paid; bills of lading marked "Paid"; other bills, contracts, receipts for goods materials and/or services marked "Paid"; and such other proofs of expenditure as may be reasonably approved by Port. All such proofs of expenditure must be directly attributable to the approved project."

16. Relocation Study. Within six (6) months of a written request by the Port, MTA will examine options to relocate AutoReturn or its current licensee and deliver a relocation study report to the Port in a form and manner jointly agreed to by Port and MTA.

17. Contract Monitor. The Contract Monitor, as defined in Section 8.8 of Appendix A, Scope of Work, of the Towing Agreement shall cooperate with and provide to Port such information in a form and frequency as Port reasonably requests to aid Port's determination of compliance with this MOU.

18. Operations Plan. Within One Hundred Twenty Days after the Effective Date, MTA shall require AutoReturn to update its Operations Plan and submit it to Port for approval by Port's Executive Director or her designee. The current Port-approved Operations Plan will continue to apply until the revised Operations Plan is approved by Port.

19. Entire Agreement. This First Amendment contains all of the representations and the entire agreement between the parties with respect to the subject matter of this agreement.

20. Miscellaneous. This First Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This First Amendment is made for the purpose of setting forth certain rights and obligations of MTA and the Port, and no other person shall have any rights hereunder or by reason hereof as a third party beneficiary or otherwise. As amended hereby, the MOU is hereby ratified and confirmed in all respects and shall remain in full force and effect. In the event of any inconsistencies between the terms of this First Amendment and the MOU, the terms of this Amendment shall prevail. Neither this First Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

21. Effective Date. The Effective Date of this First Amendment is July 31, 2010.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first written above.

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

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through its SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: Monique Moyer
MONIQUE MOYER
Executive Director
Port of San Francisco

By: Nathaniel Ford
NATHANIEL FORD
Executive Director
San Francisco Municipal Transportation Agency

Dated: 05-31-11

Dated: 6/10/2011

Port Commission Reso. 10-41

MTA Board Reso. 10-087

Adopted: 6/15/2010

Attest: R. Boomer
Secretary, MTA Board

REVIEWED:
DENNIS J. HERRERA, City Attorney

By: Rena H. Herrera

Deputy City Attorney

Amendment Prepared By: Brad Benson

BB
(initial)

SCHEDULE 1

ENVIRONMENTAL REPORTS AND DOCUMENTS REGARDING HAZARDOUS MATERIALS

SF MTA / AUTORETURN

MAY 11, 2010

PIER 70

1999 Annual Ground Water Monitoring Report For Piers 70 And 94, Tetra Tech, Inc., February 2000.

1999 Annual Ground Water Monitoring Report Piers 70 Tetra Tech Inc 02-2000, Tetra Tech, Inc., February 2000.

Activity Summary Report, Pier 70, Sca Environmental, Inc., 8/5/02.

Amended Report Of Waste Discharge Pier 70 Solid Waste Disposal Site, The Mark Group 8-20-90, Mark Group, August 20, 1990.

Appendices F And G - Chemical And Physical Data Tables, Volume 2 Of 3, Subchapter 15 Compliance, Pier 70, Solid Waste Disposal Site, Geo/Resource Consultants, Inc., December 1989.

Appendix H - Laboratory Data Reports, Volume 3 Of 3, Subchapter 15 Compliance, Pier 70, Solid Waste Disposal Site, Geo/Resource Consultants, Inc., December 1989.

Article 22a Compliance; City Tow, Pier 70, San Francisco; Pr0249798, Iris Environmental, January 9, 2004.

Article 22a Compliance; Former Car Crusher Building

Former City Tow, Pier 70; Ehs-Hwu Case Number 69, San Francisco Department Of Public Health, September 1, 2005.

Asbestos Abatement Report, Pick Your Part, Inc. Pier 70, Iris Environmental, May 21, 2001, Iris Environmental, May 21, 2001.

Assessment Of Suspect Asbestos-Containing Materials At The Pier 70 Office Building, 20th And Illinois Streets, Clayton Environmental Consultants, April 9, 1996.

Certification Report; Pick Your Part, Inc.; Pier 70, San Francisco, Ca, Iris Environmental, December 19, 2003.

Data Compilation Report & Appendices A Through E Data Logs, Vol. 1 Of 3, Subchapter 15 Compliance, Pier 70 Solid Waste Disposal Site, Geo/Resource Consultants, Inc., December 1989.

Final Summary Report, Soil Boring Sampling And Well Installation For Pier 70 Building Pcb Remedial Investigation, Pier 70 Mixed Use Opportunity Area

Engineering/Remediation Resources Group, Inc. Nov. 2005, Engineering/Remediation Resources Group, Inc., November 2005.

Geosource Data Compilation & Appendices A Through E Data Logs Report Vol. 1 Of 3 Subchapter 15 Pier 70 Solid Waste Disposal Site, December 1989, Geo/Resource Consultants, Inc., December 1989.

Groundwater Data Summary And Request To Rescind Waste Discharge Requirements; Pier 70 (Order 87-060) And Pier 94 (Order 87-061 Disposal Sites / Port Of San Francisco, Port Of San Francisco, August 17, 1999.

Hazardous Materials Investigation Of The Mariposa Facilities Project Area, July 1990, Erm-West, Inc., July, 1990.

Health And Safety Plan & Dust Control Mitigation And Monitoring Plan For Utility Installation And Soil Load Out Activities, Building 116 At Pier 70, Sca Environmental, Inc., 10/13/2009.

Order No. 00-030 / Rescission Of Waste Discharge Requirements In Order No. 87-060; City And County Of San Francisco / Pier 70 Class Iii Landfill, California Regional Water Quality Control Board, April 20, 2000.

Order No. 87-060 Updated Requirements; City And County Of San Francisco / Pier 70 Class Iii Landfill, California Regional Water Quality Control Board, 1987.

Pcb Removal, Corrective Action Plan, Pier 70, Building 50, Engineering-Remediation Resources Group, Inc. August 2003, Engineering/Remediation Resources Group, Inc., August 2003.

Phase I Environmental Site Assessment For Pier 70, Mixed Use Opportunity Area, Corner Of Illinois Street And 20th Street, Vol. I Of Ii, Environmental Site Assessment, Tetra Tech, Inc., August 1998.

Phase I Environmental Site Assessment For Pier 70, Mixed Use Opportunity Area, Corner Of Illinois Street And 20th Street, Vol. Ii Of Ii, Supplemental Documents, Tetra Tech, Inc., August 1998.

Phase I Brownfields, Environmental Site Assessment Report Pier 70, Ecology And Environment, Inc., March 2000.

Phase I Environmental Site Assessment For Pier 70 Maritime Use Area. Ecology And Environmental, Inc. March 2001, Ecology And Environment, Inc., March 2001.

Phase I Environmental Site Assessment For Pier 70, Mixed Use Opportunity Area, Corner Of Illinois Street And 20th Street. Tetra Tech, Inc. August 1998 (Vol. I), Tetra Tech, Inc., August 1998.

Phase I Environmental Site Assessment For Pier 70, Mixed Use Opportunity Area, Corner Of Illinois Street And 20th Street. Tetra Tech, Inc. August 1998 (Vol. Ii), Tetra Tech, Inc., August 1998.

Phase I Environmental Site Assessment, One-Acre Parcel On Swl 349, Pier 70. Iris Environmental, October 23, 2003, Iris Environmental, October 23, 2003.

Phase Ii Corrective Action Plan, Pcb Removal Action, Port Of San Francisco, Pier 70, Building 50. Engineering-Remediation Resources Group, Inc. June 2006, Engineering/Remediation Resources Group, Inc., June 2006.

Pier 70 Mixed Use Opportunity Area, Pcb Assessment, Targeted Brownfields Assessment Report, Ecology And Environment, Inc., 1/9/03.

Pier 70 Mixed Use Opportunity Area, Phase II, Targeted Brownfields Assessment Report. Ecology And Environment, Inc. November 2000, Ecology And Environment, Inc., November 2000.

Pier 70 Mixed Used Opportunity Area Pcb Assessment, Targeted Brownfields Assessment Report, Ecology And Environmental, Inc. January 2003, Ecology And Environment, Inc., January 2003.

Pier 70 Mixed Used Opportunity Area, Expanded Phase II Target Brownfields Assessment Report. Ecology And Environment, Inc. January 2004, Ecology And Environment, Inc., January 2004.

Pier 70, Building 101 Cleanup, Acc Environmental Consultants, February 22, 1996.

Pier 70, Mixed Use Opportunity Area, Phase II Brownfields Targeted Site Assessment, Draft Sampling And Analysis Plan, Ecology And Environment, Inc., August 2002.

Pier 70, Mixed Use Opportunity Area, Phase II Brownfields, Targeted Site Assessment Report, Ecology And Environment, Inc., November 2000.

Pier 70, Mixed Use Opportunity Area, Phase II Brownfields, Targeted Site Assessment, Sampling And Analysis Plan, Ecology And Environment, Inc., June 2000.

Removal Of Underground Tanks, Pier 70, Harding Lawson Associates, March 31, 1988.

Sample Analysis Plan, Pier 70 Building 50 Pcb Remedial Investigation, Pier 70 Mixed Use Opportunity Area, Engineering Remediation Resources Group Inc, September 2004, Engineering/Remediation Resources Group, Inc., September 2004.

Sampling And Analytical Report, Pier 70, Building 6, Curtis & Tompkins, Ltd, November 1983.

Site History Report And Work Plan City Tow, Pier 70, Iris Environmental, Inc. February 7, 2002, Iris Environmental, February 7, 2002.

Site History Report And Work Plan, City Tow, Pier 70, Iris Environmental, February 7, 2002.

Site Investigation Report, Former Crusher Building, Pick Your Part, Inc. Pier 70, Iris Environmental, July 13, 2004, Iris Environmental, July 13, 2004.

Soil Remediation Report, Pick Your Part, Inc. Pier 70, Iris Environmental, December 12, 2001, Iris Environmental, December 12, 2001.

Soil Remediation Report, Pick Your Part, Inc., Pier 70, Iris Environmental, December 12, 2000.

Soils Analysis Report And Mitigation Plan For The City Tow Facility; Pier 70, San Francisco, Ca, San Francisco Department Of Public Health, July 29, 2002.

Soils Analysis Report And Mitigation Plan, City Tow, Pier 70, Iris Environmental, 7/10/02.

Soils Analysis Report And Mitigation Plan; City Tow; Pier 70, San Francisco Pr0249798, San Francisco Department Of Public Health, October 10, 2002.

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