

FILE NO: 180569

Petitions and Communications received from May 14, 2018, through May 25, 2018, for reference by the President to Committee considering related matters, or to be ordered filed by the Clerk on June 5, 2018.

Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information will not be redacted.

From the Office of the Mayor, pursuant to Charter, Section 5.122(a), making the following appointments to the Early Care and Education Citizens Advisory Committee. Copy: Each Supervisor. (1)

- Reappointing **Meredith Osborn** - Seat 1 - term ending May 17, 2020
- Appointing **Fonda Davidson** - Seat 3 - term ending May 17, 2020
- Reappointing **Lygia Stebbing** - Seat 5 - term ending May 17, 2020

From the Office of the Mayor, pursuant to Charter, Section 4.109, resubmitting following appointments to the Police Commission. Copy: Each Supervisor. (2)

- **Joe Marshall** - term ending April 30, 2022
- **Sonia E. Melara** - term ending April 30, 2022

From the Office of the Mayor, pursuant to Administrative Code, Section 5.9, submitting State Legislation Committee approved bill positions from the May 23, 2018, meeting. Copy: Each Supervisor. (3)

From the Office of the Treasurer & Tax Collector, submitting a CCSF Monthly Pooled Investment Report for April 2018. Copy: Each Supervisor. (4)

From Public Works, pursuant to Administrative Code, Section 6.60(a), submitting declaration of emergencies for Division Circle. 4 letters. Copy: Each Supervisor. (5)

From the Bay Area Air Quality Management District, submitted the 2017 Annual Report. Copy: Each Supervisor. (6)

From the Commission of Animal Control and Welfare, pursuant to Health Code, Section 41.3, submitting the 2017 Annual Report. Copy: Each Supervisor. (7)

From the Office of Small Business, pursuant to Administrative Code, Section 2A.243(e)(1), submitting the 2017-2018 annual report of the Legacy Business Program. Copy: Each Supervisor. (8)

From the Planning Department, submitting an availability Notice of Availability Preparation of an Environmental Impact Report for the Hub Plan, 30 Van Ness Avenue

Project, 98 Franklin Street Project and Hub Housing Sustainability District. Copy: Each Supervisor. (9)

From the Office of the Controller, submitting an Economic Analysis Impact Report on File No. 180373. Copy: Each Supervisor. (10)

From the Office of Community Investment and Infrastructure (OCII), pursuant to Interagency Cooperation Agreement (ICA), Section 11.2(c) between the City and OCII, regarding Candlestick Point/Hunters Point Shipyard Phase 2 project. Copy: Each Supervisor. (11)

From Terry Chong, regarding the housing crisis, bag fee, and vacant retail stores. Copy: Each Supervisors. (12)

From Lindsey Quock of Perkins Cole LLP, submitting letters of support for the proposed legislation renaming Julius Kahn playground. Copy: Each Supervisor. (13)

From Donna Williams, regarding homelessness. Copy: Each Supervisor. (14)

From concerned citizens, regarding the proposed legislation amending the Administrative Code to prohibit landlords from seeking rent increases. 3 letters. Copy: Each Supervisor. (15)

From Jordan Davis, regarding the reappointments of Sonia Melara and Joseph Marshall to the Police Commission. File Nos. 180544 and 180543. Copy: Each Supervisor. (16)

From Public Defender Jeff Adachi, regarding the appointment of Cindy Elias to the Police Commission. File No. 180538. Copy: Each Supervisor. (17)

From concerned citizens, regarding the appointment of Cindy Elias to the Police Commission. File No. 180538. Copy: Each Supervisor. (18)

From concerned citizens, regarding the appointment of John Hamasaki to the Police Commission. File No. 180538. 12 letters. Copy: Each Supervisor. (19)

From Matthew King, President, Lozeau Drury LLP, regarding a CEQA and Land Use request for the project known as PPA Case No. 2018-001156PPA. Copy: Each Supervisor. (20)

From Kim, regarding the swans at the Palace of Fine Arts. Copy: Each Supervisor. (21)

From Tetra Tech, regarding the Land Use and Transportation Committee hearing on May 14, 2018. Copy: Each Supervisor. (22)

From Pacific Gas and Electric, submitting notice of request to increase rates for the Greenhouse Gas Financing costs application. Copy: Each Supervisor. (23)



From Annette Leung, regarding the appointment of Julie Soo to the Police Commission. Copy: Each Supervisor. (24)

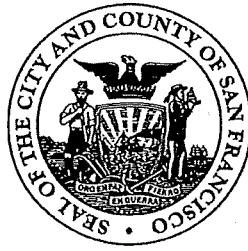
From Christine Harris, regarding motorized scooters. 2 letters. Copy: Each Supervisor. (25)

From Gary Pegueros, regarding Bay to Breakers. Copy: Each Supervisor. (26)

From the Planning Department's Historic Preservation Commission, regarding process for establishment of Cultural Districts. File No. 171140. (27)

From concerned citizens, submitting petitions to reappoint Kathrin Moore, 252 signatures and Dennis Richards, 107 signatures to the Planning Commission. Copy: each Supervisor. (28)

BOARD of SUPERVISORS




City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

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## MEMORANDUM

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Date: May 18, 2018  
To: Honorable Members, Board of Supervisors  
From:  Angela Calvillo, Clerk of the Board  
Subject: APPOINTMENTS BY THE MAYOR

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On May 17, 2018 the Mayor submitted the following complete appointment packages to the Office of Early Care and Education Citizens Advisory Committee.

- Reappointing **Meredith Osborn** - Seat 1 - term ending May 17, 2020
- Reappointing **Lygia Stebbing** - Seat 5 - term ending May 17, 2020
- Appointing **Fonda Davidson** - Seat 3 - term ending May 17, 2020

Pursuant to Administrative Code, Section 5.122(a), the appointment shall be effective when the Mayor makes the appointment but may be rejected within 30 days by a two-thirds vote of the Board:

Please notify me in writing by 5:00 p.m., Friday, June 1, 2018, if you would like this appointment to be scheduled.

(Attachments)

OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK E. FARRELL  
MAYOR

May 17, 2018

Angela Calvillo  
Clerk of the Board, Board of Supervisors  
San Francisco City Hall  
1 Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Ms. Calvillo,

Pursuant to Administrative Code of the City and County of San Francisco, I hereby make the following reappointments and appointment to the Office of Early Care and Education Citizens' Advisory Committee:

Meredith Osborn to Seat 1, parent or guardian of child enrolled in an early care and education program, for a term ending May 17, 2020.

Fonda Davidson to Seat 3, from an early care and education program that serves infants and toddlers, assuming the seat formerly held by Yohana Quiroz, for a term ending May 17, 2020.

Lygia Stebbing to Seat 5, a representative of an institution of higher education, for a term ending May 17, 2020.

I am confident that Ms. Osborn, Ms. Davidson and Dr. Stebbing will serve our community well. Attached is their qualifications to serve, which will demonstrate how these appointment will enhance the work of the Office of Early Care and Education to provide comprehensive, life changing services to our City's lowest income families.

Should you have any questions related to this appointment, please contact my Deputy Chief of Staff, Francis Tsang, at 415-554-6467.

Sincerely,

A handwritten signature in blue ink that reads "Mark E. Farrell".

Mark E. Farrell  
Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 17 PM 3:21

OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK E. FARRELL  
MAYOR

May 17, 2018

Angela Calvillo  
Clerk of the Board, Board of Supervisors  
San Francisco City Hall  
1 Carlton B. Goodlett Place  
San Francisco, CA 94102

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 17 PM 3:21  
H

Dear Ms. Calvillo,

Pursuant to Section 4.109 of the Charter of the City and County of San Francisco, I hereby make the following nominations for reappointment:

Joseph Marshall to the Police Commission, for a term ending April 30, 2022

Sonia Melara to the Police Commission, for a term ending April 30, 2022

I am confident that Dr. Marshall and Ms. Melara – both electors of the City and County – will continue to serve our community well. Attached are their qualifications, which demonstrate how these reappointments represent the communities of interest, neighborhoods and diverse populations of the City and County of San Francisco.

I am pleased to resubmit their nominations to the Police Commission, and urge the Board of Supervisors to confirm these reappointments.

Should you have any questions related to these reappointments, please contact my Deputy Chief of Staff, Francis Tsang at (415) 554-6467.

Sincerely,

A handwritten signature in blue ink that reads "Mark E. Farrell".

Mark E. Farrell  
Mayor

BOARD of SUPERVISORS




City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

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## MEMORANDUM

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Date: May 17, 2018  
To: Members, Board of Supervisors  
From:  Angela Calvillo, Clerk of the Board  
Subject: REAPPOINTMENTS BY THE MAYOR - Police Commission

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On May 17, 2018, the Mayor has re-submitted the following reappointment packages to the Police Commission pursuant to Charter, Section 4.109 (the original reappointment packages were received on April 5, 2018; and the Motions were "Not Approved" by the Board on May 15, 2018):

- **Joe Marshall** - term ending April 30, 2022
- **Sonia E. Melara** - term ending April 30, 2022

Pursuant to Charter, Section 4.109, the Mayor's nominations shall be the subject of a public hearing and vote within 60 days. If the Board of Supervisors fails to act on a mayoral nomination within 60 days of the date the nomination is transmitted to the Clerk of the Board of Supervisors, the nominee shall be deemed confirmed.

The Office of the Clerk of the Board will open files for these nominations and a hearing will be scheduled before the Rules Committee.

(Attachments)

c: Alisa Somera - Legislative Deputy  
Jon Givner - Deputy City Attorney  
Andres Power - Mayor's Legislative Liaison

OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK E. FARRELL  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Kathryn Angotti, Office of Mayor Mark E. Farrell  
RE: State Legislation Committee Bill Positions May 23, 2018 Meeting  
DATE: May 23, 2018

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 23 PM 4:39  
BY: [Signature]

Dear Madam Clerk:

Please also be advised that the State Legislation Committee approved the following positions on legislation pending before the California State Legislature:

AB/SB	Bill #	Author	Title	Adopted Position
AB	2074	Bonta	Damages: lead-based paint	Support
SB	1014	Skinner	Zero-emission vehicles	Support
AB	2061	Frazier	Near-zero-emission and zero-emission vehicles	Support
AB	3232	Friedman	Zero-emissions buildings and sources of heat energy	Support
AB	3178	Rubio	Integrated waste management plans: source reduction and recycling element: diversion requirements	Oppose
SB	1335	Allen	Solid waste: food service packaging: state agencies, facilities, and property	Support
AB	2411	McCarty	Solid waste: use of compost: planning	Support
AB	1749	Daly	Workers' compensation: off-duty peace officer	Oppose Unless Amended
AB	2334	Thurmond	Occupational injuries and illness: employer reporting requirements: electronic submission	Oppose
AB	2358	Carrillo	Apprenticeships: discrimination: prohibition	Support
AB	2841	Fletcher	Sick leave: accrual and use	Continue
AB	2970	Cooper	Public employees: new employee orientations	Oppose



AB	3121	Kalra	Evidentiary privileges: union agent-represented worker privilege	Continue
SB	1086	Atkins	Workers' compensation: firefighters and peace officers	Support
AB	2934	Stone	Residential lead-based paint hazard reduction program: county health departments: certification	Support if Amended
AB	2430	Arambula	Medi-Cal: program for aged and disabled persons	Support
SB	1125	Atkins	Federally qualified health center and rural health clinic services	Support
AB	626	Garcia	California Retail Food Code: microenterprise home kitchen operations	Support if Amended
AB	3118	Chiu	Sexual assault: investigations	Support
AB	2034	Kalra	Human trafficking: notice	Support
SB	826	Jackson	Corporations: boards of directors	Support
SB	1449	Leyva	Rape kits: testing	Support
AB	2138	Chiu, Low	Licensing boards: denial of application: revocation or suspension of licensure: criminal conviction	Support
AB	3201	Daly	California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program	Support
SB	1434	Leyva	Transportation electrification: electricity rate design	Support
AB	2363	Friedman	Vision Zero Task Force	Support if Amended

Present at the meeting were representatives from the Mayor's Office, Office of President Breed, Office of Supervisor Stefani, City Attorney's Office, and Controllers Office.

Absent were representatives from the Treasurer's Office and Assessor's Office. In addition, please find attached the approved minutes from the April 18, 2018 meeting.

Should the Board of Supervisors wish to find more information on these matters, they may do so at the following link: <http://sfgov.org/slc/>.

OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK E. FARRELL  
MAYOR

Sincerely,

A handwritten signature in black ink that reads "Kathryn Angotti".

Kathryn Angotti  
Director of State and Federal Legislative Affairs  
Office of Mayor Mark E. Farrell.





**STATE LEGISLATION COMMITTEE  
MINUTES**

**Wednesday, April 18<sup>th</sup>, 2018**

**1:30pm – 3:30pm**

**City Hall, Room 201**

**MEMBERS:**

Mayor's Office (Chair) – Kathryn Angotti  
President Breed – Andrea Bruss  
Supervisor Stefani – Jack Gallagher  
City Attorney's Office – Mary Jane Winslow  
Treasurer's Office – Amanda Fried  
Assessor's Office – Vacant  
Controller's Office – Risa Sandler

**AGENDA**

**I. ROLL CALL**

**Present:** Kathryn Angotti, Andrea Bruss, Jack Gallagher, Mary Jane Winslow, Amanda Fried, Risa Sandler

**Absent:** Assessor's Office – Vacant

**II. APPROVAL OF MEETING MINUTES (Action Item).** Discussion and possible action to approve the minutes from the meeting of March 14, 2018.

No public comment.

Motion to approve: Amanda Fried

Seconded by: Kathryn Angotti

Approved: 6-0

**III. STATE LOBBYIST OVERVIEW AND UPDATE (Discussion Item).** The City's state lobbyist will present to the Committee an update on State legislative matters.

**IV. PROPOSED LEGISLATION (Discussion and Action).** Discussion and possible action item: the Committee with review and discuss state legislation affecting the City and County of San Francisco. Items are listed by Department, then by bill number.

**Mayor's Office**

Presenter: Kathryn Angotti / Conor Kennedy / Aneeka Chaudhry

- a. SB 822 (Wiener) Communications: Broadband Internet Access service  
*Recommended Position:* Support

This bill would reinstate the federal net neutrality protections for consumers in the State of California.

- b. SB 1045 (Wiener)

*Recommended Position:* Support and Sponsor

This bill proposes a new type of conservatorship to serve those experiencing the combined weight of chronic homelessness, serious mental illness, and substance use disorder.

No public comment.

Committee Comments: Andrea Bruss communicated President Breed's support for SB 1045 (Wiener)

Motion to approve: Andrea Bruss

Seconded by: Mary Jane Winslow

Approved: 6-0

## **Department of Homelessness and Supportive Housing**

Presenter: Emily Cohen

- a. AB 2161 (Chiu)

*Recommended Position:* Support and Amend

This bill will direct the Department of Housing and Community Development to create an integrated data warehouse to combine and reconcile data from the state's 43 homeless management information systems.

- b. AB 3171 (Ting) Local Homelessness Solutions Fund

*Recommended Position:* Support and Sponsor

This bill creates a \$1.5 billion Local Homelessness Solutions Fund to be made available to cities based on their proportion of the state's homeless population.

No public comment.

Motion to approve: Amanda Fried

Seconded by: Andrea Bruss

Approved: 6-0

## **City Attorney**

Presenter: Mary Jane Winslow, Owen Clements

- a. AB 2073 (Chiu) Public nuisance: abatement: lead-based paint

*Recommended Position:* Support

This bill would provide immunity to any property owner who participates in a program to abate lead-based paint that was created as a result of a judgment or settlement in any public nuisance or similar litigation.

No public comment.  
Motion to approve: Mary Jane Winslow  
Seconded by: Amanda Fried  
Approved: 6-0

## **Port of San Francisco**

Presenter: Brad Benson

- a.** AB 2578 (Chiu)  
*Recommended Position:* Support and Sponsor  
This bill would give the state a mechanism to contribute to the Seawall Earthquake Safety Program and would generate an estimate of \$55 million in the first ten years of the program. An estimate of \$250 million over its lifetime.

No public comment.  
Motion to approve: Kathryn Angotti  
Seconded by: Mary Jane Winslow  
Approved: 6-0

## **Human Services Agency**

Presenter: Susie Smith

- a.** AB 2043 (Arambula) Foster youth: Family urgent response system  
*Recommended Position:* Support  
This Bill would create the California Family Urgent Response system which would establish a statewide toll-free 24 hour hotline for caregivers and children experiencing emotional, behavioral or need immediate help and require counties to establish mobile response team.
- b.** AB 2066 (Stone and Reyes) Personal income taxes: credit: earned income: eligible individual  
*Recommended Position:* Support  
This bill would extend the eligibility for existing California Earned Income Tax Credit to those currently excluded from the federal and state EITCs.
- c.** AB 2083 (Cooley) Foster youth: trauma-informed system of care  
*Recommended Position:* Support  
This bill requires county-level and state-level MOU's between agencies directly responsible for the most-traumatized children in foster care in order to better provide placement and services.
- d.** AB 2119 (Gloria) Foster care: gender affirming health care and behavioral health services  
*Recommended Position:* Support

This bill clarifies that child welfare agencies are to ensure that Transgender non-confirming foster youth and non-minor dependents can get access to gender-affirming care consistent with established medical standards.

- e. AB 2292 (Aguiar-Curry) Child care: reimbursement rates: startup costs: grants.

*Recommended Position:* Support

This bill will increase state rates for infant and toddler care, creating a grant program to fund implementation and start-up costs of new child facilities, and establish a fund to recruit new family child care providers.

- f. AB 2637 (O'Donnell) CalWORKs: aid amounts: education support payments

*Recommended Position:* Support

This bill would create the CalWORK's Education Support Payment (ESP) program, making a child receiving CalWORKs aid who attains a high school diploma or equivalent, eligible to receive a one-time education support payment of \$500.

- g. SB 982 (Mitchell) CalWORKs: grant amount

*Recommended Position:* Support

This bill seeks to end extreme poverty for children by setting a floor for CalWORK's grants at 50% of the Federal Poverty Guidelines.

No public comment.

Motion to approve: Amanda Fried

Seconded by: Jack Gallagher

Approved: 6-0

### **Municipal Transportation Agency and Mayors Office on Disability**

Presenters: Jadie Wasilco

- a. SB 1376 (Hill) Transportation network companies: accessibility for persons with disabilities

*Recommended Position:* Support

This bill would direct the California Public Utilities Commission to develop regulations relating to accessibility for persons with disabilities.

No public comment.

Motion to approve: Jack Gallagher

Seconded by: Amanda Fried

Approved: 6-0

### **Office of Economic Workforce and Development and SF Film Commission**

Presenter: Lisa Pagan

- a. AB 2463 (Quirk-Silva and Cervantes) Small business Assistance Act of 2018

*Recommended Position:* Support

This bill establishes the Small Business Assistance Program for the purpose of providing matching funds to federally designated small business assistance centers.

No public comment.

Motion to approve: Risa Sandler

Seconded by: Jack Gallagher

Approved: 6-0

### **Department of Public Health**

Presenter: Max Gara

- a. AB 2798 (Maienschein) Hospitals: licensing

*Recommended Position:* Support

This bill would establish specific time frames for the California Department of Public Health to approve applications submitted by a general acute care hospital or an acute psychiatric hospital to modify, add or expand a service or program.

No public comment.

Motion to approve: Amanda Fried

Seconded by: Kathryn Angotti

Approved: 6-0

### **Arts Commission**

Presenter: Rebekah Krell

- a. AB 2460 (Harper)

*Recommended Position:* Support

This bill allows art galleries to provide wine and beer to patrons, for consumption on the gallery premises, without a license or permit as long as the price of alcohol is not included in the sales price of art or merchandise sold.

No public comment.

Motion to table: Kathryn Angotti

Seconded by: Jack Gallagher

Approved: 6-0

- b. SB 933 (Allen)

*Recommended Position:* Support

This bill establishes the Arts for Every Student Incentive Grant Program, administered by the California Dept. of Education, to encourage and maintain the delivery of high-quality visual and performing arts education programs.

No public comment.  
Motion to approve: Risa Sandler  
Seconded by: Amanda Fried  
Approved: 6-0

## **Department of the Environment**

Presenter: Peter Gallotta

- a.** AB 1745 (Ting) Clean Cars 2040 Act  
*Recommended Position:* Support  
This bill will set the next critical goal for California by requiring all new passenger vehicles sold after January 1, 2040 to be zero emissions.
- b.** AB 2921 (Low) Expanded Polystyrene Food Service Packaging Recovery and Recycling Act  
*Recommended Position:* Oppose unless amended  
This bill would allow for the formation of a voluntary self-governing organization of Polystyrene Food Service manufacturers to establish recycling goals and assessment fees.
- c.** AB 3001 (Bonta) Zero Emissions Buildings Act  
*Recommended Position:* Support  
This bill takes steps to update program rules at the California Public Utilities Commission and the CEC to pave the way toward zero-emissions buildings.
- d.** AB 3009 (Quirk) Hazardous materials: lead-based paint  
*Recommended Position:* Support  
This bill would protect California's General Fund by imposing a \$1 charge on manufacturers of paint for each gallon sold to be deposited into a newly created Lead-Based Paint Cleanup Fund.
- e.** AB 444 (Ting) Medical waste: home-generated medical waste  
*Recommended Position:* Support  
This bill authorizes the Cal-EPA to develop a statewide program for the collection, transportation and disposal of both sharps and medicines from medicines from consumer sources defined as "home-generated medical waste."

No public comment.  
Motion to approve: Andrea Bruss  
Seconded by: Amanda Fried  
Approved: 6-0

## **Mayor's Office of Housing and Community Development**

Presenter: Amy Chan

- a.** AB 2162 (Chiu and Daly) Planning and zoning: housing development: supportive housing  
*Recommended Position:* Support and amend  
This bill would allow supportive housing projects to be by-right if the project is in a zone that allows for multiple dwelling units and serves low-income households.
- b.** AB 3072 (Chiu) Income taxes: credits: low-income housing: farmworker housing  
*Recommended Position:* Support  
This bill would increase the aggregate housing credit dollar amount that may be allocated among low-income housing projects and farmworker housing projects.

No public comment.

Motion to approve: Jack Gallagher

Seconded by: Risa Sandler

Approved: 6-0

- c.** AB 3152 (Chiu) Property taxation: welfare exemption: rental housing: moderate income housing  
*Recommended Position:* Support  
This bill would amend Revenue and Taxation code to extend the welfare tax exemption to all units that are initially occupied by moderate-income households.

No public comment.

Motion to sever: Kathryn Angotti

Seconded by: Amanda Fried

Motion to approve and amend to make an exemption that would apply for units not covered by an inclusionary law: Jack Gallagher

Seconded by: Amanda Fried

Approved: 6-0

## **Public Utilities Commission**

Presenter: Megan Scott

- a.** SB 966 (Wiener) Onsite treated non-potable water systems  
*Recommended Position:* Support  
This bill allows for the creation of a risk-based water quality standards for the onsite treatment and use of non-potable water for non-potable end uses and will address the potential health risks associated with treated non-potable water.

No public comment.

Motion to approve: Risa Sandler

Seconded by: Mary Jane Winslow

Approved: 6-0

## **Department on the Status of Women**

Presenter: Minouche Kandel

- a.** AB 2216 (Patterson/Santiago) Human trafficking victims assistance: grants  
*Recommended Position:* Support  
This bill would appropriate \$15 million from the General Fund to the Office of Emergency Services annually for the purpose of awarding grants to support programs helping victims of human trafficking.
- b.** AB 2992 (Daly) Peace officer training: commercially sexually exploited children  
*Recommended Position:* Support with amendments  
This Bill would require the commission on Peace Officer Standards to develop a course on commercially sexually exploited children and victims of human trafficking.
- c.** SB 224 (Jackson) Personal rights: sexual harassment  
*Recommended Position:* Support  
This bill would clarify that the liability for sexual harassment extends to investors, elected officials, lobbyists, directors, and producers by adding these titles under the list of examples of relationships to which the law applies.
- d.** SB 1150 (Jackson) Gender discrimination  
*Recommended Position:* Support  
This bill would commit the state to implement the principles of CEDAW by promoting the equal rights of women and girls and addressing discrimination and violence against them.

No public comment.

Motion to approve: Jack Gallagher

Seconded by: Amanda Fried

Approved: 6-0

## **IV. GENERAL PUBLIC COMMENT**

Members of the public may address the Committee on items of interest that are within the Committee's subject matter jurisdiction and that do not appear on the agenda.

No public comment.

## **V. ADJOURNMENT**

### **Disability Access**

Room 201 of City Hall is located at 1 Dr. Carlton B. Goodlett Place, and is wheelchair accessible. The closest accessible BART Station is Civic Center, three blocks from



City Hall. Accessible Muni lines serving this location are: #47 Van Ness, and the #71 Haight/Noriega and the F Line to Market and Van Ness, as well as Muni Metro stations at Van Ness and Civic Center. For more information about Muni accessible services, call 923-6142. There is accessible parking at the Civic Center Plaza garage.

### **Know Your Rights Under the Sunshine Ordinance**

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For information on your rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, contact the Donna Hall at Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102, by phone at 415-554-7724, by fax at 415-554-7854, or email the Sunshine Ordinance Taskforce Administrator at [sotf@sfgov.org](mailto:sotf@sfgov.org). Citizens may obtain a free copy of the Sunshine Ordinance by contacting the Task Force, or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, at [www.sfgov.org/sunshine.htm](http://www.sfgov.org/sunshine.htm).

### **Lobbyist Registration and Reporting Requirements**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (San Francisco Campaign and Governmental Conduct Code Sec. 2.100 –2.160) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102; telephone 415-581-2300, fax 415-581-2317, Internet website: [www.sfgov.org/ethics](http://www.sfgov.org/ethics).

### **Cell Phones and Pagers**

The ringing and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

### **Public Comment**

Public Comment will be taken on each item on the agenda before or during consideration of that item.

### **Document Review**

Documents that may have been provided to members of the State Legislation Committee in connection with the items on the agenda include proposed state legislation, consultant reports, correspondence and reports from City departments, and public correspondence. These may be inspected by contacting Kathryn Angotti,

Deputy Director of Legislative & Government Affairs, Mayor's Office at: (415) 554-6971.

**Health Considerations**

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City accommodate these individuals.

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**From:** Board of Supervisors, (BOS)  
**Sent:** Friday, May 18, 2018 6:03 PM  
**To:** BOS-Supervisors  
**Subject:** FW: CCSF Monthly Pooled Investment Report for April 2018  
**Attachments:** CCSF Monthly Pooled Investment Report for April 2018.pdf

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**From:** Dion, Ichieh (TTX)  
**Sent:** Tuesday, May 15, 2018 8:41 AM  
**Subject:** CCSF Monthly Pooled Investment Report for April 2018

All-

Please find the CCSF Pooled Investment Report for the month of April attached for your use.

Regards,

Ichieh Dion  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 140  
San Francisco, CA 94102  
415-554-5433

Office of the Treasurer & Tax Collector  
City and County of San Francisco

Tajel Shah, Chief Assistant Treasurer  
Robert L. Shaw, CFA, Chief Investment Officer



José Cisneros, Treasurer

Investment Report for the month of April 2018

May 15, 2018

The Honorable Mark Farrell  
Mayor of San Francisco  
City Hall, Room 200  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4638

The Honorable Board of Supervisors  
City and County of San Francisco  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4638

Ladies and Gentlemen,

In accordance with the provisions of California State Government Code, Section 53646, we forward this report detailing the City's pooled fund portfolio as of April 30, 2018. These investments provide sufficient liquidity to meet expenditure requirements for the next six months and are in compliance with our statement of investment policy and California Code.

This correspondence and its attachments show the investment activity for the month of April 2018 for the portfolios under the Treasurer's management. All pricing and valuation data is obtained from Interactive Data Corporation.

**CCSF Pooled Fund Investment Earnings Statistics \***

(in \$ million)	Current Month		Prior Month	
	Fiscal YTD	April 2018	Fiscal YTD	March 2018
Average Daily Balance	\$ 8,899	\$ 10,158	\$ 8,761	\$ 9,491
Net Earnings	114.88	15.43	99.45	13.78
Earned Income Yield	1.55%	1.85%	1.51%	1.71%

**CCSF Pooled Fund Statistics \***

(in \$ million)	% of	Book	Market	Wtd. Avg.	Wtd. Avg.	
Investment Type	Portfolio	Value	Value	Coupon	YTM	WAM
U.S. Treasuries	9.71%	\$ 993.2	\$ 986.2	0.87%	1.74%	445
Federal Agencies	48.11%	4,941.2	4,885.0	1.74%	1.83%	692
State & Local Government						
Agency Obligations	1.94%	200.7	197.0	2.01%	1.64%	578
Public Time Deposits	0.24%	24.7	24.7	1.71%	1.71%	64
Negotiable CDs	22.08%	2,242.8	2,242.2	1.99%	1.99%	144
Commercial Paper	7.54%	762.5	765.4	0.00%	2.10%	98
Medium Term Notes	0.69%	70.0	69.9	2.48%	2.49%	358
Money Market Funds	3.07%	311.7	311.7	1.59%	1.59%	1
Supranationals	6.61%	676.4	670.7	2.91%	1.88%	547
<b>Totals</b>	<b>100.0%</b>	<b>\$ 10,223.3</b>	<b>\$ 10,152.9</b>	<b>1.56%</b>	<b>1.87%</b>	<b>465</b>

In the remainder of this report, we provide additional information and analytics at the security-level and portfolio-level, as recommended by the California Debt and Investment Advisory Commission.

Very truly yours,

A handwritten signature in black ink, appearing to read "José Cisneros".

**José Cisneros**  
Treasurer

cc: Treasury Oversight Committee: Aimee Brown, Ron Gerhard, Reeta Madhavan, Charles Perl  
Ben Rosenfield, Controller, Office of the Controller  
Tonia Lediju, Internal Audit, Office of the Controller  
Mayor's Office of Public Policy and Finance  
San Francisco County Transportation Authority  
San Francisco Public Library  
San Francisco Health Service System

## Portfolio Summary

### Pooled Fund

As of April 30, 2018

<i>(in \$ million)</i>							
<b>Security Type</b>	<b>Par Value</b>	<b>Book Value</b>	<b>Market Value</b>	<b>Market/Book Price</b>	<b>Current % Allocation</b>	<b>Max. Policy Allocation</b>	<b>Compliant?</b>
U.S. Treasuries	\$ 1,000.0	\$ 993.2	\$ 986.2	99.29	9.71%	100%	Yes
Federal Agencies	4,944.1	4,941.2	4,885.0	98.86	48.11%	100%	Yes
State & Local Government							
Agency Obligations	198.6	200.7	197.0	98.17	1.94%	20%	Yes
Public Time Deposits	24.7	24.7	24.7	100.00	0.24%	100%	Yes
Negotiable CDs	2,242.8	2,242.8	2,242.2	99.97	22.08%	30%	Yes
Bankers Acceptances	-	-	-	-	0.00%	40%	Yes
Commercial Paper	770.0	762.5	765.4	100.38	7.54%	25%	Yes
Medium Term Notes	70.0	70.0	69.9	99.84	0.69%	25%	Yes
Repurchase Agreements	-	-	-	-	0.00%	10%	Yes
Reverse Repurchase/							
Securities Lending Agreements	-	-	-	-	0.00%	\$75mm	Yes
Money Market Funds - Government	311.7	311.7	311.7	100.00	3.07%	20%	Yes
LAIF	-	-	-	-	0.00%	\$50mm	Yes
Supranationals	678.3	676.4	670.7	99.16	6.61%	30%	Yes
<b>TOTAL</b>	<b>\$ 10,240.3</b>	<b>\$ 10,223.3</b>	<b>\$ 10,152.9</b>	<b>99.31</b>	<b>100.00%</b>	<b>-</b>	<b>Yes</b>

The City and County of San Francisco uses the following methodology to determine compliance: Compliance is pre-trade and calculated on both a par and market value basis, using the result with the lowest percentage of the overall portfolio value. Cash balances are included in the City's compliance calculations.

Please note the information in this report does not include cash balances. Due to fluctuations in the market value of the securities held in the Pooled Fund and changes in the City's cash position, the allocation limits may be exceeded on a post-trade compliance basis. In these instances, no compliance violation has occurred, as the policy limits were not exceeded prior to trade execution. The full Investment Policy can be found at <http://www.sftreasurer.org/>, in the Reports & Plans section of the About menu.

Totals may not add due to rounding.

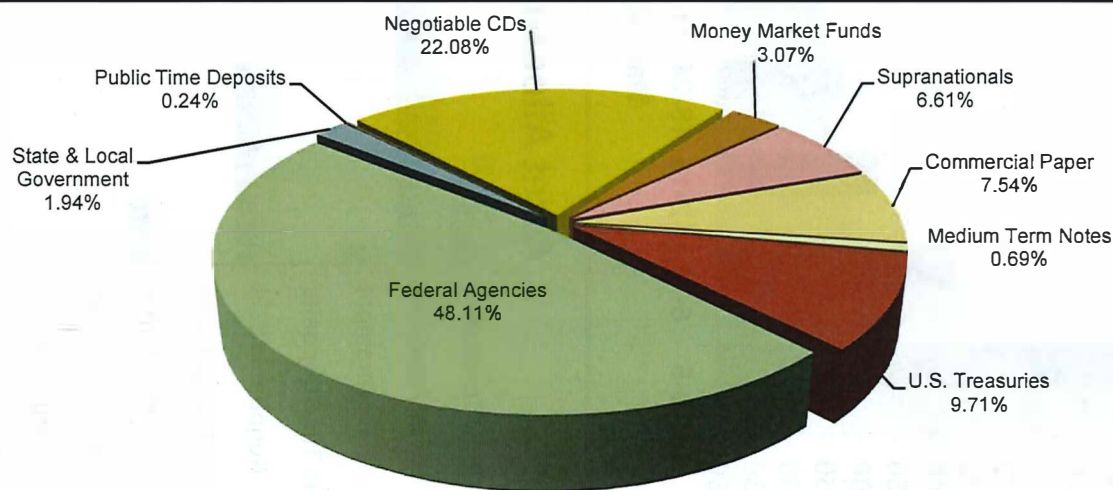
# City and County of San Francisco

## Pooled Fund Portfolio Statistics

For the month ended April 30, 2018

Average Daily Balance	\$10,158,259,062
Net Earnings	\$15,428,545
Earned Income Yield	1.85%
Weighted Average Maturity	465 days

Investment Type	(\$ million)	Par Value	Book Value	Market Value
U.S. Treasuries		\$ 1,000.0	\$ 993.2	\$ 986.2
Federal Agencies		4,944.1	4,941.2	4,885.0
State & Local Government				
Agency Obligations		198.6	200.7	197.0
Public Time Deposits		24.7	24.7	24.7
Negotiable CDs		2,242.8	2,242.8	2,242.2
Commercial Paper		770.0	762.5	765.4
Medium Term Notes		70.0	70.0	69.9
Money Market Funds		311.7	311.7	311.7
Supranationals		678.3	676.4	670.7
<b>Total</b>		<b>\$ 10,240.3</b>	<b>\$ 10,223.3</b>	<b>\$ 10,152.9</b>

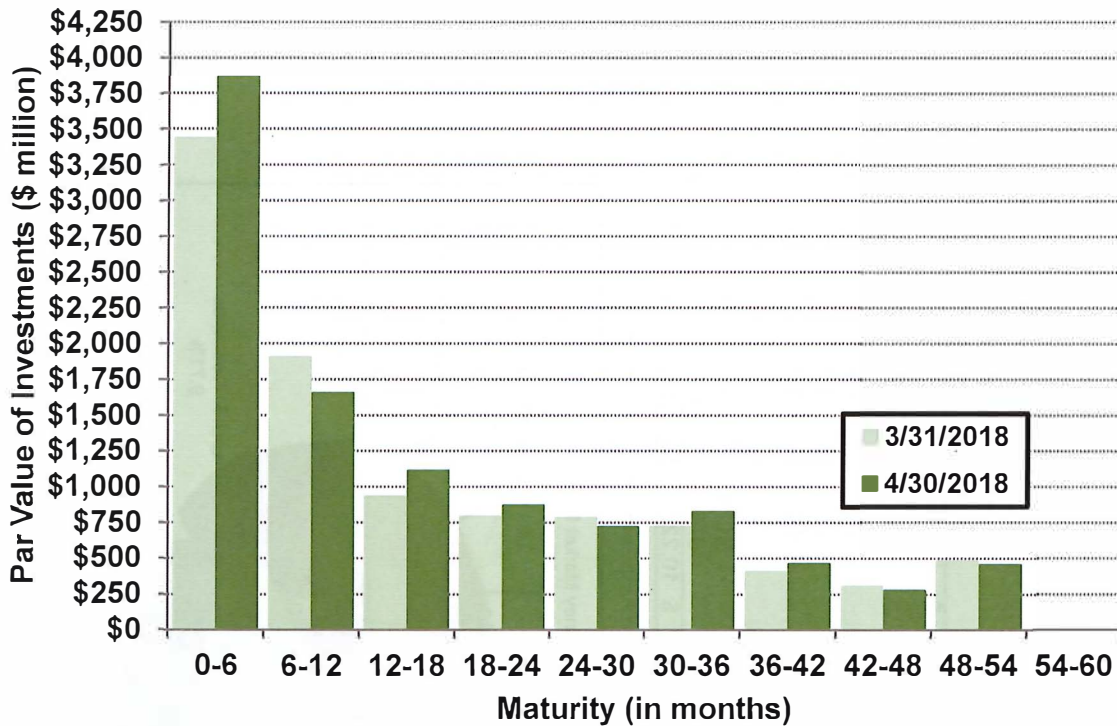


**Asset Allocation by Market Value**

## Portfolio Analysis

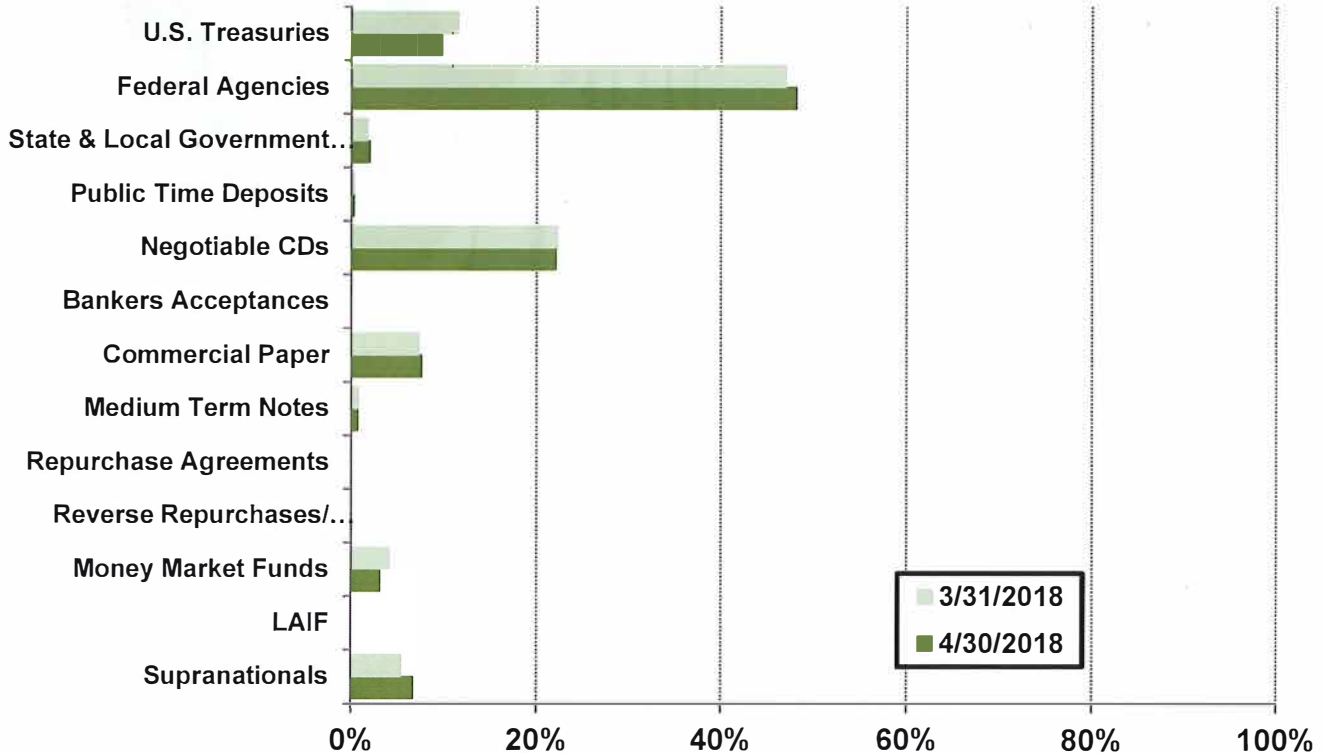
### Pooled Fund

#### Par Value of Investments by Maturity

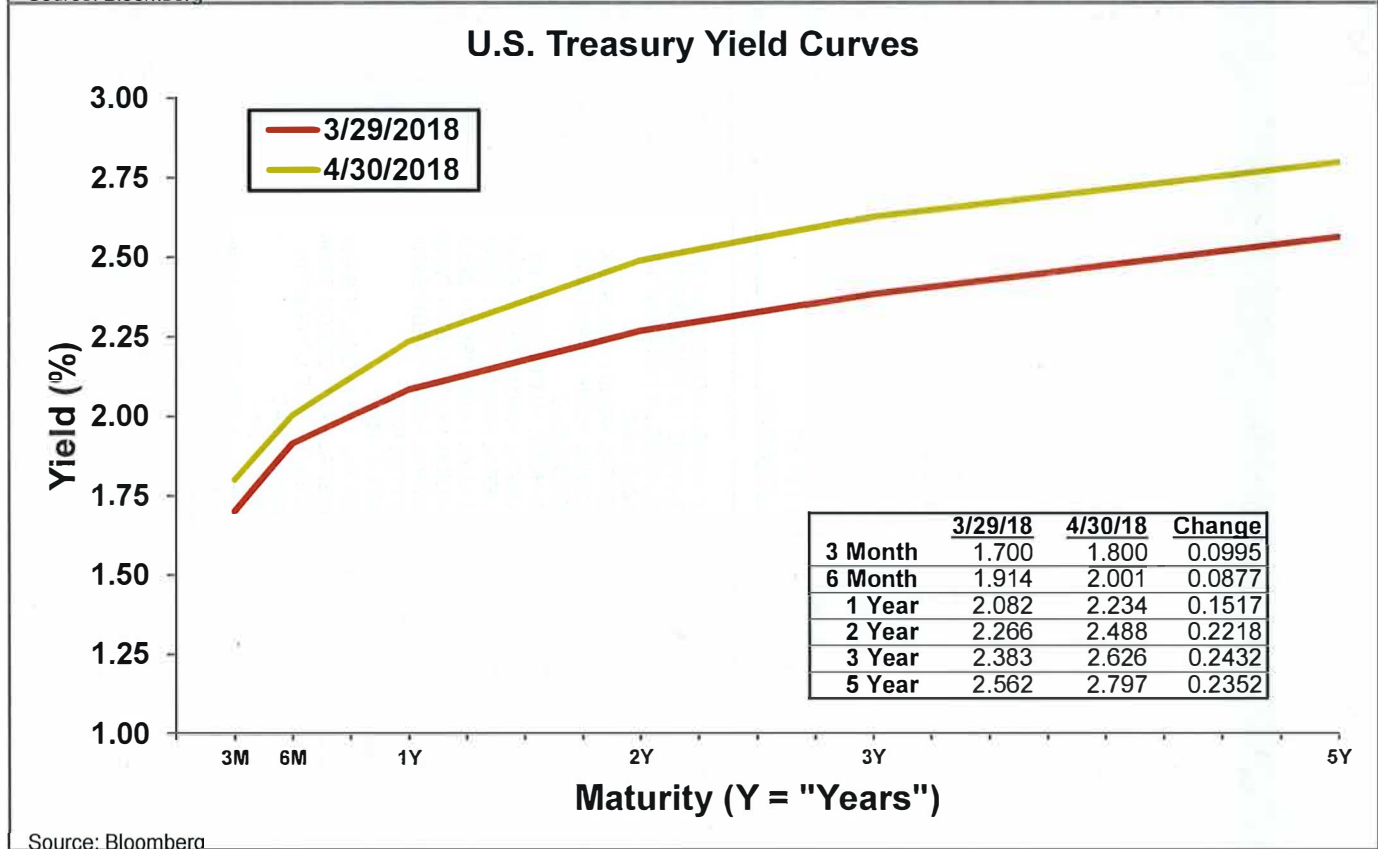
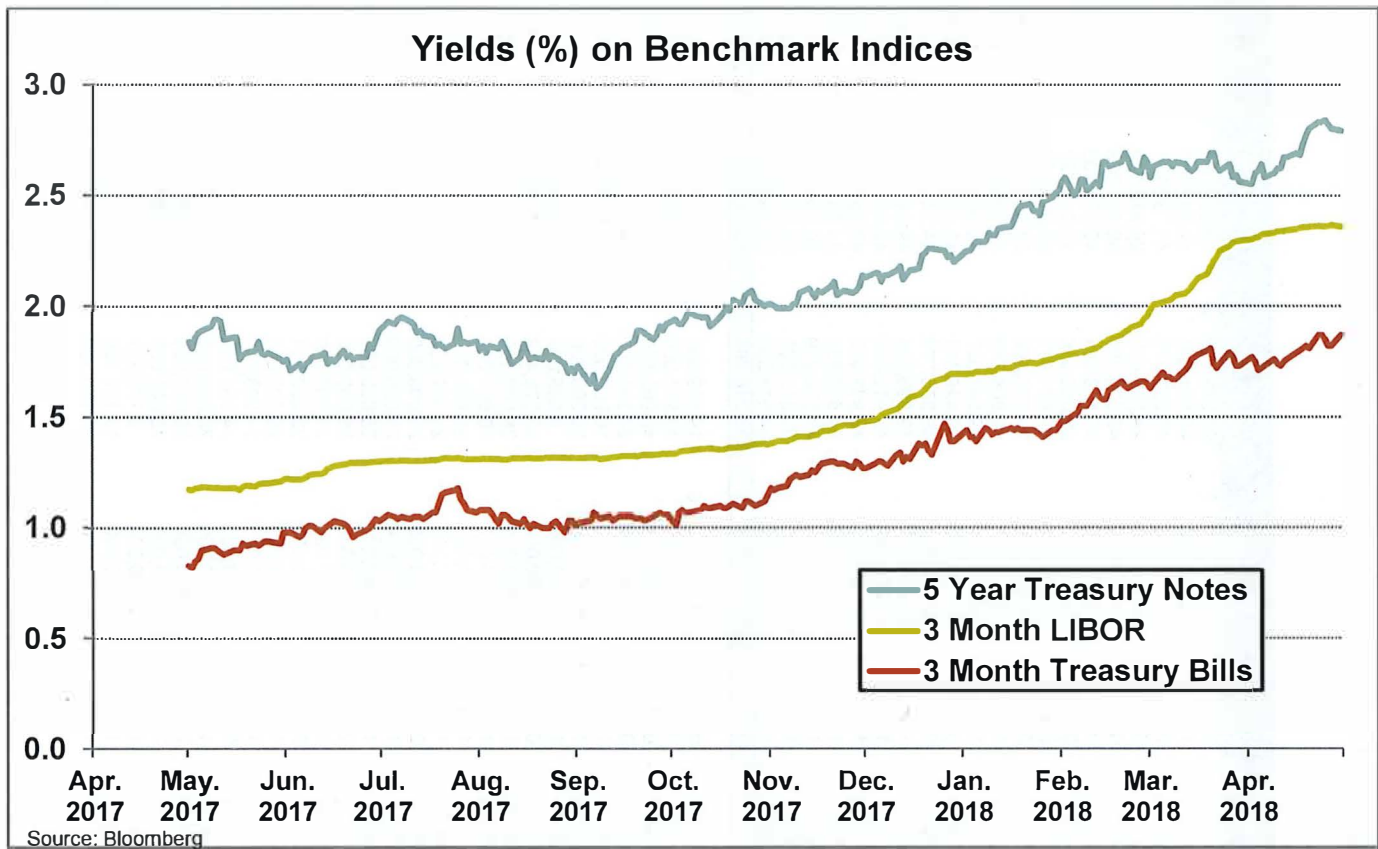


Callable bonds shown at maturity date.

#### Asset Allocation by Market Value



## Yield Curves





# Investment Inventory

## Pooled Fund

As of April 30, 2018

Type of Investment	CUSIP	Issuer Name	Settle Date	Maturity		Par Value	Book Value	Amortized		Market Value
				Date	Coupon			Book Value	Market Value	
U.S. Treasuries	912796PC7	TREASURY BILL	2/1/18	5/3/18	0.00	\$ 100,000,000	\$ 99,639,792	\$ 99,992,083	\$ 99,991,000	
U.S. Treasuries	912828XF2	US TREASURY	6/14/17	6/15/18	1.13	50,000,000	49,931,641	49,991,595	49,962,500	
U.S. Treasuries	912796NQ8	TREASURY BILL	2/13/18	8/16/18	0.00	50,000,000	49,552,778	49,739,931	49,724,500	
U.S. Treasuries	912828C3	US TREASURY	2/14/18	8/31/18	0.75	25,000,000	24,857,422	24,912,149	24,902,750	
U.S. Treasuries	912796QA0	TREASURY BILL	3/29/18	9/27/18	0.00	50,000,000	49,520,354	49,607,323	49,605,000	
U.S. Treasuries	912796QA0	TREASURY BILL	3/29/18	9/27/18	0.00	50,000,000	49,523,261	49,609,703	49,605,000	
U.S. Treasuries	912828L81	US TREASURY	12/13/17	10/15/18	0.88	50,000,000	49,666,016	49,817,727	49,736,500	
U.S. Treasuries	912828L81	US TREASURY	1/10/18	10/15/18	0.88	50,000,000	49,671,875	49,802,889	49,736,500	
U.S. Treasuries	912828T83	US TREASURY	2/15/18	10/31/18	0.75	25,000,000	24,795,898	24,855,230	24,838,000	
U.S. Treasuries	912828WD8	US TREASURY	12/19/17	10/31/18	1.25	50,000,000	49,804,688	49,886,892	49,801,000	
U.S. Treasuries	912828V56	US TREASURY	2/15/18	1/31/19	1.13	50,000,000	49,597,527	49,665,458	49,594,000	
U.S. Treasuries	912828P53	US TREASURY	4/12/18	2/15/19	0.75	50,000,000	49,495,511	49,472,087	49,422,000	
U.S. Treasuries	912796PT0	TREASURY BILL	3/1/18	2/28/19	0.00	50,000,000	48,978,778	49,149,917	49,107,000	
U.S. Treasuries	912828XS4	US TREASURY	6/20/17	5/31/19	1.25	50,000,000	49,896,484	49,942,410	49,431,500	
U.S. Treasuries	912828N8	US TREASURY	1/16/18	12/31/19	1.88	50,000,000	49,912,530	49,890,051	49,539,000	
U.S. Treasuries	912828XU9	US TREASURY	6/20/17	6/15/20	1.50	50,000,000	49,982,422	49,987,497	48,949,000	
U.S. Treasuries	912828S27	US TREASURY	8/15/17	6/30/21	1.13	25,000,000	24,519,531	24,607,476	23,836,000	
U.S. Treasuries	912828T67	US TSY NT	11/10/16	10/31/21	1.25	50,000,000	49,574,219	49,700,124	47,603,500	
U.S. Treasuries	912828U65	US TSY NT	12/13/16	11/30/21	1.75	100,000,000	99,312,500	99,503,620	96,758,000	
U.S. Treasuries	912828XW5	US TREASURY	8/15/17	6/30/22	1.75	25,000,000	24,977,539	24,980,807	24,034,250	
<b>Subtotals</b>					<b>0.87</b>	<b>\$ 1,000,000,000</b>	<b>\$ 993,210,765</b>	<b>\$ 995,114,969</b>	<b>\$ 986,177,000</b>	
Federal Agencies	313385WF9	FED HOME LN DISCOUNT NT	4/30/18	5/1/18	0.00	\$ 14,760,000	\$ 14,759,365	\$ 14,760,000	\$ 14,760,000	
Federal Agencies	313385WF9	FED HOME LN DISCOUNT NT	4/27/18	5/1/18	0.00	50,000,000	49,991,000	50,000,000	50,000,000	
Federal Agencies	313385WP7	FED HOME LN DISCOUNT NT	4/23/18	5/9/18	0.00	50,000,000	49,963,556	49,981,778	49,981,000	
Federal Agencies	3135G0WJ8	FANNIE MAE	5/23/13	5/21/18	0.88	25,000,000	24,786,500	24,997,659	24,988,000	
Federal Agencies	3130A8VL4	FEDERAL HOME LOAN BANK	8/24/16	5/24/18	1.00	10,000,000	10,000,000	10,000,000	9,995,200	
Federal Agencies	3130A8VL4	FEDERAL HOME LOAN BANK	8/24/16	5/24/18	1.00	25,000,000	25,000,000	25,000,000	24,988,000	
Federal Agencies	3134G9HC4	FREDDIE MAC	5/25/16	5/25/18	1.00	10,000,000	9,995,000	9,999,836	9,995,700	
Federal Agencies	313385XL5	FED HOME LN DISCOUNT NT	5/30/17	5/30/18	0.00	50,000,000	49,376,458	49,376,458	49,931,500	
Federal Agencies	3133EFCT2	FEDERAL FARM CREDIT BANK	9/8/15	6/8/18	1.95	25,000,000	25,000,000	25,000,000	25,007,000	
Federal Agencies	3133EFCT2	FEDERAL FARM CREDIT BANK	9/8/15	6/8/18	1.95	50,000,000	50,000,000	50,000,000	50,014,000	
Federal Agencies	3133EEW48	FEDERAL FARM CREDIT BANK	6/11/15	6/11/18	1.94	50,000,000	49,996,000	49,999,850	50,010,000	
Federal Agencies	3133EFSH1	FEDERAL FARM CREDIT BANK	12/18/15	6/14/18	1.17	25,000,000	24,952,250	24,997,689	24,982,000	
Federal Agencies	3133EGGC3	FEDERAL FARM CREDIT BANK	6/20/16	6/20/18	2.02	25,000,000	25,000,000	25,000,000	25,008,000	
Federal Agencies	3134G9UY1	FREDDIE MAC	6/29/16	6/29/18	1.00	25,000,000	25,000,000	25,000,000	24,965,500	
Federal Agencies	3134G9UY1	FREDDIE MAC	6/29/16	6/29/18	1.00	25,000,000	25,000,000	25,000,000	24,965,500	
Federal Agencies	3133EGBQ7	FEDERAL FARM CREDIT BANK	5/19/16	7/19/18	2.03	25,000,000	25,000,000	25,000,000	25,016,250	
Federal Agencies	3133EGBQ7	FEDERAL FARM CREDIT BANK	5/19/16	7/19/18	2.03	25,000,000	25,000,000	25,000,000	25,016,250	
Federal Agencies	3130A8U50	FEDERAL HOME LOAN BANK	7/29/16	7/25/18	0.83	22,250,000	22,223,211	22,246,864	22,197,045	
Federal Agencies	3134G9Q67	FREDDIE MAC	7/27/16	7/27/18	1.05	25,000,000	25,000,000	25,000,000	24,955,000	
Federal Agencies	3134G9Q67	FREDDIE MAC	7/27/16	7/27/18	1.05	25,000,000	24,993,750	24,999,255	24,955,000	
Federal Agencies	3133EGFQ3	FEDERAL FARM CREDIT BANK	9/21/16	9/14/18	0.88	25,000,000	24,981,000	24,996,426	24,899,500	
Federal Agencies	3130A9C90	FEDERAL HOME LOAN BANK	9/28/16	9/28/18	1.05	25,000,000	25,000,000	25,000,000	24,900,250	
Federal Agencies	3133EGFK6	FEDERAL FARM CREDIT BANK	6/17/16	10/17/18	2.03	25,000,000	25,000,000	25,000,000	25,030,000	
Federal Agencies	3133EGFK6	FEDERAL FARM CREDIT BANK	6/17/16	10/17/18	2.03	25,000,000	25,000,000	25,000,000	25,030,000	
Federal Agencies	313376BR5	FEDERAL HOME LOAN BANK	11/8/17	12/14/18	1.75	2,770,000	2,775,337	2,773,021	2,763,214	
Federal Agencies	313376BR5	FEDERAL HOME LOAN BANK	12/20/16	12/14/18	1.75	15,000,000	15,127,350	15,039,929	14,963,250	
Federal Agencies	313376BR5	FEDERAL HOME LOAN BANK	8/23/17	12/14/18	1.75	25,000,000	25,136,250	25,064,705	24,938,750	

# Investment Inventory

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Settle Date	Maturity		Coupon	Par Value	Book Value	Amortized	Market Value
				Date					Book Value	
Federal Agencies	3135G0G72	FANNIE MAE	11/8/17	12/14/18		1.13	3,775,000	3,756,648	3,764,611	3,750,840
Federal Agencies	3133EGDM4	FEDERAL FARM CREDIT BANK	6/2/16	1/2/19		2.05	25,000,000	25,000,000	25,000,000	25,043,250
Federal Agencies	3133EG2V6	FEDERAL FARM CREDIT BANK	1/3/17	1/3/19		1.94	25,000,000	25,000,000	25,000,000	25,025,000
Federal Agencies	3130AAE46	FEDERAL HOME LOAN BANK	4/4/18	1/16/19		1.25	8,270,000	8,236,824	8,219,654	8,215,914
Federal Agencies	3134GAH23	FREDDIE MAC	1/17/17	1/17/19		1.50	25,000,000	25,000,000	25,000,000	24,967,750
Federal Agencies	3130A8VZ3	FEDERAL HOME LOAN BANK	7/28/16	1/25/19		1.05	25,000,000	25,000,000	25,000,000	24,793,750
Federal Agencies	3132X0EK3	FARMER MAC	1/25/16	1/25/19		2.46	25,000,000	25,000,000	25,000,000	25,044,750
Federal Agencies	3134GAS39	FREDDIE MAC	2/1/17	2/1/19		1.50	25,000,000	25,000,000	25,000,000	24,970,250
Federal Agencies	3132X0R94	FARMER MAC	4/5/18	2/15/19		2.14	25,000,000	25,000,000	25,000,000	24,965,750
Federal Agencies	3133EGBU8	FEDERAL FARM CREDIT BANK	5/25/16	2/25/19		2.07	50,000,000	50,000,000	50,000,000	50,107,500
Federal Agencies	3130AAXX1	FEDERAL HOME LOAN BANK	4/6/18	3/18/19		1.38	9,500,000	9,436,516	9,435,044	9,428,085
Federal Agencies	3130AAXX1	FEDERAL HOME LOAN BANK	4/6/18	3/18/19		1.38	50,000,000	49,655,627	49,648,618	49,621,500
Federal Agencies	3132X0ED9	FARMER MAC	1/19/16	3/19/19		2.25	40,000,000	40,000,000	40,000,000	40,072,400
Federal Agencies	3133EJHG7	FEDERAL FARM CREDIT BANK	3/22/18	3/22/19		2.13	25,000,000	24,993,050	24,993,812	24,966,500
Federal Agencies	3133EJHG7	FEDERAL FARM CREDIT BANK	3/22/18	3/22/19		2.13	25,000,000	24,993,050	24,993,812	24,966,500
Federal Agencies	3134GBFR8	FREDDIE MAC	4/5/17	4/5/19		1.40	25,000,000	25,000,000	25,000,000	24,756,750
Federal Agencies	3133EGAV7	FEDERAL FARM CREDIT BANK	12/5/17	5/17/19		1.17	50,350,000	49,891,060	49,997,579	49,679,842
Federal Agencies	3136G3QP3	FANNIE MAE	5/24/16	5/24/19		1.25	10,000,000	10,000,000	10,000,000	9,888,300
Federal Agencies	3130ABF92	FEDERAL HOME LOAN BANK	5/12/17	5/28/19		1.38	30,000,000	29,943,300	29,970,206	29,693,400
Federal Agencies	3133EHLG6	FEDERAL FARM CREDIT BANK	5/30/17	5/30/19		1.32	27,000,000	26,983,800	26,991,256	26,701,650
Federal Agencies	3133EHMR1	FEDERAL FARM CREDIT BANK	6/12/17	6/12/19		1.38	50,000,000	50,000,000	50,000,000	49,455,500
Federal Agencies	313379EE5	FEDERAL HOME LOAN BANK	6/9/17	6/14/19		1.63	25,000,000	25,105,750	25,058,846	24,792,000
Federal Agencies	313379EE5	FEDERAL HOME LOAN BANK	8/23/17	6/14/19		1.63	25,000,000	25,108,750	25,067,392	24,792,000
Federal Agencies	313379EE5	FEDERAL HOME LOAN BANK	8/9/17	6/14/19		1.63	35,750,000	35,875,840	35,826,363	35,452,560
Federal Agencies	3134G9QW0	FREDDIE MAC	6/14/16	6/14/19		1.28	50,000,000	50,000,000	50,000,000	49,419,000
Federal Agencies	3130AC7C2	FEDERAL HOME LOAN BANK	8/23/17	7/11/19		1.40	15,000,000	15,005,400	15,003,427	14,835,150
Federal Agencies	3134G9YR2	FREDDIE MAC	7/12/16	7/12/19		1.50	50,000,000	50,000,000	50,000,000	49,557,500
Federal Agencies	3130A8Y72	FEDERAL HOME LOAN BANK	4/19/18	8/5/19		0.88	5,000,000	4,914,081	4,907,496	4,905,800
Federal Agencies	3130A8Y72	FEDERAL HOME LOAN BANK	4/19/18	8/5/19		0.88	24,000,000	23,588,847	23,557,206	23,547,840
Federal Agencies	3133EGED3	FEDERAL FARM CREDIT BANK	6/9/16	8/9/19		2.08	25,000,000	25,000,000	25,000,000	25,077,000
Federal Agencies	3133EGED3	FEDERAL FARM CREDIT BANK	6/9/16	8/9/19		2.08	25,000,000	25,000,000	25,000,000	25,077,000
Federal Agencies	3134G94F1	FREDDIE MAC	8/15/16	8/15/19		1.25	25,000,000	25,000,000	25,000,000	24,634,000
Federal Agencies	3133EGX67	FEDERAL FARM CREDIT BANK	12/20/16	8/20/19		2.02	50,000,000	50,000,000	50,000,000	50,114,500
Federal Agencies	3135G0P23	FANNIE MAE	8/30/16	8/23/19		1.25	20,000,000	20,000,000	20,000,000	19,694,200
Federal Agencies	3136G3X59	FANNIE MAE	8/23/16	8/23/19		1.10	25,000,000	25,000,000	25,000,000	24,575,000
Federal Agencies	3134G9GS0	FREDDIE MAC	5/26/16	8/26/19		1.25	25,000,000	25,000,000	25,000,000	24,626,500
Federal Agencies	3134GAFY5	FREDDIE MAC	11/28/17	8/28/19		1.30	8,450,000	8,374,795	8,392,948	8,319,701
Federal Agencies	3134GAHR8	FREDDIE MAC	9/23/16	9/23/19		1.50	25,000,000	25,000,000	25,000,000	24,840,500
Federal Agencies	3135G0Q30	FANNIE MAE	10/21/16	9/27/19		1.18	50,000,000	50,000,000	50,000,000	49,132,000
Federal Agencies	3132X0KH3	FARMER MAC	10/6/16	10/1/19		2.32	50,000,000	50,000,000	50,000,000	50,080,000
Federal Agencies	3133EGXK6	FEDERAL FARM CREDIT BANK	12/11/17	10/11/19		1.12	20,000,000	19,732,000	19,791,599	19,609,800
Federal Agencies	3134G8TG4	FREDDIE MAC	4/11/16	10/11/19		1.50	15,000,000	15,000,000	15,000,000	14,800,800
Federal Agencies	3130ACM92	FEDERAL HOME LOAN BANK	10/13/17	10/21/19		1.50	21,500,000	21,461,945	21,472,258	21,204,160
Federal Agencies	3136G0T68	FANNIE MAE	8/28/17	10/24/19		1.33	14,000,000	13,968,220	13,978,154	13,768,860
Federal Agencies	3134GBHT2	FREDDIE MAC	9/12/17	10/25/19		1.63	50,000,000	50,024,500	50,017,179	49,379,000
Federal Agencies	3136G4FJ7	FANNIE MAE	10/25/16	10/25/19		1.20	25,000,000	25,000,000	25,000,000	24,542,750
Federal Agencies	3136G4EZ2	FANNIE MAE	10/28/16	10/30/19		1.13	50,000,000	49,950,000	49,975,068	49,020,000
Federal Agencies	3134GAVL5	FREDDIE MAC	11/4/16	11/4/19		1.17	100,000,000	100,000,000	100,000,000	98,106,000
Federal Agencies	3136G3LV5	FANNIE MAE	5/26/16	11/26/19		1.35	8,950,000	8,950,000	8,950,000	8,795,971
Federal Agencies	3133EGN43	FEDERAL FARM CREDIT BANK	12/2/16	12/2/19		2.05	50,000,000	50,000,000	50,000,000	50,155,000



# Investment Inventory

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Settle Date	Maturity		Coupon	Par Value	Book Value	Amortized	Market Value
				Date					Book Value	
Federal Agencies	3130A0JR2	FEDERAL HOME LOAN BANK	12/15/17	12/13/19		2.38	11,360,000	11,466,387	11,445,149	11,334,781
Federal Agencies	3130A0JR2	FEDERAL HOME LOAN BANK	12/12/17	12/13/19		2.38	20,000,000	20,186,124	20,150,478	19,955,600
Federal Agencies	3130A0JR2	FEDERAL HOME LOAN BANK	12/15/17	12/13/19		2.38	40,000,000	40,374,478	40,299,721	39,911,200
Federal Agencies	3132X0PG0	FARMER MAC	2/10/17	1/3/20		1.96	50,000,000	50,000,000	50,000,000	50,087,000
Federal Agencies	3134G9VR5	FREDDIE MAC	7/6/16	1/6/20		1.38	25,000,000	25,000,000	25,000,000	24,643,000
Federal Agencies	3136G4KQ5	FANNIE MAE	11/17/17	1/17/20		1.65	1,000,000	996,070	996,890	986,100
Federal Agencies	3136G4KQ5	FANNIE MAE	11/17/17	1/17/20		1.65	31,295,000	31,172,011	31,197,666	30,860,000
Federal Agencies	3133EJLU1	FEDERAL FARM CREDIT BANK	4/24/18	1/24/20		2.42	25,000,000	24,996,500	24,996,538	24,951,500
Federal Agencies	3133EJLU1	FEDERAL FARM CREDIT BANK	4/24/18	1/24/20		2.42	25,000,000	24,995,700	24,995,747	24,951,500
Federal Agencies	3130ADN32	FEDERAL HOME LOAN BANK	2/9/18	2/11/20		2.13	50,000,000	49,908,500	49,918,625	49,659,000
Federal Agencies	313378J77	FEDERAL HOME LOAN BANK	5/17/17	3/13/20		1.88	15,710,000	15,843,849	15,798,540	15,527,921
Federal Agencies	3133EHZN6	FEDERAL FARM CREDIT BANK	9/20/17	3/20/20		1.45	20,000,000	19,979,400	19,984,437	19,595,600
Federal Agencies	3133EJHL6	FEDERAL FARM CREDIT BANK	3/27/18	3/27/20		2.38	50,000,000	49,964,000	49,965,724	49,834,000
Federal Agencies	3136G3TK1	FANNIE MAE	7/6/16	4/6/20		1.50	25,000,000	25,000,000	25,000,000	24,745,500
Federal Agencies	3136G4BL6	FANNIE MAE	10/17/16	4/17/20		1.25	15,000,000	15,000,000	15,000,000	14,634,150
Federal Agencies	3130AE2M1	FEDERAL HOME LOAN BANK	4/20/18	4/20/20		2.50	50,000,000	50,000,000	50,000,000	49,977,000
Federal Agencies	3137EAEM7	FREDDIE MAC	4/19/18	4/23/20		2.50	35,000,000	34,992,300	34,992,426	34,965,700
Federal Agencies	3130AE2U3	FEDERAL HOME LOAN BANK	4/24/18	4/24/20		2.51	50,000,000	50,000,000	50,000,000	49,847,000
Federal Agencies	3130AE2U3	FEDERAL HOME LOAN BANK	4/24/18	4/24/20		2.51	50,000,000	50,000,000	50,000,000	49,847,000
Federal Agencies	3134GBLY6	FREDDIE MAC	5/8/17	5/8/20		1.50	25,000,000	25,000,000	25,000,000	24,880,750
Federal Agencies	3134GBPB2	FREDDIE MAC	5/30/17	5/22/20		1.70	15,750,000	15,750,000	15,750,000	15,463,035
Federal Agencies	3133EHNK5	FEDERAL FARM CREDIT BANK	6/15/17	6/15/20		1.54	25,000,000	24,997,500	24,998,230	24,461,750
Federal Agencies	3133EHNK5	FEDERAL FARM CREDIT BANK	6/15/17	6/15/20		1.54	26,900,000	26,894,620	26,896,191	26,320,843
Federal Agencies	3134GBST0	FREDDIE MAC	6/22/17	6/22/20		1.65	14,675,000	14,675,000	14,675,000	14,383,995
Federal Agencies	3134GBTX0	FREDDIE MAC	6/29/17	6/29/20		1.75	50,000,000	49,990,000	49,992,792	49,054,500
Federal Agencies	3136G3TG0	FANNIE MAE	6/30/16	6/30/20		1.15	15,000,000	15,000,000	15,000,000	14,668,350
Federal Agencies	3134GB5M0	FREDDIE MAC	12/1/17	7/1/20		1.96	50,000,000	50,000,000	50,000,000	49,418,000
Federal Agencies	3133EHQB2	FEDERAL FARM CREDIT BANK	7/6/17	7/6/20		1.55	25,000,000	24,989,961	24,992,700	24,446,500
Federal Agencies	3130ABNV4	FEDERAL HOME LOAN BANK	7/13/17	7/13/20		1.75	50,000,000	50,000,000	50,000,000	49,108,500
Federal Agencies	3134GBXV9	FREDDIE MAC	7/13/17	7/13/20		1.85	50,000,000	50,000,000	50,000,000	49,074,500
Federal Agencies	3135G0T60	FANNIE MAE	8/1/17	7/30/20		1.50	50,000,000	49,848,500	49,886,306	48,796,500
Federal Agencies	3130ABZE9	FEDERAL HOME LOAN BANK	8/28/17	8/28/20		1.65	6,700,000	6,699,330	6,699,480	6,562,985
Federal Agencies	3130ABZN9	FEDERAL HOME LOAN BANK	8/28/17	8/28/20		1.80	25,000,000	25,000,000	25,000,000	24,532,750
Federal Agencies	3130ABZN9	FEDERAL HOME LOAN BANK	8/28/17	8/28/20		1.80	50,000,000	50,000,000	50,000,000	49,065,500
Federal Agencies	3130ADT93	FEDERAL HOME LOAN BANK	3/14/18	9/14/20		2.40	25,000,000	24,984,458	24,985,273	24,898,750
Federal Agencies	3130ACE26	FEDERAL HOME LOAN BANK	9/8/17	9/28/20		1.38	18,000,000	17,942,220	17,954,387	17,478,720
Federal Agencies	3130ACE26	FEDERAL HOME LOAN BANK	9/8/17	9/28/20		1.38	30,000,000	29,903,700	29,923,978	29,131,200
Federal Agencies	3130ACK52	FEDERAL HOME LOAN BANK	3/12/18	10/5/20		1.70	25,530,000	25,035,101	25,061,482	24,978,807
Federal Agencies	3132X0KR1	FARMER MAC	11/2/16	11/2/20		2.09	25,000,000	25,000,000	25,000,000	25,120,000
Federal Agencies	3132X0ZF1	FARMER MAC	11/13/17	11/9/20		1.93	12,000,000	11,972,573	11,974,643	11,781,360
Federal Agencies	3137EAEK1	FREDDIE MAC	11/15/17	11/17/20		1.88	50,000,000	49,952,000	49,959,301	49,034,500
Federal Agencies	3134GBX56	FREDDIE MAC	11/24/17	11/24/20		2.25	60,000,000	60,223,200	60,191,023	59,366,400
Federal Agencies	3134GBLR1	FREDDIE MAC	5/25/17	11/25/20		1.75	24,715,000	24,712,529	24,713,187	24,113,931
Federal Agencies	3133EHV58	FEDERAL FARM CREDIT BANK	11/27/17	11/27/20		1.90	25,000,000	24,992,629	24,993,671	24,529,000
Federal Agencies	3133EHV58	FEDERAL FARM CREDIT BANK	11/27/17	11/27/20		1.90	25,000,000	24,992,629	24,993,671	24,529,000
Federal Agencies	3130A3UQ5	FEDERAL HOME LOAN BANK	12/13/17	12/11/20		1.88	10,000,000	9,958,642	9,962,987	9,810,000
Federal Agencies	3132X0ZY0	FARMER MAC	12/15/17	12/15/20		2.05	12,750,000	12,741,458	12,742,525	12,534,780
Federal Agencies	3133EGX75	FEDERAL FARM CREDIT BANK	12/21/16	12/21/20		2.09	50,000,000	50,000,000	50,000,000	50,236,500
Federal Agencies	3133EFTX5	FEDERAL FARM CREDIT BANK	12/24/15	12/24/20		2.23	100,000,000	100,000,000	100,000,000	100,825,000
Federal Agencies	3133EG4T9	FEDERAL FARM CREDIT BANK	1/25/17	1/25/21		2.06	20,000,000	20,000,000	20,000,000	20,075,600

# Investment Inventory

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Settle Date	Maturity		Coupon	Par Value	Book Value	Amortized	
				Date					Book Value	Market Value
Federal Agencies	3133EG4T9	FEDERAL FARM CREDIT BANK	1/25/17	1/25/21		2.06	20,000,000	20,000,000	20,000,000	20,075,600
Federal Agencies	3130AC2K9	FEDERAL HOME LOAN BANK	9/20/17	2/10/21		1.87	50,200,000	50,189,960	50,191,767	49,102,126
Federal Agencies	3133EJCE7	FEDERAL FARM CREDIT BANK	4/16/18	2/12/21		2.35	50,000,000	49,882,598	49,678,448	49,571,000
Federal Agencies	3137EAEL9	FREDDIE MAC	2/16/18	2/16/21		2.38	22,000,000	21,941,920	21,945,841	21,819,600
Federal Agencies	3134GBD58	FREDDIE MAC	8/30/17	2/26/21		1.80	5,570,000	5,569,443	5,569,550	5,423,398
Federal Agencies	3130AAYP7	FEDERAL HOME LOAN BANK	8/11/17	3/22/21		2.20	8,585,000	8,593,327	8,591,667	8,585,601
Federal Agencies	3132X0Q53	FARMER MAC	3/29/18	3/29/21		2.60	6,350,000	6,343,079	6,343,287	6,323,140
Federal Agencies	3132X0Q53	FARMER MAC	3/29/18	3/29/21		2.60	20,450,000	20,427,710	20,428,381	20,363,497
Federal Agencies	3134GBJP8	FREDDIE MAC	11/16/17	5/3/21		1.89	22,000,000	21,889,615	21,891,069	21,405,340
Federal Agencies	3130ACVS0	FEDERAL HOME LOAN BANK	11/30/17	6/15/21		2.13	50,000,000	50,000,000	50,000,000	48,929,500
Federal Agencies	3130ACVS0	FEDERAL HOME LOAN BANK	11/30/17	6/15/21		2.13	50,000,000	50,000,000	50,000,000	48,929,500
Federal Agencies	3134GBJ60	FREDDIE MAC	9/29/17	6/29/21		1.90	50,000,000	50,000,000	50,000,000	48,608,000
Federal Agencies	3134G9H26	FREDDIE MAC	1/29/18	6/30/21		1.50	1,219,000	1,203,407	1,203,192	1,192,987
Federal Agencies	3134G9H26	FREDDIE MAC	1/25/18	6/30/21		1.50	3,917,000	3,874,076	3,873,600	3,833,411
Federal Agencies	3130ACQ98	FEDERAL HOME LOAN BANK	11/11/17	7/1/21		2.08	100,000,000	100,000,000	100,000,000	97,803,000
Federal Agencies	3134GBM25	FREDDIE MAC	10/2/17	7/1/21		1.92	50,000,000	50,000,000	50,000,000	48,658,500
Federal Agencies	3130ACF33	FEDERAL HOME LOAN BANK	9/18/17	9/13/21		1.88	25,000,000	24,927,500	24,938,704	24,242,750
Federal Agencies	3135G0Q89	FANNIE MAE	10/21/16	10/7/21		1.38	25,000,000	25,000,000	25,000,000	23,879,750
Federal Agencies	3133EGZJ7	FEDERAL FARM CREDIT BANK	10/25/16	10/25/21		1.38	14,500,000	14,500,000	14,500,000	13,817,485
Federal Agencies	3133EGZJ7	FEDERAL FARM CREDIT BANK	10/25/16	10/25/21		1.38	15,000,000	15,000,000	15,000,000	14,293,950
Federal Agencies	3133EGS97	FEDERAL FARM CREDIT BANK	12/8/16	12/8/21		2.17	25,000,000	25,000,000	25,000,000	25,144,750
Federal Agencies	3133EGS97	FEDERAL FARM CREDIT BANK	12/8/16	12/8/21		2.17	25,000,000	25,000,000	25,000,000	25,144,750
Federal Agencies	3130ACB60	FEDERAL HOME LOAN BANK	9/8/17	12/15/21		2.00	50,000,000	50,000,000	50,000,000	48,388,000
Federal Agencies	3135G0T45	FANNIE MAE	6/6/17	4/5/22		1.88	25,000,000	25,072,250	25,058,775	24,160,500
Federal Agencies	3134GBQG0	FREDDIE MAC	5/25/17	5/25/22		2.18	50,000,000	50,000,000	50,000,000	48,519,500
Federal Agencies	3133EHL7	FEDERAL FARM CREDIT BANK	6/6/17	6/2/22		1.88	50,000,000	50,059,250	50,048,551	48,121,500
Federal Agencies	3133EHL7	FEDERAL FARM CREDIT BANK	6/9/17	6/2/22		1.88	50,000,000	49,997,500	49,997,948	48,121,500
Federal Agencies	3134GBF72	FREDDIE MAC	9/15/17	6/15/22		2.01	50,000,000	50,000,000	50,000,000	48,076,500
Federal Agencies	3134GBN73	FREDDIE MAC	10/2/17	7/1/22		2.07	50,000,000	50,000,000	50,000,000	48,370,000
Federal Agencies	3134GBW99	FREDDIE MAC	11/1/17	7/1/22		2.24	100,000,000	100,000,000	100,000,000	97,262,000
Federal Agencies	3134GBXU1	FREDDIE MAC	7/27/17	7/27/22		2.25	31,575,000	31,575,000	31,575,000	30,529,868
Federal Agencies	3130AC7E8	FEDERAL HOME LOAN BANK	9/1/17	9/1/22		2.17	50,000,000	50,000,000	50,000,000	48,098,000
<b>Subtotals</b>						<b>1.74</b>	<b>\$ 4,944,076,000</b>	<b>\$ 4,941,185,031</b>	<b>\$ 4,941,170,544</b>	<b>\$ 4,885,016,239</b>
State/Local Agencies	91412GL52	UNIV OF CALIFORNIA CA REVENUE	6/30/16	5/15/18		0.99	\$ 2,470,000	\$ 2,470,000	\$ 2,470,000	\$ 2,468,913
State/Local Agencies	546456CY8	LOUISIANA ST CITIZENS PROPERT	11/30/16	6/1/18		6.13	4,500,000	4,822,065	4,518,219	4,515,930
State/Local Agencies	603786GJ7	MINNEAPOLIS MN REVENUE	12/1/16	8/1/18		4.88	1,000,000	1,057,030	1,008,630	1,007,660
State/Local Agencies	13063C4V9	CALIFORNIA ST	11/3/16	11/1/18		1.05	50,000,000	50,147,500	50,037,280	49,715,500
State/Local Agencies	13063DAB4	CALIFORNIA ST	4/27/17	4/1/19		1.59	23,000,000	23,000,000	23,000,000	22,831,180
State/Local Agencies	13063CKL3	CALIFORNIA ST	10/27/16	5/1/19		2.25	4,750,000	4,879,058	4,801,426	4,734,848
State/Local Agencies	91412GL60	UNIV OF CALIFORNIA CA REVENUE	6/30/16	5/15/19		1.23	2,000,000	2,000,000	2,000,000	1,973,560
State/Local Agencies	91412GSB2	UNIV OF CALIFORNIA CA REVENUE	10/5/15	7/1/19		1.80	4,180,000	4,214,443	4,190,749	4,155,589
State/Local Agencies	91412GSB2	UNIV OF CALIFORNIA CA REVENUE	10/2/15	7/1/19		1.80	16,325,000	16,461,640	16,367,550	16,229,662
State/Local Agencies	6055804W6	MISSISSIPPI ST	4/23/15	10/1/19		6.09	8,500,000	10,217,510	9,048,502	8,903,410
State/Local Agencies	977100CW4	WISCONSIN ST GEN FUND ANNUAL	8/16/16	5/1/20		1.45	18,000,000	18,000,000	18,000,000	17,532,360
State/Local Agencies	13063DGA0	CALIFORNIA ST	4/25/18	4/1/21		2.80	33,000,000	33,001,320	33,001,313	32,964,690
State/Local Agencies	13066YTY5	CALIFORNIA ST DEPT OF WTR RES	2/6/17	5/1/21		1.71	29,139,823	28,646,777	28,790,064	28,289,232
State/Local Agencies	91412GF59	UNIV OF CALIFORNIA CA REVENUE	8/9/16	5/15/21		1.91	1,769,000	1,810,695	1,795,599	1,724,934
<b>Subtotals</b>						<b>2.01</b>	<b>\$ 198,633,823</b>	<b>\$ 200,728,039</b>	<b>\$ 199,029,331</b>	<b>\$ 197,047,468</b>



# Investment Inventory

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Settle Date	Maturity		Coupon	Par Value	Book Value	Amortized		Market Value
				Date					Book Value		
Public Time Deposits	PPA01U877	PREFERRED BANK LA CALIF	5/16/17	5/16/18	1.44	\$	240,000	\$	240,000	\$	240,000
Public Time Deposits	PPA30X603	SAN FRANCISCO CREDIT UNION	3/5/18	6/5/18	1.58		9,500,000		9,500,000		9,500,000
Public Time Deposits	PPQD16IX7	BRIDGE BANK	3/27/18	6/25/18	1.73		10,000,000		10,000,000		10,000,000
Public Time Deposits	PPF00EG70	BANK OF SAN FRANCISCO	3/16/18	9/12/18	1.91		5,000,000		5,000,000		5,000,000
<b>Subtotals</b>						<b>1.71</b>	<b>\$ 24,740,000</b>	<b>\$</b>	<b>24,740,000</b>	<b>\$</b>	<b>24,740,000</b>
Negotiable CDs	65602UQ92	NORINCHUKIN BANK NY	4/5/18	5/2/18	1.89	\$	35,000,000	\$	35,000,000	\$	35,000,346
Negotiable CDs	78009NT63	ROYAL BANK OF CANADA NY	5/10/17	5/10/18	1.47		50,000,000		50,000,000		49,996,324
Negotiable CDs	06417GZN1	BANK OF NOVA SCOTIA HOUSTON	10/16/17	5/14/18	1.54		50,000,000		50,000,000		49,996,418
Negotiable CDs	06417GXY9	BANK OF NOVA SCOTIA HOUSTON	8/30/17	5/25/18	1.48		35,000,000		35,000,000		34,994,002
Negotiable CDs	89113W2C9	TORONTO DOMINION BANK NY	6/2/17	6/4/18	1.46		50,000,000		50,000,000		49,986,750
Negotiable CDs	78009NU46	ROYAL BANK OF CANADA NY	6/12/17	6/12/18	2.20		50,000,000		50,000,000		50,028,982
Negotiable CDs	89113XBB9	TORONTO DOMINION BANK NY	8/10/17	6/15/18	1.50		50,000,000		50,000,000		49,985,418
Negotiable CDs	89113XBV5	TORONTO DOMINION BANK NY	8/16/17	6/15/18	1.50		50,000,000		50,000,000		49,985,445
Negotiable CDs	06371EDT1	BANK OF MONTREAL CHICAGO	7/6/17	7/2/18	2.09		50,000,000		50,000,000		50,032,897
Negotiable CDs	06371EMD6	BANK OF MONTREAL CHICAGO	9/1/17	7/2/18	1.50		50,000,000		50,000,000		49,980,182
Negotiable CDs	06371EQ77	BANK OF MONTREAL CHICAGO	10/4/17	7/2/18	2.08		50,000,000		50,000,000		50,032,024
Negotiable CDs	06371EXP7	BANK OF MONTREAL CHICAGO	12/8/17	7/2/18	1.75		50,000,000		50,000,000		50,002,453
Negotiable CDs	78009N6F8	ROYAL BANK OF CANADA NY	1/4/18	7/2/18	1.82		50,000,000		50,000,000		50,008,721
Negotiable CDs	89113W5H5	TORONTO DOMINION BANK NY	7/6/17	7/2/18	1.55		50,000,000		50,000,000		49,984,128
Negotiable CDs	89113XAT1	TORONTO DOMINION BANK NY	8/8/17	7/2/18	1.48		50,000,000		50,000,000		49,978,310
Negotiable CDs	96121T3R7	WESTPAC BANKING CORP NY	7/7/17	7/2/18	2.04		50,000,000		50,000,000		50,028,532
Negotiable CDs	06371E2G1	BANK OF MONTREAL CHICAGO	3/29/18	7/9/18	2.25		25,000,000		25,000,000		25,025,997
Negotiable CDs	63873NRL7	NATIXIS NY BRANCH	4/5/18	7/9/18	2.28		50,000,000		50,000,000		50,054,971
Negotiable CDs	78009NX50	ROYAL BANK OF CANADA NY	7/24/17	7/24/18	2.10		50,000,000		50,000,000		50,045,515
Negotiable CDs	96121T3W6	WESTPAC BANKING CORP NY	7/26/17	7/26/18	2.05		50,000,000		50,000,000		50,040,745
Negotiable CDs	96121T4D7	WESTPAC BANKING CORP NY	8/9/17	8/9/18	1.53		50,000,000		50,000,000		49,914,408
Negotiable CDs	89113XWK6	TORONTO DOMINION BANK NY	2/5/18	8/31/18	2.00		50,000,000		50,000,000		49,977,969
Negotiable CDs	06371EN60	BANK OF MONTREAL CHICAGO	2/9/18	9/6/18	2.05		25,000,000		25,000,000		24,992,918
Negotiable CDs	06417GK72	BANK OF NOVA SCOTIA HOUSTON	2/14/18	9/17/18	2.09		50,000,000		50,000,000		49,992,434
Negotiable CDs	65602UP85	NORINCHUKIN BANK (NY)	3/29/18	9/28/18	2.30		50,000,000		50,000,000		50,037,708
Negotiable CDs	06371EQJ9	BANK OF MONTREAL CHICAGO	10/3/17	10/1/18	2.11		50,000,000		50,000,000		49,997,214
Negotiable CDs	96121T4S4	WESTPAC BANKING CORP NY	10/11/17	10/15/18	2.09		50,000,000		50,000,000		49,992,281
Negotiable CDs	06371ERP4	BANK OF MONTREAL CHICAGO	10/16/17	10/25/18	2.11		45,000,000		45,000,000		44,997,130
Negotiable CDs	06417GZR2	BANK OF NOVA SCOTIA HOUSTON	10/25/17	10/25/18	2.10		50,000,000		50,000,000		49,994,354
Negotiable CDs	89113XJJ4	TORONTO DOMINION BANK NY	10/18/17	10/25/18	2.10		50,000,000		50,000,000		49,994,354
Negotiable CDs	06417GZT8	BANK OF NOVA SCOTIA HOUSTON	11/2/17	11/9/18	2.10		50,000,000		50,000,000		49,948,113
Negotiable CDs	89113XLP7	TORONTO DOMINION BANK NY	11/2/17	11/9/18	2.09		50,000,000		50,000,000		49,945,451
Negotiable CDs	78009N3T1	ROYAL BANK OF CANADA NY	11/20/17	11/20/18	1.83		50,000,000		50,000,000		49,866,094
Negotiable CDs	78012UAW5	ROYAL BANK OF CANADA NY	2/27/18	11/27/18	2.20		25,000,000		25,000,000		24,986,887
Negotiable CDs	89113XQJ6	TORONTO DOMINION BANK NY	12/6/17	12/6/18	2.12		25,000,000		25,000,000		24,974,310
Negotiable CDs	89113XQJ6	TORONTO DOMINION BANK NY	12/6/17	12/6/18	2.12		50,000,000		50,000,000		49,948,620
Negotiable CDs	06417GC48	BANK OF NOVA SCOTIA HOUS	12/7/17	12/7/18	2.13		50,000,000		50,000,000		49,950,058
Negotiable CDs	78009N5B8	ROYAL BANK OF CANADA NY	12/8/17	12/7/18	2.13		50,000,000		50,000,000		49,949,782
Negotiable CDs	96121T5B0	WESTPAC BANKING CORP NY	12/7/17	12/7/18	2.10		50,000,000		50,000,000		49,940,647
Negotiable CDs	78009N5M4	ROYAL BANK OF CANADA NY	12/19/17	12/19/18	2.14		50,000,000		50,000,000		49,950,415
Negotiable CDs	96121T5K0	WESTPAC BANKING CORP NY	12/27/17	12/21/18	2.13		50,000,000		50,000,000		49,947,624
Negotiable CDs	06371EA64	BANK OF MONTREAL CHICAGO	12/27/17	12/24/18	2.05		25,000,000		25,000,000		24,958,292
Negotiable CDs	96121T5M6	WESTPAC BANKING CORP NY	12/28/17	12/28/18	2.13		50,000,000		50,000,000		49,946,938
Negotiable CDs	06371EFH5	BANK OF MONTREAL CHICAGO	7/17/17	1/17/19	2.58		50,000,000		50,000,000		50,104,933

# Investment Inventory

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Settle Date	Maturity		Coupon	Par Value	Book Value	Amortized		Market Value
				Date					Book Value		
Negotiable CDs	06371EL21	BANK OF MONTREAL CHICAGO	1/29/18	1/23/19		2.15	25,000,000	25,000,000	25,000,000		24,974,013
Negotiable CDs	96121T7B8	WESTPAC BANKING CORP NY	3/5/18	3/5/19		2.21	50,000,000	50,000,000	50,000,000		49,918,270
Negotiable CDs	06427KSW8	BANK OF MONTREAL CHICAGO	3/9/17	3/8/19		2.33	27,838,000	27,838,000	27,838,000		27,820,437
Negotiable CDs	78012UCE3	ROYAL BANK OF CANADA NY	3/28/18	4/1/19		2.39	50,000,000	50,000,000	50,000,000		49,980,114
Negotiable CDs	06417GR42	BANK OF NOVA SCOTIA HOUSTON	4/4/18	4/3/19		2.38	50,000,000	50,000,000	50,000,000		49,978,248
<b>Subtotals</b>						<b>1.99</b>	<b>\$ 2,242,838,000</b>	<b>\$ 2,242,838,000</b>	<b>\$ 2,242,838,000</b>	<b>\$</b>	<b>2,242,168,178</b>
Commercial Paper	63873KE11	NATIXIS NY BRANCH	4/30/18	5/1/18		0.00	\$ 25,000,000	\$ 24,998,833	\$ 25,000,000	\$	25,000,000
Commercial Paper	89233HEE0	TOYOTA MOTOR CREDIT CORP	1/22/18	5/14/18		0.00	50,000,000	49,727,778	49,968,403		49,965,875
Commercial Paper	06538CF89	BANK OF TOKYO-MIT UFJ NY	9/12/17	6/8/18		0.00	50,000,000	49,417,167	49,417,167		49,900,250
Commercial Paper	06538CF89	BANK OF TOKYO-MIT UFJ NY	9/19/17	6/15/18		0.00	50,000,000	49,417,167	49,902,500		49,881,875
Commercial Paper	06538CG21	BANK OF TOKYO-MIT UFJ NY	3/26/18	7/2/18		0.00	45,000,000	44,715,800	44,820,200		44,841,900
Commercial Paper	06538CG21	BANK OF TOKYO-MIT UFJ NY	1/4/18	7/2/18		0.00	50,000,000	49,545,042	49,842,417		49,824,333
Commercial Paper	06538CG21	BANK OF TOKYO-MIT UFJ NY	3/1/18	7/2/18		0.00	50,000,000	49,642,958	49,820,028		49,824,333
Commercial Paper	62479MGB3	MUFG BANK LTD	4/11/18	7/11/18		0.00	20,000,000	19,882,711	19,908,489		19,919,533
Commercial Paper	89233HGP3	TOYOTA MOTOR CREDIT CORP	3/28/18	7/23/18		0.00	50,000,000	49,623,000	49,732,556		49,764,833
Commercial Paper	25214PG31	DEXIA CREDIT LOCAL SA NY	4/24/18	7/25/18		0.00	40,000,000	39,776,133	39,793,167		39,807,333
Commercial Paper	89233HH64	TOYOTA MOTOR CREDIT CORP	4/10/18	8/6/18		0.00	40,000,000	39,691,889	39,746,722		39,758,578
Commercial Paper	62479MJ53	MUFG BANK LTD	4/24/18	9/5/18		0.00	40,000,000	39,642,667	39,661,333		39,676,856
Commercial Paper	03785EJK1	APPLE INC	4/25/18	9/19/18		0.00	25,000,000	24,776,438	24,785,563		24,775,771
Commercial Paper	62479MJM6	MUFG BANK LTD	4/3/18	9/21/18		0.00	50,000,000	49,430,000	49,523,333		49,545,181
Commercial Paper	25214PFC2	DEXIA CREDIT LOCAL SA NY	4/3/18	10/3/18		0.00	40,000,000	39,530,300	39,602,167		39,605,611
Commercial Paper	06538CKK6	BANK OF TOKYO-MIT UFJ NY	1/22/18	10/19/18		0.00	25,000,000	24,615,625	24,756,563		24,728,063
Commercial Paper	06538CKK6	BANK OF TOKYO-MIT UFJ NY	1/24/18	10/19/18		0.00	45,000,000	44,313,250	44,561,813		44,510,513
Commercial Paper	06538CKN0	BANK OF TOKYO-MIT UFJ NY	1/25/18	10/22/18		0.00	25,000,000	24,613,750	24,751,083		24,723,292
Commercial Paper	89233HL93	TOYOTA MOTOR CREDIT CORP	2/15/18	11/9/18		0.00	50,000,000	49,184,167	49,413,333		49,360,000
<b>Subtotals</b>						<b>0.00</b>	<b>\$ 770,000,000</b>	<b>\$ 762,544,674</b>	<b>\$ 765,006,835</b>	<b>\$</b>	<b>765,414,129</b>
Medium Term Notes	89236TDN2	TOYOTA MOTOR CREDIT CORP	01/09/2017	01/09/2019		2.59	\$ 50,000,000	\$ 50,000,000	\$ 50,000,000	\$	50,082,500
Medium Term Notes	89236TEJ0	TOYOTA MOTOR CREDIT CORP	01/11/2018	01/10/2020		2.20	20,000,000	19,982,200	19,984,886		19,789,000
<b>Subtotals</b>						<b>2.48</b>	<b>\$ 70,000,000</b>	<b>\$ 69,982,200</b>	<b>\$ 69,984,886</b>	<b>\$</b>	<b>69,871,500</b>
Money Market Funds	09248U718	BLACKROCK LIQ INST GOV FUND	4/30/18	5/1/18		1.56	\$ 40,057	\$ 40,057	\$ 40,057	\$	40,057
Money Market Funds	31607A703	FIDELITY INST GOV FUND	4/30/18	5/1/18		1.57	110,861,773	110,861,773	110,861,773		110,861,773
Money Market Funds	61747C707	MORGAN STANLEY INST GOVT FUN	4/30/18	5/1/18		1.60	200,825,442	200,825,442	200,825,442		200,825,442
<b>Subtotals</b>						<b>1.59</b>	<b>\$ 311,727,273</b>	<b>\$ 311,727,273</b>	<b>\$ 311,727,273</b>	<b>\$</b>	<b>311,727,273</b>
Supranationals	45818LWF3	INTER-AMERICAN DEVELOP BANK I	4/23/18	5/1/18		0.00	\$ 25,000,000	\$ 24,990,556	\$ 25,000,000	\$	25,000,000
Supranationals	459515VWR9	INTERNATIONAL FINANCE CORP DI	4/23/18	5/11/18		0.00	50,000,000	49,957,500	49,976,389		49,976,400
Supranationals	459515XE7	INTERNATIONAL FINANCE CORP DI	4/30/18	5/24/18		0.00	23,000,000	22,974,041	22,975,122		22,975,022
Supranationals	459053YZ1	INTL BK RECON & DEVELOP DISCO	4/6/18	7/6/18		0.00	35,000,000	34,840,750	34,884,500		34,882,050
Supranationals	4581X0BR8	INTER-AMERICAN DEVEL BK	12/28/17	8/24/18		1.75	16,000,000	16,002,560	16,001,232		15,980,000
Supranationals	459053D27	INTL BK RECON & DEVELOP DISCO	4/9/18	8/24/18		0.00	30,000,000	29,787,650	29,821,750		29,817,900
Supranationals	459058ER0	INTL BK RECON & DEVELOP	10/7/15	10/5/18		1.00	25,000,000	24,957,500	24,993,901		24,878,250
Supranationals	45950VLM6	INTERNATIONAL FINANCE CORP	3/1/18	3/1/19		1.89	50,000,000	50,000,000	50,000,000		49,987,500
Supranationals	459058FQ1	INTL BANK RECON & DEVELOPMEN	11/6/17	9/30/19		1.20	50,000,000	49,483,894	49,614,969		49,085,000
Supranationals	45905UJ6	INTL BANK RECON & DEVELOPMEN	6/2/17	10/25/19		1.30	25,000,000	24,845,000	24,903,989		24,516,750
Supranationals	45905UJ6	INTL BK RECON & DEVELOP	6/2/17	10/25/19		1.30	29,300,000	29,118,340	29,118,340		28,733,631
Supranationals	459058FZ1	INTL BK RECON & DEVELOP	3/21/17	4/21/20		1.88	50,000,000	49,956,500	49,972,171		49,296,500
Supranationals	4581X0CX4	INTER-AMERICAN DEVEL BK	4/12/17	5/12/20		1.63	25,000,000	24,940,750	24,960,956		24,550,250

# Investment Inventory

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Settle Date	Maturity		Coupon	Par Value	Book Value	Amortized	Market Value
				Date					Book Value	
Supranationals	459058GA5	INTL BK RECON & DEVELOPMENT	8/29/17	9/4/20		1.63	50,000,000	49,989,500	49,991,834	48,805,000
Supranationals	45905UQ80	INTL BK RECON & DEVELOP	11/9/17	11/9/20		1.95	50,000,000	49,965,000	49,970,525	49,068,500
Supranationals	45905UQ80	INTL BK RECON & DEVELOP	12/20/17	11/9/20		1.95	50,000,000	49,829,542	49,753,721	49,068,500
Supranationals	45950KCM0	INTERNATIONAL FINANCE CORP	1/25/18	1/25/21		2.25	50,000,000	49,853,000	49,865,876	49,343,500
Supranationals	4581X0DB1	INTER-AMERICAN DEVEL BK	4/19/18	4/19/21		2.63	45,000,000	44,901,000	44,902,084	44,756,100
<b>Subtotals</b>						<b>1.35</b>	<b>\$ 678,300,000</b>	<b>\$ 676,393,082</b>	<b>\$ 676,776,492</b>	<b>\$ 670,720,853</b>
<b>Grand Totals</b>						<b>1.56</b>	<b>\$ 10,240,315,096</b>	<b>\$ 10,223,349,062</b>	<b>\$ 10,226,388,329</b>	<b>\$ 10,152,882,640</b>



# Monthly Investment Earnings

## Pooled Fund

For month ended April 30, 2018

Type of Investment	CUSIP	Issuer Name	Par Value	Coupon	YTM <sup>1</sup>	Settle Date	Maturity		Amort.	Realized	Earned Income
							Date	Earned Interest	Expense	Gain/(Loss)	/Net Earnings
U.S. Treasuries	912796NY1	TREASURY BILL	\$ -	0.00	1.55	3/8/18	4/5/18	\$ -	\$ 8,611	\$ -	\$ 8,611
U.S. Treasuries	912796NY1	TREASURY BILL	-	0.00	1.63	4/3/18	4/5/18	-	4,528	-	4,528
U.S. Treasuries	912796PA1	TREASURY BILL	-	0.00	1.66	4/4/18	4/12/18	-	18,461	-	18,461
U.S. Treasuries	912796PA1	TREASURY BILL	-	0.00	1.61	4/5/18	4/12/18	-	15,653	-	15,653
U.S. Treasuries	912796PA1	TREASURY BILL	-	0.00	1.66	4/9/18	4/12/18	-	6,917	-	6,917
U.S. Treasuries	912796PA1	TREASURY BILL	-	0.00	1.66	4/9/18	4/12/18	-	6,917	-	6,917
U.S. Treasuries	912796PA1	TREASURY BILL	-	0.00	1.65	4/11/18	4/12/18	-	4,583	-	4,583
U.S. Treasuries	912796PA1	TREASURY BILL	-	0.00	1.65	4/11/18	4/12/18	-	2,292	-	2,292
U.S. Treasuries	912796PA1	TREASURY BILL	-	0.00	1.64	4/11/18	4/12/18	-	2,278	-	2,278
U.S. Treasuries	912796PA1	TREASURY BILL	-	0.00	1.65	4/11/18	4/12/18	-	2,290	-	2,290
U.S. Treasuries	912796PB9	TREASURY BILL	-	0.00	1.43	1/18/18	4/19/18	-	71,000	-	71,000
U.S. Treasuries	912796PB9	TREASURY BILL	-	0.00	1.65	4/18/18	4/19/18	-	2,292	-	2,292
U.S. Treasuries	912796PB9	TREASURY BILL	-	0.00	1.65	4/18/18	4/19/18	-	2,292	-	2,292
U.S. Treasuries	912796PB9	TREASURY BILL	-	0.00	1.65	4/18/18	4/19/18	-	2,747	-	2,747
U.S. Treasuries	912796LX5	TREASURY BILL	-	0.00	1.07	4/27/17	4/26/18	18,403	-	-	18,403
U.S. Treasuries	912796PC7	TREASURY BILL	100,000,000	0.00	1.43	2/1/18	5/3/18	-	118,750	-	118,750
U.S. Treasuries	912828XF2	US TREASURY	50,000,000	1.13	1.26	6/14/17	6/15/18	46,360	5,603	-	51,963
U.S. Treasuries	912796NQ8	TREASURY BILL	50,000,000	0.00	1.77	2/13/18	8/16/18	-	72,917	-	72,917
U.S. Treasuries	9128282C3	US TREASURY	25,000,000	0.75	1.82	2/14/18	8/31/18	15,285	21,603	-	36,888
U.S. Treasuries	912796QA0	TREASURY BILL	50,000,000	0.00	1.92	3/29/18	9/27/18	-	79,063	-	79,063
U.S. Treasuries	912796QA0	TREASURY BILL	50,000,000	0.00	1.90	3/29/18	9/27/18	-	78,583	-	78,583
U.S. Treasuries	912828L81	US TREASURY	50,000,000	0.88	1.68	12/13/17	10/15/18	35,953	32,744	-	68,696
U.S. Treasuries	912828L81	US TREASURY	50,000,000	0.88	1.75	1/10/18	10/15/18	35,953	35,409	-	71,362
U.S. Treasuries	912828T83	US TREASURY	25,000,000	0.75	1.92	2/15/18	10/31/18	15,530	23,733	-	39,263
U.S. Treasuries	912828WD8	US TREASURY	50,000,000	1.25	1.71	12/19/17	10/31/18	51,767	18,542	-	70,310
U.S. Treasuries	912828V56	US TREASURY	50,000,000	1.13	2.03	2/15/18	1/31/19	46,616	36,496	-	83,112
U.S. Treasuries	912828P53	US TREASURY	50,000,000	0.75	2.10	4/12/18	2/15/19	19,682	34,587	-	54,270
U.S. Treasuries	912796PT0	TREASURY BILL	50,000,000	0.00	2.06	3/1/18	2/28/19	-	84,167	-	84,167
U.S. Treasuries	912828XS4	US TREASURY	50,000,000	1.25	1.36	6/20/17	5/31/19	51,511	4,374	-	55,885
U.S. Treasuries	9128283N8	US TREASURY	50,000,000	1.88	2.01	1/16/18	12/31/19	77,693	5,416	-	83,110
U.S. Treasuries	912828XU9	US TREASURY	50,000,000	1.50	1.51	6/20/17	6/15/20	61,813	483	-	62,297
U.S. Treasuries	912828S27	US TREASURY	25,000,000	1.13	1.64	8/15/17	6/30/21	23,308	10,187	-	33,495
U.S. Treasuries	912828T67	US TSY NT	50,000,000	1.25	1.43	11/10/16	10/31/21	51,767	7,034	-	58,801
U.S. Treasuries	912828U65	US TSY NT	100,000,000	1.75	1.90	12/13/16	11/30/21	144,231	11,376	-	155,607
U.S. Treasuries	912828XW5	US TREASURY	25,000,000	1.75	1.77	8/15/17	6/30/22	36,257	379	-	36,635
<b>Subtotals</b>			<b>\$ 1,000,000,000</b>					<b>\$ 732,130</b>	<b>\$ 832,304</b>	<b>\$ -</b>	<b>\$ 1,564,434</b>
Federal Agencies	313385VC7	FED HOME LN DISCOUNT NT	\$ -	0.00	1.58	4/3/18	4/4/18	\$ -	\$ 2,194	\$ -	\$ 2,194
Federal Agencies	313385VC7	FED HOME LN DISCOUNT NT	-	0.00	1.58	4/3/18	4/4/18	-	2,194	-	2,194
Federal Agencies	313385VC7	FED HOME LN DISCOUNT NT	-	0.00	1.58	4/3/18	4/4/18	-	2,194	-	2,194
Federal Agencies	313385VD5	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/4/18	4/5/18	-	2,222	-	2,222
Federal Agencies	313385VD5	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/4/18	4/5/18	-	2,222	-	2,222
Federal Agencies	313385VE3	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/5/18	4/6/18	-	2,222	-	2,222
Federal Agencies	313385VE3	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/5/18	4/6/18	-	2,222	-	2,222
Federal Agencies	313385VE3	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/5/18	4/6/18	-	2,222	-	2,222
Federal Agencies	313385VE3	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/5/18	4/6/18	-	2,222	-	2,222
Federal Agencies	313385VH6	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/6/18	4/9/18	-	6,667	-	6,667
Federal Agencies	313385VH6	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/6/18	4/9/18	-	6,667	-	6,667
Federal Agencies	313385VH6	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/6/18	4/9/18	-	6,667	-	6,667
Federal Agencies	313385VH6	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/6/18	4/9/18	-	6,792	-	6,792
Federal Agencies	3137EAEA3	FREDDIE MAC	-	0.75	0.94	2/8/17	4/9/18	4,167	1,040	-	5,207
Federal Agencies	313385VJ2	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/9/18	4/10/18	-	2,264	-	2,264
Federal Agencies	313385VJ2	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/9/18	4/10/18	-	2,264	-	2,264



# Monthly Investment Earnings

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Par Value	Coupon	YTM <sup>1</sup>	Settle Date	Maturity Date	Earned Interest	Amort Expense	Realized Gain/(Loss)	Earned Income /Net Earnings
Federal Agencies	313385VJ2	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/9/18	4/10/18	-	2,264	-	2,264
Federal Agencies	313385VK9	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/9/18	4/11/18	-	9,111	-	9,111
Federal Agencies	313385VK9	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/10/18	4/11/18	-	2,250	-	2,250
Federal Agencies	313385VK9	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/10/18	4/11/18	-	2,250	-	2,250
Federal Agencies	313385VK9	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/10/18	4/11/18	-	2,250	-	2,250
Federal Agencies	313385VL7	FED HOME LN DISCOUNT NT	-	0.00	1.69	4/11/18	4/12/18	-	3,150	-	3,150
Federal Agencies	313385VM5	FED HOME LN DISCOUNT NT	-	0.00	1.42	1/23/18	4/13/18	-	470	-	470
Federal Agencies	313385VM5	FED HOME LN DISCOUNT NT	-	0.00	1.59	4/12/18	4/13/18	-	11,833	-	11,833
Federal Agencies	313385VM5	FED HOME LN DISCOUNT NT	-	0.00	1.59	4/12/18	4/13/18	-	4,417	-	4,417
Federal Agencies	313385VM5	FED HOME LN DISCOUNT NT	-	0.00	1.59	4/12/18	4/13/18	-	2,208	-	2,208
Federal Agencies	313385VM5	FED HOME LN DISCOUNT NT	-	0.00	1.59	4/12/18	4/13/18	-	2,208	-	2,208
Federal Agencies	313385VM5	FED HOME LN DISCOUNT NT	-	0.00	1.59	4/12/18	4/13/18	-	4,417	-	4,417
Federal Agencies	313385VM5	FED HOME LN DISCOUNT NT	-	0.00	1.59	4/12/18	4/13/18	-	2,208	-	2,208
Federal Agencies	313385VM5	FED HOME LN DISCOUNT NT	-	0.00	1.59	4/12/18	4/13/18	-	2,208	-	2,208
Federal Agencies	313313VQ8	FED FARM CRD DISCOUNT NT	-	0.00	1.60	4/13/18	4/16/18	-	1,546	-	1,546
Federal Agencies	313385VQ6	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/13/18	4/16/18	-	6,667	-	6,667
Federal Agencies	313385VQ6	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/6/18	4/16/18	-	13,583	-	13,583
Federal Agencies	313385VQ6	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/13/18	4/16/18	-	13,333	-	13,333
Federal Agencies	313385VQ6	FED HOME LN DISCOUNT NT	-	0.00	1.60	4/13/18	4/16/18	-	6,667	-	6,667
Federal Agencies	313385VQ6	FED HOME LN DISCOUNT NT	-	0.00	1.61	4/13/18	4/16/18	-	4,703	-	4,703
Federal Agencies	313385VQ6	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/13/18	4/16/18	-	6,792	-	6,792
Federal Agencies	313385VQ6	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/13/18	4/16/18	-	2,717	-	2,717
Federal Agencies	3133EEZC7	FEDERAL FARM CREDIT BANK	-	1.84	2.01	4/16/15	4/16/18	38,258	104	-	38,362
Federal Agencies	313385VR4	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/11/18	4/17/18	-	13,500	-	13,500
Federal Agencies	313385VR4	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/13/18	4/17/18	-	11,609	-	11,609
Federal Agencies	313385VR4	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/16/18	4/17/18	-	4,500	-	4,500
Federal Agencies	313385VR4	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/16/18	4/17/18	-	4,500	-	4,500
Federal Agencies	313385VR4	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/16/18	4/17/18	-	1,800	-	1,800
Federal Agencies	313385VS2	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/12/18	4/18/18	-	3,996	-	3,996
Federal Agencies	313385VS2	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/17/18	4/18/18	-	2,250	-	2,250
Federal Agencies	313385VS2	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/17/18	4/18/18	-	2,250	-	2,250
Federal Agencies	313385VS2	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/17/18	4/18/18	-	2,250	-	2,250
Federal Agencies	313385VS2	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/17/18	4/18/18	-	2,250	-	2,250
Federal Agencies	313385VS2	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/17/18	4/18/18	-	2,250	-	2,250
Federal Agencies	313385VS2	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/17/18	4/18/18	-	2,250	-	2,250
Federal Agencies	313385VS2	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/17/18	4/18/18	-	1,135	-	1,135
Federal Agencies	3132X0SB8	FARMER MAC	-	1.25	1.25	4/19/17	4/19/18	31,250	-	-	31,250
Federal Agencies	3132X0SB8	FARMER MAC	-	1.25	1.28	8/10/17	4/19/18	6,250	143	-	6,393
Federal Agencies	313385VT0	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/18/18	4/19/18	-	2,271	-	2,271
Federal Agencies	313385VT0	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/18/18	4/19/18	-	2,271	-	2,271
Federal Agencies	313385VU7	FED HOME LN DISCOUNT NT	-	0.00	1.65	4/18/18	4/20/18	-	2,696	-	2,696
Federal Agencies	313385VU7	FED HOME LN DISCOUNT NT	-	0.00	1.65	4/18/18	4/20/18	-	2,750	-	2,750
Federal Agencies	313385VU7	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/19/18	4/20/18	-	5,677	-	5,677
Federal Agencies	313385VU7	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/19/18	4/20/18	-	4,170	-	4,170
Federal Agencies	313385VX1	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/20/18	4/23/18	-	6,813	-	6,813
Federal Agencies	313385VX1	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/20/18	4/23/18	-	6,813	-	6,813
Federal Agencies	313385VX1	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/20/18	4/23/18	-	6,813	-	6,813
Federal Agencies	313385VX1	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/20/18	4/23/18	-	6,813	-	6,813
Federal Agencies	313385VX1	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/20/18	4/23/18	-	6,131	-	6,131
Federal Agencies	313385VY9	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/13/18	4/24/18	-	12,949	-	12,949
Federal Agencies	313385VY9	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/23/18	4/24/18	-	4,542	-	4,542
Federal Agencies	313385VY9	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/23/18	4/24/18	-	2,271	-	2,271
Federal Agencies	313385VY9	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/23/18	4/24/18	-	2,271	-	2,271
Federal Agencies	313385VY9	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/23/18	4/24/18	-	2,271	-	2,271
Federal Agencies	313385VY9	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/23/18	4/24/18	-	2,044	-	2,044

# Monthly Investment Earnings

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Par Value	Coupon	YTM <sup>1</sup>	Settle Date	Maturity Date	Earned Interest	Amort. Expense	Realized Gain/(Loss)	Earned Income /Net Earnings
Federal Agencies	31331KJB7	FEDERAL FARM CREDIT BANK	-	3.00	0.94	2/2/16	4/25/18	28,460	(19,076)	-	9,384
Federal Agencies	313385VZ6	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/24/18	4/25/18	-	4,556	-	4,556
Federal Agencies	313385VZ6	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/24/18	4/25/18	-	2,278	-	2,278
Federal Agencies	313385VZ6	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/24/18	4/25/18	-	2,278	-	2,278
Federal Agencies	313385VZ6	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/24/18	4/25/18	-	2,278	-	2,278
Federal Agencies	313385WA0	FED HOME LN DISCOUNT NT	-	0.00	1.62	4/17/18	4/26/18	-	20,250	-	20,250
Federal Agencies	313385WA0	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/25/18	4/26/18	-	2,278	-	2,278
Federal Agencies	313385WA0	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/25/18	4/26/18	-	2,278	-	2,278
Federal Agencies	313385WA0	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/25/18	4/26/18	-	2,278	-	2,278
Federal Agencies	313385WA0	FED HOME LN DISCOUNT NT	-	0.00	1.66	4/25/18	4/26/18	-	2,306	-	2,306
Federal Agencies	313385WB8	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/26/18	4/27/18	-	4,556	-	4,556
Federal Agencies	313385WB8	FED HOME LN DISCOUNT NT	-	0.00	1.64	4/26/18	4/27/18	-	4,556	-	4,556
Federal Agencies	313385WE2	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/27/18	4/30/18	-	6,792	-	6,792
Federal Agencies	313385WE2	FED HOME LN DISCOUNT NT	-	0.00	1.63	4/27/18	4/30/18	-	13,583	-	13,583
Federal Agencies	313385WF9	FED HOME LN DISCOUNT NT	14,760,000	0.00	1.55	4/30/18	5/1/18	-	636	-	636
Federal Agencies	313385WF9	FED HOME LN DISCOUNT NT	50,000,000	0.00	1.62	4/27/18	5/1/18	-	9,000	-	9,000
Federal Agencies	313385WP7	FED HOME LN DISCOUNT NT	50,000,000	0.00	1.64	4/23/18	5/9/18	-	18,222	-	18,222
Federal Agencies	3135G0WJ8	FANNIE MAE	25,000,000	0.88	1.05	5/23/13	5/21/18	18,229	3,512	-	21,741
Federal Agencies	3130A8VL4	FEDERAL HOME LOAN BANK	10,000,000	1.00	1.00	8/24/16	5/24/18	8,333	-	-	8,333
Federal Agencies	3130A8VL4	FEDERAL HOME LOAN BANK	25,000,000	1.00	1.00	8/24/16	5/24/18	20,833	-	-	20,833
Federal Agencies	3134G9HC4	FREDDIE MAC	10,000,000	1.00	1.03	5/25/16	5/25/18	8,333	205	-	8,539
Federal Agencies	313385XL5	FED HOME LN DISCOUNT NT	50,000,000	0.00	1.25	5/30/17	5/30/18	51,250	-	-	51,250
Federal Agencies	3133EFC72	FEDERAL FARM CREDIT BANK	25,000,000	1.95	1.95	9/8/15	6/8/18	39,735	-	-	39,735
Federal Agencies	3133EFC72	FEDERAL FARM CREDIT BANK	50,000,000	1.95	1.95	9/8/15	6/8/18	79,470	-	-	79,470
Federal Agencies	3133EEV48	FEDERAL FARM CREDIT BANK	50,000,000	1.94	1.99	6/11/15	6/11/18	78,734	109	-	78,843
Federal Agencies	3133EFSH1	FEDERAL FARM CREDIT BANK	25,000,000	1.17	1.25	12/18/15	6/14/18	24,375	1,576	-	25,951
Federal Agencies	3133EGGC3	FEDERAL FARM CREDIT BANK	25,000,000	2.02	2.02	6/20/16	6/20/18	41,033	-	-	41,033
Federal Agencies	3134G9UY1	FREDDIE MAC	25,000,000	1.00	1.00	6/29/16	6/29/18	20,833	-	-	20,833
Federal Agencies	3134G9UY1	FREDDIE MAC	25,000,000	1.00	1.00	6/29/16	6/29/18	20,833	-	-	20,833
Federal Agencies	3133EGBQ7	FEDERAL FARM CREDIT BANK	25,000,000	2.03	2.03	5/19/16	7/19/18	41,108	-	-	41,108
Federal Agencies	3133EGBQ7	FEDERAL FARM CREDIT BANK	25,000,000	2.03	2.03	5/19/16	7/19/18	41,108	-	-	41,108
Federal Agencies	3130A8U50	FEDERAL HOME LOAN BANK	22,250,000	0.83	0.89	7/29/16	7/25/18	15,390	1,107	-	16,497
Federal Agencies	3134G9Q67	FREDDIE MAC	25,000,000	1.05	1.05	7/27/16	7/27/18	21,875	-	-	21,875
Federal Agencies	3134G9Q67	FREDDIE MAC	25,000,000	1.05	1.06	7/27/16	7/27/18	21,875	257	-	22,132
Federal Agencies	3133EGFQ3	FEDERAL FARM CREDIT BANK	25,000,000	0.88	0.91	9/21/16	9/14/18	18,229	788	-	19,018
Federal Agencies	3130A9C90	FEDERAL HOME LOAN BANK	25,000,000	1.05	1.05	9/28/16	9/28/18	21,875	-	-	21,875
Federal Agencies	3133EGFK6	FEDERAL FARM CREDIT BANK	25,000,000	2.03	2.03	6/17/16	10/17/18	41,228	-	-	41,228
Federal Agencies	3133EGFK6	FEDERAL FARM CREDIT BANK	25,000,000	2.03	2.03	6/17/16	10/17/18	41,228	-	-	41,228
Federal Agencies	313376BR5	FEDERAL HOME LOAN BANK	2,770,000	1.75	1.57	11/8/17	12/14/18	4,040	(399)	-	3,640
Federal Agencies	313376BR5	FEDERAL HOME LOAN BANK	15,000,000	1.75	1.31	12/20/16	12/14/18	21,875	(5,277)	-	16,598
Federal Agencies	313376BR5	FEDERAL HOME LOAN BANK	25,000,000	1.75	1.33	8/23/17	12/14/18	36,458	(8,551)	-	27,907
Federal Agencies	3135G0G72	FANNIE MAE	3,775,000	1.13	1.57	11/8/17	12/14/18	3,539	1,373	-	4,912
Federal Agencies	3133EGDM4	FEDERAL FARM CREDIT BANK	25,000,000	2.05	2.05	6/2/16	1/2/19	42,493	-	-	42,493
Federal Agencies	3133EG2V6	FEDERAL FARM CREDIT BANK	25,000,000	1.94	1.94	1/3/17	1/3/19	40,073	-	-	40,073
Federal Agencies	3130AAE46	FEDERAL HOME LOAN BANK	8,270,000	1.25	2.12	4/4/18	1/16/19	7,753	5,228	-	12,981
Federal Agencies	3134GAH23	FREDDIE MAC	25,000,000	1.50	1.50	1/17/17	1/17/19	31,250	-	-	31,250
Federal Agencies	3130A8VZ3	FEDERAL HOME LOAN BANK	25,000,000	1.05	1.05	7/28/16	1/25/19	21,875	-	-	21,875
Federal Agencies	3132X0EK3	FARMER MAC	25,000,000	2.46	2.46	1/25/16	1/25/19	41,001	-	-	41,001
Federal Agencies	3134GAS39	FREDDIE MAC	25,000,000	1.50	1.50	2/1/17	2/1/19	31,250	-	-	31,250
Federal Agencies	3132X0R94	FARMER MAC	25,000,000	2.14	2.14	4/5/18	2/15/19	38,639	-	-	38,639
Federal Agencies	3133EGBU8	FEDERAL FARM CREDIT BANK	50,000,000	2.07	2.07	5/25/16	2/25/19	85,484	-	-	85,484
Federal Agencies	3130AAXX1	FEDERAL HOME LOAN BANK	9,500,000	1.38	2.16	4/6/18	3/18/19	9,071	5,059	-	14,130



# Monthly Investment Earnings

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Par Value	Coupon	YTM <sup>1</sup>	Settle Date	Maturity Date	Earned Interest	Amort. Expense	Realized Gain/(Loss)	Earned Income /Net Earnings
Federal Agencies	3130AAXX1	FEDERAL HOME LOAN BANK	50,000,000	1.38	2.18	4/6/18	3/18/19	47,743	27,366	-	75,109
Federal Agencies	3132X0ED9	FARMER MAC	40,000,000	2.25	2.25	1/19/16	3/19/19	74,917	-	-	74,917
Federal Agencies	3133EJHG7	FEDERAL FARM CREDIT BANK	25,000,000	2.13	2.16	3/22/18	3/22/19	44,375	571	-	44,946
Federal Agencies	3133EJHG7	FEDERAL FARM CREDIT BANK	25,000,000	2.13	2.16	3/22/18	3/22/19	44,375	571	-	44,946
Federal Agencies	3134GBFR8	FREDDIE MAC	25,000,000	1.40	1.40	4/5/17	4/5/19	29,167	-	-	29,167
Federal Agencies	3133EGAV7	FEDERAL FARM CREDIT BANK	50,350,000	1.17	1.85	12/5/17	5/17/19	49,091	27,750	-	76,841
Federal Agencies	3136G3QP3	FANNIE MAE	10,000,000	1.25	1.25	5/24/16	5/24/19	10,417	-	-	10,417
Federal Agencies	3130ABF92	FEDERAL HOME LOAN BANK	30,000,000	1.38	1.47	5/12/17	5/28/19	34,375	2,280	-	36,655
Federal Agencies	3133EHLG6	FEDERAL FARM CREDIT BANK	27,000,000	1.32	1.35	5/30/17	5/30/19	29,700	666	-	30,366
Federal Agencies	3133EHMR1	FEDERAL FARM CREDIT BANK	50,000,000	1.38	1.38	6/12/17	6/12/19	57,292	-	-	57,292
Federal Agencies	313379EE5	FEDERAL HOME LOAN BANK	25,000,000	1.63	1.41	6/9/17	6/14/19	33,854	(4,316)	-	29,538
Federal Agencies	313379EE5	FEDERAL HOME LOAN BANK	25,000,000	1.63	1.38	8/23/17	6/14/19	33,854	(4,943)	-	28,911
Federal Agencies	313379EE5	FEDERAL HOME LOAN BANK	35,750,000	1.63	1.43	8/9/17	6/14/19	48,411	(5,601)	-	42,810
Federal Agencies	3134G9QW0	FREDDIE MAC	50,000,000	1.28	1.28	6/14/16	6/14/19	53,333	-	-	53,333
Federal Agencies	3130AC7C2	FEDERAL HOME LOAN BANK	15,000,000	1.40	1.38	8/23/17	7/11/19	17,500	(236)	-	17,264
Federal Agencies	3134G9YR2	FREDDIE MAC	50,000,000	1.50	1.50	7/12/16	7/12/19	62,500	-	-	62,500
Federal Agencies	3130A8Y72	FEDERAL HOME LOAN BANK	5,000,000	0.88	2.37	4/19/18	8/5/19	1,458	2,408	-	3,866
Federal Agencies	3130A8Y72	FEDERAL HOME LOAN BANK	24,000,000	0.88	2.37	4/19/18	8/5/19	7,000	11,526	-	18,526
Federal Agencies	3133EGED3	FEDERAL FARM CREDIT BANK	25,000,000	2.08	2.08	6/9/16	8/9/19	42,353	-	-	42,353
Federal Agencies	3133EGED3	FEDERAL FARM CREDIT BANK	25,000,000	2.08	2.08	6/9/16	8/9/19	42,353	-	-	42,353
Federal Agencies	3134G94F1	FREDDIE MAC	25,000,000	1.25	1.25	8/15/16	8/15/19	26,042	-	-	26,042
Federal Agencies	3133EGX67	FEDERAL FARM CREDIT BANK	50,000,000	2.02	2.02	12/20/16	8/20/19	82,065	-	-	82,065
Federal Agencies	3135G0P23	FANNIE MAE	20,000,000	1.25	1.25	8/30/16	8/23/19	20,833	-	-	20,833
Federal Agencies	3136G3X59	FANNIE MAE	25,000,000	1.10	1.10	8/23/16	8/23/19	22,917	-	-	22,917
Federal Agencies	3134G9GS0	FREDDIE MAC	25,000,000	1.25	1.25	5/26/16	8/26/19	26,042	-	-	26,042
Federal Agencies	3134GAFY5	FREDDIE MAC	8,450,000	1.30	1.82	11/28/17	8/28/19	9,154	3,536	-	12,690
Federal Agencies	3134GAHR8	FREDDIE MAC	25,000,000	1.50	1.50	9/23/16	9/23/19	31,250	-	-	31,250
Federal Agencies	3135G0Q30	FANNIE MAE	50,000,000	1.18	1.18	10/21/16	9/27/19	49,167	-	-	49,167
Federal Agencies	3132X0KH3	FARMER MAC	50,000,000	2.32	2.32	10/6/16	10/1/19	96,583	-	-	96,583
Federal Agencies	3133EGXK6	FEDERAL FARM CREDIT BANK	20,000,000	1.12	1.86	12/1/17	10/11/19	18,667	11,841	-	30,508
Federal Agencies	3134G8TG4	FREDDIE MAC	15,000,000	1.50	1.50	4/11/16	10/11/19	18,750	-	-	18,750
Federal Agencies	3130ACM92	FEDERAL HOME LOAN BANK	21,500,000	1.50	1.59	10/13/17	10/21/19	26,875	1,547	-	28,422
Federal Agencies	3136G0T68	FANNIE MAE	14,000,000	1.33	1.44	8/28/17	10/24/19	15,517	1,211	-	16,728
Federal Agencies	3134GBHT2	FREDDIE MAC	50,000,000	1.63	1.60	9/12/17	10/25/19	67,708	(951)	-	66,758
Federal Agencies	3136G4FJ7	FANNIE MAE	25,000,000	1.20	1.20	10/25/16	10/25/19	25,000	-	-	25,000
Federal Agencies	3136G4E22	FANNIE MAE	50,000,000	1.13	1.16	10/28/16	10/30/19	46,875	1,367	-	48,242
Federal Agencies	3134GAVL5	FREDDIE MAC	100,000,000	1.17	1.17	11/4/16	11/4/19	97,500	-	-	97,500
Federal Agencies	3136G3LV5	FANNIE MAE	8,950,000	1.35	1.35	5/26/16	11/26/19	10,069	-	-	10,069
Federal Agencies	3133EGN43	FEDERAL FARM CREDIT BANK	50,000,000	2.05	2.05	12/2/16	12/2/19	84,986	-	-	84,986
Federal Agencies	3130A0JR2	FEDERAL HOME LOAN BANK	11,360,000	2.38	1.90	12/15/17	12/13/19	22,483	(4,322)	-	18,161
Federal Agencies	3130A0JR2	FEDERAL HOME LOAN BANK	20,000,000	2.38	1.90	12/12/17	12/13/19	39,583	(7,638)	-	31,945
Federal Agencies	3130A0JR2	FEDERAL HOME LOAN BANK	40,000,000	2.38	1.90	12/15/17	12/13/19	79,167	(15,214)	-	63,952
Federal Agencies	3132X0PG0	FARMER MAC	50,000,000	1.96	1.96	2/10/17	1/3/20	80,979	-	-	80,979
Federal Agencies	3134G9VR5	FREDDIE MAC	25,000,000	1.38	1.38	7/6/16	1/6/20	28,646	-	-	28,646
Federal Agencies	3136G4KQ5	FANNIE MAE	1,000,000	1.65	1.84	11/17/17	1/17/20	1,375	149	-	1,524
Federal Agencies	3136G4KQ5	FANNIE MAE	31,295,000	1.65	1.84	11/17/17	1/17/20	43,031	4,665	-	47,695
Federal Agencies	3133EJLU1	FEDERAL FARM CREDIT BANK	25,000,000	2.42	2.43	4/24/18	1/24/20	11,764	38	-	11,802
Federal Agencies	3133EJLU1	FEDERAL FARM CREDIT BANK	25,000,000	2.42	2.43	4/24/18	1/24/20	11,764	47	-	11,811
Federal Agencies	3130ADN32	FEDERAL HOME LOAN BANK	50,000,000	2.13	2.22	2/9/18	2/11/20	88,542	3,750	-	92,292
Federal Agencies	313378J77	FEDERAL HOME LOAN BANK	15,710,000	1.88	1.56	5/17/17	3/13/20	24,547	(3,895)	-	20,652
Federal Agencies	3133EHZN6	FEDERAL FARM CREDIT BANK	20,000,000	1.45	1.49	9/20/17	3/20/20	24,167	678	-	24,844
Federal Agencies	3133EJHL6	FEDERAL FARM CREDIT BANK	50,000,000	2.38	2.41	3/27/18	3/27/20	98,958	1,477	-	100,436
Federal Agencies	3136G3TK1	FANNIE MAE	25,000,000	1.50	1.50	7/6/16	4/6/20	31,250	-	-	31,250
Federal Agencies	3136G4BL6	FANNIE MAE	15,000,000	1.25	1.25	10/17/16	4/17/20	15,625	-	-	15,625

# Monthly Investment Earnings

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Par Value	Coupon	YTM <sup>1</sup>	Settle Date	Maturity		Amort.	Realized	Earned Income
							Date	Earned Interest	Expense	Gain/(Loss)	/Net Earnings
Federal Agencies	3130AE2M1	FEDERAL HOME LOAN BANK	50,000,000	2.50	2.50	4/20/18	4/20/20	38,194	-	-	38,194
Federal Agencies	3137EAE17	FREDDIE MAC	35,000,000	2.50	2.51	4/19/18	4/23/20	29,167	126	-	29,292
Federal Agencies	3130AE2U3	FEDERAL HOME LOAN BANK	50,000,000	2.51	2.51	4/24/18	4/24/20	24,403	-	-	24,403
Federal Agencies	3130AE2U3	FEDERAL HOME LOAN BANK	50,000,000	2.51	2.51	4/24/18	4/24/20	24,403	-	-	24,403
Federal Agencies	3134GBLY6	FREDDIE MAC	25,000,000	1.50	1.50	5/8/17	5/8/20	31,250	-	-	31,250
Federal Agencies	3134GBPB2	FREDDIE MAC	15,750,000	1.70	1.70	5/30/17	5/22/20	22,313	-	-	22,313
Federal Agencies	3133EHNK5	FEDERAL FARM CREDIT BANK	25,000,000	1.54	1.54	6/15/17	6/15/20	32,083	68	-	32,152
Federal Agencies	3133EHNK5	FEDERAL FARM CREDIT BANK	26,900,000	1.54	1.55	6/15/17	6/15/20	34,522	147	-	34,669
Federal Agencies	3134GBST0	FREDDIE MAC	14,675,000	1.65	1.65	6/22/17	6/22/20	20,178	-	-	20,178
Federal Agencies	3134GBTX0	FREDDIE MAC	50,000,000	1.75	1.76	6/29/17	6/29/20	72,917	274	-	73,190
Federal Agencies	3136G3TG0	FANNIE MAE	15,000,000	1.15	1.15	6/30/16	6/30/20	14,375	-	-	14,375
Federal Agencies	3134GB5M0	FREDDIE MAC	50,000,000	1.96	1.96	12/1/17	7/1/20	81,667	-	-	81,667
Federal Agencies	3133EHQB2	FEDERAL FARM CREDIT BANK	25,000,000	1.55	1.56	7/6/17	7/6/20	32,292	275	-	32,566
Federal Agencies	3130ABNV4	FEDERAL HOME LOAN BANK	50,000,000	1.75	1.75	7/13/17	7/13/20	72,917	-	-	72,917
Federal Agencies	3134GBXV9	FREDDIE MAC	50,000,000	1.85	1.85	7/13/17	7/13/20	77,083	-	-	77,083
Federal Agencies	3135G0T60	FANNIE MAE	50,000,000	1.50	1.60	8/1/17	7/30/20	62,500	4,154	-	66,654
Federal Agencies	3130ABZE9	FEDERAL HOME LOAN BANK	6,700,000	1.65	1.65	8/28/17	8/28/20	9,213	18	-	9,231
Federal Agencies	3130ABZN9	FEDERAL HOME LOAN BANK	25,000,000	1.80	1.80	8/28/17	8/28/20	37,500	-	-	37,500
Federal Agencies	3130ABZN9	FEDERAL HOME LOAN BANK	50,000,000	1.80	1.80	8/28/17	8/28/20	75,000	-	-	75,000
Federal Agencies	3130ADT93	FEDERAL HOME LOAN BANK	25,000,000	2.40	2.43	3/14/18	9/14/20	50,000	510	-	50,510
Federal Agencies	3130ACE26	FEDERAL HOME LOAN BANK	18,000,000	1.38	1.48	9/8/17	9/28/20	20,625	1,553	-	22,178
Federal Agencies	3130ACE26	FEDERAL HOME LOAN BANK	30,000,000	1.38	1.48	9/8/17	9/28/20	34,375	2,589	-	36,964
Federal Agencies	3130ACK52	FEDERAL HOME LOAN BANK	25,530,000	1.70	2.48	3/12/18	10/5/20	36,168	15,828	-	51,996
Federal Agencies	3132X0KR1	FARMER MAC	25,000,000	2.09	2.09	11/2/16	11/2/20	43,326	-	-	43,326
Federal Agencies	3132X0ZF1	FARMER MAC	12,000,000	1.93	2.02	11/13/17	11/9/20	19,300	824	-	20,124
Federal Agencies	3137EAEK1	FREDDIE MAC	50,000,000	1.88	1.91	11/15/17	11/17/20	78,125	1,311	-	79,436
Federal Agencies	3134GBX56	FREDDIE MAC	60,000,000	2.25	2.12	11/24/17	11/24/20	112,500	(6,109)	-	106,391
Federal Agencies	3134GBLR1	FREDDIE MAC	24,715,000	1.75	1.75	5/25/17	11/25/20	36,043	58	-	36,101
Federal Agencies	3133EHW58	FEDERAL FARM CREDIT BANK	25,000,000	1.90	1.91	11/27/17	11/27/20	39,583	202	-	39,785
Federal Agencies	3133EHW58	FEDERAL FARM CREDIT BANK	25,000,000	1.90	1.91	11/27/17	11/27/20	39,583	202	-	39,785
Federal Agencies	3130A3UQ5	FEDERAL HOME LOAN BANK	10,000,000	1.88	2.02	12/13/17	12/11/20	15,625	1,163	-	16,788
Federal Agencies	3132X0ZY0	FARMER MAC	12,750,000	2.05	2.07	12/15/17	12/15/20	21,781	234	-	22,015
Federal Agencies	3133EGX75	FEDERAL FARM CREDIT BANK	50,000,000	2.09	2.09	12/21/16	12/21/20	85,411	-	-	85,411
Federal Agencies	3133EFTX5	FEDERAL FARM CREDIT BANK	100,000,000	2.23	2.23	12/24/15	12/24/20	183,953	-	-	183,953
Federal Agencies	3133EG4T9	FEDERAL FARM CREDIT BANK	20,000,000	2.06	2.06	1/25/17	1/25/21	33,944	-	-	33,944
Federal Agencies	3133EG4T9	FEDERAL FARM CREDIT BANK	20,000,000	2.06	2.06	1/25/17	1/25/21	33,944	-	-	33,944
Federal Agencies	3130AC2K9	FEDERAL HOME LOAN BANK	50,200,000	1.87	1.88	9/20/17	2/10/21	78,228	243	-	78,471
Federal Agencies	3133EJCE7	FEDERAL FARM CREDIT BANK	50,000,000	2.35	2.59	4/16/18	2/12/21	48,958	4,738	-	53,696
Federal Agencies	3137EAE19	FREDDIE MAC	22,000,000	2.38	2.47	2/16/18	2/16/21	43,542	1,590	-	45,131
Federal Agencies	3134GBD58	FREDDIE MAC	5,570,000	1.80	1.80	8/30/17	2/26/21	8,355	13	-	8,368
Federal Agencies	3130AAYP7	FEDERAL HOME LOAN BANK	8,585,000	2.20	2.17	8/11/17	3/22/21	15,739	(189)	-	15,550
Federal Agencies	3132X0Q53	FARMER MAC	6,350,000	2.60	2.64	3/29/18	3/29/21	13,758	189	-	13,948
Federal Agencies	3132X0Q53	FARMER MAC	20,450,000	2.60	2.64	3/29/18	3/29/21	44,308	610	-	44,918
Federal Agencies	3134GBJP8	FREDDIE MAC	22,000,000	1.89	2.06	11/16/17	5/3/21	34,650	2,976	-	37,626
Federal Agencies	3130ACVS0	FEDERAL HOME LOAN BANK	50,000,000	2.13	2.13	11/30/17	6/15/21	88,750	-	-	88,750
Federal Agencies	3130ACVS0	FEDERAL HOME LOAN BANK	50,000,000	2.13	2.13	11/30/17	6/15/21	88,750	-	-	88,750
Federal Agencies	3134GBJ60	FREDDIE MAC	50,000,000	1.90	1.90	9/29/17	6/29/21	79,167	-	-	79,167
Federal Agencies	3134G9H26	FREDDIE MAC	1,219,000	1.50	1.92	1/29/18	6/30/21	1,524	410	-	1,934
Federal Agencies	3134G9H26	FREDDIE MAC	3,917,000	1.50	1.86	1/25/18	6/30/21	4,896	1,126	-	6,023
Federal Agencies	3130ACQ98	FEDERAL HOME LOAN BANK	100,000,000	2.08	2.08	11/1/17	7/1/21	173,333	-	-	173,333
Federal Agencies	3134GBM25	FREDDIE MAC	50,000,000	1.92	1.92	10/2/17	7/1/21	80,000	-	-	80,000
Federal Agencies	3130ACF33	FEDERAL HOME LOAN BANK	25,000,000	1.88	1.95	9/18/17	9/13/21	39,063	1,494	-	40,556
Federal Agencies	3135G0Q89	FANNIE MAE	25,000,000	1.38	1.38	10/21/16	10/7/21	28,646	-	-	28,646
Federal Agencies	3133EGZJ7	FEDERAL FARM CREDIT BANK	14,500,000	1.38	1.38	10/25/16	10/25/21	16,615	-	-	16,615



# Monthly Investment Earnings

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Par Value	Coupon	YTM <sup>1</sup>	Settle Date	Maturity Date	Earned Interest	Amort. Expense	Realized Gain/(Loss)	Earned Income /Net Earnings
Federal Agencies	3133EGZJ7	FEDERAL FARM CREDIT BANK	15,000,000	1.38	1.38	10/25/16	10/25/21	17,188	-	-	17,188
Federal Agencies	3133EGS97	FEDERAL FARM CREDIT BANK	25,000,000	2.17	2.17	12/8/16	12/8/21	44,214	-	-	44,214
Federal Agencies	3133EGS97	FEDERAL FARM CREDIT BANK	25,000,000	2.17	2.17	12/8/16	12/8/21	44,214	-	-	44,214
Federal Agencies	3130ACB60	FEDERAL HOME LOAN BANK	50,000,000	2.00	2.00	9/8/17	12/15/21	83,333	-	-	83,333
Federal Agencies	3135G0T45	FANNIE MAE	25,000,000	1.88	1.81	6/6/17	4/5/22	39,063	(1,229)	-	37,834
Federal Agencies	3134GBQG0	FREDDIE MAC	50,000,000	2.18	2.18	5/25/17	5/25/22	90,833	-	-	90,833
Federal Agencies	3133EHL7	FEDERAL FARM CREDIT BANK	50,000,000	1.88	1.85	6/6/17	6/2/22	78,125	(976)	-	77,149
Federal Agencies	3133EHL7	FEDERAL FARM CREDIT BANK	50,000,000	1.88	1.88	6/9/17	6/2/22	78,125	41	-	78,166
Federal Agencies	3134GBF72	FREDDIE MAC	50,000,000	2.01	2.01	9/15/17	6/15/22	83,750	-	-	83,750
Federal Agencies	3134GBN73	FREDDIE MAC	50,000,000	2.07	2.07	10/2/17	7/1/22	86,250	-	-	86,250
Federal Agencies	3134GBW99	FREDDIE MAC	100,000,000	2.24	2.24	11/1/17	7/1/22	186,667	-	-	186,667
Federal Agencies	3134GBXU1	FREDDIE MAC	31,575,000	2.25	2.25	7/27/17	7/27/22	59,203	-	-	59,203
Federal Agencies	3130ACE78	FEDERAL HOME LOAN BANK	50,000,000	2.17	2.17	9/1/17	9/1/22	90,417	-	-	90,417
<b>Subtotals</b>			<b>\$ 4,944,076,000</b>					<b>\$ 6,886,965</b>	<b>\$ 473,528</b>	<b>\$ -</b>	<b>\$ 7,360,493</b>
State/Local Agencies	91412GL52	UNIV OF CALIFORNIA CA REVENUES	\$ 2,470,000	0.99	0.99	6/30/16	5/15/18	\$ 2,044	\$ -	\$ -	\$ 2,044
State/Local Agencies	546456CY8	LOUISIANA ST CITIZENS PROPERTY	4,500,000	6.13	1.30	11/30/16	6/1/18	22,969	(17,631)	-	5,337
State/Local Agencies	603786GJ7	MINNEAPOLIS MN REVENUE	1,000,000	4.88	1.40	12/1/16	8/1/18	4,063	(2,814)	-	1,249
State/Local Agencies	13063C4V9	CALIFORNIA ST	50,000,000	1.05	0.90	11/3/16	11/1/18	43,750	(6,078)	-	37,672
State/Local Agencies	13063DAB4	CALIFORNIA ST	23,000,000	1.59	1.59	4/27/17	4/1/19	30,533	-	-	30,533
State/Local Agencies	13063CKL3	CALIFORNIA ST	4,750,000	2.25	1.15	10/27/16	5/1/19	8,906	(4,227)	-	4,679
State/Local Agencies	91412GL60	UNIV OF CALIFORNIA CA REVENUES	2,000,000	1.23	1.23	6/30/16	5/15/19	2,047	-	-	2,047
State/Local Agencies	91412GSB2	UNIV OF CALIFORNIA CA REVENUES	4,180,000	1.80	1.57	10/5/15	7/1/19	6,256	(757)	-	5,499
State/Local Agencies	91412GSB2	UNIV OF CALIFORNIA CA REVENUES	16,325,000	1.80	1.56	10/2/15	7/1/19	24,433	(2,997)	-	21,437
State/Local Agencies	6055804W6	MISSISSIPPI ST	8,500,000	6.09	1.38	4/23/15	10/1/19	43,130	(31,767)	-	11,364
State/Local Agencies	977100CW4	WISCONSIN ST GEN FUND ANNUAL A	18,000,000	1.45	1.45	8/16/16	5/1/20	21,690	-	-	21,690
State/Local Agencies	13063DGA0	CALIFORNIA ST	33,000,000	2.80	2.80	4/25/18	4/1/21	15,400	(7)	-	15,393
State/Local Agencies	13066YTY5	CALIFORNIA ST DEPT OF WTR RESO	29,139,823	1.71	2.13	2/6/17	5/1/21	41,597	9,574	-	51,171
State/Local Agencies	91412GF59	UNIV OF CALIFORNIA CA REVENUES	1,769,000	1.91	1.40	8/9/16	5/15/21	2,816	(719)	-	2,097
<b>Subtotals</b>			<b>\$ 198,633,823</b>					<b>\$ 269,633</b>	<b>\$ (57,423)</b>	<b>\$ -</b>	<b>\$ 212,210</b>
Public Time Deposits	PP302GIL3	BANK OF SAN FRANCISCO	\$ -	1.37	1.37	4/11/17	4/11/18	\$ 91	\$ -	\$ -	\$ 91
Public Time Deposits	PPA01U877	PREFERRED BANK LA CALIF	240,000	1.44	1.44	5/16/17	5/16/18	284	-	-	284
Public Time Deposits	PPA30X603	SAN FRANCISCO CREDIT UNION	9,500,000	1.58	1.58	3/5/18	6/5/18	12,337	-	-	12,337
Public Time Deposits	PPQD16IX7	BRIDGE BANK	10,000,000	1.73	1.73	3/27/18	6/25/18	14,219	-	-	14,219
Public Time Deposits	PPF00EG70	BANK OF SAN FRANCISCO	5,000,000	1.91	1.91	3/16/18	9/12/18	7,958	-	-	7,958
<b>Subtotals</b>			<b>\$ 24,740,000</b>					<b>\$ 34,890</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 34,890</b>
Negotiable CDs	78009N5U6	ROYAL BANK OF CANADA NY	\$ -	1.78	1.78	12/22/17	4/24/18	\$ 56,861	\$ -	\$ -	\$ 56,861
Negotiable CDs	65602UQ92	NORINCHUKIN BANK NY	35,000,000	1.89	1.89	4/5/18	5/2/18	47,775	-	-	47,775
Negotiable CDs	78009NT63	ROYAL BANK OF CANADA NY	50,000,000	1.47	1.47	5/10/17	5/10/18	61,250	-	-	61,250
Negotiable CDs	06417GZN1	BANK OF NOVA SCOTIA HOUSTON	50,000,000	1.54	1.54	10/16/17	5/14/18	64,167	-	-	64,167
Negotiable CDs	06417GXY9	BANK OF NOVA SCOTIA HOUSTON	35,000,000	1.48	1.48	8/30/17	5/25/18	43,167	-	-	43,167
Negotiable CDs	89113W2C9	TORONTO DOMINION BANK NY	50,000,000	1.46	1.46	6/2/17	6/4/18	60,833	-	-	60,833
Negotiable CDs	78009NU46	ROYAL BANK OF CANADA NY	50,000,000	2.20	2.20	6/12/17	6/12/18	91,725	-	-	91,725
Negotiable CDs	89113XBB9	TORONTO DOMINION BANK NY	50,000,000	1.50	1.50	8/10/17	6/15/18	62,500	-	-	62,500
Negotiable CDs	89113XBV5	TORONTO DOMINION BANK NY	50,000,000	1.50	1.50	8/16/17	6/15/18	62,500	-	-	62,500
Negotiable CDs	06371EDT1	BANK OF MONTREAL CHICAGO	50,000,000	2.09	2.09	7/6/17	7/2/18	86,351	-	-	86,351
Negotiable CDs	06371EMD6	BANK OF MONTREAL CHICAGO	50,000,000	1.50	1.50	9/1/17	7/2/18	62,500	-	-	62,500
Negotiable CDs	06371EQ77	BANK OF MONTREAL CHICAGO	50,000,000	2.08	2.08	10/4/17	7/2/18	85,934	-	-	85,934
Negotiable CDs	06371EXP7	BANK OF MONTREAL CHICAGO	50,000,000	1.75	1.75	12/8/17	7/2/18	72,917	-	-	72,917
Negotiable CDs	78009N6F8	ROYAL BANK OF CANADA NY	50,000,000	1.82	1.82	1/4/18	7/2/18	75,833	-	-	75,833
Negotiable CDs	89113W5H5	TORONTO DOMINION BANK NY	50,000,000	1.55	1.55	7/6/17	7/2/18	64,583	-	-	64,583
Negotiable CDs	89113XAT1	TORONTO DOMINION BANK NY	50,000,000	1.48	1.48	8/8/17	7/2/18	61,667	-	-	61,667

# Monthly Investment Earnings

## Pooled Fund

Type of Investment	CUSIP	Issuer Name	Par Value	Coupon	YTM <sup>1</sup>	Settle Date	Maturity Date	Earned Interest	Amort. Expense	Realized Gain/(Loss)	Earned Income /Net Earnings
Negotiable CDs	96121T3R7	WESTPAC BANKING CORP NY	50,000,000	2.04	2.04	7/7/17	7/2/18	84,268	-	-	84,268
Negotiable CDs	06371E2G1	BANK OF MONTREAL CHICAGO	25,000,000	2.25	2.25	3/29/18	7/9/18	46,875	-	-	46,875
Negotiable CDs	63873NRL7	NATIXIS NY BRANCH	50,000,000	2.28	2.28	4/5/18	7/9/18	82,333	-	-	82,333
Negotiable CDs	78009NX50	ROYAL BANK OF CANADA NY	50,000,000	2.10	2.10	7/24/17	7/24/18	86,560	-	-	86,560
Negotiable CDs	96121T3W6	WESTPAC BANKING CORP NY	50,000,000	2.05	2.05	7/26/17	7/26/18	84,415	-	-	84,415
Negotiable CDs	96121T4D7	WESTPAC BANKING CORP NY	50,000,000	1.53	1.53	8/9/17	8/9/18	63,750	-	-	63,750
Negotiable CDs	89113XWK6	TORONTO DOMINION BANK NY	50,000,000	2.00	2.00	2/5/18	8/31/18	83,333	-	-	83,333
Negotiable CDs	06371EN60	BANK OF MONTREAL CHICAGO	25,000,000	2.05	2.05	2/9/18	9/6/18	42,708	-	-	42,708
Negotiable CDs	06417GK72	BANK OF NOVA SCOTIA HOUSTON	50,000,000	2.09	2.09	2/14/18	9/17/18	87,083	-	-	87,083
Negotiable CDs	65602UP85	NORINCHUKIN BANK (NY)	50,000,000	2.30	2.30	3/29/18	9/28/18	94,903	-	-	94,903
Negotiable CDs	06371EQJ9	BANK OF MONTREAL CHICAGO	50,000,000	2.11	2.11	10/3/17	10/1/18	87,168	-	-	87,168
Negotiable CDs	96121T4S4	WESTPAC BANKING CORP NY	50,000,000	2.09	2.09	10/11/17	10/15/18	84,448	-	-	84,448
Negotiable CDs	06371ERP4	BANK OF MONTREAL CHICAGO	45,000,000	2.11	2.11	10/16/17	10/25/18	78,248	-	-	78,248
Negotiable CDs	06417GZR2	BANK OF NOVA SCOTIA HOUSTON	50,000,000	2.10	2.10	10/25/17	10/25/18	86,526	-	-	86,526
Negotiable CDs	89113XJJ4	TORONTO DOMINION BANK NY	50,000,000	2.10	2.10	10/18/17	10/25/18	86,526	-	-	86,526
Negotiable CDs	06417GZT8	BANK OF NOVA SCOTIA HOUSTON	50,000,000	2.10	2.10	11/2/17	11/9/18	85,330	-	-	85,330
Negotiable CDs	89113XLP7	TORONTO DOMINION BANK NY	50,000,000	2.09	2.09	11/2/17	11/9/18	84,913	-	-	84,913
Negotiable CDs	78009N3T1	ROYAL BANK OF CANADA NY	50,000,000	1.83	1.83	11/20/17	11/20/18	76,250	-	-	76,250
Negotiable CDs	78012UAW5	ROYAL BANK OF CANADA NY	25,000,000	2.20	2.20	2/27/18	11/27/18	45,382	-	-	45,382
Negotiable CDs	89113XQJ6	TORONTO DOMINION BANK NY	25,000,000	2.12	2.12	12/6/17	12/6/18	43,485	-	-	43,485
Negotiable CDs	89113XQJ6	TORONTO DOMINION BANK NY	50,000,000	2.12	2.12	12/6/17	12/6/18	86,970	-	-	86,970
Negotiable CDs	06417GC48	BANK OF NOVA SCOTIA HOUS	50,000,000	2.13	2.13	12/7/17	12/7/18	86,400	-	-	86,400
Negotiable CDs	78009N5B8	ROYAL BANK OF CANADA NY	50,000,000	2.13	2.13	12/8/17	12/7/18	86,400	-	-	86,400
Negotiable CDs	96121T5B0	WESTPAC BANKING CORP NY	50,000,000	2.10	2.10	12/7/17	12/7/18	85,150	-	-	85,150
Negotiable CDs	78009N5M4	ROYAL BANK OF CANADA NY	50,000,000	2.14	2.14	12/19/17	12/19/18	86,799	-	-	86,799
Negotiable CDs	96121T5K0	WESTPAC BANKING CORP NY	50,000,000	2.13	2.13	12/27/17	12/21/18	86,918	-	-	86,918
Negotiable CDs	06371EA64	BANK OF MONTREAL CHICAGO	25,000,000	2.05	2.05	12/27/17	12/24/18	42,708	-	-	42,708
Negotiable CDs	96121T5M6	WESTPAC BANKING CORP NY	50,000,000	2.13	2.13	12/28/17	12/28/18	87,820	-	-	87,820
Negotiable CDs	06371EFH5	BANK OF MONTREAL CHICAGO	50,000,000	2.58	2.58	7/17/17	1/17/19	93,806	-	-	93,806
Negotiable CDs	06371EL21	BANK OF MONTREAL CHICAGO	25,000,000	2.15	2.15	1/29/18	1/23/19	44,190	-	-	44,190
Negotiable CDs	96121T7B8	WESTPAC BANKING CORP NY	50,000,000	2.21	2.21	3/5/18	3/5/19	90,916	-	-	90,916
Negotiable CDs	06427KSW8	BANK OF MONTREAL CHICAGO	27,838,000	2.33	2.33	3/9/17	3/8/19	53,989	-	-	53,989
Negotiable CDs	78012UCE3	ROYAL BANK OF CANADA NY	50,000,000	2.36	2.36	3/28/18	4/1/19	98,203	-	-	98,203
Negotiable CDs	06417GR42	BANK OF NOVA SCOTIA HOUSTON	50,000,000	2.35	2.35	4/4/18	4/3/19	88,242	-	-	88,242
<b>Subtotals</b>			<b>\$ 2,242,838,000</b>					<b>\$ 3,693,580</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,693,580</b>
Commercial Paper	19416FD27	COLGATE-PALMOLIVE CO	\$ -	0.00	1.69	3/29/18	4/2/18	\$ -	\$ 845	\$ -	\$ 845
Commercial Paper	89233HD27	TOYOTA MOTOR CREDIT CORP	-	0.00	1.69	12/15/17	4/2/18	-	2,333	-	2,333
Commercial Paper	63873KD38	NATIXIS NY	-	0.00	1.67	4/2/18	4/3/18	-	2,319	-	2,319
Commercial Paper	19416FD43	COLGATE-PALMOLIVE CO	-	0.00	1.69	4/3/18	4/4/18	-	1,178	-	1,178
Commercial Paper	63873KD46	NATIXIS NY BRANCH	-	0.00	1.68	4/3/18	4/4/18	-	1,400	-	1,400
Commercial Paper	19416FD50	COLGATE-PALMOLIVE CO	-	0.00	1.72	3/29/18	4/5/18	-	11,467	-	11,467
Commercial Paper	63873KD53	NATIXIS NY BRANCH	-	0.00	1.68	4/4/18	4/5/18	-	1,167	-	1,167
Commercial Paper	19416FD68	COLGATE-PALMOLIVE CO	-	0.00	1.69	4/5/18	4/6/18	-	469	-	469
Commercial Paper	19416FDA9	COLGATE-PALMOLIVE CO	-	0.00	1.69	4/9/18	4/10/18	-	939	-	939
Commercial Paper	06538CDQ1	BANK OF TOKYO-MIT UFJ NY	-	0.00	1.54	10/18/17	4/24/18	-	39,100	-	39,100
Commercial Paper	63873KDR5	NATIXIS NY BRANCH	-	0.00	1.68	4/24/18	4/25/18	-	1,167	-	1,167
Commercial Paper	06538CDW8	BANK OF TOKYO-MIT UFJ NY	-	0.00	1.76	1/4/18	4/30/18	-	70,486	-	70,486
Commercial Paper	63873KE11	NATIXIS NY BRANCH	25,000,000	0.00	1.68	4/30/18	5/1/18	-	1,167	-	1,167
Commercial Paper	89233HEE0	TOYOTA MOTOR CREDIT CORPORATI	50,000,000	0.00	1.76	1/22/18	5/14/18	-	72,917	-	72,917
Commercial Paper	06538CF89	BANK OF TOKYO-MIT UFJ NY	50,000,000	0.00	1.58	9/12/17	6/8/18	65,000	-	-	65,000
Commercial Paper	06538CFF3	BANK OF TOKYO-MIT UFJ NY	50,000,000	0.00	1.58	9/19/17	6/15/18	-	65,000	-	65,000
Commercial Paper	06538CG21	BANK OF TOKYO-MIT UFJ NY	45,000,000	0.00	2.33	3/26/18	7/2/18	-	87,000	-	87,000
Commercial Paper	06538CG21	BANK OF TOKYO-MIT UFJ NY	50,000,000	0.00	1.85	1/4/18	7/2/18	-	76,250	-	76,250



## Monthly Investment Earnings Pooled Fund

Type of Investment	CUSIP	Issuer Name	Par Value	Coupon	YTM <sup>1</sup>	Settle Date	Maturity Date	Earned Interest	Amort. Expense	Realized Gain/(Loss)	Earned Income /Net Earnings\$
Commercial Paper	06538CG21	BANK OF TOKYO-MIT UFJ NY	50,000,000	0.00	2.11	3/1/18	7/2/18	-	87,083	-	87,083
Commercial Paper	62479MGB3	MUFG BANK LTD	20,000,000	0.00	2.33	4/11/18	7/11/18	-	25,778	-	25,778
Commercial Paper	89233HGP3	TOYOTA MOTOR CREDIT CORP	50,000,000	0.00	2.34	3/28/18	7/23/18	-	96,667	-	96,667
Commercial Paper	25214PG31	DEXIA CREDIT LOCAL SA NY	40,000,000	0.00	2.20	4/24/18	7/25/18	-	17,033	-	17,033
Commercial Paper	89233HH64	TOYOTA MOTOR CREDIT CORP	40,000,000	0.00	2.37	4/10/18	8/6/18	-	54,833	-	54,833
Commercial Paper	62479MJ53	MUFG BANK LTD	40,000,000	0.00	2.42	4/24/18	9/5/18	-	18,667	-	18,667
Commercial Paper	03785EJK1	APPLE INC	25,000,000	0.00	2.21	4/25/18	9/19/18	-	9,125	-	9,125
Commercial Paper	62479MJM6	MUFG BANK LTD	50,000,000	0.00	2.43	4/3/18	9/21/18	-	93,333	-	93,333
Commercial Paper	25214PFC2	DEXIA CREDIT LOCAL SA NY	40,000,000	0.00	2.34	4/3/18	10/3/18	-	71,867	-	71,867
Commercial Paper	06538CKK6	BANK OF TOKYO-MIT UFJ NY	25,000,000	0.00	2.08	1/22/18	10/19/18	-	42,708	-	42,708
Commercial Paper	06538CKK6	BANK OF TOKYO-MIT UFJ NY	45,000,000	0.00	2.08	1/24/18	10/19/18	-	76,875	-	76,875
Commercial Paper	06538CKN0	BANK OF TOKYO-MIT UFJ NY	25,000,000	0.00	2.09	1/25/18	10/22/18	-	42,917	-	42,917
Commercial Paper	89233HL93	TOYOTA MOTOR CREDIT CORP	50,000,000	0.00	2.24	2/15/18	11/9/18	-	91,667	-	91,667
<b>Subtotals</b>			<b>\$ 770,000,000</b>					<b>\$ 65,000</b>	<b>\$ 1,163,757</b>	<b>\$ -</b>	<b>\$ 1,228,757</b>
Medium Term Notes	89236TDN2	TOYOTA MOTOR CREDIT CORP	\$ 50,000,000	2.59	2.59	1/9/17	1/9/19	\$ 100,980	\$ -	\$ -	\$ 100,980
Medium Term Notes	89236TEJ0	TOYOTA MOTOR CREDIT CORP	20,000,000	2.20	2.25	1/11/18	1/10/20	36,667	733	-	37,399
<b>Subtotals</b>			<b>\$ 70,000,000</b>					<b>\$ 137,646</b>	<b>\$ 733</b>	<b>\$ -</b>	<b>\$ 138,379</b>
Money Market Funds	09248U718	BLACKROCK LIQ INST GOV FUND	\$ 40,057	1.56	1.56	4/30/18	5/1/18	\$ 10,722	\$ -	\$ -	\$ 10,722
Money Market Funds	31607A703	FIDELITY INST GOV FUND	110,861,773	1.57	1.57	4/30/18	5/1/18	51,584	-	-	51,584
Money Market Funds	61747C707	MORGAN STANLEY INST GOVT FUND	200,825,442	1.60	1.60	4/30/18	5/1/18	153,673	-	-	153,673
<b>Subtotals</b>			<b>\$ 311,727,273</b>					<b>\$ 215,978</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 215,978</b>
Supranationals	459053VH4	INTL BK RECON & DEVELOP DISCOUN	\$ -	0.00	1.60	3/28/18	4/9/18	\$ -	\$ 17,778	\$ -	\$ 17,778
Supranationals	459053VX9	INTL BK RECON & DEVELOP DISCOUN	-	0.00	1.70	4/11/18	4/23/18	-	28,333	-	28,333
Supranationals	459053VX9	INTL BK RECON & DEVELOP DISCOUN	-	0.00	1.65	4/19/18	4/23/18	-	18,333	-	18,333
Supranationals	459053VY7	INTL BK RECON & DEVELOP DISCOUN	-	0.00	1.67	4/13/18	4/24/18	-	25,514	-	25,514
Supranationals	459053VY7	INTL BK RECON & DEVELOP DISCOUN	-	0.00	1.67	4/16/18	4/24/18	-	18,556	-	18,556
Supranationals	459053WE0	IBRD DISCOUNT NOTE	-	0.00	1.66	4/26/18	4/30/18	-	5,533	-	5,533
Supranationals	45818LWF3	INTER-AMERICAN DEVELOP BANK DIS	25,000,000	0.00	1.70	4/23/18	5/1/18	-	9,444	-	9,444
Supranationals	459515WR9	INTERNATIONAL FINANCE CORP DISC	50,000,000	0.00	1.70	4/23/18	5/11/18	-	18,889	-	18,889
Supranationals	459515XE7	INTERNATIONAL FINANCE CORP DISC	23,000,000	0.00	1.69	4/30/18	5/24/18	-	1,082	-	1,082
Supranationals	459053Y21	INTL BK RECON & DEVELOP DISCOUN	35,000,000	0.00	1.81	4/6/18	7/6/18	-	43,750	-	43,750
Supranationals	4581X0BR8	INTER-AMERICAN DEVEL BK	16,000,000	1.75	1.72	12/28/17	8/24/18	23,333	(321)	-	23,012
Supranationals	459053D27	INTL BK RECON & DEVELOP DISCOUN	30,000,000	0.00	1.87	4/9/18	8/24/18	-	34,100	-	34,100
Supranationals	459058ER0	INTL BK RECON & DEVELOP	25,000,000	1.00	1.07	10/7/15	10/5/18	20,833	1,165	-	21,999
Supranationals	45950VLM6	INTERNATIONAL FINANCE CORP	50,000,000	1.89	1.89	3/1/18	3/1/19	78,136	-	-	78,136
Supranationals	459058FQ1	INTL BANK RECON & DEVELOPMENT	50,000,000	1.20	1.75	11/6/17	9/30/19	50,000	22,342	-	72,342
Supranationals	45905UJZ6	INTL BANK RECON & DEVELOPMENT	25,000,000	1.30	1.56	6/2/17	10/25/19	27,083	5,314	-	32,398
Supranationals	45905UJZ6	INTL BK RECON & DEVELOP	29,300,000	1.30	1.56	6/2/17	10/25/19	31,742	6,228	-	37,970
Supranationals	459058FZ1	INTL BK RECON & DEVELOP	50,000,000	1.88	1.92	3/21/17	4/21/20	78,375	1,158	-	79,533
Supranationals	4581X0CX4	INTER-AMERICAN DEVEL BK	25,000,000	1.63	1.72	4/12/17	5/12/20	33,854	1,579	-	35,433
Supranationals	459058GA5	INTL BK RECON & DEVELOPMENT	50,000,000	1.63	1.63	8/29/17	9/4/20	67,708	286	-	67,994
Supranationals	45905UQ80	INTL BK RECON & DEVELOP	50,000,000	1.95	1.97	11/9/17	11/9/20	81,250	958	-	82,208
Supranationals	45905UQ80	INTL BK RECON & DEVELOP	50,000,000	1.95	2.15	12/20/17	11/9/20	81,250	8,005	-	89,255
Supranationals	45950KCM0	INTERNATIONAL FINANCE CORP	50,000,000	2.25	2.35	1/25/18	1/25/21	93,750	4,024	-	97,774
Supranationals	4581X0DB1	INTER-AMERICAN DEVEL BK	45,000,000	2.63	2.70	4/19/18	4/19/21	39,375	1,084	-	40,459
<b>Subtotals</b>			<b>\$ 678,300,000</b>					<b>\$ 706,691</b>	<b>\$ 273,134</b>	<b>\$ -</b>	<b>\$ 979,825</b>
<b>Grand Totals</b>			<b>\$ 10,240,315,096</b>					<b>\$ 12,742,512</b>	<b>\$ 2,686,032</b>	<b>\$ -</b>	<b>\$ 15,428,545</b>

<sup>1</sup> Yield to maturity is calculated at purchase

# Investment Transactions

## Pooled Fund

For month ended April 30, 2018

Transaction	Settle	Maturity	Type of Investment	Issuer Name	CUSIP	Par Value	Coupon	YTM	Price	Interest	Transaction
Purchase	4/2/2018	4/3/2018	Commercial Paper	NATIXIS NY	63873KD38	\$ 50,000,000	0.00	1.67	\$ 100.00	\$ -	\$ 49,997,681
Purchase	4/2/2018	5/1/2018	Money Market Funds	BLACKROCK LIQ INST GOV F	09248U718	8,550	1.56	1.56	100.00	-	8,550
Purchase	4/3/2018	4/4/2018	Commercial Paper	COLGATE-PALMOLIVE CO	19416FD43	25,100,000	0.00	1.69	100.00	-	25,098,822
Purchase	4/3/2018	4/4/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VC7	50,000,000	0.00	1.58	100.00	-	49,997,806
Purchase	4/3/2018	4/4/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VC7	50,000,000	0.00	1.58	100.00	-	49,997,806
Purchase	4/3/2018	4/4/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VC7	50,000,000	0.00	1.58	100.00	-	49,997,806
Purchase	4/3/2018	4/4/2018	Commercial Paper	NATIXIS NY BRANCH	63873KD46	30,000,000	0.00	1.68	100.00	-	29,998,600
Purchase	4/3/2018	4/5/2018	U.S. Treasuries	TREASURY BILL	912796NY1	50,000,000	0.00	1.63	99.99	-	49,995,472
Purchase	4/3/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	31	1.57	1.57	100.00	-	31
Purchase	4/3/2018	5/1/2018	Money Market Funds	MORGAN STANLEY INST GOVT	61747C707	50,000,000	1.60	1.60	100.00	-	50,000,000
Purchase	4/3/2018	9/21/2018	Commercial Paper	MUFG BANK LTD	62479MJM6	50,000,000	0.00	2.43	98.86	-	49,430,000
Purchase	4/3/2018	10/3/2018	Commercial Paper	DEXIA CREDIT LOCAL SA NY	25214PFC2	40,000,000	0.00	2.34	98.83	-	39,530,300
Purchase	4/4/2018	4/5/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VD5	50,000,000	0.00	1.60	100.00	-	49,997,778
Purchase	4/4/2018	4/5/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VD5	50,000,000	0.00	1.60	100.00	-	49,997,778
Purchase	4/4/2018	4/5/2018	Commercial Paper	NATIXIS NY BRANCH	63873KD53	25,000,000	0.00	1.68	100.00	-	24,998,833
Purchase	4/4/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.66	99.96	-	49,981,539
Purchase	4/4/2018	1/16/2019	Federal Agencies	FEDERAL HOME LOAN BANK	3130AAE46	8,270,000	1.25	2.12	99.33	22,398	8,236,824
Purchase	4/4/2018	4/3/2019	Negotiable CDs	BANK OF NOVA SCOTIA HOUS	06417GR42	50,000,000	2.35	2.35	100.00	-	50,000,000
Purchase	4/5/2018	4/6/2018	Commercial Paper	COLGATE-PALMOLIVE CO	19416FD68	10,000,000	0.00	1.69	100.00	-	9,999,531
Purchase	4/5/2018	4/6/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VE3	50,000,000	0.00	1.60	100.00	-	49,997,778
Purchase	4/5/2018	4/6/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VE3	50,000,000	0.00	1.60	100.00	-	49,997,778
Purchase	4/5/2018	4/6/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VE3	50,000,000	0.00	1.60	100.00	-	49,997,778
Purchase	4/5/2018	4/6/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VE3	50,000,000	0.00	1.60	100.00	-	49,997,778
Purchase	4/5/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.61	99.97	-	49,984,347
Purchase	4/5/2018	5/2/2018	Negotiable CDs	NORINCHUKIN BANK NY	65602UQ92	35,000,000	1.89	1.89	100.00	-	35,000,000
Purchase	4/5/2018	7/9/2018	Negotiable CDs	NATIXIS NY BRANCH	63873NRL7	50,000,000	2.28	2.28	100.00	-	50,000,000
Purchase	4/5/2018	2/15/2019	Federal Agencies	FARMER MAC	3132X0R94	25,000,000	2.14	2.14	100.00	-	25,000,000
Purchase	4/6/2018	4/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VH6	50,000,000	0.00	1.60	99.99	-	49,993,333
Purchase	4/6/2018	4/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VH6	50,000,000	0.00	1.60	99.99	-	49,993,333
Purchase	4/6/2018	4/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VH6	50,000,000	0.00	1.60	99.99	-	49,993,333
Purchase	4/6/2018	4/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VH6	50,000,000	0.00	1.63	99.99	-	49,993,208
Purchase	4/6/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	30,000,000	0.00	1.63	99.95	-	29,986,417
Purchase	4/6/2018	7/6/2018	Supranationals	INTL BK RECON & DEVELOP	459053YZ1	35,000,000	0.00	1.81	99.55	-	34,840,750
Purchase	4/6/2018	3/18/2019	Federal Agencies	FEDERAL HOME LOAN BANK	3130AAXX1	9,500,000	1.38	2.16	99.26	6,531	9,436,516
Purchase	4/6/2018	3/18/2019	Federal Agencies	FEDERAL HOME LOAN BANK	3130AAXX1	50,000,000	1.38	2.18	99.24	34,375	49,655,627
Purchase	4/9/2018	4/10/2018	Commercial Paper	COLGATE-PALMOLIVE CO	19416FDA9	20,000,000	0.00	1.69	100.00	-	19,999,061
Purchase	4/9/2018	4/10/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VJ2	50,000,000	0.00	1.63	100.00	-	49,997,736
Purchase	4/9/2018	4/10/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VJ2	50,000,000	0.00	1.63	100.00	-	49,997,736
Purchase	4/9/2018	4/10/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VJ2	50,000,000	0.00	1.63	100.00	-	49,997,736
Purchase	4/9/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	100,000,000	0.00	1.64	99.99	-	99,990,889
Purchase	4/9/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.66	99.99	-	49,993,083
Purchase	4/9/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.66	99.99	-	49,993,083
Purchase	4/9/2018	8/24/2018	Supranationals	INTL BK RECON & DEVELOP	459053D27	30,000,000	0.00	1.87	99.29	-	29,787,650
Purchase	4/10/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/10/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/10/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/10/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	70,000,000	0.00	1.62	100.00	-	69,996,850
Purchase	4/10/2018	8/6/2018	Commercial Paper	TOYOTA MOTOR CREDIT CORP	89233HH64	40,000,000	0.00	2.37	99.23	-	39,691,889
Purchase	4/11/2018	4/12/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VL7	10,000,000	0.00	1.69	100.00	-	9,999,530
Purchase	4/11/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.65	100.00	-	49,997,708
Purchase	4/11/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.64	100.00	-	49,997,722



## Investment Transactions

### Pooled Fund

Transaction	Settle	Maturity	Tybe of Investment	Issuer Name	CUSIP	Par Value	Coupon	YTM	Price	Interest	Transaction
Purchase	4/11/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.65	100.00	-	49,997,711
Purchase	4/11/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	100,000,000	0.00	1.65	100.00	-	99,995,417
Purchase	4/11/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	50,000,000	0.00	1.62	99.97	-	49,986,500
Purchase	4/11/2018	4/23/2018	Supranationals	INTL BK RECON & DEVELOP	459053VX9	50,000,000	0.00	1.70	99.94	-	49,971,667
Purchase	4/11/2018	7/1/2018	Commercial Paper	MUFG NMB LTD	62479MGB3	20,000,000	0.00	2.33	99.41	-	19,882,711
Purchase	4/12/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	35,000,000	0.00	1.59	100.00	-	34,998,454
Purchase	4/12/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	50,000,000	0.00	1.59	100.00	-	49,997,792
Purchase	4/12/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	50,000,000	0.00	1.59	100.00	-	49,997,792
Purchase	4/12/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	50,000,000	0.00	1.59	100.00	-	49,997,792
Purchase	4/12/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	100,000,000	0.00	1.59	100.00	-	99,995,583
Purchase	4/12/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	100,000,000	0.00	1.59	100.00	-	99,995,583
Purchase	4/12/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	14,800,000	0.00	1.62	99.97	-	14,796,004
Purchase	4/12/2018	2/15/2019	U.S. Treasuries	US TREASURY	912828P53	50,000,000	0.75	2.10	98.88	58,011	49,495,511
Purchase	4/13/2018	4/16/2018	Federal Agencies	FED FARM CRD DISCOUNT NT	313313VQ8	50,000,000	0.00	1.60	99.99	-	49,993,333
Purchase	4/13/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	20,000,000	0.00	1.63	99.99	-	19,997,283
Purchase	4/13/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	35,050,000	0.00	1.61	99.99	-	35,045,297
Purchase	4/13/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	50,000,000	0.00	1.60	99.99	-	49,993,333
Purchase	4/13/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	50,000,000	0.00	1.63	99.99	-	49,993,208
Purchase	4/13/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	100,000,000	0.00	1.60	99.99	-	99,986,667
Purchase	4/13/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	64,100,000	0.00	1.63	99.98	-	64,088,391
Purchase	4/13/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	26,000,000	0.00	1.63	99.95	-	25,987,051
Purchase	4/13/2018	4/24/2018	Supranationals	INTL BK RECON & DEVELOP	459053VY7	50,000,000	0.00	1.67	99.95	-	49,974,486
Purchase	4/16/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	40,000,000	0.00	1.62	100.00	-	39,998,200
Purchase	4/16/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	100,000,000	0.00	1.62	100.00	-	99,995,500
Purchase	4/16/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	100,000,000	0.00	1.62	100.00	-	99,995,500
Purchase	4/16/2018	4/24/2018	Supranationals	INTL BK RECON & DEVELOP	459053VY7	50,000,000	0.00	1.67	99.96	-	49,981,444
Purchase	4/16/2018	2/12/2021	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EJCE7	50,000,000	2.35	2.59	99.35	208,889	49,882,598
Purchase	4/17/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	25,000,000	0.00	1.64	100.00	-	24,998,865
Purchase	4/17/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/17/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/17/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/17/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/17/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/17/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	49,997,750
Purchase	4/17/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.62	99.96	-	49,979,750
Purchase	4/18/2018	4/19/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VT0	50,000,000	0.00	1.64	100.00	-	49,997,729
Purchase	4/18/2018	4/19/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VT0	50,000,000	0.00	1.64	100.00	-	49,997,729
Purchase	4/18/2018	4/19/2018	U.S. Treasuries	TREASURY BILL	912796PB9	50,000,000	0.00	1.65	100.00	-	49,997,708
Purchase	4/18/2018	4/19/2018	U.S. Treasuries	TREASURY BILL	912796PB9	50,000,000	0.00	1.65	100.00	-	49,997,708
Purchase	4/18/2018	4/19/2018	U.S. Treasuries	TREASURY BILL	912796PB9	60,000,000	0.00	1.65	100.00	-	59,997,253
Purchase	4/18/2018	4/20/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VU7	29,500,000	0.00	1.65	99.99	-	29,497,304
Purchase	4/18/2018	4/20/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VU7	30,000,000	0.00	1.65	99.99	-	29,997,250
Purchase	4/18/2018	5/1/2018	Money Market Funds	MORGAN STANLEY INST GOVT	61747C707	30,000,000	1.60	1.60	100.00	-	30,000,000
Purchase	4/19/2018	4/20/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VU7	91,819,000	0.00	1.64	100.00	-	91,814,830
Purchase	4/19/2018	4/20/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VU7	125,000,000	0.00	1.64	100.00	-	124,994,323
Purchase	4/19/2018	4/23/2018	Supranationals	INTL BK RECON & DEVELOP	459053VX9	100,000,000	0.00	1.65	99.98	-	99,981,667
Purchase	4/19/2018	8/5/2019	Federal Agencies	FEDERAL HOME LOAN BANK	3130A8Y72	5,000,000	0.88	2.37	98.10	8,993	4,914,081
Purchase	4/19/2018	8/5/2019	Federal Agencies	FEDERAL HOME LOAN BANK	3130A8Y72	24,000,000	0.88	2.37	98.11	43,167	23,588,847
Purchase	4/19/2018	4/23/2020	Federal Agencies	FREDDIE MAC	3137EAEM7	35,000,000	2.50	2.51	99.98	-	34,992,300
Purchase	4/19/2018	4/19/2021	Supranationals	INTER-AMERICAN DEVEL BK	4581X0DB1	45,000,000	2.63	2.70	99.78	-	44,901,000
Purchase	4/20/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	45,000,000	0.00	1.64	99.99	-	44,993,869
Purchase	4/20/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	50,000,000	0.00	1.64	99.99	-	49,993,188

# Investment Transactions

## Pooled Fund

Transaction	Settle	Maturity	Type of Investment	Issuer Name	CUSIP	Par Value	Coupon	YTM	Price	Interest	Transaction
Purchase	4/20/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	50,000,000	0.00	1.64	99.99	-	49,993,188
Purchase	4/20/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	50,000,000	0.00	1.64	99.99	-	49,993,188
Purchase	4/20/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	50,000,000	0.00	1.64	99.99	-	49,993,188
Purchase	4/20/2018	4/20/2020	Federal Agencies	FEDERAL HOME LOAN BANK	3130AE2M1	50,000,000	2.50	2.50	100.00	-	50,000,000
Purchase	4/23/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	45,000,000	0.00	1.64	100.00	-	44,997,956
Purchase	4/23/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	50,000,000	0.00	1.64	100.00	-	49,997,729
Purchase	4/23/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	50,000,000	0.00	1.64	100.00	-	49,997,729
Purchase	4/23/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	50,000,000	0.00	1.64	100.00	-	49,997,729
Purchase	4/23/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	50,000,000	0.00	1.64	100.00	-	49,997,729
Purchase	4/23/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	100,000,000	0.00	1.64	100.00	-	99,995,458
Purchase	4/23/2018	5/1/2018	Supranationals	INTER-AMERICAN DEVELOP B	45818LWF3	25,000,000	0.00	1.70	99.96	-	24,990,556
Purchase	4/23/2018	5/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WP7	50,000,000	0.00	1.64	99.93	-	49,963,556
Purchase	4/23/2018	5/11/2018	Supranationals	INTERNATIONAL FINANCE CO	459515WR9	50,000,000	0.00	1.70	99.92	-	49,957,500
Purchase	4/24/2018	4/25/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VZ6	50,000,000	0.00	1.64	100.00	-	49,997,722
Purchase	4/24/2018	4/25/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VZ6	50,000,000	0.00	1.64	100.00	-	49,997,722
Purchase	4/24/2018	4/25/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VZ6	50,000,000	0.00	1.64	100.00	-	49,997,722
Purchase	4/24/2018	4/25/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VZ6	100,000,000	0.00	1.64	100.00	-	99,995,444
Purchase	4/24/2018	4/25/2018	Commercial Paper	NATIXIS NY BRANCH	63873KDR5	25,000,000	0.00	1.68	100.00	-	24,998,833
Purchase	4/24/2018	7/25/2018	Commercial Paper	DEXIA CREDIT LOCAL SA NY	25214PG31	40,000,000	0.00	2.20	99.44	-	39,776,133
Purchase	4/24/2018	9/5/2018	Commercial Paper	MUFG BANK LTD	62479MJ53	40,000,000	0.00	2.42	99.11	-	39,642,667
Purchase	4/24/2018	1/24/2020	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EJLU1	25,000,000	2.42	2.43	99.99	-	24,996,500
Purchase	4/24/2018	1/24/2020	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EJLU1	25,000,000	2.42	2.43	99.98	-	24,995,700
Purchase	4/24/2018	4/24/2020	Federal Agencies	FEDERAL HOME LOAN BANK	3130AE2U3	50,000,000	2.51	2.51	100.00	-	50,000,000
Purchase	4/24/2018	4/24/2020	Federal Agencies	FEDERAL HOME LOAN BANK	3130AE2U3	50,000,000	2.51	2.51	100.00	-	50,000,000
Purchase	4/25/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.64	100.00	-	49,997,722
Purchase	4/25/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.64	100.00	-	49,997,722
Purchase	4/25/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.64	100.00	-	49,997,722
Purchase	4/25/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.64	100.00	-	49,997,722
Purchase	4/25/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.66	100.00	-	49,997,694
Purchase	4/25/2018	9/19/2018	Commercial Paper	APPLE INC	03785EJK1	25,000,000	0.00	2.21	99.11	-	24,776,438
Purchase	4/25/2018	4/1/2021	State/Local Agencies	CALIFORNIA ST	13063DGA0	33,000,000	2.80	2.80	100.00	-	33,001,320
Purchase	4/26/2018	4/27/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WB8	100,000,000	0.00	1.64	100.00	-	99,995,444
Purchase	4/26/2018	4/27/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WB8	100,000,000	0.00	1.64	100.00	-	99,995,444
Purchase	4/26/2018	4/30/2018	Supranationals	IBRD DISCOUNT NOTE	459053WE0	30,000,000	0.00	1.66	99.98	-	29,994,467
Purchase	4/26/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	40,000,000	1.57	1.57	100.00	-	40,000,000
Purchase	4/27/2018	4/30/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WE2	35,000,000	0.00	1.63	99.99	-	34,995,246
Purchase	4/27/2018	4/30/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WE2	50,000,000	0.00	1.63	99.99	-	49,993,208
Purchase	4/27/2018	4/30/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WE2	100,000,000	0.00	1.63	99.99	-	99,986,417
Purchase	4/27/2018	5/1/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WF9	50,000,000	0.00	1.62	99.98	-	49,991,000
Purchase	4/30/2018	5/1/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WF9	14,760,000	0.00	1.55	100.00	-	14,759,365
Purchase	4/30/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	51,584	1.57	1.57	100.00	-	51,584
Purchase	4/30/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	70,000,000	1.57	1.57	100.00	-	70,000,000
Purchase	4/30/2018	5/1/2018	Money Market Funds	MORGAN STANLEY INST GOVT	61747C707	153,673	1.60	1.60	100.00	-	153,673
Purchase	4/30/2018	5/1/2018	Money Market Funds	MORGAN STANLEY INST GOVT	61747C707	100,000,000	1.60	1.60	100.00	-	100,000,000
Purchase	4/30/2018	5/1/2018	Commercial Paper	NATIXIS NY BRANCH	63873KE11	25,000,000	0.00	1.68	100.00	-	24,998,833
Purchase	4/30/2018	5/24/2018	Supranationals	INTERNATIONAL FINANCE CO	459515XE7	23,000,000	0.00	1.69	99.89	-	22,974,041
<b>Subtotals</b>						<b>\$7,064,112,838</b>	<b>0.27</b>	<b>1.73</b>	<b>\$ 99.92</b>	<b>\$ 382,364</b>	<b>\$7,059,141,045</b>

# Investment Transactions

## Pooled Fund

Transaction	Settle	Maturity	Type of Investment	Issuer Name	CUSIP	Par Value	Coupon	YTM	Price	Interest	Transaction
Sale	4/2/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	\$ 95,000,000	1.57	1.57	\$ 100.00	\$ -	\$ 95,000,000
Sale	4/5/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	60,000,000	1.57	1.57	100.00	-	60,000,000
Sale	4/6/2018	5/1/2018	Money Market Funds	BLACKROCK LIQ INST GOV F	09248U718	50,000,000	1.56	1.56	100.00	-	50,000,000
Sale	4/6/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	50,000,000	1.57	1.57	100.00	-	50,000,000
Sale	4/9/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	40,000,000	1.57	1.57	100.00	-	40,000,000
Sale	4/10/2018	5/1/2018	Money Market Funds	MORGAN STANLEY INST GOVT	61747C707	50,000,000	1.60	1.60	100.00	-	50,000,000
Sale	4/19/2018	5/1/2018	Money Market Funds	MORGAN STANLEY INST GOVT	61747C707	30,000,000	1.60	1.60	100.00	-	30,000,000
<b>Subtotals</b>						<b>\$ 375,000,000</b>	<b>1.58</b>	<b>1.58</b>	<b>\$ 100.00</b>	<b>\$ -</b>	<b>\$ 375,000,000</b>
Maturity	4/2/2018	4/2/2018	Commercial Paper	COLGATE-PALMOLIVE CO	19416FD27	\$ 18,000,000	0.00	1.69	100.00	\$ -	\$ 18,000,000
Maturity	4/2/2018	4/2/2018	Commercial Paper	TOYOTA MOTOR CREDIT CORP	89233HD27	50,000,000	0.00	1.69	100.00	-	50,000,000
Maturity	4/3/2018	4/3/2018	Commercial Paper	NATIXIS NY	63873KD38	50,000,000	0.00	1.67	100.00	-	50,000,000
Maturity	4/4/2018	4/4/2018	Commercial Paper	COLGATE-PALMOLIVE CO	19416FD43	25,100,000	0.00	1.69	100.00	-	25,100,000
Maturity	4/4/2018	4/4/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VC7	50,000,000	0.00	1.58	100.00	-	50,000,000
Maturity	4/4/2018	4/4/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VC7	50,000,000	0.00	1.58	100.00	-	50,000,000
Maturity	4/4/2018	4/4/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VC7	50,000,000	0.00	1.58	100.00	-	50,000,000
Maturity	4/4/2018	4/4/2018	Commercial Paper	NATIXIS NY BRANCH	63873KD46	30,000,000	0.00	1.68	100.00	-	30,000,000
Maturity	4/5/2018	4/5/2018	Commercial Paper	COLGATE-PALMOLIVE CO	19416FD50	60,000,000	0.00	1.72	100.00	-	60,000,000
Maturity	4/5/2018	4/5/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VD5	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/5/2018	4/5/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VD5	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/5/2018	4/5/2018	Commercial Paper	NATIXIS NY BRANCH	63873KD53	25,000,000	0.00	1.68	100.00	-	25,000,000
Maturity	4/5/2018	4/5/2018	U.S. Treasuries	TREASURY BILL	912796NY1	50,000,000	0.00	1.55	100.00	-	50,000,000
Maturity	4/5/2018	4/5/2018	U.S. Treasuries	TREASURY BILL	912796NY1	50,000,000	0.00	1.63	100.00	-	50,000,000
Maturity	4/6/2018	4/6/2018	Commercial Paper	COLGATE-PALMOLIVE CO	19416FD68	10,000,000	0.00	1.69	100.00	-	10,000,000
Maturity	4/6/2018	4/6/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VE3	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/6/2018	4/6/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VE3	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/6/2018	4/6/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VE3	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/6/2018	4/6/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VE3	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/9/2018	4/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VH6	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/9/2018	4/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VH6	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/9/2018	4/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VH6	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/9/2018	4/9/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VH6	50,000,000	0.00	1.63	100.00	-	50,000,000
Maturity	4/9/2018	4/9/2018	Federal Agencies	FREDDIE MAC	3137EAEA3	25,000,000	0.75	0.94	100.00	93,750	25,093,750
Maturity	4/9/2018	4/9/2018	Supranationals	INTL BK RECON & DEVELOP	459053VH4	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/10/2018	4/10/2018	Commercial Paper	COLGATE-PALMOLIVE CO	19416FDA9	20,000,000	0.00	1.69	100.00	-	20,000,000
Maturity	4/10/2018	4/10/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VJ2	50,000,000	0.00	1.63	100.00	-	50,000,000
Maturity	4/10/2018	4/10/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VJ2	50,000,000	0.00	1.63	100.00	-	50,000,000
Maturity	4/10/2018	4/10/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VJ2	50,000,000	0.00	1.63	100.00	-	50,000,000
Maturity	4/11/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/11/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/11/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/11/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	70,000,000	0.00	1.62	100.00	-	70,000,000
Maturity	4/11/2018	4/11/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VK9	100,000,000	0.00	1.64	100.00	-	100,000,000
Maturity	4/11/2018	4/11/2018	Public Time Deposits	BANK OF SAN FRANCISCO	PP302GIL3	240,000	1.37	1.37	100.00	822	240,822
Maturity	4/12/2018	4/12/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VL7	10,000,000	0.00	1.69	100.00	-	10,000,000



# Investment Transactions

## Pooled Fund

Transaction	Settle	Maturity	Type of Investment	Issuer Name	CUSIP	Par Value	Coupon	YTM	Price	Interest	Transaction
Maturity	4/12/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.66	100.00	-	50,000,000
Maturity	4/12/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.61	100.00	-	50,000,000
Maturity	4/12/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.66	100.00	-	50,000,000
Maturity	4/12/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.66	100.00	-	50,000,000
Maturity	4/12/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.65	100.00	-	50,000,000
Maturity	4/12/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/12/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	50,000,000	0.00	1.65	100.00	-	50,000,000
Maturity	4/12/2018	4/12/2018	U.S. Treasuries	TREASURY BILL	912796PA1	100,000,000	0.00	1.65	100.00	-	100,000,000
Maturity	4/13/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	25,000,000	0.00	1.42	100.00	-	25,000,000
Maturity	4/13/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	35,000,000	0.00	1.59	100.00	-	35,000,000
Maturity	4/13/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	50,000,000	0.00	1.59	100.00	-	50,000,000
Maturity	4/13/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	50,000,000	0.00	1.59	100.00	-	50,000,000
Maturity	4/13/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	50,000,000	0.00	1.59	100.00	-	50,000,000
Maturity	4/13/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	100,000,000	0.00	1.59	100.00	-	100,000,000
Maturity	4/13/2018	4/13/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VM5	100,000,000	0.00	1.59	100.00	-	100,000,000
Maturity	4/16/2018	4/16/2018	Federal Agencies	FED FARM CRD DISCOUNT NT	313313VQ8	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/16/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	20,000,000	0.00	1.63	100.00	-	20,000,000
Maturity	4/16/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	30,000,000	0.00	1.63	100.00	-	30,000,000
Maturity	4/16/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	35,050,000	0.00	1.61	100.00	-	35,050,000
Maturity	4/16/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	50,000,000	0.00	1.60	100.00	-	50,000,000
Maturity	4/16/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	50,000,000	0.00	1.63	100.00	-	50,000,000
Maturity	4/16/2018	4/16/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VQ6	100,000,000	0.00	1.60	100.00	-	100,000,000
Maturity	4/16/2018	4/16/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EEZC7	50,000,000	1.84	2.01	100.00	79,066	50,079,066
Maturity	4/17/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	40,000,000	0.00	1.62	100.00	-	40,000,000
Maturity	4/17/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/17/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	64,100,000	0.00	1.63	100.00	-	64,100,000
Maturity	4/17/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	100,000,000	0.00	1.62	100.00	-	100,000,000
Maturity	4/17/2018	4/17/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VR4	100,000,000	0.00	1.62	100.00	-	100,000,000
Maturity	4/18/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	14,800,000	0.00	1.62	100.00	-	14,800,000
Maturity	4/18/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	25,000,000	0.00	1.64	100.00	-	25,000,000
Maturity	4/18/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/18/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/18/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/18/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/18/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/18/2018	4/18/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VS2	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/19/2018	4/19/2018	Federal Agencies	FARMER MAC	3132X0SB8	10,000,000	1.25	1.28	100.00	62,500	10,062,500
Maturity	4/19/2018	4/19/2018	Federal Agencies	FARMER MAC	3132X0SB8	50,000,000	1.25	1.25	100.00	312,500	50,312,500
Maturity	4/19/2018	4/19/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VT0	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/19/2018	4/19/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VT0	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/19/2018	4/19/2018	U.S. Treasuries	TREASURY BILL	912796PB9	50,000,000	0.00	1.65	100.00	-	50,000,000
Maturity	4/19/2018	4/19/2018	U.S. Treasuries	TREASURY BILL	912796PB9	50,000,000	0.00	1.65	100.00	-	50,000,000
Maturity	4/19/2018	4/19/2018	U.S. Treasuries	TREASURY BILL	912796PB9	60,000,000	0.00	1.65	100.00	-	60,000,000
Maturity	4/19/2018	4/19/2018	U.S. Treasuries	TREASURY BILL	912796PB9	100,000,000	0.00	1.43	100.00	-	100,000,000
Maturity	4/20/2018	4/20/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VU7	29,500,000	0.00	1.65	100.00	-	29,500,000

# Investment Transactions

## Pooled Fund

Transaction	Settle	Maturity	Type of Investment	Issuer Name	CUSIP	Par Value	Coupon	YTM	Price	Interest	Transaction
Maturity	4/20/2018	4/20/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VU7	30,000,000	0.00	1.65	100.00	-	30,000,000
Maturity	4/20/2018	4/20/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VU7	91,819,000	0.00	1.64	100.00	-	91,819,000
Maturity	4/20/2018	4/20/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VU7	125,000,000	0.00	1.64	100.00	-	125,000,000
Maturity	4/23/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	45,000,000	0.00	1.64	100.00	-	45,000,000
Maturity	4/23/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/23/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/23/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/23/2018	4/23/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VX1	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/23/2018	4/23/2018	Supranationals	INTL BK RECON & DEVELOP	459053VX9	50,000,000	0.00	1.70	100.00	-	50,000,000
Maturity	4/23/2018	4/23/2018	Supranationals	INTL BK RECON & DEVELOP	459053VX9	100,000,000	0.00	1.65	100.00	-	100,000,000
Maturity	4/24/2018	4/24/2018	Commercial Paper	BANK OF TOKYO-MIT UFJ NY	06538CDQ1	40,000,000	0.00	1.54	100.00	-	40,000,000
Maturity	4/24/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	26,000,000	0.00	1.63	100.00	-	26,000,000
Maturity	4/24/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	45,000,000	0.00	1.64	100.00	-	45,000,000
Maturity	4/24/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/24/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/24/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/24/2018	4/24/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VY9	100,000,000	0.00	1.64	100.00	-	100,000,000
Maturity	4/24/2018	4/24/2018	Supranationals	INTL BK RECON & DEVELOP	459053VY7	50,000,000	0.00	1.67	100.00	-	50,000,000
Maturity	4/24/2018	4/24/2018	Supranationals	INTL BK RECON & DEVELOP	459053VY7	50,000,000	0.00	1.67	100.00	-	50,000,000
Maturity	4/24/2018	4/24/2018	Negotiable CDs	ROYAL BANK OF CANADA NY	78009N5U6	50,000,000	1.78	1.78	100.00	304,083	50,304,083
Maturity	4/25/2018	4/25/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	31331KJB7	14,230,000	3.00	0.94	100.00	213,450	14,443,450
Maturity	4/25/2018	4/25/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VZ6	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/25/2018	4/25/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VZ6	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/25/2018	4/25/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VZ6	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/25/2018	4/25/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385VZ6	100,000,000	0.00	1.64	100.00	-	100,000,000
Maturity	4/25/2018	4/25/2018	Commercial Paper	NATIXIS NY BRANCH	63873KDR5	25,000,000	0.00	1.68	100.00	-	25,000,000
Maturity	4/26/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.62	100.00	-	50,000,000
Maturity	4/26/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/26/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/26/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/26/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.64	100.00	-	50,000,000
Maturity	4/26/2018	4/26/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WA0	50,000,000	0.00	1.66	100.00	-	50,000,000
Maturity	4/26/2018	4/26/2018	U.S. Treasuries	TREASURY BILL	912796LX5	25,000,000	0.00	1.07	100.00	-	25,000,000
Maturity	4/27/2018	4/27/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WB8	100,000,000	0.00	1.64	100.00	-	100,000,000
Maturity	4/27/2018	4/27/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WB8	100,000,000	0.00	1.64	100.00	-	100,000,000
Maturity	4/30/2018	4/30/2018	Commercial Paper	BANK OF TOKYO-MIT UFJ NY	06538CDW8	50,000,000	0.00	1.76	100.00	-	50,000,000
Maturity	4/30/2018	4/30/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WE2	35,000,000	0.00	1.63	100.00	-	35,000,000
Maturity	4/30/2018	4/30/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WE2	50,000,000	0.00	1.63	100.00	-	50,000,000
Maturity	4/30/2018	4/30/2018	Federal Agencies	FED HOME LN DISCOUNT NT	313385WE2	100,000,000	0.00	1.63	100.00	-	100,000,000
Maturity	4/30/2018	4/30/2018	Supranationals	IBRD DISCOUNT NOTE	459053WE0	30,000,000	0.00	1.66	100.00	-	30,000,000
<b>Subtotals</b>						<b>\$6,213,839,000</b>	<b>0.05</b>	<b>1.62</b>	<b>\$ -</b>	<b>\$ 1,066,172</b>	<b>\$6,214,905,172</b>



# Investment Transactions

## Pooled Fund

Transaction	Settle	Maturity	Type of Investment	Issuer Name	CUSIP	Par Value	Coupon	YTM	Price	Interest	Transaction
Interest	4/1/2018	9/12/2018	Public Time Deposits	BANK OF SAN FRANCISCO	PPF00EG70	\$ 5,000,000	1.91	1.91	0.00	0.00	\$ 4,244
Interest	4/1/2018	4/1/2019	State/Local Agencies	CALIFORNIA ST	13063DAB4	23,000,000	1.59	1.59	0.00	0.00	183,195
Interest	4/1/2018	10/1/2019	Federal Agencies	FARMER MAC	3132X0KH3	50,000,000	1.71	1.70	0.00	0.00	213,081
Interest	4/1/2018	10/1/2019	State/Local Agencies	MISSISSIPPI ST	6055804W6	8,500,000	6.09	1.38	0.00	0.00	258,783
Interest	4/1/2018	7/1/2022	Federal Agencies	FREDDIE MAC	3134GBN73	50,000,000	2.07	2.07	0.00	0.00	514,625
Interest	4/2/2018	5/1/2018	Money Market Funds	BLACKROCK LIQ INST GOV F	09248U718	50,040,057	1.56	1.56	0.00	0.00	8,550
Interest	4/2/2018	1/2/2019	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGDM4	25,000,000	1.83	1.83	0.00	0.00	39,397
Interest	4/2/2018	12/2/2019	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGN43	50,000,000	1.83	1.83	0.00	0.00	78,795
Interest	4/2/2018	11/2/2020	Federal Agencies	FARMER MAC	3132X0KR1	25,000,000	1.87	1.87	0.00	0.00	40,258
Interest	4/2/2018	7/1/2021	Federal Agencies	FREDDIE MAC	3134GBM25	50,000,000	1.92	1.92	0.00	0.00	480,000
Interest	4/3/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	150,810,189	1.57	1.57	0.00	0.00	31
Interest	4/3/2018	7/2/2018	Negotiable CDs	BANK OF MONTREAL CHICAGO	06371EDT1	50,000,000	1.87	1.87	0.00	0.00	83,114
Interest	4/3/2018	7/2/2018	Negotiable CDs	BANK OF MONTREAL CHICAGO	06371EQ77	50,000,000	1.86	1.86	0.00	0.00	82,670
Interest	4/3/2018	7/2/2018	Negotiable CDs	WESTPAC BANKING CORP NY	96121T3R7	50,000,000	1.82	1.82	0.00	0.00	80,892
Interest	4/3/2018	10/1/2018	Negotiable CDs	BANK OF MONTREAL CHICAGO	06371EQJ9	50,000,000	1.88	1.88	0.00	0.00	86,358
Interest	4/3/2018	1/3/2019	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EG2V6	25,000,000	1.74	1.74	0.00	0.00	37,377
Interest	4/3/2018	3/1/2019	Supranationals	INTERNATIONAL FINANCE CO	45950VLM6	50,000,000	1.67	1.67	0.00	0.00	76,500
Interest	4/3/2018	1/3/2020	Federal Agencies	FARMER MAC	3132X0PG0	50,000,000	1.76	1.76	0.00	0.00	75,614
Interest	4/5/2018	10/5/2018	Supranationals	INTL BK RECON & DEVELOP	459058ER0	25,000,000	1.00	1.07	0.00	0.00	125,000
Interest	4/5/2018	3/5/2019	Negotiable CDs	WESTPAC BANKING CORP NY	96121T7B8	50,000,000	2.02	2.02	0.00	0.00	86,809
Interest	4/5/2018	4/5/2019	Federal Agencies	FREDDIE MAC	3134GBFR8	25,000,000	1.40	1.40	0.00	0.00	175,000
Interest	4/5/2018	10/5/2020	Federal Agencies	FEDERAL HOME LOAN BANK	3130ACK52	25,530,000	1.70	2.48	0.00	0.00	217,005
Interest	4/5/2018	4/5/2022	Federal Agencies	FANNIE MAE	3135G0T45	25,000,000	1.88	1.81	0.00	0.00	234,375
Interest	4/6/2018	12/6/2018	Negotiable CDs	TORONTO DOMINION BANK NY	89113XQJ6	25,000,000	1.92	1.92	0.00	0.00	41,344
Interest	4/6/2018	12/6/2018	Negotiable CDs	TORONTO DOMINION BANK NY	89113XQJ6	50,000,000	1.92	1.92	0.00	0.00	82,688
Interest	4/7/2018	10/7/2021	Federal Agencies	FANNIE MAE	3135G0Q89	25,000,000	1.38	1.38	0.00	0.00	171,875
Interest	4/8/2018	6/8/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EFCT2	25,000,000	1.77	1.77	0.00	0.00	38,025
Interest	4/8/2018	6/8/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EFCT2	50,000,000	1.77	1.77	0.00	0.00	76,049
Interest	4/8/2018	12/8/2021	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGS97	25,000,000	1.98	1.98	0.00	0.00	42,653
Interest	4/8/2018	12/8/2021	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGS97	25,000,000	1.98	1.98	0.00	0.00	42,653
Interest	4/9/2018	11/9/2018	Negotiable CDs	BANK OF NOVA SCOTIA HOUS	06417GZT8	50,000,000	1.92	1.92	0.00	0.00	82,578
Interest	4/9/2018	11/9/2018	Negotiable CDs	TORONTO DOMINION BANK NY	89113XLP7	50,000,000	1.91	1.91	0.00	0.00	82,147
Interest	4/9/2018	12/7/2018	Negotiable CDs	BANK OF NOVA SCOTIA HOUS	06417GC48	50,000,000	1.93	1.93	0.00	0.00	88,536
Interest	4/9/2018	12/7/2018	Negotiable CDs	ROYAL BANK OF CANADA NY	78009N5B8	50,000,000	1.93	1.93	0.00	0.00	88,536
Interest	4/9/2018	12/7/2018	Negotiable CDs	WESTPAC BANKING CORP NY	96121T5B0	50,000,000	1.90	1.90	0.00	0.00	87,161
Interest	4/9/2018	1/9/2019	Medium Term Notes	TOYOTA MOTOR CREDIT CORP	89236TDN2	50,000,000	1.96	1.96	0.00	0.00	245,491
Interest	4/9/2018	8/9/2019	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGED3	25,000,000	1.90	1.90	0.00	0.00	40,966
Interest	4/9/2018	8/9/2019	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGED3	25,000,000	1.90	1.90	0.00	0.00	40,966
Interest	4/11/2018	6/11/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EEW48	50,000,000	1.79	1.82	0.00	0.00	76,836
Interest	4/11/2018	10/11/2019	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGXK6	20,000,000	1.12	1.86	0.00	0.00	112,000
Interest	4/11/2018	10/11/2019	Federal Agencies	FREDDIE MAC	3134G8TG4	15,000,000	1.50	1.50	0.00	0.00	112,500
Interest	4/15/2018	10/15/2018	U.S. Treasuries	US TREASURY	912828L81	50,000,000	0.88	1.68	0.00	0.00	218,750
Interest	4/15/2018	10/15/2018	U.S. Treasuries	US TREASURY	912828L81	50,000,000	0.88	1.75	0.00	0.00	218,750
Interest	4/16/2018	10/15/2018	Negotiable CDs	WESTPAC BANKING CORP NY	96121T4S4	50,000,000	1.97	1.97	0.00	0.00	87,404
Interest	4/17/2018	10/17/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGFK6	25,000,000	1.94	1.94	0.00	0.00	41,725
Interest	4/17/2018	10/17/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGFK6	25,000,000	1.94	1.94	0.00	0.00	41,725
Interest	4/17/2018	1/17/2019	Negotiable CDs	BANK OF MONTREAL CHICAGO	06371EFH5	50,000,000	1.96	1.96	0.00	0.00	245,166
Interest	4/17/2018	4/17/2020	Federal Agencies	FANNIE MAE	3136G4BL6	15,000,000	1.25	1.25	0.00	0.00	93,750
Interest	4/19/2018	7/19/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGBQ7	25,000,000	1.94	1.94	0.00	0.00	41,725
Interest	4/19/2018	7/19/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGBQ7	25,000,000	1.94	1.94	0.00	0.00	41,725
Interest	4/19/2018	12/19/2018	Negotiable CDs	ROYAL BANK OF CANADA NY	78009N5M4	50,000,000	2.05	2.05	0.00	0.00	88,186
Interest	4/20/2018	6/20/2018	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGGC3	25,000,000	1.94	1.94	0.00	0.00	41,808
Interest	4/20/2018	8/20/2019	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGX67	50,000,000	1.94	1.94	0.00	0.00	83,617
Interest	4/21/2018	10/21/2019	Federal Agencies	FEDERAL HOME LOAN BANK	3130ACM92	21,500,000	1.50	1.59	0.00	0.00	168,417
Interest	4/21/2018	4/21/2020	Supranationals	INTL BK RECON & DEVELOP	459058FZ1	50,000,000	1.88	1.93	0.00	0.00	469,000

# Investment Transactions

## Pooled Fund

Transaction	Settle	Maturity	Type of Investment	Issuer Name	CUSIP	Par Value	Coupon	YTM	Price	Interest	Transaction
Interest	4/21/2018	12/21/2020	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGX75	50,000,000	2.03	2.03	0.00	0.00	87,432
Interest	4/23/2018	12/21/2018	Negotiable CDs	WESTPAC BANKING CORP NY	96121T5K0	50,000,000	2.07	2.07	0.00	0.00	94,906
Interest	4/23/2018	1/23/2019	Negotiable CDs	BANK OF MONTREAL CHICAGO	06371EL21	25,000,000	2.11	2.11	0.00	0.00	45,451
Interest	4/24/2018	7/24/2018	Negotiable CDs	ROYAL BANK OF CANADA NY	78009NX50	50,000,000	2.07	2.07	0.00	0.00	83,435
Interest	4/24/2018	10/24/2019	Federal Agencies	FANNIE MAE	3136G0T68	14,000,000	1.33	1.44	0.00	0.00	93,100
Interest	4/24/2018	12/24/2020	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EFTX5	100,000,000	2.20	2.20	0.00	0.00	189,574
Interest	4/25/2018	10/25/2018	Negotiable CDs	BANK OF MONTREAL CHICAGO	06371ERP4	45,000,000	2.08	2.08	0.00	0.00	78,056
Interest	4/25/2018	10/25/2018	Negotiable CDs	BANK OF NOVA SCOTIA HOUS	06417GZR2	50,000,000	2.07	2.07	0.00	0.00	86,313
Interest	4/25/2018	10/25/2018	Negotiable CDs	TORONTO DOMINION BANK NY	89113XJJ4	50,000,000	2.07	2.07	0.00	0.00	86,313
Interest	4/25/2018	1/25/2019	Federal Agencies	FARMER MAC	3132X0EK3	25,000,000	1.85	1.85	0.00	0.00	115,325
Interest	4/25/2018	2/25/2019	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGBU8	50,000,000	2.05	2.05	0.00	0.00	88,113
Interest	4/25/2018	10/25/2019	Federal Agencies	FREDDIE MAC	3134GBHT2	50,000,000	1.63	1.60	0.00	0.00	406,250
Interest	4/25/2018	10/25/2019	Federal Agencies	FANNIE MAE	3136G4FJ7	25,000,000	1.20	1.20	0.00	0.00	150,000
Interest	4/25/2018	10/25/2019	Supranationals	INTL BANK RECON & DEVELO	45905UZJ6	25,000,000	1.30	1.56	0.00	0.00	162,500
Interest	4/25/2018	10/25/2019	Supranationals	INTL BK RECON & DEVELOP	45905UZJ6	29,300,000	1.30	1.56	0.00	0.00	190,450
Interest	4/25/2018	1/25/2021	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EG4T9	20,000,000	2.03	2.03	0.00	0.00	34,987
Interest	4/25/2018	1/25/2021	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EG4T9	20,000,000	2.03	2.03	0.00	0.00	34,987
Interest	4/25/2018	10/25/2021	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGZJ7	14,500,000	1.38	1.38	0.00	0.00	99,688
Interest	4/25/2018	10/25/2021	Federal Agencies	FEDERAL FARM CREDIT BANK	3133EGZJ7	15,000,000	1.38	1.38	0.00	0.00	103,125
Interest	4/26/2018	7/26/2018	Negotiable CDs	WESTPAC BANKING CORP NY	96121T3W6	50,000,000	2.02	2.02	0.00	0.00	87,037
Interest	4/27/2018	11/27/2018	Negotiable CDs	ROYAL BANK OF CANADA NY	78012UAW5	25,000,000	2.18	2.18	0.00	0.00	46,823
Interest	4/30/2018	5/1/2018	Money Market Funds	FIDELITY INST GOV FUND	31607A703	80,861,773	1.57	1.57	0.00	0.00	51,584
Interest	4/30/2018	5/1/2018	Money Market Funds	MORGAN STANLEY INST GOVT	61747C707	200,825,442	1.60	1.60	0.00	0.00	153,673
Interest	4/30/2018	9/28/2018	Negotiable CDs	NORINCHUKIN BANK (NY)	65602UP85	50,000,000	2.28	2.28	0.00	0.00	101,195
Interest	4/30/2018	10/31/2018	U.S. Treasuries	US TREASURY	912828T83	25,000,000	0.75	1.92	0.00	0.00	93,750
Interest	4/30/2018	10/31/2018	U.S. Treasuries	US TREASURY	912828WD8	50,000,000	1.25	1.71	0.00	0.00	312,500
Interest	4/30/2018	12/28/2018	Negotiable CDs	WESTPAC BANKING CORP NY	96121T5M6	50,000,000	2.11	2.11	0.00	0.00	96,565
Interest	4/30/2018	10/30/2019	Federal Agencies	FANNIE MAE	3136G4EZ2	50,000,000	1.13	1.16	0.00	0.00	281,250
Interest	4/30/2018	10/31/2021	U.S. Treasuries	US TSY NT	912828T67	50,000,000	1.25	1.43	0.00	0.00	312,500
<b>Subtotals</b>						<b>\$3,473,867,462</b>	<b>1.78</b>	<b>1.83</b>	<b>\$ - \$</b>	<b>- \$</b>	<b>10,383,308</b>
Grand Totals											
148 Purchases											
(7) Sales											
(121) Maturities / Calls											
20 Change in number of positions											



Mark Farrell  
Mayor

Mohammed Nuru  
Director

Bruce Robertson  
Finance Manager

General Administration/Finance  
1155 Market St., 4th floor  
San Francisco, CA 94103  
tel 415-554-5418

[sfpublicworks.org](http://sfpublicworks.org)  
[facebook.com/sfpublicworks](https://facebook.com/sfpublicworks)  
[twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

May 16, 2018

The Honorable Board of Supervisors  
City and County of San Francisco  
City Hall, Rm. 244  
Attention: Ms. Angela Calvillo, Clerk of the Board

Subject: Navigation Center at Division Circle Declaration of Emergency

Dear Members of the Board,

An Emergency exists due to a shortage of safe and sanitary housing throughout the City, particularly for no, low, and moderate income persons. A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Per requirement of File NO. 171256, San Francisco Public Works' executed contract No. 1000009591 is attached for your reference. Public Works has retained the services of MEI Architects. The cost of the contract is \$157,108.42.00.

Sincerely,

Mohammed Nuru

Director of Public Works

Enclosures: Board Resolution NO.444-17, File NO. 171256

Public Works Order entitled, Emergency Declared and  
Executed Contract

*fu*

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 17 PM 3:52  
BY





Mark Farrell  
Mayor

Mohammed Nuru  
Director

Division of Contract Administration  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103  
(415) 554-6417 • www.sfdpw.org

Bruce Robertson, Finance Manager

### Contract Processing Record Sheet

All Persons involved in contract processing are requested to initial and date this form. If you have any questions regarding this form, please notify:

☒ Alex Burns @ 554-6411

☐ Dennis Lam @ 554-4803

☒ Yuna (Hyun) Williams @ 554-6412

☐ Antonio Tom @ 554-5424

☐ Mike Alonso @ 554-6233

☐ Kimberley Norman @ 554-6226

Contract ID #: 1000009591 (or) DPW #: 187,135	Title: Architectural and Engineering Services for 125 Bayshore Blvd. (Navigation Center)
Contractor Name: MEI Architects	

	NAME	Date Received	Received By (Please Initial)
1.	Andrew Sohn, Project Manager (Blue Tabs) 30 Van Ness Ave, 4 <sup>th</sup> Floor (557-4748)	4.10.18	AMS
2.	Julia Laue, Division Manager (Green Tabs) 30 Van Ness Ave, 4 <sup>th</sup> Floor (557-4704)	4/10/18	DL
3.	Edgar Lopez, Deputy Director (Yellow Tabs) 30 Van Ness Ave, 4 <sup>th</sup> Floor (557-4657)	4.11.18	EAL
4.	Mohamed Nuru, Director of Public Works (Red Tabs) City Hall #348 (c/o Yolanda Beasley, 554-6919)	4/11/18	MNW
5.	Contract Administration, 1155 Market St. 4 <sup>th</sup> Fl	4/11/18	AR
6.	Yadira Taylor, Deputy City Attorney (Sign Here Tabs) 4 <sup>th</sup> /7 <sup>th</sup> Fl., Fox Plaza (c/o Sarah Gutierrez, 554-3809)	4/12/18	Y
7.	Contract Administration, 1155 Market St. 4 <sup>th</sup> Fl		

Please  
Rush

APR 18 2018  
BY: [Signature]  
259

**City and County of San Francisco  
San Francisco Public Works  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and**

MEI Architects  
239 9th Street  
San Francisco, CA 94103

This Agreement is made this 29th day of March, 2018, in the City and County of San Francisco, State of California, by and between MEI Architects, 239 9th Street, San Francisco, CA 94103 (“Contractor”) and City.

**Recitals**

WHEREAS, the **San Francisco Public Works** (“Department”) wishes to provide architectural and engineering services for 125 Bayshore Blvd. The work will be issued on a task order basis as required and requested by San Francisco Public Works; and

WHEREAS, San Francisco Public Works issued an award of Emergency Contract DPW Order #187,135 dated effective February 9, 2018; and,

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

Now, THEREFORE, the parties agree as follows:

**Article 1 Definitions**

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through its Director of San Francisco Public Works, hereinafter referred to as "Public Works".

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

1.4 "Contractor" or "Consultant" means MEI Architects, 239 9th Street, San Francisco, CA 94103.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

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

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

## **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall be 214 days from February 9, 2018, the date of the approval of Emergency Declaration 187,135, unless earlier terminated as otherwise provided herein.

## **Article 3 Financial Matters**

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has

no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

**3.2 Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

### **3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Public Works, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$157,108.42 (ONE HUNDRED AND FIFTY SEVEN THOUSAND, ONE HUNDRED AND EIGHT DOLLARS AND FORTY TWO CENTS). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Public Works approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.5 Reserved. (LBE Payment and Utilization Tracking System)**

**3.3.6 Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

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

**3.5 Submitting False Claims; Remedies.** Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or

subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.6 Prevailing Wages.**

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

3.6.2 The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the SFPUC Contract Administration Bureau, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

(a) As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.



(b) As required by Section 1771.4 of the Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.

(c) As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

(d) The City will not process monthly progress payments which include payment for Covered Services until Contractor and each subcontractor performing Covered Services submits weekly certified payrolls to the City for the applicable time period. (Unless directed by the DIR to do so before then, effective January 2016, Contractor and each subcontractor performing Covered Services must also submit weekly certified payrolls directly to the DIR before the City will process monthly progress payments.) Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City (and, when applicable, to the DIR) electronically. Contractor shall submit payrolls to the City via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. (The DIR will specify how to submit certified payrolls to it.) The Contractor and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the PRS. Use of the PRS may require Contractor and applicable subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors that will perform Covered Services must attend the PRS training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

(e) Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the Office of Labor Standards Enforcement. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code.

(f) Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.

#### **Article 4 Services and Resources**

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

**4.1.1 Standard of Care for Design Professionals.** Contractor acknowledges and agrees that Contractor shall perform its services under this Agreement in accordance with the professional standard of care applicable to professionals providing similar services for projects of similar type, size and complexity in the San Francisco Bay Area.

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

**4.3 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless



inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B.

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

**4.4.1 Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State

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

**4.5 Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

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

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

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

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

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

**5.2 Indemnification For Design Professionals.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

**5.2.1 Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnatee or the contractors of any Indemnatee.

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

## **Article 6 Liability of the Parties**

**6.1 Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON

CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

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

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

## **Article 7 Payment of Taxes**

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

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

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

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

**7.2.3** Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of

itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **8.2 Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to

Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.6	Dispute Resolution Procedure
6.1	Liability of City	11.7	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.8	Construction
Article 7	Payment of Taxes	11.9	Entire Agreement
8.1.6	Payment Obligation	11.10	Compliance with Laws
		11.11	Severability

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

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

## **Article 9      Rights In Deliverables**

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

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

## **Article 10      Additional Requirements Incorporated by Reference**

**10.1      Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [www.sfgov.org](http://www.sfgov.org) under "Government."

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



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

**10.4 Nondisclosure of Private, Proprietary or Confidential Information.**

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

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

**10.5 Nondiscrimination Requirements**

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

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

**10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

**10.7 Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

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

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is

sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**10.12 Reserved. (Slavery Era Disclosure)**

**10.13 Reserved. (Working with Minors)**

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

**10.15 Reserved. (Public Access to Nonprofit Records and Meetings)**

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

**10.17 Reserved. (Sugar-Sweetened Beverage Prohibition)**

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

**10.19 Reserved. (Preservative Treated Wood Products)**

## **Article 11 General Provisions**

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

To City: San Francisco Public Works  
Contract Administration Division  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103

To Contractor: MEI Architects  
239 9th Street  
San Francisco, CA 94103  
Mei Mei Chan  
[mchan@meiarchitects.com](mailto:mchan@meiarchitects.com)

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

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

### **11.3 Reserved. (Payment Card Industry ("PCI") Requirements).**

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

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

**11.5.1 Contract Modifications (Mods) will be processed and approved electronically utilizing the Microsoft SharePoint© software. Participating contractors and**



consultants agree to execute Mods electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives that will execute Mods complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic Modification approval system. Contractors and consultants shall also agree to immediately notify the City of any changes to authorized users of this Mod approval system.

#### **11.6 Dispute Resolution Procedure.**

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

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

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

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

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

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

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

## **Article 12 MacBride And Signature**


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

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

**CITY**

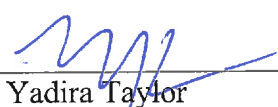
Recommended by:

  
\_\_\_\_\_  
Andrew Sohn, Project Manager

  
\_\_\_\_\_  
Julia Laue, Division Manager

  
\_\_\_\_\_  
Edgar Lopez  
City Architect and Deputy Director

Approved as to Form:  
Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
Yadira Taylor  
Deputy City Attorney

Approved:

  
\_\_\_\_\_  
Mohammed Nuru, Director of Public Works

**CONTRACTOR**

MEI Architects

  
\_\_\_\_\_  
Signature

Name:

Mei Mei Chan

Title:

Principal

239 9th Street  
San Francisco, CA 94103

PeopleSoft Supplier ID#: 0000003191

**Appendices**

- A: Scope of Services
- B: Calculation of Charges

## **Appendix A Scope of Services**

### **Description of Services**

1. MEI will be the Architect of Record and will manage consultants and drawing production/assembly.
2. Proposed consultants under MEI include:
  - a. Mechanical/Plumbing: SJ Engineers
  - b. Electrical: HRA Engineers
  - c. Structural: SOHA Engineers
3. LEED: LEED related services are not within the scope of this proposal. MEI will design to SF Green Building Code standards.
4. DPW responsibilities:
  - a. Assist in expediting all permitting items with authorities having jurisdiction
  - b. Provide accurate CAD files for MEI to base the work on. MEI is entitled to rely on the accuracy of the basic survey and building plans provided.
  - c. Provide site utility engineering services including sewer and utility connections for the new trailer shower/toilets and new fire service connection from the street.
  - d. All entitlement services with local agencies.

### **5. Scope of Services**

#### **A. Existing warehouse building:**

- i. Subdivide the existing premanufactured metal building as described Attachment A1, Exhibit A, into dormitory, community room and quiet room.
- ii. Partition off existing wood storage building with a 1 hour rated occupancy separation as required by code.
- iii. Design a 1 hour property line wall for the north wall of both the premanufactured metal building and the wood storage building as required by code.
- iv. Infill the existing ramps to provide a level floor at the premanufactured metal building; provide necessary decks and ramps/stairs to provide ADA compliant access to the dormitory facility.
- v. Close off the existing opening between the wood storage building and the dormitory area to satisfy occupancy separation and accessibility issues; access to the storage area will only be from the main yard.
- vi. Add windows for daylighting as discussed previously with DPW

B. Existing administration building

- i. Provide minor interior finishes as described in Attachment A1, Exhibit A. Add one new partition to create new open office area per diagram.
- ii. It is assumed that the Owner of the facility will correct existing deficiencies in the MEP systems for the Admin building; no design services are provided for this. Networking/IT is by SF DTS.
- iii. Any code upgrades to the administration building, including ADA work is excluded from this scope of work.

C. Site work

- i. Provide decks and ramps as required for warehouse building to satisfy ADA accessibility requirements.
- ii. Add man gates as required to satisfy egress and accessibility requirements
- iii. Remove existing abandoned propane tank and bollards.
- iv. Provide exterior lighting at outdoor areas.
- v. MEI will coordinate work around the DPW specified/supplied shower/toilet trailers and provide a deck surface level with the finish floor of the trailers. DPW and its supplier are responsible for the specification and design of the trailers including all code compliance and utility connections.

D. Other exclusions:

- i. Security, CCTV and low voltage are excluded from this scope of services as they are currently undefined.

MEI Architects proposal is Attachment A1 to this Appendix A: Scope of Services.

The work will be issued on a task order basis as required and requested by San Francisco Public Works.

Total estimated cost for the services not-to-exceed value of \$157,108.42.

2. **Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of



Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**3. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the **San Francisco Public Works** will be Julia Laue.

# Attachment A1



30 January 2018

Ms. Julia Laue  
Principal Architect & Manager  
Division of Building, Design & Construction  
City & County of San Francisco  
Department of Public Work  
30 Van Ness Avenue  
San Francisco, CA

Re: Navigation Center for the Homeless

Dear Julia:

We are pleased to present this proposal for Architectural services to assist and support DPW in the documentation of the Navigation Center for the Homeless at 125 Bayshore Boulevard, San Francisco, CA.

Our proposal is based on the following scope assumptions dividing the work between DPW engineers and MEI.

1. MEI will be the Architect of Record and will manage consultants and drawing production/assembly.
2. Proposed consultants under MEI include:
  - a. Mechanical/Plumbing: SJ Engineers
  - b. Electrical: HRA Engineers
  - c. Structural: SOHA Engineers
3. LEED: LEED related services are not within the scope of this proposal. MEI will design to SF Green Building Code standards.
4. DPW responsibilities:
  - a. Assist in expediting all permitting items with authorities having jurisdiction
  - b. Provide accurate CAD files for MEI to base the work on. MEI is entitled to rely on the accuracy of the basic survey and building plans provided.
  - c. Provide site utility engineering services including sewer and utility connections for the new trailer shower/toilets and new fire service connection from the street.
  - d. All entitlement services with local agencies.
5. Schedule: Based on information previously transmitted to MEI, this is a fast track project that will go to permit in early February 2018 with planned occupancy of the project in June 2018. MEI will assist the City/DPW in answering any questions originating with the Building Department. It is understood that MEI has no control over the review time taken by the Building Department.

# Attachment A1

DPW Navigation Center, 125 Bayshore Blvd, SF

MEI#807.06

Fee Proposal 30 January 2018

Page 2

## Scope of Work:

### A. Existing warehouse building:

- i. Subdivide the existing premanufactured metal building as described Exhibit A, into dormitory, community room and quiet room.
- ii. Partition off existing wood storage building with a 1 hour rated occupancy separation as required by code.
- iii. Design a 1 hour property line wall for the north wall of both the premanufactured metal building and the wood storage building as required by code.
- iv. Infill the existing ramps to provide a level floor at the premanufactured metal building; provide necessary decks and ramps/stairs to provide ADA compliant access to the dormitory facility.
- v. Close off the existing opening between the wood storage building and the dormitory area to satisfy occupancy separation and accessibility issues; access to the storage area will only be from the main yard.
- vi. Add windows for daylighting as discussed previously with DPW.

### B. Existing administration building

- i. Provide minor interior finishes as described in Exhibit A. Add one new partition to create new open office area per diagram.
- ii. It is assumed that the Owner of the facility will correct existing deficiencies in the MEP systems for the Admin building; no design services are provided for this. Networking/IT is by SF DTS.
- iii. Any code upgrades to the administration building, including ADA work is excluded from this scope of work

### C. Site work

- i. Provide decks and ramps as required for warehouse building to satisfy ADA accessibility requirements.
- ii. Add man gates as required to satisfy egress and accessibility requirements
- iii. Remove existing abandoned propane tank and bollards.
- iv. Provide exterior lighting at outdoor areas.
- v. MEI will coordinate work around the DPW specified/supplied shower/toilet trailers and provide a deck surface level with the finish floor of the trailers. DPW and its supplier are responsible for the specification and design of the trailers including all code compliance and utility connections.

### D. Other exclusions:

- i. Security, CCTV and low voltage are excluded from this scope of services as they are currently undefined.

[illegible]

## **Appendix B Calculation of Charges**

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

All billable staff rates including that of the subcontractor shall be fully burden to include labor, benefits, taxes, overhead, profit, health care benefit surcharge, minimum compensation accountability surcharge, call out surcharges, other surcharges, personnel protective equipment (PPE) for level D Protection, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, and ancillary charges.

Rates listed in the Agreement shall be one single rate reflecting 2018 billing rates. Consultant will only be allowed to escalate its 2018 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Works no more than once annually, on the anniversary of the last rate increase. Consultant must first submit a letter requesting the rate change, which must be approved by Public Works before revised rates may be invoiced. The billing rate for each listed individual may not exceed the lowest rate charged to any other government entity. The City reserves the right to audit material that allows for verification of the accuracy of project invoices (e.g. project billing records, accounting records, time sheets, etc).

All craft/trade positions that are under the purview of the California Department of Industrial Relations are required to be paid prevailing wage rates.

Administrative and clerical support services are considered part of overhead.

### **Other Services and Charges**

The following rates shall apply for all other services, and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.

<b>Services</b>	<b>Rates/Schedule</b>
Subconsultant work (outside services)	Cost plus 5%
“Outside Firm”	



(i.e. laboratory analytical rates)	Cost plus 5%
Meal expenses	Not reimbursable.
Other Direct Costs	At cost.
Travel	Not reimbursable without prior agreement subject to the following:

- 1) Travel Within The Nine Bay Area Counties: Travel within the nine Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) between the Consultant's or subconsultant's office and Project Site shall be considered part of the Consultant's or subconsultant's overhead and will not be reimbursed by the City, regardless of the location of the Consultant's or subconsultant's regular work sites.
- 2) Required Travel Outside of the Nine Bay Area Counties: If the needs of the project require the Consultant or its subconsultants to travel outside of the nine Bay Area counties, and if agreed to in writing prior to initiation of work, the City will reimburse the Consultant for the actual travel expenses incurred to and from their regular work site(s) to the Project Site. If the Consultant or subconsultant maintains their regular work site(s) outside of the nine Bay Area counties, reimbursement will be limited to the lesser of (1) the actual expenses incurred to and from the regular work site, or (2) the equivalent travel expenses to and from San Francisco.
  - A. All travel must be approved in advance by the Contract Manager or Project Manager. Advanced travel approvals should include estimated amounts for the approval(s) being given.
  - B. The associated Travel Time will be similarly reimbursed for the lesser of (1) the actual travel time incurred to and from the regular work site, or (2) the equivalent travel time to and from San Francisco.
  - C. Mileage shall be subject to the Internal Revenue Service (IRS) standard mileage rate for business use of an automobile. No markup applies. This rate is subject to change, yearly.
  - D. For all travel within the continental United States, travel expenses will be reimbursed according to the federal maximum lodging rates by locality. Any exceptions to the Federal rates must be approved in advanced by the Contract Manager or Project Manager. Federal rates for lodging can be found at:  
<http://www.gsa.gov/> > Per Diem Rates

- E. Advanced travel approvals and receipts must be included in reimbursements requests. Minor discrepancies between the estimate and actual amounts may be approved by the Contract Manager or Project Manager at the time of payment request.
- F. Air travel fares shall be based and reimbursed on lowest Economy Class ticket prices and will be reimbursed based on actual expenditures.
- G. Taxi, shuttle, rail, and rental car fares will be reimbursed based on actual expenditures. Rail expenses shall be based on lowest Economy Class ticket prices (or equivalent.) Rental car expenses shall be based on the rate for either the Economy or Compact class of car or its equivalent. No upgrades on these forms of transportation will be reimbursed.
- H. Tolls and parking fees associated with approved travel will be reimbursed based on the actual cost.
- I. If public transportation is used, submit receipt/proof-of-purchase for approved travel.
- J. If travel arrangements are required, Consultant shall schedule arrangements once notified to ensure the most economical rate.

### **Equipment Rental**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) Compensation for equipment rentals (not itemized in the Calculation of Charges) shall be paid for at the rates listed in the Labor Surcharge and Equipment Rental Rates (<http://www.dot.ca.gov/hq/construc/equipmnt.html>) issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program, if listed, plus a 5% mark up. The equipment rental rates shall be based on date of proposal. A copy of the relevant section(s) of the Rental Rates shall be included in the reimbursement request.
- 2) Compensation for equipment rentals (not itemized in the Calculation of Charges as well as not listed in the Labor Surcharge and Equipment Rental Rates issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program) shall be paid for at the rates negotiated and listed in the individual task proposal, plus a 5% mark up.

### **Equipment Owned**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) The Contractor shall not be compensated for usage of equipment it owns. This cost shall be absorbed as part of its overhead.
- 2) If the Contractor owns its own laboratory, it will not be allowed to add on the 5% mark up.

### **Equipment Purchase**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) If equipment is needed to be purchased for a project, and the Contractor will invoice the City for it, then DPW will develop specifications for the equipment. DPW will work with the City's Office of Contract Administration (OCA) on review and approval of the specifications and the procurement of the equipment. The Contractor shall comply with the guidelines of DPW and OCA before purchasing the equipment. Such equipment may be used by the Contractor to conduct requested services, e.g., sampling for environmental testing. The equipment must be returned to the City at the end of the contract term, since the City paid for the equipment.

### **Non-Reimbursable Items**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) The City will not approve payment of ancillary charges. These items are considered part of work to perform the job. These costs are considered to be included in the billing rate of staff. These costs include, but are not limited to:
  - Blackberries, iPhones, other Cell phones
  - Cameras
  - Cell calls and faxes
  - Mail, express mail
  - Computers
  - Internet gateways, FTP sites or data file transfer services
  - Normal Office Copies
  - First aid kits
  - Office equipment

- Office supplies
- PDAs, iPads, tablets
- Photocopiers
- Respirators
- Safety equipment
- Training
- Medical exams, health and safety plan for its employees,
- Telephones, calls
- Tools

**Billing Rates:**

Hourly Rates		\$ 250.00	\$ 211.64	\$ 244.20	\$ 161.83	\$ 136.75	
		Principal in Charge	Project Manager	Design Director	Architect	Designer Drafter	
<b>MEI Architects</b>							
Concept Design	24			8	40	10	\$ 15,794.30
CDs	40				180		\$ 39,129.40
Permitting	24				60		\$ 15,709.80
CA	16				40		\$ 10,473.20
	104	0	8	320	10		\$ 81,106.70

Hourly Rates		\$ 232.82	\$ 154.28	\$ 154.28	\$ 148.67	\$ 112.20	\$ 98.18	
		Principal	Associate	Project Engineer	Senior Engineer	Designer	CADD	
<b>SI Engineers Mechanical Plumbing Fire Protection</b>								
Concept Design	2			12	20	20		\$ 7,534.40
CDs	2			44	77	22	22	\$ 23,329.91
Permitting	2			12		10		\$ 3,439.00
CA	2			8				\$ 1,699.88
	8	0	76	97	52	22		\$ 36,003.19

Hourly Rates		\$ 233.20	\$ 174.50	\$ 131.18	\$ 116.60	
		Principal-Project Manager	Associate	Engineer	CAD	
<b>HRA Engineers Electrical</b>						
Concept Design	4	16	8	20		\$ 7,112.64
CDs	4	40	30	80		\$ 21,192.20
Permitting	4	12	2	25		\$ 6,208.96
CA	2	8				\$ 1,855.60
	14	76	40	125		\$ 36,379.40

MEI Architects	\$ 81,106.70
SI Engineers	\$ 36,003.19
HRA Engineers	\$ 36,379.40
5% consultant markup	\$ 3,619.13
<b>Total</b>	<b>\$ 157,108.42</b>



Mark Farrell  
Mayor

Mohammed Nuru  
Director

Bruce Robertson  
Finance Manager

General Administration/Finance  
1155 Market St., 4th floor  
San Francisco, CA 94103  
tel 415-554-5418

[sfpublicworks.org](http://sfpublicworks.org)  
[facebook.com/sfpublicworks](https://facebook.com/sfpublicworks)  
[twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

May 15, 2018

The Honorable Board of Supervisors  
City and County of San Francisco  
City Hall, Rm. 244  
Attention: Ms. Angela Calvillo, Clerk of the Board

Subject: Navigation Center at Division Circle Declaration of Emergency

Dear Members of the Board,

An Emergency exists due to a shortage of safe and sanitary housing throughout the City, particularly for no, low, and moderate income persons. A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Per requirement of File NO. 171256, San Francisco Public Works' executed contract No. 1000009419 is attached for your reference. Public Works has retained the services of McGuire and Hester. The cost of the contract is \$1,473,847.00.

Sincerely,

fw

Mohammed Nuru

Director of Public Works

Enclosures: Board Resolution NO.444-17, File NO. 171256

Public Works Order entitled, Emergency Declared and  
Executed Contract

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 17 PM 3:52  
BY





Mark Farrell  
Mayor

Mohammed Nuru  
Director

Division of Contract Administration  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103  
(415) 554-4886 • www.sfdpw.org

Bruce Robertson, Finance Manager

### Contract Processing Record Sheet

All Persons involved in contract processing are requested to initial and date this form. If you have any questions regarding this form, please notify:

- ☒ Alex Burns @ 554-6411  
☐ Antonio Tom @ 554-5424  
☐ Paul Cheng @ 554-5422  
☐ Freddy Padilla @ 554-5520

- ☐ Mike Alonso @ 554-6233  
☐ Kimberley Norman @ 554-6226  
☐ Dennis Lam @ 554-4803  
☐ Hyun Williams @ 554-6412

Contract #: 1000009419	Title: 5th and Bryant Navigation Center
Contractor Name: McGuire and Hester	

	NAME	Date Received	Received By (Please Initial)
1.	Andrew Sohn, Project Manager (Green Tabs) 30 Van Ness Avenue, 4 <sup>th</sup> Floor (557-4748)	4/18/18	AMS
2.	Julia Laue, Division Manager (Yellow Tabs) 30 Van Ness Avenue, 4 <sup>th</sup> Floor (557-4704)	4/18/18	DL
3.	Edgar Lopez, Deputy Director (Blue Tabs) 30 Van Ness Ave, 4 <sup>th</sup> Floor (557-4675)	4.18.18	EAL
4.	Mohammed Nuru, Director of Public Works (Red Tabs) City Hall #348 (c/o Yolanda Beasley, 554-6919)	4/18/18	MN
5.	Contract Administration, 1155 Market St. 4 <sup>th</sup> Fl	4/23/18	AB
6.	Yadira Taylor, Deputy City Attorney (Sign Here Tabs) 4 <sup>th</sup> /7 <sup>th</sup> Fl., Fox Plaza (c/o Vonnie Gaines, 554-4227)	4/27	YT
7.	Contract Administration, 1155 Market St. 4 <sup>th</sup> Fl		

Please Expedite

APR 25 2018  
RECEIVED  
11:44



**Mark Farrell, Mayor**  
**Mohammed Nuru, Director**

## **Public Works Order No: 187147**

### **CITY AND COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC WORKS EMERGENCY DECLARED AND CONTRACT AWARDED**

A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. **Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17** declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Therefore, an **Emergency is declared to exist** under the provisions of Section 6.60 of the San Francisco Administrative Code, and

McGuire and Hester  
2810 Harbor Bay Parkway  
Alameda, CA 94502

is hereby awarded a contract with a not-to-exceed value of **\$1,700,000.00** to construct a Navigation Center at the site known as 5th and Bryant. The not-to-exceed scope of work is for a construction contract and will be assigned on a task order basis. Task Orders will be reviewed by San Francisco Public Works.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting himself, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insured.

**Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage.

**Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation**, in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury or illness. Contractor is notified that in the event that Contractor employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject Contract.



**Professional Liability**, Contractor is notified that in the event that employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject contract.

This Order serves as the Notice to Proceed.

DISTRIBUTION:

McGuire and Hester

BDC: [Ronald.Alameida@sfdpw.org](mailto:Ronald.Alameida@sfdpw.org); [Julia.laue@sfdpw.org](mailto:Julia.laue@sfdpw.org); [Andrew.Sohn@sfdpw.org](mailto:Andrew.Sohn@sfdpw.org); [Jumoke.Akin-Talor@sfdpw.org](mailto:Jumoke.Akin-Talor@sfdpw.org); [Nicolas.King@sfdpw.org](mailto:Nicolas.King@sfdpw.org);

Deputy Director: [Edgar.Lopez@sfdpw.org](mailto:Edgar.Lopez@sfdpw.org)

Public Affairs: [Jennifer.Blot@sfdpw.org](mailto:Jennifer.Blot@sfdpw.org)

K2Systems: [K2Systems@sfdpw.org](mailto:K2Systems@sfdpw.org)

Contract Admin: [ContractAdmin.Staff@sfdpw.org](mailto:ContractAdmin.Staff@sfdpw.org);

2/9/2018

2/12/2018

**X** Edgar Lopez

Lopez, Edgar

Deputy Director and City Architect

Signed by: Lopez, Edgar

**X** Mohammed Nuru

Nuru, Mohammed

Director of Public Works

Signed by: Nuru, Mohammed



San Francisco Public Works  
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

1 [Emergency Declaration - Declaration of Homeless Shelter Emergency and Authorizing  
2 Certain Emergency Contracting Provisions]

3 Resolution declaring a homeless shelter emergency, and authorizing the Director of  
4 Public Works to construct, improve, or repair facilities pursuant to Administrative  
5 Code, Section 6.60(a); and the Director of the Department of Homelessness and  
6 Supportive Housing to contract for homeless services and to offer such services to  
7 protect the health, safety, and welfare of individuals affected by homelessness and all  
8 San Francisco citizens in accordance with the requirements in Administrative Code,  
9 Section 21.15.  
10

11 WHEREAS, The Board of Supervisors of the City and County of San Francisco ("Board  
12 of Supervisors"), after careful study and consideration, has determined that there is a  
13 shortage of safe and sanitary housing throughout the City, particularly for no, low, and  
14 moderate income persons; and

15 WHEREAS, In Ordinance No. 57-16, enacted on April 22, 2016, the Board of  
16 Supervisors found that a significant number of persons within the City are without the ability to  
17 obtain shelter, and that the situation has resulted in a threat to the health and safety of those  
18 persons; and

19 WHEREAS, For that reason, and based on factual findings set forth in that ordinance,  
20 the Board of Supervisors declared the existence of a shelter crisis in the City and County of  
21 San Francisco in accordance with California Government Code Sections 8698 through  
22 8698.2; and

23 WHEREAS, In Ordinance No. 97-17, enacted May 17, 2017, the Board of Supervisors  
24 reaffirmed the findings of Ordinance No. 57-16, finding that a significant number of persons  
25

1 within the City continue to be without the ability to obtain shelter, and that the resulting threat  
2 to the health and safety of those persons continues; and

3 WHEREAS, For that reason, the Board found that the City needed to expeditiously  
4 award contracts to complete repairs or improvements to properties designated for navigation  
5 centers and/or temporary housing; and

6 WHEREAS, According to the January 2017 point in time homeless count there were  
7 7,499 people experiencing homelessness in San Francisco, a 2% increase from 2013; and

8 WHEREAS, Between 2015 and 2017 San Francisco saw a 31% increase in chronic  
9 homelessness; and

10 WHEREAS, The 2017 Point in Time Count found that 58% of the homeless population  
11 was unsheltered, 21% were under the age of 25 years, and 32% were over the age of 51  
12 years with attendant deteriorating physical health, deteriorating mental health; and

13 WHEREAS, In light of the state and local findings of a continued and worsening shelter  
14 crisis, the high and increased number of unsheltered individuals who often occupy public  
15 spaces and streets, and continued and worsening threats to the health and safety of those  
16 persons affected by the crisis, the Board finds that the City must continue to establish a  
17 citywide network of homeless services and sites to offer services including navigation centers  
18 in order to expeditiously offer resources to individuals experiencing homelessness; and

19 WHEREAS, The Board of Supervisors urges and supports the Directors of Public  
20 Works and the Department of Homelessness and Supportive housing in implementing the  
21 necessary emergency provisions needed to address the deteriorating health, safety and  
22 welfare conditions on the streets; and

23 RESOLVED, That the Board of Supervisors finds and determines that the foregoing  
24 recitals are true and correct; and, be it  
25



1 FURTHER RESOLVED, That the Board of Supervisors declares that there continues to  
2 be an ongoing emergency in providing emergency shelter for individuals experiencing  
3 homelessness; and be it

4 FURTHER RESOLVED, The Board of Supervisors authorizes and directs the Director  
5 of San Francisco Public Works to work with City departments including the Department of  
6 Homelessness and Supportive Housing and do any and all things necessary or advisable to  
7 construct, improve or repair facilities to provide resources for persons experiencing  
8 homelessness; and, be it

9 FURTHER RESOLVED, That the Director of San Francisco Public Works may enter  
10 into contracts to provide professional services and/or public works construction services to  
11 assist the City in the repair or improvement of facilities for persons experiencing  
12 homelessness, without adherence to the requirements of Administrative Code Chapters 6,  
13 12A, 12B, 12C, and Chapters 14B; and, be it

14 FURTHER RESOLVED, That the Director of the Department of Homelessness and  
15 Supportive Housing ("HSH") may enter into contracts for homeless services and to offer such  
16 services to protect the health, safety and welfare of individuals affected by homelessness and  
17 all San Francisco citizens in accordance with the requirements of Administrative Code Section  
18 21.15; and, be it

19 FURTHER RESOLVED, That within 30 days of any contract authorized by this  
20 resolution being fully executed by all parties, the Directors of San Francisco Public Works and  
21 HSH shall submit to the Clerk of the Board a completely executed copy of their Department's  
22 respective contracts for inclusion in File No. 171256; and, be it

23 FURTHER RESOLVED, That this resolution shall sunset at the time that a permanent  
24 emergency ordinance is enacted or on February 15, 2018, whichever comes first.  
25



City and County of San Francisco  
Tails  
Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 171256

Date Passed: December 12, 2017

Resolution declaring a homeless shelter emergency, and authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 8.60(a); and the Director of the Department of Homelessness and Supportive Housing to contract for homeless services and to offer such services to protect the health, safety, and welfare of individuals affected by homelessness and all San Francisco citizens in accordance with the requirements in Administrative Code, Section 21.15.

December 11, 2017 Budget and Finance Committee - AMENDED

December 11, 2017 Budget and Finance Committee - RECOMMENDED AS AMENDED  
AS A COMMITTEE REPORT

December 12, 2017 Board of Supervisors - ADOPTED


Ayes: 9 - Breed, Farrell, Kim, Peskin, Ronen, Safai, Sheehy, Tang and Yee


Noes: 1 - Cohen

Excused: 1 - Fewer

File No. 171256

I hereby certify that the foregoing  
Resolution was ADOPTED on 12/12/2017  
by the Board of Supervisors of the City and  
County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
Mayor

  
Date Approved

## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 30th day of March 20 18 by and between McGuire and Hester located at 2810 Harbor Bay Parkway, Alameda, CA 94502 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the San Francisco Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 12th day of February, 2018, under AWARD OF FORMAL CONTRACT ORDER NO. 187,147, as more fully appears in the formal record of the DIRECTOR:

**5TH AND BRYANT NAVIGATION CENTER  
(San Francisco Public Works Contract No. 1000009419)**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents attached hereto as Attachment A: Project Manual.

**ARTICLE 1 - CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within 144 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within 30 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.

- 2.02 **Critical Milestone Dates.** Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.
- 2.03 **Liquidated Damages.** It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Section 00 72 00). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Section 00 73 02 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

### ARTICLE 3 – CONTRACT SUM

- 3.01 **Contract Sum.**
- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Contract Documents.
1. Lump sum amount.
  2. Selected additive/deductive Alternate Bid Items.
- Total awarded contract amount: \$ 1,473,847.00.
- The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.
- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.
- 3.02 **Certification by Controller.** This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

### ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 **Applicable Laws and Agreements.** Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(e).
- 4.02 **Prevailing Wages.** The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this

AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are on file at the San Francisco Public Works, City and County of San Francisco, Maurice Williams, Manager, PCS, 30 Van Ness Avenue, 3rd Floor, San Francisco, CA, 94102 and are also available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

4.03 **Penalties.** CONTRACTOR shall forfeit to the CITY back wages due plus not less than fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

## ARTICLE 5 – NOTICES TO PARTIES

5.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: Julia Laue, Principal Architect & Manager  
San Francisco Department of Public Works  
30 Van Ness Avenue, 4th Floor  
San Francisco, CA 94102  
Email: [julia.laue@sfdpw.org](mailto:julia.laue@sfdpw.org)  
Phone: (415) 557-4704

To CONTRACTOR: Kevin Hester, Vice President  
McGuire and Hester  
2810 Harbor Bay Parkway  
Alameda, CA 94502  
Email: [khester@mcguireandhester.com](mailto:khester@mcguireandhester.com)  
Phone: (510) 632-7676

5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

5.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.



**ARTICLE 6 – TERMINATION AND SURVIVAL**

- 6.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Section 00 72 00).
- 6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Kimberly S. Carone  
Principal  
BY: Kimberly S. Carone  
Corporate Counsel/Corporate Secretary  
Title

CITY:

Recommended By: 

Project Manager: 

Division Manager: 

Deputy Director: 

APPROVED: 

Director

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

By:   
Deputy City Attorney

Attachment A: Project Manual

END OF SECTION



---

**City and County of San Francisco  
SAN FRANCISCO PUBLIC WORKS  
BUILDING DESIGN AND CONSTRUCTION DIVISION**

## **5TH AND BRYANT NAVIGATION CENTER**

**CONTRACT NO. 1000009419  
PW 5TH & BRYANT NAV CNTR**

## **PROJECT MANUAL**

**FEBRUARY 2018**

---

Each Bid shall be enclosed in an envelope bearing the description:  
"BID FOR 5TH AND BRYANT NAVIGATION CENTER  
(San Francisco Public Works Contract No. 1000009419)".

---

*Vision: To Make San Francisco a beautiful, livable, vibrant and sustainable City.*



*Printed on 30% post-consumer recycled stock*



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**FACILITY CONSTRUCTION SUBGROUP**

(NOT USED)

**FACILITY SERVICES SUBGROUP**

(NOT USED)

**SITE AND INFRASTRUCTURE SUBGROUP**

(NOT USED)

**PROCESS EQUIPMENT SUBGROUP**

(NOT USED)

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END OF SECTION

## SECTION 00 45 60

## HIGHEST PREVAILING WAGE RATE CERTIFICATION

Contractor, by submitting the attached Bid Form, hereby acknowledges that Contractor has read the San Francisco Charter section A7.204, San Francisco Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq.

Contractor further acknowledges and certifies that, if awarded the Contract, Contractor will comply with the requirement that any person performing labor or rendering service under a contract for public work or improvement shall be paid not less than the highest general prevailing rate of wages in private employment for similar work. Contractor is aware that failure to comply with such wage provision shall result in a forfeiture of back wages due plus the penalties as set forth in Labor Code section 1775, but not less than \$50 per day per worker, and may result in disqualification as a contractor or subcontractor on any public work or improvement for the City and County of San Francisco for a period of up to five years.

Contractor further attests by submitting the attached Bid Form, that Contractor will require from all of its subcontractors that they acknowledge having read San Francisco Charter section A7.204, San Francisco Administrative Code section 6.22(e), and California Labor Code section 1770 et. seq., and that they will comply with the same requirements under this Contract.

*Note: Signing the Agreement Form shall constitute signature of this Certification.*

END OF SECTION



SECTION 00 45 78

CERTIFICATE OF CONTRACTOR REGARDING CONTRACTING IN STATES THAT ALLOW  
DISCRIMINATION AGAINST LGBT INDIVIDUALS

Contractor, by submitting the attached Bid Form, hereby acknowledges that Contractor has read San Francisco Administrative Code Chapter 12X "Prohibiting City Travel and Contracting in States that Allow Discrimination Against LGBT Individuals" ("Chapter 12X") and understands that the City and County of San Francisco cannot enter into contracts with companies with United States headquarters in states that perpetuate discrimination against LGBT populations ("Covered States") or where any or all of the work on the contract will be performed in Covered States.

I \_\_\_\_\_, certify that at the time of submitting my Bid, the address of the United States headquarters for my company is \_\_\_\_\_.

I will notify the City if my company's headquarters moves. I also certify that none of the Work performed on this Contract will be performed in any Covered State.

\_\_\_\_\_  
Signature of Contractor or Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Position in Firm or Corporation

Notes:

- A list of Covered States is available at: <https://oag.ca.gov/ab1887>
- The text of Chapter 12X is posted on the Web at:  
[http://www.amlegal.com/codes/client/san-francisco\\_ca/](http://www.amlegal.com/codes/client/san-francisco_ca/)  
(click on "Administrative Code," then on the left panel, expand "San Francisco Administrative Code," then scroll down and click on "Chapter 12X")

END OF SECTION



## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ located at \_\_\_\_\_ ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the San Francisco Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under AWARD OF FORMAL CONTRACT ORDER NO. \_\_\_\_\_, as more fully appears in the formal record of the DIRECTOR:

**5TH AND BRYANT NAVIGATION CENTER  
(San Francisco Public Works Contract No. 1000009419)**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the **DIRECTOR**, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the **DIRECTOR**.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

**ARTICLE 1 - CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within 144 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within 30 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.



- 2.02 Critical Milestone Dates. Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.
- 2.03 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Section 00 72 00). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Section 00 73 02 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

### ARTICLE 3 – CONTRACT SUM

3.01 Contract Sum.

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices on the Bid Form (Section 00 41 00):

1. Lump sum amount bid.
2. Selected additive/deductive Alternate Bid Items.

Total awarded contract amount: \$\_\_\_\_\_.

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

- 3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

### ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(e).
- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor,

as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

- A. Copies of the latest prevailing wage rates are on file at the San Francisco Public Works, City and County of San Francisco, Maurice Williams, Manager, PCS, 30 Van Ness Avenue, 3rd Floor, San Francisco, CA, 94102 and are also available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus not less than fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

## ARTICLE 5 – NOTICES TO PARTIES

5.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: [Insert name or title of department contact person, name of department, mailing address, e-mail address and fax number.]

To CONTRACTOR: [Insert name of Contractor, mailing address, e-mail address and fax number]

5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

5.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

## ARTICLE 6 – TERMINATION AND SURVIVAL

6.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Section 00 72 00).

- 6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

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IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

CITY:

Recommended By:

Project Manager: \_\_\_\_\_

Division Manager: \_\_\_\_\_

Deputy Director: \_\_\_\_\_

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

APPROVED:

\_\_\_\_\_  
Director

By: \_\_\_\_\_  
Deputy City Attorney

END OF SECTION



## SECTION 00 61 13

## PERFORMANCE BOND AND PAYMENT (LABOR &amp; MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Director of Public Works of the City and County of San Francisco, State of California, has awarded to:

McGuire and Hester, 2810 Harbor Bay Parkway, Alameda, CA 94502

hereinafter designated as the "Principal", a Contract by DPW Order NO. 187147, adopted February 12, 2018 for:

**5TH AND BRYANT NAVIGATION CENTER  
(San Francisco Public Works Contract No. 1000009419)**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)

\$ 1,473,847.00

One Million, Four Hundred and Seventy Three  
Thousand, Eight Hundred and Forty Seven  
Dollars

(PAYMENT BOND)

\$ 1,473,847.00

One Million, Four Hundred and Seventy  
Three Thousand, Eight Hundred and Forty  
Seven Dollars

and

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)



THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Should the condition of this Payment Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:  
Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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

END OF SECTION

**SECTION 00 72 00**

**GENERAL CONDITIONS**  
**(August 2015)**

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## GENERAL CONDITIONS (August 2015)

*[Note: Paragraphs with major revisions are identified with a vertical bar on the right side.]*

### ARTICLE 1 - GENERAL

#### 1.01 DEFINITIONS

A. Wherever a word or phrase defined below, or a pronoun used in place thereof, is used in the Contract Documents (as defined in Paragraph 1.02), it shall have the meaning set forth in this Paragraph 1.01. References to related Paragraphs or Documents are provided for convenience but not to exclude other Paragraphs or Documents where such terms may be used. The colon (":") is employed in this Paragraph as a symbol for "shall mean". A colon also may be employed in these General Conditions or elsewhere in the Contract Documents to set off a paragraph title or heading from the text that follows or as a punctuation mark in a sentence to direct attention to the matter that follows.

1. **Accepted, Approved:** Accepted or approved, or satisfactory for the Work, as determined in writing by the City, unless otherwise specified. Where used in conjunction with the City's response to submittals, requests, applications, inquiries, proposals and reports by Contractor, the term "approved" shall be held to limitations of the City's responsibilities and duties as specified in these General Conditions. In no case shall the City's approval be interpreted as a release of Contractor from its responsibilities to fulfill the requirements of the Contract Documents or a waiver of the City's right under the Contract.

2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which make changes, additions or deletions to the Bid Documents. Refer to Section 00 21 13, Instructions to Bidders.

3. **Agreement:** The Agreement or Contract between the City and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made part thereof as provided herein. The Contract is fully executed upon certification by the Controller of the City and County of San Francisco as to the availability of construction funds. Refer to Section 00 52 00, Agreement Form.

4. **Alternate Bid Item:** A Bid item that may be added to or deducted from the Total Bid Price to meet Project construction budget requirements.

5. **Application for Payment:** Written request submitted by Contractor to City for payment of Work completed in accordance with the Contract Documents and approved schedule of values. Refer to Article 9, Payments and Completion.

6. **Approved Equal:** Approved in writing by the City as being of equivalent quality, utility and appearance. Equivalent means equality in the opinion

of the City Representative. The burden of proof of equality is the responsibility of Contractor. Refer to Division 01 for procedures for proposing substitutions.

7. **Bid, Bid Documents:** Refer to Section 00 21 13, Instructions to Bidders.

8. **Bidding Requirements:** The Sections listed in Section 00 01 10, Table of Contents, under the heading "Procurement Requirements."

9. **Bonds:** Bid, performance and payment (labor and materials) bonds and other instruments of security acceptable to the City. Refer to Paragraph 10.02, Performance Bond and Payment Bond, and Sections 00 43 13 and 00 61 13 for Bond forms.

10. **Bulletin:** Refer to "Field Order."

11. **By Others:** Work on this Project that is outside the scope of Work to be performed by Contractor under this Contract, but that will be performed by the City, other contractors, or other means and at other expense.

12. **Change Order:** A written instrument prepared by the City issued after the effective date of the Agreement and executed in writing by the City and Contractor, stating their agreement upon all of the following: (i) a change in the Work; (ii) the amount of the adjustment in the Contract Sum, if any; (iii) the extent of the adjustment in the Contract Time, if any; and (iv) an amendment to any other Contract term or condition. Refer to Article 6, Clarifications and Changes in the Work.

13. **Change Order Request (COR):** Refer to Paragraph 6.03, Change Order Requests and Proposed Change Orders.

14. **City:** The City and County of San Francisco, California, identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number. The term "Owner" means the City and its authorized agent or representative.

15. **City Representative:** The authorized on-Site representative of the City, as identified at the pre-construction conference convened by the City, in the performance of on-Site inspection and administration of the Contract. All liaisons between the City and Contractor shall be directed through the City Representative.

16. **Claim:** A written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, an adjustment in the Contract Sum or Contract Time, or both, or other relief with respect to the Contract Documents, including a determination of disputes or matters in



question between the City and the Contractor arising out of or related to the Contract Documents of the performance of the Work, which is submitted in accordance with the requirements of the Contract Documents. Refer to Article 13.

**17. Clarification:** A document consisting of supplementary details, instructions or information issued by the City which clarifies or supplements the Contract Documents. Clarifications do not constitute a change in Contract Work, Contract Sum or an extension of Contract Times unless requested by Contractor and approved by the City in accordance with the Contract Documents. Refer to Article 6, Clarifications and Changes in the Work.

**18. Code:** The latest editions of the San Francisco Municipal Code, as well as any State of California, Federal, or local law, statute, ordinance, rule or regulation having jurisdiction or application to the Project.

**19. Commission:** Refers to the Contract awarding authority for City departments with boards or commissions (i.e., the San Francisco Public Utilities Commission, the San Francisco Recreation and Park Commission, the San Francisco Port Commission, the San Francisco Airport Commission, or the Board of Directors of the San Francisco Municipal Transportation Agency, as appropriate). Refer to Section 00 52 00, Agreement Form.

**20. Contract:** Refer to Paragraph 1.02, Contract Documents and Contracting Requirements.

**21. Contract Documents:** Refer to Paragraph 1.02, Contract Documents and Contracting Requirements.

**22. Contract Sum:** The sum stated in the Agreement and, including authorized adjustments, the total amount payable by the City to Contractor for the performance of the Work under the Contract Documents. Refer to Section 00 52 00, Agreement Form.

**23. Contract Time(s):** The number of consecutive days as stated in Section 00 73 02 to: (i) achieve Substantial Completion; (ii) complete the Work so that it is ready for final acceptance as evidenced by the City's issuance of written acceptance as required by section 6.22(k) of the San Francisco Administrative Code; and (iii) achieve any interim Milestones specified in the Contract Documents.

**24. Contracting Requirements:** The Contracting Requirements establish the rights and responsibilities of the parties and include these General Conditions (Section 00 72 00) and the Sections as listed under Contracting Requirements in the Table of Contents (Section 00 01 10).

**25. Contractor:** The person or entity with whom the City has executed the Agreement and identified as such therein and referred to throughout the Contract Documents as if singular in number and

neuter in gender. The term "Contractor" means Contractor or its authorized representative.

**26. Critical Path:** A continuous chain of activities with zero float running from the start event to the finish event in the schedule.

**27. Critical Path Method (CPM):** Refers to the critical path method scheduling technique.

**28. Day:** Reference to "day" shall be construed to mean a calendar day of 24 hours, unless otherwise specified.

**29. Default:** Refer to Paragraph 14.01, Notice of Default; Termination by the City for Cause.

**30. Delivery:** In reference to an item specified or indicated shall mean for the Contractor and/or Supplier to have delivered and to unload and store with proper protection at the Site. Refer to Paragraph 9.03, Progress Payments, for delivery to another (off-Site) location.

**31. Department Head:** The contracting officer for the Contract (i.e., the General Manager of the San Francisco Public Utilities Commission, the Director of San Francisco Public Works, the Executive Director of the Port of San Francisco, the General Manager of the San Francisco Recreation and Parks Department, the Director of Transportation of the San Francisco Municipal Transportation Agency, or the Director of the San Francisco International Airport, as appropriate), or his/her designee, acting directly or through properly authorized representatives, agents, and consultants, limited by the particular duties entrusted to them. Refer to Section 00 52 00, Agreement Form.

**32. Designated, Determined, Directed:** Required by the City, unless otherwise specified. Refer to Paragraph 2.01, Administration of the Contract.

**33. Differing Conditions:** Refer to Paragraph 3.03, Unforeseen or Differing Conditions.

**34. Division:** A grouping of sections of the Specifications describing related construction products and activities. Refer to Section 00 01 10, Table of Contents, for a listing of Division and section numbers and titles.

**35. Drawings:** The graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**36. Effective Date of the Agreement:** The date indicated in the Agreement on which it was executed, but if no such date is indicated it shall mean the date on which the Agreement is signed by the last of the two parties to sign, or when the Controller of the City and County of San Francisco certifies the availability of funds, whichever is later.

**37. Field Order:** A written order issued by the City which provides instructions or requires minor

changes in the Work but which does not involve a change in the Contract Sum or the Contract Time. Refer to Paragraph 6.02, Request for Information, Clarifications and Field Orders.

**38. Final Completion:** The date of written acceptance of the Work by the City, issued in accordance with section 6.22(k) of the San Francisco Administrative Code, when the Contract Work has been fully and satisfactorily completed in accordance with the Contract Documents.

**39. Force Account Work:** Change Order Work to be paid for on the basis of direct costs plus markup on direct costs for overhead and profit as provided in Paragraph 6.07, Force Account Work.

**40. Furnish:** Purchase and deliver to the Site, including proper storage only; no installation is included. The term "Furnish" also means to supply and deliver to the Site.

**41. General Requirements:** The General Requirements include all Documents in Division 1, and govern the execution of the Work of all sections of the Specifications.

**42. Guarantee To Repair Period:** The period specified in Paragraph 8.03 or Division 1 during which Contractor must correct Non-conforming Work.

**43. Indicated:** Shown or noted on the Drawings or written in the Specifications.

**44. Install:** Apply, connect or erect items for incorporation into the Project; Furnishing or Supplying is not included. The term "Install" also describes operations at the Site, including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

**45. Installer:** A person engaged by Contractor, its Subcontractor or Lower-Tier Subcontractor for performance of a particular element of construction at the Site, including installation, erection, application and similar required operations.

**46. Item:** A separate, distinct portion of the whole Work, which may comprise material, equipment, article, or process.

**47. Lower-Tier Subcontractor or Supplier:** A person or entity who has a direct contract with a Subcontractor or Supplier, or with another Lower-Tier Subcontractor or Supplier, to perform a portion of the Work at the Site or to furnish materials or equipment to be incorporated in the Work by Contractor, Subcontractor or Lower-Tier Subcontractor, as applicable.

**48. Milestone:** A principal date or time specified in the Contract Documents relating to an intermediate event prior to Substantial Completion.

**49. Modification:** A document incorporating one or more Change Orders approved by the City to comply with the Certification by Controller require-

ments of the City's Charter as stated in Section 00 52 00.

**50. Non-conforming Work:** Work that is unsatisfactory, faulty, defective, omitted, incomplete or deficient; Work that does not conform to the requirements of the Contract Documents; Work that does not meet the requirements of inspection, reference standards, tests, or approval referred to in the Contract Documents; or Work that has been damaged or disturbed by Contractor's operations contrary to the Contract Documents prior to Final Completion.

**51. Notice of Default:** Refer to Paragraph 14.01, Notice of Default; Termination by the City for Cause.

**52. Notice of Potential Claim:** Refer to Paragraph 13.02, Notice of Potential Claim.

**53. Notice of Substantial Completion:** The written notice issued by the City to Contractor acknowledging that the Work is Substantially Complete as determined by the City. Said Notice shall not be considered as final acceptance of any portion of the Work or relieve Contractor from completing the punch list items attached to said Notice within the specified time and in full compliance with the Contract Documents.

**54. Notice to Proceed or "NTP":** The written notice issued by the City to Contractor authorizing Contractor to proceed with the Work and establishing the date of commencement of the Contract Time. The Contract Documents may specify more than one NTP applicable to different phases of the Work.

**55. Owner:** Refer to "City."

**56. Paragraph:** A paragraph under an Article of these General Conditions. Refer to "General Conditions-Table of Contents" for a listing of Article and Paragraph numbers and titles.

**57. Partial Utilization:** Right of the City to use a portion of the Work prior to Substantial Completion of the Work.

**58. Project:** Refer to "Work".

**59. Project Manual:** The bound written portion of the Contract Documents prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which consists of the Procurement and Contracting Sections and Specification Sections and may include schedules, is contained in Section 00 01 10, Table of Contents.

**60. Proposed Change Order (PCO):** A document prepared by the City requesting a quotation of cost or time from Contractor for additions, deletions or revisions in the Work initiated by the City or Contractor.

**61. Provide:** Furnish and Install or Supply and Install complete in place at the Site.

**62. Punch List / Final Completion:** A punch list prepared by the City identifying deficient Items to be corrected by Contractor prior to Final Completion. Refer to Paragraph 9.09, Final Completion and Final Payment.

**63. Punch List / Substantial Completion:** The list provided by the City identifying Items that shall be corrected or completed before the City considers the Work Substantially Complete. Refer to Paragraph 9.08, Substantial Completion.

**64. Quality Assurance (QA):** All those planned and systematic actions necessary to provide adequate confidence that a Quality Control Program has been applied.

**65. Quality Control (QC):** Those actions that control and measure the characteristics of an item, process, or facility against established requirements to ensure that a product or service will satisfy given requirements for quality.

**66. Reference Documents:** Refer to Section 00 21 13, Instructions to Bidders, and Section 00 31 00 for identification of Reference Documents, if any.

**67. Regular Working Hours:** 7:00 a.m. to 5:00 p.m., Monday through Friday, except City legal holidays.

**68. Request for Information (RFI):** A document prepared by Contractor requesting information from the City regarding the Project or Contract Documents.

**69. Request for Substitution (RFS):** A request from Contractor in accordance with the conditions specified in Division 01 to substitute a material, product, thing or service specified in the Contract Documents with an equal material, product, thing or service. Refer to Paragraph 3.11, Substitutions, and Section 00 49 18, Request for Substitution form.

**70. Required:** In accordance with the requirements of the Contract Documents.

**71. Resident Engineer:** See "City Representative."

**72. Samples:** Physical examples of materials, equipment, or workmanship that are submitted for adjudication of their compliance with the specification.

**73. Section:** Refer to Section 00 01 10, Table of Contents, for a listing of the Sections.

**74. Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data or information which are prepared or assembled by or for Contractor and submitted to City.

**75. Site:** Geographical location of the Project as indicated elsewhere in the Contract Documents.

**76. Special Provisions:** The part of the Contract Documents that amends, modifies, or supple-

ments these General Conditions. The Special Provisions include the 00 73 00-series Sections as listed in Section 00 01 10, Table of Contents.

**77. Specifications:** The portion of the Project Manual comprising Division 01 through Division 49 and listed in Section 00 01 10, Table of Contents, consisting of requirements and technical descriptions of materials, equipment, systems, standards and workmanship for the Work, and performance of related administrative services.

**78. Specified:** Written or indicated in the Contract Documents.

**79. Subcontractor:** A person or entity who has a direct contract with Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. The term "Subcontractor" shall also include contracts assigned to Contractor if so provided in the Supplementary Conditions or specified in the General Requirements (Division 01).

**80. Substantial Completion:** The stage in the progress of the Work, when the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents including receipt of a temporary certificate of occupancy, if applicable, issued by the agency having jurisdiction over the Work so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

**81. Supplementary Conditions:** The part of the Contract Documents that amends, deletes or modifies these General Conditions. The Supplementary Conditions are set forth in Section 00 73 00.

**82. Supplier:** A manufacturer, fabricator, distributor, or vendor having a direct contract with Contractor or with a Subcontractor to furnish materials or equipment to be incorporated in the Work.

**83. Supply:** Refer to "Furnish."

**84. Total Bid Price:** Refer to Section 00 21 13, Instructions to Bidders.

**85. Unavoidable Delay:** Refer to Paragraph 7.02, Delays and Extensions of Time.

**86. Unilateral Change Order:** A written Change Order to Contractor issued after the effective date of the Agreement in accordance with Paragraph 6.05.

**87. Unit Price Work:** Work to be paid for on the basis of unit prices and actual quantities of Work. Refer to Paragraph 6.08.

**88. Work:** The performance by Contractor of all its responsibilities and obligations set forth in the

Contract Documents. Work shall include, but not be limited to, providing all labor, services, and documentation required by the Contract Documents. References in the Contract Documents to "Work" may be to items of Work. Refer to Paragraph 1.03.

89. **Working Day:** Any day of the week except Saturdays, Sundays and statutory holidays.

## **1.02 CONTRACT DOCUMENTS AND CONTRACTING REQUIREMENTS**

A. The Contract Documents form the entire Contract for the construction of the Work, and consist of the following:

1. the Drawings, Project Manual, and all Addenda thereto;
2. the Agreement and other documents listed in the Agreement;
3. Change Orders, Unilateral Change Orders, Clarifications, and Field Orders issued after execution of the Contract; and
4. all provisions of the Bid Documents, as defined in Section 00 21 13, Instructions to Bidders, not in conflict with the foregoing.

B. Nothing in the Contract Documents shall be construed to create a contractual relationship between the City and a Subcontractor, Supplier, Lower Tier Subcontractor or Supplier or a person or entity other than the City and Contractor.

C. The Contracting Requirements and the General Requirements contain information necessary for completion of every part of the Project and are applicable to each section of the Specifications. Where items of Work are performed under subcontracts, each item shall be subject to the Contracting Requirements and General Requirements.

## **1.03 MEANING AND INTENT OF CONTRACT DOCUMENTS**

A. The Contract Documents are complementary; what is required by one shall be as binding as if required by all. The Contract Documents will be construed in accordance with the laws of the State of California, the City's Charter and Administrative Code, and applicable building codes and statutes of the city and/or county where the Project is located.

B. The intent of the Contract Documents is to describe and provide for a functionally complete and operational Project (or part thereof) to be constructed in accordance with the Contract Documents. All Work, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work to conform to the requirements of the Contract Documents shall be

provided by Contractor with no change in the Contract Sum or Contract Time.

C. Arrangement and titles of Drawings, and organization of the Specifications into Divisions, sections and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Contractor may arrange and delegate its Work in conformance with trade practices, but Contractor shall be responsible for completion of all Work in accordance with the Contract Documents. The City assumes no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The City assumes no responsibility to act as arbiter to establish subcontract limits between portions of the Work.

D. In interpreting the Contract Documents, words describing materials or Work with a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning.

E. A typical or representative detail on the Drawings shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be submitted to the City for approval. Repetitive features shown in outline on the Drawings shall be in exact accordance with corresponding features completely shown.

F. In the event of a conflict in the Contract Documents regarding the quality of a product, Contractor shall request Clarification from the City as provided in Paragraph 6.02 before procuring said product or proceeding with the Work affected thereby.

G. The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories on the Drawings is shown in diagrams and symbols to illustrate the relationships existing between the parts of the Work; all variations in alignment, elevation, and detail required to avoid interferences and satisfy architectural and structural limitations are not necessarily shown. If rerouting, i.e. relocating a duct, pipe, conduit or similar utilities from the indicated room or space to another room or space to avoid structural interferences, results in a total linear footage which exceeds 125% of the indicated route if the structural interferences did not exist, then Contractor will be compensated for the amount in excess of 125% under the provisions for Change Orders of Article 6. Actual layout of the Work shall be carried out without affecting the architectural and structural integrity and limitations of the Work;

shall be performed in such sequence and manner as to avoid conflicts; shall provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment; shall obtain maximum headroom; and shall provide adequate clearances as required for operation and maintenance, and as required by the San Francisco Building Code or Code of other public authority having jurisdiction.

H. Unless otherwise indicated in the Contract Documents, the Drawings shall not be scaled for dimensions when figured dimensions are given, or when dimensions could be calculated or field measured. When a true dimension cannot be determined from the Drawings or field measurement, Contractor shall request promptly the same from the City and shall obtain a Clarification or written interpretation from the City before proceeding with the Work affected thereby.

I. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

J. When there is a conflict between existing on-Site conditions and information indicated on the Drawings, other than Differing Conditions as defined in Paragraph 3.03, the existing condition shall govern. Contractor shall perform the Work and adjust to the existing condition at no additional cost to the City, provided Contractor should have known of such conflicts based on its reasonable investigation of the Site prior to submitting its Bid in accordance with the requirements of Section 00 21 13.

K. All references in the Contract Documents to satisfactory, sufficient, reasonable, acceptable, suitable, proper, correct, or adjectives of like effect shall be construed to describe an action or determination of the City Representative for the sole purpose of evaluating the completed Work for compliance with the requirements of the Contract Documents and conformance with the intent as expressed in subparagraph 1.03B. Such determinations of the City Representative shall be final and conclusive.

#### **1.04 AMENDMENT OF CONTRACT DOCUMENTS**

A. The Contract Documents may be amended after execution of the Agreement to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) Change Order; (ii) Modification, or (iii) Unilateral Change Order.

B. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways: (i) a Field Order;

(ii) a Clarification, written interpretation or other bulletin issued by the City; or (iii) the City's review and acceptance of a shop drawing or sample in accordance with Paragraph 2.01.

#### **1.05 RESOLUTION OF CONFLICTING TERMS; PRECEDENCE OF CONTRACT DOCUMENTS**

A. The Contract Documents are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between Contractor and the City that should there be any conflict between the terms of the Contract Documents and the Bid submitted by Contractor, the Contract Documents shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with the Contract Documents.

B. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail (listed in order of highest to lowest precedence):

1. Modifications, Change Orders, and Unilateral Change Orders in inverse chronological order, and in same order as specific portions they are modifying.
2. Written Clarifications and Field Orders
3. Executed Agreement.
4. Addenda.
5. Supplementary Conditions.
6. These General Conditions.
7. General Requirements (Division 01).
8. Other Contracting Requirements.
9. Divisions 02 through 49 of the Specifications.
10. Drawings.
11. Bid Documents

C. With reference to the Drawings the order of precedence shall be as follows (listed in order of highest to lowest precedence):

1. Written numbers over figures, unless obviously incorrect.
2. Figured dimensions over scaled dimensions.
3. Large-scale Drawings over small-scale Drawings.
4. Schedules on Drawings or in Project Manual over conflicting information on other portions of Drawings.

5. Detail Drawings govern over general Drawings.

6. Drawing with highest revision number prevails.

#### **1.06 REUSE OF CONTRACT DOCUMENTS**

A. The Contract Documents were prepared for the Work of this Contract only. No part of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of the City. Any unauthorized use of the Contract Documents is at the sole liability of the user.

### **ARTICLE 2 - CITY'S RESPONSIBILITIES AND RIGHTS**

#### **2.01 ADMINISTRATION OF THE CONTRACT**

A. The City shall administer the Contract as described in the Contract Documents. Reference is made to Division 01 for administrative requirements and procedures.

B. The Department Head will designate in writing an authorized representative with limited authority to act on behalf of the City. The City may at any time during the performance of this Contract make changes in the authority of any representative or may designate additional representatives in accordance with the City's Charter and codes. These changes will be communicated to Contractor in writing. Contractor assumes all risks and consequences of performing work pursuant to any order, including but not limited to instruction, direction, interpretation or determination, of anyone not authorized to issue such order.

#### **2.02 INFORMATION AND SERVICES**

A. The City's survey information, such as monuments, property lines, and reports describing physical characteristics, legal limitations and utility locations for the Site are available as Reference Documents.

B. The City shall apply and pay for the building permit if required for the Work and shall pay all permanent utility service connection fees. All other permits, easements, approvals, temporary utility charges, and other charges required for construction shall be secured and paid for by Contractor in accordance with Paragraph 3.06.

1. The City's responsibility with respect to certain inspections, tests, and approvals is set forth in Article 8.

#### **2.03 RIGHT TO STOP THE WORK; CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH CONTRACT**

A. The City may order Contractor to stop the Work, or a portion thereof, until the cause for such order has been eliminated. Any such order to stop the Work shall be in writing, provide Contractor with an effective date for stopping Work, and shall be signed by the City Representative. Unless otherwise agreed to by the City, Contractor shall not be entitled to an adjustment of the Contract Time or Contract Sum as a result of any such order to stop the Work.

B. The right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of Contractor or other person or entity.

C. Reasons for ordering Contractor to stop the Work, or a portion thereof, include but are not limited to the following:

1. Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents; or

2. Contractor fails to carry out Work in accordance with the Contract Documents; or

3. Contractor disregards the authority of the authorized City Representative; or

4. Contractor disregards the laws and regulations of a public body having jurisdiction over the Project; or

5. Contractor violates in any substantial way any provisions of the Contract Documents; or

6. Contractor fails to maintain current certificates of insurance on file with the City; or

7. Original Contract Work is proceeding but will be modified by a pending Change Order.

D. In the event that Contractor (i) fails to maintain current certificates of insurance on file with the City; (ii) commits criminal or unlawful acts; (iii) creates safety hazards; or (iv) commits acts or creates conditions that would have an immediate adverse impact on the well-being of the Project, the City, the public, and/or Contractor's employees, the City shall have the right to order Contractor to stop the Work immediately, without prior notice.

#### **2.04 RIGHT TO CARRY OUT THE WORK**

A. In the event that Contractor fails to carry out the Work in accordance with the Contract Documents and fails to promptly correct or prosecute the Work within a 3-day period following a written notice of a deficiency from the City, or other such period as may be specified elsewhere in the Contract Documents,



the City may, without prejudice to other remedies the City may have, correct such deficiencies.

B. In such case the City will deduct all costs of such corrections, including the costs of City staff and consultants, from amounts due Contractor. If funds remaining under the Contract are not sufficient to cover the costs of such corrections, Contractor shall reimburse the City.

## **2.05 RIGHT TO CHANGE, SUSPEND OR DELAY THE WORK**

A. By executing this Contract, Contractor agrees that the City has the right to do any or all of the following, which are reasonable and within the contemplation of the parties: (i) order changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) issue changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) issue changes due to Unforeseen or Differing Conditions; (iv) suspend the Work, or parts thereof, or limit access to portions of or all of the Work, for the convenience of the City or in the interests of the Project; and (v) delay or disrupt the Work due to failure of the City to timely perform any contractual obligation.

## **2.06 AUDIT**

A. The City shall have the right to examine, copy and audit all documents (whether paper, electronic, or other media) and electronically stored information, including, but not limited to, any and all books, estimates, records, contracts, escrow bid documents, bid cost data, schedules, subcontracts, job cost reports, correspondence, and other data, including computations and projections, of Contractor, Subcontractors, Lower-Tier Subcontractors and Suppliers related to bidding, negotiating, pricing, or performing the Work covered by: (i) a Change Order Request; (ii) Force Account Work; or (iii) a Contract Claim. In the event that Contractor is a joint venture, said right to examine, copy and audit shall apply collaterally and to the same extent to the records of the joint venture sponsor, and those of each individual joint venture member.

B. Upon written notice by the City, Contractor immediately shall make available at its office at all reasonable times the materials noted in subparagraph 2.05A for examination, audit, or reproduction. Notice shall be in writing, delivered by hand or by certified mail, and shall provide not fewer than five-days' notice of the examination and/or audit. The City may take possession of the records and materials noted in

subparagraph 2.05A by reproducing documents for off-site review or audit. When requested in the City's written notice of examination and/or audit, Contractor shall provide the City with copies of electronic documents and electronically stored information in a reasonably usable format that allows the City to access and analyze all such documents and information. For documents and information that require proprietary software to access and analyze, Contractor shall provide the City with two licenses with maintenance agreements authorizing the City to access and analyze all such documents and information.

C. The City has sole discretion as to the selection of an examiner or auditor and the scope of the examination or audit.

D. The City may examine, audit, or reproduce the materials and records under this Paragraph from the date of award until three years after final payment under this Contract.

E. Failure by the Contractor to make available any of the records or materials noted in subparagraph 2.05A or refusal to cooperate with a notice of audit shall be deemed a material breach of the Contract and grounds for Termination For Cause.

F. Contractor shall insert a clause containing all the provisions of this Paragraph in all subcontracts of Subcontractors and Lower-Tier Subcontractors and Suppliers for this Contract over \$10,000.

## **2.07 NO WAIVER OF RIGHTS**

A. None of the following shall operate as a waiver of any provision of this Contract or of any power herein reserved by the City or any right to damages herein provided:

1. inspection by the City or its authorized agents or representatives; or
2. any order or certificate for payment, or any payment for, or acceptance of the whole or any part of the Work by the City; or
3. any extension of time; or
4. any position taken by the City or its authorized agents or representatives.

## **2.08 CITY NOT LIABLE FOR CONSEQUENTIAL DAMAGES**

A. The City, its boards and commissions, and all of their officers, agents, members, employees, and authorized representatives shall have no liability to Contractor for any type of special, consequential or incidental damages arising out of or connected with Contractor's Work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension, cancellation or rescission of the Work or this Contract, negli-

gence or strict liability by the City, its boards and commissions, and their representatives, consultants or agents.

### **ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES**

#### **3.01 REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS**

A. The Contract Documents are not complete in every detail but show the purpose and intent only, and Contractor shall comply with their true intent and meaning, taken as a whole, and shall not avail itself of any manifest error, omission, discrepancy or ambiguity which appear in the Contract Documents, instructions or work performed by others.

B. Contractor shall verify all dimensions and determine all existing conditions that may affect its Work adequately in advance of the Work to allow for resolution of questions without delaying said Work, and Contractor shall be responsible for the accuracy of such dimensions and determinations.

C. Contractor shall carefully review the appropriate portions of the Contract Documents a minimum of 30 days in advance of the Work to be executed for the express purposes of checking for any manifest errors, omissions, discrepancies or ambiguities. Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by Contractor's untimely review of the Contract Documents.

D. Contractor shall notify the City in writing promptly as specified in Paragraph 6.02 upon discovery of errors, omissions, discrepancies or ambiguities, and the City will issue a Clarification or RFI reply as to the procedure to be followed. If Contractor proceeds with any such Work without receiving such Clarification or RFI reply, it shall be responsible for correcting all resulting damage and Non-conforming Work.

E. Contractor shall be responsible for its costs and the costs of its Subcontractors to review Contract Documents and field conditions and to implement and administer a Request for Information (RFI) system throughout the Contract Time in accordance with the requirements of Division 01. Contractor shall be responsible for costs incurred by the City for the work of the City's consultants and City's administrative efforts in answering Contractor's RFIs where the answer could reasonably be found by reviewing the Contract Documents.

F. Prior to start of Work, Contractor and the City Representative shall visit the site and adjacent properties as necessary to document existing conditions including photographs. Contractor shall document these conditions and shall submit prior to the start of

Work a complete report of existing conditions determined by the site survey as indicated in Division 01.

#### **3.02 SUPERVISION OF THE WORK**

A. Unless there are specific provisions in the Contract Documents to the contrary, Contractor shall be solely responsible to fully and skillfully supervise and coordinate the Work and control the construction means, methods, techniques, sequences and procedures. Contractor shall be solely responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents and for the acts or omissions of Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. Contractor is solely responsible for maintaining safe conditions on the site at all times, in accordance with Article 12.

B. Contractor shall supervise and coordinate the Work of its Subcontractors so that information required by one will be furnished by others involved in time for incorporation into the Work in the proper sequence and without delay of materials, devices, or provisions for future Work.

C. Whenever the Work of a Subcontractor is dependent upon the work of other Subcontractors or contractors, then Contractor shall require the Subcontractor to:

1. coordinate its Work with the dependent work;
2. provide necessary dependent data, connections, miscellaneous items, and other transitional requirements;
3. supply and install items to be built into dependent work of others;
4. make provisions for dependent work of others;
5. examine dependent drawings and specifications and submittals;
6. examine previously placed dependent work;
7. check and verify dependent dimensions of previously placed work;
8. notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work; and
9. not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

D. Contractor shall immediately comply with and prosecute orders and instructions including, but not limited to, Change Orders, RFI replies and Clarifications given by the City in accordance with the terms of this Contract, but nothing herein contained shall be

taken to relieve Contractor of any of its obligations or liabilities under this Contract, or of performing its required detailed direction and supervision.

E. Contractor shall at all times permit the City, its agents and authorized representatives to: (i) visit and inspect the Work, the materials and the manufacture and preparation of such materials; (ii) subject them to inspection at all such places; and (iii) reject if the Work does not conform to the requirements of the Contract Documents. This obligation of Contractor shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested or inspected, it shall not be covered up before inspection and approval by the City as set forth in Article 8.

F. Whenever Contractor desires to perform Work outside regular working hours, Contractor shall give notice to the City of such desire and request and obtain the City's written permission at least 3 working days in advance, or such other period as may be specified, except in the event of an emergency prior to performing such Work so that the City may make the necessary arrangement for testing and inspection.

G. If Contractor receives a written notice from the City that a Clarification is forthcoming from the City, all Work performed before the receipt of the Clarification shall be coordinated with the City to minimize the effect of the Clarification on Work in progress. All affected Work performed after receipt of the City's written notice but before receipt of the Clarification and not so coordinated shall be at Contractor's risk.

H. During all disputes or disagreements with the City, Contractor shall carry on the Work and adhere to the progress schedule required to be submitted under the requirements of the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and Contractor may otherwise agree in writing.

### **3.03 UNFORESEEN OR DIFFERING CONDITIONS**

A. Consistent with section 7104 of the California Public Contract Code, if any of the following conditions are encountered at the Site, Contractor shall promptly, and before such conditions are disturbed, notify the City in writing.

1. Material that Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing Law.

2. Subsurface or latent physical conditions at the Site differing materially from those indicated by information about the Site made available to bidders prior to the deadline for submitting bids.

3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents.

B. Contractor's written notice shall include the following information concerning such conditions: (i) location; (ii) nature and extent; (iii) a description of how such conditions affect the Work; (iv) recommended methods to overcome such conditions; (v) the baseline conditions described in the Contract Documents that formed the basis of Contractor's expectations regarding the conditions that would be encountered; and (vi) the results of any testing, sampling, or other investigation conducted by Contractor.

C. Differing Conditions shall not include:

1. All that is indicated in or reasonably interpreted from the Contract Documents or Reference Documents;

2. All that could be seen on Site;

3. Conditions that are materially similar or characteristically the same as those indicated or described in the Contract Documents or Reference Documents.

4. Conditions where the location of a building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.

D. The City will promptly investigate the conditions reported in Contractor's written notice, and will issue a written report of findings to Contractor.

E. Contractor shall be responsible for the safety and protection of the affected area of the Work for the duration of the City's investigation of potential Differing Conditions.

F. Only if the City determines, in its sole and reasonable discretion, that the conditions reported do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost or time required to perform all or part of the Work, will the City issue a Change Order as provided in Article 6 of these General Conditions. If the City determines that a differing condition exists, Contractor shall promptly submit a Cost Proposal and/or Time Adjustment Proposal, as appropriate, per Article 6 to facilitate the timely negotiation and execution of a Change Order.

G. If Contractor disagrees with the City's determination and wishes to pursue an adjustment to the Contract Sum and/or Contract Time, Contractor must timely submit a written Notice of Potential Claim to the City as provided in Paragraph 13.03 of these General Conditions. Contractor's Notice of Potential Claim must include the information required by Paragraph 13.02, and must also identify the Escrow Bid Docu-

ments that formed the basis of Contractor's Bid to perform the Work affected by the alleged differing condition. In the event of such disagreement, Contractor shall proceed with all Work to be performed under the Contract Documents, and shall not be excused from any scheduled completion date provided for by the Contract Documents.

H. Failure by Contractor to comply with the requirements of this Paragraph concerning the timing and content of any notice of unforeseen or differing site conditions or of any request for adjustment of the Contract Sum and/or Contract Time based on alleged unforeseen or differing site conditions shall be deemed a waiver of any Contract Claim or subsequent proceedings (e.g., Government Code Claims and litigation) by Contractor for adjustments to the Contract Sum or Contract Time arising from or relating to such conditions.

### **3.04 SUPERINTENDENTS AND OTHER KEY TEAM MEMBERS**

A. Contractor shall at all times be represented at the Site by Contractor's competent project manager or superintendent whom it has authorized in writing to make decisions and receive and carry out any instructions given by the City. Contractor will be held liable for the faithful compliance with such instructions. Prior to the issuance of Notice to Proceed, Contractor shall inform the City in writing of the names, addresses and telephone numbers of its key personnel whom it has authorized to act as its representatives at the Site and who are to be contacted in case of emergencies at the Site during non-working hours, including Saturdays, Sundays and holidays. If Contractor is a joint venture, it shall designate only one such representative.

B. The City reserves the right to reject Contractor's project manager, general construction superintendents, project coordinators, and foremen at any time for cause as provided in subparagraph 3.05A. The City shall be given written notice of, and shall have the right to approve, replacement of Contractor's project manager, superintendents and foremen.

C. In the event that the Contractor proposes to substitute a key team member during the performance of the Contract, Contractor shall submit to the City Representative, at least seven days prior to engaging the person, an Experience Statement form (Section 00 49 12) for the City's review and acceptance. Any proposed substitution is subject to the approval of the City Representative based upon qualifying experience on similar projects as set forth in the bid documents for the project. Failure to obtain the City's acceptance shall not constitute a cause for delay. In addition, the City may issue an order to stop the work under Article 2.03 until such time as the Contractor engages persons possessing skills and qualifications acceptable to the City.

### **3.05 LABOR, MATERIALS AND EQUIPMENT**

A. Contractor shall employ only competent and skillful persons to perform the Work, and shall at all times maintain good discipline and order at the Site. Upon the City's notification Contractor shall discharge from the Work and replace at no additional cost to the City an employee, Subcontractor or Supplier used on the Work who, in the City's sole judgment: (i) is incompetent, obnoxious, or disorderly; or (ii) has intimidated or sexually harassed a City employee, agent or member of the public; or (iii) is refusing to carry out the provisions of the Contract.

B. In order that the City can determine whether Contractor has complied or is complying with the requirements of the Contract which are not readily enforceable by inspection and test of the Work and materials, Contractor shall upon request submit properly authenticated documents or other satisfactory proof of its compliance with such requirements.

C. Before ordering materials, equipment, or performing Work, Contractor shall verify indicated dimensions in a timely fashion by taking field measurements required for the proper fabrication and installation of the Work as specified in Paragraph 3.01. If a discrepancy exists, Contractor shall notify the City immediately and request the City to clarify the intended design. Upon commencement of a particular item of Work, Contractor shall be responsible for dimensions related to such item of Work.

D. All materials and equipment shall be delivered, handled, stored, installed, and protected to prevent damage in accordance with best current practice in the industry, in accordance with manufacturers' specifications and recommendations, and in accordance with the requirements of the Contract Documents. Contractor shall store packaged materials and equipment to the Site in their original and sealed containers, marked with the brand and manufacturer's name, until ready for use. Contractor shall deliver materials and equipment in ample time to facilitate inspection and tests prior to installation.

E. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, field offices, storage facilities and incidentals necessary for the performance, testing, start-up and completion of the Work in accordance with Division 01.

F. In the event that Division 01 does not require a field office for the City Representative, Contractor shall provide adequate separate sanitary facilities at the Site for the City Representative.

### **3.06 PERMITS, FEES AND NOTICES**

A. Contractor shall pay all utility charges for temporary connections to the Work.

B. Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits (other than the building permit), governmental fees (other than permanent utility service connection fees), licenses, and inspections (other than inspections which are to be performed at the expense of the City as provided in Article 8) necessary for proper execution and completion of the Work. See Section 00 73 01 Permits and Agreements.

1. Contractor shall coordinate and obtain all permits prior to starting Work for which permits are required.

2. The City will reimburse Contractor for reasonable costs incurred for obtaining permits that are not specified in the Bid Documents to be obtained at Contractor's expense.

C. Pursuant to section 832 of the California Civil Code, Contractor shall give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities that relate to performance of the Work.

D. Contractor shall secure all permits and pay all applicable permit fees prior to performing excavation in the public right of way. Contractor shall timely deliver, post and maintain all notices required by such permits. Contractor shall be solely responsible for coordinating and performing its excavation and street restoration operations in accordance with the conditions of such excavation permits and applicable regulations. Should delays or damages be caused by Contractor's failure to coordinate or comply with the conditions of such excavation permits, Contractor shall pay all costs, assessments, fines, and penalties resulting therefrom.

E. If Contractor observes that portions of the Contract Documents are at variance with the Code or other applicable laws, statutes, ordinances, rules and regulations, Contractor shall promptly notify the City in writing. If the City determines that changes to the Contract Documents are necessary to comply with such laws, statutes, ordinances, rules or regulations, the City will make necessary changes to the Contract Documents by appropriate amendment.

F. If Contractor performs Work it knows, or reasonably should have known, to be contrary to the Code or other applicable laws, statutes, ordinances, and rules and regulations without written notice to the City, Contractor shall assume responsibility for such Work and shall bear all costs of correction.

G. Contractor shall keep the permits, an approved set of Drawings and Specifications, and a copy of the

Code at the Site readily available for inspection during regular working hours throughout the Contract Time.

H. Contractor shall coordinate all required inspections and special inspections with the appropriate agency having jurisdiction. Contractor shall notify the City Representative in accordance with Article 8, so that the appropriate City representatives and inspectors will be present at these inspections.

I. Contractor shall be responsible for preparing and submitting for approval to the appropriate agency having jurisdiction all shop drawings, product data, and manufacturer's certificates as may be required under the conditions of applicable permits.

J. Contractor shall submit to the City Representative as a condition precedent to Final Completion signed permit documents including, but not limited to, job cards, permit applications, permit Drawings, and certificates of occupancy.

### **3.07 RECORD DOCUMENTS**

A. Contractor shall maintain at the Site a current record copy of all Contract Documents including, but not limited to, Drawings, Specifications, Addenda, Change Orders, RFIs, Clarifications, Field Orders, and approved shop drawings, samples and other submittals, in good order and clearly marked to record accurately the Work as actually constructed ("as-built"), including changes, adjustments, and other information relative to the Work as actually constructed, all in accordance with the Specifications. Additionally, record documents shall conform to the requirements specified in Division 01.

B. Contractor shall furnish on a monthly basis the aforesaid record documents for the City to review and determine their sufficiency in conforming to the requirements set forth in subparagraph 3.07A. The City shall have the right to withhold 25 percent of progress payments due Contractor until Contractor has complied with this Paragraph 3.07.

C. Record documents shall be available for inspection by the City at all times and shall be delivered to the City prior to Substantial Completion.

### **3.08 CONTRACTOR'S DAILY REPORT**

A. Contractor shall complete, and submit to the City on the next day, consecutively numbered daily construction reports in accordance with Division 01.

B. In addition, whenever Force Account Work is in progress, Contractor shall complete and submit to the City detailed written daily Force Account Work reports as provided under Paragraph 6.07.

### 3.09 PROGRESS AND SUBMITTAL SCHEDULES

A. At the Pre-Construction Conference, Contractor shall submit to the City for review a 60 day bar chart type Plan of Operation as required by Division 01.

B. Prior to commencing Work, Contractor shall submit to the City for review the following schedules:

1. a cost-and-resource-loaded Base Line Construction Schedule for the Work which shall use, unless otherwise specified in Division 01, the critical path method (CPM), activity on arrow or precedence diagramming method, as outlined in the Associated General Contractors publication "The Use of CPM in Construction," and shall indicate the times (number of days or dates) for starting and completing the various stages of the Work, including all milestones and special constraints specified in the Contract Documents; and

2. a submittal log, coordinated with the progress schedule in accordance with the requirements of Division 01, listing all submittals required by the Contract, their cognizant specification reference, and indicating the times for submitting such submittals.

C. Unless specified elsewhere in the Contract Documents, within 10 days after submittal, the City and Contractor shall meet to review for acceptability to the City the schedules submitted under subparagraph 3.09A. Contractor shall have an additional 5 days to make corrections and adjustments and to complete and resubmit the schedules.

D. No progress payments will be made to Contractor unless and until the Baseline Schedule is submitted and accepted by the City.

E. Contractor shall adhere to the Base Line Construction Schedule accepted by the City in accordance with subparagraph 3.09C and as may be adjusted during the performance of the Work in accordance with the Contract Documents. Contractor shall submit to the City for acceptance proposed revisions or adjustments in the base line construction schedule. Proposed adjustments in the base line construction schedule that will change the Contract Times shall be submitted to the City in accordance with Paragraph 7.02.

F. Acceptance of base line construction and submittal schedules by the City will neither impose on the City responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from its full responsibility therefor.

G. Contractor shall submit a monthly progress schedule update as a condition precedent to making an Application for Payment as set forth in Paragraph 9.03 and Division 01. All updates shall be submitted to the City for the City's acceptance; if rejected, Contractor shall correct and resubmit updates to the satis-

faction of the City before a pending application for payment is approved.

1. Each progress schedule update shall continue to show all Work activities including those already completed and those of changed Work.

2. Each progress schedule update shall accurately reflect "as-built" information by accurately indicating the dates activities were actually started and completed and the actual percent complete of activities.

3. Contractor's submission of progress schedule updates, reports, curves or narratives, or the City's acceptance of such progress schedule updates, reports, curves or narratives, shall not amend or modify, in any way, the Contract Time or milestone dates or modify or limit, in any way, Contractor's obligations under this Contract.

4. Contractor waives its rights to time extensions based on changed Work if Contractor has failed to meet its obligations to provide monthly schedule updates as specified herein.

H. Early Completion Schedule: If Contractor submits a base line schedule that shows a completion time that is earlier than the Contract Time, the "float" shall belong to the Project. Contractor shall not be entitled to a compensable time extension for any Change Order or Unilateral Change Order that causes the early completion date to be extended within the "float."

### 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

B. Contractor shall review, approve, stamp, and submit to the City as specified in Division 01 shop drawings, product data, samples and similar submittals required by the Contract Documents in accordance with the accepted submittal schedule. Submittals made by Contractor that are not required by the Contract Documents may be returned without action.

C. By approving and submitting shop drawings, product data, samples and other submittals, Contractor represents that it has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals for conformance to the Contract Documents and for coordination of the Work indicated in the submittal and with adjacent work.

D. Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data, samples and other submittals until the respective submittal has been received, reviewed and approved or received, reviewed and accepted by the City and returned to Contractor. Such Work shall be in accordance with approved/accepted submittals. Contractor is solely responsible for delays or disruptions to the Work caused by inadequate, uncoordinated, incorrect or late submittals.

E. Where a shop drawing or sample is required by the Contract Documents, related Work performed prior to the City's review and approval of the pertinent submittal shall be at the sole expense, risk and responsibility of Contractor.

F. The review, acceptance, approval, or other action taken by the City upon Contractor's submittals such as shop drawings, product data, samples and other submittals, shall apply to general design concepts only, and shall in no way relieve Contractor from its responsibility to notify the City of errors or omissions therein in accordance with Paragraph 3.01, nor from providing all labor, equipment, and materials in accordance with the requirements of the Contract Documents necessary for the proper execution of the Work. The City's action will be taken with such reasonable promptness provided that the City shall be provided a reasonable time, as set forth in Division 1, to permit adequate review. Approval/acceptance of submittals shall not affect the Contract Sum, and additional costs that may result therefrom shall be solely Contractor's obligation. Contractor shall be responsible to provide engineering or other costs necessary to prepare the submittals and obtain approvals required by the Contract Documents from the City or other authorities having jurisdiction. The City is not precluded, by virtue of such approvals/acceptances, from obtaining a credit for construction cost resulting from allowed concessions in the Work or materials therefor.

G. Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of shop drawings, product data, samples and other submittals unless Contractor has specifically informed the City in writing, attached to the submittal, of such deviation at the time of submittal and the City has given written approval to the specific deviation.

1. Deviations shall also be indicated clearly and boldly on such shop drawing, product data, sample or related submittal.

2. For resubmitted shop drawings, product data, samples and other submittals, Contractor shall direct specific attention, by written attachment, to revisions other than those requested by the City on previous submittals.

H. Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the City's approval thereof.

### 3.11 SUBSTITUTIONS

A. Pursuant to section 3400 of the California Public Contract Code, Contractor shall submit for approval to the City a properly completed Request for Substitution (refer to Section 00 49 18) for each material, product, thing, or service that it proposes to substitute in place of, and as the equal, of a material, product, thing, or service specified in the Contract Documents by trade name or by the names of any particular patentee, manufacturer or dealer. Failure to submit said Request for Substitution form within the period specified in Section 00 49 18 will be deemed adequate and reasonable grounds for refusal by the City to consider any subsequent proposed substitutions.

B. The requirements for obtaining approval of substitutions shall be as specified in Division 01.

### 3.12 USE OF SITE

A. Contractor shall confine its operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.

B. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. In all cases, the Work shall be constructed solely within the boundaries described in the Contract Documents. Contractor shall coordinate with the City to obtain in advance of said operations all necessary permits, rights-of-way, or easements, and shall give proper notice thereof to owners of affected properties in accordance with section 832 of the California Civil Code. Contractor shall obtain all such permits, rights-of-way and easements at no cost to the City.

C. Pumping, draining and control of surface and ground water and excavating or other earthwork shall be carried out so as to avoid endangering the Work or adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof. Contractor shall conform to the Code and applicable laws and regulations and shall obtain all permits necessary to perform grading or excavation or dispose of surface or ground water or excavated materials at the Site.

D. Contractor shall not load nor permit any part of any structure to be loaded in a manner that will endanger the structure, nor shall Contractor subject part



of the Work or adjacent property to stresses or pressures that will endanger it.

E. Contractor shall assume full responsibility and shall promptly settle all claims for damage to areas within the Contract limits, or to adjoining areas or the owners or occupants thereof, resulting from the performance of the Work.

### **3.13 ACCESS TO WORK**

A. During the performance of the Work, the City and its authorized representatives, including City consultants performing necessary project-related functions on behalf of the City (e.g., construction management personnel and design professionals), or other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, may at any time, and for any purpose, enter upon the Work, the shops where any part of such Work may be in preparation, the facilities where any part of the Work may be in storage, or the factories where any materials for use in the Work are being, or are to be, manufactured. Contractor shall not require City personnel or City consultants performing necessary project-related functions on behalf of the City to sign visitor hold harmless agreements or similar agreements requiring the signatory to defend, hold harmless and/or indemnify Contractor for claims arising out of or relating to the Work, the Project, or the Site.

### **3.14 CUTTING AND PATCHING**

A. Contractor shall be responsible for performing, in accordance with the requirements of the Specifications, all cutting, fitting, and patching of the Work that may be required to make all parts fit together or to receive the work of other contractors shown on, or reasonably implied by, the Contract Documents for the completed Work.

B. Contractor shall not damage or endanger a portion of the Work, or fully or other partially completed construction of the City or separate contractors, by excavation or by cutting, patching or otherwise altering such construction. Contractor shall not cut or otherwise alter such construction by the City or a separate contractor except with written consent of the City. Contractor shall not withhold from the City Contractor's consent to cut or otherwise alter the Work.

### **3.15 CLEANING UP AND REMOVING DEBRIS**

A. Contractor shall keep the Site and surrounding area, including public areas immediately adjacent to the Site such as temporary pedestrian walkways and sidewalks, free from accumulation of excess materials, rubbish, graffiti, and debris.

1. Contractor shall perform such clean up and removal in accordance with the requirements of the Specifications.

2. Prior to Substantial Completion Contractor shall remove from and about the Site excess materials, rubbish, Contractor's tools, construction equipment, and machinery and shall perform final cleaning as specified in accordance with the requirements of the Specifications.

3. Removal and disposal of such excess materials, rubbish, and other debris shall conform to applicable laws and regulations.

B. If Contractor fails to comply with Article 3.15 or to clean up as provided in the Contract Documents, the City may do so and deduct the cost of such cleanup from the amount due Contractor under the Contract.

C. Contractor shall salvage and deliver to the City removed equipment, appurtenances and other materials that are not reused in the Work and indicated by the City to be salvaged. Contractor shall remove from the Site as its property and dispose of in a legal manner all other equipment, appurtenances and other materials to be removed and not indicated to be salvaged or otherwise claimed by the City.

### **3.16 INTELLECTUAL PROPERTY; ROYALTIES AND INDEMNIFICATION**

A. Contractor shall be responsible at all times for compliance with applicable patents, copyrights, trademarks, and/or other intellectual property rights held by others encompassing, in whole or in part, any invention, design, process, product, device, material, article or arrangement used, directly or indirectly, in the performance of the Work or incorporated into the Work.

B. Contractor shall pay, and include in the Contract Sum, all royalties and license fees and assume all costs incident to the use in the performance of the Work or the incorporation into the Work of any invention, design, process, product, device, material, article or arrangement which is the subject of a patent right, copyright, trademark, and/or other intellectual property right held by others.

C. To the fullest extent permitted by law, Contractor shall save, defend, hold harmless, and fully indemnify the City and all its officers and employees connected with the Project, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees and costs, that may at any time arise or be set up for any infringement or unauthorized use of any patent rights, copyrights, trademarks or other intellectual property claims by any person in consequence of the use by the City, or any of its officers, agents, members, employees,

authorized representatives, or any other person deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which Contractor is not the patentee or assignee or does not have the lawful right to sell the same.

1. This indemnity provision is in addition to all other hold harmless and indemnity clauses in the Contract Documents, and shall survive Final Completion and termination of the Contract. The notice, cooperation and control of defense provisions set forth in Paragraph 3.19 shall apply to this intellectual property indemnity.

D. If the City is enjoined from the operation or use of the Work, or any part thereof, as a result of any suits or claims for infringement or unauthorized use of a patent right, copyright, trademark, and/or other intellectual property right, Contractor shall, at its sole expense and at no cost to the City, take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's sole expense and at no cost to the City, (1) modify the Work, consistent with applicable requirements of the Contract Documents, so as to avoid infringement of any such intellectual property right, or (2) replace said Work with work that meets applicable requirements of the Contract Documents and that does not infringe or violate any such intellectual property right.

E. Subparagraphs 3.16C and 3.16D, above, shall not apply to any suit, claim or proceeding based on infringement or violation of a patent right, copyright, trademark, and/or other intellectual property right (i) arising from any unauthorized modifications to the Work by the City or its agents; or (ii) arising from the combination of Work with any products or services not provided or recommended by Contractor where the combination is the basis for infringement.

### **3.17 WARRANTY**

A. Contractor warrants and guarantees to the City that materials and equipment provided under the Contract shall be at least of the quality specified and new unless otherwise required or permitted by the Contract Documents and if no quality is specified, then the materials and equipment shall be of commercial grade, suitable for heavy public use in facilities of similar size and complexity; that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents.

1. Contractor additionally warrants manufacturers' product warranties.

B. Contractor's warranty excludes damage or defects caused by abuse, modifications to equipment by the City and not authorized by Contractor, improper or insufficient maintenance, improper operation, or nor-

mal wear and tear. Testing shall not be construed as operation.

C. Contractor shall deliver product warranties and guarantees conforming to the requirements of the Specifications to the City Representative prior to Final Completion.

D. The warranty provisions of this Paragraph 3.17 are separate and additional to the provisions for correction of Non-conforming Work as specified in Article 8.

### **3.18 TAXES**

A. Contractor shall be responsible for paying all taxes applicable during the performance of the Work or portions thereof, whether or not said taxes were in effect on or increased after the date of Bid opening.

### **3.19 INDEMNIFICATION**

A. Consistent with California Civil Code section 2782, Contractor shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance of the Work. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or willful misconduct of any person indemnified herein. Contractor's obligations under this Paragraph apply regardless of whether or not such claim, suit, action, loss or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between Contractor and City or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City..

1. Contractor's defense, indemnity and hold harmless obligations shall extend to City Consultants (e.g., design professionals and construction managers) providing services under separate written agreement with the City covering any portion of the Project and designated as additional insureds in Article "Insurance for Others" of Section 00 73 16.

2. Contractor's defense, indemnity and hold harmless obligations shall not extend to the liability of a City Consultant designated as additional insured in Article "Insurance for Others" of Section 00 73 16 or its agents, employees or subconsultants arising out of, connected with or resulting from such indemnitee's own active negligence, errors or omissions or from (1) such indemnitee's preparation or approval of maps, plans, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) such indemnitee's issuance of or failure to issue directions or instructions provided that such issuance or failure to issue is the primary cause of the damage or injury.

B. Contractor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste or contaminated material as a result of the Work performed under this Contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

C. The City and other indemnified parties specified in subparagraph 3.19A shall provide Contractor with prompt written notice after receipt of any claim, action or demand ("claim") made by a third party against the City and/or other indemnified party, provided, however, that no delay on the part of the City or other indemnified party shall relieve Contractor from any obligation hereunder. Contractor shall obtain the City's and other indemnified parties' consent for Contractor's choice of counsel and such consent shall not be unreasonably withheld or delayed, such that any responsive pleadings may be timely filed, and in every instance, within thirty (30) days after City or other indemnified party has given notice of the claim, and provided further that City and other indemnified parties may retain separate co-counsel at their expense and participate in the defense of the claim. If the interests of Contractor and the City and/or other indemnified party conflict and counsel chosen by Contractor cannot, in City's or other indemnified parties' reasonable opinion, adequately represent Contractor, City and/or other indemnified party, then the cost and expense associated with the City and/or other indemnified party retaining separate co-counsel shall be borne by Contractor, otherwise, the cost and expense of separate co-counsel retained by City and/or other indemnified party shall be borne by the City or other indemnified party, as applicable. Subject to Contractor's obligation to reimburse City's and other indemnified parties' costs of same, City and other indemnified parties will assist Contractor in the defense of the claim by providing cooperation, infor-

mation and witnesses, as needed to the extent there is no material conflict of interest.

1. So long as Contractor has assumed and is conducting the defense of a claim in accordance with the preceding subparagraph, (i) Contractor will not consent to the entry of any judgment or enter into any settlement with respect to the claim without the prior written consent of City or other indemnified party, as applicable, which consent will not be unreasonably withheld, unless the judgment or proposed settlement involves only the payment of money damages by Contractor and does not impose any obligation upon City and/or other indemnified party in connection with such judgment or settlement and Contractor obtains the full and complete release of City and/or other indemnified parties; and (ii) City and/or other indemnified parties will not consent to the entry of judgment or enter into any settlement without the prior written consent of Contractor.

2. If Contractor does not assume and conduct the defense of claim as required above, (i) City or other indemnified party may defend against, and consent to, the entry of any judgment or enter into any settlement with respect to the claim in any manner it reasonably may deem appropriate, and City or other indemnified party need not consult with, or obtain any consent from, Contractor, and (ii) Contractor will remain responsible for any losses City and/or other indemnified party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the claim to the fullest extent provided in this Paragraph 3.19.

D. Contractor's liability shall not be limited to the amount of insurance coverages required under the Contract Documents.

E. In the event that Contractor and its insurance carrier(s) in bad faith refuse to negotiate and compensate a third party or parties for property damage or personal injuries which arise out of Contractor's performance of the Work, the City shall have the right to estimate the amount of damages and to pay the same, and the amount so paid shall be deducted from the amount due Contractor under this Contract, or an appropriate amount shall be retained by the City until all suits or claims for said damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect shall have been furnished to the City.

F. The defense and indemnity obligations of this Paragraph shall survive Final Completion and termination of this Contract. Contractor's defense and indemnity obligations shall extend to claims arising after the Work is completed and accepted if the claims are directly related to alleged acts or omissions by Contractor that occurred during the course of the Work.

### **3.20 COMPLIANCE WITH LAWS; INDEMNIFICATION**

A. Contractor shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the City and other local agencies having jurisdiction over the Work, and all federal and state laws, regulations, orders or decrees in any manner affecting or applicable to the Contract Documents, the performance of the Work, or those persons engaged therein.

B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by Contractor and any and all persons, firms and corporations employed by or under it.

C. As required by and in accordance with the procedures specified in Paragraph 3.19, Contractor shall assume the defense of, indemnify and hold harmless the City, its boards and commissions, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims or liability arising from the violation of law, regulation, order or decree by Contractor or its Subcontractors or Suppliers of all tiers in connection with or resulting from performance of the Work.

D. If the City incurs any fines or penalties because of Contractor's (or a Subcontractor's or Supplier's) failure to comply with a law, regulation, order or decree, the City may deduct the amount of the fine or penalty from the Contract Sum.

E. Authorized persons may at any time enter upon any part of the Work to ascertain whether applicable laws, regulations, orders or decrees are being complied with. Contractor shall promptly notify the City Representative if a regulatory agency requests access to the job site or to records. Contractor shall provide the City Representative with a list of documents provided to the regulatory agency and enforcement actions issued against Contractor.

F. No additional costs will be paid or extensions of time granted as a result of Contractor's compliance with this Paragraph 3.20.

### **3.21 LIABILITY OF CONTRACTOR – CONSEQUENTIAL DAMAGES**

A. Contractor shall have no liability to City for any type of special, consequential or incidental damages arising out of or connected with Contractor's performance of the Work. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension or cancellation of the services under this Contract, and negligence or strict liability of Contractor. This limit of liability shall NOT, however, apply to, limit or preclude: (i) Contractor's obligation to pay Liquidated Damages as set forth in the Contract Documents; (ii) damages caused by Contractor's gross negligence, reckless conduct, willful acts or omissions, fraud or illegal or unlawful acts; (iii) Contractor's obligations to indemnify and defend the City and other indemnified parties as set forth in this General Conditions; (iv) Contractor's liability for any type of damage, including but not limited to, business interruption and extra expense, to the extent such damage is required to be covered by insurance as specified in the Contract Documents; (v) wrongful death caused by Contractor; (vi) punitive or treble damages; (vii) Contractor's liability for damages expressly provided for in the Contract Documents, including without limitation statutory damages imposed by the City upon Contractor under the City Ordinances and Municipal Codes specified in the Contract Documents; and (viii) Contractor's warranties and guarantees under the Contract Documents.

## **ARTICLE 4 - SUBCONTRACTORS**

### **4.01 SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

A. Under section 1725.5 of the California Labor Code, all Subcontractors who bid or work on a public works project must register and pay an annual fee to the California Department of Industrial Relations. No unregistered Subcontractor, regardless of the dollar amount of subcontract work, may be awarded a contract for public work on a public works project. Contractor shall not employ a Subcontractor who does not maintain a current registration with the California Department of Industrial Relations.

B. Unless otherwise specifically provided by the Contract Documents, subcontracting shall be in accordance with the governing regulations regarding subcontracts, section 6.21 of the San Francisco Administrative Code, and section 1771.1 of the California Labor Code. Section 6.21 and section 1771.1

shall govern the designation of, failure to specify, and substitution of Subcontractors and the assignment, transfer and performance of subcontracts.

C. Contractor shall not employ a Subcontractor, Supplier or other person or entity that the City has determined unqualified or non-responsible. The City may give written notice of such determination prior to award of the Contract or at any time during the Contract Time, and upon receipt thereof Contractor shall provide replacement with a qualified person or entity. The City shall have the right of approval and shall not be responsible for added costs to Contractor, if any, of employing such replacement person or entity.

#### **4.02 SUBCONTRACTUAL RELATIONS**

A. Contractor shall have an appropriate written agreement specifically binding each Subcontractor or Supplier to Contractor by the applicable terms and conditions of the Contract Documents, in the same manner Contractor is bound to the City. Each subcontract agreement shall preserve all rights of the City with regards to the Work to be performed by the Subcontractor or Supplier. All Subcontractors and Suppliers shall have similar agreements with Lower-Tier Subcontractor and Lower-Tier Suppliers. All Subcontractors and Suppliers shall be given copies of the contract documents to which the Subcontractor or Supplier will be bound, and upon written request of the Subcontractor or Supplier, shall have identified written terms and conditions of their proposed subcontract agreement that vary from the Contract Documents. Subcontractors and Suppliers shall fulfill the same requirements toward their respective proposed Lower-Tier Subcontractors and Lower-Tier Suppliers.

#### **4.03 ASSIGNABILITY OF SUBCONTRACTS**

A. All subcontracts of Subcontractors and Lower-Tier Subcontractors and purchase agreements of Suppliers and Lower-Tier Suppliers shall provide that they are freely assignable to the City under the following conditions:

1. the City terminates the Contract for cause under provisions of Article 14;
2. the City requests such assignment; and
3. the surety providing the performance bond for the Project fails to timely fulfill its obligations under the performance bond.

B. The City will notify the Subcontractors, Lower-Tier Subcontractors and Suppliers in writing of those agreements the City wishes to accept.

#### **4.04 SUCCESSORS AND ASSIGNS**

A. Contractor shall constantly give its personal attention to the faithful prosecution of the Work. Contractor shall keep the Work under its personal control and shall not assign by power of attorney or other-

wise, nor subcontract the whole or any part thereof, except as herein provided.

B. All transactions with Subcontractors will be made through Contractor, and no Subcontractor shall relieve Contractor of any of its liabilities or obligations under the Contract.

C. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, Contractor shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with Administrative Code section 6.21(a)(9) and the Subletting and Subcontracting Fair Practices Act, Cal. Public Contract Code section 4100 et seq., at no added cost to the City.

D. The Contract shall not be assigned except upon the approval of the City in accordance with Administrative Code section 6.22(d).

### **ARTICLE 5 - CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS**

#### **5.01 CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

A. Should the Contract Documents indicate that construction work, or work of any other nature, be performed by other contractors or other forces within or adjacent to the limits of Work, or be underway at the time the Work was advertised for Bids, Contractor shall cooperate with all such contractors or forces to the end so as to avoid delay or hindrance to their work. The cost of such cooperation shall be considered as included in Contractor's Bid price and no direct or additional payment will be made therefor.

B. The City reserves the right to perform other or additional work within or adjacent to the limits of Work at any time during the Contract by the use of other forces or contractors. If the performance of such other or additional work not indicated in the Contract Documents or underway at the time of advertising for Bids materially increases Contractor's costs, then Contractor may submit a Change Order Request therefor in accordance with Paragraph 6.03.

C. If the City gives Contractor written notice to vacate a location so that other work may be performed by other forces or contractors at the location(s) where Contractor is already performing Work, Contractor shall promptly suspend Work at that location and clean up and demobilize its operations from the location to the extent necessary as determined by the City to allow the other forces or contractors to perform their work. Contractor shall provide the City Representative written notice when cleanup and demobiliza-

tion has been completed. The City Representative will issue to the other forces or contractors a notice to proceed with their work. After the date of said notice to proceed, Contractor shall allow proper and safe access to the Work at the subject location and shall schedule and coordinate its Work with the other contractors' work.

D. If Contractor requires access to a location where another contractor is performing work, Contractor shall request such access in writing from the City Representative. The City Representative will provide written notice to Contractor when the work of other forces or contractors at the subject location is completed, and upon receipt of such notification, Contractor shall have full access and shall commence or resume its operations in that location.

E. If Contractor believes it is entitled to a time extension caused by its obligations under subparagraphs 5.01C or 5.01D above, it shall comply with the notification requirements of Paragraph 7.02.

F. When it is necessary for Contractor and another contractor or utility owner to work in the same location at the Site, each party shall assume the following mutual responsibilities for the benefit of the other party at no additional cost to the City:

1. both parties shall execute identical agreements mutually indemnifying each other from any loss, damage, or injury that may be incurred as a result of the performance of work by the other while both are performing work in the same location;
2. both parties shall add the other party as an additional insured under their respective liability policies;
3. the party seeking to use portions of the construction Site of the other party to perform its work shall pay all direct costs incurred by the other party to accommodate its operations; and
4. if Contractor contends that delay or additional cost is involved because of such action by the City, Contractor shall make such Claim by the procedures as provided in Article 13.

G. The City shall not be a party to any of the agreements between multiple contractors and shall have no liability to any party with regard to the lack of coordination and cooperation or the inability of a party to execute specific work requirements. Contractor agrees to indemnify and hold the City harmless for all claims or losses that Contractor or the other contractors may incur as a result of their inability to successfully obtain work areas under the control of one of the parties.

## 5.02 COORDINATION

A. Contractor shall afford other contractors and the City reasonable opportunity for storage of materi-

als at the Site, shall ensure that the execution of the Work properly coordinates with work of such contractors, and shall cooperate with such other contractors to facilitate the progress of the Work in such a manner as the City may direct.

B. Notice of Conflicting Conditions: Where Contractor's Work is adjacent to or placed on top of that of another contractor, Contractor shall examine the adjacent work and substrate and report in writing to the City any visible defect or condition preventing the proper execution or increased cost of its Contract. If Contractor proceeds without giving notice, it shall be held to have accepted the work or material and the existing conditions, and shall be responsible for any defects in its own Work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

1. The foregoing does not apply to latent defects. Contractor shall report to the City latent defects in another contractor's work promptly upon discovery.

C. Contractor shall notify the City promptly in writing when another contractor working at the Site fails to coordinate its work with the Work of this Contract as directed.

D. Any difference or conflict that may arise between Contractor and the other contractors or City forces in regard to their work shall be adjusted as determined by the City.

E. If so directed by the City, Contractor shall prepare coordination drawings as necessary to satisfactorily coordinate and interface the Work of its Contract with the work of all other contracts thereby avoiding conflicts that may otherwise arise. If such coordination drawings are not required elsewhere in the Contract Documents, then Contractor may submit a Change Order Request as provided under Paragraph 6.03 for additional costs incurred by it in preparation of such coordination drawings.

F. At any time during the progress of the Work, the City may, by providing reasonable notice, require Contractor to attend any conference of any or all of contractors engaged in the Work.

G. If the City determines that Contractor is failing to coordinate its Work with the work of other contractors as directed, the City may upon 72 hour written notice:

1. withhold any payment otherwise owed under the Contract until Contractor complies with the City's directions; or
2. direct others to perform portions of the Contract and charge the cost of Work against the Contract Sum; or

3. terminate any and all portions of the Contract for Contractor's failure to perform in accordance with the Contract.

### **5.03 CLEAN UP RESPONSIBILITIES**

A. Contractor and other contractors shall each bear responsibility for maintaining their respective work areas on the premises and adjoining areas free of waste, rubbish, graffiti, debris, or excess materials and equipment at all times.

B. In the event of conflicts the City, after issuing 24 hour written notice to the contractors involved, will clean up the premises and deduct from the amount due Contractor under the Contract the cost of said clean up as the City determines equitable.

## **ARTICLE 6 - CLARIFICATIONS AND CHANGES IN THE WORK**

### **6.01 GENERALLY**

A. The City may, at any time between the Notice to Proceed and Final Completion and without notice to Contractor's surety, order additions, deletions, or revisions in the Work by Change Order, Unilateral Change Order, or Field Order. Contractor shall promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.

B. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time if Contractor performs work that is not required by the Contract Documents as amended, modified, or supplemented in writing.

C. The procedures set forth in this Article 6 are intended to ensure that when Clarifications and Changes in the Work are proposed, the Contractor provides the City with its best estimate of the costs and impacts associated with each Clarification and/or Change, so that the City may evaluate each potential Change and proceed on an informed basis. The City also intends that the Clarification and Change Order procedures (including the use of Unilateral Change Orders and Force Account) facilitate payment to the Contractor of additional, undisputed amounts.

D. Failure by the Contractor to comply with the procedures of this Article, including the failure to provide timely, sufficient information and/or documentation to the City at the time of any Clarification or Change Order Request, shall constitute a waiver of any subsequent claim by the Contractor arising out of such Clarification or Change Order.

### **6.02 REQUESTS FOR INFORMATION, CLARIFICATIONS AND FIELD ORDERS**

A. Should there appear to Contractor to be a discrepancy in the Contract Documents, should questions arise as to the meaning or intent of the Contract Documents, or should the City's comments on submittals returned to Contractor appear to Contractor to change the requirements or scope of the Contract Documents, Contractor shall submit a Request for Information ("RFI") to the City promptly in accordance with Division 01. Contractor shall coordinate and schedule its Work to provide the City sufficient time to issue a written reply to the RFI before proceeding with Work affected thereby.

B. The City shall issue a reply to the RFI within 10 working days of receipt of the same. The reply may include written Clarifications as deemed by the City to be necessary and consistent with the Contract Documents, or a Field Order requiring minor changes in the Work. If additional time is needed to issue the reply, the City will, within the 10 working-day reply period, notify the Contractor of the longer reply period.

C. Clarifications of the Contract Documents and Field Orders issued by the City shall be binding on Contractor and shall be promptly executed by Contractor. The City's right to clarify any element of the Contract Documents shall not be construed to entitle Contractor to a modification of the Contract Sum or a change in the Contract Time.

### **6.03 CHANGE ORDER REQUESTS (COR) AND PROPOSED CHANGE ORDERS (PCO)**

A. COR Initiation: Should the City's Clarification or other written directive or determination, in the opinion of Contractor, materially exceed or change the requirements of the Contract Documents, Contractor shall submit to the City a written Change Order Request (COR) within 5 working days of receipt of the Clarification or other written directive or determination. A COR shall reference the Clarification or other written directive or determination and the relevant Specification and Drawings. A COR shall also include a cost proposal and/or a time adjustment proposal, as a good faith estimate of any additional compensation or time associated with the affected Work, documented in accordance with subparagraphs 6.03E and 6.03F, below, and a narrative describing the scope of the COR including means and methods, sequence of Work, and other information necessary to fully understand the scope of the COR. The COR shall also include, as a minimum standard, quantity take offs and extensions identifying equipment and material against a specific Work task within the scope. Failure to submit a timely, fully documented COR shall constitute a waiver of any future claim for additional compensation or time relating to such Work.

B. COR Review: The City will review the COR. Within 10 working days after receipt of the COR and



all required supporting documentation, the City will issue a written determination accepting or rejecting the COR in whole or in part. If the City requires additional time to issue a determination, it will notify the Contractor of the same in writing, within the initial 10 working-day period. A final determination is any determination on a COR which states that it is final. If the City issues a final determination denying a COR in whole or in part, Contractor may contest the decision by filing a timely Notice of Potential Claim per Article 13 of these General Conditions. If the City does not issue a determination within the 10 working-day period, or such other period as set forth in a written notice, then the COR is deemed rejected, and the City's failure to issue a determination shall be treated as the issuance, on the last day of the applicable period, of a final decision denying the COR in its entirety.

C. PCO Initiation: The City may initiate a change in the Work by issuing a Proposed Change Order (PCO). A PCO will include a detailed description of the proposed additions, deletions or revisions with supplementary or revised Drawings and Specifications, and will request from Contractor a quotation of cost and time for completing the proposed changes. After the City issues a PCO, Contractor shall not submit a COR for the same Work addressed in the City's PCO.

D. PCO Quotation Time Period: Contractor shall submit a PCO cost proposal and PCO time adjustment proposal, if applicable, to the City within 10 working days after receipt of a PCO. If Contractor fails to submit a PCO cost proposal and/or PCO time adjustment proposal within the 10 working-day period, or if the price or time adjustment cannot be agreed upon, the City may either direct Contractor to proceed with the Work on a Force Account basis or a Unilateral Change Order instructing Contractor to proceed with the PCO Work based on the City's estimate of the cost and/or time adjustment.

E. COR and PCO Cost Proposal Requirements: The Cost Proposal shall include a complete itemized breakdown of labor, material, equipment, taxes, insurance, bonds, and markup for overhead and profit for both additions and deletions on a form supplied by the City. The same shall be required for Subcontractor and Lower-Tier Subcontractor cost proposals, which shall be furnished on the same form as required for Contractor.

1. At a minimum, Contractor shall provide the following documentation to the City in support of Contractor and Subcontractor cost proposals:

- a. material quantities and type of products;
- b. labor breakdown by trade classification, wage rates, and estimated hours;
- c. equipment breakdown by make, type, size, rental rates, and equipment hours; and

F. COR and PCO Time Adjustment Proposal Requirements: If Contractor asserts it is entitled to an adjustment in Contract Time due to the proposed change order work, whether by COR or PCO, Contractor shall provide the following documentation to the City in support of any Contractor and Subcontractor time adjustment proposals:

1. Contractor shall submit to the City a CPM time impact evaluation using sub-network or fragmentary network and including a written narrative and a schedule diagram or other written documentation acceptable to the City, showing the detailed work activities involved in a change that may affect the Critical Path and increase the Contract Time. The analysis shall also show the impact of the change on other Work and activities of the proposed schedule adjustment. This sub-network shall be tied to the complete and most current City-accepted progress schedule network, with appropriate logic so that a true analysis of critical path can be made.

2. Failure to comply with the requirements set forth in this subparagraph 6.03F shall constitute a waiver of any claim for delay, disruption, extended overhead and other associated costs or damages.

#### 6.04 CHANGE ORDERS

A. Execution of Change Orders; Modifications: When the City and Contractor agree on the total cost and time of a COR or PCO, the City will prepare for signatures of parties a Change Order to implement the changed Work. No oral instructions of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Change Orders that result in an increase to the amount certified by the Controller for the Project are subject to the Certification by Controller requirements of the City's Charter (see Article 3 of Section 00 52 00) and are effective upon incorporation into an approved Modification.

B. Release of Claims: The parties agree to make good faith efforts to settle all Change Orders full and final at the time of Change Order execution. Accordingly, City and Contractor acknowledge and agree that Change Orders shall contain the following provision, unless and only if the City determines that good cause exists to use different release language for a specific change order:

"The compensation (time and cost) set forth in this Change Order comprises the total compensation due to Contractor, all Subcontractors and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged Work. By executing this Change Order, Contractor acknowledges and agrees on behalf of itself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extend-

ed field and home overhead costs (if any), delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The execution of this Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of itself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

C. Change Orders issued under this Article or extensions of Contract Time made necessary by reason thereof shall not in any way release any guarantees or warranties given by Contractor under the provisions of the Contract Documents, nor shall they relieve or release Contractor's sureties of bonds executed under such provisions. The sureties, in executing such bonds, shall be deemed to have expressly agreed to any such Change Orders and to any extension of time made by reason thereof. Contractor shall be responsible for giving notice of any change affecting the Work, Contract Sum or Contract Times that is required to be given to its sureties by the provisions of any bond.

## **6.05 UNILATERAL CHANGE ORDERS**

A. General: When time does not allow for a Change Order to be negotiated, or when the City and Contractor are unable to agree on the cost or time required to complete the change in the Work, the City may issue a Unilateral Change Order instructing Contractor to proceed with a change in the Work based on the City's estimate of cost and time to perform the change in the Work. Upon receipt of a Unilateral Change Order, Contractor shall proceed with the ordered Work.

B. Protest: If time did not allow for Contractor to submit a complete Cost and/or Time Adjustment Proposal prior to the issuance of a Unilateral Change Order, and Contractor disagrees with any terms or conditions set forth in a Unilateral Change Order and wishes to protest the Unilateral Change Order, Contractor shall submit, within 5 working days of receipt of the Unilateral Change Order, a complete Change Order Request (COR) in accordance with the requirements of Paragraph 6.03 (including a complete Cost and/or time Adjustment Proposal, as applicable). If a COR is not timely submitted as required, Contractor waives all rights to additional compensation for said Work, and payment, which shall constitute full

compensation for Work included in the Unilateral Change Order, will be made as set forth in the Unilateral Change Order. The City will review the COR and issue a determination per Paragraph 6.03. If the City denies the COR in whole or in part, Contractor may contest the decision by filing a timely Notice of Potential Claim per subparagraph 6.056C, below. As a point of clarification, the protest procedures specified in this subparagraph do not apply to circumstances where Contractor submitted a complete Cost Proposal and/or Time Adjustment Proposal prior to the issuance of the Unilateral Change Order at issue, and the City subsequently issued a Unilateral Change Order because the parties were unable to timely agree on the cost and/or time to complete the change in the work. In such circumstances, if Contractor disagrees with any terms or conditions set forth in the Unilateral Change Order and wishes to pursue the dispute, Contractor must submit a timely Notice of Potential Claim per subparagraph 6.05(C), below (but does not have to submit a revised/new COR).

C. Claim Notification: Contractor waives all costs exceeding the City's estimate for the Unilateral Change Order Work unless Contractor submits a written Notice of Potential Claim in accordance with the requirements of Article 13. Said Notice shall be submitted no later than 10 working days after occurrence of one of the following potential claim events, whichever occurs first:

1. Contractor submits an invoice for completion of the Unilateral Change Order Work; or
2. upon Contractor's receipt of written notice from the City that the City considers the Unilateral Change Order Work completed.

## **6.06 COST OF CHANGE ORDER WORK**

A. For Change Order Work and Change Order Work proposal pricing, Contractor will be paid the sum of the direct costs for labor, materials and equipment used in performing the Work as determined by the procedures set forth in this subparagraph 6.06A.

1. Labor: Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Change Order Work. Working foremen will be considered a direct cost of the Change Order Work only if the individual is on Site physically installing the Work. The costs for all supervision, including general superintendents and foremen, will not be considered a direct cost and shall be included the markup defined in subparagraph 6.06B, below. The cost of labor, whether the employer is Contractor, a subcontractor, or other forces, will be the sum of the following:

- a. Actual Wages. The actual wages paid shall include any actual payments by the employer for its workers' health and welfare, pension, vacation, training, and similar purposes.

b. Labor Surcharge. To the actual wages, as defined above, will be added a labor surcharge as set forth in the version of the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates which is in effect on the date upon which the extra work is accomplished and which is incorporated by reference as though set forth in full. That labor surcharge shall constitute full compensation to Contractor for all of its costs for worker's compensation insurance, Social Security, Medicare, federal unemployment insurance, state unemployment insurance, and state training taxes. No other fixed labor burdens will be considered, unless approved in writing by the City.

c. Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workers.

2. Materials: The City will pay Contractor on Change Orders only for those materials furnished by Contractor and directly required for performing the Change Order Work. The cost of such material shall be the direct cost, including sales tax, to the purchaser, whether Contractor, Subcontractor or Lower-Tier Subcontractor, from the Supplier thereof and may include the cost of transportation, but delivery charges will not be allowed unless the delivery is specifically required for the Change Order Work. If a trade discount by an actual Supplier is available to Contractor, such discount shall be credited to the City notwithstanding the fact that such discount may not have been taken. If the materials are obtained from a Supplier or source owned wholly or in part by Contractor, payment thereof shall not exceed the current wholesale price for the materials as determined by the City. The term "trade discount" includes the concept of cash discounting.

3. Equipment: Payment for equipment costs on Change Orders will be made at the lesser of the rental rates listed for such equipment as specified in the current edition, at the time of the Change Order, of: (i) the Labor Surcharge & Equipment Rental Rate Book (including its supplement Miscellaneous Equipment Rental Rates) published by the California Department of Transportation and available for download at <http://www.dot.ca.gov/hq/construc/equipmnt.html>; or (ii) "Rental Rate Blue Book," published by EquipmentWatch, a unit of Penton Media, Inc., 181 Metro Drive, Suite 410, San Jose, California 95110, phone (800) 669-3282 (see [www.equipmentwatch.com](http://www.equipmentwatch.com) and click on the link "Rental Rate Blue Book" for information).

a. Such rental rates shall be adjusted as appropriate and will be used to compute payments for equipment, regardless of whether the equipment is under Contractor's control through direct ownership, leasing, renting, or other method of acquisition; provided, however, for equipment rented or leased in arm's length transactions with outside vendors, Contractor will be reimbursed at the actual rental or leased invoice rates when such rates are reasonably

in line with the applicable rates specified in the publications identified above as determined by the City. Arm's length rental or lease transactions are those in which the firm involved in the rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Contractor has the burden of proof to demonstrate that a rental or lease transaction was an arm's length transaction. Contractor shall submit copies of all rental or lease invoices, and other information as requested by the City, if any, as supporting documentation with each PCO cost proposal.

b. For equipment that is not listed in the publications identified above, payment for equipment costs or the City's assessment of the reasonableness of rates in arm's length rental or lease transactions will be based on the lowest quote obtained by the City from either Caltrans or EquipmentWatch. Contractor shall provide all necessary equipment ownership and other information as requested by the City so that the City may obtain a quote. Caltrans will quote rental rates at no cost to the City; however, EquipmentWatch charges for its quote service (a charge that will be paid by the City if the City seeks a quote from EquipmentWatch). Accordingly, if Caltrans provides a quote for a rental rate, then the City, at its sole discretion, may elect not to seek a quote from EquipmentWatch and will use only the Caltrans quote.

c. Daily, weekly, or monthly rates shall be used, whichever are lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for determination of applicable rental rates. If, however, equipment of unwarranted size or type and cost is used, the cost shall be calculated at the rental rate for equipment of proper size and type.

d. The actual time to be paid for equipment shall be the time the equipment is in productive operation on the Work under the Change Order. No payment will be made for time while equipment is inoperative due to breakdown or for non-work days. In addition, the rental time shall not include the time required to move the equipment to and from the Site. Loading and transportation costs will be paid, in lieu of rental time, only if the equipment does not move under its own power and is utilized solely for the Work of the Change Order. No mobilization or demobilization will be allowed for equipment already on the Site. Equipment that is idle, non-operating or in standby mode shall be reimbursed at the lesser of Caltrans' rates, as adjusted by Caltrans' Delay Factor, or EquipmentWatch's rates, as adjusted by its standby calculation, unless such equipment is rented or leased as provided above.

e. Individual pieces of equipment having a replacement value of \$1,000 or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools

and equipment are included as part of Contractor's markup for overhead and profit as defined in subparagraph 6.06B.

f. Payment to Contractor for the use of equipment as set forth herein shall constitute full compensation to Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to Contractor incidental to the use of the equipment.

B. Costs Included as Part of Markup for Overhead and Profit: To the total of the direct costs computed as provided in subparagraph 6.06A there will be added a markup for overhead and profit as specified in subparagraph 6.06C. The markup shall constitute full compensation for all direct and indirect overhead costs and profit which shall be deemed to include all items of expense not specifically listed in subparagraph 6.06A as direct costs. No separate allowance or itemization for overhead costs shall be allowed. The following is a list, not intended to be comprehensive, of the types of costs that are included in the markup for overhead and profit for all Change Orders including Force Account Work:

1. Field and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftspersons, schedulers, consultants, watchpersons, payroll clerks, administrative assistants, and secretaries.

2. All field and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service at the Site, long-distance telephone calls, fax machines, computers and software, internet and e-mail services, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1,000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to all regulatory requirements including compliance with safety regulations, safety programs and meetings, cartage, warranties, record documents, and all related maintenance costs.

3. Administrative functions including, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, scheduling, schedule updating and revising, expediting, surveying, engineering, drawing, detailing, revising shop drawings, preparing record drawings, carting, cleaning, protecting the Work, and other incidental Work related to the Change Order.

4. Bond and insurance costs.

5. All other costs and taxes required to be paid, but not included under direct costs as defined in subparagraph 6.06A.

C. Contractor's Markup for Overhead and Profit: The following maximum percentage markups shall be applied to the total direct costs for each direct cost category. These markups provide for all indirect and overhead costs and profit:

Changed/Extra Work –Direct Costs	Markup Percentage
Contractor direct labor	35%
Contractor direct materials	15%
Contractor direct equipment	15%
Subcontractor (of any tier) direct labor	35%
Subcontractor/Supplier (of any tier) direct materials	15%
Subcontractor/Supplier (of any tier) direct equipment	15%

1. For Work performed by a Subcontractor or Supplier, Contractor shall receive a maximum 10 percent markup on the Subcontractor's total cost (total cost includes Subcontractor's direct costs plus applicable markups specified above). Such additional 10 percent markup shall reimburse Contractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Subcontractor or Supplier.

2. For Work performed by a Lower-Tier Subcontractor or Supplier, Contractor and Subcontractor shall each receive a maximum 10 percent markup on the total cost of their respective Lower-Tier Subcontractors. Such additional 10 percent markup shall reimburse Contractor and Subcontractor for all additional indirect, administrative and overhead costs associated with Change Order Work performed by the Lower Subcontractor or Supplier.

3. In no case shall the sum of the individual markups specified in subparagraphs 6.06C(1) and 6.06C(2), above, exceed 25 percent, regardless of the number of Subcontractor tiers involved in performing the Change Order Work.

D. For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following: (i) Unit Prices stated in the Contract Documents; (ii) where Unit Prices are not applicable, a lump sum based upon the costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Paragraph 6.06, supported by a Cost Proposal as required by Paragraph 6.03. Neither Contractor nor the Subcontractor shall receive a markup on their respective Lower-Tier Subcontractors to administer the credit Change Order.

1. When both additions and credits are involved in any one Change Order, Contractor's markup shall be computed on the basis of its direct costs and

labor productivity for the net change in the quantity of the Work. For example, if a Change Order adds 14 units on one Drawing and deletes 5 units on another Drawing, the markup shall be based on the net addition of 9 units. No markup will be allowed if the deductive cost exceeds the additive cost.

2. If the City issues written notice of deletion of a portion of Work after the commencement of such Work or after Contractor has ordered acceptable materials for such Work which cannot be cancelled, or if part or all of such Work is not performed by Contractor because it is unnecessary due to actual Site conditions, payment will be made to Contractor for direct costs of such Work actually performed plus markup for overhead and profit as provided in subparagraph 6.06C.

3. Contractor shall not be compensated for costs incurred after receipt of the City's written notice deleting the portion of Work.

4. Materials ordered by Contractor prior to the City's issuance of a notice of deletion and paid for by the City shall become the property of the City, and the City will pay for the actual cost of any further handling of such material. If the material is returnable to the vendor, and if the City so directs, the material shall be returned and Contractor will be paid only for the actual charges made by the vendor for returning the material including restocking charges.

E. Costs Not Included in the Work: Contractor shall be solely responsible for determining which of its subcontractors receive Change Orders. No additional compensation will be provided Contractor for the cost of its subcontractors to review, post, coordinate, and perform related tasks to administer Change Orders which do not result in direct cost charges from such subcontractors. Such costs shall be considered normal business costs, which are contractually determined between Contractor and its subcontractors prior to Bid, and such costs shall be included in Contractor's Total Bid Price.

F. Records: Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Change Orders and the cost of original Contract Work. This requirement pertains to all types of Change Orders, as well as the additions, deletions, revisions, CORs, and Claims initiated by Contractor.

## **6.07 FORCE ACCOUNT WORK**

A. General: When additions, deletions, or revisions in the Work are to be paid for on a Force Account basis, all direct costs itemized in subparagraph 6.06A shall be subject to the approval of the City and compensation will be determined as set forth herein.

1. The City will direct Contractor to proceed with the Work on a Force Account basis, and the City will establish a "not to exceed" budget.

2. All requirements regarding direct costs and markup for overhead and profit provided in Paragraph 6.06B shall apply to Force Account Work. However, the City will pay only the actual necessary costs verified in the field by the City on a daily basis.

3. Contractor shall be responsible for all costs related to the documentation, data preparation, and administration of Force Account Work. Compensation for such costs shall be fully covered by the markup for overhead and profit markup as provided in subparagraph 6.06C.

B. Notification and Verification: Contractor shall notify the City in writing at least 24 hours in advance of its schedule before proceeding with the Force Account Work. All Force Account Work shall be witnessed, documented, and approved in writing by the City on the day that the Work is performed. Contractor will not be compensated for Force Account Work if Contractor fails to provide timely notice to the City before commencing the Force Account Work. In addition, Contractor shall notify the City when the cumulative costs incurred by Contractor for the Force Account Work equal 80 percent of the budget pre-established by the City. Contractor will not be compensated for Force Account Work exceeding the "not to exceed" budget amount if Contractor fails to provide the required notice before exceeding 80 percent of the Force Account budget.

C. Reports: Contractor shall diligently proceed with the approved Force Account Work and shall submit to the City no later than 12:00 p.m. of the day following performance of Force Account Work a daily Force Account Work report on a form obtained from the City. The report shall provide an itemized, detailed account of the daily Force Account labor, material, and equipment, including names of the individuals and the specific pieces of equipment identified by manufacturer's model type and serial number. Contractor's authorized representative shall complete and sign the report. Contractor will not be compensated for Force Account Work for which said timely report is not completed and submitted to the City.

D. Records: Contractor shall maintain detailed records of all Work done on a Force Account basis. Contractor shall provide a weekly Force Account summary indicating the status of each Force Account Work directive in terms of actual costs incurred as a percent of the budget for the respective Force Account Work directive and the estimated percentage completion of the Force Account Work.

E. Agreement: If Contractor and the City reach a negotiated, signed agreement on the cost of a Change Order while the Work is proceeding on a Force Account basis, Contractor's signed written reports shall be discontinued and all previously signed reports shall become invalid.

## 6.08 UNIT PRICE WORK

A. General: Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Sum will be deemed to include for all Unit Price Work an amount equal to the product of the established unit price Bid for each Item of Unit Price Work times the estimated quantity of each Item as indicated in the Schedule of Bid Prices. The estimated quantities of unit price Items are not guaranteed and are solely for the purpose of comparing Bids and determining an initial Contract Total Bid Price. Determination of the actual quantities and classifications of Unit Price Work will be made in accordance with Division 01, and the Contract Sum will be adjusted based on the actual quantities of Work performed.

1. Each unit price on the Schedule of Bid Prices shall include an amount considered by Contractor to cover Contractor's markup for overhead and profit as defined in Paragraph 6.06.

B. Quantity Increases: Should the total quantity of any Item of Unit Price Work performed exceed the estimated quantity indicated on the Schedule of Bid Prices by more than 25 percent, the Work in excess of 125 percent of such estimated quantity will be paid for by adjusting the unit price Bid therefor as follows:

1. The unit price will be adjusted by the difference between the unit price Bid for the Item and the actual unit cost, determined as follows, of the total quantity of Work performed under said Item. The actual unit cost will be determined based on the direct costs per unit less fixed costs, which will be deemed to have been recovered by Contractor with the payments made for 125 percent of the quantity indicated on the Schedule of Bid Prices, and markup for overhead and profit as provided in Paragraph 6.06.

2. When the compensation payable for the number of units of an Item of Unit Price Work performed in excess of 125 percent of the quantity as indicated on the Schedule of Bid Price is less than \$5,000 at the unit price Bid therefor, the City reserves the right to make no adjustment in said unit price if the City so elects, except that an adjustment will be made if Contractor submits a Change Order Request (COR) in accordance with the requirements of Paragraph 6.03.

3. At the City's option, payment for Unit Price Work in such excess will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08B.1 or 6.08B.2 above.

C. Quantity Decreases: Should the total quantity of any Item of Unit Price Work performed be less than 75 percent of the estimated quantity indicated on the Schedule of Bid Prices, an adjustment in compensation will not be made unless Contractor submits a COR in accordance with Paragraph 6.03. If Contractor

for so requests, the quantity of said Item performed will be paid for by adjusting the unit price Bid therefor as follows:

1. The unit price will be adjusted by the difference between the unit price Bid for the Item and the actual unit cost, determined based on the direct costs per unit, including fixed costs described under subparagraph 6.08B.1, and markup for overhead and profit as provided in Paragraph 6.06, of the total quantity of Work performed under said Item, provided however, that in no case shall the payment for such Work be less than that which would be made at the unit price Bid therefor.

2. The payment for the total pay quantity of such Item of Unit Price Work will in no case exceed the payment which would be made for the performance of 75 percent of the estimated quantity as indicated on the Schedule of Bid Prices at the unit price Bid therefor.

3. At the City's option, payment for the Work involved in such deficiency will be made on a Force Account basis as provided in Paragraph 6.07 in lieu of adjusting the unit price in accordance with subparagraphs 6.08C.1 and 6.08C.2 above.

## ARTICLE 7 - TIME

### 7.01 PROGRESS AND COMPLETION

A. Contractor shall commence the Work of the Contract within 5 days from the start date established in the Notice to Proceed issued by the City and shall diligently and continuously prosecute the Work to its completion.

B. No demolition, removal, or reconstruction Work at the Site shall be started until Contractor has presented evidence satisfactory to the City Representative that it can, upon commencement, prosecute the Work continuously and expeditiously, and a Notice to Proceed has been issued by the City for Work to start.

C. The continuous prosecution of the Work by Contractor shall be subject only to the delays defined in Paragraph 7.02. The start of Work shall include attendance at pre-construction conferences; joint survey and documentation of existing conditions, if required by the Contract Documents; preparation and submittal of shop drawings, equipment lists, schedule of values, progress schedule, submittal schedule, and requests for substitutions; and other similar activities.

D. The Work of this Contract shall be brought to Substantial Completion and Final Completion, as determined by the City, in the manner provided for in the Contract Documents within the limits of Contract Time set forth in Section 00 73 02, from and after the official start date established in the written Notice to Proceed.

1. Issuance of a Notice of Substantial Completion may not precede the issuance of a Temporary Certificate of Occupancy, if such Temporary Certificate of Occupancy is required by the authority having jurisdiction over the Work.

2. During the time between Substantial Completion and Final Completion, Contractor shall complete the punch list work, but Contractor shall not disrupt the City's beneficial occupancy of the Project or any public use of the Work.

3. Final Completion is a condition precedent to final payment. The City will issue final payment to Contractor acknowledging that the Project is complete and the Work is acceptable to the City.

4. The limits of Contract Time as specified in Section 00 73 02 shall not be affected by the acceptance of any of the Alternate Bid Items included in the Contract Documents provided that said Alternate Bid Items were incorporated into the Contract within the number of months after the date of the Order of Award of the Contract specified on Section 00 41 00.

5. The specified limits of Contract Time may be changed only by a Change Order. Claims for compensation because of adjustment of the limits of Contract Time shall be made in accordance with the requirements of Paragraph 13.03.

E. Contractor shall at all times keep on the premises sufficient material and employ sufficient supervision and workers to prosecute the Work at the rate necessary to reach completion of the Project within the specified limits of Contract Time required by the Contract Documents. Contractor shall not start the Work unless it has sufficient equipment and materials available for the Project to allow diligent and continuous prosecution of the Work.

F. Contractor shall be responsible to maintain its schedule so as not to delay the progress of the Project or the schedules of other contractors. Contractor is required by virtue of this Contract to cooperate in every way possible with other contractors in order to maintain its schedule and complete the Work within the specified limits of Contract Time. No additional compensation will be paid for such cooperation.

G. If, in the opinion of the City, Contractor has fallen behind schedule according to Contractor's most current and City-approved update of the progress schedule submitted as set forth in Paragraph 3.09, or if Contractor delays the progress of other contractors, and is not entitled to an extension of time as provided in these Contract Documents, Contractor shall take some or all of the steps as follows to improve its progress at no additional cost to the City and shall submit operational plans to the City to demonstrate the manner in which the desired rate of progress will be regained:

1. increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work;

2. increase, when permitted in writing by the City, the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment or any combination of the foregoing, sufficiently to substantially eliminate the backlog of Work;

3. reschedule activities to achieve maximum practical concurrence of accomplishment of activities;

4. expedite delivery of materials and equipment such as by airfreight;

5. accelerate the priority of manufacture, fabrication and shipment preparation of Work on order with the Supplier should such priority lists exist as a normal course of its business; and

6. any other means deemed appropriate by the City.

H. The City may direct Contractor to take steps enumerated in subparagraph 7.01G for the convenience of the City and if Contractor is not at fault. Should the City Representative direct Contractor to take measures previously described, the City will reimburse Contractor for reasonable costs of complying.

I. Should Contractor at any time during the progress of Work, refuse, neglect, or be unable for avoidable reasons to supply sufficient resources to prosecute the Work continuously and at the rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted progress schedule update, the City shall have the right to enter Default and terminate the Contract for cause as set forth in Paragraph 14.01.

## **7.02 DELAYS AND EXTENSIONS OF TIME**

A. Unavoidable Delays: Pursuant to section 6.22(h)(2)(C) of the San Francisco Administrative Code and for the purposes of the Contract Documents the term Unavoidable Delay shall mean an interruption of the Work beyond the control of Contractor that could not have been avoided by Contractor's exercising care, prudence, foresight, and diligence. Moreover, in accordance with the progress schedule requirements of Paragraph 3.09, Contractor shall demonstrate that the Unavoidable Delay actually extends the most current Contract Substantial Completion date. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor (i.e., Avoidable Delays).

1. Non-compensable Delay/Time Extension. Contractor will be entitled to a non-compensable time extension only for the following types of Unavoidable Delay: Acts of God (as used herein, includes only



earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves); acts of the public enemy; adverse weather conditions (in excess of the number of days specified in Paragraph 7.02C or the Supplementary Conditions); fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slow-downs; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the Work ordered by the City insofar as they necessarily require additional time in which to complete the Project; the prevention by the City of Contractor from commencing or prosecuting the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's Subcontractors and Suppliers of all tiers; the prevention of Contractor from commencing or prosecuting the Work because of failure of the City to furnish the necessary materials, when required by the Contract Documents and when requested by Contractor in the manner provided in the Contract Documents; and inability to procure or failure of public utility service.

a. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to the City.

b. In addition, Contractor shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the current, City-approved progress schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized as deemed by the City to limit or eliminate the effect of the labor dispute on the Work. To the extent Contractor fails to initiate appropriate measures, it is not entitled to an extension of Contract Time. In addition, any delay impact caused by said failure on the progress schedule will be considered a Contractor-caused delay under any and all applicable provisions of the Contract Documents.

2. Compensable Delay/Time Extension. Contractor shall be entitled to a compensable time extension for an Unavoidable Delay caused solely by

(i) the failure of the City to furnish necessary rights-of-way in accordance with the schedule set forth in the Contract Documents; (ii) failure by the City to deliver materials or equipment shown in the Contract Documents to be furnished by the City in accordance with the schedule specified in the Contract Documents where such failure is not the result of any default or misconduct of Contractor; (iii) the failure of the City to perform some other contract obligation where such failure is not the result of any default or misconduct of Contractor; (iv) the suspension of the Work by the City for its own convenience or benefit where such decision is not the result of any default or misconduct of Contractor; or (v) a materially differing site condition per Paragraph 3.03, provided such City-caused Unavoidable Delay is critical, extends the most current Contract Substantial Completion Date, and is not concurrent with a Contractor-caused delay (Avoidable Delay) or other type of Unavoidable Delay as previously defined (not caused by the City). If for any reason one or more of the conditions prescribed above is held legally unenforceable, the remaining conditions must be met as a condition to obtaining a compensable time extension. All other types of Unavoidable Delay shall not entitle Contractor to a compensable time extension. Refer to Paragraph 7.03 for more information regarding compensable delay.

3. Concurrent Delay. Contractor shall be entitled to a non-compensable time extension only in the event that a City-caused (otherwise compensable) delay is concurrent with either a Contractor-caused delay or a non-compensable Unavoidable Delay.

B. Avoidable Delays: The term Avoidable Delay shall include, but is not limited to, the following:

1. any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor or its Subcontractors or Suppliers of any tier; or

2. any delay in the prosecution of parts of the Work, which may in itself be Unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor delay the date of Substantial Completion based on the specified limits of Contract Time; or

3. any delay caused by the untimely review by Contractor of the Contract Drawings and Specifications pursuant to subparagraph 3.01C; or

4. any delay resulting from the City responding to Contractor-generated RFIs in accordance with subparagraph 6.02B; or

5. any delay arising from an interruption in the prosecution of the Work resulting from a reasonable interference from other contractors employed by the City, but does not delay the date of Substantial Completion based on the specified limit of Contract Time.

6. Contractor shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs or damages for delay, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess of extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of Avoidable Delay.

**C. Adverse Weather Delays:**

1. Adverse weather shall not be a prima facie reason for the granting of a non-compensable time extension, and Contractor shall make every effort to continue work under prevailing conditions. Such efforts by Contractor shall include, but are not limited to, providing temporary gravel roads; installing a rain dewatering system; protecting interior and exterior areas exposed to rain, wind, and extreme temperatures; and providing temporary heat where required for Work to proceed without delay.

2. The City may classify an adverse weather day as a non-compensable Unavoidable Delay, provided Contractor made efforts to work during adverse weather and to avoid the impacts of adverse weather to its schedule. If such an event occurs, and Contractor is prevented by adverse weather or conditions from proceeding with at least 75 percent of the scheduled labor, material and equipment resources for at least 5 hours per work day on activities shown as critical on the most current and City-approved progress schedule update, the delay will be classified as an Unavoidable Delay, and Contractor will be granted a non-compensable time extension.

3. Regardless of the type and severity of the adverse weather, Contractor shall be responsible for all costs of its efforts to mitigate the impacts of adverse weather to its schedule during the Contract Time.

4. Adverse weather shall mean rain, wind-storm, flood, or other natural phenomenon occurring at the Site which exceed the anticipated number of days of inclement weather as provided herein and which are proven by Contractor to be detrimental to the progress of the Work. Contractor shall plan the Work to allow for the following number of days of inclement weather during normal working hours:

<u>Month</u>	<u>Rain Days</u>	<u>Month</u>	<u>Rain Days</u>
January	3	July	0
February	3	August	0
March	3	September	0
April	1	October	1
May	0	November	3
June	0	December	3

a. Contractor's progress schedule shall incorporate prudent allowance for the anticipated number of days of inclement weather specified herein.

b. The Contract Time allowed for completion of Work specified in Contract Time and Liquidated Damages (Section 00 73 02) is predicated on the anticipated number of days of inclement weather specified herein.

c. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event has been exceeded.

d. In the event that there are months with less than the anticipated number of inclement weather days specified herein, the City reserves the right to transfer the unused inclement weather days to other months of the Contract Time for which Contractor has requested a time extension because of adverse weather.

e. In the event that there is a month with more than the anticipated number of inclement weather days specified herein, and Contractor has requested a time extension because of adverse weather, the City reserves the right to transfer unused inclement weather days from other months of the Contract Time to the month in question. Contractor shall not be entitled to receive a time extension related to weather until the anticipated number of days specified herein for the month of occurrence of the inclement weather event, plus any inclement weather days transferred by the City from other months of the Contract Time, has been exceeded.

**D. Notice of Delay:**

1. Pursuant to section 6.22(h)(2).(D) of the San Francisco Administrative Code, Contractor shall notify the City in writing promptly of all anticipated delays in the prosecution of the Work and, in any event, promptly upon the occurrence of a delay. The City may take steps to prevent the occurrence or continuance of the delay, and the City may determine to what extent Substantial Completion is delayed thereby.

2. Said notice shall constitute an application for an extension of time and payment for a compensable time extension, if applicable, only if the notice requests such time extension, specifies whether Contractor believes the time extension is compensable or non-compensable, sets forth Contractor's estimate of the additional time required together with a full recital of the causes of Unavoidable Delays relied upon, and meets all requirements for a Notice of Potential Claim as set forth in Article 13, including the requirement that such Notice be submitted to the City within 10 days of the event which the Contractor contends affected the performance of the Work.

3. The City's determination of whether an extension of time will be granted and whether the extension is compensable or non-compensable will be based on Contractor's demonstration to the City's satisfaction that such Unavoidable Delays will extend Contractor's current critical path on the current, City-approved updated progress schedule or require the formulation of a new extended critical path.

4. If Contractor does not submit a notice as set forth in subparagraph 7.02D.2, above, Contractor thereby admits the occurrence had no effect on the length of its duration of Work and no extension of time is necessary, and Contractor understands and agrees that no extension of time or adjustment of the Contract Sum will be granted by the City.

**E. Extensions of Time:**

1. In the event it is deemed necessary by the City to extend the time for completion of the Work to be performed under these Contract Documents beyond the specified limits of Contract Time specified in the Contract Documents, such extensions shall in no way release any guarantees or warranties given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provision.

2. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time.

3. The length of any extension of time shall be limited to the extent that the commencement, prosecution and completion of the Work are delayed by the event as determined by the City in accordance with section 6.22(h)(2)(D) of the San Francisco Administrative Code.

4. Adjustments to the Contract Sum for compensable time extensions shall be per Paragraph 7.03.

5. Extensions of time that cumulatively extend the Contract Time in excess of 10 percent of the original contract duration as specified in Section 00 73 02 shall be subject to the approval of the Mayor (or the Mayor's designee) or the Commission (or the Commission's designee), as appropriate.

6. In no event shall such extensions of time be granted subsequent to the date of Final Completion.

7. Granting of an extension of time because of Unavoidable Delays shall in no way operate as a waiver on the part of the City of the right to collect liquidated damages for other delays or to collect other damages or to pursue other rights and interests which the City is entitled.

8. Should Contractor, any subcontractor of any tier or any supplier of any tier seek an extension of time for the completion of the Work under the pro-

visions of this Paragraph 7.02, Contractor and its subcontractor or supplier shall submit justification for the extension of the time requested and otherwise comply with all provisions of these Contract Documents with respect to requests for extensions of time.

9. Neither this provision, nor any other provision of the Contract Documents, are intended by the parties to be contrary to any express provision of law. The parties specifically agree, acknowledge and warrant that neither this provision nor any other provision of the Contract Documents has for its object, directly or indirectly, the exemption of the City, the City Representative, the City's consultants, and their respective directors, officers, members, employees, and authorized representatives from responsibility of their own sole negligence, violation of law or other willful injury to the person or property of another.

**7.03 ADJUSTMENTS TO THE CONTRACT SUM FOR COMPENSABLE DELAY/COMPENSABLE TIME EXTENSION**

A. The Contract Sum will be adjusted for a compensable delay as specified in subparagraph 7.03C, below, if, and only if, Contractor demonstrates that it is entitled to a compensable time extension per subparagraph 7.02A.2 and timely complies with the Notice of Delay requirements of these General Conditions.

B. The provisions of this Paragraph 7.03 and subparagraph 7.02A.2 do not apply to Change Order Work paid under Paragraphs 6.06 (Cost of Change Order Work) or 6.08 (Unit Price Work), or to Force Account Work performed under Paragraph 6.07. Contractor's right to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess or extraordinary field and home office overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work shall be limited to the adjustment of the Contract Sum (including without limitation the mark-ups specified) as set forth in Paragraphs 6.06 or 6.08 of these General Conditions. Those Paragraphs include markups to cover field and home office overhead costs. Overhead claims in excess of the markups specified are not allowed for Change Order Work or Force Account Work.

1. The Contract Sum adjustment provisions set forth in Paragraphs 6.06 and 6.08 constitute the sole, exclusive and complete compensation that the City is obligated to pay Contractor for all costs, expenses and damages incurred by Contractor and its Subcontractors and Suppliers of all tiers associated with Change Order Work or Force Account Work.

2. If Contractor perform Change Order Work or Force Account Work during a compensable delay

period and seeks additional compensation for the compensable delay (i.e., above the markups specified in Paragraph 6.06), then the City will deduct the field and home office overhead costs paid under Paragraph 6.06 from the compensation owed under subparagraph 7.03C, below, for the same time period as follows. For field office overhead paid under Paragraph 6.06, the City will deduct 5-1/2 percent of the value of the added Work (added through Change Order or Force Account). For home office overhead paid under Paragraph 6.06, the City will deduct 5 percent of the value of added Work.

C. Field Office Overhead – Daily Rate: If Contractor meets the conditions for a compensable time extension specified in subparagraph 7.03A, above, then the City shall pay Contractor such amount as the City may find to be fair and reasonable compensation for such part of Contractor's actual loss that was unavoidable. Fair and reasonable compensation shall be calculated as follows:

1. Within the time and in the format specified by the City, Contractor shall submit a detailed listing of daily field office overhead cost components which are time related. The individual cost components shall represent costs which have been or will be incurred or increased as a sole or direct result of the compensable time extension. This listing may include without limitation onsite project management, supervision, engineering, and clerical salaries; onsite office utilities and rent; onsite company vehicles and their operating expenses; site maintenance, safety and security expenses.

2. The listing of the daily field office overhead cost components described above must be based on the Contractor's actual field office overhead costs. This listing must be submitted with the first Notice of Delay that includes a request for a compensable time extension. If Contractor's time-related daily field office overhead cost changes for subsequent compensable delays, then the Contractor shall submit a new overhead rate based on the Contractor's overhead costs at the time of the subsequent delay.

3. The daily field office overhead rate shall be multiplied by the number of days the Contract is to be extended. No markup for overhead costs and no profit allowance shall be allowed on the extended daily field office overhead cost.

4. The information submitted as required above shall be submitted in sufficient detail to allow review, and shall be prepared in accordance with generally accepted accounting principles. The City shall have the right to audit Contractor's costs under Paragraph 2.05 of these General Conditions if the City Representative considers the submitted costs to be excessive, questionable, or unsupported.

D. Absent extraordinary circumstances, extended home office overhead is not allowable. Extended home office overhead and its application to a com-

pensable time extension will not be allowed unless Contractor demonstrates to the satisfaction of the City that each and every of the following conditions apply to the delay period: (i) the delay was caused by the City and meets the conditions of Paragraph 7.02A.2; (ii) such City-caused delay was of an indefinite (unknown) duration; (iii) the City-caused delay suspended most, if not all, project Work; (iv) the City caused delay resulted in a substantial disruption or decrease in the income stream from the project; (v) during the City-caused delay, Contractor was required to remain ready to resume Contract Work immediately; and (vi) Contractor was unable to secure comparable replacement work during the impacted period to replace the reduced cash flow from this project. If Contractor believes that it may be entitled to extended home office overhead, it must notify the City through the Notice of Delay process specified in subparagraph 7.02D, above. Within the time and in the format specified by the City, Contractor shall submit detailed evidence of entitlement and the requested rate, including all supporting evidence from which the City may make a determination. Supporting evidence shall be prepared in accordance with generally accepted accounting principles, and the City shall have the right to audit Contractor's submittal under Paragraph 2.05 of these General Conditions. If the City determines that extended home office overhead is available, then the City shall have the discretion to determine the methodology for calculation of the rate.

## 7.04 LIQUIDATED DAMAGES

### A. Determination of Damages:

1. The actual fact of the occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified limits of Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

2. Damages which the City would suffer in the event of delay include, but are not limited to, costs of renting equivalent space, expenses of prolonged employment of an architectural, engineering and construction management staff comprised of both City Representatives and consultants; costs of administration, inspection and supervision; and the loss suffered by the public within the City and County of San Francisco by reasons of the delay in the construction of the Project to serve the public at the earliest possible time.

B. Agreed Amount of Damages: It is understood and agreed by Contractor and City that if all the Work specified or indicated in the Contract Documents is not completed within the specified limits of Contract Time, or within such time limits as extended in accordance with Paragraph 7.02, actual damages will

be sustained by the City in the event of and by reason of such delay.

1. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Section 00 73 02 for Substantial Completion, as such date may be modified in accordance with the Contract Documents.

2. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day of delay beyond the number of days specified in Section 00 73 02 for completing the punch list of remedial Work and achieving Final Completion, as such date may be modified in accordance with the Contract Documents.

3. Contractor and City agree that the amount of liquidated damages set forth in Section 00 73 02 represents the Parties' reasonable estimate of the approximate damages which the City will sustain for each and every day (or other measure) of delay beyond the number of days (or other measure) specified in Section 00 73 02 for completing the specified critical, independent milestone Work (e.g., shutdown Work), if any, as such date may be modified in accordance with the Contract Documents.

4. It is therefore agreed that Contractor shall pay such amount of liquidated damages as specified in Section 00 73 02, and in case such amount is not paid, Contractor agrees that the City may deduct the amount therefor from any money due or that may become due Contractor under the Contract.

#### C. Payment of Damages:

1. Should Contractor become liable for liquidated damages, the City, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments as provided in Paragraph 9.06 which would otherwise be due or become due Contractor until the liability of Contractor has finally been determined.

2. The City shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the City for all liquidated damages due or to become due to the City. Any remaining balance of such retained percentages shall be paid to Contractor only after discharge in full of all liability incurred by Contractor.

3. If the retained percentage is not sufficient to discharge all such liabilities of Contractor, Contractor and its sureties shall continue to remain liable to the City until all such liabilities are satisfied in full.

4. Should the retention of moneys due or to become due to Contractor be insufficient to cover

such damages, Contractor shall pay forthwith the remainder to the City.

## ARTICLE 8 - INSPECTION AND CORRECTION OF WORK

### 8.01 UNCOVERING OF WORK

A. No Work or portion of Work shall be covered until inspected by the City or other public authorities having jurisdiction as required by the Contract Documents.

B. If any part of the Work is covered contrary to the request or direction of the City Representative or other public authority having jurisdiction, or contrary to the requirements of the Contract Documents, Contractor must, upon written request, uncover it for inspection by the City or other public authorities having jurisdiction and subsequently cover the Work in accordance with the requirements of the Contract Documents without adjustment to the Contract Time or Contract Sum. The provisions and obligations set forth in this subparagraph shall apply even if the City or other public authorities having jurisdiction ultimately determine (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

C. Should the City or other public authorities having jurisdiction wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with subparagraph 8.01A, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the City or other public authorities having jurisdiction did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the City or other public authorities having jurisdiction determine that the Work uncovered conforms to the requirements of the Contract Documents, then the City will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the City or other public authority having jurisdiction determine that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

### 8.02 TESTS AND INSPECTIONS

A. All testing and inspection of the Work required by the Contract Documents (other than special in-

spections as set forth in subparagraph 8.02B below) shall be arranged and paid for by Contractor through an independent testing laboratory, unless specifically indicated in the Contract Documents to be the responsibility of the City or other authority having jurisdiction.

B. Special inspections to be performed by the City as specified in the Contract Documents or as required to comply with the Code or other agency having jurisdiction shall be performed at the City's expense. Contractor shall give the City Representative, the City's independent testing laboratory, special inspectors, and representatives from other authorities having jurisdiction a minimum of 10 working days notice, excluding weekends and City holidays, of when and where such special inspections are required so the City may arrange for the appropriate City representatives and inspectors, and representatives from other public authorities having jurisdiction, to be present to perform the necessary inspections or tests.

1. The City reserves the right to modify the scope of, or to reassign, any of the testing and inspection services specified in the various sections of the Contract Documents to be performed by a testing agency or consultant retained by the City in connection with the Work.

C. If the City or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in subparagraph 8.02A, the City will order the performance of such services by qualified independent testing agencies, or consultants as may reasonably be required. The City shall bear such costs except as otherwise provided in subparagraph 8.02D.

D. If such testing, inspection or approval reveal failure of the portion of the Work to comply with requirements of the Contract Documents, Contractor shall bear all costs made necessary by such failure including costs of repeated procedures and compensation for the City's additional testing and inspection services and expenses.

1. If the City's observation of any inspection or testing undertaken pursuant to this Paragraph 8.02 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply: (i) with the requirements of the Contract Documents or (ii) with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction with respect to the performance of the Work, then the City will have the authority to order inspection and testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as it may consider necessary or advisable.

2. Contractor shall bear all costs thereof, including reimbursement to the City for the City's additional testing and inspection services if any are required, made necessary thereby. However, neither

the City's authority to act under Paragraph 8.02 nor any decision made by the City Representative in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the City to Contractor, any subcontractor, or any of their agents or employees, or any other person performing any of the Work.

E. Neither observation by the City nor inspections, tests, or approvals by the City's inspectors or testing agencies and consultants, or by other public authorities having jurisdiction, shall relieve Contractor from Contractor's obligation to perform and provide quality control services to assure that the Work conforms to the requirements of the Contract Documents.

F. Failure or neglect on the part of the City or any of its authorized agents or representatives to condemn or reject Non-conforming Work or defective materials shall not be construed:

1. to imply acceptance of such Non-conforming Work or materials; or

2. as barring the City at any subsequent time from the recovery of money needed to build anew all portions of such Non-conforming Work; or

3. to relieve Contractor from the responsibility of correcting Non-conforming Work or materials.

G. Unless otherwise required by the Contract Documents, required certificates of testing, inspection or approval shall be secured by Contractor and furnished to the City in accordance with the Specifications.

H. Contractor shall provide promptly all facilities, labor, equipment, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the City. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.

1. The City reserves the right to charge to Contractor any additional cost of inspection, including travel, transportation, lodging, etc., or test when the Work, material or workmanship is not ready for testing or inspection at the specified time.

### **8.03 CORRECTION OF NON-CONFORMING WORK AND GUARANTEE TO REPAIR PERIOD**

A. Contractor shall (i) correct Non-conforming Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (ii) replace, repair, or restore to the City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Non-conforming Work or correction of Non-conforming Work. Contractor shall promptly commence such correction, replacement, repair, or

restoration upon notice from the City Representative, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all damages resulting from such Non-conforming Work, including without limitation additional testing, inspection, and compensation for City Representative's services and expenses (including the City's expenses at the labor rates included in the contracts between the City and the City's testing and inspection services).

B. The term "Guarantee to Repair Period" means a period of one (1) year, unless a longer period of time is specified in the General Requirements or other Contract Documents or prescribed by applicable laws and regulations, commencing as follows:

1. For any Work not described as incomplete in the Punch List / Final Completion, on the date of Substantial Completion.
2. For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion per Paragraph 9.07 (Partial Utilization), as established in a Notice of Partial Utilization.
3. For all Work other than B.1 and B.2, above, from the date of Final Completion.

C. The requirement to correct Non-conforming Work shall continue until one year after the date of correction of repaired or replaced items, or such longer period as may be specified in the Contract Documents or mutually agreed to by Contractor and City.

D. If Contractor fails to commence correction of Non-conforming Work or fails to diligently prosecute such correction within 10 working days of the date of written notification from the City, the City may correct the Non-conforming Work in accordance with Paragraph 2.04 or may remove it and store the salvageable materials or equipment at Contractor's expense. If Contractor does not pay the costs of such removal and storage within 5 working days after written notice, the City may sell, auction, or discard such materials and equipment. The City will credit Contractor's account for the excess proceeds of such sale, if any. The City will deduct from Contractor's account the costs of damages to the Work, rectifying the Non-conforming Work, removing and storing such salvageable materials and equipment, and discarding the materials and equipment, if any. If the proceeds fail to cover said costs and damages, the Contract Sum shall be reduced by the deficit. If the current Contract unpaid balance and retention is insufficient to cover such amount, Contractor shall reimburse the City.

E. If immediate correction of Non-conforming Work is required for life safety or the protection of property and is performed by City or a separate contractor, Contractor shall pay to the City all reasonable

costs of correcting such Non-conforming Work. Contractor shall replace, repair, or restore to City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such Non-conforming Work or the correction of such Non-conforming Work.

F. This requirement to correct Non-conforming Work and all similar requirements applicable to equipment of subcontractors of any tier or suppliers used in or as a part of the Work (whether on equipment of the nature above specified or otherwise) shall inure to the benefit of the City without necessity of separate transfer or assignment thereof.

G. Contractor's obligations under this Paragraph 8.03 are in addition to and not in limitation of its warranty obligations under Paragraph 3.17 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Non-conforming Work. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of correction periods for Non-conforming Work relate only to the specific obligations of Contractor to correct the Work and in no way limits either Contractor's liability for Non-conforming Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

#### **8.04 ACCEPTANCE OF NON-CONFORMING WORK**

A. If, in the sole and unfettered judgment of the City, it is undesirable or impractical to repair or replace any Non-conforming Work, the City may accept such Non-conforming Work in exchange for a reduction in the Contract Sum by such amount as the City or its authorized representatives deem equitable, or Contractor shall rebate moneys previously paid by the City.

### **ARTICLE 9 - PAYMENTS AND COMPLETION**

#### **9.01 CONTRACT SUM**

A. Payment to Contractor at the Contract Sum shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the Work; for performing and completing all Work in accordance with the requirements of the Contract Documents; and for all expenses incurred by Contractor for any purpose incidental to performing and completing the Work.



B. Whenever the Contract Documents specify that Contractor is to perform Work or furnish materials of any class for which no price is fixed in the Contract, it shall be understood that such Work is to be performed or such materials furnished without extra charge, allowance or direct payment of any sort, and that the cost of performing such Work or furnishing such materials is included in Contractor's Total Bid Price.

## **9.02 SCHEDULE OF VALUES FOR LUMP SUM WORK**

A. Within 30 days after receipt of the Notice to Proceed, or as otherwise specified in Division 01, Contractor shall submit a detailed cost breakdown of each of the lump sum Items in the Schedule of Bid Prices, including Alternate Bid Items selected by the City, coordinated with the progress schedule. This breakdown shall be referred to as the schedule of values and shall serve as the basis for progress payments for lump sum Items. No progress payments will be made on account of lump sum Items until the City has reviewed and accepted Contractor's schedule of values.

1. The specific format, detail and submittal requirements for the schedule of values shall be as specified in Division 01 or as directed by the City to facilitate and clarify progress payments to Contractor for completed Work.

2. The sum of the individual costs listed in the schedule of values for each lump sum Item shall equal the lump sum price Bid therefor under the Bid Item named in Section 00 41 00.

3. Unless otherwise provided in the Contract Documents, Contractor's overhead, profit, insurance, bonds, and other similar costs, shall be prorated through all Items so that the sum of the cost for all Items shall equal Contractor's Total Bid Price.

B. The City will review and return Contractor's schedule of values with comments. Contractor shall make all corrections requested by the City and resubmit for approval.

1. The City shall be the sole judge of the sufficiency in detail and proper proportioning of Contractor's schedule of values.

2. Contractor's schedule of values will be acceptable to the City as to form and substance if it provides a reasonable allocation of Contractor's Bid amount to component parts of the Work.

C. Upon concurrence by the City, a written formal approval of Contractor's schedule of values will be issued. If the City later determines that the schedule of values is insufficient or incorrect, an adjustment shall be made as specified in subparagraph 9.02B.

## **9.03 PROGRESS PAYMENTS**

A. Subject to the conditions set forth in these General Conditions, and to the authorization of the City or the authorized representatives of the City, payment shall be made upon demand of Contractor and pursuant to the Contract Documents as follows.

B. On the 25th day of each month, Contractor shall submit to the City for review an Application for Payment, on a form approved by the City and signed by Contractor, covering the Work completed by Contractor as of the date of the Application and accompanied by such supporting documentation as specified in Division 01.

1. The monthly value of lump sum Work shall be estimated by Contractor pursuant to the schedule of values prepared in accordance with Paragraph 9.02. Contractor's estimates need not be based on strict measurements but shall consist of good-faith approximations and shall be proportional to the total amount, considering payments previously made, that becomes due for such Work satisfactorily completed in accordance with the requirements of the Contract Documents.

2. Progress payments on account of Unit Price Work shall be based on the number of units of Work satisfactorily completed as determined by the City and the unit prices Bid by Contractor, adjusted as specified in Paragraph 6.08 for the actual quantities of Work performed.

3. Progress payments on account of allowances named in Section 00 41 00 shall be made for such sums as may be acceptable to the City. Prior to final payment, an appropriate Change Order will be issued as directed by the City Representative to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Sum will be adjusted accordingly.

C. The Application for Payment shall identify the amount of Contractor's total earnings to date.

D. Monthly progress payment amounts to Contractor shall be based upon completed Work or percentages of Work completed prior to the end of the payment period. Except as provided in subparagraph 9.10, no allowance will be made for materials or equipment not incorporated into the Work.

E. Monthly Applications for Payment shall be based on information developed at monthly progress meetings and shall be prepared by Contractor as specified in Division 01. Submission of approved monthly progress schedule updates for same period as the Application for Payment shall be a condition precedent to making progress payment Applications. No partial progress payment shall be made to Contractor until all cost information requested by the City is submitted and reviewed.

F. In addition to other requirements specified in Division 1, consistent with Executive Directive 12-01, Contractor shall include its Subcontractors' acceptable invoices with the Monthly Application for Payment that it submits no later than 30 days after receipt of such invoices from its Subcontractors.

G. As soon as practical after estimating the progress of the Work, the City will pay to Contractor in a manner provided by law an amount based upon Contract prices, of labor and materials incorporated in the Work at the Site until midnight of the 25th day of the current month, less the aggregate of the amount of previous payments. Payments, however, may be withheld at any time that the Work, in the City's estimation, is not proceeding in accordance with the Contract, or as otherwise provided in Paragraph 9.06.

1. The City shall endeavor to make progress payments for undisputed amounts within 15 business days, but no later than 45 business days, of receiving a payment request and the required documentation including, without limitation, certified payrolls, and Contract Monitoring Division program participation forms. In no event shall the City become liable for interest or other charges for late payment except as set forth in San Francisco Administrative Code section 6.22(j)(7).

H. No inaccuracy or error in said monthly estimates shall operate to release Contractor or its sureties from damages arising from such Work or from the enforcement of each and every provision of the Contract Documents, and the City shall have the right to correct any error made in any estimate for payment.

I. In accordance with the provisions of section 22300 of the California Public Contract Code, Contractor will be permitted to substitute securities for any moneys withheld by the City to ensure performance under the Contract under the following conditions:

1. At the request and expense of Contractor, securities listed in section 16430 of the California Government Code, bank or savings and loan certificate of deposits, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the City and Contractor which are equivalent to the amount withheld under the retention provisions of the Contract Documents shall be deposited with the City Controller who shall then pay such moneys to Contractor. Upon satisfactory completion of the Project and all Work under the Contract, the securities shall be returned to Contractor.

2. Contractor shall be the beneficial owner of the securities substituted for moneys withheld and shall receive any interest thereon.

3. Contractor shall enter into an escrow agreement with the City Controller according to Section 00 63 30, Escrow Agreement for Security Deposits in Lieu of Retention, specifying the amount of

securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of the Contract.

J. The granting of any progress payment, or the receipt thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way lessen the liability of Contractor to replace unsatisfactory Work or material, though the unsatisfactory character of such Work or material may not have been apparent or detected at the time such payment was made.

K. It is mutually understood and agreed that the City may withhold from any payment otherwise due Contractor such amounts as may be necessary to protect the City to ensure completion of the Project pursuant to the requirements of this Contract. The failure or refusal of the City to withhold any moneys from Contractor shall in no way impair the obligations of any surety or sureties under any bonds furnished under this Contract.

1. If any payment or portion of payment is withheld by the City, Contractor will be notified in writing of the cause(s) of such action.

L. Only Change Orders and undisputed portions of Unilateral Change Orders completely approved and executed by the City shall be included on the payment authorization, and only that portion of the Change Order Work actually performed shall be submitted for payment. Contractor shall submit a breakdown for each Change Order by Change Order number on its Application for Payment.

M. Submission of Electronic Certified Payrolls. No monthly progress payments will be processed until Contractor has submitted weekly certified payrolls to the City for the applicable time period. Certified payrolls shall be prepared pursuant to Section 1770 et seq. of the California Labor Code for the period involved for all employees and owner-operators, including those of Subcontractors and Suppliers of all tiers, for all labor and materials incorporated into the Work.

N. No monthly progress payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.

O. Effective January 1, 2016, no monthly progress payments will be processed until Contractor has also submitted weekly certified payrolls to the California Department of Industrial Relations (in addition to the City) for the applicable time period.

1. Contractor shall submit certified payrolls to the City electronically via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. The Contractor and each Subcontractor

tor and Supplier will be assigned a log-on identification and password to access the PRS.

2. Contractor shall submit certified payrolls to the California Department of Industrial Relations in the manner specified by the DIR.

3. Use of the PRS may require Contractor, Subcontractors and Suppliers to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software.

4. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors and Suppliers and/or their designated representatives must attend the PRS training session.

5. Contractor shall comply with the requirements of subparagraphs 9.03M, N and O at no additional cost to the City.

6. The City will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Contractor's failure to make a timely and accurate submittal of certified payrolls.

P. Contractor Prompt Payment. Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.22(q) of the Administrative Code, Contractor shall pay its Subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the Subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a Subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.22(q), then Contractor shall pay to the Subcontractor directly the penalty specified in Section 6.22(q).

#### **9.04 RETENTION**

A. As required by and in conformance with the procedures set forth in section 6.22(j) of the Administrative Code, the City shall hold five (5) percent in retention from each progress payment.

B. When the City determines that the Work is 98 percent or more complete, the City may reduce retention funds to an amount equal to 200 percent of the estimated value of work yet to be completed, plus any amounts necessary to cover offsets by the City for liquidated damages, defective Work, stop notices, forfeitures, and other charges.

C. The City shall release the balance of retention only upon the following conditions: (i) the Contractor has reached Final Completion as provided in Paragraph 9.09, below, and (ii) the Contract is free of offsets by the City for liquidated damages and defective work and is free of stop notices, forfeitures, and other charges.

D. The Contractor may apply for early release of retention for Work performed by (1) any subcontractor certified by the City as an LBE or (2) any subcontractor under a Contract with a construction duration of more than two years. The Contractor shall make such application in writing and shall certify the following:

1. That the Work by the subcontractor is completed and satisfactory in accordance with the Contract Documents;

2. The total amount paid to the subcontractor by Contractor as of the date of the written request; and

3. The amount of retention associated with the Work performed by the subcontractor.

4. Contractor acknowledges and agrees that the release of retention under this subparagraph shall not reduce the responsibilities or liabilities of the Contractor or its surety(ies) under the Contract or applicable law.

#### **9.05 PAYMENT AUTHORIZATION**

A. The City will, after receipt of Contractor's Application for Payment, approve such amount as the City determines is properly due.

B. Payment will be issued by the City based on the City's determination that the Work has progressed satisfactorily to the point stated in the application for payment. Payment will not be a representation that the City has:

1. inspected the Work exhaustively to check that the quality or quantity are in conformance to the requirements of the Contract Documents; or

2. reviewed Contractor's means, methods, techniques, sequences or procedures of construction; or

3. ascertained how or for what purpose Contractor has used money paid, or determined that title to any of the Work, materials, or equipment has passed to the City free and clear of any liens.

#### **9.06 WITHHOLDING PAYMENT**

A. The City may decide not to authorize payment, in whole or in part, to the extent reasonably necessary to protect itself, up to a maximum of 125% of the estimated cost, as determined by the City, to cure or otherwise correct or account for Contractor's failure,

if, in the City's judgment, the determination required by subparagraph 9.05B cannot be made. If the City does not authorize payment in the amount of the application, the City will notify Contractor of the reasons for withholding payment. The City may also decline to authorize payment based on subsequently discovered evidence, and the City may nullify the whole or a part of a payment previously issued, up to a maximum of 125% of the estimated cost, as determined by the City, to cure or otherwise correct or account for Contractor's failure, for one or more of the following reasons:

1. The City determines the existence of Non-conforming Work or completed Work that has been damaged, requiring correction or replacement.
2. Third party claims have been filed, or there is reasonable evidence indicating probable filing of such claims.
3. The City determines that the Work cannot be completed for the unpaid balance of the Contract Sum.
4. The Contract Sum has been reduced by Change Orders.
5. Damage has occurred to the City or another contractor.
6. The City determines that the Work will not be completed within the Contract Time and that the current unpaid balance and retention will not be adequate to cover actual or liquidated damages for the anticipated delay.
7. The City determines that Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, any of the causes enumerated under subparagraph 14.01A).
8. The City determines that Contractor fails to submit timely PCO cost proposal breakdowns in accordance with the Contract Documents.
9. The City determines that Contractor fails to comply with any other requirements of the Contract Documents.

## **9.07 PARTIAL UTILIZATION**

A. Whenever the Work, or any part thereof, is in a condition suitable for use in the opinion of the City, and the best interest of the City requires such use, the City may make a written request for Contractor to permit the City to take possession of and use the Work, or a part thereof, at no additional cost to the City. When so used, maintenance and repair due to ordinary wear and tear caused by the City will be made at the City's expense. The use by the City of the Work or part thereof shall in no case be construed as constituting completion or acceptance of Non-conforming Work. Unless otherwise provided elsewhere in the Contract Documents, such use shall

neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the City of any of the conditions thereof.

B. Such Partial Utilization may commence at any time as determined by the City, except that the insurers providing property insurance shall have acknowledged notice thereof and in writing effected any changes in insurance coverage necessitated thereby.

C. If, in response to the City's written request(s) to take possession of and use part of the Work, Contractor believes that a specified part of the Work is Substantially Complete and ready for Partial Utilization, Contractor shall notify the City in writing and request a joint inspection of that part of the Work per the procedures described in Paragraph 9.08. When the City determines that the Work is ready for Partial Utilization, the City will issue a Notice of Partial Utilization, which shall establish the Partial Utilization date. The City will also issue a Punch List for the Work identifying deficient items to be corrected by Contractor prior to Final Completion.

D. Partial utilization of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

E. Contractor shall perform final cleaning of such partially utilized Work as specified in the Division 01 when directed to do so by the City.

F. The Guarantee to Repair Period, as defined in Paragraph 8.03, will commence upon the date specified in the Notice of Partial Utilization except that the Guarantee to Repair Periods for that part of equipment or systems that serve portions of the Work for which the City has not taken Partial Utilization or issued a Notice of Partial Utilization shall not commence until the City has taken Partial Utilization for that portion of the Work or has issued a Notice of Substantial Completion for the entire project.

G. Except as provided in this Paragraph 9.07, there shall be no additional cost to the City due to Partial Utilization.

## **9.08 SUBSTANTIAL COMPLETION**

A. Contractor shall notify the City in writing when Contractor considers that the Work is Substantially Complete and request that the City inspect the Work and prepare a Notice of Substantial Completion. Attached to Contractor's request for a Substantial Completion inspection shall be a preliminary list of items to be completed or corrected before Final Completion.

B. Within 14 working days from receipt of Contractor's written notification, the City will make an inspection to determine whether the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will provide Contractor with a Punch List / Substantial Completion that

lists all Items that shall be corrected or completed before the City considers the Work Substantially Complete.

C. Once Contractor has completed all items on the Punch List / Substantial Completion, Contractor shall request a second inspection by the City to verify that the Work is Substantially Complete. If the City determines that the Work is not Substantially Complete, the City will follow the same procedure as for the first inspection as described in subparagraph 9.08B. Contractor shall reimburse the City for costs incurred by the City and its consultants related to all additional inspections necessary to achieve Substantial Completion.

D. As a condition precedent to Substantial Completion, Contractor shall obtain a temporary certificate of occupancy from the City's Department of Building Inspection or other equivalent agency having jurisdiction over the Work in the event that such temporary occupancy permit or equivalent permit is necessary for the City to utilize the Work for the purposes for which it is intended.

E. When the City determines that the Work is Substantially Complete, the City will issue a Notice of Substantial Completion, which shall establish the Substantial Completion date.

F. At the time of delivery of the Notice of Substantial Completion, the City will deliver to Contractor (i) a Punch List / Final Completion identifying deficient items to be corrected by Contractor prior to Final Completion; and (ii) a written determination as to the division of responsibilities regarding close-out requirements including, but not limited to, security, operation, safety, maintenance, heat, utilities, insurance and warranties.

## **9.09 FINAL COMPLETION AND FINAL PAYMENT**

A. When Contractor considers all Work complete, including all items of Work on the Punch List / Final Completion and all closeout requirements, Contractor shall notify the City in writing and request that the City issue a certificate of acceptance.

B. Within 5 working days of receipt of Contractor's written notice, the City will verify whether all Punch List / Final Completion items are completed. If the City finds that any of the Punch List / Final Completion items are not complete, the City will notify Contractor in writing. Contractor shall promptly take actions necessary to complete such Punch List / Final Completion items.

C. Once Contractor considers all deficient Punch List / Final Completion items complete, Contractor shall notify the City in writing and request a second inspection. If the City finds the Punch List / Final Completion items are still not complete, Contractor shall be responsible for all costs for conducting such

additional inspections incurred by the City and its consultants before Final Completion. The cost of such inspections shall not be considered a delay cost and shall be charged in addition to any liquidated damages which may become due as a result of Contractor's failure to achieve Final Completion within the time prescribed in Section 00 73 02. All such costs of the City and its consultants shall be deducted from amounts which are due or become due to Contractor.

D. While deficient Punch List / Final Completion Work is outstanding, the City may, at its option, pay Contractor any earned Contract funds, including retention, subject to offset for the following: (i) funds subject to a certification of forfeiture by the Office of Labor Standards Enforcement and/or stop notice claims and/or funds to be withheld as otherwise required by law or court order; (ii) an amount not to exceed 200 percent of the total estimated cost of labor and materials to correct any Non-conforming, unacceptable, or incomplete Work; and (iii) amounts assessed for liquidated damages.

E. After Contractor has completed to the satisfaction of the City all Punch List / Final Completion items and close-out requirements in accordance with the Contract Documents, the City will issue a written certificate of acceptance as required by section 6.22(k) of the San Francisco Administrative Code stating that the Work is acceptable, and Contractor may submit the final application for payment.

F. Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the City, execute and deliver at the time of final payment, as a condition precedent to final payment, a release in the form specified in Division 01 and containing such exemptions as may be found appropriate by the City, discharging the City and the City's consultants, and their directors, officers, members, employees, agents and authorized representatives of all liabilities, obligations and Claims arising under this Contract.

## **9.10 PAYMENT FOR UNDELIVERED LONG LEAD ITEMS; PAYMENT FOR ITEMS DELIVERED AND STORED ON OR OFF THE SITE**

A. Long Lead Items Not Delivered to Contractor. In general, the City will not make payments for undelivered equipment or materials. Notwithstanding that general rule, the Contract Documents may, in limited circumstances, authorize partial payment for undelivered equipment or materials which require lengthy fabrication periods. Payment will be made accordingly to and limited to the specific authorization and process set forth in the Agreement (Section 00 52 00). The City will not make partial payment for undelivered Items unless the Agreement specifically authorizes such payment.

B. Items Delivered and Stored On or Off the Site. In general, the City will not make partial payment to

Contractor for material or equipment procured by Contractor but stored on or off the Site and not incorporated into the Project. Notwithstanding that general rule, the following exception applies in limited circumstances:

1. The City will, upon written request by Contractor, make partial payment for material or equipment procured by Contractor and not incorporated into the Project subject to the following conditions:

a. Partial payment will not be made for any materials or equipment unless each individual piece of the material or equipment will become a permanent part of the Work, the materials and/or equipment are required by the Contract Documents, and the materials and/or equipment are specially manufactured for the Project and could not readily be used for or diverted to another job.

b. No partial payment will be made for living or perishable plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.

c. Applicable materials and/or equipment are either stored on the Site or at an off-Site location approved in advance and in writing by the City and in compliance with the requirements set forth in this subparagraph.

d. Partial payment for materials or equipment stored off the Site shall be limited to the lesser of 75 percent of the invoice cost or the Bid Item amount less an estimate by the City for installation. Partial payment for materials or equipment stored on the Site shall be limited to the lesser of 95 percent of the invoice cost or the Bid Item amount less an estimate by the City for installation. Contractor shall provide all documentation necessary to establish the cost of the materials or equipment. The City will be the sole judge of installation costs. The actual percentage paid (subject to the 75% or 95% limit, as applicable) shall be at the discretion of the City.

e. The General Requirements may set forth additional conditions applicable to partial payment for materials and equipment.

2. The City will not approve a request for partial payment for material or equipment not incorporated into the Project unless Contractor complies with each of the applicable requirements set forth below. No partial payment will be made until Contractor submits sufficient and satisfactory documentation to the City as required below.

a. Contractor shall submit to the City Representative proof of off-Site material or equipment purchases, including bills of sale, invoices, unconditional releases and/or other documentation as requested by the City warranting that Contractor has received the material or equipment free and clear of

all liens, charges, security interests, and encumbrances.

b. Contractor shall submit to the City Representative proof that title to stored Items vested in the City at time of delivery to the Site or off-Site warehouse. Contractor shall be responsible for all costs associated with storage of the Items.

c. Contractor shall obtain a negotiable warehouse receipt, endorsed over to the City, for Items stored in an off-Site warehouse, and shall submit such receipt to the City Representative.

d. Contractor shall store the materials and/or equipment in a bonded warehouse or facility approved by the City Representative. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY AND COUNTY OF SAN FRANCISCO". Contractor shall exercise all measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and shall perform the manufacturers' recommended maintenance of the materials or equipment. Contractor shall inspect the materials and equipment, and shall submit regular reports to the City Representative as specified in the General Requirements, listing all of the equipment stored, results of its inspection, and the maintenance performed.

e. Contractor, at no additional cost to the City, shall insure stored material and/or equipment against theft, fire, loss, vandalism, and malicious mischief, and shall deliver the policy or certificate of such insurance to the City Representative naming the City as additional insured. Insurance shall not be cancelable for at least 30 days and cancellation shall not be effective until certificate thereof is provided to the City. The insurance shall cover the material or equipment while stored at the approved location, while in transit to the Site, while being off-loaded at the Site and until the material or equipment is incorporated into the Work and the Work is accepted by the City.

f. Contractor shall submit to the City Representative written consent from Contractor's sureties approving the partial payment for Items stored on or off Site. The written consent must include a statement confirming that remittance of the advance payment will not relieve the sureties of any of their obligations under the Bonds.

g. Stored material or equipment shall be available for inspection by the City at all times. Contractor shall, upon request, assist the City Representative in conducting a full view, piece-by-piece, inventory or all such material or equipment.

h. Contractor shall protect stored material and equipment from damage. Damaged material and/or equipment, even though paid for, shall not be incorporated into the Work. In the event of loss or

damage to paid material and/or equipment, Contractor shall be responsible for replacing such lost or damaged material and/or equipment at its own cost and shall be responsible for all delays incurred to the Project as a result of such loss or damage. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Contractor fails to replace lost or damaged material and/or equipment at its own cost.

i. Contractor shall deliver stored material and equipment to the Site. After delivery, if any inherent or acquired defects are discovered in such material and/or equipment, Contractor shall remove and replace any defective Items with suitable Items at no additional cost to the City. Contractor shall be responsible for all delays incurred to the Project resulting from the removal and replacement of defective material and/or equipment. Consistent with Paragraph 9.06, the City may nullify the whole or a part of an advance payment previously issued in the event that Contractor fails to remove and replace defective Items.

3. Nothing in this Paragraph 9.10 shall relieve Contractor of its responsibility for incorporating material and equipment into the Work that conform to the requirements of the Contract Documents.

4. Contractor shall absorb any and all costs incurred to meet the requirements of this Paragraph 9.10 without modification to the Contract Sum.

## **ARTICLE 10 - INSURANCE AND BONDS**

### **10.01 INSURANCE REQUIREMENTS**

A. Contractor shall purchase and maintain in force throughout the Contract Time such liability and other insurance as provided in Section 00 73 16.

### **10.02 PERFORMANCE BOND AND PAYMENT BOND**

A. At the time of execution of the Contract, Contractor shall file with the City the following bonds using the form provided in Section 00 61 13:

1. a corporate surety bond, in a sum not less than 100 percent of the Contract Sum, to guarantee the faithful performance of the Contract ("Performance Bond"); and

2. a corporate surety bond, in a sum not less than 100 percent of the Contract Sum, to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond").

B. Said Performance Bond shall cover all corrective Work required during the Guarantee to Repair

Period, all warranty and maintenance Work required by the Contract Documents, and any and all Work required to correct latent defects.

C. Corporate sureties issuing these bonds and Bid bonds as specified in Section 00 21 13 shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have either a current A.M. Best Rating not less than "A-, VIII" or shall be listed in the current version of the United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570), and shall be satisfactory to the City.

## **ARTICLE 11 - LABOR STANDARDS**

### **11.01 PREVAILING WAGES**

A. It is hereby understood and agreed that all provisions of section 1770, et seq., of the California Labor Code are required to be incorporated into every contract for any public work or improvement and are provisions of this Contract.

B. It is hereby understood and agreed that all provisions of sections 6.22(e) and 6.22(f) of the San Francisco Administrative Code are incorporated as provisions of the Contract Documents including, but not limited to, the following:

1. Contractor shall pay to all persons performing labor in and about the Work not less than the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.

2. Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of any Work or labor on the Work, a provision that said Subcontractor shall pay to all persons performing labor or rendering service under said subcontract or other arrangement the highest general prevailing rate of wages determined as set forth herein for the respective crafts and employments, including such wages for holiday and overtime work.

3. Contractor shall keep or cause to be kept complete and accurate payroll records for all persons performing labor in or about the Work. Such records shall include the name, address and social security number of each worker who provided labor, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of the Work herein required shall keep a like record of each person engaged in the execution of the subcontract. All such records shall at all times be available



for inspection of and examination by the City and its authorized representatives and the California Department of Industrial Relations.

4. Should Contractor, or any Subcontractor who shall undertake the performance of any part of the Work herein required, fail or neglect to pay to the persons who shall perform labor under this Contract, subcontract or other arrangement for the Work, the highest general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any Subcontractor so failing or neglecting to pay said wage, Contractor and the Subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Labor Code Section 1775, but not less than \$50 per worker per day.

5. No person performing labor or rendering service in the performance of the Contract or a subcontract for the Work herein required shall perform labor for a longer period than five days (Monday-Friday) per calendar week of eight hours each (with two 10-minute breaks per eight-hour day), except in those crafts in which a different work day or week now prevails by agreement in private employment. Any person working hours in addition to the above shall be compensated in accordance with the prevailing overtime standard and rates. Contractor or any Subcontractor who violates this provision shall forfeit back wages due plus the penalties set forth in Labor Code section 1775, but not less than \$50 per worker per day.

C. The most current highest prevailing wage rate determinations made at the time of the advertisement for Bids are hereby incorporated as part of the Contract Documents. No adjustments in the Contract Sum will be allowed for increases or decreases in prevailing wage rates that may occur during the Contract Time.

1. Copies of the prevailing wage rates are available from the contracting department, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

2. Payments to a craft or classification not shown on the prevailing rate determinations shall comply with the rate of the craft or classification most closely related to it. Contact the California Division of Labor Statistics and Research, Prevailing Wage Unit at telephone (415) 703-4774 for job classifications not listed in the General Prevailing Wage Determinations of the Director of Industrial Relations.

D. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations and the San Francisco Office of Labor Standards Enforcement.

E. Contractor shall post job site notices prescribed by the California Department of Industrial

Relations at all job sites where Work is to be performed.

## 11.02 PAYROLLS

A. Certification of Payroll Records: Contractor shall comply with the requirements of section 1776 of the California Labor Code, or as amended from time to time, regarding the preparation, keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its Subcontractors of all tiers.

1. The payroll records shall be certified under penalty of perjury and shall be submitted electronically to the City and, where required, to the California Department of Industrial Relations, as set forth in Paragraph 9.03M, N and O. In addition, Contractor shall make the payroll records available for inspection at all reasonable hours at the job site office of Contractor on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative upon request.

b. A certified copy of all payroll records shall be made available for inspection or furnished to a representative of the City upon request.

c. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standard Enforcement. The public shall not be provided access to such records at the job site office of Contractor.

d. Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of a written request.

2. In providing copies of payroll records to any requestor, the City shall redact or obliterate such information as may be required under California Labor Code section 1776(e), as that section may be amended from time to time.

3. Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change of location and address.

4. In the event that Contractor receives a written notification of noncompliance with section 1776, Contractor shall have 10 days from receipt of such written notice to comply. Should noncompliance still be evident after such 10-day period, Contractor shall forfeit the penalties set forth in Administrative Code section 6.22(e) and (f) and/or Labor Code section 1776. Upon the request of the Division of Appren-

ticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the Contract Sum.

5. Contractor is solely responsible for compliance with section 1776. The City shall not be liable for Contractor's failure to make timely or accurate submittals of certified payrolls.

### **11.03 APPRENTICES**

A. Contractor and its Subcontractors of every tier shall, as a material term of the Contract, comply with the requirements of the State Apprenticeship Program (as set forth in the California Labor Code, division 3, chapter 4 [commencing at section 3070], and section 1777.5) and San Francisco Administrative Code, section 6.22(n). Contractor shall be solely responsible for securing compliance with section 1777.5 for all apprenticeable occupations.

1. Contractor shall comply with all requests by the City to provide proof that Contractor and all of its Subcontractors at every tier are in compliance with the State Apprenticeship Program.

2. Contractor shall include in all of its subcontracts the obligation for Subcontractors to comply with the requirements of the State Apprenticeship Program.

3. Section 1777.5 does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

B. Should Contractor fail to comply with the apprenticeship requirements of section 1777.5, Contractor shall be subject to the penalties prescribed in section 1777.7 of the California Labor Code. The interpretation and enforcement of section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.

C. Contractor, if not signatory to a recognized apprenticeship training program under chapter 4 of the California Labor Code, shall provide to the City with all progress payment requests, starting with the second such request, satisfactory evidence that it has contributed to the appropriate apprenticeship fund(s). Contractor shall require its Subcontractors who are not signatories to provide such evidence to the City as a condition precedent for qualifying for payment from the City. The City reserves the right to demand such evidence upon request.

### **11.04 LABOR STANDARDS ENFORCEMENT**

A. All Work is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations

("DIR") and the San Francisco Office of Labor Standards Enforcement.

B. In accordance with Administrative Code section 6.22(e) and section 6.24 and the applicable sections of the California Labor Code, Contractor further acknowledges and agrees as follows:

1. Contractor will cooperate fully with the DIR and the Labor Standards Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements and other labor standards imposed on public works contractors by the Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

2. Contractor agrees that the DIR and the Labor Standards Enforcement Officer and his or her designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the contractor, employee time sheets, inspection logs, payroll records and employee paychecks.

3. Contractor shall maintain a sign-in and sign-out sheet showing which employees are present on the job site.

4. Contractor shall post job site notices prescribed by the California Department of Industrial Relations at all job sites where Work is to be performed.

5. The DIR and the Labor Standards Enforcement Officer may audit such records of Contractor as is deemed reasonably necessary to determine compliance with the prevailing wage and other labor standards imposed by the Charter, Chapter 6 of the San Francisco Administrative Code, and the applicable sections of the California Labor Code.

C. Under California Public Contract Code section 6109, Contractor or Subcontractors who are ineligible to bid or work on, or be awarded, a public works project under California Labor Code sections 1777.1 or 1777.7 are prohibited from performing Work on the Project.

1. Any contract for the Project entered into between Contractor and a debarred subcontractor is void as a matter of law.

2. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works project. Contractor shall return to the City any public money that may have been paid to a debarred subcontractor by Contractor.

3. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor that has been allowed to work on the Project.

## **ARTICLE 12 - SAFETY**

### **12.01 PRECAUTIONS AND PROGRAMS**

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall be solely responsible for any and all fines, penalties or damages which result from Contractor's failure to comply with applicable health and safety laws and regulations during performance of the Work.

B. Contractor shall designate in writing a responsible competent person of Contractor's organization at the Site as Project safety representative whose principal duties shall be the prevention of accidents and the maintenance and supervision of safety precautions and programs in accordance with the requirements of applicable laws and regulations. This person shall be available 24 hours a day, 7 days a week by telephone or other approved means.

C. Contractor shall perform all Work relating to hazardous materials as required by the Contract Documents. Contractor and its Subcontractors shall comply with all federal, state and local statutes and regulations on training, handling, storage, public notification and disposal of hazardous materials and hazardous wastes. In the event that Contractor or its Subcontractors introduces and/or discharges, spills or releases a hazardous material onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a hazardous material identified in the Contract Documents or Reference Documents, the Contractor shall immediately notify the City Representative and any required agencies of the spill, release or discharge and Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if deemed necessary by the City, will, at the discretion of the City, be performed either by the City at Contractor's expense or by Contractor, through a qualified remediation Subcontractor, at Contractor's expense. Under no circumstance shall the Contractor perform remediation Work for which it is not qualified.

D. Should Contractor or any of its Subcontractors, while performing Work on the Site, unexpectedly encounter any hazardous material not shown in the Contract Documents or Reference Documents, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City Representative. Removal and disposal of the hazardous material not shown in the Contract Documents or Reference Documents, if deemed necessary by the City, will be performed as directed by the City at the City's expense. In the event that Contractor is delayed in the completion of the Contract Work solely because of

such hazardous materials or conditions not previously identified in the Contract Documents or Reference Documents, the Contractor shall be entitled to an extension of time in accordance with Article 7 of these General Conditions.

### **12.02 PERSONS AND PROPERTY**

A. Contractor shall take all necessary precautions for safety of, and shall provide the necessary protection to prevent damage, injury or loss to the following:

1. all persons on the Site or others who may be affected by the Work;

2. the Work and the materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not indicated to be removed, relocated or replaced on the Contract Documents.

B. Contractor shall give notices pursuant to California Civil Code section 832 and shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

C. Contractor shall notify owners of adjacent property, underground facilities and utilities, such as PG&E, AT&T, Municipal Railway, Hetch Hetchy Water and Power, and the San Francisco Public Utilities Commission, of Contractor's operations a reasonable time in advance thereof so as to permit the owners to make suitable markings on the street surface of the locations of such facilities. After such markings have been satisfactorily made, Contractor shall maintain them as long as necessary for the proper conduct of the Work.

D. Contractor shall not hinder or interfere with an owner or agency having underground facilities and utilities when removing, relocating, or otherwise protecting such facilities.

E. Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, such as posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying owners and users of adjacent sites, underground facilities and utilities of Contractor's operations.

F. Contractor shall perform all Work in such manner as to avoid damage to existing underground facilities and other utilities in the process of their removal or adjustment and to avoid damage to such facilities lying outside of or below a required excavation or trench area which are intended to remain in place.

G. Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with applicable laws and regulations.

H. In the event of damage or loss to property referred to in the previous subparagraphs, whether caused by Contractor, its Subcontractors or Lower-Tier Subcontractors, Contractor shall promptly remedy such damage or loss, except such damage or loss attributable to the sole negligent acts or omissions of the City. The foregoing obligations of Contractor are in addition to Contractor's obligations under Paragraph 3.19 of these General Conditions.

I. Pursuant to section 6705 of the California Labor Code, excavation for trenches 5 feet or more in depth shall not begin until Contractor has received acceptance from the City of Contractor's detailed plan for worker protection from the hazards of caving ground during excavation of such trenches. Contractor's shoring plan shall be submitted in accordance with the requirements of the Specifications and shall show the details and supporting calculations of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. No plan shall allow the use of shoring, sloping or other protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If Contractor's shoring plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and sealed by an engineer retained by Contractor who is registered as a civil or structural engineer in the State of California. The City's acceptance of Contractor's shoring plan shall not be construed to relieve Contractor of its sole responsibility for damage or injuries related to the excavation resulting from unsafe shoring.

J. Contractor shall be responsible for each operation and all Work, both permanent and temporary. Contractor shall protect its Work and materials and fully or partially completed work of the City or separate contractors from damage due to construction operations, the action of the elements, the carelessness of its subcontractors, vandalism, graffiti, or any other cause whatsoever, until Final Completion of the Work. Should improper Work of any trade be covered by another contractor and damage or defects result, Contractor shall make the whole Work affected good to the satisfaction of the City and without expense to the City.

### **12.03 SAFETY PERMITS**

A. A California industrial safety permit shall be obtained and paid for by Contractor if the following occurs:

1. the construction of a building, structure, false work or scaffolding more than 3 stories or the equivalent of 35 feet height; or
2. the demolition of a building, structure, false work or scaffolding more than 3 stories or the equivalent of 35 feet height; or
3. the excavation of a trench 5 feet deep or deeper into which a person must descend.

B. Contractor shall obtain and pay for all other required safety permits.

### **12.04 EMERGENCIES**

A. In emergencies affecting the safety or protection of persons or property at the Site, Contractor shall act promptly to prevent threatened damage, injury or loss. Contractor shall give prompt written notice to the City if Contractor believes that, due to the nature of the emergency or circumstances related thereto, any significant changes in the Work or variations in the Contract Documents have been caused thereby or are required as a result thereof. If the City determines that a change in the Contract Documents is required because of action taken by Contractor in response to such an emergency, a Change Order or Unilateral Change Order will be issued as provided in Article 6.

## **ARTICLE 13 - CONTRACT AND GOVERNMENT CODE CLAIMS**

### **13.01 CLAIMS GENERALLY**

A. The City and Contractor acknowledge and agree that early identification and resolution of potential claims or disputes benefits all parties and advances the success of the Project.

B. The notice requirements and procedures set forth under this Article 13 are necessary for the City to address potential claims and disputes. Having knowledge of potential claims prior to the Contractor performing disputed Work and having documentation from the Contractor concerning a dispute as Work is being performed is critical for the City to make informed decisions which could impact the budget and schedule for the Project.

C. Compliance with the Notice of Potential Claim, and Contract Claim submission procedures prescribed in this Article are condition precedents to the right to file a Government Code Claim under California Government Code section 900, et seq., and San Francisco Administrative Code Chapter 10. As set forth in subparagraph 13.05, Contractor's submittal of timely and proper Notices of Potential Claims and Contract Claims may, in some circumstances, toll Contractor's compliance with the Government Code

Claim requirements until the Contract Claim process is finally completed. Refer to subparagraph 13.05, below. The timely submittal of both a properly completed Contract Claim and a Government Code Claim are conditions precedent to commencing litigation against the City for disputes arising out of or related to this Contract and not expressly excluded from the Contract Claim process per subparagraph 13.01(D), below. Disputed issues not timely raised and properly documented in conformance with this Article shall be deemed waived by the Contractor and may not be asserted in a Government Code Claim, subsequent litigation, or legal action. Furthermore, by executing this Contract, Contractor waives any and all claims or defenses of waiver, estoppel, release, bar, or any other type of excuse of non-compliance with the Contract Claim submission requirements.

D. The Contract Claim procedures specified in this Article 13 do not apply to the following: (1) claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine; (2) claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from personal injury of death; (3) claims by the City; or (4) claims respecting stop notices.

E. The requirements of this Article 13 shall survive expiration or termination of this Contract.

### **13.02 NOTICE OF POTENTIAL CLAIM**

A. If, during the course of the Project, the Contractor seeks an adjustment of the terms of the Contract Documents, an adjustment to the Contract Sum and/or Contract Time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of Work (including without limitation determination of delay, assessment of liquidated damages, Proposed Change Orders, Unilateral Change Order, denial of Change Order Requests, payment, nonpayment, termination for cause, termination for convenience, or other act by the City impacting or potentially impacting payment, nonpayment, withholding, or the performance of the Work), then the Contractor must submit to the City a timely Notice of Potential Claim to preserve its right to seek such additional compensation and/or time.

B. Contractor must submit a Notice of Potential Claim to the City within 7 days of the event, activity, occurrence, or other cause giving rise to the potential Claim.

C. A Notice of Potential Claim shall describe the nature and circumstances of the potential claim event, set forth the reason(s) for which Contractor believes additional compensation and/or time will or may be due, and provide a good faith estimate of the cost and/or time impact to which Contractor believes it

may be entitled. Notices of Potential Claims submitted per Paragraph 3.03 (Unforeseen or Differing Conditions) must also identify the Escrow Bid Documents that formed the basis of Contractor's Bid to perform the Work affected by the alleged unforeseen or differing condition.

D. The Notice of Potential Claim provides early notice to the City of a disputed issue and provides the City with the opportunity to mitigate associated costs, allowing for early resolution. Failure by Contractor to submit a timely Notice of Potential Claim shall constitute a waiver of any claim arising out of the event, activity, occurrence, or other cause giving rise to the potential Claim.

E. The requirements of subparagraph 13.02A, above, apply regardless of whether or not the disputed issue underlying a potential claim event has been or will be submitted to an issue resolution/escalation ladder, Dispute Review Board or similar dispute resolution process that may be required by the Contract Documents.

### **13.03 CONTRACT CLAIM**

A. General Contract Claim Requirements. If the disputed issue(s) underlying a Notice of Potential Claim remains unresolved after 45 days from the submittal of a Notice of Potential Claim, and Contractor wishes to pursue the disputed issue(s), Contractor must submit a Contract Claim that provides a complete and final justification for additional compensation and time adjustments. Contractor must submit a Contract Claim to the City within 45 days of submitting the Notice of Potential Claim. The Contract Claim shall be the Contractor's sole and exclusive administrative remedy for additional compensation or time associated with its performance of the Work under the Contract. Failure to submit a timely, certified, and documented Contract Claim in conformance with this Article shall constitute a waiver by the Contractor as to any claims relating to its performance of the Work under the Contract and a failure to exhaust its administrative remedies.

1. The time requirement for submitting a Contract Claim set forth in subparagraph 13.03A, above, shall be extended in accordance with the applicable Contract Documents if the Contract Documents require the establishment of an issue resolution/escalation ladder, Dispute Review Board or similar supplemental dispute resolution process(es) and Contractor timely refers a disputed issue to the applicable process. Contractor's timely referral of a disputed issue to any mandatory supplemental dispute resolution process(es) set forth in the Contract Documents is a prerequisite to filing a Contract Claim under this Article. By failing to timely refer a disputed issue to the applicable mandatory supplemental dispute resolution process specified in the Contract Documents, Contractor waives future Contract Claims relating to the disputed issue.

**B. Contract Claim Certification Requirement:**

1. Contractor, under penalty of perjury, shall submit with the Contract Claim certification by Contractor and its Subcontractor(s), as applicable, that:

- a. the Claim is made in good faith;
- b. supporting data are accurate and complete to the best of Contractor's and/or Subcontractor's knowledge and belief; and
- c. the amount requested accurately reflects the Contract adjustment for which Contractor believes the City is liable.

2. An individual or officer who is authorized to act on Contractor's behalf shall execute the certification. Failure to certify a claim under penalty of perjury shall render the Contract Claim a nullity and the underlying claim waived by the Contractor.

3. In regard to a Claim or portion of a Claim by a Subcontractor, Contractor shall fully review the Subcontractor's Claim and shall certify the Subcontractor's Claim or such relevant portion(s) of the Subcontractor's Claim, under penalty of perjury, in the same manner the Contractor would certify its own claim under the foregoing subparagraph 13.03B.1. The City will not consider a direct claim by any Subcontractor. Subcontractors at any tier are not third-party beneficiaries of this Contract.

4. Contractor hereby agrees that failure to furnish certification as required in this Article shall constitute a waiver by the Contractor as to the subject Claim.

5. Contractor further acknowledges and agrees that if it submits a false claim, on behalf of itself or a Subcontractor, Contractor may be subject to civil penalties, damages, debarment, and criminal prosecution in accordance with local, state, and federal statutes.

**C. Format of a Contract Claim:**

1. The Contractor shall document its Contract Claim in the following format:

- a. Cover letter and certification.
- b. Narrative Summary of Claim merit and amount, and clause under which the Claim is made.
- c. List of documents relating to Claim:
  - 1) Specifications
  - 2) Drawings
  - 3) Clarifications/RFIs
  - 4) Correspondence
  - 5) Schedules
  - 6) Other

d. Chronology of events and correspondence.

e. Analysis of Claim merit.

f. Analysis of Claim cost (money and time).

g. Attachments:

- 1) Specifications
- 2) Drawings
- 3) Clarifications/RFIs
- 4) Correspondence
- 5) Schedules
- 6) Other

**D. Additional Requirements for Contract Claims Regarding Time Extensions:**

1. All Contract Claims regarding time extensions or assessments of delay and/or liquidated damages shall include, in addition to all other applicable requirements of this Article 13, an analysis of the delays impacting the as-built critical path. The as-built critical path shall be determined by (1) comparing the late dates for schedule activities indicated within the Contractor's "as-planned" CPM schedule (as approved by the City) with the actual dates for the same activities, and then (2) determining the longest path through the as-built schedule using the Contractor's originally-approved as-planned activity to activity logic. The "as-built" CPM shall reflect the exact manner in which the Project was actually constructed (including start and completion dates, actual sequence and durations of work activities, and logic).

2. The City will not review or consider any Contract Claim regarding time extensions based upon an impacted as-planned CPM, collapsed as-built schedule, time impact analysis or similar method that does not take into account actual events on the Project.

**E. Procedure For Review of a Contract Claim:**

1. The City shall review only a timely, certified, and properly documented Contract Claim.

2. The City shall respond to a Contract Claim in writing, within 45 days of receipt of such Claim. In its response, the City shall either grant or deny the Claim in whole or in part. If the City does not respond to a Claim within the 45-day period, the Claim is deemed denied in its entirety.

3. Within 10 days of the date of the City's response or expiration of the 45-day period, whichever is earlier, the Contractor may request review of the Contract Claim and the City's response by the Department Head. The request must be in writing, directed to the Department Head and copied to the City Representative. Failure by the Contractor to make a

timely request to the Department Head, copied to the City Representative, shall constitute acceptance by the Contractor of the City's original response.

4. Upon a timely and proper request, the Department Head, or his/her designee (other than personnel assigned to the Project), shall review the relevant documents, meet with the Contractor and City personnel assigned to the Project, and confirm or revise the City's response to the Contract Claim. The Department Head, or his/her designee, shall issue such determination within 60 days of the date of the request for review. The determination by the Department Head, or his/her designee, shall constitute the final administrative determination of the City. If the Department Head takes no action on a request for review within the 60-day period, the City's original response shall constitute the final administrative determination by the City.

#### **13.04 GOVERNMENT CODE CLAIM**

A. For the purposes of this Contract, the City and the Contractor hereby agree that any action at law against the City arising out of or relating to Contractor's performance of the Work shall accrue either on the effective date of termination (under Article 14 of these General Conditions) or on the date of Substantial Completion, whichever is earlier. Notwithstanding the foregoing, the timely submittal of a complete and proper Notice of Potential Claim and Contract Claim under the administrative procedure specified in this Article 13 shall operate to toll Contractor's compliance with the Government Code Claim requirements under California Government Code section 900, et seq., and San Francisco Administrative Code Chapter 10 until the City issues a final administrative determination per subparagraph 13.03E.4.

### **ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.01 NOTICE OF DEFAULT; TERMINATION BY THE CITY FOR CAUSE**

A. Grounds for Default. Contractor is in Default of the Contract if Contractor:

1. refuses or fails to supply enough properly skilled workers, adequate and proper materials, or supervision to prosecute the Work at a rate necessary to complete the Work within the specified limits of Contract Time, in accordance with the currently accepted updated progress schedule; or
2. is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
3. refuses or fails in a material way to replace or correct Work not in conformance with the Contract Documents; or

4. repeatedly fails to make prompt payment due to Subcontractors or for labor; or

5. materially disregards or fails to comply with any law, ordinance, rule, regulation or order of any public authority having jurisdiction; or

6. intimidates or sexually harasses a City employee, agent, or member of the public; or

7. is otherwise in material breach of any provision of the Contract Documents.

B. Notice of Default. When any of the above grounds for Default exist, the City may, without prejudice to any other rights or remedies that the City may have, issue a written Notice of Default to the Contractor. The City shall provide a copy of any Notice of Default to the Contractor's surety.

1. The Notice of Default shall identify the ground(s) for Default and provide the Contractor with a 14-day cure period to complete necessary corrective Work and/or actions.

2. In the event that necessary corrective Work and/or actions cannot be completed within the 14-day cure period through no fault of Contractor or its subcontractors/suppliers, Contractor shall, within the 14-day cure period, (i) provide the City with a schedule, acceptable to the City, for completing the corrective Work and/or actions; and (ii) commence diligently the corrective Work and/or actions. The City, after accepting Contractor's proposed schedule, will amend the Notice of Default in writing to set forth the agreed-upon cure period. The City will provide a copy of the amended Notice of Default to the Contractor's surety.

C. Termination for Cause. If Contractor fails to completely cure the Default either (i) within the 14-day cure period set forth in the Notice of Default; or (ii) within the agreed-upon cure period set forth in an amended Notice of Default, the City may, without prejudice to any other rights or remedies that the City may have, immediately terminate employment of Contractor and, subject to the prior rights and duties of the surety under any bond provided in accordance with the Contract Documents:

1. take possession of the Site and use any materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to complete the Project;
2. accept assignment of subcontracts and agreements pursuant to Paragraph 4.03; and
3. finish the Work by whatever reasonable method the City may deem expedient.

D. When the City terminates the Contract for one of the grounds set forth in subparagraph 14.01A, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finish-



ing the Work, including all liquidated damages for delays, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to the City. The amount to be paid to Contractor or City, as the case may be, upon application, shall be an obligation for payment that shall survive termination of the Contract.

1. Upon completion of all Work, Contractor shall be entitled to the return of all its materials which have not been used in the Work, its plant, tools, equipment and other property provided, however, that Contractor shall have no claim on account of usual and ordinary depreciation, loss, wear and tear.

E. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Sum, will be the same as if the termination had been issued for the convenience of the City, as provided under Paragraph 14.03.

#### **14.02 SUSPENSION BY THE CITY FOR CONVENIENCE**

A. The City may, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine.

B. An adjustment shall be made as specified in subparagraph 7.02A for increases in the cost of performance of the Contract caused by suspension, delay or interruption. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
2. that an equitable adjustment is denied under another provision of this Contract.

#### **14.03 TERMINATION BY THE CITY FOR CONVENIENCE**

A. Pursuant to section 6.22I of the San Francisco Administrative Code the City may terminate the performance of Work under this Contract in accordance with this Paragraph 14.03 in whole or, from time to time, in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective.

B. After receipt of a notice of termination, and except as otherwise directed by the City, Contractor shall comply with all of the following requirements.

1. Stop Work under the Contract on the date and to the extent specified in the notice of termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work under the Contract that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all Claims arising out of such termination of orders and subcontracts with the approval or ratification of the City, in writing, to the extent it may require. The City's approval or ratification shall be final for all the purposes of this Paragraph 14.03.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent, if any, directed by the City, (i) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination, and (ii) the completed or partially completed drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the City.

7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that the City directs or authorizes, any property of the types previously referred to herein, but Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the City. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the City may direct.

8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.

9. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Contract which is in the possession of Contractor and in which the City has or may acquire an interest.

C. After receipt of a notice of termination, Contractor shall submit to the City its termination claim, in the form and with the certification the City prescribes.

Such termination claim shall be submitted promptly, but in no event later than 3 months from the effective date of termination, unless one or more extensions in writing are granted by the City upon written request of Contractor within such 3-month period or an authorized extension period. However, if the City determines that the facts justify such action, it may receive and act upon any such termination Claim at any time after such 3-month period or extension period. If Contractor fails to submit its termination Claim within the time allowed, the City may determine, on the basis of information available to the City, the amount, if any, due to Contractor because of the termination. The City shall then pay to Contractor the amount so determined.

D. Subject to the previous provisions of this Paragraph 14.03, Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to Contractor because of the total or partial termination of Work. The amount or amounts may include a reasonable allowance for profit on Work done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract Sum of Work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount. Nothing following, prescribing the amount to be paid to Contractor in the event of failure of Contractor and the City to agree upon the whole amount to be paid to Contractor because of the termination of Work under this Paragraph 14.03, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to Contractor pursuant to this subparagraph 14.03D.

E. If Contractor and the City fail to agree, as subparagraph 14.03D provides, on the whole amount to be paid to Contractor because of the termination of Work under Paragraph 14.03, the City shall determine, on the basis of information available to the City, the amount, if any, due to Contractor by reason of the termination and shall pay to Contractor the amounts determined as follows:

1. For all Contract Work performed before effective date of the notice of termination, the total (without duplication of any items) of the following items:

a. The cost of such Work.

b. The cost of settling and paying Claims arising out of the termination of Work under subcontracts or orders as previously provided. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by Contractor before the effective date of the notice of termination. These amounts shall be included in the cost on account of which payment is made for the cost of Work previously provided.

c. A sum, as profit on the cost of the Work as provided in subparagraph 14.03D, that the City determines to be fair and reasonable. But, if it appears that Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated loss.

2. The reasonable cost of the preservation and protection of property incurred as previously provided. The total sum to be paid to Contractor shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to Contractor the fair value, as determined by the City, of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the City, or to a buyer as previously provided.

F. Contractor shall have the right to dispute in a court of competent jurisdiction within the State of California any determination the City makes under subparagraph 14.03E. But, if Contractor has failed to submit its termination Claim within the time provided and has failed to request extension of such time, it shall have no such right to dispute the City's determination. In any case where the City has determined the amount owed, the City shall pay to Contractor the following:

1. if there is no right to dispute hereunder or if a right to dispute has not been timely exercised, the amount so determined by the City; or

2. if a proceeding is initiated in a court of competent jurisdiction within the State of California, the amount finally determined in said proceeding.

G. In arriving at the amount due Contractor under this clause there shall be deducted:

1. all unliquidated advance or other payments on account theretofore made to Contractor, applicable to the terminated portion of this Contract;

2. any Claim which the City may have against Contractor in connection with this Contract; and

3. the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold, under the provisions of this Paragraph 14.03, and not otherwise recovered by or credited to the City.

H. If the termination hereunder be partial, before the settlement of the terminated portion of this Contract, Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the contin-

ued portion of the Contract (the portion not terminated by the notice of termination). Such equitable adjustment as may be agreed upon shall be made in the specified price or prices. Nothing contained herein shall limit the right of the City and Contractor to agree upon the amount or amounts to be paid to the continued portion of the Contract when the Contract does not contain an established Contract price for the continued portion.

I. Contractor understands and agrees that the foregoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.

## **ARTICLE 15 - MISCELLANEOUS PROVISIONS**

### **15.01 GOVERNING LAW AND VENUE**

A. The Contract Documents shall be interpreted in accordance with the laws of the State of California and the provisions of the City's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.

B. Venue for all litigation relative to the formation, interpretation and performance of the Contract Documents shall be in San Francisco.

### **15.02 RIGHTS AND REMEDIES**

A. All of City's rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of

City under the Contract Documents or otherwise available at law or in equity.

B. No action or failure to act by the City or the City Representative will constitute a waiver of a right afforded them under the Contract Documents, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by City or the City Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

### **15.03 COMPLETE AGREEMENT**

A. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract Documents may be modified or amended only as specified in Paragraph 1.04 of these General Conditions.

### **15.04 SEVERABILITY OF PROVISIONS**

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

**END OF SECTION**

## SECTION 00 73 00

## SUPPLEMENTARY CONDITIONS

## 1.1 SUMMARY

- A. This Document includes supplements that amend, delete, or modify provisions of Section 00 72 00, the General Conditions of the City and County of San Francisco, as required for the Work of this Contract.
- B. All provisions that are not so modified shall remain in full force and effect.

## 1.2 ARTICLE 1

- A. Amend Subparagraph 1.04A with the following new sub-subparagraph:
  - "1. Change Orders shall be executed and Unilateral Change Orders shall be issued using the DPW Online Signature Access System (the "OSAS"). Contractor shall provide to DPW a completed Request for User ID & Access form for each principal or employee authorized by Contractor to execute Change Orders (each such person is referred to as an "Individual Certificate Holder"). Each Individual Certificate Holder shall (1) complete training on the electronic OSAS approval system (training to be provided by the City at no expense to contractors and consultants), and (2) execute a DPW "Online System Security Agreement" form on behalf of its company and submit the form to DPW. Contractor is responsible for submitting a completed Request for User ID & Access form to change the access or remove authorization of an Individual Certificate Holder."

## 1.3 ARTICLE 2

- A. Amend Paragraph 2.02 with the following new subparagraph 2.02C:
  - "C. Contractor will be furnished 2 Project Manuals at no cost. Contractor shall pay the reproduction costs of any additional sets required. Contractor will be furnished one set of Documents required for subsequent modifications, Change Orders, and Proposed Change Orders."

## 1.4 ARTICLE 3

- A. Add the following new paragraph:
  - "3.22 DESIGN PROFESSIONAL SERVICES
    - A. In the event that the Contract Documents require that a certain Item be designed by Contractor, Contractor shall, consistent with applicable licensing laws, retain the services of such Design Professional(s) who shall be licensed in the State of California and shall have the necessary expertise and experience required to prepare such design documents to permit Contractor to complete such Item in accordance with the requirements of the Contract Documents. Nothing in the Contract Documents is intended to create a legal or contractual relationship between the City and any Design Professional.

- B. Such Design Professional(s) shall be vested with the authority to act on behalf of Contractor in all matters relating to design or supervision of construction of that Item of which he or she is responsible. Contractor's Design Professional(s) may be replaced only with the approval of the City.
- C. Contractor shall require its Design Professional(s) to be responsible without limitation for the following:
  - 1. Consult with authorized employees, agents and representatives of the City relative to the City's requirements for the design and construction of the Project.
  - 2. Review the Contract Documents and existing Reference Documents and studies of the proposed Site and other data furnished to the Design Professional and advise the City whether such data is sufficient for purposes of design, and whether additional data is necessary before the Design Professional can proceed.
  - 3. Provide additional surveys and information related to the Site, which the Design Professional deems necessary for the performance of the Work.
  - 4. Provide design-related services for preparing construction documents necessary for Contractor to construct and interface the Item in complete conformance with the intent and performance requirements of the Contract Documents.
    - a. Construction documents shall be submitted to the City for review and acceptance for conformance with the intent and performance requirements of the Contract Documents prior to Contractor initiating permit or construction activities based on such construction documents.
    - b. The City's approval or acceptance of construction document submitted by Contractor shall not be interpreted as a release of Contractor from its responsibilities to coordinate the various portions of the design and to provide accurate and complete design documents to fulfill the intent and requirements of the Contract Documents.
  - 5. Provide to the City design data, technical criteria and assistance necessary for supporting, protecting, and incorporating into the Project the Item designed by the Design Professional.
  - 6. Comply with requirements of codes, regulations, and written interpretation thereof, existing at the time permit application(s) are made with the local authorities having jurisdiction over the Project.
  - 7. Provide Design Professional's professional liability policies and coverages as required in Section 00 73 16.
  - 8. Provide assistance in connection with the start-up, testing, refining and adjusting of equipment or system designed by the Design Professional for incorporation into the Project.
  - 9. Assist the City in training staff and developing systems and procedures for operation and maintenance and record keeping for equipment or system designed by the Design Professional for incorporation into the Project.
- D. Contractor shall be wholly responsible for all engineering and design of such Item regardless of any contribution, input, review, participation, or coordination that the City, its agents, members, employees, and authorized representatives may have provided to Contractor or its Design Professional.

- E. Contractor agrees to release the City, its agents, members, employees, and authorized representatives from liability or losses directly or indirectly arising out of, connected with, or resulting from such Items engineered or designed by Contractor or its Design Professional or furnished and installed by Contractor and shall bear the costs of corrective and replacement work necessary to complete the Items in accordance with the requirements of the Contract Documents."

#### 1.5 ARTICLE 6

- A. Add the following new subparagraphs to subparagraph 6.06A.1:

- "d. For electrical Work, labor productivity rates shall be based on the most current edition of "N.E.C.A." Column 3 with a 10 percent reduction.
- e. For mechanical Work, labor productivity rates shall be based on the most current edition of "M.C.A." with a 20 percent reduction."

- B. Add the following new subparagraphs to subparagraph 6.06A.2:

- "a. For electrical work, material costs shall be based on the most current Biddle Book, end column, with a 10 percent reduction.
- b. For mechanical work material costs shall be based on the most current Reeves Manual with a 30 percent reduction."

END OF SECTION





## SECTION 00 73 02

## CONTRACT TIME AND LIQUIDATED DAMAGES

## 1.1 SUMMARY

- A. This Document specifies the limits of Contract Time and amounts of liquidated damages agreed to be assessed should the Work be incomplete after the limits of Contract Time.

## 1.2 CONTRACT TIME

- A. The Work shall be commenced within 5 calendar days from issuance of the Notice to Proceed by the City, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of **144** consecutive calendar days.
  - 1. The date of the Notice to Proceed will be set by the City within 14 calendar days after the certification of the Contract.
  - 2. The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification, application and approval for all required permits, and submittals prior to start of construction work.
- B. Final Completion shall occur no later than **30** consecutive calendar days after the date of Notice of Substantial Completion.

## 1.3 LIQUIDATED DAMAGES

- A. The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City and County of San Francisco the sum of two thousand dollars (\$1,500.00) for each calendar day that transpires with the Work not Substantially Completed after the time limit for achieving Substantial Completion specified in Paragraph 1.2A.
- B. In addition, Contractor shall pay the sum of five hundred dollars (\$500.00) for each calendar day that transpires with the Project not Finally Completed after the time limit for achieving Final Completion specified in Paragraph 1.2B.

END OF SECTION



## SECTION 00 73 16

## INSURANCE REQUIREMENTS

## 1.1 SUMMARY

- A. This Document includes insurance requirements, which amend Article 11 of the General Conditions.

## 1.2 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000.00 each accident, injury, or illness. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
  2. Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.
  3. Commercial Automobile Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

## 1.3 ADDITIONAL COVERAGES

- A. Builder's Risk Insurance: Contractor shall provide "Special Form" (All Risk) Builder's Risk Insurance on a replacement cost basis as follows:
1. Amount of Coverage: The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders. The policy shall provide for no deduction for depreciation. The policy shall provide coverage for "soft costs," such as but not limited to design and engineering fees, code updates, permits, bonds, insurances, and inspection costs caused by an insured peril; the policy may limit the amount for soft costs but such limit shall not be less than 5% of the coverage amount. Alternatively the City shall have the right to require a specific dollar amount for coverage for soft costs that may be greater or less than 5%. The Builder's Risk Insurance shall also include the full replacement cost of all City-furnished equipment, if any.
  2. Additional Premium: If, due to change orders or project term extensions authorized by the City, the Builder's Risk policy becomes subject to additional premium, the City will reimburse Contractor the actual cost of such additional premium, without markup, provided that the Contractor submits to the City proof of payment of such additional premium and either:
    - a) copy of the applicable endorsement to the Builder's Risk policy, if the Builder's Risk Policy is issued on a declared-project basis; or
    - b) copy of Evidence of Property Insurance if the Builder's Risk policy is placed on a reporting form basis.
  3. Parties Covered: The Builder's Risk policy shall identify the City and County of San Francisco as the payee. The policy shall include as additional named

insureds the City and County of San Francisco, the Contractor and its subcontractors of every tier.

4. Included Coverage: The Builder's Risk Insurance shall include, but shall not be limited to, the following coverages:
  - a) All damages of loss to the Work and to appurtenances, to materials and equipment to be incorporated into the Project while the same are in transit, stored on or off the Project site, to construction plant and temporary structures.
  - b) The perils of fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and water damage.
  - c) The costs of debris removal, including demolition as may be made reasonably necessary by such covered perils, resulting damage, and any applicable law, ordinance, or regulation with a sub-limit of not less than 25% of the value of the construction contract.
  - d) Start up and testing and machinery breakdown including electrical arcing.
  - e) Consequential loss (lost revenues and costs of funding or financing when a covered risk causes delay in completing the Work). In the event the City receives coverage specifically for a consequential loss associated with delay to the completion of the Project, such specific amount shall be credited against any liquidated damages for delay for which the Contractor would otherwise be responsible.
5. Deductibles: The Builder's Risk Insurance may have a deductible clause not to exceed the amounts below. Contractor shall be responsible for paying any and all deductible costs. The deductible for coverage of All Perils shall not exceed the following:
  - a) \$25,000 for projects valued up to \$25,000,000;
  - b) \$50,000 deductible for projects valued in excess of \$25,000,000 and up to \$75,000,000; and
  - c) \$100,000 deductible for projects valued in excess of \$75,000,000.

- B. Professional Liability Insurance: In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.
- C. Environmental Pollution Liability: The Contractor, or its subcontractors, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions insurance applicable to the work being performed with limits not less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year, including coverages for on-site or off-site third party claims for bodily injury and property damage. This coverage shall also be endorsed to include Non-Owned Disposal Site coverage.

#### 1.4 INSURANCE FOR OTHERS

- A. For general liability, environmental pollution liability and automobile liability insurance, Contractor shall include as additional insured, the City, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.

- B. Other parties to be protected by Contractor's liability insurance shall be as follows:
1. City's consultants and/or subconsultants: None.
  2. Non-City Agencies: None.

#### 1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, or in an emergency, as soon thereafter as possible, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, or after the emergency work is commenced, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Contractor shall provide 30 days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverage, except for non-payment for which no less than 10 days' notice shall be provided to City. All notices shall be made to:

Manager, Contract Administration Division  
City and County of San Francisco  
1155 Market Street, 4th Floor

San Francisco, CA 94103.

- H. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- I. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "G" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- J. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

#### 1.6 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-,VIII" and shall be satisfactory to the City.

END OF SECTION

SECTION 00 73 17

CADD DOCUMENT LIABILITY WAIVER AND RELEASE

1.1 SUMMARY

- A. The City may issue to Contractor computer-aided design document (CADD) files, which were prepared for the City for the Work of Project, in electronic format for the limited purpose of facilitating Contractor's design of the Work.

1.2 PROJECT CONDITIONS

- A. The City's issuance of Project CADD files to Contractor is not a representation of the completeness or accuracy of the information contained in the files.
- B. Because Contractor is required to perform all Work in accordance with the requirements of only the printed versions of the Bid Documents for Project as originally issued or modified in accordance with the Contract Documents, Contractor shall review the CADD files for the same accuracy and completeness as the original printed versions prior to Contractor's use and shall certify that all information contained in said Project CADD files accurately conforms to said Contract Documents.
- C. Contractor agrees not to transmit to third parties or otherwise reuse Project CADD files without prior written consent of the City. Unauthorized use of Project CADD files shall be at the sole liability of the user.
- D. Contractor hereby agrees to release the City from inaccuracies, incompleteness, or discrepancies between Project CADD files and said printed versions of the Contract Documents.
- E. Contractor shall be responsible for all damages resulting in whole or in part from inaccuracies, incompleteness, or discrepancies between said Project CADD files and said printed versions of the Contract Documents.

END OF SECTION





## SECTION 00 73 20

## EXISTING UTILITY FACILITIES

## 1.1 SUMMARY

- A. This Section includes special requirements for existing utilities and underground facilities owned or controlled by any person or entity, private or governmental, referred to herein as "Utility Operators," which may be encountered by Contractor performing the Work.
- B. Utility facilities in public streets that are within the jurisdiction of the Department of Public Works shall be governed by the applicable provisions of the San Francisco Public Works Code, Sections 906, 907, 908, 909, and 910. The Utility Crossings Specifications is based on agreements with non-governmental agencies for removal, support and relocation of privately-owned utility facilities.

## 1.2 EXISTING UTILITIES INDICATED

- A. The Contract Documents may identify or include utility occupancy drawings or utility reference drawings, hereinafter called "reference drawings," showing the approximate locations and other details, of pipes, conduits, structures and other utility facilities which are based on information and data furnished the City by the Utility Operators.
  - 1. Reference drawings do not form part of the Contract Documents. It is understood that the City makes no representation as to the completeness or accuracy of said reference drawings or other information available to Contractor and assumes no responsibility therefor.
- B. With respect to existing utility facilities, the Contractor shall assume the cost and responsibility for the following:
  - 1. Reviewing and checking all such reference drawings or information.
  - 2. Locating all underground facilities indicated in the reference drawings or other information available to Contractor.
  - 3. Coordinating the Work with the Utility Operators and construct the Work to clear existing utility facilities.
  - 4. The safety and protection of all such utility facilities as provided in Article 12 of the General Conditions (Section 00 72 00) and repairing damage thereto which may result from the Work.
  - 5. Removing, adjusting, and relocating existing utility facilities located in, over or around the location of the Work as necessary to allow the prosecution of the Work, when such work to the existing utility facilities is indicated in the Contract Documents.

## 1.3 EXISTING UTILITIES NOT INDICATED

- A. Consistent with the provisions of section 4215 of the California Government Code, the City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utilities located on the site of the Work, if such utilities are not identified in the Contract Documents, reference drawings or other information available to Contractor.
- B. Contractor shall notify promptly the City and the Utility Operators in writing, and before further disturbing conditions affected thereby, of such unforeseen or differing utilities it discovers while performing the Work.
- C. Contractor shall negotiate with the Utility Operator, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.

- D. For Work which physically conflicts with existing non-City owned utilities that were not indicated in the Contract Documents, the Contractor shall seek reimbursement for additional cost incurred from the non-City Utility Operator.
- E. For Work which physically conflicts with existing City owned utilities that were not indicated in the Contract Documents, the Contractor will be compensated per Subsection 1.4
- F. Contractor will be granted a non-compensable time extension and shall not be assessed liquidated damages for delay in completion of the Work if the delay was caused by such existing main or trunk line utilities in direct conflict with the Work and not indicated in the Contract Documents, reference drawings or other information available to Contractor.
- G. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the extra work could have been avoided by:
  - 1. reasonable examination, investigation, exploration, test or study of the site and contiguous areas as required by the Contractor to locate all underground utility facilities and coordinate such existing utilities with the work prior to commencing the Work; or
  - 2. reasonable inference from the presence of other visible facilities, such as buildings, meter, utility castings, junction boxes, vaults, and etc., to locate all underground utility facilities and coordinate such existing utilities with the Work prior to commencing the Work.

#### 1.4 GOVERNMENTAL FACILITIES IN THE CITY OF SAN FRANCISCO

- A. Contractor shall satisfactorily support, work around, and protect, as approved by the City, all facilities, whether shown on the Drawings or not, which exist within any excavation and which are owned or controlled, and maintained, by a City department or other authority in the exercise of a governmental function, including, but not limited to, traffic control, lighting, police communication and fire alarm systems, and all conduits, wiring and related appurtenances for such systems; sewers and sewer structures; Water Enterprise facilities; pipes and facilities of the Auxiliary Water Supply System for Fire Protection; the Municipal Railway and Hetch Hetchy Water and Power overhead lines and power feeder systems serving the Municipal Railway; and other Hetch Hetchy Water and Power facilities.
  - 1. Municipal Railway facilities, Hetch Hetchy Water and Power facilities serving the Municipal Railway, and other Hetch Hetchy Water and Power facilities, if encountered, shall be supported in a manner satisfactory to the City.
  - 2. Auxiliary Water Supply for Fire Protection facilities, if encountered, shall be supported by a minimum of one cable with turnbuckle, a strongback, and a beam spanning the trench; however, where a joint falls within the trench area, a cable with turnbuckle shall be placed on each side of the joint. All such support work shall be subject to the approval of the City before commencement thereof. After supports are removed and the pipe is sufficiently supported by partial backfill, but with the joints exposed, the pipe shall be subjected to a hydrostatic field test of 350 psi pressure in accordance with section 908.22 of the DPW Standard Specifications (refer to Division 1 for reference standards) before final backfill is placed. If a joint is visibly wet, Contractor shall repair the joint in accordance with section 910 of the DPW Standard Specifications.
  - 3. If vitrified clay pipe side sewers or culverts are encountered, Contractor may elect, in lieu of supporting such side sewers and culverts, to cut and restore those portions of the side sewers and culverts which obstruct the prosecution of the Work, provided that it complies with the provision of section 301 of the DPW Standard Specifications regarding the handling and disposal of seepage, storm water and sewage.
  - 4. Water Enterprise facilities, if encountered, shall be supported as follows:

- a. Push-on joint pipes: Pipes shall be supported by a minimum of one cable with turnbuckle, a pipe clamp and a beam spanning the trench; however, where a joint falls within a trench area, a cable with turnbuckle and pipe clamp shall be placed on each side of the joint.
  - b. Copper tubing and plastic pipes (service pipes 2 inches or smaller in diameter): If the trench is less than 8-foot wide, no support is required. For trenches wider than 8 feet, one support is required for every additional 8 feet or part thereof.
  - c. Steel welded pipes: Pipes shall be supported in a manner satisfactory to the General Manager of the Public Utilities Commission of the City and County of San Francisco.
  - d. Contractor shall submit support designs for approval and start work only with approved support designs.
- 5. The adjustment of manhole castings and other castings of governmental facilities, and the paving adjacent thereto, shall be done in accordance with the requirements of section 217 of the DPW Standard Specifications.
- B. Supporting, working around, and protecting existing governmental facilities indicated in the Contract Documents, reference drawings or other information available to Contractor shall be considered incidental work and no direct or additional payment will be made therefor.
- C. Governmental facilities not shown on the Contract Documents, reference drawings or other information available to Contractor that require removal, adjustment or relocation to avoid direct physical conflict with the facilities to be constructed under the Contract shall:
  - 1. be removed or adjusted by Contractor in accordance with the provisions of the Contract Documents; or
  - 2. in the absence of such provisions, be removed or adjusted by Contractor on a force account basis as set forth in Paragraph 6.07 of General Conditions (Section 00 72 00); or
  - 3. be removed or adjusted by other suitable procedure at the City's expense.

#### 1.5 NON-GOVERNMENTAL FACILITIES IN THE CITY OF SAN FRANCISCO

- A. The procedure to be followed with respect to non-governmental utility facilities owned or controlled by any person, company, firm or corporation, in the exercise of a proprietary function is covered by sections 906, 907, 908, 909, and 910 of the San Francisco Public Works Code (part II, chapter X, of the Municipal Code).
- B. The method of application of the provisions of these Public Works Code sections is described in the following subparagraphs:
  - 1. If the cost of removing or adjusting a utility facility, (a) materially exceeds the cost of so modifying the Work that it can be done satisfactorily without the removal or adjustment of the facility, or (b) materially exceeds the increase in the cost of Contractor's operations that would be occasioned to it by the uninterrupted presence of the facility if it were not removed or adjusted, then, in either case, the City will, if requested by the Utility Operator, waive the requirement that the facility be removed or adjusted and allow it to remain in place, provided that (1) the Utility Operator obtains the consent of Contractor to such waiver in return for such compensation, if any, by the Utility Operator as may be just and equitable and no expense is occasioned either directly or indirectly to the City by such waiver, (2) the City determines that it is economically and technically feasible to change the Project design without affecting its performance, and (3) the Utility Operator agrees to compensate the City for the expense, if any, of revising the Drawings and Specifications as necessary to accomplish the appropriate modification of the Work. Should a Utility Operator, in satisfying the requirements of the immediately preceding subparagraph, notify Contractor of its intention to leave the facility in place,

Contractor shall, within 10 days, furnish to the Utility Operator a quotation covering the entire cost of supporting, working around or protecting, as necessary, such facility. In the event a Utility Operator and Contractor cannot agree upon the amount of the compensation, if any, to be paid by the Utility Operator to Contractor, then the Director of the San Francisco Public Works, with or without the consent of Contractor, will, if he or she determines that it would be uneconomical and contrary to the public interest to remove or adjust the utility facility, and if the Utility Operator promises in writing to pay to the City the amount of the expense incurred by the City under the Change Order next hereinafter mentioned, waive the requirement that the facility be removed or adjusted and will issue an appropriate Change Order to Contractor in accordance with the provisions of Article 6 of the General Conditions (Section 00 72 00) to modify the Work or to modify its operations, as the case may be, as necessary to accommodate the continued presence of the facility.

2. In lieu of the procedures set forth in subparagraph 1.5B.1, agreements have been executed between various utility companies and agencies, and the City, enabling such companies and agencies to have included in City contracts the work of supporting, working around, and protecting their facilities. The work of supporting, working around, and protecting such facilities may or may not be included in a contract. Such work, if included in a contract, will be paid for by the various utility companies and agencies directly to Contractor in conformance with the provisions of the Utility Crossing Specifications (Section 00 73 21). Requirements for performance of this work are also contained in the Utility Crossing Specifications. Such work, if not included in a contract, but encountered in the field, shall be subject to the provisions of this Article, excluding this subparagraph 1.5B.2.

- C. Pursuant to the provisions of subparagraphs 1.5B.1 and 1.5B.2, Contractors shall not include in their Bids expense on account of the presence, or possible presence, of non-governmental utility facilities, except only that which might be included for forming around manhole frames and other castings with boxes as specified in section 217 of the DPW Standard Specifications.
- D. If during the course of the Work an unexpected interference by a non-governmental utility facility is discovered, Contractor shall immediately notify the Utility Operator of the interfering facility so that the required procedure outlined in subparagraph 1.5B.1 or 1.5B.2, as applicable, may be followed in a manner to cause no delay in the Work.

#### 1.6 ABANDONED UTILITY FACILITIES

- A. These provisions do not apply to abandoned utility facilities. Any increase in the cost of Contractor's operations occasioned by the presence and/or removal of abandoned facilities shall be at the sole expense of Contractor and no additional payment will be made by the former Utility Operators or by the City, except that removal of abandoned utility facilities, not shown on the Drawings or specified to be removed, shall be removed by Contractor on a force account basis as provided in Paragraph 6.07 of the General Conditions (Section 00 72 00).

#### 1.6 USE OF PAVEMENT BREAKER ADJACENT TO UTILITY FACILITIES LIMITED

- A. In accordance with the requirements of section 373 of the Public Works Code, Contractor may use pavement breakers or other labor-saving devices; however, the use of any machine or device that breaks pavement by blows struck by a falling or driven hammer or weight is prohibited within a horizontal distance of 6 feet from any gas, sewer, water or Auxiliary Water Supply System pipe, communications duct or any other utility facility.
  1. Such prohibition, however, shall not be construed as barring the use of hand tools or manually operated air tools such as jackhammers.

END OF SECTION





## SECTION 00 73 21

## UTILITY CROSSINGS SPECIFICATIONS (Effective January 2018)

## SECTION U1. SUPPORT, WORK AROUND, AND PROTECT EXISTING UTILITY COMPANY FACILITIES-GENERAL SPECIFICATIONS

**I. General**

Contractor shall support, work around, and protect Pacific Gas and Electric Company (PG&E), Pacific Bell Telephone Company D/B/A AT&T California (AT&T), and Comcast Corp. (Comcast) facilities, as applicable, where shown on the Drawings or where directed, at utility crossings which exist within the excavations and interfere with the prosecution of the work because of their presence.

This Section covers supporting documentation required from Contractor and direct payment by Utility Company to the Contractor for all costs incurred as a result of the work performed by the Contractor to support, work around and/or protect Utility Facility within the Project Limit.

A "Utility Crossing" is defined as any facility (Utility Main, Duct Structure, or Service) located within the excavation area, where the facility will remain in place and will not be relocated, abandoned in place, or removed.

If provided by the Utility Companies prior to advertisement of this Contract, Utility Contract Drawings showing Utility Crossings will be incorporated into the Contract Drawings. Utility facilities which the Utility Company intends to adjust or abandon thus eliminating the need for Contractor to support, work around, or protect will also be shown. Estimates of the cost of Utility Crossing work will be included with the Drawings.

Within 45 calendar days of notification of the award of the City contract, PG&E, AT&T, and Comcast, as applicable, will execute a payment agreement with the Contractor and will pay said Contractor directly for the work of supporting, working around, and protecting such facilities, according to the Cost of Fixed Price Schedule, hereinafter set forth. The Utility Company is not required to accept or pay invoices submitted to Utility Company by a subcontractor. Prime contractor will not be allowed to mark up the invoices for the support and work around costs from the Subcontractor.

Work at crossings of other non-governmental utility company facilities in public streets shall be in accordance with the provisions of Section 00 73 20, Article 1.5, unless otherwise specified.

Any PG&E, AT&T, and Comcast, or other non-governmental facilities, as applicable, that require relocation to avoid physical conflict with the facilities to be constructed under this Contract will be relocated by the appropriate Utility Company in accordance with the requirements of Section 00 73 20, Article 1.5, or treated as otherwise allowed therein.

**Fixed Price Schedule**

Utility Crossings where the length of the Facility is not more than 3 times the width of the excavation for excavation widths less than 18 feet, shall be priced pursuant to the Fixed Price Schedules hereinafter set forth, and submitted to the Utility Company for payment.

Excavation width will be the outside diameter or width of the City structure plus 3 feet. The length of a Utility Crossing is the centerline distance, in feet, of the portion of the Facility within the excavation area.

**Utility Co. Facility Support, Etc., Work Located in Contract but Utility Contract Drawings Omitted from Contract**

In the event that Utility Contract Drawings from PG&E, AT&T, and Comcast, as applicable, are not included in the Contract but the Estimate and General Location of the Support, Work Around and Protect Work are known and included in the Contract, all such work performed will be paid for by the Utility according to the Cost of Fixed Price Schedule hereinafter set forth.

Abandoned and other facilities which the DPW Standard Specifications provide may be cut or treated by Contractor at its expense are excluded from this coverage.

**Utility Co. Facility Support, Etc., Work Overlooked, Unexpected, and Not Shown on Utility Contract Drawings, but Ownership Known**

Support, Work Around and Protect Work for those Utility Crossings overlooked, unexpected, and not shown on Utility Contract Drawings and Estimates will be paid for by the Utility Company according to the Cost of Fixed Price Schedule hereinafter set forth plus an additional fifteen (15) percent surcharge for Contractor's profit and overhead.

Abandoned and other facilities which the DPW Standard Specifications provide may be cut or treated by Contractor at its expense are excluded from this coverage.

**No Surcharge for Certain Work**

Due to urgent and contingency nature of the following contracts and related work, an additional fifteen percent (15%) surcharge does not apply:

- Emergency Contract Work
- As Needed Contracts including As Needed Spot Sewer Repair and Job Order Contracts
- Added Scope (Via Change Order or Addendum)
- Work performed under conditional Bid items

**Negotiated Payment**

Notwithstanding the Fixed Price Schedules hereinafter set forth, the Utility Company and the Contractor shall directly negotiate the costs for other crossings and encroachments including following:

- "Parallel" Utility Crossings,
- Utility Crossings with lengths more than three times the width of the excavation, and/or
- Where the computed cost of any crossing exceeds \$10,174.

If a utility facility is located longitudinally and directly on top of the City trench or multiple utility facilities crossing the City trench are located too close to each other leaving no space in between for the Contractor to excavate and shore the trench, and there is a need to change the construction method to install City facilities, the increased cost shall be shared by various utility agencies and City based on the number and size of each Utility agency or City department facilities.

**Duct Structure**

Duct structure is one or more ducts, conduits or pipes, of any size, or a combination of such ducts, conduits or pipes, which are grouped together but which may or may not be banded, encased in concrete, or otherwise incorporated into a solid unit.

**Nested Utility Facilities**

Nested utility facilities are defined as facilities six- inches (6") or less in outside diameter or width and are less than 3 feet clear distance from each other regardless of ownership. In the case of nested facilities, each crossing shall be paid for according to the Cost of Fixed Price Schedule reduced by 33-1/3%.

**Abandoned or Inactive/Deactivated Facilities**Abandoned Facilities

Utility Company identifies abandoned facilities as facilities that they have stopped using with the intent of never using again. Utility Company may, but is not required to, specify abandoned facilities on its utility contract drawings. If City Contractor encounters unidentified utility company facility during construction, Contractor shall notify the Utility Company in accordance with paragraph "Unexpected or Unidentified Facilities". The Utility Company Inspector shall visit the site within the time mentioned to confirm that the facility is abandoned. If the Utility Company fails to confirm that facility is abandoned, the contractor will receive full payment per Fixed Price Schedule for support, work around and protect work performed.

Inactive/Deactivated Facilities

Utility Company identifies Inactive/Deactivated facilities as facilities that they have temporarily stopped using with the possible intent of future use. Utility Company will specify on its utility contract drawings Inactive Facilities. The Contractor will perform Utility Company Reimbursed Work around Inactive Facilities unless otherwise instructed by the Utility Company on the Utility Contract Drawings.

Flushing

Within 48 hours of the Utility Company's receipt of notice pursuant to paragraph "Unexpected or Unidentified Facilities", the Utility Company will either flush or inform the Contractor that the Utility Company has already flushed all Abandoned gas Facilities or Inactive/deactivated gas Facilities prior to removal by the Contractor.

Removal of Abandoned Facilities or Inactive Facilities

If necessary to construct City Project, the removal of Abandoned Facilities, and Inactive Facilities that the Company specifies on its Utility Contract Drawings that it intends to abandon will be at the Contractor's sole expense, except for removal of PG&E and AT&T owned duct banks, and conduits or pipes larger than twelve-inch (12") in outside diameter. Utility Company and the Contractor will negotiate the cost for removal of such PG&E and AT&T duct banks, and conduits or pipes larger than twelve-inch (12") in diameter.

Any increase in the cost of the Contractor's operations occasioned by the presence and/or removal of other abandoned subsurface facilities shall be handled in accordance with section 700.09 of the DPW Standard Specifications.

**Payment Only for Work Performed by the Contractor**

The Utility Company will not pay the Contractor unless actual work to support, work around and/or protect Utility Company's Facilities was performed. No payment shall be due to the Contractor if the Utility Company crews respond and are supporting, working around, and/or protecting their Company's Facilities, such as in an emergency, or if the Contractor does not actually perform any work or undertake any action to support, work around or protect the Utility Company's Facilities.

**Third Party Insurance**

The Contractor shall provide third party insurance naming the affected Utility Company or Utility Companies in addition to the City as an insured against claims for property damage and personal liability arising directly or indirectly from Utility work performed by the Contractor.

**II. Contract Activities****The Contractor Measurement**

The Contractor shall measure the outside diameter or width of Utility Crossings to the nearest inch (outside diameter **excluding** any fittings, bells, or gate valves) and length of the Utility Crossings to the nearest foot to determine the cost of each Utility Crossing according to the Fixed Price Schedule hereinafter set forth.

**Utility Company's Right of Confirmation**

The Utility Company shall have the right to confirm measurements with the Contractor but all disagreements shall be resolved without delay to the City Project.

**Variations and Cost Adjustments**

The Contractor shall notify the Utility Company immediately of any variation of Utility Crossings from the Utility Contract Drawings and/or estimate that require cost adjustment and such cost adjustments shall be settled within no more than two business days without delay to the City Project. Contractor shall also notify the City Representative immediately of any such variations, and any disagreement between Contractor and the Utility Companies regarding Utility Crossings will be decided prior to backfilling by the Director of Public Works or his or her designated City representative. The decision of the Director of Public Works will be final. The Contractor's only recourse is to file a claim.

**Verification and the Contractor Itemization**

Contractor shall keep an itemized record of the Utility Crossing work done, noting any variations from the Utility Contract Drawings and Estimates. The itemized record shall be maintained and copies submitted monthly to Company and the City as the City Contract work progresses, or as otherwise agreed by Company and City Contractor.

**Supporting Documentation for City Projects other than Spot Sewer Repair Contracts**

The Contractor shall, at a minimum, submit the following supporting documentation with each invoice submitted to the Utility Company for payment:

- Utility Facility Crossing Support and Work Around Summary and "Drawing for Support and Work Around Invoice for Utility Facilities" identifying Company reimbursed work by type of facility, and shall include following:
  - Identification of all Utility Crossings by alpha-numerical numbering system (e.g., E1, E2, G1, G2);
  - Location and size of all Utility Crossings
  - Length of all Utility Crossings
- Photos of following Utility Crossings:
  - Utility Crossings where the size of the Facility varies from that shown on Utility Contract drawings or estimates; any change of measurement requires one photo per block per size variation.
  - Utility Crossings not shown on Company's Utility Contract Drawings or estimates.
  - Parallel Utility Crossings showing measurements and potential facilities support
  - Utility Crossings six-feet (6') or longer unless:
    - Shown on Utility Contract Drawings and/or estimates and no variance.
    - Facility is a lateral that is crossing the City main facility trench having 6 feet or greater trench width and crossing length does not exceed the trench width.

**Supporting Documentation for Spot Sewer Repair Contracts**

The Contractor shall, submit following documentation with each invoice submitted to the Company for payment for Spot Sewer Repair Contracts:

- Utility Facility Crossing Support and Work Around Summary.
- "Drawing for Support and Work Around Invoice for Utility Facilities" identifying company reimbursed work by block, type of facility and shall include following:
  - Identification of all Utility Crossings by alpha-numerical numbering system (e.g., E1, E2, G1, G2);
  - Location and size of all Utility Crossings

- Length of all Utility Crossings.
- Invoice and as-built templates should be utilized and all information filled out in its entirety (e.g. City Representative's Name and Signature, Date, the Contractor's Full Name, Signature, etc.)
- Photos of following Utility Crossings:
  - All Duct Bank Structures and related measurements
  - All Utility Crossings six-feet (6') or greater in length
  - All unmarked active Utility Crossings that are supported
  - Each utility that varies in size and/or location from USA street marking(s).
- Underground Service Alert ticket number

## Photos

All photos must include:

- Label with Utility Crossing Reference Number
- Name of Street or Intersection
- Above-ground picture that includes a landmark (street sign, or house) that helps identify location of the crossing.

## Unexpected or Unidentified Facilities

If, during the course of the work, an unexpected or unidentified interference is discovered, the Contractor shall immediately call this fact to the attention of all Utility Companies, including appropriate City Departments. The City Departments and Utility Company shall have 48 hours from receipt of such notification including at least 8 working hours to determine ownership and provide direction to the Contractor for disposition of the facility which are not in direct conflict with City Project work and can be supported, worked around and protected in the trench. However, if the unidentified facility is in direct physical conflict with the City Project work and the Contractor cannot proceed further without resolution, the Utility Company and City Departments will visit the site as soon as possible within the 24 hours from receipt of such notification to determine ownership and provide direction to the Contractor. The time allowance shall include at least 8 working hours. If the ownership of the unidentified facility is unknown, the Contractor shall call Underground Service Alert (USA) requesting Utility Agencies to visit the site to identify the ownership. If no determination can be made after the aforementioned procedure is followed, the Contractor will follow the direction of the City Representative or authorized designee. Disposition shall be in accordance with the applicable requirements of Section 00 73 20, Article 1.5, if such facilities are owned by companies other than PG&E, AT&T, and Comcast. If ownership is by one or more of PG&E, AT&T, and Comcast, disposition shall be as hereinbefore set forth under the heading, "Utility Co. Facility Support, Etc., Work Overlooked, Unexpected, and Not Shown on Utility Contract Drawings, But Ownership Known."

## Progress Payments

Progress payment for the utility crossing work done shall be made by Company within ninety (90) days of receipt of an invoice from the Contractor submitted along with the supporting documentation listed above.

## III. METHOD OF DETERMINING UTILITY CROSSING COSTS

### Fixed Price Schedule (Effective January 2018)

The cost of support, work around and protection of utility mains, duct structures and services shall be based on the outside diameter or width of said Facilities and the length of the Utility Crossing.

In the following schedules the maximum outside diameter shall mean outside diameter of pipe, conduit, service, duct or main **excluding** any fittings, bells, or gate valves, and width shall mean the distance measured horizontally across the duct structure.

$$\text{Cost of Utility Crossing} = \text{Fixed Cost} + \text{Support Cost}$$

**Group I: Length of Crossing less than Six (6) Feet**

<b>Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure</b>	<b>Fixed Cost</b>	<b>Support Cost Per Foot of Length of Crossing</b>
4 inches or less	\$572	0
Over 4 inches to 20 inches	\$572 + \$95 per inch over 4 inches	0
Over 20 inches	\$2,097 + \$159 per inch over 20 inches	0

**Group II: Length of Crossing Six (6) Feet to Twelve (12) Feet**

<b>Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure</b>	<b>Fixed Cost</b>	<b>Support Cost Per Foot of Length of Crossing Over Six Feet</b>
4 inches or less	\$731	\$95
Over 4 inches to 20 inches	\$731 + \$102 per inch over 4 inches	\$95
Over 20 inches	\$2,186 + \$159 per inch over 20 inches	\$95

**Group III: Length of Crossing greater than Twelve (12) Feet**

<b>Maximum Outside Diameter Of Main And Service Or Width Of Duct Structure</b>	<b>Fixed Cost</b>	<b>Support Cost Per Foot of Length of Crossing Over Twelve Feet</b>
4 inches or less	\$1,303	\$127
Over 4 inches to 20 inches	\$1,303 + \$114 per inch over 4 inches	\$127
Over 20 inches	\$3,133 + \$191 per inch over 20 inches	\$159

**SECTION U2. SUPPORT, WORK AROUND, AND PROTECT EXISTING PACIFIC GAS AND ELECTRIC COMPANY (PG&E) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS**

The requirements for supporting, working around, and protecting existing Pacific Gas and Electric Company (PG&E) underground electric, gas and steam facilities are as follows:

For pipe and conduit in sizes up to and including 6 inches inside diameter, spans of less than 6 feet shall be considered self-supporting unless otherwise directed by the City or by the PG&E inspector through the City Representative. Spans of 6 feet and more, but not to exceed 12 feet, shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional 6 feet or fraction thereof of span. Cables and turnbuckles shall be located to support

joints, valves and other fittings. Cast iron joints and valves, where encountered, shall be supported on both sides.

For pipe and conduit in sizes larger than 6 inches inside diameter, spans shall be supported by beams with cables and turnbuckles located at intervals not to exceed ten times the diameter of the pipe measured in inches, unless otherwise directed by the City or PG&E inspector through the City Representative. Cable and turnbuckles shall be located to support joints, valves, and other fittings. Cast iron joints and valves, where encountered, shall be supported on both sides.

Concrete-encased duct lines and/or concrete-encased steam lines shall not be considered as self-supporting, but may be so designated by the City or PG&E inspector through the City Representative, upon a visual examination of the concrete envelope.

Beams, cables and turnbuckles for supporting steel pipe and/or conduit shall be adequately sized to limit the deflection so as not to exceed length of span in feet divided by 360.

### **Length of span in feet**

Beams, cables and turnbuckles used for supporting cast iron pipe shall be adequately sized to insure that no deflection will occur.

Beams, cables and turnbuckles used for supporting concrete encased duct lines and/or concrete encased steam lines shall be adequately sized and spaced to insure that no deflection will occur.

For multi-way conduits, spacers shall be placed to maintain conduit separation at point of support. 2-inch x 4-inch wood softeners shall be used with all cable slings to prevent damage to pipe, coating, wrapping or concrete encasement. However, slings supporting unreinforced concrete encased pipe must also incorporate strongbacks to prevent cracking of concrete.

Contractor shall exercise due care to avoid damage to pipe and pipe coatings, wrapping or concrete encasement. Should Contractor damage or displace any PG&E facility Contractor shall notify the PG&E immediately by calling Gas Dispatch at 995-5666 (gas and electric facilities). Repairs or replacements will be made by the PG&E. However, all expenses in connection therewith shall be borne solely by Contractor. Contractor shall notify the PG&E Inspection Department at 695-3358 one week prior to excavating so that all crossings can be verified.

## **SECTION U3. SUPPORT, WORK AROUND, AND PROTECT EXISTING PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA (AT&T) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS**

### **General**

The requirements for supporting, working around, and protecting existing AT&T underground facilities are as follows:

### **Requirements for Supporting AT&T Ducts**

A single duct spanning less than 6 feet shall be considered self-supporting unless otherwise directed by the City or by the AT&T inspector through the City Representative.

A single duct spanning more than 6 feet shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional 6 feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Duct structures consisting of 2 or more single ducts not encased in concrete and spanning more than 4 feet, shall be banded with at least 2 bands and supported by a beam with at least one cable and turnbuckle. For spans over 8 feet, an additional set of bands, cable and turnbuckle shall be installed for each additional 4 feet or fraction thereof of span. Banding of ducts shall be done in such a manner as to not distort the normal configuration of the structure.

Duct structures consisting of 2 or more single ducts, encased in concrete and spanning more than 4 feet, shall be supported by a beam with at least one cable and turnbuckle. For spans over 8 feet, an additional cable and turnbuckle shall be installed for each additional 4 feet or fraction thereof of span.

Multiple-duct structures of vitrified clay and/or concrete shall be supported for the complete width of the trench. The support shall consist of planking or beams equal in width to the width of the structure and banded to it. This structure in turn shall be supported by a beam with at least one cable and turnbuckle placed every 4 feet or fraction thereof so as to maintain the existing position and alignment of the duct structure.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

#### **Requirements for Protecting AT&T Ducts**

Single ducts shall be protected if required. This determination will be made by the City or by the AT&T inspector through the City Representative.

Duct structures having top and bottom wood planking or encased in concrete will not require additional protection unless otherwise directed by the City or by the AT&T inspector through the City Representative.

All other multiple duct structures, with the exception of steel pipe in good condition, shall be protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure.

#### **Damage or Displacement of AT&T Facilities**

Should Contractor damage or displace any AT&T owned facility, the Cable Maintenance Department of AT&T shall be notified immediately by calling 863-6906. Repairs or replacements will be made by AT&T. However, all expenses in connection therewith shall be borne solely by Contractor.

#### **SECTION U4. SUPPORT, WORK AROUND, AND PROTECT EXISTING COMCAST CORP. (COMCAST) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS**

##### **General**

The requirements for supporting, working around, and protecting existing Comcast underground facilities are as follows:

##### **Requirements for Supporting Comcast Corp. Ducts**

A single duct spanning less than six (6) feet shall be considered self-supporting, unless otherwise directed by the Comcast engineering coordinator or the Comcast inspector, through the City Representative.

A single duct spanning more than six (6) feet shall be supported by a beam with at least one cable and turnbuckle. For spans over twelve (12) feet, an additional cable and turnbuckle shall be installed for each additional six (6) feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.



Duct Structures consisting of two (2) or more single ducts spanning more than four (4) feet shall be banded with at least two (2) bands and supported by a beam with at least one (1) cable and turnbuckle. For spans over eight (8) feet an additional set of bands, cable, and turnbuckle shall be installed for each additional four (4) feet or fraction thereof of span. Banding of ducts shall be done in such a manner as to not distort the normal configuration of the structure.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

#### **Requirements for Protecting Comcast Ducts**

Single ducts shall be protected if required. This determination will be made by the Comcast engineering coordinator or by the Comcast Corp. inspector, through the City Representative.

Duct Structure having top and bottom wood planking will not require additional protection unless otherwise directed by the Comcast engineering coordinator or the Comcast Corp. inspector through the City Representative.

All other multiple duct structures shall be protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure.

#### **Damage or Displacement of Comcast Facilities**

Should Contractor damage or displace any Comcast owned facility the proper authorities shall be notified immediately by calling (888) 824-8219. Repairs or replacements will be made by Comcast. However, all expenses in connection therewith shall be borne solely by Contractor.

### **SECTION U5. SUPPORT, WORK AROUND, AND PROTECT EXISTING MUNI TRANSIT POWER (MTP) UNDERGROUND FACILITIES - STANDARD TECHNICAL SPECIFICATIONS**

#### **General**

The requirements for supporting, working around, and protecting existing Muni Transit Power (MTP) underground conduit and ducts are as follows:

#### **Requirements for Supporting MTP Conduits and Ducts**

Steel conduit spanning less than six feet shall be considered self-supporting unless otherwise directed by the City or by the MTP inspector through the City Representative.

Steel conduit spanning six feet and more shall be supported by a beam with at least one cable and turnbuckle. For spans over 12 feet, an additional cable and turnbuckle shall be installed for each additional six feet or fraction thereof of span. Cables and turnbuckles shall be located to support duct joints.

Beams, cables and turnbuckles for supporting steel conduit shall be adequately sized to limit the deflection so as not to exceed length of span in feet divided by 360.

Spacers shall be placed between multiple conduits in a manner to maintain conduit separation at points of support.

Concrete-encased ducts spanning more than four feet shall be supported by a beam with at least one cable and turnbuckle. For spans over eight feet, an additional cable and turnbuckle shall be installed for each additional four feet or fraction thereof of span for the complete width of the excavation.

Beams, cables and turnbuckles for supporting concrete-encased duct lines shall be adequately sized and spaced to insure that no deflection will occur.

Contractor shall provide adequate support and protection to prevent differential movement at the juncture of manholes and duct banks.

Duct structures consisting of dissimilar conduit materials shall be supported in the manner applicable to the most fragile portion of the structure.

#### **Requirements for Protecting MTP Conduits and Ducts**

Steel conduit shall be protected if required. This determination will be made by the City or by the MTP inspector through the City Representative.

Duct structures having top and/or bottom wood planking or encased in concrete will not require additional protection unless otherwise directed by the City or by the MTP inspector through the City Representative.

All other duct structures, such as unprotected tile and the like, shall be adequately protected by the placement of wood planking or sheeting no less than 1/2-inch in thickness and equal in width to the width of the structure. The top, bottom and sides shall be covered as necessary, depending on Contractor's operations and the conditions of the work.

#### **Damage or Displacement of MTP Facilities**

Should Contractor damage or displace any MTP-owned facility, the General Superintendent of Facilities Maintenance shall be notified immediately by calling 554-9221. Repairs or replacements will be made by MTP. However, all expenses in connection therewith shall be borne solely by Contractor.

#### **Conduits to Pole Risers to be Considered as Services**

For the purpose of payment, conduits that run directly from a manhole or pull box to a pole riser shall be considered to be a service and will be paid for according to the Cost of Utility Crossing Schedule.

END OF SECTION

## SECTION 00 73 25

## CULTURAL RESOURCES

## 1.1 SUMMARY

- A. This Section includes procedures to provide for protection, removal, or investigation of cultural findings, and to provide Contractor such compensation or relief as may be appropriate for unforeseen work or for work suspension directed by the City under the provisions of the Contract Documents.
- B. Pursuant to the National Historic Preservation Act of 1966, (16 U.S.C. 470), the City intends to provide for the preservation and protection of materials of a cultural resource nature as it may be of scientific or historical value.

## 1.2 DISCOVERY OF CULTURAL RESOURCES

- A. If potential cultural resources are discovered at the Site, the following procedures are to be instituted:
  - 1. Promptly report all subsurface archaeological finds to the City. Prehistoric finds shall also be reported to local Native American organizations.
  - 2. The City will issue a written order to suspend Work in accordance with Paragraph 14.02 of the General Conditions directing Contractor to cease all construction operations only at the location of such potential cultural resources find.
  - 3. The City's archaeologist will assess the significance of the find, and immediately report to the City Environmental Review Officer (ERO), who will recommend specific additional mitigation measures as necessary to minimize potential effects on cultural resources. Such mitigation measures may include additional site security; on-site investigations by an archaeologist; and documentation, preservation, and recovery of cultural materials. Following review and approval of the City archaeologist's report by the ERO, copies of the final report will be sent to the California Archaeological Site Survey Northwest Information Center and the President of the Landmarks Preservation Advisory Board.
  - 4. If human remains are encountered, all work in the area must halt and the San Francisco County Coroner must be contacted, pursuant to California Public Resources Code Sections 5097.98, and 5097.99.
- B. Cost or time impacts as a result of a suspension under this Document shall be resolved as provided in the General Conditions. Refer to Article 6 for Changes and Article 13 for Claims.
- C. For Work suspensions there shall be no compensation to Contractor for any delays up to a total of 20 working days due to the City's order to suspend Work.

END OF SECTION



## SECTION 00 73 27

## SPECIFIC PROJECT REQUIREMENTS

## 1.1 SUMMARY

- A. This Section includes special project conditions, environmental mitigation measures, and requirements for accessibility, controlling construction noise, use of potable water for construction, excavation in the public right of way, and air and water quality to comply with City regulations affecting construction Work at the Site.
- B. All requirements in this Section are incidental work, unless specified otherwise.
- C. Any and all provisions herein shall be applicable as to all work performed within the City and County of San Francisco.
  - 1. As for work performed outside the legal and geographical boundaries of the City and County of San Francisco, Contractor shall comply with any and all applicable federal, state, and/or local regulations concerning any and all matters addressed by Section 00 73 27 herein.
  - 2. Contractor shall be solely responsible and fully liable for any and all failures to comply with the aforementioned regulations, and shall unconditionally and fully indemnify the City for any damages resulting therefrom.

## 1.2 PROJECT CONDITIONS

- A. Contractor shall be responsible for all costs necessary to prevent its operations from violating any federal, state, or local governmental regulations and the requirements of the Contract Documents.
- B. If Contractor does not observe said regulations or the requirements specified herein, or promptly take all required remedial actions to the City's satisfaction, the City will withhold progress payments to Contractor until satisfactory compliance has been accomplished.
- C. The City will monitor Contractor's adherence to the requirements specified herein and will report on Contractor's compliance pursuant to California Assembly Bill 3180 (chapter 1232).
  - 1. Said monitoring and reporting activities may include, but are not limited to, qualitative, quantitative and video observations and data collection on the impacts of noise, air quality, traffic, street pavement damage, water quality, archaeology, and hazardous materials.
  - 2. Contractor shall cooperate with such monitoring activities, provide access to the Work Site to establish and secure monitoring stations, and make its facilities and records available to the City for performing such monitoring.
- D. Contractor shall be informed about, coordinate, schedule, and perform Work in consideration of adjacent property owners and other activities and construction work in the area.
  - 1. Contractor will be granted an equitable time extension for Unavoidable Delays caused by the City subject to the provisions of Paragraph 7.02 of the General Conditions.

## 1.3 CONSTRUCTION NOISE REQUIREMENTS

- A. Contractor shall comply with the City's Noise Control Ordinance (article 29 of the San Francisco Police Code, Ordinance No. 274-72).
  - 1. Contractor shall be responsible for fines or violations pertaining to these ordinances, at no cost to the City.

2. Provide advance notice to residents and affected businesses in the area of the Site of times, dates and location of construction activities.
  3. Coordinate and schedule Contractor's construction operations to conform to all City requirements and restrictions.
  4. Contractor shall implement mitigation controls to ensure compliance with the construction noise levels allowed. The maximum noise level from any powered construction equipment shall not be greater than 80dBA at 100 feet. This translates to 86dBA at 50 feet (dual units not applicable, as these are specific field and instrument measurements).
- B. Use appropriate construction methods and equipment and furnish and install acoustical barriers so that noise emanating from the construction will not exceed noise levels pursuant to the City's Noise Control Ordinance.
1. Muffle and shield intakes and exhausts, shroud or shield impact tools, as feasible,
  2. Use electric-powered rather than diesel-powered construction equipment,
  3. Enclose equipment such as large compressors, generators, and large de-watering pumps at a minimum in one-inch-thickness plywood sheds.
  4. Equip pavement breakers and jackhammers with acoustically attenuating shield or shrouds.
  5. Select haul routes that minimize intrusion to residential areas.
  6. Select construction processes and techniques that create the lowest noise levels.
- C. Prepare a written Noise Control Program to mitigate the construction noise impacts and to comply with the noise criteria specified herein, including the method of construction, the equipment to be used, and acoustical treatments as necessary. Implement the program and keep a copy at the project site to be submitted to the City Representative upon request.
- D. The City, at its own discretion, will monitor construction noise as part of the environmental monitoring process. When noise levels exceed the noise limits pursuant to article 29 of the San Francisco Police Code, Contractor shall stop work for alternate methods and equipment or place restrictions on construction operations to further limit the noise as directed by the City.

#### 1.4 NIGHT AND WEEKEND NOISE REQUIREMENTS

- A. Except as specifically set forth in these Specifications, Contractor shall not perform work between the hours of 8:00 p.m. and 7:00 a.m. of the following day if the noise level created thereby is in excess of the ambient noise level by 5 dBA at the nearest property line, unless a noise permit therefor has been obtained pursuant to the Police Code section 2908.
1. Apply for City noise permits through the City Representative at least 3 working days in advance of night (i.e., between 8:00 p.m. and 7:00 a.m.), weekend, and holiday work. The requirements of the Contract Documents, including safety requirements, shall apply for all night, weekend, and holiday work performed.
  2. If Contractor is directed in the Contract Documents or by special written notice from the City Representative to perform any part of the work between the hours of 8 p.m. and 7 a.m. or on weekends or holidays, the Contractor must obtain and comply with a City noise permit prior to starting any work. The noise permit shall be obtained from and approved by Bureau of Street Use and Mapping, 1155 Market Street, 3<sup>rd</sup> Floor, San Francisco, CA 94103.
  3. Refer to Section 00 72 00 for definition of Regular Working Hours.

#### 1.5 REQUIREMENTS FOR PLACEMENT OF BARRICADES

- A. Comply with the requirements of San Francisco Department of Public Works Guidelines for the Placement of Barricades at Construction Sites (DPW Order No. 167,840). Refer to this

website for a copy of DPW Order No. 167,840:

<http://www.sfpublishworks.org/services/project-manual-and-reference-documents>

- B. Provide and maintain at least one accessible path-of-travel for pedestrians around the construction site consistent with applicable federal, state, and local laws, including the Americans with Disabilities Act and the California Building Code (Title 24, Part 2, Accessibility Standards).
- C. Contractor will be assessed liquidated damages in the amount of one thousand dollars (\$1,000) per calendar day for each day Contractor fails to comply with the requirements for accessibility and placement of barricades.

#### 1.6 REQUIREMENTS FOR USING WATER FOR CONSTRUCTION

- A. Contractor shall comply with Article 21 of the San Francisco Public Works Code, which restricts the use of potable water for soil compaction and dust control activities to the extent not directly in conflict with any applicable federal, state, or local law.
- B. Contractor shall apply to the San Francisco Public Utilities Commission (SFPUC) Wastewater Enterprise (WWE) for a permit to use recycled water for soil compaction and dust control activities.
  - 1. Contractor shall submit a completed permit application as directed on the SFPUC Recycled Water Fill Station website: <http://sfwater.org/index.aspx?page=953>. If SFPUC WWE approves the application, Contractor will be issued a permit and provided instruction for use of the Recycled Water Fill Station.
  - 2. Contractor will be responsible for the handling and transportation of recycled water in accordance with the approved permit. Contractor will also be responsible for any permit and discharge fees.
  - 3. If the SFPUC denies the permit application because the use of recycled water falls within one or more of the restrictions of Title 22, Division 4, Chapter 3 of the California Code of Regulations, and the applicable General Order under which the SFPUC is bound at the time the application is processed, the permit application will be redirected for approval of potable water for these activities as directed in Paragraph C below.
- C. Potable Water:
  - 1. Contractors will be directed to the SFPUC, Customer Service Bureau (CSB), at 525 Golden Gate Avenue, San Francisco, to complete a potable hydrant meter application. Once the application has been completed and approved, CSB will provide Contractor with a receipt.
  - 2. Contractor shall pay the costs of permit fees, connection fees, meters, and all water usage furnished by the SFPUC under the established water service account. The City will not reimburse these costs.
  - 3. Contractor shall bring the receipt as proof of payment to the City Distribution Division (CDD) at 1990 Newcomb Street, San Francisco, to collect the hydrant meter. Contractor shall bring the meter to CDD monthly for readings and payments.

## 1.7 AIR QUALITY REQUIREMENTS

- A. The Contractor shall provide dust control measures during construction in accordance with the requirements of the Contract Documents. Prior to starting Work at the site, the Contractor shall prepare a Dust Control Program to minimize potential public health impacts associated with visible dust emissions and air quality pollutants. Said dust control program shall include measures to minimize impacts to sensitive receptors associated with exposure to respirable nuisance dust (PM10) and the following requirements to achieve a goal of "No Visible Emissions". The Contractor shall implement the dust control program for the project duration and maintain a copy at the project site to be submitted to the City Representative upon request.
- B. Comply with the following requirements in accordance with San Francisco Department of Public Works Dust Control Order (DPW Order No. 171,378). Failure to comply with DPW Order No. 171,378 shall subject Contractor to fines of \$1,000 per day for each day a violation is not corrected.
1. Minimize dust generation to reduce health risks to workers and the public.
  2. Mist the immediate demolition area with a water spray to prevent airborne dust particles.
  3. Perform continuous water spraying during dust generating activities. Mist or spray in such a way as to prevent puddling or generation of runoff.
  4. Use dust enclosures, curtains, and dust collectors as necessary to control dust. The City may request dust scrubbers installation during demolition to minimize dust migration in the project site's occupied areas.
  5. Minimize the amount of demolition debris stored at the Site. Remove demolition debris, with the exception of hazardous materials or suspected hazardous materials, from the Site no later than the end of each workday.
  6. If hazardous materials or suspected hazardous materials are stored on Site, store such materials in accordance with all applicable Cal/EPA regulations, including providing storage in proper containers and protection from exposure to the elements. Remove such materials from the Site as soon as possible for disposal or recycling in accordance with applicable laws and regulations.
  7. Keep the Site and adjacent areas clean and perform wet sweeping at the end of each shift.
  8. Load haul trucks, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.
  9. Clean up spillage on City streets, whether directly or indirectly caused by Contractor's operations.
  10. Stockpiles soil, sand and other materials; shall be covered and protected at the end of the shift
- C. Comply with the requirements of the Bay Area Air Quality Management District (BAAQMD) regulation 6 (for particulate matter and visible emissions), regulation 7 "Odorous Substances," regulation 11 "Hazardous Pollutants," and the California Health and Safety Code division 26 "Air Resource", chapter 3 "Emission Limitations", section 41700 "Prohibited Conduct," and related regulations. Notify the BAAQMD 10 working days prior to commencing demolition or hazardous materials abatement work.
1. Such notification shall include the names and addresses of operations and persons responsible; description and location of the structure to be demolished or altered including size, age and prior use, and the approximate amount of friable asbestos; scheduled starting and completion dates of demolition or abatement; nature of planned work and methods to be employed; procedures to be employed to meet BAAQMD requirements; and the name and location of the disposal site.



2. The BBAQMD randomly inspects removal operations and will respond to any complaints received. Cooperate and facilitate all BAAQMD authorized inspections.
- D. Implement the specific air pollution controls to reduce exhaust emissions of particulate matter and other pollutants from construction and related equipment, to a less significant level, by:
1. Preventing the accumulation of toxic concentrations of chemicals.
  2. Preventing harmful or obnoxious dispersal of pollutants into the atmosphere.
  3. Limiting vehicle speed limit on unpaved roads to 15 miles per hour (mph).
  4. Prohibiting idling motors when equipment is not in use or when truck are waiting in queues. The idling time of all construction equipment used at the site shall not exceed five (5) minutes.
  5. Limit the hours of operation of heavy-duty equipment and/or amount of equipment in use to what is needed.
  6. All equipment shall be properly tuned and maintained in accordance with the manufacturer's specifications.
  7. When feasible, alternative fuel or electrical construction equipment shall be used at the project site.
  8. Load haul trucks, excavated materials, hauling debris, soils, sand or other such materials so that the material does not extend above the walls or back of the truck bed. Wet before covering and tightly cover the surface of each load before the haul truck leaves the loading area.
  9. Clean up spillage on City streets promptly, whether directly or indirectly caused by Contractor's operations.
  10. Any stockpiles of excavated materials, backfill, import materials; sand, gravel, road base and soil shall be stored in staging areas approved by the City and shall be completely covered with a 10 ml (0.01 inch) polyethylene plastic or equivalent tarp and braced down and secured daily at the end of the shift. The Contractor shall maintain the covers throughout their use.
  11. During all excavation and dirt moving activities, wet sweep/vacuum the streets, sidewalks, paths and intersections where work is in progress at least three (3) times per shift per day and once at the end of the shift as directed by the City.
  12. For wet sweeping use a vacuum sweeper vehicle with sufficient suction to ensure that the vehicle does not blow dust towards neighboring businesses or residences. The city will evaluate the effectiveness of the Contractor's vacuum sweeper and, if necessary, will require the Contractor to provide a more powerful and effective vehicle.
  13. Vehicles entering or exiting construction areas shall travel at a speed of no more than 15 mph to minimize dust emissions and follow the approved traffic routes.
  14. Wheel washers shall be installed and used to clean truck and equipment tires leaving the construction site. If wheel washers cannot be installed, tires and spoils trucks shall be washed off before they re-enter City streets to minimize deposition of dust-causing materials.
  15. Wet down areas around soil improvement operations, visibly dry disturbed soil surface areas and visibly dry disturbed unpaved driveways at least three (3) times per shift per day or more as needed as directed by the City.

#### 1.8 MAINTENANCE OF THE WORK AREA AND DEBRIS CONTROL

- A. Maintain work areas and adjacent public right-of-ways in orderly and safe condition. Sweep all pedestrian walkways and dispose of debris around the site perimeter on a daily basis, and as often as determined by the City.
- B. Control the accumulation of waste materials and debris; collect waste from construction areas and the project site, daily. Remove accumulations of debris surplus materials and trash from the site at the end of each working day or at frequent intervals or as directed by the City. Burying or burning of trash and debris on the site is not permitted

- C. Perform the work in a manner to minimize the generation of dust and dirt, to prevent dust and dirt from interfering with the progress of the Work, and to keep dust and dirt from accumulating in work areas and adjacent areas.
- D. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose these types of materials in a lawful manner. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.
- E. For storage areas, ensure that materials to be used for construction are stored in designated structures or areas by the appropriate trades. Maintain such areas or structures in a clean condition for the life of the Contract.
  - 1. Provide and maintain proper storage with secondary containment for lubrication oil, hydraulic fluids, waste oils, fuels, solvents and other hazardous or toxic materials and wastes.
  - 2. Immediately remove materials deposited outside of approved storage areas.

#### 1.9 PARKING RESTRICTIONS

- A. Parking: Employees of the Contractor, sub-contractors, and suppliers shall not park their vehicles within the active construction area when they are currently working and where public access is prohibited. The Contractor shall provide parking for their employees at a site, which will not impact local public parking and transport employees between the parking area and the work.
- B. Vehicle Towing: When a vehicle is removed from a street at the request of the Contractor and a post-storage hearing determines that as a result of the Contractor's improper posting of required signs, reasonable grounds did not exist for removal, the responsible Contractor shall reimburse the City for cost incurred in storage and towing.

#### 1.10 EXCAVATION REQUIREMENTS

- A. Comply with the regulations of California State Standard, CCR Title 8, Chapter 4, Section 1541, regarding coordination and safety of excavations near subsurface installations.
- B. Contractor shall obtain, review and comply with article 2.4, "Excavation in the Public Right of Way," of the San Francisco Public Works Code, as currently amended, and applicable regulations of Public Works for excavating and restoring streets in the public right of way. Except for excavations specifically exempted by said article or by written waiver granted by Public Works, no excavation shall be performed in the public right of way under the jurisdiction of Public Works without a valid excavation permit issued by the San Francisco Public Works, Bureau of Street-use and Mapping, telephone (415) 554-6201.
  - 1. Refer to Paragraph 3.06 of the General Conditions (Section 00 72 00) as amended in the Supplementary Conditions (Section 00 73 00) for permit procurement responsibilities.
  - 2. Keep copies of the excavation permit available at the Site for inspection by the City upon request.
  - 3. Excavation permits are not required for excavations completed within 24 hours to install parking meters, street lights, street trees, traffic signs, traffic signals, utility poles or to repair utility boxes in sidewalks; or excavations performed for the sole purpose of repairing sidewalks.
  - 4. For emergency excavations, necessary for protection of life or property, immediately notify Public Works, Bureau of Street-use and Mapping, and apply for an emergency permit within 4 hours after the department offices first open.
  - 5. Refer to the latest revision of the manual "Regulations for Excavating and Restoring Streets in San Francisco" for complete information about excavation code

- requirements. Copies of the manual may be purchased at Bureau of Street-use and Mapping, 1155 Market Street, 3<sup>rd</sup> Floor, San Francisco, California 94103, telephone (415) 554-5810.
6. Coordinate with the City and other contractors working at the Site to minimize impacts of the excavation work on the community and local businesses.
- C. Contractor shall provide proper public notices prior to commencing excavations in accordance with article 2.4 of the San Francisco Public Works Code. Such notices shall include the name, address, and 24-hour telephone number of Contractor's representative who will provide information to, and receive complaints from, the public concerning the excavation.
1. For excavations completed and restored in 2 to 14 days, post and maintain notices every 100 feet along the block of excavation work at least 72 hours prior to starting excavation.
  2. For excavations completed and restored in 15 days or longer, provide written notice delivered by U.S. mail to each property owner affected by the excavation at least 30 days but not more than 60 calendar days prior to starting excavation. Additionally, post and maintain notices every 100 feet and deliver written notices to each dwelling unit along the block of excavation work at least 10 days but not more than 15 days prior to starting excavation.
  3. For emergency excavation post and maintain notices every 100 feet along the block of excavation work during the excavation work.
- D. No excavation shall be performed outside the boundaries, times, descriptions or methods set forth on the approved permit; no excavation shall be longer than 1,200 feet in length at any time without prior written approval of the City.
1. Secure permit extension prior to expiration date in the event of delays in excavation work.
  2. Should such delays be caused by the City Contractor will be granted an extension of Contract Time or adjustment of Contract Sum as provided in Paragraph 7.02 of the General Conditions.
- E. Observe regulations concerning excavation sites including the following:
1. Cover open excavations with steel plates ramped to street grade or provide other means of protection acceptable to Public Works.
  2. Clean the Site of loose dirt and debris and remove excavated material from the Site at the end of each work day; comply with DPW Order No. 171,378 (refer to Paragraph 1.7B above).
  3. Materials and equipment to be used for excavation work within 7 calendar days may be stored at the Site, provided that fill material, sand, aggregate, and asphalt-coated material shall be stored only in covered, locked containers and provided that such storage complies with the City's traffic rules and regulations.
  4. Conform to the requirements of the Specifications for handling, removal and disposal of hazardous materials.
- F. Restore excavated street or sidewalk pavement in accordance with the requirements of the Specifications or the applicable requirements of the DPW Standard Specifications and Standard Plans (refer to Division 1 for reference standards) to the extent not in conflict with the Specifications. Comply with the following additional San Francisco Public Works Code requirements:
1. Restore trenches and pavement to a constant width equal to the widest section of the excavation, but not exceeding 13 ft.
  2. Backfill excavation within 72 hours of completing related construction.
  3. Replace pavement base within 72 hours of backfilling excavation.
  4. Complete finished pavement within 72 hours of replacing pavement base.

5. Correct deficiencies in the restoration respecting timing or manner specified for the above items at no additional cost to the City within 24 hours of notification by the City.
6. Should Contractor fail to timely restore, correct or repair deficiencies, Public Works will complete or cause to be completed such restoration, correction or repair deficiencies, and the completion costs will be deducted from monies due Contractor.

#### 1.11 REQUIREMENTS FOR PROTECTION OF THE SEWER SYSTEM

- A. Wastewater which is transferred from the Site during this Project shall meet the pre-treatment standards of the San Francisco Municipal Code, section 123, Industrial Waste Ordinance #19-92 and DPW Order No. 158,170 prior to discharge into the City's sewage system.
- B. Should wastewater become contaminated due to Contractor's operations all costs of satisfactory remediation and disposal shall be at no cost to the City. Such costs shall include, but not be limited to, all redesign, reconstruction and pre-treatment costs necessary to satisfy the requirements of the Industrial Waste Ordinance #19-92, and DPW Order No. 158,170.
- C. Should the existing wastewater be contaminated, or should it be uncontaminated but subsequently become contaminated due to conditions other than Contractor's operations, a Change Order will be issued as provided in Article 6 of the General Conditions for additional costs or time extension will be granted as provided in Article 7 of the General Conditions to pretreat the contaminated water prior to routing the flow into the sewer system or other approved disposal at the direction of the City.
- D. Contractor shall be responsible for obtaining and paying for all water discharge permits and for paying all sewer service charges, penalties and other incidental fees and expenses resulting from discharging wastewater into the City's sewerage system by Contractor's operations.
  1. The application for such wastewater discharge permit shall be sent to:

San Francisco Public Utilities Commission  
Wastewater Enterprise, Collection System Division  
3801 3rd Street, Suite 600  
San Francisco, CA 94124  
Telephone (415) 695-7321.

END OF SECTION

## SECTION 00 73 73

## STATUTORY REQUIREMENTS

## 1.1 GENERAL

- A. All requirements in this Section are incidental work, unless specified otherwise.
- B. Contractor shall be solely responsible and fully liable for any and all failures to comply with the requirements specified herein, and shall unconditionally and fully indemnify the City for any damages resulting therefrom. If Contractor fails to comply with the requirements specified herein, or fails to promptly take all required remedial actions to the City's satisfaction, the City may withhold progress payments to Contractor until satisfactory compliance has been accomplished and/or may assess statutory liquidated damages or penalties, as applicable.
- C. The full text of the City Requirements provided below are incorporated by reference in the Contract Documents, and are available at [http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco\\_ca](http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:sanfrancisco_ca)

## 1.2 CONFLICT OF INTEREST

- A. By executing the Agreement (Section 00 52 00), Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; or Section 87100 *et seq.* or Section 1090 *et seq.* of the California Government Code of the State of California, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. All requirements in this Section are incidental work, unless specified otherwise.

## 1.3 NONDISCRIMINATION REQUIREMENTS

- A. **Incorporation of Administrative Code Chapters 12B and 12C.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated herein by this reference. Contractor shall comply with any and all of the provisions that apply to this Agreement under such Chapters, and be bound by the remedies provided in such Chapters. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions.
- B. **Nondiscrimination in the Provision of Employee Benefits.** Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where Work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code §12B.2.
- C. **Title VI Requirements.** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
  - (1) **Compliance with Regulations:** The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of

Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City and County of San Francisco ("City") or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
  - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 1.4 REQUIRING MINIMUM COMPENSATION FOR COVERED EMPLOYEES

- A. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco's Minimum Compensation Ordinance (MCO), and shall otherwise comply

with the MCO as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P). The provisions of Chapter 12P, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein:

#### 1.5 REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES

- A. Contractor shall choose and perform one of the Health Care Accountability options set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO), and shall otherwise comply with the HCAO as set forth in San Francisco Administrative Code Chapter 12Q. The provisions of Chapter 12Q, including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.

#### 1.6 MACBRIDE PRINCIPLES - NORTHERN IRELAND

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

#### 1.7 PROHIBITION ON USE OF PUBLIC FUNDS FOR POLITICAL ACTIVITY

- A. In performing the Work, Contractor shall comply with San Francisco Administrative Code Chapter 12.G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The provisions of Chapter 12.G, including but not limited to the penalties for noncompliance provided therein are incorporated by reference and made a part of this Agreement as though fully set forth herein.

#### 1.8 LIMITATIONS ON CONTRIBUTIONS

- A. By executing the Agreement (Section 00 52 00), Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

#### 1.9 NONDISCLOSURE OF PRIVATE, PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. If the Contract Documents require City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor shall use such information only in accordance with the restrictions stated in this Agreement and as necessary in performing the Services. The provisions of Chapter 12M , including but not limited to the penalties for noncompliance provided therein, are incorporated herein by this reference, and made part of this Agreement as though fully set forth herein.
- B. In the performance of Work, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

#### 1.10 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY

- A. Under Public Contract Code section 7103.5, Contractor and its Subcontractors shall conform to the following requirements:
  - 1. In entering into the Agreement or subcontract to supply goods, services, or materials under this Agreement, Contractor or its Subcontractors offer and agree to assign the City all rights, title, and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2, commencing with section 16700, of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Agreement or subcontract.
  - 2. The assignment shall be made and become effective at the time the City tenders Final Payment to Contractor, without further acknowledgement by the Parties.
  - 3. Contractor shall include the provisions of this Article in its subcontracts and purchase agreements to supply goods, services, or materials pursuant to the Agreement.

#### 1.11 TROPICAL HARDWOOD AND VIRGIN REDWOOD PRODUCTS BAN

- A. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. The City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood product.

#### 1.12 PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC

- A. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

#### 1.13 FOOD SERVICE WASTE REDUCTION REQUIREMENTS



- A. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein.

#### 1.14 NON-DISCRIMINATION IN CONTRACTING REQUIREMENTS

- A. Pursuant to chapter 14B of the San Francisco Administrative Code the following requirements are made part of the Contract:
  - 1. Chapters 12B and 14B of the San Francisco Administrative Code, their implementing Rules and Regulations, and CMD Attachment 1 – Requirements for Construction Contracts, are incorporated by reference herein as though fully set forth. These documents are available to be viewed and downloaded on the Contract Monitoring Division's website: <http://sfgov.org/cmd/important-forms> Alternatively, contact the CMD Contract Compliance Officer assigned to this Contract for assistance in obtaining any of these documents.
  - 2. The willful failure of Contractor or its subcontractors to comply with any of the requirements of chapter 14B shall be deemed a material breach of contract.
  - 3. In the event that the Director of Contract Monitoring Division finds that Contractor or any of its subcontractors willfully fails to comply with any of the provisions of Chapter 14B, rules and regulations implementing Chapter 14B, Contractor or its subcontractor shall be liable for liquidated damages as specified in CMD Attachment 1, article 1.05 "Noncompliance and Sanctions," which shall be payable to the City upon demand and may be set off against moneys due to Contractor or its subcontractor for any contract with the City. Contractor agrees that progress payments shall be withheld, and Contractor's liability for liquidated damages assessed will be subject to the collection procedures specified in Section 14B.7(H)(2) of the Administrative Code and CMD Attachment 1, article 1.05 "Noncompliance and Sanctions."
  - 4. Contractor shall maintain, and shall require its subcontractors to maintain, records including such information requested by CMD necessary for monitoring their compliance with Chapter 14B. Such records shall be maintained for 3 years after the date of Final Completion.
  - 5. Contractor shall pay its subcontractors within 3 working days after receiving payment from the City unless Contractor notifies the Director of the CMD in writing prior to receiving payment from the City that there is a bona fide dispute between Contractor and the subcontractor. The Director of the CMD may, upon making a determination that a bona fide dispute exists between Contractor and the subcontractor, waive this 3-day payment requirement.
  - 6. Contractor shall submit CMD Contract Performance Forms (CMD Forms 7, 8, 9, and 10) as set forth in CMD Attachment 1, article 1.03.
  - 7. Contractor shall comply with the Non-Discrimination provisions as set forth in Part IV of CMD Attachment 1.

#### 1.15 SUNSHINE ORDINANCE

- A. Contractor acknowledges that the Contract Documents and all records related to their formation, Contractor's performance of Work, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

#### 1.16 SUBMITTING FALSE CLAIMS; REMEDIES

- A. Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be

subject to monetary penalties, investigation and prosecution and may be declared an irresponsible contractor or an unqualified consultant and debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

#### 1.17 CLEAN CONSTRUCTION

- A. Contractor agrees to comply fully with and be bound by the Clean Construction requirements set forth in Section 6.25 of the San Francisco Administrative Code and Chapter 25 of the Environment Code. The provisions of Section 6.25 and Chapter 25 are incorporated herein by reference and made a part of this Agreement as though fully set forth.
- B. Contractor may seek waivers from the Clean Construction requirements as set forth in Chapter 25 of the Environment Code.
- C. By entering into the Agreement, Contractor and City agree that if Contractor uses off-road equipment and/or off-road engines in violation of the Clean Construction requirements set forth in Section 6.25 of the Administrative Code and Chapter 25 of the Environment Code, the City will suffer actual damages that will be impractical or extremely difficult to determine. Accordingly, Contractor and the City agree that Contractor shall pay the City the amount of \$100 per day per each piece of off-road equipment and each off-road engine used to complete Work on the Project in violation of the Clean Construction requirements. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with the Clean Construction requirements.

#### 1.18 CONSIDERATION OF CRIMINAL HISTORY IN HIRING AND EMPLOYMENT DECISIONS

- A. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Paragraph. Capitalized terms used in this Paragraph and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.
- B. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement.
- C. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to

comply with the obligations in this subsection shall constitute a material breach of this Agreement.

- D. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.
- E. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subparagraph D, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.
- F. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.
- G. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.
- H. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

END OF SECTION



SECTION 01 11 00  
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. The work to be done under this contract consists of, sewer work, water work, electrical work, paving work, new exterior decking and trellis construction, landscape amenities and deployment of modular trailers> along Bryant Street, at 5<sup>th</sup> Street San Francisco, California, all as shown on the drawings and as specified in these Specifications.

1.2 PROJECT DESCRIPTION

- A. Demolition Work includes, but not limited to:
1. Site demolition as required for below-grade and above grade utilities .
- B. Building Improvement Work includes, but not limited to:
1. Construction of a new facility to function as a Navigation Center for our homeless population. The purpose of this project is to provide an 84 Bed facility that contains Dormitory, Dining/Pantry and Restrooms/Shower through the use of pre-fabricated modular trailers. The contractor will be provided with full contract documents for all exterior site hardscape, utilities and landscape amenities; the modular trailers will be provided and installed by a separate vendor. Contractor is responsible for all utilities, exterior framing and decking, ramps and stairs and landscape amenities.
- C. Site Improvement Work includes, but not limited to:
1. Construction of all underground utilities, continuous exterior deck connecting all trailer buildings, above ground landscape amenities and fixed site furnishings.
- D. Paving Work includes, but not limited to:
1. Traffic routing work;
  2. Excavating, removing and disposing of existing pavement, concrete base, parking strip, curb and sidewalk;
  3. Supporting and working around existing utilities;
  4. Handling all drainage or ground water;
  5. Removing surplus material;
  6. Cleaning project site by others;
  7. Furnishing and placing of backfill material as required but excavation work limited to under 50 cubic yards
  8. Installation of 6 inches of gravel over entire site under trailers and built up deck;
  9. Adjusting City-owned manhole frame and cover to grade;
  10. Adjusting City-owned catch basin frame and grating to grade;
  11. Adjusting City-owned castings to grade;
  12. Performing all related and incidental work, all where and as shown on the Drawings and in accordance with the Project Manual.
- E. Sewer Work includes, but not limited to:
1. Performing traffic routing and trench support work related to sewer work;
  2. Trench support work;
  3. Constructing 8-inch diameter side sewer connections;
  4. Installing cast iron water trap for existing catch basins including cleanout cap;

5. Televising newly constructed main sewers, side sewers, and culverts;
  6. Saw cutting, removing and disposal of existing pavement;
  7. Excavation, backfilling and compaction of trench;
  8. Restoring concrete base inside and outside of sewer trench limit as necessary per excavation code;
  9. Supporting, working around and protecting certain San Francisco Water Department, Fire Department and other utility agency and company facilities in conjunction with the work under this contract; and all appurtenant work required in accordance with the Contract Documents and in accordance with San Francisco DPW Standard Specifications, dated November 2000.
  10. Performing all related and incidental work, all where and as shown on the Drawings and in accordance with the Project Manual.
- F. Contaminated Soil Work includes, but not limited to:
1. Project will include a gravel bed of 6 inches over the site, there is no anticipated contaminated soil work on the project.
- G. Landscape Architectural Work includes, but not limited to:
1. Site furnishings and mounting as depicted in drawings and per Ross Rec proposal. Site improvements including bicycle racks, terraced garden areas, fences, gates and other improvements as indicated on drawings.
- H. Electrical Work includes, but not limited to:
1. Coordination with new Pacific Gas and Electric service including providing trench from main point of connection, subgrade improvements, conduits, and transformer pad.
  2. New main switchboard and routing and distribution of electrical on site.
  3. Coordination and electrical service connections with modular buildings.
- I. Water Work includes, but not limited to:
1. New domestic and fire water service and site utilities as indicated in the drawings.
  2. Water distribution and fixtures in Dormitory and Community buildings.
  3. Coordination and water service connections for modular buildings
- J. Fire and Life Safety Work:
1. Installation of fire sprinklers and fire alarms and connection to under exterior decking and outside the scope of the Modular Trailer Contractor, if required.  
(Note: All fire sprinkler and fire alarm work for Modular Trailers to be installed by Modular Trailer Contractor.)
- K. The Work shall include providing all labor, tools, equipment, materials, transportation and services, and performing all operations necessary for and properly incidental to the construction and completion of the Work as indicated on the Contract Documents.
- L. The Drawings indicate the location, extent, design, and details of the Work required to be performed. The Drawings are listed in the Index of Drawings. When reference is made to "plans" in the Contract Documents, it shall be understood that such reference refers to the Drawings.
1. The Drawings may refer to certain details of Work, which are shown on the Standard Plans of the City and County of San Francisco Department of Public Works, Bureau of Engineering, dated April, 2007. All such referenced details shall be incorporated into the Contract Documents by their reference.
  2. Refer to Section 01 42 00 – References for availability of the DPW Standard Plans.

### 1.3 COORDINATION WITH LOCAL BUSINESSES

- A. Contractor is required to Coordinate Construction efforts and minimize impacts to the neighborhood residents and businesses. This shall be incidental to the Work, except graffiti removal within an approved and secured storage area may be compensable under a bid allowance, if explicitly included as a bid item.
1. No area within the public right of way (from property line to property line and including but not limited to streets, parking strips, bicycle lanes, gutters, curbs, paths and sidewalks) shall have restricted public access for more than five (5) calendar days, with the exceptions of areas of new curb ramp and bus pad construction if specified in Section 01 55 26. Contractor shall restore and reopen to the public any and all areas of the public right of way within these specified time limits.
  2. Work shall not prevent pedestrians from entering operating businesses.
  3. At any time that the Contractor occupies the sidewalk along any block, the Contractor shall coordinate with the businesses that are located on or require access through occupied area to maintain daily delivery access and access to garbage/recycling removal services. If the Contractor's activities prevent a business from placing its garbage or recycling on the curb for pickup, Contractor shall at its expense assist the business with handling and transport of garbage and recycling refuse to nearby designated garbage/recycling collection locations. The Contractor's attention is directed to the existing garbage/recycling collection times, which are typically at night or early morning.
  4. Contractor shall coordinate with and assist businesses that receive deliveries at night or early morning to ensure that delivery areas, including sub-sidewalk access doors, are accessible.
  5. Contractor shall daily remove all graffiti on all barricades, equipment, buildings and pavement in the Work area. Contractor shall no less than daily and as often as may be required by the Engineer to remove trash, litter, and debris from businesses along the alignment when Contractor is performing Work in front of or immediately adjacent to said businesses. Contractor is not expected to provide litter and trash removal services to the businesses not directly impacted by Contractor's immediate Work. However, Contractor shall take all reasonable measures to ensure that the business entrances and public areas immediately adjacent to where it is performing Work are to be kept, clean, orderly, and accessible to the public.
  6. Contractor shall coordinate and provide access to businesses for window cleaning and if safe access is not available, the Contractor shall make safe access within 24 hours of request, which shall be incidental to the Work.

### 1.4 WORK RESTRICTIONS

- A. The facility will be occupied and open to the public during the Work of this Contract. The Contractor shall take all necessary precautions and implement mitigation controls to minimize disruption to open areas. Contractor shall maintain access to these areas outside of the construction fence at all times during construction. The building will be closed to the public during construction.
- B. The Contractor shall provide site access for City Staff and for regularly scheduled garbage pickup at all times and all other activities as needed.

- C. If at any time during construction, access is limited, the Contractor shall notify the City Representative in writing and obtain approval prior to closing vehicular or pedestrian access.

#### 1.5 SUBMITTALS, PUBLIC NOTIFICATION, AND MEETINGS BEFORE NOTICE TO PROCEED (NTP)

- A. Contractor shall submit the required Traffic Control Plans, EHASP, and Schedule as soon as possible after NTP in order to ensure said submittals are reviewed and approved by the City prior to start of field work. Contractor may request to submit after date of Award.
- B. The City Representative will schedule a Pre-Construction meeting as soon as possible after NTP in order to discuss schedules and sequence of operations with the Contractor.

#### 1.6 SEQUENCING OF CONSTRUCTION

- A. After award and certification of the contract, a pre-construction meeting will be scheduled with the Contractor to determine the official date for commencement of the work. No fieldwork can begin prior to the Contractor's receipt of written permission from the City Representative. The City shall have full jurisdiction and responsibility of the property until the commencement date for fieldwork.
- B. After notification of the commencement date, the Contractor shall be allowed ninety (90) calendar days for shop drawings submittal and approval, procurement and delivery of the custom fabricated site furnishings.
- C. Contractor shall be familiar with the terms, conditions, and payment schedule required by suppliers prior to submitting bid. Any delays to the custom fabricated item procurement schedule caused by incomplete or inaccurate shop drawing submittals and/or failure to comply with these terms, conditions and payment schedule required by the material suppliers, shall be the responsibility of the Contractor.

#### 1.7 WORK SCHEDULING

- A. Refer to schedule, Temporary Street Closures, appended to this Section for traffic lane requirements that may affect the Contractor's schedule of operations.
- B. The Contractor shall coordinate its operations with the City and shall incorporate in its Progress Schedule activities for all special events that will require the Contractor to suspend its operations at the project site.
- C. The Contractor's working hours shall be as specified in Section 00 72 00 - General Conditions, subparagraph 1.01A.63, except as specified otherwise in these Specifications.
- D. The Contractor shall not commence any excavation in the public right-of-way without a valid excavation permit issued by the San Francisco Department of Public Works, Bureau of Street Use and Mapping. The Contractor shall submit a copy of the excavation permit.

#### 1.8 TRAFFIC ROUTING WORK

- A. The Contractor shall be responsible to provide incidental traffic routing work, such as described below, to ensure adequate protection of the general public and the Work.
- B. The Contractor shall provide incidental traffic routing work in accordance with the requirements of the "Regulations for Working in San Francisco Streets (Blue Book)" by



the San Francisco Municipal Transportation Agency (SFMTA), latest edition. Refer to the following website for the latest copy of the Blue Book:

<http://www.sfmta.com/services/streets-sidewalks/construction-regulations>

- C. The Contractor shall obtain the approval of the SFMTA for any required prohibition of stopping from the Traffic Bureau (415) 554-9928, at least 72 hours in advance of the effective date and time. The Contractor shall post the signs at least 72 hours in advance of the effective date and time.
- D. In the event the Contractor occupies parking areas within the Public Right of Way including the sidewalk, the Contractor shall obtain the approval of, and pay for any required permits for occupation of the sidewalk and parking spaces from the SFMTA.

## 1.9 CONTRACTOR USE OF SITE

- A. Use of Site: Limit use of the site for construction operations necessary to perform the Work indicated on the Drawings. Obtain prior written approval from the City for access to areas of the site occupied by the City. Protect and repair or restore to the existing condition surrounding areas damaged by the Contractor's operations.
- B. Contractor's Work Area: The Contractor's work area is limited to the areas included within the limits of work as shown on the Contract Drawings and as adjusted by the temporary construction fencing.
  - 1. Refer to Section 01 50 00 - Temporary Facilities and Controls for work area maintenance requirements.
- C. Parking and Storage Location Plan
  - 1. Only one storage location shall be used on the project at one time. If more than one parking and storage location is desired, Contractor must submit request for multiple locations. The City may require the Contractor to cease or modify parking and storage plans, even if previously approved, and may rescind approval of all parking and storage areas. Refer to Section 01 55 26-1.4.C for additional requirements.
  - 2. Tow Away / No Parking (TANS) zones are allowed only in area of approved parking and storage plans and/or as indicated on the applicable traffic control plan and only while the applicable work is being performed. Prior approval in writing of each instance of posting and tow away activation must be obtained from the City Representative. If prior written approval is not obtained, the City may remove signage and/or may deactivate tow away authorization. Refer to Section 01 55 26-3.9 for additional requirements.
  - 3. Do not utilize City streets for additional staging and storage areas.
  - 4. Do not enter upon or use any property not under control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said agreement furnished to the City Representative prior to said use. Neither the City nor the City Representative shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any such properties.
- D. Maintenance of Work Area: Maintain the work areas in a safe condition at all times. Remove all graffiti and accumulated rubbish and debris material deposited within the construction site at the end of each work day. The Contractor is responsible to maintain the project area for the entire duration of the Contract. Clean and restore the work site at completion of the work to the condition that existed prior to the start of work.
- E. Security Of Contractor's Work Areas: Security of the Contractor's work areas and its property, equipment, construction materials and all other items contained in the

Contractor's staging areas or elsewhere on the construction site shall be the Contractor's sole responsibility at all times.

1.10 SPECIAL INSTRUCTIONS

- A. The Contractor shall use proper equipment to prevent unnecessary damages to facilities at the project site such as no heavy equipment on the top of sidewalks.
- B. Through the City Representative, Contractor shall coordinate with Recology for neighborhood garbage collection. Through the Resident Engineer, contact Tom Lavazolli, Operations Manager for Recology at 415-330-1300.
- C. Tree trimming and tree removal shall be part of incidental cost. Tree removal or relocation shall require a permit application and fee to BUF. Refer to Section 01 55 26-3.11 for additional requirements.

END OF SECTION

# Upcoming Temporary Street Closures

APPENDIX A TO SECTION 01.11.00

Event Name	StartDate	StartTime	EndDate	EndTime	Location
GDC Mixer at Mezzanine	Tue 3/20/18	8:00 AM	Thu 3/22/18	2:00 AM	Jessie: 6th Street to Mint
Old Skool Café Gala	Thu 3/22/18	1:00 PM	Thu 3/22/18	10:30 PM	Oakdale: 3rd to Lane Streets
March for Our Lives	Sat 3/24/18	11:00 AM	Sat 3/24/18	5:00 PM	Advisory: Civic Center Plaza rally; possible march
Yee Family Lion Dance	Sun 3/25/18	9:00 AM	Sun 3/25/18	3:00 PM	Waverly Place between Washington and Clay Streets
Sunday Streets Excelsior	Sun 3/25/18	10:00 AM	Sun 3/25/18	4:30 PM	Mission Street between Avalon and Geneva Avenues; Cotter St, Francis St, Santa Rosa Ave, Onondaga, and Seneca Ave between Mission Street and Alemany Avenue; Ocean Avenue between Persia and Mission Streets; Intersections: Amazon, Russia, Onondaga, Leo, Ruth, San Juan, Norton, Brazil, Harrington, Santa Rosa, Excelsior, Francis, and Cotter Streets at Mission Street
Salesforce Trailhead	Mon 3/26/18	7:00 PM	Mon 3/26/18	11:59 PM	4th Street (westernmost traffic lane only) between Minna and Howard Streets
Salesforce Trailhead	Mon 3/26/18	7:00 PM	Thu 3/29/18	11:59 PM	Minna Street (southernmost traffic and parking lanes only) between 4th and 5th Streets
Giants v Athletics	Mon 3/26/18	7:15 PM	Mon 3/26/18	10:15 PM	AT&T Park
Giants v Athletics	Tue 3/27/18	6:05 PM	Tue 3/27/18	9:05 PM	AT&T Park
Salesforce Trailhead	Thu 3/29/18	7:00 PM	Thu 3/29/18	11:59 PM	4th Street (westernmost traffic lane only) between Minna and Howard Streets
Critical Mass	Fri 3/30/18	6:00 PM	Fri 3/30/18	10:00 PM	Justin Herman Plaza to ?
Chinatown Springtime Neighborhood Festival	Sat 3/31/18	8:00 AM	Sat 3/31/18	6:00 PM	
Union Street Spring Festival & Easter Parade	Sun 4/1/18	2:00 AM	Sun 4/1/18	11:00 PM	Union Street between Gough and Fillmore Streets; Octavia Street between Filbert and Green Streets; Laguna Street between Filbert and Green Streets; Webster Street between Filbert and Green Streets; Buchanan Street between Filbert and Green Streets; Intersections: Octavia, Laguna, Buchanan, and Webster Streets at Union Street
Bring Your Own Big Wheel	Sun 4/1/18	11:00 AM	Sun 4/1/18	7:00 PM	Vermont: 20th to 22nd Streets
Easter Sunday	Sun 4/1/18		Sun 4/1/18		Holiday
Giants v Mariners	Tue 4/3/18	1:35 PM	Tue 4/3/18	4:35 PM	AT&T Park
Giants v Mariners	Wed 4/4/18	4:15 PM	Wed 4/4/18	7:15 PM	AT&T Park
Giants v Dodgers	Fri 4/6/18	7:15 PM	Fri 4/6/18	10:15 PM	AT&T Park
Rock n Roll Half Marathon	Sat 4/7/18	7:00 AM	Sun 4/8/18	5:00 PM	Embarcadero; Bay; Marina; etc
Giants v Dodgers	Sat 4/7/18	1:05 PM	Sat 4/7/18	4:05 PM	AT&T Park
Inner Sunset Sundays	Sun 4/8/18	6:30 AM	Sun 4/8/18	7:30 PM	Irving Street between 9th and 10th Avenues
Giants v Dodgers	Sun 4/8/18	1:05 PM	Sun 4/8/18	4:05 PM	AT&T Park
Giants v D-backs	Mon 4/9/18	7:15 PM	Mon 4/9/18	10:15 PM	AT&T Park
Giants v D-backs	Tue 4/10/18	7:15 PM	Tue 4/10/18	10:15 PM	AT&T Park
Giants v D-backs	Wed 4/11/18	12:45 PM	Wed 4/11/18	3:45 PM	AT&T Park

# Upcoming Temporary Street Closures

APPENDIX A TO SECTION 01.11.00

Event Name	StartDate	StartTime	EndDate	EndTime	Location
Polk Street Spring Wine Walk	Thu 4/12/18	4:00 PM	Thu 4/12/18	8:00 PM	Polk St: Sutter to Filbert [NO CLOSURE - increased traffic and pedestrians]
Cherry Blossom Festival	Sat 4/14/18	4:00 AM	Sun 4/15/18	11:00 PM	Post: Laguna to Fillmore; Webster: Sutter to Geary; Buchanan: Sutter to Bush
Cesar Chavez Parade Staging	Sat 4/14/18	9:00 AM	Sat 4/14/18	1:00 PM	19th St: Dolores to Guerrero
Cesar Chavez Day Parade	Sat 4/14/18	9:00 AM	Sat 4/14/18	1:00 PM	19th/Guerrero to Mission to 24th Street
Red Umbrellas Maiden Lane Art Show	Sat 4/14/18	9:00 AM	Sat 4/14/18	6:00 PM	Maiden Lane: Stockton to Grant
Cesar Chavez Holiday Festival	Sat 4/14/18	9:00 AM	Sat 4/14/18	8:00 PM	24th St: Treat to Bryant; Harrison: 23rd to 25th
California Historical Society Exhibit Opening	Sat 4/14/18	11:00 AM	Sat 4/14/18	6:00 PM	Annie Street between Jessie and Mission Street; Ambrose Bierce between Annie and New Montgomery Streets; Intersection Closed: Annie Street at Ambrose Bierce
California Mille	Sun 4/15/18	4:00 AM	Mon 4/16/18	10:00 AM	Mason: Sacramento to California
RSA Conference	Sun 4/15/18	7:00 AM	Fri 4/20/18	4:00 PM	Howard Street (northernmost traffic lane only) between 3rd and 4th Streets
Sunday Streets Bayview/Dogpatch	Sun 4/15/18	10:00 AM	Sun 4/15/18	4:30 PM	SB 3rd St: 22nd to Donner
RSA Conference	Mon 4/16/18	5:30 AM	Fri 4/20/18	4:00 PM	4th Street (westernmost traffic lane only) between Minna and Howard Streets
Film Base Camp	Mon 4/16/18		Fri 4/27/18		Fulton: Larkin to Hyde
Commonwealth Club Gala	Wed 4/18/18	6:00 AM	Fri 4/20/18	5:00 PM	Steuart Street between Mission and Howard
Student Walkout	Fri 4/20/18		Fri 4/20/18		Advisory: planned day of action on anniversary of Columbine shootings
420	Fri 4/20/18		Fri 4/20/18		Stanyan, Haight, Fulton, Kezar; Golden Gate Park
Cherry Blossom Festival	Sat 4/21/18	4:00 AM	Sun 4/22/18	11:00 PM	Post: Laguna to Fillmore; Webster: Sutter to Geary; Buchanan: Sutter to Bush
SFMOMA Modern Ball	Sat 4/21/18	7:00 AM	Fri 4/27/18	3:00 PM	Natoma: New Montgomery to Westerly Terminus
Mission Crit Bicycle Race	Sat 4/21/18	9:00 AM	Sat 4/21/18	11:59 PM	Treat Avenue between 16th and 18th Streets; Harrison Street between 16th and 18th Streets; 18th Street between Folsom and Alabama Streets; Harrison Streets; 17th Street between Folsom and Alabama Streets; Mariposa Street between Harrison and Alabama Streets; Alabama Street between 17th and Mariposa Streets; Intersections: 17th, 18th and Mariposa Streets at Harrison Street; 17th and 18th Streets at Treat Avenue
Cherry Blossom Festival	Sun 4/22/18		Sun 4/22/18		Civic Center via Polk to Post to Japantown
Giants v Nationals	Mon 4/23/18	7:15 PM	Mon 4/23/18	10:15 PM	AT&T Park
Giants v Nationals	Tue 4/24/18	7:15 PM	Tue 4/24/18	10:15 PM	AT&T Park
Giants v Nationals	Wed 4/25/18	12:45 PM	Wed 4/25/18	3:45 PM	AT&T Park
Critical Mass	Fri 4/27/18	6:00 PM	Fri 4/27/18	10:00 PM	Justin Herman Plaza to ?

# Upcoming Temporary Street Closures

APPENDIX A TO SECTION 01.11.00

Event Name	StartDate	StartTime	EndDate	EndTime	Location
Giants v Dodgers	Fri 4/27/18	7:15 PM	Fri 4/27/18	10:15 PM	AT&T Park
London Living Street	Sat 4/28/18	8:00 AM	Sat 4/28/18	3:00 PM	London Street between Avalon and Excelsior Avenues
Argonne Spring Fair Block Party	Sat 4/28/18	8:00 AM	Sat 4/28/18	4:00 PM	17th Ave: Balboa to Cabrillo
Giants v Dodgers	Sat 4/28/18	6:05 PM	Sat 4/28/18	9:05 PM	AT&T Park
S.F. Eagle Anniversary Party	Sun 4/29/18	7:00 AM	Fri 4/20/18	12:01 PM	12th Street: Bernice to Harrison
Dia de los Ninos/Dia de los Libros	Sun 4/29/18	9:00 AM	Sun 4/29/18	5:00 PM	23rd St: Treat to Folsom
Neighborhood Block Party	Sun 4/29/18	9:00 AM	Sun 4/29/18	10:00 PM	6th Avenue between Judah and Kirkham
Neighborhood Block Party	Sun 4/29/18	10:00 AM	Sun 4/29/18	5:00 PM	Shore View Avenue between 36th and 37th Avenues
Neighborhood Block Party	Sun 4/29/18	11:00 AM	Sun 4/29/18	3:00 PM	Jersey Street between Castro and Diamond Streets
Giants v Dodgers	Sun 4/29/18	1:05 PM	Sun 4/29/18	4:05 PM	AT&T Park
Giants v Padres	Mon 4/30/18	7:15 PM	Mon 4/30/18	10:15 PM	AT&T Park
Giants v Padres	Tue 5/1/18	7:15 PM	Tue 5/1/18	10:15 PM	AT&T Park
Giants v Padres	Wed 5/2/18	12:45 PM	Wed 5/2/18	3:45 PM	AT&T Park
Cinco de Mayo	Fri 5/4/18	10:00 PM	Sat 5/5/18	10:00 PM	Valencia: 21st to 24th streets
Aventine Event	Fri 5/4/18	3:00 PM	Fri 5/4/18	11:00 PM	Hotelling Place: Washington to Jackson
Balboa High 90th Block Party	Sat 5/5/18	8:00 AM	Sat 5/5/18	4:00 PM	Cayuga Avenue between Onondaga and Oneida Avenue; Balhi Court between Cayuga Avenue and eastern terminus; intersection of Balhi Court at Cayuga Avenue
Cameron Carnival	Sat 5/5/18	9:00 AM	Sat 5/5/18	9:00 PM	Joice Alley: Clay to Sacramento
Cinco de Mayo	Sat 5/5/18		Sat 5/5/18		Valencia: 21st to 24th streets
Urban Air Market: Hayes Valley	Sun 5/6/18	7:00 AM	Sun 5/6/18	7:00 PM	Octavia: Fell to Fulton; Linden: Octavia to Gough
How Weird Street Fair	Sun 5/6/18	7:00 AM	Sun 5/6/18	11:30 PM	Howard: 1st St to New Montgomery; 2nd St: Mission to Folsom
St. Agnes Anniversary	Sun 5/6/18	9:00 AM	Sun 5/6/18	5:00 PM	Page St: Ashbury St to Masonic
Sunday Streets Tenderloin	Sun 5/6/18	10:00 AM	Sun 5/6/18	4:30 PM	Ellis Street between Larkin and Taylor Streets; Golden Gate Avenue between Polk and Jones Streets; Larkin Street between Ellis and Grove Streets; Jones Street between O'Farrell Street and Golden Gate Avenue; Turk Street between Taylor and Jones Streets; Fulton Street between Larkin and Hyde Streets; Intersections: Golden Gate, Turk and Ellis at Larkin Street; Ellis Street and Golden Gate Avenue at Hyde Street; Golden Gate, Turk and Ellis at Jones Street
Neighborhood Block Party	Sun 5/6/18	2:00 PM	Sun 5/6/18	7:00 PM	Washington Street between Locust and Spruce Streets
Corporate Party	Thu 5/10/18	10:00 AM	Fri 5/11/18	1:00 AM	Julian Avenue between 14th and 15th Streets
Bike to Work Day	Thu 5/10/18		Thu 5/10/18		Advisory
Uncorked Wine Festival	Sat 5/12/18	2:00 AM	Sat 5/12/18	11:00 PM	Polk: North Point to Beach; Beach: Larkin to Terminus
UC Hastings Commencement	Sat 5/12/18	8:00 AM	Sat 5/12/18	7:00 PM	Grove: Polk to Larkin
Star of the Sea School Fest	Sat 5/12/18	9:00 AM	Sat 5/12/18	3:00 PM	8th Avenue: Clement to Grove
Inner Sunset Sundays	Sun 5/13/18	6:30 AM	Sun 5/13/18	7:30 PM	Irving Street between 9th and 10th Avenues
Giants v Reds	Mon 5/14/18	7:15 PM	Mon 5/14/18	10:15 PM	AT&T Park

# Upcoming Temporary Street Closures

Event Name	StartDate	StartTime	EndDate	EndTime	Location
Giants v Reds	Tue 5/15/18	7:15 PM	Tue 5/15/18	10:15 PM	AT&T Park
Giants v Reds	Wed 5/16/18	12:45 PM	Wed 5/16/18	3:45 PM	AT&T Park
Giants v Rockies	Thu 5/17/18	7:15 PM	Thu 5/17/18	10:15 PM	AT&T Park
AUA Conference	Fri 5/18/18	5:00 AM	Mon 5/21/18	8:00 PM	Howard (nothernmost lane only): 3rd to 4th; Folsom southernmost lane only): 3rd to 4th
Giants v Rockies	Fri 5/18/18	7:15 PM	Fri 5/18/18	10:15 PM	AT&T Park
Heritage SF	Sat 5/19/18	12:01 AM	Sat 5/19/18	11:59 PM	Larkin Street between McAllister and Grove Streets; Fulton Street between Larkin and Hyde Streets; Intersection: Fulton Street at Larkin Street
Neighborhood Block Party	Sat 5/19/18	1:00 PM	Sat 5/19/18	7:00 PM	College Ave: St Marys to Mission
Giants v Rockies	Sat 5/19/18	1:05 PM	Sat 5/19/18	4:05 PM	AT&T Park
Bay to Breakers	Sat 5/19/18	7:00 PM	Sun 5/20/18	4:00 PM	Main Street: Mission to Folsom; throughout city
Giants v Rockies	Sun 5/20/18	1:05 PM	Sun 5/20/18	4:05 PM	AT&T Park
SFSU Commencement	Thu 5/24/18	3:00 PM	Thu 5/24/18	10:30 PM	Terry Francois: 3rd to South
Carnaval Festival	Fri 5/25/18	4:00 PM	Mon 5/28/18	2:00 AM	Harrison: 16th to 24th Sts; etc.
Critical Mass	Fri 5/25/18	6:00 PM	Fri 5/25/18	10:00 PM	Justin Herman Plaza to ?
Carnaval Parade	Sun 5/27/18	9:30 AM	Sun 5/27/18	3:00 PM	24th Street at Bryant to 24th to Mission to 16th
Clusterfest	Mon 5/28/18	6:00 AM	Wed 6/6/18	4:00 PM	Rolling schedule of closures in streets surrounding Civic Center Plaza
Neighborhood Block Party	Mon 5/28/18	11:00 AM	Mon 5/28/18	5:00 PM	Page St: Lyon to Baker
Giants v Phillies	Fri 6/1/18	7:15 PM	Fri 6/1/18	10:15 PM	AT&T Park
Bayview SPARC	Sat 6/2/18	12:01 AM	Sat 6/2/18	11:59 PM	Egbert Avenue between 3rd and Jennings Streets
Union Street Festival	Sat 6/2/18	12:01 AM	Sun 6/3/18	11:59 PM	Union Street between Gough and Fillmore Streets; Octavia Street between Filbert and Green Streets; Laguna Street between Filbert and Green Streets; Webster Street between Filbert and Green Streets; Buchanan Street between Filbert and Green Streets; Intersections: Octavia; Laguna; Buchanan; and Webster Streets at Union Street
Giants v Phillies	Sat 6/2/18	7:05 PM	Sat 6/2/18	10:05 PM	AT&T Park
98th Annual Statuto Race	Sun 6/3/18	7:00 AM	Sun 6/3/18	12:01 PM	Stockton: Union to North Pt; North Point: Stockton to Emb
Escape from Alcatraz Triathlon	Sun 6/3/18	5:30 AM	Sun 6/3/18	1:00 PM	Various in NW of SF (Marina Green -> GGP)
Sunday Streets Sunset	Sun 6/3/18	10:00 AM	Sun 6/3/18	4:30 PM	Lincoln Way: MLK to Great Hwy; Great Hwy: Lincoln to Sloat; GG Park
Giants v Phillies	Sun 6/3/18	1:05 PM	Sun 6/3/18	4:05 PM	AT&T Park
Giants v D-backs	Mon 6/4/18	7:15 PM	Mon 6/4/18	10:15 PM	AT&T Park
Giants v D-backs	Tue 6/5/18	7:15 PM	Tue 6/5/18	10:15 PM	AT&T Park
Special Election	Tue 6/5/18		Tue 6/5/18		Advisory - no street closures: Civic Center; Pier 48; activity throughout the City

# Upcoming Temporary Street Closures

APPENDIX A TO SECTION 01.11.00

Event Name	StartDate	StartTime	EndDate	EndTime	Location
Live Oak Graduation	Wed 6/6/18	7:00 AM	Wed 6/6/18	3:30 PM	Mariposa: Carolina to Arkansas
Giants v D-backs	Wed 6/6/18	12:45 PM	Wed 6/6/18	3:45 PM	AT&T Park
Ghirardelli Square Festival	Sat 6/9/18	12:01 AM	Sun 6/10/18	11:59 PM	Beach: Larkin to Polk; Polk: North Point to Beach
26th Alcatraz Sharkfest Swim	Sat 6/9/18	12:01 AM	Sat 6/9/18	2:00 PM	Jefferson: Hyde to Westerly Terminus
Genentech Employee Event	Sat 6/9/18	10:00 AM	Sat 6/9/18	6:00 PM	Terry Francois: 3rd to South
Across the Bay 12k	Sun 6/10/18	3:30 AM	Sun 6/10/18	11:59 PM	Golden Gate Bridge to Aquatic Park
Inner Sunset Sundays	Sun 6/10/18	6:30 AM	Sun 6/10/18	7:30 PM	Irving Street between 9th and 10th Avenues
North Beach Festival	Sat 6/16/18	12:01 AM	Sun 6/17/18	11:59 PM	Grant Avenue between Columbus Avenue and Filbert Street; Columbus Avenue between Broadway and Green Streets; Vallejo Street between Stockton Street and Grant Avenue; Green Street between Columbus and Grant Avenues; Intersections: Vallejo and Green at Grant Avenue; Grant at Columbus Avenue
Giants v Marlins	Mon 6/18/18	7:15 PM	Mon 6/18/18	10:15 PM	AT&T Park
Giants v Marlins	Tue 6/19/18	7:15 PM	Tue 6/19/18	10:15 PM	AT&T Park
Giants v Marlins	Wed 6/20/18	12:45 PM	Wed 6/20/18	3:45 PM	AT&T Park
SF Pride Festival	Thu 6/21/18	9:00 AM	Mon 6/25/18	1:00 PM	Grove, etc.
Giants v Padres	Thu 6/21/18	7:15 PM	Thu 6/21/18	10:15 PM	AT&T Park
Trans March	Fri 6/22/18	6:00 PM	Fri 6/22/18	9:00 PM	Dolores Park to Dolores to Market to Taylor to Turk
Giants v Padres	Fri 6/22/18	7:15 PM	Fri 6/22/18	10:15 PM	AT&T Park
Escape From the Rock Duathlon	Sat 6/23/18	12:01 AM	Sat 6/23/18	2:00 PM	Jefferson: Hyde to Westerly Terminus
Nursery School Block Party	Sat 6/23/18	8:00 AM	Sat 6/23/18	4:00 PM	Jarboe: Moultrie to Anderson
Dyke March Event	Sat 6/23/18	9:00 AM	Sat 6/23/18	12:00 PM	Dolores: 17th to 20th Sts
Giants v Padres	Sat 6/23/18	1:05 PM	Sat 6/23/18	4:05 PM	AT&T Park
SF Pride Parade	Sun 6/24/18	7:00 AM	Sun 6/24/18	12:00 AM	Market St: Steuart to Van Ness etc.
Giants v Padres	Sun 6/24/18	1:05 PM	Sun 6/24/18	4:05 PM	AT&T Park
Giants v Rockies	Tue 6/26/18	7:15 PM	Tue 6/26/18	10:15 PM	AT&T Park
Giants v Rockies	Wed 6/27/18	7:15 PM	Wed 6/27/18	10:15 PM	AT&T Park
Giants v Rockies	Thu 6/28/18	12:45 PM	Thu 6/28/18	3:45 PM	AT&T Park
Critical Mass	Fri 6/29/18	6:00 PM	Fri 6/29/18	10:00 PM	Justin Herman Plaza to ?
Fillmore Jazz Festival	Sat 6/30/18	12:01 AM	Sun 7/1/18	11:59 PM	Fillmore Street between Jackson and Eddy Streets; Washington Street between Webster and Steiner Streets; Clay Street between Steiner and Webster Streets; O'Farrell Street between Steiner and Fillmore Streets; Intersections: Ellis, Wilmot, O'Farrell, Washington and Clay Streets at Fillmore Street
City 4th of July Celebration	Wed 7/4/18	2:00 PM	Wed 7/4/18	11:59 PM	Fireworks at the Wharf
Giants v Cardinals	Thu 7/5/18	7:15 PM	Thu 7/5/18	10:15 PM	AT&T Park

# Upcoming Temporary Street Closures

Event Name	StartDate	StartTime	EndDate	EndTime	Location
Giants v Cardinals	Fri 7/6/18	7:15 PM	Fri 7/6/18	10:15 PM	AT&T Park
Giants v Cardinals	Sat 7/7/18	1:05 PM	Sat 7/7/18	4:05 PM	AT&T Park
Inner Sunset Sundays	Sun 7/8/18	6:30 AM	Sun 7/8/18	7:30 PM	Irving Street between 9th and 10th Avenues
Giants v Cardinals	Sun 7/8/18	1:05 PM	Sun 7/8/18	4:05 PM	AT&T Park
Giants v Cubs	Mon 7/9/18	7:15 PM	Mon 7/9/18	10:15 PM	AT&T Park
Giants v Cubs	Tue 7/10/18	7:15 PM	Tue 7/10/18	10:15 PM	AT&T Park
Giants v Cubs	Wed 7/11/18	12:45 PM	Wed 7/11/18	3:45 PM	AT&T Park
Giants v Athletics	Fri 7/13/18	7:15 PM	Fri 7/13/18	10:15 PM	AT&T Park
Giants v Athletics	Sat 7/14/18	7:05 PM	Sat 7/14/18	10:05 PM	AT&T Park
Sunday Streets Mission	Sun 7/15/18	10:00 AM	Sun 7/15/18	4:30 PM	Valencia: Duboce to 26th St
Giants v Athletics	Sun 7/15/18	1:05 PM	Sun 7/15/18	4:05 PM	AT&T Park
Rugby World Cup	Thu 7/19/18	8:00 AM	Mon 7/23/18	10:00 PM	Terry Francois: 3rd to South; King Street (southernmost lane); 2nd St to Townsend
Giants v Brewers	Thu 7/26/18	7:15 PM	Thu 7/26/18	10:15 PM	AT&T Park
Critical Mass	Fri 7/27/18	6:00 PM	Fri 7/27/18	10:00 PM	Justin Herman Plaza to ?
Giants v Brewers	Fri 7/27/18	7:15 PM	Fri 7/27/18	10:15 PM	AT&T Park
Giants v Brewers	Sat 7/28/18	6:05 PM	Sat 7/28/18	9:05 PM	AT&T Park
SF Marathon	Sun 7/29/18	12:01 AM	Sun 7/29/18	2:45 PM	Extensive closures throughout City
Up Your Alley Fair	Sun 7/29/18	5:00 AM	Sun 7/29/18	9:00 PM	Folsom: 9th to 11th; 10th: Howard to Harrison etc
Giants v Brewers	Sun 7/29/18	1:05 PM	Sun 7/29/18	4:05 PM	AT&T Park
Nihonmachi Street Fair [dates tentative]	Sat 8/4/18	5:00 AM	Sun 8/5/18	9:00 PM	Post: Laguna to Fillmore; Webster: Sutter to Geary
Giants v Astros	Mon 8/6/18	7:15 PM	Mon 8/6/18	10:15 PM	AT&T Park
Giants v Astros	Tue 8/7/18	12:45 PM	Tue 8/7/18	3:45 PM	AT&T Park
Polk Street Summer Wine Walk	Thu 8/9/18	4:00 PM	Thu 8/9/18	8:00 PM	Polk St: Sutter to Filbert [NO CLOSURE - increased traffic and pedestrians
Giants v Pirates	Thu 8/9/18	7:15 PM	Thu 8/9/18	10:15 PM	AT&T Park
Giants v Pirates	Fri 8/10/18	7:15 PM	Fri 8/10/18	10:15 PM	AT&T Park
Giants v Pirates	Sat 8/11/18	6:05 PM	Sat 8/11/18	9:05 PM	AT&T Park
Giants v Pirates	Sun 8/12/18	1:05 PM	Sun 8/12/18	4:05 PM	AT&T Park
Sunday Streets Tenderloin	Sun 8/19/18	10:00 AM	Sun 8/19/18	4:30 PM	Ellis/Jones/Golden Gate/Larkin
Ed Sheeran Concert at AT&T Park	Tue 8/21/18	4:00 PM	Tue 8/21/18	11:59 PM	Terry Francois: 3rd to South
Giants v Rangers	Fri 8/24/18	7:15 PM	Fri 8/24/18	10:15 PM	AT&T Park
Neighborhood Block Party	Sat 8/25/18	9:00 AM	Sat 8/25/18	5:00 PM	Madrid: Peru to Avalon
Giants v Rangers	Sat 8/25/18	1:05 PM	Sat 8/25/18	4:05 PM	AT&T Park
Bridge to Bridge Run	Sun 8/26/18	7:15 AM	Sun 8/26/18	11:00 AM	N/B Embarcadero; Jefferson; Marina Blvd (w/b) etc.
Giants v Rangers	Sun 8/26/18	1:05 PM	Sun 8/26/18	4:05 PM	AT&T Park
Giants v D-backs	Mon 8/27/18	7:15 PM	Mon 8/27/18	10:15 PM	AT&T Park
Giants v D-backs	Tue 8/28/18	7:15 PM	Tue 8/28/18	10:15 PM	AT&T Park
Giants v D-backs	Wed 8/29/18	7:15 PM	Wed 8/29/18	10:15 PM	AT&T Park



# Upcoming Temporary Street Closures

APPENDIX A TO SECTION 01.11.00

Event Name	StartDate	StartTime	EndDate	EndTime	Location
Critical Mass	Fri 8/31/18	6:00 PM	Fri 8/31/18	10:00 PM	Justin Herman Plaza to ?
Giants v Mets	Fri 8/31/18	7:15 PM	Fri 8/31/18	10:15 PM	AT&T Park
Giants v Mets	Sat 9/1/18	1:05 PM	Sat 9/1/18	4:05 PM	AT&T Park
Giants v Mets	Sun 9/2/18	1:05 PM	Sun 9/2/18	4:05 PM	AT&T Park
JP Morgan Chase Corporate Challenge	Thu 9/6/18	3:00 PM	Thu 9/6/18	10:00 PM	Terry Francois to 3rd St to Embarcadero at Howard
Ghirardelli Chocolate Festival	Sat 9/8/18	2:00 AM	Sun 9/9/18	11:00 PM	Polk: North Point to Beach; Beach: Larkin to Terminus
Giant Race Set-up	Sat 9/8/18	11:00 PM	Sun 9/9/18	2:00 PM	EB King: 2nd to 3rd; NB Embarcadero: Townsend to 2nd; NB 3rd St: King to Channel; Terry Francois: 3rd to Mission Rock
Giant Race	Sun 9/9/18	5:00 AM	Sun 9/9/18	1:00 PM	AT&T Park to Presidio and back
Sunday Streets Western Addition	Sun 9/9/18	10:00 AM	Sun 9/9/18	4:30 PM	Fillmore: Geary to Fulton; Fulton: Fillmore to Baker; Baker: McAllister to Fell
Giant Race Set-up	Sun 9/9/18	11:00 PM	Sun 9/9/18	2:00 PM	EB King: 2nd to 3rd; NB Embarcadero: Townsend to 2nd; NB 3rd St: King to Channel; Terry Francois: 3rd to Mission Rock
Giants v Braves	Mon 9/10/18	7:15 PM	Mon 9/10/18	10:15 PM	AT&T Park
Giants v Braves	Tue 9/11/18	7:15 PM	Tue 9/11/18	10:15 PM	AT&T Park
Giants v Braves	Wed 9/12/18	12:45 PM	Wed 9/12/18	3:45 PM	AT&T Park
Giants v Rockies	Fri 9/14/18	7:15 PM	Fri 9/14/18	10:15 PM	AT&T Park
Chinatown Autumn Moon Festival [dates tentative]	Sat 9/15/18	12:01 AM	Sun 9/16/18	8:00 PM	Grant: California to Broadway; Washington Wentworth to Stockton; etc
Giants v Rockies	Sat 9/15/18	6:05 PM	Sat 9/15/18	9:05 PM	AT&T Park
Urban Air Market: Hayes Valley	Sun 9/16/18	7:00 AM	Sun 9/16/18	7:00 PM	Octavia: Fell to Fulton; Linden: Octavia to Gough
Giants v Rockies	Sun 9/16/18	1:05 PM	Sun 9/16/18	4:05 PM	AT&T Park
Salesforce Conference [dates tentative]	Wed 9/19/18	8:00 PM	Sat 9/29/18	8:00 PM	Howard: 3rd to 4th Sts
Eagles Concert at AT&T Park	Thu 9/20/18	2:30 PM	Thu 9/20/18	11:59 PM	Terry Francois: 3rd to South
Schroeder's Oktoberfest	Fri 9/21/18	11:00 AM	Fri 9/21/18	10:00 PM	Front: California to Sacramento
Journey & Def Leppard Concert at AT&T Park	Fri 9/21/18	2:30 PM	Fri 9/21/18	11:59 PM	Terry Francois: 3rd to South
Bike MS: Waves to Wine	Sat 9/22/18		Sun 9/23/18		No closures: Bayshore-Geneva-Ocean-21st Ave-Sloat-Great Hwy-Pt Lobos-43rd Ave-Clement-32nd Ave-El Camino del Mar-Presidio
Sunday Streets Tenderloin	Sun 9/23/18	10:00 AM	Sun 9/23/18	4:30 PM	Ellis Street between Larkin and Taylor Streets; Golden Gate Avenue between Polk and Jones Streets; Larkin Street between Ellis and Grove Streets; Jones Street between O'Farrell Street and Golden Gate Avenue; Turk Street between Taylor and Jones Streets; Fulton Street between Larkin and Hyde Streets; Intersections: Golden Gate, Turk and Ellis at Larkin Street; Ellis Street and Golden Gate Avenue at Hyde Street; Golden Gate, Turk and Ellis at Jones Street
Giants v Padres	Mon 9/24/18	7:15 PM	Mon 9/24/18	10:15 PM	AT&T Park
Giants v Padres	Tue 9/25/18	7:15 PM	Tue 9/25/18	10:15 PM	AT&T Park

# Upcoming Temporary Street Closures

APPENDIX A TO SECTION 01.11.00

Event Name	StartDate	StartTime	EndDate	EndTime	Location
Giants v Padres	Wed 9/26/18	7:15 PM	Wed 9/26/18	10:15 PM	AT&T Park
Valencia Street Wine Walk	Thu 9/27/18	4:00 PM	Thu 9/27/18	8:00 PM	Valencia St [NO CLOSURE - Increased traffic and pedestrians]
Alcatraz Invitational Swim	Fri 9/28/18	5:00 PM	Sat 9/29/18	3:00 PM	Jefferson: Hyde to Westerly Terminus
Critical Mass	Fri 9/28/18	6:00 PM	Fri 9/28/18	10:00 PM	Justin Herman Plaza to ?
Giants v Dodgers	Fri 9/28/18	7:15 PM	Fri 9/28/18	10:15 PM	AT&T Park
Giants v Dodgers	Sat 9/29/18	1:05 PM	Sat 9/29/18	4:05 PM	AT&T Park
Folsom Street Fair	Sun 9/30/18	3:00 AM	Sun 9/30/18	10:00 PM	Folsom: 8th to 13th, 9th, 10th, 11th, 12th : How to Har
Blessing of the Fishing Fleet	Sun 9/30/18	8:00 AM	Sun 9/30/18	4:00 PM	Filbert: Stockton to Powell
Giants v Dodgers	Sun 9/30/18	12:05 PM	Sun 9/30/18	3:05 PM	AT&T Park
Union Street Harvest Wine Walk	Thu 10/4/18	4:00 PM	Thu 10/4/18	8:00 PM	Union St: Gough to Steiner [NO CLOSURE - increased traffic and pedestrians]
San Francisco Fleet Week Airshow	Fri 10/5/18	6:00 AM	Sun 10/7/18	6:00 PM	Jefferson: Hyde to Westerly Terminus
Hardly Strictly Bluegrass	Fri 10/5/18		Sun 10/7/18		Golden Gate Park
Castro Street Fair	Sun 10/7/18	4:00 AM	Sun 10/7/18	10:00 PM	Market: Noe to Eureka, etc.
Italian Heritage Parade	Sun 10/7/18		Sun 10/7/18		
Neighborhood Block Party	Sat 10/13/18	10:00 AM	Sat 10/13/18	4:00 PM	Ulloa Street between Laguna Honda Boulevard and Sydney Way
Sunday Streets Excelsior	Sun 10/14/18	10:00 AM	Sun 10/14/18	4:30 PM	Mission Street between Avalon and Geneva Avenues; Cotter St, Francis St, Santa Rosa Ave, Onondaga, and Seneca Ave between Mission Street and Alemany Avenue; Ocean Avenue between Persia and Mission Streets; Intersections: Amazon, Russia, Onondaga, Leo, Ruth, San Juan, Norton, Brazil, Harrington, Santa Rosa, Excelsior, Francis, and Cotter Streets at Mission Street
Civic Center Event	Fri 10/19/18		Sun 10/21/18		Civic Center Plaz and surrounding streets
Wharf Fest	Sat 10/20/18	12:00 AM	Sat 10/20/18	11:00 PM	Little Embarcadero: Powell to Taylor
Oracle OpenWorld [dates tentative]	Thu 10/25/18	8:00 AM	Sat 11/3/18	8:00 AM	Howard: 3rd to 4th Sts
Critical Mass	Fri 10/26/18	6:00 PM	Fri 10/26/18	10:00 PM	Justin Herman Plaza to ?
Golden Gate Half [dates tentative]	Fri 11/2/18	7:00 PM	Sun 11/4/18	7:30 AM	Marina Blvd: Laguna to Baker Streets; and other streets
Veteran's Day Parade	Sun 11/11/18	10:00 AM	Sun 11/11/18	12:00 PM	Fisherman's Wharf Area; Embarcadero: North Point to Jefferson Jefferson: Embarcadero to Leavenworth
Critical Mass	Fri 11/30/18	6:00 PM	Fri 11/30/18	10:00 PM	Justin Herman Plaza to ?
South End Rowing Club Holiday Party	Sat 12/1/18	12:00 PM	Sat 12/1/18	11:59 PM	Jefferson: Hyde to Westerly Terminus
Critical Mass	Fri 12/28/18	6:00 PM	Fri 12/28/18	10:00 PM	Justin Herman Plaza to ?
NADA Convention	Thu 1/24/19		Sun 1/27/19		CAUTION: Market, Mission, Howard, Folsom, New Montgomery, 3rd, 4th and 5th
Protest Walk	Sat 1/26/19	11:00 AM	Sat 1/26/19	3:00 PM	Civic Center Plaza along Market toward Justin Herman

# Upcoming Temporary Street Closures

APPENDIX A TO SECTION 01 11 00

Event Name	StartDate	StartTime	EndDate	EndTime	Location
Critical Mass	Fri 8/31/18	6:00 PM	Fri 8/31/18	10:00 PM	Justin Herman Plaza to ?
Giants v Mets	Fri 8/31/18	7:15 PM	Fri 8/31/18	10:15 PM	AT&T Park
Giants v Mets	Sat 9/1/18	1:05 PM	Sat 9/1/18	4:05 PM	AT&T Park
Giants v Mets	Sun 9/2/18	1:05 PM	Sun 9/2/18	4:05 PM	AT&T Park
JP Morgan Chase Corporate Challenge	Thu 9/6/18	3:00 PM	Thu 9/6/18	10:00 PM	Terry Francois to 3rd St to Embarcadero at Howard
Ghirardelli Chocolate Festival	Sat 9/8/18	2:00 AM	Sun 9/9/18	11:00 PM	Polk: North Point to Beach; Beach: Larkin to Terminus
Giant Race Set-up	Sat 9/8/18	11:00 PM	Sun 9/9/18	2:00 PM	EB King: 2nd to 3rd; NB Embarcadero: Townsend to 2nd; NB 3rd St: King to Channel; Terry Francois: 3rd to Mission Rock
Giant Race	Sun 9/9/18	5:00 AM	Sun 9/9/18	1:00 PM	AT&T Park to Presidio and back
Sunday Streets Western Addition	Sun 9/9/18	10:00 AM	Sun 9/9/18	4:30 PM	Fillmore: Geary to Fulton; Fulton: Fillmore to Baker; Baker: McAllister to Fell
Giant Race Set-up	Sun 9/9/18	11:00 PM	Sun 9/9/18	2:00 PM	EB King: 2nd to 3rd; NB Embarcadero: Townsend to 2nd; NB 3rd St: King to Channel; Terry Francois: 3rd to Mission Rock
Giants v Braves	Mon 9/10/18	7:15 PM	Mon 9/10/18	10:15 PM	AT&T Park
Giants v Braves	Tue 9/11/18	7:15 PM	Tue 9/11/18	10:15 PM	AT&T Park
Giants v Braves	Wed 9/12/18	12:45 PM	Wed 9/12/18	3:45 PM	AT&T Park
Giants v Rockies	Fri 9/14/18	7:15 PM	Fri 9/14/18	10:15 PM	AT&T Park
Chinatown Autumn Moon Festival [dates tentative]	Sat 9/15/18	12:01 AM	Sun 9/16/18	8:00 PM	Grant: California to Broadway; Washington Wentworth to Stockton; etc
Giants v Rockies	Sat 9/15/18	6:05 PM	Sat 9/15/18	9:05 PM	AT&T Park
Urban Air Market: Hayes Valley	Sun 9/16/18	7:00 AM	Sun 9/16/18	7:00 PM	Octavia: Fell to Fulton; Linden: Octavia to Gough
Giants v Rockies	Sun 9/16/18	1:05 PM	Sun 9/16/18	4:05 PM	AT&T Park
Salesforce Conference [dates tentative]	Wed 9/19/18	8:00 PM	Sat 9/29/18	8:00 PM	Howard: 3rd to 4th Sts
Eagles Concert at AT&T Park	Thu 9/20/18	2:30 PM	Thu 9/20/18	11:59 PM	Terry Francois: 3rd to South
Schroeder's Oktoberfest	Fri 9/21/18	11:00 AM	Fri 9/21/18	10:00 PM	Front: California to Sacramento
Journey & Def Leppard Concert at AT&T Park	Fri 9/21/18	2:30 PM	Fri 9/21/18	11:59 PM	Terry Francois: 3rd to South
Bike MS: Waves to Wine	Sat 9/22/18		Sun 9/23/18		No closures: Bayshore-Geneva-Ocean-21st Ave-Sloat-Great Hwy-Pt Lobos-43rd Ave-Clement-32nd Ave-El Camino del Mar-Presidio
Sunday Streets Tenderloin	Sun 9/23/18	10:00 AM	Sun 9/23/18	4:30 PM	Ellis Street between Larkin and Taylor Streets; Golden Gate Avenue between Polk and Jones Streets; Larkin Street between Ellis and Grove Streets; Jones Street between O'Farrell Street and Golden Gate Avenue; Turk Street between Taylor and Jones Streets; Fulton Street between Larkin and Hyde Streets; Intersections: Golden Gate, Turk and Ellis at Larkin Street; Ellis Street and Golden Gate Avenue at Hyde Street; Golden Gate, Turk and Ellis at Jones Street
Giants v Padres	Mon 9/24/18	7:15 PM	Mon 9/24/18	10:15 PM	AT&T Park
Giants v Padres	Tue 9/25/18	7:15 PM	Tue 9/25/18	10:15 PM	AT&T Park

Long-Term and Recurring Street Closures

Event Name	StartDate	StartTime	EndDate	EndTime	Location	Notes
Off the Grid: Minna	Wed 5/31/17	10:00 AM	Wed 5/30/18	3:00 PM	Minna: 5th to Mary	Each Wed & Friday, 10 AM to 3 PM
Clement Street Farmers' Market	Sun 6/4/17	7:00 AM	Sun 6/17/18	3:30 PM	Clement: 2nd to 4th Avenues	Every Sunday 7 AM to 3:30 PM
Mint Plaza Food Trucks	Sat 8/19/17	6:00 AM	Sun 8/19/18	3:00 PM	Mint Plaza: 5th to Jessie	Monday to Sunday 6 AM to 3 PM each day
Fillmore Farmer's Market	Sun 8/27/17	7:00 AM	Sun 8/26/18	2:00 PM	O'Farrell: Fillmore to Steiner	Every Saturday 7 AM to 2 PM
Inner Sunset Farmers' Market	Sun 12/10/17	7:00 AM	Sun 12/9/18	3:00 PM	Irving Lot 2: 8th to 9th Avenues	Each Sunday, 7 AM to 3 PM
Castro Farmers' Market	Wed 3/21/18	2:00 PM	Wed 12/19/18	9:00 PM	Noe: Market to Beaver	Each Wednesday, 2 PM to 9 PM
Divisadero Farmers' Market	Sun 1/21/18	8:00 AM	Sun 1/20/19	3:00 PM	Grove: Divisadero to Broderick	Each Sunday, 8 AM to 3 PM
Mission Community Market	Thu 4/5/18	1:00 PM	Thu 12/27/18	9:30 PM	22nd St: Valencia to Mission; Bartlett: 21st to 22nd	Every Thursday 1 PM to 9:30 PM

# Long-Term and Recurring Street Closures

Event Name	StartDate	StartTime	EndDate	EndTime	Location	Notes
Off the Grid: Minna	Wed 5/31/17	10:00 AM	Wed 5/30/18	3:00 PM	Minna: 5th to Mary	Each Wed & Friday, 10 AM to 3 PM
Clement Street Farmers' Market	Sun 6/4/17	7:00 AM	Sun 6/17/18	3:30 PM	Clement: 2nd to 4th Avenues	Every Sunday 7 AM to 3:30 PM
Mint Plaza Food Trucks	Sat 8/19/17	6:00 AM	Sun 8/19/18	3:00 PM	Mint Plaza: 5th to Jessie	Monday to Sunday 6 AM to 3 PM each day
Fillmore Farmer's Market	Sun 8/27/17	7:00 AM	Sun 8/26/18	2:00 PM	O'Farrell: Fillmore to Steiner	Every Saturday 7 AM to 2 PM
Inner Sunset Farmers' Market	Sun 12/10/17	7:00 AM	Sun 12/9/18	3:00 PM	Irving Lot 2: 8th to 9th Avenues	Each Sunday, 7 AM to 3 PM
Castro Farmers' Market	Wed 3/21/18	2:00 PM	Wed 12/19/18	9:00 PM	Noe: Market to Beaver	Each Wednesday, 2 PM to 9 PM
Divisadero Farmers' Market	Sun 1/21/18	8:00 AM	Sun 1/20/19	3:00 PM	Grove: Divisadero to Broderick	Each Sunday, 8 AM to 3 PM
Mission Community Market	Thu 4/5/18	1:00 PM	Thu 12/27/18	9:30 PM	22nd St: Valencia to Mission; Bartlett: 21st to 22nd	Every Thursday 1 PM to 9:30 PM



## SECTION 01 20 00

## PRICE AND PAYMENT PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes: Procedures for preparation and submittal of Progress Payment Requests.
- B. Related Sections:
  - 1. Section 00 72 00 – General Conditions, Article 9, Payments and Completion.
  - 2. Section 00 41 00 – Bid Form.
  - 3. Section 01 29 73 – Schedule of Values.
  - 2. Section 01 32 16 – Construction Progress Schedule.

## 1.2 SCOPE

- A. Payment for the various items of the Schedule of Bid Prices, as further specified herein, shall include all compensation to be received by Contractor for furnishing all tools, equipment, supplies, and manufactured products, and for all labor, operations, overhead and profit, applicable taxes, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of work as specified and as shown on the Drawings. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Prices, and all costs therefore shall be included in the prices named in the Schedule of Bid Prices for the various appurtenant items of Work.
- B. Contract Prices shall be deemed to include all bonds and insurance, all appurtenances necessary to complete the required Work, including all costs for compliance with the regulations of public agencies having jurisdiction, including Health and Safety Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), and including all costs for loss or damage arising from the Work, or from action of the elements, for any unforeseen difficulties which may be encountered, and for all risks of every description connected with the prosecution of the Work until Project Completion, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract.
- C. Except as otherwise expressly stipulated in the Contract Documents, no payment shall be made for materials stored on or off site, and for materials not yet incorporated into the Work on site.
- D. Neither the payment of any estimate nor of any retained percentage shall relieve Contractor of its obligation to make good all defective work or material.

## 1.3 BASIS OF PAYMENT

- A. Unit Price Work
  - 1. The City shall determine the quantities of Work to be paid for any item for which a unit price is fixed in the Contract.
  - 2. Unless otherwise provided, determination of the number of units of Work so completed shall be based, as far as practicable, on the actual measurement or count made by the City Representative of the Work satisfactorily completed within the prescribed limits.

3. Measurement and computations shall be made by methods as the City may consider appropriate for the class of Work measured.
  4. Should the actual quantities of Work performed under any unit price be greater or less than the estimated quantity stipulated on the Schedule of Bid Prices, or if an item of Work is deleted, the final Contract cost shall be adjusted by Change Order to reflect the actual quantities and actual costs including fixed costs for unit price items.
- B. Lump Sum: When the estimated quantity for specific portions of Work is not indicated on the Schedule of Bid Prices and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed as set forth in the Specifications and shown on the Drawings.
- C. Monthly payment requests shall be based upon information developed at monthly Application for Payment meetings and shall be prepared by Contractor. The approved Schedule of Values will be the basis for Contractor's payment requests.
1. No partial progress payment shall be made to Contractor until all cost information requested by the City is submitted and reviewed.
  2. Submission of a progress schedule update in accordance with Section 01 32 16 for the same period of the progress payment application shall be a condition precedent to making the progress payment application.

#### 1.4 APPLICATION AND SCHEDULE PROCEDURES

- A. On the 25th of each month submit an itemized Application of Payment to the City Representative by email with all required supporting documents attached in PDF format or in other Windows file formats (except Certified Payrolls) covering the Work completed as of the date of the Application for Payment.
1. Submit a progress schedule update with each Application for Payment.
  2. List each authorized Change Order executed prior to date of submission by Change Order Number and description, as for original items of work.
  3. When the City requires substantiating data, Contractor shall submit suitable information with cover letter identifying Application of Payment number and date, line item by number and description.
  4. Submit Certified Payrolls through the City's internet-based Project Reporting System. Refer to Paragraph 9.03M of the General Conditions.
  5. Specify the desired Method of Payment, either electronic funds transfer or check.
- B. Progress payments for the work performed under this Contract will be made in the manner described in Paragraph 9.03 of the General Conditions.
1. Progress payments will be based upon progress estimates by Contractor and verified by the City of the actual physical progress of the work, utilizing the Schedule of Values approved by the City.
  2. Progress payments will be made on a monthly basis and no mid-monthly payments will be made regardless of the value of the work and material incorporated prior thereto.
  3. Contractor shall certify its estimate of the quantities of the work completed, contained in the monthly progress payment estimate, by signing each such estimate prior to its submission.
  4. Contractor shall submit Project Record Drawings as specified below under article "Project Record Drawings."
  5. The City will make final determination if agreement cannot be reached on Contractor's progress payment request.
- C. The City shall issue payments to Contractor through the City's electronic payment system. Contractor acknowledges and agrees to receive payment electronically through



this system. Contractor shall not be entitled to any additional cost or charge under this Contract for using or failing to use the electronic payment system. Nor shall Contractor be entitled to any additional cost or charge for delays or failures of the electronic payment system to complete a payment transaction.

- D. Pursuant to California Public Contract Code Section 22300, Contractor may substitute securities for any money withheld by the City to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to the City.
1. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City Controller or with a state or federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract.
  2. Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16420 of the Government Code and to bank or savings and loan certificates of deposit.
  3. Contractor shall enter into escrow agreement with City Controller for in-lieu construction payment retention provided by City, specifying amount of securities to be deposited, terms and conditions of conversion into cash in case of Contractor's default, and termination of escrow upon completion of Contract.
  4. Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.

#### 1.5 PROGRESS ESTIMATES

- A. Upon receiving Contractor's monthly progress payment application, the City will review progress breakdown and make adjustments to percent of completion of each item of Work.
1. Monthly progress payments will be made based on the total value of Work items completed or partially completed, as determined by the City with participation of Contractor.
  2. Accumulated retainage will be shown as separate item in payment summary.
- B. After approving the finalized Progress Payment Report, the City will commence payment processing electronically. The payments will be made in accordance with Contractor's specified Method of Payment.

#### 1.6 PROJECT RECORD DRAWINGS

- A. If requested by the City Representative, submit original and one (1) copy of the Project Record Drawings (As-Built) with the monthly progress payments to the City Representative in the field for review. The original Record Drawings will be returned to the Contractor within fourteen (14) calendar days of submittal. The Contractor shall update the Record Drawings based on the City Representative's comments and resubmit the drawings for record. If the Record Drawings are not kept current or not furnished when specified herein, Progress Payments and if necessary the Final Payment will be withheld.

#### 1.7 ELECTRONIC CERTIFIED PAYROLLS

- A. In accordance with the requirements of Paragraph 9.03M of the General Conditions, Contractor shall submit certified payrolls to the City electronically via the City-selected Project Reporting System ("PRS"), an internet-based program. This submittal is required for Progress Payments as specified in this Section 01 20 00 - Price and Payment Procedures. In addition to data relating to weekly payroll information, the Contractor, Subcontractors and Suppliers shall enter in appropriate fields of the PRS information regarding new hires, including name and date hired of each new employee.

PART 2 – PAYMENT SCHEDULE

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 21 00

## ALLOWANCES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes: Allowances and procedures for doing allowance work.

## 1.2 PROJECT CONDITIONS

- A. Allowances shall be done only when and as directed in writing by the City Representative.
- B. Allowances shall cover the actual direct cost to Contractor of labor, materials and equipment delivered and installed at the site, required taxes and fees, less applicable trade discounts.
- C. Contractor's costs for required on-site and off-site storage and security, loading and unloading, handling at the site, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in Contractor's Total Bid Price and not in the allowances unless indicated otherwise.
- D. The amount given on Schedule of Bid Prices under each allowance item shall be the amount of funds set aside for each allowance. Said amounts shall be included in Contractor's Total Bid Price on the Schedule of Bid Prices.
- E. Whenever costs are more than or less than allowances, the Contract cost will be adjusted by change order based on the difference between (1) actual costs and the allowances, and (2) changes in Contractor's costs. Contractor shall identify allowance item under which work is done on Contractor's progress schedule and application for payment.
- F. Contractor's mark up for overhead and profit on allowance work shall be limited to 5%.

## PART 2 - SCHEDULE OF ALLOWANCES

## PART 3 – EXECUTION (Not Used)

END OF SECTION



## SECTION 01 26 00

## CONTRACT MODIFICATION PROCEDURES

## PART 1 - General

## 1.1 SUMMARY

- A. Section Includes: General procedural requirements for changes, modifications, and extras.
- B. Related Sections:
  - 1. 00 72 00 – General Conditions, Article 6
  - 2. 01 20 00 – Price and Payment Procedures: Application Procedures
  - 3. 01 31 13 – Project Coordination: Requests for Information
  - 4. 01 33 00 – Submittal Procedures: Construction Schedule
  - 5. 01 78 39 – Project Record Documents

## 1.2 MINOR CHANGES

- A. Clarifications: The City will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract by issuing written interpretations or clarifications of the Contract Documents as the City deems necessary such as supplemental instructions on Request for Information (RFI) Form or by a written field order by the City Representative.
  - 1. Refer to Section 01 31 13 – Coordination for procedures for requesting information or clarifications on Contract Documents.
  - 2. Pursuant to Paragraph 6.03, Change Order Requests and Proposed Change Orders, of the General Conditions, such written interpretations and clarifications shall be binding on the City and Contractor. Promptly execute the work required by the City's written interpretation or clarification.
- B. Notification: If Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, submit to the City Representative a request for Change Order therefore before beginning the work required by the written interpretation or clarification or within seven calendar days from the date of the City's response.

## 1.3 DOCUMENTATION

- A. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- B. On request and within a reasonable period of time, provide additional data to support computations:
  - 1. Quantities and type of products.
  - 2. Labor breakdown by trade classification, wage rates, and estimated hours.
  - 3. Equipment breakdown by type, size, rental rates, and equipment hours.
  - 4. Taxes, insurance and bonds.
  - 5. Mark-ups, including overhead and profit.
  - 6. Justification for any change in Contract Time, including a schedule analysis identifying critical progress schedule activities delayed by the PCO.
  - 7. Credit for deletions from Contract and work estimates of subcontractors, similarly documented.
- C. Support each claim for additional costs, and for work done on a force account basis, with additional information:

1. Origin and date of claim.
  2. Date of authorization for extra work by the City Representative as per Force Account Change Order issued to Contractor.
  3. Dates and times work was performed, and by whom.
  4. Time records and wage rates paid.
  5. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- D. Failure to properly document or provide supporting documents related to additional work or credit of a claim shall invalidate such claims or upon decision of the City, proceed with the City's best cost estimate of disputed additional work or credits.
- E. Documentation, data preparation, and administration of change orders shall be considered as incidental work and no additional payment will be made therefore.

#### 1.4 CHANGE PROCEDURES

- A. The City may issue a Proposed Change Order (PCO) Memorandum which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, and a change in Contract Time for executing the change if necessary.
1. Prepare and submit a cost proposal estimate to the City Representative for approval upon receiving a PCO within the number of calendar days per General Conditions Paragraph 6.03D, furnishing a complete breakdown of costs of both credits and extras, itemizing materials, labor, taxes, and mark-up for overhead and profit. Subcontract work shall also be indicated on the same form as for Contractor's breakdown.
  2. Limit Contractor's and subcontractor's mark-ups to the maximum percentages as specified for force account work under Paragraph 6.06, Cost of the Change Order Work, of the General Conditions. Contractor's mark-up on work performed by a subcontractor shall be in accordance with Paragraph 6.06C of the General Conditions. No additional payment will be made by reason of performance of additional work by a subcontractor.
  3. All requests for time extensions pursuant to Paragraph 7.02, Delays and Extensions of Time, of the General Conditions or claims for damages for delay caused by the City's processing of Change Orders will be reduced by the additional time in excess of that allowed for Contractor to submit a PCO cost proposal as provided herein, provided that the activity was shown on the critical path on the base line schedule.
  4. Submit additional data as specified under Article "Documentation" as requested by the City Representative.
  5. The City will review Contractor's cost proposal estimate and will negotiate the final terms of Change Order with Contractor.
  6. Upon approval of PCO by the City, the City will issue Change Order directing Contractor to proceed with the change in the work.
- B. Contractor may propose a change by submitting a request for a PCO number to the City, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on the Work schedule and operations.
1. Document any requested substitutions in accordance with Section 01 25 13.
  2. Contractor's RFI submittal shall not constitute a request for change.

#### 1.5 UNILATERAL CHANGE ORDER

- A. When time does not allow for the Change Order to be negotiated through the PCO process, or when the City and Contractor are unable to agree on the cost or time required to

complete the change in the Work described in a PCO, the City may issue a document instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order based on the City's estimate of costs, if any.

- B. The document will describe changes in the Work, and will indicate the City's determination of any change in cost.
- C. Promptly execute the change in Work.
- D. If Contractor disagrees with the City's estimate of cost and time or other conditions of a Unilateral Change Order, Contractor shall submit a written protest in accordance with Paragraph 6.05, Unilateral Change Orders, of the General Conditions within 15 calendar days of its receipt and before proceeding with the required work.
  - 1. After the written protest has been filed and within 7 calendar days of completing said disputed work, submit a notice of potential claim for the cost differential between Contractor's actual cost and the City's estimate included in the Unilateral Change Order.
  - 2. Within 30 calendar days of the date of said notice of potential claim submit to the City Representative a claim with written documentation as specified under Article "Documentation".

#### 1.6 FORCE ACCOUNT WORK

- A. All Force Account work shall be witnessed, documented and approved in writing by the City on the day that the work is performed. No Force Account work that is not so reported to the City Representative will be paid by the City. The Contractor shall notify the City Representative in writing at least 24 hours in advance of its schedule before proceeding with the Force Account work.
- B. Force account charges, a definite price for which has not been agreed on in advance, shall be recorded daily upon a Daily Force Account Report Form obtained from the City Representative.
  - 1. Contractor or authorized representative shall complete and sign Form.
  - 2. The Form shall provide an itemized account and supporting data and shall be countersigned by the City Representative.

#### 1.7 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: The City will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- B. The City shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor.

#### 1.8 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

## 1.9 CONTINUING WORK DURING DISPUTES

- A. The Contractor shall carry on and prosecute the work and maintain the progress schedule during all disputes and disagreements with the City. Time is of the essence. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City Representative and the Contractor may otherwise agree in writing.
- B. The Contractor shall notify the City Representative at the beginning of each single day, shift, or phase before performing the disputed work. Failure to notify the City Representative at the beginning of each day, shift or phases will result in no verification of any work performed under dispute or disagreement. The Contractor and the City Representative shall agree upon the size and number of manpower, equipment, and materials for documentation at the end of every day, shift or phase until resolution or completion of the disputed work.
- C. Submit a Disputed Work Report Form on the day that work is performed if the City and Contractor disagree as to the City's determination of said work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



## SECTION 01 29 73

## SCHEDULE OF VALUES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes: Submittal requirements, coordination, review and acceptance of the schedule of values for evaluating progress payment applications.
- B. Related Sections:
  - 1. 00 72 00 – General Conditions, Article 9, Payments and Completion
  - 2. 01 20 00 – Price and Payment Procedures

## 1.2 SUBMITTAL REQUIREMENTS

- A. Submit within 15 calendar days after the Notice to Proceed date but in no event later than 7 days before Contractor's initial application for payment, a schedule of values covering the lump sum items.
- B. The schedule of values shall consist of a detailed cost breakdown of Contractor's Bid covering the Lump Sum Work and Lump Sum Items of Work by classification, in accordance with the Construction Specifications Institute's MasterFormat® (2010 Update) as represented by the Specifications Table of Contents.
- C. The specific format and detail shall be acceptable to the City Representative for estimating and evaluating progress payments, as follows:
  - 1. An unbalanced schedule of values providing for overpayment of Contractor on items of work that would be performed first will not be accepted.
  - 2. The sum of the individual costs listed in the schedule of values shall equal the lump sum price bid under the Bid Item in the Schedule of Bid Prices for the Work activity.
  - 2. Provide breakdown in sufficient detail to facilitate continued evaluation of progress payment applications.
  - 3. Show the total cost of each item of work including all labor, material, equipment, fixed cost elements, incidental expenses, and overhead and profit.
  - 4. Overhead and profit shall not be listed as separate items.
  - 5. Identify separate line items for temporary items, mobilization, final cleaning, operations and maintenance manuals, and start-up, adjusting and testing.
  - 6. Coordinate the preparation of the schedule of values with Contractor's progress schedule.

## 1.3 REVIEW AND ACCEPTANCE

- A. The City Representative will review and return Contractor's schedule of values with comments within 7 days of its receipt. Contractor shall make corrections requested by the City Representative and resubmit for approval within 3 days.
- B. Final acceptance by City Representative shall indicate only consent to the schedule of values as a basis for preparation of applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 13  
PROJECT COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provisions of coordination of the Work of the Contract and requesting clarifications and interpretations of the Contract Documents.
- B. Related Sections:
  - 1. 01 31 19 – Project Meetings.
  - 2. 01 33 00 – Submittal Procedures.

1.2 GENERAL COORDINATION

- A. Contractor shall be responsible for all project coordination.
- B. Coordinate scheduling, submittals, and work of various sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Coordinate the requirements for operation and maintenance data with suppliers and manufacturers of equipment and systems and the City to ensure timely delivery of required submittals in accordance with Section 01 33 00.

1.3 SUBCONTRACT COORDINATION

- A. Coordinate the Work and do not delegate responsibility for coordination to any Subcontractor.
- B. Anticipate the interrelationship of all Subcontractors and their relationship with the Work.
- C. Resolve differences or disputes between Subcontractors, and other contractors concerning coordination, interference, or extent of work between sections of the specifications including assigned Contract work. Contractor's decisions, if consistent with the Contract Document requirements, shall be final.
- D. Coordinate the work of Subcontractors so that their portions of the work are performed in a manner that minimizes interference with the progress of the Work.

1.4 ADMINISTRATION

- A. General: Prepare a written memorandum on required coordination activities. Include such items as required notices, reports and attendance at meetings. Distribute this memorandum to each trade performing work at the project site. Prepare similar memorandum for separate contractors where interfacing of their work is required.
- B. Coordination Meetings: Conduct general project coordination meetings with Subcontractors at least weekly at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special preinstallation meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Keep the City informed about coordination meetings. Conduct meetings in a manner which will resolve coordination problems.

Record results and minutes of each meeting and distribute copies to everyone in attendance and to the City.

- C. Submittals shall be submitted to the City using the City provided Submittal Control Form using the City numbering system. Requests for Information (RFI) shall be submitted to the City using the City RFI Form and numbered sequentially. All other Contract deliverables shall be submitted via sequentially numbered and dated transmittal. After Notice to Proceed, all other Contract required written communication shall be provided to the City via sequentially numbered letter.

Examples of communication to be provided via sequentially numbered letter include but are not limited to: notice of unforeseen or differing conditions, change order requests, notification before proceeding with force account work, notice of potential, anticipated, and/or actual delay, notification that Contractor considers work substantially complete and request for inspection, notification that Contractor considers work complete and request for certificate of acceptance, designation of responsible competent person, notice of potential claims, and contract claims.

All written communications including but not limited to Submittals, RFIs, transmittals, and letters shall include the Contractor's wet signature. Such written communications may be transmitted as attachments via email to the City Representative, provided wet signature originals are received by the City immediately following and no later than 7 calendar days from date of email.

#### 1.5 REQUEST FOR INFORMATION (RFI)

- A. Requirement: It is Contractor's responsibility to review Contract Documents a minimum of 30 days in advance of the work to be executed, and to request for information so that the City will have sufficient time to respond to Requests for Information prior to the start of actual construction of that part of the Work to which the RFI relates.
- B. Form:
1. When an interpretation or clarification of the Contract Documents is required from the City, make the request on Form obtained from the City Representative.
  2. Fill in all applicable information on the form.
  3. Use one form for each request; limit the subject to one design discipline to expedite reply. Attach supplementary information where necessary.
  4. The City will reply or give summary of reply on the same form and include supplementary information where necessary.
  5. The completed form shall be the written record of each RFI.
  6. Do not use any other RFI form on this Project.
- C. Uses:
1. The RFI form shall be used for interpretation or clarification of the Contract Documents only.
  2. Do not use the RFI form for the following; the City will not reply and will reject the RFI:
    - a. Product or material substitution.
    - b. Questions relating to construction means, methods, techniques, sequences, procedures or safety precautions. (These are Contractor's responsibilities exclusively.)
    - c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors. (These are also Contractor's responsibilities exclusively.)
    - d. Questions on contract administration procedural matters, unless they require interpretation or clarification of the Contract Documents.

- e. Dimensions or quantities which are shown on the Contract Documents, or which can be measured from the building, or calculated from the information contained in the Contract Documents.
  - f. Confirmation of interpretations or clarifications previously provided by the City.
  - g. The City will reject requests for interpretations or clarifications of the Contract Documents which can reasonably be derived from a review of the Contract Documents.
- D. Reply:
- 1. The City will endeavor to reply to all RFI's promptly, generally no later than 15 days from the day received.
  - 2. When an RFI involves a complex subject, extensive research or development, or substantial input from other governmental agency, the City will inform Contractor and request additional time to prepare the reply. Contractor shall cooperate and agree to a reasonable time extension.
  - 3. The reply shall be a clarification or an interpretation of the Contract Documents; the reply is not an authorization of change in the Contract Sum or Time.
  - 4. Such written interpretation or clarification will be binding on Contractor and City. If Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, then Contractor shall make a written claim therefore as provided in Paragraph 6.03, Change Order Requests and Proposed Change Orders, of the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



SECTION 01 31 19  
PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements and procedures for pre-construction and other project meetings to ensure quality of work.

1.2 GENERAL

- A. The City Representative will arrange project meetings after consultation with Contractor and will inform the Contractor of the meeting time and location.
- B. The Contractor's attendance is required at all meetings.
- C. The City Representative will be responsible for taking the meeting minutes and providing the Contractor with a copy. The Contractor shall duplicate them and distribute the meeting minutes to the other participants of the meeting. There will be a fifteen-day limit for protesting items recorded in the minutes.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Prior to commencement of Work, the City Representative will schedule and conduct a preconstruction conference.
- B. Contractor shall be prepared to review and discuss the construction schedule and sequence of operations. The conference will be held at a time and location selected by the City Representative.

1.4 PROGRESS MEETINGS

- A. The City Representative will schedule, prepare agenda, and administer meetings throughout progress of the Work at weekly intervals or more frequently, as required by the City Representative.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, as appropriate to agenda topics for each meeting.
- C. Location: Project field office, unless otherwise notified.
- D. Contractor shall provide a 3-Week Look Ahead Schedule.

1.5 PRE-INSTALLATION CONFERENCES

- A. When required in individual specification Sections, Contractor shall convene a pre-installation conference at work site prior to commencing work of the Section.
- B. Contractor shall require attendance of parties directly affecting, or affected by, work of the specific Specification Section.
- C. Contractor shall notify City Representative four days in advance of meeting date.

- D. City Representative will prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with two copies to Contractor.
- E. Contractor shall review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



## SECTION 01 32 16

## CONSTRUCTION PROGRESS SCHEDULES - CPM

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Scheduling of Work under the Contract shall be performed by Contractor in accordance with requirements of this Section.
  - 1. Development of Schedule Submittals shall employ computerized Critical Path Method (CPM) scheduling.
  - 2. The Baseline Schedule and Project Schedule Updates shall be cost and resource loaded based on the Schedule of Values as approved by the City.

## 1.2 RELATED SECTIONS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification Sections, apply to this Section.

## 1.3 GENERAL REQUIREMENTS

- A. CPM Schedule Submittals shall use the Primavera P6 software, or approved equal. Contractor shall submit the Primavera Contractor version of XER file for all reviews, including but not limited to, the Baseline schedule, Progress schedule, Recovery schedule, Notices of Delay, Time Impact Analysis, and all Claims.
- B. Contractor is required to involve all subcontractors in the development, implementation, and updating process of its schedule.
- C. Acceptance or approval of the CPM Schedule Submittals is of general nature only. Failure by Contractor to include any element of work required for the performance of this contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the City approval of the CPM diagrams. Items missing from the schedule after City approval are assumed to be incidental work, and at not cost to the city the Contractor may submit a revised schedule to include these items. The revised schedule is subject to review and approval by the City as described in "Revised Schedule" clause. No extension of time will be granted because of errors or omissions on the schedule. It is Contractor's responsibility to incorporate all necessary activities to cover the work required by the Contract Documents.
- D. The Baseline Schedule and analysis when approved by the City shall constitute the official project work schedule throughout the construction period. No alteration of the logic, duration of activities, etc. will be allowed without the approval of the City.

## 1.4 SUBMITTALS

- A. The Baseline Schedule, Progress Schedule Update and reports prepared by Contractor shall be used for planning, organizing, directing, controlling, and reporting all work required by the Contract Documents.
- B. The CPM Schedule Submittals shall be at a minimum of three (3) hard copies and a CD-ROM in a case, or other acceptable digital format. Digital submittal shall be the original and editable file with a .xer file extension.

- C. The timely submission of the following is required:
1. Digital copy and three (3) hard copies of the Baseline Schedule fourteen (14) calendar days prior to commencing the Work of the Contract;
  2. Progress Schedule Update including written narrative as per specifications on a monthly basis;
  3. Activity Schedule on a weekly basis at the weekly progress meetings;
  4. Revised schedule within ten (10) working days when requested by the City;
  5. Resubmittal of any rejected Baseline Schedule, Progress Schedule Update, or revised schedule within five (5) working days after receipt of the returned schedule marked "RESUBMIT," if necessary;
  6. Daily Construction Reports, per section 1.11 of this specification.
- D. Failure to comply with timely submission of any schedule will be just cause to withhold the progress payment of any portions thereof by the City and will trigger liquidated damages listed in Section 00 73 02.
- E. Schedule Reviews: Unless otherwise stated, the City will review and respond to scheduling submittals within ten (10) working days after the submittal is received. If the schedule is not accepted, Contractor shall re-submit within five (5) working days after receipt of the City's response if changes or additional information is requested. This review and resubmittal cycle will repeat until the schedule has been accepted by the City.

#### 1.5 PLAN OF OPERATION

- A. At the Pre-Construction Conference, the Contractor shall submit for the City's review a Plan of Operation for the first 60 days of the Contract commencing after the Notice to Proceed. This schedule shall serve the project schedule needs until the Baseline Schedule has been accepted. Sufficient detail shall be included for the identification of submittals, permits, equipment procurement, construction activities.

#### 1.6 CPM SCHEDULE SUBMITTALS

- A. The CPM Schedule shall be prepared by Contractor using the precedence method of network diagramming.
- B. Time Scaled Graphic network diagram showing the critical path shall not be larger than 24" x 48".
- C. Activity Description: Each Activity shall have a unique narrative description consisting of a work function and location.
- D. All submittals that require City review and approval shall be incorporated in the CPM Schedules.
- E. All Activities shall have succeeding Activities except Work completion. At least one successor shall be a FF or FS relationship.
- F. Contractor shall disclose in detail how weather delays, as specified in the General Provisions of the Contract, will be incorporated into the Baseline Schedule. Contractor must keep a current "weather delay registry" that would be reviewed and agreed to by both parties during the Monthly Schedule Update submittal process.
- G. Contractor shall furnish the following computer-generated reports with the project identification, schedule and run date, and sort-type on the first page of each report.

1. List of all activities sorted by total float including ES, LS, EF, LF, and Total Float duration.
  2. List of all activities sorted numerically including ES, LS, EF, LF, and Total Float duration.
  3. List of all activities sorted numerically including ES, LS, EF, LF, Total Float duration, and Predecessor/Successor information of precedence network.
  4. List of all activities sorted by responsibility including ES, LS, EF, LF and Total Float duration.
  5. List of activities on the critical path sorted numerically including ES, LS, EF, and LF.
  6. List of near critical activities (activities with total float less than ten (10) working days) sorted numerically including ES, LS, EF, and LF.
- H. All CPM activity time duration in working days shall be specified in five (5) day work weeks excluding holidays to be identified by Contractor, unless specifically allowed by the Contract.
- I. A maximum of fifteen (15) days duration shall be given to each CPM construction activity. Any activity in excess of the fifteen (15) days shall be broken down in detail so that each detail activity will not exceed the fifteen (15) days maximum.

#### 1.7 BASELINE SCHEDULE

- A. Fourteen (14) calendar days prior to start of Work, Contractor shall furnish a Baseline Schedule showing in detail the proposed sequence of activities. The City will not process any progress payments until the required schedule is submitted and accepted by the City.
- B. The Baseline Schedule shall be calendar-based, using a precedence method network diagram in the CPM format indicating the critical path for the execution of the work utilizing the entire contract time.
- C. Baseline Schedule shall include the following tabulated information for each Activity:
1. Activity beginning and ending event numbers
  2. Estimated duration in working days
  3. Trade code (responsibility code including Contractor, all Subcontractors, Supplier, and Owner)
  4. Early start date (ES) and early finish date (EF) (calendar dated).
  5. Late start date (LS) and late finish date (LF) (calendar dated).
  6. Print the total and free float for each activity.
- D. The network diagram(s) level of detail shall include but not be limited to:
1. Required approvals, permits, notices, etc. necessary for Contractor's execution of the proposed work.
  2. Preparation of shop drawing and working drawing submittals.
  3. Administrative activities, procedures, and subsidiary actions that will affect the critical path, such as submittal and review of shop drawings, substitutions, alternative construction methods or alternative designs, and submittal to and review by the City and all utility companies involved including a schedule for coordination of all utility relocation work necessitated by Contractor's operations.
  4. Procurement of materials and equipment including ordering, fabrication, and delivery.
  5. Construction activities and sub activities tasks, including all activities shown on the Schedule of Values.
  6. Order and delivery of long lead items.

7. Approvals and permits required by regulatory agencies or other third parties.
  8. Schedules for Subcontractor's Work, including engineering and design services.
  9. Actual tests, submission of test reports and approval of test results.
  10. Testing, training and assistance required under the Contract.
  11. Punchlist and final cleanup.
  12. Scheduled completion date shall be as specified within the time allowed.
- E. The Baseline Schedule shall provide a practical schedule of activities performed within the specified contract completion time and within the contract bid price to complete the Work. A schedule extending beyond the contract completion date will not be accepted.
- F. Contractor shall incorporate all Milestones into the Baseline Schedule. These include, but are not limited to Substantial Completion and Milestones. These are unique zero (0) duration Activities containing corresponding dates and logic ties. Designate these Activities as start or finish Milestones. If necessary, utilize constraints of "start on or after" or "finish on or before" for Contract requirements. The use of float suppressing date constraints including "start on," "finish on," "mandatory start," and "mandatory finish" are not allowed.
- G. In preparing the Baseline Schedule, Contractor shall consider the nature and complexity of each submittal and shall allow ample time for review, revisions or corrections. Under no circumstances will an extension of time be given for any submittal for which a re-submittal is required and a re-submittal time was not included in the Baseline Schedule.
- H. Time impacts resulting from submittals and re-submittals of shop drawings are Contractor's responsibility.
- I. All constraints, dates, and lags will require the City's approval. All activities shall have succeeding activities except project completion. Contractor shall demonstrate the necessity of having any dummy activities.
- J. Negative float will not be allowed on the Baseline Schedule on the initial submittal. Initial Baseline Schedule with negative floats shall be rejected immediately. Contractor shall provide sufficient manpower (multiple crews) and maximize working hours (extended hours and /or weekend work) to perform the required work within the specified completion time and contract bid price.
- K. The Baseline Schedule's critical activities shall not exceed fifteen percent (15%) of the total number of activities. Critical activities are those which have the least float.
- L. Submit a written narrative with the Baseline Schedule that discusses basic assumptions, productivity and installation rates, construction staging plans, maintenance of traffic quantities, manpower and crew development, construction equipment planned, and other element related to developing the schedule.
1. Explain Activity durations and describe Contractor's approach for meeting Contract Milestone dates. Include as a minimum: basis and assumptions used in preparing the schedules, including crew sizes, equipment requirements, and anticipated delivery dates; restraints; critical path activities; production rates; Activities requiring overtime or additional shifts; holidays, City-specific events; potential problem areas; permits; coordination; required with SFMTA, railroads, utilities and other parties; and long lead delivery items requiring more than thirty (30) days from order to delivery. Identify Work items that may be expedited by use of overtime or additional shifts. Identify and explain sequencing and other constraints such as manpower, material and equipment.

2. All constraints, dates, and lags will require City's approval and shall be clearly identified and explained in the narrative.
3. Description and analysis of the Critical Path.

#### 1.8 PROGRESS SCHEDULE UPDATE

- A. The Baseline Schedule shall be updated monthly by Contractor and submitted to the City for review as a Progress Schedule Update. It shall not have any change in the logic of the network or in the duration of activities.
- B. Each Progress Schedule Update shall continue to show all work activities including those already completed. Computer calculations of the updated schedule will be made starting from the current date to the end of the project. Work completed shall be shown with actual start and finish dates for each activity. Work in progress shall be shown with the actual start date and the percentage completed for each activity.
- C. Progress Schedule Updates shall include the requirements stated above and the additional requirements:
  1. Include resource requirement as required.
  2. Actual start and completion dates of completed activities.
  3. Actual start dates and percent completion of activities in progress.
  4. Print the total and free float for each activity.
  5. Project percentage completed.
- D. The Progress Schedule Update shall, at all times, represent the actual history of accomplishment of all activities as well as Contractor's current projected plan for orderly completion of the work. Contractor shall, at monthly intervals, evaluate work progress with the City by reviewing the actual accomplishments since the previous update.
- E. In conjunction with each monthly Progress Schedule Update, Contractor shall submit to the City a written narrative report of the status of the Project as specified herein.
- F. Contractor's monthly written narrative of the critical path analysis shall include the following:
  1. Description of critical path and progress on Contract Milestones with explanations for any lack of work on critical path activities planned to be performed during last month;
  2. Anticipated completion time of entire work;
  3. Description of problem area;
  4. Current and anticipated delaying factors and their impacts;
  5. Explanation of corrective action taken or proposed to bring project back on schedule if delays have occurred;
  6. Description of critical activities scheduled to be performed next month;
  7. Discuss the incorporation of any approved Change Orders. Identify a proposed schedule Change Orders submitted during the last reporting period.
  8. Status of major material and equipment procurement.
- G. Progress Schedule Update reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.
- H. Actual start and finish date and Work in progress shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual start and finish dates shall be updated manually and shall represent actual history and

match daily reports. Work in progress shall be shown with the actual start date, the remaining duration will represent the current expected completion date, and the physical percent completed for each activity. The remaining Activities should represent Contractor's current projected plan for orderly completion of the Work.

- I. This Progress Schedule Update shall not have any change in the logic of the network or in the duration of activities.
- J. Contractor during the course of the construction desires to make changes in its method of operating and scheduling, it shall notify the City in writing stating the reasons for the change. Any change to the schedule in the logic, order, or sequence of work, duration activities, etc. shall constitute a revised schedule. A revised schedule will not be in effect until it is approved by the City.
- K. If a COR for a schedule adjustment in the Contract duration is approved, the logic revisions and their relationship to other activities shall be reflected on the Progress Schedule Update.
- L. The Progress Schedule Update for the same period as the Application for Payment shall be submitted showing all work completed as of that date as a precedent to making progress payment Applications.

#### 1.9 ACTIVITY SCHEDULE

- A. Contractor shall present and discuss the Activity Schedule at the progress meetings, or as directed by the City.
- B. The Activity schedule shall be in the bar chart format and include the following:
  - 1. Completed activities for last week.
  - 2. Scheduled activities for the succeeding two weeks.
  - 3. Correlation to appropriate Baseline Schedule including Activity ID, description, start and finish, duration, responsible party performing the Work and pertinent remarks on Activity status.

#### 1.10 REVISED SCHEDULE

- A. Contractor shall submit to the City a revised critical path schedule with a description and justification of the changes within ten (10) working days whenever a schedule revision is requested or any of the following occurs:
  - 1. A change order affects the completion date or the sequence of the activities;
  - 2. Progress of any critical activity falls significantly behind schedule;
  - 3. Delay on a non critical activity changes the course of the critical path; or
  - 4. Contractor elects to change any sequence of activities affecting the critical path.
- B. The revised schedule shall be submitted in writing to the City Representative for review and approval. The submission of a revised schedule shall not relieve the Contractor of the responsibility for the notification required by Section 6.22H.2.d of the San Francisco Administrative Code and as required by subparagraph 7.02.D – Notice of Delay of the General Conditions.

#### 1.11 DAILY CONSTRUCTION REPORTS

- A. On a daily basis, Contractor shall submit to the City a Daily Construction Report for each working day, including weekends and holidays, when worked. Include in report:

1. Project name and Contract number
  2. Contractor's name and address
  3. Weather, temperature, and any unusual site conditions.
  4. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
  5. Worker quantities, names, and labor classifications for its own Work force and for Subcontractors of any tier.
  6. Equipment, other than hand tools, utilized by Contractor and Subcontractors by description and number.
- B. Failure to submit a copy of the Daily Construction Report by the end of the next working day will result in an assessment of \$100.00 for liquidated damages per report to be deducted from the Progress Payment.

#### 1.12 LIQUIDATED DAMAGES

- A. Failure to submit any one of the above schedules will result in an assessment of two hundred dollars (\$200) per calendar day as liquidated damages per schedule to be deducted from the contract until the required submittals are provided by Contractor.
- B. Liquidated damages are in addition to any remedies taken by the City under the Supplementary Conditions of this Contract.

#### 1.13 APPROVED STANDARD

- A. CPM, as required by this section, shall be interpreted to be generally as outlined and defined in "CPM in Construction Management" by James O'Brien, McGraw-Hill Company, latest issue, Chapters 1 through 7.
- B. Free float is defined as the amount of time that any activity can be delayed without adversely affecting any succeeding activity for the project completion.
- C. Total float is defined as the amount of time that an activity can be delayed without adversely affecting the overall time for the project completion.

#### 1.14 ADJUSTMENT OF THE CONTRACT TIME AND CHANGE ORDER

- A. Adjustments of the contract time due to delays, additional work, or any other cause will only be issued through a contract change order and only for causes specified in the Contract Documents.
1. In the event that the Contractor requests an adjustment of the contract time, it shall submit a Change Order Request (COR) with such justification and supporting evidence as the City may deem necessary for a determination as to whether or not the Contractor is entitled to an adjustment of time under the provisions of the Contract.
  2. The latest version of the Progress Schedule Update shall clearly indicate that Contractor has used, in full, all the float time available for work involved in the request.
  3. Total and free float are not for the exclusive use of benefit of either the City or Contractor, but is a resource available to both parties on a first needed basis. Contractor shall not be entitled to additional compensation due to schedule impacts for change order work that extends the contract beyond the scheduled completion date, but not beyond the contract completion date.

4. The City determination as to the adjustment of the contract time will be based upon the latest version of the Progress Schedule Update accepted at the time of the alleged delay, and all other relevant information.
  5. Actual delays in activities which, according to the Progress Schedule Update, do not affect the critical path work will not be the basis for an adjustment to the Contract time.
  6. No contract time extensions will be allowed for contract change orders for which there are concurrent contract work delays, unless the excusable delays affect the critical path in the schedule and after all available float has been used.
- B. Contractor shall include, as part of each COR for which it is requesting an adjustment in the Contract duration, a sub network showing logic revisions, duration changes, and cost changes for the work in question and its relationship to other activities on the Progress Schedule Update. Contractor shall incorporate each Change Order into the revised schedule.
- C. The City will, within ten (10) working days after receipt of such request and supporting evidence, review the facts and issue to the Contractor a written merit determination accepting or rejecting the COR in whole or in part.
- D. The new revised schedule, if accepted by the City shall be in compliance with the requirements under "Revised Schedule" as defined within this section.
- E. Where the City has not yet made a final determination as to the adjustment of the contract time, and the parties are unable to agree to the amount of the adjustment to be reflected in the Progress Schedule, the current schedule will be in effect and be updated regularly every month until a revised schedule is agreed and approved by the City.

#### 1.15 EARLY COMPLETION SCHEDULE

- A. Contractor may submit a Monthly Schedule Update which contains a Milestone or Substantial Completion dates earlier than the dates specified in the Contract. Contractor agrees to the following:
1. The time difference between the Contractor's early scheduled completion date and the Contract completion date will be considered as absolute float.
  2. The absolute float is not for the exclusive use of benefit of either the City or Contractor, but is a resource available to both parties on a first needed basis.
  3. Contractor's original bid has included all cost for the full duration of the Project from the date of NTP through the official Contract completion date. Specifically, Contractor has provided through its bid the overhead, construction equipment and facilities cost including overhead, field office, home office, other off-site yard, and extended overhead cost for the duration of the Project in its Bid Items on the Schedule of Bid Prices or Bid Proposal as specified.
  4. If the City requires additional work through a Change Order, which shall be done after the early proposed Substantial Completion Date, but prior to the Contract Time Substantial Completion Date, then no additional money will be paid to the Contractor for extended overhead.
  5. Contractor waives any and all claims or right of action against the City for damages, loss of profit or other additional compensation based on the Engineer's rejection or approval of a proposed Early Completion Schedule.

#### 1.16 TIME IMPACT ANALYSIS SCHEDULE (TIA)



- A. Prepare a Time Impact Analysis (TIA) Schedule: When unforeseen conditions or delays are experienced by Contractor and a time extension is requested. Contractor shall submit a written TIA illustrating the influence of each change or delay on the Contract Milestone completion date to the level of detail that the Engineer may require to determine whether Contractor is entitled to an extension of time.
- B. Actual delays in activities, which according to the Progress Schedule Update do not affect the Critical Path work, shall not be the basis for an adjustment to the contract time.
- C. To prepare the TIA, Contractor shall use the most recent version of the Progress Schedule Update that has been accepted by the City at the time of the alleged delay. Contractor shall use a sub network or fragnet of the Activities with the proposed delay. The impacted fragnet will show new Activities for the work in question and its relationship to other activities in the schedule. Provide the electronic schedule files as well as hard copies of the analysis. Provide a written narrative describing the time impact analysis and all other relevant information.
- D. After the City's review and acceptance of the TIA, Contractor shall incorporate it into the Progress Schedule Updates and Revised Baseline Schedules.
- E. Because float within Progress Schedule Updates is jointly owned, delays to the Work that are outside the control of Contractor may be offset by time savings realized

#### 1.17 AS-BUILT SCHEDULE

- A. The last Monthly Progress Schedule update with all dates actualized will be considered the As-Built Schedule. This schedule will have incorporated all actual start and finish dates and all the accepted Change Orders, Contract Modifications and TIAs. Schedule and approval of the Schedule will be a condition precedent to reduction/release of final Contract retention.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: This section specifies the general procedures and requirements for submission of shop drawings, product data and samples by Contractor to the City for review. See Technical Specifications for specific submittals.

1.2 DEFINITIONS

- A. "Shop drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop drawings shall not be reformatted Contract Documents.
- B. "Product data" are illustrations, specifications, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- C. "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- D. Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the requirements of the Contract Documents.
- E. The term "manufactured" applies to standard units usually mass-produced. The term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
1. Shop drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
- F. "Manufacturer's instructions" shall mean the manufacturer's written instructions on the use or application of the product under conditions similar to those at the job site.
- G. "Work description" is a detailed description of the means, methods, tools, equipment, materials, sequence, and any other pertinent information about performance of work.
- H. "Subcontractor qualifications" is a detailed statement of the subcontracting entity or personnel scheduled to perform work including general description of qualifications, representative list of applicable projects, number of years experience, and references complete with telephone numbers and contact persons. Refer to Section 00 72 00 – General Conditions for requirements regarding Subcontractor qualifications prior to award of the contract.
- I. "Field sample" is a sample at the project site to demonstrate the final technique, finish, and construction quality by which the Work will be judged.

- J. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, demolition plans, record drawings, bonds, or similar items required to be submitted to the City Representative under the terms of the Contract.

### 1.3 REQUIREMENTS

- A. The Contractor shall be responsible for distributing approved submittals as required for constructions and for fabricating, furnishing, and constructing work in accordance with approved submittals. The Contractor shall keep one copy of reviewed submittals at the site at all times.
- B. The Contractor shall not use unacceptable submittals nor submitted materials without the City Representative's review stamp for reference in doing work. Submittals returned DISAPPROVED shall be revised by the Contractor and resubmitted to the City Representative for approval; the Contractor shall revise submittals returned APPROVED EXCEPT AS NOTED before proceeding with the subject work.
- C. Approval of submittals shall not relieve the Contractor of the responsibility for errors or omissions in the submittals or from deviations in the Contract Documents unless such deviations were specifically called to the attention of the City Representative in the Submittal Control Form for the submittal.
- D. The Contractor shall be responsible for the correctness of the submittals, for shop fits and field connections, and for the results obtained by use of such submittals. The City Representative will review submittals for conformance with the design concept of the project and for conformance with the requirements of the Contract Documents.
- E. Wherever submittals are required herein, all submittals shall be submitted by Contractor to the City through the City Representative for recording and reviewing by the City.
1. Submittals received from sources other than Contractor will be returned to Contractor without the City's review.
- F. The Contractor shall schedule submittals, enough in advance of scheduled installation dates, to allow time for review or revision.
1. Review and coordinate submittal with other submittals, the construction schedule, testing, procurement, fabrication, delivery and similar sequential activities.
  2. Contractor shall be responsible for changes made necessary by Contractor's failure to coordinate submittals in a complete and timely manner.
- G. Make submittals in groups containing all associated items as complete packages of information for review. The City will reject partial submittals.
1. Provide submittal package in a three-ring binder, with table of contents and tab sheet for each system. Tab sheet shall include a list of material and equipment furnished and shall provide ample space for City's review stamp and comments.
  2. The City reserves the right to withhold action on submittals requiring coordination with other submittals until related submittals are furnished.
- H. Submittals shall be reviewed, stamped, and approved by Contractor prior to forwarding them for City's review.
1. By approving and submitting shop drawings, product data, and samples, Contractor represents that it has determined and verified dimensions, materials, field measurements, and related field construction criteria, and that it has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

2. When professional certification of performance criteria of materials, systems or equipment is submitted, submittal shall be stamped and signed by the responsible design professional with license number and expiration date representing that the City could rely upon the accuracy and completeness of such calculations and certifications.
- I. No portion of the Work requiring submission of a shop drawing, product data, or sample shall commence until the submittal has been reviewed and accepted by the City. All such portions of the Work shall be executed in accordance with accepted submittals.
  1. No portion of the Work requiring submission of work description, subcontractor qualification or field sample shall commence until the submittal has been reviewed and accepted by the City. All such portions of the Work shall be executed in accordance with accepted submittals.
- J. No change shall be made by Contractor in any submittal after it has been accepted by the City.
- K. If the submittal shows any variation from the Contract requirements because of standard shop practice or other reasons, Contractor shall make specific mention of each variation in its submittal.
- L. The City will review Contractor's submittals only for general conformance with the design concept of the Project and general compliance with the requirements of the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor as required by the Contract Documents.
- M. The City's review of Contractor's submittals shall not relieve Contractor of the obligations to comply with the requirements of the Contract Documents. The City's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The City's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.
- N. If Contractor makes a submittal which is not required to be submitted, the City will not review such submittal. Contractor shall execute the Work in accordance with the Contract Documents.
- O. Adequate quantities submitted are required for review. No submittal will be processed unless the specified quantities are furnished.
- P. Contractor's submittal packages shall include a digital copy of each Submittal on CD-ROM.

#### 1.4 SUBMITTAL SCHEDULE

- A. The time of submission of a shop drawings, product data, samples, work description, subcontractor qualifications and field samples by Contractor and their processing and returning by the City is a matter which shall be jointly agreed upon by both parties in order that the submittals will be available when needed by the construction process and so that each party can plan its workload in an orderly manner. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmits.
  1. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The City

- Representative will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
2. If an intermediate submittal is necessary, process the same as the initial submittal.
  3. Allow two weeks for reprocessing each submittal.
  4. No extension of Contract Time will be authorized because of failure to transmit submittals to the City Representative sufficiently in advance of the Work to permit processing.
- B. Prepare the Submittal Schedule in the format acceptable to the City, integrating it with or as a by-product of the Construction Schedule, and shall submit it to City 15 calendar days prior to the submission of the first such submittals or simultaneously with the CPM Schedule, whichever is earlier. No submittals will be processed before the Submittal Schedule has been reviewed and accepted by the City.
- C. In preparing the Submittal Schedule, the Contractor shall first determine from the Construction Schedule the date the particular item related to a particular system is needed for the Work. Working backwards, the Contractor shall add the required number of days for processing the submittal, shipment, fabrication, delivery of operation and maintenance manuals, and similar activities to determine the date of the submittal.
1. Contractor shall allow minimum 21 calendar days for the City's review of the submittal and shall anticipate that incomplete, inadequate, or incorrect submittal will require resubmission.
  2. Contractor shall include a minimum 21 calendar days of float in the construction schedule for each submittal activity to allow for resubmissions.
  3. If more than one resubmittal is required, the costs of reviewing the extra resubmittals will be deducted from progress payments due Contractor. Such costs shall include the City's costs and the City's consultant fees.
- D. Adjust the Submittal Schedule monthly with the Construction Schedule to produce an orderly, even workload, without peak loads if possible, and yet able to meet the needs of the review and construction processes. Submit two copies of the Submittal Schedule after it is completed and each time it is updated by Contractor.
- E. Contractor shall be solely responsible for scheduling of submittals. No extension of Contract Time will be granted for untimely submittals or required resubmittals.
- F. Delays caused by the need for resubmittal shall not constitute a basis for an extension of Contract Time.
- G. Delays in the work caused by an incorrect submission or insufficient data will not constitute reason for an extension of Contract Time.

## 1.5 PROCEDURES

- A. Submittal cover sheet will be provided by the City. The following information will be provided by the Contractor:
1. Identification of the project, Contractor, subcontractor, major supplier.
  2. Identify pertinent Drawing sheet and detail number, and Specification section number as appropriate.
  3. Identify deviations from Contract Documents.
  4. Submittals shall be sequentially numbered by the Contractor.
  5. Provide space for the Contractor's approval and City Representative's review stamps on submittals.

- B. Transmit each submittal to the City with a Submittal Control Form to be supplied by the City Representative. Deliver submittals to the City Representative at the address to be provided at the preconstruction meeting.
- C. Transmittal Form: Use Submittal Record forms available from the City at no cost to Contractor. Consecutively number the transmittal forms. Resubmittals shall have original number with a numbered suffix. Fill in information as applicable.
- D. Identification: Identify submittals with the following information:
  - 1. Project name and location.
  - 2. Contractor's, Subcontractor's, supplier's, or manufacturer's name, address, and telephone number.
  - 3. Submittal number.
  - 4. Product identification or shop drawing title, number, revision, and date as applicable. Where product data contain more than one product, model, selection, etc., clearly mark and identify the information intended to be reviewed by City.
  - 5. Reference to (Contract) Drawing or Specification Section as applicable.
  - 6. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the Work and Contract Documents.
  - 7. Provide space for City's review stamp. Space shall be minimum 4" x 6".
  - 8. Where multiple Specification Sections govern any portion of the work or where multiple trades are involved in any portion of the work (e.g., steel, mechanical and electrical items embedded in concrete), indicate all pertinent Specification Sections in its submittal identification.
  - 9. Revise any resubmittals as required and identify all changes made since previous submittal.
- E. Packaging of Submittals:
  - 1. Submittals shall be wrapped or packaged to prevent damage during delivery.
  - 2. Reproducible drawings shall be rolled and not folded.

## 1.6 SHOP DRAWINGS

- A. Submit in the form of one reproducible and 6 copies. The reproducible of drawings greater than 11" by 17" shall be unbound white paper.
- B. Shop drawings shall be submitted only by Contractor. Submittal of incomplete or unchecked shop drawings will not be acceptable.
- C. When the shop drawings have been reviewed by the City, two copies and one marked-up reproducible will be returned to Contractor appropriately stamped.
- D. If the shop drawings are not accepted, five copies will be returned to Contractor with the City's review comments indicated.
- E. Resubmit shop drawings in the same manner and quantity as specified for the original submittal.
- F. Clearly identify and provide explanation of changes made by Contractor on the resubmitted shop drawings.
- G. Each shop drawing submitted shall be sized as follows:

1. Maximum sheet size: 34"x 22" ("D"-size) with a 1" border and a 2" binding edge to the left of the border on the short side of the sheet.
  2. Minimum sheet size: 8-1/2" x 11" with 1/4" border on three sides and 1/2" binding edge on the long side.
- H. Catalog sheets meeting the specific requirements may be substituted for the required drawings.

#### 1.7 PRODUCT DATA

- A. The submittal requirements shall be as follows:
1. Submit six (6) copies of product data. After review, two will be returned to Contractor.
  2. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturer's standard data to provide information unique to this project.
- B. Product data and manufacturers' standard drawings submitted for review shall show only the pertinent information.
1. Identify the pertinent information by circling it with black ink pen or by crossing out the inapplicable information with black ink pen.
  2. Any submittal which contains information not clearly identified for review will be rejected and returned to Contractor for resubmission.

#### 1.8 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes in custom colors selected, textures, and patterns for the City's selection.
- C. Include identification on each sample, with full Project information.
- D. Furnish three (3) samples in the following sizes, unless otherwise specified; after review one (1) sample will be returned to Contractor.
1. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square.
  2. Linear Products: Minimum 6 inches long, maximum 12 inches long.
  3. Bulk Products: Minimum one pint, maximum one gallon for liquids; minimum one pound, maximum three pounds or minimum one cubic foot, maximum one cubic yard, as applicable for solids.

#### 1.9 MANUFACTURER'S INSTRUCTIONS

- A. When required by individual Specification Sections or by the City during submittal reviews, submit six (6) copies of manufacturers' printed instructions for delivery, storage, assembly, installation, start-up adjusting, field testing and finishing.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.
- C. Maintain copies of manufacturers' installation instructions and recommendations in Contractor's field office for review, regardless of whether such submittals are requested.

#### 1.10 MANUFACTURER'S CERTIFICATES



- A. Submit certificates, in duplicate.
- B. Submit on 8-1/2" by 11" white paper.
- C. The City will retain certificates; no approval reply is intended.
- D. The certificate shall state that:
  - 1. The equipment or system has been:
    - a. installed in accordance with the manufacturer's recommendations,
    - b. inspected by a manufacturer's authorized representative, and
    - c. serviced with the proper initial lubricants.
  - 2. Applicable safety equipment has been properly installed.
  - 3. The proper electrical and mechanical connections have been made.
  - 4. The equipment is ready for startup.

#### 1.11 ACTION AND DISTRIBUTION

- A. The City will return the submittals stamped "NO EXCEPTIONS TAKEN," "MAKE CORRECTIONS NOTED," "SUBMIT SPECIFIED ITEM(S)," "REVISE AND RESUBMIT" or "REJECTED."
  - 1. When "NO EXCEPTIONS TAKEN" is indicated, Contractor is advised that fabrication, manufacturer, or construction may proceed, providing it complies with the Contract Documents.
  - 2. When "MAKE CORRECTIONS NOTED" is indicated, Contractor is advised that fabrication, manufacture, or construction may proceed, providing it complies with the City's notations and the Contract Documents.
  - 3. Submittals returned with stamps as per Item 1 or 2 above shall be considered as acceptable submittals.
  - 4. When other notation is indicated, Contractor is advised that no work shall be fabricated, manufactured, or constructed. Contractor shall make a new submission in accordance with the procedures specified.
- B. Contractor shall make additional copies of the accepted submittals and shall within 3 calendar days from date of receipt distribute one copy to its subcontractors, vendors, or manufacturers as applicable. Copies shall be made from the accepted copy bearing the City's stamp of acceptance.
- C. Contractor shall be responsible for recording work completed in accordance with approved submittals on the Record Drawings in accordance with the requirements of Section 01 78 39, Project Record Drawings.

#### 1.12 USE OF SUBMITTALS

- A. Work shall be fabricated, constructed, and furnished in accordance with the acceptable submittals. One copy of such acceptable submittals shall be kept at the job site.
- B. Contractor shall not use unacceptable submittals or submittal materials in the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



## SECTION 01 42 00

## REFERENCES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Applicable Publications
  - 2. Standard Specifications
  - 3. Reference Specifications, Codes, and Standards
  - 4. Abbreviations
  - 5. Definitions
- B. Related Documents: Section 00 72 00 - General Conditions, Paragraph 1.01, Definitions.
- C. Related Sections: Refer to individual Specification sections for definitions of terms, which may be used uniquely in the Work covered, by each section.

## 1.2 APPLICABLE PUBLICATIONS

- A. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that whenever no date is specified only the latest specifications, standards, or requirements of the respective issuing agencies in effect on the date of the Contract Documents, except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes.

## 1.3 STANDARD SPECIFICATIONS AND PLANS

- A. Unless otherwise specified, reference in these Specifications to the "DPW Standard Specifications" or "Standard Specifications" shall mean the Standard Specifications of the Department of Public Works, Bureau of Engineering, revised November 2000, except that the provisions for measurement and payment shall not apply. References in Parts 2 through 10 of the Standard Specifications to Sections of Part 1 of the Standard Specifications shall be construed to mean references to the respective provisions of the General Conditions (refer to Section 00 72 00).
- B. Unless otherwise specified, reference in these Specifications to the "DPW Standard Plans" or "Standard Plans" shall mean the Standard Plans of the Department of Public Works, Bureau of Engineering, including latest revisions.
- C. Digital copies of the Standard Specifications and Plans may be obtained from DPW's Standard Specifications and Plans website at: <http://www.sfpublishworks.org/> (select "Services" then "Contractor Resources")
- D. Caltrans Standard Specifications (CTSS) is a reference specification written by the California Department of Transportation and shall be referenced in these Specifications as "CTSS" or "CalTrans Standard Specifications."

## 1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Upon written request, the City Representative will furnish information as to how to obtain copies of the referenced standards.

- B. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall apply.
- C. The Standard Specifications is applicable only when referred to in these specifications. Only the specific sections referred to shall apply to this Contract.
- D. The standard referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in these Specifications.
- E. Maintain copies of the codes and reference standards with the Contract Documents at the job site at all times.

## 1.5 ABBREVIATIONS

- A. Abbreviations: Whenever in these Contract Documents the following abbreviations are used, the intent and meaning shall be interpreted as follows:

AA	Aluminum Association, Inc.
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACWS	Asphalt Concrete Wearing Surface
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute for Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWSS	Auxiliary Water Supply System
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association

BOA	Bureau of Architecture, Department of Public Works
BOE	Bureau of Engineering, Department of Public Works
BWPC	Bureau of Water Pollution Control, Department of Public Works
Caltrans	California Department of Transportation
Cal/OSHA	California Occupational Safety and Health Administration
CBMA	Certified Ballast Manufacturers Association
CCR	California Code of Regulations
CDA	The Copper Development Association, Inc.
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute, Inc.
CS	Commercial Standards - U.S. Department of Commerce
CSI	Construction Specifications Institute
CTSS	Caltrans Standard Specifications
CWP	Clean Water Project
DOT	United States Department of Transportation
DPW	Department of Public Works - City and County of San Francisco
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
FGNA	Flat Glass Marketing Association
FHWA	Federal Highway Administration
FM	Factory Mutual
FS	Federal Specification
HI	Hydraulic Institute
HMI	Hoist Manufacturer's Institute
IAMPO	International Association of Mechanical and Plumbing Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
ISA	Instrument Society of America
ITE	Institute of Traffic Engineers
JIC	Joint Industry Conferences of Hydraulic Manufacturers
MCAA	Mechanical Contractors Association of America, Inc.
MLMA	Metal Lath Manufacturers Association
MMA	Monorail Manufacturers Association
MTD	Metro Transit District
NAAM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NECA	National Electrical Contractors Association
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFC	National Fire Code
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers Association
NTMA	National Terrazzo and Mosaic Association, Inc.
NWMA	National Woodwork Manufacturers Association
OECI	Overhead Electrical Crane Institute
OSHA	Occupational Safety and Health Administration - U.S. Department of Labor
PEI	Porcelain Enamel Institute
PG&E	Pacific Gas and Electric Company
PS	Product Standards Section - U.S. Department of Commerce

RCM	Registered Construction Management
RCP	Reinforced Concrete Pipe
RLM	RLM Standards Institute, Inc.
RMA	Rubber Manufacturers Association, Inc.
SAE	Society of Automotive Engineers
SCPI	Structural Clay Products Institute
SDI	Steel Door Institute
SEWPCP	Southeast Water Pollution Control Plant
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SJI	Steel Joist Institute
SSDPWSF	Standard Specifications, Department Of Public Works, City & County Of San Francisco
SSPC	Steel Structures Painting Council
STLC	Soluble Threshold Limit Concentration
TCA	Tile Council of America
TEMA	Tubular Exchanger Manufacturers' Association
TMA	Tile Manufacturers Association
TTLC	Total Threshold Limit Concentration
UBC	Uniform Building Code
UL	Underwriters Laboratories Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
VCP	Vitrified Clay Pipe
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

## 1.6 DEFINITIONS

- A. As directed, As required, As permitted: Interpretation of Phrases - Wherever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement, or permission of the City Representative or governmental regulatory agency having jurisdiction is intended. The words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in the judgment of the City Representative. Wherever the words "inspect," "approved," "acceptable," "satisfactory," or words of like import are used to describe a requirement, direction, review, or judgment of the City Representative as to the work, it is intended that such requirement, direction, review, or judgment will be solely to observe and evaluate, in general, the completed work for compliance with the requirements of the Contract Documents, unless otherwise specifically stated.
- B. Engineer, Architect, Landscape Architect, or City Representative: References in these Specifications to "Engineer, Architect, Landscape Architect, or City Representative" shall be deemed to mean the City Representative.
- C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the City Representative, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- D. Remove and Dispose: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the City's property.

- E. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- F. Remove and Salvage: Items indicated to be removed and salvaged remain the City's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to City's designated storage area.
- G. Work Site: The space available to Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Work. The extent of the Work site is shown on the Drawings and may or may not be identical with the geographical description of the site upon which the Work is to be constructed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION





## SECTION 01 45 00

## QUALITY CONTROL

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes: Maintenance of quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Failure of Materials and Equipment Tested or Inspected:
  - 1. Previous acceptance may be withdrawn and material may be subject to removal and replacement with material meeting Specification requirements, at no cost to the City.
  - 2. The City may refuse consideration of further sample of same item for testing.

## 1.2 INSPECTION OF THE WORK AND SITE ACCESS

- A. The work shall be conducted under the general observation of the City and the City's consultants and shall be subject to inspection by representatives of the City and other government agencies having jurisdiction to assure compliance with all requirements of the Contract Documents and applicable codes and regulations.
- B. During the course of construction, inspections may be conducted by authorized representatives of the City, various inspectors at the site, or independent agencies designated by the City.
  - 1. The presence of inspectors or independent agencies shall not relieve Contractor of the responsibility for the proper execution of the work in accordance with the requirements of the Contract Documents. Compliance is a duty of Contractor, and said duty shall not be avoided by any act or omission on the part of the inspectors.
- C. All products, materials, and equipment furnished by Contractor may be subject to inspection by the City both on-site and at the place of manufacture.
  - 1. Contractor shall at all times provide access to the work for representatives of the City and other agencies designated by the City wherever Contract work is in preparation, in progress or completed.
- D. Inspection items include, but are not limited to, construction quality, deficiencies, and corrections thereof; technical data on materials, tests, and laboratory analysis; contract change orders, claims, and other contract administration matters; and daily logs.
- E. Contractor shall be responsible for calling Code Enforcement Agencies such as the Bureau of Building Inspection, San Francisco Fire Department, Department of Public Health, etc.

## 1.3 MANUFACTURER'S FIELD SERVICES

- A. When specified in the respective Specification Sections, require manufacturer or supplier to have qualified representative(s) perform on-site observations and make recommendations.
  - 1. Observe field conditions, including conditions of surfaces and installation.
  - 2. Observe quality of workmanship.
  - 3. Furnish recommendations to assure acceptable installation and workmanship.

4. Where required, start, test, and adjust equipment as applicable.
  5. Where required, certify that work is installed, adjusted, tested, and satisfactorily performs In accordance with the requirements of the Contract Documents.
- B. Representative shall submit written report to City listing observations and recommendations.

#### 1.4 TESTING AGENCY SERVICES

- A. Testing Agency: An independent commercial testing organization contracted by the City, or the City's own testing laboratory employed and paid by the City, will perform tests and inspections required by various Specification Sections and by applicable building codes or other regulations of public agencies having jurisdiction.
1. City employment of Testing Agency shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
  2. City provided testing shall be limited to Project-specific testing and shall not include general tests or approvals of materials, equipment, or systems.
- B. Testing Agency will furnish sufficient personnel to perform testing and inspection in a reasonable manner so the Contractor is not caused undue delays and expense.
- C. Testing Agency services will be performed in accordance with requirements of governing authorities and with specified standards.
- D. Reports will be submitted to the City and Contractor giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.
1. Where required, Testing Agency will submit copy of test results directly to enforcing agency.
  2. When test or inspection reveals nonconformance with Contract Documents, Testing Agency will orally notify City and Contractor immediately and subsequently by written report.
- E. Re-inspection and Re-testing: Where inspections or tests prove that Work is unsatisfactory or not in compliance with Contract Documents, Contractor shall be responsible for reimbursing City for costs for further inspection and re-testing.
1. Re-testing and inspections of Work revised or replaced by Contractor shall be paid by Contractor where tests were performed on original Work.
  2. Contractor shall repair and replace at no cost to the City damage to Work made necessary by re-testing in accordance with the requirements of the Contract Documents.
  3. Contractor shall reimburse City for City's inspection or Testing Agency fees for travel and per diem expenses, when shops or plants of fabrication are located more than 50 miles from Project site.
  4. If City has reasonable doubt that materials comply with specified requirements, additional inspections or tests will be required as directed by City.
    - a. If additional inspections or tests establish that materials comply with specified requirements, costs for such tests will be paid by City.
    - b. If additional inspections or tests establish that materials do not comply with specified requirements, costs for such tests shall be paid by Contractor.
- F. Testing Agency is not authorized to:
1. Release, revoke, alter, or enlarge requirements of Contract Documents.
  2. Accept any portion of Work.
  3. Stop Work, except as may be required to perform testing or inspection

operations.

- G. Contractor's Responsibilities:
1. Cooperate with Testing Agency personnel.
  2. Provide access to the Work.
  3. Obtain and handle samples of materials and equipment.
  4. Furnish storage and assistance as requested.
  5. Facilitate inspections and tests.
  6. Notify City Testing Agency, and special inspectors in writing a minimum of 48 hours, excluding weekends and holidays, nor more than 72 hours prior to expected time for operations requiring testing or inspection services.
  7. Schedule Work to be tested or inspected to allow tests to be performed within reasonable time period.
  8. Where required, deliver samples to Testing Agency.
  9. When a specified test or inspection is not performed due to Contractor's failure to notify the City as specified or when material or workmanship is not ready at the time specified, the City will establish remedial Work and Contractor shall bear cost of remedy.
  10. Take steps necessary to ensure no portion of the Work requiring testing or inspection is covered prior to written acceptance by authorized parties.
  11. Ensure that no testing or inspection is scheduled until such times as they are assured that all approvals for the work have been received. This includes welder's certifications, submittals, design/build engineering stamp, and certification.
- H. Completed Work: Should the City require tests and inspections for completed work that has not been tested or inspected, furnish necessary facilities, labor, and material to uncover or remove Work in question to extent necessary. Contractor shall reconstruct the work after the test or inspection in accordance with the requirements of the Contract Documents.
1. The cost of reconstructing non-conforming work or defective materials shall be at Contractor's expense.

#### 1.5 REQUIREMENTS OF TESTS

- A. Review Specifications Sections for additional requirements for testing and inspection.
- B. Tests referenced shall not be a limitation on City's rights for testing and inspection to verify conformance with Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



## SECTION 01 50 00

## TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Provide and maintain construction facilities and temporary controls as required to perform the Work; relocate as required by the progress of the Work.
  - 2. Unless otherwise required by the City, materials for construction facilities and temporary controls may be new or used, and shall be suitable for the purposes intended.
  - 3. Materials, installation and maintenance of construction facilities and temporary controls shall be in compliance with applicable regulatory requirements.
  - 4. Maintain construction facilities in sound, neat and clean condition. Remove any graffiti and repair any vandalism to the satisfaction of the City.
  - 5. Remove construction facilities and controls, including associated utilities and equipment, when their use is no longer required.
- B. Related Sections:
  - 1. Section 01 71 33 - Protection of Adjacent Construction.
  - 2. Section 01 77 00 - Closeout Procedures.

## 1.2 OPERATION HOURS FOR TEMPORARY CONTROLS

- A. Provide and maintain temporary pumping, piping, power, lighting, controls, instrumentation, alarms, security devices, and all required safety devices at all times. Such items shall be made available for immediate use when Contractor's operations impact existing systems.

## 1.3 TEMPORARY ELECTRICITY

- A. Provide and pay for electrical service and weatherproof, grounded distribution system of sufficient size, capacity, and power characteristics during the construction period. Existing on-site City electrical facilities are not available for contractor's use.

## 1.4 TEMPORARY LIGHTING

- A. Provide and maintain lighting for construction operations, including power to distribution boxes. Required illumination may be provided by approved cord sets with lamp guards. Provide and maintain temporary lighting whenever new permanent lighting fixtures are switched over from existing lighting.

## 1.5 TELEPHONE SERVICE

- A. The Contractor shall provide, maintain and pay for telephone service to Contractor's field office from the time of project mobilization.

## 1.6 TEMPORARY WATER SERVICE

- A. Potable Water: Arrange with the San Francisco Water Department to provide potable water obtained by connecting to City water systems.
  - 1. Contact the Water Department at 923-2400 for arranging such water service.

2. Water is available from fire hydrants located in the streets. Obtain permission from the San Francisco Fire Department to use hydrants.
  3. Pay the costs of connection fees, meters, and all water furnished by the San Francisco Water Department under the water service account established above.
- B. The Contractor is advised that Ordinance # 175-91, Article 21, Section 1100 to 1107 of the San Francisco Municipal Code (Public Works Code), restricts the use of potable water for soil compaction or dust control activities, to the extent not directly in conflict with any applicable federal, state and local law.
1. In consideration for potential health concerns, an exemption may be allowed for the use of potable water for soil compaction or dust control activities when human contact and exposure exists. Such exemption will be considered and may be granted on a case by case basis.
  2. Should the Contractor seek to use potable water for soil compaction or dust control activities, the Contractor, shall apply for, and obtain an exemption pursuant to Ordinance #175-91, Article 21, prior to its use. The application for such use of potable water is to be sent to the Department of Public Health, Environmental Health Section, 1390 Market St., Room 910, San Francisco, CA 94102, Telephone 415-252-3945. Permission for such use may be granted by the General Manager of the Water Department, pursuant to Ordinance #175-91, Article 21.
- C. Reclaimed Water: Arrange with the SEWPCP to provide reclaimed water for soil compaction and dust control which is available at no cost to Contractor at the SEWPCP from 8:00 A.M. to 5:00 P.M. on weekdays and Saturdays.
1. Arrangements can be made for access to reclaimed water at other times.
  2. A permit is required to obtain reclaimed water from the City. Contact [mfisher@sfgwater.org](mailto:mfisher@sfgwater.org) and/or (415) 695-7378 at least three (3) days prior to the date that reclaimed water is required. See <http://sfgwater.org/index.aspx?page=953> for more information.
- D. The Contractor shall be required to provide his own water tanker and hoses. Contractor's hoses crossing traveled roadways shall be buried beneath the roadway or ramped over.
- E. Provide and maintain distribution piping, water tankers, hoses, and all appurtenances necessary to supply water at the job site.
1. Bury pipe crossing traveled roadways beneath the roadway. Use hose or ramp over temporary piping on roadway surfaces.

#### 1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required toilet facilities and enclosures. Location of facilities shall be approved by the City Representative in the field.
- B. The Contractor shall be responsible to provide and maintain all construction facilities, temporary controls, and temporary utilities as required to perform the work of this Contract. The Contractor shall arrange with the utility agencies to provide and pay for such utility services required, including furnishing, installing and removing on completion of all work all temporary connections to said utilities.
- C. The Contractor shall provide and maintain temporary toilet facilities and enclosures as required at no cost to the City.

## 1.8 TEMPORARY CONSTRUCTION FENCE

- A. The Contractor shall furnish and install a temporary 6'-0" chain link construction fence with lockable gates at the limit of work and at areas to isolate and protect the public from hazardous conditions during construction.
- B. Provide fencing as needed to prevent unsafe entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- C. Protect vehicular traffic, stored materials, site and structures from damage.

## 1.9 TEMPORARY ENCLOSURES

- A. Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
  - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
  - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

## 1.10 MAINTENANCE OF THE WORK AREA

- A. Maintain the work areas in a safe condition, remove all accumulations of rubbish (Contractor's waste and public refuse) and surplus materials at the end of each working day, restore them to a condition equal to that which existed prior to the start of work, and leave them at completion of the contract in a clean, orderly fashion.
- B. Demolished concrete, deteriorated masonry, cleared vegetation, and excavated material not indicated for reuse shall be removed from the site at the end of each working day without delay and disposed of in a legal manner.
- C. Cleaning During Construction: Control accumulation of waste materials and rubbish; collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly.
  - 1. Clean interior spaces prior to the start of finish work; maintain areas free of dust and other contaminants during finishing operations.
  - 2. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material off-site in a lawful manner.
  - 3. Maintain the site and all adjacent public areas in a clean and orderly condition. Maintain the site, equipment, fences and signs free of graffiti. Remove all graffiti daily using methods which cause no damage to the work or existing facilities.
  - 4. Sweep all pedestrian walkways and dispose of debris around the site perimeter on a daily basis.

## 1.11 DRAINAGE CONTROL

- A. Grade site to drain. Maintain excavations free of standing water.
- B. Provide, operate, and maintain pumping equipment as needed to control water at the site.

- C. Protect site from erosion caused by flowing water.

#### 1.12 CONFINED SPACE ENTRY

- A. It is the responsibility of the Contractor to provide all equipment or assistance to make the confined space safe for entry by the Engineer or his representative per The California Administration Code, Title 8, and General Industry Safety Orders Entitled "Confined Spaces".

#### 1.13 TEMPORARY PROJECT SIGN

- A. Not Applicable

#### 1.14 TEMPORARY TOW AWAY/NO-PARKING SIGNAGE

- A. On January 1, 2017, temporary occupancy permits and all other permits that include tow-away signage, aside from excavation permits activated through 311, will not be activated and permittees will not have tow away rights unless and until time and date stamped photos evidencing that signage was posted in the correct location a minimum of 72 hours prior to the time at which the parking restrictions are to become effective under the permit have been uploaded to the San Francisco Public Works, Bureau of Street Use and Mapping (SFPW/BSM) Tow-Away Sign Database. See Appendix B – Tow-Away Sign Activation and Photo Upload Process.
- B. The Contractor is advised that Sign Ordinance PWC Article 15, Section 724 which will require the applicant (Contractor) to input the amount of right of way they will occupy during construction activities for a specific permit, to be issued by SFPW/BSM for all work in the Public Right-of-Way. The Contractor shall enter times of operation during construction with the proposed start and end times and specific calendar days. This information will be printed on the tow-away signs. Refer to Tow Away Manual at <http://www.sfpublishworks.org/sites/default/files/4506-Tow-Away%20User%20Guide.pdf>.
  - 1. The location of the Construction Zone will be entered as part of the excavation permit, which will include the length of occupancy (distance in linear feet). This information and date. Once a permit has been approved, the applicant is informed off the approval via email and will be provided a hyperlink to create/modify the tow/away signs prior to printing.
  - 2. The information required at time of permit will update the database and will validate that the total linear footage of construction occupancy does not exceed 1,200 linear feet. Upon completion of any adjustment to the tow-away signs, the applicant can determine which street segment to print out and may choose to either print one of two general tow-away sign template or request the Department of Public Works to print the tow-away signs. The Contractor shall pay for the printing of each sign.
  - 3. Size: Tow-Away/No-Parking Signs shall be 11' wide x 17' tall.
  - 4. Digital File: Project sign shall match the final graphical layout provided by the City, including the colors and fonts. The design of the Contractor furnished project signs shall be in strict accordance with the DPW Order for Towaway Signs located at: <http://sfpublicworks.org/sites/default/files/4508-TowAway-2015-Template.pdf>.



- a. Contract shall use only paper types which shall be waterproof durable; tear resistant' with laser paper labels type and templates: 11 x 17 10 PT CV, 215 grams/m<sub>2</sub>
5. Printing: Project sign can be printed on a Xerox Phaser 7800, or equivalent that can print 11x17 120-130 lb paper. All Tow-Away/No-Parking Signs shall be secured and paid for by the Contractor.
6. The Contractor shall maintain Tow-Away/No-Parking Sign (s) in good condition as needed throughout the duration of the Contract.
7. After substantial completion, Contractor shall remove each Tow-Away/No-Parking Sign from the site as its property.
8. Damaged Tow-Away/No-Parking Sign that cannot be repaired on site shall be replaced at no additional cost to the City.

#### 1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, construction equipment, temporary structures and facilities, unused materials, rubbish and debris prior to Final Inspection. Restore facilities to conditions prior to construction, to the satisfaction of the City.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- D. Remove field offices and temporary utility services from the Site.

#### 1.16 STORAGE AND STOCKPILING

- A. The Contractor shall make its own arrangements for off-site storage or shop areas and off-site construction parking facilities. On-site storage shall be limited to materials and equipment currently being installed or utilized.
- B. If necessary, the Contractor shall arrange for temporary off-site storage of equipment and materials at his discretion. No additional compensation shall be provided from the City.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION





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[ PROJECT TITLE ]

[ Contract No. XXXXA ]  
FUNDED BY [ NAME OF PROGRAM ]

BEGINS: [ MONTH / YEAR ]

COMPLETION: [ MONTH / YEAR ]

MORE INFORMATION:

Please visit us at

[www.sfpublicworks.org](http://www.sfpublicworks.org)

CONTACT:

San Francisco Public Works

415-XXX-XXXX

email address

AFTER HOURS:

[ Contractor's Name ]

XXX-XXX-XXXX

A PROJECT OF THE CITY'S TEN-YEAR CAPITAL PLAN

There is only one San Francisco and we're taking care of it.

This project is  
brought to you by:



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Jeff Sheehy  
Hillary Ronen  
Malia Cohen  
Alissa Safai





Beginning on January 1, 2017, temporary occupancy permits and all other permits that include tow-away signage, aside from excavation permits activated through 311, will not be activated and permittees will not have tow-away rights unless and until time and date stamped photos evidencing that signage was posted in the correct location a minimum of 72-hours prior to the time at which the parking restrictions are to become effective under the permit have been uploaded to the Bureau of Street-Use and Mapping Tow-Away Sign Database.



### San Francisco Public Works

1155 Market Street, 3rd Floor  
San Francisco CA, 94103  
Phone: (415) 554-5810  
Fax: (415) 554-6161

Processing Hours: 7:30 AM-4:00 PM  
Monday through Friday, except official holidays



Contact 311 for complaints

# Tow-Away Sign Activation and Photo Upload Process



# Public Works Tow-Away Sign Activation and Photo Upload Process

**EFFECTIVE**  
DATE: January 1,  
2017

## PERMITS AFFECTED:

The tow-away sign activation and photo upload process change is applicable to all temporary occupancy permits and all other permits that include tow-away signage.

**Excavation permits activated through 311 will not be impacted.**

## ACTIVATION AND PHOTO UPLOAD PROCESS:

**STEP 1:** Request a street space permit from Public Works.

**STEP 2:** Once permit is approved a link for tow-away signs will be provided via email along with a link to the Bureau of Street-Use and Mapping tow-away sign database.

**STEP 3:** Print signs and post them at the permitted location every 20 feet no less than 72 hours in advance of the time the parking restrictions are to become effective.

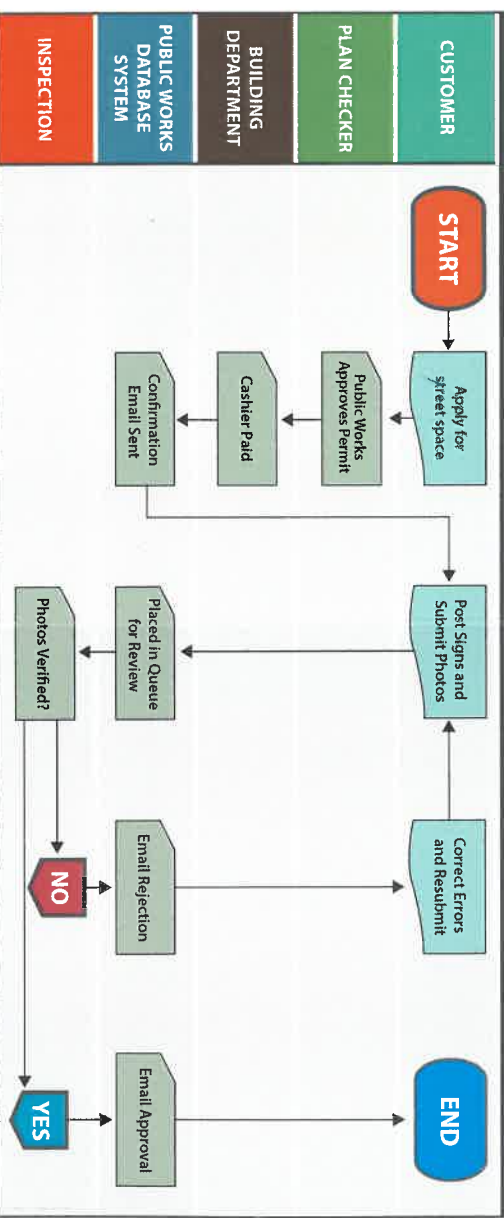
**STEP 4:** Click on the link provided in the confirmation email and take photos showing the placement of the signs.

**STEP 5:** Click submit and the photos will be submitted to Bureau of Street-Use and Mapping for review.

**STEP 6:** A confirmation email will be sent stating the photos were accepted, the permit is active, and tow-away rights are reserved.

**NOTE:** If photos are inadequate, you will receive a rejection email identifying the deficiencies to be corrected.

## Street Space Application and Tow-Away Sign Activation and Photo Upload Process



## PHOTO REQUIREMENT 1:

A scene-setting photo clearly showing the signs are posted in the permitted location every 20 feet.



## PHOTO REQUIREMENT 2:

A close-up photo of a tow-away sign that enables essential information on the sign to be confirmed.



## SECTION 01 56 39

## TEMPORARY TREE AND PLANT PROTECTION

## PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. This section includes the requirements for the protection of existing trees and shrubs, including entire structure of plant material above and below ground impacted by all demolition and construction work under this contract.
- B. Contractor is prohibited from stockpiling any excavation or construction materials within the canopy of trees, on lawn areas or near shrubs.
- C. Contractor shall immediately clean and remove any construction residue that falls within the canopy of a tree or near shrubs.

## 1.2 RELATED SECTIONS

- A. Section 01 11 00 - Summary of Work.
- B. Section 01 71 33 - Protection of Adjacent Construction

## 1.3 JOB CONDITIONS

- A. Pre-construction Meeting:
  - 1. Prior to commencement of work, the Contractor shall arrange a meeting on the site with the City Representative, General Contractor, and such others as the City Representative shall direct to review the proposed schedule, the "Trees of Concern", the tree and landscape protection, submittals for this Section, the coordination with work of other trades, and the selective thinning and clearing requirements.
  - 2. Adjustments to the type and extent of the protection shall be addressed at the time of the meeting.
  - 3. Contractor shall coordinate the meeting and inform all parties in writing (5) business days in advance of the scheduled meeting.
- B. Environmental Requirements: Perform work only during suitable weather conditions. Do not disc, rototill, or work soil when frozen, excessively wet, or in otherwise unsatisfactory condition.
- C. Sequencing and Scheduling: Adjust, relate together, and otherwise coordinate work of this Section with work of Project and all other Sections of Project Specifications.

## 1.4 QUALITY ASSURANCE

- A. Contractor shall employ a certified Arborist who is a member of the American Society of Consulting Arborists, Inc. (ASCA). The name and qualifications of the Arborist shall be submitted for approval by the City Representative.
  - 1. Arboricultural work including tree removal, pruning and care for trees to remain shall be performed by personnel familiar with arboricultural work, under the supervision of an experienced professional Arborist and foreman at all times.
  - 2. Work in this Section shall be by a firm which has successfully completed landscape work similar in quality and extent to that indicated for this project for a

period of not less than five (5) years. Supervisory personnel with experience on projects of similar size and extent shall supervise the work.

#### 1.5 APPROVAL OF TRENCHING AND EXCAVATION

- A. The contractor shall obtain written approval from the City Representative and a certified Arborist prior to start of excavation work within the drip line of trees. A Certified Arborist shall be retained as needed to provide written direction at the Contractor's expense.
- B. The Contractor is prohibited from using equipment for trench and excavation work within the tree drip line or where root intrusion exists on asphalt pathways to be reconstructed.
- C. In the event pruning is required for roots greater than 2" in diameter the Contractor shall receive written direction from the City Representative in coordination with Arborist prior to continuation of work.

#### 1.6 NON-APPROVED TRENCHING

- A. In the event trenching or excavation is performed by the Contractor without the approval or not as shown on the Contract Drawings; the Contractor shall be subject to a fine equal to one half (½) day liquidated damages for every 50-feet.
- B. The only exception to paragraph 1.07A above is for trenching to a maximum of 3-feet as measured horizontally without approval at any particular location for the placement of pipe fittings and quick couplers outside the drip line of any tree.

#### 1.7 DAMAGE TO TREES AND PAYMENT FOR DAMAGE

- A. If the Contractor should cause minor damage as defined by nicked tree trunks, limbs and branches or broken branches to trees or shrubs during the course of construction, the Contractor shall pay the following penalties at the beginning of each billing period:
  - 1. The Contractor will be penalized the sum of One Hundred dollars (\$100) for the first incident which causes minor damage to trees or shrubs.
  - 2. The Contractor will be penalized the sum of Two Hundred dollars (\$200) for the second incident which causes minor damage to trees or shrubs.
  - 3. The Contractor will be penalized the sum of Five Hundred dollars (\$500) for the third and subsequent incidents which cause minor damage to trees or shrubs.
- B. The Contractor shall replace the tree should more serious damage occur, including damage to roots 2-inches in diameter or larger, during construction at no additional cost to the City. The City Representative shall determine the value of such replacement trees or shrubs. In addition to the Contractor's restoration approved by the City Representative, the Contractor will be assessed damages for the difference in the dollar value of the damaged tree or other plant material, and the dollar value of the replacement.
  - 1. The dollar value will be determined by the City Representative from the "Guide for Establishing Values of Trees and Other Plants," prepared by the Council of Tree and Landscape Appraisers, current edition. Damages assessed will be deducted from moneys due or that may become due to the Contractor.
- C. The Contractor shall in addition be liable for the cost to the City for removing the damaged tree. This cost will cover 1.5 times the hourly wage of all person(s) at the site for the required hours to remove the tree and haul offsite as directed by the City Representative.



## 1.8 EXCAVATION WORK UNDER LOW HANGING BRANCHES

- A. In areas where trenching is required under low hanging tree branches (8 to 12-feet off the ground), the Contractor shall operate equipment to a maximum height of 10-feet to avoid contact and possible damage to the tree branches.
- B. In bidding the work, the Bid Items which include piping and conduit trenching work shall include the use of machinery that will not extend above 10-feet vertically for 5% of the linear trenching performed.

## 1.9 MANUAL EXCAVATION

- A. In areas where tree branches hang below 12-feet over the area to be excavated, adjacent to elderly trees or as directed by the City Representative, the Contractor shall manually excavate the trench. No machinery shall be used in the areas so designated for manual excavation.

## 1.10 DAMAGE TO LAWNS, PLANTED AREAS, AND EXISTING IRRIGATION SYSTEMS

- A. Refer to the DPW Standard Specifications, Section 1009 – Restoration of Existing Lawn and Other Planting.

## 1.11 EXCAVATION FOR CONCRETE PATHWAYS

- A. The Contractor's vehicles and equipment shall not be driven off-road except along designated routes as far away as practical from tree root zones.
- B. Vehicles and equipment shall be operated in such a manner as to avoid damage to tree and bush trunks, leaves and branches.

## 1.12 ASPHALT PAVING AND TRENCHING AND INSTALLATION OF UNDERGROUND UTILITIES NEAR TREE ROOTS

- A. The Contractor shall place all piping 3 ½-inches and smaller and all conduits a minimum of 18-inch below the existing finished grade. New conduits shall be located at least 25-feet away from all tree trunks, , , and 5 feet away from and parallel to any asphalt or concrete paths.
- B. The Contractor shall not cut any tree roots over 2-inch in diameter unless an approved arborist is consulted. The Contractor shall bend and/or transition underground conduit and piping so that the conduit or piping will thread between tree roots. This 2-inch diameter tree root guideline is dependent of the species of tree or bush. Various trees and bushes have a more fibrous root system, consequently, severing a large number of these roots can be as detrimental to certain species of trees as severing a fewer number of larger tree roots.
- C. When possible, trenches shall not be run of the side of the tree exposed to prevailing winds as roots are primarily anchored on the windward side. Trenches shall not be cut across more than on quadrant of the tree root zone.
- D. Excavated material (fill and overlay) shall not be deposited under the leaf/needle canopy of established trees. The excavated material shall be placed in piles along one side of a paved surface. In no case shall the Contractor place the excavated material closer than 6-feet from the base of a tree.
- E. The Contractor shall be responsible for identifying all underground lighting, electrical control, and irrigation utilities within the project site area. San Francisco Public Works is not a party

to or a participant in the Underground Service Alert (USA). SFPW will not be providing any field marking service, protecting, and warning the Contractor of the underground facilities. As part of the contract work, the Contractor shall be required to locate, probe, determine, and flag or mark all underground facilities including, but not limited to, metal and plastic conduits and pipelines, sprinkler heads, quick couplers, valves boxes, controller boxes, pull boxes, prior to excavation.

- F. The Contractor shall replace all affected areas with new sod grass, decomposed granite, new concrete, or asphalt paving within 10 calendar days after beginning trench excavation. All trenches in pathways and planting areas shall be temporarily covered for immediate use. The Contractor shall not accumulate affected areas for group planting of sod or group paving of trench.
- G. The Contractor shall locate quick couplers and lateral lines. The Contractor shall cap tees as shown on the drawings unless located in the field directly under the tree drip line. In these cases, obtain the City Representatives approval for relocating the fitting(s).

## PART 2 - PRODUCTS

### 2.1 TEMPORARY PROTECTION OF EXISTING TREES AND LANDSCAPE PLANTING

- A. Tree Protection fencing shall be composed of 6' tall chain link fence and posts, refer to drawings for additional information.
- B. Temporary materials, new or used, that are adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable Laws and Regulations, and shall be approved by the City Representative.
- C. Protection bedding mulch: Recycled wood chips to conform to the following:
  - 1. Mulch pieces should typically be heavy toothpick-like, 2-inch dimension.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Provide protection for existing tree to remain.
- B. Contractor shall provide Temporary Protection suitable for the protection of the existing tree to remain immediately adjacent to the construction limit of work line, and as directed by the City Representative.
- C. The Contractor shall coordinate all other trades and work.
- D. All trees to be retained shall be enclosed by fencing on the work side when Tree Protection Zone is located inside, adjacent to, or within 10 feet of the limit of work, prior to demolition, grubbing, or grading.
- E. Trees to be retained shall be pruned for clearance as required under supervision of a certified Arborist.
- F. Temporary Protection shall be kept in place for the duration of the Project, maintained during construction, and temporarily relocated as required by the progress of the construction at no additional cost to the City.

### 3.2 PREPARATION

- A. Stake the location of Temporary Protection barriers and fencing as noted above for the approval of the City Representative prior to installation of Temporary Protection fencing. Place location stakes at corners and ends and 30 feet on center maximum.
- B. Notify the City Representative at least two weeks in advance of the date for on-site review of the staking.
- C. Place six inches (6") of organic mulch over existing grade within Temporary Protection fencing for existing trees to remain.

### 3.3 INSTALLATION

- A. Install Temporary Protection for existing tree, as specified herein and as approved in the field by the City Representative and Landscape Architect. Install all other Temporary Protection in locations approved in the field by the City Representative and Landscape Architect.
  - 1. Install posts at 10-foot intervals maximum, at corners, and at other changes in direction. Posts shall be set firmly in undisturbed soil, plumb and with a minimum of exposed height as specified. Securely attach fencing at a minimum of three points.
  - 2. On pavement, provide self-supporting chain link fencing that does not require anchorage into the pavement.
  - 3. Install hay bales or rolls of erosion control wattling, secured around trunk to a height of 6 feet.
- B. Fencing to be relocated closer to trees to remain to accommodate the sequence of construction shall be reviewed by the City Representative and Arborist prior to relocation. No removals or construction shall occur without the City Representative's and Arborist's approval of the new fence location.
- C. Completely remove Temporary Protection, including foundations, associate materials and equipment at the completion of the Project or as directed by the City Representative.
- D. Restore and recondition areas of site damaged or disturbed by barrier installation and removal.

### 3.4 PROHIBITED ACTIVITIES:

- A. The following are activities prohibited under existing tree canopies and within protected landscape planting areas:
  - 1. Excavating or trenching under tree canopies is prohibited and shall be permitted only under the following conditions:
  - 2. When excavating or trenching within the canopy of trees to remain, the Owner shall be given 48 hours notice. Exercise extreme care during excavation to prevent damage to roots and in a manner that will cause minimum damage to the root system. Such work shall not occur without a professional arborist to perform compensatory root and branch pruning.
  - 3. Prune injured roots cleanly. Backfill as soon as possible.
  - 4. Where tunneling around roots is not practical, roots shall be cut off approximately six inches (6") from construction.
  - 5. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or exposed roots shall be packed with wet peat moss or four (4) layers of wet untreated burlap and temporarily supported and protected from damage until permanently covered with backfill.

6. Thinning shall not remove more than thirty percent (30%) of the existing leaf surface.
  7. Ripping or tearing of roots will not be allowed.
- B. Placing backfill under protected trees unless indicated otherwise. Where fill is required for grading, and as indicated on the Drawings, do not fill above existing grade line at trunks. Fill soil must percolate at a rate of 1" per hour minimum.
  - C. Damage to trunk, canopy, or limbs caused by maneuvering of vehicles or equipment, or stacking of materials and equipment.
  - D. Driving or parking vehicles; storage of vehicles, equipment, or supplies.
  - E. Disposing of paint, petroleum products, dirty water, soil sterilants, concrete slurry or other deleterious materials on or around roots or on any landscape areas.
  - F. Changing site grades which cause drainage to flow into or to collect near protected trees.
  - G. Using protected trees as support posts, power poles, crane stays, sign posts, or anchorage for ropes, guy wires, power lines, or other similar functions.
  - H. Damage to root system from flooding, erosion, excessive wetting or drying resulting from dewatering or other operations.
  - I. Excessive water or heat from equipment, utility line construction, or burning of trash under or near shrubs or trees.

### 3.5 REPLACEMENT OF DAMAGED LANDSCAPE PLANTING

- A. Trees destroyed or damaged beyond repair due to Contractor's negligence, failure to provide adequate protection, or failure to perform recommended selective pruning shall be compensated by the Contractor at no additional cost to the City.
  1. Damage beyond repair that requires replacement shall be determined by the City Representative.
  2. Replacement shall include the replacement plant material, transportation, installation, a 30-day maintenance period, and a one year warranty.
  3. Planting location for replacements may be different from the original location and shall be determined by the City Representative.
- C. Replace trees with plants of same species, size and shape.
- E. Since age and size of existing tree may prohibit replacement with same size tree, the difference in caliper between size of damaged tree and replacement of tree shall be compensated by the Contractor.

END OF SECTION

## SECTION 01 57 26

## TEMPORARY PROTECTION OF CATCH BASINS AND STORM DRAIN INLETS

## PART 1—GENERAL

## 1.01 DESCRIPTION

- A. Documenting and protecting catch basins and storm drain inlets as incidental work.

## 1.02 RELATED SECTIONS

- A. Section 01 71 33, Protection of Adjacent Construction

## PART 2—PRODUCTS

## 2.01 MATERIALS

- A. Contractor shall provide all labor and materials necessary to protect debris from entering the sewer system.

## PART 3—EXECUTION

## 3.01 PREPARATION

- A. The Contractor shall photograph all catch basins within the limits of work. Each catch basin shall have at least two photos, one from the top view and one from the side view along the flow line. Refer to Section 01 71 33-1.6B.
- B. Contractor shall notify the City Representative of any clogged catch basin or storm water inlet immediately upon discovery.
  - 1. Call SFPUC Sewer Operations at 695-2096 to report catch basins or storm water inlets containing debris in the barrels and/or cast iron traps.

## 3.02 DRAINAGE PROTECTION

- A. Contractor shall be responsible for protecting and keeping in operation all storm water inlets and catch basins throughout the entire project site for the duration of the project until Final Acceptance.
- B. Contractor shall take adequate measures to prevent the impairment of the operation of the sewer system. Contractor shall prevent construction material, pavement, concrete, earth, paints, thinner, solvents, and other debris or toxic material from entering a sewer or sewer structure including surface flow collection system, such as catch basins and culverts.
- C. Prior to the final inspection and acceptance, the Contractor shall check all storm water inlets and catch basins within the project limits for debris.

END OF SECTION



SECTION 01 60 00  
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 INCLUDED WORK

- A. Section includes procedures and requirements for material and equipment.

1.2 PRODUCTS

- A. Material and equipment incorporated in the Work shall be new, unless otherwise specified or indicated; in a condition acceptable to the City; and suitable for the use intended.
  - 1. Products may also include existing materials or components required for reuse.
- B. No material or equipment shall be used for any purpose other than that for which it is designed, specified, or indicated.

1.3 QUALITY ASSURANCE

- A. Include within Contractor's quality assurance program procedures for full protection of work and materials.

1.4 MANUFACTURER'S SERVICES

- A. Require material suppliers and product manufacturers to provide site representation on the request of the City for qualifying and verifying the use of their materials for the project purpose and conditions. Refer to Section 01 33 00 - Submittal Procedures for submittal requirements regarding manufacturer's instructions and certificates of satisfactory installation.

1.5 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the City, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.6 DELIVERY

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Transport and deliver manufactured products, undamaged, in manufacturer's original, unbroken containers or packaging, clearly identified with manufacturer's name, product name, and instructions.
- C. Handle products to avoid soiling and damaging the products and their packaging.
- D. Immediately upon delivery, inspect shipments to assure compliance with the Contract Documents and reviewed submittals, and to verify that products are undamaged and properly protected from potential damage.
  - 1. Undamaged products shall be delivered to the project site in manufacturer's sealed containers or wrappings with legends and labels intact. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Promptly remove damaged material and unsuitable items from the job site, and

- promptly replace with material meeting the specified requirements at no increase in Contract Sum.
3. Unsuitable materials and products not removed promptly from the job site by Contractor may be removed by the City. Removal costs shall be paid by Contractor.
  4. Identify materials and equipment delivered to the site to permit checking against Submittals and Shop Drawings.
- E. The City may reject as non-complying such material and products that do not bear identification satisfactory to the City as to manufacturer, grade, quality, and other pertinent information.

## 1.7 STORAGE

- A. Store materials and equipment at the site at Contractor's own risk. Because of location and visibility, on site storage shall be limited to materials and equipment currently being utilized or installed.
- B. Provide off-site storage and protection when site does not permit on-site storage or protection.
- C. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled enclosures.
- E. Store fabricated products above the ground, on blocking or skids, to prevent soiling and staining of the products.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Arrange storage to facilitate inspection of products. Periodically inspect stored products to assure that products are maintained under specified conditions and free from damage and deterioration.
- J. Store products subject to damage from the elements in weather tight enclosures, maintaining temperature and humidity within the ranges specified by the manufacturers.
- K. Provide coverings as necessary to protect installed products from damage from traffic and construction operations; remove coverings when no longer needed.
  1. Take care to use protective covering and blocking materials which do not soil, stain, or damage materials being protected.

## 1.8 HANDLING

- A. Use means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of other trades.
  1. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.



2. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or material to be moved over such surfaces
  3. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the City.
- B. Clean exposed materials at the time of acceptance of the installation for Substantial Completion.

#### 1.9 REPAIRS AND REPLACEMENTS

- A. Promptly replace lost or damaged materials and equipment with replacements of like kind and quality or repair them at no additional cost to the City.
- B. Damage to any of the work and premises prior to acceptance by the City is the responsibility of Contractor. Should any new equipment become damaged, restore it to its original condition, and finish before final acceptance. Replace or repair damage to City property and to the work of other Divisions, caused by the work of this Division at the expense of, Contractor and to the City's satisfaction.
- C. Additional time required to secure replacements and to make repairs will not justify an extension in the contract time of completion.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



## SECTION 01 71 33

## PROTECTION OF ADJACENT CONSTRUCTION

## PART 1 - GENERAL

## 1.1 SECTION INCLUDES

- A. Section includes requirements for protection of existing facilities and improvements.

## 1.2 RELATED SECTIONS

- A. Section 00 73 20 – Existing Utility Facilities
- B. Section 01 50 00 – Temporary Facilities and Controls

## 1.3 EXISTING UTILITIES AND IMPROVEMENTS

- A. Notify Underground Service Alert (USA) prior to excavating in the public right of way areas so that utility companies may be advised of the work and may field mark or otherwise protect and warn the Contractor of their existing utility lines. Contact USA, telephone 1-800-227-2600, or refer to USA website for more information at:  
<http://www.usanorth.org/>.
  - 1. Provide reasonable access and do not hinder or otherwise interfere with any company or agency having underground facilities in removing, relocating, or protecting such facilities.
- B. Verify the actual locations and depths of all utilities indicated or field marked. Make a sufficient number of exploratory excavations up to a maximum of eight potholes at Contractor's expense of all utilities that may interfere with the work sufficiently in advance of construction to avoid possible delays to Contractor's work.
  - 1. Notify the City if such exploratory excavations show the utility location as shown or as marked to be in error.
  - 2. When utility lines are encountered within the area of Contractor's operations, notify the City Representative and the owner(s) of the utility lines sufficiently in advance for the necessary protection measures to be taken to prevent interruption of service or delay to Contractor's operations.
- C. The Contractor shall protect all existing utilities, facilities, and structures, public or private, and will be held responsible for all damage caused by the Contractor not exercising due care to avoid such damage.
- D. Overhead Contact System: Work on or under the overhead contact system shall be performed with lines and feeders energized unless shutdown of the system is granted. Notify the City Representative at least 10 days prior to performing work on energized overhead trolley wires, feeder circuits, or at substations, so that the City Representative may arrange for any necessary clearances and inspections.
  - 1. Contractor is alerted to the condition that overhead trolley wires and feeder cables distribute electrical energy at up to 700 Volts dc. Comply with the "High Voltage" provisions of the California Code of Regulations (Title 8, Division 1, Chapter 4, and Subchapter 5).
  - 2. Take precautions to avoid accidents and damage to the overhead contact wires, and riser and feeder cables.

- E. Survey Monuments and Bench Marks: Contractor shall bring to the attention of the City Representative all survey monuments, bench marks, property line marks and the like, encountered on the work. Survey monuments, bench marks, or other survey marks or points shall not be removed or disturbed until referenced or relocated by the City Representative or other agency or party having an interest therein, and then removed only at the time and in the manner specifically approved by the City Representative. The contractor shall bring all City monument frames within the limits of the work to grade, with the express provision that any and all work associated with the removal and relocation of such frames, with their covers, shall be under the direct supervision of the City Representative, and all such work shall be considered Incidental Work. The cost of re-establishing and resetting survey monuments, bench marks or other survey marks or points lost or destroyed through the carelessness or negligence of, or inadvertently by, the Contractor or his employees, shall be at the sole expense of the Contractor.

#### 1.4 SAFEGUARDING OF EXISTING FACILITIES

- A. The Contractor shall perform all work, including dewatering operations, in such a manner as to avoid damage to existing fire hydrants, power poles, lighting standards, and all other existing utilities, facilities, trees and vegetation, and structures. The Contractor will be held responsible for any damage due to its failure to exercise due care.
- B. Broken concrete, debris, etc., shall be immediately removed from the property site as the Contractor's property and shall be disposed of in a legal manner.
- C. The Contractor shall take adequate measures to prevent the impairment of the sewer system and to prevent construction material, pavement concrete, earth or other debris from entering a sewer, sewer structures, catch basin, or storm water inlet. The Contractor shall restore damaged utilities and facilities to a condition equal to or better than they were prior to such damage.

#### 1.5 RESTORATION OF PAVEMENT

- A. General: All paved areas cut or damage during construction shall be replaced with similar materials and of equal thickness to match the existing undisturbed areas, except where specific resurfacing requirements are called for in the Contract Documents or in the permit requirements of the agency issuing the permit. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Whenever required by the public authorities having jurisdiction, place temporary surfacing promptly after backfilling and maintain such surfacing in a satisfactory condition for the period of time before proceeding with the final restoration.
- C. Permanent Resurfacing: Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in neat straight lines. All pavement restoration shall be constructed to finished grades compatible with undisturbed adjacent pavement.
- D. Restoration of Sidewalks or Driveways: Wherever sidewalks, curbs and gutters, or driveways have been removed for construction purposes, place suitable temporary sidewalks, curbs and gutters, or driveways promptly after backfilling and maintain them in satisfactory condition for the period of time before the final restoration is been made.

#### 1.6 JOINT SURVEY TO ESTABLISH AUTHENTICITY OF POSSIBLE CLAIMS

- A. The Contractor shall use such methods and shall take adequate precautions to prevent damage to existing buildings, structures, and other improvements during the prosecution of the work.

- B. The Contractor shall retain an experienced photographer to perform preconstruction examination and, if necessary, post-construction survey of all nearby structures, including **photographs of all catch basins within the limit of work and nearby intersections. Each catch basin shall have at least two photos, one from the top view, and one from the side view along the gutter line.** The survey shall be made using digital still photographs or digital videos saved to compac discs. The survey shall be considered incidental work and no separate payment will be made therefor.
- C. After the Contract is awarded and before the commencement of work, the City Representative will arrange for a joint examination of existing buildings, structures and other improvements in the vicinity of the work, as applicable, which might be damaged by the Contractor's operations.
- D. The examination of the exterior of existing buildings, structures, and other improvements located within twenty-five (25) feet of the construction excavation will be made jointly by authorized representatives of the Contractor, the City, and property owners under the supervision of the City Representative. The scope of each examination shall include, but is not limited to, recording of cracks in structures, settlement, leakage and the like.
- E. Records in duplicate of all observations will be prepared by the photographer, including photographs on compact discs as required. One copy shall be delivered to the Contractor, and one copy will be kept on file at the office of the City Representative. The photographer may be required to attest to the fact that he took the pictures; however, in no case, will he determine the cause cracks, settlement, leakage, or like condition nor is he being retained for the purpose of engineering evaluation.
- F. The above records and photographs are intended for use as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the adjacent property owners, the Contractor, and the City, and will be a means of determining whether and to what extent damage, resulting from the Contractor operations, occurred during the Contract Work.

#### 1.7 UNFORESEEN EXISTING UTILITIES

- A. Refer to Section 00 73 20 – Existing Utility Facilities, Paragraph 1.3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



## SECTION 01 74 50

CONSTRUCTION & DEMOLITION DEBRIS RECOVERY PLAN  
(ver. 7/9/2014)

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. In October 16, 2006, the San Francisco Mayor issued Executive Directive 06-05 requiring all Construction Contracts to divert 75% of construction and demolition debris from landfill disposal sites. This directive is supported by existing policies that require reuse, recycling, and management of construction and demolition debris. Some of these policies are described below.
- B. The City and County of San Francisco adopted an ordinance (No. 27-06) that creates a mandatory program to maximize the recovery of all construction and demolition debris material.
  - 1. The Ordinance requires that mixed construction and demolition debris material be transported off-site by a Registered Transporter and taken to a Registered Facility that can process and divert from landfill a minimum of 65% of the material generated from construction, demolition or remodeling projects.
  - 2. Material source separated at the job site should be taken to a facility that reuses or recycles such material.
  - 3. This ordinance applies to all construction projects within the City and County of San Francisco, such as new construction, remodels, tenant improvements, additions, repairs, and full and partial demolitions.
  - 4. This ordinance prohibits any construction and demolition debris from being placed in trash or sent to a landfill.
- C. Chapter 7 of the San Francisco Environment Code requires the Contractor to prepare and submit a Construction and Demolition Debris Management Plan, Construction and Demolition Debris Recovery Monthly Summary of Diversion Reports, and Construction and Demolition Debris Recovery Final Diversion Report in accordance with the submittal requirements specified below (Paragraphs 1.5, 1.6 and 1.7). This requirement applies to all Construction and/or Demolition Projects at City-owned Facilities and City leaseholds, located within the nine counties surrounding the San Francisco Bay, regardless of the size of the project.
- D. Chapter 5 of the San Francisco Environment Code requires the Contractor to reduce wastes by maximizing the use of recycled content materials, recycling, and reuse. Failure of the Contractor to comply with any of its requirements shall be deemed a material breach of contract.
- E. The Mandatory Recycling and Composting Ordinance, Chapter 19 of the San Francisco Environment Code, requires that all persons in San Francisco must source separate their refuse into recyclables, compostables and trash, and place each type of refuse in a separate container designated for disposal of that type of refuse. No person may mix recyclables, compostables or trash, or deposit refuse of one type in a collection container designated for another type of refuse.
- F. California Integrated Waste Management Act of 1989 (AB 939) established the procedures for the Highest and Best Use practices to reduce, recycle, and reuse materials.

- G. State regulations require that Universal Wastes and Treated Wood Wastes be handled and disposed of in accordance with the requirements of the California Department of Toxic Substances Control and all applicable laws.
- H. Contractor shall perform all work and meet all requirements in this Section at no additional cost to the City.

## 1.2 REFERENCES

- A. Mayor's Executive Directive 06-05, Recycling and Resource Conservation, October 16, 2006.
- B. San Francisco Ordinance No. 27-06 (Construction and Demolition Debris Recovery Ordinance) with effective date on July 1, 2006.
- C. San Francisco Environment Code, Chapter 5, Resource Conservation Ordinance.
- D. San Francisco Environment Code, Chapter 7, Green Building Requirements for City Buildings.
- E. San Francisco Environment Code, Chapter 19, Mandatory Recycling and Composting.
- F. California Integrated Waste Management Act of 1989 (California Public Resources Code 40000 et. seq.) - Assembly Bill 939.
- G. Leadership in Energy and Environmental Design (LEED) for New Construction, Version 2009, or more recent version of LEED, US Green Building Council.
- H. Universal Waste information from the following website: <http://www.ciwmb.ca.gov/HHW/Uwaste/>
- I. Treated Wood Waste Fact Sheet from the following website: [http://www.dtsc.ca.gov/HazardousWaste/Treated\\_Wood\\_Waste.cfm](http://www.dtsc.ca.gov/HazardousWaste/Treated_Wood_Waste.cfm)
- J. San Francisco Board Of Supervisors Resolution Nos. 530-04 and 679-02 establishing a zero waste goal.
- K. Food Service Waste Reduction Ordinance as set forth in San Francisco Environment Code Chapter 16.
- L. Refuse Collection and Disposal Ordinance, adopted November 8, 1932.

## 1.3 DEFINITIONS

- A. Alternative Daily Cover (ADC): Materials, other than soil, that have been approved by the California Department of Resources Recycling and Recovery ("CalRecycle") or a successor agency for use as a temporary overlay on an exposed landfill face.
- B. Beneficial Reuse: The reuse of material at a landfill that does not include ADC but shall include, but not be limited to, use of the material for or as the following: alternative intermediate cover; final cover foundation layer; liner operations layer; leachate and landfill gas collection system; construction fill; road base; wet weather operations pads and access roads; and, soil amendments for erosion control and landscaping. "Beneficial reuse" does not include disposal of material at a landfill.



- C. BioMass Energy Generation: the controlled combustion, when separated from other solid waste and used for producing electricity or heat, of wood, wood chips, wood waste, and tree and brush prunings. "Bio-mass Energy Generation" does not include the controlled combustion of recyclable pulp or recyclable paper materials, or medical or hazardous waste.
- D. City-owned Facility: any building owned by the City and County of San Francisco. "City-owned Facility" includes City-owned facilities or portions thereof that the City leases to non-City entities.
- E. City Leasehold: A building or portion thereof owned by others where the City and County of San Francisco is a tenant.
- F. City Representative: The employee of San Francisco who oversees the construction and/or demolition process for a City construction and/or demolition project and is responsible for ensuring that the contractor complies with all aspects of the contract documents.
- G. Compostable: Any material that can be broken down into, or otherwise become part of, usable compost (e.g., soil-conditioning material) in a safe and timely manner as accepted in San Francisco's compostables collection program, such as food scraps, soiled paper and plant trimmings.
- H. Construction and Demolition Debris or C&D Debris: Building materials and solid waste generated from construction and demolition activities, including, but not limited to, fully cured asphalt, concrete, brick, rock, soil, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, fixtures, plastic pipe, metals, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction, deconstruction, demolition or land developments. This term does not include refuse regulated under the 1932 Refuse Collection and Disposal Initiative Ordinance or sections of the Municipal Code that implement the provisions of that ordinance or materials from the public right-of-way. Hazardous waste, as defined in California Health and Safety Code section 25100, et seq., as amended, is not Construction and Demolition Debris.
- I. Construction Project: Any building, planning or construction activity, including demolition, new construction, major alteration, or building additions by a City department at a City-owned Facility or a City Leasehold.
- J. Contractor: The company or person to whom the City awards a contract for a construction and/or demolition project. The Contractor is responsible for complying with all aspects of this Specifications Section and for ensuring that all subcontractors, lower-tier subcontractors and suppliers also comply.
- K. Disposal: The final deposition of material at a legally operating permitted landfill that does not include beneficial reuse or at a permitted transformation facility. A legally operating, permitted landfill includes Class III landfills and inert fills. Disposal of inert materials at inert fills or inert backfill sites does not constitute recycling.
- L. Diversion: Use of material for any purpose other than disposal in a landfill or transformation facility, such as source reduction, reuse, recycling, and composting activities that do not result in material being disposed at permitted landfills and transformation facilities.

- M. Hazardous Waste: Hazardous waste is a waste with properties that make it potentially dangerous or harmful to human health or the environment. The universe of hazardous wastes is large and diverse. Hazardous wastes can be liquids, solids, or contained gases. They can be the by-products of manufacturing processes, discarded used materials, or discarded unused commercial products, such as cleaning fluids (solvents) or pesticides. In regulatory terms, a hazardous waste is a waste that appears on one of the four RCRA hazardous wastes lists (the F-list, K-list, P-list, or U-list) or that exhibits one of the four characteristics of a hazardous waste - ignitability, corrosivity, reactivity, or toxicity. However, materials can be hazardous wastes even if they are not specifically listed or don't exhibit any characteristic of a hazardous waste. For example, "used oil," products which contain materials on California's M-list, materials regulated pursuant to the mixture or derived-from rules, and contaminated soil generated from a "clean up" can also be hazardous wastes. The State Department of Toxic Substances Control offers assistance on this complex topic through its Regulatory Assistance Office. Call 1-800-728-6942 (from within California) or (916) 255-3618 (from out-of-state) or email [RAO@dtsc.ca.gov](mailto:RAO@dtsc.ca.gov)
- N. Inert Fill Facility: A facility that can legally accept inert waste such as asphalt and concrete exclusively for the purpose of disposal.
- O. Landfill: A facility that (i) accepts for disposal in or on land non-hazardous waste such as household, commercial, and industrial waste, and waste generated during construction, remodeling, repair and demolition operations, and (ii) has a valid current solid waste facilities permit from the California Department of Resources Recycling and Recovery (CalRecycle).
- P. Mixed Construction and Demolition Debris Material, or Mixed C&D Debris Material, or Mixed C&D Debris: means Construction and Demolition Debris or C&D Debris, but excluding materials source-separated for reuse or recycling.
- Q. Person: A natural person, a firm, joint stock company, business concern, association, partnership or corporation or, to the extent permitted by law, governmental entity, including the City and County of San Francisco and its departments, boards and commissions for projects within the nine counties surrounding the San Francisco Bay, and its or their successors or assigns.
- R. Recover or Recovery: Any activity, including source reduction, deconstruction and salvaging, reuse, recycling and composting, which causes materials to be recovered for use as a resource and diverted from disposal.
- S. Recyclable Material: Any material or product separated or capable of being separated at its point of discard or from the solid waste stream for utilization as a raw material in the manufacture of a new product.
- T. Recycling: The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include burning, incinerating, or thermally destroying solid waste.
- U. Recycling Facility: An operation or person that collects and processes materials for recycling.
- V. Registered Transporter: Anyone who is hired to remove Mixed Construction and Demolition Debris Material from a construction and/or demolition site in San Francisco, using a vehicle with more than two axles or two tires per axle (such as a large pickup

truck with four tires on the rear axle or three-axle dump trucks) and is hauling at least one (1) cubic yard of Mixed Construction and Demolition Debris Material and holds a valid registration from the City and County of San Francisco pursuant to Chapter 14 of the Environment Code. A Registered Transporter is obligated to take all mixed material only to a Registered Facility.

- W. Registered Facility: Any facility that accepts Mixed Construction and Demolition Debris Material for processing and recycling and holds a valid registration issued by the City and County of San Francisco pursuant to Chapter 14 of the Environment Code.
- X. Reuse: Making new use of a material without altering its form.
- Y. Source Reduction: Any action which causes a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of yard wastes generated, establishing garbage rate structures with incentives to reduce waste tonnage generated, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials.
- Z. Source-Separated Materials: Materials that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of reuse, recycling or composting in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- AA. Solid Waste: Materials designated as non-recyclable and discarded for the purposes of disposal.
- BB. Universal Waste (CCR Title 22, Division 4.5, Chapter 23): Certain specified hazardous wastes that are more common and pose a lower risk to people and the environment than other hazardous wastes. Universal wastes are handled with reduced management requirements. Examples of universal waste: batteries, fluorescent tubes (lamps), electronic devices (cell phones, computers, televisions), cathode ray tubes (CRTs), mercury wastes (thermometers and toys), and non-empty aerosol cans.
- CC. Treated Wood Waste (CCR Title 22, Division 4.5, Chapter 34): Dimensional lumber and other wood products which have been removed from service and were treated with preserving chemicals that protect the wood from insect attack and fungal decay during its use. Examples include fence posts, sill plates, landscape timbers, pilings, railroad ties, guardrails, and decking. Treated Wood Waste is a hazardous waste in California and must be managed according to specific regulations.

#### 1.4 GENERAL REQUIREMENTS

- A. Diversion Goal: In order to meet the City's zero waste goal, the goal for this contract is to divert 75% of the Construction and Demolition Debris material from landfill disposal through waste prevention, reuse, and recycling. If a construction site contains hazardous wastes and/or universal wastes, the 75% diversion requirement should pertain to all non-hazardous waste material. No Construction and Demolition Debris material shall be disposed in garbage or taken to landfill.
- B. In order for construction and/or demolition debris to be considered hazardous, such as containing asbestos or lead, it shall be evaluated and determined to be hazardous by an independent professional such as a Cal/OSHA Certified Asbestos Consultant. The waste determination and other verification shall be included with the C&D Debris

Management Plan (refer to Paragraph 1.5 below), together with a list of hazardous materials found at the project site and plans for proper disposal.

- C. If material at the jobsite is deemed hazardous after the project commences, complete Form A (Request to Send Construction & Demolition Debris Material Directly to Landfill), together with official documentation as noted above in subparagraph B and send signed form to City Representative and to San Francisco's Department of the Environment (SFE) for possible approval.
- D. All Hazardous Wastes, including Universal Wastes and Treated Wood Waste, shall be documented separately, and a summary of all manifests or other disposal documentation, including material description and weights, shall be provided to the City Representative.
- E. Highest and Best Use: The Contractor shall employ the following hierarchy of highest and best use for handling Construction and Demolition Debris as follows:
  - 1. Implement reduced material usage or reuse of materials before any recycling;
  - 2. Implement recycling or reuse of source-separated material before any recycling of Mixed Construction and Demolition Debris Material;
  - 3. Implement recycling of Mixed Construction and Demolition Debris Material before all other forms of disposal.
- F. Recycling Requirements:
  - 1. Source Separated Materials: The Contractor shall develop and implement procedures for source-separation, to the greatest extent feasible, of the following types of recyclable or reusable materials:
    - a. Asphalt.
    - b. Acoustical ceiling tiles.
    - c. Bricks, stone(s), granite, and other finished stone-type materials.
    - d. Carpet and padding.
    - e. Concrete, concrete block, slump stone (decorative concrete block).
    - f. Corrugated cardboard.
    - g. Dimensional lumber and beams.
    - h. Fixtures, hardware, doors, and windows.
    - i. Metal, ferrous and non-ferrous.
    - j. Mixed Inerts.
    - k. Rigid plastic.
    - l. Soil/dirt/rock.
    - m. Trees, Landscape Debris, cleared vegetation and cut-off or other wood scraps.
    - n. Wall board, gypsum sheetrock.
    - o. Other: describe.
  - 2. Mixed Construction & Demolition Debris Material:
    - a. For projects within the legal and geographical boundaries of the City and County of San Francisco, Mixed C&D Debris Material must be taken to a Registered Facility by a Registered Transporter, per Environment Code 14. The diversion rate for Mixed C&D Debris Material taken to one of San Francisco's Registered Facilities is 65%.
    - b. For projects outside San Francisco, the diversion rate for Mixed C&D Debris Material is 65% if taken to one of San Francisco's Registered Facilities; if taken to a non-registered facility the diversion rate approved by the local jurisdiction will be used, and official documentation of the diversion rate approved by the local jurisdiction must be provided by the Contractor. If a facility does not have a locally approved recycling rate, the diversion rate is calculated as zero.
  - 3. Handling Of Recyclable Materials:

- a. The Contractor shall assure that recyclable or reusable materials be free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process. The Contractor shall clean materials that are contaminated before placing it in collection containers.
    - b. The Contractor shall arrange for collection of reusable and recyclable materials by or delivery to the appropriate reuse and/or recycling centers for purposes of reuse and/or recycling.
    - c. All Mixed C&D Debris material from projects in San Francisco must be taken to a Registered Facility authorized to process the material, and it must be hauled by a Registered Transporter.
  4. No Construction and Demolition Debris shall be burned, buried or otherwise disposed of on the project site.
- G. The Contractor is prohibited from sending any C&D debris material directly to landfill or to any facility that would incinerate or otherwise process such debris using high temperature technology without submitting a written request to and receiving approval from the San Francisco Department of the Environment; see Form A and Form B.
- H. Requirements only for Construction Contracts within the legal and geographical boundaries of the City and County of San Francisco:
  1. Registered Transporters and Registered Facilities: Only Registered Transporters can remove mixed construction and demolition debris from a construction and/or demolition site, and they must take this material to a Registered Facility. Materials source separated at the job site should be taken to an appropriate recycling or reuse facility.
    - a. For a list of Registered Facilities and Registered Transporters refer to the website: [www.SFEnvironment.org/c&d](http://www.SFEnvironment.org/c&d)
    - b. Diversion rate for mixed C&D debris material taken to Registered Facilities is 65%.
  2. Full Demolition Requirements: Contractor conducting full demolition of an existing structure must submit a Demolition Debris Recovery Plan (DDRP) to the San Francisco Department of the Environment (SFE).
    - a. The DDRP must demonstrate a minimum of 65% diversion from landfill of demolition debris, including materials source separated for reuse or recycling.
    - b. The DDRP must be submitted to and approved by SFE before the Department of Building Inspection will issue a Full Demolition Permit.
    - c. This requirement does not apply to City construction contracts outside of the legal and geographical boundaries of the City and County of San Francisco.
    - d. The DDRP is available at the following website: [www.SFEnvironment.org/c&d](http://www.SFEnvironment.org/c&d)
- I. Mixed Construction & Demolition Debris material from projects outside the legal and geographical boundaries of the City and County of San Francisco must be taken to a Recycling Facility that processes the material to achieve maximum recycling. If the facility is a San Francisco Registered Facility the diversion rate is 65%. If the material is taken to a facility not registered with San Francisco, the local jurisdiction's recycling rate for that facility shall be used provided official documentation from the local jurisdiction is attached to all submittals as required in Paragraphs 1.5, 1.6 and 1.7. If a facility does not have a local approved recycling rate, the diversion rate is calculated as zero.
- J. Universal Wastes: Contractor shall handle and dispose of all hazardous waste, including "Universal Wastes," in accordance with the requirements of the California Department of Toxic Substances Control (DTSC). Refer to DTSC website: [www.dtsc.ca.gov](http://www.dtsc.ca.gov) . In general, universal waste may not be discarded in solid waste landfills or with non-hazardous

wastes collected for recycling or composting. Contractor shall comply with all hazardous waste regulations, including, but not limited to, the following:

1. Universal wastes shall be stored in containers so that they do not spill, leak, break, or are released into the environment.
2. Label or mark universal wastes, or their containers, to identify their types.
3. Send all universal waste to a facility authorized to collect, recycle or dispose of universal waste.
4. Do not dispose of universal waste in the trash.
5. Do not accumulate more than 5,000 kilograms of universal waste at any one time.
6. Train employees in proper universal waste management including handling, packaging, storing and labeling the universal waste, as well as how to respond to releases. This training may be accomplished by simply giving employees written instructions about universal waste.
7. Keep record of all shipments and receipts of universal waste for three years.

K. Treated Wood Waste: For complete information on handling and disposal of Treated Wood Waste (TWW), refer to the fact sheet available from the DTSC website. For incidental TWW wastes generated during construction, the Contractor shall comply with the following minimum requirements:

1. Keep TWW segregated from other materials.
2. Store no more than 1,000 pounds of TWW for no longer than 30 days. In the event that Contractor stores more than 1,000 pounds of TWW or stores TWW for more than 30 days, Contractor shall comply with additional requirements for routine generators of TWW. Refer to DTSC fact sheet.
3. Label all TWW bundle/shipments with the following information:

<p><b><i>TREATED WOOD WASTE – Do not burn or scavenge.</i></b></p> <p><b><i>TWW Handler</i></b></p> <p><b><i>Name:</i></b> _____</p> <p><b><i>Address:</i></b> _____</p> <p><b><i>Accumulation Date:</i></b> _____</p>
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4. Take TWW to an authorized TWW facility. See the listings at the end of the factsheet for information on facilities who have been authorized to accept TWW in California.
5. Keep records of all shipments of TWW for three years.

L. Waste Reduction: Contractor shall implement waste reduction measures, including, but not limited to, the following:

1. Eliminating the procurement of unneeded supplies;
2. Reduce waste by printing and copying double-sided;
3. Submit all submittals, reports, and forms in electronic format (PDF);
4. Fully participate in available and required recycling and composting programs; and
5. Purchase products made with recycled content such as paper and recycled aggregate.

M. LEED Credit: Compliance with the 75% diversion goal meets the requirements of LEED MR Credit 2.2 and earns the Project 2 points.

N. Contractor shall submit the following in accordance with Paragraphs 1.5, 1.6, and 1.7 below:

1. Construction and Demolition Debris Management Plan;
2. Construction and Demolition Debris Recovery Monthly Summary of Diversion and supporting documentation.

3. Construction and Demolition Debris Recovery Final Diversion Report.
- O. Contractor shall submit the above items in electronic format (PDF) to the City Representative.

#### 1.5 CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT PLAN

- A. The requirements under this Paragraph 1.5 apply to all City construction contracts for City-owned Facilities or City leaseholds located within the nine counties surrounding the San Francisco Bay, regardless of size of the project.
- B. After Award of Contract and before commencement of the Work at the site, the Contractor shall conduct a site assessment to estimate the types and quantities of materials that will be generated by construction and/or demolition at the site and which materials are anticipated to be feasible and practical for reuse and recycling. Contractor shall complete a Construction and Demolition Debris Management Plan (CDDMP) to be discussed with the City Representative.
- C. Contractor shall schedule a meeting with the City Representative to discuss its proposed CDDMP so as to develop a mutual understanding regarding the City's recycling and reuse policies and goals and their application to this project. The contractor must manage all project C&D debris materials to meet a minimum diversion rate of 75%.
- D. Contractor shall obtain tonnage estimates for all C&D debris material from all subcontractors and compile data from all subcontractors into a written and signed CDDMP in a format prescribed by the City. The plan shall include, but not be limited to, the following:
  1. The Contractor's information and Project identification.
  2. Procedures to be used for debris management.
  3. A list of the materials and estimated quantities to be reused, recycled, or transported to a Registered Facility.
  4. The names, locations, and permit or license, as applicable, of recycling and reuse facilities and Registered Facilities (for mixed debris) that the Contractor plans to use for this project.
  5. Procedures for source separation for the materials listed in subparagraph 1.4F "Recycling Requirements" of this Section.
  6. Source Reduction: Describe any project practices for this project which will reduce waste at the source, such as requiring vendors to deliver materials in reusable packaging.
  7. On-site Processing: Describe procedures in which materials are recycled and/or reused on-site, such as grinding materials for use on-site, or reuse of lumber for concrete frames, etc.
  8. Procedures to educate and train all employees and subcontractors on recycling and reuse procedures to be used at the jobsite.
- E. Use Form C (Construction & Demolition Debris Recovery Worksheet) and check the first box in the center of page 1 on the form. Provide estimated start and end dates for the project. A written narrative should be attached to the form describing project and job site practices and procedures as noted in subparagraph 1.5D above
- F. The CDDMP is subject to approval by the City Representative. Contractor shall revise and resubmit the CDDMP as required by the City Representative.
- G. If an unforeseen circumstance requires a change to the facilities or transporters named and approved on the original CDDMP, the Contractor must submit a written request to the City Representative for approval prior to the change being made; a copy should be

sent to the Department of Environment. The request must provide documentation explaining why the change may be necessary. Use Form D (Request to Change Facilities or Transporters), and complete all sections of the form. If any section is omitted, the request will not be considered.

- H. Review of the Contractor's construction and demolition debris management plan will not relieve Contractor of responsibility for compliance with applicable laws and regulations governing control and disposal of solid waste or other pollutants.
- I. In accordance with the Mayor's Directive 06-05 and Chapter 7 of the Environment Code, Contractor shall achieve a diversion rate of 75%.

#### 1.6 CONSTRUCTION AND DEMOLITION DEBRIS RECOVERY MONTHLY SUMMARY OF DIVERSION

- A. Contractor shall submit a signed Summary of Diversion (Summary) to the City Representative with each Progress Payment Application. The Summary shall show actual Construction and Demolition Debris material diversion coinciding with the time period of the Progress Payment. The contractor shall compile data from all subcontractors into one plan/report; all weights are reported in tons and documentation supporting the reported tons shall be attached. Documentation shall include weight tags or other similar proof the hauler received from a facility where material was transported; if a facility issues a receipt with cubic yards only, the contractor shall use the Conversion Rates found in Form E. The documentation issued by the facility shall include the commodity or material type that was delivered to the facility and shall include evidence that the material was from the contracted job; such evidence may include the project address or project/job number provided by the facility on the weight tags or receipts it creates. Diversion reports prepared by vendors, work orders or invoices for services shall not be acceptable unless accompanied by requirements noted above. Use Form C (Construction & Demolition Debris Recovery Worksheet) and check the second box in the center of page 1 of the form and provide the Reporting Period and Progress Payment Number.
- B. Failure to submit the Summary of Diversion and supporting documents shall render the application for progress payment incomplete and delay progress payment.
- C. Contractor shall be responsible for transporting all Mixed C&D Debris Material generated in San Francisco to a Registered Facility by using a Registered Transporter.

#### 1.7 CONSTRUCTION AND DEMOLITION DEBRIS RECOVERY FINAL DIVERSION REPORT

- A. The Contractor shall submit a signed Final Diversion Report showing weight of all Construction and Demolition Debris material diverted for the entire project and the overall diversion rate achieved. Use Form C (Construction & Demolition Debris Recovery Worksheet) and check the third box in the center of page 1 of the form. The Final Diversion Report shall be prepared into one plan/report by the Contractor with data from all subcontractors and submitted to the City Representative.

#### 1.8 JOB SITE ADMINISTRATION

- A. The Contractor shall review the environmental goals of this project with all subcontractors and sub-subcontractors. The Contractor shall make a proactive effort to increase awareness of these goals and ensure full compliance to the Construction and Demolition Debris Management Plan among the Contractor's job site workers and all subcontractors and other workers.



- B. The Contractor shall communicate the presence of demolition debris which is hazardous waste to all workers on the job site and shall establish and clearly identify hazardous waste storage areas. The Contractor shall discuss practices and alternatives to minimize worker exposure to potentially harmful substances expected to be encountered on the job site.
- C. For Construction Contracts within the legal and geographical boundaries of the City and County of San Francisco the Contractor shall provide green, blue and black refuse containers and appropriate signs for field offices to separate recyclable and compostable materials from the trash and subscribe to adequate collection services. To subscribe to these services, contact Recology San Francisco at 415-330-1300. For assistance in setting up recycling and composting programs (i.e. signs and training) in field offices, contact: [SFGovRecycling@SFEnvironment.org](mailto:SFGovRecycling@SFEnvironment.org)
- D. For projects outside the legal and geographical boundaries of the City and County of San Francisco, Contractor shall abide by local jurisdiction's refuse, recycling and composting requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION





**FORM A**  
**REQUEST TO SEND CONSTRUCTION & DEMOLITION DEBRIS MATERIAL**  
**DIRECTLY TO LANDFILL**

City and County of San Francisco

Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

Environment Code Chapter 7 Section 708(a)(3) states that a contractor is prohibited from sending any Construction & Demolition (C&D) debris material directly to a landfill without submitting a request to and receiving approval from the Department of the Environment. This request form must demonstrate that all reuse and recycling options for the material have been evaluated and determined to be not possible.

<b><u>Section 1: Project Information</u></b>		<b>City Department:</b>	
1. Project Name:		2. Project/Job Number:	3. Reporting Period:
4. Project Street Address:		5. City & County (if not in SF):	
6. Contractor's Company Name:			
7. Contractor's Address:		8. City, State, Zip Code:	
9. Contractor's Contact:		10. Contact's Title:	
11. Office Phone:	12. Cell Phone:	13. e-mail:	

<b><u>Section 2: Request Information</u></b>
15. <u>Type of Request</u> (please check):  _____ Initial Request. Submit to the City Representative with the Construction & Demolition Debris Management Plan (CCDMP), and send a copy to the Department of Environment for review and possible approval.  _____ Request due to unforeseen circumstances occurring during the project affecting disposition of the material. Send to City Representative and to the Department of Environment for review and possible approval.
16. <u>Material Description</u> :  Type of Material:  Approximate Tons:  Why can't this material be reused or recycled?   What landfill do you intend to use (Name & Location)
17. Provide a comprehensive & detailed description of all efforts you (and/or your subcontractors) have made to find a location to take this material for reuse or recycling. List must include names and locations of all facilities contacted to take the material, name of person(s) you spoke with, date of conversation, and why the material was refused. <b><u>If the material was deemed hazardous after the project commenced</u></b> , please provide official documentation from an independent professional (See Env Code Chapt 7, Sec 708(a)(6) for complete requirements). Attach an additional sheet if necessary.

18. Provide information and attach documentation on how this material will be used at the landfill. Your request must demonstrate that the material will be used for beneficial reuse, if possible, before any material is used as alternative daily cover (ADC), and that material is used as landfill disposal only as a last resort if necessary. Please include documentation such as a written statement by the landfill operator that the material will be used as designated.

19. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING AND INFORMATION IN ALL ATTACHMENTS ARE TRUE AND CORRECT AND THE MATERIAL DESCRIBED WILL BE HANDLED AS NOTED IF THIS REQUEST IS APPROVED.

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Submittal Instructions:**

**Initial Request:** Submit completed and signed form to the City Representative with the Construction & Demolition Debris Management Plan (CCDMP) and send a copy to the Department of Environment for review and possible approval.

**Request due to unforeseen circumstances occurring during the project affecting disposition of the material:** Send completed and signed form to City Representative and to the Department of Environment for review and possible approval.

Submit completed and signed form to: Department of the Environment, 1455 Market St, Suite 1200, San Francisco, CA 94103. Attention: C&D Landfill Request. Or email: [mary.williams@sfgov.org](mailto:mary.williams@sfgov.org)

For questions regarding completion of this request, please call the Department of the Environment at (415) 355-3700.

**FOR OFFICIAL CITY USE ONLY**

DATE REQUEST RECEIVED \_\_\_\_\_

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

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## FORM B

### REQUEST TO SEND CONSTRUCTION & DEMOLITION DEBRIS MATERIAL TO BIOMASS ENERGY GENERATION FACILITY

City and County of San Francisco

Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

Environment Code Chapter 7 Section 708(a)(4) states that a contractor is prohibited from sending any Construction & Demolition (C&D) debris material directly to any facility that would incinerate such debris or otherwise process such debris using high temperature technology, unless the debris is used as boiler fuel in BioMass Energy Generation, which will only be allowed after the contractor has submitted a request to and received approval from the Department of the Environment. Types of material acceptable for BioMass Energy Generation are wood, wood chips, wood waste and tree and brush prunings. This request must demonstrate that all reuse and recycling options for the material have been evaluated and determined to be not possible.

<b>Section 1: Project Information</b>		<b>City Department:</b>	
1. Project Name:		2. Project/Job Number:	3. Reporting Period:
4. Project Street Address:		5. City & County (if not in SF):	
6. Contractor's Company Name:			
7. Contractor's Address:		8. City, State, Zip Code:	
9. Contractor's Contact:		10. Contact's Title:	
11. Office Phone:	12. Cell Phone:	13. e-mail:	

<b>Section 2: Request Information</b>
<p>14. Material Description:</p> <p>Type of Material (wood, wood chips, wood waste, tree or brush prunings):</p> <p>Approximate Tons:</p> <p>What facility do you intend to use (Name &amp; Location)?</p> <p>Why can't this material be reused or recycled?</p>
<p>15. Provide a comprehensive &amp; detailed description of all efforts you (and/or your subcontractors) have made to find a location to take this material for reuse or recycling. List must include names and locations of all facilities contacted to take the material, name of person(s) you spoke with, date of conversation, and why the material was refused. Attach a separate sheet if necessary.</p>

16. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING AND INFORMATION IN ALL ATTACHMENTS ARE TRUE AND CORRECT AND THE MATERIAL DESCRIBED WILL BE HANDLED AS NOTED IF THIS REQUEST IS APPROVED.

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Submittal Instructions:**

Submit completed and signed form to: Department of the Environment, 1455 Market Street, Suite 1200, San Francisco, CA 94103. Attention: C&D BioMass Energy Request. Or email: [mary.williams@sfgov.org](mailto:mary.williams@sfgov.org)

For questions regarding completion of this request, please call the Department of the Environment at (415) 355-3700.

**FOR OFFICIAL CITY USE ONLY**

DATE REQUEST RECEIVED \_\_\_\_\_

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

COMMENTS \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_



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## FORM C

# CONSTRUCTION & DEMOLITION DEBRIS RECOVERY WORKSHEET

City and County of San Francisco

Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

<b>Section 1: Project Information</b>		<b>City Department:</b>	
1. Project Name:		2. Project/Job Number:	3. Reporting Period:
4. Project Street Address:		5. City & County (if not in SF):	
6. Contractor's Company Name:			
7. Contractor's Address:		8. City, State, Zip Code:	
9. Contractor's Contact:		10. Contact's Title:	
11. Office Phone:	12. Cell Phone:	13. e-mail:	
<p>I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOLLOWING IS TRUE AND CORRECT. I AGREE TO USE THE FACILITIES AND TRANSPORTERS NAMED ON THE ORIGINAL PLAN, AND I UNDERSTAND I AM RESPONSIBLE FOR COMPLIANCE BY ALL SUBCONTRACTORS. IF CHANGES ARE NECESSARY TO THE ORIGINAL PLAN, WRITTEN APPROVAL MUST BE RECEIVED FROM CITY REPRESENTATIVE <b>BEFORE</b> CHANGE MAY COMMENCE (See "Request to Change Facilities or Transporters" Form).</p> <p>Submitted by: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>			

- ☐ **Construction & Demolition Debris Management Plan (CDDMP)\* (Include estimates from all Subcontractors)**

Estimated Start Date: \_\_\_\_\_ Estimated End Date: \_\_\_\_\_

\*Attach a brief description of how this jobsite will be managed to ensure compliance with all aspects of the plan by all persons working on the project

- ☐ **Summary of Diversion: Submitted with Progress Payment Application (Compile Diversion Data from all Subcontractors)**

Reporting Period (mm/yy): \_\_\_\_\_ Progress Payment No.: \_\_\_\_\_

- ☐ **Final Diversion Report (Compile Diversion Data for Entire Project)**

Date Project Completed: \_\_\_\_\_

### City Representative Review & Approval

I declare under Penalty of Perjury under the Laws of the State of California that I have reviewed the information provided herein including supporting documentation to ensure that Contractor is in compliance with all Construction/Demolition debris diversion requirements.

City Representative

Signature: \_\_\_\_\_ Name (print) \_\_\_\_\_ Date \_\_\_\_\_

### **Instructions for Completing Section 2 on Page 2 - Debris Recovery Worksheet: (refer to Section 701 of Environment Code Chapter 7 for all definitions)**

- Contractor is responsible for preparing and submitting all C&D management plans & reports.
- Contractor shall compile data from all subcontractors into one plan/report.
- Column (a): Enter the appropriate Diversion Activity Code associated with the kind of material being handled and how the material is being processed.
- Column (b): Enter Total Tons of material for each type of material being diverted.
- Column (c): Enter Tons Recycled for each type of material being diverted.
- Column (d): Enter Tons Reused for each type of material being diverted.
- Column (e): Enter name of facility where material will be taken. If project is located in San Francisco, Mixed Debris must be taken to a Registered Facility authorized to process the material.
- Column (f): Enter name of Transporter hauling the material. If project is located in San Francisco, only Registered Transporters are authorized to haul Mixed Debris.
- Line (g) below worksheet: Calculate Diversion Rate per formulas provided & instructions.
- Submit completed form to City Representative for review and approval.

Project/Job Number: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Progress Pmt. Number: \_\_\_\_\_

**Section 2: Debris Recovery Worksheet**

**IMPORTANT: HAZARDOUS MATERIAL OR U-WASTE IS SUMMARIZED SEPARATELY FROM THIS REPORT. ATTACH A SEPARATE LIST OF THESE MATERIALS, DISPOSAL PLANS & PROFESSIONAL WASTE DETERMINATION. DO NOT INCLUDE ANY HAZARDOUS MATERIALS AND UNIVERSAL WASTE ON THIS WORKSHEET,**

**Diversion Activity Codes:**

- |   |   |
|---|---|
| <b>1 -</b> Recycling source-separated materials at a recycling facility.<br><b>2 -</b> On-site concrete or asphalt crushing for use on site.<br><b>3 -</b> Recycling of mixed C&D debris. | <b>4 -</b> Reuse of salvageable items.<br><b>5 -</b> Reuse of soil or dirt on site.<br><b>6 -</b> Reuse of dirt or mixed inerts for landfill construction.<br><b>7 -</b> Other diversion - please describe: |
|---|---|

**WORKSHEET**

Type of Material	Diversion Activity Code	Total Tons	Tons Recycled	Tons Reused	Facility Used*	Transporter*	Balance from Original Plan
	(a)	(b)	(c)	(d)	(e)	(f)	
<b>MIXED C&amp;D DEBRIS*</b>	<b>3</b>	<b>(A)</b>					
<b>SOURCE SEPARATED MATERIALS</b>							
Asphalt							
Acoustical Ceiling Tiles							
Bricks, Granite, Finished Stone							
Carpet & Padding							
Concrete							
Corrugated Cardboard							
Dimensional Lumber & Beams							
Fixtures, Hardware, Doors, Windows							
Metal							
Mixed Inerts							
Rigid Plastic							
Soil/dirt/rock							
Trees, Landscape Debris, Wood Scraps							
Wallboard, Gypsum Sheet Rock							
Other:							
<b>Sub-Totals (source separated)</b>		<b>(B)</b>	<b>(C)</b>	<b>(D)</b>			
<b>Total (E = A + B)</b>		<b>(E)</b>					

**\* Diversion Rate Calculation Formulas:**  
 Projects in SF:  $[C+D+(A \times 0.65^*)] \div E \times 100$   
 Outside SF:  $[C+D+(A \times \text{____}^*)] \div E \times 100$

$$(g) \left[ \frac{(C) + (D) + ((A) \times (\text{Rate})^*)}{(E)} \right] = \text{____} \div \text{____} = \text{____} \times 100 = \text{DIVERSION RATE } \boxed{\text{____} \%}$$

\* For projects located in San Francisco: Mixed C&D Debris must be taken to a Registered Facility authorized to process the material, and it must be hauled by a Registered Transporter (lists available at [sfenvironment.org/c&d](http://sfenvironment.org/c&d)); **diversion rate for Registered Facilities is 65%.** For projects outside SF: the diversion rate for Mixed C&D Debris is 65% if taken to one of our Registered Facilities; if taken to a non-registered facility check with local jurisdiction for that facility's recycling rate. ATTACH OFFICIAL DOCUMENTATION FROM LOCAL JURISDICTION. If a facility does not have a local approved recycling rate, the diversion rate is calculated as zero.



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**FORM D**  
**REQUEST TO CHANGE**  
**FACILITIES OR TRANSPORTERS**  
**APPROVED ON CONSTRUCTION & DEMOLITION DEBRIS MANAGEMENT PLAN**

City and County of San Francisco

Environment Code 7; Ordinance No. 204-11; SFE Regulation No. SFE13-03-GB

If an unforeseen circumstance requires a change to the Facilities or Transporters named and approved on the original Construction & Demolition Debris Management Plan (CDDMP), the Contractor may use this form to submit a written request to the City Representative **for approval prior to** the change being made.

<b>Section 1: Project Information</b>		City Department	
1. Project Name:		2. Project/Job Number:	3. Reporting Period:
4. Project Street Address:		5. City & County (if not in SF):	
6. Contractor's Company Name:			
7. Contractor's Address:		8. City, State, Zip Code:	
9. Contractor's Contact:		10. Contact's Title:	
11. Office Phone:	12. Cell Phone:	13. e-mail:	

**Section 2: FACILITY CHANGE REQUEST**From original, approved plan:

Name of facility \_\_\_\_\_ Type of material \_\_\_\_\_ Approximate tons \_\_\_\_\_

New Facility Requested:

Name of facility \_\_\_\_\_ Location \_\_\_\_\_ Approximate tons \_\_\_\_\_

Please explain why this change may be necessary. Use an additional sheet if necessary. If material has been determined to be hazardous, please attach written determination or other verification from an independent professional.

**Section 3: TRANSPORTER CHANGE REQUEST**From original, approved plan:

Name of Transporter \_\_\_\_\_ Material hauled \_\_\_\_\_ Approximate tons \_\_\_\_\_

New Transporter Requested:

Name of Company \_\_\_\_\_ Material hauled \_\_\_\_\_ Approximate tons \_\_\_\_\_

Please explain why this change may be necessary. Use an additional sheet if necessary.

(PLEASE COMPLETE THE BACK PAGE OF THIS REQUEST)

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING AND INFORMATION IN ALL ATTACHMENTS ARE TRUE AND CORRECT. IF THIS REQUEST IS APPROVED I AGREE TO USE THE NEW FACILITIES AND/OR TRANSPORTERS NAMED.

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Submittal Instructions:**

Submit to the City Representative for review and approval. A copy should be sent to the Department of Environment at 1455 Market Street, Suite 1200, San Francisco, CA 94103, or email to [mary.williams@sfgov.org](mailto:mary.williams@sfgov.org).

For questions regarding completion of this request, please call the Department of the Environment at (415) 355-3700.

**FOR OFFICIAL CITY USE ONLY**

DATE REQUEST RECEIVED \_\_\_\_\_

APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

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**FORM E**  
**CONSTRUCTION & DEMOLITION DEBRIS MATERIAL**  
**CONVERSION RATES (CUBIC YARDS TO TONS)**

City and County of San Francisco

Environment Code 7; Ordinance No. 204-11 ; SFE Regulation No. SFE13-03-GB

**IMPORTANT:** The weights shown are in POUNDS, and they need to be **converted to TONS** for use on the waste management report.  
**2000 pounds = 1 ton**

<u>Material</u>	<u>Size/Amount</u>	<u>Weight/POUNDS</u>
Asphalt/paving, crushed	1 cubic yard	1,380
Brick	1 cubic yard	3,024
Concrete	1 cubic yard	1,855
Dirt	1 cubic yard	2,052
Gravel	1 cubic yard	2,565
Greenwaste - large limbs, stumps	1 cubic yard	1,080
Greenwaste - prunings	1 cubic yard	46.69
Metal, aluminum scrap	1 cubic yard	175
Metal, brass	1 cubic yard	906.43
Metal, copper	1 cubic yard	1,093.52
Metal, ferrous, scrap	1 cubic yard	906
Metal, steel	1 cubic yard	1,620
Mixed C&D Debris	1 cubic yard	400
Mixed inerts	1 cubic yard	2,000
OCC (Cardboard), flattened, uncompacted	1 cubic yard	100
Pallets	1 each 48"x48"	40
Rock	1 cubic yard	2,570
Sand	1 cubic yard	2,441
Wallboard -sheetrock scrap	1 cubic yard	393.5
Wood, scrap	1 cubic yard	329.5

For additional information, visit <http://www.calrecycle.ca.gov/LGCentral/Library/DSG/AppendixI.htm>  
 & CLICK ON CONVERSION FACTOR TABLES AT BOTTOM OF PAGE.



SECTION 01 77 00  
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes procedures and requirements for Contract Closeout.
- B. Related Sections:
  - 1. Section 00 73 02 – Contract Time and Liquidated Damages
  - 2. Section 01 45 00 – Quality Control
  - 3. Section 01 50 00 – Temporary Facilities and Controls
  - 4. Section 01 78 23 – Operation and Maintenance Data
  - 5. Section 01 78 36 – Warranties
  - 6. Section 01 78 39 – Project Record Documents

1.2 PROCEDURES

- A. Close-out Meeting:
  - 1. The Contractor shall submit all outstanding change orders, claims, and time extension requests by the final date as required by the City Representative before the Work is 95% complete.
  - 2. Prior to Substantial Completion, the City Representative will schedule a closeout meeting with the Contractor, Architects or City Representatives and consultants to determine the status of completion.
  - 3. The Contractor shall attend the Close-out meeting scheduled by the City Representative to discuss the close-out procedure and responsibilities of the Contractor and the City.
  - 4. The City Representative will prepare a list of actions which are still open or pending that need to be resolved during the close-out period. Such actions may include, but are not necessarily limited to, equipment testing, operator training, record documents, final inspection, administrative activities, and documentation of final quantities and force account work.

1.3 SUBSTANTIAL COMPLETION

- A. Prerequisites to Substantial Completion:
  - 1. Submit to the City Representative with the application for payment just before Substantial Completion, a statement of all Change Orders, Modifications, claims, and time extension requests.
  - 2. Verify that the following administrative closeout submittals have been received by the City, if applicable:
    - a. Project Record Documents and approved shop drawings, product data, and samples as specified in Section 01 78 39.
    - b. Warranties as specified in Section 01 78 36.
    - c. Keys and keying schedule.
    - d. Spare parts and materials extra stock.
    - e. Certificates of Final Inspection and Occupancy as evidence of compliance with the requirements of governmental agencies having jurisdiction.
    - f. Comply with requirements listed in Section 00 73 00, amendments to definitions of Substantial Completion and/or Final Completion, as applicable.

3. Advise the City Representative of pending insurance change-over requirements.
  4. Submit to the City Representative written certification that the Contract Documents have been reviewed, Work has been inspected, the Work is complete, including start-up, testing, adjusting, and balancing of equipment and systems, and conforms to the requirements of the Contract Documents.
  5. At no additional cost to the City, restore and replace, as specified and as determined by the City, material and finishes damaged due to the performance of the Work.
  6. Restoration or replacement shall be equal quality and match the appearance of the existing Work.
- B. Substantial Completion Inspection:
1. Notify the City Representative in writing that the Work is substantially complete and ready for inspection.
  2. Upon receipt of Contractor's written notice, the City Representative will make an inspection to determine the status of completion.
  3. Should the City Representative determine that the Work is not substantially complete; the City Representative will so notify Contractor with a deficiency list of all items that shall be completed before the City considers the Work substantially complete.
    - a. Remedy all deficiencies as identified and notify the City Representative, in writing, when the Work is ready for re-inspection.
    - b. Failure to complete this requirement within the time allowed for substantial completion will result in liquidated damages being assessed.
  4. The Contractor shall verify that the Work is complete, including but not necessarily limited to, the items required for Substantial Completion.
  5. If the City Representative concurs that the Work is substantially complete, the City Representative will prepare a Notice of Substantial Completion, and arrange for a punch list inspection by the City's design and maintenance staff, and/or consultants.
    - a. If the Work is not substantially complete, the City Representative will follow the same procedure as for the first inspection, and Contractor shall reimburse the City for all additional re-inspection costs, including but not limited to costs incurred by City staff or for additional consultant visits.
- C. Partial Use or Occupancy of Work: When partial utilization of the Work is required and substantial completion is a condition of such partial utilization, the applicable requirements specified in this Section shall apply to the part of Work to be utilized.

#### 1.4 FINAL ACCEPTANCE

- A. Prerequisites for Final Acceptance:
1. At no additional cost to the City, perform all remedial work noted on the punch list before requesting a final inspection and acceptance.
  2. Coordinate the performance of remedial work with the City Representative to cause minimal inconvenience and interruption of the City's operations.
  3. Perform final cleaning as specified in this Section. Remove protective coverings and similar items.
  4. Remove all temporary controls, utilities, facilities, signage, field offices and sheds.
  5. Submit consent of surety to final payment.
  6. Submit a certified copy of the City Representative's punch list of remedial items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance by the City.
  7. Failure to complete all remedial work and prerequisites for final inspection within the time allowed after the date of Final Completion as specified in the Supplementary Conditions will result in liquidated damages being assessed.

- B. Final Inspection:
    - 1. Notify the City in writing that all punch list items of remedial work have been completed and the Work is ready for final inspection.
    - 2. The City Representative will make an inspection to verify the status of completion.
    - 3. Should the City Representative determine that the Work is not complete or is defective, the City Representative will so notify Contractor, in writing, listing remaining incomplete or defective work.
      - a. Promptly complete the remaining deficiencies and notify the City Representative, in writing, when ready for re-inspection.
      - b. If the City Representative finds the Work is still not complete, Contractor shall be responsible for all subsequent re-inspection and meeting costs incurred by the City to resolve the remaining issues. Such costs will be deducted from progress payments owed to Contractor.
    - 4. When the City Representative determines that the Work is acceptable under the Contract Documents and Contractor has made all required closeout submittals, the City Representative will initiate the final payment recommendation and prepare the Certificate of Completion.
  - C. Prior to the final acceptance, the City Representative shall be furnished with the following administrative close-out submittals:
    - 1. Project Record Documents as specified in Section 01 78 39;
    - 2. Warranties as specified in Section 01 78 36;
    - 3. Keys and keying schedule;
    - 4. Spare parts and materials extra stock;
    - 5. Operations and Maintenance Manuals;
    - 6. Relevant Test Reports;
    - 7. Sewer video records;
    - 8. Notice to Utilities for completed paving;
    - 9. Third Party Final Inspection and Sign-Offs (if applicable);
    - 10. Certificates of Final Inspection and Occupancy as evidence of compliance with the requirements of governmental agencies having jurisdiction;
    - 11. C&D Management Report as specified in Section 01 74 50;
    - 12. Evidence of Payment and Release of Liens; and
    - 13. Comply with all mobilization requirements as specified in Section 01 21 50.
  - D. Submittals for final adjustment of accounts shall include, but not necessarily be limited to:
    - 1. Request for Final Payment; and
    - 2. Final statement of accounting, payroll records, and final change orders showing adjustments to the Contract Price for all force account work and extra payments.
  - E. All prior estimates and payments shall be subject to correction in the final estimate and payment.
- 1.5 FINAL CLEANING
- A. Final acceptance of the by the City will be withheld until the Contractor has satisfactorily complied with the requirements herein for final cleanup of the project site.
  - B. Should the City elect to partially occupy or use portions of the Work prior to Completion, perform final cleaning for those portions of the Work prior to their being so occupied or used.
  - C. Comply with applicable regulatory requirements during cleaning and disposal operations. Use cleaning materials which will not create hazards to health or property or cause damage to products or Work.

- D. Use only cleaning materials and methods which are compatible with the surface being cleaned, as recommended by the manufacturer of the products to be cleaned.
- E. Completely clean the work site including the adjacent sidewalks and street from property line to property line.
- F. Schedule final cleaning operations to prevent resulting dust and other contaminants from adhering to wet or newly finished surfaces and to enable the City Representative to accept a completely clean work.
- G. See additional cleaning requirements specified in Section 01 50 00 - Temporary Facilities and Controls.

#### 1.6 PROJECT RECORD DOCUMENTS

- A. Submit the final approved Project Record Drawings to the City Representative prior to final acceptance. Refer to Section 01 78 39 - Project Record Documents.

#### 1.7 OPERATOR INSTRUCTION

- A. Refer to individual Specification Sections for specific requirements for equipment and systems demonstration and safety, operations, and maintenance training.
- B. Where specified in the individual Specification Sections, furnish qualified personnel and coordinate scheduling for on-site instruction of the City's operating and maintenance personnel.

#### 1.8 FINAL PAYMENT

- A. Prior to the final payment, the Contractor shall:
  - 1. Submit CMD Forms 7, 8, and 9
  - 2. Reconcile any outstanding payroll issues with the Office of Labor Standards Enforcement (OLSE).
  - 3. Reconcile any outstanding local hire issues with Office of Economic and Workforce Development (OEWD).

#### 1.9 RELEASE OF LIENS OR CLAIMS

- A. Before the City issues final payment to Contractor, Contractor shall sign and deliver to the City a release of liens or claims sworn to under oath and duly notarized. The release shall state that Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limited to, the foregoing, all payrolls, amounts due to the subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.
- B. If any liens or claims remain unsatisfied after all payments to Contractor have been made, Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.
- C. Refer to Section 01 77 13 - Appendix A: Waiver and Release of Claims on Final Payment form.

#### PART 2 - PRODUCTS (Not Used)



PART 3 - EXECUTION (Not Used)

END OF SECTION



**WAIVER AND RELEASE OF CLAIMS ON FINAL PAYMENT FORM**

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

Re: Contract No.: \_\_\_\_\_

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

**Waiver and Release of Claims**

Consistent with California Public Contract Code Section 7100, the undersigned Contractor,

\_\_\_\_\_  
(CONTRACTOR NAME)of \_\_\_\_\_,  
(CONTRACTOR ADDRESS)

having completed work on the subject Contract and Project Title, hereby releases and forever discharges the City and County of San Francisco, its officers, agents, employees, authorized representatives, assignees, and transferees from any and all liabilities, claims, obligations, demands, actions or causes of action, and claims arising under this contract of whatever kind or nature, known or unknown, which have arisen or are in any way concerned with the work under the Contract and Project Title, about which the Contractor knows or should have known except for the Disputed Claims as listed below.

The following claims are disputed (the "Disputed Claims") and are specifically excluded from the operation of this Waiver and Release:

Contract Claim No.	Date Submitted	Description of Claim	Amount of Claim

Guarantees and warranties for Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

\_\_\_\_\_  
Signature of Authorized Representative\_\_\_\_\_  
Print Name of Authorized Representative\_\_\_\_\_  
Position\_\_\_\_\_  
Date



## SECTION 01 78 23

## OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

## 1.1 SECTION INCLUDES

- A. Requirements and formats for Operation and Maintenance Data Manual (O&M).

## 1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures
- B. Section 01 77 00 – Closeout Procedures
- C. Section 01 78 36 – Warranties

## 1.3 OPERATION AND MAINTENANCE DATA REQUIREMENTS

- A. The Contractor shall submit in the format specified herein, a complete package for Operation and Maintenance Data (O&M Manual), to include instruction manuals for installation, operation, maintenance, and lubrication requirements for each component of mechanical, electrical, irrigation equipment, or other equipment and systems.
- B. The Contractor shall inform all equipment manufacturers and subcontractors of these requirements and ensure that all associated costs are included in the costs for furnishing the equipment or system.
- C. The Contractor shall submit plan view drawings to scale to show the as-built layout of work for irrigation work, mechanical, work, electrical work and/or as required by specifications.

## 1.4 SUBMITTAL AND SCHEDULING REQUIREMENTS

- A. Schedule Requirements: The Contractor shall include in the submittal schedule each submittal listed herein in accordance with Section 01 33 00, paragraph 1.4.
- B. Preliminary Submittal: The Contractor shall submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. City Representative will review draft and return one copy with comments, in accordance with Section 01 33 00.
- C. Substantial Completion Submittal: The Contractor shall submit two copies of final O&M manual of the hard copy and the electronic copy as described herein. City Representative will review draft and return one copy with comments, in accordance with Section 01 33 00.
- D. Final Completion Submittal: As a requirement of the project closeout and prior to request for final payment, the Contractor shall submit approved 6 copies of the O & M manual 15 days prior to Final Completion, as described herein.

## 1.5 ELECTRONIC FORMAT

- A. O & M Manual Text and Manufacturers Data
  - 1. Prepare data in the form of an instructional manual.
  - 2. Scan material as required into a PDF file format, to a minimum of 400 DPI and save to CD or DVD.
  - 3. Organize data on a disk, in a manner similar to the hard copy of a binder, using a table of contents and folders for each component of mechanical, electrical, irrigation equipment, or other equipment and systems. Organize information related to each component within that folder.
  - 4. The CD shall be placed in a jewel case with a label indicating Project Name, Contract Number, "Operations and Data Manual 1 OF X", and Date.
  - 5. The Contractor shall submit (6) copies of the CD/DVD and originals as part of Closeout procedures as specified in Section 01 77 00.
- B. O & M Manual drawings and/or diagrams
  - 1. Each drawing shall be color scanned, 400 DPI, and saved to a CD.
  - 2. Each pdf file shall be numbered with prefix "SHT-01-" followed by the drawing number.
  - 3. The CD shall be placed in a jewel case with a label indicating Project Name, Contract Number, "Operations and Data Manual 2 OF X", and Date.
  - 4. The Contractor shall submit (6) copies of the CD and original drawings as part of Closeout procedures as specified in Section 01 77 00.

#### 1.6 HARD COPY FORMAT

- A. O & M Manual Text and Manufacturers Data
  - 1. Prepare data in the form of an instructional manual.
  - 2. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; one-inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
  - 3. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.
  - 4. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
  - 5. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
  - 6. Text: Manufacturer's printed data, or typewritten data on white bond paper.
  - 7. The Contractor shall submit (6) copies of the binders and originals as part of Closeout procedures as specified in Section 01 77 00.
- B. O & M Manual Text As built drawings and/or diagrams
  - 1. Submit copies of each drawing.
  - 2. Drawings shall be printed on bond paper, in full color to scale and shall be folded and included with sleeved folder in binder.
  - 3. The Contractor shall submit (6) copies of the binders and originals as part of Closeout procedures as specified in Section 01 77 00.

## 1.7 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Engineer, sub consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet clearly to identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Type Text: As required to supplement product data.
- F. Warranties: Bind in a hard copy of each and scan a pdf for the electronic format, refer to Section 01 78 36.
- G. Each instruction manual shall include, but not be limited to, the following:
  - 1. Detailed description of the function of each principal component of the system
  - 2. Performance and nameplate data
  - 3. Installation instructions
  - 4. Procedure for start-up and break-in
  - 5. Proper adjustment
  - 6. Test procedures
  - 7. Procedure for operating
  - 8. Shutdown instructions
  - 9. Emergency operating instructions and troubleshooting guide
  - 10. Safety precautions
  - 11. Complete nomenclature and commercial number of replaceable parts.
  - 12. Panel board Circuit Directories: Provide electrical service characteristics, controls, and communications.
  - 13. Include color coded wiring diagrams as installed.
  - 14. Maintenance Requirements: Include routine procedures and guide for disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
  - 15. Provide servicing and lubrication schedule, and list of lubricants required.
  - 16. Include written sequence of operation by controls manufacturer.
  - 17. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
  - 18. Provide control diagrams by controls manufacturer as installed.
  - 19. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
  - 20. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
  - 21. Include test and balancing reports as specified in Technical Sections.
  - 22. Additional Requirements: As specified in individual product specification Sections.
  - 23. Provide a listing in Table of Contents for design data, with tabbed fly sheet and

space for insertion of data.

## 1.8 INSTRUCTION OF CITY PERSONNEL

- A. Before final inspection, provide detailed instructions to the City's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. Sales representatives shall not conduct the training sessions. Submit a brief description of the qualifications of the manufacturer's representative designated to conduct this training. The manufacturer's representative shall be a factory trained or manufacturer's certified individual with substantial experience in the repair and servicing of the equipment to be covered during the training session.
- C. The City shall receive a six hundred (\$600.00) dollar per day credit from the Contractor for any training that is not conducted in accordance with the requirements of Paragraph A above or as required in the individual technical specification sections. The Contractor and the City Representative will jointly verify that the required training is conducted.
- D. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- F. The training shall cover a thorough discussion of the O&M manual. The training shall include but not be limited to, operation and maintenance of the specific equipment and systems installed, telltale signs of equipment malfunctioning and their solutions, other pertinent topics that relate to optimum system operation and energy conservation.
- G. Prepare and insert additional data in Operation and Maintenance manual when need for such data becomes apparent during instruction.
- H. System Familiarization Training shall follow the outline below:
  - 1. Show location of catalogs, parts lists, drawings and other pertinent material in the part files and O&M manuals.
  - 2. Check out the installation of the specific equipment items.
  - 3. Demonstrate the unit and show that all parts of the Specifications are met.
  - 4. Answer questions.
- I. Safety Training shall cover the following:
  - 1. Point out safety references.
  - 2. Discuss proper precautions around equipment.
- J. Operational Training shall cover the following:
  - 1. Point out reference literature.
  - 2. Explain all modes of operation, including emergency.
  - 3. Check out operators in proper use of the equipment.
- K. Preventive Maintenance (PM) Training shall cover the following items:
  - 1. Pass out PM list including:
    - a. Reference material.
    - b. Daily, weekly, monthly, quarterly, semi-annual, and annual maintenance and inspection procedures.
  - 2. Show how to perform PM jobs.



3. Show operators what to look for as indicators of equipment problems.
- L. Corrective Maintenance Training shall cover the following items:
  1. List possible problems.
  2. Discuss repairs--point out special problems.
  3. Open up equipment and demonstrate procedures, where practical.
- M. Availability of Parts, Outside Service and Manufacturer's Representative
  1. Show how to use parts list and order parts.
  2. Where to order parts: Name, address, telephone.
  3. Check over spare parts on hand. Make recommendations for additional spare parts needed. Sign off their acceptance of the spare parts in the presence of the City's representative.
  4. How to get emergency service help.

#### 1.9 TRAINING SCHEDULES AND PROCEDURE

- A. The Contractor shall designate and provide one or more persons to be responsible for coordinating and expediting Contractor's training duties. The person or persons shall be present at all training coordination meetings with the City.
- B. The Contractor shall submit to the City a Training Schedule, to be used by the City for scheduling the training of City operating personnel by equipment manufacturers. This schedule shall list the estimated completion dates for the installation of all equipment and systems requiring the services of manufacturers' representatives, as stated in the Technical Specifications.
- C. The Contractor shall coordinate the pre-startup training periods with City operating personnel and manufacturers' representatives. All pre-startup training shall be completed 14 days prior to actual Startup. Training services shall be at such times as requested by the City.
- D. The City reserves the right to make video recordings of any of the manufacturer's training sessions for use in ongoing training programs.
- E. Where post-startup training is called for in the Technical Specifications, the Contractor shall supply and coordinate the specified manufacturers' services and Contractor personnel for post-startup training of the City's operating personnel.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



## SECTION 01 78 36

## WARRANTIES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Requirements.
  - 2. Submittal Requirements.
  - 3. Quality Assurance.
  - 4. Warranty conditions.
  - 5. Form of Guarantee/Warranty.
- B. Related Sections:
  - 1. Section 00 72 00 – General Conditions:
    - (a) Paragraph 8.03, Correction of Non-Conforming Work;
    - (b) Paragraph 8.04, Correction Period;
    - (c) Paragraph 8.05, Acceptance of Non-Conforming Work;
    - (d) Paragraph 9.07, Partial Utilization.
  - 2. Section 01 77 00 – Contract Closeout.
  - 3. Individual Specifications Sections: Warranties required for specific products or Work.

## 1.2 REQUIREMENTS

- A. Except as otherwise specified in the individual Specification sections, guarantee/warranty the Work against defects in materials and workmanship for 24 months from the date of the Substantial Completion Certificate issued by the City.
  - 1. Upon receipt of written notification by the City Representative, guarantee/warranty the Work, or portions thereof, which are used or occupied by the City before final acceptance from the date of beneficial use or occupancy.
- B. Comply with the guarantee/warranty requirements as specified in the individual Specification sections.
- C. Submit executed guarantees/warranties to the City for review. Deliver them to the City upon Substantial Completion.
- D. These warranties shall be in addition to and not a limitation of other rights the City may have under the Contract and which may be prescribed by law, regardless of the wording of manufacturer's standard warranty.

## 1.3 SUBMITTAL REQUIREMENTS

- A. Refer to Section 01 78 23 for submittal requirements regarding quantity and format.
- B. Warranties will be included with Operations and Maintenance manuals, in the hard copy and electronic copy.

## 1.4 QUALITY ASSURANCE

- A. Obtain guarantees/warranties, in duplicate, executed by Contractor and subcontractor or installer responsible for that portion of the Work and countersigned by the manufacturer.

- B. Verify that documents are in proper form, contain complete information, and are notarized if warranties are extended beyond the Manufacturers normal warranty period of TWO years.
- C. Co-execute submittals when required. Acceptance of manufacturer's guarantees/warranties by the City shall not be construed to limit the City's recourse to Contractor for correction of defects under the law and in accordance with the General Conditions.

#### 1.5 WARRANTY CONDITIONS

- A. Contractor shall warrant that work performed under this Contract conforms to the Contract Documents and is free of any defect of equipment, material, installation, design furnished, or workmanship furnished by Contractor, or any of its subcontractors or suppliers. **SUCH WARRANTY SHALL CONTINUE IN EFFECT FOR 24 MONTHS FROM THE DATE OF APPROVAL OF THE CONTRACTOR'S APPLICATION FOR SUBSTANTIAL COMPLETION BY THE CITY except where detailed specifications for certain materials, equipment or systems require longer warranty periods.**
- B. Warranties are not intended to cover failures which result from the following:
  - 1. Unusual or abnormal phenomena of the elements.
  - 2. The City's misuse, maltreatment, or improper maintenance of the Work.
  - 3. Insurrection or acts of aggression including war.
- C. Promptly after receipt of written notice from the City, remove, replace, or correct Work, or portion thereof, which is damaged or found to be defective and not in accordance with the Contract.
  - 1. The City may proceed with the correction work at Contractor's expense if Contractor does not proceed with the corrective work within a reasonable time fixed by written notice from the City, the City may proceed with the work at the expense of the Contractor.
  - 2. The City reserves the right to remove and store or dispose of defective equipment or material at Contractor's expense.
  - 3. If Contractor does not pay the costs of such removal and storage within ten days thereafter, the City may, upon ten additional days written notice, sell such defective items and shall account for the net proceeds after deducting all the costs that should have been borne by the City, including compensation for City Representative's additional services.

If the proceeds from the sale are insufficient to cover all amounts chargeable to Contractor, Contractor shall pay the difference to the City.

## 1.6 FORM OF GUARANTEE/WARRANTY

- A. For equipment or components of equipment put into service for the City's benefit during the progress of the Work:

(Letterhead of Company)

We (name of Contractor), agree to maintain and repair as recommended by equipment and system manufacturers, any such equipment and systems which have been beneficially used by San Francisco City personnel prior to the approval of Contractor's Application For Substantial Completion.

Owner: <Department>, City and County of San Francisco.

Location of Equipment: <Address>, San Francisco, California.

This guarantee is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ until the date of City Approval of Contractor's Application for Final Payment.

Signed: \_\_\_\_\_(Name of Contractor)

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

Contractor's Telephone No. \_\_\_\_\_

- B. For guarantee/warranty of the entire Work against defects in materials and workmanship for the period of warranty after the Notice of Substantial Completion:

<p style="text-align: center;">GUARANTEE/WARRANTY FORM for <u>&lt;PROJECT NAME&gt;</u> <u>&lt;CONTRACT NO.&gt;</u></p> <p>GUARANTEE/WARRANTY for _____ We hereby guarantee/warrant that the _____ which we have provided in the _____ has been completed in accordance with the requirements of Specification Section _____ and the other Contract Documents.</p> <p>We agree to repair or replace any or all of our Work, together with any other adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of 24 months from the date of Substantial Completion of the above named Project; and we also agree to repair any and all damages resulting from such defects, all without any expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.</p> <p>In the event of our failure to comply with the above mentioned conditions within ten (10) days after being notified in writing by the City, we collectively or separately do hereby authorize the City to proceed to have such defective Work repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefor upon demand.</p> <p>Signed _____ Date _____</p> <p>(Include Contractor's name, address, and license number)</p> <p>Countersigned _____ Date _____</p> <p>(City Representative)</p> <p>Substantial Completion was granted by the City on _____.</p>
---

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01 78 39

## PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes requirements for maintenance and submittal of Project Record Drawings and As-Builts.
- B. Related Sections:
  - 1. Section 01 20 00 – Price and Payment Procedures
  - 2. Section 01 33 00 – Submittal Procedures
  - 3. Section 01 77 00 – Closeout Procedures

## 1.2 REQUIREMENTS

- A. Keep an accurately marked, up-to-date set Record Drawings for the work actually installed. Accurately indicate on Record Drawings all site conditions, locations of utilities, work scope changes, changes in dimensions, locations, and elevations of the work, and changes in details as specified herein and as approved by the City Representative. Contractor shall keep the Record Drawings current as the work is performed.
  - 1. Record Drawings shall be subject to inspection and approval by the City Representative at any time within the duration of the Contract.
  - 2. Such review by the City Representative shall not relieve Contractor of its responsibility for keeping the Record Drawings current and complete.
- B. If the Record Drawings are not kept current, or are not furnished as specified in Price and Payment Procedures Section, then progress payments, and if necessary, final payment will be withheld. Furnishing of Record Drawings shall be done as incidental work.
- C. Prior to acceptance of the work, furnish to the City Representative the Final Record Drawings, or As-Builts, showing all changes in the Contract Drawings neatly in red ink and certified by the City Representative.

## 1.3 QUALITY ASSURANCE

- A. The City Representative will provide Contractor with a set of base drawings, or conformed prints, if any, with "Record Drawings" stamp for the City inspector's certification of corrections.
- B. Delegate responsibility for maintenance, coordination, and accuracy of the Record Drawings to one person on Contractor's staff.
- C. Record all changes and work progress on the stamped Record Drawings which will be inspected monthly by the City Representative.
- D. Accuracy of Record Drawings shall be such that future searches for items shown on the Contract Documents may rely on information obtained from the approved Record Drawings.
- E. The City Representative will check, initial, and date the Record Drawings upon submittal with Progress Payments to verify the accuracy and completeness of the recorded changes.

- F. The City Representative will sign the corrected Record Drawings to indicate that he or she has reviewed the corrections for completeness.

## PART 2 - PRODUCTS

### 2.1 RECORD DOCUMENTS

- A. Promptly following receipt of the Notice to Proceed, secure from the City Representative the number of copies of Contract Documents as specified in Section 00 73 00, including a full-size set of the Base Contract Drawings to be used as Project Record Drawings or As-Built Drawings.

## PART 3 - EXECUTION

### 3.1 MAINTENANCE OF RECORD DRAWINGS

- A. Store Record Drawings apart from documents used for performing the work; keep in a dry, legible condition, and in good order. Label each document "RECORD DRAWINGS - JOB SET" in large, neatly printed letters. Do not use Record Drawings for construction at the job site.
- B. Record neatly on the Record Drawings all changes made by clarifications, Change Orders, Requests for Information, and other Modifications to the Contract Documents; and changes to reflect the actual existing conditions and utility locations references to permanent accessible features of work
  1. Clearly describe changes on Record Drawings by note as required.
  2. Date all entries, calling attention to the entry by a "cloud" drawn around the area or areas affected.
  3. Record in each Specification Section the manufacturer, trade name, catalog number, and supplier of each product and equipment item incorporated into the Work.
- C. Furnish a copy of the final shop drawings which have been updated to show actual conditions. Furnish additional drawings as necessary to record deviations from the sizes, locations, and other features of the work and to locate piping, conduit, ductwork, and similar elements of utility installations by dimensions referenced to permanent accessible features of the work.
- D. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of conduits, circuits, piping, ducts, and similar items which are shown schematically on the Contract Drawings but where the final physical arrangement is determined by Contractor, subject to the City Representative's approval.
  1. The City Representative will issue a written waiver of the requirements for conversion of schematic layouts where, in the City Representative's judgment, such conversion serves no useful purpose.
- E. Keep Record Drawings up to date during the entire progress of the work, and submit to the City with Progress Payments as specified in Application for Payments Section. Updates shall be accurate and current and be done at the time work is performed.



### 3.2 CHANGE ORDER DRAWINGS

- A. The City will issue to the Contractor one set of drawings, if any, associated with change orders issued. The Contractor shall be responsible for reproducing sufficient copies of the drawings for its subcontractors.
- B. The Contractor shall also update and include the revised or newly issued drawings as part of the Record Drawings. The work of reproducing and issuing change order drawings and updating of Record Drawings shall be done as incidental work.

### 3.3 AS-BUILT DRAWINGS

- A. Contractor shall prepare a separate set of As-Built drawings that will show the final completed work based on the Record Drawings. Prior to start of transfer of recorded data thereto, secure the City Representative's approval of the Record Drawings.
- B. Carefully transfer changed data shown on the job set of Record Drawings to the corresponding drawings, coordinating the changes as required.
- C. Make changes in red pencil neatly, legibly, correctly and consistently.
- D. Sign and date the completed As-Built Drawings and submit them to the City Representative for review prior to final payment as specified in Section 01 77 00 – Closeout Procedures.
- E. If the As-Built Drawings are not approved by the City Representative, Contractor shall make necessary revisions and submit a revised set of As-Built Drawings to the City Representative.
- F. Upon receiving approval of as-built drawings and prior to final payment, the Contractor shall have the final set scanned as follows:
  - 1. Each drawing shall be color scanned, 400 DPI, and saved to a CD;
  - 2. Each pdf file shall be numbered with prefix "SHT-01-" followed by the drawing number;
  - 3. The CD shall be placed in a jewel case with a label indicating project name, contract number, "As-Built Drawings", and date;
  - 4. The contractor shall submit (6) copies of the CD and originals as part of Closeout procedures as specified in Section 01 77 00.
- G. Furnishing of the final approved Project Record Drawings, including required revisions and resubmittal, shall be done as Incidental Work.
- H. If the As-Built Drawings are not furnished when specified, the final payment will be withheld.

END OF SECTION





Mark Farrell, Mayor  
Mohammed Nuru, Director

## Appendix A

### Public Works Order No: 187147

#### CITY AND COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC WORKS EMERGENCY DECLARED AND CONTRACT AWARDED

A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. **Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17** declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Therefore, **an Emergency is declared to exist** under the provisions of Section 6.60 of the San Francisco Administrative Code, and

McGuire and Hester  
2810 Harbor Bay Parkway  
Alameda, CA 94502

is hereby awarded a contract with a not-to-exceed value of **\$1,700,000.00** to construct a Navigation Center at the site known as 5th and Bryant. The not-to-exceed scope of work is for a construction contract and will be assigned on a task order basis. Task Orders will be reviewed by San Francisco Public Works.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting himself, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insured.

**Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage.

**Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation**, in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury or illness. Contractor is notified that in the event that Contractor employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject Contract.



**Professional Liability**, Contractor is notified that in the event that employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject contract.

This Order serves as the Notice to Proceed.

DISTRIBUTION:

McGuire and Hester

BDC: [Ronald.Alameida@sfdpw.org](mailto:Ronald.Alameida@sfdpw.org); [Julia.laue@sfdpw.org](mailto:Julia.laue@sfdpw.org); [Andrew.Sohn@sfdpw.org](mailto:Andrew.Sohn@sfdpw.org); [Jumoke.Akin-Talor@sfdpw.org](mailto:Jumoke.Akin-Talor@sfdpw.org); [Nicolas.King@sfdpw.org](mailto:Nicolas.King@sfdpw.org);

Deputy Director: [Edgar.Lopez@sfdpw.org](mailto:Edgar.Lopez@sfdpw.org)

Public Affairs: [Jennifer.Blot@sfdpw.org](mailto:Jennifer.Blot@sfdpw.org)

K2Systems: [K2Systems@sfdpw.org](mailto:K2Systems@sfdpw.org)

Contract Admin: [ContractAdmin.Staff@sfdpw.org](mailto:ContractAdmin.Staff@sfdpw.org);

2/9/2018

2/12/2018

**X** Edgar Lopez

Lopez, Edgar

Deputy Director and City Architect

Signed by: Lopez, Edgar

**X** Mohammed Nuru

Nuru, Mohammed

Director of Public Works

Signed by: Nuru, Mohammed



February 2, 2018

Sent Via Email - Julia.Laue@sfdpw.org

Attention: Julia Laue  
30 Van Ness Avenue, #4100  
San Francisco, CA 94102

Reference: 5<sup>th</sup> & Bryant Navigation Center

Subject: Budget Proposal – R1

McGuire and Hester (M&H) is pleased to provide the following budget proposal for the above referenced project. Budget is based on city supplied Site Information plan set dated 1/19/18. There is no soil or analytic documentation to date. The project plans are conceptual and will need to be developed for construction.

McGuire and Hester proposes to furnish and install the work outlined in the breakdown:

Item	Description	Unit	Total
1	Mobilize & Demobilize	LS	\$ 9,525.00
2	Demolition & Site Strip	LS	\$ 27,700.00
3	SWPPP & Site Temp Fence	LS	\$ 33,235.00
4	Sanitary / Storm Drain System	LS	\$ 127,792.00
5	Domestic Water System	LS	\$ 151,850.00
6	Fire System	LS	\$ 219,195.00
7	Grade Site	LS	\$ 32,735.00
8	A/B Placement at Road	LS	\$ 11,455.00
9	A/C Placement at Road	LS	\$ 19,030.00
10	Deck System	LS	\$ 397,230.00
11	Electrical System / Site Power	LS	\$ 295,800.00

**Subtotal LS \$ 1,325,547.00**

Alt - 2" Gravel Site	LS	\$ 24,100.00
Alt - Engineering / Deck System	LS	\$ 7,800.00
Allowance - Precon Coordination Services	LS	\$ 25,000.00
Allowance - Analytic Soil Testing	LS	\$ 11,250.00
Allowance - Fence System	LS	\$ 20,220.00
Allowance - Lighting	LS	\$ 44,930.00
Allowance - Health & Safety Site Assessment	LS	\$ 15,000.00

[www.McGuireandHester.com](http://www.McGuireandHester.com)

CORPORATE OFFICE 2810 HARBOR BAY PKWY ALAMEDA CA 94502 • OAKLAND OFFICE 9009 RAILROAD AVE

SACRAMENTO OFFICE 1016 N. MARKET BLVD # 20 SACRAMENTO CA 95834 • PH

Contractors License Numbers: CA: 95879, AZ: 251628, NV: 72199, OR: 184930

\$1,325,547.00  
+\$148,300.00 (Allowances)  
\$1,473,847.00  
+10% Contingency (\$147,385)  
**\$1,621,232 (NTP @ \$1,700,000)**

DIR:1000000133



## **Inclusions:**

### **Demolition and Rough Grading:**

1. Perform potholing to confirm location and depth of existing utilities shown on plans.
  - a. 6 – EA
2. Demolish existing above-grade improvements and structures as needed.
3. Demolish conflicting AC and PCC flatwork improvements as needed.
  - a. SS/ SD system sidewalk and street.
  - b. Dom water sidewalk and street.
  - c. Fire water sidewalk and street.
4. Strip site of vegetation and stockpile onsite for future use in landscape areas
  - a. 2" Strip as needed.
5. Excavate, fill and compact onsite soils
  - a. Re shape / rough grade site for positive drainage – 21,435 SF
  - b. All soil to remain onsite.
6. Establish SWPPP – 1 EA
  - a. File with State – 1 EA
7. Install initial erosion control measures.
  - a. Basic measures
  - b. CB protection – 4 EA.
  - c. Wattle placement – 650 LF
8. Temporary Fence – 625 LF
  - a. Rental period – 3 MO.

### **Finish Grade and Paving:**

1. Finish subgrade to within +/- 0.10' vertical tolerance for:
  - a) Crushed Rock 2" section at site – 21,435 SF
  - b) ¾" CI II A/B recycle at roadway section – 2,066 SF
2. Furnish and install Class II aggregate base:
  - a. 6" at light vehicular pavement – 2,066 SF
3. Furnish and install asphalt concrete pavement:
  - a. 3" at light vehicular sections – 2,066 SF
4. Furnish and spread necessary prime coat and edge tacking
5. Furnish and install specified fog seal coat
6. Remove and replace existing sidewalk and curb and gutter for the installation of a new PCC driveway entrance at new service road.

### **Underground Utilities:**

1. **Storm Drain / Sanitary Sewer:**
  - a. 352 lf of 4" - 8" CIP SD / SS
  - b. CO & Stubs – 13 EA
  - c. Connections to MOD buildings – 5 EA
  - d. Tie in at existing 21" VCP – 1 EA
  - e. Street restoration at trench line only – Included
  - f. Sidewalk restoration at trench line only – Included
  - g. Trench plate protection included.
  - h. Traffic control Included
2. **Fire Water Service:**

[www.McGuireandHester.com](http://www.McGuireandHester.com)

CORPORATE OFFICE 2810 HARBOR BAY PKWY ALAMEDA CA 94502 • OAKLAND OFFICE 9009 RAILROAD AVENUE OAKLAND CA 94603 • PH 510 632 7676

SACRAMENTO OFFICE 1016 N. MARKET BLVD # 20 SACRAMENTO CA 95834 • PH 916 372 8910

Contractors License Numbers: CA:95829, AZ:251628, NV:72399, OR:184830

CIR:100000033



- a. 40 LF of 6" C900 at Offsite to P/L.
- b. Traffic control included.
- c. 903 LF of onsite Fire System Piping / under deck system.
  - i. Sch 10 Roll Grooved.
- d. Electric fire pump Included.
- e. Connections to buildings – 5 EA.
- f. CAD drawings – included.
- g. Valves install – 1 EA.
- h. DCDA – 1 EA
- i. Tie in at existing 8" main by SFW
  - i. All support work by M&H
  - ii. Projected 1 day.
- j. Street restoration included.
- k. Sidewalk restoration included.
- l. Bacteria & pressure testing included.

**3. Domestic Water Service:**

- a. 40 LF of 3" C900 at offsite to P/L.
- b. Tie in at existing 8" main by SFW
  - i. All support work by M&H
  - ii. Projected 1 day.
- c. Onsite / above grade 1" – 3" Type L copper pipe system – 340 LF
  - i. Onsite system will be hung from deck.
- d. Connections to MOD buildings – 5 EA.
- e. Meter install support – 1 EA
  - i. Meter install by SFW
- f. BFP install – 1 EA
- g. Valves – 5 EA
- h. Water hammer arrestors – 5 EA
- i. Traffic control included.
- j. Test system included.
- k. Bacteria testing included

**Deck System:**

- 1. Bison support install included.
  - a. Based on 490 EA Vert Locations
- 2. Lateral bracing 2" x 4" – 31 EA
- 3. Structural posts 6" x 6" – 14 EA
- 4. Edge posts 4" x 4" – 75 EA
- 5. Sidewalls, (deck skirt section) and railing system – 1,557 SF
- 6. Stairs – 54 SF
- 7. Ramps – 2 EA
- 8. Girders, joists & perimeter – 4,532 LF
- 9. Deck 2"x4" PT – 6,995 SF
- 10. Trellis systems – 266 SF (Plan View)
- 11. AC unit protection systems – 495 SF
- 12. Seal wood material included
- 13. Hand rails at ramp - 120 LF
- 14. Engineering price included as an alternate

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15. Fence system allowance based on 250 LF of 8' chain link fence with fabric.
16. Fence system allowance based on 4 EA. Sliding gates.

**Electrical System:**

1. Per Sht E3.0
2. F&I – precast transformer pad and bollards
3. F&I – main switchboard and pad
4. F&I – 1.5" GRSC conduit
5. F&I – 2.5" GRSC conduit
6. F&I – 6" PVC conduits
7. Trenching and excavation to PG&E power pole at sidewalk
8. Sidewalk restoration included – 250 SF.
9. Allowance Proposal is based on 4 EA light standards and associated conduits.

**Exclusions:**

1. Clearing, grubbing or removal of existing trees, shrubs, ground cover, sod, stumps, roots, etc.
2. Demolition of existing pavements, curbs, slabs, footings or structures not shown at improvements.
3. Disposal fees for asphalt concrete containing fabric or other materials unacceptable to recycle facilities.
4. Structural excavation or backfill.
5. Handling, removal or disposal of the spoils generated by others.
6. Pavement seals, striping, markings, markers, parking bumpers or signage.
7. Drain rock, sand or vapor mitigation measures.
8. Headers at asphalt pavement.
9. Soil sterilant.
10. Asphalt oil escalation. Current price of asphalt is \$450.00 per liquid ton.
11. Dewatering of subsurface ground water or control of rain / surface water.
12. Cathodic protection design and installation.
13. Water meters, bypass meters and associated fees.
14. Fire system calculations and drawings.
15. Backflow and check valve certification other than by the manufacturer.
16. Export of soils.
17. Coring or boring.
18. Relocation, protection and removal of existing utilities, sub-surface obstructions or debris. It is assumed that all proposed improvements are free of conflicts.
19. Handling, removal or disposal of hazardous or contaminated substances.
20. Subgrade or trench stabilization by means of ripping, sub-excavation, fabric, chemical treatment, etc.
21. Dust control when our forces are not actively working on site.
22. Haul road and/or lay-down area installation, maintenance, repair or removal.
23. Air, settlement, vibration, sound, or other monitoring and mitigation.
24. Pre or post construction surveys (e.g. GPS, video, photographic, consultant, etc.).
25. Biologist services, wildlife surveys, demarcations and/or relocations. Rodent eradication or pest control.
26. Archeologist cost and related delays.
27. Tree trimming, root pruning, protection or arborist services.
28. Overtime, shift premiums or liquidated damages.
29. Traffic and pedestrian control measures, plans and fees.
30. M&H participation in composite cleanup crews, damage repair funds, or other similar composite activities, as well as related contract deductions.
31. Design, engineering and Building Information Modeling (BIM) participation.
32. Bond premium. Bonds must be requested at execution of contract.

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Contractors License Numbers: CA: 958279, AZ: 251628, NV: 72399, OR: 184830

CIR: 100000033





33. Survey and construction staking.
34. Testing and inspection.
35. Permits and fees.
36. Compliance with project specific equipment emission standards.
37. Project specific project accounting software (Textura) costs.

**Clarifications:**

1. Price based on the award of the complete scope of work included herein.
2. All other work not specifically included shall be considered excluded from this budget proposal.
3. Electrical panels on buildings by MOD Space.
4. Buildings and anchorage systems by others.
5. SFWD will perform all hot taps and tie in work.
6. SFWD will supply and install water meters & boxes as needed.
7. All Soil to remain onsite. No off haul has been included per coordination meetings with M&H & SFDPW.
8. Analytic soil testing and classification performed by SFDPW.
9. The inclusions, exclusions, and clarifications noted in this proposal shall be made a part of the contract and shall supersede any conflicting provisions.

Thank you for the opportunity to provide our proposal. If you have any questions, please feel free to call.

Sincerely,

**McGuire & Hester**

Ed Aldine

EST.

Estimate / Budget No.: 170556

License No. CA95879

Public Works Contractor Registration No. 1000000033

[www.McGuireandHester.com](http://www.McGuireandHester.com)

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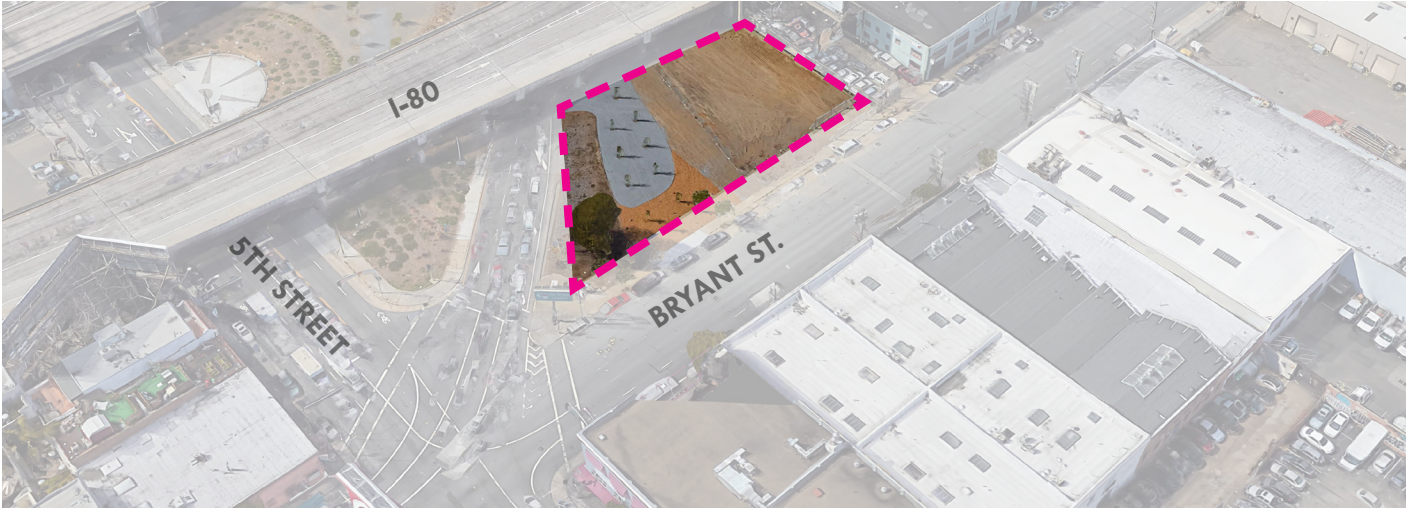
5TH ST.& BRYANT ST. - NAVIGATION CENTER

BLOCK /LOT: 3761/062 | OWNER: STATE OF CALIFORNIA | USE TYPE: ROW | ZONING: P | HEIGHT/BULK DISTRICT: 30-X

The site is currently a raw lot owned by Caltrans. Caltrans has authorized the use of the site as a Navigation Center.

84 Bed Capacity Navigation Center

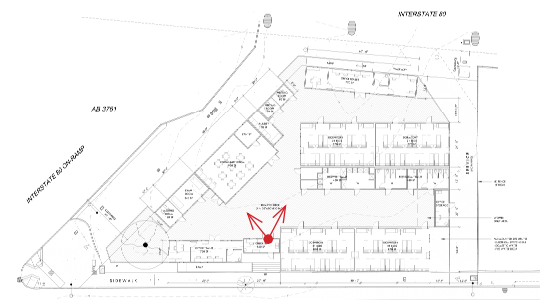
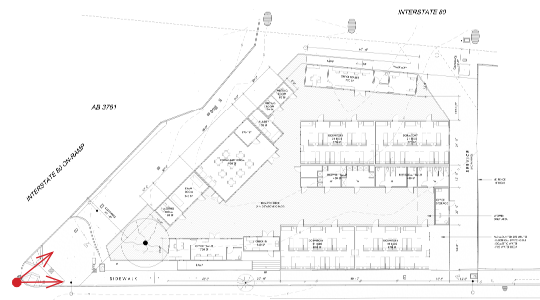
Similar to the Central Waterfront Navigation Center, the site would consist of a village like cluster of modular buildings (providing dormitories, restrooms and shower facilities, dining / lounge spaces, and staff offices and meeting rooms) connected by an elevated wood deck structure which provides level access throughout the complex and carries the site utilities linking the modular buildings together. This type of solution is fully code compliant for a permanent facility and offers full insulation, integrated HVAC systems, and permanently installed hygiene facilities. Given the longer time frame required to fabricate the modular trailer units, it is not anticipated that we would need temporary site utilities.



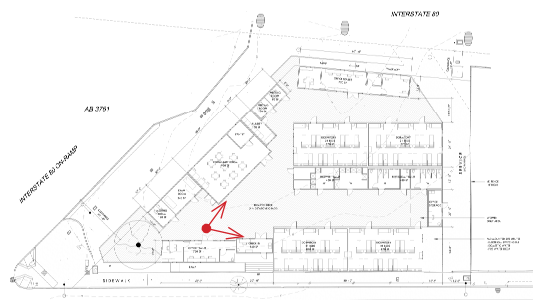
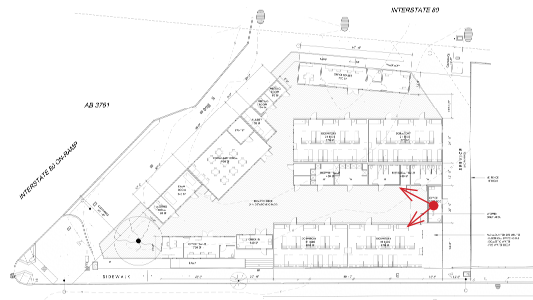


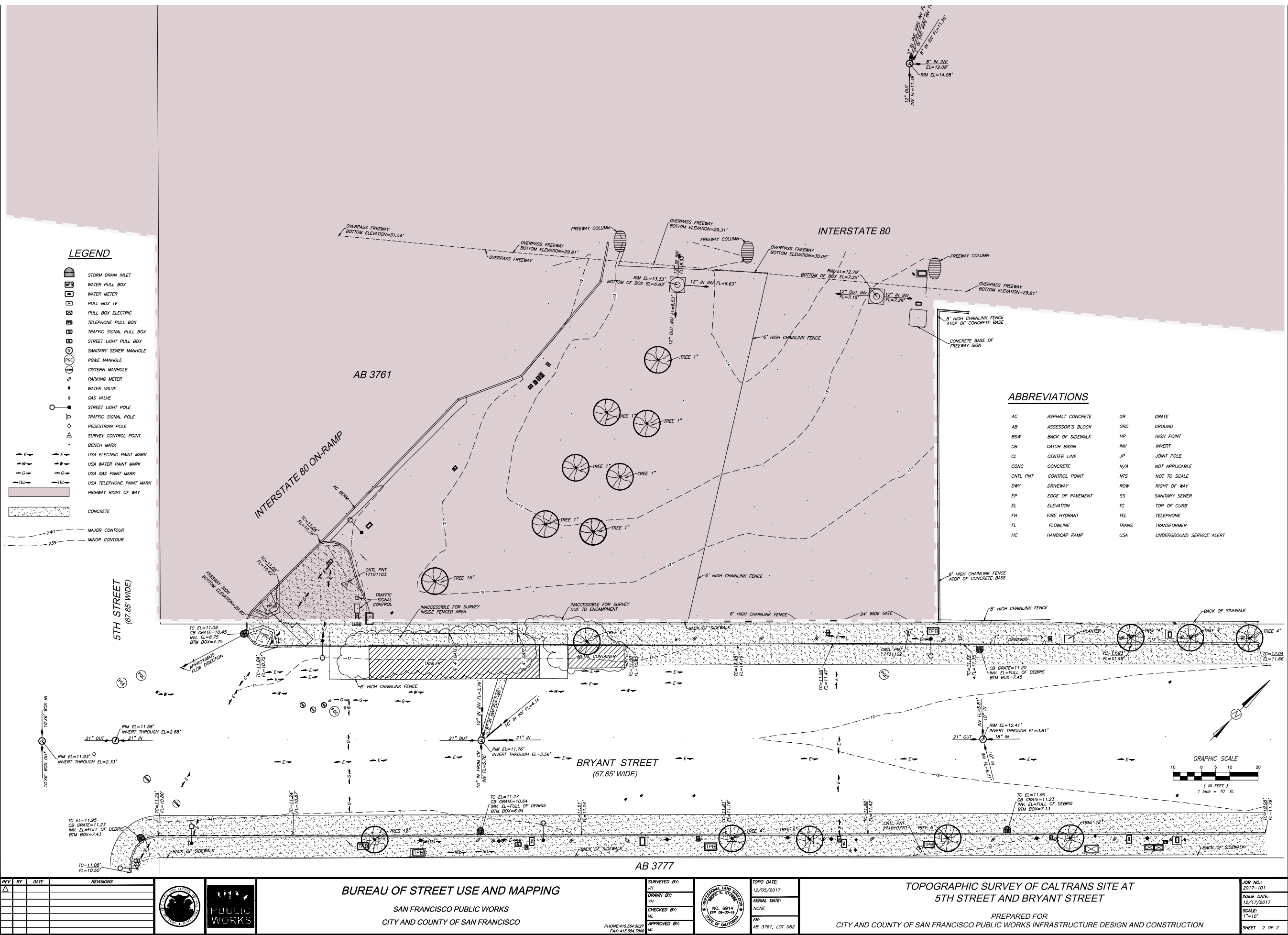












REV	BY	DATE	REVISIONS



BUREAU OF STREET USE AND MAPPING	
SAN FRANCISCO PUBLIC WORKS	
CITY AND COUNTY OF SAN FRANCISCO	
SURVEYED BY: JH	TOPO DATE: 12/05/2017
DRAWN BY: YH	AERIAL DATE: NONE
CHECKED BY: ML	AB: AB 3761, LOT 062
APPROVED BY: ML	

TOPOGRAPHIC SURVEY OF CALTRANS SITE AT 5TH STREET AND BRYANT STREET	
PREPARED FOR CITY AND COUNTY OF SAN FRANCISCO PUBLIC WORKS INFRASTRUCTURE DESIGN AND CONSTRUCTION	
JOB NO.: 2017-101	ISSUE DATE: 12/17/2017
SCALE: 1"=10'	SHEET 2 OF 2



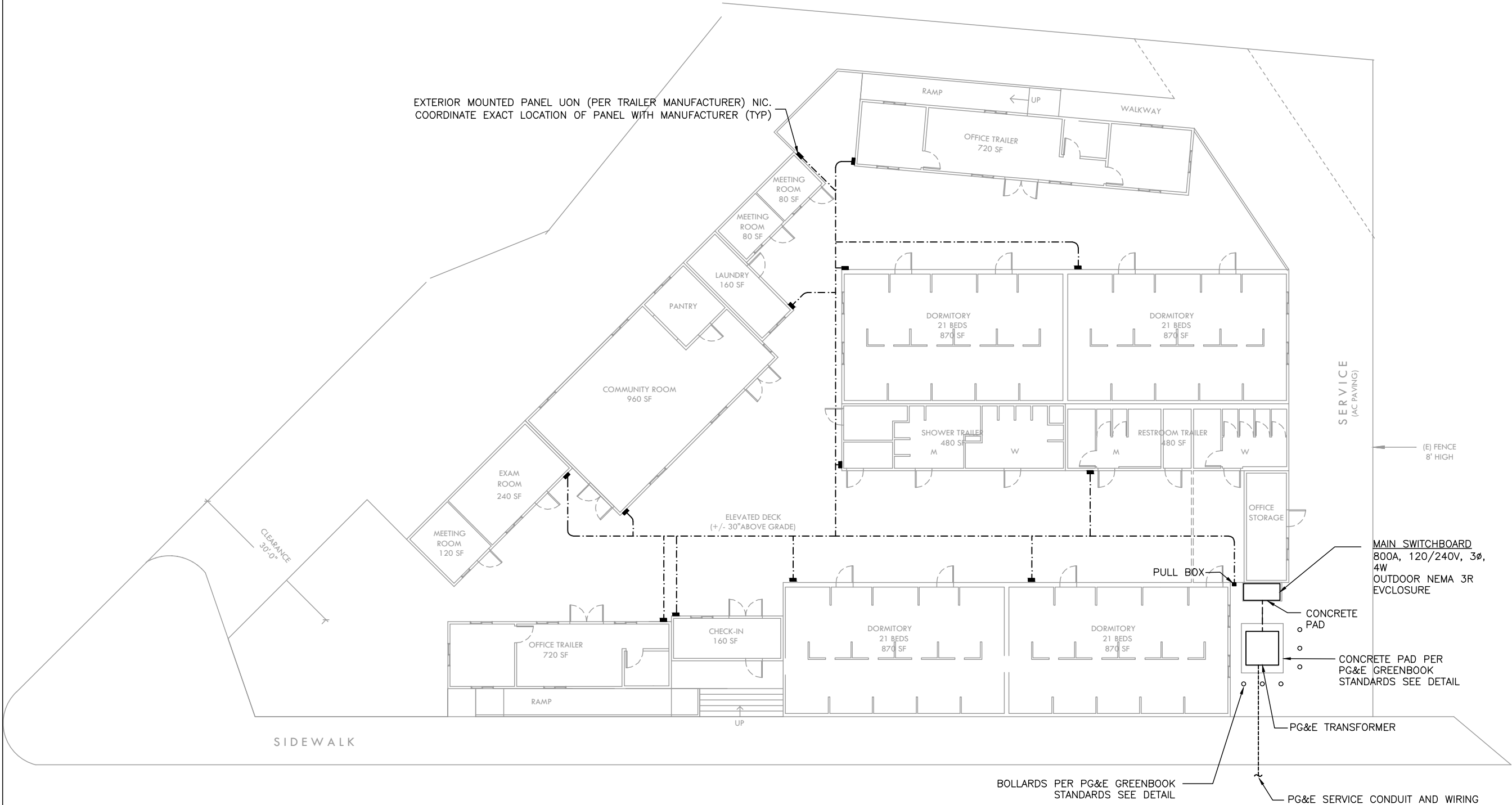
GENERAL NOTES

1. MODULAR TRAILER STRUCTURES ARE DESIGNED BY OTHERS. COORDINATE EXACT LOCATION AND ELECTRICAL REQUIREMENTS FOR ELECTRICAL SERVICE CONNECTION TO INDIVIDUAL MODULAR TRAILER STRUCTURES.
2. ALL ELECTRICAL PANELS EXTERIOR MOUNTED TYP.( PER TRAILER MANUFACTURER )\*EXCEPT RESTROOM TRAILER. FURNISHED AND INSTALLED BY TRAILER MANUFACTURER.
3. ALL ELECT CONDUIT TO BE INSTALLED UNDER ELEVATED DECK. ( NO CONDUIT UNDER TRAILERS TYP.)

LEGEND

- UNDERGROUND CONDUIT
- - - - - CONDUIT UNDER DECK LEVEL AND ABOVE GROUND LEVEL

EXTERIOR MOUNTED PANEL UON (PER TRAILER MANUFACTURER) NIC. COORDINATE EXACT LOCATION OF PANEL WITH MANUFACTURER (TYP)



DEPARTMENT OF PUBLIC WORKS  
CITY AND COUNTY OF SAN FRANCISCO  
Edgar Lopez - City Architect

BUILDING DESIGN AND  
CONSTRUCTION DIVISION




Julia Laue - Principal Architect / Division Manager  
30 Van Ness Avenue Suite  
San Francisco, CA 94102-6028 Fax (415)557 (415)557

Project

NAVIGATION CENTER -  
5TH ST .AND BRYANT ST

224-226 SOUTH VAN NESS AVE,  
SAN FRANCISCO, CA. 94103

Consultant

 <b>DESIGN &amp; ENGINEERING</b> CITY & COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC WORKS 30 VAN NESS AVENUE, 5TH FLOOR SAN FRANCISCO, CA 94102-6028		
DESIGNED BY:	EG	DATE 12/2017
DRAWN BY:	EG / BR	12/2017
CHECKED BY:	PT	12/2017
APPROVED		
SECTION MANAGER:	DATE:	
DEPUTY DIVISION MANAGER:	DATE:	
DIVISION MANAGER:	DATE:	

No.	Date	Revisions

Mark Dorian - Architecture Services Manager

Section Head	PT
Proj. Mgr.	PDF
Proj. Arch.	PDF
Drawn	EG / BR
Date	12/19/17
Phase	90% CD

NOT FOR  
CONSTRUCTION

Drawing Title

SITE PLAN

Sheet No.

E3.0

Job No. XXXXA

SHEET NOTES:

- 1

VERIFY CONDUIT QUANTITY AND SIZE WITH PG&E
- 2

VERIFY HIGH LEG CIRCUIT WITH PG&E. DO NOT USE 120 CIRCUIT ON HEIGHT LEG.
- 3

PANEL IS FURNISHED AND INSTALLED BY MANUFACTURER.

DEPARTMENT OF PUBLIC WORKS  
CITY AND COUNTY OF SAN FRANCISCO

Edgar Lopez - City Architect

BUILDING DESIGN AND  
CONSTRUCTION DIVISION



Julia Laue - Principal Architect / Division Manager

30 Van Ness Avenue  
San Francisco, CA  
94102-6028


Suite  
Fax (415)557  
(415)557

Project

NAVIGATION CENTER -  
5TH ST .AND BRYANT ST

224-226 SOUTH VAN NESS AVE,  
SAN FRANCISCO, CA. 94103

Consultant

 DESIGN & ENGINEERING CITY & COUNTY OF SAN FRANCISCO SAN FRANCISCO PUBLIC WORKS 30 VAN NESS AVENUE, 5TH FLOOR SAN FRANCISCO, CA 94102-6028		
DESIGNED BY:	EG	DATE 12/2017
DRAWN BY:	EG / BR	12/2017
CHECKED BY:	PT	12/2017
APPROVED		
SECTION MANAGER:	DATE:	
DEPUTY DIVISION MANAGER:	DATE:	
DIVISION MANAGER:	DATE:	

No.	Date	Revisions

Mark Dorian - Architecture Services Manager

Section Head	PT
Proj. Mgr.	PDF
Proj. Arch.	PDF
Drawn	EG / BR
Date	12/19/17
Phase	90% CD

NOT FOR  
CONSTRUCTION

Drawing Title

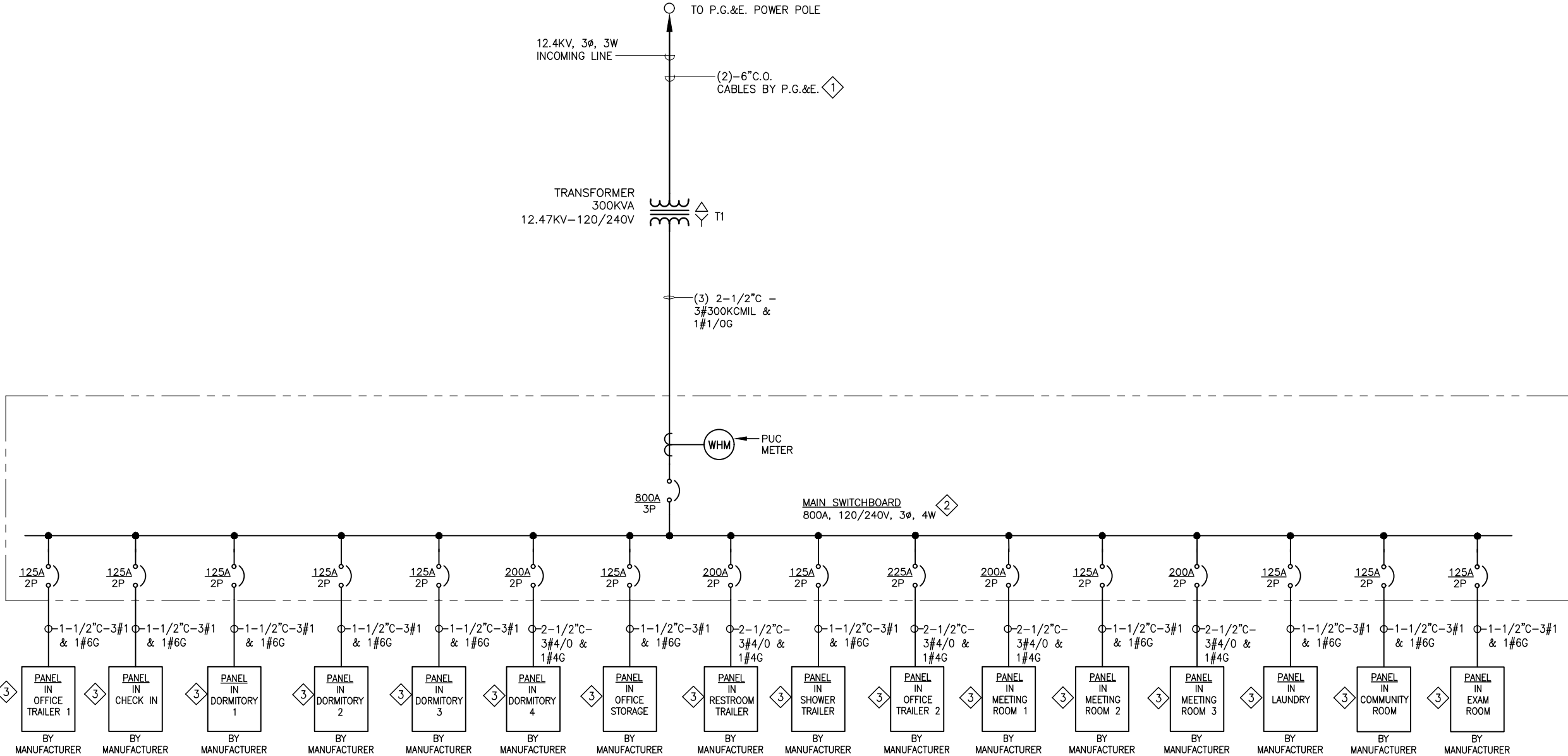
SINGLE LINE DIAGRAM

Sheet No.

E0.2

Job No.

Scale: As indicated  
XXXXA







Mark Farrell  
Mayor

Mohammed Nuru  
Director

Bruce Robertson  
Finance Manager

General Administration/Finance  
1155 Market St., 4th floor  
San Francisco, CA 94103  
tel 415-554-5418

[sfpublicworks.org](http://sfpublicworks.org)  
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[twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

May 15, 2018

The Honorable Board of Supervisors  
City and County of San Francisco  
City Hall, Rm. 244  
Attention: Ms. Angela Calvillo, Clerk of the Board

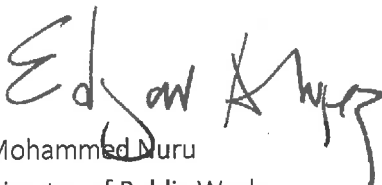
Subject: Navigation Center at Division Circle Declaration of Emergency

Dear Members of the Board,

An Emergency exists due to a shortage of safe and sanitary housing throughout the City, particularly for no, low, and moderate income persons. A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).


Per requirement of File NO. 171256, San Francisco Public Works' executed contract No. 1000009295 is attached for your reference. Public Works has retained the services of G&G Builders, Inc. The cost of the contract is \$3,919,126.55.

Sincerely,

  
Mohammed Nuru  
Director of Public Works

Enclosures: Board Resolution NO.444-17, File NO. 171256  
Public Works Order entitled, Emergency Declared and  
Executed Contract



RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 17 PM 3:52  
BY 

SECTION 00 52 00

AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 8th day of March, 2018 by and between G & G Builders, Inc. located at 4542 Contractors Place, Livermore, CA 94551 ("DESIGN-BUILDER"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the San Francisco Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

WHEREAS, the DIRECTOR awarded this AGREEMENT to the DESIGN-BUILDER under three (3) EMERGENCY DECLARATIONS:

DPW ORDER NO. 186,871, approved December 29, 2017

DPW ORDER NO. 186,998, approved January 22, 2018

DPW ORDER NO. 187,132, approved February 9, 2018

as more fully appears in the formal record of the DIRECTOR:

**Division Circle Navigation Center**  
**(San Francisco Public Works Contract No. 1000009295)**

NOW, THEREFORE, DESIGN-BUILDER, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to design and construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all design and construction work, labor, materials, equipment, and resources to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of DESIGN-BUILDER's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

DESIGN-BUILDER's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

**ARTICLE 1 – THE WORK**

**1.01 The Project.**

An Emergency is declared to exist under the provisions of Section 6.60 of the San Francisco Administrative Code, for G & G to Provide:

The San Francisco Department of Homelessness and Supportive Housing (HSH), is responsible for the property located at 13th Street & South Van Ness Avenue (also known as Division Circle). The property is owned by Caltrans and leased to The City of San Francisco. It is the intention to construct a new facility to function as a Navigation Center for our homeless population. The purpose of this project is to design and provide bridging documents for a 125 Bed facility that contains a Tensile Structure (60'x135'), a Dining/Pantry Tensile Structure (60'x75'), and Modular Restrooms/Shower. Full design and construction documents will be provided for all exterior and landscape amenities. This project anticipates programming through construction administration.

Refer to Attachment A: Project Manual for a full description of DESIGN-BUILDER's scope of services and Work for this Project.

- 1.02 Contract Documents. The DESIGN-BUILDER shall provide all Work in conformance with the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference as if set forth here in full, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between the DESIGN-BUILDER and the CITY concerning the provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT will be given the definition set forth in the General Conditions (Section 00 72 00)
- 1.03 DESIGN-BUILDER's General Responsibilities. DESIGN-BUILDER shall be thoroughly familiar and understand the requirements of the Project scope and shall be experienced in the design, administration and construction of building projects of the type, size, complexity, and scope contemplated for this Project. The DESIGN-BUILDER will provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, design, procurement, pre-construction work, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals. DESIGN-BUILDER acknowledges and agrees that coordination and execution of any utility relocation, utility upgrade and improvements, and hazardous materials handling and disposal for the Project are part of the services under this Contract.
- 1.04 Personnel. DESIGN-BUILDER's team members shall at all times have the requisite expertise and experience to provide the Design and Construction Services as required by the Contract Documents. See General Conditions (Section 00 72 00), Article 3.
- 1.05 Compliance with Laws. DESIGN-BUILDER shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
  - A. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, Department of Homeland Security (DHS), the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by DESIGN-BUILDER and any and all persons, firms and corporations employed by or under it.
  - B. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
  - C. No additional costs will be paid or extensions of time granted as a result of such compliance.

## ARTICLE 2 –DESIGN SERVICES

- 2.01 During the Design Phases, DESIGN-BUILDER will work closely with the Project Team and participate in the CITY's design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that

will provide the highest quality, energy conserving and efficient facility within the budget and schedule for the Project.

- 2.02 Scope of Work. See Section 01 11 00: Summary of Work for a full description of DESIGN-BUILDER's scope of services and Work for this Project.

### ARTICLE 3 – CONSTRUCTION SERVICES

- 3.01 General Conditions. DESIGN-BUILDER may concurrently perform Design and Construction Services. DESIGN-BUILDER and all Subcontractors contracted for the construction of the Project will provide all construction services from mobilization through project completion necessary to construct the Project in accordance with the Contract Documents and to render the Project and all of its components operational and functionally and legally usable. The DESIGN-BUILDER will furnish construction administration and management services and will perform the Project in an expeditious and economical manner consistent with the requirements of the Contract Documents (Section 00 72 00).

At a minimum, the DESIGN-BUILDER will perform construction services congruent with those of a general contractor who submits a competitive bid with its own list of subcontractors to perform all of the construction work under a contract, including, but not limited to, construction design value engineering/integration services, construction management, contract administration, cost control, subcontractor procurement, scheduling, coordination, testing, shop drawing development, processing/review, and distribution of product warranties/related documentation, commissioning and startup, and project closeout. Refer to Construction Process Requirements and Section 01 11 00: Summary of Work.

- 3.03 Working Requirements. The DESIGN-BUILDER and Trade Subcontractors must have the ability to prepare documents using the following software applications during all phases of the Work.

1. Computer Aided Drafting Program, ACAD V. 11 or later
2. Word documents on Microsoft Word 2013 or higher.
3. Spreadsheets on Microsoft Excel 2013 or higher.
4. Database information on Microsoft Access 2013 or higher.
5. Schedules on Microsoft project.

Project team communication methods may include the following features, either individually, or as part of a dedicated electronic suite of services:

1. The DESIGN-BUILDER shall propose for the CITY's consideration a web-based collaboration tool to connect the Project team, CITY staff members, and other participants to provide access to project documents, and to facilitate project development tasks. The DESIGN-BUILDER will provide licenses and training in the use of the collaboration tool for the project. As a minimum, the collaboration tool will be used to document the following program elements:
  - Project Contact List
  - Drawings
  - Meetings
  - Information Bulletins
  - Correspondence
  - Submittals
  - RFIs
  - Daily Reports
  - Punch Lists
  - Contract Change Orders

▪ Payment Applications

3.04 Permit Documents. For permit procurement responsibilities see Paragraph 3.08 of the General Conditions (Section 00 72 00) and including but not limited to Sections 00 73 00 and Section 00 73 01.

#### ARTICLE 4 - CONTRACT TIME

4.01 Contract Duration. The Contract was awarded and the CITY issued the Notice to Proceed on December 29, 2017. The total contract duration, including Design, Construction, Commissioning, through Substantial Completion, is **153 CONSECUTIVE CALENDAR DAYS for a Substantial Completion date of May 30, 2018** followed by 15 consecutive calendar days to Final Completion for a Final Completion date of June 15, 2018.

4.03 Liquidated Damages. The CITY and the DESIGN-BUILDER understand and agree that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial and other, intangible but significant losses if the Work is not completed within the above-stated Contract Time, as may be extended in accordance with Article 7 of the General Conditions (Section 00 72 00) The CITY and the DESIGN-BUILDER further understand and agree that the actual cost to the CITY which would result from DESIGN-BUILDER's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, the CITY and the DESIGN-BUILDER agree that as liquidated damages for delay (but not as a penalty), the DESIGN-BUILDER will pay the CITY as set forth in the following tables:

#### LIQUIDATED DAMAGES

Delay Period	Liquidated Damages Amount
If the Work is not Substantially Complete after the time limit for achieving Substantial Completion specified in Article 4:	\$1,500 per calendar day
If the Work is not Finally Complete after the time limit for achieving Final Completion specified in Article 4:	\$500 per calendar day

#### ARTICLE 5 – CONTRACT SUM

5.01 Contract Sum. DESIGN-BUILDER and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the amount of not-to-exceed amount of **\$3,919,126.55**. The amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

The Contract Sum is comprised of the following: (A) the Design Services Fee, (B) the Construction Services costs; and (D) Allowances.

The Certified Contract Sum is the amount of Contract Sum certified by the Controller at any point in time.

A. Basic Design Services Fee. For all of DESIGN-BUILDER's Basic Design Services, DESIGN-BUILDER shall be paid a lump sum fee of **\$150,000.00**, which shall include all sub consultant fees and normal costs to the Project.

1. The CITY and DESIGN-BUILDER agree that the lump sum Basic Design Services fee adequately covers the cost to successfully complete the design services work across all phases according to the agreed upon schedule and with a professional level of quality.
- B. Construction Services. DESIGN-BUILDER will be paid for Construction Services in an not-to-exceed amount of **\$3,594,126.55** as described in the Schedule of Values.
1. DESIGN-BUILDER understands and agrees that the DESIGN-BUILDER shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.
- C. Reimbursable Expenses. The CITY has established there will be no Reimbursable Expenses for this project. The DESIGN-BUILDER's accounting categories and shall be subject to the audit provisions of this Agreement.
1. Any materials prepared by DESIGN-BUILDER without written advance approval by the CITY shall be considered not reimbursable.
  2. The following items are considered normal project costs, and are not considered Reimbursable Expenses: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of DESIGN-BUILDER'S team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (b) Internet gateways, FTP sites or data file transfer or research services; (c) travel by DESIGN-BUILDER or Subcontractors between its home office and the San Francisco Bay Area; (d) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the CITY; (e) in-house coordination materials among DESIGN-BUILDER'S team and Subcontractors, including photocopy and drawing materials, messenger services; (f) presentation material, reproductions, all CADD and other computer-related time and expenses in support of those items specifically listed in Articles 2 and 4 of this Agreement, and Section 01 11 00, Summary of Work; and (g) food and beverage and entertainment charges of any kind unless approved in writing in advance by the CITY.
  3. Unless authorized by the CITY, the CITY will not reimburse DESIGN-BUILDER for the costs of business travel, contractor meals, and accommodations, this includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. The CITY will not reimburse DESIGN-BUILDER for deliveries, and fax, long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines.
- D. Allowances. The CITY will reimburse the DESIGN-BUILDER for actual, CITY approved costs for the following allowances (Section 01 21 00):
1. Landscape Allowance in the amount of \$175,000.00
- Total of all allowances equals **\$ 175,000.00**
- 5.02 Progress Payments. The DESIGN-BUILDER shall submit separate payment requests for Design and Construction Services, in an invoicing procedure to be approved by the CITY. The CITY will endeavor to make progress payments within fifteen (15) days of receiving an undisputed invoice

for work performed and the required documentation including, without limitation, certified payrolls. Under no circumstances, however, shall the CITY be liable for interest or late fees for failure to issue timely any progress payment. Progress payments involving the work of the Trade Subcontractors shall include a retention as provided in the General Conditions for Construction (Section 00 72 00), Article 9.

- 5.03 Certification by the Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY. Charges will accrue only after prior written authorization certified by the CITY Controller, and the amount of the CITY's obligation under this AGREEMENT will not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

## ARTICLE 8 – LABOR REQUIREMENTS

- 8.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT will be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including Section 6.22(e).
- 8.02 Prevailing Wages. Pursuant to San Francisco Administrative Code Section 6.22(e), the latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as same may be changed during the term of this AGREEMENT, will be included in this AGREEMENT and are hereby incorporated by this reference. The DESIGN-BUILDER agrees that any person performing labor in the provision of the Work will be paid not less than the highest general prevailing rate of wages as so determined.

The DESIGN-BUILDER will include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract will be paid not less than the highest prevailing rate of wages for the labor so performed. The DESIGN-BUILDER will require any contractor to provide, and will deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

Copies of the latest prevailing wage rates are on file at the CITY, 30 Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94102.

- A. Penalties. DESIGN-BUILDER will forfeit to the CITY back wages due plus at least fifty dollars (\$50.00) for:
1. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
  2. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

## ARTICLE 9 – INDEMNITY, INSURANCE, BONDS, AND DAMAGES

9.01 Indemnification. To the fullest extent permitted by law, and consistent with California Civil Code section 2782 and Contract General Conditions (Section 00 72 00), Article 3, the DESIGN-BUILDER will assume the defense of, indemnify and hold harmless the CITY, its Board, Commissions, officers, employees, and authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work.



- A. The liability of the DESIGN-BUILDER will not be limited to the amount of insurance coverages required under the Contract Documents.
  - B. This indemnification will not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.
- 9.02 Insurance. The DESIGN-BUILDER shall at all times under this AGREEMENT maintain the insurance coverages as required under Contract Document Section 00 73 16.
- 9.03 Bonds. The DESIGN-BUILDER shall furnish and maintain (1) a corporate surety bond to guarantee the faithful performance of the Contract ("Performance Bond") and (2) a corporate surety bond to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond"), each in an amount not to exceed **\$3,180,802.00**, with the DESIGN-BUILDER as Principal and the CITY as sole obligee, in the form provided by the CITY, (Section 00 61 13.), in conformance with the bond requirements under the General Conditions (Section 00 72 00), Article 10). Performance and Payment Bonds are required for the Construction Phase only. The DESIGN-BUILDER shall furnish the Performance and Payment Bonds no later than 10 days after the City's request.

#### ARTICLE 10 – RIGHTS AND REMEDIES

- 10.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 10.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 10.03 CITY's Remedies for False Claims and Other Violations. Under San Francisco Administrative Code section 6.22(m), the DESIGN-BUILDER or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of San Francisco Administrative Code Chapter 6, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of the AGREEMENT, may be declared an irresponsible bidder and debarred according to the procedures set forth in San Francisco Administrative Code section 6.80, *et seq.*
- A. Additionally, the DESIGN-BUILDER or its Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in San Francisco Administrative Code section 6.80, *et seq.*, and Chapter 28, and California Government Code section 12650, *et seq.*
  - B. DESIGN-BUILDER shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Article 10.03.

#### ARTICLE 11 – COMPLETE AGREEMENT; MODIFICATIONS IN WRITING

- 11.01 This AGREEMENT and the Contract Documents as set forth in General Conditions (Section 00 72 00), Article 1.02A) constitute the complete agreement between the CITY and the DESIGN-BUILDER. This AGREEMENT supersedes and shall control over any other agreement written or oral as between the CITY and the DESIGN-BUILDER.



- 11.02 This AGREEMENT and all of the terms and conditions of the Contract Documents shall remain in full force and effect through expiration unless modified in writing and approved by the CITY.

#### ARTICLE 12 – RESOLUTION OF CONFLICTING TERMS

- 12.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and will be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents will not be deemed to be in conflict. It is expressly agreed by and between the CITY and the DESIGN-BUILDER that should there be any conflict between the terms of this AGREEMENT and the DESIGN-BUILDER's proposal, then this AGREEMENT will control and nothing herein will be considered as an acceptance of any terms of the proposal which conflict with this AGREEMENT.

#### ARTICLE 13 – GOVERNING LAW AND VENUE

- 13.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the City and County of San Francisco Charter and Municipal Code and the laws of the State of California, as applicable.
- 13.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and the DESIGN-BUILDER arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

#### ARTICLE 14 – NOTICES TO PARTIES

- 14.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, electronic mail, or facsimile, and shall be addressed as follows:

Department of Public Works  
Contract Administration Division  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103  
Fax: (415) 554-6232

ATTENTION: Division Circle Navigation Center San Francisco Public Works Contract  
No. 1000009295

To DESIGN-BUILDER: Gerard Callahan, President  
G & G Builders, Inc.  
4542 Contractors Place  
Livermore, CA 94551  
Phone; (925) 846-9023  
Email: [gcallahan@ggbuildersinc.com](mailto:gcallahan@ggbuildersinc.com)

- 14.02 From time to time, the Parties may designate new address information by notice in writing, delivered to the other Party.
- 14.03 The delivery to the DESIGN-BUILDER at the legal address listed above, as it may be amended upon written notice, or the depositing in any United States Post Office or Post Office Box regularly maintained by the United States Postal Service in a postage-paid wrapper directed to the DESIGN-BUILDER at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon the DESIGN-BUILDER.

**ARTICLE 15 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY**

- 15.01 DESIGN-BUILDER understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, DESIGN-BUILDER may have access to private or confidential information which may be owned or controlled by the CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the CITY. The DESIGN-BUILDER agrees that all information disclosed by the CITY to DESIGN-BUILDER and marked or otherwise identified as "confidential" shall be held in confidence and used only in performance of the AGREEMENT. DESIGN-BUILDER shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.
- 15.02 DESIGN-BUILDER shall retain all confidential information and maintain such confidentiality for a period of not less than four years from the date of Final Completion. The CITY at its sole option and discretion may, within the four-year period, notify the DESIGN-BUILDER in writing that it must preserve the information and its confidentiality for longer than four years. At the expiration of the confidentiality period, DESIGN-BUILDER shall request direction from the CITY as to whether the DESIGN-BUILDER should return or destroy the confidential information. Shipment to a CITY-designated storage facility, shall be made at CITY's sole expense.

**ARTICLE 16 – TERMINATION**

- 16.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by DESIGN-BUILDER and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions.

IN WITNESS WHEREOF, the DESIGN-BUILDER and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

**DESIGN-BUILDER:**

By my signature hereunder, as DESIGN-BUILDER, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

  
PrincipalBY: Gerard CallahanPresident

Title

**CITY:**Recommended By: 

Project Manager: \_\_\_\_\_

Division Manager: Deputy Director: APPROVED: 

Director of Public Works

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

By: 

Deputy City Attorney

Attachments:

Attachment A: Project Manual

END OF SECTION

## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 8th day of March, 2018 by and between G & G Builders, Inc. located at 4542 Contractors Place, Livermore, CA 94551 ("DESIGN-BUILDER"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the San Francisco Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

WHEREAS, the DIRECTOR awarded this AGREEMENT to the DESIGN-BUILDER under three (3) EMERGENCY DECLARATIONS:

DPW ORDER NO. 186,871, approved December 29, 2017

DPW ORDER NO. 186,998, approved January 22, 2018

DPW ORDER NO. 187,132, approved February 9, 2018

as more fully appears in the formal record of the DIRECTOR:

**Division Circle Navigation Center**  
**(San Francisco Public Works Contract No. 1000009295)**

NOW, THEREFORE, DESIGN-BUILDER, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to design and construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all design and construction work, labor, materials, equipment, and resources to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of DESIGN-BUILDER's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

DESIGN-BUILDER's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

## ARTICLE 1 – THE WORK

### 1.01 The Project.

An Emergency is declared to exist under the provisions of Section 6.60 of the San Francisco Administrative Code, for G & G to Provide:

The San Francisco Department of Homelessness and Supportive Housing (HSH), is responsible for the property located at 13th Street & South Van Ness Avenue (also known as Division Circle). The property is owned by Caltrans and leased to The City of San Francisco. It is the intention to construct a new facility to function as a Navigation Center for our homeless population. The purpose of this project is to design and provide bridging documents for a 125 Bed facility that contains a Tensile Structure (60'x135'), a Dining/Pantry Tensile Structure (60'x75'), and Modular Restrooms/Shower. Full design and construction documents will be provided for all exterior and landscape amenities. This project anticipates programming through construction administration.

Refer to Attachment A: Project Manual for a full description of DESIGN-BUILDER's scope of services and Work for this Project.

- 1.02 Contract Documents. The DESIGN-BUILDER shall provide all Work in conformance with the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference as if set forth here in full, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between the DESIGN-BUILDER and the CITY concerning the provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT will be given the definition set forth in the General Conditions (Section 00 72 00)
- 1.03 DESIGN-BUILDER's General Responsibilities. DESIGN-BUILDER shall be thoroughly familiar and understand the requirements of the Project scope and shall be experienced in the design, administration and construction of building projects of the type, size, complexity, and scope contemplated for this Project. The DESIGN-BUILDER will provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, design, procurement, pre-construction work, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals. DESIGN-BUILDER acknowledges and agrees that coordination and execution of any utility relocation, utility upgrade and improvements, and hazardous materials handling and disposal for the Project are part of the services under this Contract.
- 1.04 Personnel. DESIGN-BUILDER's team members shall at all times have the requisite expertise and experience to provide the Design and Construction Services as required by the Contract Documents. See General Conditions (Section 00 72 00), Article 3.
- 1.05 Compliance with Laws. DESIGN-BUILDER shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
  - A. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, Department of Homeland Security (DHS), the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by DESIGN-BUILDER and any and all persons, firms and corporations employed by or under it.
  - B. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
  - C. No additional costs will be paid or extensions of time granted as a result of such compliance.

## ARTICLE 2 –DESIGN SERVICES

- 2.01 During the Design Phases, DESIGN-BUILDER will work closely with the Project Team and participate in the CITY's design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that

will provide the highest quality, energy conserving and efficient facility within the budget and schedule for the Project.

- 2.02 Scope of Work. See Section 01 11 00: Summary of Work for a full description of DESIGN-BUILDER's scope of services and Work for this Project.

### ARTICLE 3 – CONSTRUCTION SERVICES

- 3.01 General Conditions. DESIGN-BUILDER may concurrently perform Design and Construction Services. DESIGN-BUILDER and all Subcontractors contracted for the construction of the Project will provide all construction services from mobilization through project completion necessary to construct the Project in accordance with the Contract Documents and to render the Project and all of its components operational and functionally and legally usable. The DESIGN-BUILDER will furnish construction administration and management services and will perform the Project in an expeditious and economical manner consistent with the requirements of the Contract Documents (Section 00 72 00).

At a minimum, the DESIGN-BUILDER will perform construction services congruent with those of a general contractor who submits a competitive bid with its own list of subcontractors to perform all of the construction work under a contract, including, but not limited to, construction design value engineering/integration services, construction management, contract administration, cost control, subcontractor procurement, scheduling, coordination, testing, shop drawing development, processing/review, and distribution of product warranties/related documentation, commissioning and startup, and project closeout. Refer to Construction Process Requirements and Section 01 11 00: Summary of Work.

- 3.03 Working Requirements. The DESIGN-BUILDER and Trade Subcontractors must have the ability to prepare documents using the following software applications during all phases of the Work.

1. Computer Aided Drafting Program, ACAD V. 11 or later
2. Word documents on Microsoft Word 2013 or higher.
3. Spreadsheets on Microsoft Excel 2013 or higher.
4. Database information on Microsoft Access 2013 or higher.
5. Schedules on Microsoft project.

Project team communication methods may include the following features, either individually, or as part of a dedicated electronic suite of services:

1. The DESIGN-BUILDER shall propose for the CITY's consideration a web-based collaboration tool to connect the Project team, CITY staff members, and other participants to provide access to project documents, and to facilitate project development tasks. The DESIGN-BUILDER will provide licenses and training in the use of the collaboration tool for the project. As a minimum, the collaboration tool will be used to document the following program elements:
  - Project Contact List
  - Drawings
  - Meetings
  - Information Bulletins
  - Correspondence
  - Submittals
  - RFIs
  - Daily Reports
  - Punch Lists
  - Contract Change Orders

▪ Payment Applications

3.04 Permit Documents. For permit procurement responsibilities see Paragraph 3.08 of the General Conditions (Section 00 72 00) and including but not limited to Sections 00 73 00 and Section 00 73 01.

#### ARTICLE 4 - CONTRACT TIME

4.01 Contract Duration. The Contract was awarded and the CITY issued the Notice to Proceed on December 29, 2017. The total contract duration, including Design, Construction, Commissioning, through Substantial Completion, is **153 CONSECUTIVE CALENDAR DAYS for a Substantial Completion date of May 30, 2018** followed by 15 consecutive calendar days to Final Completion for a Final Completion date of June 15, 2018.

4.03 Liquidated Damages. The CITY and the DESIGN-BUILDER understand and agree that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial and other, intangible but significant losses if the Work is not completed within the above-stated Contract Time, as may be extended in accordance with Article 7 of the General Conditions (Section 00 72 00) The CITY and the DESIGN-BUILDER further understand and agree that the actual cost to the CITY which would result from DESIGN-BUILDER's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, the CITY and the DESIGN-BUILDER agree that as liquidated damages for delay (but not as a penalty), the DESIGN-BUILDER will pay the CITY as set forth in the following tables:

#### LIQUIDATED DAMAGES

Delay Period	Liquidated Damages Amount
If the Work is not Substantially Complete after the time limit for achieving Substantial Completion specified in Article 4:	\$1,500 per calendar day
If the Work is not Finally Complete after the time limit for achieving Final Completion specified in Article 4:	\$500 per calendar day

#### ARTICLE 5 – CONTRACT SUM

5.01 Contract Sum. DESIGN-BUILDER and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the amount of not-to-exceed amount of **\$3,919,126.55**. The amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

The Contract Sum is comprised of the following: (A) the Design Services Fee, (B) the Construction Services costs; and (D) Allowances.

The Certified Contract Sum is the amount of Contract Sum certified by the Controller at any point in time.

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1. The CITY and DESIGN-BUILDER agree that the lump sum Basic Design Services fee adequately covers the cost to successfully complete the design services work across all phases according to the agreed upon schedule and with a professional level of quality.
- B. Construction Services. DESIGN-BUILDER will be paid for Construction Services in an not-to-exceed amount of **\$3,594,126.55** as described in the Schedule of Values.
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- C. Reimbursable Expenses. The CITY has established there will be no Reimbursable Expenses for this project. The DESIGN-BUILDER's accounting categories and shall be subject to the audit provisions of this Agreement.
1. Any materials prepared by DESIGN-BUILDER without written advance approval by the CITY shall be considered not reimbursable.
  2. The following items are considered normal project costs, and are not considered Reimbursable Expenses: (a) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of DESIGN-BUILDER'S team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (b) Internet gateways, FTP sites or data file transfer or research services; (c) travel by DESIGN-BUILDER or Subcontractors between its home office and the San Francisco Bay Area; (d) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the CITY; (e) in-house coordination materials among DESIGN-BUILDER'S team and Subcontractors, including photocopy and drawing materials, messenger services; (f) presentation material, reproductions, all CADD and other computer-related time and expenses in support of those items specifically listed in Articles 2 and 4 of this Agreement, and Section 01 11 00, Summary of Work; and (g) food and beverage and entertainment charges of any kind unless approved in writing in advance by the CITY.
  3. Unless authorized by the CITY, the CITY will not reimburse DESIGN-BUILDER for the costs of business travel, contractor meals, and accommodations, this includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. The CITY will not reimburse DESIGN-BUILDER for deliveries, and fax, long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines.
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for work performed and the required documentation including, without limitation, certified payrolls. Under no circumstances, however, shall the CITY be liable for interest or late fees for failure to issue timely any progress payment. Progress payments involving the work of the Trade Subcontractors shall include a retention as provided in the General Conditions for Construction (Section 00 72 00), Article 9.

- 5.03 Certification by the Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY. Charges will accrue only after prior written authorization certified by the CITY Controller, and the amount of the CITY's obligation under this AGREEMENT will not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

## ARTICLE 8 – LABOR REQUIREMENTS

- 8.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT will be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including Section 6.22(e).
- 8.02 Prevailing Wages. Pursuant to San Francisco Administrative Code Section 6.22(e), the latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as same may be changed during the term of this AGREEMENT, will be included in this AGREEMENT and are hereby incorporated by this reference. The DESIGN-BUILDER agrees that any person performing labor in the provision of the Work will be paid not less than the highest general prevailing rate of wages as so determined.

The DESIGN-BUILDER will include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract will be paid not less than the highest prevailing rate of wages for the labor so performed. The DESIGN-BUILDER will require any contractor to provide, and will deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

Copies of the latest prevailing wage rates are on file at the CITY, 30 Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94102.

- A. Penalties. DESIGN-BUILDER will forfeit to the CITY back wages due plus at least fifty dollars (\$50.00) for:
1. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
  2. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

## ARTICLE 9 – INDEMNITY, INSURANCE, BONDS, AND DAMAGES

9.01 Indemnification. To the fullest extent permitted by law, and consistent with California Civil Code section 2782 and Contract General Conditions (Section 00 72 00), Article 3, the DESIGN-BUILDER will assume the defense of, indemnify and hold harmless the CITY, its Board, Commissions, officers, employees, and authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, damages, actions, losses and liabilities of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of the Work.

- A. The liability of the DESIGN-BUILDER will not be limited to the amount of insurance coverages required under the Contract Documents.
  - B. This indemnification will not be valid in the instance where the loss is caused by the sole negligence or intentional tort of any person indemnified herein.
- 9.02 Insurance. The DESIGN-BUILDER shall at all times under this AGREEMENT maintain the insurance coverages as required under Contract Document Section 00 73 16.
- 9.03 Bonds. The DESIGN-BUILDER shall furnish and maintain (1) a corporate surety bond to guarantee the faithful performance of the Contract ("Performance Bond") and (2) a corporate surety bond to guarantee the payment of labor, materials, supplies, and equipment used in the performance of the Contract ("Payment Bond"), each in an amount not to exceed **\$3,180,802.00**, with the DESIGN-BUILDER as Principal and the CITY as sole obligee, in the form provided by the CITY, (Section 00 61 13,), in conformance with the bond requirements under the General Conditions (Section 00 72 00), Article 10). Performance and Payment Bonds are required for the Construction Phase only. The DESIGN-BUILDER shall furnish the Performance and Payment Bonds no later than 10 days after the City's request.

#### ARTICLE 10 – RIGHTS AND REMEDIES

- 10.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 10.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 10.03 CITY's Remedies for False Claims and Other Violations. Under San Francisco Administrative Code section 6.22(m), the DESIGN-BUILDER or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of San Francisco Administrative Code Chapter 6, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of the AGREEMENT, may be declared an irresponsible bidder and debarred according to the procedures set forth in San Francisco Administrative Code section 6.80, *et seq.*
- A. Additionally, the DESIGN-BUILDER or its Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in San Francisco Administrative Code section 6.80, *et seq.*, and Chapter 28, and California Government Code section 12650, *et seq.*
  - B. DESIGN-BUILDER shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Article 10.03.

#### ARTICLE 11 – COMPLETE AGREEMENT; MODIFICATIONS IN WRITING

- 11.01 This AGREEMENT and the Contract Documents as set forth in General Conditions (Section 00 72 00), Article 1.02A) constitute the complete agreement between the CITY and the DESIGN-BUILDER. This AGREEMENT supersedes and shall control over any other agreement written or oral as between the CITY and the DESIGN-BUILDER.

- 11.02 This AGREEMENT and all of the terms and conditions of the Contract Documents shall remain in full force and effect through expiration unless modified in writing and approved by the CITY.

#### ARTICLE 12 – RESOLUTION OF CONFLICTING TERMS

- 12.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and will be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents will not be deemed to be in conflict. It is expressly agreed by and between the CITY and the DESIGN-BUILDER that should there be any conflict between the terms of this AGREEMENT and the DESIGN-BUILDER's proposal, then this AGREEMENT will control and nothing herein will be considered as an acceptance of any terms of the proposal which conflict with this AGREEMENT.

#### ARTICLE 13 – GOVERNING LAW AND VENUE

- 13.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the City and County of San Francisco Charter and Municipal Code and the laws of the State of California, as applicable.
- 13.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and the DESIGN-BUILDER arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

#### ARTICLE 14 – NOTICES TO PARTIES

- 14.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, electronic mail, or facsimile, and shall be addressed as follows:

Department of Public Works  
Contract Administration Division  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103  
Fax: (415) 554-6232

ATTENTION: Division Circle Navigation Center San Francisco Public Works Contract  
No. 1000009295

To DESIGN-BUILDER: Gerard Callahan, President  
G & G Builders, Inc.  
4542 Contractors Place  
Livermore, CA 94551  
Phone; (925) 846-9023  
Email: [gcallahan@ggbuildersinc.com](mailto:gcallahan@ggbuildersinc.com)

- 14.02 From time to time, the Parties may designate new address information by notice in writing, delivered to the other Party.
- 14.03 The delivery to the DESIGN-BUILDER at the legal address listed above, as it may be amended upon written notice, or the depositing in any United States Post Office or Post Office Box regularly maintained by the United States Postal Service in a postage-paid wrapper directed to the DESIGN-BUILDER at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon the DESIGN-BUILDER.

**ARTICLE 15 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY**

- 15.01 DESIGN-BUILDER understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, DESIGN-BUILDER may have access to private or confidential information which may be owned or controlled by the CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the CITY. The DESIGN-BUILDER agrees that all information disclosed by the CITY to DESIGN-BUILDER and marked or otherwise identified as "confidential" shall be held in confidence and used only in performance of the AGREEMENT. DESIGN-BUILDER shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.
- 15.02 DESIGN-BUILDER shall retain all confidential information and maintain such confidentiality for a period of not less than four years from the date of Final Completion. The CITY at its sole option and discretion may, within the four-year period, notify the DESIGN-BUILDER in writing that it must preserve the information and its confidentiality for longer than four years. At the expiration of the confidentiality period, DESIGN-BUILDER shall request direction from the CITY as to whether the DESIGN-BUILDER should return or destroy the confidential information. Shipment to a CITY-designated storage facility, shall be made at CITY's sole expense.

**ARTICLE 16 – TERMINATION**

- 16.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by DESIGN-BUILDER and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions.

IN WITNESS WHEREOF, the DESIGN-BUILDER and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

**DESIGN-BUILDER:**

By my signature hereunder, as DESIGN-BUILDER, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Principal

BY:

Gerard Callahan

Title

**CITY:**

Recommended By:

Project Manager:

Division Manager:

Deputy Director:

APPROVED:

Director of Public Works

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

By:

Deputy City Attorney

Attachments:

Attachment A: Project Manual

END OF SECTION



Mark Farrell  
Mayor

Mohammed Nuru  
Director

Bruce Robertson  
Finance Manager

General Administration/Finance  
1155 Market St., 4th floor  
San Francisco, CA 94103  
tel 415-554-5418

[sfpublicworks.org](http://sfpublicworks.org)  
[facebook.com/sfpublicworks](https://facebook.com/sfpublicworks)  
[twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

May 15, 2018

The Honorable Board of Supervisors  
City and County of San Francisco  
City Hall, Rm. 244  
Attention: Ms. Angela Calvillo, Clerk of the Board

Subject: Navigation Center at Division Circle Declaration of Emergency

Dear Members of the Board,

An Emergency exists due to a shortage of safe and sanitary housing throughout the City, particularly for no, low, and moderate income persons. A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17 declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Per requirement of File NO. 171256, San Francisco Public Works' executed contract No. 1000009247 is attached for your reference. Public Works has retained the services of Charles Pankow Builders Ltd. The cost of the contract is \$130,000.00.

Sincerely,

Mohammed Nuru  
Director of Public Works

Enclosures: Board Resolution NO.444-17, File NO. 171256  
Public Works Order entitled, Emergency Declared and  
Executed Contract

for

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 17 PM 3:51



Mark Farrell

Mayor

Mohammed Nuru

Director

Division of Contract Administration

1155 Market Street, 4<sup>th</sup> Floor

San Francisco, CA 94103

(415) 554-6417 • www.sfdpw.org

### Contract Processing Record Sheet

All Persons involved in contract processing are requested to initial and date this form. If you have any questions regarding this form, please notify:

☐ David Bui @ 554-6417

☒ Alex Burns @ 554-6411

☐ Ben Washington @ 554-6416

☐ Antonio Tom @ 554-5424

☐ Kimberley Norman @ 554-6226

☐ Mike Alonso @ 554-6233

Contract #: 1000009247	Title: Pre-Construction Services Navigation Centers
Contractor Name: Charles Pankow Builders, Ltd., A California Limited Partnership	

	NAME	Date Received	Received By (Please Initial)
1.	Jumoke Akin-Taylor, Project Manager (Yellow Tabs) 30 Van Ness Ave, 4th Floor (557-4751)	3/6/18	JAT
2.	Ronald Alameida BDC, Division Manager (Green Tabs) 30 Van Ness Ave, 4th Floor (557-4602)	3-8-18	RAA
3.	Edgar Lopez, Deputy Director and City Architect (Blue Tabs) 30 Van Ness Ave, 4th Floor (557-4675)	3.8.18	EKL
4.	Mohammed Nuru, Director of Public Works (Red Tabs) City Hall #348 (c/o Yolanda Beasley, 554-6919)	3/12/18	MN
5.	Contract Administration, 1155 Market St. 4th Fl	3/13/18	ASB
6.	Yadira Taylor, Deputy City Attorney 4th/7th Fl., Fox Plaza (c/o Elena Benitez, 554-4270)	3/19	YT
7.	Contract Administration, 1155 Market St. 4th Fl		

\*

Please  
2018 MAR 15 PM 4:45  
CITY ATTORNEY'S OFFICE  
1155 MARKET ST.

AMENDED IN COMMITTEE

12/11/17

FILE NO. 171256

RESOLUTION NO. 444-17

1 [Emergency Declaration - Declaration of Homeless Shelter Emergency and Authorizing  
2 Certain Emergency Contracting Provisions]

3 **Resolution declaring a homeless shelter emergency, and authorizing the Director of**  
4 **Public Works to construct, improve, or repair facilities pursuant to Administrative**  
5 **Code, Section 6.60(a); and the Director of the Department of Homelessness and**  
6 **Supportive Housing to contract for homeless services and to offer such services to**  
7 **protect the health, safety, and welfare of individuals affected by homelessness and all**  
8 **San Francisco citizens in accordance with the requirements in Administrative Code,**  
9 **Section 21.15.**

10  
11 WHEREAS, The Board of Supervisors of the City and County of San Francisco ("Board  
12 of Supervisors"), after careful study and consideration, has determined that there is a  
13 shortage of safe and sanitary housing throughout the City, particularly for no, low, and  
14 moderate income persons; and

15 WHEREAS, In Ordinance No. 57-16, enacted on April 22, 2016, the Board of  
16 Supervisors found that a significant number of persons within the City are without the ability to  
17 obtain shelter, and that the situation has resulted in a threat to the health and safety of those  
18 persons; and

19 WHEREAS, For that reason, and based on factual findings set forth in that ordinance,  
20 the Board of Supervisors declared the existence of a shelter crisis in the City and County of  
21 San Francisco in accordance with California Government Code Sections 8698 through  
22 8698.2; and

23 WHEREAS, In Ordinance No. 97-17, enacted May 17, 2017, the Board of Supervisors  
24 reaffirmed the findings of Ordinance No. 57-16, finding that a significant number of persons  
25



1 within the City continue to be without the ability to obtain shelter, and that the resulting threat  
2 to the health and safety of those persons continues; and

3 WHEREAS, For that reason, the Board found that the City needed to expeditiously  
4 award contracts to complete repairs or improvements to properties designated for navigation  
5 centers and/or temporary housing; and

6 WHEREAS, According to the January 2017 point in time homeless count there were  
7 7,499 people experiencing homelessness in San Francisco, a 2% increase from 2013; and

8 WHEREAS, Between 2015 and 2017 San Francisco saw a 31% increase in chronic  
9 homelessness; and

10 WHEREAS, The 2017 Point in Time Count found that 58% of the homeless population  
11 was unsheltered, 21% were under the age of 25 years, and 32% were over the age of 51  
12 years with attendant deteriorating physical health, deteriorating mental health; and

13 WHEREAS, In light of the state and local findings of a continued and worsening shelter  
14 crisis, the high and increased number of unsheltered individuals who often occupy public  
15 spaces and streets, and continued and worsening threats to the health and safety of those  
16 persons affected by the crisis, the Board finds that the City must continue to establish a  
17 citywide network of homeless services and sites to offer services including navigation centers  
18 in order to expeditiously offer resources to individuals experiencing homelessness; and

19 WHEREAS, The Board of Supervisors urges and supports the Directors of Public  
20 Works and the Department of Homelessness and Supportive housing in implementing the  
21 necessary emergency provisions needed to address the deteriorating health, safety and  
22 welfare conditions on the streets; and

23 RESOLVED, That the Board of Supervisors finds and determines that the foregoing  
24 recitals are true and correct; and, be it  
25

1 FURTHER RESOLVED, That the Board of Supervisors declares that there continues to  
2 be an ongoing emergency in providing emergency shelter for individuals experiencing  
3 homelessness; and be it

4 FURTHER RESOLVED, The Board of Supervisors authorizes and directs the Director  
5 of San Francisco Public Works to work with City departments including the Department of  
6 Homelessness and Supportive Housing and do any and all things necessary or advisable to  
7 construct, improve or repair facilities to provide resources for persons experiencing  
8 homelessness; and, be it

9 FURTHER RESOLVED, That the Director of San Francisco Public Works may enter  
10 into contracts to provide professional services and/or public works construction services to  
11 assist the City in the repair or improvement of facilities for persons experiencing  
12 homelessness, without adherence to the requirements of Administrative Code Chapters 6,  
13 12A, 12B, 12C, and Chapters 14B; and, be it

14 FURTHER RESOLVED, That the Director of the Department of Homelessness and  
15 Supportive Housing ("HSH") may enter into contracts for homeless services and to offer such  
16 services to protect the health, safety and welfare of individuals affected by homelessness and  
17 all San Francisco citizens in accordance with the requirements of Administrative Code Section  
18 21.15; and, be it

19 FURTHER RESOLVED, That within 30 days of any contract authorized by this  
20 resolution being fully executed by all parties, the Directors of San Francisco Public Works and  
21 HSH shall submit to the Clerk of the Board a completely executed copy of their Department's  
22 respective contracts for inclusion in File No. 171256; and, be it

23 FURTHER RESOLVED, That this resolution shall sunset at the time that a permanent  
24 emergency ordinance is enacted or on February 15, 2018, whichever comes first.  
25



City and County of San Francisco

Tails

Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 171256

Date Passed: December 12, 2017

Resolution declaring a homeless shelter emergency, and authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a); and the Director of the Department of Homelessness and Supportive Housing to contract for homeless services and to offer such services to protect the health, safety, and welfare of individuals affected by homelessness and all San Francisco citizens in accordance with the requirements in Administrative Code, Section 21.15.

December 11, 2017 Budget and Finance Committee - AMENDED

December 11, 2017 Budget and Finance Committee - RECOMMENDED AS AMENDED  
AS A COMMITTEE REPORT

December 12, 2017 Board of Supervisors - ADOPTED


Ayes: 9 - Breed, Farrell, Kim, Peskin, Ronen, Safai, Sheehy, Tang and Yee

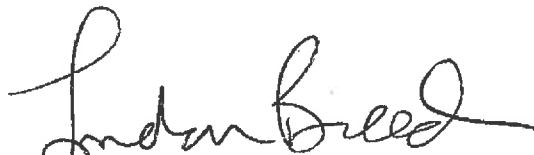
Noes: 1 - Cohen

Excused: 1 - Fewer

File No. 171256

I hereby certify that the foregoing  
Resolution was ADOPTED on 12/12/2017  
by the Board of Supervisors of the City and  
County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
Mayor

  
Date Approved



GENERAL - DIRECTOR'S OFFICE  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102  
(415) 554-6920 ■ [www.SFPublicWorks.org](http://www.SFPublicWorks.org)



**Mark Farrell, Mayor**  
**Mohammed Nuru, Director**

**Public Works Order No: 187034**

**CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS  
EMERGENCY DECLARED AND CONTRACT AWARDED**

A significant number of persons are without the ability to obtain shelter resulting in a situation causing a threat to the health and safety of those persons. **Board Resolution NO. 444-17, File NO. 171256 approved 12/15/17** declares a homeless shelter emergency authorizing the Director of Public Works to construct, improve, or repair facilities pursuant to Administrative Code, Section 6.60(a).

Therefore, **an Emergency is declared to exist** under the provisions of Section 6.60 of the San Francisco Administrative Code, and

Charles Pankow Builders, Ltd., A California Limited Partnership  
199 S. Los Robles Avenue, Suite 300  
Pasadena, CA 91101

is hereby awarded a contract with a not-to-exceed value of **\$130,000.00** to develop schematic design, design development, cost estimates, and other pre-construction services to further understand the scope, for the repair and improvement of facilities for persons experiencing homelessness.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting himself, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insured.

**Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage.

**Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation**, in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury or illness. Contractor is notified that in the event that Contractor employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject Contract.



**Professional Liability**, Contractor is notified that in the event that employs professional engineering services for performing engineering or preparing design calculations, plans and specifications, retained engineers to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under the subject contract.

This Order serves as the Notice to Proceed.

DISTRIBUTION:

Charles Pankow Builders, Ltd., A California Limited Partnership

BDC: [Ronald.Alameida@sfdpw.org](mailto:Ronald.Alameida@sfdpw.org); [Julia.laue@sfdpw.org](mailto:Julia.laue@sfdpw.org); [Andrew.Sohn@sfdpw.org](mailto:Andrew.Sohn@sfdpw.org); [Jumoke.Akin-Talor@sfdpw.org](mailto:Jumoke.Akin-Talor@sfdpw.org); [Nicolas.King@sfdpw.org](mailto:Nicolas.King@sfdpw.org);

Deputy Director: [Edgar.Lopez@sfdpw.org](mailto:Edgar.Lopez@sfdpw.org)

Public Affairs: [Jennifer.Blot@sfdpw.org](mailto:Jennifer.Blot@sfdpw.org)

K2Systems: [K2Systems@sfdpw.org](mailto:K2Systems@sfdpw.org)

Contract Admin: [ContractAdmin.Staff@sfdpw.org](mailto:ContractAdmin.Staff@sfdpw.org);

1/31/2018

2/6/2018

**X** Edgar Lopez

Lopez, Edgar  
Acting Department Head  
Signed by: Lopez, Edgar

**X** Mohammed Nuru

Nuru, Mohammed  
Mayor's Designee  
Signed by: Nuru, Mohammed



San Francisco Public Works  
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

**City and County of San Francisco  
San Francisco Public Works  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and**

Charles Pankow Builders, Ltd., A California Limited Partnership  
199 S. Los Robles Avenue, Suite 300  
Pasadena, CA 91101

This Agreement is made this 1st day of March, 2018, in the City and County of San Francisco, State of California, by and between Charles Pankow Builders, Ltd., A California Limited Partnership, 199 S. Los Robles Avenue, Suite 300, Pasadena, CA 91101 ("Contractor") and City.

**Recitals**

WHEREAS, the **San Francisco Public Works** ("Department") wishes to provide schematic design, design development, cost estimates, and other pre-construction services to further understand the scope, for the repair and improvement of facilities for persons experiencing homelessness; and

WHEREAS, San Francisco Public Works issued an award of Emergency Contract DPW Order #187,034 dated effective February 6, 2018; and,

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through its Director of San Francisco Public Works, hereinafter referred to as "Public Works".

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

1.4 "Contractor" or "Consultant" means Charles Pankow Builders, Ltd., A California Limited Partnership, 199 S. Los Robles Avenue, Suite 300, Pasadena, CA 91101.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

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

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

## **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall be 60 days from February 6, 2018, the date of the approval of Emergency Declaration 187,034, unless earlier terminated as otherwise provided herein.

## **Article 3 Financial Matters**

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has

no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

**3.2 Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

### **3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Public Works, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$130,000.00 (ONE HUNDRED AND THIRTY THOUSAND DOLLARS). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Public Works approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and



all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.5 Reserved. (LBE Payment and Utilization Tracking System)**

**3.3.6 Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

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

**3.5 Submitting False Claims; Remedies.** Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and

debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### **3.6 Prevailing Wages.**

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

3.6.2 The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the SFPUC Contract Administration Bureau, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

(a) As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

(b) As required by Section 1771.4 of the Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.

(c) As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

(d) The City will not process monthly progress payments which include payment for Covered Services until Contractor and each subcontractor performing Covered Services submits weekly certified payrolls to the City for the applicable time period. (Unless directed by the DIR to do so before then, effective January 2016, Contractor and each subcontractor performing Covered Services must also submit weekly certified payrolls directly to the DIR before the City will process monthly progress payments.) Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City (and, when applicable, to the DIR) electronically. Contractor shall submit payrolls to the City via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. (The DIR will specify how to submit certified payrolls to it.) The Contractor and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the PRS. Use of the PRS may require Contractor and applicable subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors that will perform Covered Services must attend the PRS training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

(e) Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the Office of Labor Standards Enforcement. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the Labor Standards

Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code.

(f) Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.

#### **Article 4 Services and Resources**

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

**4.1.1 Standard of Care for Design Professionals.** Contractor acknowledges and agrees that Contractor shall perform its services under this Agreement in accordance with the professional standard of care applicable to professionals providing similar services for projects of similar type, size and complexity in the San Francisco Bay Area.

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

**4.3 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B.

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

**4.4.1 Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this

liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

**4.5 Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.



(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

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

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

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

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

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

5.2 **Indemnification For Design Professionals.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

5.2.1 **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

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

## **Article 6 Liability of the Parties**

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



ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

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

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

**Article 7 Payment of Taxes**

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

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

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

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

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

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

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

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

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

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

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

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

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total

of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

## **8.2 Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

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

(iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.6	Dispute Resolution Procedure
6.1	Liability of City	11.7	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.8	Construction
Article 7	Payment of Taxes	11.9	Entire Agreement
8.1.6	Payment Obligation	11.10	Compliance with Laws
		11.11	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed

work which, if this Agreement had been completed, would have been required to be furnished to City.

## **Article 9 Rights In Deliverables**

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

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

## **Article 10 Additional Requirements Incorporated by Reference**

**10.1 Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [www.sfgov.org](http://www.sfgov.org) under "Government."

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

**10.3 Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which



prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

#### **10.4 Nondisclosure of Private, Proprietary or Confidential Information.**

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

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

#### **10.5 Nondiscrimination Requirements**

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

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

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 **Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter

12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

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

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation



on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**10.12 Reserved. (Slavery Era Disclosure)**

**10.13 Reserved. (Working with Minors)**

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

**10.15 Reserved. (Public Access to Nonprofit Records and Meetings)**

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

**10.17 Reserved. (Sugar-Sweetened Beverage Prohibition)**

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

**10.19 Reserved. (Preservative Treated Wood Products)**

**Article 11 General Provisions**

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

To City: San Francisco Public Works  
Contract Administration Division  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103

To Contractor: Charles Pankow Builders, Ltd., A California Limited Partnership  
199 S. Los Robles Avenue, Suite 300  
Pasadena, CA 91101  
Rebekah Thomson, Project Coordinator  
[rthomson@pankow.com](mailto:rthomson@pankow.com); (510) 851.7662

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

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

**11.3 Reserved. (Payment Card Industry ("PCI") Requirements).**

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

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

**11.5.1 Contract Modifications (Mods)** will be processed and approved electronically utilizing the Microsoft SharePoint© software. Participating contractors and consultants agree to execute Mods electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives

that will execute Mods complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic Modification approval system. Contractors and consultants shall also agree to immediately notify the City of any changes to authorized users of this Mod approval system.

#### **11.6 Dispute Resolution Procedure.**

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

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

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

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

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

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

**11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this

Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

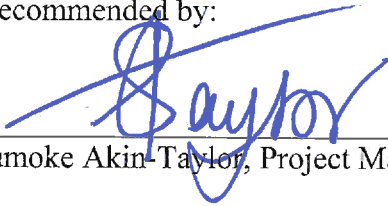
## **Article 12     MacBride And Signature**

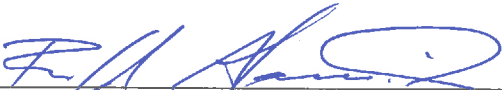
**12.1     MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies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

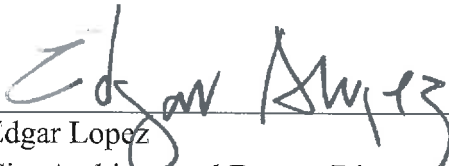
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

**CITY**

Recommended by:

  
Jumoke Akin-Taylor, Project Manager

  
Ronald Alameida, Division Manager

  
Edgar Lopez  
City Architect and Deputy Director

**CONTRACTOR**

Charles Pankow Builders, Ltd., A California  
Limited Partnership

  
Signature

Name:

BRET FIREBAUGH

Title:

REGIONAL VICE PRESIDENT

199 S. Los Robles Avenue, Suite 300  
Pasadena, CA 91101

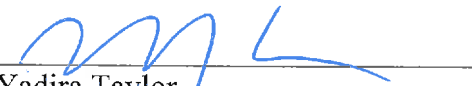
PeopleSoft Supplier ID#: 0000003348

Approved as to Form:

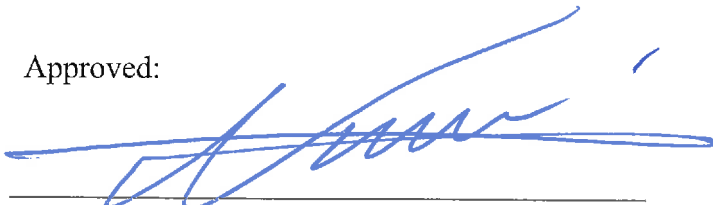
Dennis J. Herrera

City Attorney

By:

  
Yadira Taylor  
Deputy City Attorney

Approved:

  
Mohammed Nuru, Director of Public Works

**Appendices**

A: Scope of Services

B: Calculation of Charges

## **Appendix A Scope of Services**

### **1. Description of Services**

Contractor to provide preconstruction services and preliminary design services and other related services to further understand the development of project scopes for the repair and improvement of facilities for persons experiencing homelessness.

Preliminary design services will include, reviewing functional requirements to meet the goals of the City and County of San Francisco and satisfy their operational requirements. Conceptual designs will be developed to provide cost estimates and identify risk factors that may impact the projects.

Anticipated deliverables: Conceptual design, program validation documents, schematic design and design development as well as corresponding cost estimates.

Total estimated cost for the services not-to-exceed value of \$130,000.00.

**2. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

### **3. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the **San Francisco Public Works** will be Jumoke Akin-Taylor.

**Appendix B**  
**Calculation of Charges**

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

All billable staff rates including that of the subcontractor shall be fully burden to include labor, benefits, taxes, overhead, profit, health care benefit surcharge, minimum compensation accountability surcharge, call out surcharges, other surcharges, personnel protective equipment (PPE) for level D Protection, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, and ancillary charges.

Rates listed in the Agreement shall be one single rate reflecting 2017 billing rates. Consultant will only be allowed to escalate its 2017 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Works no more than once annually, on the anniversary of the last rate increase. Consultant must first submit a letter requesting the rate change, which must be approved by Public Works before revised rates may be invoiced. The billing rate for each listed individual may not exceed the lowest rate charged to any other government entity. The City reserves the right to audit material that allows for verification of the accuracy of project invoices (e.g. project billing records, accounting records, time sheets, etc).

All craft/trade positions that are under the purview of the California Department of Industrial Relations are required to be paid prevailing wage rates.

Administrative and clerical support services are considered part of overhead.

**Other Services and Charges**

The following rates shall apply for all other services, and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.

Services	Rates/Schedule
Subconsultant work (outside services)	Cost plus 5%
“Outside Firm”	

(i.e. laboratory analytical rates)	Cost plus 5%
Meal expenses	Not reimbursable.
Other Direct Costs	At cost.
Travel	Not reimbursable without prior agreement subject to the following:

- 1) Travel Within The Nine Bay Area Counties: Travel within the nine Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) between the Consultant's or subconsultant's office and Project Site shall be considered part of the Consultant's or subconsultant's overhead and will not be reimbursed by the City, regardless of the location of the Consultant's or subconsultant's regular work sites.
- 2) Required Travel Outside of the Nine Bay Area Counties: If the needs of the project require the Consultant or its subconsultants to travel outside of the nine Bay Area counties, and if agreed to in writing prior to initiation of work, the City will reimburse the Consultant for the actual travel expenses incurred to and from their regular work site(s) to the Project Site. If the Consultant or subconsultant maintains their regular work site(s) outside of the nine Bay Area counties, reimbursement will be limited to the lesser of (1) the actual expenses incurred to and from the regular work site, or (2) the equivalent travel expenses to and from San Francisco.
  - A. All travel must be approved in advance by the Contract Manager or Project Manager. Advanced travel approvals should include estimated amounts for the approval(s) being given.
  - B. The associated Travel Time will be similarly reimbursed for the lesser of (1) the actual travel time incurred to and from the regular work site, or (2) the equivalent travel time to and from San Francisco.
  - C. Mileage shall be subject to the Internal Revenue Service (IRS) standard mileage rate for business use of an automobile. No markup applies. This rate is subject to change, yearly.
  - D. For all travel within the continental United States, travel expenses will be reimbursed according to the federal maximum lodging rates by locality. Any exceptions to the Federal rates must be approved in advanced by the Contract Manager or Project Manager. Federal rates for lodging can be found at:  
<http://www.gsa.gov/> > Per Diem Rates



- E. Advanced travel approvals and receipts must be included in reimbursements requests. Minor discrepancies between the estimate and actual amounts may be approved by the Contract Manager or Project Manager at the time of payment request.
- F. Air travel fares shall be based and reimbursed on lowest Economy Class ticket prices and will be reimbursed based on actual expenditures.
- G. Taxi, shuttle, rail, and rental car fares will be reimbursed based on actual expenditures. Rail expenses shall be based on lowest Economy Class ticket prices (or equivalent.) Rental car expenses shall be based on the rate for either the Economy or Compact class of car or its equivalent. No upgrades on these forms of transportation will be reimbursed.
- H. Tolls and parking fees associated with approved travel will be reimbursed based on the actual cost.
- I. If public transportation is used, submit receipt/proof-of-purchase for approved travel.
- J. If travel arrangements are required, Consultant shall schedule arrangements once notified to ensure the most economical rate.

### **Equipment Rental**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) Compensation for equipment rentals (not itemized in the Calculation of Charges) shall be paid for at the rates listed in the Labor Surcharge and Equipment Rental Rates (<http://www.dot.ca.gov/hq/construc/equipmnt.html>) issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program, if listed, plus a 5% mark up. The equipment rental rates shall be based on date of proposal. A copy of the relevant section(s) of the Rental Rates shall be included in the reimbursement request.
- 2) Compensation for equipment rentals (not itemized in the Calculation of Charges as well as not listed in the Labor Surcharge and Equipment Rental Rates issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program) shall be paid for at the rates negotiated and listed in the individual task proposal, plus a 5% mark up.

### **Equipment Owned**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) The Contractor shall not be compensated for usage of equipment it owns. This cost shall be absorbed as part of its overhead.
- 2) If the Contractor owns its own laboratory, it will not be allowed to add on the 5% mark up.

### **Equipment Purchase**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) If equipment is needed to be purchased for a project, and the Contractor will invoice the City for it, then DPW will develop specifications for the equipment. DPW will work with the City's Office of Contract Administration (OCA) on review and approval of the specifications and the procurement of the equipment. The Contractor shall comply with the guidelines of DPW and OCA before purchasing the equipment. Such equipment may be used by the Contractor to conduct requested services, e.g., sampling for environmental testing. The equipment must be returned to the City at the end of the contract term, since the City paid for the equipment.

### **Non-Reimbursable Items**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) The City will not approve payment of ancillary charges. These items are considered part of work to perform the job. These costs are considered to be included in the billing rate of staff. These costs include, but are not limited to:
  - Blackberries, iPhones, other Cell phones
  - Cameras
  - Cell calls and faxes
  - Mail, express mail
  - Computers
  - Internet gateways, FTP sites or data file transfer services
  - Normal Office Copies
  - First aid kits
  - Office equipment

- Office supplies
- PDAs, iPads, tablets
- Photocopiers
- Respirators
- Safety equipment
- Training
- Medical exams, health and safety plan for its employees,
- Telephones, calls
- Tools

**City and County of San Francisco  
San Francisco Public Works  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and**

**Charles Pankow Builders, Ltd., A California Limited Partnership  
199 S. Los Robles Avenue, Suite 300  
Pasadena, CA 91101**

This Agreement is made this 1st day of March, 2018, in the City and County of San Francisco, State of California, by and between Charles Pankow Builders, Ltd., A California Limited Partnership, 199 S. Los Robles Avenue, Suite 300, Pasadena, CA 91101 ("Contractor") and City.

**Recitals**

WHEREAS, the **San Francisco Public Works** ("Department") wishes to provide schematic design, design development, cost estimates, and other pre-construction services to further understand the scope, for the repair and improvement of facilities for persons experiencing homelessness; and

WHEREAS, San Francisco Public Works issued an award of Emergency Contract DPW Order #187,034 dated effective February 6, 2018; and,

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

Now, THEREFORE, the parties agree as follows:

**Article 1      Definitions**

The following definitions apply to this Agreement:

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

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through its Director of San Francisco Public Works, hereinafter referred to as "Public Works".

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

1.4 "Contractor" or "Consultant" means Charles Pankow Builders, Ltd., A California Limited Partnership, 199 S. Los Robles Avenue, Suite 300, Pasadena, CA 91101.

1.5 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.6 "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

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

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

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

## **Article 2 Term of the Agreement**

2.1 The term of this Agreement shall be 60 days from February 6, 2018, the date of the approval of Emergency Declaration 187,034, unless earlier terminated as otherwise provided herein.

## **Article 3 Financial Matters**

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has

no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

**3.2 Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

**3.3 Compensation.**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Public Works, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed \$130,000.00 (ONE HUNDRED AND THIRTY THOUSAND DOLLARS). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments except as set forth in Administrative Code Section 6.22(j).

**3.3.2 Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Public Works approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

**3.3.3 Withhold Payments.** If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and

all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

**3.3.5 Reserved. (LBE Payment and Utilization Tracking System)**

**3.3.6 Getting paid for goods and/or services from the City.**

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit [www.sfgov.org/ach](http://www.sfgov.org/ach).

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

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

**3.5 Submitting False Claims; Remedies.** Pursuant to Article V of Chapter 6 of the San Francisco Administrative Code, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim may be subject to monetary penalties, investigation and prosecution and may be declared an irresponsible bidder or an unqualified consultant and

debarred as set forth in that Article. A contractor, subcontractor, supplier, consultant or sub consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor, supplier, consultant or subconsultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

### 3.6 Prevailing Wages.

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

3.6.2 The latest prevailing wage rates for private employment on public contracts as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement. Copies of the prevailing wage rates as fixed and determined by the Board of Supervisors are available from the SFPUC Contract Administration Bureau, and are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the Board, to all workers employed by Contractor who perform Covered Services under this Agreement. Contractor further agrees as follows:

(a) As required by Section 6.22(e)(5) of the Administrative Code, Contractor shall insert in every subcontract or other arrangement, which it may make for the performance of Covered Services under this Agreement, a provision that said subcontractor shall pay to all persons performing labor in connection with Covered Services under said subcontract or other arrangement not less than the highest general prevailing rate of wages as fixed and determined by the Board of Supervisors for such labor or services.

(b) As required by Section 1771.4 of the Labor Code, Contractor shall post job site notices prescribed by the California Department of Industrial Relations ("DIR") at all job sites where Covered Services are to be performed.



(c) As required by Section 6.22(e)(6) of the Administrative Code and Section 1776 of the Labor Code, Contractor shall keep or cause to be kept complete and accurate payroll records for all trade workers performing Covered Services. Such records shall include the name, address and social security number of each worker who provided Covered Services on the project, including apprentices, his or her classification, a general description of the services each worker performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid. Every subcontractor who shall undertake the performance of any part of Covered Services shall keep a like record of each person engaged in the execution of Covered Services under the subcontract. All such records shall at all times be available for inspection of and examination by the City and its authorized representatives and the DIR.

(d) The City will not process monthly progress payments which include payment for Covered Services until Contractor and each subcontractor performing Covered Services submits weekly certified payrolls to the City for the applicable time period. (Unless directed by the DIR to do so before then, effective January 2016, Contractor and each subcontractor performing Covered Services must also submit weekly certified payrolls directly to the DIR before the City will process monthly progress payments.) Certified payrolls shall be prepared pursuant to Administrative Code Section 6.22(e)(6) and California Labor Code Section 1776 for the period involved for all employees, including those of subcontractors, who performed labor in connection with Covered Services. Contractor and each subcontractor performing Covered Services shall submit certified payrolls to the City (and, when applicable, to the DIR) electronically. Contractor shall submit payrolls to the City via the Project Reporting System ("PRS") selected by the City, an Internet-based system accessible on the World Wide Web through a web browser. (The DIR will specify how to submit certified payrolls to it.) The Contractor and each subcontractor that will perform Covered Services will be assigned a log-on identification and password to access the PRS. Use of the PRS may require Contractor and applicable subcontractors to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software. The City will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors that will perform Covered Services must attend the PRS training session. Contractor and applicable subcontractors shall comply with electronic certified payroll requirements (including training) at no additional cost to the City.

(e) Covered Services to be performed under this Agreement are subject to compliance monitoring and enforcement of prevailing wage requirements by the DIR and /or the Office of Labor Standards Enforcement. Contractor and any subcontractors performing Covered Services will cooperate fully with the DIR and/or the Labor Standards

Enforcement Officer and other City employees and agents authorized to assist in the administration and enforcement of the prevailing wage requirements, and agrees to take the specific steps and actions as required by Section 6.22(e)(7) of the Administrative Code.

(f) Should Contractor, or any subcontractor who shall undertake the performance of any Covered Services, fail or neglect to pay to the persons who perform Covered Services under this Contract, subcontract or other arrangement for the Covered Services, the general prevailing rate of wages as herein specified, Contractor shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, Contractor and the subcontractor shall jointly and severally forfeit, back wages due plus the penalties set forth in Administrative Code Section 6.22 (e) and/or Labor Code Section 1775. The City, when certifying any payment which may become due under the terms of this Agreement, shall deduct from the amount that would otherwise be due on such payment the amount of said forfeiture or forfeitures as so certified.

#### **Article 4 Services and Resources**

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

**4.1.1 Standard of Care for Design Professionals.** Contractor acknowledges and agrees that Contractor shall perform its services under this Agreement in accordance with the professional standard of care applicable to professionals providing similar services for projects of similar type, size and complexity in the San Francisco Bay Area.

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

**4.3 Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed in Appendix B.

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

**4.4.1 Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**4.4.2 Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this

liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

**4.5 Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

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

## **Article 5 Insurance and Indemnity**

### **5.1 Insurance.**

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

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

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

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

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

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

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

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

**5.2 Indemnification For Design Professionals.** To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

**5.2.1 Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnatee or the contractors of any Indemnatee.

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

## **Article 6 Liability of the Parties**

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



ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT

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

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

**Article 7 Payment of Taxes**

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

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

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

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

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

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

## **Article 8 Termination and Default**

### **8.1 Termination for Convenience**

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total



of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

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

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

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

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

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

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

## **8.2 Termination for Default; Remedies.**

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

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

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

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

(iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.6	Dispute Resolution Procedure
6.1	Liability of City	11.7	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.8	Construction
Article 7	Payment of Taxes	11.9	Entire Agreement
8.1.6	Payment Obligation	11.10	Compliance with Laws
		11.11	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed

work which, if this Agreement had been completed, would have been required to be furnished to City.

## **Article 9      Rights In Deliverables**

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

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

## **Article 10      Additional Requirements Incorporated by Reference**

**10.1      Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at [www.sfgov.org](http://www.sfgov.org) under "Government."

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

**10.3      Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which

prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

#### **10.4 Nondisclosure of Private, Proprietary or Confidential Information.**

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

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

#### **10.5 Nondiscrimination Requirements**

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

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

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

10.7 **Minimum Compensation Ordinance.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter

12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

**10.8 Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

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

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

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation



on contributions imposed by Section 1,126 and provide the names of the persons required to be informed to City.

**10.12 Reserved. (Slavery Era Disclosure)**

**10.13 Reserved. (Working with Minors)**

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

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

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

**10.15 Reserved. (Public Access to Nonprofit Records and Meetings)**

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

**10.17 Reserved. (Sugar-Sweetened Beverage Prohibition)**

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

**10.19 Reserved. (Preservative Treated Wood Products)**

**Article 11 General Provisions**

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

To City: San Francisco Public Works  
Contract Administration Division  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103

To Contractor: Charles Pankow Builders, Ltd., A California Limited Partnership  
199 S. Los Robles Avenue, Suite 300  
Pasadena, CA 91101  
Rebekah Thomson, Project Coordinator  
[rthomson@pankow.com](mailto:rthomson@pankow.com); (510) 851.7662

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

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

**11.3 Reserved. (Payment Card Industry ("PCI") Requirements).**

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

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

**11.5.1 Contract Modifications (Mods)** will be processed and approved electronically utilizing the Microsoft SharePoint© software. Participating contractors and consultants agree to execute Mods electronically after, 1) executing a Confidentiality Agreement provided by the City on behalf of its company, 2) having all authorized company representatives



that will execute Mods complete training on using this electronic approval system (training to be provided by the City at no expense to contractors and consultants), and 3) submitting a completed executed User Access Setup form for each company representative using the electronic Modification approval system. Contractors and consultants shall also agree to immediately notify the City of any changes to authorized users of this Mod approval system.

**11.6 Dispute Resolution Procedure.**

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

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

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

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

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

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

**11.12 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this

Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**Article 12     MacBride And Signature**

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

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

**CITY**

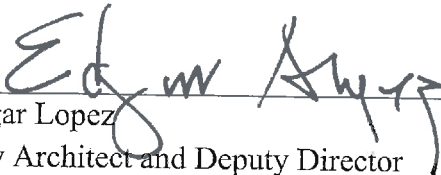
Recommended by:



Jumoke Akin-Taylor, Project Manager



Ronald Alameida, Division Manager



Edgar Lopez  
City Architect and Deputy Director

Approved as to Form:

Dennis J. Herrera

City Attorney

By:



Yadira Taylor  
Deputy City Attorney

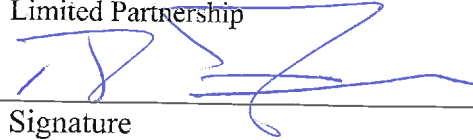
Approved:



Mohammed Nuru, Director of Public Works

**CONTRACTOR**

Charles Pankow Builders, Ltd., A California  
Limited Partnership



Signature

Name:

BRET FIREBAUGH

Title:

REGIONAL VICE PRESIDENT

199 S. Los Robles Avenue, Suite 300  
Pasadena, CA 91101

PeopleSoft Supplier ID#: 0000003348

**Appendices**

A: Scope of Services

B: Calculation of Charges

## **Appendix A Scope of Services**

### **1. Description of Services**

Contractor to provide preconstruction services and preliminary design services and other related services to further understand the development of project scopes for the repair and improvement of facilities for persons experiencing homelessness.

Preliminary design services will include, reviewing functional requirements to meet the goals of the City and County of San Francisco and satisfy their operational requirements. Conceptual designs will be developed to provide cost estimates and identify risk factors that may impact the projects.

Anticipated deliverables: Conceptual design, program validation documents, schematic design and design development as well as corresponding cost estimates.

Total estimated cost for the services not-to-exceed value of \$130,000.00.

**2. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

### **3. Department Liaison**

In performing the Services provided for in this Agreement, Contractor's liaison with the **San Francisco Public Works** will be Jumoke Akin-Taylor.

**Appendix B**  
**Calculation of Charges**

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

All billable staff rates including that of the subcontractor shall be fully burden to include labor, benefits, taxes, overhead, profit, health care benefit surcharge, minimum compensation accountability surcharge, call out surcharges, other surcharges, personnel protective equipment (PPE) for level D Protection, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, and ancillary charges.

Rates listed in the Agreement shall be one single rate reflecting 2017 billing rates. Consultant will only be allowed to escalate its 2017 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Works no more than once annually, on the anniversary of the last rate increase. Consultant must first submit a letter requesting the rate change, which must be approved by Public Works before revised rates may be invoiced. The billing rate for each listed individual may not exceed the lowest rate charged to any other government entity. The City reserves the right to audit material that allows for verification of the accuracy of project invoices (e.g. project billing records, accounting records, time sheets, etc).

All craft/trade positions that are under the purview of the California Department of Industrial Relations are required to be paid prevailing wage rates.

Administrative and clerical support services are considered part of overhead.

**Other Services and Charges**

The following rates shall apply for all other services, and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.

Services	Rates/Schedule
Subconsultant work (outside services)	Cost plus 5%
“Outside Firm”	

(i.e. laboratory analytical rates)	Cost plus 5%
Meal expenses	Not reimbursable.
Other Direct Costs	At cost.
Travel	Not reimbursable without prior agreement subject to the following:

- 1) Travel Within The Nine Bay Area Counties: Travel within the nine Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma) between the Consultant's or subconsultant's office and Project Site shall be considered part of the Consultant's or subconsultant's overhead and will not be reimbursed by the City, regardless of the location of the Consultant's or subconsultant's regular work sites.
- 2) Required Travel Outside of the Nine Bay Area Counties: If the needs of the project require the Consultant or its subconsultants to travel outside of the nine Bay Area counties, and if agreed to in writing prior to initiation of work, the City will reimburse the Consultant for the actual travel expenses incurred to and from their regular work site(s) to the Project Site. If the Consultant or subconsultant maintains their regular work site(s) outside of the nine Bay Area counties, reimbursement will be limited to the lesser of (1) the actual expenses incurred to and from the regular work site, or (2) the equivalent travel expenses to and from San Francisco.
  - A. All travel must be approved in advance by the Contract Manager or Project Manager. Advanced travel approvals should include estimated amounts for the approval(s) being given.
  - B. The associated Travel Time will be similarly reimbursed for the lesser of (1) the actual travel time incurred to and from the regular work site, or (2) the equivalent travel time to and from San Francisco.
  - C. Mileage shall be subject to the Internal Revenue Service (IRS) standard mileage rate for business use of an automobile. No markup applies. This rate is subject to change, yearly.
  - D. For all travel within the continental United States, travel expenses will be reimbursed according to the federal maximum lodging rates by locality. Any exceptions to the Federal rates must be approved in advanced by the Contract Manager or Project Manager. Federal rates for lodging can be found at:  
<http://www.gsa.gov/> > Per Diem Rates

- E. Advanced travel approvals and receipts must be included in reimbursements requests. Minor discrepancies between the estimate and actual amounts may be approved by the Contract Manager or Project Manager at the time of payment request.
- F. Air travel fares shall be based and reimbursed on lowest Economy Class ticket prices and will be reimbursed based on actual expenditures.
- G. Taxi, shuttle, rail, and rental car fares will be reimbursed based on actual expenditures. Rail expenses shall be based on lowest Economy Class ticket prices (or equivalent.) Rental car expenses shall be based on the rate for either the Economy or Compact class of car or its equivalent. No upgrades on these forms of transportation will be reimbursed.
- H. Tolls and parking fees associated with approved travel will be reimbursed based on the actual cost.
- I. If public transportation is used, submit receipt/proof-of-purchase for approved travel.
- J. If travel arrangements are required, Consultant shall schedule arrangements once notified to ensure the most economical rate.

### **Equipment Rental**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) Compensation for equipment rentals (not itemized in the Calculation of Charges) shall be paid for at the rates listed in the Labor Surcharge and Equipment Rental Rates (<http://www.dot.ca.gov/hq/construc/equipmnt.html>) issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program, if listed, plus a 5% mark up. The equipment rental rates shall be based on date of proposal. A copy of the relevant section(s) of the Rental Rates shall be included in the reimbursement request.
- 2) Compensation for equipment rentals (not itemized in the Calculation of Charges as well as not listed in the Labor Surcharge and Equipment Rental Rates issued by the State of California, Business Transportation, and Housing Agency, Department of Transportation (Caltrans) Construction Program) shall be paid for at the rates negotiated and listed in the individual task proposal, plus a 5% mark up.

### **Equipment Owned**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) The Contractor shall not be compensated for usage of equipment it owns. This cost shall be absorbed as part of its overhead.
- 2) If the Contractor owns its own laboratory, it will not be allowed to add on the 5% mark up.

### **Equipment Purchase**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) If equipment is needed to be purchased for a project, and the Contractor will invoice the City for it, then DPW will develop specifications for the equipment. DPW will work with the City's Office of Contract Administration (OCA) on review and approval of the specifications and the procurement of the equipment. The Contractor shall comply with the guidelines of DPW and OCA before purchasing the equipment. Such equipment may be used by the Contractor to conduct requested services, e.g., sampling for environmental testing. The equipment must be returned to the City at the end of the contract term, since the City paid for the equipment.

### **Non-Reimbursable Items**

**The following shall apply and remain in effect throughout the term of the contract for both the Contractor and all levels of sub Contractors.**

- 1) The City will not approve payment of ancillary charges. These items are considered part of work to perform the job. These costs are considered to be included in the billing rate of staff. These costs include, but are not limited to:
  - Blackberries, iPhones, other Cell phones
  - Cameras
  - Cell calls and faxes
  - Mail, express mail
  - Computers
  - Internet gateways, FTP sites or data file transfer services
  - Normal Office Copies
  - First aid kits
  - Office equipment



- Office supplies
- PDAs, iPads, tablets
- Photocopiers
- Respirators
- Safety equipment
- Training
- Medical exams, health and safety plan for its employees,
- Telephones, calls
- Tools



• SAN FRANCISCO



BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

[ 2017 ANNUAL REPORT ]

• OAKLAND

# *Envision Deliver Protect*

FIG.4.3.2

37° 48' 29.3504"  
-122° 28' 35.2106"

• PALO ALTO



[ OUR JURISDICTION ]





# View From the Top

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 18 PM 2:51  
BY AK



## LETTER FROM THE EXECUTIVE OFFICER

2017 was a year of progress in the face of adversity. From new obstacles to environmental protections at the federal level, changes at the state level and increasing effects of our changing climate, the Bay Area Air District forged ahead with our innovative vision for a sustainable future. We passed the most health-protective toxics regulation in the nation, Rule 11-18, and launched the *Spare the Air, Cool the Climate* Clean Air Plan for a 2050 post-carbon Bay Area.

The Air District played a key role supporting the region with important health advisories during the North Bay wildfires. We supported first responders with weather and smoke information, supported Sonoma and Napa counties with health advisories and delivered 40,000 N95 masks for residents suffering in those counties. As the effects of our changing climate become more pronounced, the Air District is stepping up its efforts to protect public health through its wildfire response efforts.

Our new Technology Implementation Office will serve as a catalyst for innovative technologies in the field of GHG emission reductions. Through our climate protection grants which will launch next year, we look forward to partnering with local communities and public agencies with incentives for a post-carbon future.

California has always been on the cutting edge of environmental protection. The Bay Area Air District is proud to follow in that tradition through its determination and vision of a clean air future.

**Jack P. Broadbent**

Executive Officer  
Air Pollution Control Officer



# Protecting Our Planet

## 2017 ACCOMPLISHMENTS

Key projects and the results from the Air District's health-protective work over the past year.

2017 was another year of innovation and progress in air quality and climate protection. With the adoption of the *Spare the Air, Cool the Climate 2017 Clean Air Plan* early in the year, the Air District laid out a plan for the Bay Area to become a post-carbon region by 2050.

This bold vision of sustainability led to the development of the *Bay Area Solar Photovoltaic Ordinance Toolkit*, a tool for local governments to enable the adoption of rooftop solar and the transition to zero-net energy. Projects to further *decarbonize the energy system* will continue through 2018 with ongoing *EV charging grants* and incentives and support for local *Community Choice Energy* programs.



- The Bay Area Air District launched the **Technology Implementation Office** in 2017 to serve as a catalyst for innovation by incentivizing disruptive, low-cost technologies that combat climate change by reducing GHG emissions from both mobile and stationary emission sources.

Working to further protect public health from air toxics, the Air District developed and the board adopted **Regulation 11, Rule 18: Reduction of Risk from Air Toxic Emissions at Existing Facilities**. This new regulation is the most health protective of its kind in the nation, which will reduce toxic air emissions from facilities ranging in size from large-scale factories and oil refineries to smaller operations like back-up generators and gas stations.

In collaboration with UC Davis, the Air District conducted a methane study by airplane over a variety of types of methane sources in the Bay Area region, including landfills, refineries, sewage treatment plants, and dairies, and found higher levels of methane than were previously reported from some source types. These findings will help support new methane rule development strategies.



/// Fig.2.1

A clear view of downtown Oakland





/// Fig.2.2

MODIS satellite image  
Thursday 10.12.2017

**40,000**

N-95 particulate  
masks distributed  
in North Bay  
communities

➤ During the tragic [North Bay wildfires](#) in Napa and Sonoma counties, the Air District played a critical role providing smoke-related health advisories through the media and social media, responding to thousands of questions from the public, distributing 40,000 N-95 particulate masks in North Bay communities, and deploying temporary air monitors in Napa and Sonoma counties to provide localized air quality data. In light of the increasing severity and frequency of wildfire incidents due to our changing climate, the Air District is working on [improvements to its response plans](#) for the coming year, including grants for [clean energy](#) and [sustainable housing solutions](#) for those rebuilding in the communities affected by the wildfires.



In 2018, the Air District will launch an exciting **Climate Protection Grant Program** to help further the vision of *Spare the Air, Cool the Climate*.

37.7749° N,  
122.4194° W

Throughout 2017, the Air District worked in close collaboration with the environmental justice community on [Regulation 12, Rule 16: Petroleum Refining Facility-Wide Emissions Limits](#). The Air District was unable to find a solution to make the rule both health protective and enforceable in large part due to changes in the Air District's regulatory power over GHG emissions mandated by the recently-adopted state Assembly Bill 398.

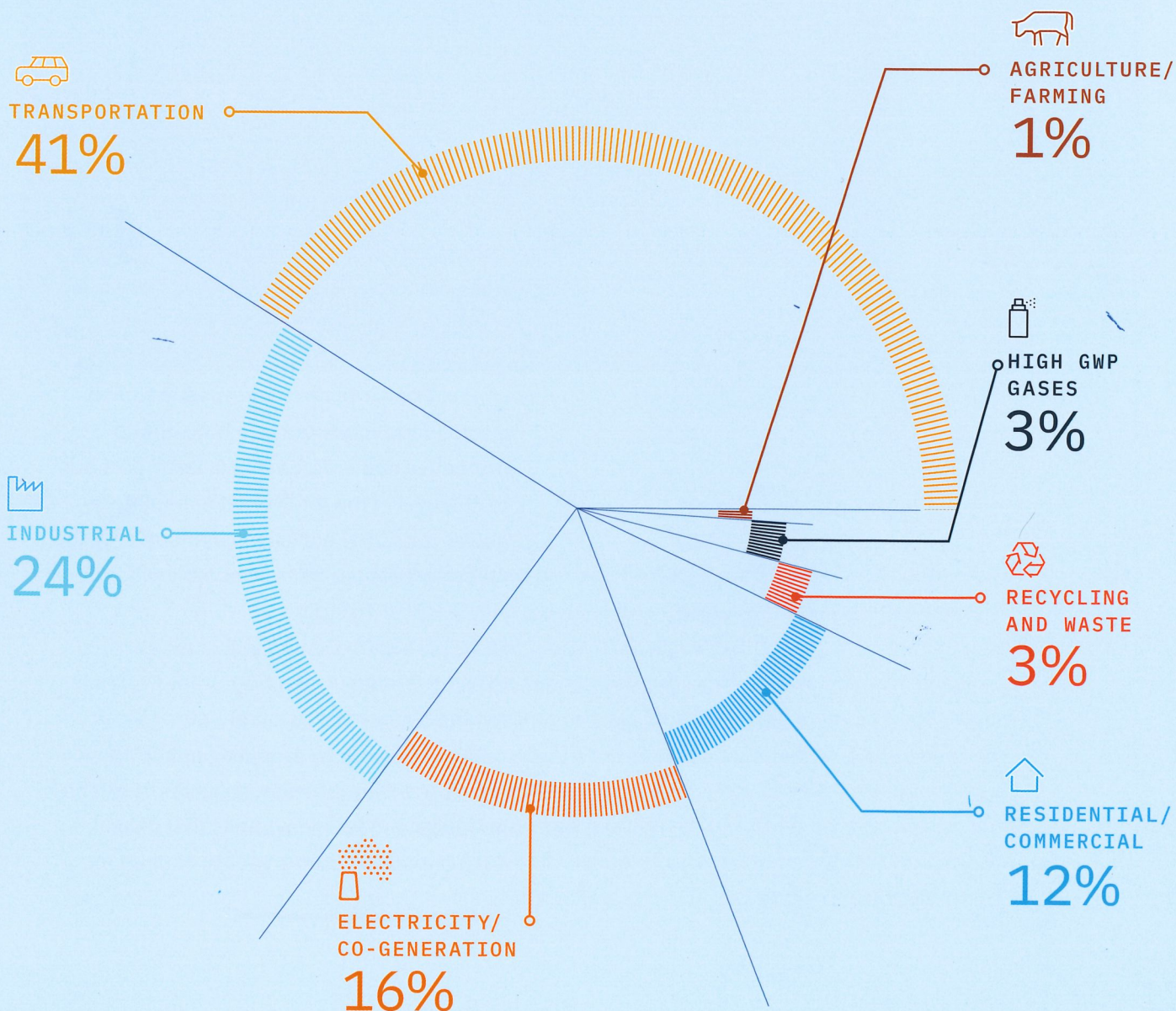
In 2018, the Air District will launch an exciting [Climate Protection Grant Program](#) to help further the vision of *Spare the Air, Cool the Climate* by providing public agency grants to lower greenhouse gases in existing buildings and for innovations that lower GHG emissions from a variety of sources.



## SOURCES OF BAY AREA POLLUTION

The largest source of greenhouse gas (GHG) emissions and ozone pollution in the Bay Area is traffic. During the winter months, shifting weather patterns and colder temperatures cause wood smoke to become the largest source of air pollution.

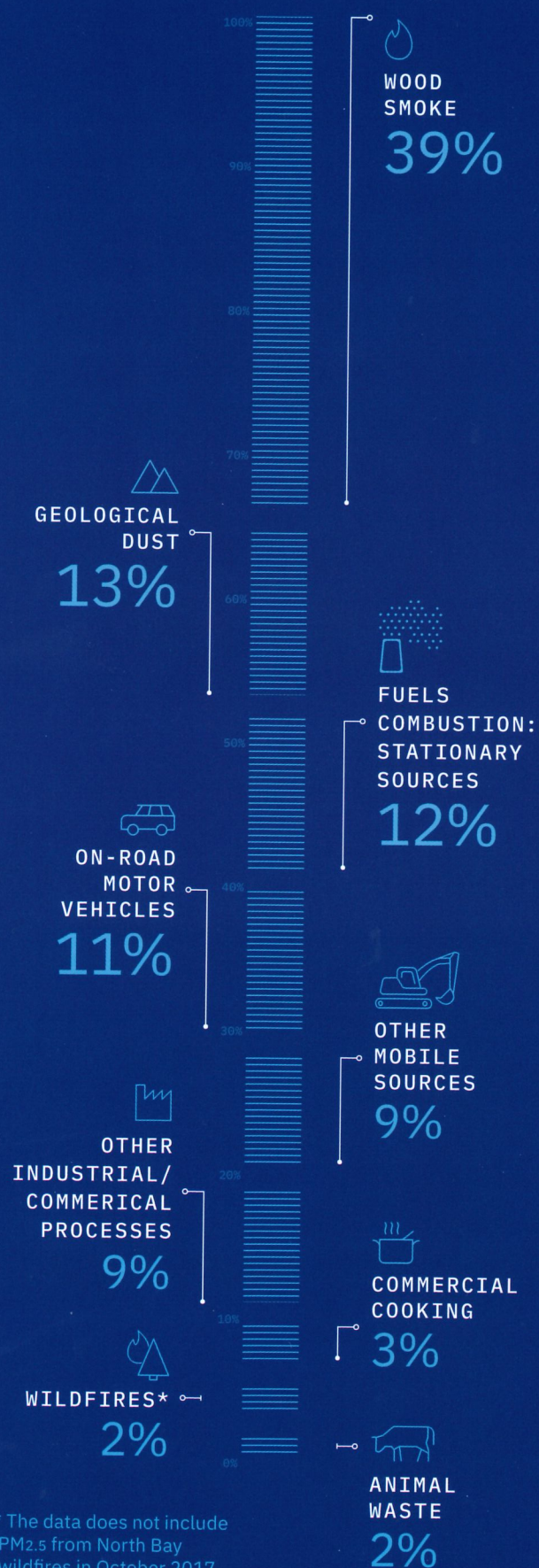
### BAY AREA SOURCES OF GREENHOUSE GAS EMISSIONS





## WINTER SOURCES

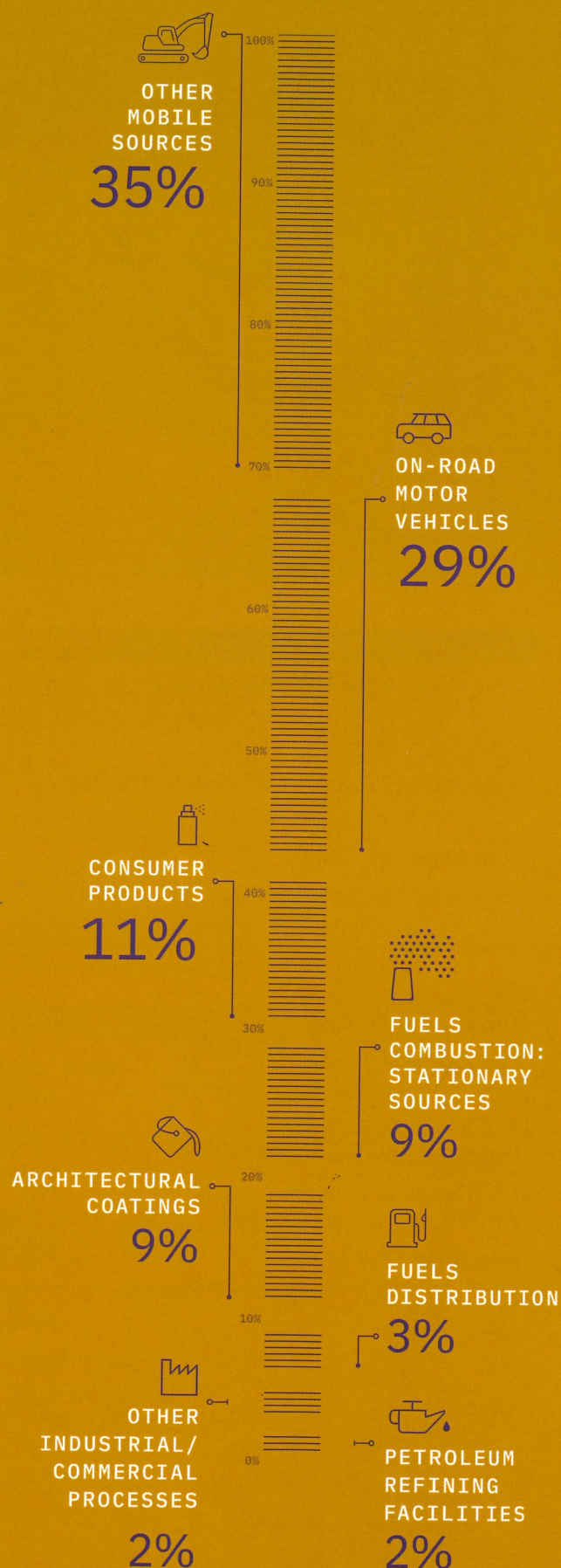
[OF BAY AREA FINE PARTICULATE POLLUTION]



\* The data does not include PM<sub>2.5</sub> from North Bay wildfires in October 2017.

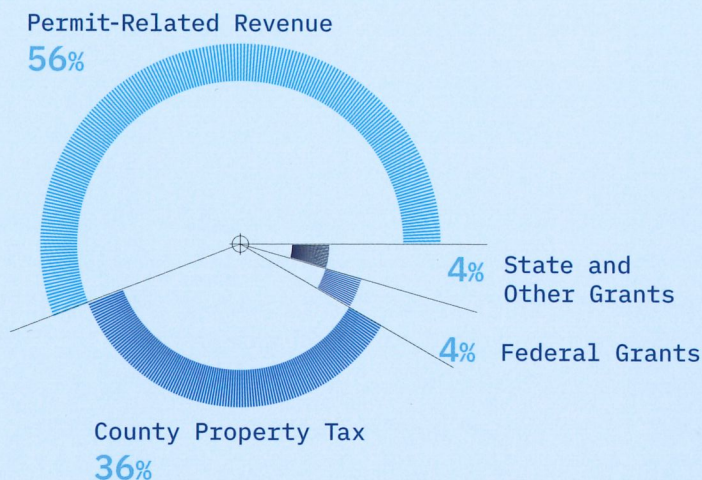
## SUMMER SOURCES

[OF BAY AREA OZONE-FORMING POLLUTANTS]

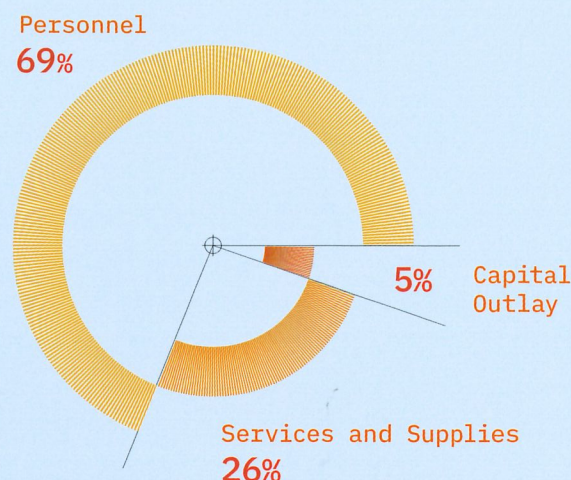




## 2017 REVENUE



## 2017 EXPENDITURE



## RULEMAKING ACTIVITY

### 2017 RULES ADOPTED OR AMENDED

#### JUNE 21, 2017

Regulation 3: Fees – amendments adopted

#### NOVEMBER 15, 2017

Regulation 11, Rule 18: Reduction of Risk from Air Toxic Emissions at Existing Facilities

#### DECEMBER 6, 2017

### PERMITTING RULES

Regulation 2, Rule 1:  
Permits – General Requirements

Regulation 2, Rule 2:  
Permits – New Source Review

Regulation 2, Rule 4:  
Permits – Emissions Banking

Regulation 2, Rule 6:  
Permits – Major Facility Review

## 2017 EXCEEDANCES OF AIR QUALITY STANDARDS

### OZONE

Days over National 8-Hour Standard	6
Days over California 1-Hour Standard	6
Days over California 8-Hour Standard	6

### PARTICULATE MATTER

Days over National 24-Hour PM <sub>10</sub> Standard	0
Days over California 24-Hour PM <sub>10</sub> Standard	6*
*5 exceedance days due to wildfires	
Days over National 24-Hour PM <sub>2.5</sub> Standard	18*
*14 exceedance days due to wildfires	

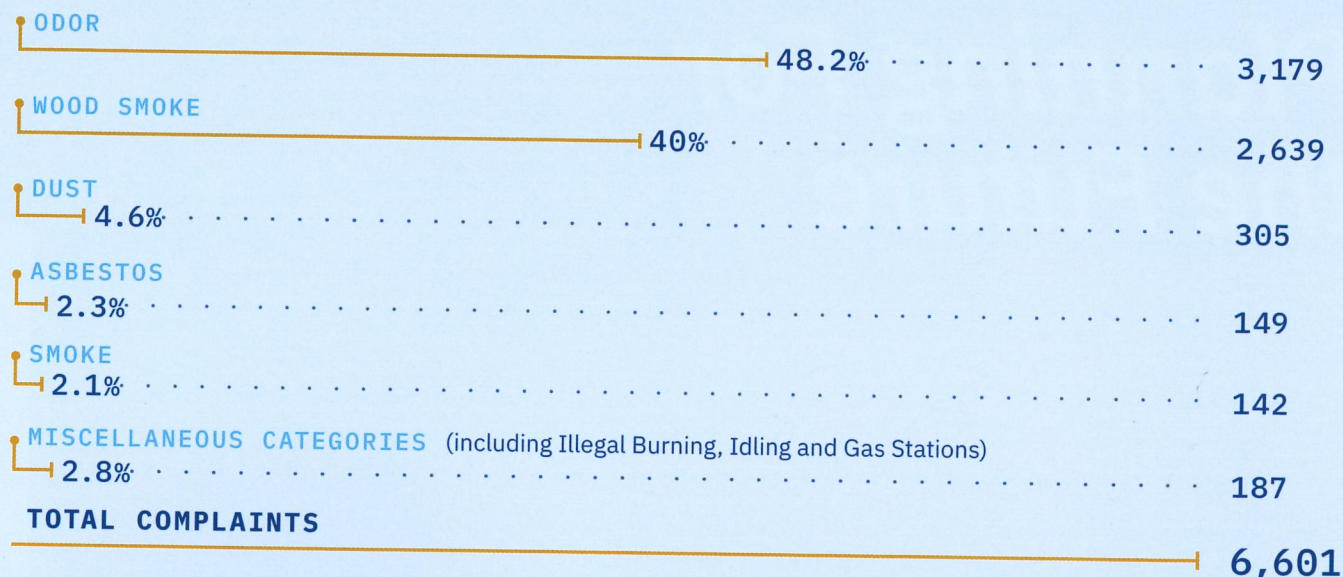
## COMPLIANCE AND ENFORCEMENT ACTIVITY

### 2017 COMPLIANCE INSPECTIONS

Source Inspections	7,658
Air Pollution Complaints (Excluding Smoking Vehicles)	4,870
Gasoline-Dispensing Facility Inspections	1,443
Asbestos Inspections	2,244
Naturally-Occurring Asbestos Inspections	1,174
Reportable Compliance Activities	415
Diesel Compliance and Grant Inspections	1,916
<b>TOTAL</b>	<b>19,720</b>



## AIR POLLUTION COMPLAINT CATEGORIES



## PERMITTING ACTIVITY

### BAY AREA PERMITTED FACILITIES

Refineries	5
Major Facilities Excluding Refineries	80
Gasoline Dispensing Facilities	2,329
All Other Facilities	8,312
<b>TOTAL</b>	<b>10,726</b>

PERMITTED DEVICES AND OPERATIONS 24,039

### NEW PERMIT APPLICATIONS

Major Source Review (Title V)	64
New Source Review (NSR)	1,056
<b>TOTAL</b>	<b>1,120</b>

### HEALTH RISK SCREENING ANALYSES

Diesel Engines	133
Gasoline Dispensing	13
Other Commercial/Industrial	61
<b>TOTAL</b>	<b>207</b>

## 2017 CIVIL PENALTIES AND VIOLATIONS

2017 Civil Penalties:	\$1,833,715
Violations Resolved with Penalties:	540

## LABORATORY—2017 Samples Analyzed in the Lab

Provides information about emissions in ambient air.  
Helps to identify area for further reductions.

PM*	3,781
Toxics	803
Source-Oriented Analyses	10
Interagency projects	38
<b>TOTAL</b>	<b>4,632</b>

\*Accounts for PM10 and PM2.5 samples; includes completion of 2016 analysis backlogs encountered due to District move

## SOURCE TEST ACTIVITY—2017 Number of Source Tests

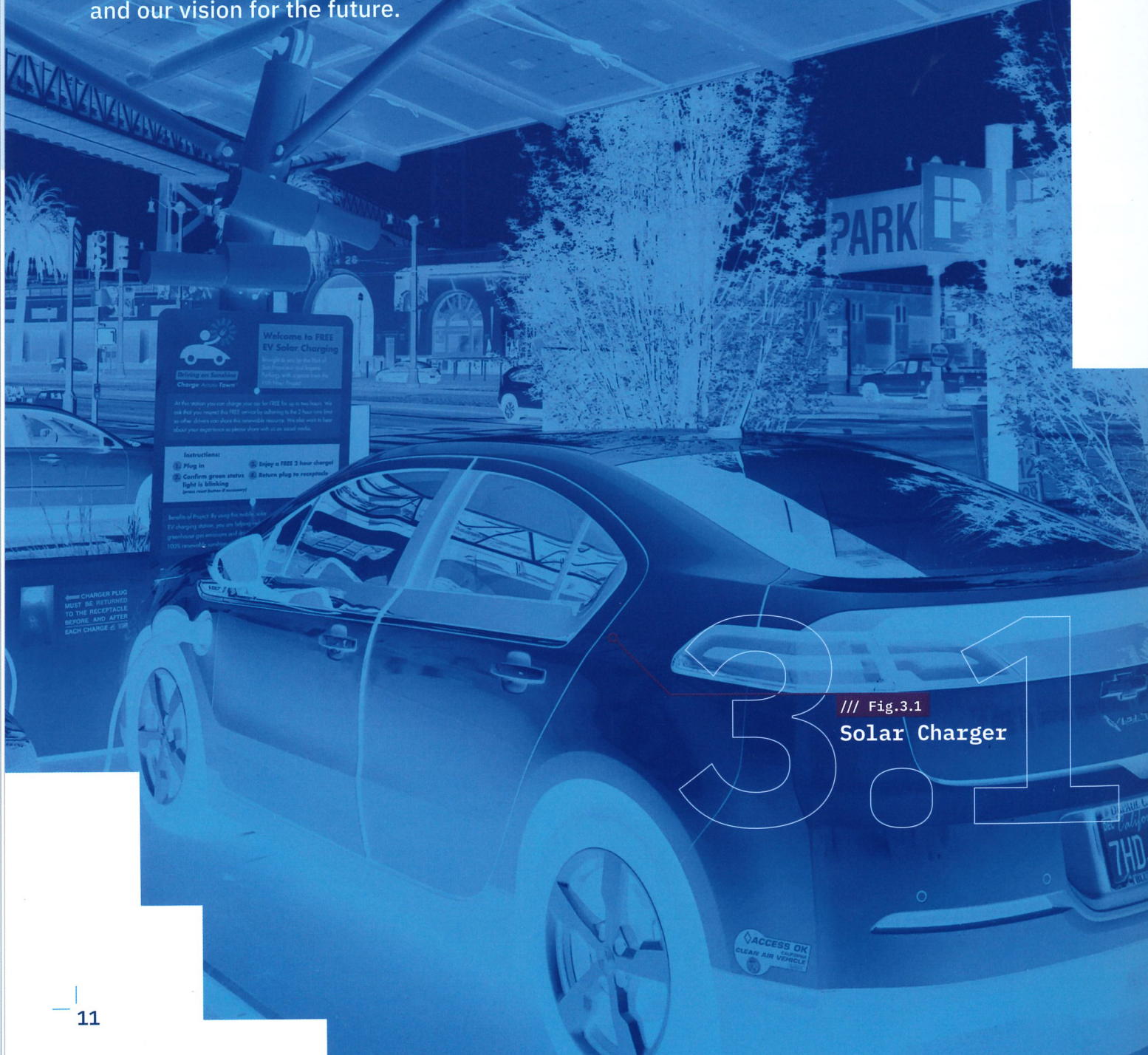
Refinery Source Tests	116
Compliance Rate	99.1%
TV Facility Source Tests (Excluding Refineries)	18
Compliance Rate	100.0%
Gasoline Compliance Tests	136
Compliance Rate	97.8%
Gasoline Dispensing Facilities	89
Compliance Rate	62.9%
Other Misc Source Tests	16,296
Compliance Rate	99.7%
<b>TOTAL SOURCE TESTS</b>	<b>16,643</b>
<b>TOTAL VIOLATIONS</b>	<b>79</b>
<b>COMPLIANCE RATE</b>	<b>99.5%</b>



# Planning For the Future

## GRANTS AND PROGRAMS

Innovative Air District initiatives  
and our vision for the future.



/// Fig.3.1  
Solar Charger



/// Fig.3.2

Aerial photo of Coffey Park neighborhood devastated by the Tubbs Fire



### RESILIENT RESIDENTIAL REBUILD PROJECT

The Air District Board set aside up to \$3 million to be added to federal, state and county funds to aid wildfire recovery efforts in North Bay communities. Through the Resilient Residential Rebuild Project, the Air District is working to partner with local agencies to incentivize and encourage energy efficiency and improved air quality measures in the rebuilding of homes destroyed by the northern California wildfires.





/// Fig.3.3

Solar rooftop  
installation in  
San Francisco

## CLIMATE PROTECTION GRANT PROGRAM

The goal of the Climate Protection Grant Program is to achieve significant GHG reductions by accelerating the implementation of the Air District's *Spare the Air, Cool the Climate* 2017 Clean Air Plan. The grant program focuses on areas where the Air District's Clean Air Plan complements communities' objectives in local climate action plans. Grants will focus on reducing GHGs from energy use in existing buildings through energy efficiency and reducing natural gas use, and on new innovative strategies that hold promise for long-term GHG reductions in other sectors.



## FROM THE STATE CAPITOL

### 2017 LEGISLATIVE SUMMARY

In 2017, air quality and climate were important topics in Sacramento, with the GHG reducing cap-and-trade program, which was extended through the passage of AB 398 (E. Garcia). Subsequently, AB 398 prevented the adoption of the Air District's Rule 12-16 due to the statewide provision limiting local air districts' ability to regulate CO<sub>2</sub>. Integral to the cap-and trade bill extension was AB 617 (C. Garcia), which imposes new requirements on local air districts concerning new community air monitoring programs, comprehensive community emission reduction plans, Best Available Retrofit Control Technology for certain sources, and emissions inventories. The bill also raises the civil penalty ceiling to \$5,000 per day for stationary source violations. The state-allocated funding to date (\$4.8 million for the Bay Area Air District) is not adequate to cover the work mandated by the bill.

#### Three additional bills that inform the Air District's work were signed into law:

**AB 1274 (O'Donnell)** extends the current smog check exemption on newer cars for an additional two years, with seven- and eight-year-old vehicles paying a fee to the Carl Moyer Program in lieu of a smog check, raising nearly \$52 million annually for the Carl Moyer Program.

**AB 1132 (C. Garcia)** allows air pollution control officers to issue an emergency abatement order in cases of imminent and substantial public endangerment.

**SB 1 (Beall)**, adopts a range of new taxes and fees and blocks registration of trucks that are in violation of air quality regulations. Unfortunately, the bill also limits the ability of the California Air Resources Board to place further restrictions on heavy-duty vehicles subject to existing regulation.



## BASIN-WIDE METHANE STRATEGY

Given the importance and potential co-benefits of controlling methane, the Air District is implementing a comprehensive Basin-Wide Methane Strategy to reduce the region's methane emissions.



/// Fig.3.3

Methane monitoring van

### Main efforts under the Methane Strategy include:

Updating the Air District's methane emissions inventory.

Developing a rule (Regulation 13, Rule 1) to prohibit significant methane releases throughout the District.

Crafting a strategy to address methane emissions from the organic material recovery and waste sector.

Addressing methane and co-pollutant emissions from the oil and gas sector.

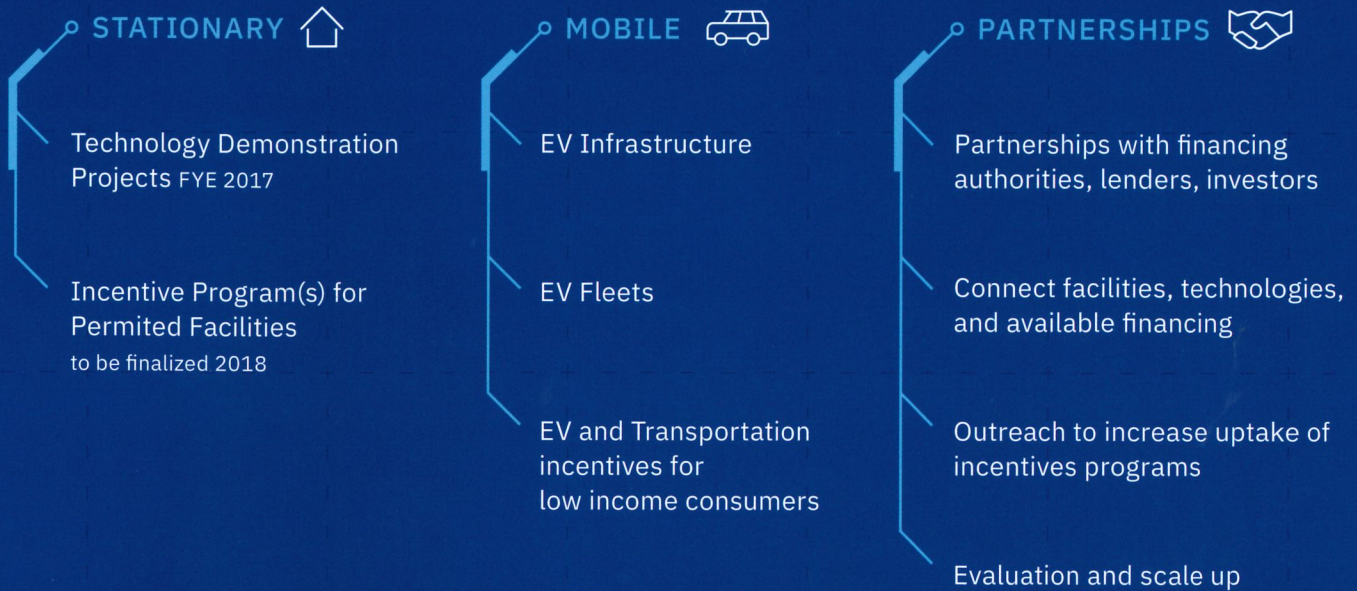
## COMPOSTING FACILITY RULES

California organic waste diversion goals will nearly double organic waste processing in the Bay Area. The Air District is developing rules to improve tracking of organic waste while providing best management practices and control requirements for composting operations to improve accuracy of emissions inventory, strengthen compliance, and ensure consistency in permitting of these facilities.



## TECHNOLOGY IMPLEMENTATION OFFICE

### [ INCENTIVIZE CLIMATE ACTION THROUGH DIVERSE SOLUTIONS ]



## VISION

### [ TYING IT ALL TOGETHER WITH A GLOBAL PERSPECTIVE ]

Local Air Quality Plans

Regional Air Quality Goals

Mobile Source Emissions Reductions

Climate Efforts

GLOBAL Greenhouse Gases

REGIONAL Criteria Air Pollutants

LOCAL Toxic Air Contaminants





# Working With Our Partners

## COMMUNITY COLLABORATION

Solving the problem of air pollution and the global climate depends on collaboration with partners and participation from the greater Bay Area community.

### SPARE THE AIR EVERYDAY PROGRAM

The Spare the Air Program continues to encourage clean commute choices increasing biking, carpooling, telework and trip linking to reduce transportation-related air pollution and vehicle miles traveled. The Spare the Air Employer Program organized eight Carpool Now luncheons at workplaces in 2017 including: Santa Clara University, Sonoma County, Marin County, Abaxis, Ariat International, Workday, Raytheon and Gilead. There are plans to expand outreach to new organizations in 2018 and to provide smaller employers with do-it-yourself toolkits to host their own Carpool Now events.

### COMMUNITY AIR RISK EVALUATION (CARE) PROGRAM

In collaboration with UC Berkeley sponsored projects, the Air District added additional low-cost air sensors in San Francisco, including sensors on the rooftops of the Air District headquarters, the San Francisco Hall of Justice and San Francisco's General Hospital.

Together with the San Francisco Planning Department, Department of Public Health, and community members, we began updating the San Francisco Community Risk Reduction Plan, first developed in 2012.



/// Fig.4.1

YES conference



The Spare the Air Youth Program sponsors this student-led conference annually.

#### YES CONFERENCE—YOUTH FOR THE ENVIRONMENT AND SUSTAINABILITY

Over 500 middle and high school students from across the Bay Area participated in the 2017 YES Conference at the new Bay Area Metro Center in San Francisco. The Spare the Air Youth Program sponsors this student-led conference annually through a partnership between the Bay Area Air District and the Metropolitan Transportation Commission. The conference included nearly 40 student-led presentations and workshops to educate, inspire, and empower youth and families about clean commute options and environmental sustainability in their communities.



## TIER 4 SWITCHER LOCOMOTIVES

The Air District awarded \$19.4 million in grants for ten Tier 4 switcher and passenger locomotive replacements to Richmond Pacific Railroad, Port of San Francisco, Altamont Corridor Express (ACE), Union Pacific, and Oakland Global Enterprise. Funding was provided from the Proposition 1B Goods Movement Program, Carl Moyer Program, US EPA DERA, and the San Joaquin Valley APCD (for the ACE train).



Fig.4.2

New cleaner switcher locomotive in Richmond

# \$19.4 MILLION

was awarded in grants for ten Tier 4 switcher and passenger locomotive replacements



Photo: John Calambokidis  
Cascadia Research

/// Fig.4.3

### Vessel Speed Reduction Program

#### VESSEL SPEED REDUCTION PROGRAM

In 2017, the Air District partnered with the Santa Barbara and Ventura Air Pollution Control Districts, the [National Oceanic & Atmospheric Administration \(NOAA\)](#) and the [National Marine Sanctuary Foundation](#) in a voluntary Vessel Speed Reduction (VSR) incentive program covering the Santa Barbara Channel and the approaches to San Francisco Bay. Eleven global shipping companies participated, with 84 vessels slowing to 12 knots or less while approaching or leaving the Bay, reducing both emissions and the risk of fatal ship strikes on whales.

#### CALIFORNIA BASELINE OZONE TRANSPORT STUDY

The Air District participated in a comprehensive air quality study in northern California, conducted collaboratively by the [U.S. EPA](#), [NOAA](#), [NASA](#) and [CARB](#). Goals of the study were to collect three-dimensional ozone and precursor data, to improve estimates of ozone along the West Coast, and to quantify intercontinental ozone transport to California.



## GRANT AND INCENTIVE PROGRAMS

## TFCA REGIONAL FUND GRANTS—2017

Total Funds Awarded	<b>\$10.92M</b>
Number of Projects/Programs Awarded Grants	<b>51</b>

## Estimated Lifetime Emissions Reduction for the Projects Funded (tons)

Reactive Organic Gases (ROG)	<b>15.58</b>
Oxides of Nitrogen (NO <sub>x</sub> )	<b>12.12</b>
Particulate Matter (PM <sub>10</sub> )	<b>16.53</b>
<b>TOTAL</b>	<b>44.23</b>
Carbon Dioxide (CO <sub>2</sub> )	<b>30,713</b>

TFCA COUNTY PROGRAM MANAGER FUND GRANTS  
—Fiscal Year Ending 2017

Total Funds Awarded	<b>\$10.11M</b>
Number of Projects/Programs Awarded Grants	<b>47</b>

## Estimated Lifetime Emissions Reduction for the Projects Funded (tons)

ROG	<b>40.38</b>
NO <sub>x</sub>	<b>38.94</b>
PM <sub>10</sub>	<b>38.72</b>
<b>TOTAL</b>	<b>118.05</b>
CO <sub>2</sub>	<b>68,569</b>

CARL MOYER PROGRAM/MOBILE SOURCE  
INCENTIVE FUND (MSIF)—2017

Total Funds Awarded	<b>\$14.5M</b>
Number of Engines Covered by Grant Projects	<b>49</b>

## Estimated Lifetime Emissions Reduction for the Projects Funded (tons)

ROG	<b>44</b>
NO <sub>x</sub>	<b>692</b>
PM <sub>10</sub>	<b>22</b>
<b>TOTAL</b>	<b>758</b>

## GOODS MOVEMENT PROGRAM—2017

Total Funds Awarded	<b>\$8.3M</b>
Number of Engines Covered by Grant Projects	<b>88</b>

## Estimated Lifetime Emissions Reduction for the Projects Funded (tons)

NO <sub>x</sub>	<b>178</b>
PM <sub>10</sub>	<b>0.65</b>
<b>TOTAL</b>	<b>178.65</b>

## VEHICLE BUY BACK PROGRAM—2017

Total Funds Awarded	<b>\$4.7M</b>
Number of Vehicles Scrapped in 2017	<b>4,379</b>

## LOWER EMISSION SCHOOL BUS PROGRAM—2017

## Bus Replacements and CNG Tank Replacements (MSIF funds)

Total Funds Awarded	<b>\$656,123</b>
Number of Buses Awarded Grants	<b>22</b>



## EXECUTIVE MANAGEMENT

**Jack P. Broadbent**  
Executive Officer/  
Air Pollution Control Officer

**Brian C. Bunger**  
District Counsel

**Damian Breen**  
**Wayne Kino**  
**Jeff McKay**  
**Greg Nudd**  
**Rex Sanders**  
Deputy Air Pollution  
Control Officers

**Vanessa Johnson**  
Acting Manager,  
Executive Operations

## DIVISION DIRECTORS AND OFFICERS

**John Chiladakos**  
Information Services

**Judith Cutino**  
Health Officer

**Lisa F. Fasano**  
Communications Officer

**Henry Hilken**  
Planning and Climate Protection

**Jeffrey Gove**  
Compliance and Enforcement

**Pamela Leong**  
Director of Engineering

**Maricela Martinez**  
Executive and Administrative  
Resources

**Eric Stevenson**  
Measurements and Meteorology

**Elizabeth Yura**  
Community Protection Officer

## CURRENT BOARD MEMBERS

ALAMEDA COUNTY  
**Pauline Russo Cutter**  
**Scott Haggerty**  
**Rebecca Kaplan**  
**Nate Miley**

CONTRA COSTA COUNTY  
**John Gioia**  
**David E. Hudson, Chair**  
**Karen Mitchoff**  
**Mark Ross**

MARIN COUNTY  
**Katie Rice, Vice-Chair**

NAPA COUNTY  
**Brad Wagenknecht**

SAN FRANCISCO COUNTY  
**Tyrone Jue** (Mayor's Appointee)  
**Hilary Ronen**  
*Third Seat Vacant*

SAN MATEO COUNTY  
**David Canepa**  
**Carole Groom**  
**Doug Kim**

SANTA CLARA COUNTY  
**Margaret Abe-Koga**  
**Cindy Chavez**  
**Liz Kniss**  
**Rod G. Sinks, Secretary**

SOLANO COUNTY  
**Pete Sanchez**  
**Jim Spering**

SONOMA COUNTY  
**Teresa Barrett**  
**Shirlee Zane**

## CONTACT INFORMATION

**AIR POLLUTION COMPLAINTS**  
800.334.ODOR (6367)

**AIR QUALITY INFO**  
800.HELP.AIR (435.7247)  
Daily Air Quality Forecasts,  
Spare the Air Alerts,  
Agricultural Burn Days

**COMPLIANCE ASSISTANCE**  
415.749.4999

**ENGINEERING SERVICES**  
415.749.4990

**GENERAL BUSINESS**  
415.749.5000

**PUBLIC INFORMATION**  
415.749.4900

**REPORT SMOKING VEHICLES**  
800.EXHAUST (394.2878)

**WINTER SPARE THE AIR ALERTS**  
877.4NO.BURN (466.2876)

**WEBSITES**  
[baaqmd.gov](http://baaqmd.gov)  
[sparetheair.org](http://sparetheair.org)  
[twitter.com/@sparetheair](https://twitter.com/@sparetheair)  
[facebook.com/sparetheair](https://facebook.com/sparetheair)  
[twitter.com/@airdistrict](https://twitter.com/@airdistrict)  
[facebook.com/bayareaairdistrict](https://facebook.com/bayareaairdistrict)

## SOCIAL MEDIA





The Bay Area Air Quality Management District does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, mental or physical disability, or any other attribute or belief protected by law. It is the Air District's policy to provide fair and equal access to the benefits of a program or activity that we administer. The Air District will not tolerate discrimination against any person(s) seeking to participate in, or receive the benefits of, any program or activity offered or conducted by us. Members of the public who believe they or others were unlawfully denied full and equal access to an Air District program or activity may file a discrimination complaint with us under this policy. This non-discrimination policy also applies to other people or entities affiliated with the Air District, including contractors or grantees that we utilize to provide benefits and services to members of the public. Auxiliary aids and services including, for example, qualified interpreters and/or listening devices to individuals who are deaf or hard of hearing, and to other individuals as necessary to ensure effective communication or an equal opportunity to participate fully in the benefits, activities, programs and services will be provided by the Air District in a timely manner and in such a way as to protect the privacy and independence of the individual. Please contact the Non-Discrimination Coordinator identified below at least three days in advance of a meeting so that arrangements can be made accordingly. If you believe discrimination has occurred with respect to one of our programs or activities, you may contact the Non-Discrimination Coordinator identified below or visit our website at [www.baaqmd.gov/accessibility](http://www.baaqmd.gov/accessibility) to learn how and where to file a complaint of discrimination. Questions regarding this policy should be directed to the Air District Non-Discrimination Coordinator, Rex Sanders, at 415.749.4951 or by email at [rsanders@baaqmd.gov](mailto:rsanders@baaqmd.gov).



BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

Bay Area Air Quality Management District  
375 Beale St., San Francisco, CA 94105  
415.749.5000  
[www.baaqmd.gov](http://www.baaqmd.gov)

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# Commission of Animal Control and Welfare

April 17, 2018

Dear Supervisors,

Please see the 2017 Annual Report for the San Francisco Commission of Animal Control and Welfare.

Sincerely,

San Francisco Animal Control and Welfare Commission  
Annemarie Fortier, Chairperson  
Russell Tenofsky, Vice-Chair  
Rachel Frederick, Secretary  
Rachel Reis, Commissioner  
Bunny Rosenberg, Commissioner

## COMMISSIONERS

**Annemarie Fortier**  
*Chairperson*

**Russell Tenofsky**  
*Vice-Chair*

**Rachel Frederick**  
*Secretary*

**Jane Tobin**  
*Commissioner*

**Rachel Reis**  
*Commissioner*

**Bunny Rosenberg,**  
*Commissioner*

## DEPARTMENT REPRESENTATIVES

**Shari O'Neill, DVM**  
*Animal Care &  
Control*

**Officer Ryan  
Crockett**  
*San Francisco  
Police Department*

**Lisa Wayne**  
*Recreation & Park  
Department*

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2017 Annual Report

to the **San Francisco Board of Supervisors**  
from the **Commission of Animal Control and Welfare**

January 2017 - November 2017

The San Francisco Animal Control and Welfare Commission was established through the SF Health Code. Sec. 41.3 of the Code states: "The Commission shall render written report of its activities to the Board [of Supervisors] quarterly." This report fulfills that requirement.

The San Francisco Animal Control and Welfare Commission advises the Board of Supervisors on issues involving animals. People come to Commission meetings to offer their opinions about issues under discussion, and to suggest topics that the Commission might investigate further.

**In 2017, the Commission took action on the following items:**

- 1. Commissioner's Orientation Packet.** The Commission renewed a practice of distributing informational packets to new Commissioners. This packet outlines timing of meetings, procedures, responsibilities of Commissioners and Officers. Packet was distributed to new and existing Commissioners.
- 2. Agenda Protocol Update.** The Commission requested the assistance of a City Attorney in updating the format and disclosures on the meeting agendas. Input from Attorney was incorporated into agenda template.
- 3. District Supervisor Outreach Initiative.** In an effort to increase communication and cooperation with the Board of Supervisors, the Commissioners contacted members of the Board of Supervisors. The purpose of these meetings was to introduce ourselves to the Supervisors and their aides and explained to them what our role is and how we can help them and their constituents with concerns around animal issues.

**In 2017, the Commission hosted discussions on the following issues, but did not take action:**

- 1. Request to Animal Care and Control and SF SPCA regarding statistics.** In late 2016, the Commission sent a letter to SF ACC and SF SPCA requesting uniformity in reporting of statistics. Currently the reporting methods are different for the two organizations, which can cause confusion to those seeking details on live-release rates for the two organizations. The requested data were discussed at several meetings in 2017, with no firm conclusion.
- 2. New SFPD Vicious and Dangerous Dog Unit Officer.** In January, the Commission welcomed Officer Ryan Crockett to the VDD Unit of SFPD.
- 3. Health Ordinance 161352 - Sale of Domestic Dogs and Cats.** Supervisor Katy Tang presented information on an ordinance banning the sale of non-rescue domestic dogs and cats in San Francisco.
- 4. Funding of new Animal Care and Control Facility.** Supervisor Tang and City Administrator Naomi Kelly introduced legislation to create a gift fund to help fund the construction and furnishing of the new animal shelter. This would be in addition to the Certificate of Participation to cover any additional expenses for the shelter..
- 5. SFZoo Euthanasia Policy and Procedure.** In March 2017, a monkey at the SF Zoo named Bernardo was diagnosed with cancer. The animal was euthanized on April 13.
- 6. Project Coyote Presentation.** Project Coyote, a national non-profit organization based in Northern California, is a North American coalition of scientists, educators, ranchers and citizen leaders promoting compassionate conservation and coexistence between people and wildlife through education, science and advocacy. They work to change laws and policies to protect native carnivores from abuse and mismanagement, advocating coexistence instead of killing. They will share tools for dealing with coyotes in an urban setting.
- 7. GGNRA Off-Leash Dog Policy Changes Dropped.** After several years, countless hearings, input from endless agencies and constituencies, the GGNRA proposed

heavily restricted guidelines for off-leash dogs. However, in October, the GGNRA abruptly and without explanation cancelled all plans to implement the proposed changes. The Commission heard a summary of the saga from Sally Stephens of SFDog.

- 8. Business Cards for Commissioners.** The Commission would like to print business cards for Commissioners. The Commission is working to secure the City logo and other specific details in order to print cards.
- 9. Pet and People Disaster Preparedness.** The Commission discussed disaster preparedness. Shari O'Neill of Animal Care and Control presented preparedness tactics and some of the lessons learned from the Napa fire disaster of October 2017.



CITY AND COUNTY OF SAN FRANCISCO  
MARK FARRELL, MAYOR

OFFICE OF SMALL BUSINESS  
REGINA DICK-ENDRIZZI, DIRECTOR

May 25, 2018

Honorable Members of the Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102

Dear Honorable Members of the Board of Supervisors:

Attached is the annual report of the Legacy Business Program as required by the Administrative Code Section 2A.243(e)(1).

The attached report covers the period of April 1, 2017, to March 31, 2018. In it you will find information about major accomplishments, the Legacy Business Registry, business assistance services, the Legacy Business Historic Preservation Fund, marketing and branding, the Program budget and major upcoming activities. The Small Business Commission approved the report on April 23, 2018.

The 129 businesses placed on the Legacy Business Registry through March 31 (and the four additional businesses added to the Registry since April) are a diverse group of businesses. Receiving this designation and recognition from the City is extremely important to them, and they feel they are an essential element to what makes San Francisco a special place.

This report provides a glance at the program in its second year. It projects over the next fiscal year an expected level of engagement in the two Legacy Business Historic Preservation Fund grants. As the program progresses, an actual understanding of the impact of the program in preserving San Francisco's Legacy Businesses is starting to emerge. After five years, commencing in fiscal year 2020-21 (July 2020-June 2021), the Controller will perform an assessment and review of the effect of the Legacy Business Historic Preservation Fund on the stability of Legacy Businesses.

Richard Kurylo, Legacy Business Program Manager, and I are happy to meet with you to review the Legacy Business Program Annual Report. Please have your staff schedule the meeting with Mr. Kurylo at [legacybusiness@sfgov.org](mailto:legacybusiness@sfgov.org) or (415) 554-6680. We are available to meet starting June 4, 2018, as Mr. Kurylo is out of the office from May 29 through June 1.

It is honor and pleasure for both the Office of Small Business and the Small Business Commission to administer the Legacy Business Program.

Respectfully yours,

Regina Dick-Endrizzi  
Director, Office of Small Business

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# LEGACY BUSINESS PROGRAM

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## **Annual Report Fiscal Year 2017-18** April 2017 - March 2018

*Preserving San Francisco's Historic,  
Community-Serving Small Businesses*





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# EXECUTIVE SUMMARY

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This Legacy Business Program Annual Report for fiscal year 2017-18 (April 2017 through March 2018) is the second annual report for the Legacy Business Program of the City and County of San Francisco. It summarizes activities of the Legacy Business Program, including the following: major accomplishments, the Legacy Business Registry, business assistance services, the Legacy Business Historic Preservation Fund, marketing and branding, the Program budget, Program challenges and major upcoming activities. Highlights are included below.

## MAJOR ACCOMPLISHMENTS

- Developed additional rules and regulations for the Legacy Business Registry.
- Added 53 businesses to the Registry between April 2017 and March 2018.
- Celebrated the 100th Legacy Business being added to the Registry in September 2017.
- Created a Google map for Legacy Businesses on the Legacy Business Registry webpage.
- Increased the capacity for one-on-one business assistance services through the addition of a Small Business Case Manager in May 2017.
- Provided 233 hours of technical assistance to 49 unduplicated clients between July 2017 and March 2018.
- Created business assistance materials for Legacy Businesses including a resources handbook and an employee ownership toolkit in partnership with the Small Business Development Center and the Democracy at Work Institute, respectively.
- Created a webpage to identify Legacy Businesses that compliant Suppliers with the City.
- Updated the rules and regulations for Business Assistance Grants for Legacy Businesses.
- Approved 72 Business Assistance Grants totaling \$625,321 for fiscal year 2017-18.
- Updated the rules and regulations for Rent Stabilization Grants for landlords of Legacy Businesses.
- Approved 14 Rent Stabilization Grants totaling \$204,863 between April 2017 and March 2018.
- Issued a Request For Quotes for marketing and branding services, and negotiated a contract with the selected contractor, Osaki Creative Group.
- Increased visibility of the Legacy Business Program beginning September 2017 through added staff support focused on communications.

## LEGACY BUSINESS REGISTRY

The Legacy Business Program received 208 nominations from the Mayor and members of the Board of Supervisors through March 31, 2018. The Program received 154 applications, and 129 businesses were added to the Legacy Business Registry.

Fiscal Year	Number of Nominations Received	Number of Applications Received	Number of Businesses Listed on the Legacy Business Registry
Fiscal Year 2015-16	71	30	0
Fiscal Year 2016-17	99	87	93
Fiscal Year 2017-18 through March 31, 2018	38	37	36
<b>ANNUAL REPORT TOTAL</b>	<b>208</b>	<b>154</b>	<b>129</b>

## BUSINESS ASSISTANCE SERVICES

The Legacy Business Program has been working with a team of technical assistance providers including the San Francisco Small Business Development Center (SFSBDC), Working Solutions and the Lawyers' Committee for Civil Rights to assist businesses in need of lease negotiation, real estate assistance, one-on-one business consulting and other business challenges. Since July 1, 2017, the Legacy Business Program provided 233 hours of technical assistance to 49 unduplicated clients. Since the Program launched, the Legacy Business Program provided 587 hours of consulting to 74 unique clients.

	Fiscal Year 2017-18 (Through March 31, 2018)	Fiscal Year 2016-17	Program Total
Number of Clients	49	25	74
Number of Hours of Technical Assistance	233	354	587

Legacy Businesses are also eligible for one-on-one consulting with access to all training workshops offered via SFSBDC at no cost, such as marketing, financial management, QuickBooks training and technology. In addition, SFSBDC has partnered with BusinessBlocks, a San Francisco education company, to provide Legacy Businesses with free seats in the MainStreet Marketing online course through which they learn marketing strategy and marketing tactics to help them reach new customers, and create a practical marketing plan tailored to their specific needs. Six Legacy Businesses have taken advantage of this training opportunity.

## LEGACY BUSINESS HISTORIC PRESERVATION FUND

The Legacy Business Program approved Business Assistance Grants to all 72 of the 111 eligible Legacy Businesses that applied for the grant. The total amount approved for all grantees was \$625,321, and the average grant award was \$8,685 per grantee.

Business Assistance Grant	Number of Full-Time Equivalent Employees	Grants Paid
Total	1,213	\$625,321
Count	72	72
Average	16.85	\$8,685
Median	9.00	\$4,640

The Legacy Business Program paid 14 Rent Stabilization Grants to landlords of Legacy Businesses from April 1, 2017, through March 31, 2018. The grant applications totaled \$204,862.60. All 14 grant payments were the first year payments of multiple year grants.

Rent Stabilization Grant	Grants Paid
Total	\$204,862.60
Count	14
Average	\$14,633.04

## MARKETING AND BRANDING

The Office of Small Business began working with Osaki Creative Group, a third party marketing firm selected through a formal solicitation process, for marketing and branding services for the Legacy Business Program, including the creation of a logo, brand, marketing strategy and website design. In addition, the Office of Small Business hired a new employee, Rhea Aguinaldo, to support the Legacy Business Program with communications and administration. Social media efforts were elevated on Twitter and Facebook, and the Office of Small Business began issuing regular press releases to announce new businesses added to the Legacy Business Registry. From April 2017 through March 2018, eight press releases were issued by the Office of Small Business resulting in the publication of 13 known news articles.

Fiscal Year	Number of Press Releases Issued	Number of Known News Articles Resulting From Press Releases
Fiscal Year 2016-17	2	9
Fiscal Year 2017-18 Through March 31, 2018	8	13

## PROGRAM BUDGET

Following is the estimated Legacy Business Program budget through fiscal year 2018-19. The budget includes staffing, program expenses, application fees paid by Legacy Businesses and grants. For detailed information, please see pages 32-34.

Budget Year	Revenue or Estimated Revenue	Expenses or Estimated Expenses	Difference Between Revenue and Expenses	Carryforward to Next Fiscal Year
Fiscal Year 2016-17	\$1,579,323	\$584,860	\$994,463	\$897,120
Fiscal Year 2017-18	\$1,446,545	\$1,438,945	\$7,600	\$7,600
Fiscal Year 2018-19	\$1,318,330	\$1,314,730	\$3,600	\$3,600

## MAJOR UPCOMING ACTIVITIES

- Updating the rules and regulations for the Legacy Business Registry.
- Issuing and processing the Business Assistance Grant for fiscal year 2018-19.
- Issuing an annual "Re-Application" form for current grantees of the Rent Stabilization Grant.
- Processing new Rent Stabilization Grant applications.
- Developing policies to measure and analyze the effects of Legacy grants and developing protocols to address the growing demand for the grants.
- Providing resources and training to Legacy Businesses for succession planning.
- Providing real estate technical assistance and researching new opportunities for assisting Legacy Businesses with the purchase of commercial buildings and commercial spaces.
- Creating a resource guide about commercial tenancies-in-common (TICs).
- Working with the Planning Department and other City departments to provide benefits to Legacy Businesses and their landlords.
- Creating a logo for the Legacy Business Program.
- Developing a marketing and branding plan for the Legacy Business Program.



# BACKGROUND

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The Legacy Business Program is a groundbreaking initiative to recognize and preserve longstanding, community-serving businesses that are valuable cultural assets to the City. San Francisco businesses – including retailers, restaurants, service providers, manufacturers, nonprofit organizations and more – are the places that give the city its character. They're the bedrock of our communities and a draw for tourists from around the world. Preserving our legacy businesses is critical to maintaining what it is that makes San Francisco a special place.

## BACKGROUND OF LEGACY BUSINESS PROGRAM

A 2014 report by the City's Budget and Legislative Analyst's Office showed the closure of small businesses had reached record numbers in San Francisco. Commercial rents in most neighborhoods had risen significantly. The report drew connections between the city's high level of commercial evictions and skyrocketing rents. While rent control laws shield many residents from exorbitant rent hikes, no such laws exist for businesses. State law does not allow restrictions on commercial leases. An alternative effort to assist the city's legacy businesses was needed. Inspired by programs in cities such as Buenos Aires, Barcelona and London, Supervisor David Campos proposed legislation and a ballot proposition that would become the Legacy Business Program. It was introduced in two phases.

Phase one, which unanimously passed the Board of Supervisors in March 2015 and was signed by the Mayor on March 19, 2015, created the San Francisco Legacy Business Registry. To be listed on the Registry, businesses must be nominated by the Mayor or a member of the Board of Supervisors and determined by the Small Business Commission, after a noticed hearing, as having met the following criteria:

1. The business has operated in San Francisco for 30 or more years, with no break in San Francisco operations exceeding two years.
2. The business has contributed to the neighborhood's history and/or the identity of a particular neighborhood or community.
3. The business is committed to maintaining the physical features or traditions that define the business, including craft, culinary or art forms.

Phase two asked voters to create the Legacy Business Historic Preservation Fund, first-of-its-kind legislation that provides grants to both Legacy Business owners and property owners who agree to lease extensions with Legacy Business tenants.

Proposition J, establishing the Legacy Business Historic Preservation Fund, was approved by voters in November 2015, with 56.97 percent in favor and 43.03 percent opposed.

## THE LEGACY BUSINESS PROGRAM IN THE SAN FRANCISCO ADMINISTRATION CODE

In the San Francisco Administrative Code, the Legacy Business Registry and the Legacy Business Historic Preservation Fund are addressed in sections [2A.242](#) and [2A.243](#), respectively.

# MAJOR ACCOMPLISHMENTS

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Following are major accomplishments for the Legacy Business Program from April 1, 2017, through March 31, 2018:

- Developed additional rules and regulations for the Legacy Business Registry.
- Added 53 businesses to the Registry between April 2017 and March 2018.
- Celebrated the 100th Legacy Business, Casa Sanchez, being added to the Legacy Businesses Registry on September 11, 2017.
- Created a Google map for Legacy Businesses on the Legacy Business Registry webpage.
- Increased the capacity for one-on-one business assistance services through the addition of a Small Business Case Manager, Lawrence Liu, through the San Francisco Small Business Development Center in May 2017.
- Provided 233 hours of technical assistance to 49 unduplicated clients between July 2017 and March 2018.
- Created the “Legacy Business Program Resources Handbook” in partnership with the San Francisco Small Business Development Center to provide Legacy Businesses with a reference guide of local business programs, services and available resources. Posted the handbook in English, Spanish, Chinese and Tagalog on the Office of Small Business’s website and distributed copies to all Legacy Businesses.
- Created “Becoming Employee-Owned: A Small Business Toolkit for Transitioning to Employee Ownership” in partnership with the Democracy at Work Institute to introduce Legacy Businesses to the succession strategy of transitioning to employee ownership. Posted the toolkit on the Office of Small Business’s website.
- Created a webpage to identify Legacy Businesses that are compliant Suppliers with the City and County of San Francisco and are eligible to do business with the City.
- Updated the rules and regulations for Business Assistance Grants for Legacy Businesses.
- Approved 72 Business Assistance Grants totaling \$625,321 for fiscal year 2017-18.
- Updated the rules and regulations for Rent Stabilization Grants for landlords of Legacy Businesses.
- Approved 14 Rent Stabilization Grants totaling \$204,863 between April 2017 and March 2018.
- Created a Supplier Portal Resource Guide to assist grantees through the process of becoming Suppliers with the City so they can receive grant payments.
- Issued a Request For Quotes for marketing and branding services. Received seven proposal. Negotiated a contract with the selected contractor, Osaki Creative Group, for marketing and

branding services for the Legacy Business Program, including the development of a logo, brand identity, collateral and public relations materials, a marketing plan and website design.

- Began working with Osaki Creative Group on marketing and branding for the Legacy Business Program. Established a Marketing and Branding Committee to provide guidance on the project.
- Increased visibility of the Legacy Business Program beginning September 2017 through added staff support focused on communications.



Casa Sanchez, a family-owned distributor of Mexican food products, inducted as the 100<sup>th</sup> Legacy Business by the Small Business Commission on September 11, 2017; Photo: Office of Small Business.



Mayor Ed Lee with employees of Casa Sanchez and Office of Small Business staff; Photo: Office of Small Business.



# LEGACY BUSINESS REGISTRY

The purpose of the Legacy Business Registry is to recognize and preserve longstanding, community-serving businesses that are valuable cultural assets to the City. The Registry is a tool for providing educational and promotional assistance to Legacy Businesses to encourage their continued viability and success.

Nominations for the Registry are made by the Mayor or a member of the Board of Supervisors on an ongoing basis. Nominations are limited to a total of 300 businesses per fiscal year (July 1 through June 30). Businesses that are nominated for inclusion on the Registry and wish to be included on the Registry must pay a one-time non-refundable administrative fee of \$50 to offset the costs of administering the Legacy Business Program.

## NOMINATIONS, APPLICATIONS AND BUSINESSES LISTED ON THE REGISTRY

The following table shows the number of nominations received, the number of applications received and the number of businesses listed on the Legacy Business Registry for fiscal year 2015-16 and 2016-17 and the first three quarters of fiscal year 2017-18.

### EXHIBIT 1: Number of Nominations, Applications and Legacy Businesses by Fiscal Year

Fiscal Year	Number of Nominations Received	Number of Applications Received	Number of Businesses Listed on the Legacy Business Registry
Fiscal Year 2015-16	71	30	0
Fiscal Year 2016-17	99	87	93
<b>Subtotal Fiscal Years Prior to 2017-18</b>	<b>170</b>	<b>117</b>	<b>93</b>
2017 Quarter 3: July through September	17	15	18
2017 Quarter 4: October through December	12	17	8
2018 Quarter 1: January through March	9	5	10
<b>Subtotal Fiscal Year 2017-18 Through March 31, 2018</b>	<b>38</b>	<b>37</b>	<b>36</b>
<b>ANNUAL REPORT TOTAL</b>	<b>208</b>	<b>154</b>	<b>129</b>

*We're proud to be a part of San Francisco's history and fun part of San Francisco's future. When my grandfather built the hotel in 1958, he never could have imagined the city that San Francisco would become. I'm thankful every day that he built a hotel in the Castro. It's such a welcoming neighborhood and sets the accepting tone for the whole city. San Francisco is part of who we are, and becoming a Legacy Business solidifies this." – Brittney Beck, Owner of Beck's Motor Lodge*

The previous table represents a total of 217 businesses of which 208 have been nominated by the Mayor or a member of the Board of Supervisors and 154 have provided applications to the Office of Small Business. The following table shows the status of the 217 businesses with regard to the Legacy Business Registry for fiscal years 2015-16 and 2016-17 and the first three quarters of fiscal year 2017-18.

#### EXHIBIT 2: Status of Nominees and Applicants

Status with Regard to the Legacy Business Registry	Nominees	Applicants	TOTAL
Legacy Business listed on the Registry	129	129	129
Legacy application in the approval pipeline	4	4	4
Legacy application in progress	7	14	14
Legacy application rescinded by the applicant	1	2	2
Business not yet age eligible for the Registry	2	2	2
Business not eligible for the Registry	0	1	1
Business closed	2	2	2
No application received	63	NA	63
<b>TOTAL</b>	<b>208</b>	<b>154</b>	<b>217</b>

#### LEGACY BUSINESSES

The following table indicates the 129 Legacy Businesses that were placed on the Legacy Business Registry in fiscal year 2016-17 and in the first three quarters of fiscal year 2017-18. The businesses are in alphabetical order, and only their main business addresses are listed. For a current list of all Legacy Businesses, including multiple San Francisco business locations if applicable, please visit the Office of Small Business's website at <http://sfosb.org/legacy-business/registry>.

#### EXHIBIT 3: Legacy Businesses as of March 31, 2018

Legacy Business	Main Business Address	Current District	Nominator	Date Placed on Registry
Accion Latina	2958 24th St.	9	Edwin Lee	3/27/2017
AIDS Legal Referral Panel	1663 Mission St., Suite 500	6	Jeff Sheehy	1/22/2018
Analytical Psychology Club	2411 Octavia St. #1	2	Mark Farrell	7/10/2017
Anchor Oyster Bar	579 Castro St.	8	Scott Wiener	11/14/2016
Arrow Stamp and Coin Company	2395 21st Ave. <sup>1</sup>	4	Katy Tang	12/12/2016
ArtHaus Gallery	411 Brannan St.	6	Jane Kim	2/27/2017
Ave Bar	1607 Ocean Ave.	7	Norman Yee	9/25/2017
Avedano's Holly Park Market	235 Cortland Ave.	9	Hillary Ronen	9/25/2017
Babylon Burning	63 Bluxome St.	6	Jane Kim	2/26/2018

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Legacy Business	Main Business Address	Current District	Nominator	Date Placed on Registry
Bay Area Video Coalition	2727 Mariposa St., Second Floor	9	Edwin Lee	11/28/2016
Beck's Motor Lodge	2222 Market St.	8	Jeff Sheehy	12/11/2017
Beep's Burgers	1051 Ocean Ave.	7	Norman Yee	6/12/2017
Blue Bear School of Music	2 Marina Blvd.	2	Mark Farrell	11/28/2016
Books Inc.	1501 Vermont St.	10	Mark Farrell	2/27/2017
Booksmith	1644 Haight St.	5	London Breed	10/3/2016
Bo's Flowers Stand	1520 Market St.	5	Jane Kim	11/28/2016
Boudin Bakery	50 Francisco St., Suite 200	3	Edwin Lee	3/27/2017
BrainWash	1126 Folsom St. <sup>1</sup>	6	Jane Kim	5/8/2017
Brazen Head	3166 Buchanan St.	2	Mark Farrell	8/22/2016
Britex Fabrics	146 Geary St.	3	Aaron Peskin	12/12/2016
Brownies Hardware	1563 Polk St.	3	Aaron Peskin	1/9/2017
Cable Car Clothiers	110 Sutter St., Suite 108	3	Aaron Peskin	9/25/2017
Cafe du Nord	2170 Market St.	8	Scott Wiener	11/28/2016
Cafe International	508 Haight St.	5	London Breed	11/14/2016
Caffe Trieste	601 Vallejo St.	3	Aaron Peskin	11/28/2016
Cal's Automotive Center	1004 Treat Ave.	9	Hillary Ronen	4/24/2017
Canessa Gallery	708 Montgomery St.	3	Aaron Peskin	6/12/2017
Cartoon Art Museum of California	781 Beach St., 1st Floor <sup>2</sup>	2	Edwin Lee	11/28/2016
Casa Sanchez	250 Napoleon St., Unit M	10	Edwin Lee	9/11/2017
Castro Country Club	4058 18th St.	8	Scott Wiener	11/28/2016
Chinese Historical Society of America	965 Clay St.	3	Aaron Peskin	5/8/2017
Cinderella Bakery and Cafe	436 Balboa St.	1	Eric Mar	8/14/2017
City Lights Booksellers and Publishers	261 Columbus Ave.	3	Aaron Peskin	11/14/2016
Clarion Music Center	816 Sacramento St.	3	Aaron Peskin	12/12/2016
Cliff's Variety	479 Castro St.	8	Jeff Sheehy	11/27/2017
Cole Hardware	956 Cole St.	5	London Breed	11/28/2016

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Legacy Business	Main Business Address	Current District	Nominator	Date Placed on Registry
Community Boards	601 Van Ness Ave., Suite 2040	5	London Breed	8/8/2016
Cove on Castro	434 Castro St.	8	Scott Wiener	12/12/2016
Dance Brigade	3316 24th St.	9	David Campos	12/12/2016
DNA Lounge	375 11th St.	6	Jane Kim	9/25/2017
Doc's Clock	2417 Mission St.	9	David Campos	8/22/2016
Dog Eared Books	900 Valencia St.	9	David Campos	10/3/2016
Donaldina Cameron House	920 Sacramento St.	3	Aaron Peskin	8/14/2017
Eddie's Cafe	800 Divisadero St.	5	Edwin Lee	12/11/2017
El Rio, Your Dive	3158 Mission St.	9	Hillary Ronen	11/13/2017
Elbo Room	647 Valencia St.	9	Hillary Ronen	4/24/2017
Elite Sport Soccer	2637 Mission St.	9	Hillary Ronen	8/14/2017
Ermico Enterprises	120 Mississippi St.	10	Malia Cohen	9/25/2017
EROS	2051 Market St.	8	Jane Kim	11/14/2016
Escape From New York Pizza	1737 Haight St.	5	London Breed	10/24/2016
Faxon Garage	545 Faxon Ave.	7	Norman Yee	3/27/2017
FLAX art & design	Fort Mason Center, 2 Marina Blvd, Building D	2	Jane Kim	2/13/2017
Galeria de la Raza (Galeria Studio 24)	2851 24th St.	9	Edwin Lee	11/28/2016
Gilmans Kitchens and Baths	228 Bayshore Blvd.	9	David Campos	8/8/2016
Gino and Carlo	548 Green St.	3	Aaron Peskin	5/8/2017
Golden Bear Sportswear	200 Potrero Ave.	10	Edwin Lee	11/28/2016
Golden Gate Fortune Cookies	56 Ross Alley	3	Aaron Peskin	12/12/2016
Good Vibrations	603 Valencia St.	9	David Campos	1/9/2017
Great American Music Hall	859 O'Farrell St.	6	Jane Kim	6/26/2017
Green Apple Books	506 Clement St.	1	Eric Mar	10/3/2016
Gypsy Rosalie's Wigs & Vintage	1457 Powell St.	3	Aaron Peskin	10/24/2016
Hamburger Haven	800 Clement St.	1	Eric Mar	12/12/2016
Henry's House of Coffee	1618 Noriega St.	4	Katy Tang	10/3/2016

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Legacy Business	Main Business Address	Current District	Nominator	Date Placed on Registry
Hwa Rang Kwan Martial Arts Center	90 Welsh St.	6	Jane Kim	11/13/2017
Image Conscious	147 Tenth St.	6	Jane Kim	8/22/2016
Instituto Familiar de la Raza	2919 Mission St.	9	David Campos	11/14/2016
Izzy's Steaks and Chops	3345 Steiner St.	2	Mark Farrell	7/10/2017
Jeffrey's Toys	45 Kearny St.	3	Edwin Lee	9/25/2017
Joe's Ice Cream	5420 Geary Blvd.	1	Eric Mar	1/9/2017
Kabuki Springs & Spa	1750 Geary Blvd.	5	London Breed	3/26/2018
Lab SF	2948 16th St.	9	Hillary Ronen	2/26/2018
Little Joe's Pizzeria	5006 Mission St.	11	Ahsha Safai	12/11/2017
Lone Star Saloon	1354 Harrison St.	6	Jane Kim	8/8/2016
Long Boat Jewelry	754 Grant Ave.	3	Aaron Peskin	4/24/2017
Lucca Delicatessen	2120 Chestnut St.	2	Mark Farrell	1/22/2018
Luxor Cab Company	2230 Jerrold Ave.	10	Jane Kim	11/14/2016
Macchiarini Creative Design and Metalworks	1544 Grant Ave. #B	3	Aaron Peskin	8/8/2016
Mindful Body	2876 California St.	2	Mark Farrell	2/26/2018
Mission Neighborhood Health Center	240 Shotwell St.	9	David Campos	8/22/2016
Moby Dick	4049 18th St.	8	David Campos	8/22/2016
Navarro's Kenpo Karate Studio	960 Geneva Ave. <sup>3</sup>	11	David Campos	12/12/2016
Nihonmachi Little Friends	1830 Sutter St.	5	London Breed	9/25/2017
Noe Valley Bakery	4073 24th St.	8	Jeff Sheehy	1/22/2018
Noriega Produce	3821 Noriega St.	4	Katy Tang	5/8/2017
Ocean Hair Design	1619 Ocean Ave.	7	Norman Yee	9/25/2017
Oddball Films	275 Capp St.	9	David Campos	10/24/2016
One Twenty For Hair	155 Main St.	6	Jane Kim	12/11/2017
Pacific Cafe	7000 Geary Blvd.	1	Eric Mar	8/8/2016
Pacitas Salvadorean Bakery	10 Persia Ave.	11	Ahsha Safai	9/25/2017
Papenhausen Hardware	32 West Portal Ave.	7	Norman Yee	11/14/2016
Perry's San Francisco (Union Street)	1944 Union St.	2	Mark Farrell	4/24/2017

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Legacy Business	Main Business Address	Current District	Nominator	Date Placed on Registry
Phoenix Arts Association Theatre	414 Mason St., Suite 601	3	Aaron Peskin	9/25/2017
Pier 23 Cafe	Pier 23, The Embarcadero	3	Aaron Peskin	8/22/2016
Plough and Stars	116 Clement St.	1	Sandra Lee Fewer	2/26/2018
Precita Eyes Muralists Association	2981 24th St.	9	David Campos	8/8/2016
Project Inform	273 9th St.	6	Jeff Sheehy	9/25/2017
Project Open Hand	730 Polk St.	6	Jane Kim	12/12/2016
Real Food Company	2140 Polk St.	3	Rescinded on 2/23/17; Formerly Aaron Peskin <sup>4</sup>	2/13/2017
Red and White Fleet	Pier 43 ½, The Embarcadero	3	Aaron Peskin	4/10/2017
Retro Fit Vintage	910 Valencia St. <sup>1</sup>	8	David Campos	3/27/2017
Rolo San Francisco	1301 Howard St.	8	Scott Wiener	2/13/2017
Rooky Ricardo's Records	419 Haight St.	5	London Breed	7/10/2017
Roxie Theater	3125 16th St.	8	Scott Wiener	8/22/2016
Ruby Sailing	1129 Folsom St.	6	Jane Kim	4/10/2017
Ruby's Clay Studio & Gallery	552A Noe St.	8	Scott Wiener	8/22/2016
Russian Hill Bookstore	2162 Polk St.	3	Aaron Peskin	6/26/2017
Sacred Grounds Cafe	2095 Hayes St.	5	London Breed	12/12/2016
Sam Jordan's Bar	4004 3rd St.	10	Edwin Lee	12/12/2016
Sam Wo Restaurant	713 Clay St.	3	Aaron Peskin	11/14/2016
Sam's Grill and Seafood Restaurant	374 Bush St.	3	Aaron Peskin	11/28/2016
San Francisco Eagle Bar	398 12th St.	6	Hillary Ronen	4/24/2017
San Francisco Heritage	2007 Franklin St.	2	Mark Farrell	11/28/2016
San Francisco Market Corporation	2095 Jerrold Ave., Suite 212	10	Malia Cohen	1/22/2018
San Francisco Prosthetic Orthotic Service	330 Divisadero St.	5	London Breed	12/12/2016
SF Party	939 Post St.	6	Jane Kim	8/22/2016
Shanti Project	730 Polk St., #3	6	Jane Kim	6/26/2017

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Legacy Business	Main Business Address	District	Nominator	Date Placed on Registry
Slim's	333 11th St.	6	Jane Kim	2/26/2018
Specs' 12 Adler Museum Cafe	12 William Saroyan Pl.	3	Aaron Peskin	8/8/2016
Spectacles of Union Square	177 Maiden Ln.	3	Aaron Peskin	6/26/2017
St. Francis Fountain	2801 24th St.	9	David Campos	11/14/2016
Stud Bar	399 9th St.	6	Jane Kim	11/28/2016
Tommaso's Ristorante Italiano	1042 Kearny St.	3	Aaron Peskin	11/27/2017
Toy Boat Dessert Cafe	401 Clement St.	1	Eric Mar	8/8/2016
Twin Peaks Auto Care	598 Portola Dr.	7	Norman Yee	8/22/2016
Two Jack's Nik's Place Seafood	401 Haight St.	5	London Breed	8/8/2016
Valencia Whole Foods	999 Valencia St.	9	David Campos	12/12/2016
VIP Coffee and Cake Shop	671 Broadway	3	Aaron Peskin	12/12/2016
Zam Zam	1633 Haight St.	5	London Breed	12/12/2016
Zeitgeist	199 Valencia St.	8	David Campos	10/3/2016

Notes:

<sup>1</sup>Arrow Stamp & Coin Company, BrainWash and Retro Fit Vintage are closed at these locations. At this time, the businesses remain on the Registry per the Legacy Business Registry Rules and Regulations.

<sup>2</sup>The original business address of Cartoon Art Museum when added to the Registry was 275 5th Street, Suite 303 in District 6.

<sup>3</sup>The original business address of Navarro's Kenpo Karate Studio when added to the Registry was 3470 Mission St. in District 9.

<sup>4</sup>The nomination for Real Food Company was rescinded by the nominator after the Legacy Business was placed on the Registry. Rescinding a nomination after placement on the Registry does not remove a Legacy Business from the Registry.

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*"Along with our 30 merchant businesses that call The SF Market home, we are incredibly honored by the Legacy Business Registry recognition and how it reflects on our strong commitment to our community throughout our long history. We are extremely proud of our deep connections and relationships with our customers, farming partners, Bayview Hunters Point community, and the City of San Francisco and look forward to serving them for many years to come." – Larry Brucia, Board President of San Francisco Market Corporation*

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## LEGACY BUSINESSES PER NOMINATOR

The following table indicates the number of nominations for each nominator for the 129 Legacy Businesses that were placed on the Legacy Business Registry through March 31, 2018.

**EXHIBIT 4: Legacy Businesses Per Nominator as of March 31, 2018**

Nominator	Number of Legacy Businesses
Mayor Edwin Lee	10
Supervisor London Breed	12
Supervisor David Campos	15
Supervisor Malia Cohen	2
Supervisor Mark Farrell	9
Supervisor Sandra Lee Fewer	1
Supervisor Jane Kim	19
Supervisor Eric Mar	6
Supervisor Aaron Peskin	24
Supervisor Hillary Ronen	7
Supervisor Ahsha Safaí	2
Supervisor Jeff Sheehy	5
Supervisor Katy Tang	3
Supervisor Scott Wiener	7
Supervisor Norman Yee	6
Rescinded; Formerly Supervisor Aaron Peskin	1
<b>TOTAL</b>	<b>129</b>
<b>AVERAGE</b>	<b>8</b>

## LEGACY BUSINESSES PER DISTRICT

The table on the following page indicates the number of Legacy Businesses per supervisorial district for the 129 Legacy Businesses that were placed on the Legacy Business Registry through March 31, 2018. The table lists the district for the main business address for each Legacy Business even if the Legacy Business has multiple locations included on the Registry.

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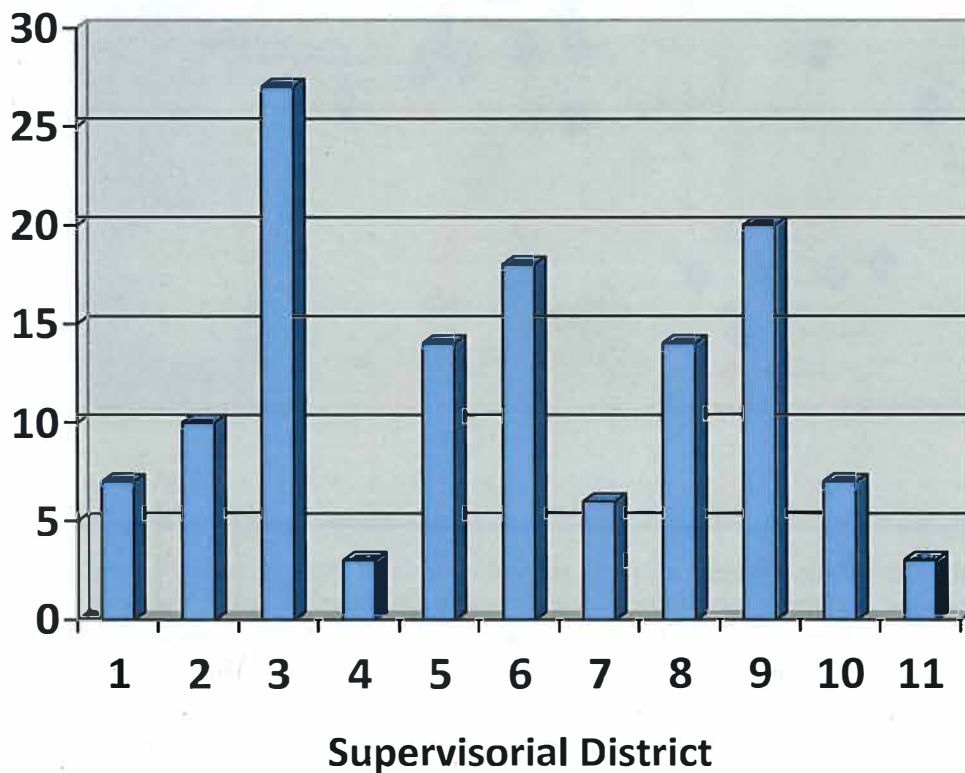
*“Our community is very proud to have the Jazz Room named a Legacy Business. This further cements and acknowledges the deep contributions of African-Americans in Bayview and San Francisco.” – Theo Ellington, Board Member of Economic Development on Third*

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**EXHIBIT 5: Table of Number of Legacy Businesses Per District as of March 31, 2018**

Supervisory District	Number of Legacy Businesses
1	7
2	10
3	27
4	3
5	14
6	18
7	6
8	14
9	20
10	7
11	3
<b>TOTAL</b>	<b>129</b>
<b>AVERAGE</b>	<b>12</b>

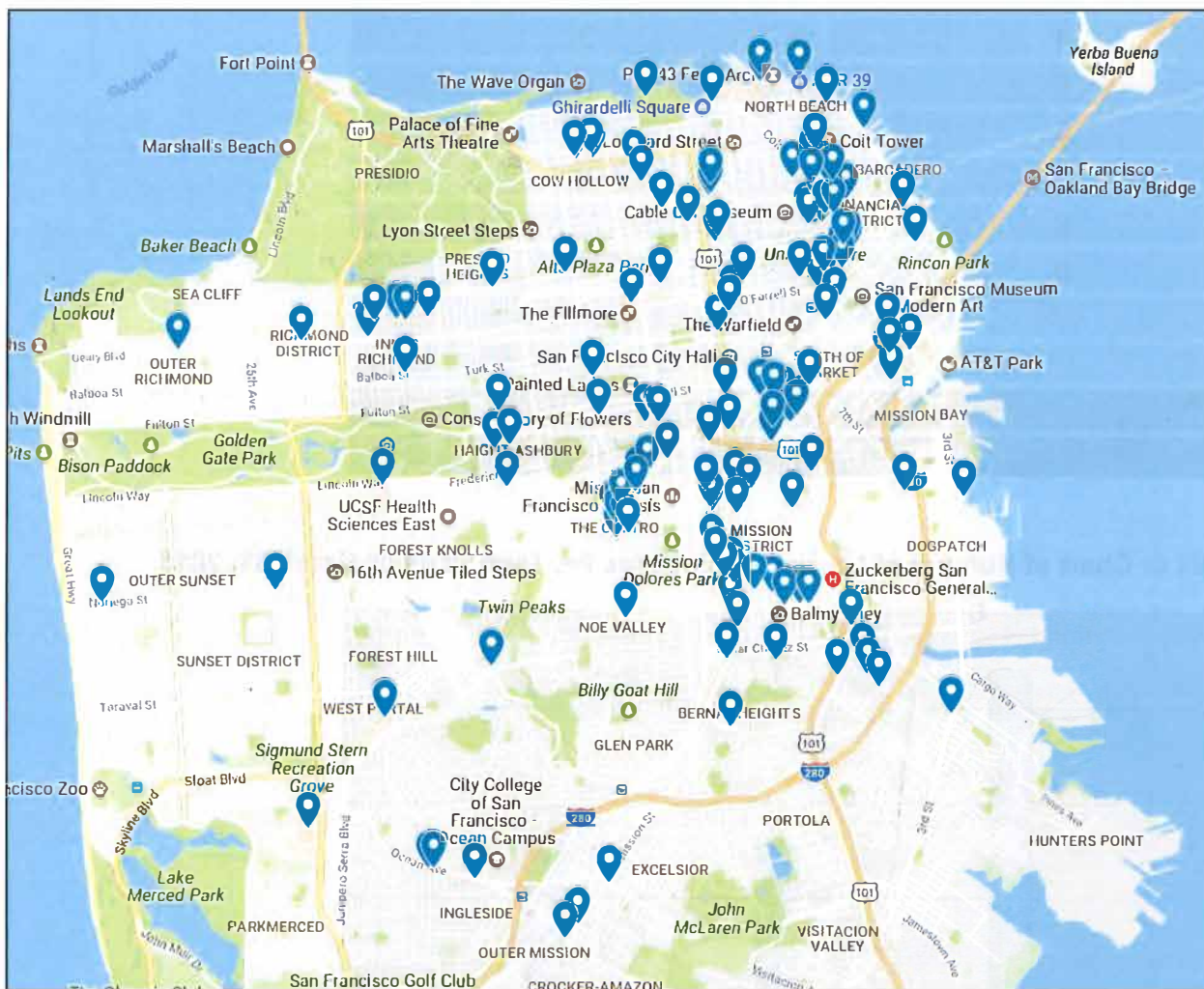
**EXHIBIT 6: Chart of Number of Legacy Businesses Per District as of March 31, 2018**



## MAP OF LEGACY BUSINESSES

The following map shows the locations of all 129 Legacy Businesses, including multiple business locations for applicable businesses, as of March 31, 2018. For a current map, please visit the following website: [https://drive.google.com/open?id=1frl3u5gtCKQYyck-hgkaQ45\\_nlo&usp=sharing](https://drive.google.com/open?id=1frl3u5gtCKQYyck-hgkaQ45_nlo&usp=sharing)

### EXHIBIT 7: Map of Legacy Businesses as of March 31, 2018



Map data ©2018 Google

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*"Local feeds local. "It's my new saying. Through all these years it's the local businesses that have kept our dream alive. Our t-shirt business runs on local creative people thinking of designs that we put on shirts. Inclusion of Babylon Burning on the Legacy Business Registry will help the business remain in ever-changing San Francisco, where we can continue helping our local, creative brothers and sisters that need to be heard." – Mike Lynch, Owner of Babylon Burning Screen Printing*

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# BUSINESS ASSISTANCE SERVICES

## SUMMARY OF SERVICES

### ONE-ON-ONE CONSULTING

The Legacy Business Program has been working with a team of technical assistance providers including the San Francisco Small Business Development Center (SFSBDC), Working Solutions and the Lawyers' Committee for Civil Rights (LCCR) to assist businesses in need of lease negotiation, real estate assistance, one-on-one business consulting, and other business challenges. Since July 1, 2017, the Legacy Business Program has provided technical assistance to 49 unduplicated clients for a total of 233 hours of consulting. Since the program launched, the Legacy Business Program has served 74 unique clients for a total of 587 hours of consulting.

#### EXHIBIT 8: Business Assistance Provided through March 31, 2018

	Fiscal Year 2017-18 (Through March 31, 2018)	Fiscal Year 2016-17	Program Total
Number of Clients	49	25	74
Number of Hours of Technical Assistance	233	354	587

### TRAINING

Not only are Legacy Businesses eligible for one-on-one consulting, but they also have access to all training workshops offered via SFSBDC at no cost. Topics include, but are not limited to, marketing, financial management, QuickBooks training, access to capital and technology.

In addition to regular workshops, SFSBDC has partnered with BusinessBlocks, a San Francisco-based small business education company, to provide Legacy Businesses with free seats in the MainStreet Marketing online course (retail value of \$750). In this course, businesses learn marketing strategy, master online and offline marketing tactics to help them reach new customers and create a practical marketing plan tailored to their specific needs. Each business is also paired with an SFSBDC marketing consultant who provides customized one-on-one advising and feedback on their marketing plan.

This packaged offering empowers Legacy Businesses with knowledge, support and confidence to innovate and adapt to a hyper-competitive and ever-evolving business environment. Since the program launched, six Legacy Businesses have taken advantage of the concentrated business program.

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*"Just because our business has been around a long time doesn't mean we don't need help. That's why this partnership between SFSBDC and BusinessBlocks is so helpful." – Emily Lund, San Francisco Prosthetic Orthotic Service, Inc.*

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# CLIENT NEEDS

## ASSISTANCE WITH LEGACY BUSINESS REGISTRY APPLICATIONS

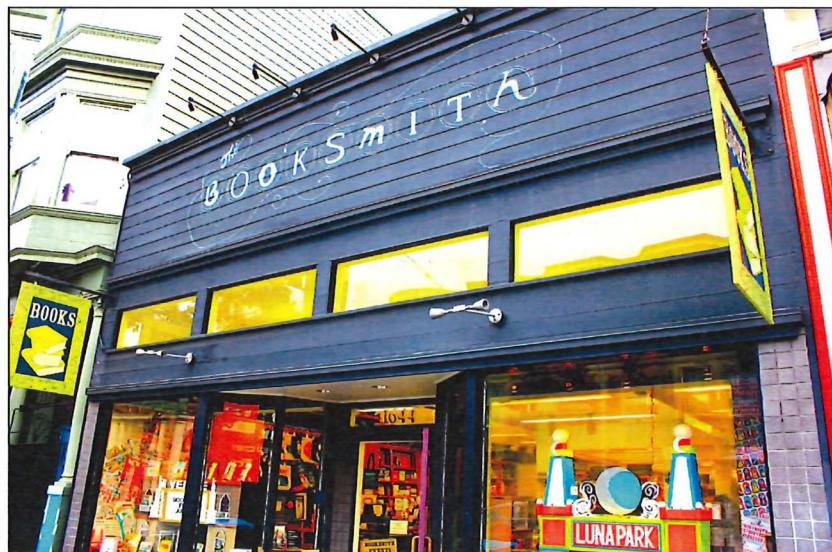
Businesses owners continue to require assistance with their Legacy Business Registry applications. Business owners needing help are paired with a business advisor who helps guide the client through the application process. The most common assistance sought by business owners is with writing the narrative section, but assistance is also provided with compiling back-up documentation and ensuring the application is complete before submission. In cases where business owners did not understand English well, an interpreter/advisor was assigned to facilitate communication.

## TECHNIAL ASSISTANCE TO LEGACY BUSINESSES

Legacy Businesses face similar challenges encountered by non-Legacy Business. The two most common issues are primarily related to real estate and business performance. The majority of Legacy Businesses do not own their commercial property and, given the bargaining power of property owners, they encounter challenges when their leases are about to expire. It is extremely helpful for business owners to work with someone who understands the negotiating process, market rates, and current real estate trends, as this helps balance the negotiating advantage of landlords.

In cases where business owners had intentions to move to new locations, SFSBDC was able to pair the business owners with real estate professionals for their relocation plans. Additionally, business owners were paired with a marketing and financial management advisor to help reduce the risk of poor sales and poor cash flow, which is inherent in a relocation.

Finally, some business owners have demonstrated a need for performance improvements. Such cases are referred to a specialized consultant to 1) help assess the business situation and diagnose the potential problems; and 2) provide one-on-one support in the areas of financial management, marketing assistance, business planning, access to capital, technology and strategy. The end-goal of the one-on-one assistance is to help establish the long-term sustainability of Legacy Businesses.



The Booksmith, an independent bookstore serving residents, tourists and book lovers in Haight-Ashbury since 1976; Photo: The Booksmith, Facebook.

## SUCCESS STORIES

Technical assistance is provided to Legacy Businesses that are listed on the Registry as well as to Legacy nominees and applicants who are in the process of applying for the Registry. Following are two success stories: one about a Legacy Business and the other about a Legacy nominee.

### **Cal's Automotive Center**

1004 Treat Ave., San Francisco, CA 94110

Company Profile: The long-time auto body shop and garage owned by Nick Calabrese has been located in the Mission District since 1977. The business was added to the Legacy Business Registry on April 24, 2017, and is also located within the Calle 24 Latino Cultural District.

Challenges: Cal's was facing displacement after being served with an eviction notice due to several factors which included proposed improvements to the building. The business had recently undergone a rent increase from \$3,500 to \$5,000 per month and had been paying on time. However, the business was still served an eviction notice under unclear circumstances.

Actions Taken: The first step taken was to get Cal's Automotive Center admitted to the Legacy Business Registry, as the business had been in operation for over 30 years. Working Solutions assisted with this application, and the business was admitted to the Registry on April 24, 2017. The next step was to connect Cal's with the Lawyers Committee for Civil Rights to provide pro-bono legal assistance. However, the issue had since moved to litigation once the eviction notice was served and a discount attorney was then provided to provide council. Nick's personal attorney assisted in negotiating a deal with the landlord to possibly leverage the Rent Stabilization Grant in exchange for a long-term lease.

Results: The landlord eventually relented and pulled the eviction order, allowing Cal's to remain at their current location indefinitely. The landlord will now honor the previous arrangement and will not evict Cal's from their space. However, the landlord did not wish to sign on to a long-term lease agreement; therefore, the Rent Stabilization Grant cannot be utilized. Nick would like to explore finding a new location at a later date where he can sign a long-term agreement. This has not been decided yet.

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*"Working Solutions treated me like family while working with me through this ordeal." – Nick Calabrese, Cal's Automotive Center*

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## **Yuet Lee Restaurant**

1300 Stockton St., San Francisco, CA 94133

**Company Profile:** Yuet Lee Restaurant has been nominated to the Legacy Business Registry. It is a traditional family-owned Chinese restaurant founded by the father of an immigrant family, Chi Yuet Yu, in 1977 and passed on to Sam Yu, the second son in 1988. Yuet Lee specializes in Hong Kong Style Seafood dishes. It is a famous icon at the corner of Stockton St. and Broadway in Chinatown, San Francisco, for the last 41 years.

**Challenges:** Yuet Lee's Restaurant was affected by road construction on Stockton Street resulting from the Central Subway Project in the Chinatown area. As a result, the business owner exhausted cash reserves and needed additional capital to continue his operation.

**Action Taken:** SFSBDC advisor Lawrence Liu learned about the challenges the business was facing and informed the client of an opportunity to access a low interest City Loan managed by Main Street Launch (MSL). Lawrence helped the client complete the loan application, gather the required documentation and submit the packet to the loan officer.

**Results:** After two months of tireless preparation and resolving challenges, a \$50,000 loan was eventually approved on April 11, 2018. Sam now has a peace of mind knowing that he has sufficient fund to keep his business running healthily amid the impact brought by the construction. He plans to hire additional staff when the business improves.



Owner Sam Yu in front of Yuet Lee Restaurant; Photo: SFSBDC.

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*"A great thank you to both SBDC and MSL. They are really hard working people who care and help small businesses. Without their help I am afraid that I will be running my restaurant under great financial stress. Thank you!" – Sam Yu, Yuet Lee Restaurant*

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# LEGACY BUSINESS HISTORIC PRESERVATION FUND

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The purpose of the Legacy Business Historic Preservation Fund is to maintain San Francisco's cultural identity and to foster civic engagement and pride by assisting long-operating businesses to remain in the city.

Long-operating businesses in San Francisco foster civic engagement and pride as neighborhood gathering spots, and contribute to San Francisco's cultural identity.

In San Francisco's current economic climate, many otherwise successful, long-operating businesses are at risk of displacement, despite continued value to the community and a record of success. In recent years, San Francisco has witnessed the loss of many long-operating businesses because of increased rents or lease terminations.

To the extent that property owners have little incentive to retain longstanding tenants, a long-operating business that does not own its commercial space or have a long-term lease is particularly vulnerable to displacement. A viable strategy for securing the future stability of San Francisco's long-operating businesses is to provide incentives for them to stay in the community, and incentives for their landlords to enter into long-term leases with such businesses.

Through the Legacy Business Historic Preservation Fund, Legacy Businesses on the Registry may receive Business Assistance Grants of up to \$500 per full-time equivalent employee per year, while landlords who extend the leases of such businesses for at least 10 years may receive Rent Stabilization Grants of up to \$4.50 per square foot of space leased per year. The business grants are capped at \$50,000 annually; the landlord grants are capped at \$22,500 a year. A biennial Consumer Price Index (CPI) adjustment will be added to the grants starting in fiscal year 2017-18.

## BUSINESS ASSISTANCE GRANT

Business Assistant Grants are used to promote the long-term stability of Legacy Businesses and help them remain in San Francisco. The grant pays up to \$500 per full-time equivalent employee (FTE) per year, plus a Consumer Price Index adjustment, up to a maximum of 100 FTEs.

"Full-time equivalent employees" are defined as the number of employees employed in San Francisco by a Legacy Business as of the immediately preceding June 30, which is determined by adding, for each employee employed as of that date, the employee's average weekly hours over the preceding 12 months (July 1-June 30), dividing the result by 40 and rounding to the nearest full employee.

For fiscal year 2017-18, a total of 72 of the 111 eligible Legacy Business applied for a Business Assistance Grant. The average applicant had 16.85 FTEs and received a grant of \$8,685, totaling \$625,321 for all grantees.

For more information about the Business Assistance Grant, please visit <http://sfosb.org/legacy-business/businessgrant>.

## BUSINESS ASSISTANCE GRANT AWARDS

The following indicates Business Assistance Grant awards for fiscal year 2017-18, including the name of the recipient, the number of FTEs, the grant amount and the proposed use of funds. A Consumer Price Index adjustment of 3.1% is included in the grant amounts.

### EXHIBIT 9: Business Assistance Grant Awards for Fiscal Year 2017-18

Legacy Business	Number of FTEs	Grant Amount	Proposed Use of Funds	
Acción Latina <sup>5</sup>	5	\$2,578	Office Supplies Security	\$1,778 \$800
Analytical Psychology Club of San Francisco <sup>5</sup>	1	\$516	Rent	\$516
ArtHaus Gallery	2	\$1,031	Tenant Improvements	\$1,031
Avedano's Holly Park Market	7	\$3,609	Equipment	\$3,609
Bay Area Video Coalition, Inc. <sup>5</sup>	28	\$14,434	Rent	\$14,434
Blue Bear School of Music <sup>5</sup>	10	\$5,155	Marketing/Promotion	\$5,155
Books Inc.	71	\$36,601	Tenant Improvements	\$36,601
Booksmith	10	\$5,155	Equipment/Technology	\$5,155
Bo's Flower Stand	1	\$516	Marketing/Promotion	\$516
BrainWash	10	\$5,155	Rent	\$5,155
Brazen Head	13	\$6,702	Rent	\$6,702
Brownies Hardware	9	\$4,640	Façade Improvements	\$4,640
Cable Car Clothiers	3	\$1,547	Rent	\$1,547
Caffe Trieste	7	\$3,609	Tenant Improvements Marketing/Promotion	\$1,109 \$2,500
Casa Sanchez	12	\$6,186	Tenant Improvements	\$6,186
Chinese Historical Society of America <sup>5</sup>	7	\$3,609	Marketing/Promotion	\$3,609
Cinderella Bakery and Café	14	\$7,217	Rent	\$7,217
City Lights Booksellers and Publishers	18	\$9,279	Marketing/Promotion	\$9,279
Clarion Music Center	1	\$516	Rent	\$516
Cole Hardware	100	\$51,550	Rent	\$51,550
Community Boards <sup>5</sup>	2	\$1,031	Marketing/Promotion Rent	\$1,000 \$31
DNA Lounge	52	\$26,806	Equipment/Technology Financial Advisor Marketing/Promotion Tenant Improvements Rent	\$8,000 \$3,000 \$5,000 \$10,000 \$806

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Legacy Business	Number of FTEs	Grant Amount	Proposed Use of Funds	
Doc's Clock	3	\$1,547	Tenant Improvements	\$1,547
Dog Eared Books	13	\$6,702	Marketing/Promotion	\$3,702
			Tenant Improvements	\$3,000
Donaldina Cameron House <sup>5</sup>	29	\$14,950	Marketing/Promotion	\$14,950
Elite Sports Soccer	6	\$3,093	Façade Improvements	\$3,093
EROS	6	\$3,093	Marketing/Promotion	\$3,093
Escape from New York Pizza	62	\$31,961	Tenant Improvements	\$31,000
			Façade Improvements	\$961
Flax Art and Design	5	\$2,578	Rent	\$2,578
Gilmans Kitchens and Baths	12	\$6,186	Rent	\$6,186
Gino and Carlo	5	\$2,578	Rent	\$2,578
Golden Bear Sportswear	20	\$10,310	Human Resources	\$10,000
			Equipment/Technology	\$310
Golden Gate Fortune Cookies	2	\$1,031	Tenant Improvements	\$1,031
Good Vibrations	21	\$10,826	Façade Improvements	\$5,526
			Tenant Improvements	\$5,300
Great American Music Hall	23	\$11,857	Tenant Improvements	\$11,857
Green Apple Books	32	\$16,496	Tenant Improvements	\$5,896
			Associate Membership	\$4,300
			Legal Assistance	\$4,928
			Rent	\$1,372
Gypsy Rosalie's Wigs and Vintage	1	\$516	Marketing/Promotion	\$516
Hamburger Haven	5	\$2,578	Tenant Improvements	\$2,578
Henry's House of Coffee	8	\$4,124	Equipment/Technology	\$4,124
Image Conscious	10	\$5,155	Website Improvements	\$3,000
			Tenant Improvements	\$2,155
Izzy's Steaks and Chops	25	\$12,888	Tenant Improvements	\$10,500
			Equipment/Technology	\$2,388
Joe's Ice Cream	4	\$2,062	Tenant Improvements	\$2,000
			Marketing/Promotion	\$62
Lone Star Saloon	3	\$1,547	Rent	\$1,547
Luxor Cab Company	16	\$8,248	Equipment	\$8,248
Macchiarini Creative Design and Metalworks	3	\$1,547	Equipment	\$797
			Accounting	\$750
Mission Neighborhood Health Center <sup>5</sup>	100	51,550	Tenant Improvements	\$51,550

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Legacy Business	Number of FTEs	Grant Amount	Proposed Use of Funds	
Moby Dick	8	\$4,124	Human Resources Equipment/Technology Façade Improvements	\$1,500 \$2,500 \$124
Pacific Café	9	\$4,640	Rent	\$4,640
Papenhausen Hardware	11	\$5,671	Equipment/Technology Marketing/Promotion Tenant Improvements	\$2,500 \$2,500 \$671
Phoenix Arts Association Theatre	1	\$516	Equipment/Technology	\$516
Pier 23 Café	47	\$24,229	Tenant Improvements	\$24,229
Precita Eyes Muralists <sup>5</sup>	7	\$3,609	Rent	\$3,609
Project Inform <sup>5</sup>	9	\$4,640	Rent	\$4,640
Project Open Hand <sup>5</sup>	100	\$51,550	Façade Improvements	\$51,550
Rooky Ricardo's Records	1	\$516	Façade Improvements	\$516
Roxie Theater <sup>5</sup>	11	\$5,671	Rent	\$5,671
Russian Hill Bookstore	1	\$516	Façade Improvements	\$516
Sacred Grounds Café	4	\$2,062	Rent	\$2,062
Sam Wo Restaurant	16	\$8,248	Marketing/Promotion Tenant Improvements	\$6,248 \$2,000
San Francisco Eagle	6	\$3,093	Tenant Improvements	\$3,093
SF Prosthetic Orthotic Service	12	\$6,186	Human Resources	\$6,186
SF Party	15	\$7,733	Equipment/Technology	\$7,733
Nihonmachi Little Friends <sup>5</sup>	21	\$10,826	Façade Improvements	\$10,826
Sam's Grill and Seafood Restaurant	26	\$13,403	Rent Marketing/Promotion	\$13,000 \$403
San Francisco Heritage <sup>5</sup>	4	\$2,062	Marketing/Promotion	\$2,062
Shanti Project <sup>5</sup>	52	\$26,806	Rent	\$26,806
St. Francis Fountain	11	\$5,671	Tenant Improvements	\$5,671
The Stud	5	\$2,578	Tenant Improvements	\$2,578
Valencia Whole Foods	5	\$2,578	Façade Improvements	\$2,578
Twin Peaks Auto Care	5	\$2,578	Tenant Improvements	\$2,578
Zam Zam	2	\$1,031	Tenant Improvements	\$1,031
Zeitgeist	27	\$13,919	Tenant Improvements	\$13,919
<b>TOTAL</b>	<b>1,213</b>	<b>\$625,321</b>		<b>\$625,321</b>

Note:

<sup>5</sup>Nonprofit organization.



The following tables indicate Business Assistance Grant awards for fiscal year 2017-18 and, for comparative purposes, fiscal year 2016-17.

**EXHIBIT 10: Business Assistance Grant Awards for Fiscal Year 2017-18**

	Number of FTEs	Grant Amount
<b>TOTAL</b>	<b>1,213</b>	<b>\$625,321</b>
<b>COUNT</b>	<b>72</b>	<b>72</b>
<b>AVERAGE</b>	<b>16.85</b>	<b>\$8,685</b>
<b>MEDIAN</b>	<b>9.00</b>	<b>\$4,640</b>
<b>FOR-PROFIT AVERAGE</b>	<b>14.51</b>	<b>\$7,480</b>
<b>NONPROFIT AVERAGE</b>	<b>25.73</b>	<b>\$13,266</b>

**EXHIBIT 11: Business Assistance Grant Awards for Fiscal Year 2016-17**

	Number of FTEs	Grant Amount
<b>TOTAL</b>	<b>798</b>	<b>\$399,000</b>
<b>COUNT</b>	<b>51</b>	<b>51</b>
<b>AVERAGE</b>	<b>15.65</b>	<b>\$7,824</b>
<b>MEDIAN</b>	<b>8.00</b>	<b>\$4,000</b>
<b>FOR-PROFIT AVERAGE</b>	<b>12.72</b>	<b>\$6,360</b>
<b>NONPROFIT AVERAGE</b>	<b>31.38</b>	<b>\$15,688</b>

**PROPOSED USE OF BUSINESS ASSISTANCE GRANTS**

Consistent with the purpose of the Legacy Business Historic Preservation Fund as set forth in Administrative Code section 2A.243(a), Business Assistance Grant funds shall be used only to promote the long-term stability of Legacy Businesses or to help Legacy Businesses remain in San Francisco. The following table is a summary of how applicants intend to use the 2017-18 grant funds to support the continuation of their businesses as a Legacy Businesses.

**EXHIBIT 12: Proposed Use of Business Assistance Grant Funds for Fiscal Year 2017-18**

Proposed Use of Funds	Amount	Percent of Total
Advisor (Financial/Legal)	\$8,678	1.39%
Associate Membership	\$4,300	0.69%
Equipment/Technology	\$45,880	7.34%
Façade Improvements	\$80,330	12.85%
Human Resources	\$17,686	2.83%

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Proposed Use of Funds	Amount	Percent of Total
Marketing/Promotion	\$63,595	10.17%
Office Supplies	\$1,778	0.28%
Rent	\$163,163	26.09%
Security	\$800	0.13%
Tenant Improvements	\$239,111	38.24%
<b>TOTAL</b>	<b>\$625,321</b>	<b>100.00%<sup>6</sup></b>

## ACTUAL USE OF BUSINESS ASSISTANCE GRANTS

The following table is a summary of how applicants used the 2016-17 grant funds to support the continuation of their businesses as a Legacy Businesses.

### EXHIBIT 13: Actual Use of Business Assistance Grant Funds from Fiscal Year 2016-17

Proposed Use of Funds	Amount	Percent of Total
Associate Membership	\$2,100	0.53%
Equipment/Technology	\$34,885	8.74%
Façade Improvements	\$61,123	15.32%
Human Resources	\$20,361	5.10%
Marketing/Promotion	\$22,306	5.59%
Rent	\$87,589	21.95%
Tenant Improvements	\$155,186	38.89%
Vehicle Registrations	\$2,450	0.61%
Other	\$13,000	3.26%
<b>TOTAL</b>	<b>\$399,000</b>	<b>100.00%<sup>6</sup></b>

Note:

<sup>6</sup>Percentage does not sum to 100 percent due to rounding.

## RENT STABILIZATION GRANT

The Rent Stabilization Grant (<http://sfosb.org/legacy-business/rentgrant>) is used to provide an incentive for landlords to enter into long-term leases with Legacy Businesses.

Per San Francisco Administrative Code section 2A.243(c)(1), "Subject to the budgetary and fiscal provisions of the City Charter, the Office of Small Business shall award an annual grant to a landlord that, on or after January 1, 2016, enters into an agreement with a Legacy Business that leases real property in San Francisco to the Legacy Business for a term of at least 10 years or extends the term of the Legacy Business's existing lease to at least 10 years, for each year of a lease entered into on or after January 1, 2016, or each year that was added to an existing lease on or after January 1, 2016



(e.g., an existing five-year lease that is extended to 20 years on January 1, 2016 would entitle the landlord to 15 years of grants) ...”

The Rent Stabilization Grant was issued in February 2017. The following table indicates Rent Stabilization Grant applications received as of March 31, 2018.

**EXHIBIT 14: Rent Stabilization Grant Applications Paid as of March 31, 2018**

<b>Landlord of Legacy Business</b>	<b>Address of Legacy Business</b>	<b>Date Paid</b>	<b>Grant Amount</b>
Gilmans Screens and Kitchens	228 Bayshore Blvd.	June 5, 2017	\$22,500.00
Navarro's Kenpo Karate Studio	960 Geneva Avenue	June 15, 2017	\$11,700.00
St. Francis Fountain	2051 Market Street	June 22, 2017	\$12,420.00
<b>Subtotal Fiscal Year 2016-17</b>			<b>\$46,620.00</b>
EROS: The Center for Safe Sex	2051 Market Street	August 14, 2017	\$22,500.00
Lone Star Saloon	1352 Harrison Street	December 8, 2017	\$23,197.50
Ruby's Clay Studio and Gallery	552-552A Noe Street	December 18, 2017	\$23,197.50
Sam's Grill & Seafood Restaurant	374 Bush Street	January 16, 2018	\$21,069.00
Joe's Ice Cream	5420 Geary Blvd.	January 19, 2018	\$9,279.00
Papenhausen Hardware	32 West Portal Avenue	January 22, 2018	\$16,962.01
Analytical Psychology Club of San Francisco	2411 Octavia St., Suite 1	January 22, 2018	\$3,214.25
Community Boards	601 Van Ness Ave., Suite 2040	January 22, 2018	\$7,506.71
Eddie's Café	800 Divisadero Street	January 22, 2018	\$3,711.60
Golden Gate Fortune Cookies	56 Ross Alley	February 12, 2018	\$13,686.53
Elite Sport Soccer	2637 Mission Street	March 15, 2018	\$13,918.50
<b>Subtotal Fiscal Year 2017-18</b>			<b>\$158,242.60</b>
<b>TOTAL</b>			<b>\$204,862.60</b>
<b>COUNT</b>			<b>14</b>
<b>AVERAGE</b>			<b>\$14,633.04</b>

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*“The Mindful Body yoga and massage studio is thrilled to be recognized as a long standing member of the San Francisco wellness community and to be a continuing contributor to the eclectic cultural fabric of our wonderful city.” – Maile Sivert, Owner of The Mindful Body*

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## MARKETING AND BRANDING

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The Office of Small Business began working with Osaki Creative Group, a third party marketing firm, for marketing and branding services for the Legacy Business Program. Osaki Creative Group was selected out of seven companies who responded to a Request For Quotes in July 2017. The goal for the project is to elevate the Legacy Business Program through the creation of a logo, brand, marketing strategy and website design.

As part of this work, the Office of Small Business established a Marketing and Branding Committee consisting of representatives from the Small Business Commission, Office of Small Business, Historic Preservation Commission, Office of Economic and Workforce Development, Planning Department and San Francisco Heritage to work with Osaki Creative Group to provide guidance and direction on the project.

In addition, the Office of Small Business hired a new employee, Rhea Aguinaldo, as a Business Case Manager and Assistance Project Manager. Rhea spends 20% of her time supporting the Legacy Business Program largely through a communications and administrative role. Rhea helps to increase visibility for the program by writing press releases and managing social media. She also reviews and processes Business Assistance Grants.

### SOCIAL MEDIA PROMOTION

Building a strong social media presence is an easy and cost-effective way to increase visibility of the Legacy Business Program and, more importantly, draw customers to Legacy Businesses. The Office of Small Business ramped up social media efforts for the Legacy Business Program on its Twitter (@SFOSB) and Facebook (<https://www.facebook.com/SFOSB/>) pages. This includes announcement posts when new Legacy Businesses are added to the Registry. Social media will be used for better engagement of the program with the public. Supporters are encouraged to post photos and share stories of their favorite Legacy Businesses, making sure to tag the business and Office of Small Business and use the hashtag “#sflegacybusiness.”

### PRESS RELEASES AND MEDIA ENGAGEMENT

Press releases have helped bring valuable media attention to the Legacy Business Program locally and nationally. The Office of Small Business began issuing regular press releases to announce new businesses added to the Registry starting in September 2017. Press releases are also issued to announce notable accomplishments, such as when Casa Sanchez became the 100th Legacy Business. Establishing this process has proven to be a successful way to draw visibility of the program as evidenced by an increase in press articles on the Legacy Business Program and Legacy Businesses. This includes pick-up on the Internet via blogs and social networks.

In fiscal year 2017-18 through March 31, 2018, eight press releases were issued by the Office of Small Business resulting in the publication of 13 known news articles, including coverage by the San Francisco Chronicle, Hoodline and San Francisco Eater.

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*“I believe that the Legacy Business Program isn’t just about the San Francisco of the past, it’s very much about the San Francisco of today, and what we want this great city to look like in the future.” – Tony Huerta, co-owner of Lone Star Saloon*

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#### EXHIBIT 15: Press Releases Issued

Fiscal Year	Number of Press Releases Issued	Number of Known News Articles Resulting From Press Releases
Fiscal Year 2016-17	2	9
Fiscal Year 2017-18 Through March 31, 2018	8	13
<b>TOTAL</b>	<b>10</b>	<b>22</b>

#### NOTABLE PRESS MENTIONS AND ARTICLES

August 17, 2017, San Francisco Business Times, ["Here's how San Francisco's Legacy Business program works."](#)

September 14, 2017, San Francisco Chronicle, ["Casa Sanchez named a San Francisco Legacy Business."](#)

November 30, 2017, San Francisco Bay Times, ["El Rio Receives Legacy Business Status."](#)

December 7, 2017, San Francisco Chronicle, ["Slice of Culinary History: Pizza Destination Tommaso's Gets Legacy Status."](#)

January 2, 2018, SF Station, ["San Francisco's Legacy Business List: Historical & Cultural Hot Spots That Were Added in 2017."](#)

March 22, 2018, Katom.com, ["Preserving Small Businesses in San Francisco."](#)

#### LEGACY BUSINESS PROGRAMS IN OTHER CITIES

Several cities in the United States and Canada are considering developing legacy business programs for their cities, including New York, Washington, Seattle, Madison, Tucson and Vancouver. As part of their research efforts, some city officials have contacted the Office of Small Business about San Francisco's Legacy Business Program. The press over the past two years has covered some of their efforts.

February 2017, Seattle Magazine, ["Some Seattle Companies May Benefit From City's Legacy Business Program."](#)

March 1, 2017, MyNorthwest, ["Legacy Business Program could save your favorite Seattle business."](#)

March 28, 2018, Tucson Weekly, ["Here's How To Preserve Local Ownership on Fourth Avenue."](#)

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*"It is highly fortuitous for Kabuki Springs & Spa to be added to the Registry in the same week as the 50th anniversary of the Japanese Cultural and Trade Center. I hope we can continue to be a place of respite for San Franciscans for years to come." – Kathy Nelsen, Spa Director of Kabuki Springs & Spa*

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# PROGRAM BUDGET

## FISCAL YEAR 2016-17

The following table indicates revenue and expenses for the Legacy Business Program for fiscal year 2016-17.

### EXHIBIT 16: Legacy Business Program Budget for Fiscal Year 2016-17

Budget Item	Estimated Revenue	Estimated Expenses	Difference Between Revenue and Expenses	Carryforward to Next Fiscal Year
<b>Staffing</b>				
All Legacy Business Program Staff Including Fringe Benefits	\$239,623	\$163,319	\$76,304	\$0
<b>Subtotal Staffing</b>	<b>\$239,623</b>	<b>\$163,319</b>	<b>\$76,304</b>	<b>\$0</b>
<b>Program Expenses</b>				
Translation Services	\$28,000	\$5,473	\$21,039	\$0
Marketing (Branding; Collateral)		\$1,488		
Reserve (From FY 2015-16)	\$25,000	\$0	\$25,000	\$25,000
<b>Subtotal Program Expenses</b>	<b>\$53,000</b>	<b>\$6,961</b>	<b>\$46,039</b>	<b>\$25,000</b>
<b>Application Fees</b>				
Carryforward Application Fees (From Fiscal Year 2015-16)	\$1,400	\$0	\$1,400	\$1,400
Application Fees	\$4,050	\$0	\$4,050	\$4,050
<b>Subtotal Application Fees</b>	<b>\$5,450</b>	<b>\$0</b>	<b>\$5,450</b>	<b>\$5,450</b>
<b>Grants</b>				
Business Assistance Grant	\$1,000,000	\$414,580 <sup>7</sup>	\$585,420	\$585,420
Rent Stabilization Grant				
Reserve (From FY 2015-16)	\$281,250	\$0	\$281,250	\$281,250
<b>Subtotal Grants</b>	<b>\$1,281,250</b>	<b>\$414,580</b>	<b>\$866,670</b>	<b>\$866,670</b>
<b>TOTAL</b>	<b>\$1,579,323</b>	<b>\$584,860</b>	<b>\$994,463</b>	<b>\$897,120</b>

Notes:

<sup>7</sup>Actual grant amounts for fiscal year 2016-17 were \$399,000 for the Business Assistance Grant and \$46,620 for the Rent Stabilization Grant, totaling \$445,620. Only \$414,580 was expended by June 30, 2017, (a difference of \$31,040). The remaining \$585,420 was carried forward to fiscal year 2017-18.

## FISCAL YEAR 2017-18

The following table indicates estimated revenue and expenses for the Legacy Business Program for fiscal year 2017-18.

### EXHIBIT 17: Estimated Legacy Business Program Budget for Fiscal Year 2017-18

<u>Budget Item</u>	<u>Estimated Revenue</u>	<u>Estimated Expenses</u>	<u>Difference Between Revenue and Expenses</u>	<u>Carryforward to Next Fiscal Year</u>
<b>Staffing</b>				
All Legacy Business Program Staff Including Fringe Benefits	\$276,875	\$276,875	\$0	\$0
<b>Subtotal Staffing</b>	<b>\$276,875</b>	<b>\$276,875</b>	<b>\$0</b>	<b>\$0</b>
<b>Program Expenses</b>				
Translation Services	\$20,400	\$5,400	\$0	\$0
Marketing (Branding; Collateral)		\$40,000	\$0	\$0
Reserve (From FY 2015-16)	\$25,000		\$0	\$0
<b>Subtotal Program Expenses</b>	<b>\$45,400</b>	<b>\$45,400</b>	<b>\$0</b>	<b>\$0</b>
<b>Application Fees</b>				
Carryforward Application Fees (From Fiscal Year 2016-17)	\$5,450	\$0	\$5,450	\$5,450
Application Fees	\$2,200 <sup>8</sup>	\$0	\$2,200	\$2,200
<b>Subtotal Application Fees</b>	<b>\$7,600</b>	<b>\$0</b>	<b>\$7,600</b>	<b>\$7,600</b>
<b>Grants</b>				
Carryforward Grants (From Fiscal Year 2016-17)	\$585,420	\$1,116,670 <sup>9</sup>	\$0	\$0
Business Assistance Grant	\$250,000		\$0	\$0
Rent Stabilization Grant				
Reserve (From FY 2015-16)	\$281,250		\$0	\$0
<b>Subtotal Grants</b>	<b>\$1,116,670</b>	<b>\$1,116,670</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$1,446,545</b>	<b>\$1,438,945</b>	<b>\$7,600</b>	<b>\$7,600</b>

Notes:

<sup>8</sup> Estimated 44 applications at \$50 per application.

<sup>9</sup> Calculated as \$31,040 for grants from fiscal year 2016-17, \$625,321 for Business Assistance Grants for fiscal year 2017-18 and \$460,309 for Rent Stabilization Grants for fiscal year 2017-18.



## FISCAL YEAR 2018-19

The following table indicates estimated revenue and expenses for the Legacy Business Program for fiscal year 2018-19.

### EXHIBIT 18: Estimated Legacy Business Program Budget for Fiscal Year 2018-19

Budget Item	Estimated Revenue	Estimated Expenses	Difference Between Revenue and Expenses	Carryforward to Next Fiscal Year
<b>Staffing</b>				
All Legacy Business Program Staff Including Fringe Benefits	\$287,330	\$287,330	\$0	\$0
<b>Subtotal Staffing</b>	<b>\$287,330</b>	<b>\$287,330</b>	<b>\$0</b>	<b>\$0</b>
<b>Program Expenses</b>				
Translation Services	\$20,400	\$20,400	\$0	\$0
Marketing (Branding; Collateral)			\$0	\$0
<b>Subtotal Program Expenses</b>	<b>\$20,400</b>	<b>\$20,400</b>	<b>\$0</b>	<b>\$0</b>
<b>Application Fees</b>				
Carryforward Application Fees (From Fiscal Year 2017-18)	\$7,600	\$7,000	\$3,600	\$3,600
Application Fees	\$3,000 <sup>10</sup>			
<b>Subtotal Application Fees</b>	<b>\$10,600</b>	<b>\$7,000</b>	<b>\$3,600</b>	<b>\$3,600</b>
<b>Grants</b>				
Business Assistance Grant	\$1,000,000	\$1,000,000	\$0	\$0
Rent Stabilization Grant				
<b>Subtotal Grants</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$1,318,330</b>	<b>\$1,314,730</b>	<b>\$3,600</b>	<b>\$3,600</b>

Notes:

<sup>10</sup>Estimated five applications per month at \$50 per application.



The Roxie Theater, a movie theater in the Mission District hosting daily film screenings, special events and programs since 1934; Photo: [www.roxie.com](http://www.roxie.com).



# PROGRAM CHALLENGES

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The Office of Small Business has identified some challenges faced by businesses applying for the Legacy Business Registry as well as Legacy Businesses listed on the Registry. The Office of Small Business, with the assistance of the San Francisco Small Business Development Center and other partners, will continue to address these challenges.

## Legacy Business Registry Applications

Some business owners require assistance with their Legacy Business Registry applications due to time and staffing constraints, language barriers and other issues. The most common assistance sought by business owners is with the writing of their application narrative sections. The San Francisco Small Business Development Center has provided, and will continue to provide, assistance to business owners needing help with their applications, including providing an interpreter/advisor to facilitate communication, if needed, at no charge to the business.

In addition, students at the University of San Francisco will be assisting six businesses with their Legacy Business Registry application narratives in fiscal year 2018-19.

## Grant Writing and Grant Reporting

There appears to be a trend among Legacy Businesses in which the smaller businesses have been less likely to apply for the Business Assistance Grant. It is possible this is due to time and staffing constraints, language barriers and computer access challenges. It is also possible that small businesses with fewer employees are less incentivized to apply for Business Assistance Grants because the grants are based upon the number of employees.

The Office of Small Business will be researching this further in fiscal year 2018-19 and considering how to provide grant-writing assistance, if needed, in later fiscal years.

## Suppliers with the City and County of San Francisco

All grantees receiving grants through the Legacy Business Program must become Suppliers with the City and County of San Francisco to receive payments. The process to become a Supplier with the City became exceedingly difficult starting July 2017 when the City went live with its new financial system. All businesses must now be guided step-by-step through the multi-step Supplier set-up process. To help Legacy Businesses, the Office of Small Business assisted in the development of an unofficial Supplier Portal Resource Guide.

In upcoming fiscal years, the Office of Small Business will work with other City departments to improve and streamline the Supplier set-up process.

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*“The beauty of Two Jack’s Nik’s Place being recognized as a Legacy Business is in the blood, sweat, tears and commitment of so many different people coming together and believing in what my family created. It represents courage, faith and hope that when you are committed every day to being the highest expression of yourself, your efforts will be rewarded.” – Nikki Cooper, second generation owner of Two Jack’s Nik’s Place Seafood*

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# MAJOR UPCOMING ACTIVITIES

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Following are major upcoming activities for the Legacy Business Program for the fourth quarter of fiscal year 2017-18 and for fiscal year 2018-19:

- Issuing and processing the Business Assistance Grant for fiscal year 2018-19, which will be translated into Spanish, Chinese and Tagalog.
- Issuing an annual “Re-Application” form for current grantees of the Rent Stabilization Grant.
- Continuing to process new Rent Stabilization Grant applications for landlords of Legacy Businesses.
- Developing policies to measure and analyze the effects of the Business Assistance Grant and Rent Stabilization Grant, and developing protocols to address the growing demand for the grants.
- Providing resources and training to Legacy Businesses for succession planning in partnership with the San Francisco Small Business Development Center, the Democracy at Work Institute and the University of San Francisco’s Gellert Family Business Resource Center.
- Providing real estate technical assistance, and researching new opportunities for assisting Legacy Businesses with the purchase of commercial buildings and commercial spaces.
- Creating a resource guide about commercial tenancies-in-common (TICs) to educate Legacy Businesses on how to purchase commercial real estate in partnership with other businesses.
- Working with the Planning Department and other City departments to provide benefits to Legacy Businesses and their landlords.
- Creating a logo for the Legacy Business Program.
- Developing a marketing and branding plan for the Legacy Business Program including, but not limited to, the creation of collateral and public relations materials, the establishment of a marketing plan to promote Legacy Businesses and the redesign of the Legacy Business Program website.



St. Francis Fountain, the oldest business in the Mission District's Calle 24 Latino Cultural District;  
Photo: St. Francis Fountain, Facebook.

# CONTACT INFORMATION

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## SMALL BUSINESS COMMISSION

Stephen Adams, President  
Mark Dwight, Vice-President  
Kathleen Dooley, Commissioner  
William Ortiz-Cartagena, Commissioner  
Irene Yee Riley, Commissioner  
Miriam Zouzounis, Commissioner

## OFFICE OF SMALL BUSINESS

Regina Dick-Endrizzi, Director

## LEGACY BUSINESS PROGRAM

Richard Kurylo, Program Manager  
Rhea Aguinaldo, Assistant Project Manager  
Lawrence Liu, Business Advisor

Mail: Legacy Business Program  
Office of Small Business  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
City Hall Room 110  
San Francisco, CA 94102-4681  
Website: [www.sfosb.org/legacy-business](http://www.sfosb.org/legacy-business)  
Email: [legacybusiness@sfgov.org](mailto:legacybusiness@sfgov.org)  
Phone: (415) 554-6680  
Fax: (415) 558-7844



# SAN FRANCISCO PLANNING DEPARTMENT

May 23, 2018

Clerk of the Board of Supervisors  
City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102

Re: **The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project, and Hub Housing Sustainability District (HSD) – Notice of Availability and Notice of Preparation**  
(Planning Department File Nos. 2015-000940ENV, 2017-008051ENV, and 2016-014802ENV)

To Whom It May Concern:

Pursuant to the San Francisco Administrative Code Chapter 31, the enclosed documents are being forwarded to you for distribution to the Board of Supervisors. An electronic version of these documents will also be emailed to you today.

If you have any questions related to this project's environmental evaluation, please call me at (415) 575-9127.

Sincerely,

Tania Sheyner

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 23 PM 3:14  
BY [Signature]



# SAN FRANCISCO PLANNING DEPARTMENT

## PUBLIC NOTICE Availability of Notice of Preparation of Environmental Impact Report

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*Date:* May 23, 2018  
*Case No.:* 2015-000940ENV, 2017-008051ENV, 2016-014802ENV  
*Project Title:* The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project, and Hub Housing Sustainability District (HSD)  
*Zoning:* Neighborhood Commercial (NCT-3) Use; Downtown General Commercial (C-3-G) Use; Hayes Neighborhood Commercial (Hayes NCT) Use District, and Public (P) Use Districts  
Multiple Height and Bulk Districts (The Hub Plan and Hub HSD)  
120/400 R-2 Height and Bulk District (30 Van Ness Avenue Project)  
85-X Height and Bulk District (98 Franklin Street Project)  
*Block/Lot:* Multiple Blocks and Lots (The Hub Plan and Hub HSD)  
Block 0835/Lot 004 (30 Van Ness Avenue Project site)  
Block 0836/Lots 008, 009, 013 (98 Franklin Street Project site)  
*Project Sponsor:* Lily Langlois, Planning Department; (The Hub Plan and Hub HSD), (415) 575-9083  
Andy Wang, 30 Van Ness Development, LLC; (30 Van Ness Avenue), (415) 995-4858  
Matt Witte, Related California; (98 Franklin Street), (949) 697-8123  
*Staff Contact:* Alana Callagy, (415) 575-8734, Alana.Callagy@sfgov.org

A notice of preparation (NOP) of an environmental impact report (EIR) has been prepared by the San Francisco Planning Department in connection with this project. The report is available for public review and comment on the Planning Department's Negative Declarations and EIRs web page (<http://www.sf-planning.org/sfceqadocs>). CDs and paper copies are also available at the Planning Information Center (PIC) counter on the first floor of 1660 Mission Street, San Francisco. Referenced materials are available for review by appointment at the Planning Department's office on the fourth floor of 1650 Mission Street. (Call Alana Callagy at (415) 575-8734).

**Project Description:** The project consists of the planning department-proposed Hub Plan and related actions. The related actions associated with the Hub Plan are two individual private development projects within the Hub Plan area at 30 Van Ness Avenue and 98 Franklin Street and the designation of portions or all of the Hub Plan area as a housing sustainability district (HSD).

The Hub Plan would amend the 2008 Market and Octavia Area Plan of the San Francisco General Plan for the easternmost portions of the Market and Octavia Area Plan. The overarching objectives of the Hub Plan are to encourage housing, including affordable housing; create safer and more walkable streets as well as welcoming and active public spaces; increase transportation options; and create a neighborhood with a range of uses and services to meet community needs. The Hub Plan would pursue this vision through changes to current zoning controls in the area to meet plan objectives. This would include changes to height and bulk districts for select parcels to allow more housing, including more affordable housing. Modifications to land use zoning controls would also allow more flexibility for development of nonresidential uses, specifically, office, institutional, art, and public uses. The plan also calls for public-realm improvements to streets and alleys within and adjacent to the Hub Plan area.

The proposed project at 30 Van Ness Avenue includes retention of portions of an existing 75-foot-tall, five-story building and construction of a 47-story building with ground-floor retail space, seven floors of office

[www.sfplanning.org](http://www.sfplanning.org)

中文詢問請電: 415.575.9010 | Para Información en Español Llamar al: 415.575.9010 | Para sa Impormasyon sa Tagalog Tumawag sa: 415.575.9121

Revised 5/8/17



space, and 39 floors of residential space. The proposed project at 98 Franklin Street includes demolition of an existing 100-space surface parking lot and construction of a 30-story residential tower above a five-story podium that would be occupied by new facilities for the International High School (Grades 9–12 of the French American International School [FAIS]). In addition, the 98 Franklin Street Project proposes streetscape improvements such as a midblock crossing on Lily Street between Franklin and Gough streets (to connect the new building to FAIS properties at 150 Oak Street, one block west of 98 Franklin Street) as well as improvements on the western portion of Oak Street between Van Ness Avenue and Franklin Street. The EIR will also evaluate the designation of portions or all of the Hub Plan area as an HSD, in accordance with Assembly Bill 73 (Government Code sections 66202 to 66210, and Public Resources Code sections 21155.10 and 2155.11). Designation of a HSD would allow the City and County of San Francisco (City) to authorize residential and mixed-use residential development within the Hub Plan area HSD through the ministerial issuance of a permit. Projects that qualify under the provisions of the HSD would require no additional environmental review.

The Planning Department has determined that an EIR must be prepared for the proposed project prior to any final decision regarding whether to approve the project. The purpose of the EIR is to provide information about potential significant physical environmental effects of the proposed project, to identify possible ways to minimize the significant effects, and to describe and analyze possible alternatives to the proposed project. Preparation of an NOP or EIR does not indicate a decision by the City to approve or to disapprove the project. However, prior to making any such decision, the decision makers must review and consider the information contained in the EIR.

The Planning Department will hold a **PUBLIC SCOPING MEETING** on **June 12 from 6 p.m. until 8 p.m. at 170 Otis Street, 1<sup>st</sup> Floor, Born Auditorium, San Francisco, California 94103**. The purpose of this meeting is to receive oral comments to assist the Planning Department in reviewing the scope and content of the environmental impact analysis and information to be contained in the EIR for the project. To request a language interpreter or to accommodate persons with disabilities at the scoping meeting, please contact the staff contact listed above at least 72 hours in advance of the meeting. Written comments will also be accepted until 5:00 p.m. on **June 22, 2018**. Written comments should be sent to Alana Callagy, San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA 94103 or emailed to [Alana.Callagy@sfgov.org](mailto:Alana.Callagy@sfgov.org). Referenced materials are available for review by appointment at the Planning Department's office on the fourth floor of 1650 Mission Street. (Call Alana Callagy at (415) 575-8734).

If you work for an agency that is a Responsible or a Trustee Agency, we need to know the views of your agency as to the scope and content of the environmental information that is relevant to your agency's statutory responsibilities in connection with the proposed project. Your agency may need to use the EIR when considering a permit or other approval for this project. We will also need the name of the contact person for your agency. If you have questions concerning environmental review of the proposed project, please contact Alana Callagy at (415) 575-8734.

Members of the public are not required to provide personal identifying information when they communicate with the Commission or the Department. All written or oral communications, including submitted personal contact information, may be made available to the public for inspection and copying upon request and may appear on the Department's website or in other public documents.





## SAN FRANCISCO PLANNING DEPARTMENT

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### Notice of Preparation of an Environmental Impact Report

<i>Date:</i>	May 23, 2018	
<i>Case Nos.:</i>	2015-000940ENV, 2017-008051ENV, 2016-014802ENV	1650 Mission St. Suite 400 San Francisco, CA 94103-2479
<i>Project Title:</i>	<b>The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project, and Hub Housing Sustainability District (HSD)</b>	
<i>Zoning:</i>	Neighborhood Commercial (NCT-3) Use District; Downtown General Commercial (C-3-G) Use District; Hayes Neighborhood Commercial (Hayes NCT) Use District, and Public (P) Use District Multiple Height and Bulk Districts (The Hub Plan and Hub HSD) 120/400 R-2 Height and Bulk District (30 Van Ness Avenue Project) 85-X Height and Bulk District (98 Franklin Street Project)	Reception: <b>415.558.6378</b>  Fax: <b>415.558.6409</b>  Planning Information: <b>415.558.6377</b>
<i>Block/Lot:</i>	Multiple Blocks and Lots (The Hub Plan and Hub HSD) Block 0835/Lot 004 (30 Van Ness Avenue Project site) Block 0836/Lots 008, 009, 013 (98 Franklin Street Project site)	
<i>Lot Size:</i>	84 acres (The Hub Plan and Hub HSD) 38,100 square feet (30 Van Ness Avenue Project) 23,750 square feet (98 Franklin Street Project)	
<i>Project Sponsors:</i>	Lily Langlois, Planning Department (The Hub Plan and Hub HSD), (415) 575-9083 Andy Wang, 30 Van Ness Development, LLC (30 Van Ness Avenue Project), (415) 995-4858 Matt Witte, Related California (98 Franklin Street Project), (949) 697-8123	
<i>Lead Agency:</i>	San Francisco Planning Department	
<i>Staff Contact:</i>	Alana Callagy, (415) 575-8734, Alana.Callagy@sfgov.org	

### INTRODUCTION

This notice provides a summary description of a proposed project for which the San Francisco Planning Department will be preparing an environmental impact report (EIR). The project consists of the planning department-proposed Hub Plan and related actions. The related actions associated with the Hub Plan are two individual private development projects within the Hub Plan area at 30 Van Ness Avenue and 98 Franklin Street and the designation of portions or all of the Hub Plan area as a housing sustainability district (HSD). This notice also identifies environmental issues anticipated to be analyzed in the EIR and provides the time, date, and location of a public scoping meeting (see p. 42 for information on the public scoping meeting). The comments received during the public scoping process will be considered during preparation of the EIR for this project.

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Revised 8/8/17

## PROJECT SUMMARY

The Hub Plan would amend the 2008 Market and Octavia Area Plan of the San Francisco General Plan for the easternmost portions of the Market and Octavia Area Plan. The overarching objectives of the Hub Plan are to encourage housing, including affordable housing; create safer and more walkable streets as well as welcoming and active public spaces; increase transportation options; and create a neighborhood with a range of uses and services to meet neighborhood needs. The Hub Plan would pursue this vision through changes to current zoning controls in the area to meet plan objectives. This would include changes to height and bulk districts for select parcels to allow more housing, including more affordable housing. Modifications to land use zoning controls would also allow more flexibility for development of nonresidential uses, specifically, office, institutional, art, and public uses. The plan also calls for public-realm improvements to streets and alleys within and adjacent to the Hub Plan area. New requirements for micro retail<sup>1</sup> would encourage a mix of retail sizes and uses. The Hub Plan would lower off-street parking maximums to decrease off-street parking capacity within the Hub Plan area, a transit-rich location.

The EIR will study the Hub Plan at a programmatic level of review. A programmatic analysis is appropriate for a project that involves a series of actions that are (1) related geographically, (2) logical parts in a chain of contemplated actions, (3) connected as part of a continuing program, and (4) carried out under the same authorizing statute or regulatory authority, with similar environmental impacts that can be mitigated in similar ways (California Environmental Quality Act [CEQA] Guidelines section 15168). State CEQA Guidelines section 15168 notes that the use of a programmatic analysis “ensures consideration of cumulative impacts that might be slighted in a case-by-case analysis; avoids duplicative reconsideration of basic policy considerations; allows the lead agency to consider broad policy alternatives and program-wide mitigation measures at an early time, when the agency has greater flexibility to deal with basic problems or cumulative impacts; and allows for a reduction in paperwork.”

The EIR will evaluate two individual private development projects within the Hub Plan area (i.e., 30 Van Ness Avenue Project and 98 Franklin Street Project) in the EIR at a project-specific level. Likewise, the EIR will study the proposed street network improvements at the project level because of the sufficiency of detailed information available. The two individual development projects analyzed at the project level will be fully studied under CEQA to allow for entitlements following the certification of the EIR. Future projects that arise from the Hub Plan, on the other hand, may be required to undergo additional CEQA analysis to disclose impacts particular to a specific project or project site that are not currently known and, thus, not able to be evaluated at this time.

The proposed project at 30 Van Ness Avenue includes retention of portions of an existing 75-foot-tall, five-story building and construction of a 47-story building with ground-floor retail space, seven floors of office space, and 39 floors of residential space. The project sponsor for the 30 Van Ness Avenue Project is 30 Van Ness Development, LLC.

The proposed project at 98 Franklin Street includes demolition of an existing 100-space surface parking lot and construction of a 30-story residential tower above a five-story podium that would be occupied by new facilities for the International High School (Grades 9–12 of the French American International School

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<sup>1</sup> A micro retail unit is defined as retail space with 1,000 square feet or less.

[FAIS]). In addition, the 98 Franklin Street Project proposes improvements to Lily Street between Gough and Franklin streets, including a midblock crossing on Lily Street between Franklin and Gough streets (to connect FAIS properties at 150 Oak Street, one block west of 98 Franklin Street) as well as improvements on the western portion of Oak Street between Van Ness Avenue and Franklin Street. The project sponsor for the 98 Franklin Street Project is a partnership between Related California and the FAIS.

In addition to programmatic review of the Hub Plan and project-specific review for the two individual projects, the EIR will evaluate the designation of portions or all of the Hub Plan area as a housing sustainability district (HSD), in accordance with Assembly Bill 73 (Government Code sections 66202 to 66210, and Public Resources Code sections 21155.10 and 2155.11). Designation of a HSD would allow the City and County of San Francisco (City) to authorize residential and mixed-use residential development within the Hub Plan area HSD through the ministerial issuance of a permit. Projects that qualify under the provisions of the HSD would require no additional environmental review.

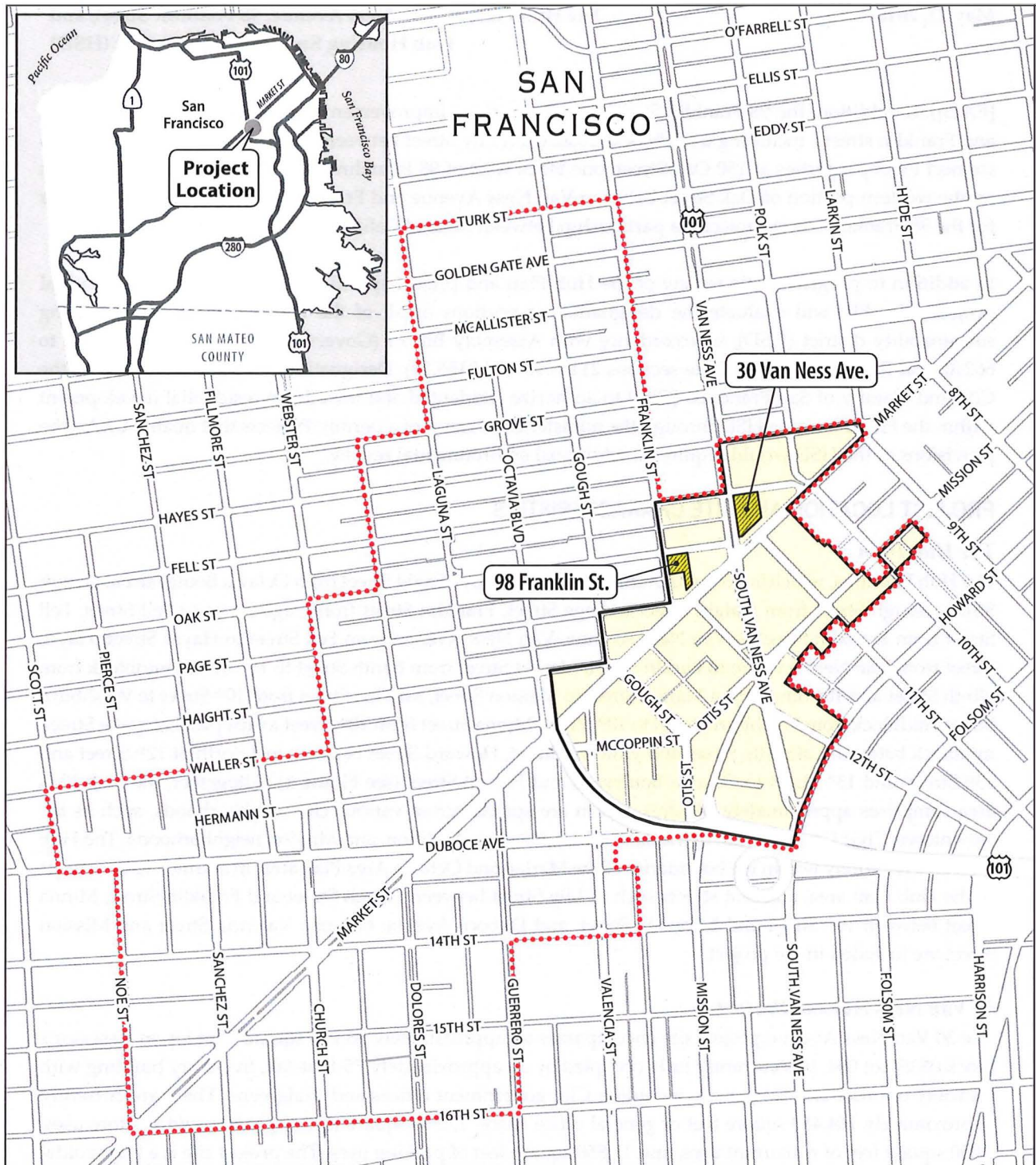
## PROJECT LOCATION AND SITE CHARACTERISTICS

### *The Hub Plan*

The Hub Plan area, which is irregular in shape, is bounded by Haight Street from Octavia Boulevard to Gough Street, Gough Street from Haight Street to Page Street, Franklin Street from Page Street to Fell Street, Fell Street from Franklin Street to Van Ness Avenue, Van Ness Avenue from Fell Street to Hayes Street, Hayes Street from Van Ness Avenue to Larkin Street, Market Street from Ninth Street to 10<sup>th</sup> Street, midblock from Ninth Street and 10<sup>th</sup> Street from Market Street to Mission Street, Mission Street from 10<sup>th</sup> Street to Washburn Street, midblock from Washburn Street to 10<sup>th</sup> Street, Minna Street from 10<sup>th</sup> Street to just past Lafayette Street, midblock between Lafayette Street and Howard Street, Howard Street between just north of 12<sup>th</sup> Street and 13<sup>th</sup> Street, and 13<sup>th</sup> Street to Octavia Boulevard and Haight Street (see **Figure 1**). Altogether, the Hub Plan area comprises approximately 84 acres, which are spread across various city neighborhoods, such as the Downtown/Civic Center, South of Market (SoMa), Western Addition, and Mission neighborhoods. The Hub Plan area is entirely within the boundaries of the Market and Octavia Area Plan area. In addition to the streets in the Hub Plan area, adjacent streets such as Lily Street between Gough Street and Franklin Street, Minna Street between 10<sup>th</sup> Street and Lafayette Street, and Duboce Avenue between Valencia Street and Mission Street are included in the project.

### *30 Van Ness Avenue Project*

The 30 Van Ness Avenue project site encompasses an approximately 38,100-square-foot lot on Assessor's Block 0835/Lot 004. It is currently fully occupied by an approximately 75-foot-tall, five-story building with a variety of office and retail uses, including City government offices and Walgreens. There are currently approximately 164,480 square feet of general office space, 12,790 square feet of pharmacy/drugstore uses, 1,050 square feet of restaurant uses, and 15,850 square feet of parking uses. The project site is a trapezoidal parcel bounded by Fell Street to the north, 39 Fell Street and 1446 Market Street to the east (Assessor's Block 0835/Lot 003), Market Street to the south, and Van Ness Avenue to the west. The entire project site is covered with impermeable hardscape; the topography slopes down slightly from Van Ness Avenue and Fell Street toward Van Ness Avenue and Market Street.



The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project, and Hub Housing Sustainability District (HSD)  
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**Figure 1**  
**Regional Location**

### ***98 Franklin Street Project***

The 98 Franklin Street project site encompasses an approximately 23,750-square-foot lot on Assessor's Block 0836/Lots 008, 009, and 013. The project site at 98 Franklin Street is currently a surface parking lot with 100 off-street parking spaces. The project site is an L-shaped parcel at the corner of Franklin and Oak streets, and bounded by Oak Street to the north, 1546–1564 Market Street (Assessor's Block 0836/Lot 007) to the east, Market Street to the south, and Franklin Street to the west. The entire project site is paved; the topography of the site is relatively flat.

## **PROJECT DESCRIPTION**

### ***The Hub Plan***

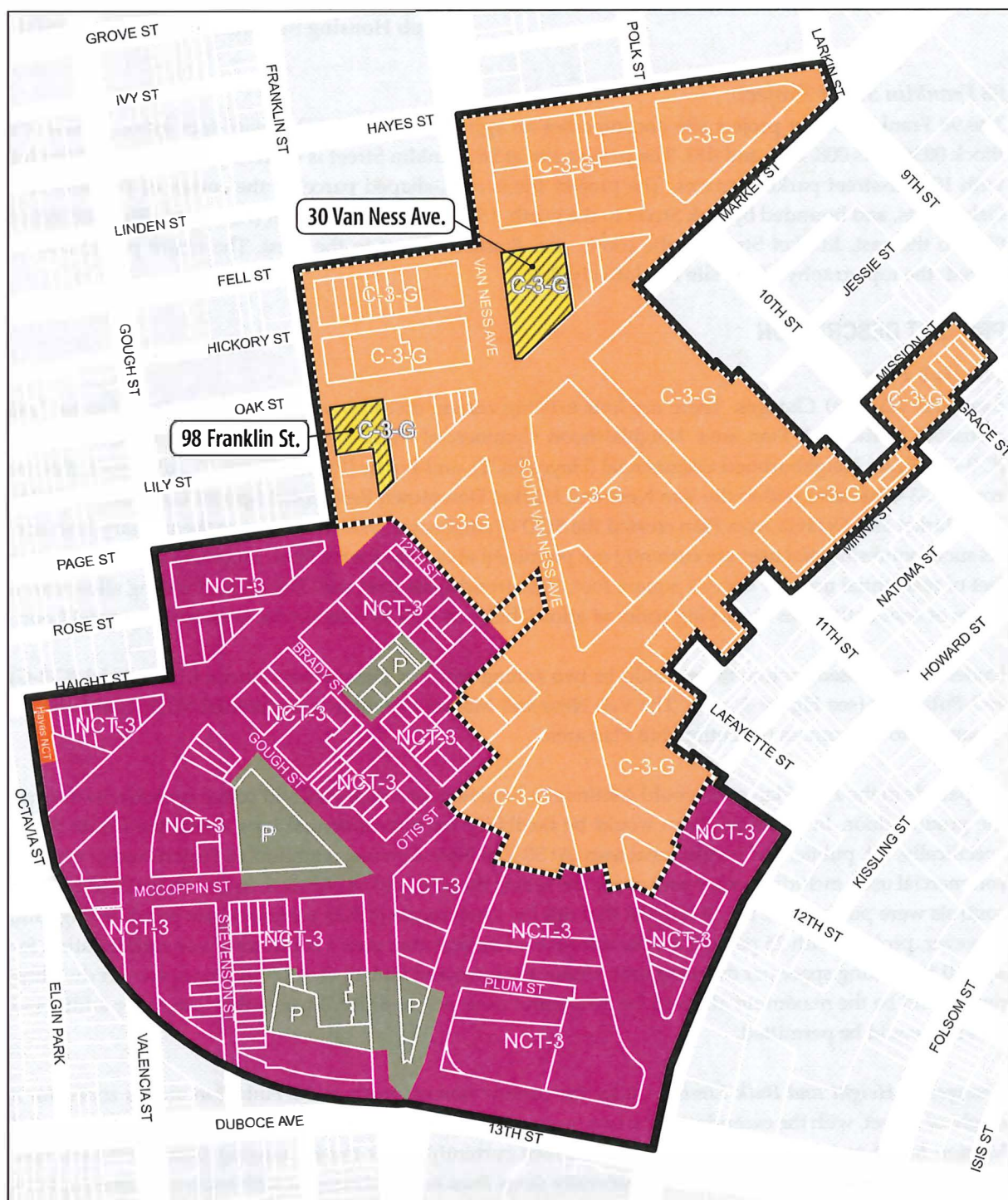
***Land Use (Zoning) Changes.*** There are four existing zoning districts, which are also referred to as "use districts," in the Hub Plan area: Neighborhood Commercial (NCT-3), Downtown General Commercial (C-3-G), Hayes Neighborhood Commercial (Hayes NCT), and Public (P) (see **Figure 2**). All parcels that are zoned C-3-G are also within the Van Ness and Market Downtown Residential Special Use District (SUD). The Market and Octavia Area Plan created the SUD to emphasize residential uses as the primary land use. As such, nonresidential uses are currently not permitted above the fourth floor, and there must be 2 square feet of residential uses for every 1 square foot of nonresidential land use. The current zoning allows for a range of residential uses at varying scales of affordability as well as commercial uses on the ground floor.

Under the proposed project, there would be two zoning districts, Downtown General Commercial (C-3-G) and Public (P) (see **Figure 3**, p. 7). The Van Ness and Market Downtown Residential SUD would also be expanded to encompass the entire Hub Plan area.

All parcels in the Hub Plan area would continue to be zoned for residential and active commercial uses on the ground floor. In addition, there would be flexibility for nonresidential uses above the fourth floor, specifically, art, public, and institutional uses. At 30 Van Ness Avenue, retention and expansion of existing commercial uses, including office uses above the fourth floor, would be pursued. In December 2017, interim controls were put in place for 18 months that call for a maximum of 0.25 parking space per dwelling unit; however, projects with 25 percent on-site affordable housing may seek a conditional use authorization for up to 0.50 parking space per dwelling unit. Under the proposed Hub Plan, 0.25 parking space per dwelling unit would be the maximum allowed for residential uses; no conditional use authorization for additional parking would be permitted.

***Changes to Height and Bulk Limits.*** Under the current zoning, much of the Hub Plan area is zoned for a height of 85 feet, with the exception of the two major intersections at Market Street and Van Ness Avenue and Mission Street and South Van Ness Avenue, which currently allow towers ranging from 250 to 400 feet. Buildings throughout the Hub Plan area generally range from two to six stories, with some notable exceptions at Market Street and Van Ness Avenue where some buildings are substantially taller, with the 100 Van Ness Avenue building at 29 stories (400 feet) and the 1455 Market Street building at 23 stories (315 feet).



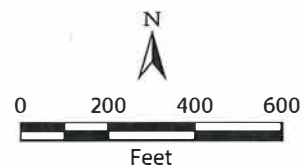


#### Zoning Codes

C-3-G	Downtown General Commercial
NCT-3	Neighborhood Commercial
P	Public
Hayes NCT	Hayes Neighborhood Commercial

#### Legend

	The Hub Plan Area
	Individual Project Sites
	Van Ness & Market Downtown Residential Special Use District

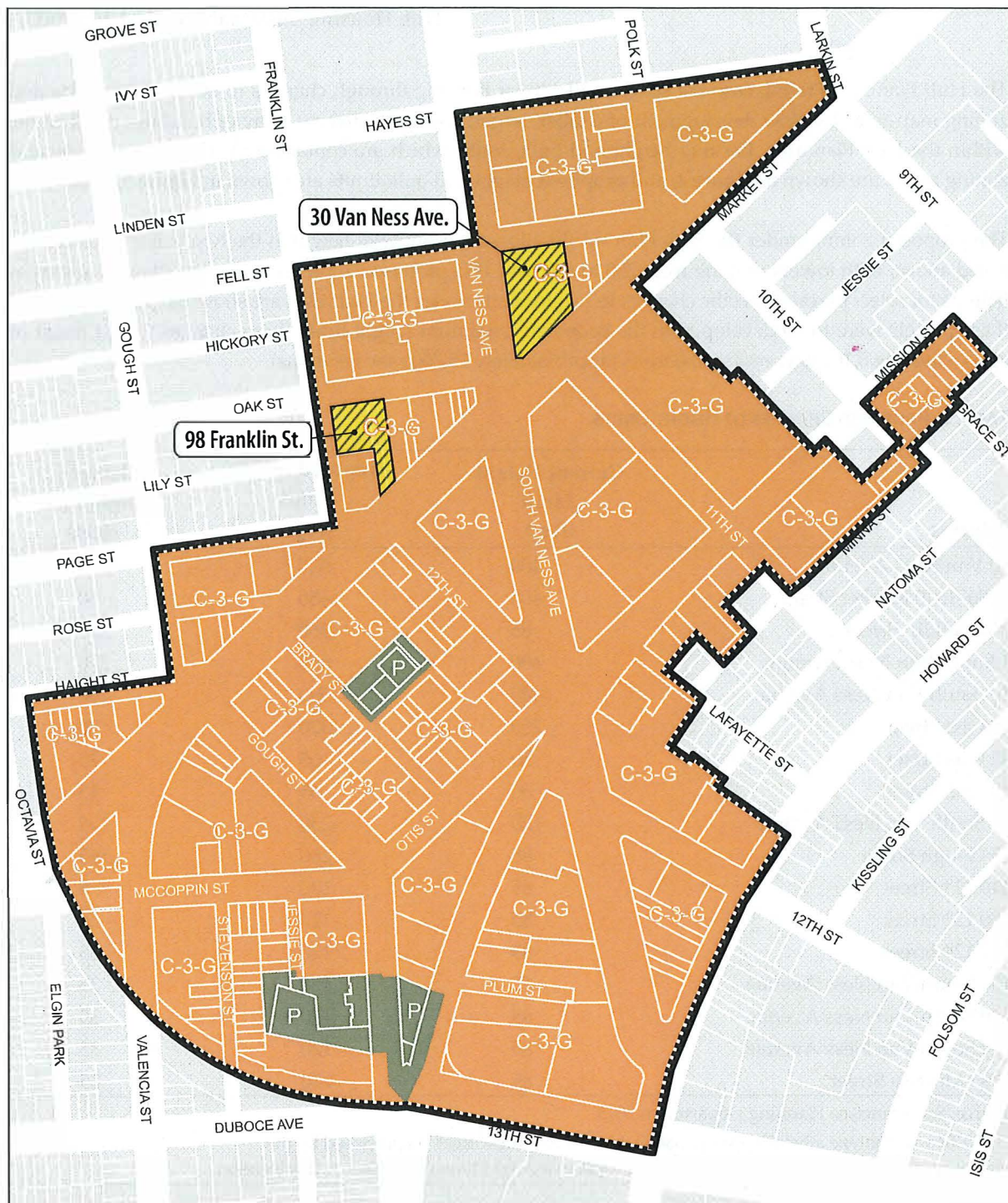


Source: San Francisco Planning Department, 2017.

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**Figure 2**  
**Existing Hub Plan Area Zoning Districts**



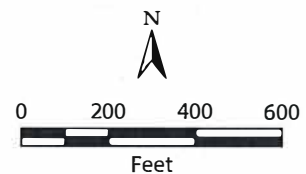


#### Zoning Codes

C-3-G	Downtown General Commercial
P	Public

#### Legend

[Black outline]	The Hub Plan Area
[Yellow hatched box]	Individual Project Sites
[Dashed black box]	Van Ness & Market Downtown Residential Special Use District



Source: San Francisco Planning Department, 2017.

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**Figure 3**  
**Proposed Hub Plan Area Zoning Districts**

The Hub Plan seeks to increase the space available for housing through changes to the planning code and zoning map so as to allow development of a taller, larger, and more diverse array of buildings and heights within the Hub Plan area. Existing height and bulk limits, which are contained in the planning code and zoning maps, are shown in **Figure 4**, and proposed height and bulk limits are shown in **Figure 5**, p. 10.

The proposed zoning under the Hub Plan would allow for additional height at the two major intersections noted above, with towers ranging from 250 to 650 feet. This proposed zoning would also allow increases in heights for select parcels. Specific changes to height limits under the Hub Plan are shown in **Table 1**. If all of these parcels were to be developed to the proposed maximum height limit, these changes would result in approximately 8,100 new residential units (approximately 15,700 new residents).

**TABLE 1. PROPOSED CHANGES TO HEIGHT LIMITS**

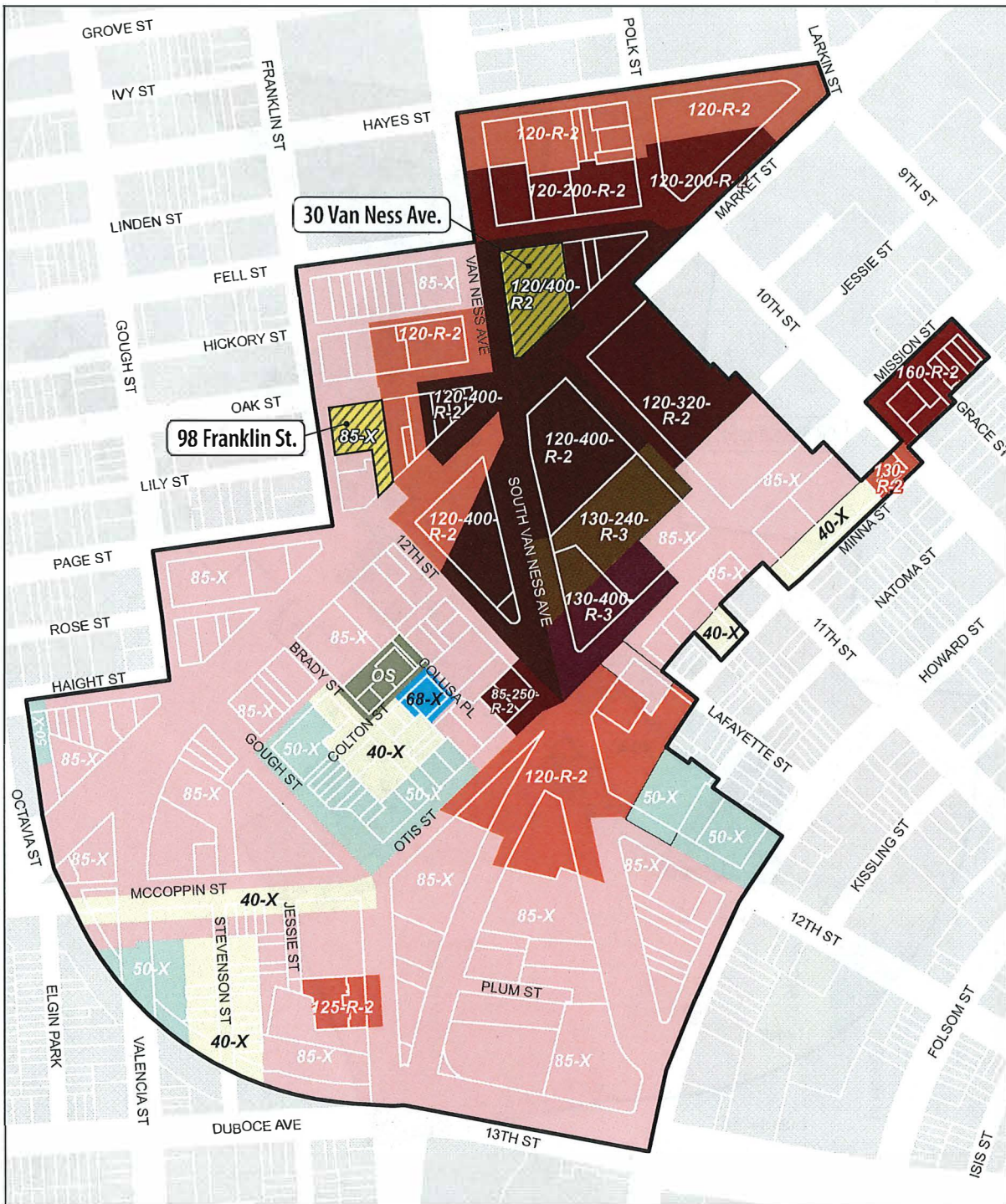
Address	Current Height Limit (feet)	Proposed Height Limit (feet)	Change in Height Limit (feet)
30 Van Ness Avenue	400	520	120
1500–1540 Market Street	400	450	50
98 Franklin Street	85	360*	275
1 South Van Ness Avenue	400	650	250
10 South Van Ness Avenue	400	590	190
30 Otis Street	250	320	70
42 Otis Street	50	65	15
50 Otis Street	50	65	15
99 South Van Ness Avenue	120	250	130
33 Gough Street	85	250	165
110 12 <sup>th</sup> Street	85	120	35
180 12 <sup>th</sup> Street	85	120	35
194 12 <sup>th</sup> Street	85	120	35
154 South Van Ness Avenue	85	120	35
160 South Van Ness Avenue	85	120	35
170 South Van Ness Avenue	85	120	35
1695 Mission Street	85	120	35

Source: San Francisco Planning Department 2018.

\*The EIR will analyze a height limit of 360 feet for 98 Franklin Street, as proposed by the project sponsor, whereas the draft Hub Plan proposes a height limit of 320 feet at this location.

**Circulation, Streetscape Improvements, and Street Network Changes.** The Hub Plan area’s relatively high density is supportive of walking, although the area’s wide and predominantly one-way streets, long blocks, narrow sidewalks, and elevated freeway segments, with associated ramps, generally do not contribute to a positive walking or bicycling experience and present many physical challenges for people while walking and bicycling in the area. The Hub Plan proposes to make improvements to the major streets and alleys in the Hub Plan area, as shown in **Figure 6**, p. 11. The goal of these changes is to create a safer transportation





#### Legend

- The Hub Plan Area
- Individual Project Sites
- 50-X** Numbers Indicate Height in Feet  
Letters Indicate Bulk District
- OS** Open Space District

Source: San Francisco Planning Department, 2018.

The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
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**Figure 4**  
**Existing Hub Plan Area Height**  
**and Bulk Districts**









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**Figure 6**  
**The Hub Plan Area Boundaries,**  
**Individual Project Site Locations, and**  
**Proposed Street Network and Alley Improvements**

experience for everyone; make transit, walking, bicycling, (shared) for-hire vehicle use, and car-sharing the preferred ways for people to travel; facilitate passenger loading and commercial deliveries; and enhance the public realm. Other projects in the city, such as the Van Ness Avenue Bus Rapid Transit Project and Better Market Street Project, and other private development projects, are evaluating and implementing other street network improvements in the vicinity of the Hub Plan area. These other improvements are independent of the Hub Plan.

The Hub Plan would establish a functional, attractive, and well-integrated system of public streets in the area to improve the public realm through the streetscape improvements described in the following sections. The Hub Plan proposes circulation changes to major intersections such as Market Street and Van Ness Avenue as well as Mission Street and South Van Ness Avenue to improve safety. Specific design recommendations for implementing the goals of the Hub Plan have been developed for the following streets (see **Figure 6**, p. 11):

- 12<sup>th</sup> Street: Market Street to Mission Street
- Gough Street: Stevenson Street to Otis Street
- Mission Street/South Van Ness Avenue intersection
- South Van Ness Avenue: Mission Street to 13<sup>th</sup> Street
- Otis Street: South Van Ness Avenue to Duboce Avenue
- 13<sup>th</sup> Street/Duboce Avenue: Folsom Street to Valencia Street

Alleys within the Hub Plan area are small-scale streets that typically carry relatively low numbers of vehicles. Drivers use primarily the alleys when accessing adjacent properties. The character of the alleys varies across the neighborhoods, from residential alleys to service alleys. In general, per the Better Streets Plan<sup>2</sup> and Living Alleys Toolkit,<sup>3</sup> San Francisco alleys should be designed to reinforce the right-of-way as a pedestrian space; vehicle speeds should be kept low through traffic calming; materials should encourage visual interest through high-quality materials, finishes, and detailing; and alley amenities should include seating, landscaping, and pedestrian lighting to create usable public spaces that are unique and comfortable.

Alleys within the Hub Plan are intended to have a consistent palette of materials that is harmonious with the existing upgraded alleys within the Market and Octavia Area Plan, such as on Jessie and Stevenson streets between McCoppin Street and Duboce Avenue. These alleys typically have special paving in the roadway, raised crosswalks at intersections, and trees and landscaping wherever feasible. The development of specific design recommendations for all Hub Plan alleys has been based on these existing

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<sup>2</sup> The Better Streets Plan, adopted December 2010, includes streetscape policies and guidelines to guide the design of new street improvement projects and streetscape requirements for new development. More information is available here: <http://www.sf-planning.org/ftp/BetterStreets/>.

<sup>3</sup> The planning department worked with community members to design and implement a network of living alleys for the Market and Octavia Area Plan. The toolkit was created to give members of the community an understanding of the design elements and processes involved in creating living alleys. More information about the toolkit is available here: <http://sf-planning.org/living-alleys-toolkit>.



design precedents to improve conditions, particularly for people while walking and bicycling. Recommendations that implement the primary goals of the Hub Plan have been developed for the following alleys (see **Figure 6**, p. 11):

- Lily Street: Franklin Street to Gough Street (discussed as part of the 98 Franklin Street Project)
- Rose Street: Gough Street to Franklin Street
- Minna Street: 10<sup>th</sup> Street to Lafayette Street
- Lafayette Street: Mission Street to Howard Street
- Stevenson Street: Brady Street to Gough Street
- Stevenson Street: Gough Street to dead end at 1699 Market Street
- Colusa Place: Colton Street to Chase Court
- Chase Court: Colusa Place to dead end
- Colton Street: Brady Street to Gough Street
- Brady Street: Market Street to Colton Street (west side)
- Brady Street: Colton Street to Otis Street
- Plum Street: South Van Ness Avenue to Mission Street
- Jessie Street: South from McCoppin Street
- Stevenson Street: McCoppin Street to Duboce Avenue

Van Ness Avenue and Market Street are part of a major transit hub in the city. The Hub Plan proposes to improve access at the Van Ness Avenue San Francisco Municipal Railway (Muni) station. The station improvements at the Van Ness Avenue Muni station that will be studied in the EIR could generally include:

- Street-to-mezzanine circulation improvements, including elevators, stairs, escalators, and portal canopies
- Mezzanine-to-platform circulation improvements, including elevators, stairs, and escalators
- Wayfinding and other signs at street level and within the station
- Upgrades to booths for station agents and fare gates
- Platform improvements to support operations
- Platform improvements to improve comfort and security for passengers

### ***30 Van Ness Avenue Project***

The proposed project at 30 Van Ness Avenue includes partial retention of the existing office/retail building and construction of a 47-story building with ground-floor retail space, seven floors of office space, and 39 floors of residential space.

**Proposed Project and Uses.** The proposed development at 30 Van Ness Avenue would total approximately 791,000 square feet, including 21,000 square feet of retail, 250,000 square feet of general office, and 520,000 square feet of residential, as shown in **Table 2**. The proposed project at 30 Van Ness

**TABLE 2. PROPOSED DEVELOPMENT AT 30 VAN NESS AVENUE**

	Count	Gross Square Feet
Residential Units (total)	610 <sup>4</sup>	520,000
<i>Studio</i>	229	—
<i>One-Bedroom Units</i>	229	—
<i>Two-Bedroom Units</i>	92	—
<i>Three-Bedroom Units</i>	60	—
Commercial	—	271,000
<i>Retail</i>	—	21,000
<i>Office</i>	—	250,000
Open Space	—	30,580
<i>Privately Owned Public Open Space</i>		1,300
<i>Commonly Accessible Open Space (Residential)</i>		29,280

Sources: Hassell, 2017 and 30 Van Ness Development, LLC, 2018.

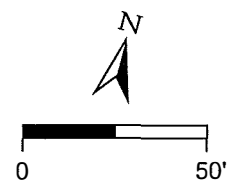
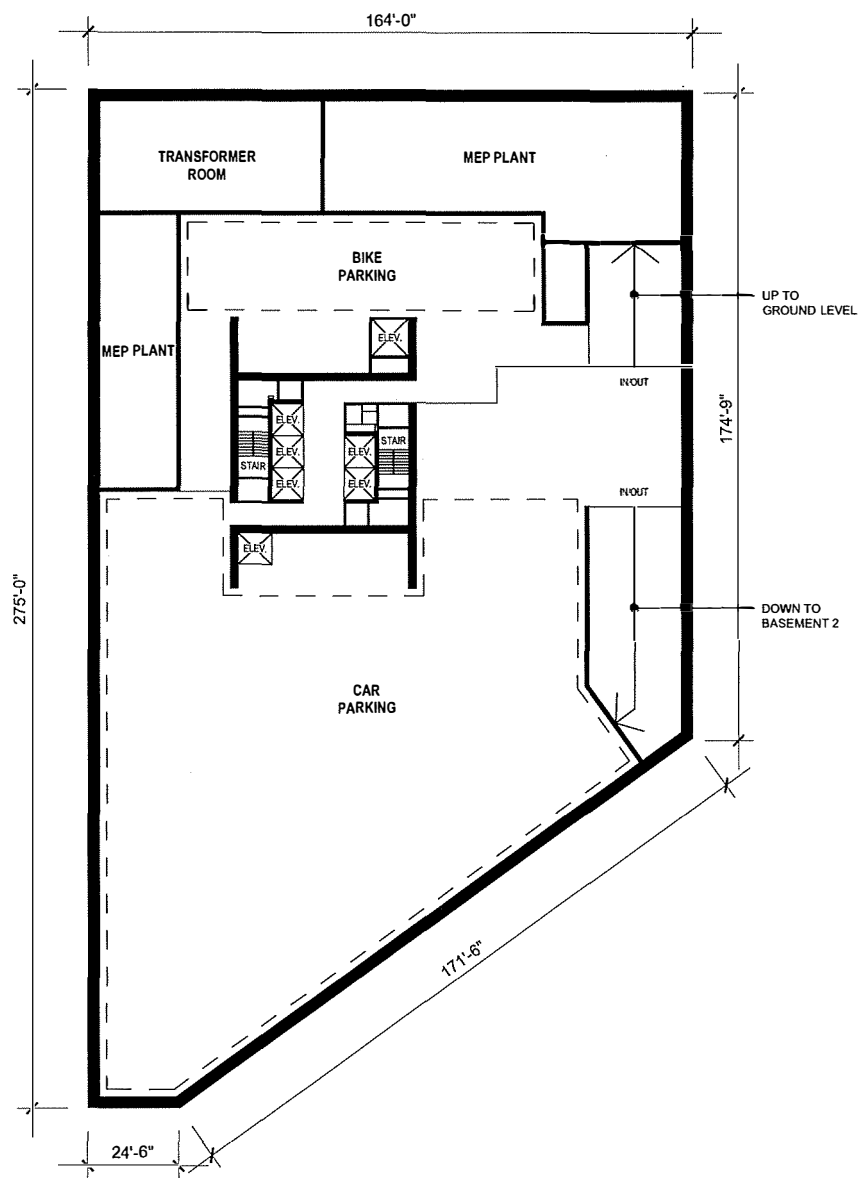
Avenue would include an eight-story podium, consisting of ground-floor retail and seven floors of office space (levels 2 to 8). It would also include a residential tower with at least 400 residential units but possibly up to 610 residential units on 39 floors (levels 9 to 47), reaching a height of approximately 520 feet, with an additional 21 feet to the top of the rooftop mechanical features, as permitted by the planning code. Approximately 25 percent of all residential units would be affordable to a mix of low to moderate income households. **Figures 7 to 12**, pp. 15 to 20, show the proposed development on the basement level, level 1, levels 2 through 8, level 9, a typical residential plan, and roof plan. **Figures 13 and 14**, pp. 21 to **Error! Bookmark not defined.**, show the proposed building elevations from the north and west.

**Open Space.** The proposed project at 30 Van Ness Avenue would provide approximately 1,300 square feet of privately owned public open space on the ground floor. The proposed project would also provide approximately 29,280 square feet of commonly accessible open space for residents.<sup>5</sup>

**Parking, Bicycle, and Loading Facilities.** The 30 Van Ness Avenue project site would be accessible from Market Street, Van Ness Avenue, and Fell Street. Vehicular access to the parking garage would be via a driveway on Fell Street. People bicycling would be able to access the parking garage through the same driveway that vehicles use on Fell Street or a ground-floor entry on Van Ness Avenue or Market Street.

<sup>4</sup> Depending on unit size and layout, the project would have at least 400 residential units but could have up to 610 residential units.

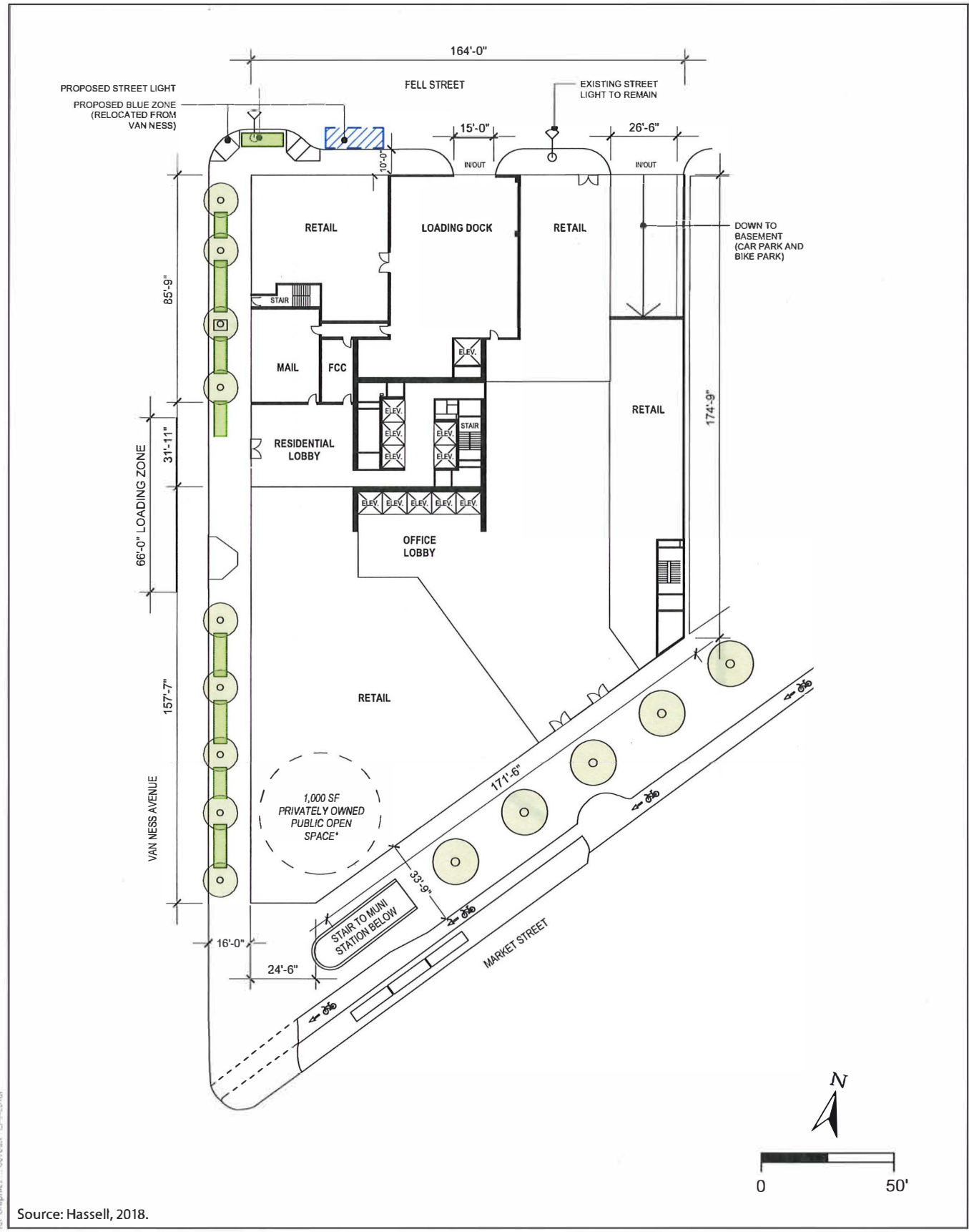
<sup>5</sup> Based on a project with 610 residential units.



Source: Hassell, 2018.

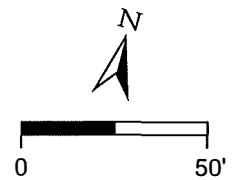
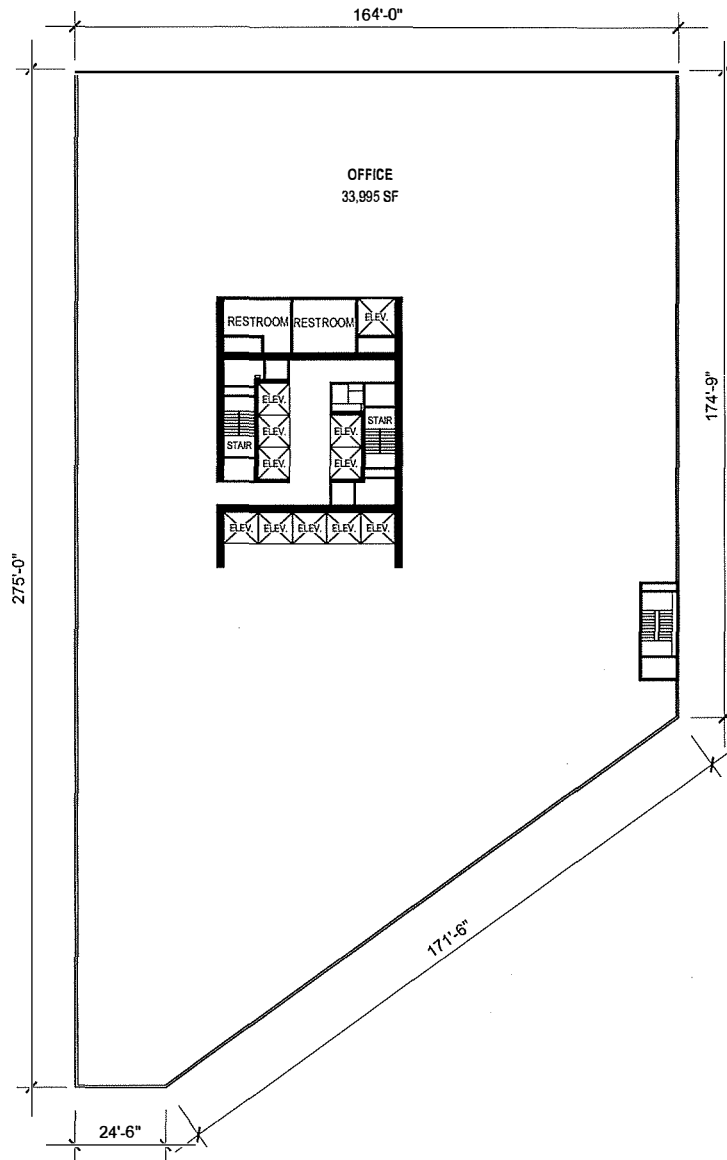
The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
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**Figure 7**  
**30 Van Ness Avenue Project –**  
**Proposed Basement Level 1 Plan**



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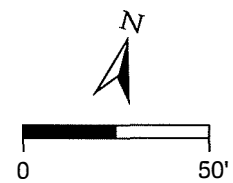
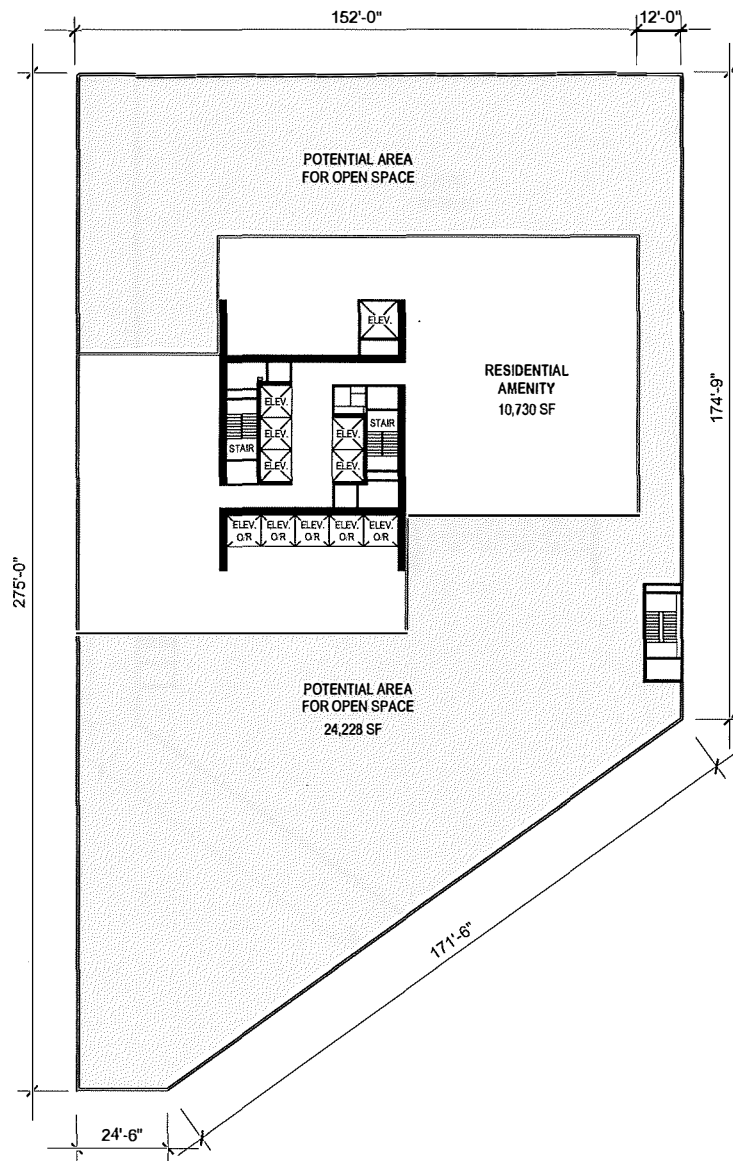
**Figure 8**  
**30 Van Ness Avenue Project –**  
**Proposed Level 1 Plan**



Source: Hassell, 2018.

The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
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**Figure 9**  
**30 Van Ness Avenue Project –**  
**Proposed Levels 2-8 Plan**



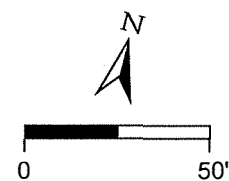
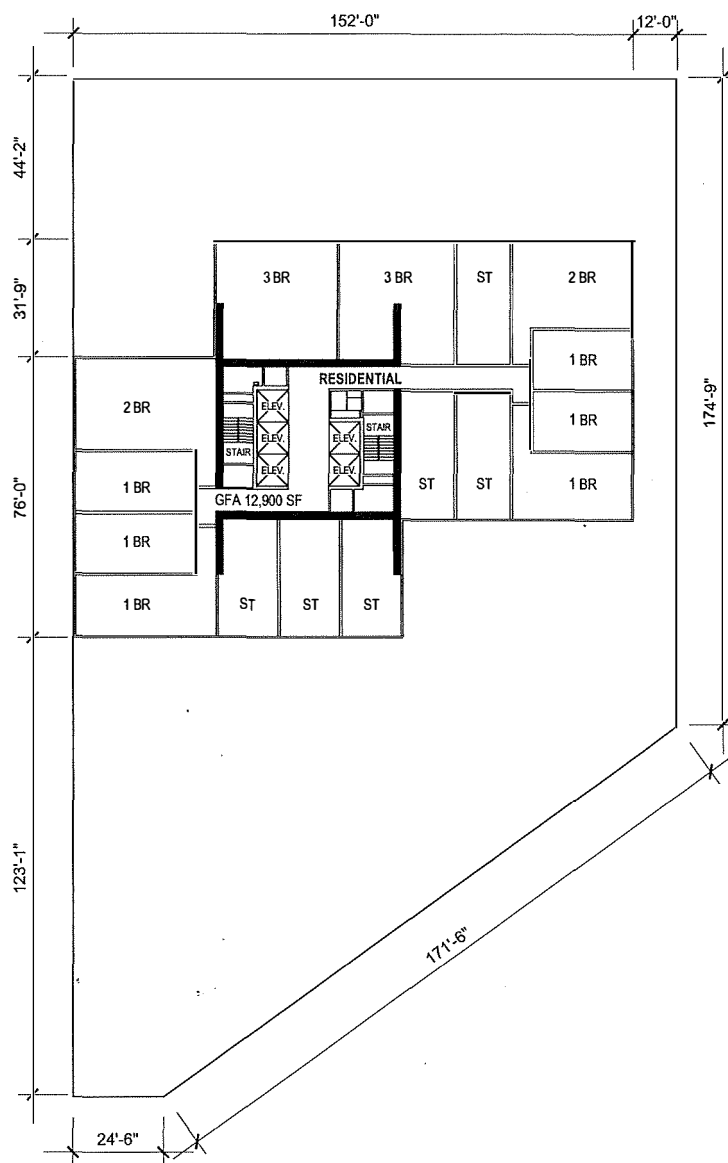
Source: Hassell, 2018.

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**Figure 10**  
**30 Van Ness Avenue Project –**  
**Proposed Level 9 Plan**



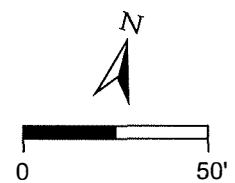
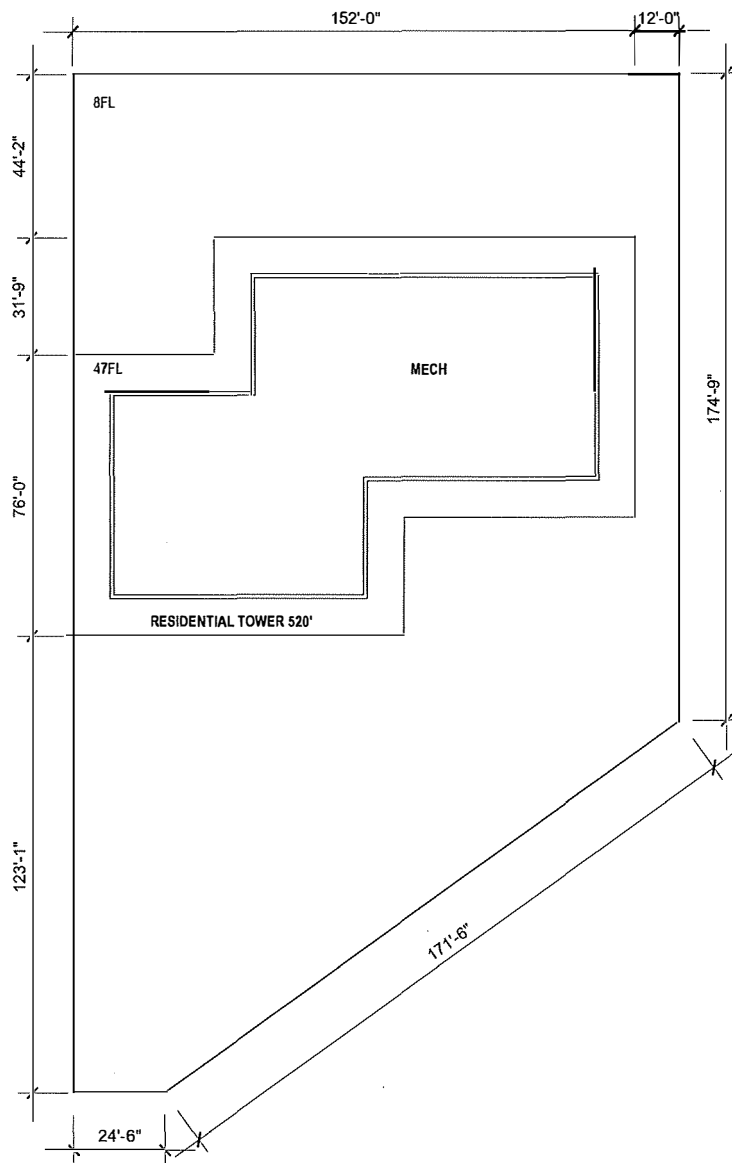
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Source: Hassell, 2018.

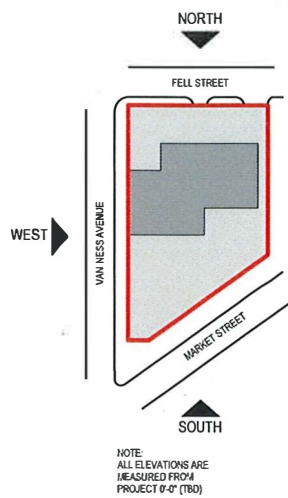
The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
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2016-014802ENV

**Figure 11**  
**30 Van Ness Avenue Project –**  
**Proposed Typical Residential Plan**

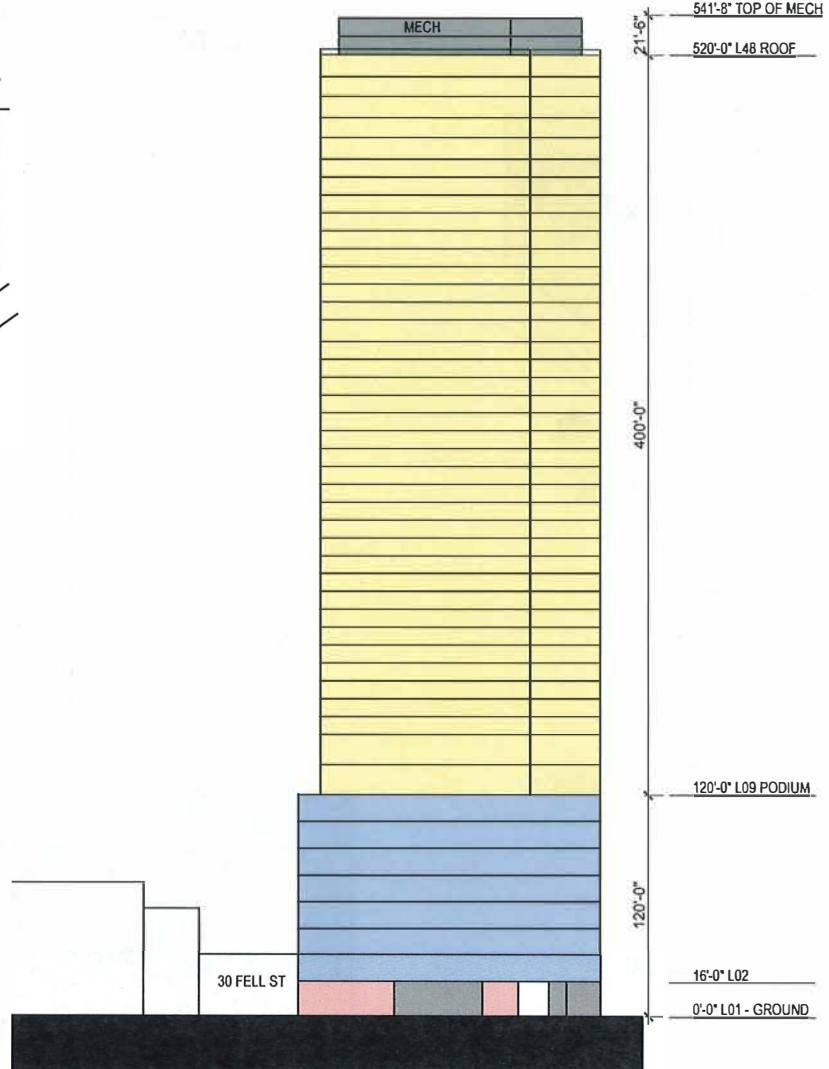


Source: Hassell, 2018.

**Figure 12**  
**30 Van Ness Avenue Project –**  
**Proposed Roof Plan**



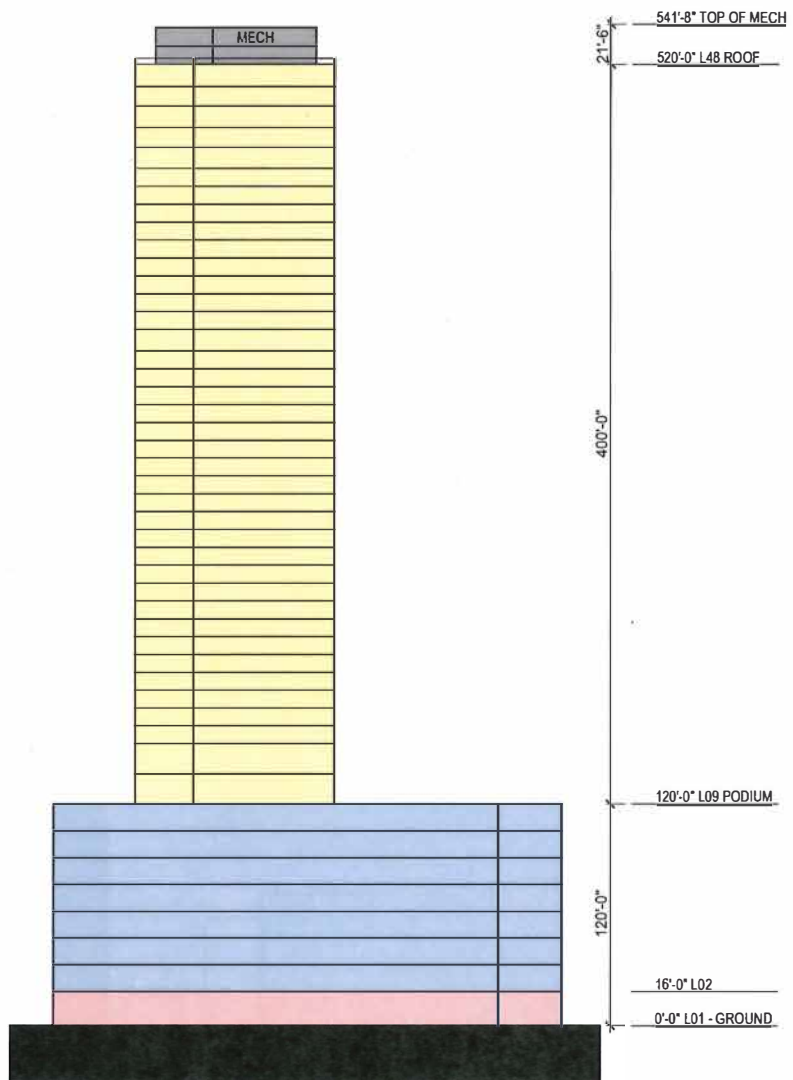
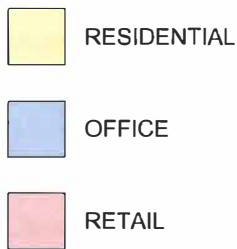
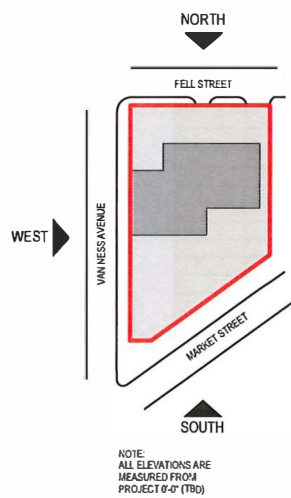
- RESIDENTIAL
- OFFICE
- RETAIL



Source: Hassell, 2018.

The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
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**Figure 13**  
**30 Van Ness Avenue Project –**  
**Proposed North Elevation**



Source: Hassell, 2018.

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**Figure 14**  
**30 Van Ness Avenue Project –**  
**Proposed West Elevation**

On-street parking and loading spaces currently exist at the project site on Van Ness Avenue and Fell Street. An existing blue-colored parking space would be relocated from Van Ness Avenue to Fell Street for people with disabilities. Within the two basement levels, 30 Van Ness Development, LLC, proposes a total of 219 parking spaces,<sup>6</sup> including seven Americans with Disabilities Act-compliant spaces. In addition, the project would include approximately five car-share spaces. It is anticipated that vehicular parking would be provided by car stackers.

The project would also include 281 *class 1* bicycle parking spaces and 46 *class 2* bicycle parking spaces.<sup>7</sup> Of the 281 class 1 bicycle parking spaces, 228 spaces would be associated with the residential units,<sup>8</sup> 50 spaces would be associated with the office uses, and three spaces would be associated with the retail uses. Of the 46 class 2 bicycle parking spaces, 31 spaces would be associated with the residential units, seven spaces would be associated with the office uses, and eight spaces would be associated with the retail uses. The class 1 bicycle parking spaces would be located in the basement levels or on the ground floor and would meet planning code requirements for specific locations and routes of travel.

Commercial (freight and delivery service) loading demand for the building would include residential move-in/move-out vehicles; office vehicles; garbage, compost, and recycling pickup vehicles; and delivery vehicles for residents, offices, and the required active retail space on the ground floor. Commercial and passenger loading would occur within the proposed on-street loading zone along the project frontage on Van Ness Avenue, in front of the residential lobby entrance. There would also be a loading dock that would be accessed from Fell Street with three off-street loading spaces and a 15-foot curb cut for larger deliveries, moving trucks, and garbage, compost, and recycling pickup vehicles.

**Landscaping and Streetscape Improvements.** Construction may result in removal and replacement of up to nine existing trees along Van Ness Avenue and Market Street. A total of up to 17 new street trees could be planted along Van Ness Avenue and Market Street. Additionally, sidewalk widening would occur along the project's frontage on Market Street and a bulb-out constructed at the northeast corner of Market Street and Van Ness Avenue.

**Foundation and Excavation.** The proposed project would construct a type 1 structure.<sup>9</sup> Steel soldier piles would be driven over approximately two to three months to the perimeter of the 30 Van Ness Avenue project site as part of the temporary shoring system. If required, deep augercast piles would be installed in the Bay Area Rapid Transit (BART) zone of influence over four to six months, supporting a concrete mat foundation. The estimated amount of excavation at the project site is 51,000 cubic yards for the foundations

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<sup>6</sup> Based on a project with 610 residential units.

<sup>7</sup> Section 155.1(a) of the planning code defines class 1 bicycle spaces as "spaces in secure, weather-protected facilities intended for use as long-term, overnight, and work-day bicycle storage by dwelling unit residents, nonresidential occupants, and employees" and class 2 bicycle spaces as "spaces located in a publicly accessible, highly visible location intended for transient or short-term use by visitors, guests, and patrons to the building or use."

<sup>8</sup> Based on a 610 residential unit program.

<sup>9</sup> Type 1 structures are constructed of concrete and protected steel (steel coated with a fire-resistant material, most often a concrete mixture) and designed to hold fire for an extended amount of time to prevent it from spreading.

and basement levels, which require excavation up to a depth of 48 feet, all of which would be exported from the site.

**Construction.** Construction of the proposed project at 30 Van Ness Avenue would be completed in a single phase, commencing in 2020 and lasting approximately 44 months. Construction would occur in several overlapping stages: (1) demolition of portions of the building, (2) excavation and shoring, (3) foundation and below-grade construction, (4) base construction, (5) exterior and interior finishing, and (6) sidewalk construction and landscaping. Construction shifts would typically occur from 7 a.m. to 7 p.m. Monday through Saturday. In accordance with the City noise ordinance, project construction would not occur between the hours of 8 p.m. and 7 a.m. Activities that would result in no detectable noise at adjacent land uses, such as interior painting, would not be limited to these hours. There may be some situations where construction would need to extend beyond normal hours, such as the concrete foundation pour. However, any such exceptional condition would be subject to normal review, permitting, and approval through the San Francisco Department of Building Inspection (for private property) or the San Francisco Department of Public Health (for public rights-of-way).

### ***98 Franklin Street Project***

The proposed project at 98 Franklin Street includes demolition of the existing surface parking lot and construction of a 30-story residential tower above a five-story podium that would provide new facilities for the International High School (Grades 9–12 of the FAIS).

**Proposed Project and Uses.** Development at 98 Franklin Street would total approximately 469,100 gross square feet, including a mix of approximately 349,200 gross square feet of market-rate and affordable residential uses, approximately 3,100 square feet of retail uses, and approximately 75,000 square feet of school uses, as shown in **Table 3**. In addition, the 98 Franklin Street project site would include approximately 41,800 square feet for 111 parking spaces within three below-grade garage levels. **Figures 15 to 21**, pp. 26 to 32, show the proposed development on the basement levels, ground-floor level, level 2, level 3, the lower tower, and the upper tower. **Figure 22**, p. 33, shows the proposed west/north elevations.

**Residential:** The 98 Franklin Street Project would include 345 apartment units, 18 percent of which would be affordable units. The residential tower, with a proposed height of 360 feet, would be constructed above the school podium.

**Retail:** The 98 Franklin Street Project would include retail space for a restaurant (e.g., café) on the ground floor (level 1).



**TABLE 3. PROPOSED DEVELOPMENT AT 98 FRANKLIN STREET**

	Count	Gross Square Feet
Residential Units (total)	345	349,200
<i>Studio</i>	172	—
<i>One-Bedroom Units</i>	86	—
<i>Two-Bedroom Units</i>	54	—
<i>Three-Bedroom Units</i>	33	—
Residential Common		22,410
Retail	—	3,100
School	36 classrooms	75,000
Garage	111 spaces	41,800
Private Open Space	—	11,530

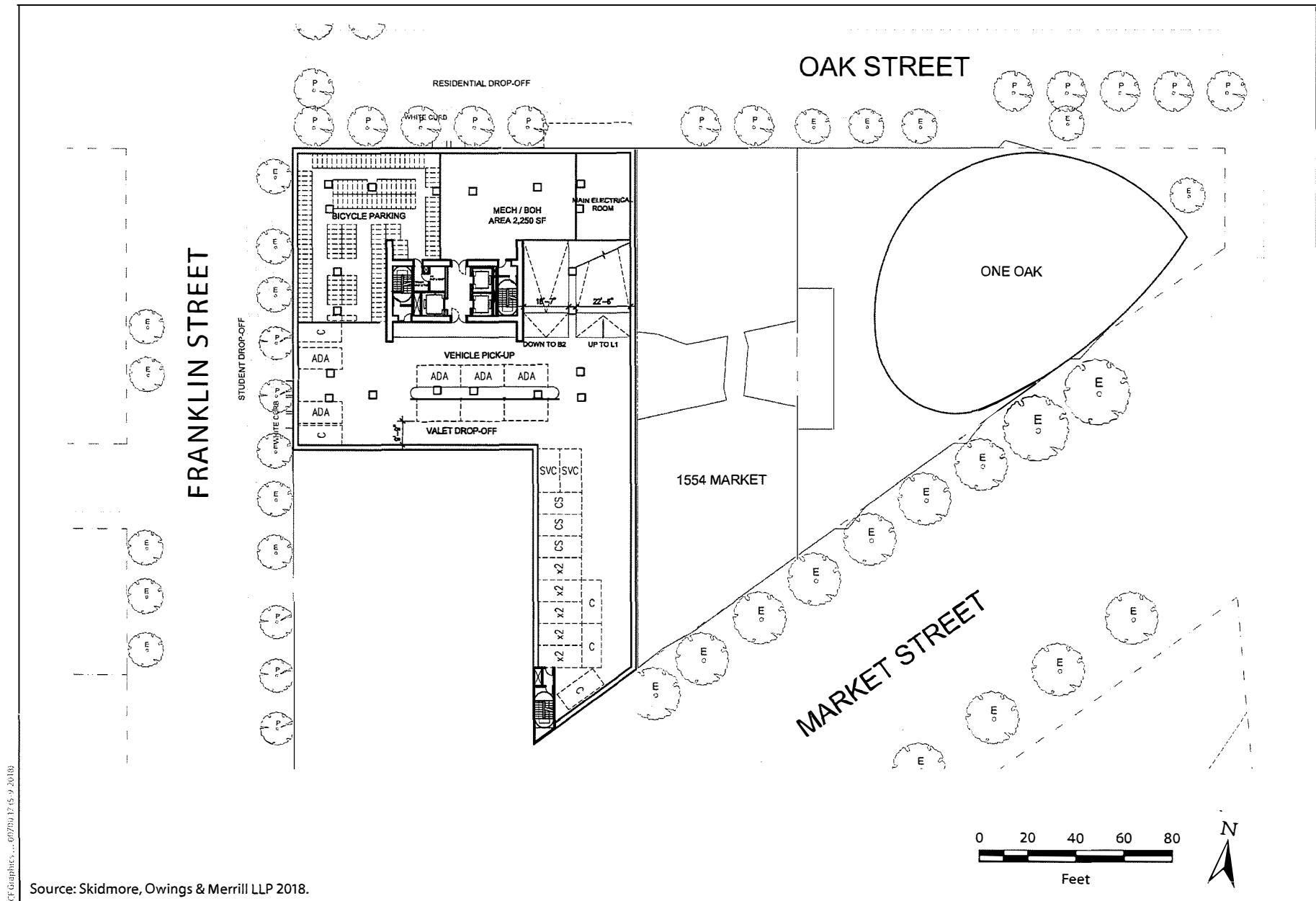
Source: Skidmore, Owings & Merrill 2018.

*School:* The development at 98 Franklin Street would accommodate the 380 existing students who would be relocated from the FAIS's 150 Oak Street site; when completed, the development would accommodate up to 440 students at the 98 Franklin Street project site. The approximately 75,000 square feet of school space would be located within the podium and occupied by new facilities for the International High School (Grades 9–12 of the FAIS). The 98 Franklin Street Project would also result in the addition of up to five staff members, for a total of 65 staff members at the high school.

*Open Space.* The proposed project at 98 Franklin Street would include approximately 11,530 square feet of open space for the school, including a roof deck and other open spaces (5,000 square feet), and a total of 11,530 square feet of private open space for residents, including a roof deck and amenity-level open space (6,530 square feet).

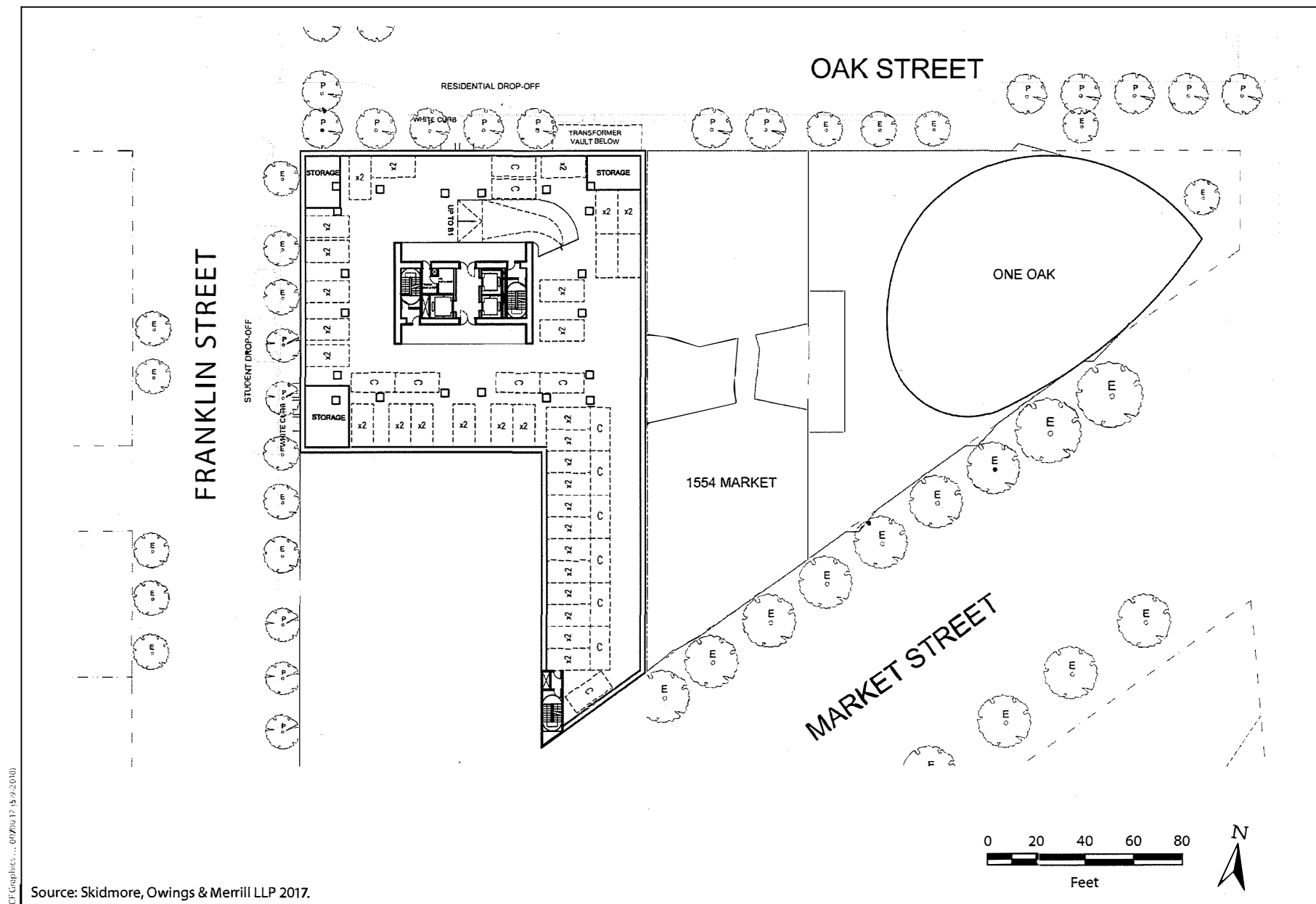
*Parking, Bicycle, and Loading Facilities.* The project site would be accessible from Franklin, Oak, and Market streets. Vehicular access to the parking garage would be from a driveway on Oak Street. Residential valet pickup and drop-off would be inside the parking garage on basement level 1. People bicycling could access the parking garage from the same driveway that vehicles use on Oak Street or use the other entrances on Franklin or Oak streets.

No on-street parking would be provided as part of the proposed project at 98 Franklin Street. Within the basement level of 98 Franklin Street, a total of 111 parking spaces would be provided, 82 spaces for residential uses and 29 spaces for school uses. The project would also provide three car-share spaces and five Americans with Disabilities Act–compliant spaces.



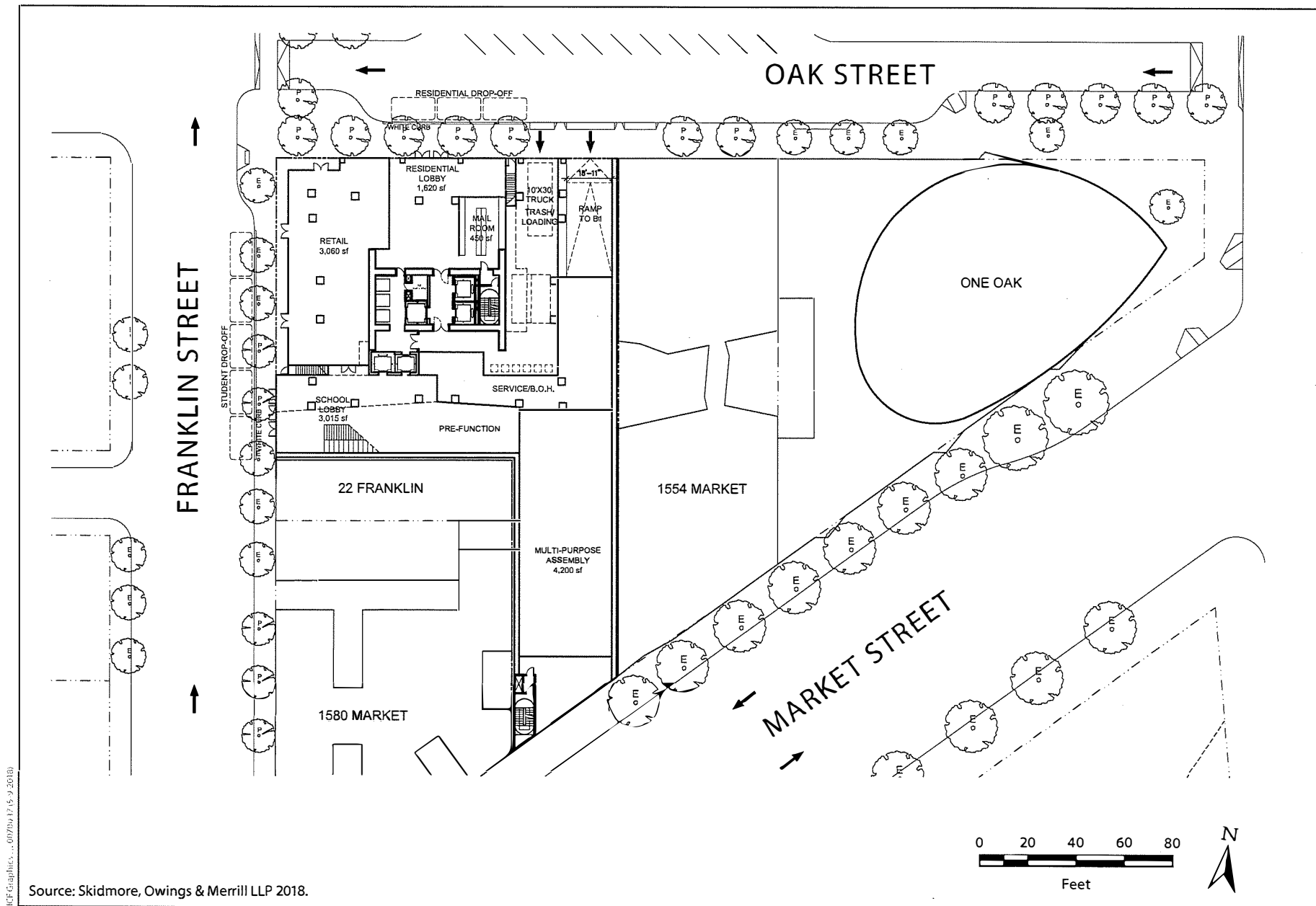
The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
and Hub Housing Sustainability District (HSD)  
Case Nos. 2015-000940ENV, 2017-008051ENV,  
2016-014802ENV

**Figure 15**  
**98 Franklin Street Project –**  
**Proposed Basement Level 1 Plan**



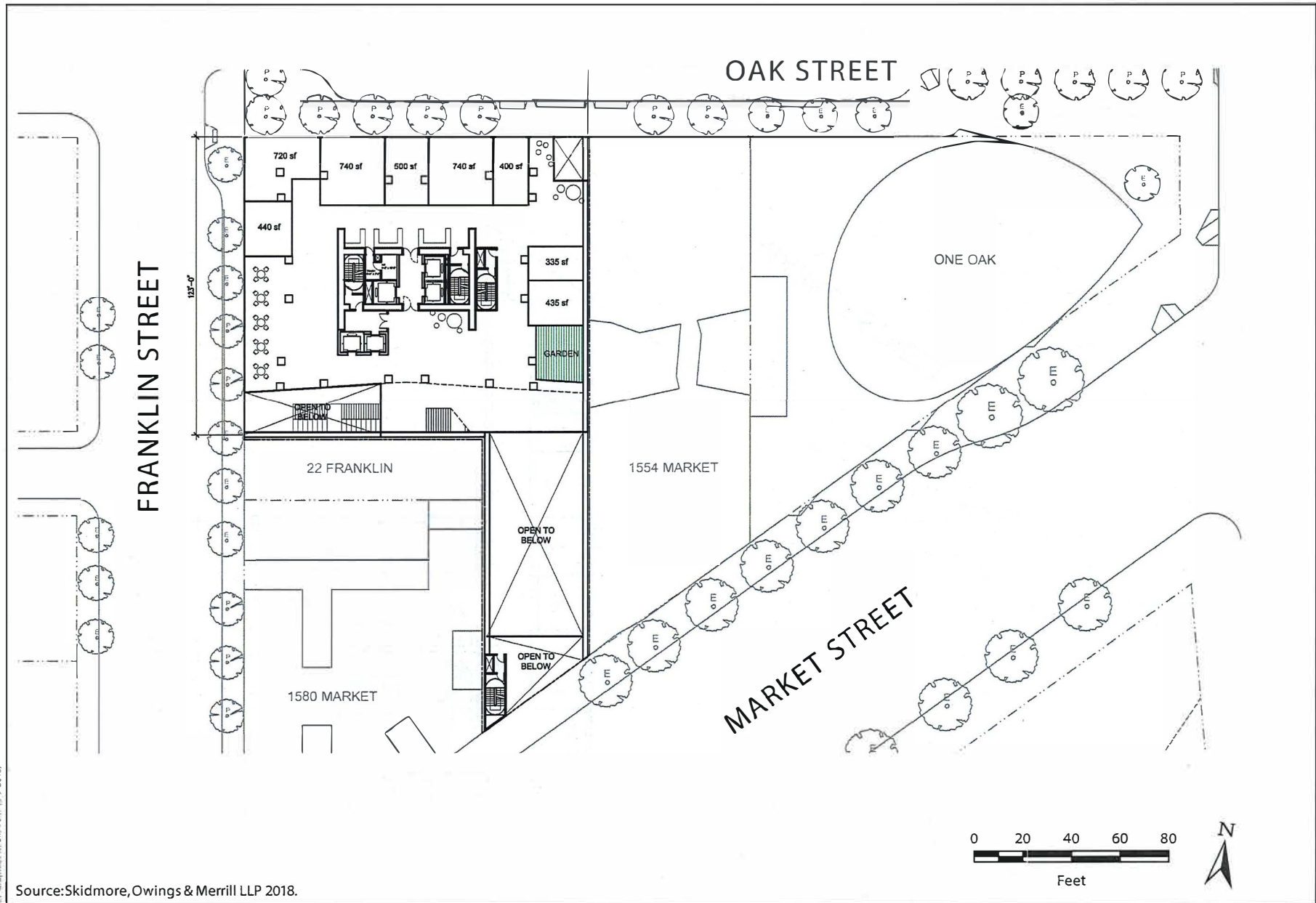
The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
and Hub Housing Sustainability District (HSD)  
Case Nos. 2015-000940ENV, 2017-008051ENV,  
2016-014802ENV

**Figure 16**  
**98 Franklin Street Project –**  
**Proposed Basement Level 2 Plan**



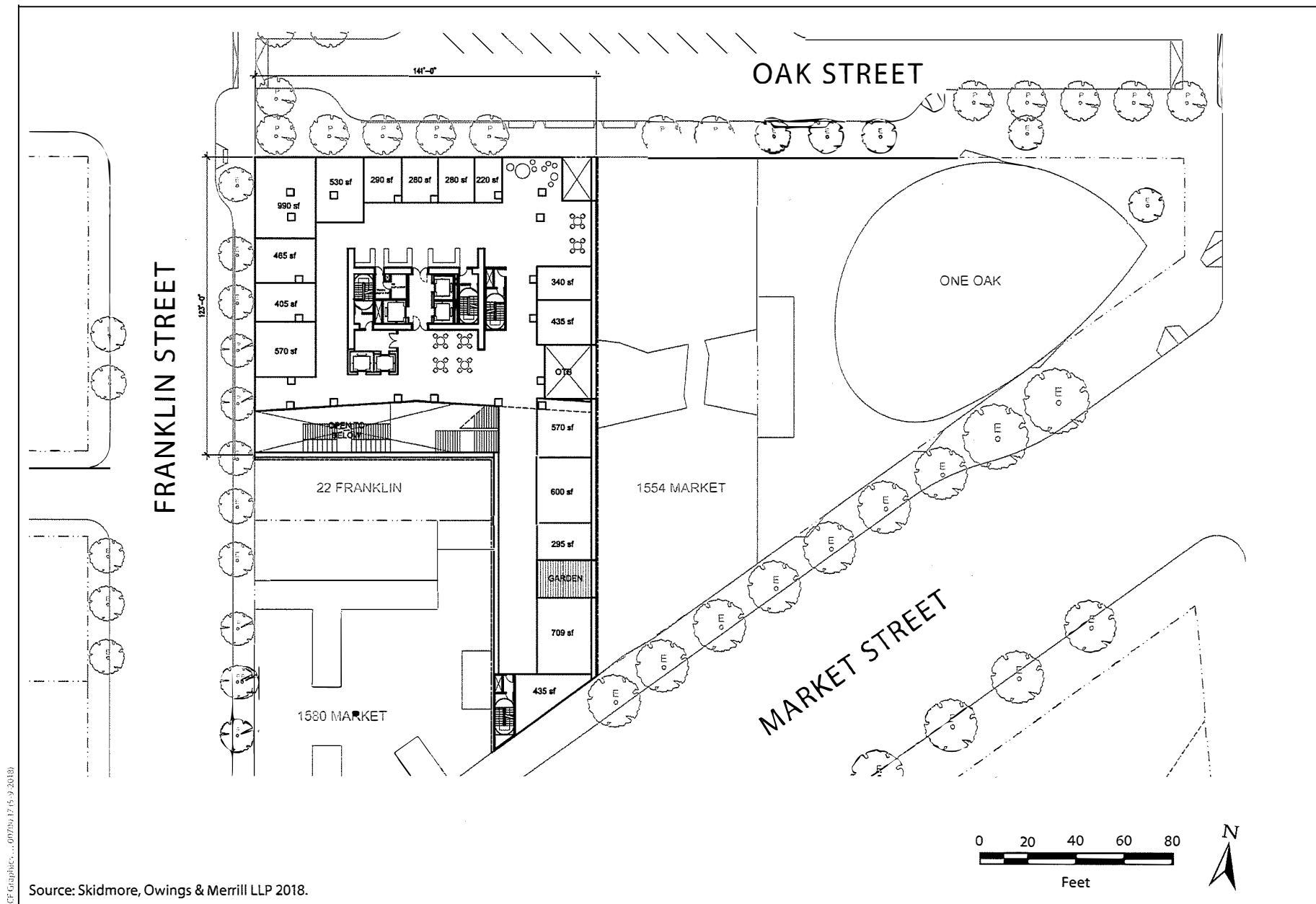
The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
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2016-014802ENV

**Figure 17**  
**98 Franklin Street Project –**  
**Proposed Ground Floor Plan**



The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
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2016-014802ENV

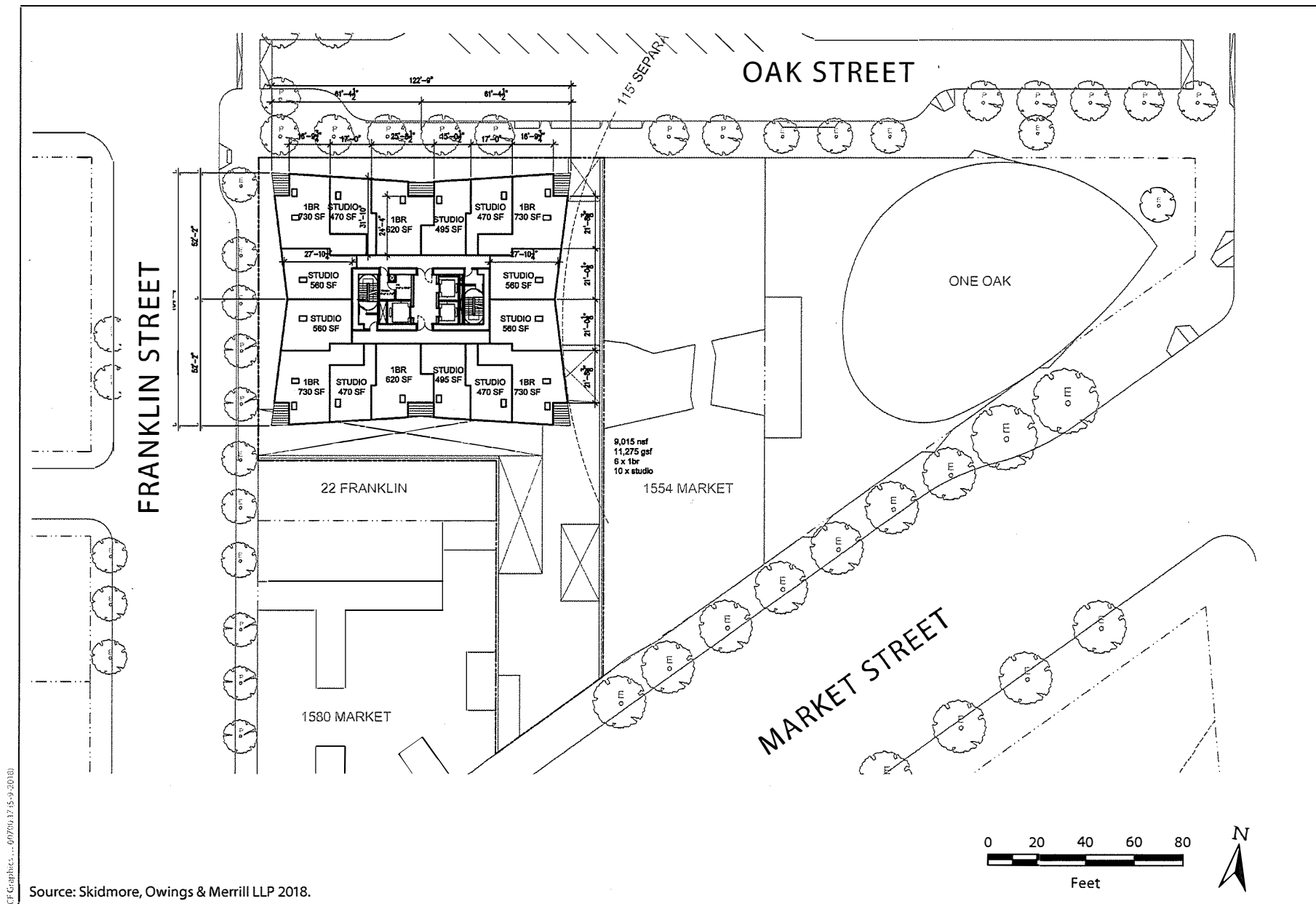
**Figure 18**  
**98 Franklin Street Project –**  
**Proposed 2nd Level Floor Plan**



The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
and Hub Housing Sustainability District (HSD)  
Case Nos. 2015-000940ENV, 2017-008051ENV,  
2016-014802ENV

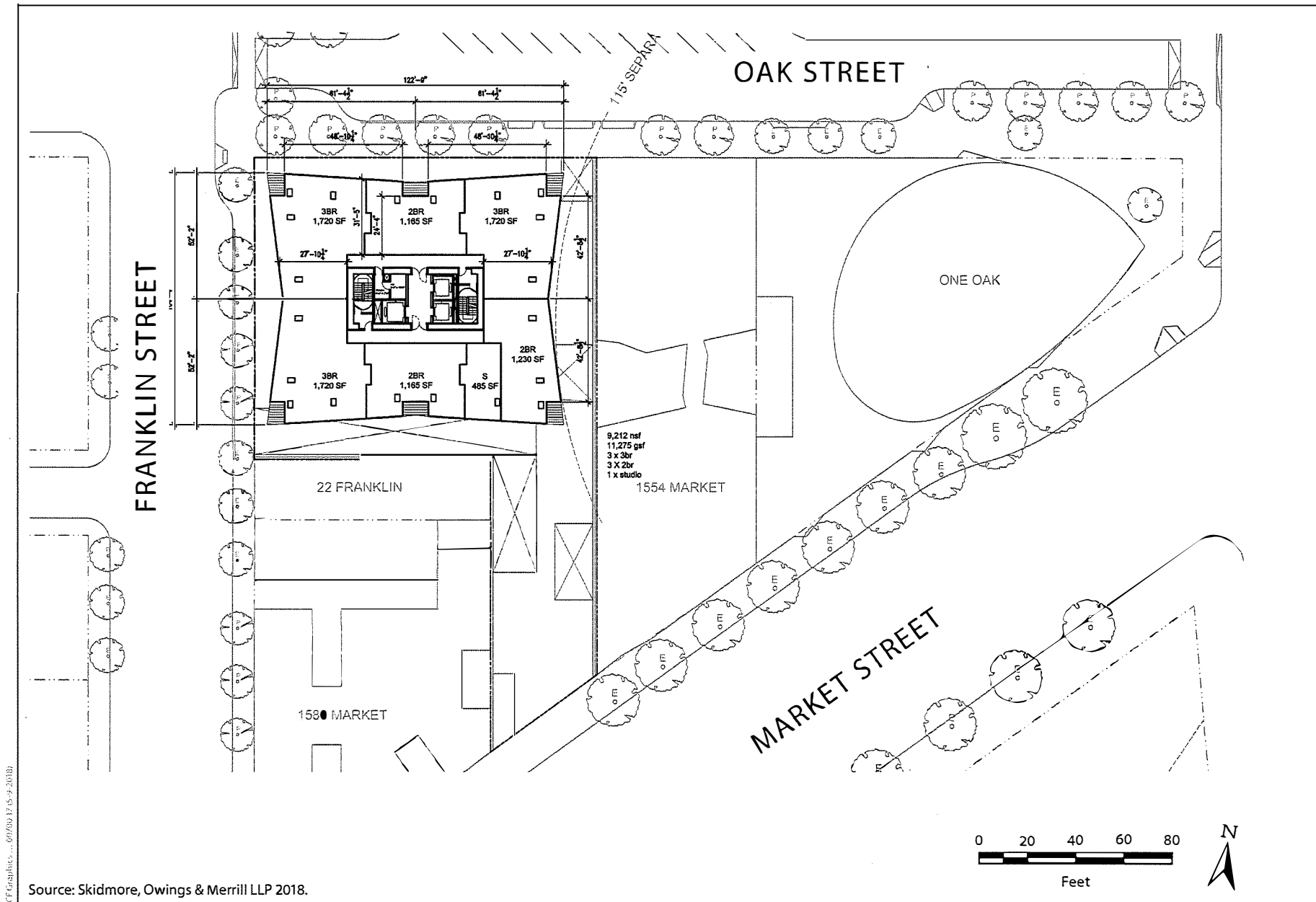
**Figure 19**  
**98 Franklin Street Project –**  
**Proposed 3rd Level Floor Plan**





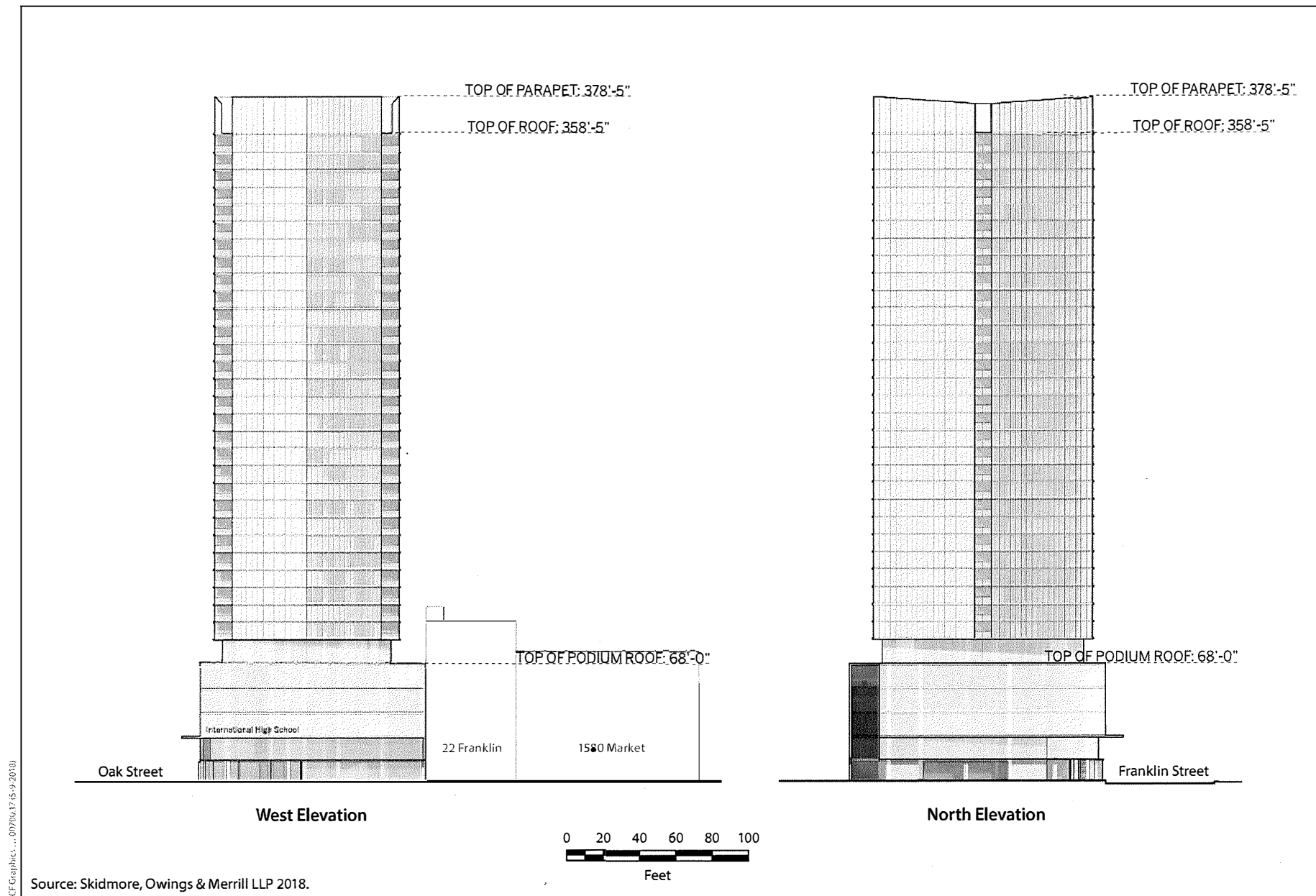
The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
and Hub Housing Sustainability District (HSD)  
Case Nos. 2015-000940ENV, 2017-008051ENV,  
2016-014802ENV

**Figure 20**  
**98 Franklin Street Project –**  
**Proposed Lower Tower Floor Plan**



The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
and Hub Housing Sustainability District (HSD)  
Case Nos. 2015-000940ENV, 2017-008051ENV,  
2016-014802ENV

**Figure 21**  
**98 Franklin Street Project –**  
**Proposed Upper Tower Floor Plan**



The Hub Plan, 30 Van Ness Avenue Project, 98 Franklin Street Project,  
and Hub Housing Sustainability District (HSD)  
Case Nos. 2015-000940ENV, 2017-008051ENV,  
2016-014802ENV

**Figure 22**  
**98 Franklin Street Project –**  
**Proposed West and North Elevations**

The project would also include 345 class 1 bicycle parking spaces in basement level 1 for residential uses and 144 class 1 bicycle parking spaces for school uses in a room adjacent to the school lobby. On the adjacent sidewalk, 14 class 2 bicycle spaces would be provided for the residential uses and 36 class 2 bicycle parking spaces would be provided for the school.

Loading demand (freight and delivery service) for the building would include residential moving trucks; garbage, compost, and recycling pickup vehicles; and delivery vehicles for residents, school uses, and the retail space. Loading would occur within one off-street truck loading space for freight and the two off-street service-vehicle spaces provided from Oak Street. Trucks would be able to park within the loading berth, which would allow delivery personnel to access the residential, school, and retail uses when making deliveries. The project proposes to provide white-curb loading zones on both Franklin and Oak streets. The loading zone on Franklin Street would accommodate five cars for school-related loading, and Oak Street would accommodate three cars for residential passenger loading. However, parents would be instructed to drop off students in the existing white zones on Oak Street (between Franklin and Gough streets) and on Hickory Street (between Franklin and Gough streets), consistent with the school's current pickup and drop-off plan.

**Landscaping and Streetscape Improvements.** The project would retain the two trees along the adjacent sidewalk on Market Street and replace the three trees along the adjacent sidewalk on Franklin and Oak streets. The project would also plant four new street trees on Franklin Street and seven on Oak Street. Proposed improvements at Lily Street from Gough Street to Franklin Street (**Figure 6**, p. 11) would include the following:<sup>10</sup>

- A mid-block raised intersection to connect the two properties and integrate with special paving, artwork bollards, landscaped bulb-outs, public art on the blank façades of the school, and other place-making and traffic-calming elements.
- Raised crosswalks at the Franklin Street and Gough Street ends of the alley.
- Special paving in the roadway.
- Trees, bollards, and pedestrian lighting.

**Foundation and Excavation.** The proposed project would construct a type 1 structure, with a mat slab foundation to support the building. The project would excavate approximately 31,670 cubic yards at the site to a depth of 39 feet, all of which would be exported from the site. To accommodate this, the project would require 60 trucks onsite on average per shift per day and a maximum of 90 trucks onsite per shift per day during excavation.

**Construction.** Construction of the proposed project at 98 Franklin Street would occur in a single phase between 39 and 46 months, from 2020 to 2023, and consist of several stages: (1) demolition, (2) deep foundation work, (3) shoring, (4) excavation, (5) foundation and below-grade construction, (6) above-grade structure construction, (7) exterior finishing, (8) interior finishing, and (9) sidewalk construction and

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<sup>10</sup> These improvements could be part of an in-kind fee application. The fee waiver would need to be approved by the San Francisco Planning Commission.

landscaping. The estimated duration of pile driving, which would occur throughout the project site, would be five months. There would be up to three shifts for construction workers on weekdays and weekends: regular shift (6 a.m. to 3 p.m.), swing shift (3 p.m. to 11 p.m.), and night shift (11 p.m. to 7 a.m.).<sup>11</sup> An exception to the noise ordinance would need to be approved by the San Francisco Department of Building Inspection (private property) or San Francisco Department of Public Health (public rights-of-way) for project construction between the hours of 8 p.m. and 7 a.m.

### *Transportation Demand Management Program*

Per Planning Code section 169, the proposed projects at 30 Van Ness Avenue and 98 Franklin Street would be required to include a Transportation Demand Management (TDM) Program that would provide a strategy for managing the transportation demands created by the projects.

### *The Hub Housing Sustainability District*

The City, through adoption of an ordinance by the San Francisco Board of Supervisors, could choose to designate portions or all of the Hub Plan area as a HSD in accordance with Government Code sections 66202 to 66210, and Public Resources Code sections 21155.10 and 2155.11. In order to qualify as a HSD the following general requirements must be met:

1. The HSD must be within one-half mile of public transit, or otherwise highly suitable for residential or mixed-use development;
2. The area of an individual district must not be larger than 15 percent of the city's total land area;
3. An ordinance creating the district must include procedures and timelines for review of projects;
4. At least 20 percent of all housing units constructed in the HSD must be affordable to very low, low, and moderate income households for a period of no less than 55 years; and
5. The HSD must allow for the ministerial approval of housing (including mixed-use residential) projects.

The Hub Plan area meets criteria 1 and 2 above, and is anticipated to meet criteria 3 and 4. Any local ordinance creating a HSD would allow for ministerial approval of projects, satisfying criterion 5. The HSD could include all or a subset of parcels within the plan area that are zoned to permit residential use.

In order to participate in a HSD, an individual project would need to:

1. Include at least 10 percent units on-site affordable to lower-income households (in San Francisco, all projects would still be required to satisfy Planning Code section 415 inclusionary requirements, either through providing all inclusionary units on-site, or through a combination of on-site and fee payments);
2. Meet labor standards, including prevailing wage and trained workforce requirements, if meeting certain project size thresholds; and

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<sup>11</sup> If the building uses pre-cast façade materials, the pre-cast materials would be delivered during evening and early morning hours, potentially until 7 a.m., which would cause a one-hour overlap. This overlap could occur only during the portion of construction when delivery of the pre-cast materials occurs, which is a subset of the overall construction schedule.

3. Meet any adopted design review standards, be approvable through a ministerial process, and incorporate applicable mitigation measures from the EIR evaluating the HSD ordinance (i.e., this Hub Plan and Related Actions EIR).

The HSD could include all parcels within the Hub Plan area that are zoned to permit residential use. Should the plan area be designated as a HSD, implementation of the HSD would not change or intensify the anticipated physical or programmatic parameters of development expected or allowed under the proposed Hub Plan. Eligible projects seeking entitlement under the HSD would be required to meet adopted design review standards be approvable through a ministerial process, and incorporate applicable mitigation measures from the EIR prepared for the Hub HSD. Pursuant to Government Code sections 66202 to 66210, and Public Resources Code sections 21155.10 and 2155.11, subsequent projects in the Hub HSD that meet the requirements of a HSD would not require further environmental review.

## REQUIRED PROJECT APPROVALS

This section describes the approvals required for the Hub Plan, the two individual development projects, and the Hub HSD.

### *The Hub Plan*

Actions by the San Francisco Planning Commission:

- Certify EIR
- Initiate general plan amendments
- Recommend to the San Francisco Board of Supervisors general plan amendments, planning code text amendments, and zoning map amendments to update the Market and Octavia Area Plan and change the land use, zoning, and height and bulk classifications in the Hub Plan area

Actions by the San Francisco Board of Supervisors:

- Approve general plan amendments, planning code text amendments, and zoning map amendments to update the Market and Octavia Area Plan and change the land use, zoning, and height and bulk classifications in the Hub Plan area

Actions by the San Francisco Municipal Transportation Agency:

- Approve parking and traffic changes associated with the Hub Plan's circulation changes, streetscape improvements, and street network changes

Actions by the California Department of Transportation (Caltrans):

- Approval of the redesign of South Van Ness Avenue between Mission and 13<sup>th</sup> streets

Approval of the Hub Plan by the San Francisco Planning Commission and San Francisco Board of Supervisors would also approve the land use and height changes proposed for the individual projects.



### *30 Van Ness Avenue Project*

Actions by the San Francisco Planning Commission:

- Approval of a small office allocation (less than 50,000 square feet), pursuant to Planning Code section 321
- Approval of a downtown project authorization by the planning commission, per Planning Code section 309, for projects within a Downtown Commercial (C-3-G) district totaling more than 50,000 square feet in area or more than 75 feet in height, with exceptions to the requirements of Reduction of Ground-Level Wind Currents in C-3 Districts (Planning Code section 148) and Reduction of Shadows on Certain Public or Publicly Accessible Open Spaces in C-3 Districts (Planning Code section 147)
- Conditional use authorization to exempt the floor area attributed to the on-site inclusionary affordable units from the floor area ratio (Planning Code section 124)
- Approval of potential variances under Planning Code section 305 if required by final design of the building

Actions by the San Francisco Department of Building Inspection:

- Approval and issuance of construction permits

Actions by the San Francisco Municipal Transportation Agency:

- Approval of on-street parking and on-street loading changes

Actions by San Francisco Public Works:

- Approval of any proposed new, removed, or relocated street trees and/or landscaping adjacent to the public sidewalk from the Bureau of Urban Forestry

### *98 Franklin Street Project*

Actions by the San Francisco Planning Commission:

- Approval of a downtown project authorization, pursuant to Planning Code section 309, for new construction or substantial alteration of structures in C-3 Districts, with exceptions to the requirements of Reduction of Ground-Level Wind Currents in C-3 Districts (Planning Code section 148) and Reduction of Shadows on Certain Public or Publicly Accessible Open Spaces in C-3 Districts (Planning Code section 147)
- Conditional use authorization to exempt the floor area attributed to the on-site inclusionary affordable units from the floor area ratio (Planning Code section 124)

Actions by the San Francisco Department of Building Inspection:

- Approval and issuance of demolition and construction permits

Actions by the San Francisco Municipal Transportation Agency:

- Approval of on-street parking/loading changes

Actions by San Francisco Public Works:

- Approval of any proposed new, removed, or relocated street trees and/or landscaping adjacent to the public sidewalk from the Bureau of Urban Forestry

*The Hub Housing Sustainability District*

Actions by the San Francisco Planning Commission:

- Certify EIR
- Recommend to the San Francisco Board of Supervisors planning code text amendments to designate portions or all of the Hub Plan area as a Housing Sustainability District

Actions by the San Francisco Board of Supervisors:

- Adoption of an ordinance amending the planning code to designate portions or all of the Hub Plan area as a Housing Sustainability District

## SUMMARY OF POTENTIAL ENVIRONMENTAL ISSUES

The Hub Plan, the two individual development projects, and the Hub HSD (hereinafter “proposed project”) could result in potentially significant environmental impacts. The San Francisco Planning Department will prepare an initial study (IS) and an EIR to evaluate the physical environmental effects of the proposals in the Hub Plan. An IS will assess both project-specific and cumulative impacts for all topics required under CEQA and will identify which environmental topic areas may be significantly impacted by the project. As required by CEQA, an EIR will further examine those issues identified in the IS to have potentially significant impacts, identify mitigation measures, and analyze whether the proposed mitigation measures would reduce potentially significant environmental impacts to a less-than-significant level. The IS will be published with the Draft EIR, with a 45-day public review period, and included as an appendix to the Draft EIR.

As part of the review process under CEQA, the planning department will convene a public scoping meeting. Public comment will be solicited regarding the issues that will be covered in the EIR (see “Public Scoping Process” of this Notice of Preparation [NOP] for more details). Although subject to change, it is anticipated at this time that the EIR will address the following environmental topics: land use and planning, cultural resources (including tribal cultural resources), transportation and circulation, noise, air quality, and wind and shadow. It is anticipated that environmental impacts related to population and housing, greenhouse gas emissions, recreation, utilities and service systems, public services, biological resources, geology and soils, hydrology and water quality, hazards and hazardous materials, mineral and energy resources, and agricultural and forestry resources will be analyzed in the IS, unless significant impacts are identified that cannot be mitigated to a less-than-significant level, in which case, any such impacts analysis will be included in the EIR. The environmental issues to be addressed in the IS and the EIR are described briefly below. For all topics below, whether included in the IS or also in the EIR, the analysis will consider the impacts of the proposed project individually as well as cumulative impacts resulting from other reasonably foreseeable projects.

The two individual development projects meet all of the requirements of a transit-oriented infill development project under Senate Bill 743; therefore, aesthetics and parking will not be considered in determining if the two individual development projects have the potential to result in significant environmental effects. However, aesthetics and parking will be evaluated at the programmatic level for the Hub Plan.

### ***Land Use and Planning***

The land use and planning analysis will describe existing land uses in the Hub Plan area and in the vicinity of the Hub Plan area and analyze whether the proposed project would physically divide an established community or result in conflicts with the Market and Octavia Area Plan or other land use plans adopted for the purpose of mitigating an environmental impact.

### ***Aesthetics***

The aesthetics analysis will include an analysis of the potential impacts of the proposed project related to adverse effects on scenic vistas, substantially damaging scenic resources, substantially degrading visual character and quality, and creating new sources of light or glare.

### ***Population and Housing***

The population and housing analysis will include analysis of the potential impact of the proposed project related to population, employment and housing, and residential displacement.

### ***Cultural Resources***

The cultural resources analysis will address historic resources, archaeological resources, tribal resources, and human remains. The historic significance of existing buildings within the Hub Plan area is described in various technical reports, survey documentation, and planning department environmental documents. The analysis will include a review of all previously documented resources; an update to survey records, as needed; and new evaluations for age-eligible properties within the Hub Plan area. The analysis will include potential impacts on individual historic resources and districts. A program-level archaeological research design and treatment plan will assess overall archaeological sensitivity of the Hub Plan area and develop a program-level strategy for archaeological investigations; the treatment plan will also cover the two development projects at 30 Van Ness Avenue and 98 Franklin Street at a project-level.

### ***Transportation and Circulation***

The proposed project would generate additional person trips, resulting in an increase in vehicle miles traveled (VMT), commercial (freight and delivery service) and passenger loading, and the number of people walking, bicycling, or riding transit. A transportation impact study will be prepared for the Hub Plan, in accordance with the planning department's Transportation Impact Analysis Guidelines and planning commission resolution 19579, which established VMT as the appropriate transportation review standard. The analysis will analyze transit conditions, VMT, traffic hazards, conditions for people walking and bicycling, commercial (freight and delivery service) and passenger loading, emergency vehicle access, and construction-related transportation impacts and determine mitigation measures for impacts that are determined to be significant. The analysis will include potentially significant operational and construction impacts on the transportation and circulation system.

### *Noise*

The noise analysis will include analysis of short-term construction-related noise and vibration impacts that could result from the proposed project. The analysis will evaluate the potential for noise generated by the proposed project to adversely affect nearby sensitive land uses and include a discussion of noise compatibility standards for the proposed land uses.

### *Air Quality*

The air quality analysis will include analysis of the consistency of the proposed project with applicable air quality plans and a quantitative analysis of the potential for the proposed project to result in emissions of criteria air pollutants and other toxic air contaminants that may affect sensitive populations (vulnerable people). The analysis will also discuss the potential for the proposed project to result in sources of odor. The air quality analysis will discuss air pollutant emissions during both construction and operation. The analysis will also summarize the results of a health risk assessment, which will be prepared to evaluate potential long-term health effects from emissions during both construction and operation.

### *Greenhouse Gas Emissions*

The greenhouse gas emissions analysis will address the consistency of the proposed project with the San Francisco Greenhouse Gas Reduction Strategy. The analysis will determine if the proposed project could result in greenhouse gas emissions that would result in a significant impact on the environment.

### *Wind and Shadow*

Changes in wind conditions resulting from the proposed project could substantially affect public areas. As part of the wind analysis a technical study will be prepared for the proposed project to evaluate existing wind conditions within and around the Hub Plan area and determine the extent to which changes in height and bulk limits would result in wind conditions that could substantially affect public areas. The technical study will determine whether changes in wind conditions resulting from the proposed project would result in any net new hazard exceedances, as defined by Planning Code section 148, which sets forth the City's definition of a wind hazard. The analysis will summarize the results of the report and include an analysis of ground-level wind impacts as well as mitigation measures for wind impacts that are determined to be significant.

The shadow analysis will include an evaluation of the potential for the proposed project to result in shadow impacts on City parks and other publicly accessible open spaces. The analysis will be supported by a shadow study that will evaluate the extent to which shadows cast by the changes in height and bulk limits adversely affect City parks and publicly accessible open spaces.

### *Recreation*

The recreation analysis will analyze whether the proposed project would increase the use of existing parks or require the construction or expansion of parks and recreational facilities, which could have a physical effect on the environment.

### ***Utilities and Service Systems***

The utilities and service systems analysis will include a discussion of potable water and wastewater treatment capacity as well as the disposal of solid waste that may be generated by the proposed project. This topic will also include an assessment of whether the proposed project would require the construction of new water supply, wastewater treatment, and/or stormwater drainage facilities and, if so, whether that construction could result in adverse environmental effects.

### ***Public Services***

The public services analysis will analyze whether existing public service providers (e.g., police and fire protection, schools, parks, or other public facilities) would be adversely affected by the proposed project so as to require new or physically altered facilities, the construction of which could cause significant impacts.

### ***Biological Resources***

The biological resources analysis will discuss existing biological resources or habitats that could be affected by the proposed project, such as trees or native resident or migratory bird species, and the potential for the proposed project to result in a substantial adverse effect on these biological resources or habitats.

### ***Geology and Soils***

The geology and soils analysis will evaluate the susceptibility of the proposed project to seismic activity, liquefaction, landslides, erosion, soil instability, or risks to life or property. The analysis will also determine if the proposed project would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

### ***Hydrology and Water Quality***

The hydrology and water quality analysis will evaluate the potential of the proposed project to violate water quality standards or waste discharge requirements or result in adverse effects on groundwater supplies. The analysis will also consider the degree to which the proposed project could affect drainage patterns or create water runoff that could affect stormwater drainage systems. The analysis will also consider the potential of the proposed project to place housing within an identified flood hazard area.

### ***Hazards and Hazardous Materials***

The hazards and hazardous materials analysis will evaluate the potential for the proposed project to create a significant hazard to the public or the environment related to hazardous materials through the routine transport, use, or disposal of hazardous materials; the emission or release of hazardous material into soils or groundwater; or interference with an emergency response plan.

### ***Mineral and Energy Resources***

The mineral and energy resources analysis will evaluate potential impacts of the proposed project related to existing mineral and energy resources.

### ***Agricultural and Forestry Resources***

The agricultural and forestry resources analysis will evaluate the potential impacts of the proposed project on existing agricultural and forestry resources.

Notice of Preparation of an EIR  
May 23, 2018

Case Nos. 2015-000940ENV, 2017-008051ENV, 2016-014802ENV  
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### *Other CEQA Issues*

The IS and EIR analysis will identify feasible mitigation measures to lessen or reduce significant environmental impacts of the proposed project.

Other topics required by CEQA, including growth-inducing impacts; significant unavoidable impacts; significant irreversible impacts; any known controversy associated with environmental effects, mitigation measures, or alternatives; and issues to be resolved by the decision makers also will be addressed.

## **ALTERNATIVES**

Alternatives to be evaluated in the EIR for the proposed project will include, but not be limited to, a No Project Alternative, which assumes no change to existing conditions in the Hub Plan area, and one or more additional alternatives to address other significant impacts of the proposed project identified in the EIR. The alternatives considered and the analysis thereof will be based on the criteria of the State CEQA Guidelines, section 15126.6 (Consideration and Discussion of Alternatives to the Proposed Project).

## **FINDING**

**This project may have a significant effect on the environment and an EIR is required.** This determination is based on the criteria of the State CEQA Guidelines, sections 15063 (Initial Study), 15064 (Determining Significant Effect), and 15065 (Mandatory Findings of Significance). The purpose of the EIR is to provide information about potential significant physical environmental impacts of the proposed project and identify possible ways to minimize the significant impacts. The EIR also describes and analyzes possible alternatives to the proposed project. Preparation of an NOP or EIR does not indicate a decision by the City to approve or to disapprove a proposed project. However, prior to making any such decision, the decision makers must review and consider the information contained in the EIR.

## **PUBLIC SCOPING PROCESS**

Pursuant to California Public Resources Code section 21083.9 and State CEQA Guidelines section 15206, a public scoping meeting will be held to receive oral comments concerning the scope of the EIR. The meeting will be held on **June 12 from 6:00 p.m. until 8:00 p.m. at 170 Otis Street, 1<sup>st</sup> Floor, Born Auditorium, San Francisco, California 94103.** To request a language interpreter or accommodate persons with disabilities at the scoping meeting, please contact the staff contact at least 72 hours in advance of the meeting. Written comments will also be accepted at this meeting and until 5 p.m. on June 22, 2018. Written comments should be sent to Alana Callagy, San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA 94103 or [Alana.Callagy@sfgov.org](mailto:Alana.Callagy@sfgov.org) and should reference the project title and case numbers provided on the front of this notice.

**State Agencies:** If you work for a responsible state agency, we need to know the views of your agency regarding the scope and content of the environmental information that is germane to your agency's statutory responsibilities in connection with the proposed project. Your agency may need to use the EIR when considering a permit or other approval for this project. Please include the name of a contact person in your agency.



Notice of Preparation of an EIR  
May 23, 2018

Case Nos. 2015-000940ENV, 2017-008051ENV, 2016-014802ENV  
The Hub Plan, 30 Van Ness Avenue, 98 Franklin Street, and  
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Members of the public are not required to provide personal identifying information when they communicate with the planning commission or the planning department. All written or oral communications, including submitted personal contact information, may be made available to the public for inspection and copying upon request and may appear on the department's website or in other public documents.

May 23, 2018  
Date

Lisa Gibson  
Lisa Gibson  
Environmental Review Officer



**OFFICE OF THE CONTROLLER**  
**CITY AND COUNTY OF SAN FRANCISCO**

Ben Rosenfield  
Controller

Todd Rydstrom  
Deputy Controller

## MEMORANDUM

**TO:** The Honorable Board of Supervisors  
Angela Calvillo, Clerk of the Board of Supervisors

**FROM:** Ted Egan, Chief Economist

**DATE:** May 17, 2018

**SUBJECT:** Office of Economic Analysis Impact Report for File Number 180373

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Dear Madam Clerk and Members of the Board:

The Office of Economic Analysis is pleased to present you with its economic impact report on file number 180373, "General Obligation Bond for Public Health and Safety: Economic Impact Report." If you have any questions about this report, please contact me at (415) 554-5268.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 17 AM 9:57  
BY 3

# Gross Receipts Tax on Transportation Network Company and Private Transit Vehicle Services:

## Economic Impact Report



**CITY & COUNTY OF SAN FRANCISCO**

Office of the Controller

Office of Economic Analysis

Item #180373

05.17.2018

- The proposed legislation would place a business tax measure on the November, 2018 ballot in San Francisco. All local tax increases in California must be approved by the voters. In this case, the measure would require a 50% + 1 majority to pass.
- The tax would amend the City's Gross Receipts tax by creating new category of business activity, Transportation Network Services and Private Transit Vehicle Services. Businesses in this category would pay a higher tax rate than they currently do.
- The legislation would also bring forward the expiration of the Central Market and Tenderloin Area Payroll Tax Exclusion that was enacted in 2011, change the taxation rules for businesses operating in more than one industry category, and raise the appropriation limit.
- The Office of Economic Analysis (OEA) has prepared this report after determining that the proposed tax increase might have a material impact on the City's economy. The other provisions of the legislation would not have a significant impact, and are not considered in this report.

# Definitions

- The proposed tax would apply to companies doing business in San Francisco, and providing Transportation Network Company Services, or Private Transit Vehicle Services.
- *Transportation Network Company Services* refers to the use of an online-enabled application or platform to connect passengers within drivers using a personal vehicle. This definition is based on the definition of Transportation Network Company (TNC) in the California Public Utilities Code.
- *Private Transit Vehicle Services* means any services provided by a Private Transit Vehicle, which is defined in the City's Transportation Code. Essentially, it is a private, passenger-carrying, road-going vehicle that provides transit services to the public while charging individual fares, which is not regulated by the California Public Utilities Commission (as TNCs are), not a taxi or ambulance, and accepts passengers on a non-pre-arranged basis.

# San Francisco Gross Receipts

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- A State or local government may not tax all of a business's gross receipts, but only the amount that can be fairly apportioned to the jurisdiction.
- San Francisco's Gross Receipts Tax uses three ways to apportion a business's total gross receipts. Different rules apply to different industries:
  - Payroll: the percentage of total gross receipts that is taxable by the City is equal to the percentage of its total payroll that is based in the city.
  - Sales: only sales from within San Francisco are taxable by the City.
  - Sales + Payroll: half of the taxable receipts are based on the Sales method, and half based on the Payroll method.
- In the proposed legislation, Private Transit Vehicle Services would use the Sales method. For Transportation Network Company Services, the Sales + Payroll method would be used.



# Gross Receipts Tax Rates

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- The City's Gross Receipts Tax levies different rates for businesses in different industries. Within a given industry, higher rates are charged at higher gross receipts tiers.
- Based on the definitions in the proposed legislation, it is likely that many of the affected businesses are currently paying taxes as Information and/or Transportation. Under the proposed tax, they would be reclassified.
- Consequently, their tax rates will rise at each tier by 0.5%, as shown on the next page. At the highest tier, for gross receipts above \$25 million, the tax rate would rise from 0.475% to 0.975%.

# Current and Proposed Tax Rates

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	Gross Receipts Tier			
	\$0-1M	\$1-2.5M	\$2.5-\$25M	\$25M+
Retail Trade, Wholesale Trade, Certain Services	0.075%	0.100%	0.135%	0.160%
Manufacturing, Transportation/Warehousing, Information, Biotechnology, Clean Technology, Food Services	0.125%	0.205%	0.370%	0.475%
Accommodations, Utilities, Arts/Entertainment/Recreation	0.300%	0.325%	0.325%	0.400%
Private Education/Health Services, Administrative/Support Services, Miscellaneous Business Activities	0.525%	0.550%	0.600%	0.650%
Construction	0.300%	0.350%	0.400%	0.450%
Financial Services, Insurance, Professional/Scientific/Technical Services	0.400%	0.460%	0.510%	0.560%
Real Estate/Rental/Leasing Services	0.285%	0.285%	0.300%	0.300%
<b>Transportation Network Company/Private Transit Vehicle Services</b>	<b>0.625%</b>	<b>0.705%</b>	<b>0.870%</b>	<b>0.975%</b>

New Tax Category

# Economic Impact Factors

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- On one hand, the proposed tax would raise the cost to affected businesses of operating and generating gross receipts in San Francisco. Because San Francisco gross receipts are generated by maintaining payroll and incurring sales in the city, as well as overall business growth, the proposed tax would create a disincentive to locate jobs and do business in the city.
- To the extent that affected businesses reduce employment and operations in San Francisco, this would generate negative multiplier effects in the city's economy, and tend to contract it.
- As a General Tax, the revenue from the proposed tax would be deposited in the General Fund for any government purpose. The additional local government spending would generate positive multiplier effects throughout the local economy, creating an economic stimulus.
- The net economic impact of the proposed tax results from the relative strength of these positive and negative multiplier effects.

# Revenue Estimates

- TNCs and Private Transit Vehicle services revenues cannot be determined from standard economic statistics. Because of this, the revenue estimate in this report is subject to considerable uncertainty.
- However, Uber and Lyft are large businesses in San Francisco which are known to be regulated as Transportation Network Companies as defined by the CPUC, and thus would be subject to the tax.
- Based on the current state of the industry, Uber and Lyft would likely be the source of the vast majority of the tax's new revenue.
- Based on publicly-reported information from these business activities, we estimate the proposed tax would generate \$32 million in revenue each year. However, because of the uncertainty, actual revenues could vary substantially from this estimate.
- As global companies headquarters in the city, both companies reportedly have a higher share of their payroll in the city than sales. Given the proposed apportionment rules discussed earlier, this means their employment base in the city would have a major impact on their tax obligation.

# General Fund Spending

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- San Francisco's \$5.1 billion General Fund can be broken down by uses as follows, according to the FY 2017-18 adopted budget:
  - Personnel 45.4%
  - Non-Personnel Operating Costs 15.8%
  - Aid Assistance 7.4%
  - Grants 6.4%
  - Transfers from General Fund 20.8%
  - Capital & Equipment 4.3%
- Excluding transfers, and accounting for 50% of City employees who live outside of San Francisco, a \$32 million increase to the General Fund would generate approximately \$9 million in direct economic benefits from employee compensation in San Francisco, and \$14 million in additional spending on Social Services, Construction, and Professional Services.



# Economic Impact Assessment

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- Using REMI, we modeled the economic costs of the tax against the benefits of the increased spending through the City's General Fund.
- Overall, on average over a 20-year period, the impact was slightly negative, with an average loss of 150 jobs. About 70 jobs are projected to be lost in the Information sector, with remainder distributed across other sectors. The Health Care and Social Services sector is projected to add jobs, given the City's General Fund support of those activities.
- To put these figures into context, the tax would result in about a 0.1% to 0.2% average reduction in employment and value added for the Information sector as a whole, with much smaller impacts on the other sectors of the local economy. Of course, the impacts on the individual companies affected by the tax would be greater.



# Conclusions

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- Our analysis suggests the economic impact of the tax is negative, but small in the context of the overall city economy, with the contracting effects of limiting employment and compensation in the Information sector slightly outweighing the benefits of increased spending.
- Relatively few businesses are likely to be affected. Only one business, Uber, would likely account for the vast majority of the tax revenue, at least at present.
- Future tax revenue will be sensitive to the overall trends of an emerging industry. Growth has been rapid in recent years, and with continued growth, revenue could far exceed the estimate in this report. On the hand, changes in technology or regulation could make the categories in the proposed tax less relevant, leading to less-than-expected revenue in the future.
- Furthermore, the tax burden of large TNCs under the proposed tax would be highly sensitive to where their employees work. If businesses react to the tax by relocating more jobs out of San Francisco than anticipated, the City could experience a greater negative economic impact, and an erosion of its business tax base.

# Staff Contact

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Ted Egan, Ph.D., Chief Economist

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450-0292018-146

May 15, 2018

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689

Re: Candlestick Point/Hunters Point Shipyard Phase 2 Project  
Interagency Cooperation Agreement: Submission of Transportation, Infrastructure and  
Open Space Plan Amendments, and Hunters Point Shipyard Phase 2 Design for  
Development

Dear Ms. Calvillo:

Pursuant to authority delegated by the Board of Supervisors of the City and County of San Francisco, the Successor Agency Commission (commonly known as the Commission on Community Investment and Infrastructure ("Commission")) is overseeing development of the Major Approved Development Projects of the former Redevelopment Agency of the City and County of San Francisco, including the Candlestick Point/Hunters Point Shipyard Phase 2 Project ("Project").

On April 17, 2018, the Commission conditionally approved certain changes to the Project, including changes to the Transportation Plan, Open Space Plan, Hunters Point Shipyard Phase 2 Design for Development, Hunters Point Shipyard Phase 2 Infrastructure Plan and Below-Market Rate Housing Plan.

Mark Farrell  
MAYOR

Nadia Sesay  
EXECUTIVE DIRECTOR

Marilyn Mondejar  
CHAIR

Miguel Bustos  
Mara Rosales  
Darshan Singh  
COMMISSIONERS

Under the Interagency Cooperation Agreement ("ICA") for the Project between the City and OCII, any material amendment to the foregoing plans is subject to the prior review and approval of the Board of Supervisors. Proposed amendments are deemed approved by the Board of Supervisors unless the Board takes action by resolution to reject the proposed amendments within sixty (60) days following the date that they are submitted to the Clerk of the Board of Supervisors.

One S. Van Ness Ave.  
5th Floor  
San Francisco, CA  
94103

415 749 2400

[www.sfocii.org](http://www.sfocii.org)

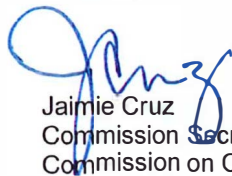
Accordingly, we hereby submit to your office amendments to the following plans for the Project (provided in paper and digital format):

- (a) Transportation Plan, dated May 10, 2018, as approved by the Commission and the Municipal Transportation Agency Board of Directors (Resolution No. 180501-074);
- (b) Open Space Plan, as approved by the Commission;
- (c) Hunters Point Shipyard Infrastructure Plan, as approved by the Commission and consented to by San Francisco Department of Public Works (May 10, 2018), San Francisco Public Utilities Commission (May 11, 2018), and San Francisco Fire Department (May 11, 2018) (each consent letter attached); and
- (d) Hunters Point Shipyard Design for Development dated April 2018, as approved by the Commission and the San Francisco Planning Commission (Motion No. 20165);

Per the ICA, the Board will have until Monday, July 16, 2018 to take action to reject the proposed amendments. Lastly, please note that the Board of Supervisors will be taking separate action by Resolution on the Below-Market Rate Housing Plan amendment, which is being provided to the Clerk under separate cover.

Please contact me at (415) 749-2408 if you have any questions concerning these attachments or these plan amendments.

Sincerely,



Jaimie Cruz  
Commission Secretary  
Commission on Community Investment and Infrastructure

Cc: Hon. Mark Farrell, Mayor (w/o attachments)  
Hon. Malia Cohen, Supervisor (w/o attachments)





# CANDLESTICK POINT HUNTERS POINT SHIPYARD PHASE II

## TRANSPORTATION PLAN APPENDIX MAY 2018







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# CHAPTER ONE: INTRODUCTION

This report describes the transit service plan for the Candlestick Point / Hunters Point Shipyard Phase II (CP/HPS) project, including elements of the plan and the expected costs associated with operating that service. This analysis and the resulting transit service plan is the product of close collaboration between the Mayor's Office of Economic and Workforce Development, the Office of Community Investment and Infrastructure, the Planning Department, and SFMTA. There has been general consensus regarding the suitability and financial feasibility of this plan to provide robust transit service to the southeastern portion of San Francisco. SFMTA service planning staff will retain the discretion to implement the most appropriate transit service as conditions in the area warrant. However, this transit service plan represents the currently-anticipated transit service improvements.

This report is divided into four chapters. This chapter provides a brief introduction to the report and describes its purpose. The second chapter provides a brief summary of the proposed transit plan. The third chapter describes the costs associated with operating the proposed service plan at completion of the project, and the fourth chapter describes the anticipated phasing of transit service increases (and associated costs) relative to project buildout.

A photograph of a person's lower half, wearing dark pants and orange sneakers, holding a skateboard. They are standing on a sidewalk next to a grassy area. In the background, a car is parked on a street, and the scene is lit with the warm, golden light of a sunset or sunrise.

## CHAPTER TWO: PROPOSED TRANSIT PLAN

Fehr & Peers has worked collaboratively with staff from the Mayor's Office of Economic and Workforce Development, the Office of Community Investment and Infrastructure, the San Francisco County Transportation Authority, the Planning Department, and SFMTA to develop reliable projections of transit ridership associated not just with the proposed project, but with other proposed and planned projects in the area. These detailed, route-specific ridership projections were used to develop and refine the transit service plan for buildout conditions. Specifically, the transit operating plan would include the following peak period service improvements at buildout:

- Extension of the 24-Divisadero, the 44-O'Shaughnessy, and the 48-Quintara-24th Street into Hunters Point Shipyard, and increased frequency in the AM and PM peak periods<sup>1</sup>.
- Extension of the 29-Sunset from its current terminus near the Alice Griffith housing development, near Gilman Avenue and Giants Drive, into the proposed Candlestick Point retail area. The 29-Sunset would operate a short line between Candlestick Point and the Balboa Park BART station. This would increase frequencies on the 29-Sunset by reducing headways between buses from 10 minutes to 5 minutes during the AM and PM peak periods between Candlestick Point and the Balboa BART station. Every other bus would continue to serve the Sunset District at 10 minute headways.
- Extension of the 28R-19th Avenue Limited from its Muni Forward, formerly known as the Transit Effectiveness Program (TEP), proposed terminus on Geneva Avenue, just east of Mission Street, into the Hunters Point Shipyard transit center. Ultimately, the 28R-19th Avenue Limited would travel along Geneva Avenue across U.S. 101 via the proposed Geneva Avenue extension and new interchange with U.S. 101, to Harney Way. As an interim service, prior to construction of the Geneva Avenue extension and new interchange with US 101, the 28R-Geneva Avenue Limited would travel through the Little Hollywood neighborhood on an exact route to be determined. East of Bayshore Boulevard, the 28R-19th Avenue Limited would operate as BRT, traveling in exclusive bus lanes into the Candlestick Point area. The BRT route would travel through the Candlestick Point retail corridor,

<sup>1</sup> Initially, the 23-Monterey would be extended into the Hunters Point Shipyard instead of the 24-Divisadero. Approximately during Major Phase 3, the 23-Monterey would return to its existing route and the 24-Divisadero would be extended into the site.



and cross over Yosemite Slough into the Hunters Point Shipyard transit center. The 28R-19th Avenue Limited would operate a short line to the Balboa Park BART station. This would increase frequencies on the 28R-19th Avenue Limited by reducing headways between buses from 8 minutes to 5 minutes for the segment between Hunters Point Shipyard and the Balboa Park BART station, traveling in exclusive lanes throughout the project site. Every other bus would continue to the Sunset District at 10-minute headways<sup>2</sup>.

- New CPX-Candlestick Express to downtown serving the Candlestick Point site, traveling along Harney Way (with potential stops at Executive Park), before traveling on U.S. 101 toward downtown, terminating at or near the Transbay Terminal<sup>3</sup>.
- New HPX-Hunters Point Shipyard Express to downtown serving the Hunters Point Shipyard site, traveling from the Hunters Point Shipyard Transit Center, along Innes Avenue, with stops at the India Basin and Hunters View areas. The HPX would continue non-stop to a destination near the Transbay Terminal in Downtown San Francisco.
- Convert T-Third service between Bayview and Chinatown via the Central Subway from one-car to two-car trains or comparable service improvement<sup>4</sup>.

This new transit service would be complimented by the provision of a new transit center in the Hunters Point Shipyard site, which would include space for bus stops, bus layovers, transit operator restrooms, customer information, and other amenities as described in the Candlestick Point & Hunters Point Shipyard Phase II Transportation Plan and the project's Infrastructure Plan.

As noted in Chapter 1, the proposed transit service would complement service changes proposed by the Muni Forward, and is illustrated on **Figure 1**. As currently contemplated, the relative difference between off-peak and peak period transit service would be similar to the relative differences proposed as part of Muni Forward.

**Figure 1: Proposed Transit Improvements**



2 The Transit Operating Plan includes a complimentary publicly accessible shuttle that is privately-funded, which will provide service between the project site and the Balboa BART station, replicating service that will ultimately be offered by the 28R BRT route. The shuttle will operate at approximately 7.5-minute frequency. The shuttle will serve as an interim service until the 28R BRT route, or other comparable transit service is implemented.

3 Although preliminary routes between the project area and the Transbay Terminal have been identified, SFMTA staff will ultimately determine precise routing at the time the routes are initiated.

4 Improvements to service on the T-Third light rail line are not expected to be phased based on project development; instead, improvements on the T-Third will be phased according to construction on the Central Subway project and regional demand needs.



# CHAPTER THREE: TRANSIT OPERATING COSTS

Fehr & Peers worked with SFMTA staff to develop cost estimates for operating and maintaining the proposed transit service and for capital costs associated with additional rolling stock. These costs are increases over the proposed TEP operating scenario and include extensions of transit routes into the project site and increased frequencies on some routes.

**Table 1** provides the percentage of ridership increases between existing conditions and year 2030 conditions (project buildout) on each route that is attributable to the CP/HPS project<sup>5</sup>. Table 1 also provides the annual operations and maintenance costs and the capital costs for providing the proposed service on each route. Finally, by multiplying the CP/HPS project's percentage contribution to transit ridership by the capital costs and operations and maintenance costs, the CP/HPS fair-share contribution to the proposed transit service improvements can be determined.

## 3.1 OPERATIONS & MAINTENANCE COSTS

The annual costs associated with operating the proposed service were determined using SFMTA's cost estimation model, originally developed for Muni Forward. This document only discusses costs and does not account for increased revenue to the City associated with farebox recovery, advertising revenue, or other revenue source. Those offsetting revenues are discussed separately in the project's fiscal analysis.<sup>6</sup>

<sup>5</sup> The method used in the analysis summarized on Table 1 is based on the project's contribution of ridership at the maximum load point of each route. This is reasonable, since the maximum load point is usually the controlling point in determining route frequency and capacity (and therefore, operating cost). However, another way to look at ridership contribution is based on the project's contribution to overall growth in total number of boardings along each route. This method may be better suited to indicate the proportion of riders realizing benefits to improved frequencies and running times. The method of determining a cost contribution from a project is a policy decision; however, both methods produced similar fair-share contributions for the CP/HPS project. The analysis described in this report is based solely on the maximum load method.

<sup>6</sup> Fiscal and Economic Analysis, Economic & Planning Systems, March 2018



### 3.2 CAPITAL COSTS

The number of new transit vehicles required to operate the proposed transit plan was also determined using SFMTA's cost estimation model. SFMTA staff have reviewed and concurred with the projections from this model. The unit costs for new rolling stock were also provided by SFMTA, and are summarized in **Table 2**. The Fiscal and Economic Analysis (March 2018) assume capital costs are financed over several years. Additionally, through discussions with SFMTA staff, the 24-Divisadero will eventually be served by battery electric buses; thus, trolley wires are no longer proposed.<sup>7</sup>

As shown, the total additional cost to operate the proposed transit service includes nearly \$194 million in capital costs for rolling stock and will require an annual operations and maintenance cost of nearly \$48 million. Based on the portion of ridership increases attributable to the CP/HPS project between now and full project buildout, the CP/HPS project's share includes over \$55 million in capital costs for rolling stock and nearly \$18 million annually for operations and maintenance.

<sup>7</sup> The 2010 capital costs did not include the extension of trolley wires into the project site; therefore capital costs associated with the 24-Divisadero, shown in Table 1, are not affected by the removal of the trolley wires.

Table 1: Transit Service Proposal Costs at Project Buildout

Route	Number of Vehicles Added	Project Contributions	Total Costs (FY 2017 Dollars) <sup>1, 2</sup>			
			Proposed Service Plan Total Costs		CP-HPS Share	
			Annual O&M Costs	Capital Costs	Annual O&M	Capital Costs
CPX	12	92%	\$3,348,800	\$11,520,000	\$3,080,900	\$10,576,000
HPX	20	56%	\$5,275,400	\$19,200,000	\$2,954,200	\$10,729,000
Route 48	7	20%	\$2,916,500	\$6,720,000	\$583,300	\$1,341,000
Route 28R	17	51%	\$11,145,100	\$16,320,000	\$5,684,000	\$8,306,000
Route 29	11	27%	\$4,266,700	\$10,560,000	\$1,152,000	\$2,845,000
Route 24	10	46%	\$3,733,000	\$15,800,000	\$1,717,200	\$3,634,000
T-Third	19	16%	\$17,318,100	\$114,000,000	\$2,770,900	\$18,240,000
Others	-	100%	-	-	-	-
Total			\$48,003,900	\$194,120,000	\$17,942,500	\$55,671,000

Notes:

1. O&M Costs updated to reflect 2017 dollars by increasing original amounts by 15%. This was done by calculating the increase in SFMTA's Cost Per Revenue Hour from 2007 to 2017
2. Capital costs updated based on Muni cost/bus estimates from Frank Markowitz, SFMTA (2018).

Table 2: Capital Cost per Transit Vehicle<sup>1</sup>

Vehicle Type	Cost Provided by MTA (FY 2017 Dollars)
Trolley Coaches	\$1.58 Million
Motor Coaches	\$0.96 Million
Light Rail Vehicle	\$6.00 Million

Source: SFMTA, 2017

Notes:

1. Capital costs updated based on Muni cost/bus estimates from Frank Markowitz, SFMTA (2018).



# CHAPTER FOUR: PHASING

The transit phasing plan has been designed to ensure that the level of transit service provided generally anticipates the CP/HPS project's transit demand. This will ensure that the Project maintains its "transit orientation" throughout the development horizon.

**Table 3** presents the various levels of transit service expected to be provided at the site throughout various points of development.

To serve the retail center, the 29-Sunset would be extended to the retail center and its frequency would be increased from 10 minutes to its ultimate

frequency of 5 minutes upon opening of the center. Additionally, due to the relatively high number of residential units expected under the first major phase, the CPX will start out at 15 minutes and increase to its ultimate frequency of 10 minutes upon opening of the retail center. The CPX would provide connections between Candlestick Point, Downtown and regional transit systems. However, the 28R/BRT would not be as useful under the early years of the Project because the infrastructure connecting it to Geneva Avenue to the west would not be in place and therefore, will be implemented later in the overall schedule.

In addition, a complimentary publicly accessible shuttle that is privately-funded, will provide service between the project site and the Balboa BART station. Service will be offered at 7.5 minute frequency with approximately 30-passenger vehicles. This service will be interim service until the 28R/ BRT route or other comparable transit service is implemented. Although the shuttle service will initially be oriented to the Balboa Park BART Station, the site's TDM coordinator will retain the ability to reroute the shuttle to other regional transit hubs to better match patron and employee demand, with mutual agreement of the city.

Phasing of other transit service, relative to development phasing, has been established in cooperation with SFMTA.

The phasing levels were selected to correspond to ridership demand and to ensure that the initiation of service is relatively early in the overall development timeline. Service would be gradually increased up to full buildout service frequencies to maintain robust and attractive transit service throughout the Project phasing. The service frequency increases would be managed by SFMTA to maintain ridership conditions below SFMTA's 85% capacity utilization standard, a PM peak period external transit mode split of approximately 20% or higher, and an overall transportation system where vehicle traffic congestion (i.e., intersection level of service) along the major transit corridors would be similar to or better than conditions identified in the EIR at study intersections.

Preliminary development schedules provided by FivePoint forecast occupancy of the first building by year 2021 and completion of the final development by year 2035. **Table 4** presents the annual capital and operating and maintenance costs expected to accrue based on the projected project buildout and projected implementation of transit service by year.

Notes:

1 Temporary until initiation of 28R/BRT.

2 Although the anticipated development schedule calls for the first portions of HP-01 to be completed in 2019, that portion is primarily reconstruction of existing artists' studios. The first portion of new development is scheduled to be complete by approximately 2021, which is when new transit service would likely be warranted.

**Table 3: Transit Phasing**

Route	Frequency (Minutes)	Major Phase / Sub-Phase	Approximate Year
Hunters Point Shipyard			
Hunters Point Express (HPX)	20 10 6	1 / HP-01 2 / HP-04 3 / HP-06	2021 <sup>2</sup> 2025 2026
23 Monterey (Temporary)	20	1 / HP-01	2021
24 Divisadero	15 10	2 / HP-04 3 / HP-06	2025 2026
44 O'Shaughnessy	10 7.5 6.5	1 / HP-02 2 / HP-03 3 / HP-06	2022 2025 2026
48 Quintara	15 10	1 / HP-01 2 / HP-03	2021 2025
Candlestick Point			
Candlestick Point Express (CPX)	15 10	1 / CP-03 1 / CP-02	2021 2022
Extension of 29-Sunset	10 5	1 / CP-03 1 / CP-02	2021 2025
Privately-Funded Complimentary Shuttle <sup>1</sup>	7.5	1 / CP-02	2022
Routes Serving Both Sites			
Extension of 28R/ BRT <sup>1</sup>	8 5	2 / HP-04 3 / CP-07	2025 2028
Increase serve on T-Third Light Rail	6 5	No Change - Not triggered by project development	

**Table 4A: Transit Phasing and Associated Cost by Year**

Annual Costs Based on Hunters Point Development													
Improvement	Headway (min.)	Major Phase	Yearly O&M Costs (2017)	Capital Costs (2017)	2019	2020	2021	2022	2023	2024	2025	2026	2027
Begin Hunters Point Express (HPX)	20	1	\$886,300	\$3,218,800.00	-	-	\$4,105,100	\$886,300	\$886,300	\$886,300	-	-	-
	10	2	\$1,772,600	\$6,437,600	-	-	-	-	-	-	\$4,991,400	-	-
	6	3	\$2,954,200	\$10,729,000	-	-	-	-	-	-	-	\$7,245,600	\$2,954,200
Extend 23-Monterey	20	1	\$438,700	\$545,000	-	-	\$983,700	\$438,700	\$438,700	\$438,700	-	-	-
	15	2	\$438,700	-	-	-	-	-	-	-	\$438,700	-	-
Extend 24-Divisadero	10	3	\$1,717,200	\$3,634,000	-	-	-	-	-	-	-	\$5,351,200	\$1,717,200
Extend 48-Quintara	15	1	\$146,200	\$192,000	-	-	\$338,200	\$146,200	\$146,200	\$146,200	-	-	-
	10	2	\$583,300	\$1,341,000	-	-	-	-	-	-	\$1,732,300	\$583,300	\$583,300
Total PM Transit Trips from HP Development Area					0	0	467	523	714	714	961	1342	1342
HP Generated Annual Cost					-	-	\$5,427,000	\$1,471,200	\$1,471,200	\$1,471,200	\$7,162,400	\$13,180,100	\$5,254,700
Annual Costs Based on Candlestick Point Development													
Improvement	Headway (min.)	Major Phase	Yearly O&M Costs (2017)	Capital Costs (2017)	2019	2020	2021	2022	2023	2024	2025	2026	2027
Begin Candlestick Point Express (CPX)	15	1	\$2,054,000	\$7,051,000	-	-	\$9,105,000	-	-	-	-	-	-
	10	1	\$3,080,900	\$10,576,000	-	-	-	\$6,605,900	\$3,080,900	\$3,080,900	\$3,080,900	\$3,080,900	\$3,080,900
Extend 29-Sunset	10	1	\$125,100	\$259,000	-	-	\$384,100	\$125,100	\$125,100	\$125,100	-	-	-
	5	1	\$1,152,000	\$2,845,000	-	-	-	-	-	-	\$3,738,000	\$1,152,000	\$1,152,000
Total PM Transit Trips from CP Development Area					0	48	371	1198	1198	1272	1272	1371	1398
CP Generated Annual Cost					-	-	\$9,489,100	\$6,731,000	\$3,206,000	\$3,206,000	\$6,818,900	\$4,232,900	\$4,232,900
Annual Costs Based on Total Development													
Improvement	Headway (min.)	Major Phase	Yearly O&M Costs (2017)	Capital Costs (2017)	2019	2020	2021	2022	2023	2024	2025	2026	2027
Begin/Extend 28R/BRT	8	2	\$4,520,100	\$6,840,000	-	-	-	-	-	-	\$11,360,100	\$4,520,100	\$4,520,100
	5	3	\$5,684,000	\$8,306,000	-	-	-	-	-	-	-	-	-
T-Third	6	2	-	-	-	\$10,505,450	\$1,385,450	\$1,385,450	\$1,385,450	\$1,385,450	-	-	-
	5	3	\$2,770,900	\$18,240,000	-	-	-	-	-	-	\$11,890,900	\$2,770,900	\$2,770,900
Total PM Transit Trips from HP/CP Development Area					0	48	838	1721	1912	1986	2233	2713	2740
Combined Development Costs					-	\$10,505,450	\$1,385,450	\$1,385,450	\$1,385,450	\$1,385,450	\$23,251,000	\$7,291,000	\$7,291,000
Total Operating & Maintenance Costs					-	\$1,385,450	\$5,035,750	\$6,062,650	\$6,062,650	\$6,062,650	\$14,318,500	\$16,778,600	\$16,778,600
Total Capital Costs					-	\$9,120,000	\$11,265,800	\$3,525,000	-	-	\$22,913,800	\$7,925,400	-

**Table 4B: Transit Phasing and Associated Cost by Year**

Annual Costs Based on Hunters Point Development												
Improvement	Headway (min.)	Major Phase	Yearly O&M Costs (2017)	Capital Costs (2017)	2028	2029	2030	2031	2032	2033	2034	2035
Begin Hunters Point Express (HPX)	20	1	\$886,300	3,218,800.00	-	-	-	-	-	-	-	-
	10	2	\$1,772,600	\$6,437,600	-	-	-	-	-	-	-	-
	6	3	\$2,954,200	\$10,729,000	\$2,954,200	\$2,954,200	\$2,954,200	\$2,954,200	\$2,954,200	\$2,954,200	\$2,954,200	\$2,954,200
Extend 23-Monterey	20	1	\$438,700	\$545,000	-	-	-	-	-	-	-	-
	15	2	\$438,700	-	-	-	-	-	-	-	-	-
Extend 24-Divisadero	10	3	\$1,717,200	\$3,634,000	\$1,717,200	\$1,717,200	\$1,717,200	\$1,717,200	\$1,717,200	\$1,717,200	\$1,717,200	\$1,717,200
Extend 48-Quintara	15	1	\$146,200	\$192,000	-	-	-	-	-	-	-	-
	10	2	\$583,300	\$1,341,000	\$583,300	\$583,300	\$583,300	\$583,300	\$583,300	\$583,300	\$583,300	\$583,300
Total PM Transit Trips from HP Development Area					1462	1484	1522	1522	1522	1522	1522	1522
HP Generated Annual Cost					\$13,180,100	\$5,254,700	\$5,254,700	\$5,254,700	\$5,254,700	\$5,254,700	\$5,254,700	\$5,254,700
Annual Costs Based on Candlestick Point Development												
Improvement	Headway (min.)	Major Phase	Yearly O&M Costs (2017)	Capital Costs (2017)	2028	2029	2030	2031	2032	2033	2034	2035
Begin Candlestick Point Express (CPX)	15	1	\$2,054,000	\$7,051,000	-	-	-	-	-	-	-	-
	10	1	\$3,080,900	\$10,576,000	\$3,080,900	\$3,080,900	\$3,080,900	\$3,080,900	\$3,080,900	\$3,080,900	\$3,080,900	\$3,080,900
Extend 29-Sunset	10	1	\$125,100	\$259,000	-	-	-	-	-	-	-	-
	5	1	\$1,152,000	\$2,845,000	\$1,152,000	\$1,152,000	\$1,152,000	\$1,152,000	\$1,152,000	\$1,152,000	\$1,152,000	\$1,152,000
Total PM Transit Trips from CP Development Area					1619	1823	1959	1959	1959	1959	1959	1959
CP Generated Annual Cost					\$4,232,900	\$4,232,900	\$4,232,900	\$4,232,900	\$4,232,900	\$4,232,900	\$4,232,900	\$4,232,900
Annual Costs Based on Total Development												
Improvement	Headway (min.)	Major Phase	Yearly O&M Costs (2017)	Capital Costs (2017)	2028	2029	2030	2031	2032	2033	2034	2035
Begin/Extend 28R/BRT	8	2	\$4,520,100	\$6,840,000	-	-	-	-	-	-	-	-
	5	3	\$5,684,000	\$8,306,000	\$7,150,000	\$5,684,000	\$5,684,000	\$5,684,000	\$5,684,000	\$5,684,000	\$5,684,000	\$5,684,000
T-Third	6	2	-	-	-	-	-	-	-	-	-	-
	5	3	\$2,770,900	\$18,240,000	\$2,770,900	\$2,770,900	\$2,770,900	\$2,770,900	\$2,770,900	\$2,770,900	\$2,770,900	\$2,770,900
Total PM Transit Trips from HP/CP Development Area					3081	3307	3481	3481	3481	3481	3481	3481
Combined Development Costs					\$9,920,900	\$8,454,900	\$8,454,900	\$8,454,900	\$8,454,900	\$8,454,900	\$8,454,900	\$8,454,900
Total Operating & Maintenance Costs					\$17,942,500	\$17,942,500	\$17,942,500	\$17,942,500	\$17,942,500	\$17,942,500	\$17,942,500	\$17,942,500
Total Capital Costs					\$1,466,000	-	-	-	-	-	-	-

Notes: Fiscal impact analysis assumes capital costs incurred over time and includes capital costs associated with mitigation measures.





## 4.1 CONCLUSION

As noted earlier, SFMTA service planning staff will retain the discretion to implement transit service at a time and type based on their best judgment over the course of buildout of the CP/HPS project and other development projects in the southeast portion of San Francisco. However, this analysis represents a reasonable forecast based on the information available at this time.



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# CHAPTER ONE: INTRODUCTION

The Candlestick Point – Hunters Point Shipyard (CP-HPS) Phase II Transportation Plan included a commitment to develop and implement a Transportation Demand Management (TDM) Program designed to reduce use of single-occupant vehicles and to increase the use of rideshare, transit, bicycle, and walk modes for trips to and from, as well as within, the Development Plan Area. The TDM Program was envisioned to highlight and support the demand management qualities of the overall Development Plan, including:

- Jobs-Housing linkage. By providing a range of job types (retail, research, hospitality, office, etc.) and a range of housing types from affordable apartments to single family homes, the Development Plan will maximize the potential jobs/housing “matches” on site. Each match reduces the number of vehicle trips that will enter/leave the Development Plan Area during peak hours.
- Streets designed for low speed and safe crossings. In addition to new residential and commercial buildings, the Development Plan will provide significant infrastructure, including streets. All new streets and intersection upgrades will consider the needs of pedestrians.
- Land uses and transit located to encourage walking. People walk more when destinations are within close proximity, along flat routes with easy street crossings, and through interesting areas with storefronts, street trees, street furniture and other pedestrian-oriented amenities. The Development Plan embraces these principles, with all homes located within a 15-minute walk of transit and neighborhood retail services integrated into residential blocks. Many existing neighborhoods will also benefit from their proximity to enhanced transit service, schools, retail locations, and jobs with the Development.

The TDM Program includes a menu of tools that, when employed, will make the most of the above design qualities of the Development Plan. This document further refines the tool menu and sets forth a funding and implementation plan for the TDM Program.

A detailed description of the TDM Plan is included in the Transportation Plan. The purpose of this appendix is to describe the implementation and funding mechanisms used to support the TDM Plan.





## CHAPTER TWO: IMPLEMENTATION STRATEGIES & FUNDING OVERVIEW

To move forward with the TDM Program outlined in the Transportation Plan, an implementation and funding plan is needed. This chapter summarizes the anticipated funding source and implementation lead for each TDM strategy to be provided inherently with the Development and through other sources. Subsequent chapters in this Plan will go into further detail for the funding and implementation of strategies that will not be inherent to the Development and/or will require on-going maintenance and monitoring to ensure their effectiveness.

Strategies to be implemented and funded with the Development include: transit infrastructure and operations, parking strategies, pedestrian infrastructure, and a majority of the bicycle improvement strategies, as shown in **Table 2-1**.

Of the strategies listed in **Table 2-1**, those requiring TDM funds as their funding source will be discussed in detail in Chapter 3. TDM support strategies for residents are typically implemented or supported by the On-Site Transportation Coordinator (TC) with TDM funds (paid by all residents and employers). Employee TDM strategies will be funded by the employers but the TC will provide the employer with support in implementing the programs. The TC will also implement and fund monitoring strategies with TDM funds.

The transit and parking revenues associated with the above strategies have been calculated separately and are not addressed in this Plan as they are largely meant to offset costs incurred by SFMTA of operating increased transit service to the site. The EcoPass transit pass will also help to subsidize the cost of enhancing transit service to the Project area. All residents will be required to purchase an EcoPass, and employers will be encouraged to participate as well.

Table 2-1: TDM Strategies - Implementation and Funding

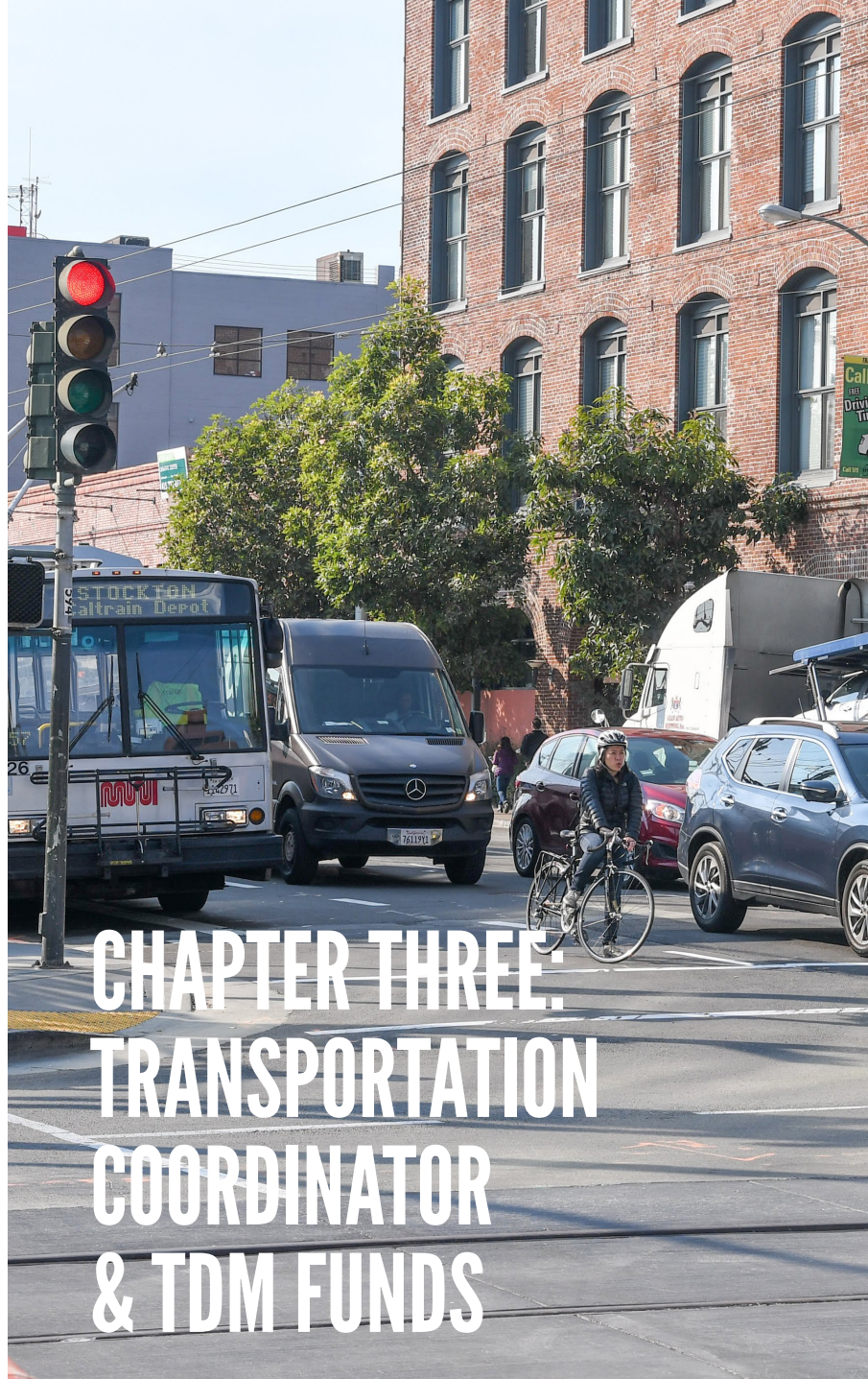
Implementation Strategy	Implementation Source	Funding Source
Overall		
Jobs-Housing Linkage	Project Development	
Streets designed for low speed and safe crossings	Project Development	
Land uses and transit located to encourage walking	Project Development	
Transit Strategies		
Central Transit Hub and Ferry Terminal	Project Development	
Enhanced Transit Service	SFMTA	Resident and Employee EcoPass (subsidy), Project Development
Transit Preferential Street (Palou Avenue)	Project Development	
BRT, Bicycle, Pedestrian Bridge over Yosemite Slough	Project Development	
Bicycle Improvement Strategies		
Enhanced Bicycle Facilities	Project Development	
Bicycle racks, indoor/long-term parking, lockers, and showers	Project Development	
Bicycle Station (attended parking, repair facilities)	Transportation Coordinator and Bicycle Station staff	Project Development and TDM funds (subsidy) <sup>1</sup>
Bicycle Sharing Kiosks	Bicycle Sharing Company	
TDM Support Strategies		
Employee TDM Programs		
Information boards/kiosks, marketing of alternative travel options, special event planning	Transportation Coordinator and Employer	Employers
Commute subsidies, parking cash-out, commuter checks, Ecopass	Transportation Coordinator and Employer	Employers
Carpool/Vanpools	Transportation Coordinator and Employer	Employers
Guaranteed Ride Home Program	Transportation Coordinator and Employer	City of San Francisco and Employers
Compressed work week, flex time, telecommuting options	Employer	

All Other TDM Support Strategies		
Wayfinding	Project Development	
Ecopass	Transportation Coordinator	Residents and Employers
High-speed wireless internet	Project Development	
Carshare Services	Carshare company	
Carpool pick-up points	Transportation Coordinator	Project Development
Off-Peak Commercial Deliveries	Transportation Coordinator	Project Development
Parking		
Unbundled Residential Parking	Project Development	
Visitor Variable, Market Rate Parking Pricing	Transportation Coordinator, SFMTA, Project Development, and Private Parking Operator	Project Development
Parking Maximum Ratio	Project Development	
Shared parking	Project Development	
Preferential parking spaces reserved for carpoolers in commercial zone and near transit centers	Project Development	TDM funds (subsidy)
Free designated spaces in parking facilities to vanpools; Free short-term parking spaces in commercial zones reserved for carshare parking	Project Development	TDM funds (subsidy)
Carshare vehicles hubs	Carshare company	TDM funds (subsidy)
Ongoing Implementation and Monitoring		
On-Site Transportation Coordinator		
Salary and Rent	--	TDM funds
Transportation Website	Transportation Coordinator	TDM funds
Marketing of TDM Programs	Transportation Coordinator	TDM funds
Monitoring of Transportation Demand	Transportation Coordinator	TDM funds
Monitoring Effectiveness of Congestion Reducing/Traffic Calming	Transportation Coordinator	TDM funds

Notes:

- 1 Project development will fund the capital costs of the bike station. TDM funds will subsidize rent and provide a partial operating subsidy. The bicycle shop operating the station will provide the remaining operating costs for staffing and running the station and the Candlestick Point bicycle kiosk.





## CHAPTER THREE: TRANSPORTATION COORDINATOR & TDM FUNDS

This chapter discusses the role of the Transportation Coordinator (TC), the associated logistics and organization of the TC's office, the estimated costs of all strategies requiring TDM funds, and proposed funding sources to cover these strategies.

### 3.1 IMPLEMENTATION

#### Roles

The role of the Transportation Coordinator is extensive, as shown by all the strategies with a "TC" label under the Implementation Source column in **Table 2-1**. At full build-out, the Development may require at least one and up to three full-time positions to implement the TDM strategies. This estimate is based on other TDM plans in the San Francisco Bay Area (see Appendix B for detail). For three full-time positions, the roles would be: one Transportation Liaison in charge of working with other entities; one Technical Coordinator managing website, car/vanpool database, rideshare; and one Marketing Coordinator managing TDM marketing to residents and employers (hereafter known as the TC team). The Transportation Liaison will be the bridge between residents and employers and the transportation agencies and the City of San Francisco. The Liaison will also be working with carshare companies, homeowners associations, and other entities involved with the relevant TDM strategies. The Marketing Coordinator will be the contact person and informational resource to support the project goal of providing residents and employees with alternatives to using a single-occupancy vehicle. Implementation and support of all Transportation Coordinator related TDM strategies will be covered by one of the three positions.

## Logistics

The TDM office will house the TC team and will be located next to the bike station at the project transit center. The location is appropriate as the TDM office and bike station will have the option to be within a shared space, since rent for both are supported through the TDM funds. The TDM office will be the location where residents can pick up EcoPasses (if lost, etc.) and obtain general TDM support.

## Organization

The TC team will act as staff to the Candlestick Point-Hunters Point Shipyard Transportation Management Association (CPHPSTMA). CPHPSTMA will be formed to develop, implement, operate and administer strategies and programs to manage transportation resources in Candlestick Point-Hunters Point Shipyard (including Phase I and Phase II) in accordance with the Transportation Demand Management Plan for Candlestick Point – Hunters Point Shipyard. The Articles of Incorporation for the Candlestick Point – Hunters Point Shipyard TMA were filed with the State of California on July 18, 2016. Therein, the activities, property, and affairs of the Corporation are dictated to be spelled out by the Board of Directors, the number of which will be dictated by the filed bylaws. The bylaws establish the entity as a non-profit established to further the goals of the approved TDM Program, namely, to reduce traffic congestion, reduce air pollution, reduce commuting costs, generate public/private measures to solve transportation problems, and create a central information service for ridesharing, public transportation, and other transportation related subjects. The Board of Directors of CPHPSTMA representing private property owners will be initially appointed by FivePoint. The Board of Directors is assigned to include three (3) groups, each of whom will get to appoint their representative for a one (1) year term: CP Development Company, LP, the Commercial Property Owners, and the Residential Property Owners. CPHPSTMA will enter into Participation Agreements with each and every owner of real property in CP-HPS Phase I and Phase II, setting forth the rights and obligations of each such owner relating to the programs and fees imposed by CPHPSTMA.

## Monitoring

The TDM programs will be monitored by the TC team on an annual basis to determine the success of the programs and to allow the TC team and the CPHPSTMA Board of Directors to make decisions about the allocation of resources and/or changes in the services that may be needed.

## 3.2 COSTS AND FUNDING

The costs for each TDM strategy supported by TDM funds are estimated in **Table 3-1**. See Appendix B for detailed assumptions and calculations of TDM strategies costs.

Implementation of the above strategies costs an estimated total of \$1,882,219 annually. An annual TDM fee for all residents and employees in the Plan Area including an additional 1,600 homes in Hunters Point Shipyard Phase I, will cover the annual costs. The fee will be assessed as an add-on to the mandatory EcoPass (transit pass) fee discussed in Chapters 2. The project is expected to have a residential population of 24,866, with 10,672 housing units, and 16,155 employees at full build-out. This population would be in addition to a residential population of 3,328 in 1,428 housing units associated with Phase I, for a total residential population of 28,193. Based on these estimates, an annual TDM fee of \$135.19 per household<sup>2</sup> (assessed through rents or HOA dues) and \$58.02 per employee (incorporated into employer leases) will be able to cover the costs of implementing these TDM strategies. This fee will increase over time as the operating costs increase with inflation and/or with any significant changes in the TDM tool menu.

<sup>2</sup> This amount does not include the cost of an EcoPass transit pass, but the two costs would likely be combined into one monthly assessment.



**Table 3-1: TDM Strategies Costs**

Implementation Strategy	Funding Source	Annual Operating Cost
<b>Bicycle Improvement Strategies</b>		
Bicycle station (attended parking, repair facilities)	Project Development and TDM funds	\$240,000 <sup>1</sup>
<b>Parking</b>		
Preferential parking spaces reserved for carpoolers in commercial zone and near transit	TDM funds	Assume carpool spaces pay same parking rate
Free designated spaces in parking facilities to vanpools; free short-term parking spaces in commercial zones reserved for carshare parking	TDM funds	\$602,875 <sup>2</sup>
Carshare vehicles hubs	TDM funds	\$384,344 <sup>2</sup>
<b>Parking</b>		
<b>On-Site Transportation Coordinator</b>		
Salary	TDM funds	\$510,000.00
Rent	TDM funds	\$60,000
Transportation Website	TDM funds	\$10,000
Administrative costs, expenses, printing, etc.	TDM funds	\$60,000
Tech consulting	TDM funds	\$15,000
Marking of TDM Programs	TDM funds	Assume included in Transportation Coordinator's salary and administrative costs
Monitoring of Transportation Demand	TDM funds	Assume included in Transportation Coordinator's salary and administrative costs
Monitoring Effectiveness of Congestion Reducing / Traffic Calming	TDM funds	Assume included in Transportation Coordinator's salary and administrative costs
<b>Total</b>		<b>\$1,882,219</b>

Notes:

- 1 This cost estimate is only from TDM funds and represents a rent and partial operating subsidy for the Bicycle Station.
- 2 Amount of lost revenue assuming the parking spaces were used for marking-rate parking.

**Table 3-2: TDM Strategies Funding**

Funding Strategy	Applicable To	Price
Annual TDM Fee	All households within the Project site <sup>2</sup>	\$135.19
	All employees within the Project site	\$58.02
Monthly TDM Fee <sup>1</sup>	All households within the Project site <sup>2</sup>	\$11.27
	All employees within the Project site	\$4.84

Notes:

- 1 Assumes 50 percent of employees participate.
- 2 BMR unit households at or below 60% of AMI will not be assessed the TDM fee and will not be required to purchase EcoPass.

# APPENDIX A: TDM FIGURES DETAIL

Figures 16 and 17 of the Plan were meant to illustrate the various TDM strategies at CPHPS. They do not represent exact locations or counts of

the strategies. Please see the table below for detailed assumptions for mapping out these strategies.

Table A-1: Assumptions for TDM Figures	
Strategy Detail (from Transportation Plan)	Notes for Figures
Showers and locker facilities will be provided within each new commercial building with greater than 20,000 square feet of uses	Placed a showers/lockers symbol at every block which had office/commercial/retail use (from BWP Transportation Study document)
Bike sharing program will be considered where bike kiosks are set up at intervals along major corridors and riders can pick up and drop off bicycle in seconds	Assumed there would be two kiosks serving the project site. One would be located at the transit center in HP near the bicycle station. This will allow for assistance from station employees to bike riders and would be the location for bike riders to buy or refill bike cards. Another kiosk would be located near the BRT stop in the commercial center of CP. This kiosk would be a self-service station.
Bicycle parking will be provided within each commercial parking facility, residential garage or within each residential building. Supplemental racks at major destinations	Placed a bike parking symbol on every block of project site that had commercial parking, or residential or was a major destination (from BWP Transportation Study document)
A designated signed area near the transit centers would be reserved for casual carpooling.	Assumed there would be one carpool point at CP (near the BRT stop in the commercial center) and one at HP near the transit center
Free designated spaces in parking facilities to vanpools; Free short-term parking spaces in commercial zones reserved for carshare parking; Preferential parking spaces reserved for carpoolers in commercial zone and near transit centers	Placed a symbol at every block with commercial/office parking facilities or on a commercial block.

# APPENDIX B: TDM STRATEGIES COSTS CALCULATIONS

**Table B-1:** TDM Strategies Cost Detail

Implementation Strategies	Annual Operating Costs	Operating Cost Assumptions	Assumption Sources
Bicycle Improvement Strategies			
Bicycle Station (attended parking, repair facilities)	\$240,000	Estimate of annual operating expenses (not including personnel) based on Downtown Berkeley BART bike station.	Downtown Berkeley BART Bikestation - Economic Analysis for Facility Expansion; September 2005; Strategic Economics. Costs updated to reflect 2017 value based on CPI.
Parking			
Preferential parking spaces reserved for carpoolers in commercial zone and near transit centers	n/a	Assume capital costs, such as signage, would be included in the garage cost; assume no enforcement costs if employed with attended parking; assume carpool spaces pay same parking rate	
Free designated spaces in parking facilities to vanpools; Free short-term parking spaces in commercial zones reserved for carshare parking	\$602,875	Lost parking revenue. 1% of parking dedicated to vanpool and carshare. Assume \$25/day, 5 days/week, 50 weeks/year.	Per transportation plan (proposed parking supply figure), 9,646 commercial structure parking.
Carshare vehicles hubs	\$384,344	Lost parking revenue. 1 carshare vehicle for every 200 dwelling units (61 total spaces). Assume \$25/day, 5 days/week, 50 weeks/year.	SF Planning code requires 1 carshare space for 201+ units, plus 1 for every 200 dwelling units over 200. ( <a href="http://sf-planning.org/car-share-requirements-and-guidelines">http://sf-planning.org/car-share-requirements-and-guidelines</a> ). 12,100 dwelling units proposed at build out (includes HPS Phase 1).

# APPENDIX B: TDM STRATEGIES COSTS CALCULATIONS CONTINUED

**Table B-1:** TDM Strategies Cost Detail

Implementation Strategies	Annual Operating Costs	Operating Cost Assumptions	Assumption Sources
Ongoing Implementation and Monitoring			
On-Site Transportation Coordinator (TC)			
Salary	\$510,000	3 staff with salary of \$85,000 (x2 for benefits)	Assuming one Transportation Liaison in charge of working with other entities; one Technical Coordinator managing website, car/vanpool database, rideshare; one Marketing Coordinator managing TDM marketing to residents and employers.
Rent	\$60,000	Conservative estimate of 4 staff for this calculation.	Rent estimate from typical craigslist office lease postings for a four-person office (for SOMA/south beach area approximately \$5,000 a month).
Transportation Website	\$10,000	"Assume administrative costs included in TC's salary. Calculation includes start up costs and yearly maintenance."	
Ridesharing and Ridematching, Carpool and Vanpool Database	N/A	Assume administrative costs included in TC's salary. Calculation includes start up costs and yearly maintenance.	*Nelson\Nygaard. "RideNow! Evaluation Draft Report." Alameda County Congestion Management Agency. September 2006. Retrieved September 2008 from <a href="http://www.ridenow.org/4113_ACCMADynamicRidesharing.pdf">http://www.ridenow.org/4113_ACCMADynamicRidesharing.pdf</a>

# APPENDIX B: TDM STRATEGIES COSTS CALCULATIONS CONTINUED

**Table B-1:** TDM Strategies Cost Detail

Implementation Strategies	Annual Operating Costs	Operating Cost Assumptions	Assumption Sources
Administrative costs, expenses, printing, materials, etc.	\$60,000	Costs include marketing expenses, flyers, brochures. Total population of 43,000 at project site. Flyers for all residents and employees at \$1/flyer. Additional costs for brochures and events.	Project estimates residential population of 28,193 and 16,155 employees at buildout (includes Hunters Point Shipyard Phase 1).
Tech consulting	\$15,000	Assume periodic tech support needed throughout the year	
Marketing of TDM programs	N/A	Assume admin included in TC's salary and administrative costs	
Monitoring of Transportation Demand	N/A	Assume admin included in TC's salary and administrative costs	
Monitoring Effectiveness of Congestion-Reducing/Traffic Calming	N/A	Assume admin included in TC's salary and administrative costs	







BOARD of SUPERVISORS




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## MEMORANDUM

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Date: May 16, 2018  
To: Members, Board of Supervisors  
From:  Angela Calvillo, Clerk of the Board  
Subject: Candlestick/Hunters Point Shipyard Phase 2 Project Amendments.

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On May 15, 2018 the Office of the Clerk of the Board received the Successor Agency Commission's conditionally approved amendments to the Candlestick Point/Hunters Point Shipyard Phase 2 Project from their April 17, 2018 meeting.

Pursuant to the Interagency Cooperation Agreement (ICA) Section 11.2(c), between the City and the Office of Community Investment and Infrastructure which the Board of Supervisors (Board) Finally Passed on August 3, 2010 by Ordinance No. 210.10, the proposed amendments shall be deemed approved by the Board, unless the Board takes action by resolution to reject the proposed amendment within 60 days (July 14, 2018) following the date that the proposed amendment is submitted to the Clerk of the Board.

If you would like to hold a hearing on this matter, please let me know in writing by 5:00pm, Friday, June 1, 2018.

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Friday, May 18, 2018 6:08 PM  
**To:** BOS-Supervisors  
**Subject:** FW: Housing crisis, bag fee, vacant retail stores

**From:** Terry C [mailto:focusgrow@gmail.com]  
**Sent:** Friday, May 18, 2018 8:51 AM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Cc:** Jim Lazarus <jlazarus@sfchamber.com>; Alexander Mitra <amitra@sfchamber.com>; SF Chamber <sfchamber@sfchamber.com>  
**Subject:** Housing crisis, bag fee, vacant retail stores

Dear Supervisors,

Our housing crisis is a self-made pressure cooker. The pressure been built up for years due to rent-control and the lengthy and costly permitting process. The city government is responsible.

No vocal minority should be allowed to block a development for years. There need ENOUGH (30+?) people *affected* to delay a project for a reasonable amount of time. *We need to fix this loophole.*

The lengthy, costly permitting process make the development so costly. The COST of a unit built is \$700,000. Of course, the developer can only sell them for more. So it is only feasible to build "luxury" condos. We now have many new, luxury condos unsold. Again, the fault of the city.

Many small Chinese property owners worked 2-3 jobs and saved every dimes possible and scrubbed together some money to buy houses. To help pay for the mortgages, they rent out room(s) in the house. Some want to walk away from their houses for they could not afford \$7000 legal fee or \$40,000+ eviction costs on evicting bad tenants. Many learned from the lessons and are too fearful to rent out the extra rooms which can house students, teachers. The one-sided, onerous tenants' laws exacerbate our housing crisis. Don't believe me? Ask Ellen Lee Zhou, the mayoral candidate who is a social worker who have worked with cases like this.

+++

The stupid bag fee imposed on ALL retailers KILLED retailers. The city is not collecting enough Gross Receipt Tax? Surprise? You?

There are 2 kinds of shoppings: necessities-shopping and discretionary-shopping. Nobody begrunt having to bring bags to bag their groceries away. They are necessities. Nothing fancy. Just pack and go. But, discretionary is for – pleasure. I absolutely WILL NOT intentionally bring bags to shop at Macys or Nordstrom. That take all the fun away! If the merchants will not wrap my purchase nicely --probably the *only act of customer service* performed, why should I open my wallet? If it is not pleasurable anymore, why bother to go? Only the all too zealous supervisors and *phony* "environmentalist" and the "eco-consultants" could not see.

In this KQED California report here: (<https://www.kqed.org/news/11461251>):

"Eben Schwartz, from the Coastal Commission, said plastic bags were about 9 percent of what they picked up on San Francisco beaches before the local bans went into effect — and are about 6 percent of trash they pick up now." – We

are talking about less than 10% of the marine debris! With that, the city KILLS the retailers. And now, you are moving onto - straws? Nobody should be allowed to eat and drink, and pee and poop. That will help.

Now, Supervisors Breed and Kim want to punish the *property owners* for “not trying hard enough to keep the businesses or get them rented?” Give me a break. That is being robbed twice by the – city government. (Same thing you did with graffiti – the property owners being robbed twice.)

*Nobody should be allowed to write laws, until they have interned a month or more learning how to run a business.*

Money does not rain down from the sky. Many business owners are the first to go to work, and the last to leave their shops. Many struggle to pay their employees first, and pay themselves last. Do you know?

Progressive is REGRESSIVE. It is a good word so misused and it is a shame. Only the weaks and broken want cities, states’ welfare. Only they want handouts. Any strong, aspiring people want to help themselves first, so that they can breathe free.

Sincerely,

Terry Chong

Jill Eileen (BOS)

**From:** Calvillo, Angela (BOS)  
**Sent:** Friday, May 18, 2018 3:12 PM  
**To:** Mchugh, Eileen (BOS); Carroll, John (BOS)  
**Subject:** FW: Rename Julius Kahn Playground- Letters and Materials in Support  
**Attachments:** Submission re Resolution to Rename Julius Kahn Playground.pdf

---

**From:** Quock, Lindsey (Perkins Coie) [mailto:LQuock@perkinscoie.com]  
**Sent:** Friday, May 18, 2018 1:33 PM  
**To:** Sheehy, Jeff (BOS) <jeff.sheehy@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Breed, London (BOS) <london.breed@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Kim, Jane (BOS) <jane.kim@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Tang, Katy (BOS) <katy.tang@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>  
**Cc:** Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>; Carroll, John (BOS) <john.carroll@sfgov.org>; Ginsburg, Phil (REC) <phil.ginsburg@sfgov.org>; McArthur, Margaret (REC) <margaret.mcarthur@sfgov.org>; Low, Allan E. (Perkins Coie) <ALow@perkinscoie.com>; Zhang, Linda (Perkins Coie) <LZhang@perkinscoie.com>; Chang, Kathy (Perkins Coie) <KChang@perkinscoie.com>  
**Subject:** Rename Julius Kahn Playground- Letters and Materials in Support

Dear Members of the San Francisco Board of Supervisors,

Attached, please find letters from dozens of community organizations and leaders and some informational materials in support of the renaming of Julius Kahn Playground (File No. 180394). We look forward to the Public Safety and Neighborhood Services Committee's hearing on the matter next week.

We are available to address any questions or concerns.

Thank you for your attention and review,

Allan Low, Lindsey Quock and Linda Zhang,  
on behalf of the Chinese Historical Society of America and Chinese for Affirmative Action

cc: Angela Calvillo, Clerk of the Board  
John Carroll, Assistant Clerk for the Public Safety & Neighborhood Services Committee  
Phil Ginsburg, General Manager of the Recreation & Parks Department  
Margaret McArthur, Recreation & Parks Commission Liaison

**Lindsey Quock | Perkins Coie LLP**  
ASSOCIATE  
[LQuock@perkinscoie.com](mailto:LQuock@perkinscoie.com)

**Submission in Support of Renaming Julius Kahn Playground**  
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**III. Supporting Letters and Joinders**

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- 1. Angel Island Immigration Station Foundation
- 2. API Council
- 3. Asian American Bar Association
- 4. Asian Law Caucus
- 5. California-Asian Pacific American Bar Association
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- 7. Chinese Chamber of Commerce
- 8. Chinese Consolidated Benevolent Association
- 9. Chinese Culture Foundation of San Francisco
- 10. Comfort Women Justice Coalition
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- 12. Edwin Lee Asian Pacific Democratic Club
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- 21. Presidio Heights Association of Neighbors (Non-Opposition)
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- 24. San Francisco Interfaith Council
- 25. Self-Help for the Elderly
- 26. South Asian Bar Association- Northern California
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- 2. Assemblymember David Chiu
- 3. Gordon Chin
- 4. Rodney Fong
- 5. Richard Hashimoto
- 6. Grace Horikiri
- 7. Dale Minami
- 8. Sandy Mori
- 9. Steve Nakajo



**CHINESE  
HISTORICAL  
SOCIETY of  
AMERICA**

BOARD OF  
DIRECTORS

April 3, 2018

Supervisor Sandra Lee Fewer  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Supervisor Catherine Stefani  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Supervisor Norman Yee  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Supervisor Fewer, Supervisor Stefani, and Supervisor Yee:

The Chinese Historical Society of America supports a resolution of the Board of Supervisors directing the Recreation and Park Commission to remove Julius Kahn's name from Julius Kahn Playground. Founded in 1963, the Chinese Historical Society of America is the oldest organization in the United States dedicated to the interpretation, promotion, and preservation of the social, cultural and political history and contributions of the Chinese in America.

As you may already be aware, Julius Kahn was a congressman from San Francisco during the early twentieth century. The playground in the Presidio was named after him in 1926 because he played a prominent role in the playground's creation.

However, Julius Kahn is also known for his relentless efforts to exclude Asians from the United States.

Julius Kahn's most significant contribution was his leadership in making permanent the Chinese Exclusion Act. The Chinese Exclusion Act, originally enacted in 1882, renewed in 1892 and made permanent in 1902, excluded Chinese laborers from U.S. entry. It also required Chinese people who were already in the United States to obtain certifications to re-enter the U.S. if they left, making it difficult and risky for Chinese in America to travel back to China to see their families. Moreover, the Act prohibited state and federal courts from granting Chinese persons citizenship, and required that each Chinese resident register and obtain a certificate of residence or

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else face deportation. This Act had a dehumanizing effect on Chinese in America and tore Chinese families apart.

It was Congressman Kahn who, in 1902, introduced House Bill 13031, originally dubbed “the Kahn bill,” which made permanent the Chinese Exclusion Act. He declared on the House floor that Chinese people were “morally the most debased people on the face of the earth,” that they “resorted . . . to trickery and duplicity to circumvent our laws,” and complained that “their daily intercourse with the Caucasian has not materially changed their customs or habits.” He also asserted that “gambling and sensuality are the great vices of the Chinese . . . while murderous assaults, robberies, kidnapping, and blackmail are a frequent occurrence”—rhetoric that reminds us of the anti-immigrant sentiment that we still hear today. The Act passed swiftly through the House and became law later that year.

Beyond Chinese exclusion, Julius Kahn pursued efforts to exclude other Asians from entry into the United States. In a 1906, just months before the United States and Japan entered into the 1907 Gentlemen’s Agreement (which effectively barred Japanese laborers from entering the U.S.), Congressman Kahn campaigned against Japanese immigration and naturalization, questioning the ability of Japanese persons in the U.S. to be loyal citizens. In a speech to a men’s organization in New York, he stated, “[W]e want the Japanese coolie kept out of our State. . . . people of the Pacific Coast . . . do not want our naturalization law extended to the Japanese. . . . he will always remain loyal to the Mikado, and that the oath of naturalization would be to him but a hollow mockery, an empty formality, signifying nothing.”

In 1910, Congressman Kahn sent a letter to the Commissioner General of Immigration, Daniel Keefe, to argue against immigration of people from India. He wrote, “It must be remembered . . . that they come from a tropical country and from what I hear they cannot stand the rigors of a northern climate and on that account are bound to become burdens upon the communities to which they go.”

On the House floor in 1902, Kahn also expressed disdain toward Filipinos: “Those of mixed [Chinese and Filipino] blood are many times more numerous, and it has invariably been asserted that these latter are a much more dangerous element, because they combine in themselves nearly all the vices of the Chinese and the Malays, with practically none of the virtues of either race.”

Julius Kahn was a vocal and effective advocate for racist policies. San Francisco cannot change its history, and we certainly will not forget it, but we can change whose legacy our City honors. Our parks, which are a space for everyone in our diverse community, should not honor or bear the name of a man who promoted hatred and exclusion.

We respectfully request that you introduce a resolution to the Board of Supervisors directing the Recreation and Park Commission to remove Julius Kahn’s name from the playground.

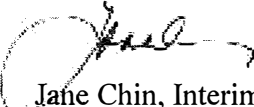
Supervisor Fewer  
Supervisor Stefani  
Supervisor Yee  
Julius Kahn Park  
Page 3 of 3

According to its policies, the Commission may change the name of any existing recreation and park facility if "there are the most extraordinary circumstances of City or National interest . . ." (S.F. Rec. and Park Comm'n, Res. No. 12470, adopted May 14, 1981) The exclusion of Chinese and other Asians from the United States is a shameful and extraordinary part of our nation's history. Given similar, imminent threats to immigrants today against which the City and County of San Francisco has already taken a stand, it is important that the City remove the name of a man who represents hateful, racist, anti-immigrant policies from this popular playground in our community.

Please find enclosed for your reference some additional information we have put together regarding Julius Kahn and Asian exclusion. We would be happy to discuss this matter with you further.

Very Truly Yours,

CHINESE HISTORICAL SOCIETY OF AMERICA

By  Jane Chin, Interim Executive Director

Enclosure

cc: Hoyt Zia  
Chinese Historical Society of America

Phil Ginsburg  
General Manager  
Recreation and Park Department

President Mark Buell  
Secretary Margaret McArthur  
Recreation and Park Commission



April 3, 2018

Supervisor Sandra Lee Fewer  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Supervisor Catherine Stefani  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Supervisor Norman Yee  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Supervisor Fewer, Supervisor Stefani, and Supervisor Yee

On behalf of Chinese for Affirmative Action, we are writing to support a resolution of the Board of Supervisors directing the Recreation and Park Commission to remove Julius Kahn's name from Julius Kahn Playground. Founded in 1969, Chinese for Affirmative Action has been a leader in protecting civil rights and building alliances that strengthen the social justice movement.

We fully support our fellow community organization the Chinese Historical Society of America on the request to rename Julius Kahn Park. As outlined in the letter to you, dated April 3, 2018, from Interim Executive Director Jane Chin of the Chinese Historical Society of America, Congressman Julius Kahn actively campaigned to make the Chinese Exclusion Act permanent and was instrumental in enacting the first laws that specifically targeted one minority group from entering and becoming citizens of the United States.

All San Franciscans should enjoy our parks and have access to our facilities regardless of the color of their skin or how they got to San Francisco. Our parks should not honor or bear the name of a man who promoted xenophobic rhetoric and sought to eliminate an entire racial group.

All immigrants share a common goal to seek a better opportunity for themselves and all contribute to the success of our communities. Decedents of those Congressman Kahn sought to exclude became leading members of our communities, some even becoming members of the Board of Supervisors.

Supervisor Fewer  
Supervisor Stefani  
Supervisor Yee  
Julius Kahn Park  
Page 2 of 2

The lesson learned of the Chinese Exclusion Act and the Alien Exclusion Act is that hate is not the answer. We all can learn from San Francisco's unfortunate past that exclusion of one minority group does not work and we as a city and as a country should not repeat history.

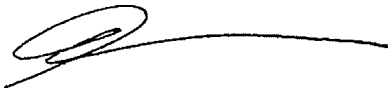
We join the Chinese Historical Society of America and also respectfully request that you introduce a resolution to the Board of Supervisors directing the Recreation and Park Commission to remove Julius Kahn's name from the playground.

Sincerely,

CHINESE FOR AFFIRMATIVE ACTION



By Vincent Pan, Co-Executive Director



By Cynthia Choi, Co-Executive Director

cc: Phil Ginsburg  
General Manager  
Recreation and Park Department

President Mark Buell  
Secretary Margaret McArthur  
Recreation and Park Commission

# RENAME JULIUS KAHN PARK



## Introduction

Julius Kahn Playground is a San Francisco Recreation and Park playground on W. Pacific Avenue nestled between the Presidio and the City's Presidio Heights neighborhood. The park consists of a baseball diamond, clubhouse, children's playground, basketball court, and tennis courts. The children's playground was renovated through a generous donation by The Helen Diller Foundation and is a popular destination for children and families.<sup>1</sup>





### ***Who was Julius Kahn?***

Julius Kahn was an actor-turned-lawyer who represented San Francisco in the House of Representatives from 1899 to 1903 and from 1905 to 1924. Congressman Kahn was an influential figure of his time, known “for his fervid patriotism and his advocacy of military preparedness,” and is considered the father of the selective service.<sup>2</sup> He played a prominent role in the creation of the park that has been named in his honor.<sup>3</sup>

Julius Kahn is also known for his advocacy for and leadership in the permanent extension of the Chinese Exclusion Act. In 1902, he drafted and introduced H.R. 13031, dubbed “the Kahn bill,”<sup>4</sup> which gained quick passage through the House of Representatives before moving on to the Senate for approval.<sup>5</sup>

### ***Julius Kahn and Chinese Exclusion***

The Chinese Exclusion Act, originally signed into law on May 6, 1882, excluded Chinese laborers from entering the United States under the purported fear that they “endanger[ed] the good order of certain localities.”<sup>6</sup> This was the first time in U.S. history that the country barred entry of a specific ethnic group.<sup>7</sup> The Exclusion Act also required Chinese people who were already in the United States to obtain certifications to re-enter the U.S. if they left, making it difficult and risky for Chinese in America to travel back to China to see their families.<sup>8</sup> Moreover, the Act prohibited state and federal courts from granting Chinese persons citizenship.<sup>9</sup> The Chinese Exclusion Act was initially meant to last for ten years, but it was renewed by the Geary Act in 1892 for another ten. The extension further required that each Chinese resident register and obtain a certificate of residence, or else face deportation.<sup>10</sup>

When the Act was again set to expire in 1902, Julius Kahn led the effort to make the Act permanent. Upon the bill’s introduction in the U.S. House of Representatives, Kahn explained to

his fellow congressmen that laws against Chinese immigrants needed to be more restrictive because of the deceitful nature of Chinese immigrants:

It has been maintained that the attitude of our Government is exceedingly severe in the matter of Chinese exclusion; that our laws have been becoming more and more stringent and drastic; but I submit **if the Chinese people themselves would deal honestly with us, and if they resorted less to trickery and duplicity to circumvent our laws, then there would be no need of closing up all possible loopholes in the law with the seemingly severely restrictive measures that the Chinese themselves make necessary.** (emphasis added)<sup>11</sup>

In his remarks to Congress, he also quoted the writings of Bayard Taylor in the book, "A visit to India, China and Japan," which described Chinese people as having poor character:

It is my deliberate opinion that the **Chinese are morally the most debased people on the face of the earth.** Forms of vice which in other countries are barely named are in China so common they excite no comment among the natives. They constitute the surface level, and below them there are depths of depravity so shocking and horrible that their character cannot even be hinted. (emphasis added)<sup>12</sup>

Kahn also lamented about the inability of Chinese in America to assimilate:

For nearly fifty years the Chinese have lived in this country. **Their daily intercourse with the Caucasian has not materially changed their customs or habits.** Mr. Taylor's description of conditions in China is undoubtedly equally applicable to any Chinese community in our country. (emphasis added)<sup>13</sup>

Congressman Kahn played into people's fears by portraying the Chinese in San Francisco's Chinatown as dangerous criminals—rhetoric that is similar to the anti-immigrant sentiment that we still hear today:

It is true that **gambling and sensuality are the great vices of the Chinese,** the latter taking unnatural forms with terrible frequency. . . . But they do not confine themselves to petty offenses exclusively. As I have already shown, **murder is not an uncommon thing among them, while murderous assaults, robberies, kidnapping, and blackmail are a frequent occurrence.** . . . That gives you a fair idea of their peaceableness. (emphasis added)<sup>14</sup>

### *Julius Kahn and the Exclusion of Other Asians*

Beyond Chinese exclusion, Julius Kahn pursued efforts to exclude other Asians from entry into the U.S. During a speech to a men's organization in 1906, Kahn expressed California's hostility toward the Japanese and argued for their exclusion, just months before the United States and Japan entered into the Gentlemen's Agreement which effectively prevented Japanese laborers from entering the U.S.:

"And now we are threatened with another Oriental invasion. Since the great disaster that overwhelmed the City of San Francisco last April 1,000 Japanese laborers have been passing through the Golden Gate ever month, and I do think that I am not stating the facts too strongly when I say that **the people of California regard these Japanese coolies with greater abhorrence- aye, even with greater fear- than they did the coolies from China. We feel that the former have all the vices of the Chinese, with none of their virtues.** The Chinaman lives up to the letter of his obligation, while the Japanese never hesitates to break that obligation if it suits his purpose. . . . We are peaceable, law-abiding citizens, but **we want the Japanese coolie kept out of our State.** . . . We will never permit our young children to be thrown into close contact with adult Japanese . . . I am positive that **I voice the unanimous sentiment of people of the Pacific Coast when I say that they do not want our naturalization law extended to the Japanese. The people of the Pacific Coast feel satisfied that he will always remain loyal to the Mikado, and that the oath of naturalization would be to him but a hollow mockery, an empty formality, signifying nothing.** We do not want that kind of citizenship, and we do not intend to have it if we can prevent it. (emphasis added)<sup>15</sup>

Kahn also pushed for the exclusion of Asian Indians who, among many other Asians, would soon be excluded from the U.S. by Congress through the Immigration Act of 1917, also known as the "Asiatic Barred Zone Act." In 1910, Congressman Kahn sent a letter to the Commissioner General of Immigration, Daniel Keefe, asserting that people from India would be a burden on U.S. communities: "It must be remembered . . . that they come from a tropical country and from what I hear they cannot stand the rigors of a northern climate and on that account are bound to become burdens upon the communities to which they go."<sup>16</sup>

Finally, although Filipinos would not be excluded because the Philippines were a U.S. territory at the time, Julius Kahn nevertheless openly expressed disdain toward Filipinos, especially those of mixed Chinese and Filipino descent:

There are probably 200,000 Chinese of the full blood in the Philippine Island. Those of mixed blood are many times more numerous, and it has invariably been asserted that these latter are a much more dangerous element, because they combine in themselves nearly all the vices of the Chinese and the Malays, with practically none of the virtues of either race.<sup>17</sup>

### *Conclusion*

An influential man of his time, Julius Kahn promoted and institutionalized racist and exclusionary policies in the United States on behalf of San Francisco. Our parks should not bear names of hatred or exclusion. Julius Kahn's name should be removed from the park and there should be a community process to rename the park.

---

<sup>1</sup> "A 2003 renovation transformed a heavily used playground into a state-of-the-art, Parisian-style play area. The new Julius Kahn design was developed with the feel and aesthetics of the Luxembourg Gardens in Paris. The park also includes an interactive wet sand play sculpture and unique and challenging play equipment." San Francisco Recreation and Park District Website- Julius Kahn Playground <<http://sfrecpark.org/destination/julius-kahn-playground/>>

<sup>2</sup> Alan Boxerman, "Kahn of California," California Historical Quarterly Vol. 55, No. 4 (Winter, 1976/1977), pp. 340-351.

<sup>3</sup> San Francisco Playground Commission, Meeting Minutes of November 10, 1926.

<sup>4</sup> Congressional Record, House Floor, April 4, 1902, p. 3678

<sup>5</sup> Henry S Cohn and Harvey Gee, "No, No, No, No!": Three Sons of Connecticut Who Opposed the Chinese Exclusion Acts, 3 Conn. Pub. Int. L.J. 1 (2003)

<sup>6</sup> H.R. 5804, 47th Cong., Ch. 126 (1st Sess. 1882)

<sup>7</sup> The Our Documents Initiative- Chinese Exclusion Act (1882)  
<<https://www.ourdocuments.gov/doc.php?flash=false&doc=47>>

<sup>8</sup> Id.

<sup>9</sup> Id.

<sup>10</sup> Id.

<sup>11</sup> Congressional Record, House Floor, April 4, 1902, p. 3689

<sup>12</sup> Id. at p. 3693

<sup>13</sup> Id.

<sup>14</sup> Id.

<sup>15</sup> "Lone Japanese Hears His Nation Assailed: Takes Notes as Congressman Kahn Voices California's View," New York Times, Dec. 12, 1906.

<sup>16</sup> Munshi, Sheraly, "Immigration, Imperialism, and the Legacies of Indian Exclusion," 28 Yale J.L. & Human. 51 (2016) (citing Karl Douglas Hoover, "The Hindu-German Conspiracy in California in 1913-1918" (1990), an unpublished Ph.D. dissertation, University of California at Berkeley)

<sup>17</sup> Congressional Record- House of Representatives April 4, 1902, p. 3692

year ending June 30, 1902, and for other purposes; in which it requested the concurrence of the Senate.

#### HOUSE BILL REFERRED.

The bill (H. R. 13300) making appropriations to supply additional urgent deficiencies in the appropriations for the fiscal year ending June 30, 1902, and for other purposes, was read twice by its title, and referred to the Committee on Appropriations.

#### EXECUTIVE SESSION.

Mr. GALLINGER. I renew my motion that the Senate proceed to the consideration of executive business.

The motion was agreed to; and the Senate proceeded to the consideration of executive business. After five minutes spent in executive session the doors were reopened, and (at 5 o'clock and 20 minutes p. m.) the Senate adjourned until to-morrow, Saturday, April 5, 1902, at 12 o'clock meridian.

#### NOMINATIONS.

*Executive nominations received by the Senate April 4, 1902.*

##### APPOINTMENTS IN THE ARMY.

###### Artillery Corps.

Louis E. Bennett, of Illinois, late major, Fourth Illinois Volunteers, now captain in the Porto Rico Provisional Regiment of Infantry, to be first lieutenant, September 23, 1901, to fill an original vacancy.

George L. Hicke, jr., of Maryland, late major and surgeon, Thirty-eighth Infantry, United States Volunteers, to be first lieutenant, September 23, 1901, to fill an original vacancy.

Guy E. Manning, of Ohio, late second lieutenant, Third Ohio Volunteers, to be first lieutenant, September 23, 1901, to fill an original vacancy.

Charles O. Zollars, of Colorado, late second lieutenant, First Colorado Volunteers, to be first lieutenant, September 23, 1901, to fill an original vacancy.

###### Cavalry Arm.

Ralph E. McDowell, of Kansas, late private, Twentieth Kansas Volunteers, and Troop F, Eleventh Cavalry, United States Volunteers, now sergeant Troop F, Thirteenth Cavalry, United States Army, to be second lieutenant, February 2, 1901, to fill an original vacancy.

##### PROMOTIONS IN THE ARMY.

###### Cavalry Arm.

First Lieut. George W. Moses, Fourth Cavalry, to be captain, March 31, 1902, vice Horne, Ninth Cavalry, retired from active service.

###### Artillery Corps.

Lieut. Col. James B. Burbank, Artillery Corps, to be colonel, April 1, 1902, vice Andruss, retired from active service.  
Maj. Richard P. Strong, Artillery Corps (detailed as assistant adjutant-general), to be lieutenant-colonel, April 1, 1902, vice Burbank, promoted.

#### CONFIRMATIONS.

*Executive nominations confirmed by the Senate April 4, 1902.*

##### POSTMASTERS.

Charles H. Boody, to be postmaster at Hart, in the county of Oceana and State of Michigan.

Carroll M. Heard, to be postmaster at Elberton, in the county of Elbert and State of Georgia.

#### HOUSE OF REPRESENTATIVES.

**FRIDAY, April 4, 1902.**

The House met at 12 o'clock m. Prayer by the Chaplain, Rev. HENRY N. COUDEN, D. D.

The Journal of the proceedings of yesterday was read, corrected, and approved.

##### TRANSFER OF REMAINS OF MAJOR-GENERAL ROSECRANS.

The SPEAKER. Without objection, the Chair will lay before the House a statement from the Society of the Army of the Cumberland.

The Clerk read as follows:

SOCIETY OF THE ARMY OF THE CUMBERLAND,  
Washington, D. C., March 21, 1902.

Sir: The Society of the Army of the Cumberland at its last annual meeting resolved to transfer the remains of the late Maj. Gen. William S. Rosecrans, long the commander of the Army of the Cumberland, and subsequently a member of the House of Representatives, from the receiving vault in Los Angeles, Cal., where they were deposited, to Arlington Cemetery. The burial will take place about the middle of May, the exact day to be hereafter announced.

The officers of the society respectfully ask that the House of Representatives may be represented at the burial by committee or otherwise.

Very respectfully, your obedient servant

H. V. BOYNTON,  
Corresponding Secretary.

The SPEAKER OF THE HOUSE OF REPRESENTATIVES,  
Washington.

Mr. GROSVENOR. Mr. Speaker, I ask unanimous consent for the present consideration of the resolution which I send to the Clerk's desk.

The Clerk read as follows:

House concurrent resolution No. 40.

Resolved by the House of Representatives of the United States (the Senate concurring), That there be appointed a committee by the President pro tempore of the Senate and the Speaker of the House to attend the ceremonies incident to the transfer of the remains of Gen. William S. Rosecrans from California to the cemetery at Arlington, Va., said committee to be a joint committee of the two Houses.

The SPEAKER. Is there objection? [After a pause.] The Chair hears none.

The resolution was considered, and agreed to.

ANDREW J. FELT.

The SPEAKER laid before the House the bill (S. 2371) granting a pension to Andrew J. Felt.

Mr. SULLOWAY. Mr. Speaker, I move that the House insist on its amendment and agree to the conference asked for by the Senate. The motion was agreed to; and the Speaker appointed as conferees on the part of the House Mr. CALDERHEAD, Mr. GIBSON, and Mr. NORTON.

##### HOUSE PENSION BILLS WITH SENATE AMENDMENTS.

The following House bills with Senate amendments were severally considered, the Senate amendments read, and on motion of Mr. SULLOWAY, the House concurred in the Senate amendments:

A bill (H. R. 1700) granting an increase of pension to John E. White;

A bill (H. R. 2120) granting an increase of pension to Horatio N. Warren;

A bill (H. R. 2124) granting an increase of pension to Dewitt C. McCoy;

A bill (H. R. 2418) granting a pension to Dennis Dyer;

A bill (H. R. 2430) granting an increase of pension to Edward S. Dickinson;

A bill (H. R. 2413) granting an increase of pension to Alfred H. Van Vliet;

A bill (H. R. 3023) granting a pension to Mary E. Kelly;

A bill (H. R. 3466) granting a pension to Josephine M. Dustin;

A bill (H. R. 7090) granting an increase of pension to Uriah Reams;

A bill (H. R. 9801) granting an increase of pension to Barbara McDonald;

A bill (H. R. 13321) granting a pension to John W. Moore;

A bill (H. R. 10103) granting an increase of pension to John Hollister;

A bill (H. R. 10289) granting a pension to Eliza Stewart;

A bill (H. R. 11373) granting a pension to Charles F. Merrill;

A bill (H. R. 11381) granting an increase of pension to Abraham N. Bradfield;

A bill (H. R. 10044) granting an increase of pension to William Larzalere;

A bill (H. R. 1011) granting an increase of pension to John S. Ranlett; and

A bill (H. R. 6718) granting an increase of pension to Freeman R. E. Chaunberry.

##### BRIDGE ACROSS SAVANNAH RIVER.

The SPEAKER also laid before the House, with amendments of the Senate, the bill (H. R. 11409) to authorize the construction of a traffic bridge across the Savannah River from the mainland, within the corporate limits of the city of Savannah, to Hutchinsons Island, in the county of Chatham, State of Georgia.

The amendments of the Senate were read.

Mr. ADAMSON. I move that the House concur in the amendments just read.

The motion was agreed to.

On motion of Mr. ADAMSON, a motion to reconsider the last vote was laid on the table.

##### SETTLERS IN FOREST RESERVES.

The SPEAKER also laid before the House, with an amendment of the Senate, the bill (H. R. 8034) for the relief of bona fide settlers in forest reserves.

The amendment was read, and, on motion of Mr. MARTIN, concurred in.

##### PROTECTION OF LIVES OF MINERS.

The SPEAKER also laid before the House, with an amendment of the Senate, the bill (H. R. 8327) to amend an act entitled

"An act for the protection of the lives of miners in the Territories."

The amendment was read.

Mr. MOODY of Oregon. I move that the House nonconcur in this amendment and ask a conference.

The motion was agreed to.

The SPEAKER announced the appointment of Mr. MOODY of Oregon, Mr. SCOTT, and Mr. HALL as conferees on the part of the House.

#### LEAVE OF ABSENCE.

Mr. COWHERD, by unanimous consent, obtained leave of absence for five days, on account of important business.

#### URGENT DEFICIENCY APPROPRIATIONS.

Mr. CANNON. I ask unanimous consent that the Committee of the Whole on the state of the Union be discharged from the further consideration of the bill (H. R. 18300) to make certain urgent deficiency appropriations, and that the same be considered in the House as in Committee of the Whole.

Mr. RICHARDSON of Tennessee. Pending the request for unanimous consent, and reserving the right to object, I think that the gentleman from Illinois [Mr. CANNON] ought to tell us what the items of this urgent deficiency bill are. I have not been able to look at the bill.

Mr. CANNON. The bill appropriates for the District of Columbia \$30,000 in round numbers—\$10,000 for fuel for the public schools, the supply being now exhausted; \$20,000 for cleaning the streets, the funds for which will soon be exhausted, and other smaller items called urgent. It also appropriates for repair of hospitals at the Hot Springs, Ark., and elsewhere—an urgent matter, the appropriations being exhausted—\$10,000; for the naval establishment (expenses of Marine Corps), \$3,000 in round numbers; for furniture in the Interior Department, \$7,830; for printing and binding in the Post-Office Department, the Agricultural Department, the War Department, and the Library of Congress, an aggregate of \$143,000. The appropriations being exhausted or about to be exhausted, this urgent deficiency bill covers items which ought to be appropriated for at once.

Mr. RICHARDSON of Tennessee. I presume that of course the minority members of the committee have agreed to the bill?

Mr. CANNON. Oh, this has been reported by the direction of the committee.

The SPEAKER. Is there objection to the request of the gentleman from Illinois? The Chair hears none.

The bill was read, as follows:

*Be it enacted, etc.,* That the following sums be, and the same are hereby, appropriated out of any money in the Treasury not otherwise appropriated, to supply deficiencies in the appropriations for the fiscal year 1902, and for other objects hereinafter stated, namely:

#### DISTRICT OF COLUMBIA.

To enable the collector of taxes to prepare tax-able certificates, with authority to employ clerks of the collector's and other District offices after office hours, \$300.

Fire department: For forage, \$5,000.

Public schools: For fuel, \$10,000.

Health department: For the enforcement of the laws relating to the manufacture and sale of drugs and foods, including candy and milk, and for the necessary expenses of the chemical laboratory incident thereto, under the direction of the health department, for the service of the fiscal year 1902, \$200.

Brimking, sweeping, and cleaning streets: For sprinkling, sweeping, and cleaning streets, avenues, alleys, and suburban streets, including necessary incidental expenses, \$23,248.

One-half of the foregoing amounts to meet deficiencies in the appropriations on account of the District of Columbia shall be paid from the revenues of the District of Columbia and one-half from any money in the Treasury not otherwise appropriated.

#### MILITARY ESTABLISHMENT.

For construction and repair of hospitals at military posts already established and occupied, including the extra-duty pay of enlisted men employed on the same, and including, also, all expenditures for construction and repairs required at the Army and Navy Hospital at Hot Springs, Ark., except quarters for the officers, \$10,000.

#### NAVAL ESTABLISHMENT.

To pay expenses incurred for articles purchased, and transportation of the same; for the special detachment of marines ordered to duty with the North Atlantic fleet, \$3,180.20.

#### DEPARTMENT OF THE INTERIOR.

Office of Geological Survey: For furnishing additional office rooms, including carpets, linoleum rugs, desks, chairs, tables, book, map, letter specimens, files, and catalogues cases, awnings, window shades, washstands, wardrobe, cabinets, water coolers, and lumber for shelving, and all other absolutely necessary articles, \$7,830.

#### PRINTING AND BINDING.

For printing and binding for the Post-Office Department, exclusive of the Money-Order Office, \$30,000.

For printing and binding for the Department of Agriculture, \$20,000.

For printing and binding for the War Department, \$15,000.

For printing and binding for the Library of Congress, \$13,000.

NOTE.—Total amount appropriated by this bill, \$192,737.28.

The SPEAKER. The question is on the engrossment and third reading of the bill.

The question being taken, the bill was ordered to be engrossed and read a third time; and it was read the third time.

The SPEAKER. The question is on the passage of the bill.

Mr. MODERMOTT. Mr. Speaker, I would like to ask a question of the chairman of the committee, before the bill is passed.

The SPEAKER. Does the gentleman from Illinois yield to the gentleman from New Jersey?

Mr. CANNON. Certainly.

Mr. MODERMOTT. There is an additional appropriation here for sweeping the streets of the city of Washington of \$32,000. What was the amount appropriated originally?

Mr. CANNON. I have not the memorandum before me. I will ascertain in a moment. I will say to the gentleman that this appropriation is to be exhausted early in May. The exact amount appropriated I do not recollect, nor have I the memorandum before me, but I will ascertain in a moment.

Mr. MODERMOTT. There can be such a great amount of sweeping done for \$32,000—that is, sweeping as it is done within the city here—

Mr. CANNON. It is sprinkling and cleaning the streets. Just the amount of streets there are or the number of miles I do not know at this moment, but the gentleman is aware there are several hundred miles. Somebody suggests to me 820 miles, but I am not sure as to the exact amount. In my judgment this deficiency ought not to have been made, but it is alleged by the District authorities that it was necessary. I trust that the proper committee, in the coming year, when they come to appropriate for this purpose, will put a monthly limitation upon it; but as the appropriation is substantially exhausted, and because of the fact that during the spring of the year, from early in May until the 1st of July, the streets will be filthy, it seemed to your committee that there was no alternative except to recommend the deficiency. I will state that \$155,000 was the appropriation.

Mr. MODERMOTT. My recollection is this: That the amount appropriated for cleaning the streets of the city of Washington per mile was greater than any appropriation made in any city in this country. I do not say that an excess of \$32,000 was not necessary, but anybody who recalls the condition of Pennsylvania Avenue during the last three months will recollect that during the hours of the day, because of the fact that the avenue had not been cleaned, it led to such a condition that you could not enter into any stores or hotels without tramping over street rubbish that should have been removed every day, and certainly that does not indicate that the \$32,000 of excess of appropriation was properly used. The amount of \$300,000 for sweeping and cleaning the streets of the city of Washington is very, very large, and the amount per mile accordingly very high, and I wanted a little information upon the subject if it was within the possession of the gentleman.

Mr. CANNON. The total amount appropriated in the regular bill for this year for this purpose was \$155,000. The amount of streets in mileage, as I understand, according to my information, is something over 800 miles. The judgment of the committee was when the original appropriation was made of \$155,000 that it ought to do the work, but it has not done the work. Now, I apprehend when the next annual bill is reported there ought to be and will be reported for the consideration of the House a direction to apportion the appropriation in such a way that one-twelfth part of it will not be exceeded in any one month.

Mr. MODERMOTT. And in the line of economy I would like to suggest to the gentleman from Illinois that you could obtain a bond for a million dollars guaranteeing to sweep the streets and keep them in better condition than they have been or will be under that appropriation for 60 per cent of the amount mentioned. The work should be done better.

Mr. CANNON. I do not care to go into that question. My observation has been that when the streets are cleaned under contract that at times there is severe criticism, and when they are cleaned as they are now, by the hiring of labor—day's work—there are grounds at times, no doubt, for criticism; but, upon the whole, I am inclined to think that the city of Washington and its streets is best cared for, and its streets are perhaps the cleanest, month in and month out, of any city in the country.

Mr. MODERMOTT. They are very easy to take care of, and my objection is not to the manner in which they are cleaned, but to the fact that they are not cleaned at all in a good many instances.

Mr. RICHARDSON of Tennessee. Mr. Speaker, I desire to ask a question.

The SPEAKER. Does the gentleman from Illinois yield?

Mr. CANNON. Yes.

Mr. RICHARDSON of Tennessee. What is the purpose of the amount expended for public printing? What is that item?

Mr. CANNON. It is in the various departments. There is an absolute exhaustion of the appropriation. In the Post-Office Department the increase of business, and in the Agricultural Department the same thing, and this is the cause. The Agricultural Department does large quantities of printing, the public



service requiring it to be done, also in the War Department and in the Post-Office Department, and Congress requiring it to be done in the Agricultural Department.

Mr. RICHARDSON of Tennessee. I want to ask the gentleman how many deficiencies he has asked for the public printing during this session?

Mr. CANNON. I do not recollect.

Mr. RICHARDSON of Tennessee. It strikes me this is about the third deficiency appropriation bill in which appropriations are made for the Government Printing Office.

Mr. CANNON. I will have the figures in a moment that will give the exact amount. I did not anticipate that there would be any question about it and therefore have not the memoranda before me, but I will have in a short time.

Mr. RICHARDSON of Tennessee. I am not objecting to the amount, because it may be absolutely necessary, nor do I criticize the action of the gentleman nor of his committee further than to say that it seems to me that the best legislation would be had by putting these amounts in the regular appropriation bill and thus not require so many deficiency appropriation bills.

Mr. CANNON. I will say to my friend that we absolutely gave the estimate for the current fiscal year.

Mr. RICHARDSON of Tennessee. Then the Public Printer must have been pretty far off in making his estimate, if that is true.

Mr. CANNON. I will give the gentleman the definite information in a moment. The estimate for the current fiscal year for the Post-Office Department was \$350,000. The appropriation was \$350,000. Now, this is the first deficiency for the Post-Office Department, a pretty large one, as the gentleman will notice, \$30,000, and the explanation of it is the absolute growth of that Department—increased in offices, increase in work, increase in printing, rural free delivery, and, in addition, the action of Congress in increasing the wages of printers and others.

Mr. RICHARDSON of Tennessee. If I am mistaken the gentleman from Illinois can correct me, but if I am not mistaken the last Congress in all their appropriation bills except one increased the amount of appropriations over the former Congress.

Mr. CANNON. I can give the exact figures to the gentleman in a moment.

Mr. RICHARDSON of Tennessee. Now, these deficiency appropriations are to be added to the excessive or the very large appropriations in the annual bills of the last Congress.

Mr. CANNON. For the year 1901 in the Post-Office Department the appropriation in the regular annual bill was \$315,000 and the deficiency was \$35,000, making a total of \$250,000. Now, the appropriation for the current year was \$350,000, which equals the total appropriation for the previous year, and this deficiency bill carries \$30,000 for the Post-Office Department, which measures the increase in printing for that Department.

Mr. RICHARDSON of Tennessee. That makes \$280,000.

Mr. CANNON. Yes.

Mr. RICHARDSON of Tennessee. Now, I am quite sure the gentleman reported a deficiency appropriation in December last for the benefit of the Government Printing Office.

Mr. CANNON. Not for any of the departments. That appropriation in December was to meet a deficiency that need not have been met if Congress had not ordered so much printing for its own use.

Mr. RICHARDSON of Tennessee. I was only speaking from recollection, but I remembered that there was a deficiency in December for the Government Printing Office.

Mr. CANNON. Yes; and it came from the excessive orders for printing by the House and Senate.

The SPEAKER. The question is on the passage of the bill.

The bill was passed.

On motion of Mr. CANNON, a motion to reconsider the last vote was laid on the table.

#### OMNIBUS CLAIMS BILL.

Mr. MAHON. Mr. Speaker, I ask unanimous consent that the House nonconcur in all the Senate amendments to the bill H. R. 8587, and ask for a conference.

The SPEAKER. The gentleman from Pennsylvania [Mr. MAHON], chairman of the Committee on War Claims, asks unanimous consent to discharge the Committee of the Whole House on the state of the Union from the further consideration of the bill (H. R. 8587) for the allowance of certain claims for stores and supplies reported by the Court of Claims under the provisions of the act approved March 3, 1883, and commonly known as the Bowman Act, and to nonconcur in all the amendments of the Senate to the bill, and ask for a conference. Is there objection?

Mr. MADDOX. Mr. Speaker, I object.

The SPEAKER. Objection is made.

Mr. MAHON. Will the gentleman withhold that for a moment?

The SPEAKER. Does the gentleman suspend his objection on the request of the gentleman from Pennsylvania?

Mr. MADDOX. Yes.

Mr. MAHON. Just for a moment.

Mr. HITT. Will this exclude the consideration of the Chinese bill?

The SPEAKER. The gentleman withholds his objection for a moment.

Mr. MAHON. Mr. Speaker, this is a House bill that has come back from the Senate with a great many amendments put on it by that body. The bill took its usual course, went to the Committee on Claims, and the committee, after consideration which has taken almost a week, have recommended a report that the House nonconcur in all the Senate amendments.

Mr. MADDOX. Mr. Speaker, I can not hear what the gentleman says.

Mr. MAHON. I will speak a little louder. I want to state to the gentleman from Georgia that this is a House bill to which the Senate added a good many amendments. It went to the Committee on War Claims in its usual course, and that committee, after looking over these amendments for a week, have recommended to this House by a unanimous vote of the committee that the House nonconcur in all the Senate amendments and allow it to go to conference, for this reason: There are some six hundred items in this bill, and I will frankly say to the gentleman that a good many of them will go out. This bill will have to remain in conference at least a month or six weeks before the differences can be adjusted, and I want to say further that there will be no disposition on the part of the chairman of the Committee on War Claims when that report comes in to move the previous question and to choke off debate.

I am perfectly willing to take the matter up on Friday and give the whole day for the consideration of the conference report. Mr. Speaker, it will take at least three, four, or five days. It will take a day to read the amendments, and the discussion of the paragraphs might take a couple of weeks in Committee of the Whole. Now, the gentleman from Georgia knows since he has been in Congress that the conferees of this committee have always stood with the House. They have examined these matters carefully, and if the gentleman wants to kill the bill, he will simply insist on his objection. Now, there is another reason. This day belongs to the Committee on War Claims, and an important bill is pressing for consideration in the House—the Chinese-exclusion bill—which we are all interested in, and I would like for this bill to be sent to conference and got out of the way of the chairman of the Committee on Foreign Affairs; and I hope the gentleman will not make any objection, but let it go to conference.

Mr. MADDOX. Mr. Speaker, this bill, as I understand it, carried about \$125,000 when we sent it from the House. It is called the "omnibus bill." Since it has gone over to the Senate they have added about \$3,000,000 of all sorts of claims, scraped up from the time the Government was formed up to the present time. Now, all I want to know and all I want to demand is simply this: That when this House comes to consider these claims they will have an opportunity to vote on these paragraphs when these claims come up. Now, I am perfectly aware that if there is no objection made and this bill is allowed to go into conference, unless the gentleman stands up to what he says now, when he comes to the House it will have no opportunity to weed out these claims that ought not to be allowed.

Mr. MAHON. I will say to the gentleman from Georgia that when the conference report comes here I am willing that he shall have an hour.

Mr. SHAFROTH. Will the gentleman allow me?

Mr. MADDOX. That is a matter for the House when it comes back.

Mr. SHAFROTH. This is the only way in which they can be weeded out.

Mr. UNDERWOOD. If my friend from Georgia will allow me, we sent the bill over to the Senate with about \$200,000, and it comes here with amendments added making it in the neighborhood of three millions.

Mr. MADDOX. That is what I understand.

Mr. UNDERWOOD. There are a great many items in that bill that ought to be considered in Committee of the Whole, and there is only one certain course that will give us an opportunity to consider these claims, and therefore I hope the gentleman will insist on his objection; that is, for the bill to take its regular course and that the claims be considered in the regular way.

The SPEAKER. Objection is made.

Mr. MAHON. There are claims amounting to three millions in this that have never been discussed at all. It belongs to you gentlemen upon the other side to take the responsibility. There are 22 States concerned in these claims, and if you want to kill the claims of those people, that is for you to determine. I have no personal interest in the bill.

## ORDER OF BUSINESS.

Mr. HITT. Mr. Speaker, I call up, under the special order, the bill H. R. 13031 and move that the House resolve itself into Committee of the Whole for the consideration of the Chinese-exclusion bill.

Mr. MAHON. Mr. Speaker, one moment. Under the rules of the House this day belongs to the Committee on War Claims; but I am willing to yield to the gentleman from Illinois if, by unanimous consent, the committee may have another day. We have been in session since the 4th day of December, and this committee has had but three hours. I do not want to get in the way of this important bill. I believe that next Monday is not District of Columbia day. We did think so, but it is not. Now, I will ask unanimous consent that that day be given to the Committee on War Claims.

Mr. HITT. I do not know that it is certain that this bill will be disposed of by that time. There will be considerable general debate.

Mr. MAHON. Then I will ask the next day.

Mr. HITT. There will be no opposition probably, but a good many voices for it.

Mr. MAHON. Then I will ask that it be next Tuesday, or the next day after the completion of the consideration of that bill.

Mr. DALZELL. It is the purpose to call up the Cuban reciprocity bill on Tuesday.

Mr. MAHON. It is not privileged.

Mr. DALZELL. Oh, yes; it is.

Mr. MAHON. Oh, yes; it is a revenue bill. Will not the gentleman from Illinois get through the bill by Monday?

Mr. HITT. I can not say that, as there is much demand for time.

Mr. MAHON. Then, Mr. Speaker, I ask unanimous consent that the War Claims Committee be given the day following the passage of the Chinese-exclusion act.

The SPEAKER. The gentleman from Pennsylvania asks unanimous consent that the day following the disposition of the Chinese-exclusion act be assigned to the Committee on War Claims. Is there objection?

Mr. DALZELL. I do not like to object to my colleague's request, but arrangements have been made and notice given to go on with the Cuban reciprocity bill on Tuesday, and I would suggest to him to make his request to follow that bill.

Mr. MAHON. Oh, that might make it two or three weeks from now. How long will that bill take?

Mr. DALZELL. I suppose it will take three days. I would think it would.

Mr. MAHON. I will take next Tuesday week.

The SPEAKER. The gentleman from Pennsylvania modifies his request that a week from next Tuesday be assigned to the Committee on War Claims. Is there objection? [After a pause.] The Chair hears none, and it is so ordered. The gentleman from Illinois moves that the House resolve itself into Committee of the Whole House on the state of the Union for the consideration of the bill H. R. 13031, the Chinese-exclusion bill.

The motion was agreed to.

## CHINESE-EXCLUSION BILL.

The House accordingly resolved itself into Committee of the Whole House on the state of the Union, Mr. Moody of Massachusetts in the chair.

The CHAIRMAN. The House is in Committee of the Whole on the state of the Union for the consideration of the bill H. R. 13031, which the Clerk will report.

The Clerk read as follows:

A bill (H. R. 13031) to prohibit the coming into and to regulate the residence within the United States, its Territories, and all territory under its jurisdiction, and the District of Columbia, of Chinese and persons of Chinese descent.

Mr. HITT. Mr. Chairman, I move to dispense with the first and formal reading of the bill.

The CHAIRMAN. The gentleman from Illinois asks unanimous consent that the first reading of the bill may be omitted. Is there objection? [After a pause.] The Chair hears none, and it is so ordered.

Mr. HITT. Mr. Chairman, the bill now before the committee is one that has been very carefully prepared in all its parts, with the unanimity of the Committee on Foreign Affairs upon nearly every line, its purpose being to provide efficiently for the exclusion of Chinese laborers from the United States. In that purpose we were all agreed. The country, we believe, universally desires that there should be efficient prohibition. The existing law will expire on the 5th of May, and there is no time to lose if Congress intends to act.

The bill is based upon a measure which was drawn up with care by the combined wisdom and experience of the members of this House and of the Senate who represent the Pacific coast, where most of the Chinese in the United States are found, and

where the people and their representatives are most familiar with the practical side of the problem. Telling that bill, which is known in this House as the Kahn bill, because the honorable gentleman from California introduced it, representing his associates, our committee have carefully prepared the measure which lies before you, and which is substantially the Kahn bill.

While we desire to effectively exclude Chinese laborers, we do not forget that our country has considerable commerce with China, and all are desirous of promoting American interests and commerce everywhere. In this bill the privileged classes are designated who are entitled by the treaty and by the laws heretofore to come into the country—merchants, travelers from curiosity or pleasure, officials, teachers, and students. We have endeavored to make the provisions effective and prevent fraud, but to avoid harassing or tormenting merchants, officials, and teachers, whom we desire to come and for whose presence we are all of us very anxious. The commerce of a country is in the hands of the merchants. We have a large and growing commerce with China.

The representatives of labor who presented and framed the objections to having Chinese labor here we heard at great length, and also representatives of commerce and of manufacturers. They stated with great force how important it was that we should avoid harassing and driving away merchants from our country who could promote our interests so rapidly. The representatives of the manufacturers of South Carolina, where the cotton industry has become so vast, and is the largest in the country, second to Massachusetts, and now is growing, informed us that they sent the largest part of their product to China. The cotton product alone last year was a million dollars a month sold to that country. It fell off during the war, but it has revived.

Now, the Chinese merchant, if he is harassed here and imprisoned or insulted, can exercise a powerful influence at home to our detriment, and an official can do the same. True, we are liable to frauds of pretended merchants, and that is the problem that this bill tries to meet.

It would seem that much legislation was not necessary in the case of officials, a class so potent and few in number; for, if every one of the officials that came into the country could smuggle somewhere about him a Chinese laborer, it would amount to something inconsiderable in our vast population. But venacious provisions to humiliate and disgust public officials might result to our great disadvantage by the influence of this powerful class. These are the problems we have conscientiously and laboriously tried to solve, and this bill is the answer.

I will not take up the time of the committee in explaining it further. It will be debated very fully by my colleagues. I believe everybody is in favor of the bill. I merely wish to state the motive impulse of the committee, all working together for one end.

I now yield to the gentleman from New York [Mr. PERKINS], because he has given the most patient labor to the details, reconciling contradictions and smoothing the asperities of the bill.

Mr. PERKINS. Mr. Chairman, if the committee will be in order it will, I think, take but a very few minutes of the time of those here to explain briefly the purport of this bill. I shall not, Mr. Chairman, take the time of this committee in discussing the general question of Chinese exclusion, because I imagine that every member of this House is agreed that the admission of Chinese laborers on any large scale would be injurious to the laboring interests of this country; but, Mr. Chairman, as was said by the chairman of the committee, the problem is in what way should that exclusion best be carried out; and it is, perhaps, due to the committee in presenting to it a bill 30 pages in length that we should state briefly what has been covered by this bill.

Now, Mr. Chairman, in the first place we were met by this new question, and that was, what should be done in reference to the Chinese who are now living in the colonial possessions of the United States. It was testified before the committee that there were in the Philippine Islands at least 250,000 Chinese, and perhaps very many more, and Governor Taft testified before our committee that, in his judgment, the great majority of the Chinese in the Philippine Islands would gladly come to the United States if they could have the opportunity. What should be done with them? It was the unanimous opinion of the committee that the exclusion of the Chinese against those living in China should be extended to the Chinese who live in the colonial possessions of the United States, and the act provides that Chinese laborers, Chinese coolies, can not come from the colonial possessions to the mainland any more than they can come from China to the United States. That provision, Mr. Chairman, I think will meet the approval of the members of the House.

Then came the next question, Mr. Chairman: Should the exclusion of the Chinese be extended to the colonial possessions? Now, the committee can see in one moment that the conditions existing in, for instance, the Philippine Islands are totally different

from the conditions existing in the United States. Here we have a large body of intelligent, educated, industrious laborers, and we owe it to them that they are not subjected to any unfair competition from men brought here who live on a different scale, who are willing to work for less price, who are content to live on a lower degree of comfort and civilization; but the members of the committee can see that those conditions do not exist in our colonial possessions.

There is in the Philippine Islands, for instance, no body of educated, industrious, intelligent laborers, and the question was, What is the best thing for the interests of the Philippine Islands? And, Mr. Chairman, that question is by no means as free from doubt as is the question of the introduction of Chinese laborers into this country. But we felt bound, Mr. Chairman, and it is the doctrine, it is the principle, of the Republican party—of, I think, all members of Congress, regardless of party—to do for the Filipinos what within reasonable limits they themselves ask should be done. The committee was convinced that the desire of the Filipinos themselves was that they should not be subjected to the further competition of Chinese labor; that they were not ready to compete with them, and certainly they are not, and for that reason the committee has reported, by the bill before this Committee of the Whole, that Chinese laborers be excluded from the colonial possessions of the United States upon the same terms and in the same manner that they are excluded from the mainland of the United States.

Now, Mr. Chairman, a word or two more about some provisions of detail in this bill that I wish to explain very briefly to the committee. The chairman of the Committee on Foreign Affairs said that we have taken in its general outline the Kahn bill, which was introduced in behalf of the members from California. The question of Chinese exclusion is more important in California than in any other part of the country, and it was our endeavor in every way to carry out the desire of the California delegation to make this law a law which should not only say that Chinese laborers should be excluded, but should furnish the means and the appliances and the requirements for making that exclusion effectual, which should check the fraudulent introduction of Chinese into this country.

There were, however, two or three questions of detail in which the committee differed from some provisions of the Kahn bill, which I desire to submit to the judgment of the Committee of the Whole. By your judgment we will be guided. The Committee on Foreign Affairs had but one desire, namely, to have a bill which would be most effective, most judicious, most wise, to carry out the principle of Chinese exclusion, but on questions of detail we all have our judgment. Now, there are substantially three questions which I shall state very briefly to the members of the committee. The first was this: The bill provides that the Chinese shall be excluded from the Philippine Islands.

Then the bill as it was introduced—not the committee bill—provided that the Treasury Department should appoint officials who should go to the Philippine Islands, who should there make a registration of all Chinese in the Philippine Islands or any other foreign possession, who should carry out the enforcement of this law in reference to Chinese landing and the preventing of their landing. In reference to the removal of Chinese from one possession to another, Mr. Chairman, we did not regard that provision as judicious, and I feel confident that the committee will agree with us. What would be the necessary result? Why, Mr. Chairman, it would take 10,000 employees of the Treasury Department. Ten thousand employees would have to be shipped from San Francisco to the colonial possessions, to the foreign possessions of this country, to take charge of making that registration, to take charge of that detail.

It was with surprise, Mr. Chairman, that I saw that my friend from Missouri [Mr. CLARK] in presenting the minority report and the substitute bill advocated a different method of treating this problem, because I have heard him and others associated with him say so often that the Filipinos should have every possible right of self-management and self-government; that this country should not exercise in every detail of their life a power which the British Empire, for instance, exercises—that the administration of the Philippine Islands so far as possible should be by the Filipinos. It is therefore with surprise, Mr. Chairman, that I see the gentleman recommends a substitute bill providing that the management of the Chinese in the Philippine Islands should be turned over to 10,000 officials appointed by the Secretary of the Treasury and sent out there. Ten thousand! The largest vessel that carries the American flag on the Pacific Ocean could not carry the officials that would be required to execute this bill if it should be done in that manner.

I think, Mr. Chairman, that provision was injudiciously introduced. I believe my friend from Missouri, when he contemplates the subject more maturely, will see that while the end is right the proposed means are wrong.

Mr. CLARK. Does the gentleman refer to the section in regard to ships?

Mr. PERKINS. No, sir; I am referring to the provision in regard to sending Treasury employees to the Philippine Islands to take care of the Chinese there. I will come to the provision about the ships in a moment.

Now, what has the Committee on Foreign Affairs done? The Government has appointed a Philippine Commission, thoroughly familiar with all local questions. Governor Taft, the head of that Commission, appeared before the Committee on Foreign Affairs and gave his evidence. He is in thorough sympathy with the exclusion of the Chinese. What he said before the committee had, I think, more effect than what was said by anyone else in leading the committee to the conclusion that the exclusion of the Chinese from the Philippine Islands was judicious. We have reported in our bill a brief provision, embracing half a dozen lines, in which we propose to authorize and direct the Philippine Commission to take such measures as may be necessary to carry out the provisions of this bill as to the exclusion of the Chinese from the islands and to attend to registration or whatever else may be requisite with reference to the regulation of this subject.

I submit that gentlemen of the House will say, on consideration, that that is, above any other measure that can be proposed, the proper and right way to do. We authorize the local authorities to use their own local means, their own Philippine officials, to carry out the provisions of this proposed law.

I ought to say one word more, Mr. Chairman, on this point, because this bill was submitted to the War Department, and that great Department entirely concurs with the members of the committee in saying that the provisions of the original bill proposing that the exclusion of the Chinese from the Philippine Islands should be carried out by the Treasury Department are entirely wrong. They said, and they said rightly, that those provisions could not be carried into effect. But, naturally enough, the War Department suggested to us that not the Treasury Department, but the War Department, should take charge of this subject.

Now, Mr. Chairman, if there is anything that is desired or should be desired by this Congress it is that, so far as possible, the administration of the Philippine Islands should be in the hands not of the War Department, but of the civil authorities. A large number of those islands are no longer under the control of the Army. We trust the day will soon come when not one of them will be under such control. And therefore the committee would not take any branch of the domestic administration there and put it into the hands of the Army, where it ought not to be, but would place the matter in the hands of the civil authorities, where it ought to be. That is the bill.

Now, Mr. Chairman, there are two other points on which I wish to say a word. This bill, if I may pass any criticism upon it, largely owed its inception, I imagine, in some of its details, to some official in the Treasury Department. I find no fault with that; but every man in every department who sets to work to frame legislation thinks that everything that is to be done can be done and ought to be done by his department. That is human nature. The bill as drafted provided that a census should be taken, or rather, not a census, but that a record should be made of every Chinese born in this country from now on for all time, and that this record should be made under the direction of the Treasury Department; that the Treasury Department should have officials charged with this duty who would necessarily be scattered from the Atlantic to the Pacific, from Mexico to Canada, in every town where a Chinese might be born; and I suppose that a Chinaman is as likely to be born in one town as another. Therefore, under this provision it would be the duty of the Treasury officials to watch if by any chance in any part of the United States a Chinese should be born and to make record of it.

Now, we have just authorized a permanent Census Bureau, with much tribulation, as all members of the House know. Some of us have thought that the duties of that Bureau would be light for a long time to come. Whether that is true or not, certainly, Mr. Chairman, if it be necessary to secure a register of every Chinese baby that comes into the world in the United States, why should not the Census Bureau at least attend to this? Why should there be a branch of the Treasury Department charged with this duty? If officials of the Treasury Department were to be spread over the country everywhere, their number growing and their pay growing, as we know full well would be the case, from year to year, the cost, I venture to say, would be a quarter of a million dollars every year. The duty of this vast body of officials would be to keep a record of the Chinese babies that might be born, and there are not 250 born in this country during a year. Now, is it worth while to spend a thousand dollars to keep a record of every Chinese baby that may be born? The question is whether such an expenditure will pay.

A MEMBER. They are not worth that much.

Mr. PERKINS. My friend near me remarks that they are not



worth that much. So we have cut out that provision. We think that the Census Bureau will be amply competent to keep all records that may be required of Chinese growth and Chinese birth. One other provision, Mr. Chairman, and then I shall weary the members of the committee no longer—that provision I should say, in my judgment, by far the most important provision omitted from the bill as it was drawn. These other provisions, as the committee will see, where we have differed from the bill, are matters of administration, matters of detail. But in one provision we have differed on what may be called a question of principle, and the committee regard it as a question of very great importance.

What is the object of this bill, Mr. Chairman? It is, as stated in its heading, to exclude Chinese coolies from the United States. Let us remember what we are legislating about—to exclude Chinese coolies from the United States. And every member of that committee is glad, and certainly I as much as any other member, am glad to do anything that will exclude Chinese laborers, Chinese coolies, from the United States. Of course, the merchant classes, the exempt classes, come in. Why are we in favor of that? Because, as we all know, the Chinese coolies coming into this country would be a dangerous element by reason of their competition with our own American labor. Well and good. But there is a provision in this bill, Mr. Chairman, which no more excludes Chinese coolies from the United States than it excludes them from Great Britain; not one bit. We struck it out because we thought it was a provision that would do no good, and that would do much harm. And though my friend from Missouri [Mr. CLARK] differs with me in that, I confess I am still very strongly in accord with the views of the majority of the committee.

First, I should say, gentlemen, that among the restrictions against the unlawful landing of Chinese we have in this bill a provision that when a ship comes alongside any wharf or dock of the United States on which are Chinese coolies who are not to be landed, the steamer must give bond in the penal sum of \$2,000 for every Chinaman on board, to see to it that the Chinamen whom they have on board do not get on land—that the ship that brings them carries them away. So, certainly the provision is stringent enough to keep these ships having Chinamen on board—men employed on the ships—from allowing them to land. If a ship has Chinamen on board who are to be landed, then there must be the certificates and the necessary papers to show that they are Chinamen who are entitled to land; but this proposition refers to ships having Chinamen on board who are not to land. There must be a bond signed by the steamship company, with the penalty of \$2,000 for every Chinaman on board who is not to land, that he shall not be permitted to land.

Mr. UNDERWOOD. Does that provision apply to foreign ships as well as to American ships?

Mr. PERKINS. All ships, when they come to our harbors, must submit to this law. So as you see, gentlemen, these Chinamen employed on the ships that sail on the great seas are not going to get into this country. We have made stringent provisions that they shall not come in. But the bill as drawn, as submitted to the committee, contains this provision, that no ship carrying the American flag, no ship admitted to American registry shall employ on it any Chinese. We struck out this provision, because, as the committee can see, it was no more needed for the protection of American laboring men living in America, and it has no more to do with them than it has with British laboring men living in England, not one bit.

These Chinamen employed on American ships can not land; they can not get into the United States; they can not come into competition with United States labor. That is out of the question. But what is the result of this provision if passed? There are on the Pacific Ocean 90 steamers sailing from San Francisco to the East. Of these, I regret to say, there are only 3 steamers that float the Stars and Stripes. It has been the endeavor of the Republican party and of the Democratic party, and it is the endeavor of every American, to do anything we can to increase the American marine, to see that more ships on the ocean carry the American flag, because where they carry the American flag they carry American commerce, American trade, and American civilization. We will all agree in that.

Now, when that is our object we are met with this provision, and what will be the result? Mr. Chairman and gentlemen of the committee, when a ship goes out on the high seas it must meet all the world in absolutely free competition. There are no protective tariff laws or registry laws or any other laws that can help a ship when it sails on the Atlantic or the Pacific. It must meet the whole world in absolutely free competition. How many Chinese do you think are employed on these three steamers, which, I am sorry to say, are the only steamships we have on the Pacific? As I am informed, there are a little over 300 of these Chinese—only 300 Chinamen. If they were dismissed from these ships, would American

laborers take their places? Not one bit of it, gentlemen. If these 300 men were sent off, I make the prophecy that not one man who now breathes the air of the United States of America would take their places. If these steamers were kept under American registry, the places of these 300 Chinese would be taken by Japanese and by Malays.

Now, what is the work done by these Chinese. These ships sail through the hottest parts of the world; they sail through the Tropics. The Chinese they employ work about the furnaces. They work about cleaning the ship, and they do work, Mr. Chairman, that no American laborer would do or could do or ought to do. It would be a sad thing, Mr. Chairman, if any American laborer was driven to do the dog's work that is done by the Chinese in these boats. What would be the result of this provision? We could not make place for any American laborers. We know that beyond any possible doubt, from what the agents of the steamers say, and common sense makes us believe it, that the only result of this law would be that the three ships that now carry the United States flag on the Pacific would no longer do so.

One word more, because this is the only provision which I care to discuss, and I have but little further to say about it. If that provision forbidding the use of Chinese laborers on the ships carrying the American flag is restored to the bill, you will have just one result. You will not keep one Chinaman out of the United States; you will not find work for one more American laborer; but the Stars and Stripes of the American flag will no longer float over a boat that sails from San Francisco over the Pacific. The American Steamship Company will take a British register for each of their ships. Believing that to adopt the bill with that provision in it would do no good and would do much harm, I hope this committee will join with the Committee on Foreign Affairs in agreeing that it was a judicious act to strike this provision from the bill.

Mr. FITZGERALD. Will my colleague allow me to ask him a question?

Mr. PERKINS. Certainly.

Mr. FITZGERALD. Section 11 of the bill enumerates the ports at which Chinese may enter. I will ask if there is any change from the ports enumerated in the present law?

Mr. PERKINS. I understand there is not.

Mr. FITZGERALD. I understand that they are now permitted to enter at Ogdensburg alone in the State of New York.

Mr. PERKINS. I understand that is by permission. The gentleman from New York will see it in the bill.

Mr. FITZGERALD. Under a provision that that might be done by Commissioner-General of Immigration.

Mr. PERKINS. The Commissioner-General, I understand so; and the same power is in the Commissioner-General of Immigration to designate additional ports besides those given in the bill.

#### MESSAGE FROM THE SENATE.

The committee informally rose; and Mr. LOVERING having taken the chair as Speaker pro tempore, a message from the Senate, by Mr. PARKINSON, its reading clerk, announced that the Senate had passed with amendments bill of the following title in which the concurrence of the House of Representatives was requested:

H. R. 9206. An act to make oleomargarine and other imitation dairy products subject to the laws of any State or Territory or the District of Columbia into which they are transported, and to change the tax on oleomargarine, and to amend an act entitled "An act defining butter, also imposing a tax upon and regulating the manufacture, sale, importation, and exportation of oleomargarine," approved August 2, 1886.

The message also announced that the Senate had passed the following resolutions, in which the concurrence of the House of Representatives was requested:

#### Senate concurrent resolution 57.

Resolved by the Senate (the House of Representatives concurring), That the President be requested to return to the Senate the bill (S. 1872) granting an increase of pension to Abbie George.

#### Senate concurrent resolution 58.

Resolved by the Senate (the House of Representatives concurring), That the President be requested to return to the Senate the bill (S. 3010) granting an increase of pension to Robert S. Woodbury.

#### CHINESE EXCLUSION.

The committee resumed its session.

Mr. HITT. I will ask the gentleman from Missouri to take his time.

Mr. CLARK. Mr. Chairman, since this House has ceased to be a deliberative assembly, and become a "business body," it desires facts rather than rhetoric, elucidation of the subject under discussion more than eloquence.

The question of Chinese exclusion has for more than a quarter of a century been one of extreme difficulty, taxing to the utmost the ingenuity of the Congress and the thought of the country to

devise a solution which will exclude the Chinese from competition with our laborers and at the same time retain and increase our trade with China.

It would be easy to pull down the bars and let the Chinese in ad libitum—a thing not to be thought of for one moment by any lover of his country. It would be a simple performance to shut out, rigorously and ruthlessly, Chinese of all classes—a proposition to which there are objections in various quarters. But the task which the Congress seems to have set for itself, of excluding as many Chinese as possible without giving such offense as will destroy our trade with the Chinese Empire, is one of the most vexatious problems that the legislative mind has ever considered.

Within the last five years both the difficulties and the dangers of the situation have been multiplied; first, by a decision of the Supreme Court of the United States, in the case of Wong Kim Ark against the United States, in the 160th United States Report, declaring that a Chinese born in this country of parents subject to our jurisdiction is a citizen; secondly, by the annexation of Hawaii, the Philippines, Porto Rico, Guam, and other islands, as the sale bill says, "too tedious to mention." That decision of the Supreme Court sounded like a fire bell at midnight. In the wild orgy of annexation in which we have been recently indulging, we took to our palpitating bosoms hundreds of thousands of Chinese, of all classes and conditions, ranging from savants and merchant princes to coolies, who are a little above the beasts that perish.

When we annexed the Sandwich Islands we took twenty-odd thousand Chinese. When we acquired the Philippines we took in a number of Chinese variously stated at from two hundred thousand to a million and three quarters. Consequently, for the first time, the Congress is confronted with the exceedingly difficult proposition of holding our newly acquired provinces, colonies, or insular possessions—whichever or whatever you please to call them—and at the same time excluding from our mainland the denizens of those same provinces, colonies, or insular possessions.

Verily, verily, we have troubles of our own—lots of them. Not having enough on hand prior to the Spanish war to suit our taste, like the Knight of La Mancha, we went forth in quest of ventures to the uttermost ends of the earth, even to far Cathay, and we accumulated troubles enough, not only to last us during our natural lives, but to harass our posterity to the remotest generation, unless we possess the courage, the resolution, the wisdom, and the patriotism to unload them and thereby end them. Without being a prophet, or the son of a prophet, I make bold to predict that should the Supreme Court of the United States decide—as many think it will decide—that the citizens or subjects of Spain, resident in the islands we annexed, became when annexed ipso facto citizens of the United States, the people of this country will speedily find a way to rid themselves of that huge incubus; because it can not be that in their sober senses Americans will deliberately determine to subject American laborers to death-dealing competition with the cheap labor of the Orient.

The truth is that it is high time the laborers of this country were waking up to the fact that their one escape, not only from competition with European cheap labor, but from unrestricted competition with the cheaper labor of Asia, is for us to at once and forever cut loose from the Philippine Islands. [Applause on the Democratic side.] It is their only salvation. Suppose the Supreme Court of the United States decides that the subjects of Spain residing in the islands we annexed became American citizens by the act of annexation, then what? The probabilities in the case are that the Supreme Court will decide that Congress has no power to restrict the free locomotion of an American citizen into any part of the territory over which the Stars and Stripes float, and the laborers of the country, for whose benefit this bill is made, might just as well wake up now as later on to the realization of the fact that the whole tendency of this latter-day annexation is to bring them into ruinous competition with the cheap labor of Europe and the cheaper labor of Asia. There is no sense in locking the barn after the horse is gone. The quicker we get rid of the Philippines the better off the laborers will be; the better off we will all be.

If we do not speedily unload these accursed islands, the day is not far distant when all of us, especially the laborers of the land, will in agony of soul exclaim: "Who will deliver us from the body of this death?" Should it be decided that the free locomotion of the inhabitants of the Philippines can not be restrained, the yellow flood will pour in and utterly submerge the laborers of America. Our retention of the Philippines means a reduction of wages to the Asiatic level. That is one of the main reasons why I was opposed to acquiring them and why I am dead against keeping them.

That the longer we keep them the harder it will be to get rid of them is a proposition too plain to be argued.

Let no man hug to his breast the delusion that Asiatics can work only as unskilled laborers, for the evidence in the case flatly

contradicts that theory. They have the imitative faculty largely developed and soon learn to do anything they see done. Consequently they will not only compete with unskilled laborers but also with those of all degrees of skill, even into the highest.

The cry once rang along the Pacific coast, "The Chinese must go!" Some day the laborers of America in self-defense will raise the cry, "The Philippines must go!"

The Committee on Foreign Affairs has been wrestling with these brain-racking problems for two months.

We have listened patiently to a vast array of witnesses—ex-Cabinet ministers, ex-ambassadors, ex-governors, ex-Senators, great lawyers, great editors, Congressmen, the head of the Federation of Labor and the heads of other labor organizations, representatives of our sailors, the commissioners of the State of California, representatives of great commercial bodies and of great lines of transportation, ministers of the gospel, the Commissioner-General of Immigration and other Treasury officials—male and female, great and small—until their evidence constitutes a large, instructive, and decidedly interesting volume.

To no question was there ever given a more patient, a more thorough, or a more conscientious investigation. I say this gladly as to the entire committee.

We agree that Chinese laborers on land should be excluded; we differ somewhat as to how best to accomplish that end.

The majority refuse to apply the exclusion principle to Chinese seamen, while the Democratic minority desire to make the exclusion apply both by land and sea.

Upon these differences we ask the judgment of the House.

The report of the minority, among other things, says:

The question of Chinese exclusion is largely a racial question and largely a labor question.

Because our Pacific coast is the chief place of entrance of Chinese into our country, because a vast majority of Chinese immigrants settle on the Pacific coast, and because American citizens resident on the Pacific coast having had more experience with Chinese than the rest of our people, they understand the Chinese character better and are better fitted to know what legislation is necessary to solve the numerous and difficult problems connected with Chinese immigration.

Individually, I go further and say that the Chinese question is the race question of the Pacific coast. There is no use dodging it. The Chinese problem is to the Pacific coast what the negro problem is to the Southern States, except that the race question of the South is entirely a domestic question, while the race question on the Pacific is complicated with international questions. I believe, moreover, that the white people of the South are the most capable of dealing with their race question, just as the white people of the Pacific coast are most competent to deal with their Chinese race question. [Applause.]

Upon these race questions I unhesitatingly take my position with the white people of the South and the white people of the Pacific coast.

The substitute reported by the Democratic minority is substantially the bill desired by our Pacific coast citizens and by the laborers of the whole country, which is a very persuasive reason why it should be adopted by the House.

Another strong argument in its favor is the fact that it is identical with Senate bill 2960, as reported to the Senate unanimously by the Committee on Immigration, and which will, most probably, be passed by the Senate. Time presses. The Geary Act expires by limitation on the 5th of May, and whatever legislation we intend to place upon the statute books should be enacted as soon as is consistent with a thorough understanding of the subject. In order to win the fight against time the Democratic minority concluded it better to report the Senate bill, though some of us would prefer a different phraseology for some portions of it; but we did not propose that any hair-splitting about the verbiage should delay this most important legislation.

On the whole, the Democratic minority substitute is more drastic than the majority bill. Wherever the Democratic substitute differs from the majority bill it is for the purpose of strengthening the bill and making Chinese exclusion more effective and to more thoroughly protect our laborers from a competition which would prove absolutely ruinous to them and consequently to the whole American people.

The first great question on which the minority and majority differ is this: Whether a ship flying the American flag shall carry Chinese seamen. The section is as follows:

And it shall be unlawful for any vessel holding an American register to have or to employ in its crew any Chinese person not entitled to admission to the United States, or into the portion of the territory of the United States to which such vessel plies; and any violation of this provision shall be punishable by a fine not exceeding \$2,000.

The Pacific coast delegation wrote that section into the bill. The majority of the committee struck it out. The minority propose to put that section back. The majority of the committee say, first, that if we put that section in the bill every one of these steamships doing business on the Pacific coast will go under the British flag. I do not believe a word of it, and I will give you my reasons. Ships sailing under the American flag have the

benefit of the coastwise trade, which includes the trade of Hawaii and the trade of the Philippines.

I repeat this statement, because I "am fighting for blood" on that section, and if I can not get the substitute adopted in its entirety I intend to offer detailed amendments to the majority bill. Not a single American steamship on the Pacific will ever go under the British flag, because the American ships have the benefit of the coastwise trade, which is enormous in quantity and profit, including the trade of the Hawaiian Islands and the trade of the Philippines.

Mr. GILLET of Massachusetts. The gentleman does not mean, does he, that only American citizens can carry on the trade with the Philippines? I do not understand that that is included in the coastwise trade.

Mr. CLARK. If not, it soon will be. If we keep on, the Philippines will be included in that trade.

Mr. WACHTER. Suppose a ship is in a port where it can not obtain any other than Chinese seamen?

Mr. CLARK. Wait a moment and I will answer that point. I will only say now that a ship will never get into such a port.

The gentleman from Massachusetts [Mr. GILLET] does not deny that the trade with Hawaii is a part of the coastwise trade?

Mr. GILLET of Massachusetts. Oh, no; but I do not understand that it includes the Philippines.

Mr. KAHN. I believe that under the Philippine tariff act the trade with the Philippines will become a part of the coastwise trade in 1904.

Mr. CLARK. Yes; I think that is true.

There is another reason; under the American flag there are two lines of steamers plying between our Pacific ports and the Orient—the Pacific Mail Steamship Company, which is nothing except a continuation on water of the Southern Pacific Railroad and the Union Pacific Railroad, making a through line by land and water from New York to Hongkong, and the Northern Pacific Steamship Company, which is nothing except a continuation of the Northern Pacific Railroad upon water, making a through line from New York to Hongkong. Is there anyone in this House simple enough to believe that the steamships of those lines are going to switch off from an American registry to a British registry and forego the coastwise trade, which is growing like Jonah's gourd, and at the same time break up their lines of communication from New York to Hongkong? I do not believe a word of it; and the proposition that Mr. Evarts made in the committee—he is one of the greatest lawyers in the country—was a "bluff" pure and simple.

Another thing. The majority say in their report that we can not run our ships in a hot country without Chinese in the stokeholds, etc. Let us see if that is true. Of course the gentleman on the committee would not state a thing they did not believe to be true; it is merely a question of information. Listen to the facts. The ships plying between our Pacific ports and Australia and New Zealand carry only white sailors on board. Why? In the first place, the stevedores and longshoremen in Australia and New Zealand refuse absolutely to handle the freight carried on a ship that employs Chinese sailors. That is one good reason. The second is that the Australian and the New Zealand governments will not give any part of the mail subsidy to a ship that carries Chinese sailors. The two reasons suffice.

It is going into a hotter country to Australia and New Zealand than that through which our trade between the Pacific and China passes. That is fact number one about the heat. In the second place, our ships and transports plying between our Pacific ports and Manila do not carry a single Chinese, although they run 20 degrees closer to the equator and therefore get into a good deal hotter climate than the ships that ply between our Pacific ports and China. That is not all. I will give you a more convincing proof than that that there is not any sense in carrying Chinese on board ship at all. The ships that ply between our Atlantic ports and Central and South America, and which cross the equator going and coming, carry nobody but white men. Surely you can not find a hotter place than the equator—in this world, at least. [Laughter.] Another thing: In our coastwise trade between our Pacific ports that goes down to Panama the ships cross the hottest tract of ocean on the face of the earth, and nobody but white sailors are on board those ships.

One other fact: The Atlantic ships that go through the Suez Canal and the Red Sea carry nobody on board but white people. One other fact and then I will finish that branch of the subject: The Firemen's and Seamen's Union sent to me, and I suppose to every member of the committee and perhaps to every member of the House, resolutions asking that this section be put into this bill, asserting absolutely that they can find white sailors and white men to work in the stokeholds, contradicting any theory that heat will prevent it. Here are their resolutions:

Whereas during the subsidy debate, and also during the hearings on the Chinese-exclusion bill, it has been stated in Congress that white firemen, for

reasons of health, can not be employed in the fire rooms of steamers trading in the Tropics; and

Whereas this statement is being used to deprive us of the protection against Chinese competition: Therefore,

Resolved, That we, the Firemen's Union of Philadelphia, call attention to the fact that we sail in vessels on the Gulf coast to Central and South America, and in any vessels anywhere as long as we are wanted and paid; and

Resolved, That in our opinion it is not a friendly act to deprive us of work and give it to the Chinese; and further

Resolved, That it would be more frank and friendly to state the reason why Chinese are carried, it being known of all seafaring men that the wages of Chinese are 83, while we as American firemen insist upon about four times that amount; and further

Resolved, That, being good enough to fight under the flag for its honor, we ought to be good enough to make a living under it.

Approved by regular meeting March 25, 1902.

WILLIAM ROBERTSON, Chairman.  
HORACE ATKINSON, Secretary.

Whereas Senator HANNA and Senator FRYN stated that the heat in the stokeholds of steamers trading to the Orient is such that no white stokers can endure the same; and

Whereas this statement appears to have been the cause of the Senate voting down the anti-Chinese amendment to the ship-subsidy bill; and

Whereas this statement is without any foundation in fact, the truth being that white stokers go in the transports from this coast through the Suez, the Red Sea, and the Indian Ocean to the Philippines, and that white stokers go to the West Indies, Central and South America; Therefore, be it

Resolved, By the Marine Firemen's Union, of New York, in regular meeting assembled, that we repudiate the heat argument and the idea that it had any justification in any humanitarian concern for the health of the stokers or marine firemen; and further

Resolved, That we have been and are now willing to serve as stokers in these vessels, and will gladly do the work now done by the Chinese; and further

Resolved, That we hereby urge upon Congress to give to us, who go to sea, the same protection from Chinese competition that it shall be willing to give to workers on land.

WILLIAM MACQUEEN, Chairman.  
JAMES W. BIRD, Secretary.

MARCH 25, 1902.

My next objection to the proposals of our associates of the majority is to the striking out of the seventeenth section of H. R. 9380. The section provides that before certificates of status shall be issued by diplomatic or consular representatives of the United States or shall be issued by other officers of the United States, in the case of the "exempt" classes of Chinese persons, there shall be careful investigation of status. We heartily indorse the opinion of the Bureau of Immigration experts that the section is one which, if made law, will be productive of much good and of no harm.

Experience has clearly proved that there would be a great deal less friction and much more expedition in dealing with Chinese immigrants on their arrival at our ports if careful inquiry were made on the other side of the Pacific. There should be a weeding out of the impostors before vessels sail from the Orient, and then there would be a minimum of fraud and scandal here. We have not heard any sound reasons for denying the Treasury experts' suggestion that section 17 ought to be retained as a valuable aid to early discovery of masqueraders and consequent safeguarding of immigrants having a right to enter our territory.

Now, your question [to Mr. WACHTER].  
Mr. WACHTER. I would like to know when a ship strikes a port, and where they can not get anything but Chinese sailors, or at least the bulk of them Chinese, what are you going to do in that case?

Mr. CLARK. My judgment about it would be that when a ship struck a port it would have the crew that it started out with and could get back with that same crew, and if it leaves the Pacific ports with white men on board, it would bring them back again.

Mr. WACHTER. I am not speaking of the mail steamers, the regular liners, but I mean the tramps and sailing vessels.

Mr. CLARK. If they sail under our flag, if they leave the Pacific ports, and this section is put back into the bill, they have to have a white crew, and they can go out with a white crew and come back with it. I would not ruin American trade. There is nobody in this House who is constituted the special guardian of American trade, but here is my conclusion: That if all this talk and worry and propositions for expenditures of millions of dollars to have an American merchant marine means nothing more than that the profits of that business shall go to a job lot of Chinese, I say that all the talk about a merchant marine is tommyrot; but if white men are to profit by it, I am in favor of a merchant marine.

Mr. WM. ALDEN SMITH. Does the gentleman from Missouri mean, when he says white men, Americans or aliens?

Mr. CLARK. The best white men that you can get are American white citizens—either native or naturalized.

Mr. WM. ALDEN SMITH. I agree with that.

Mr. CLARK. And I would not have sailing on an American ship any white man who is not either native born or naturalized, or who had not given notice of taking out naturalization papers as quick as the law will allow him to. [Applause.] The American merchant marine is the nursery of the Navy, and a Chinese having no patriotic impulse toward his own country will not have any toward ours [applause], and I would rather a good deal, if I



had to fight at sea, be aboard a ship whose sailors, clear down to the lowest, were American citizens, than to have a lot of foreigners on board who were not American citizens, and who had never declared their intention to become American citizens, and who had no intention of becoming American citizens.

There testified before the Senate committee a man, Captain Seabury, who was very friendly to the Chinese, but they twisted it out of him on cross-examination—and it was a corkscrew performance, too—that the Chinese, if given a chance, would drive any other set of sailors off their own ships; that they have driven the Japs off theirs where they are permitted to compete; that they have driven the Lascars off the English ships, and the Americans off the American ships. There is one other thing about this business which is not true: That the difference in running a ship manned by Americans or white men and Chinamen would be as great as it is made to appear. Captain Seabury admitted that 30 white men were equal to 52 Chinese sailors. So that makes a good big difference of itself.

Mr. WACHTER. In what way?

Mr. CLARK. Why, in capacity to work; in disposition to work.

Mr. WACHTER. And in the amount of money, too.

Mr. CLARK. The American sailor gets \$30 a month and the Chinese sailor \$7.50.

Mr. RICHARDSON of Alabama. Now, what does the Chinese sailor live on?

Mr. CLARK. On rice and fish, chiefly. I will tell you who will profit by having Chinese sailors. The owners of the ships, and nobody else. Now, if our stovedores and longshoremen will form a league, offensive and defensive, like those New Zealanders and Australians, not to handle cargoes carried by ships that have Chinese sailors on board, and if our legislators will act with as much sense in the preservation of the integrity of the white race as Australia and New Zealand have, and declare that under no conditions shall any ship carrying Chinese on board have any subsidy for carrying the mail or anything else, then you will never hear another howl as long as you live about this Chinese sailor business.

It is of no use to be deceptive about things, and I will confess that at one time I took the identical view of this section defining the Chinese that the majority do. I thought the rest of it was tautology; but I read this book of evidence, and put in about three weeks doing it. Our friends of the majority say:

That the term "Chinese" and the term "Chinese person" as used in this act are meant to include all persons who are Chinese either by birth or by descent.

That is where they stop, and at first blush it looks as though it is enough; but our minority put back the old section:

SEC. 12. That the term "Chinese" and the term "Chinese person" used in this act are meant to include all male and female persons who are Chinese either by birth or descent, as well those of mixed blood as those of the full blood.

Now, why do we want added these words:

As well those of mixed blood as those of full blood, and males as well as females.

I will tell you why. If you cut that section off at the word "descent," there is not a Chinese in Hawaii or in the Philippines who will not be able to prove that he has a strain of some other sort of blood in him. Every one of them will turn out to be a mulatto.

I have an argument that I can address to Southern men with the hope of intelligent appreciation, but not with much hope of belief to Northern men, simply because they do not understand the situation. That is that by common consent down South anybody who has one drop of negro blood in him is classed as a negro. If that applies to the negroes, it certainly ought to apply to the Chinese.

You know there are certain excepted classes. The fellows who are excluded are the laborers. If there was some way to pick out a laborer just by looking at him, there would be no difficulty about it at all. Teachers, merchants, officials, and persons traveling for curiosity or pleasure are exempted, and then any sort of a Chinese under certain conditions is permitted to pass through this country under what are called transit privileges. When it comes to defining these exempted classes it is an extremely difficult matter. The original bill and this substitute that we offer define teachers more elaborately than the majority bill does. Here is the way the Pacific coast people wrote it:

SEC. 6. That the term "teacher" used in this act, shall be construed to mean only one who, for not less than two years next preceding his application for entry into the United States, has been continuously engaged in giving instruction in the higher branches of education, and who proves to the satisfaction of the appropriate Treasury officer that he is qualified to teach such higher branches and has completed arrangements to teach in a recognized institution of learning in the United States and intends to pursue no other occupation than teaching while in the United States.

The majority of the committee changed that to those who "have been engaged in teaching." The minority reported it as the Pacific coast people wrote it: "And has completed arrange-

ments to teach in a recognized institution of learning in the United States and intends to pursue no other occupation while teaching in the United States." You want to know, in order to vote intelligently, what object we have in not leaving it simply "teaching" and making it "teaching in the higher branches."

Well, I confess that I learned a vast amount while the committee has been making its investigations. To my utter amazement, and I actually believe to the amazement of every man on that committee except the chairman, who has had large experience, but to my amazement, at any rate, I found out that primary education is well-nigh universal in China; that they have compulsory education, and they have a provision that if a Chinese child does not go to school they thrash his daddy for not sending him to school, instead of thrashing the child. [Laughter.]

If I had been called on two months ago to give an off-hand opinion as to what proportion of Chinese could read or write, I would have been willing to risk my head on the fact that not more than one in ten thousand could do so. I have increased my stock of knowledge on this subject at least. Now, you leave it at "teaching" and do not put in "higher education," and every cooly will apply to enter as a teacher. I am informed by credible men that before we had that restriction in there for higher education, primary Chinese schools sprang up in San Francisco and on the Pacific coast like mushrooms in a damp cellar, and that coolies who came to work as laborers really, by the score and by the hundreds, came into this country under the cloak of being "teachers."

Mr. ADAMS. Mr. Chairman, will the gentleman permit a question?

Mr. CLARK. With pleasure.

Mr. ADAMS. They are to have a contract with an American institution of learning, are they not?

Mr. CLARK. Yes.

Mr. ADAMS. Therefore there would have to be collusion between an American institution of learning and the Chinaman?

Mr. CLARK. That is just it exactly, and there was collusion.

Mr. ADAMS. I have a better opinion of American institutions of learning than to believe that they would enter into collusion for the evasion of the law.

Mr. CLARK. What is an institution of learning? Why, a primary school is as much an institution of learning as Johns Hopkins, Yale, Harvard, Princeton, or the universities of Michigan, Virginia, and Missouri. Of course it is a different sort of institution of learning. The bill says, "a recognized institution of learning." It does not say an American institution of learning. Now, my friend from Pennsylvania, these are the schools, and this is just exactly the way the collusion was performed. I am opposed to it, and I want to say, gentlemen, that the whole difficulty of the situation grows out of the utter duplicity of Chinese character, and I am going to show you an instance.

Among other things which are provided in this bill, in the majority and minority report, is this: A Chinese merchant who is here and who has the right to be here, who goes back to China on a visit, and who claims entrance again by right of previous residence here, is required to show that he has at least \$1,000 worth of property. Now, I want to show you how he gets around that. Here is a case. Mr. Dunn, of the Treasury Department, stated it. There was a boy who wanted to get in as a merchant. He had to make it appear that he had \$1,000 worth of property and that he had been a merchant. Now, listen to this astonishing evidence:

I will not stop to read this testimony at length. This boy was asked about his history as shown in the certificate.

And as to his mercantile status. He claimed that in a certain year, which would have been at about the age of 16, he had invested \$2,000 in a store in China.

And two years later he had invested \$1,000 in still another store, and had disposed of his interests there.

I said, "You say that when you were a mere boy of 16 you were a merchant with an interest of \$2,000 in a store?"

(That would be a small fortune to a man in China, you know.) He said, "Yes," very blandly. I asked, "Where did you get the \$2,000?" He answered, "God gave it to me."

[Laughter.]

It was the first time I had ever known of a Chinaman claiming any direct assistance from the Almighty, and I was amazed. I said, "Do you mean to say that God gave you that \$2,000?" He said, "Well, God gave me \$1,000 and my father gave me \$500."

[Laughter.]

"How did God give you the \$1,500?" "Why, he sent it to me." "How? Right from heaven?" "Yes." Then he went on to describe how God sent the \$1,500 to him, and that when he saw it fall from heaven he picked it up.

[Laughter.]

How are you going to get around witnesses like that? Questioning him a little more closely, I said, "You are sure it was exactly \$1,500 that God sent you from the sky; you saw it fall and picked it up?" "Well," said the Chinaman, "God sent me the winning lottery ticket that won \$1,500." [Laughter.] That is surely a remarkable bit of history. Now, that is the trouble; that illustrates it. There used to be a police judge in St. Louis

who was death on tramps, but he had a very tender heart for laborers who got into trouble; and when a fellow would come into the police court, yanked up for loitering around, and claimed that he was a laborer, the police judge would make him stink out his hand and he would examine it, and if he did not have the proper marks on it he would send him to the workhouse. So at last the poor tramps would go out and rub their hands industriously on the brickbats and make corns on them and come in and undertake to deceive the judge that way. [Laughter.]

There is a provision in here that the Chinese shall be allowed to bring with him his minor children; and it is absolutely true that one Chinaman 40 years old tried to get into San Francisco as the minor child of another Chinaman. I heard a distinguished member of the committee tell this tale: The Canadian Pacific Railway has always tried to sneak these coolies over our border, and they let them get off the train about three miles and a half the other side of the border, and then they would send them through the bushes, and then they would take them on just this side of the border. They would haul them sometimes in wagons, and one night they undertook to haul five of them through concealed in a great big music box. Generally they went through like Old Nick was after them and never stopped anywhere; but that night the driver got thirsty and he stopped at a town to get him a drink, and the Chinese in the music box, thinking he had arrived at the destination, and as the consul was watching, out popped five Chinese ghosts from the music box. [Laughter.]

The second section of this bill is bothersome. Section 2 says:

That from and after the passage of this act the entry into the mainland territory of the United States of Chinese laborers coming from any of the insular possessions of the United States shall be prohibited; and the prohibition shall apply to all Chinese laborers as well those who were in such insular possessions at the time of the acquisition thereof, respectively, by the United States as to those who have come there since, and those who have been born there since, and those who may be born there hereafter.

I will tell you very frankly why I wanted to put that section in, and especially the last clause of it. The minority say they have grave doubts about the constitutionality of that section. Gentlemen, I do not believe—and I am not setting up to be a Solomon, either—I do not believe that the decision of the United States Supreme Court in *Wong Kim Ark* against the United States, declaring that the Chinese born in this country of Chinese parents are American citizens, is a sound and just decision. I want to see them compelled to decide that case over again, and the only way that you can compel them to decide that question again is to put that language in this bill.

Mr. LESSLER. What was the decision in that case?

Mr. CLARK. It decides that Chinese born in the United States of Chinese parents, subject to our jurisdiction—and that means everybody except diplomats—are American citizens, clothed with all the immunities, privileges, and duties of American citizens. I do not believe a syllable of it. They decided it under the first clause of the fourteenth amendment, which says that anybody born in the United States or naturalized here is a citizen. That is the strict letter of that amendment, but in construing a law it has always been held that you must consider the history of the times in which the law is written, and it was said in the celebrated *Slaughterhouse Cases* by Mr. Justice Miller that the thirteenth, fourteenth, and fifteenth amendments were passed for the sole benefit of the negroes.

I do not believe that the Congress that passed the fourteenth amendment was thinking any more about making citizens out of Chinese than they were of making a citizen of the man in the moon. [Laughter.] If the Supreme Court never had changed its opinion, I would hesitate a long time before I would say anything in the way of dissent from it; but I recollect, that it first declared the legal-tender act unconstitutional, and then the Supreme Court was enlarged and packed in order to get a majority that would hold the legal-tender act constitutional. It is within the recollection of persons who are yet children—that the income-tax portion of the Wilson-Gorman bill was declared unconstitutional because one supreme judge changed his mind over night. And if the court can change its ruling so quickly as that on a question like the income tax or a question like the legal-tender act, it certainly can change it on a question involving the momentous proposition of making American citizens out of Chinese.

A strange fact in this connection was stated by the gentleman from New York [Mr. PERKINS] that there could not have been more than 200 Chinese born in the United States. And he was right, because the Chinese women who are brought over here for nameless purposes have a certain surgical operation performed upon them before they are brought here, so that they can not conceive or give birth to children. But notwithstanding the fact that there could not be more than two or three hundred born here, 5,000 Chinamen have claimed under that decision since 1897 that they were born here.

Mr. KAHN. Five thousand in the States of New York and Vermont alone.

Mr. CLARK. I am glad to have the gentleman make the correction; it makes the case that much stronger. The matter, it appears, is worse than I stated it. It is said to be an absolute fact that the records of the California courts show that one Chinese woman out there is the mother of 800 children. If she had been a short-horned cow she would have been worth more than a Cripple Creek gold mine. [Laughter.]

While the birth of Chinese in the United States proper—God save the mark—could not amount to much, because the women coming here are incapacitated for conception; the fact is not the same in the Philippine Islands. Governor Taft has reported that there are some 200,000 to 400,000 Chinese over there, and the representatives of the Federation of Labor say that there are a million and a quarter to a million and three-quarters of Chinese—full blood and mixed blood. With a million and three-quarters of them breeding over there, this becomes a very serious question.

I am willing to take the chances on this question of the constitutionality of section 2. I am willing to take the chances rather than have the Philippine Islands used as a breeding ground for Chinese that may become American citizens and may come here and compete with American labor. I thank God fervently and reverently this day that whatever calamities may accrue to this country in general, and the laboring people in particular, from the mania for universal annexation, that in the day of judgment nobody can say to me "Thou didst it." I fought the annexation of the Sandwich Islands on this very proposition. I fought the annexation of the Philippines on this proposition, and I want it written on my tombstone that I was one of the 35 men in this House, out of 367, who had the courage, the patriotism, the nerve, and the good sense to vote against paying Spain \$30,000,000 for the Philippines.

My friend from New York [Mr. PERKINS] says that it would be an unnecessary expense to register these Chinese babies. It would not cost near as much as he says, anyhow. It will cost us only a dollar a head, and if there are only 300 babies born the expense will be only \$300 instead of a million—a very considerable difference. In the original bill it was provided that in the Philippine Islands the Chinese themselves could pay for this registration, and I am in favor of that.

But I will state why I prefer that the Treasury officials should attend to this matter. They already know how. They have the machinery. They know the ways and the manners of these people. They can do this work more cheaply and more effectively than anybody else. But I will not particularly object to that part of the bill providing that the Philippine Commission shall arrange this business over there. I would not object very much to the Army doing it. But I want to ask my friend from New York, How can the Philippine Commission register the Chinese in Porto Rico? They have no jurisdiction there.

For these reasons I am in favor of these provisions going into this bill. I intend to offer them or somebody else will as amendments to the majority bill. If these and some 20 or 30 other amendments that have been prepared are inserted in the majority bill, I have no objection to that bill passing. But if we do not secure these changes by way of individual amendments, I intend to secure, if I can, a square vote on this substitute that the Democratic minority of the committee have reported that embraces all of these changes.

Now, some of us do not like some of the phraseology of this bill and do not want to stand for it. The truth is, that nearly all of this stuff that seems to be tautology and redundancy is either a part of the old statute on the subject or is a part of the decisions of the Treasury officials of the United States. There is not a lawyer in the House that does not know that finally somehow or other every word of a statute has to be construed; and where the statutes have been construed it is better to retain the old language even if it does not exactly suit us in its phraseology.

I do not believe that this bill will lose us the trade with China. The Chinese do not trade with us because they love us. They follow the rule of nature and of common sense, buying where they can buy the cheapest and selling where they can sell the highest. Senator BEVERIDGE has been writing some exceedingly interesting letters about China in the Saturday Evening Post. In one of them he thus discourses on force and kindness as applied to the Chinese:

Germany, too, is ingenious and insistent in creating an impression on the Oriental mind that she is the world's superior power. Wherever there is an excuse for the display of military force, German soldiery is seen. The writer never visited, on two extended trips to China, a single Chinese port in which one or more German war ships were not found.

The German military element was so predominant in Shanghai in the summer of 1901 that a casual and uninitiated traveler might have been excused for thinking it a German colony. No one who knows the peculiar practical quality of the German mind will believe for an instant that all of this is for mere show. It is the working out of a carefully evolved theory about China and its inhabitants, and Oriental in general. With the same patience with which they have developed and put into practice theories of navigation,

the German has developed his theories of the oriental mind and character, and hence his treatment upon it.

In a word, that theory is that the only two things which the oriental mind understands are a plain demand and an overwhelming force. The German does not believe that the Chinaman is grateful for special favors shown him. The German theory is that the strong hand is the only thing an Asiatic respects. Therefore, everywhere the German beyond, everywhere the German uniform, and everywhere German ships of war; and now there is the beginning of another "everywhere," and that "everywhere" is German barracks.

How does all this affect German trade? Alongside of the military phenomenon just noticed is a growth of German trade in the East quite unequalled in its rapidity. In Hongkong the most active and with one exception the largest commercial houses are German. In Shanghai there are 81 German firms, some of which, like Arnhold, Karberg & Co. and Carlowitz & Co., are immense establishments with branches at every treaty port.

Though the report and returns of trade issued by the China Imperial Maritime Customs show the great bulk of trade at this central port to be still English, there is nevertheless a falling off of English and a rapid advance of German importation.

"But does not this constant military menace of Germany interfere with her trade? Does it not anger the Chinaman? Is it not natural that this people should buy of those they like rather than of those they hate?" were questions asked of the leading American merchant in China and one of the best-informed men in the Empire. "Naturally one would think so," he replied, "but it is not true. Chinamen come to us and abuse the German with words, but go to him and buy his goods. So far from decreasing German trade, this military reputation which they are working so hard for is the best advertisement they could have with Chinese customers."

There is a proposition pending here to this effect—not in this bill, for there have been 27 bills introduced in here—to make a four or five line bill just simply extending the present law. I will give you as good a reason as you ever heard why that should not be done and why it will not accomplish anything.

The CHAIRMAN. The time of the gentleman has expired.

Mr. CLARK. I believe I will take ten or fifteen minutes more, Mr. Chairman, and I will get through.

Mr. HITT. I will ask unanimous consent that the gentleman be allowed to proceed until he has concluded. After he is done I trust we can make an arrangement as to time and not take the rules of the House, but some agreement to divide the time and have it allotted.

Mr. CLARK. Yes, we will do that.

The CHAIRMAN. The gentleman from Illinois asks unanimous consent that the gentleman from Missouri have the opportunity to conclude his remarks. Is there objection?

There was no objection.

Mr. CLARK. In order that you may understand that proposition I will state the facts as briefly as possible. The first treaty we had with China was in 1844, negotiated by Caleb Cushing, a great man. That simply provided for commercial relations. Then in 1858 there was another treaty extending that. Then in 1869 Anson Burlingame turned up here at the head of the Chinese embassy, as the first ever sent here—having resigned his position as United States minister there to accept that curious position—and negotiated the Seward treaty of 1869, in which we guaranteed unlimited Chinese immigration into this country. They came, and they came in such numbers that they scared the people of the Pacific coast to death, or nearly so, and they commenced a great clamor, and in 1883 another treaty was negotiated with the Chinese excluding the Chinese, bless your heart, and the Chinese dilly-dallied around about ratifying the treaty, and Congress went to work, thinking they were going to ratify the treaty, and passed the bill of 1888—in fact, there were two or three of them—that was extremely severe in its provisions.

Now, remember that, and lo and behold, the Chinese refused to ratify that treaty. Then in 1892 Congress passed another severe law and in 1893 amended it, and the Geary Act simply continues the act of 1888. That is, most of the Geary Act is simply the old act of 1888 continued. Then, in 1894, the present treaty was made, in which the Chinese say that they are anxious to keep the cooly from coming to the United States; they are anxious, so they have got no right to kick.

The treaty of 1894 continues until 1914, on the 8th of December, unless one country or the other gives the other six months' notice prior to the 8th of December, 1904, that it is coming to an end; so the longest that treaty is certain to run is the 8th of December, 1914, and the law expires on the 5th of May, 1903. Now, the representatives of these great trading concerns say, "We want to keep these coolies out; we are just as anxious to as you are."

Their attorneys declared before the Senate committee that they stand on identically the same platform as Mr. Gompers, the president of the American Federation of Labor, who really wants to keep the coolies out; but they simply want to keep them out by a five-line law, extending the law as it now is. That would seem fair on its face, would it not? At the very same time, however, they have three suits pending in the Supreme Court of the United States attacking the validity of the law of 1888, and it is the supposition of most people that it will go by the board, and here is the predicament you will be in if you do not pass the majority bill or the minority substitute. That is, you will go through the performance of continuing the laws that are in existence, and the

Supreme Court will declare them all bad, and in three weeks they will import 100,000 Chinese coolies, and there you are.

Now, one of two things will happen. If they ever get here in large numbers they will drive the American laborers out, or the American laborers will kill them, mob them—one or the other. I believe that is all I want to say about the bill, except this: I asked Governor Taft how the Chinese in the Philippine Islands felt about this country. He said that they regarded it as heaven. What will be the effect? Why, if the Supreme Court ever decides those people can come over here, every Chinaman over there will head for the United States. They want to go to heaven, of course. [Laughter.] Nobody wants to go to hell.

I have named the principal things. I have not named all of them; I could not in an hour or five hours. This bill is no longer than all of the statutes on the Chinese subject that are supposed to be enforced now would be if they were all put together. Now, I know there are some people who want them in here. For instance, the Hawaiian sugar lings say, yes, they want them in Hawaii. They say that the white men can not work out there; that the negroes will not work and they must have the Chinese. That is what they say.

The Manila Board of Trade has sent a memorial here. They want the coolies let in over there. Of course they do. I have not a particle of doubt that a company that had a hundred thousand dollars or a million dollars or more that would operate in the Philippines and exploit the Philippines could make more money with Chinese coolies than with anybody else. But the Filipinos do not want them in the Philippine Islands. Why? Because they go to the wall in this Chinese competition.

I am absolutely opposed to anybody coming here that you can not make an American citizen out of, and the Chinese will not assimilate with white people—that is, it is a very poor assimilation and a very rare one. The evidence in the case shows, strange as it may seem, that the cross between the Chinese and the white race or the Chinese and the negro is inferior either to the white man, the Chinaman, or the negro. Why, they never had any law in California even against Chinamen marrying white persons until within the last few years. It was a recent enactment.

Mr. KAHN. The last legislature.

Mr. CLARK. And notwithstanding that they very rarely married. Now, there is a distinguished Senator who has a proposition pending that Christian Chinese shall be admitted into this country free. Why, Mr. Chairman and gentlemen, I undertake to say that that is the most marvelous wholesale proposition for conversion to Christianity that has been made in this world since St. Paul started out on his great missionary tour. [Laughter.] If that proposition was to be accepted, every Chinese cooly who appeared at our ports would be a full-fledged Christian. Why, the Philippine Commission said that the Spaniards got tired of the Chinese once in the Philippine Islands, ran amuck on them and killed about 30,000 of them. Then they softened down the regulation and declared that Christian Chinese should be permitted to stay in the Philippine Islands. The result of it was, as the veracious chronicler says, that when the day of deportation came a very large majority of them had already embraced Christianity, and nearly all the rest were seriously considering the mysteries of the faith. [Laughter.]

I know that the provisions of this bill seem cruel. I understand perfectly well that they seem to run counter to everything that we have ever advocated or ever offered to the world; but, in my judgment, they are absolutely necessary to secure the desired end.

#### THE AMERICAN LABORER.

The policy of Chinese exclusion is bottomed on the instinct of self-preservation—the supreme law of nature. It is not a mere demagogical scheme to win votes for any party or for any man. It is a philosophical and patriotic movement, growing out of facts which can be neither denied, blinked, obscured, or admitted out of the way. It not only goes to the root of our institutions, but it lays hold of the foundations of Caucasian civilization on this continent.

It is largely a racial question, and it raises the paramount issue, "Shall the white man continue to dominate the Western Hemisphere, or shall he be placed in the process of ultimate extinction and be supplanted by the yellow man?" It is utterly futile to vaunt our superiority and vaingloriously assert that in free competition with the Chinese in any field of physical endeavor we shall triumph, for it is not true. Governor Taft, our great proconsul in the Philippines, testified that a Chinese can live on 2 cents a day—not only live, but flourish like a tree planted by the rivers of water. A cloud of witnesses support the governor-general in that mystifying statement—so mystifying and so variant from our experience in living that I endeavored to ascertain how that seeming miracle can be wrought. The only answer I elicited was that a Chinese can live on 2 cents per diem because



of centuries of enforced practice in the difficult art of curtailing his diet to the minimum.

By reason of both constitutional characteristics and of ancient habit an American can not compete with a Chinese in cheapness of living, even if he so desired; and in the fierce fight in the arena of labor, constantly growing fiercer as our population multiplies, for the right to live, the infinitesimal cost at which a Chinese can exist will inevitably give him the victory over the white man. The starvation test would end in a survival of the unfittest. It is written: "The laborer is worthy of his hire." The American laborer is the foundation of the Republic and of our civilization—the highest civilization the world has known since the primal curse was placed upon man: "In the sweat of thy face shalt thou eat bread."

The American laborer produces the wealth of this country, a wealth that is too vast to be comprehended by the mathematical powers of the human mind, a wealth so stupendous that it eclipses the wondrous tale of Alroy or any story out of the Arabian Nights. We all take pride in the fact that American laborers are the most intelligent, the most skillful, the best clothed, the best fed, the best housed, the most public-spirited, and the most ambitious laborers on the whole face of the earth. For one I am unalterably opposed to anything that will deprive them of a single comfort or that will in any manner reduce their standard of living or that will lower them in the scale of civilization even in the estimation of a hair. So far as in us lies, it is our duty to prevent Chinese competition with American laborers either by land or sea. [Loud applause.]

Mr. HITT. I will defer conferring with my friend for a moment, and ask the Chair to recognize the gentleman from Pennsylvania [Mr. ADAMS], and we will arrange the matter of time.

Mr. ADAMS. Mr. Chairman, a most important and far-reaching question has been submitted to the Fifty-seventh Congress for its consideration. Shall immigration be entirely excluded, or to what extent shall it be restricted? Two bills have been introduced, one of which was referred to the Committee on Immigration and the other to the Committee on Foreign Affairs. The Shattuck bill, which was referred to the Committee on Immigration, referred more particularly to migration from the countries in Europe to the Atlantic seaboard, while the bill that bears the name of the distinguished gentleman from California [Mr. KAHN] had to do with the restriction or entire prohibition of immigration from the Orient.

It has been my good fortune to sit for many weeks with both of these committees and to hear the testimony which has been presented for their consideration by what may be held, I suppose, to be the conflicting interests in this question. Before the Committee on Immigration, on the one side, appeared the representatives of labor, many of whom, extreme in their views, would carry to the point of exclusion immigration on the Atlantic seaboard; others desired an educational test. On the other hand, we had those who employ labor and the steamship lines contending that it would be cutting off an absolute necessity for the development of our country to inaugurate any restriction in regard to free immigration. After a great deal of consideration the bill has been reported to the House and will come before it in the future for its action. I can state that the committee, irrespective of its political affiliations, have exercised their patience and best judgment in reporting a bill which they believed to be for the best interests of the country.

I come now, sir, to the bill which has been reported by the Committee on Foreign Affairs, relating to immigration from the Orient. During the hearings on this subject we have heard some extreme views—those who wish to exclude entirely immigration from China and other countries in the East, and those who say the necessity for increased labor exists in California and in the rest of the country and have entered their protest thereto. On the one hand we have the representatives of the labor organizations, and those, of course, from the Pacific coast are more urgent in their protests than those in more remote sections, for they claim that they understand the evil better. On the other hand we have had resolutions from the boards of trade in California and Oregon, representing the business interests, and claiming that the demands of labor are excessive and too restrictive. We had representatives of the agricultural interests who entered their protest, claiming that at certain seasons of the year it was impossible to gather the crops, and they were allowed to perish because of the want of labor.

We have had the women in their various organizations protesting against exclusion, saying that the domestic problem was a serious one, and that they needed the immigration of Chinese in order to supply the necessary wants of the household in the way of service. This will give some idea of the difficult problems which appeared before the Committee on Foreign Affairs for solution. On one point, Mr. Chairman, we were united, and that was that the immigration of the lower class of Chinese laborers,

commonly known as coolies, must be prohibited in the interest of the purity of the morals of our country and in the interest of American labor. The one difficulty that might have arisen before the Committee on Foreign Affairs would naturally be our relation to a foreign government. It would strike anyone at the first blush that to have our country pick out a single nation on the face of the earth and say to that particular nation that the inhabitants of your country shall not enter ours with the same freedom as is extended to the balance of the powers of the world would cause a feeling between the two countries that in some instances might be the cause of war.

But China, with a liberality which, I must say, reflects great credit on the intelligence of that people and its rulers, recognized the difficulty which our country labored under owing to the protests of our laboring class, and with a liberality that I may say is extraordinary under the circumstances, for it almost implied an inference in our mind against the character and morals of her people, negotiated a treaty with the United States in 1894, and in that instrument inserted and agreed to the following clause in article 1:

The high contracting parties agree that for a period of ten years, beginning with the date of the exchange of the ratifications of this convention, the coming, except under the conditions hereinafter specified, of Chinese laborers to the United States shall be absolutely prohibited.

Mr. Chairman, I can dismiss the consideration of the main feature of this bill by saying that the committee was unanimous on that point, and the existing conditions were continued that Chinese laborers as such should absolutely be prohibited from coming to our shores. This left us to deal with the remaining classes in China, and here came a somewhat more difficult problem. Under the existing treaties the classes who were to have free access to our country had been classed as officials, teachers, students, merchants, and travelers for curiosity or pleasure.

This may seem very large in its scope, yet there were many classes that were not covered by it. Mr. Chairman, in the last few years of our country a great change has taken place in its geographical and economic conditions. With the acquisition of the Philippine Islands, Hawaii, and Guam, with the events that have taken place in the Empire of China, a new status has arisen. The entire civilized commercial world is now struggling to obtain the trade of China, whose doors have been opened under the different treaties for the trade and commerce of the world. It is essential with the economic conditions developed in this country that America should have its full share of this trade.

The whole effort of our State Department, which deals with our foreign affairs, has been directed in this direction, and I am glad to say, in spite of some of the caustic remarks recently made on the floor of this House attacking our Secretary of State, that his policy has been most eminently successful; that America has almost brought the world to her own terms in regard to China. Our status has developed so strongly by the recent events that America is more potent than ever in laying down the rules that shall exist in negotiations about to take place between the powers of the world.

Now, Mr. Chairman, the proposition presented itself to our committee that if we wish to preserve this good feeling with China, if we wish to secure our share of the vast trade with 400,000,000 of her people, we must be careful not to go too far in this bill and not to affront China in its provisions.

We have, therefore, in this bill guarded with every possible restriction that the laborer as such should be excluded. We have left open the door, so that the intelligent and educated people of China, whether they come here as teachers or merchants or the traveler for pleasure, shall have free access to our country, to learn its resources and investigate its inventions and carry back to their own people the reports of what we have to sell and what they should want to buy, for all the advertising and all the drummers and all the agents of commerce that we could send to China would not have one-fiftieth of the influence that a native going back would be able to spread in his own tongue, and inform those people of the state of advanced civilization here and of our products; and it is for that reason your committee felt it incumbent on them to allow free access to the intelligent commercial people of China, and at the same time throw such safeguards around their entry that our officials would be enabled to discriminate between the laboring class and those to which I have referred.

I will refer to one other general feature in this bill. Under the new conditions the further question had to be met than the one which faced us in the treaties of 1880 or 1894. The acquisition of our new possessions of the Philippines and Hawaii and Porto Rico raised what was to be the course of conduct of this Government toward our new possessions. The status of the Chinese in Hawaii had already been settled by the legislation which was enacted in regard to that island, but the Philippine question still confronted us. We took much testimony on the question, and it was finally

determined that we would refuse migration of Chinese from that Empire to the Philippines, and, furthermore, we would restrict the migration of Chinese already in the Philippines to the mainland of the United States. These provisions have been carefully guarded, so their evasion would be most difficult.

Having considered some of the general features of the bill and the reasons which actuated your committee in framing it in the form in which it is, I will endeavor to answer some of the objections advanced by the gentleman from Missouri [Mr. CLARK]. The gentleman made an unfortunate comparison, in my judgment, and it seems almost impossible for those who come from the section which he has the honor to represent to avoid dragging in the social evil which they claim surrounds them on all hands, the negro question. And he proceeded to argue to this House that there was some relation or some comparison between the Chinese question as it stands to-day and the negro question as it exists in the South. Why, Mr. Chairman, there is no relation between these two questions. One is a domestic question. The negro was brought here against his will. How to deal with him is an economic question, and it must be met and settled among ourselves. It does not concern an evil which can be prevented, as does the measure involving the Chinese question. In the one case the evil is an accomplished fact; the other, I am thankful to say, involves an evil which it is in our power to avert. The negro question will have to be settled at home, here among ourselves, as best we can, amicably, consulting all interests, as fellow-countrymen who have the best interests of the whole country at heart. And, sir, the Chinese question must be settled on similar grounds in its relation to the future.

The gentleman from Missouri committed himself to the ultra view maintained here by the gentlemen from California and other Representatives of that section, because, as he held, the persons locally concerned are the best judges as to how an evil shall be dealt with. Mr. Chairman, in my view that is not a sound proposition. If there is an evil, the people locally suffering from it are not necessarily the best judges of the evil as affecting the whole country. There are sections where this evil does not reach at all. But in undertaking to restrict it in an undue degree to benefit persons locally interested we may do some great wrong to other sections of the country, wrong which would not be compensated by advantages which might be gained by certain localities.

I can illustrate this by an incident that happened to come under my personal observation. During the pendency of this bill it has been stated that the Chinese are bad sailors; that they are cowardly; that when there was a collision between the steamship *Oceanic* and the *City of Chester* there was great loss of life; that the Chinese sailors became utterly uncontrollable and refused to launch the boats; that discipline disappeared on board the *Oceanic*, and that from this fact resulted the loss of life, because the Chinese sailors on board the *Oceanic* would not launch the boats necessary to give help. Now, sir, it is a curious fact that within two or three days after that testimony was given before our committee I met, while traveling from my home in Philadelphia to this capital, a gentleman who in the course of conversation stated that he was himself a passenger on the *Oceanic*, that the Chinese sailors behaved with the greatest courage, and that discipline was maintained. As the best proof of this fact that gentleman stated that the boats were so promptly launched that when the *City of Chester* sank, which she did very quickly, her spars as she went down struck a boat that had already been launched from the *Oceanic*, and in that way all on board the boat were lost because it had been launched so quickly.

This incident shows that persons locally interested are not the best witnesses on questions of national importance. They are carried away by their views of the evil pressing upon them and they do not take into consideration the interests of the entire country.

The gentleman from Missouri, in referring to the clause of the bill which our committee has with great unanimity struck out—the clause prohibiting the employment of Chinese sailors on ships—made the argument that as the Philippine Islands belong to this country, the trade with those islands would be a part of our coastwise trade, and therefore it would not be necessary for vessels to take down the American flag to secure it. But as the gentleman gained more information he found that the benefits from the Philippine trade, under the act, as coastwise trade, could not be thus enjoyed till 1904.

But I can not refrain from calling attention to the inconsistency of the gentleman's position. If another bill were presented here relating to the Philippine Islands he would be the first to rise here and maintain the doctrine of his party that we must let go these islands and not allow them to become a part of the United States. In that case his arguments in reference to coastwise steamers would certainly disappear.

But the gentleman does not reach out far enough when he limits his arguments to the trade of the Philippines. We do wish to

develop that trade; but there is a larger and greater trade beyond—the trade of China, the trade of Australia, the trade of the East Indies—that our country desires to secure. The steamers engaged in this trade will not be coastwise steamers; they will be steamers plying with foreign ports. They will be thrown into all the competition as to the wages of seamen and every other species of competition entering into the running of steamship lines.

Why, Mr. Chairman, the remarks of the gentleman from Missouri were most potent arguments in favor of a measure that has passed the Senate, and is, I hope, soon to come before this House for consideration—the ship-subsidy bill—for he has shown conclusively by his argument that it is impossible for American ships on the Pacific Ocean, as it has been proved impossible for American steamships on the Atlantic, to ply in competition with foreign vessels, because we do not want to crush our seamen down to taking the wages that it would be necessary for them to take in order to compete with the vessels that fly foreign flags. How can they compete, Mr. Chairman, in view of the testimony given by the representative of the sailors' association before our committee in regard to the rates of wages paid on the Pacific Ocean? I read from the testimony of Mr. Andrew Furuseth, who represents the association of sailors on the Pacific coast:

Sailors of Chinese blood may be had in Hongkong in practically unlimited numbers at \$15 Mexican per month, and firemen or stokers at \$13 Mexican. These means, respectively, \$7.50 and \$6 in gold. The wages which would be paid to sailors if they were hired on the Pacific coast would be at least \$25 gold—more likely \$30 gold—and to firemen \$40 gold, being four times the amount paid to Chinese in Hongkong.

He further testified that they had swept the Japanese sailors off the seas, and the Malays and the others, and yet he comes to the American Congress and wants us to forbid the employment of these people for merchant marines, and says that we can compete, when they have driven all other sailors off. How can we do that, Mr. Chairman? We had testimony and information before our committee that it would drive every American flag off the ocean. We had information that four large steamers, which are proposed to be put upon the Pacific Ocean to ply in the trade with China, would never so be placed and would be run under a foreign flag. On the eastern coast we had testimony that a large six-masted schooner that had been built for trade in the Orient would never be sent around Cape Horn if this provision was left in the bill.

Furthermore, Mr. Chairman, your committee took into consideration that that question was beyond the scope of present legislation. Heartily in sympathy with the protection of our operatives on land, we determined to put into this measure the restrictions we have on the immigration of the Chinese. I will now come to the other point, which was the only class that the gentleman attacked in regard to the provision that has been laid down in restricting them from coming into this country, and that was the term "teacher." He showed the high state of general education in China, that everyone was compelled to go to school, and therefore it was likely that these people would come into this country in the form of teachers. Why, sir, in the interrogatory I put to him he involved the institutions of our country in bad faith, if they would enter into collusion for the migration of these people. He did not read the entire paragraph. His argument was specious. I will read it for the information of the House:

SEC. 6. That the term "teacher," as used in this act, shall be construed to mean one who, for not less than two years next preceding his application for entry into the United States, has been continuously engaged in teaching and who proves to the satisfaction of the appropriate officer that he has completed arrangements to teach in a recognized institution of learning in the United States and intends to pursue no other occupation while in the United States.

The two conditions that the gentleman from Missouri omitted were, one, that he should prove to the satisfaction of the United States officer his intent, and the other, that he must prove that he was going to continue in the occupation of a teacher in this country. Why, Mr. Chairman, the compliance with the requirements of this act would make it simply impossible for anybody to evade it, and the Chinese who come here with honest intentions to teach in this country and to learn, if necessary, and to understand our institutions and to carry the information back should be admitted, in my judgment, as freely as possible. The gentleman from Missouri is much more expansive in his statements than he is in his ideas of expanding our country. With the greatest solemnity he announced that there were a million and a quarter of Chinese in the Philippine Islands. When if he were present the day that Governor Taft appeared before our committee, he would have heard his reply to that question put to him that there were about 150,000 Chinese in the Philippine Islands and 250,000 at the outside.

Mr. CLARK. If the gentleman will permit me, here is what I said: That the number of Chinese of the whole blood and of the mixed blood, according to the evidence before the committee, ranged from about 200,000 to a million and three-quarters. Mr. Livornash said there were about a million and a half in the whole gang.

Mr. ADAMS. I will take the statement of Governor Taft as against that of Mr. Livernash; for, if anybody heard his argument, he knows he is an extremist, and, representing the local people I have already referred to, he would be extreme in his statements.

Mr. CLARK. The statements of those two gentlemen do not conflict much. Governor Taft evidently was confining himself to the full blood and Mr. Livernash to the mixed blood.

Mr. ADAMS. I will say to the gentleman from Missouri that we did not carry our definition of Chinese down to the same fine point that he does his of the negro. He will trace it down to the thirty-third generation.

Mr. CLARK. That is what Booker Washington says.

Mr. ADAMS. That is all right. I am not quoting him; I am quoting you.

Mr. CLARK. Well, I am quoting him.

Mr. ADAMS. Well, you are quoting a very good man; but I am only saying that that does not hold good, for in this country where would you place the men who have mixtures of blood in their veins, men who make our people what they are. Take the fourth generation of the German and the fifth generation of the Irish, and where are you going to put them?

Mr. CLARK. They are all white and they all become Americans.

Mr. ADAMS. Where are you going to put them?

Mr. CLARK. Right along with us.

Mr. ADAMS. Is he of German descent or Irish?

Mr. CLARK. Why, no; they are Americans.

Mr. ADAMS. Now, Mr. Chairman, in further reply to the section of this bill which prohibits the employment of Chinese on the Pacific Ocean, I have given the facts that appeared before our committee, that it would practically drive our commerce off the Pacific. I can not help stating here—my interest is so deep in the subject—that the provisions of the ship subsidy bill as it now stands would cover this, for it insists on an employment of a certain proportion—one-third at the beginning—of native or naturalized Americans, and increasing as time goes on; but the great question involved in this bill, and why our committee have made it as stringent as in our judgment it is safe to go, is to refer once again to the conditions under which we must develop our trade in the Orient.

It is absolutely essential that we keep the good will of China in that respect. It is absolutely essential that we have their merchants coming to our country to report on what we have to deliver to them for sale, and in the exchange of commodities. The bill is framed in the broad, liberal spirit which should dominate our country. We have already discriminated against China, keeping out the coolies, which I admit is necessary, and we are all together in that; but I protest against any over-strict regulations which would stop all intercourse between the educated of both countries. It is not in keeping with our American civilization, it is not in keeping with the views of the American people. We believe in the exchange of ideas.

China was civilized for centuries while we were wandering Huns and Goids in the forests of Europe and wild men on the heather of Scotland and Ireland. I believe China can teach us much out of her past history and much of her great sciences that were known to her before we were ever heard of. I want intercourse between the two countries. I want that development between the Orient and the rapidly growing West which will lead to the advancement of the world and to the benefit of mankind at large; and I believe, Mr. Chairman, that this bill as it has been framed by our committee is liberal in that direction, and I believe it will meet the consensus of opinion and the best judgment of this House. [Applause.]

Mr. KAHN. Mr. Chairman, it may be assumed that the committee, in stating that they were all agreed that Chinese laborers should be excluded from the United States, voiced the sentiment of almost all the people of the United States. The members from the Pacific coast, Senators and Representatives, met frequently after this Congress was convened and agreed upon the provisions of an exclusion bill.

It has been said that that measure was extremely stringent. Mr. Chairman, the people of the Pacific coast have had a large experience with this question. They did not always ask for stringent laws. Indeed, the early legislation upon this question was exceedingly mild, was exceedingly moderate; but the duplicity and the trickery of the Chinese themselves made it necessary from time to time to add new restrictions, to make new regulations in order that the cooly laborer whom we were trying to keep out of the country should not be allowed to land upon our shores.

It may not be amiss at this time to state briefly the history of Chinese-exclusion legislation. The first act upon the subject passed Congress in 1879. Its purpose was to limit the number of Chinese that each vessel could bring to any port of the United States.

At that period in the history of California, the cooly class was

arriving through the Golden Gate by the thousands every month. They had driven out the white skilled mechanic in the manufacture of shoes, cigars, brooms, underclothing, and overalls. They were making steady inroads in the field, the farm, the factory, and the workshop, and alarmed at the unrestricted immigration of this people, who, as a result of forty centuries of privation, had learned to support life upon the smallest quantity of food, whose creature comforts were few, who knew none of the blessings of home life, and who had a reserve population of 400,000,000 of equally undesirable elements to draw upon, caused the people of the Pacific coast to raise a cry of alarm which Congress did not fail to hear. The President, however, believing that the proposed legislation was in violation of treaty obligations, vetoed the bill, but forthwith appointed a commission to negotiate a new treaty that would give our Government the power to regulate Chinese immigration.

The Commission negotiated two treaties—one to regulate commerce, the other to regulate the immigration of laborers. These treaties were ratified on November 17, 1880, and in consonance with the provisions of the latter treaty Congress passed an act to suspend for the period of twenty years the further immigration of Chinese laborers. President Arthur vetoed this bill on account of the twenty-year limitation, but on May 6, 1883, an act was approved that for a period of ten years suspended the coming of Chinese laborers into the United States. The people of the Pacific coast States hailed this legislation with delight and believed that the flood of Chinese immigration had been effectually stopped.

Within a year it was discovered that the act of May 6, 1883, was seriously defective, and so Congress enacted a law amendatory thereof on July 5, 1884. By the provisions of these laws any Chinese laborer who had been in the United States prior to the enactment of the law of 1883 was permitted to return to this country. This provision gave rise to no end of fraud. By a decision of our courts it was held that parcel evidence was sufficient to establish the prior residence of a Chinese laborer in this country.

With a supreme contempt for our judicial system and with a duplicity that is almost unparalleled among the nations of the earth, hordes of Chinese laborers did not hesitate to swear themselves into the country as former residents, and the acts of Congress, which the people of the Pacific coast had hailed with joy and expectancy, were soon found to have turned out "Lead Sea fruit." The invasion of the cooly laborer was not arrested. He migrated to our shores in practically undiminished numbers. The suspension of immigration was found to be no remedy for the evil, and so the Administration at that time negotiated a new treaty with China, which was intended to give our Government the right to absolutely prohibit the coming of Chinese laborers into the United States for a limited period.

Believing that this treaty would be ratified by China, Congress passed an act, approved September 18, 1888, which was to go into effect upon the ratification of the said treaty, and shortly after, on October 1, 1888, the so-called Scott Act, which was intended to cure many of the defects of earlier legislation and which was supplementary thereto, became the law of the land.

But the treaty upon which the law of September 18, 1888, was predicated was never ratified by China, and there has always been a contention among able lawyers as to whether that act went into effect, notwithstanding the nonratification of the treaty. This act of September 18 is one of the great bulwarks of the existing exclusion laws. It is given force, however, simply by the decision of the Solicitor of the Treasury, who has held that all of the act, from section 5 to section 14, inclusive, with the exception of section 18, went into effect, notwithstanding that the treaty upon which it was based failed of ratification. At the present time, as my friend from Missouri has said, there is a case pending in the Supreme Court of the United States which tests the validity of this act of September 18, 1888, and should the Supreme Court decide adversely to the Government we would be left with practically no exclusion laws, except the totally ineffective suspension laws of 1882 and 1884, for the Attorney-General has held that the Scott Act, of October 1, 1888, was repealed by the treaty of 1894.

In 1892, the period of the first suspension law being about to expire, Congress enacted the so-called Geary law. Its first paragraph continued all the laws then in force prohibiting and regulating the coming into this country of Chinese persons or persons of Chinese descent for a further period of ten years. The rest of the Geary law provides for the registration of all Chinese in the United States and the issuing to them of certificates of residence. In case they failed to register, they were to be deported to the country of which they were subjects or citizens.

The Chinese in this country fought the registration provisions of the Geary law in the courts, but finally the Supreme Court sustained its constitutionality. In the meantime, the Chinese, with few exceptions, had refused to register, and the limitations fixed by the Geary law upon the period within which they were



allowed to register had expired. In order that there should be no hardship imposed upon the Chinese who were then in the country, and who had failed to comply with our laws—and I do not doubt but that they were acting under legal advice that had been given them in all good faith—Congress passed the act of November 8, 1893, which was intended to give all Chinese laborers who were in the United States at that time six months further time within which to register.

It also defined the words "laborer or laborers" and the term "merchant." There had been a great deal of litigation in our courts to secure a judicial determination of what was meant by laborer and what constituted a merchant under the provisions of our exclusion laws. It also provided that the certificate of registration should contain the photograph of the applicant, and this provision has certainly done much to break up the fraud that had been practiced under the provisions of the earlier enactments.

After the Supreme Court had sustained our right to register Chinese laborers in this country, the Chinese Government negotiated a new treaty with our Government in March, 1894, acknowledging our right to absolutely prohibit the coming of Chinese laborers into the United States except under the conditions specified in that treaty. It was promulgated December 8, 1894. Under Article III thereof, Chinese subjects being officials, teachers, students, merchants, or travelers for curiosity or pleasure, but not laborers, were continued in their right of coming to the United States and residing therein. In recent years the frauds that have been attempted and that have been committed in the matter of bringing Chinese laborers into this country have been practiced principally under the exemptions of these privileged classes.

At the beginning of my address I stated that the Chinese, as a race, are known for their duplicity, and that this duplicity has compelled us to safeguard, as far as possible, every possible loophole in our exclusion laws. This characteristic permeates every grade of society. The Emperor is no more exempt from it than the cooly. Indeed, there are numerous instances in Chinese history where the Emperor deliberately tricked the representatives of foreign governments and practiced deceit upon his own people without hesitation or compunction. As early as 1793 the British Government sent an embassy, under Lord Macartney, to the Emperor Chien Lung. This potentate, with a great deal of flourish and ostentation, graciously condescended to receive the English lord. But in order that the Chinese people might be deceived as to the true intent of the embassy Chien Lung had a flag raised upon Lord Macartney's vessel which bore upon it the inscription, "Tribute bearer from the country of England."

Again, in June, 1873, the world was cheered with the intelligence that the Emperor Tung Chih had finally consented to receive the foreign ministers at Peking in audience. The whole civilized world regarded this act as a great triumph for occidental firmness and diplomacy. But after the audience was over the joy turned to chagrin, for it was discovered that the ministers of the great powers of the world, including the American minister, Hon. Frederick F. Low (I believe he came from California), had been received by the Emperor in the "Pavilion of Purple Light," where his majesty invariably gave audience to the envoys of "tributary states." This was doubtless done to deceive the common people of the Celestial Empire.

The same thing occurred under the present Emperor, Kwong Sui, in 1891, but after this second audience the diplomatic corps firmly denounced this act of duplicity by passing resolutions that they would forego the ceremony rather than again submit to the indignity. I could give many similar cases of official duplicity, but I merely cite these instances to show that even the highest in authority are guilty of the same trickery that we find among the common people.

It has been maintained that the attitude of our Government is exceedingly severe in the matter of Chinese exclusion; that our laws have been becoming more and more stringent and drastic; but I submit that if the Chinese people themselves would deal honestly with us, and if they resorted less to trickery and duplicity to circumvent our laws, there would be no need of closing up all possible loopholes in the law with the seemingly severely restrictive measures that the Chinese themselves make necessary.

I have already stated how they perjured themselves under the acts of 1893 and 1894 by swearing that they were laborers in the United States prior to the passage of the former act, and that therefore they had the right to return. Thousands of them who had never been in the United States before managed to gain ingress into the country by this system of perjury. They have invented all kinds of "coaching papers," which are sent to China from this country in the form of questions and answers so as to enable the prospective Chinese immigrant to evade the questioning and cross-examining of the inspectors at our various ports of entry. And in a few instances they have been caught smuggling

written information and instructions in shrimp pates and other articles of food to some tricky cooly on board of a newly arrived ship, so as to permit him to baffle the efforts of our inspectors in his desperate endeavor to effect an entrance into the United States.

Thousands of alleged natives have crossed our borders in New York and Vermont alone, and I desire to quote from the report of Ralph Izard, a Chinese inspector in the Bureau of Immigration, made to the Commissioner General of Immigration on November 26, 1901, in which he shows a condition of affairs that speaks more eloquently than words of the thorough recklessness with which Chinese perjure themselves.

Mr. Izard says:

Since the decision of the United States Supreme Court in the Wong Kim Ark case, in which it was held that all Chinese persons born within the United States of Chinese parents, regardless of the status of these parents, were entitled to full citizenship in this country, it is safe to say that at least 5,000 Chinese have been admitted through the United States courts in the States of New York and Vermont as native-born citizens of this country, upon the perjured testimony of pretended fathers and other relatives. While it is well known that during the period of their alleged birth in San Francisco, namely, from 1875 to, say, 1884, there were no more than a few hundred Chinese women in San Francisco; that at this time they were being admitted with more and more freedom; that practically none returned to China during the period above named; that there is little question but that at least 80 per cent of such as were admitted were brought from China and sold for the purpose of prostitution; yet the invariable testimony of the witnesses for the defendants is to the effect that at the age of 5 to 8 years the defendant returned to China with his mother and both remained there.

The records of the commissioners' courts in northern New York and Vermont alone, according to sworn testimony of witnesses for alleged native-born Chinese, would require the annual departure from San Francisco, extending over a period of seven years, of twice as many Chinese women, including prostitutes, as ever dwelt in that city, and each one accompanied by from one to two healthy boys.

Now, that was in the matter of natives alone. But they have tried to bring into the country, under the guise of merchants, students, teachers, persons traveling for curiosity or pleasure, a great many cooly laborers.

Mr. WM. ALDEN SMITH. Does the gentleman refer to the Chinese Government?

Mr. KAHN. No; I exonerate the Chinese Government. I do not think they have any knowledge of this business. But our Immigration Bureau, by a system of rigorous investigations and examinations, eventually broke up the scheme of evasion by the so-called natives, and consequently new schemes were resorted to in order to circumvent the laws. The loopholes offered through the channels of existing law and regulations, so far as officials, teachers, students, and persons traveling for curiosity or pleasure are concerned, were soon closed up, but not before an effort had been made by interested parties to smuggle laborers into the country under the guise of each one of these privileged classes. The result of these efforts to circumvent the law was the promulgation by the Treasury Department of regulations defining in clear and unmistakable terms the status of these privileged classes. These definitions have had the desired effect, and to-day a bona fide Chinese official, teacher, student, or person traveling for curiosity or pleasure has little difficulty in establishing his right of admission into our country. The present bill undertakes to give the Treasury regulations defining the status of the privileged classes the full force and effect of enacted law. These are some of the sections of the bill which are denominated "drastic." Yes; they may be "drastic" to the unscrupulous evader of the law. They may be "drastic" to the men who desire to see our exclusion laws abrogated, but they have not been found "drastic" by the good-faith Chinese, who have endeavored to come into this country by reason of his bona fide status as one of the privileged classes.

But perhaps the most prolific source of fraud has been in the matter of Chinese laborers who endeavor to masquerade as merchants. Under existing law a Chinese merchant can come to this country, provided that he can produce a certificate from his Government or the government where he last resided, vouched by the diplomatic or consular representative of the United States in the country or port whence he departs. I think I can safely say that 90 per cent of the cases that are refused admission into this country are those of so-called merchants.

The term "merchant" as applied to Chinese has an entirely different meaning from what we consider the term to mean, and it is this ignorance of the so-called Chinese merchant class that makes many of our countrymen believe that our exclusion policy should be liberalized so far as this particular class is concerned. Many of the merchants of that race in this country came here as coolies. After having saved a little money they open a little shop and thereafter are classed as merchants. A number of such laborers will frequently put their joint earnings into a common fund and then each man becomes a partner in the concern, his interest being equivalent to the amount that his investment bears to the capital of the partnership. We of the Pacific coast, who know the Chinese better, perhaps, than our Eastern brethren, do not regard all of this class with the same reverence that they do.

It is this so-called merchant class that is largely responsible for

the commission of most of the crimes committed by the Chinese in this country. It is they who import Chinese girls into this country for immoral purposes. It is they who hire highbinders and murderers to assassinate their business and personal enemies. It is they who own the gambling houses and the lottery joints. It is they who are the owners of opium dens and whose money is invested in houses of ill fame. Of course I do not intend to say that all Chinese merchants are of this class, but I do say, and I challenge contradiction, that a large number of Chinese merchants in this country are guilty of the things that I have mentioned.

The Rev. Ira M. Condit, D. D., who has been engaged in Chinese mission work for many years, in his recent work entitled "The Chinaman as We See Him," says of the traffic in Chinese women:

In Canton, Hongkong, and Macao are houses used for the sole purpose of training up young, innocent girls for a life of shame. None are too young to be secured, as they can be kept in these nurseries of hell until they are old enough to be sent out to their vile life.

There are different ways of procuring young victims. Many agents make this their sole business. They find parents who are so poor as to be willing to sell their daughters for a trifle; or who, to secure money for the vice of gambling or opium smoking, are willing to sell their girls to these traffickers in the flesh of innocent little girls. When the supply is scarce there are gangs of kidnappers who steal or inveigle young girls from their homes. In these ways a large supply is kept constantly on hand across the waters.

On this side there are agents whose only business is negotiating with parties in Hongkong to import these victims to our country. They are made willing to come by the promise that in this land of gold are wealthy merchants who want them for wives. Written statements are sent over for these girls to commit to memory and repeat, when questioned by officials on this side, such as they are coming to join their father or brother or relative of some sort. Since the passage of the exclusion law the only plan on which they can land is that of being American born. Hence fathers, brothers, uncles, and cousins are trained to play their part in testifying that the girl was born here and sent back when small. Highbinders generally act this part for a certain percentage on each one successfully landed.

It is known that a girl costing from \$100 to \$200 in China is worth here from \$1,000 to \$3,000. Since the enforcement of the restriction law, and the consequent greater difficulty in landing them, the market value of these girls has greatly increased. When they are safely landed, if not previously disposed of, they are decked out in gorgeous silk clothing, with gaudy jewels and highly-painted faces, and placed on exhibition for purchasers to see. When sold they are passed over to their reputed "husbands" to find themselves only brothel slaves.

There is a class of little girls brought over who are held in families as servants. Few Chinese homes are to be found without having in them one of these bond slaves. They are compelled to do the drudgery of the household. Often they are well treated, as it is the intention of the owners to sell them as wives when they become older; and they are in this way a valuable piece of property. But often they are intended for a desperate life, and are treated in a most cruel manner. Some of them who have escaped to the home have shown marks of the most brutal treatment. They are beaten, dragged by the hair, burned with hot irons, and scalded with boiling water.

The slaveholders do not easily give up their prey. Writs of habeas corpus are generally resorted to, and our American laws used to permit the return of escaped slaves into the dens of Chinatown. The arrest of girls and the attempt to get them out of the hands of those who are seeking to save them is done by villainous highbinders.

The Chinese laborers are not identified with these transactions. They have not the means at their command. They can not afford to hire highbinders. They have no families. It is only the merchants who are so situated. The bond slaves that the reverend gentleman speaks of are servants of the merchant class; but if this were not sufficient evidence to prove that it is this merchant class that is guilty of these outrages, I submit the translation of a circular which was posted throughout the walls of Chinatown on the 4th of February, 1901. The translation was made by John Endicott Gardner, United States Chinese inspector and interpreter at San Francisco.

[Circular.]

#### NOTICE OF SALE.

The stock in trade and good will of a house of prostitution for sale. Madame Law Wong Tsut, of this city, secretly escaped and returned to China on the 14th day of the present month, leaving behind the business, stock in trade of the house of prostitution on Sullivan Alley. Madame Law Wong Tsut owed a lot of money on goods advanced to her by people of wealth. The creditors have agreed to take the whole business and sell it to pay her debts. Any countryman wishing the business, let him go to the house of prostitution and talk to the creditors. As to the amounts owed by Madame Law Wong Tsut, they will be reported by the 20th of the month. Bills will be presented up to that time and not after. This notice is given so that there may be no after talk.

Dated Kwong Sui, 20th year, 14th day, last month (February 4, 1901).

"(The expression 'stock in trade' means the slave girls kept as prostitutes. The idea the Chinese would take out of that expression is that these girls would be auctioned off and nothing else. Note by translator.)"

I have in my possession here a solar-print copy of the original document in the Chinese language.

This, if you please, is the merchant class of whom we hear so much. These are the people whom it is desired to let in with a greater ease.

Referring to the highbinders of San Francisco the Rev. Dr. Condit has this to say:

On this coast there are many highbinder societies. Some are branches of the Chee Kung Tong, and are organized for special kinds of work; but many of them are rival gangs. Some are especially connected with the gambling interests, some are organized to protect the brothels, and some for the importation and traffic in women.

In case a woman seeks to escape from her life of slavery, as often occurs, the most common way of dealing with her is for a highbinder to swear out a charge of grand larceny against her, and she is cast into prison by the officers of the law. This puts her into the power of her owner, and if she returns, as she often finds it best to do, he lets the case of larceny go by default. But if she can get to the Refuge Home the missionaries can generally protect her from those who would drag her back to infamy. Woe, however, be to the Chinaman who helped her to escape if he is found out!

If a man is to be gotten rid of, the highbinder man stand ready, for a consid-

eration, to undertake the task. In secret conclave they deliberate over the case of one who has offended them, and select the agent who is to make away with him. He gets a round sum for the job. If arrested, they agree to clear him in the courts; if he is imprisoned or killed, a goodly amount is given to his family. Few Chinamen have the courage to stand against the fiat of this dark tribunal, and they all fear its power much more than they do our own courts of justice. They have different ways of dealing with those who have incurred their enmity. It is not deemed prudent to assassinate them, charges are made out against them in our courts by means of false witnesses. A complete chain of evidence is forged by which many an innocent man is condemned. It is not only difficult to clear one against whom the highbinders have laid charges, but it is equally difficult to convict one whom they have undertaken to defend.

Many are laid under tribute to their blackmailing schemes. Their victims generally find it wiser to submit to their demands than to offer resistance and be ruined in their business, or lose their employment, if not their lives. The revenue of these hateful societies is very large, hence they never lack for money to carry on their nefarious work. Money and cunning seldom fail to thwart the ends of justice and accomplish what they undertake.

The highbinders have their regular band of paid fighters, who wear chained armor, carry revolvers, knives, and other kinds of concealed weapons. Nearly all the shooting affairs in the Chinese quarters of San Francisco and other towns may be laid to their charge. The street battles which so often occur are brought about by a contest between rival gangs. Perhaps there has been some slayings of a girl, who was under the protection of some other society, or blackmail is levied by a rival gang, or in some way the rights of others are encroached on and a deadly contest arises, which nothing but blood can wipe out.

These hired assassins are not employed by laborers. The poor laborer, working for a pittance, has no need for these scoundrels. It is the well-to-do merchant class, if you please, that alone can afford the luxury of hiring an assassin to put a rival to death.

Mr. WM. ALDEN SMITH. Are the laws of California powerless in such cases?

Mr. KAHN. The laws of California are not powerless; and I am glad the gentleman has referred to the matter. The laws of California are ample; but I stated at the very inception of my argument that these people go into the courts and swear to almost anything. It is very difficult to get a conviction on the charge of perjury. So cleverly do they plot and execute their crimes that during the year 1901 there were committed in Chinatown, San Francisco, a part of my Congressional district, 17 murders, and not in a single instance was the assassin apprehended.

Let me tell you just what that would mean if that same ratio of capital crime were committed in other parts of the United States. I will give it to you in the exact figures. The urban population of the United States in 1900 was 35,849,516 persons. If that same ratio of murder had existed in the various urban settlements of the United States it would have aggregated the startling total of 23,684 homicides. You ask me if the laws of California are not able to reach these people. Yes, they are; they are adequate, but the Chinese works in the dark in many ways.

For ways that are dark  
And for tricks that are vain  
The heathen Chinese is peculiar,  
Which the same I shall always maintain.

[Laughter and applause.]

It is this merchant class also that has been most indefatigable in its efforts to break down our exclusion laws. To the average Chinaman a Government official is the embodiment of venality and corruption. All travelers in China admit that the Chinese official class are corrupt and dishonest. Reinsch, in his World Politics, says:

It is accepted calmly and as a matter of fact that those in office should provide for themselves and their relatives, while every group of relatives hopes in time to be made happy by the preferment of one or more of its members.

The inspectors at San Francisco have repeatedly told me of efforts made to bribe officials, and when the corrupt offers are spurned the wily Chinese begins to prefer charges against the inspector and does everything in his power to make his position a burden and a discomfort. I think I can safely say that nearly every inspector at San Francisco has been at various times under charges simply because he has endeavored to perform his duty faithfully and honestly.

But the most recent method employed to evade our exclusion laws was in the matter of Chinese laborers who desired the privilege of transit across the territory of the United States in the course of their journeys to or from other countries. Under the treaty of 1894 this privilege was to be continued to Chinese laborers, subject to such regulations by the Government of the United States as may be necessary to prevent said privilege of transit from being abused. It was recently discovered by the Treasury officials that large numbers of Chinese were being given this privilege of transit, and that subsequently they would leave the steamer upon which they had departed from the United States at the first Mexican port, and so would return overland across our border. It was only within the past year or two that this practice was unearthed. Since then our Treasury officials have made a strict investigation of every case, with the result that several hundred of these transit passengers have been returned to China.

The bill now under consideration seeks to enact into law necessary provisions for regulating these transit passengers. Under the existing treaty the Government of the United States may

make such regulations as may be necessary to prevent the privilege of transit from being abused. Acting upon this provision of the treaty, the Treasury Department formulated and issued the necessary regulations; but it has been contended that the Treasury Department is not the "Government of the United States," and a case is now pending in the Supreme Court of this country to determine whether the Treasury Department has exceeded its authority in making the regulations that are now in force. If the contention that the Treasury Department had no such authority be correct, then all our existing regulations upon this subject will fall to the ground and this great loophole for fraud will be left unguarded. But I firmly believe that it is the desire of Congress to safeguard the interests of the laborers and mechanics of the United States, and I am satisfied that the sections incorporated in this bill to regulate the transit of Chinese laborers going to or coming from other countries will meet the hearty approval of the membership of this House.

Mr. Chairman, I am not unmindful of the sentiment that prevails in this country regarding the upbuilding of our trade with the Orient, and with China in particular. There is no disposition on my part to do anything to decrease or in any way hinder the development of our commerce with China, but I am free to admit that I think the possibilities of that trade have been greatly exaggerated.

It is true that for the time being and probably for some time to come our trade will increase with that country. It has constantly increased heretofore, notwithstanding the policy pursued by our Government in the matter of the exclusion of Chinese laborers. It has risen and fallen just as the trade with China of the other great commercial nations of the world has risen and fallen, the increase or decrease being invariably due to local conditions in China.

An effort has been made to lead the American people to believe that our exclusion legislation has at various times materially affected our commerce with the Celestial Empire, but an investigation of the facts will readily disclose that such statements are not based upon truth. For instance, in the year 1891 our trade was \$3,701,008. In 1892, at which time the Geary law was enacted, it fell to \$3,068,497, and then to \$3,000,457 in 1893 (the year in which the Supreme Court declared the Geary law constitutional), and rose to \$5,802,420 in 1894, after our latest treaty with China was ratified. An attempt has been made to draw from these facts and figures the inference that our trade relations with that country were influenced by our attitude in the matter of our exclusion policy. But let us examine China's trade with other countries:

In 1891 the United Kingdom did a trade with the Chinese Empire, exclusive of Hongkong (British) and Macao (Portugal) of £6,525,002. In 1892 this fell to £5,883,507; in 1893 to £4,689,330, and in 1894 to £4,363,536. And yet England passed no Geary law nor any other kind of an exclusion bill.

Again, France, which never passed an exclusion law, did a trade with China of 10,844,040 francs in 1891. This fell to 7,244,480 francs in 1892, and to 5,690,600 francs in 1893. In 1894 the trade suddenly rose to 19,971,508 francs. So that the experience of the French merchants, who lived in a country where the matter of an exclusion law had never even been suggested, found their trade fall and rise again, just as our trade has fallen and risen. All of these figures that I am quoting are from the Bureau of Statistics of our Treasury Department.

And so with Germany. In 1891 her trade with China was 88,280,000 marks. In 1892 it fell to 80,115,000 marks. In 1893 it rose to 88,445,000 marks, but in 1894 it fell back to 28,440,000 marks. And Germany has no exclusion laws. I am satisfied, however, from my intimate knowledge of German character, that if the interests of German mechanics and laborers were jeopardized by the threatened invasion of thousands of the pauper laborers from the Chinese Empire, it would not be long before the German Parliament would pass all needed legislation to afford the necessary protection to her own working classes.

Mr. WM. ALDEN SMITH. Do the Chinese go to those countries?

Mr. KAHN. They do not go to those countries. Those countries are not as accessible as the United States to the inhabitants of China.

It is universally conceded that commerce is not influenced by sentiment, and that commercial peoples purchase where they can buy to the best advantage. It has been admitted in the hearings on the exclusion bill before the Senate Committee on Immigration that China is no exception to this rule. Her trade with us at present is principally in the purchase of drills, jeans, sheetings, flour, raw cotton, machinery, and kerosene oil. Since the Japanese war China has made a remarkable progress in the development of her mines and the construction of railways. We have had a considerable portion of the trade developed by reason of the activity in those directions. We have succeeded also, for the time

being, in supplanting, to a large extent, English manufactured cottons, especially in the northern provinces of China, by reason of the fact that we manufacture a heavier grade of goods, which are preferable in the cold climate of the north provinces.

The British consul at Nuchwang reported to his Government in 1899:

That the Chinese prefer to go on buying the original brand of which they have had actual experience. The Chinese dealer will not change his usual purchases for new classes of goods, but as soon as equally good or even superior and cheaper goods are brought to his notice he will not hesitate to change his custom. It is perfectly immaterial to him whether the goods he deals in are manufactured in Great Britain or in the United States of America, and as a matter of fact I have asked native wholesale merchants here if they could tell me where the favorite sheetings and drills consumed in Manchuria are manufactured, and they have confessed their entire ignorance of the country of origin, stating at the same time that they merely indent for their purchases by the special brand or "chop." I am told that the proof of the superiority of the American goods is in the washing. When the English goods are washed and the heavy sizing removed, they are inferior to the American article when similarly treated.

But China herself is now manufacturing the cheaper grades of cotton goods, and no reasonable being can doubt that she is ultimately destined to retain her own market for the better qualities. Cotton mills have already been established at Shanghai, Ningpo, Wochung, Soochow, Hangchow, and several other ports. Consul-General Jernigan, in a report to our State Department, in discussing this question of Chinese competition in the great manufacturing industries of the world, says:

The influence of the cheap labor of Asia and its products upon future prices has become a subject of international importance, but the products of this labor in China in its competitive bearing upon the products of American labor is of more interest to us. The American laborer is very properly protected against the competition of the Chinese laborer on American soil, and such protection in no sense discredits the industry of the former; but whether the products of the Chinese laborer will seriously compete in American markets with the products of the American laborer is more the question of the hour. In this report I have indicated the belief that competition is not so much to be apprehended in our home markets as it is in the markets of China for our home products, and the plain facts would seem to justify the belief. There has been, and is now, a valuable demand in the markets of China for the products of British and American looms, but when the desired quality of cotton goods at present imported from Great Britain and the United States can be manufactured in China from the products of her soil, it is unreasonable to expect the importation from foreign countries to continue in such large quantities.

I recommend that to some of my friends from the New England manufacturing States and the Southern States—

and when the products can be produced in necessary quantity on the soil of China and at a far cheaper price, as well as manufactured in China, also at a far cheaper price, it is no longer a question that cotton made and manufactured in China will supply the demand of Chinese for cotton goods. It will, and it therefore follows that the competition will first begin in the markets of China. The prices \* \* \* sold a Chinese laborer are starvation prices to the American laborer, but the price of Chinese food is in proportion to the price of Chinese labor, and the money is received and the food eaten with contentment. Another consideration tending to cause this competition to be more energetic is that the machinery in the cotton mills of China is of the most improved pattern, and that quality as well as the quantity of the cotton goods will enter into the competition. It is certain that there can be produced in China a much superior grade of cotton to that now produced, and with improved machinery Chinese cotton mills will be able to supply the demand for finer quality of cotton goods, as they are now supplying the demand for the more inferior quality.

Mr. WM. ALDEN SMITH. The writer of that document does not say, does he, where that machinery is made?

Mr. KAHN. Much of it is now made in this country; but I want to call my friend's attention to this fact, that to-day in China, if you want a concession for anything there—for a railroad, for a mine, for a machine shop, for anything of that kind—there is invariably a provision inserted in the franchise that you must also open a school for the education of Chinese youth in the particular industry for which the concession is granted.

All writers agree that China has unlimited mineral resources. Her coal fields and her iron deposits will vie with those of the United States. I do not blame the Chinese for adopting this policy. I think it is farsighted; I think it is shrewd. But, sir, does any man who knows the character of that people—who, as Kipling says, "work and spread, pack close, and eat everything, and who can live on nothing"—that people "with a devil-born capacity for doing more work than they ought"—who will deny that when they have become proficient in the industries and professions which they are studying they will do their own developing without the aid or assistance of "foreign devils?"

Mr. WM. ALDEN SMITH. Is the gentleman able to fix any time when that will be realized?

Mr. KAHN. I am free to admit that for the present we shall have our share of the market. I think our trade will continue to grow—I feel certain that it will grow—even if we pass the most drastic kind of a law. But I simply submit that in the near future—and we talk a great deal these days about "the awakening of China"—I submit that the very market toward which we are looking with so much pleasant anticipation will drop away from us; we shall awake some morning to find that it has gone; that the Chinaman has shrewdly secured it for himself; and as I have said I do not blame him for doing so.

Perhaps there is no people under the sun with the imitative



ability and adaptability for all kinds of work and every condition of climate and environment of the Chinese race. They adapt themselves alike to the tropical heat of the Philippines and the icy cold of the Alaskan fisheries. They swarm in their own country by the millions. As I stated before, they have been injured to all kinds of privation for forty centuries. I again quote from the report of the consul-general at Shanghai as to the question of wages and prices in China:

\* \* \* Human hands are all too plentiful and human life is cheap, so that it comes to pass that many skilled mechanics receive but 15 cents Mexican a day, while master workmen get 20 to 25 cents, and the common laborer saves himself from starving on 2 Mexican dollars a month. These wages must be cut almost in half for expression in United States money. Frequently there are wives and children to be supported, too, but for the poorest families these members frequently find employment in some of the minor industries, the women, perhaps, in the manufacture of shoe soles, the children in making paper money for offerings to the dead or, as in Shanghai, in the manufacture of match boxes, and so the slender earnings of the husband and father are eked out.

A gradual introduction of some Western industries—the building of railways and other improvements in communication, the opening of mines, and the development of the other resources of the Empire—will no doubt improve matters to some extent by giving a better market to the productions of China, by diverting labor from overworked channels to new enterprises, and by creating a greater demand for labor, which will somewhat improve the wages; but as things are at present we can not view with indifference the prospect of bringing the products of our own wage-earners into competition with these cheap toilers.

How the masses of China can live on the wages paid will appear from the following table, in which the present retail prices of some of the commoner articles are given in Mexican silver:

Cents.		Cents.	
Beef	per pound.. 8	Morrows	per pound.. 2
Pork	do. 14	Onions	do. 8
Fish	do. 10	Rice	per picul.. 4
Eggs	per dozen.. 12	Bean oil	per catty.. 9
Cabbage	per pound.. 8	Peanut oil	do. 10
Carrots	do. 12	Flaxseed oil	do. 14
Celery	per dozen.. 12	Bean curd	per cake.. 12
*Dollars.		*Mills.	

Note.—One picul equals 53 pounds; 1 catty equals 14 pounds.

These are the published prices, but natives do not ordinarily pay as much as is here represented. These prices are somewhat higher than prevail outside of treaty ports, as the wages paid in Shanghai are also better than those received in the interior. The poorer families can not, of course, afford to eat meat often. Some will eat it twice a week; these are fortunate. Others count it a luxury to have meat once or twice a month. The vegetables are cooked in vegetable oil, so that even when there is no meat the food is savory and a certain amount of fat is obtained. Beans, too, are in a measure a substitute for meat. They are eaten in the form of bean curd, costing about 2 cash, or one-ninth of a cent in our currency, for a small cake that will suffice for one person at a meal. The poorest of families will live on 60 cash a piece per diem, which, at the present rate of exchange, is about 2 cents.

Under the guidance of Caucasian foremen these people can readily acquire the art of manufacturing fabrics by the most modern and improved machinery; and working as they do from sunrise to sunset practically the entire year for wages that would not support a 10-year boy in this country is there any doubt but that the fears expressed by our representatives in China, that the natives will ultimately absorb the greater part of the trade of the home market, are based upon substantial and logical conclusions?

But I am not content to rest my assertion upon this statement of an American consular officer alone. What do the representatives of other countries say in regard to this matter? Mr. F. S. A. Bonne, the head of a British commercial mission which traveled through central and southern China, observing and studying commercial conditions, in his report to the British Parliament, in May, 1898, said in part as follows:

The Chinese masses have always worn homespun cotton cloth for the most part, supplemented with imported drills and sheetings in the north and northwest, where it is cold and where domestic weaving is not common. The finer imported cottons, like sheetings, have been for the well-to-do only. About twenty-five years ago the import of foreign yarn—English and later Indian—led to the weaving of a cheaper cloth, which is displacing more and more native homespun. Before the war with Japan the Chinese were beginning to erect spinning mills, the enterprise being conducted in the half-hearted and incompetent way usual with them in large undertakings, and when, by the treaty of Shimonoseki (1895), foreigners obtained the long-coveted right to manufacture in China, four foreign-owned mills were put up in Shanghai, and others will follow. By the end of 1898 there should be about 500,000 spindles running in China. Mills have run in day and night shifts of twenty-one to twenty-two hours out of twenty-four in a year of three hundred to three hundred and twenty days, allowing for holidays. Taking the production per spindle at 10 ounces per day of twenty-four hours in a year of three hundred working days we arrive at an output of about 30,000 piculs of yarn. But considering that the operatives will nearly all themselves have to be first made out of raw hands that have never seen a power machine, it can scarcely be expected that even this result will be reached for a year or two. The import of cotton yarn into China during 1898 was 1,401,555 piculs.

It might be expected that the native yarn would reduce this foreign import, and some day this will no doubt happen, but I believe not yet.

In regard to wages, employers in China are at a great advantage. The wages of an adult man on the Lower Yangtze for a day of twelve hours for, say, three hundred and twenty days in the year in such industries as native hand weaving and dyeing, average, at the present gold price of silver, 16 to 18 cents a month, all included. Wages may be expected to rise somewhat in the future for the more skilled classes of labor, as the number actually efficient must be limited, at least until the system of apprenticeship, which is universal in China, has had time to take root in regard to the new industry, but any great change in the level of wages among the plain workers must be very slow, as the operatives will have pressing upon them the mass of millions of cheap workers with just as good capacity as themselves, unless, indeed, manufac-

ture is congested in one place and labor allowed to get into the power of Chinese middlemen. The truth is that a man of good physical and intellectual qualities, regarded merely as an economical factor, is turned out cheaper by the Chinese than by any other race. He is deficient in the higher moral qualities, individual trustworthiness, public spirit, sense of duty, and active courage. A group of qualities perhaps best represented in our language by the word mendacity, but in the humbler moral qualities of patience, mental and physical, and perseverance in labor he is unrivaled.

In regard to capital, the third agent besides land and labor in production, the Chinese have not sufficient to develop their country, even with the present backward methods of industry, and interest is accordingly very high. The country does not produce the precious metals to any extent, and the Chinese have, it is believed, no more of silver and copper than is required for the ordinary circulation; but they are likely to get ample capital for enterprises under foreign management from abroad, and there is no more promising field for the investment of English capital.

From this report is there any doubt but that when foreign capital is introduced into the Chinese Empire, with the low rate of wages and the low cost of living, the inhabitants will be able to manufacture at home everything that they will require in the way of cotton goods?

In October, 1897, a French commission that had been sent to China to investigate commercial conditions reported that "the exceedingly rich soil is capable of producing incalculable quantities of cotton." So that it will be seen that she will not be lacking in the production of raw materials either. True, at present she does not grow the finer grades of cotton, but nearly all writers upon the subject agree that in time she will be able to materially improve the standard of the crop produced.

Mr. Chairman, since the enactment of the law of November 3, 1898, which is the latest general statute on Chinese exclusion, new conditions have arisen, new questions confront us. We have acquired the islands of Porto Rico, Guam, Tutuila, the Hawaiian Islands, and the Philippines. In the latter group the Chinese have already secured a firm foothold. But Congress in extending our exclusion laws over the Hawaiian Islands was also determined that the Chinese in Hawaii should not be allowed to enter our mainland territory, and in the joint resolution of July 7, 1898, whereby the Hawaiian Islands were annexed to the United States, this provision was inserted:

There shall be no further immigration of Chinese into the Hawaiian Islands, except upon such conditions as are now or may hereafter be allowed by the laws of the United States; and no Chinese, by reason of anything herein contained, shall be allowed to enter the United States from the Hawaiian Islands.

Subsequently, on April 30, 1900, when Congress passed the law organizing the Territory of Hawaii, the following provision was inserted:

That Chinese in the Hawaiian Islands when this act takes effect may within one year thereafter obtain certificates of residence as required by "An act to prohibit the coming of Chinese persons into the United States," approved May 5, 1892, as amended by an act approved November 2, 1893, entitled "An act to amend an act entitled 'An act to prohibit the coming of Chinese persons into the United States,' approved May 5, 1892," and until the expiration of said year shall not be deemed to be unlawfully in the United States if found therein without such certificates: Provided, however, That no Chinese laborer, whether he shall hold such certificate or not, shall be allowed to enter any State, Territory, or District of the United States from the Hawaiian Islands.

The bill under consideration will exclude Chinese from all our insular possessions and will prevent those who are in those possessions from entering the American mainland. There are probably 200,000 Chinese of the full blood in the Philippine Islands. Those of mixed blood are many times more numerous, and it has invariably been asserted that these latter are a much more dangerous element, because they combine in themselves nearly all the vices of the Chinese and the Malays, with practically none of the virtues of either race.

It has been suggested that we allow a limited number of Chinese laborers to enter the Philippine Islands for the purpose of rapidly developing the resources of our new possessions; but experience has demonstrated the fact that there, as here, the Chinaman does not remain a laborer long. He has a remarkable aptitude for trade. He is a born trader and is always ready for a bargain. He soon becomes a small tradesman, and the hatred of this class in the Philippines by the native Filipinos is much more intense and is of a different character than is the dislike of the Caucasian mechanic for the Chinese laborer.

During the past summer I had the pleasure of visiting the Philippines, China, and Japan. Even in the cockpits, which are patronized by all elements in the community, and which one finds in every populous settlement, the Chinaman is not allowed to mingle with the natives. He is compelled to accept accommodations in a part of the arena especially set apart for him. Men of affairs in Manila informed me that the life of a Chinaman in the interior and away from the seaports is not safe. Members of the Philippine Commission state that an effort to let them enter the islands promiscuously would probably precipitate serious race difficulties, and I am firmly convinced that if we do not crowd his islands with Chinese the Filipino will ultimately be able to take good care of himself.

Mr. WM. ALDEN SMITH. Are they competitors to-day?

Mr. KAHN. In some lines.

Mr. SCOTT. Will the gentleman permit, just there, a question. Were there any restrictive laws in force under Spanish rule of the islands?

Mr. KAHN. I understand there was a head tax at that time. I am not sure. Governor Taft himself, who made the statement, said he was not positive, but he was under that impression.

Mr. SCOTT. Is it likely that many more Chinese would seek admission to the islands under American administration than under Spanish?

Mr. KAHN. No doubt of it; because the development of the islands will grow very much more rapidly.

But is it not the duty of the United States to preserve the islands for the natives thereof? Is it not better to retard exploitation, if need be, and thus enable the natives ultimately to participate in the development of their own land, rather than by opening the gates, allow a limited number of capitalists to aggrandize themselves at the expense of the population, whose future well-being should be our first and paramount consideration?

Governor Taft, Commander Harwood, who had several hundred Filipinos employed at the Cavite Navy-Yard, Brig. Gen. A. W. Greely, who was in the islands superintending the work connected with the operations of the Signal Corps of the Army, and who had quite a number of Filipinos in his employ, all informed me that they were quick to learn and were good mechanics. Let us give them a chance. Let us extend our exclusion policy to these new possessions. I firmly believe that the future will amply justify our decision in this matter.

Mr. WM. ALDEN SMITH. As a matter of fact, we propose to prohibit them from coming there.

Mr. KAHN. Exactly; and they ought to be prohibited. The same restrictive measures that we have for the mainland of the United States should be enforced there, and I shall at the proper time offer some amendments to this bill, so as to extend all the safeguards which we have for our mainland to our island possessions.

Mr. Chairman, I have referred to the fact that I visited China last summer. I saw the Chinaman on his native heath. I had opportunities for observing him when he is "at home." A distinguished Chinese diplomat stated that:

All Chinese in this country come from two or three districts in the Canton Province; that we never find here any Chinese from the northern part of China or from the central part of China; that we never hear of a Chinese from Shanghai coming here.

It was my good fortune to visit both Canton and Shanghai, and to my mind the Chinaman who dwell in the native city in both these places are very much alike. They know absolutely nothing of sanitation. They wear little clothing. Even in many of the most pretentious shops the salesmen are naked to the waist and do not even wear shoes, stockings, or slippers. The only garment many of them had on was a pair of very loose cotton trousers. They seemed to have no private dwellings and "no good equivalent for home or comfort." The poet Coleridge in describing the city of Cologne said:

I counted two and seventy stench,  
All well defined, and several stinks.

But Coleridge never traveled through the streets of Canton. Had he visited that city, or Shanghai either, he would have simply been compelled to stop the count. [Laughter.] And Bayard Taylor says that Shanghai, in its horrid foulness, would be flattered by such a description. [Laughter.] All travelers in the Orient admit that Canton is even worse; and Canton, according to the Chinese officials here, furnishes and will continue to furnish most of the Chinese that come to our shores.

Many antiexclusionists tell us of the honesty of these people, their sobriety, their peaceability. I do not question the motives of these well-meaning but ill-informed persons, but the fact is that brigandage and piracy in the Canton Province are of the most commonplace occurrence. In traveling between Hongkong and Canton and Macao and Hongkong last summer the steamers in which I took passage compelled the Chinese passengers to go under the hatches, and as soon as we started on our journey these hatches were bolted down, while guards armed with rifles paraded up and down the deck so as to prevent possible pirates among the passengers from taking possession of the vessels and looting them.

Rev. George Cockburn, M. A., who has lived among them for many years, and who is anything but unfriendly to the race, in his entertaining work entitled *John Chinaman*, speaking of their business dealings, says:

Proverbial wisdom cautions the intending purchaser to ask the price at three shops, if he does not want to be cheated. The shopman is generally content with half he asks. The following maxim is to be observed: "When the merchant asks up to Heaven in his price, bid him down to earth in your offer." Buyers are careful to guard against mistakes by taking their own scales and measures along with them. A Chinese shopkeeper would be as much surprised at a customer who did not check the quantity as one who did not count the change. \* \* \* There is but one way of avoiding being cheated at times—never buy.

So much for their business honesty and integrity!

As for their sobriety, it is probably true that they do not get drunk on whisky or spirituous liquors, but they are frequently besotted with opium. The latter vice is much worse than the liquor habit, and "the 'opium ghost' is as bad as the alcoholic wreck, despite a hundred blue books to the contrary."

I desire to say but a few words as to their peaceableness. It is true that gambling and sensuality are the great vices of the Chinese, the latter taking unnatural forms with terrible frequency. And no doubt many of the 81,163 arrests for misdemeanors during the past twenty years, from 1880 to 1900, among the Chinese in the city and county of San Francisco were made on account of infractions of the laws against such crimes. But they do not confine themselves to petty offenses exclusively. As I have already shown, murder is not an uncommon thing among them, while murderous assaults, robberies, kidnapping, and blackmail are of frequent occurrence. It costs the city of San Francisco more to properly police Chinatown than three times its area in any other part of that city—and still they baffle the police constantly. That gives you a fair idea of their peaceableness.

Mr. Chairman, that distinguished Americansatesman, traveler, and author, Bayard Taylor, visited China as early as 1853. At that period we did not know much about the Chinese. Mr. Taylor was a New Englander, and could not be accused of the so-called "California anti-Chinese prejudice." In his *India, China, Japan*, speaking of this people, he says:

It is my deliberate opinion that the Chinese are morally the most debased people on the face of the earth. Forms of vice which in other countries are barely named are in China so common that they excite no comment among the natives. They constitute the surface level, and below them there are depths of depravity so shocking and horrible that their character can not even be hinted. There are some dark shadows in human nature which we naturally shrink from penetrating, and I made no attempt to collect information of this kind; but there was enough in the things which I could not avoid seeing and hearing—which are brought almost daily to the notice of every foreign resident—to inspire me with a powerful aversion to the Chinese race. Their touch is pollution, and harsh as the opinion may seem, justice to our own race demands that they should not be allowed to settle on our soil. Science may have lost something, but mankind has gained by the exclusive policy which has governed China during the past century.

For nearly fifty years the Chinese have lived in this country. Their daily intercourse with the Caucasian has not materially changed their customs or habits. Mr. Taylor's description of the conditions in China is undoubtedly equally applicable to any Chinese community in our country.

We of the Pacific coast are perhaps more deeply concerned in this question than any of our fellow-citizens. We feel their presence among us more than any other section of the country. Under the census of 1900 there are 4,091,349 inhabitants west of the Rocky Mountains. Included in this population are 67,729 Chinese, while but 23,134 Chinese are distributed among the 71,994,445 inhabitants throughout the other States of the Union, and two-thirds of those in the Western States are found in California.

We have probably learned to know him better than our fellow-citizens elsewhere. He is a present, living, vital problem with us, and we feel that our cause is also the cause of the laborer and the wage worker in the Eastern States. It is only the sordid and the selfish, who prefer a low standard of wages and a low grade of morality—men who want cheap labor because it will increase their individual profits—who would open loopholes in the barriers we have erected after many years of hard, bitter, practical experience.

Mr. Chairman, I had hoped that the committee would see fit to allow the section giving to American seamen that same measure of protection against Chinese competition that we accord the shoemaker, the tailor, and all other skilled and unskilled mechanics to remain in the bill. I do not desire at present to take up the time of the House in discussing this phase of the question; but when the bill comes up for discussion under the five-minute rule, I shall again offer the section as an amendment and shall have something to say in favor of that provision.

The CHAIRMAN. The time of the gentleman has expired.

Mr. HITT. I ask that the time of the gentleman be extended for five minutes.

Mr. KAHN. I shall not take up the time of the House. Mr. Chairman, I ask that I may extend my remarks in the Record.

In conclusion, however, let me say that our exclusion laws have been a great boon to the laborers of this country. They now ask us to continue extending our shelteringegis over them, and I feel that there is not a patriotic, loyal, liberty-loving American who does not desire the workmen of his country, its "hewers of wood and drawers of water," protected against this unequal competition. The American laborer and mechanic, in his neat and comfortable home, seated at his fireside, surrounded by his wife and little ones, is the peer of any wage worker in any part of the world. Let us keep him so. [Loud applause.]

## APPENDIX.

(From the Washington Post, March 2, 1902.)

## CHINATOWN—ITS LIGHTS AND SHADOWS—ITS LESSONS OF THE CHINESE PROBLEM.

[By Hon. Julius Kahn, Member of Congress, Representative of the district including Chinatown, and introducer of the Chinese-exclusion bill.]

Kipling it was who said that "the Chinese quarter of San Francisco is a ward of the city of Canton set down in the most eligible quarter of the place." Having visited Canton last summer, I am ready to bear witness to the truth of the distinguished author's observation.

Chinatown in San Francisco comprises about fifteen squares. It is located in the older part of the city, where the streets are narrow and where numerous cul-de-sacs abound. It is after nightfall that the place assumes its most picturesque appearance. The houses are lighted with lanterns of every shape and size, the streets and alleys are crowded with a dense mass of gesticulating Chinamen, the shrill notes of Chinese orchestras and the strident shouts of vendors of various Chinese viands fill the air and make one feel that perhaps he is at the portals of pandemonium.

## SQUALOR AND FILTH.

To get an idea of how John Chinaman lives, one should visit the "Palace Hotel" of Chinatown. Just why this ramshackle old establishment should be named after our famous hostelry is not clear, unless it be that each has its courtyard, one of magnificence, the other of villainy and stench. It is about this place that the Chinaman is found at home. Within the rookery live several hundred Chinese, huddled together in quarters that would hardly house 50 whites. All the rooms look out upon the central court, which is common property to all the occupants. In the center of the court stand innumerable kerosene cans which serve as stoves, on which the life-supporting rice of the Celestial is cooked. The foul smells from the reeking stoves, together with the noisome odors arising from the accumulated filth, cause the white visitor to hold his nostrils and to heave a great sigh of relief as he emerges into the outer air. It is not an infrequent sight to see in this court some wretched white victim of the opium or morphine habit, offering for a dime to "take a shot" to show how the deed is done. There are said to be quite a number of men who eke out a miserable existence in this fashion.

## PRINCE AND PAUPER.

There are a number of fairly well-to-do merchants in the Chinese quarter. But by far the greater proportion of the people are exceedingly poor. Many of the latter class live in basements and sub-basements, and their homes might be likened to rabbit warrens. They have none of the ordinary conveniences to which white men are accustomed. The occupant sleeps upon a shelf, with a piece of matting stretched over it, 10 and 12 men occupying a room that would be considered small for two Caucasians. There are no adornments, no pictures, no chairs, no conveniences of any kind; but at the entrance of every room there is a small table upon which stands a teapot and cup, and the visitor may partake of that which cheers but not inebriates. Even the wealthy class occupy quarters that the average American mechanic or clerk would not consider comfortable. True, there are not so many people huddled together in the well-to-do quarters, but there are the same smells as in the hovels of the paupers.

## "LAST CHANCE" HOSPITAL.

At one time there was a so-called hospital in Chinatown known as the "Last Chance." It was here that those suffering with incurable maladies were brought to die. The very presence of this place spoke more eloquently than words of the utter heartlessness of the people. I remember visiting the spot one evening. There was a man in the last stages of consumption. As we entered he appealed piteously to us for money with which to buy opium. He said that his last penny had been taken from him by those in charge. The police authorities finally insisted upon having the place closed up.

This Chinatown of to-day is much cleaner than that of a few years ago. During the past summer a determined effort was made by the combined forces of the Federal, State, and municipal governments to give the quarter a thorough cleansing. Surgeon White, of the Marine Hospital Corps, was in charge. He informed me that Chinatown was the greatest accumulation of utter filth that he had ever seen. Ten tons of dirt and rubbish were removed from every square.

## THE SIX COMPANIES.

Practically all the Chinese in this country are allied with one of the so-called Six Companies. In reality there are now eight companies. Indeed, it may safely be said that practically all the Chinese in the United States have been brought to this country by these companies. They have numerous societies among themselves, and many of their feuds arise as a result of membership in these organizations. Each one of these societies has its highbinders or hatchet-men. When for some reason or other it is determined to avenge a fancied injury to a member of the tong or society by blood atonement, the hatchet-men are called into action, and it is not long before the selected victim is put out of the way. Then the vendetta begins. The tong of the murdered man makes reprisals, and so the fight goes on until both sides are weary of the slaughter, or by paying a money indemnity one side or the other purchases peace.

For many years the two leading tongs were the Sam Yip and the See Yip. Little Pote, a Chinese who had established an unsavory record, but who had been able to amass a fortune of about \$100,000, was president of the Sam Yips. Big Sam, another notorious character, who was at the head of many gambling institutions in Chinatown, was the president of the See Yips. These two tongs became involved in a dispute and a price was put upon Little Pote's head. For upward of two years he never ventured from his home or his business without a bodyguard. One evening, about three years ago, he drifted into a barber shop and thoughtlessly sent his bodyguard on an errand consuming four or five minutes. During that short space of time the highbinders of the See Yips entered the shop, and quick as a flash Little Pote fell riddled with bullets. The Sam Yips went wild in their indignation. They at once placed a price upon Big Sam's head and the latter has not been seen in Chinatown since.

## FLATING FAN TAN.

The Chinaman is an inveterate gambler. His favorite game is fan tan. It is a simple diversion, but the Chinese player frequently loses every cent he has during a night's sport in Chinatown. Fan tan is played after this fashion: The players range around a large table, in the center of which a small square is marked off. The dealer takes from a bag a couple of buttons, and then inverts the cup in the center of the square. Betting now begins, and after everybody has laid his wager the cup is withdrawn, and with great deftness the dealer begins to count the buttons. He removes them from the table with a closed fan, four at a time. As he draws near the end of the pile the excitement increases in intensity. The result is determined by the number of buttons remaining in the last count. If there are four, those who bet on that number win; if there are one, two, or three, then the supporters of these numbers are the winners in the game. A percentage of all the bets goes to the keeper of the gambling house, while the rest is divided proportionately among the lucky players.

There is an ordinance against gambling in San Francisco, and the police frequently raid the gambling houses; but from past experience John has become very wary, and the authorities are obliged to adopt many ruses in order to make a successful raid on the joints. Sometimes a policeman will disguise himself as a Chinaman and thus gain admission into the forbidden game. But this device has been resorted to so often that it is not likely to prove successful at the present time.

## GAMBLING HOUSES.

There is scarcely a gambling house in the Chinese quarter that has not innumerable secret panels, sliding and trap doors, and all kinds of odd receptacles into which all forcible evidence can be secreted upon the first signal from the lookout. The outer doors of these establishments are generally shielded with half-inch steel plates, and it requires the energy of three or four sturdy policemen, armed with sledge hammers, to batter them down. One of the most successful raids ever made was from the roof of one of the buildings. A policeman lowered himself by a rope to the window of the gambling den and caught some thirty-five of the occupants flagrante delicto. The Chinese gamblers are afraid of the officers and readily submit when caught committing an offense. But the gambling instinct is so strong that I doubt whether any law will entirely eradicate the evil.

In order to obtain the means to gratify their taste in this direction many Chinese pawn anything of value they have. Pawn shops in Chinatown are numerous, and one sees upon their shelves everything from the murderous double knives of the highbinders to the padded winter blouse that is almost a necessity in the San Francisco climate at all seasons of the year. Just before the Chinese new year, however, every Chinaman manages to get his belongings out of pawn. He may start in again the day afterwards, but he is scrupulously careful to settle up his accounts before the last day of the old year.

## OPIUM SMOKING.

Opium smoking is the recreation of the entire race. Whether you visit the rooms of the wealthy or the hovel of the pauper you find the inevitable opium outfit. I have seen men who can smoke twenty-five or thirty pills before the drug begins to have any effect upon them. Every Chinese home also has a clock and a cat, and I have frequently seen one of these feline pets perched upon the shoulder of the owner inhaling the smoke of the opium after it leaves his nostrils. A Chinaman told me that his pet cat took as much enjoyment in his smoking as he did himself. I regret to say that the pernicious habit has grown among white boys and girls, and many an aspiring youth has broken down as the result of opium smoking contracted in the Chinese quarter.

The opium outfit is unique. It consists of a long pipe of bamboo or reed, about an inch in diameter. Near the lower end is inserted a hollow bowl about 8 inches in diameter, with the top entirely covered over and a hole in the center about the size of a pin head. The drug itself looks like and has the consistency of molasses. A lamp, in which burns nut oil and dried seaweed, completes the outfit. The smoker inserts a long pin into a little jar of opium and withdraws an amount about the size of a pea. He cools this in the flame of the lamp, rolling it on the bowl of the pipe until it has acquired the necessary consistency. During the cooling process the opium smells like roasting peanuts. After the smoker has baked it sufficiently he thrusts the pin through the little hole in the bowl and fastens the opium securely thereto. He then places the bowl alongside the flame and begins to draw on his pipe. Two or three puffs serve to exhaust the little pill of opium, and then the process is renewed. It requires only a few operations to send a novice into the realm of dreams, but the veteran can smoke twenty-five or thirty of these pellets before the effect is felt.

## JOSS HOUSES.

There are some four or five joss houses in Chinatown, maintained by the various tongs, or societies. During the year the members of the organizations make whatever offerings they can afford to the joss, and forthwith a little piece of red paper is posted on the walls of the temple announcing that Ah Sam, or whatever his name may be, has contributed for the benefit of the joss. The walls of many of the temples are practically papered with these little slips. At the end of the year they are all removed, and the process begins again, and every member of the tong can see just what his neighbor is giving in the cause of religion.

The josses or idols are never beautiful to look upon. They are at once grotesque and hideous. They are supposed to exercise a great influence over a man's daily avocation. They are appealed to on all occasions and for all purposes. For example, when a Chinese is sick, he goes to the god of medicine, carrying a little bamboo vase filled with slips upon which strange characters are printed. These characters designate the various commodities of the Chinese pharmacopoeia. After having told the joss his ailment, he begins to shake this vase vigorously until one of the slips rises from the vessel and falls to the ground. He picks it up and notes what medicine the god has told him to get for his ailment. If a cure is not effected, he concludes he has not propitiated the joss sufficiently, and contributes a little more money to the temple. He tries it over again until he finally gets some kind of drug that gives him some measure of relief.

## THE CHINESE DEVIL.

The Chinaman's principal fight, however, is with the devil, and if he has been unfortunate during the day he buys a bundle of firecrackers, repairs to the joss house, and begins to explode the crackers in order to drive off his satanic majesty. It is a part of his creed to endeavor to fool the devil. The latter is particularly watched at all funerals. On these occasions a friend of the deceased, seated on the hearth, usually scatters pieces of paper, which are supposed to represent money, as the funeral cortege drives to the cemetery. The Chinese devil is known for his cupidity, and by stopping to pick up all the money which the friend of the deceased scatters along the roadside he loses so much time that the corpse gets a good start on his satanic majesty. When the body is duly interred roast pigs, bowls of rice, condiments of various kinds, and pots of tea are placed upon the grave in order that the spirit may not go hungry as it would if way to the Celestial heaven. The Chinese color of mourning is white. Professional mourners are frequently hired to lament the demise of the departed, and for a trifling fee the surviving relations manage to purchase a sufficient display of grief to gratify the vanity of the most exacting corpse.

The queue, which is a distinguishing characteristic of the Chinese, was really thrust upon them by their Turlic conquerors. It is erroneously believed that the queue is a part of the Chinese religion. I am told that this is not so, but that it is the custom for rebels in China to cut their queues. By so doing they show their contempt for the Tartar dynasty, which at present occupies the throne of the Chinese Empire. There is little foot binding in Chinatown. There are only three or four girls in the Chinese quarter, so far as my knowledge goes, who are being brought up as small-footed women. The Chinese are exceedingly tenacious of the customs and ceremonies of their people. They do not adopt even the clothing of Americans except, perhaps, in the matter of hats. The Chinese skullcap, with its little red button in the center, is worn only on state occasions. The soft, low-crowned hat of American make has supplanted the oriental headgear among the men, but they cling to the blouse and felt shoes and the big linen trousers, even though they may have been in this country for an entire generation.



## YELLOW T. WHITE.

It is generally believed that the so-called Chinese laborer works in fields that no white man would enter; in other words, that he simply performs manual toil. This is not the fact. There are few races that have the imitative faculty more strongly developed than the Chinese. They may come to this country without the knowledge of any trade, but they are quick to learn, and very soon they enter the ranks of skilled labor. They will work from sunrise to sunset without complaint, and having no high ideals or high aspirations, they are like so many machines. Indeed, I have been told by men familiar with their method of working that a Chinaman can and does toil sixteen hours a day seven days a week and requires only a little rice and a piece of fish to nourish his body. He is absolutely without nerves. He does not seem to be possessed of ambition or desire to better his condition in life. The idea of a home, which is such a characteristic of the American mechanic, never enters the Chinese laborer's mind.

There are few women in Chinatown, but as woman is much lower than man in the social scale, she does not exert any refining influence upon the male population. It would be impossible for white men to live as these people do. They can exist on 10 cents a day, including room rent and incidental expenses. I think I may safely say that scarcely a single laborer in Chinatown is married. True, some of the merchant class have their wives, but the laborers have only themselves to support.

## THE EVIL OF IT ALL.

The average number of mouths an American mechanic feeds from the result of his toil is five. How can a man who desires to bring up a family decently, honestly, and respectably compete with a being who knows nothing of home life, and who, machine-like, day after day, toils from twelve to sixteen hours for wages which probably do not exceed \$1 a day? This is the practical aspect of the Chinese-exclusion question, and after a trip through Chinatown I think no one will doubt the wisdom of making the barriers so strong and so high against Chinese laborers and the vicious and depraved of the race in general that the end will be in sight of Chinese quarters on this side of the Pacific.

Mr. NAPHEN. Mr. Chairman, we are charged with disloyalty to our grand traditions, and our high ideals of hospitality, by legislating against the Chinese. A serious study of the question shows that we are justified in restricting the immigration of this race, and that there is nothing unnatural in what we have done, and are doing. The natives of all lands have made this Republic, and are to-day numbered in the elements of its population. Not a people, even to the remote Icelandic, but has its representatives among us now, at the opening of this twentieth century.

They differ from one another in language and in tradition. As the fusion of the metals, in the temples of Corinth, produced a metal more precious than gold, the blending of all races here promises to produce a race that will excel any other individual race. Nevertheless, a fear exists in many quarters, that the limits of our capacity to absorb the surplus population of other nations are in sight. I do not join in this alarm. No such danger exists. I admit that we are not exempt from the ordinary laws of nature. Self-preservation is a duty, in the fulfillment of which, humanity will be the gainer as well as ourselves. Prudence has prompted us to serve notice on the other nations of the world, that we are in danger of becoming industrially congested.

This may seem strange in so young a land, with so sparse a population in proportion to its area. With one exception, the tests imposed or suggested against those seeking the hospitality of our shores, have been standards of character, education, and property, not racial. We have drawn the race line only against one nationality. In other cases we admit the people and exclude the individuals. In the Chinese case we admit the individuals and exclude the people. Obviously, there must exist special reasons for the exception made in this particular class. The characteristics of this race justify our action with overwhelming force. They are the most completely alien of all who knock at our doors for admission. The others who come, are for the most part members of one family—Europeans—the family of the earlier settlers, the family of the men who freed it from the yoke of oppression; but the subjects of this law, are separated from us by a wide gulf of distinction.

Everywhere the white race has recognized this distinction, and acting on a deep and trustworthy feeling, has imposed checks on the encroachment of this people. We are not singular in our policy of Chinese exclusion.

Our British neighbors in the north impose a capitation tax of \$50 upon Chinese immigrants, and they propose to increase this tax to \$500.

British Australasia began legislating against them in 1855. Regulations of ever-increasing severity were enacted, the capitation tax in New Zealand was raised to \$100, and the number of immigrants restricted, to one to every 200 tons of shipping; but all these measures failed to effect the desired result, and Tasmania, South Australia, and the other colonies of the new federation have adopted the policy of exclusion.

Peru, where 80,000 coolies were landed between 1850 and 1894; Venezuela, and Ecuador, and Uruguay have also adopted this policy. The Spaniards in the Philippines three times expelled the Celestials at intervals of a century—in 1605, in 1700, and in 1804. In Cochin China the foreigners of this race are registered and taxed, and the same is true of Dutch Java. Be the motive what it may—fear, antipathy, or contempt—there is a striking unanimity on this yellow peril among the peoples to whom it has been presented.

Industrially considered, the Chinese are a menace to the wage earner. They are unique in the combination of small wages and great labor. He who in Canton earns \$5 a month and lives on 6 cents a day, easily underbids the white laborer and reduces wages to the lowest possible plane. Persevering, imitative, tireless, needing no holidays or recreation—a mere human machine—he supplants his rivals in trade after trade.

We find him the cigar maker, the shoemaker, the garment maker of San Francisco; the orchard and vineyard worker and the fruit canner of California, and the laundryman of Eastern cities and will drive the bone of our population from every occupation if permitted. He adapts himself to the work of women and becomes the house servant, and will, if necessary, perform the work heretofore done by children. With the white wage-earner skill and competence mean a higher standard of living, and the distribution of his earnings through the community, but the Oriental seems to obey another law. That which is parsimony to us, is prodigality to him. The copper coinage of his native land subdivides itself into fractions, which we have not yet learned to reckon.

The instinct of self-preservation compels the white laborer to oppose this immigration. You can no more condemn him for it, than you could condemn the father who divides the bread he earns among his own children, instead of sending it to starving little ones, perhaps equally deserving, on the banks of the Ganges or the Hoangho. It is no answer to the protest of white wage-earners against throwing open the door closed against Chinese labor, to say that the cheap labor of the Chinaman will develop the land and that he will give full return for what he receives.

Economically, there is no advantage to the country from a body of laborers who remain as strangers, consume few of our products, in fact, barely sufficient to maintain life, and export a large proportion of their earnings. True, there may be a financial benefit to certain landed properties and manufacturers who profit by cheap labor; but the consideration which shapes our governmental policy can not regard individuals alone, or be wholly material. We aim to develop men as well as to exploit lands, and increase our industries. Of what avail is it to us, to multiply production, so as to undersell all the nations of the world, if this will depress the wage-earning classes and lead to the destruction of the peace and purity of the home—which is beyond anything that money can secure? I am not overstating it, when I say that if Chinese labor be permitted to compete with white labor, it will destroy domestic life.

The Chinese do not assimilate with us, perhaps owing to the fact that they realize that they are not bone of our bone or flesh of our flesh.

They live apart in quarters which have no parallel for secrecy. They maintain their foreign dress and speech. They administer justice among themselves, according to laws which are not ours. They persistently violate the sanitary laws. Chinatown in our cities is a plague spot, not a land of romance, to be seen by proxy through the eyes of entertaining magazine writers.

Their language is separated from ours by thousands of years of structural development. Their social system is one which suppresses individuality, and inclines the whole race to a conventional type. If they have an emotional life akin to a European, it is screened behind a mask of passiveness. No part of their industry is dedicated to the common weal. They are indifferent to our welfare, seeking only to secure our money, and dream of the day when they shall leave us. Even their lifeless bodies spurn the embrace of our soil. Of no other race in this country can these statements or any parallel statements be made.

In a letter to Mr. G. T. Seward, dated August 31, 1876, Mr. Fish, Secretary of State, said:

The application of the settled principles of international law to the Chinese in the United States, is to be modified by the fact that the Chinese decline to accept these principles, leading an isolated life in the communities in which they are settled, always expecting to return to China and never, therefore, becoming domiciled among us, and that they maintain the same system of isolation toward Americans in China, regarding them always as strangers more or less outside the protection of law.

In June, 1898, many merchants and manufacturers in the Philippines sent an anti-Chinese report to the government of Spain in which they said:

There is no room to doubt that the Chinese merchant corrodes and sterilizes the most valuable germs of the national wealth everywhere, being the personification of the ignorant man in the fable who killed the goose that laid the golden egg. \* \* \* a race which corrupts and dries up every place through which it passes, whose enumeration has always been a fraud to the Administration, for by fraud only about 25 or 30 per cent of them are calculated; a race which is excessively stubborn in persisting in maintaining their own peculiar customs and manner of life, which is stubborn in resisting everything pertaining to good government, public hygiene, and the police, which altogether is a permanent obstacle to all the principles of the economic vitality of the country. (Report of the Philippine Commission, p. 131.)

The Philippine Commission, in their report to the President, say: There was testimony before us to the point that the Chinese take out of the country everything they can; that they spend little in the country

because they live on little; that they intermarry with the Filipino women, and that they produce a race which does not furnish good citizens; that many of the great troubles on the islands are caused by Chinese and their descendants.

Some years ago nearly all the artificers such as carpenters, stonemasons, builders, and bricklayers were natives; now they are nearly all Chinese; you can hardly find a native carpenter or bricklayer.

The (loss of the Chinese immigrating to a foreign country is simply to gain a livelihood. They only seek their own advantage, and do not consider that they should even indirectly advance the commerce and the industries of the country which is their second home. \* \* \* They have a great love for their native land, where they hope to live when they obtain a fortune, that they may not be separated from the remains of their ancestors. \* \* \* All of the Chinese who have obtained importance in the Philippines have been Christians. Their baptism was their initiation into power. It can not be said, however, that they have really abandoned their own religion, but they tolerate Christianity in their families.

Mr. R. Mayo Smith, in his work on Emigration and Immigration, in speaking of this race, says:

They come here with the single object of making money and then returning to China. They have no intention of becoming permanent residents and no desire to adopt our customs and habits of life. The most earnest defenders of the Chinese could not prove that during thirty years of contact our civilization had made any impress upon them.

Our efforts to Christianize them have, with few exceptions, been an entire failure. They have shown no desire to become acquainted with our political institutions or to take part in our political life. It may be contended that we refuse to admit them to political life and that the treatment they receive at our hands has not been such as to excite the admiration of civilization. But the very tenacity with which, notwithstanding all this persecution, they have clung to peculiarities of costume and living, causing them to be singled out for abuse, shows that they are singularly conservative in their ideas.

The whole history of intercourse between China and the western powers has exemplified the fact that with their four thousand years of civilization behind them they are imbued with a thorough contempt for the mushroom growth of European life. The question of receiving them, therefore, assumes an entirely different aspect from that of receiving immigrants from Europe. The latter blend with the native stock, and all become one people.

Mr. Bayard, Secretary of State, in his letter to Mr. Cheng Tsoo Ju, on February 18, 1886, says:

Causes growing out of the peculiar characteristics and habits of the Chinese immigrants have induced them to segregate themselves from the rest of the residents and citizens of the United States and to refuse to mingle with the masses of population, as do the members of other nationalities. As a consequence, race prejudice has been more excited against them.

It can not be said with any semblance of truth that those state-ments and conclusions are concessions to practical politics. They come from men who have made the Chinese subject a special study. Secretary Seward, the "zealous" defender of this race, admitted that it would be well to protect ourselves if there were danger of their coming here in great numbers.

Do we desire immigrants of this character? Are these blind Orientals, stealing in and out, tireless as automata, seemingly impervious to impressions, the material for American citizenship? Mr. Chairman, a Chinese can no more become an American citizen, than an American, proud of his ancestors and proud of the institutions and traditions of his country, can become a citizen of China. Can it be wondered, then, that this race should act as an irritant upon the populations amidst which it intrudes, and be made the object of special legislation?

Other considerations strengthen the position we have taken on this question. The presence of Chinese has given rise to serious disorder on many occasions. It is the part of justice, I admit, to punish the perpetrators of such wrongs, but it is the part of prudence to remove the inciting cause. We are dealing with human nature as it is, and must take account of its weakness. These people are a large portion of the human race. They are estimated at 400,000,000 by some; 750,000,000 by others.

Without sensible diminution of their numbers they could displace the entire population of America, and set in motion such a tide that no obstruction could be reared which would save us. Already, in spite of prohibition acts, through loopholes in the law and crevices in its execution, they have insinuated themselves among us. If less than 100,000 disturb industrial conditions, what would be the effect if the barriers were thrown down? It would be fatal to the interest of the wage-earner and would intensify the social problem, which is already acute. It is the duty of the wise legislators, acting upon this problem, to make laws for the future even more than for the present.

The forces which favor the admission of the Chinese are easily defined. The most formidable advocates are the Six Companies, the Canadian and Pacific Railroad, and the steamship lines which carry these immigrants as passengers. All our Chinese immigration is regulated at San Francisco and at Hongkong, a British island seized from China during the infamous opium war. We have the testimony of Sir John Pope-Hennessy, five years governor-general at Hongkong, that the loudest protests in his time against Chinese exclusion came from the managers of steamship lines. Five lines, according to Mr. Scharf, late Chinese inspector at the port of New York, connect Hongkong with our Pacific slope, two running to San Francisco and one each to Vancouver, Tacoma, and Seattle. The Canadian and Pacific Railroad transports hundreds of Chinese each year along our northern frontier, giving a bond to the Canadian government to carry them out of that country, which means into ours.

The keenest opponents of this bill urge the reenactment of the

present law. They do not seem to be aware that the validity of a large part of the laws and regulations governing Chinese exclusion is assailed in cases now pending in the Supreme Court of the United States. The question involved goes to the vital part of the existing law. An examination of the various Chinese-exclusion laws discloses the fact that section 8 of the acts of September, 1889, is the law upon which the Secretary of the Treasury bases his right to make regulations governing the transit of Chinese laborers across our territory to another country. The act was passed to secure governmental regulations, to prevent the abuse of the transit right referred to in article 3 of the treaty between the United States and the Emperor of China then under consideration, and as the treaty was not ratified, it is claimed that section 8 of the act did not take effect.

Article III of said treaty was the same as Article III of the present treaty, which is as follows:

[Article III of the treaty of December 8, 1894.]

The provisions of this convention shall not affect the right at present enjoyed of Chinese subjects, being officials, teachers, students, merchants, or travelers for curiosity or pleasure, but not laborers, of coming to the United States and residing therein. To entitle such Chinese subjects as are above described to admission into the United States, they may produce a certificate from their Government or the Government where they last resided, issued by the diplomatic or consular representative of the United States in the country or port whence they depart.

It is also agreed that Chinese laborers shall continue to enjoy the privilege of transit across the territory of the United States in the course of their journey to or from other countries, subject to such regulations by the Government of the United States as may be necessary to prevent said privilege of transit from being abused.

This contemplated the passage of a law by Congress, authorizing the Secretary of the Treasury to make regulations necessary to prevent the privilege of transit, referred to in said article, from being abused. Congress has not passed any law giving this authority to the Secretary of the Treasury. Regulations made by an official are not regulations made by the Government of the United States, as provided for in the treaty. The power to regulate transit does not include the power to prohibit it. It is therefore claimed that a Chinese laborer coming to any of our ports of entry, with a passport and a ticket for his passage across our territory, can not be refused admission, though his purpose be to go just across our border and return to us within a few hours.

It is said that if Congress extends the exclusion act beyond the expiration of our treaty with China it will seriously affect our commercial relations with that nation. Have no fear; this prediction is unfounded. This objection was urged at the time the Geary Act was before Congress. We were told the passage of the Geary Act would cause China to cease purchasing our goods. We have not suffered through our exclusion of these people, and China is more indebted to us now than she was at that time. The memorable circular note of Secretary Hay to the powers on July 8, 1900, as Mr. Dunnell, in his article on the settlement with China, in the Forum of February, 1902, well says was "the chief cause that prevented a declaration of war against China, and it brought the other nations to quick agreement as to the steps to be taken."

This made possible the treaty between England and Japan; and recently, when Germany made a demand upon China for an additional indemnity of 10,000,000 taels, our Government again came to the aid of China, and in a circular note to the powers suggested that the demands of all be cut down, so as to allow the latest claim of Germany to come within the 450,000,000 taels originally agreed upon as the amount of indemnity to be paid by China. We have otherwise manifested our friendship for China on many occasions.

The fear of retaliation by China should not affect us. If the passage of this bill cost us the entire trade with China, and it were all profit, we must not hesitate. It is by far better to have a commercial war, if it must come in consequence of our exclusion law, than have a labor earthquake in the near future.

The following table is taken from the Summary of Commerce and Finance for June, 1901, by O. P. Austin, Chief of the Bureau of Statistics, Treasury Department:

Trade of the United States with China.

Year ended June 30—	Imports, \$100.	Imports, dutiable.	Total imports.	Exports (from United States to China).	Excess of imports.
1892	\$11,683,011	\$6,444,601	\$17,823,412	\$2,701,123	\$14,227,324
1893	11,833,895	4,027,000	15,377,471	3,910,800	13,511,293
1894	14,671,581	4,733,863	19,321,850	3,701,006	16,020,542
1895	15,034,431	4,551,860	20,483,201	6,023,497	14,324,704
1896	15,400,045	5,160,890	20,560,935	6,900,457	16,730,078
1897	13,848,780	3,780,242	17,185,028	5,893,428	11,272,002
1898	14,058,428	3,657,401	20,545,820	5,005,540	15,041,280
1899	18,165,233	3,327,771	22,023,081	6,021,233	15,101,011
1900	17,228,804	3,115,698	20,303,502	11,024,233	8,470,495
1899	15,120,790	5,206,648	20,320,438	9,022,804	10,300,430
1900	8,230,790	10,383,608	19,610,398	14,453,410	4,156,988
1901	14,400,238	12,400,043	26,800,281	15,250,167	11,637,776

According to the above report, we have imported from China for ten years, beginning with 1890 and ending with 1900, almost \$184,000,000 worth of merchandise more than we have sent to that country. Almost two-thirds of our imports have been free of duty. Four articles comprise the principal part of our imports. In 1900 our imports amounted to \$26,800,926, \$20,000,000 of which were silk, tea, opium, and goatskins, and about \$14,000,000 of the entire imports were free of duty. In the consideration of this bill I do not deem any comments necessary on the above. [Applause.]

There is no evidence of bad faith on our part in the passage of this bill. The treaty of 1894 contemplates the continuation of an exclusion act and a change in the law from time to time. The treaty states that it is the desire of the Government of China to absolutely prohibit the emigration of laborers from China to the United States, and article 2 of the treaty recites that a Chinese laborer shall be furnished by the collector of the port from which he departs with such certificate as the laws of the United States may now or hereafter prescribe. Assuming that we pass a law to expire with the treaty, what guarantee have we that China will ratify a treaty to take effect on the death of the present one?

We had enough revealed to us of Chinese policy and Western diplomacy in our attempt to secure the ratification of the treaty submitted to China by the United States in May, 1898, which failed, and on the failure of which is based the attack on our present law to which I have referred. President Cleveland, in his message accompanying the approval of the act of October, 1898, which absolutely prohibited the coming of Chinese laborers to the United States, declared:

That the Chinese Government in delaying the ratification of the treaty had violated its pledges, and that its demands for further consideration meant an indefinite postponement of the objects we had in view.

The recent Russia-China bank negotiations demonstrate Chinese duplicity. They were only devised to deceive the powers. The agreement granting Russia exclusive mining and other concessions in Manchuria were given with imperial consent and ratified long ago by Li Hung Chang.

Sir Frederick Bruce, one of the ablest ministers England ever had at Peking, wrote to his Government in 1893, declaring that—

In a country like China, where the principles of administration differ entirely from those practiced by us, the conclusion of a treaty is the commencement, not the termination of difficulties.

The passage of an exclusion law to expire with the treaty would mean much trouble. The Chinese Government would undoubtedly refuse to enter into a new treaty until first assured of a satisfactory exclusion law. But one of two courses would then be open to us—either concede to its wishes or enact a law to protect ourselves regardless of the protests of China, and thereby lead to strained relations, and if perchance a treaty were secured by compromise and a law passed subsequently, it might be open to China to claim that we disregarded the terms upon which the treaty was secured and be open to the charge of obtaining a treaty under false pretenses, which would place us in a very unenviable position before other nations.

Mr. PALMER. If the gentleman will allow me, was not the charge made against the United States in the passage of the act of 1898 that the United States violated the treaty obligations?

Mr. NAPHEN. Yes, it was contrary to the terms of the treaty of 1890. China had violated its pledges before the passage of the act of October, 1898. We assumed that China would ratify the treaty then under consideration. She was playing false. The first information we had that the treaty was to be rejected was by way of England. After waiting a long time Congress grew impatient. An answer was forced from China. She refused to ratify the treaty; then we passed the act. We felt that she had deceived us.

Mr. PALMER. Did not that violate the treaty regulations we had with China, including the treaty of 1890, which gave the Chinese the unrestricted right to come to this country and the rights of the most favored nation?

Mr. NAPHEN. The most-favored-nation clause is in all the treaties of China with other nations. It creates no peculiar rights. If you deem the passage of the act of October, 1898, a violation under the circumstances—there was a violation.

Mr. PALMER. Did not the Supreme Court decide, under the act of 1898, that the treaty had been violated and that the United States had a right to violate it?

Mr. NAPHEN. Yes; we had a right to ignore it.

Mr. PALMER. Then what is the use of finding fault with China, when we did the same thing?

Mr. NAPHEN. I find fault with her by her deception at the time she refused to ratify the treaty. We were acting in good faith with her at the time, and expected a ratification of the treaty.

Mr. PALMER. I do not think the United States is in a position to sling rocks at China about violating treaties. I am in favor

of this bill, but I do not think we are in a better position in that regard than China.

Much reference is made to the treaties with China. It is claimed that they are of great benefit to us.

Mr. Fish, Secretary of State, in his letter to Mr. Bancroft, dated August 31, 1869, said:

The treaty negotiated by Mr. Burlingame and his colleagues \* \* \* came voluntarily from China and placed that power in theory on the same diplomatic footing with the nations of the Western World. It recognizes the Imperial Government as the power to withhold or grant further commercial privileges. \* \* \* While it confers the international jurisdiction conferred by former treaties upon European and American functionaries over the properties and persons of their countrymen, it recognizes at the same time the territorial integrity of China and prevents such a jurisdiction from being stretched beyond its original purpose.

Mr. Bayard, Secretary of State, placed a true estimate on them. In his letter to Mr. Cheng Tsao, February 18, 1880, he said:

To sum up, as the treaties stand, American citizens not of diplomatic or consular office may resort to China for trade, for curiosity, or as teachers, and then only to certain carefully limited localities, having due regard to the feelings of the people in the location thereof. If the citizens or subjects of any other power should be granted other or greater privileges, then the citizens of the United States will have equal treatment.

Secretary Bayard placed a correct estimate on the then existing treaties.

No extra rights were granted to us by China under the treaty of 1894. Under Article V of that treaty China was given a right to enforce regulations for the registration of skilled and unskilled laborers who are citizens of the United States residing in China, and the United States was obliged to furnish the Government of China annual reports showing the full name, age, occupation, and residence of all other citizens of the United States, including missionaries residing within and without the treaty ports of China.

Article V reads as follows:

#### ARTICLE V.

The Government of the United States, having by an act of the Congress approved May 5, 1892, as amended by an act approved November 8, 1893, required all Chinese laborers lawfully within the limits of the United States before the passage of the first-named act to be registered as in said acts provided, with a view of affording them better protection, the Chinese Government will not object to the enforcement of such acts, and reciprocally the Government of the United States recognizes the right of the Government of China to enact and enforce similar laws or regulations for the registration, free of charge, of all laborers, skilled or unskilled (not merchants as defined by said acts of Congress), citizens of the United States in China, whether residing within or without the treaty ports.

And the Government of the United States agrees that within twelve months from the date of the exchange of the ratifications of this convention, and annually thereafter, it will furnish to the Government of China registers or reports showing the full name, age, occupation, and number or place of residence of all other citizens of the United States, including missionaries, residing both within and without the treaty ports of China, not including, however, diplomatic and other officers of the United States residing or traveling in China upon official business, together with their body and household servants.

Mr. PALMER. Since 1844, when the first treaty was negotiated with China, it has been altered four times, and every time at the request of the United States, and every time China has reluctantly granted consent. In 1898 China refused consent to ratify that treaty.

Mr. NAPHEN. China did not send answer of refusal. The answer was that the treaty needed further consideration.

Mr. PALMER. The point I want to make is this: That in the beginning of our treaty relations every time the treaty has been altered it has been at the request of the United States and the reluctant consent has been wrung from China. Under the treaty of 1890 we granted free and unlimited immigration to Chinese subjects, and agreed to respect the Chinese and not interfere with her internal affairs.

Mr. NAPHEN. We had no right to absolutely prohibit, but if the coming to the United States or residence of Chinese laborers here affected, or threatened to affect, the interests of our country or endanger the good order of any locality, we had a right to limit or suspend such coming or residence in a reasonable manner.

Mr. PALMER. And every time the treaty has been changed it has been changed at the request of the United States against the wish of China. Is not that true?

Mr. NAPHEN. We were justified. Self-protection demanded it each time. And self-protection calls for the passage of the bill now before us.

Mr. PALMER. I agree with the gentleman as to that.

Mr. NAPHEN. I desire to call the attention of those who oppose this bill on the ground that they anticipate much from our trade with China to a communication of Consul-General Fernigan, from Shanghai, to the State Department on the question of Asiatic competition in the great manufacturing industries of the world. He informs us that—

Goods manufactured in India, Japan, and China are now in the Asiatic markets. \* \* \* China and Japan can now manufacture goods that will seriously compete in foreign markets with our manufactured goods. The energy and skill of the American laborer fear no rival in the home market, but a new civilization is lighting up China and competition in Chinese markets for our manufactures will be one of the consequences. I have not failed



to consider that civilization will increase the wants of the Chinese, but their progress may enable them to supply their wants. It is, therefore, Chinese competition in Chinese markets that is first to be feared, and not so much in our home markets. The success which has attended cotton mills at Shanghai within a few years past has stimulated the formation of companies for similar enterprises elsewhere in China. \* \* \*

The American laborer is very properly protected against competition with Chinese labor or American labor, and such protection in no sense discredits the industry of the former, but when the products of Chinese labor will seriously compete in American markets with the products of American labor is more the question of the hour. In this report I have indicated the belief that competition is not to be so much apprehended in our home markets as it is in the markets of China for home products, and the facts would seem to justify the belief. \* \* \*

The quality of cotton goods at present imported from Great Britain and the United States can be manufactured in China from the products of her soil, and it is unanswerable to expect the importation from foreign countries to continue in such large quantities, and when the products can be produced in necessary quantity on the soil of China at a far cheaper price it is no longer a question that cotton made and manufactured in China will supply the demand of the Chinese for cotton goods. \* \* \*

It will, and it therefore follows that the competition will first begin in the markets of China. \* \* \* The prices paid a Chinese laborer are starvation prices to the American laborer, but the price of Chinese food is in proportion to the price of Chinese labor, and the money is received and the food eaten with contentment. \* \* \*

It is certain that there can be produced in China a much superior grade of cotton to that now produced, and with improved machinery Chinese cotton mills will be able to supply the demand for a finer quality of cotton goods, as they are now supplying the demand for the more inferior quality.

In another report he informs us that "the poorest families will live on 50 cash apiece per diem, which at the present rate of exchange is about 3 cents."

In this report of the commerce of China we are informed "that the cotton industry and cotton demand in China are an especially important subject in considering that country from the standpoint of American commerce. Cotton and cotton goods form the largest item of our exports to China."

Much as I am in favor of an exclusion act, I desire to place on record my opposition to section 2 in its present form, which provides that the prohibition of Chinese immigration shall apply to those born in our insular possessions since their acquisition, and those who may be born there hereafter.

We have no right to prevent the free transit of any person born in the insular possessions whose parents have a permanent residence and domicile therein, be they *Mestizos* or Chinese. It should seem unnecessary for me to argue that our insular possessions are not foreign territory.

Mr. Chief Justice Marshall and Mr. Justice Story define a foreign territory to be one exclusively without the authority of the United States (see the cases of the boat *Eliza*, 2 Gall. 4; *Faber v. United States*, 1 Story, 1; the ship *Adventure*, 1 Brook, 235-241), and this decision is sustained by a long line of decisions and by numerous authorities on constitutional law.

In the recent case of *De Lima v. Bidwell* (182 United States, 1), Mr. Justice Brown, who delivered the opinion of the court, says:

From a résumé of the decisions of this court, the instructions of the Executive Departments, and the above acts of Congress, section 2 of the Foraker Act, it is evident from 1898, the date of Mr. Gallatin's letter, to the present time there is no shred of authority, except the dictum in *Plenum v. Page* (practically overruled in *Gross v. Hansen*), that a district ceded to and in the possession of the United States remains for any purpose a foreign country.

Mr. CLARK. Will my colleague on the committee answer one question?

Mr. NAPHEN. Certainly.

Mr. CLARK. If the Philippine Islands are a part of the United States, does it not necessarily follow that Congress has no power to restrict the free locomotion of citizens of the Philippine Islands, just as it has no right or power to restrict the free locomotion of any other citizens of the United States?

Mr. NAPHEN. May I ask my colleague a question? When he speaks of "citizens," does he mean those born there since or those who were subjects of Spain at the time of the acquisition? There is an important distinction to be drawn.

Mr. CLARK. I mean those who were subjects of Spain at the time of the acquisition and those who have been born in those islands since—the whole gang of them. [Laughter.]

Mr. NAPHEN. Those who were citizens of Spain at the time of the acquisition and did not preserve their allegiance to Spain must be protected in their natural rights under the Constitution. Those who were born there since we acquired the possessions, whose parents have a permanent residence therein, are citizens of the United States. Does that answer the gentleman's question?

Mr. CLARK. Yes, sir.

Mr. BARTLETT. If the proposition of the gentleman from Massachusetts be true, that they became citizens of the United States, then how do we get any authority from the Constitution of the United States to prohibit those people who by the terms of the cession became citizens of the United States from coming to this country—in other words, from going from one part of the United States to another?

Mr. NAPHEN. The rights I refer to are given to them by the Constitution. In the case of *De Lima v. Bidwell* (182 U. S., 1) the court said:

Whatever may be finally decided by the Americans as to the status of the islands and their inhabitants, it does not follow in the meantime, awaiting that decision, that people are in the matter of personal rights unprotected by the provisions of our Constitution and subject to merely arbitrary control of Congress.

Mr. BARTLETT. I want to keep them out, but I want to know how to do it.

Mr. NAPHEN. Permit me to call your attention to the latter part of Article IX of the Treaty of Paris, and perhaps you will see the distinction.

Mr. KLEBERG. Well, they could still come here under the Constitution if they are citizens of the United States.

Mr. NAPHEN. Under the latter part of article 9 the civil rights and political status of the native inhabitants of the territories hereby ceded to the United States shall be determined by Congress. A man has three rights. He has his natural right, he has his civil right, and he has his political right. This exclusion is contained within his natural rights, and I have not touched the civil or political rights yet, even should it be said under this section that we had a right to define what the civil rights and political status of the native inhabitants were. I say they can not apply to those that were born there since or who may be born there hereafter. That contemplated those who were then native residents of the insular possessions.

Mr. BARTLETT. May I ask the gentleman if he does not consider it a natural, inalienable right of every American citizen to go where he pleases and to have equal protection of law and Constitution of the United States?

Mr. NAPHEN. Certainly, sir; and I am coming to that, and that is just the reason I am not in favor of section 2 in its present form.

Mr. BARTLETT. Then I think you and I agree.

Mr. KLEBERG. That is all right.

Mr. NAPHEN. I do not agree with my colleague on part of section 2.

Mr. BARTLETT. I misunderstood your position. Of course the gentleman has read the decision of Justice Brown in the celebrated *Downes* and *Bidwell* cases, which discusses somewhat the same propositions.

Mr. NAPHEN. It is discussed in all of the cases.

Mr. BARTLETT. In which he says, enumerating the natural right of people in these islands:

That the inhabitants of these territories are subject to an unrestrained power on the part of Congress to deal with them upon the theory that they have no rights which Congress is bound to respect.

Mr. NAPHEN. That is what I say. It is claimed by some that Congress brought the Constitution there. It went there of its own force.

These possessions are a part of the domain of the United States and our dominion extends over them. Our Constitution has been stretched under the implied-powers doctrine. Instead of a power confining and restricting the power of the Government, it has come to be regarded as a document in which the Government can find a warrant for the exercise of any power, but the most strenuous advocates of this doctrine will not claim that a person born in our insular possessions since our acquisition of same, he being subject to our jurisdiction, can be denied his personal rights except he forfeit them for a crime.

Those rights are life, liberty, and property. His right of liberty permits him to go to any part of our Republic and work there. This can not be denied him, and it rests on the same principle as his right to free speech and his right to worship God according to the dictates of his conscience. If we claim the right to arbitrarily deprive him of one of those, then we can deprive him of all. Judge Day, who was one of the peace commissioners, and who knows well the spirit as well as the letter of the treaty, in an address before the Michigan Bar Association, since the signing of the treaty, said:

Whatever the power of the American Government under the Constitution, the American people through their Executive and Representatives in Congress may be trusted to see that there goes with American sovereignty the underlying principles of freedom and liberty for which our fathers fought and for which they set up a government of and by and for the people. A party which should ignore or forget these principles would be relegated by the people from power to obscurity.

It may be urged that under the treaty Congress has a right to determine the civil rights and political status of the native inhabitants of the territory ceded. That referred to the native inhabitants then there, and not to those who have been born there since or may be born there hereafter. The Constitution takes care of their status.

Usually when territory comes by cession or annexation to a country the terms of the treaty determine the status of the people under their new master. But when we apply this proposition

to the United States the terms of the treaty must not run contrary to the Constitution, the fountain head of our Government. Mr. Justice Cooley, in his work on Constitutional Law, says:

The Constitution never yields to treaty or enactment. It neither changes with time nor does it in theory bend to the force of circumstances.

Therefore, we hold our insular possessions under authority from the Constitution and must be governed according to its terms. You can not violate or set aside a single sentence or clause under any circumstances. If we admit that Congress can do this, then the whole instrument falls to the ground and there would be no Constitution and no Congress. The Constitution creates Congress, and to say that Congress is greater than its creator and can act outside and beyond the power which the Constitution gave it is a proposition repugnant to law and to common sense. Mr. Justice Cooley says:

It is believed, however, that the securities for personal liberty which are incorporated in the Constitution were intended as limitations of its power over any and all persons who might be within its jurisdiction anywhere, and that citizens of the Territories, as well as citizens of the States, may claim the benefit of their protection.

The same Constitution which governs us here must, of course, govern the people in the insular possessions. Every prohibition which binds Congress here binds it there. Liberty can not mean one thing here and something else there. As I have shown, these possessions are as much a part of the domain of the United States as the Territory of Alaska. Congress may extend political privileges according as in its judgment the people shall be found to be capable of exercising them, but at all times the Constitution is there, every clause of it. By virtue of the first clause of the fourteenth amendment of the Constitution, a child born in the United States of the parents of Chinese descent, who have a permanent domicile and residence in the United States, becomes at the time of his birth a citizen of the United States.

In the case of *Cross v. Harrison* (16 Howard, 201) it is said California by ratification became a part of the United States, and if a part of the United States, then Congress did not need an enactment to bring it there, for in the very preamble it is declared to be a Constitution for the United States of America. If Congress could extend the Constitution to-day, it could take it away to-morrow, for the power to repeal is incident to the power to enact. In holding and governing our insular possessions no clause of the Constitution which has thrown its protecting mantle over them can be violated, ignored, or set aside, no matter what the emergency or what the motive which prompted the act. The same right which it guarantees us is theirs also. We can not by legislative action discriminate against persons born in our insular possessions, after the ratification of the treaty, so as to exclude them from their natural, civil, or political rights. [Loud applause.]

Mr. HITT. Mr. Chairman, I yield to the gentleman from Pennsylvania [Mr. PALMER].

Mr. PALMER. Mr. Chairman, the question for decision is, Shall the policy of excluding Chinese laborers from the United States be continued and made perpetual?

How and why this policy originated may be learned from a brief review of the relations of the United States and China.

Our first treaty with China was negotiated in 1844.

In 1857 Great Britain and France invited the United States to join in an armed demonstration against China in order to compel that nation to grant additional commercial privileges. Following the long-established policy of avoiding all entanglements with foreign countries, which Washington recommended, the invitation was declined.

In 1858, by friendly negotiations, the United States secured from China all the advantages that Great Britain and France obtained by an armed occupation of Peking.

In 1868 additional articles were agreed upon, securing greater privileges to citizens of the United States in China, recognizing the autonomy of the Empire, disavowing any intention of interfering in its internal affairs, prohibiting the coolie contract system, guaranteeing the free and unlimited immigration of Chinese subjects into the United States, and extending to them the treatment accorded to the most-favored nations.

The opportunity to find work, accorded by the construction of the Pacific railroads, brought some hundreds of thousands of Chinese laborers to this country. They were brought under contracts made by Chinese companies, which included a provision for their return in a given number of years, if living, and a removal of their remains to China for burial, if dead.

Difficulties arose between native and Chinese laborers, riots occurred in which many of the Chinese immigrants were killed, and the Government felt obliged to pay China large sums of money as damages.

In 1880 a commission was dispatched to China for the purpose of negotiating a modification of the treaty of 1868 with respect to restricting the immigration of Chinese laborers, which was successfully China reluctantly consenting.

In 1888 another effort was made to obtain further concessions, which was unsuccessful, when Congress passed an act which violated the treaty of 1860. Nevertheless the Supreme Court held the act to be within the power of the Government.

In 1894, for the fourth time, the Chinese consented to negotiate a new treaty of immigration, which took the place of the treaty of 1880, modified the act of 1888, and allowed Chinese laborers lawfully in the United States to visit China and return, under certain restrictions. That treaty, which was limited by its terms to ten years, with the act of 1892, which expires by limitation in May of this year (which regulates the coming and going of resident Chinese), are the laws now in force upon the subject of Chinese immigration.

The policy of the Government from 1868 to 1894 has been modified from free immigration in 1868 to prohibition in 1894. From 1868 to 1880 there was free immigration; from 1880 to 1888, restriction; from 1888 to 1892, exclusion, and from 1892 to this time, prohibition.

The question is, "Shall this policy be definitely and finally adopted and laws passed declaring it free from any time limit?"

The reasons urged for the exclusion of the Chinese are that they are an undesirable class, not assimilative into the body of our people; that they can work and live under the most unfavorable conditions; subsist on an astonishingly small allowance of food; that they are not burdened with families to support, and are therefore able to underbid others who have wives and children; that they are immoral in character and fatalists in religion; that their only purpose is to earn as speedily as possible a sum of money with which to return to China; that they have no interest in building up society, supporting schools or churches, or in the success of free institutions; that no free-born and self-respecting laboring man can maintain himself and his family in competition with Chinese laborers. They are "aliens from the commonwealth of Israel and strangers from the covenants of promise."

The political economist urges that the laborer who can produce value to the extent of \$3 per diem and who can subsist on 20 cents is not as valuable to the community as one who consumes a dollar in living, especially if the first takes his earnings out of the country to be expended elsewhere.

The statesman contends that the perpetuity of the Republic depends upon the virtue and intelligence of the people, and that whatever impairs virtue or decreases intelligence must be forbidden; that the standard of American citizenship is high because the citizen is able not only to obtain the necessities but some of the comforts of life, and occasionally get within hailing distance of the luxuries. He is able to buy books and educate his children and support the church of his choice.

The mechanic who has a commodious six-room house, with modern improvements, and who can earn an average of \$9.50 a day the year round, lives better and more cleanly and has more of the comforts of life than did the English nobility in the days of Elizabeth. This condition results from his ability to buy and his disposition to consume. Whatever diminishes his ability to buy will decrease his opportunity to consume. The competition of Chinese labor will inevitably tend to lower the wages of labor, and therefore degrade the standard of citizenship.

The moralist points with horror and dread to the unblushing vice of the Chinese quarters in all cities where considerable numbers are congregated; to their contaminating influences on the youth of other races; to their utter disregard of all laws of health, cleanliness, or morality, and fears, not without reason, that all possible benefits to be derived from Chinese labor would be far overbalanced by the importation and dissemination among our youth of vice and disease.

The strength and glory of the Republic is in her matchless army of laboring men. Her true and only aristocracy is to be found among those who work with brain or hand. Merchant, miner, mechanic, unskilled laborer, lawyer, doctor, preacher, teacher—it matters nothing—all who honestly and earnestly toil belong in the ranks ennobled by labor. The idle rich, who toil not, are only camp followers of the grand army of laborers.

Says Thomas Carlyle: "Labor is discovered to be the grand conqueror, erecting and building up nations more surely than the proudest battle."

Little by little, but more and more, the rights of labor are conceded. Little by little, but more and more, the share of the laborer in the fruits of his toil is increased. In fifty years the average of wages of the laborer in this country has increased 40 per cent, while the hours of daily toil have steadily decreased. Our laboring people are better clothed, housed, and fed than any other on the earth. Capital has not lost by labor's gain. The wealth of the country has increased by leaps and bounds. Perhaps the share of labor in the great enterprises in which capital and labor are jointly engaged is not yet fairly rendered. Neither can prosper without the other; therefore the division of profits should be fair and just.

Whatever tends to cheapen, degrade, or debase labor should be forbidden in the interest of capital, labor, and the state.

Across the sea, but within a few days' journey, lies a land in which 400,000,000 human beings, nearly a third of the population of the globe, struggle for the bare necessities of life. Forty centuries of toil, privation, and starvation have bred a race with a power to work with little food or rest, with a perseverance that no Caucasian men can equal; a race without morals or sensibility; calm, secretive, persistent, and servile; with quickened intellectual power enabling them to copy, imitate, and become proficient in any work; subsisting on a few handfuls of rice, taking no account of heat, cold, times, or seasons; having no recreations that are not vicious; stoics in practice and fatalists in belief. Of them millions die of starvation annually; being unable by the severest toil to earn even the few monthfuls of food upon which they could subsist.

Shall the United States open her ports and let them in? Shall the workers of this land be put into hopeless competition with the swarming millions of China?

Shall the standards of citizenship be lowered, the wages of labor decreased, the opportunity for educating children diminished, our army of workers reduced to the necessity of adapting themselves to the starved condition of a servile oriental race, and the body politic be infected with the leprosy of Eastern vices?

To those who fly from the persecution of tyrants, if they are industrious, law-abiding, and God-fearing, and if they seek homes and citizenship in this fair land of opportunity and freedom; if they come to cast in their lot with us, renouncing all allegiance to foreign princes and potentates, to help in building up the great Republic, the gates should not be closed. For the anarchist, who would destroy all government; the pauper, who would become a burden to the industrious; for the criminal, fleeing from punishment for crimes committed, and for the Chinese, whose coming in large numbers would tend to lower the standard of citizenship, lessen intelligence and impair virtue, and therefore weaken the support upon which the perpetuity of the Republic depends, we have no room.

O Liberty, white goddess! Is it well  
To leave the gates unguarded! On thy breast  
Fold sorrow's children, soothe the hurts of fate,  
Lift the down-trodden; but with hand of steel  
Stay those who to thy sacred portals come  
To waste the gifts of freedom. Have a care  
Lest from thy brow the clustered stars be torn  
And trampled in the dust. For so of old  
The thriving Goth and Vandal trampled Rome,  
And where the temples of the Caesars stood  
The lean wolf unmolested made her lair.

[Loud applause.]

Mr. CLARK. Mr. Chairman, I ask unanimous consent to extend my remarks somewhat by inserting certain matters that I just referred to.

The CHAIRMAN. The gentleman from Missouri asks unanimous consent to extend his remarks in the Record. Is there objection?

There was no objection.

Mr. HITT. Mr. Chairman, I move that the committee do now rise.

The motion was agreed to.

The committee accordingly rose; and Mr. DALZELL, the Speaker pro tempore, having resumed the chair, Mr. MOODY of Massachusetts, Chairman of the Committee of the Whole House on the state of the Union, reported that that committee had had under consideration the bill H. R. 18081 (the Chinese-exclusion bill), and had come to no resolution thereon.

#### CUSTODIANS OF DOCUMENTS.

Mr. BULL. Mr. Speaker, I am instructed by the Committee on Accounts to report the following privileged report.

The Clerk read as follows:

Resolved, That there shall be appointed by the Speaker of the House of Representatives two persons whose duty it shall be, under the direction and supervision of the Superintendent of the Capital Buildings and Grounds, to properly arrange and temporarily be the custodians of the documents formerly stored in the gallery of Statuary Hall and now in the old library space, said persons to be paid out of the contingent fund of the House at the rate of \$100 per month.

The following amendment recommended by the committee was read:

At the end of the resolution insert the word "each."

The SPEAKER pro tempore. The question is on agreeing to the amendment.

The amendment was agreed to.

The SPEAKER pro tempore. The question now is on agreeing to the resolution as amended.

The resolution was agreed to.

#### CLERK TO COMMITTEE ON ENROLLED BILLS.

Mr. BULL. Mr. Speaker, I am instructed by the Committee on Accounts to report the following resolution.

The Clerk read the resolution, as follows:

Resolved, That the chairman of the Committee on Enrolled Bills be, and he is hereby, authorized to appoint an additional clerk to said committee, who shall be paid out of the contingent fund of the House at the rate of \$4 per day during the remainder of the present session.

Mr. BARTLETT. Mr. Speaker, I desire to say that this is the usual resolution passed usually a month before this time by the Committee on Enrolled Bills. It is the same thing that has been done not only in this Congress, but in every preceding Congress of which I have been a member, and those before. It is nothing new; it is the usual thing, except that it comes a month later than before.

The SPEAKER pro tempore. The question is on agreeing to the resolution.

The resolution was agreed to.

#### CHARLES E. GLYNN.

Mr. BULL. Mr. Speaker, I also submit the following resolution from the Committee on Accounts.

The Clerk read as follows:

Resolved, That there be paid out of the contingent fund of the House to Charles E. Glynn, for services for ten days as secretary to Albert D. Shaw, late member of Congress from the Twenty-fourth district, New York, the sum of \$25.70, said services being rendered from February 1 to February 10, 1901, inclusive.

Mr. BULL. There is a substitute for that.

The Clerk read the substitute, as follows:

Resolved, That the Clerk of the House be, and he is hereby, authorized and directed to pay out of the contingent fund of the House, miscellaneous items, 1901, to Charles E. Glynn the sum of \$25.70, being the amount due said Glynn for services rendered as clerk to the Hon. Albert D. Shaw, Representative-elect to the Fifty-seventh Congress, who died while a member of the Fifty-sixth Congress, said services having been performed from February 1 to February 10, 1901, inclusive.

The SPEAKER pro tempore. The question is on agreeing to the substitute in lieu of the original resolution.

The substitute was agreed to.

#### MESSAGE FROM THE SENATE.

A message from the Senate, by Mr. PLATT, one of its clerks, announced that the Senate had passed without amendment the following resolution:

#### HOUSE CONCURRENT RESOLUTION 48.

Resolved by the House of Representatives (the Senate concurring), That there be appointed a committee by the President pro tempore of the Senate and the Speaker of the House to attend the ceremonies incident to transfer of the remains of Gen. William S. Rescans from California to the cemetery at Arlington, Va., said committee to be a joint committee of the two Houses.

#### ENROLLED BILLS PRESENTED TO THE PRESIDENT OF THE UNITED STATES.

Mr. WACHTER from the Committee on Enrolled Bills, reported that they had presented this day to the President of the United States for his approval bills of the following titles:

- H. R. 1503. An act granting an increase of pension to Michael Farrell;
- H. R. 1378. An act granting an increase of pension to La Myra V. Kendig;
- H. R. 6010. An act granting an increase of pension to William J. Overman;
- H. R. 6018. An act granting an increase of pension to Thomas Bliss;
- H. R. 2287. An act granting an increase of pension to George McDaniel;
- H. R. 2545. An act granting an increase of pension to Isaac H. Crim;
- H. R. 6438. An act granting an increase of pension to Matthew O. Medbury;
- H. R. 9348. An act granting an increase of pension to Joseph Cowgill;
- H. R. 5327. An act granting an increase of pension to William H. Mackey;
- H. R. 1275. An act granting an increase of pension to Charles W. Thomas;
- H. R. 7250. An act granting an increase of pension to Margaret Hendry;
- H. R. 6667. An act granting an increase of pension to Lorenzo Blackman;
- H. R. 3276. An act granting an increase of pension to William G. Johnson;
- H. R. 1190. An act granting an increase of pension to Albert S. Whittier;
- H. R. 1688. An act granting an increase of pension to Helen V. Rorer;
- H. R. 725. An act granting an increase of pension to Joseph B. Arbaugh;
- H. R. 809. An act granting an increase of pension to James P. Burchfield;
- H. R. 1714. An act granting an increase of pension to Levi H. Winslow;
- H. R. 10141. An act granting an increase of pension to William R. Armstrong;



JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Angel Island Immigration Station Foundation agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Angel Island Immigration Station Foundation

By:   
Its: BOARD PRESIDENT



Proudly consists of:

APA Family Support Services  
API Legal Outreach  
Asian & Pacific Islander  
Wellness Center  
Asian Law Caucus, Inc.  
Asian Neighborhood Design,  
Inc.  
Asian Pacific American  
Community Center  
Brightline Defense Project  
Center for Asian American  
Media  
Charity Cultural Services  
Center  
Chinatown Community  
Development Center  
Chinese Cultural Center of San  
Francisco  
Chinese for Affirmative Action  
Chinese Historical Society of  
America  
Chinese Newcomers Service  
Center  
Chinese Progressive Association  
Community Youth Center  
Donaldina Cameron House  
Filipino Community Center  
Filipino-American Development  
Foundation  
First Voice  
Gum Moon/Asian Women  
Resources Center  
Japanese Community Youth  
Council  
Japantown Task Force  
Kai Ming Head Start  
Kimochi, Inc.  
NICOS Chinese Health Coalition  
Nihonmachi Street Fair  
Northeast Community Credit  
Union  
Northern California Cherry  
Blossom Festival  
OCA SF-Asian Pacific American  
Advocates  
Richmond Area Multi-Services  
Samoan Community  
Development Center  
Self-Help for the Elderly  
South of Market Community  
Action Network  
Southeast Asian Community  
Center  
The YMCA of San Francisco-  
Chinatown  
Veterans Equity Center  
Vietnamese Youth Development  
Center  
Visitation Valley Asian Alliance  
West Bay Pilipino Multi-Service,  
Inc.  
Wu Yee Children's Services

## JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

API Council agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

API Council is a 45-member citywide coalition that advocates for the equitable policies and resources on behalf of the API communities. Our 45-member coalition serves over 350,000 API residents alone in San Francisco.

API Council

By: Cally Wong \_\_\_\_\_

Its: Director \_\_\_\_\_

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Asian American Bar Association agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Asian American Bar Association


By: 

Its: David Tsai, President 04/11/2018

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Asian Law Caucus agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Asian Law Caucus

By:   
Its: Advancing Justice - Asian Law Caucus  
5/10/18

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

The California Asian Pacific American Bar Association (Cal-APABA) agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

CALIFORNIA ASIAN PACIFIC  
AMERICAN BAR ASSOCIATION

By:



Its: President



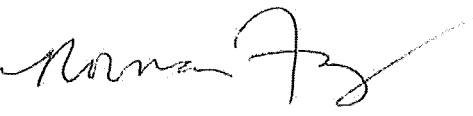
Chinatown Community  
Development Center  
華協中心

1525 Grant Avenue  
San Francisco, CA 94133  
TEL 415.984.1450  
FAX 415.362.7992  
TTY 415.984.9910  
[www.chinatowncdc.org](http://www.chinatowncdc.org)

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Chinatown Community Development Center agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Chinatown Community Development Center

By: 

Name: Norman Fong

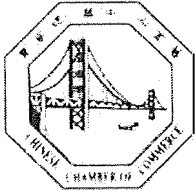
Its: Executive Director \_\_\_\_\_



Properties professionally managed by Chinatown Community Development Center do not discriminate based on race, color, creed, religion, sex, national origin, age, familial status, handicap, ancestry, medical condition, physical handicap, veteran status, sexual orientation, AIDS, AIDS related condition (ARC), mental disability, marital status, source of income, or any other arbitrary status







## CHINESE CHAMBER OF COMMERCE

730 Sacramento Street, San Francisco, CA 94108

(415) 982-3000

Fax: (415) 982-1720

### JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Chinese Chamber of Commerce agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Chinese Chamber of Commerce

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

Its: KITMAN CHAN, PRESIDENT



## CHINESE CONSOLIDATED BENEVOLENT ASSOCIATION

*"Chinese Six Companies"*

The Official Representative Association of Chinese in America

843 STOCKTON STREET • SAN FRANCISCO, CALIFORNIA 94108

TEL: (415) 982-6000 • FAX: (415) 982-6010

April 25, 2018

Supervisors:

Sandra Lee Fewer, Catherine Stefini and Norman Yee

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

Dear Supervisors.

The Chinese Consolidated Benevolent Association strongly supports a resolution of the Board of Supervisors to direct the San Francisco's Recreation and Park Commission to eradicate the name, Julius Kahn's from the Julius Kahn Playground.

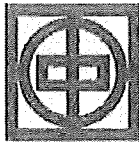
Due to former Congressman Kahn's advocacy in the permanent extension of the Chinese Exclusion Act and his introduction of H.R. 13031 which gained quick passage through the House of Representatives prior to moving on to the Senate for approval.

As San Franciscans, we should be able to enjoy our public parks and have equal access to facilities provided by this great City by the Bay regardless of the color of our skins or ethnicities, without the stigma of a racist name.

Sincerely,

CHINESE CONSOLIDATED BENOVOLENT ASSOCIATION

Stephen Leung  
Presiding President



舊金山中華文化基金會  
Chinese Culture Foundation of San Francisco

Dedicated to elevating underserved communities  
and giving voice to equality through education and contemporary art.

April 12, 2018

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Vice Chairs  
Wai-ling Eng  
Sherman Tang  
Alfred Tom

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Shannon Yip

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Garry K. Wong

Executive Director  
Mabel S. Teng

Global Art Council  
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Mami Kataoka  
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Art Advisory Board  
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Tatwina Chinn Lee  
Manni Liu  
Gang Situ

Supervisor Sandra Lee Fewer  
Supervisor Catherine Stefani  
Supervisor Norman Yee  
City Hall, 1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Supervisors Fewer, Stefani, and Yee,

On behalf of Chinese Culture Center, we are writing to support a resolution of the Board of Supervisors directing the Recreation and Park Commission to remove Julius Kahn's name from Julius Kahn Playground.

Chinese Culture Center (CCC), under the aegis of the Chinese Culture Foundation of San Francisco is one of the leading and most prominent cultural and social centers in the city of San Francisco. Our mission is dedicated to elevating underserved communities and giving voice to equality through education and contemporary art. Our work is based in Chinatown and San Francisco's open and public spaces, and other art institutions.

Creating welcoming and safe spaces is important to all San Franciscans. During his time, Congressman Julius Kahn promoted and institutionalized racist and exclusionary policies in our country. To continue referring to the park named after him means that we continue to promote exclusion and racism. Since this is not the kind of community we are promoting, his name should be removed and replaced with a new name that is the result of a community process.

We join the Chinese Historical Society of America and others in respectfully requesting that you introduce a resolution directing the Recreation and Park Commission to remove his name from the playground.

Sincerely,

Chinese Culture Center

By Mabel Teng, Executive Director

By May Leong, Deputy Director

cc: Phil Ginsburg  
General Manager  
Recreation and Park Department

President Mark Buell  
Secretary Margaret McArthur  
Recreation and Park Commission

750 KEARNY ST., 3RD FLOOR, SAN FRANCISCO, CA 94108

T (415)986-1822 | F (415)986-2835 | W [www.cccsf.us](http://www.cccsf.us) | E [info@cccsf.us](mailto:info@cccsf.us)



舊金山中華文化基金會  
Chinese Culture Foundation of San Francisco

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Executive Director  
Mabel S. Teng

Global Art Council  
Hou Hanru  
Mami Kataoka  
Pi Li

Art Advisory Board  
Terese Tse Bartholomew  
Tatwina Chinn Lee  
Manni Liu  
Gang Situ

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Chinese Culture Foundation of San Francisco agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Chinese Culture Foundation of San Francisco

By: Mabel S. Teng Date: April 12, 2018

Mabel Teng, Executive Director

By: May Leong Date: 4/12/18

May Leong, Deputy Director

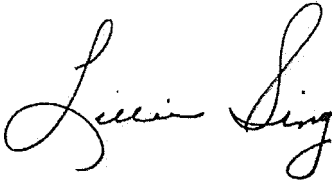
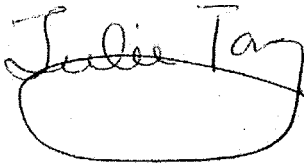
JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

COMFORT WOMEN MEMORIAL FOUNDATION agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

COMFORT WOMEN JUSTICE COALITION

Judge Lillian Sing, ret


Judge Julie Tang, ret.

A handwritten signature in cursive script that reads "Lillian Sing".A handwritten signature in cursive script that reads "Julie Tang". Below the signature is a large, empty oval shape.

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

The Community Youth Center of San Francisco agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Community Youth Center of San Francisco (CYC)

By:   
Its: EXECUTIVE DIRECTOR





# EDWIN M. LEE

## Asian Pacific Democratic Club

### JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Edwin M. Lee Asian Pacific Democratic Club agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Edwin M. Lee Asian Pacific Democratic Club


By:  
Its:

139332080.1

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Japanese Community Youth Council agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Japanese Community Youth Council

By:  \_\_\_\_\_  
Its: Executive Director \_\_\_\_\_



JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Japanese Cultural and Community Center of Northern California agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Japanese Cultural and Community Center of  
Northern California

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

Its: \_\_\_\_\_

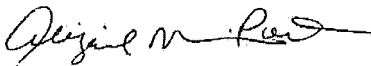
*Executive Director*



JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Jewish Community Relations Council agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

JEWISH COMMUNITY RELATIONS  
COUNCIL

By:   
Its: AMP \_\_\_\_\_

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Kimochi, Inc., agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Kimochi, Inc.

By: 

Its: EXECUTIVE DIRECTOR

**From:** Vince Courtney  
**To:** Low, Allan E. (SFO); Theresa Foglio  
**Cc:** Zhang, Linda (SFO); Quock, Lindsey (SFO); Chang, Kathy (SFO)  
**Subject:** Re: LIUNA Local 261 Joinder in Support  
**Date:** Wednesday, May 2, 2018 12:46:03 PM

---

Commissioner Low:

JOINDER IN SUPPORT OF RENAMING LIUNA LABORERS' LOCAL 261

LIUNA Laborers' Local 261 agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

LIUNA Laborers' Local 261

By: /s/ Vince Courtney





Monica Padilla  
Interim President, Board of Directors

Joseph F. Martinez  
Executive Director

**May 10, 2018**

**Perkins Coie LLC  
Allan Low, Partner  
505 Howard Street, Suite 1000  
San Francisco, CA 94105**

Dear Allan,

**JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK**

MISSION CHILD CARE CONSORTIUM, INC. agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Sincerely,

Joseph F. Martinez  
Executive Director

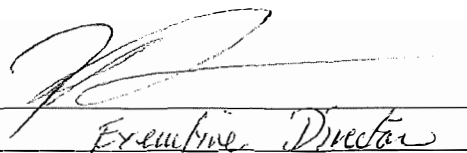
JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

National Japanese American Historical Society agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

National Japanese American Historical Society

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

Its: \_\_\_\_\_



*Executive Director*

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Nihonmachi Street Fair agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Nihonmachi Street Fair

*Michael Fre, Board chair*

By:

Its:

139527212.1

# Charles Ferguson, Esq.

3398 Washington Street, San Francisco, CA 94118 \* 415.500-1477 \* cferguson@energysolution.us.com

---

April 30, 2018

Supervisor Sandra Lee Fewer  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Supervisor Catherine Stefani  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Supervisor Norman Yee  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Re: Renaming JK Playground

Dear Supervisors Fewer, Stefani and Yee:

I am writing in my capacity as President of the Presidio Heights Association of Neighbors.

As you know, the northern boundary of the Presidio Heights neighborhood is the Presidio Wall between the Presidio Gate and Arguello Gate. The Julius Kahn Playground is situated directly on the other side of the Presidio Wall from Presidio Heights midway between the two gates.

For as long as anyone can remember, JK Playground has been used extensively by countless children who have grown up in Presidio Heights. The main building at the playground was built because of the generosity of Richard and Rhoda Goldman, two of the most-revered philanthropists in San Francisco, and residents of Presidio Heights for most their long lives. As a parent of two children myself, I think it is fair to say that JK Playground is a vital and necessary part of the character of the Presidio Heights neighborhood. As a 30-year resident of Presidio Heights, a neighborhood consisting of over 800 residences and over 2500 residents (all of whom are automatically members of PHAN by their residency), I can attest to the fact that it is a beloved playground in our community and we hope that it will continue to be a vibrant space for generations to come.

Nevertheless, after careful consideration and discussion, the Board of Directors of the Presidio Heights Association of Neighbors (PHAN) does not oppose the removal of Julius Kahn's name

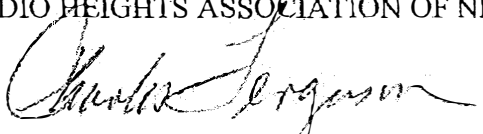
PHAN/Renaming JK Playground  
April 30, 2018  
Page 2

from Julius Kahn Playground. Furthermore, PHAN recognizes and supports the efforts of the Chinese Historical Society of America and Chinese for Affirmative Action to remove Julius Kahn's name from the playground, and PHAN's board of directors has met with their representative to discuss the matter. Again, we do not oppose the removal of Julius Kahn's name from the playground, and we look forward to being part of the City's conversation to give the playground a new name.

Sincerely,

PRESIDIO HEIGHTS ASSOCIATION OF NEIGHBORS

By



Charles Ferguson, President

cc: Vincent Pan, Executive Director  
Chinese for Affirmative Action

Jane Chin, Interim Executive Director  
Hoyt Zia, President  
Chinese Historical Society of America

Phil Ginsburg, General Manager  
Recreation and Park Department

President Mark Buell  
Secretary Margaret McArthur  
Recreation and Park Commission

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Rose Pak Democratic Club agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Rose Pak Democratic Club


By:  \_\_\_\_\_  
Its: President



JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

The Rotary Club of San Francisco Chinatown agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Rotary Club of San Francisco Chinatown

A handwritten signature in black ink, appearing to read 'Richard Swart', written over a horizontal line.

By: Richard Swart

President 2017-18

Additionally, we would like to comment that this decision was unanimous among our membership. Thank you for considering the renaming of Julius Kahn Park.



P.O. Box 29055  
San Francisco, CA 94129  
Phone: 415.474.1321

mgpappas@sfinterfaithcouncil.org  
www.sfinterfaithcouncil.org

**Michael G. Pappas, M.Div.**  
Executive Director

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*Grace Cathedral*

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*Church of Jesus Christ LDS*

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*First Friendship Institutional Baptist  
Church*

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*Vedanta Society*

Dr. Mary Wardell  
*University of San Francisco*

Dr. Sally Wei  
*Buddhist Tzu Chi Foundation*

Fr. Kenneth Westray  
*St. Vincent de Paul Catholic Church*

**JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK**

SAN FRANCISCO INTERFAITH COUNCIL agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

SAN FRANCISCO INTERFAITH COUNCIL

By: Michael G. Pappas

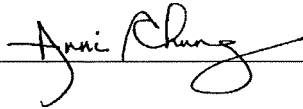
Its: Executive Director

May 10, 2018

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Self-Help for the Elderly agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Self-Help for the Elderly

By: 

Its: President & CEO



JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

The South Asian Bar Association of Northern California agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

South Asian Bar Association of Northern California

By: Asit Panwala

Its: \_\_\_\_\_



**SOUTHERN CALIFORNIA  
CHINESE LAWYERS ASSOCIATION**

199 WEST GARVEY AVENUE, SUITE 201  
MONTEREY PARK, CA 91754  
WWW.SCCLA.ORG

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**EXECUTIVE  
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HON. CYNTHIA LOO

**ORANGE COUNTY  
LIAISON**  
BENJAMIN S. LIN

**JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK**

The Southern California Chinese Lawyers Association agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

Signed:   
Name: Shirley Wei  
Title: SCCLA President-Elect  
Date: April 24, 2018

**PAST PRESIDENTS**  
ALBERT C. LUM  
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GEORGE S. LEE (1924-1985)  
HON. RONALD S.W. LEW\*  
HON. HARRY MOCK JR. (1932-1986)  
WILLIAM L. TAN  
DAVID B. WOO (1939-2016)  
EDWARD Y. KU  
H.G. ROBERT FONG

HON. GEORGE H. KING\*  
BRIAN A. SUN\*  
SANDRA J. CHAN  
STEWART C. KWONG\*  
HON. RONALD LOW\*  
CAROLYN M. YEE (1949-2011)  
HON. ROBERT N. KWAN\*  
HON. DOLLY M. GEE\*  
DAVID C. TSENG

PAMELA G. CHIN\*  
HON. JOHN K.C. MAH  
CURTIS C. JUNG\*  
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CYNIDIE M. CHANG  
STACEY H. WANG  
FELIX T. WOO

\* BOARD OF ADVISORS MEMBER

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

UNITED PLAYAZ agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

UNITED PLAYAZ

By: 



# CALIFORNIA LEGISLATURE

STATE CAPITOL  
SACRAMENTO, CALIFORNIA  
95814

May 9, 2018

Supervisor Catherine Stefani  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Supervisor Stefani:

We write to support the removal of Julius Kahn's name from Julius Kahn Playground.

As San Francisco representatives, we know that Julius Kahn Playground is a beloved park in the community, and we believe that its name should reflect the community's values. San Francisco welcomes immigrants from all over the world and celebrates their contributions to the community. Our public parks, which are open to people of all ethnicities and backgrounds, should not continue to honor a man who spearheaded the enactment of racist and exclusionary policies against people in our diverse community.

We join the Chinese Historical Society of America, Chinese for Affirmative Action, and the broad coalition of community organizations throughout the City of San Francisco and beyond in calling for the adoption of a resolution directing the Recreation & Park Commission to remove Julius Kahn's name from the playground.

Sincerely,



Scott Wiener,  
California Senator, 11th District



David Chiu  
California Assemblymember, 17th District

**From:** gchinboss@gmail.com  
**To:** Low, Allan E. (SFO)  
**Cc:** Quock, Lindsey (SFO); Zhang, Linda (SFO); Chang, Kathy (SFO)  
**Subject:** Re: Julius Kahn Playground  
**Date:** Friday, May 4, 2018 8:30:27 AM

---

" I, Gordon Chin, agree with the letter of the Chinese Historical Society of America dated April 3, 2018 and the Chinese for Affirmative Action dated April 3, 2018, and join them in full support of the renaming of Julius Kahn Park "

Gordon Chin  
May 4, 2018

Sent from my iPad



## **JOINDER IN SUPPORT OF RENAMING THE JULIUS KAHN PARK**

This letter serves as support for the Chinese Historical Society of America and the Chinese for Affirmative Action to remove Julius Kahn's name from the Julius Kahn Playground.

Julius Kahn was known for his relentless efforts to exclude Asians from the United States and his most significant contribution was his leadership in making the Chinese Exclusion Act permanent. This Act had a dehumanizing effect on Chinese in America and tore Chinese families apart.

Our parks are a space for everyone in our diverse community and should not honor or bear the name of a man who promoted hatred and exclusion.

I join the San Francisco Chinese Community in full support of the renaming of the Julius Kahn Park.

Sincerely,

Rodney Fong  
President  
Fong Real Estate Company, LLC  
145 Jefferson Street, Suite 700  
San Francisco, CA 94133  
Telephone: (415) 307-6106  
Email: Rodney@WaxMuseum.com

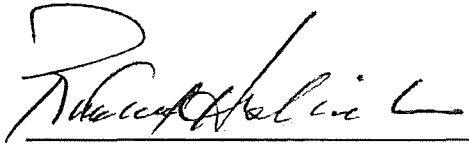
FONG REAL ESTATE COMPANY, LLC

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145 JEFFERSON STREET, SUITE 700 SAN FRANCISCO, CALIFORNIA 94133  
FONGREALESTATESF.COM P: 415-345-0619 F: 415-345-0610

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK


Richard Hashimoto agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

A handwritten signature in black ink, appearing to read "Richard Hashimoto", written over a horizontal line.

Richard Hashimoto

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Grace Horikiri agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

A handwritten signature in black ink, appearing to read 'Grace Horikiri', written over a horizontal line.

Grace Horikiri



May 15, 2018

**Dale Minami**  
Direct Line: 415.788-2713  
Fax: 415.398-3887  
Email:

Supervisor Sandra Lee Fewer  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Supervisor Catherine Stefani  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Supervisor Norman Yee  
City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Re: Julius Kahn Playground

Dear Supervisor Fewer, Supervisor Stefani, and Supervisor Yee:

By way of introduction, I am an attorney who has practiced for 46 years in the Bay Area, currently with the firm of Minami Tamaki LLP in San Francisco. As an active member of the Asian Pacific American ("APA") and legal communities, I have helped found the Asian Law Caucus, Inc., a community-interest law firm, the Asian American Bar Association of the Greater Bay Area and the Asian Pacific Bar of California. In the public arena, I served as an evaluator of judges on the State Commission on Judicial Nominees Evaluation ("CJNE"), as a member of Senator Barbara Boxer's Judicial Appointments Review Committee, as a Commissioner on the Fair Employment and Housing Commission and as the Chair of the Civil Liberties Public Education Fund, appointed by President Clinton. I only cite this background to offer some credibility to my opinions expressed below.



In 1972, I began teaching Asian American Studies at U.C. Berkeley as a Lecturer. One of our first subjects we taught was history including the first discriminatory immigration laws aimed at APA's which, of course, was the Chinese Exclusion Act ("Act"), the first ban on immigration of an ethnic group in the United States. This Act was the genesis of almost a century of discriminatory immigration laws aimed at APA's, including the Japanese and Asian ban in 1924.

When President Trump ordered the immigration ban on predominantly Muslim countries, it was an echo of history and the legal justification for these bans were based on the Chinese Exclusion Acts. Discriminatory laws begat additional discriminatory laws and the victims were all persons of color who were considered "foreign" or "unassimilable" by the powers that be. So the Act reverberated throughout history and bedevils us today, not just as a law which demonizes the "other" but as part of a culture which demeans and degrades people of color and those with other religious values. It is a painful reminder of a shameful past and represents a name which should not be honored with playground name.

I therefore join others in respectfully requesting that the name of the Julius Kahn Playground be changed to remove the disgraceful vestige of history which affected not just San Francisco, or California, or the United States but people who have been and are currently, victims of such discriminatory laws. Thank you for your consideration.

Very truly yours,

MINAMI TAMAKI LLP

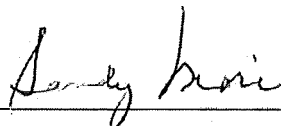
A handwritten signature in cursive script, appearing to read "Dale Minami", followed by a horizontal line.

Dale Minami

DM/dm

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

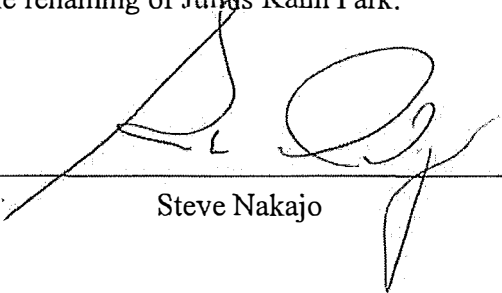
Sandy Mori agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.

A handwritten signature in cursive script, appearing to read "Sandy Mori", is written above a horizontal line.

Sandy Mori

JOINDER IN SUPPORT OF RENAMING JULIUS KAHN PARK

Steve Nakajo agrees with the letter of the Chinese Historical Society of America dated April 3, 2018, and the Chinese for Affirmative Action dated April 3, 2018, and joins them in full support of the renaming of Julius Kahn Park.



Steve Nakajo

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Thursday, May 17, 2018 10:45 AM  
**To:** BOS-Supervisors  
**Subject:** FW: Homeless sleeping in garbage  
**Attachments:** IMAG6928.jpg

-----Original Message-----

From: Donna Williams [mailto:dsw.librarian@gmail.com]  
Sent: Thursday, May 17, 2018 8:18 AM  
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; MayorMarkFarrell (MYR) <mayormarkfarrell@sfgov.org>  
Subject: Fwd: Homeless sleeping in garbage

Greetings Board of Supervisors & Mayor Farrell,

I wrote you a few weeks ago and have the email below. Only one Supervisor replied to my email. Thank you Supervisor Breed. I appreciate your response very much!

I'm attaching a picture of a homeless person sleeping in garbage right outside my building yesterday morning. Lovely isn't it? This is Supervisor Kim's neighborhood but she wouldn't know because she doesn't walk the streets like the rest of us have to. Please walk down Beale street underneath the Harrison overpass. Walk on Bryant and DeLancey St. Where on earth is your compassion for the mentally ill? This person in the picture, I couldn't tell if he was alive or dead. I reported it to 311 immediately, only to come home to him in the same exact spot minus the garbage. I am tired of having to put up with this. Walking around garbage, people, feces, needles. We are a disgusting city.

If the Board is going to support the safe injection sites I sincerely hope then, as a result, the free needle program will stop completely.

You've created the mass needle waste all around the city. I've known 2 people now that have stepped on needles and have had to get medical support. How on earth is that a good policy for the city? Where is the city support for those 2 people. You are setting the city up for law suits. How can you not see that coming?

Please, please do your jobs.

Best,  
Donna Williams

---

Greetings,

I live at 400 Beale St. and am extremely disgusted by the homeless in our area and all over SF. You all had the chance to pass a measure that would actually help the mentally ill homeless and Supervisors Peskin, Yee, Fewer, Ronen & Kim declined to support it.

WHAT ARE YOU WAITING FOR? Our city has become a city-wide dump filled with needles, feces, trash and you don't vote on a measure that could help our city? We need this!

I'm tired of walking out my building every single day and seeing mentally ill and drug users. Please, come to our side of the city, where Jane Kim never steps foot in. Come out to my building as I leave at 6:45 am and see the filth, breath in the stench, and walk past people lying in the sidewalk. See it as they trash our beautiful Rincon Hill dog park (there's water there so that's a big attraction).

Then I get the pleasure of working in the State Building, diagonal to City Hall where you have to hold your breath as you exit the bus at the stop on McAllister and Larkin.

Have any of you actually walked a few blocks around City Hall, up Larkin & Polk, or in UN Plaza? Please help us! I'm a tax paying citizen and I'm tired of the homeless and homeless advocates having more of a say in our city than taxpayers. I want to be able to walk down a sidewalk without having to hold my breath, step over and around needles, garbage and people. Is that too much to ask?

The Navigation Centers have spent millions of dollars with less than minimal results. Stop wasting our money and please invest it in the mentally ill, drug users, who make up most of the homeless population.

If they choose to live on the streets then something is mentally wrong with them. It's not right for them and it's not right that normal citizens should have to put up with it. Give them help in a facility.

When they start coming around and/or getting off drugs (for the drug users), give them a job in the mental health facility. Let them clean up our city. Put them to work for the help they are receiving.

Please do something to help our city already. I'm glad Mayer Farrell is headed in the right direction. If he were running, I'd vote for him! Our whole neighborhood would!

And stop with the eliminating building height requirements in our area. Let the Richmond, Sunset, and other areas pick up some slack and build 30, 50, 80 story buildings. See how the neighbors like that. The Richmond wouldn't even put up with Mel's Diner on Geary going to 6 stories. Oh Please! Come to the East Cut & see how the construction affects walking, breathing, driving, etc. I feel like I moved to NYC although, now that my son lives there, he says NYC is so much cleaner and nicer than our beloved SF! He's hardly seen any homeless there. Check out what they did city-wide a few years back.

It's working!

You all have a chance to make positive changes in SF. I beg you to do your JOBS!

Best,  
Donna Williams

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Wednesday, May 16, 2018 4:25 PM  
**To:** BOS-Supervisors; Somera, Alisa (BOS); Young, Victor  
**Subject:** FW: In support File No. 180318, Operation and Maintenance Pass-through legislation

---

**From:** Cheungjew, Jennifer (DBI)  
**Sent:** Wednesday, May 16, 2018 3:55 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>  
**Cc:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>; Bosque, Rosemary (DBI) <rosemary.bosque@sfgov.org>; Davison, Alan (DBI) <alan.davison@sfgov.org>; Perez, Bernadette (DBI) <bernadette.perez@sfgov.org>; Sanbonmatsu, Jamie (DBI) <jamie.sanbonmatsu@sfgov.org>; Davis Jordan (jodav1026@gmail.com) <jodav1026@gmail.com>  
**Subject:** In support File No. 180318, Operation and Maintenance Pass-through legislation

Dear Ms. Calvillo,

I staff the Single Room Occupancy (SRO) Task Force at Department of Building Inspection, which is a task force appointed by the Board of Supervisors. On April 19, 2018, the Task Force voted to support File No. 180318, Operation and Maintenance Pass-through legislation. The vote was 6 to 2 in favor of this legislation.

If you have any questions, please feel free to contact me.

Sincerely,

**Jennifer Cheungjew**  
Housing Inspection Services  
1660 Mission St, 6<sup>th</sup>Floor  
San Francisco, CA 94103  
Tel: (415) 558 - 6220  
Desk: (415) 558 - 6048  
Email: [jennifer.cheung@sfgov.org](mailto:jennifer.cheung@sfgov.org)  
Web: [www.sfdbi.org](http://www.sfdbi.org)





File No.  
180318

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**From:** Board of Supervisors, (BOS)  
**Sent:** Friday, May 18, 2018 11:43 AM  
**To:** BOS-Supervisors; Somera, Alisa (BOS); Young, Victor  
**Subject:** FW: Supervisor Fewer's Proposed O+M legislation; May 18th Rules Committee Meeting

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**From:** Bill Quan [mailto:billquanqp@yahoo.com]  
**Sent:** Friday, May 18, 2018 8:44 AM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Supervisor Fewer's Proposed O+M legislation; May 18th Rules Committee Meeting

Dear Clerk of the Board:

Please distribute this below email to all Supervisors immediately. Thanks.

Dear Honorable Board of Supervisors:

I am writing to you to urge you to vote no on the subject proposed legislation. Many times in the early years the cash flow is negative for property owners and the proposed legislation would make it very difficult for small investors.

Sincerely,

Bill Quan

Sent from [Mail](#) for Windows 10

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**From:** Board of Supervisors, (BOS)  
**Sent:** Friday, May 18, 2018 11:43 AM  
**To:** BOS-Supervisors; Somera, Alisa (BOS); Young, Victor  
**Subject:** FW: Supervisor Fewer's Proposed O+M legislation

**From:** Bill Quan [mailto:billquanqp@yahoo.com]  
**Sent:** Friday, May 18, 2018 8:11 AM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Supervisor Fewer's Proposed O+M legislation

Dear Honorable Board of Supervisors:

I am writing to you to urge you to vote no on the subject proposed legislation. It would hurt small investors as many times in the early years of ownership the cash flow is negative.

Sincerely,

Bill Quan  
415-885-2225

2526 Van Ness Ave., #10  
S.F., CA. 94109

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**From:** Jordan Davis <jodav1026@gmail.com>  
**Sent:** Monday, May 14, 2018 9:06 AM  
**To:** Board of Supervisors, (BOS)  
**Subject:** Opposing Melara and Marshall's reappointment to the police commission

I am writing this letter in opposition to Sonia Melara and Joseph Marshall's reappointment to the police commission. The commission is supposed to act as an independent oversight body over a department that can make life and death decisions, and, despite their assertions that they make evidence based decisions, they refused to listen to community, health experts, racial justice and disability rights advocates, as well as police experts when they voted to arm the police with Tasers.

Specifically, Ms. Melara has a mean streak, as evidenced by the testimony made by community members before the Rules Committee and has refused to listen to community's concerns and there have been accusations of bullying people. In addition, Mr. Marshall, at his hearing, had only people speaking against his reappointment to the police commission.

The police commission needs to have people with a cool temperament and who listen to community and experts, such as the late Julius Turman. I believe that being friends with the mayor should not determine the tone and direction of the committee, nor should it be a rubber-stamp.

Please be a profile in courage and oppose Melara and Marshall's reappointment.

-Jordan

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**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, May 22, 2018 2:36 PM  
**To:** BOS-Supervisors; Somera, Alisa (BOS)  
**Subject:** FW: Letter of Support for Cindy Elias's Appointment to SF Police Commission  
**Attachments:** CCE05222018.pdf

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**From:** Auyong, Angela (PDR)  
**Sent:** Tuesday, May 22, 2018 2:36 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Letter of Support for Cindy Elias's Appointment to SF Police Commission

Dear Board of Supervisors,

Attached please find the letter of support for Cindy Elias's appointment to the San Francisco Police Commission from Public Defender Jeff Adachi. Thank you.

Sincerely,

Angela Auyong | Office Manager  
Office of the Public Defender | City & County of San Francisco  
555 7<sup>th</sup> Street | San Francisco, CA 94103  
Phone: (415) 553-1677 | Fax: (415) 553-1607 | Email: [Angela.Auyong@sfgov.org](mailto:Angela.Auyong@sfgov.org)

# SAN FRANCISCO PUBLIC DEFENDER

JEFF ADACHI – PUBLIC DEFENDER  
MATT GONZALEZ – CHIEF ATTORNEY



May 22, 2018

VIA EMAIL: Board.of.Supervisors@sfgov.org

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Pl #244  
San Francisco, CA 94102

**Re: Letter of support for Cindy Elias's appointment to the San Francisco Police Commission**

Dear San Francisco Board of Supervisors:

I am writing this letter in support of Cindy Elias's application to serve on the San Francisco Police Commission. I have known Cindy for over twelve years, as Cindy was an attorney at the San Francisco Public Defender's Office. During her time at our office, Cindy held many positions. Cindy began as an attorney in our misdemeanor unit in 2006 and was promoted to the felony unit in 2009. As a misdemeanor and felony trial attorney, Cindy tried forty-four jury trials. She is a talented, fierce advocate and has always demonstrated a strong commitment to serving her community, as she has represented individuals from all walks of life. Moreover, she has always shown compassion and decency towards her clients, particularly those suffering from addiction, poverty, homelessness, trauma and mental illness.

Cindy's heart and dedication to serving the most marginalized is why I chose her as our LEAD (Law Enforcement Assisted Diversion) attorney. LEAD is an innovative, pre-booking diversion program, modeled after the Seattle program, which refers repeat, low-level drug offenders to community-based health and social services as an alternative to jail and prosecution. As part of this program, Cindy worked with various community based partners, including the San Francisco Police Department, the San Francisco District Attorney's Office, the San Francisco Department of Public Health, the San Francisco Adult Probation Department, Glide Memorial Church and Felton Institute. As the LEAD attorney, Cindy was required to meet with the community-based partners on a bi-weekly basis to help develop the program and advocate for candidates participation into the LEAD program. Cindy did a great job both advocating for our clients and interacting with the numerous other representatives of the community based partners.

Cindy was also part of our bail unit and supervised our University of San Francisco School of Law (USF) Racial Justice Law Clinic students as the clinic supervisor. Cindy conducted trainings with the students on implicit bias, as well as on advocacy and client representation. It is clear that Cindy has a passion for making advancements towards equality and nondiscriminatory practices in the criminal justice system.

**Adult Division - HQJ**  
555 Seventh Street  
San Francisco, CA 94103  
P: 415.553.1671  
F: 415.553.9810  
[www.sfpublicdefender.org](http://www.sfpublicdefender.org)

**Juvenile Division - YGC**  
375 Woodside Avenue, Rm. 118  
San Francisco, CA 94127  
P: 415.753.7601  
F: 415.566.3030

**Juvenile Division - JJC**  
258A Laguna Honda Blvd.  
San Francisco, CA 94116  
P: 415.753.8174  
F: 415.753.8175

**Clean Slate**  
P: 415.553.9337  
[www.sfpublicdefender.org/services](http://www.sfpublicdefender.org/services)

**Community Justice Center**  
P: 415.202.2832  
F: 415.563.8506

**Bayview Magic**  
P: 415.558.2428  
[www.bayviewmagic.org](http://www.bayviewmagic.org)

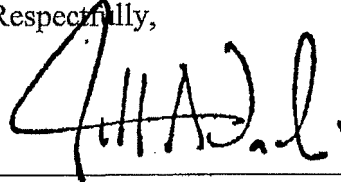
**MoMagic**  
P: 415.567.0400  
[www.momagic.org](http://www.momagic.org)

Cindy also served as a member of the San Francisco Public Defender's Racial Justice Committee, which focuses on eliminating bias through race and class-conscious police reform. As a public defender, I have seen Cindy fight for thousands of clients. She has developed a positive and professional working relationship with the courts, prosecutors and law enforcement. I believe her time as a public defender has prepared her to tackle the various issues facing the Police Commission and the fractured relationship between the San Francisco Police Department and San Francisco's minority communities.

The San Francisco Police Department has been facing numerous challenges over the past several years. It is currently trying to adhere to the Department of Justice's recommendations. However, there has been some resistance with this effort and the Police Commission needs a strong and dedicated person, who is not afraid to take on the challenges and challengers of police reform. Cindy's ability to relate to the community and garner their trust is essential in bridging the gap between police officers and the community. She has the ability to restore the community's faith and trust in our criminal justice system.

Cindy has dedicated herself to public service. Her commitment and dedication to representing marginalized communities in San Francisco is evident. Cindy's personal and professional background makes her exceptionally qualified to serve as a Commissioner and tackle the difficult tasks currently facing the San Francisco Police Commission.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Adachi", written over a horizontal line.

Jeff Adachi  
San Francisco Public Defender



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**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, May 22, 2018 9:00 AM  
**To:** BOS-Supervisors  
**Subject:** FW: Letter of support for Cindy Elias's appointment to the San Francisco Police Commission  
**Attachments:** RJC. ltr.CE.Police Comm.final.signed.pdf

**From:** Cindy Elias [mailto:elias.cindy@gmail.com]  
**Sent:** Monday, May 21, 2018 9:51 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Evans, Demarris (PDR) <demarris.evans@sfgov.org>; Young, Rebecca (PDR) <rebecca.young@sfgov.org>  
**Subject:** Letter of support for Cindy Elias's appointment to the San Francisco Police Commission

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**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, May 22, 2018 12:45 PM  
**To:** BOS-Supervisors; Somera, Alisa (BOS)  
**Subject:** FW: Cindy Elias for San Francisco Police Commission  
**Attachments:** ELIAS 5.21.18 SF BOS.pdf

**From:** Abigail Rivamonte [mailto:rivamonte@gmail.com]  
**Sent:** Tuesday, May 22, 2018 11:41 AM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Cindy Elias for San Francisco Police Commission

Dear San Francisco Board of Supervisors:

Attached please find my letter in support of Cindy Elias for the San Francisco Police Commission. Cindy is an excellent candidate for the position. If you have any questions please feel free to contact me at the number below.

Best,

Abigail Rivamonte Mesa

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**From:** Board of Supervisors, (BOS)  
**Sent:** Wednesday, May 23, 2018 8:12 AM  
**To:** BOS-Supervisors  
**Subject:** FW: In support of the appointment of John Hamasaki to the Police Commission

**From:** Katherine Chu [mailto:katherinec@advancingjustice-alc.org]  
**Sent:** Wednesday, May 23, 2018 12:50 AM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Subject:** In support of the appointment of John Hamasaki to the Police Commission

Board of Supervisors

City Hall

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, CA 94102

Via Email: [Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org), [alisa.somera@sfgov.org](mailto:alisa.somera@sfgov.org)

**Re:** In support of the appointment of John Hamasaki to the Police Commission

Dear San Francisco Board of Supervisors:

I am writing in support of John Hamasaki's application to serve on the San Francisco Police Commission. I know John as an attorney and an individual who is dedicated to serving the diverse communities of San Francisco in the criminal justice system. John has dedicated his career to defending civil rights and civil liberties, giving voice to those who need it most. Through this work, John has maintained close working relationships with the courts, prosecutors and law enforcement, and has seen first-hand the challenges facing the Commission. I believe that this background, training, and experience makes him uniquely qualified to serve on the Commission.

I have worked in the Public Defender offices of San Francisco, Contra Costa, and Marin Counties. I have worked collaboratively with investigators, social workers, district attorneys, and mental health service providers to help my clients on an interdisciplinary level. I have worked with clients and families facing substance abuse, domestic violence, and mental health problems, and they have all had conflicts with law enforcement. I am a native of San Francisco, residing in the Richmond district with my parents and extended family still living in the Sunset. I am currently a bi-lingual (Mandarin and English) staff attorney and housing rights program manager at the Asian Law Caucus, and my work includes direct services, policy, and community engagement work across San Francisco, and especially in Chinatown. The Asian Law Caucus has deep roots and community ties to the San Francisco community and SF law enforcement. Policing has the power to shape so much of how our society and community functions, from every day on-the-street policies to general communal/societal trust of law enforcement. I know John from serving together in the Asian American Bar Association of the Greater Bay Area, and I believe his appointment to the Police Commission would serve our City well.

Like many people, I believe that the San Francisco Police Department can be a national model in policing and police reform. But I am also realistic that it is going to take hard work and difficult choices to get us there. I trust John to sit down with community members, law enforcement and service organizations to help heal the divide and restore trust and faith in our justice system.

John has an excellent reputation as a leader in the legal community, currently serving as President-elect of the Barristers Club of the Bar Association of San Francisco, Treasurer of the Asian American Bar Association, and on the Board of Governors for the California

Attorneys for Criminal Justice. He is also a member of the Legislative Committee of CACJ helping shape the laws relating to criminal justice and policing under consideration by the legislature of California. He has put on programs on race, policing and implicit bias in the legal system, topics that will inform and guide his work as a commissioner. John has focused much of his work in the legal associations advocating for diversity and inclusivity within the law.

For five years, John helped lead the College Track Mock Trial Program, a program based in the Bayview neighborhood helping coach underserved primarily minority students learn rules of evidence, courtroom presentation and lawyering. He also continues to mentor law students to help prepare them to become attorneys and work within the justice system to make positive change.

John has dedicated his life to serving underrepresented communities in the San Francisco and the throughout the Bay Area. He has built an excellent reputation for his hard work, dedication, and compassion for everyone involved in the justice system from his clients, to victims, to law enforcement, prosecutors, court staff and the judiciary.

I believe that the choice of a new commissioner can have real life and death consequences. If we don't begin to follow the lead of the Department of Justice and implement real reform within the SFPD, we are putting our City and our officers at risk. I have faith in John to make the right decisions to provide the police with the right tools and training in order to save lives and stay safe.

Respectfully,

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

Katherine Chu

**Katherine Chu**

*Staff Attorney and Program Manager - Housing Rights Program*

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**Asian Americans Advancing Justice – Asian Law Caucus**

55 Columbus Avenue

San Francisco, CA 94111

T: (415) 848-7737 | F: (415) 896-1702

[katherinec@advancingjustice-alc.org](mailto:katherinec@advancingjustice-alc.org)

[www.advancingjustice-alc.org](http://www.advancingjustice-alc.org)



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**From:** Board of Supervisors, (BOS)  
**Sent:** Wednesday, May 23, 2018 8:09 AM  
**To:** BOS-Supervisors  
**Subject:** FW: Letter of Support for John Hamasaki for Police Commission  
**Attachments:** John Hamasaki - Letter of Support for Police Commission - 052218.pdf

**From:** John B. Lough, Jr. [mailto:lough.law@gmail.com]  
**Sent:** Wednesday, May 23, 2018 12:23 AM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Letter of Support for John Hamasaki for Police Commission

Dear Members of the Board of Supervisors:

Attached please find my letter of support for John Hamasaki for the Police Commission.

Thank you,  
John

John B. Lough, Jr. | Attorney at Law  
[lough.law@gmail.com](mailto:lough.law@gmail.com) | 415-787-5258  
LinkedIn: <http://www.linkedin.com/in/johnbloughjr/>

**JOHN B. LOUGH, JR.**

Attorney at Law

38520 Burdette Common  
Fremont, CA 94536

(415) 787-5258  
lough.law@gmail.com

May 22, 2018

**VIA E-MAIL ONLY**

[alisa.somera@sfgov.org](mailto:alisa.somera@sfgov.org)

Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102

**Re: Letter of Support for John Hamasaki for Police Commission**

Dear Members of the Board of Supervisors:

My name is John B. Lough, Jr., and I am writing in support of the appointment of John Hamasaki to the San Francisco Police Commission. I am an associate attorney in a San Francisco law firm and currently serve as a Director-at-Large on the Board of Directors for the Asian American Bar Association of the Greater Bay Area (AABA).<sup>\*</sup> While I live outside San Francisco, the San Francisco community is an active and integral part of my legal career and professional life. As a member of the Asian Pacific Islander community, I have a strong interest in the Commission's leadership as it relates to making the San Francisco Police Department a model for community policing, partnering with our communities.

Mr. Hamasaki and I serve together on the AABA Board of Directors. As brief background on AABA, AABA is one of the largest Asian American bar associations in the nation and one of the largest minority bar associations in the State of California. Since AABA's founding in 1976, AABA has been a leader in civil rights issues and community service. Those elected to serve on the AABA Board reflect that commitment.

When I was elected to the AABA Board in 2015, Mr. Hamasaki was already a seasoned board member. The qualities that struck me about Mr. Hamasaki were his collegiality, leadership, and thoughtfulness. As we have grown as friends and colleagues, my respect for him has only increased. In any discussion with Mr. Hamasaki, he actively listens and challenges one to think more critically. I have always left any discussion with Mr. Hamasaki better informed. He is a principled thinker, and there is no denying that he cares about the community and civil rights issues.

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<sup>\*</sup>For identification purposes only.



When you read Mr. Hamasaki's resume/curriculum vitae, you will see his commitment to diversity, civil rights, criminal justice, and the plethora of issues that impact our communities. Mr. Hamasaki is no stranger to the issues that face our law enforcement officers, as he has built his legal practice with a focus on defending constitutional protections in complex criminal cases implicating civil rights and civil liberties. With that said, Mr. Hamasaki is a thought leader when it comes to the challenges that impact communities and the police department. He has moderated AABA panels on *Race in Trials* and *Police, Race, and the Criminal Justice System*, and serves or has served as a board liaison to AABA's Judiciary, Public Law, Civil Rights, and Solo & Small Firm committees. Suffice to say, public service and community involvement flow through Mr. Hamasaki. He brings a principled and well-reasoned approach to any issue, and, just as importantly, he sees the long view in solving and analyzing problems.

It's easy to cry out that problems plague the police department, but it's a wholly different thing to be on the line pushing for that change. Mr. Hamasaki is on the front-line. He wants to restore the partnership and trust between the police and the diverse communities that officers serve. He wants the San Francisco Police Department to be the model for community policing, in particular a model for professionalism, transparency, fairness, and integrity. Given the division plaguing recent rhetoric, we need an experienced professional like Mr. Hamasaki to unify the interests that face the Commission.

Mr. Hamasaki is an almost 24-year San Francisco resident, criminal defense attorney, active member in the San Francisco legal community, and thought leader on civil rights and criminal justice issues, and he would make a welcome addition to the Commission. I support without reservation John Hamasaki's appointment to the San Francisco Police Commission.

Should you have any questions, please feel free to contact me. Thank you.

Sincerely,

*John B. Lough, Jr.*

cc: Ahsha.Safai@sfgov.org  
Norman.Yee@sfgov.org  
Catherine.Stefani@sfgov.org  
Board.of.Supervisors@sfgov.org

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**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, May 22, 2018 10:49 AM  
**To:** BOS-Supervisors  
**Subject:** FW: Letter of support for John Hamasaki  
**Attachments:** Michelle Tong Letter of Support UPDATED 2.pdf

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**From:** michelle tong [mailto:michellemtong@gmail.com]  
**Sent:** Tuesday, May 22, 2018 10:32 AM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Letter of support for John Hamasaki

**MICHELLE TONG**

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**171 – 20<sup>th</sup> AVENUE – SAN FRANCISCO, CA – 94121**

May 21, 2018

San Francisco City Hall  
1 Dr Carlton B Goodlett Place  
San Francisco, CA 94102

Dear Board of Supervisors:

I hope this letter finds you well. My name is Michelle Tong and I am writing in support of the appointment of John Hamasaki to the San Francisco Police Commission.

I have been employed with the San Francisco Public Defender's office for over 14 years. During my tenure, I was a paralegal for two years, a misdemeanor attorney for two years, and have been handling serious felonies for the past nine years. Additionally, I have lived in the Richmond District in San Francisco for the past four years. As a Deputy Public Defender assigned to represent indigent and oftentimes, clients of color, the police commission leadership strikes a personal chord with my personal and professional life.

I often feel San Franciscans believe they are a racially tolerant city. As such, the San Francisco Police department along with their policies and procedures would treat all individuals, regardless of race, class, gender, sexuality, financial or neighborhood status, equally. Unfortunately, what I have always known, heard and seen from my work and personal experiences have suggested otherwise. San Francisco is one of the quintessential American cities. In light of that, it is troubling and disturbing to witness a police department that racially profiles people, openly makes homophobic, racist comments in text messages to each other and blatantly lies in police reports. It was only a matter of time that the truth would reveal itself and the world learned the San Francisco police department: 1) disproportionately arrests people of color 2) sent racist texts and 3) wrote police reports that were contracted by surveillance cameras.

The above leads me to share how long I have known John Hamasaki. I have known John since 2007 when he was a law clerk in my office. After John was admitted to the California Bar, he returned to my office and dedicated four months where he received no financial compensation and tried four jury trials to verdict. Since then, I have stayed in touch with John as he developed his own private criminal defense practice. More recently, I consulted with John for his expertise about gunshot detection location technology because he was the only criminal defense attorney that had the specific knowledge and expertise in this area. Over the past nine years, I have also seen John work with numerous community associations such as the Asian American Bar Association and the Asian Law Caucus. I have always been impressed with John's commitment to representing people accused of crimes, his eagerness to foster relationships with colleagues

and the community, and his genuine desire and interest to improve the San Francisco Police Department policies and restore trust between San Francisco residents and the police.

Based on my professional and personal friendship with John, not only is he an excellent choice for the Police Commission, but his personal experiences on the frontlines of those accused of crimes and his perspectives would be a necessary and vital voice to the Commission. I am confident that my current fears with the problems in the San Francisco Police Department will be assuaged with John on the Commission. As a Deputy Public Defender and a San Francisco resident who truly desires equal enforcement of the laws upon everyone, regardless of race, class and sexuality, John Hamasaki is the best choice for the San Francisco Police Commission.

Please feel free to contact me if you have any questions.

Sincerely,

/s/  
Michelle Tong  
Deputy Public Defender  
[Michelle.tong@sfgov.org](mailto:Michelle.tong@sfgov.org)  
(510) 334-2021

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**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, May 22, 2018 8:59 AM  
**To:** BOS-Supervisors  
**Subject:** FW: Letter of Support for John Hamasaki's application to Police Commission  
**Attachments:** Aya Gruber Letter of Support.pdf

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**From:** Aya Gruber [mailto:aya.gruber@Colorado.EDU]  
**Sent:** Monday, May 21, 2018 6:56 PM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Letter of Support for John Hamasaki's application to Police Commission

Dear Ms. Somera,

Please find attached a letter of support for John Hamasaki's application to the S.F. Police Commission.

Thank you and please let me know if you need more information.

Best,

Aya Gruber  
Professor of Law  
University of Colorado  
Phone: (303) 492-8441  
Fax: (303) 492-1200

<https://lawweb.colorado.edu/profiles/profile.jsp?id=325>



Wolf Law Building :: 401 UCB  
Boulder, Colorado 80309-0401  
:: phone 303.492.8441  
:: fax 303.492.1200  
aya.gruber@colorado.edu

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UNIVERSITY OF COLORADO LAW SCHOOL

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May 21, 2018

Rules Committee of the San Francisco Board of Supervisors

[Ahsha.Safai@sfgov.org](mailto:Ahsha.Safai@sfgov.org)

[Norman.Yee@sfgov.org](mailto:Norman.Yee@sfgov.org)

[Catherine.Stefani@sfgov.org](mailto:Catherine.Stefani@sfgov.org)

*Via Email*

**Re: In Support of the Appointment of John Hamasaki to the Police Commission**

Dear Rules Committee of the Board of Supervisors:

I am writing in support of John Hamasaki's application to serve on the San Francisco Police Commission. I know John as an excellent attorney, who is deeply committed to serving the community, especially those lacking the resources to otherwise have a meaningful voice. I believe John's background, training, and experience makes him uniquely qualified to serve on the Commission.

**My Personal background.**

I am a Professor of Law at the University of Colorado Law School. I have been a law professor for 15 years, during I have taught Criminal Law, and relevantly, Investigative Criminal Procedure. My scholarship focuses on criminal law and procedure as it relates to race and gender, and thus I regularly engage deeply with questions of race and policing, community police relationships, and mass incarceration. As the child of a Japanese mother who was incarcerated in an internment camp during World War II, I have long been preoccupied with matters of police power and racial discrimination. Prior to teaching, I was a public defender in Washington, D.C., and a federal public defender in Miami, FL. While in Florida, I was a founding member of the Asian Pacific American Bar Association of South Florida. I am a member elect of the American Law Institute, and in that capacity, I am currently a consultant to the ALI "Principles of Policing" project.

Not only am I deeply involved in and concerned with policing practices, and particularly how they affect certain marginalized communities, I feel a particular connection to the Bay Area. I completed my undergraduate studies



at U.C. Berkeley and worked at law firms in San Francisco (O'Melveny & Myers; Heller, Ehrman) during law school. I have resided in Berkeley, Richmond, and the Upper Haight. My mother was born in Fresno, but her family relocated to Southern California after the camps. My Aunt is the former head of pediatrics at S.F. Children's hospital, and I spent a significant amount of time as a child in San Francisco visiting her. Consequently, like many people, I would like to see San Francisco become a national leader in terms of police community relations and recognize the importance of having a dedicated, diverse, and passionate Commission to ensure that the SFPD is a model police department. It is also essential that commissioners have a depth of knowledge, truly care about communities, are willing to ask the hard questions, and approach thorny issues with an open mind. John has all of these qualities and more, which is why he has, in six short years, gained respect throughout the S.F. legal community as a skilled and dedicated lawyer.

### **My Relationship to and Opinion of the Applicant.**

I have known John for 45 years, since I was born. John and I are from Miami—a place with a miniscule Japanese American population—and our parents are friends. John and I went to different primary and secondary schools and different colleges, but we reconnected when John became interested in becoming a lawyer. Since then, I have followed his career, and I am extremely impressed. It takes determination, strength, and self-confidence to start one's own firm right out of law school and take on criminal cases, some of the most emotionally charged, and difficult cases to try. Today, John is well-known within the criminal justice world and has an excellent reputation for hard work, dedication and compassion for his clients and all people within the justice system.

I believe that most public defenders and appointed defense attorneys are deeply committed to the rights of defendants, the constitution, justice, and equality. However, as with any profession, some are more committed than others. I have taught quite literally thousands of students and have placed hundreds in public defender jobs, so I know very well that levels of enthusiasm and dedication vary. I have been so struck by the sheer depth of John's commitment to indigent defendants—their rights, their liberty, and, indeed, the quality of their lives. Years prior to John's decision to enter law school, we talked about my work as a public defender, and I knew then that he would be one of the most dedicated advocates for the least among us. That thought proved prophetic as John's law career has unfolded.

Even with his deep commitment to his criminal clients, John has a profound respect for the police and the difficult and important work they do. In fact, one of the things most interesting and impressive about John is that he worked for a long time in the non-professional world before law school, including working in security positions. He therefore knows the challenges faced by those charged with maintaining order in volatile situations. John will bring this awareness to his work as a commissioner, and approach the task of improving police-citizen relationships with a sense of openness. John wants to help heal the very real divide between law enforcement and the communities they serve through meaningful policy changes.

Finally, John is extensively involved with the Asian-Pacific Islander (API) community of San Francisco, in part through his association with the Asian Pacific American Bar Association. John has an excellent reputation within the API community for his work promoting civil rights and social justice causes. Some of his recent activities include participating in a sponsored discussion on race and policing and lecturing on the API experience in court. John is also well-known in the API community for his exemplary representation of API clients in criminal courts throughout the Bay Area.

In short John possesses all the qualities—expertise, dedication, open-mindedness, thoughtfulness, and passion—that one would want in a member of the Police Commission. Given today's climate, it is of utmost importance that cities involve the very best people in theorizing, designing, and implementing policies that so profoundly affect individuals and families in the community. John Hamasaki is the right choice for the San Francisco Police Commission. He is dedicated to progress and reform and will endeavor to do right by the people of our City.

Respectfully,

A handwritten signature in black ink, appearing to read 'Aya Gruber', with a horizontal line drawn underneath it.

Aya Gruber  
Professor of Law

Aya Gruber  
Professor of Law  
University of Colorado Law School  
[Aya.gruber@colorado.edu](mailto:Aya.gruber@colorado.edu)  
(303) 492-8441  
<http://lawweb.colorado.edu/profiles/profile.jsp?id=325>

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, May 22, 2018 8:58 AM  
**To:** BOS-Supervisors  
**Subject:** FW: Letter of Support for John Hamasaki for Police Commission  
**Attachments:** 2018-05-21 Hamasaki Police Commission endorsement letter.pdf

---

**From:** Dan Roth [mailto:dan@drothlaw.com]  
**Sent:** Monday, May 21, 2018 5:37 PM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Letter of Support for John Hamasaki for Police Commission

Dear Ms. Somera,

Please find attached my hearty endorsement of John Hamasaki for Police Commission.

Sincere regards,  
Dan Roth

**LAW OFFICE OF DAN ROTH**

803 Hearst Avenue  
Berkeley, CA 94710  
(510) 849-1389 (phone)  
(510) 295-2680 (fax)  
[dan@drothlaw.com](mailto:dan@drothlaw.com)  
[www.drothlaw.com](http://www.drothlaw.com)

## Law Office of Dan Roth

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(510) 295-2680 (fax)  
dan@drothlaw.com  
www.drothlaw.com

May 21, 2018

*Via Email:* alisa.somera@sfgov.org

Rules Committee of the San Francisco Board of Supervisors

**Re: In support of the appointment of John Hamasaki  
to the San Francisco Police Commission**

Dear Committee Members:

I am writing in support of John Hamasaki's application to serve on the San Francisco Police Commission. As a fellow criminal defense attorney, I know John as a hard-working practitioner dedicated to serving his clients and the community like few in our profession. I believe that John is uniquely qualified to serve on the Commission based on his background, training, and experience.

I have lived in the Bay Area since 2009; I lived in San Francisco for two years, and have spent the last seven in Oakland. I have been practicing criminal defense since 2011, and have been in frequent contact with John ever since. In the community, I served as Chair of the Bay Area Lawyer Chapter of the American Constitution Society for three years (and have been on its board for seven), and am deeply involved in the racial and criminal justice reform work of the Ella Baker Center for Human Rights and Ryan Coogler's Blackout for Human Rights.

Like many people, I would like to see San Francisco work together with the Commission and the police to ensure that the city has a police department that is a model to the country. I believe we can get there by asking difficult questions and having open dialogue, and that John's background and experience dealing with law enforcement and policing issues – and his respect in the community, in which he has deep ties – makes him the ideal candidate for this position.

John has been involved in his community as long as I have known him. He is committed to criminal justice advocacy and reform, and has a deep understanding of the effects policing policies have on communities, families, and on law enforcement personnel. John respects our police officers and the difficulty of the work they do. Given today's climate, I think it is significant that John wants to help heal the divide between law enforcement and the communities they serve. I am confident that, if appointed to the San Francisco Police Commission, John will bring to it his values and commitment to the people of San Francisco.

John Hamasaki is a dedicated, hard-working, pragmatic, and civically-engaged San Franciscan who is dedicated to progress and reform. He would be an enormous asset to the people of the City and County of San Francisco, and I endorse his candidacy for a position on the Police Commission.

Respectfully,

A handwritten signature in blue ink, appearing to read "D-C. Roth", with a long horizontal flourish extending to the right.

Dan Roth

cc: [Ahsha.Safai@sfgov.org](mailto:Ahsha.Safai@sfgov.org), [Norman.Yee@sfgov.org](mailto:Norman.Yee@sfgov.org), [Catherine.Stefani@sfgov.org](mailto:Catherine.Stefani@sfgov.org),  
[Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, May 22, 2018 8:58 AM  
**To:** BOS-Supervisors  
**Subject:** FW: Letter of Support for John Hamasaki - SF Police Commission  
**Attachments:** 180521 Hamasaki.Ltr.Tamura.pdf

**From:** Sean Tamura-Sato [mailto:stts808@gmail.com]  
**Sent:** Monday, May 21, 2018 5:28 PM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>  
**Subject:** Letter of Support for John Hamasaki - SF Police Commission

Dear Clerk of the Rules Committee:

Please find attached my letter of support for John Hamasaki.

Thank you,

Sean Tamura-Sato



May 21, 2018

Via E-mail

Alisa Somera, Clerk of the Rules Committee  
San Francisco Board of Supervisors  
alisa.somera@sfgov.org

Dear San Francisco Board of Supervisors:

I am writing in support of John Hamasaki's application to serve on the San Francisco Police Commission. I am a Partner at the law firm of Minami Tamaki LLP in San Francisco, where my practice focuses on employment law, civil rights, and consumer protection. I live in the Inner Richmond and have resided in San Francisco for over 13 years. As a San Francisco resident and civil rights lawyer, I have a strong interest in the Commission's leadership.

I first met John when we were both attending law school in San Francisco, and have gotten to know him well in recent years through our work with the Asian American Bar Association of the Greater Bay Area ("AABA"). John currently serves as the Treasurer of AABA. Since joining AABA's Board of Directors in 2017, I have been impressed by John's leadership, thoughtfulness, and dedication to social justice. John has demonstrated an excellent ability to understand opposing views, ask difficult questions, and resolve conflicts. I trust John to sit down with community members, law enforcement, and service organizations as a member of the Commission to restore trust and faith in our justice system.

John's experience makes him uniquely qualified to serve on the commission. As a criminal defense attorney, John sees first-hand the challenges that the Department faces, and understands the complicated issues that the city must address. John is well-aware of the real world effects of Department policies and the need for meaningful change. John will bring a perspective that is vital to the Commission, and his voice will help to shape policy and implement directives that will benefit our community.

John has dedicated his life to serving underrepresented communities, and he defends the civil rights of individuals in court every day. He is a zealous advocate for his clients, providing a voice for those who need it most. He has built an excellent reputation for his hard work, dedication, and compassion. I know that John will bring these values to the Commission, and implement real reform.

John possesses the experience, ability, and commitment to be an outstanding addition to the Police Commission. Because of his commitment to justice and bringing about positive change, I support John Hamasaki's appointment to the Police Commission wholeheartedly and without reservation.

Sincerely,



Sean Tamura-Sato

CC: Board.of.Supervisors@sfgov.org, Ahsha.Safai@sfgov.org, Norman.Yee@sfgov.org,  
Catherine.Stefani@sfgov.org

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Monday, May 21, 2018 5:00 PM  
**To:** BOS-Supervisors  
**Subject:** FW: Letter in Support of John Hamasaki for the Police Commission  
**Attachments:** 2018-05-21 Letter re John Hamasaki.pdf

**From:** Lin Chan [mailto:chan.lin.yee@gmail.com]  
**Sent:** Monday, May 21, 2018 4:57 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>  
**Subject:** Letter in Support of John Hamasaki for the Police Commission

Good evening,

Please see the attached correspondence.

Thank you,

Lin Yee Chan

Lin Yee Chan  
2200 Market Street, #303  
San Francisco, CA 94114

May 21, 2018

Board of Supervisors  
Board.of.Supervisors@sfgov.org

To the Board of Supervisors:

My name is Lin Chan. I am writing in support of the appointment of John Hamasaki to the San Francisco Police Commission. I live in the Duboce Triangle/Castro neighborhood of San Francisco and have been a resident of San Francisco for four years. I am a Bay Area native, and my husband has lived in San Francisco since the 1980s. I am Chinese American, and my husband is Mexican American.

I am also a Partner at the law firm Lieff Cabraser Heimann & Bernstein LLP, on the Board of Asian Americans Advancing Justice-Asian Law Caucus, and a Co-Chair of the Asian American Bar Association's Women's Committee. As a San Francisco resident and civil rights lawyer, I have a strong interest in the Commission's leadership and the relationship between the San Francisco Police Department and the communities it serves.


I have had the opportunity to get to know Mr. Hamasaki over the past six years through his work with the Asian American Bar Association ("AABA"). We have served on the Board together, and he has always been thoughtful as well as proactive about community issues. He also served as Board liaison to AABA's Civil Rights Committee while I co-chaired that committee, and I have observed his commitment to civil rights and his ability to work through the nuances that accompany difficult issues, such as undocumented immigration and the criminal justice system, sex discrimination in the workplace, and representation of transgender clients. He has always been open and available to AABA's constituency despite his busy schedule, and he has actively participated in problem solving when issues have surfaced. Throughout my experiences with him, he has always been able to sustain an even temperament and open mind.

I also think that Mr. Hamasaki will bring valuable professional experience to the Commission. He has ample experience as a public defender and criminal defense attorney. Consequently, he has been intimately involved in many of the issues that the Commission will handle.

Board of Supervisors  
November 30, 2016  
Page 2

As a mother of a young son, I am deeply concerned about maintaining a safe environment for San Francisco's residents and minimizing crime. I am also concerned about the interactions that my multi-racial son will have with the police as he grows older. Mr. Hamasaki is a minority with experience in the criminal justice system. He has been active in the Black Lives Matter movement and understands the complicated relationships between the police and the communities they serve. He also maintains a level head when difficult issues arise. Mr. Hamasaki is the right choice to balance both concerns and negotiate solutions to these difficult problems.

Sincerely,

A handwritten signature in black ink, appearing to read "Lin Chan", with a stylized, flowing script.

Lin Yee Chan

Cc: Alisa.Somera@sfgov.org; ahsha.safai@sfgov.org; norman.yee@sfgov.org;  
Catherine.stefani@sfgov.org

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**From:** Board of Supervisors, (BOS)  
**Sent:** Monday, May 21, 2018 4:09 PM  
**To:** BOS-Supervisors  
**Subject:** FW: SF Police Commission - Letter Supporting John Hamasaki  
**Attachments:** SF Police Commission - Letter Supporting John Hamasaki.pdf

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**From:** Nick Casper [mailto:ncasper@cmslaw.com]  
**Sent:** Monday, May 21, 2018 4:05 PM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** SF Police Commission - Letter Supporting John Hamasaki

Ms. Somera:

Attached please find correspondence.

Thanks.

Nick Casper  
Casper, Meadows, Schwartz & Cook  
2121 N. California Blvd. Suite 1020  
Walnut Creek, CA 94596  
Phone: 925.947.1147  
Fax: 925.947.1131  
[ncasper@cmslaw.com](mailto:ncasper@cmslaw.com)  
[www.cmslaw.com](http://www.cmslaw.com)

ANDREW C. SCHWARTZ  
Certified Civil Trial Specialist/  
National Board of Trial Advocacy

LARRY E. COOK

ADAM M. CARLSON

NICK CASPER

LAW OFFICES OF  
**CASPER, MEADOWS, SCHWARTZ & COOK**  
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SUITE 1020  
WALNUT CREEK, CALIFORNIA 94596-7333  
TEL: (925) 947-1147  
FAX: (925) 947-1131  
ncasper@cmslaw.com

OF COUNSEL

STAN CASPER  
Certified Civil Trial Specialist/  
National Board of Trial Advocacy

MICHAEL D. MEADOWS

May 21, 2018

***By E-Mail Only***

Alisa Somera  
Office of the Clerk of the Board  
City and County of San Francisco  
[alisa.somera@sfgov.org](mailto:alisa.somera@sfgov.org)

Re: San Francisco Police Commission  
John Hamasaki Candidacy

Dear Ms. Somera,

My name is Nick Casper, managing partner of the plaintiffs' civil litigation firm Casper, Meadows, Schwartz & Cook in Walnut Creek. A core part of our practice is representing victims of alleged police misconduct in civil rights cases.

I had the opportunity to work with John Hamasaki from 2014-2017, as Mr. Hamasaki was co-counsel in the U.S. District Court case *Cecilia Lam v. CCSF, et al.*, Northern District Case No. 16-cv-02594-KAW. Cecilia's story was particularly tragic and one that generated public interest.

Cecilia was murdered by her ex-boyfriend, Cedric Young, Jr., in her SoMa apartment on the night of October 10, 2014. In the preceding hours, Cecilia had called SFPD seven times, claiming that she was involved in an escalating domestic violence situation and that her ex-boyfriend was drunk. SFPD officers responded three different times that night to the apartment, but declined to arrest Mr. Young, Jr. for domestic violence. Soon after SFPD's last response, Mr. Young, Jr. broke through the front door and shot Cecilia and himself. The case was ultimately dismissed by U.S. Magistrate Kandis Westmore on legal grounds, finding that the officers did not increase the risk of harm to Cecilia and that the case hinged on discretionary decisions that immunize public actors.

Mr. Hamasaki and I worked together for over two years on the very difficult case, assisting at all stages of pre-litigation investigation, discovery, and 'big picture' strategy. Most



Re: John Hamasaki

Page 2

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importantly, Mr. Hamasaki was a main point of contact with the Lam family, a Chinese American family that resides in Oakland. The Lams are incredibly close-knit and still are reeling from the unspeakable loss of Cecilia. Mr. Hamasaki was instrumental in tending to the family's needs and communicating case information with the utmost sensitivity.

My work with Mr. Hamasaki showed him to be hard-working, intelligent, and committed. While Mr. Hamasaki was passionate about the case, he was not blinded by passion and understood the particular difficulties with the legal case, as well as the difficult decisions that police face in their day-to-day jobs. I believe he would bring this even temperament, commitment, diligence, and impartiality to the San Francisco Police Commission.

If I can provide any additional information or answer any questions regarding Mr. Hamasaki's qualifications, I would be happy to oblige.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Casper', with a stylized flourish extending to the right.

NICK CASPER

cc:

ahsha.safai@sfgov.org  
norman.yee@sfgov.org  
catherine.stefani@sfgov.org  
board.of.supervisors@sfgov.org

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Monday, May 21, 2018 2:21 PM  
**To:** BOS-Supervisors  
**Subject:** FW: Police Commission - In Support of John Hamasaki  
**Attachments:** Sophia Lai Letter of Support -John Hamasaki.docx

**From:** Sophia Lai [mailto:sophia.lai@gmail.com]  
**Sent:** Monday, May 21, 2018 1:33 PM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Police Commission - In Support of John Hamasaki

Dear SF Supervisors:

Attached please find my letter in support of John Hamasaki for the Police Commission. Please let me know if you have any questions or follow up.

Sincerely,

Sophia Lai

Sophia Lai  
2501 Wakefield Ave  
Oakland, CA 94606  
Sophia.lai@gmail.com

May 21, 2018

Rules Committee of the San Francisco Board of Supervisors  
Ahsha.Safai@sfgov.org  
Norman.Yee@sfgov.org  
Catherine.Stefani@sfgov.org  
*Via Email*

**Re: In support of the appointment of John Hamasaki to the Police Commission**

Dear Rules Committee of the Board of Supervisors:

I am writing to support John Hamasaki's application to serve on the San Francisco Police Commission. I know John as an attorney dedicated to serving the community and believe that he is uniquely qualified to serve on the Commission because of his background, training, and experience.

I am a former resident of the City and County of San Francisco and worked in San Francisco for the last ten years. For community and cultural activities, I still travel to San Francisco multiple times a week. On a personal and community level, policing is critical to me to ensure that all community members feel safe conducting business, residing, and engaging in activities around San Francisco. Further, as a long-time civil rights advocate and a reentry services program manager for Alameda County Health Care Services Agency, I am deeply concerned about the state of our local law enforcement system.

I believe it is important for the City and County of San Francisco's police commission to ensure that we have a model police department, which is only possible through the Commission's willingness to address difficult questions and create open dialogue. John's background and experience working with law enforcement and policing issues makes him the ideal candidate for this task. As a well-respected member of the legal community, John would be able to carry out the duties of a Commissioner with thoughtfulness, tact, and impartiality.

I have known John for 8 years, primarily through his service to the Asian and Pacific Islander (API) communities and his leadership through the Asian American Bar Association. John has an excellent reputation within the API communities for his work promoting civil rights and social

justice causes. He has recently addressed issues such as the intersection of race and policing and the API experience in the courtroom.

John is also well-known for his dedication to the API communities through his work representing individuals facing prosecution in criminal courts throughout the Bay Area. John is well-known within the criminal justice world and has an excellent reputation for hard work, dedication, and compassion for his clients and all of the people within the justice system.

John has been engaged civically and in his community as long as I have known him. He is committed to criminal justice advocacy and reform and has an understanding of the effects that policies have on law enforcement, our communities, and our families. He respects our police officers and the difficulty of the work they do.

In today's climate, it is important to note that John hopes to help heal the significant divide between law enforcement and the communities they serve through meaningful policy changes. I know that if appointed to the San Francisco Police Commission, he will contribute these values and commitment to the people of San Francisco.

I believe that John Hamasaki is the right choice for the San Francisco Police Commission. He is dedicated to progress and reform and will always ask himself what is right for the people of San Francisco.

Respectfully,

Sophia Lai

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Monday, May 21, 2018 11:19 AM  
**To:** BOS-Supervisors; Somera, Alisa (BOS); Young, Victor  
**Subject:** FW: Letter of Support for John Hamasaki for the Police Commission  
**Attachments:** Kelly Matayoshi Letter of Support.pdf

---

**From:** Kelly Matayoshi [mailto:KMatayoshi@fbm.com]  
**Sent:** Monday, May 21, 2018 10:39 AM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Letter of Support for John Hamasaki for the Police Commission

All,

Please see attached for my letter in support of John Hamasaki for the Police Commission.

Thanks,  
Kelly

**Kelly M. Matayoshi**  
*Senior Associate*  
[kmatayoshi@fbm.com](mailto:kmatayoshi@fbm.com)  
D 415.954.4946



235 Montgomery Street 17<sup>th</sup> FL  
San Francisco, CA 94104  
[www.fbm.com](http://www.fbm.com)

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Farella Braun + Martel LLP

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KELLY M. MATAYOSHI  
kmatayoshi@fbm.com  
D 415.954.4946

May 21, 2018

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102

Re: **Letter of Support for John Hamasaki**

Dear Members of the Board of Supervisors:

My name is Kelly Matayoshi, and I am writing to voice my strong support for John Hamaski to be appointed to the San Francisco Police Commission. I am an attorney at Farella Braun + Martel LLP in San Francisco and have been a San Francisco resident since I moved here to attend UC Hastings College of the Law in 2009. I am actively involved in the legal community in San Francisco, serving on the UC Hastings Board of Governors, coaching UC Hastings moot court teams, serving as a Director-at-Large for the Asian American Bar Association (“AABA”), and on the San Francisco Bar Association’s Barrister’s Club Board. I am Asian American, LGBT, and female, and believe strongly in the value of diversity. I think it is important for San Francisco’s Police Department to reflect the diversity of the community it serves, and that it must focus on training its officers to address the city’s unique challenges with compassion, empathy, and a strong sense of justice.

I have known John for several years through AABA, and particularly in the last year we served as Directors together. From the start, John impressed me with his obvious passion for AABA and the principles it stands on. At meetings, he is always the most prepared, and comes up with practical, balanced, and reasoned solutions when we reach an impasse. John is incredibly supportive and was the one who encouraged me to apply for the Barrister’s Club Board. He did so because he believed in the importance of diversity and the new perspectives it brings to the table.

I am excited about the prospect of John serving on the San Francisco Police Commission, and encourage all of you to appoint him. John has worked in criminal law as a public defender and then in private practice for almost a decade. First-hand experience with the criminal justice system is of critical importance when it comes to knowing not only what the San Francisco Police Department needs, but how to do it. John brings not just his wealth of experience defending individuals arrested by the police, but his strong guiding principles and ability to collaborate. I think that these are of critical importance to tackle the tough issues that the Police Commission faces to both ensure order while balancing the racial tensions that are all too



San Francisco Board of Supervisors  
May 21, 2018  
Page 2

prevalent now days. As a member of a minority community himself, John brings credibility and empathy that the Police Commission needs.

Finally, I've spoken to John at length about his desire to serve on the Police Commission. I can say without hesitation that he is passionate about it. John cares deeply about bringing positive change and accountability to the Police Department, and I do not doubt he will put in the time and effort needed to do so. Never one to stay idle, John will bring energy, innovation, and collaboration to his work on the Police Commission. I wholeheartedly support his application, and hope you will do the same.

If you have any questions or if I can be of any further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in purple ink, appearing to read "Kelly Matayoshi". The signature is fluid and cursive, with the first name "Kelly" and last name "Matayoshi" clearly distinguishable.

Kelly M. Matayoshi

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**From:** Board of Supervisors, (BOS)  
**Sent:** Friday, May 18, 2018 11:44 AM  
**To:** BOS-Supervisors; Somera, Alisa (BOS); Young, Victor  
**Subject:** FW: Letter of Support - John Hamasaki  
**Attachments:** Letter of Rec - Hamaskai - 2018 - PDF.pdf

---

**From:** Natascha Fastabend [mailto:nrfastabend@usfca.edu]  
**Sent:** Thursday, May 17, 2018 2:29 PM  
**To:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>  
**Cc:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Letter of Support - John Hamasaki

Dear Ms. Somera,

Please find attached letter of support for Mr. John Hamasaki.

If you have any questions, please feel free to contact me at [nrfastabend@usfca.edu](mailto:nrfastabend@usfca.edu) or 415.422.2801.

Sincerely,  
Natascha

Natascha Ryan Fastabend, Esq.  
Associate Director, Graduate Tax Program  
University of San Francisco School of Law  
101 Howard Street, Suite 430  
San Francisco, CA 94105  
(415) 422-2801

May 17, 2018

Dear Members of the Board of Supervisors:

I am writing in support of the appointment of Mr. John Hamasaki to the San Francisco Police Commission. I am privileged to know and work with Mr. Hamasaki and believe he is the best candidate to work with the San Francisco Police Department to strengthen our commission, our neighborhoods and our City.

My name is Natascha Ryan Fastabend and I am a native Northern Californian. I was born and raised in the East Bay but have called San Francisco my "home" for over twelve years. I received my JD degree from Golden Gate University School of Law (GGU) and my LL.M. in Tax degree from the University of San Francisco School of Law (USF). I am a California licensed attorney and currently serve as the Associate Director of USF's Graduate Tax Program and teach as an adjunct professor. Additionally, I am active throughout the San Francisco community. I serve as a Board Member (and Treasurer) of the Bar Association of San Francisco's Barristers Club (BASF), Vice-Chair of the Barrister's Tax Section, member of the San Francisco Tax Club and Bay Area Young Tax Lawyers group.

As a longtime resident of San Francisco, I understand the unique challenges our police officers face on a daily basis. I have seen first-hand the positive impact our Police Department's commitment to community policing and community involvement has had on our city. I believe Mr. Hamasaki's strong ties and commitment to the community will make him an ideal community ambassador and advocate for advancing the Commission's goals of increasing the bond between the people and police of San Francisco.

Although writing in my individual capacity, over the last year I have had the pleasure of working alongside Mr. Hamasaki as a Board Member of BASF's Barristers Club. From day one, I was impressed with his passion for serving the underrepresented communities of San Francisco. Through his work with both the Barristers Club and the Justice and Diversity Center, Mr. Hamasaki has demonstrated his devotion to protecting those communities most in need. Not only does Mr. Hamasaki run his own practice, practicing civil rights and criminal defense, he is also an active member of the Asian American Bar Association (AABA) and the USF law school alumni community, his alma mater.

I am honored to call Mr. Hamasaki a colleague and a friend and truly believe his perseverance in creating a more diverse and inclusive community makes him an excellent candidate to the Commission. If you have any questions, please feel free to contact me.

Sincerely,



Natascha Ryan Fastabend  
University of San Francisco School of Law  
Graduate Tax Program  
101 Howard, Suite 430  
San Francisco, California 94105  
[nrfastabend@usfca.edu](mailto:nrfastabend@usfca.edu)  
415.422.2801

BOS-11

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 MAY 22 PM 3:56

BY SLB



T 510.836.4200  
F 510.836.4205

410 12th Street, Suite 250  
Oakland, Ca 94607

[www.lozeaudrury.com](http://www.lozeaudrury.com)  
[richard@lozeaudrury.com](mailto:richard@lozeaudrury.com)

*Via Email and U.S. Mail*

May 18, 2018

Sherie George, Environmental Planner  
City and County of San Francisco  
Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103  
[sherie.george@sfgov.org](mailto:sherie.george@sfgov.org)

John Rahaim, Director of  
San Francisco Planning Department  
City and County of San Francisco  
1650 Mission Street, Suite 400  
San Francisco, CA 94103  
[John.Rahaim@sfgov.org](mailto:John.Rahaim@sfgov.org)

Attn: County Clerk  
Office of the County Clerk  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 168  
San Francisco, CA 94102-4678

Angela Calvillo,  
Clerk of the Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
[Board.of.supervisors@sfgov.org](mailto:Board.of.supervisors@sfgov.org)

Jonas P. Ionin, Secretary of  
Planning Commission  
San Francisco Planning Department  
City and County of San Francisco  
1650 Mission Street, Suite 400  
San Francisco, CA 94103  
[Commissions.Secretary@sfgov.org](mailto:Commissions.Secretary@sfgov.org)

**Re: CEQA and Land Use Notice Request for the project known as PPA Case No. 2018-001156PPA**

Dear Ms. George, Mr. Rahaim, Ms. Calvillo, Mr. Ionin and County Clerk:

I am writing on behalf of the Laborers International Union of North America, Local Union 261 and its members living in the City and County of San Francisco ("LiUNA"), regarding the project known as PPA Case No. 2018-001156PPA, including all actions related or referring to the demolition of the existing four industrial buildings that occupy two lots and construction of a 7-story, 75-foot-tall mixed use building to include 220 residential dwelling units, 25,000 sf of ground floor Production, Distribution, and Repair (PDR) space and 110 basement level parking spaces at 1201 and 1241 Evans Avenue on Block/Lot: 5237/038 & 039 in the City and County of San Francisco ("Project").

We hereby request that the City and County of San Francisco send by electronic mail, if possible or U.S. Mail to our firm at the address below notice of any and all actions or hearings related to activities undertaken, authorized, approved, permitted, licensed, or certified by the City and County of San Francisco and any of its

(T)

May 18, 2018

CEQA and Land Use Notice Request for the project known as PPA Case No. 2018-001156PPA

Page 2 of 2

subdivisions, and/or supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance from the City and County of San Francisco, including, but not limited to the following:

- Notice of any public hearing in connection with the Project as required by California Planning and Zoning Law pursuant to Government Code Section 65091.
- Any and all notices prepared for the Project pursuant to the California Environmental Quality Act ("CEQA"), including, but not limited to:
  - Notices of any public hearing held pursuant to CEQA.
  - Notices of determination that an Environmental Impact Report ("EIR") is required for a project, prepared pursuant to Public Resources Code Section 21080.4.
  - Notices of any scoping meeting held pursuant to Public Resources Code Section 21083.9.
  - Notices of preparation of an EIR or a negative declaration for a project, prepared pursuant to Public Resources Code Section 21092.
  - Notices of availability of an EIR or a negative declaration for a project, prepared pursuant to Public Resources Code Section 21152 and Section 15087 of Title 14 of the California Code of Regulations.
  - Notices of approval and/or determination to carry out a project, prepared pursuant to Public Resources Code Section 21152 or any other provision of law.
  - Notices of approval or certification of any EIR or negative declaration, prepared pursuant to Public Resources Code Section 21152 or any other provision of law.
  - Notices of determination that a project is exempt from CEQA, prepared pursuant to Public Resources Code section 21152 or any other provision of law.
  - Notice of any Final EIR prepared pursuant to CEQA.
  - Notice of determination, prepared pursuant to Public Resources Code Section 21108 or Section 21152.

Please note that we are requesting notices of CEQA actions and notices of any public hearings to be held under any provision of Title 7 of the California Government Code governing California Planning and Zoning Law.

**This request is filed pursuant to Public Resources Code Sections 21092.2 and 21167(f), and Government Code Section 65092**, which requires agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency's governing body.

Please send notice by electronic mail, if possible or U.S. Mail to:

Richard Drury  
Theresa Rettinghouse  
Lozeau Drury LLP  
410 12<sup>th</sup> Street, Suite 250  
Oakland, CA 94607  
510 836-4200  
[richard@lozeaudrury.com](mailto:richard@lozeaudrury.com) and [theresa@lozeaudrury.com](mailto:theresa@lozeaudrury.com)

Please call if you have any questions. Thank you for your attention to this matter.

Sincerely,



Theresa Rettinghouse  
Paralegal  
Lozeau | Drury LLP

PATINA RESTAURANT GROUP

RA Center, LLC  
250 Delaware Avenue  
Buffalo, NY 14202

May 23, 2018

Sent Via Federal Express/ Next Day Delivery

Mayor Mark E. Farrell  
Office of Mayor  
City Hall, room 200  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
(415) 554-6141

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place #2014  
San Francisco, California 94102  
(415) 554-5184

Dear Mayor Farrell and Board of Supervisors:

RA Center, LLC ("the Company") provides food and beverage services at the San Francisco War Memorial Opera House, Louise K. Davis Symphony Hall and Herbst Theater (collectively referred to herein as the "San Francisco Opera") located at 301 Van Ness Avenue, San Francisco, California 94102 pursuant to a Food and Beverage Concessions Agreement with City and County of San Francisco ("City"). The Company was notified the City has chosen a new food and beverage vendor. As a result, the Company's operations will end on July 31, 2018. We are providing this notice to comply with federal and state WARN requirements. It is possible that some impacted associates will accept positions at other locations of the Company's affiliated companies or with the successor at the San Francisco Opera.

Therefore, the Company has begun making plans to terminate the employment of associates currently working at the San Francisco Opera. The impacted associates will have their employment terminated during the 14-day period commencing July 27, 2018. A list of impacted job titles and the number of associates working in each job title is attached as Exhibit A. There are no bumping rights. These terminations will be permanent.

The Hotel, Restaurant and Bartenders Union Local #2 represents some of the employees who will be impacted by the Company's plans. By separate letter dated May 23, 2018, the Company has described its plans to:

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 MAY 24 AM 10:26

BY [Signature]

BOS-11



Mr. Anand Singh, President  
Hotel, Restaurant and Bartenders Union Local #2  
UNITE HERE  
209 Golden Gate Avenue  
San Francisco, California 94102  
(415) 864-8770

Mr. D. Taylor, President  
UNITE HERE Headquarters  
275 7th Ave, 16th Floor  
New York, New York 10001  
(212) 265-7000

To the extent that the above actions constitute a covered event under the Worker Adjustment and Retraining Notification Act, this letter is intended to fulfill any requirements imposed under the Act. By providing this information, the Company does not concede that the Act applies or that notice is otherwise required.

If you have any questions or desire additional information, please contact Cesar De La Cruz, HR Director at (213) 814-3051.

Very truly yours,



Matthew King  
President

## ATTACHMENT A

As explained in the accompanying letter, the job titles and the number of associates listed below will have their employment terminated by the closing of RA Center, LLC's operation at the San Francisco War Memorial Opera House, Louise K. Davis Symphony Hall and Herbst Theater located at 301 Van Ness Avenue, San Francisco, California 94102 during the 14 day period commencing July 27, 2018:

Job Titles	Number of Associates
Accounting - Unit Field	1
Administration - Field Hourly	1
AGM	1
Bar Back - Union	13
Barista	5
Bartender Tipped - Union	12
Busser - Union	4
Cashier - Union	1
Catering - Union	15
Catering Coordinator - Field	1
Catering Sales Manager	1
Catering Server	15
Dishwasher - Union	6
Executive Chef	1
FD Server - Union	25
GM	1
Host - Union	8
Pastry/Line Cook - Union	3
Prep Cook - Union	12
Runner/Expeditor - Union	5
Shift Coordinator	7
Sous Chef II	1
Steward/Porter - Union	1

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**From:** Board of Supervisors, (BOS)  
**Sent:** Monday, May 21, 2018 9:06 AM  
**To:** BOS-Supervisors  
**Subject:** FW: SF Rec and Park Allowing Volunteers to Kidnap Palace of Fine Arts Swan Babies

**From:** kim [mailto:leo811sf@gmail.com]  
**Sent:** Sunday, May 20, 2018 5:36 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** SF Rec and Park Allowing Volunteers to Kidnap Palace of Fine Arts Swan Babies

Hello Board of Supervisors,

Please excuse this mass email, but this has been an upsetting week, and so I must use the easiest method to reach as many people I can.

As you know from the Subject line I am writing you in regard to the Mute Swan Family that lives at the Palace of Fine Arts. I have been visiting this Family for many years, and more often when there are Babies (Swan Cygnets). In 2012 the Parents successfully raised six Cygnets to near full size and at that time it was the natural time for them to be separated from their Parents. Every year since then they have not had that opportunity. In 2013, one went missing as result of Animal predator. Since then full groups have gone missing and I suspected the Volunteer Caretakers were the ones removing them. I contacted Rec and Park (Palace) Area Supervisor Tudy in 2016 and received no call back. In 2017 I had a conversation with her and she said they were not being taken by Volunteers, blaming Raccoons.

Last Monday I arrived at the Palace to see if Eggs had hatched and indeed there were two Cygnets! So happy to see them, then felt dread when I saw one of the Caretakers approaching. I overheard her hatching a plan to "Net" the Babies, so they don't get eaten by Raccoons. I called Rec and Park, got the run around, and eventually was referred to Connie Chan ([connie.chan@sfgov.org](mailto:connie.chan@sfgov.org)), who chose not to have a dialog with me about what I had heard, but to email me that evening with an official reasoning that they are removed because of aggression from the Father. This happened in 2012, when the Cygnets were near full grown and the Volunteers experimented with leaving two on the Lake. Old information to use as a reason, especially when the Volunteer is telling people its because of Raccoons.

Connie refuses to entertain the information I have presented her. Whether she knows the truth or not, she stands by letting these Babies be Stolen from their Parents. This action is still pending one of the Caretakers arrival back in town today. It has to be Stopped! These Birds are living on the Lake as wild Animals. They need to be allowed to let Nature takes its course and not have the horror of these women stealing their Babies.

Please take a look at the Video I have made that proves what I'm saying, as well shows how loving and protective the Parents are. They do not deserve this to happen to them year after year. It Cruel.

Thank you,  
Kim

Video  
<https://www.youtube.com/watch?v=QIHJvzn8q4g>

Blog post with complete details  
<http://savesfpalaceswans.blogspot.com/2018/05/swan-babies-are-being-taken-from-their.html>



Preston Hopson  
Senior Vice President, General Counsel and Secretary

May 24, 2018

Re: **May 14, 2018 Land Use and Transportation Committee Hearing**

Dear Members of the Land Use and Transportation Committee of the City and County of San Francisco:

We are deeply disappointed that you invited Tetra Tech EC to appear at the May 14, 2018 Land Use and Transportation Committee hearing and then would not let us speak to clear up the false allegations made by plaintiffs' attorneys about the quality and safety of our work at Hunters Point Shipyard for the U.S. Navy.

Despite this, if the committee members listened carefully to the testimony of the Navy, EPA and City's own Department of Public Health representatives, you would have heard that while there are questions about Hunters Point (created by self-interested plaintiffs), the reality is that our portion of the remediation of the shipyard is valid and safe. We stand by our work and that is why we have offered to have it re-tested at our expense by an independent expert.

The fraudulent activities were undertaken back in 2012 by former New World Technology employees who had joined Tetra Tech. These individuals acted on their own and without knowledge of senior management. Although the sampling irregularities were detected and corrected in 2012 (and documented in publicly available reports), with oversight and approval by the Navy and regulatory agencies, only recently has the actual illegal behavior of these individuals become known.

Our piece in the San Francisco Chronicle sets forth the facts and should be useful to the Board in understanding the situation: <https://www.sfchronicle.com/opinion/openforum/article/Tetra-Tech-stands-by-its-work-at-Hunters-Point-12923789.php>

We understood that the May 14 hearing would be an opportunity to directly address the concerns of your constituents and we were prepared to do just that – to provide detailed information and to answer any and all questions. Unfortunately, the residents of Bayview-Hunters Point and the citizens of San Francisco were denied that very chance in favor of political grandstanding.

We believe the community and the public are interested in hearing the facts. We will continue to find other means to deliver those facts about our remediation at the shipyard. We hope you will be listening.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Preston Hopson', written over a horizontal line.

Preston Hopson

cc: Board of Supervisors of the City and County of San Francisco

Tetra Tech, Inc.  
3475 E. Foothill Boulevard, Pasadena, CA 91107-6024  
Tel 626.351.4664 Fax 626.351.5291 [www.tetrattech.com](http://www.tetrattech.com)

(22)

BOS-11

May 23, 2018

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES FOR THE GREENHOUSE GAS FINANCING COSTS APPLICATION (A.18-05-014)**

**Summary**

On May 15, 2018, Pacific Gas and Electric Company (PG&E) filed its Greenhouse Gas (GHG) Financing Cost Application with the California Public Utilities Commission (CPUC).

The application seeks recovery of \$7.4 million related to the costs of holding greenhouse gas credits for compliance with Assembly Bill 32, the California Global Warming Solutions Act of 2006 in 2018 and 2019.

If the CPUC approves this application, PG&E will recover costs in rates beginning in January 2019.

**Background**

Assembly Bill 32 is a California law with the goal of reducing greenhouse gas emissions from all sources throughout the state. As part of this bill, the state of California requires PG&E and other California companies with GHG-emitting sources to have enough compliance credits to cover emissions with the goal of offsetting emissions. One compliance credit is required for each ton of greenhouse gas emissions. There are financing costs related to holding these credits for future compliance. The application seeks recovery of those costs.

**How will PG&E's application affect me?**

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services. Based on rates currently in effect, the bill for a typical residential Bundled Non-CARE customer using 500 kWh per month would increase from \$111.59 to \$111.67, or 0.1 percent.

Actual impacts will vary depending on energy usage.

**How will PG&E's application affect customers who buy electricity from a third party?**

Direct Access (DA) and Community Choice Aggregation (CCA) customers only receive electric transmission and distribution services from PG&E. These customers will not see a rate change as a result of this application.

Departing Load customers do not receive electric generation, transmission or distribution services from PG&E. However, they are required to pay certain charges as required by law or CPUC decision. These customers will not see a rate change as a result of this application.

**How do I find out more about PG&E's proposals?**

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY (Deaf or Hard of Hearing), call **1-800-652-4712**. Para más detalles llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555**. If you would like a copy of PG&E's filing and exhibits, please write to PG&E at the address below:

Pacific Gas and Electric Company  
GHG Financing Costs Application (A.18-05-014)  
P.O. Box 7442  
San Francisco, CA 94120

A copy of PG&E's filing and exhibits is also available for review at the CPUC's Central Files Office by appointment only. For more information, contact [alcentralfilesid@cpuc.ca.gov](mailto:alcentralfilesid@cpuc.ca.gov) or **1-415-703-2045**. PG&E's application (without exhibits) is available on the CPUC's website at [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

**CPUC process**

This application will be assigned to an Administrative Law Judge (Judge) who will determine how to receive evidence and other related documents necessary for the CPUC to establish a record upon which to base its decision. Evidentiary hearings may be held where parties will present their testimony and may be subject to cross-examination by other parties. These evidentiary hearings are open to the public, but only those who are formal parties in the case can participate.

After considering all proposals and evidence presented during the hearings, the assigned Judge will issue a proposed decision which may adopt PG&E's proposal, modify it or deny it. Any of the five CPUC Commissioners may sponsor an alternate decision. The proposed decision, and any alternate decisions, will be discussed and voted upon at a scheduled CPUC Voting Meeting.

(23)

The Office of Ratepayer Advocates (ORA) may review this application. ORA is the independent consumer advocate within the CPUC with a legislative mandate to represent investor-owned utility customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. ORA has a multidisciplinary staff with expertise in economics, finance, accounting and engineering. For more information about ORA, please call **1-415-703-1584**, email **ora@cpuc.ca.gov** or visit ORA's website at **<http://www.cpuc.ca.gov/ora>**.

#### **Stay informed**

If you would like to follow this proceeding, or any other issue before the CPUC, you may use the CPUC's free subscription service. Sign up at **<http://subscribecpuc.cpuc.ca.gov/>**. If you would like to learn how you can participate in the proceeding, have informal comments about the application or have questions about the CPUC processes, you may access the CPUC's Public Advisor Office (PAO) webpage at **<http://consumers.cpuc.ca.gov/pao/>**.

You may also contact the PAO as follows:

**Email:** **[public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)**

**Mail:** CPUC

Public Advisor's Office

505 Van Ness Avenue

San Francisco, CA 94102

**Call:** **1-866-849-8390** (toll-free) or **1-415-703-2074**

**TTY:** **1-866-836-7825** (toll-free) or **1-415-703-5282**

If you are contacting the CPUC, please include the application number (GHG Financing Costs Application; A.18-05-014). All comments will become public record and will be circulated to the Commissioners, the assigned Judge and appropriate CPUC staff.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 25 AM 9:12  
*[Signature]*



Re: Support for Julie De Soo to Police Commission

Mon. May 21, 2018

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 25 AM 9:12  
805-11  
Rules

Dear Supervisors:

I write in strong support of Julie Soo for appointment to the Police Commission.

My husband and I are both native San Franciscans. In fact we grew up with Julie's mother Mabel and later came to know her father Stephen. We are now 90 years of age and are concerned about the safety of our beloved City.

I know that Julie, through the example of her maternal grandparents and parents, has given much to community service and public service. Julie has the skills and the compassion to bring forth policies that will help San Francisco better address safety

concerns through 21st Century community policing.

Not only does Julie have the academic and professional background, more importantly, she is out in the community and is able to help voice community concerns and work to address them.

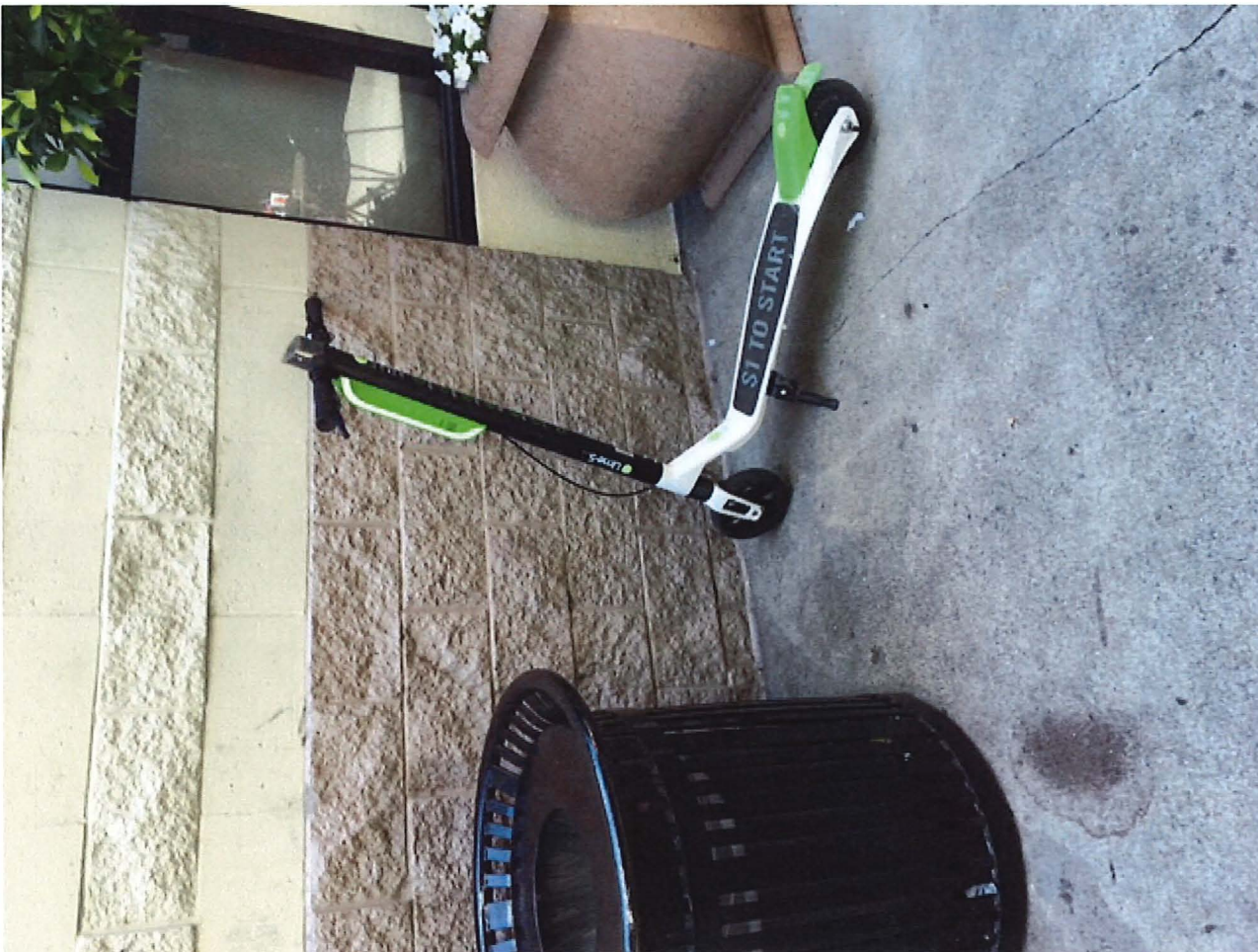
I ask that you give favorable consideration to Julie as a fine example of a San Franciscan who cares deeply about our City and is willing to devote hours to civic engagement.

Sincerely,

Annette Leung

**From:** Board of Supervisors, (BOS)  
**Sent:** Wednesday, May 16, 2018 4:26 PM  
**To:** BOS-Supervisors; Major, Erica (BOS)  
**Subject:** FW: Scooters: city looks messy

**From:** Christine Harris [mailto:christinelynnharris@yahoo.com]  
**Sent:** Wednesday, May 16, 2018 3:36 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Scooters: city looks messy



Kindly,  
Christine Harris

---

**From:** Board of Supervisors, (BOS)  
**Subject:** FW: Scooters all over

**From:** Board of Supervisors, (BOS)  
**Sent:** Wednesday, May 16, 2018 4:26 PM  
**To:** BOS-Supervisors <bos-supervisors@sfgov.org>; Major, Erica (BOS) <erica.major@sfgov.org>  
**Subject:** FW: Scooters all over

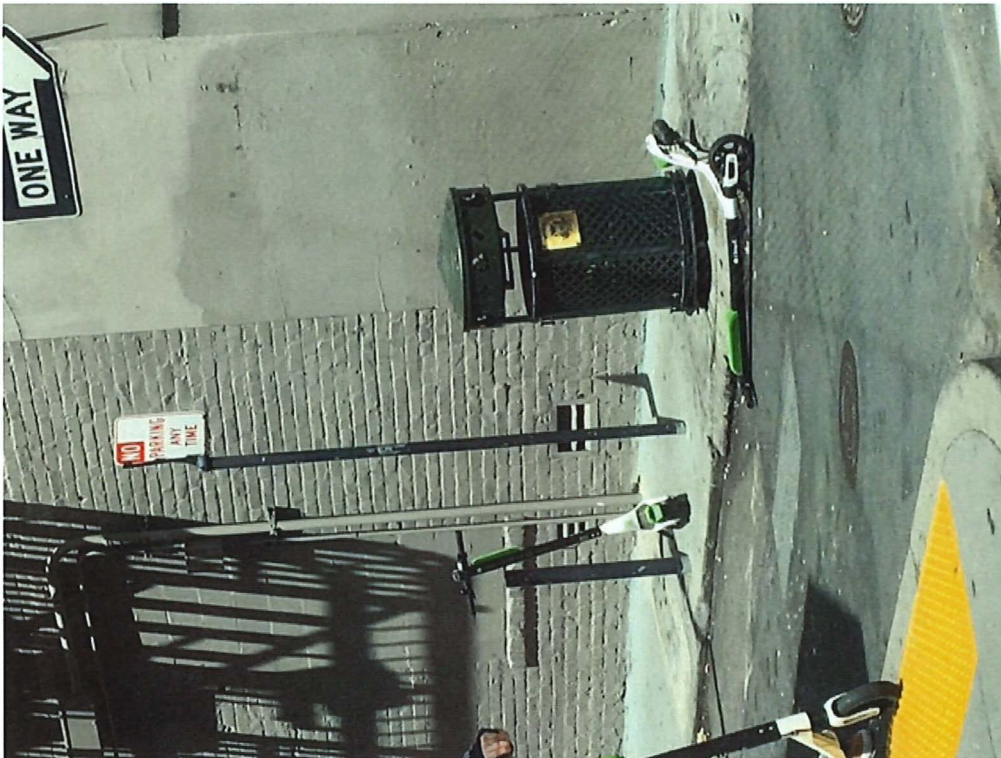
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**From:** Christine Harris [<mailto:christinelynnharris@yahoo.com>]  
**Sent:** Wednesday, May 16, 2018 2:07 PM  
**To:** Board of Supervisors, (BOS) <[board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)>  
**Subject:** Scooters all over

Hello Honourable Board of Supervisors,

Thank you for all that you do

Please, the scooters all over the city is ridiculous.



Kindly,  
Christine Harris



7)

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**From:** Board of Supervisors, (BOS)  
**Sent:** Monday, May 21, 2018 9:04 AM  
**To:** BOS-Supervisors  
**Subject:** FW: Bay to Breakers - Helping SF's Homeless

---

**From:** Gary Pegueros [mailto:garypegueros@sbcglobal.net]  
**Sent:** Sunday, May 20, 2018 6:17 PM  
**To:** jtucker@sfchronicle.com; ama@sfchronicle.com  
**Cc:** info@baytobreakers.com; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; GARY PEGUROS <garypegueros@sbcglobal.net>  
**Subject:** Bay to Breakers - Helping SF's Homeless

Jill and Annie, Bay to Breakers team, San Francisco Board of Supervisors,

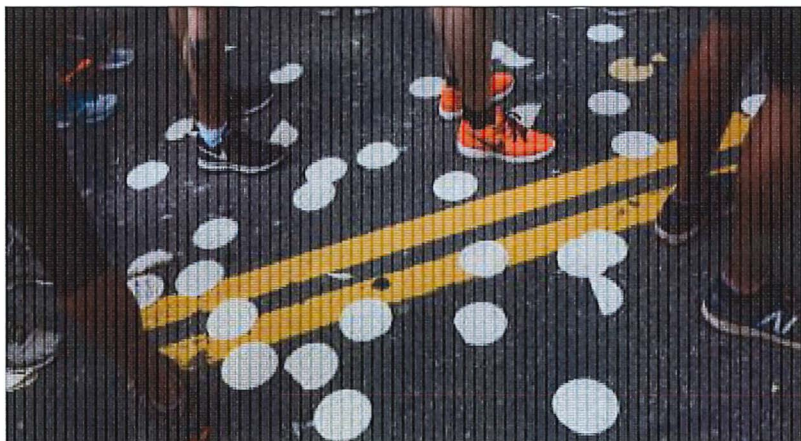
As a follow up to today's article on SFGate.com on the Bay to Breakers about the wasteful "frisbee throwing of tortillas" into the crowd, I have a suggestion for *starting a new tradition with next year's race*:

**Encourage all Bay to Breakers participants (and those attending the race to watch from the sidelines) to bring canned goods and other non-perishable foods to drop off in containers to collect food to help our homeless residents.**

This would be an excellent Public Relations move on the part of the Bay to Breakers organizers. Not to mention a good deed to help those residents who need our help.

Encourage the various sponsors to participate as well. Can you imagine the impact based on the thousands of participants and spectators?

[Bay to Breakers tortillas are not tacos but Frisbees, then trash](#)





**Bay to Breakers tortillas are not tacos but  
Frisbees, then trash**

What goes up must come down. And at the starting line of  
Sunday morning's Bay to Breakers ...

Gary Pegueros  
South Beach Neighborhood Association, Secretary  
SFFD - South Beach NERT Coordinator  
SFPD - ALERT Volunteer



## SAN FRANCISCO PLANNING DEPARTMENT

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May 17, 2018

Honorable Supervisor Breed  
Ms. Angela Calvillo  
Board of Supervisors  
City and County of San Francisco  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place,  
San Francisco, CA 94102

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

**RE: Opportunity for the Historic Preservation Commission to provide comment on the Process for Establishment of Cultural Districts Ordinance, Board File No. 171140**

Dear Ms. Calvillo, President Breed, and Supervisors:

The Historic Preservation Commission ("HPC") values its work with the Board and the people of San Francisco to promote and protect the City's diverse cultural heritage. We are heartened by the momentum across San Francisco to formalize a process to develop tools and strategies that expand on conventional historic preservation practice. And we are eager to review the draft Ordinance introduced by Supervisor Ronen to establish a process for the creation of cultural districts.

As of today, the HPC has not had an opportunity to provide comment and engage the public on the draft legislation that amends the Administrative Code to create a process for establishment of cultural districts (Board File No. 171140). However, at our May 16, 2018 hearing we learned that the Rules Committee heard the draft legislation on May 9, 2018 and unanimously moved to pass the Ordinance out of Committee and to the full Board of Supervisors for first reading on May 15.

The HPC was created by a vote of the people of San Francisco in 2008, and is tasked with the responsibility to "advise the City on historic preservation matters (and) participate in processes that involve historic or cultural resources." (Charter Section 4.135). To implement that obligation, the Charter provides, in pertinent part, that "[t]he following matters *shall*, prior to passage by the Board of Supervisors, be submitted for written report by the Historic Preservation Commission regarding effects upon *historic or cultural resources*: ordinances and resolutions concerning historic preservation issues and historic resources...." (Charter Section 4.135 [emphasis added].) Review of the draft Ordinance appears to fall squarely within the scope of the HPC's duties under the Charter. For example, the ordinance would require the preparation of Cultural, History, Housing and Economic Sustainability Strategy Reports that would "*analyze and record the tangible and intangible elements of the Cultural District's cultural heritage; identify areas of concern that could inhibit the preservation of the Cultural District's unique culture; and propose legislative, economic and other solutions and strategies to support the Cultural District.*" (Draft Ordinance, Section 107.4(b)(7).) Thus, because the ordinance would affect "historic or cultural resources," the HPC believes that the Charter requires that the HPC review and comment on the Ordinance prior to its adoption.

The HPC respectfully requests the Board of Supervisors continue the second reading of the Ordinance, which we understand is currently scheduled to occur on May 22, to allow the HPC an





May 17, 2018

opportunity to provide review and written comment, in accordance with the City Charter. We hope the Board is amenable to this continuance as our intent is to provide comments will only further enrich this important piece of legislation. The HPC will schedule its review at its next regularly scheduled hearing on June 6, 2018.

Both I and the other HPC Commissioners are excited to provide our comments on this important legislation to ensure inclusive and equitable representation of San Francisco's many cultures and people.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Wolfram", with a long horizontal flourish extending to the right.

Andrew Wolfram  
President  
Historic Preservation Commission

BOS-11



This petition has collected  
252 signatures  
using the online tools at [ipetitions.com](https://www.ipetitions.com)

Printed on 2018-05-14

# Please Reappoint Planning Commissioner Kathrin Moore

## About this petition

During her tenure, Commissioner Kathrin Moore has provided invaluable service to the Planning Commission and our City. She consistently has demonstrated extensive knowledge, integrity, fairness, perspective, and commitment, and the Planning Department, the City, and our fellow residents have benefitted from her participation and passion.

Her consistent voice of reason, sound judgment and professional expertise has made her one of the most valuable members of the Planning Commission for nearly 12 years. We have all come to depend on her in-depth analysis and advanced thinking to improve projects and constructively advance intelligent development in San Francisco. Her commitment to balance new development with serious concern for issues of historic preservation, neighborhood context, and good design make her comments especially important in all project evaluations. We are a better City due to her professionalism, dedication, and commitment to excellence.

Commissioner Moore's recent election to the position as Fellow of the prestigious American Institute of Certified Planners, gives us more reason to appeal to the Board of Supervisors to continue her invaluable service on the Planning Commission. This recognition by her peers reinforces what we have seen consistently now for well over a decade.

As her term will expire on June 30th, we strongly urge you to reappoint Kathrin Moore to the Planning Commission.

## Signatures

1. Name: Mari Eliza (mari@abazaar.com) on 2018-04-26 02:14:45  
Comments: We are looking forward to Kathrin's continued work on the Planning Commisison as we rely on her expert judgement and assistance to produce the best projects possible in our changing city.

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2. Name: Peter Heinecke (pheinecke@gmail.com) on 2018-04-27 19:53:56  
Comments:

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3. Name: John Barbey (kingswestonhousejohnb@gmail.com) on 2018-04-27 20:07:45  
Comments: One of the most impressive Commissioners that we have ever had on the San Francisco Planning Commission. If she is willing to serve again, she really ought to be reappointed.

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4. Name: Shari Steiner (sharisteiner@gmail.com) on 2018-04-27 20:30:51  
Comments: Our City needs well informed City Planners

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5. Name: Ozzie Rohm (ozzierohm@sbcglobal.net) on 2018-04-27 22:03:33  
Comments:

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6. Name: Whitney Lewis (whitmlewis@gmail.com) on 2018-04-27 22:29:32  
Comments: Please keep great commissioners who care about SF community on the Board! Thank you!

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7. Name: Katherine Howard (kathyhoward@earthlink.net) on 2018-04-27 22:42:59  
Comments: Commissioner Moore is an excellent commissioner and must be retained on the Planning Commission.

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8. Name: Gregory Miller (howmiller@earthlink.net) on 2018-04-27 22:43:24  
Comments: Please reappoint Commissioner Morre.

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9. Name: John Levin (levin1944@aol.com) on 2018-04-27 22:59:46  
Comments:

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10. Name: Richard Frisbie (frfbeagle@gmail.com) on 2018-04-27 23:03:01  
Comments: Kathrin Moore is a thoughtful, knowledgeable voice for San Francisco.

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11. Name: Thomas Ruiz (thomaskruiz@gmail.com) on 2018-04-27 23:13:58  
Comments:

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12. Name: Stephanie Peek (stephanie@stephaniepeek.com) on 2018-04-27 23:45:06  
Comments:

- 
13. Name: Theodore Rohm (trohm2010@gmail.com) on 2018-04-28 00:44:21  
Comments: Please reappoint Commissioner Moore. The City deserves no less.
- 
14. Name: Kathleen Courtney (kcourtney@rhcasf.com) on 2018-04-28 00:54:39  
Comments:
- 
15. Name: Howard Wong (wongaia@aol.com) on 2018-04-28 01:19:15  
Comments: Knowledgeable, always brings fresh, informed perspectives that merge quality design and urban planning. I am usually more educated by her insights.
- 
16. Name: Lisa Baker (lisapryor@aol.com) on 2018-04-28 02:22:56  
Comments:
- 
17. Name: Elizabeth Fromer (efromer3@gmail.com) on 2018-04-28 03:06:49  
Comments: Kathrin's commitment to integrity and principled positions has no equal. She's highly qualified to continue to serve on the Planning Commission and should definitely be re-appointed.
- 
18. Name: chris bigelow (cgb415@gmail.com) on 2018-04-28 03:30:15  
Comments:
- 
19. Name: Judy Irving (films@pelicanmedia.org) on 2018-04-28 03:40:32  
Comments:
- 
20. Name: Susanne Baum (suecb@aol.com) on 2018-04-28 04:13:15  
Comments:
- 
21. Name: Gary Weiss (garysfx@gmail.com) on 2018-04-28 05:24:24  
Comments:
- 
22. Name: junona jonas (junonajonas@YAHOO.COM) on 2018-04-28 05:36:27  
Comments:
- 
23. Name: Jim Riley (jim@jdr-designs.com) on 2018-04-28 06:41:57  
Comments:
- 
24. Name: Lori Brooke (lorimbroke@gmail.com) on 2018-04-28 14:25:39  
Comments:
- 
25. Name: Mary Gallagher (maryegallagher@yahoo.com) on 2018-04-28 14:47:21  
Comments: The only Commissioner trained as a contextual urban designer. A

Commissioner whose only interest in the job is to serve the people. A staunch protector of tenants' rights and neighborhood character who simultaneously promotes increased density and is visionary when it comes to area plans and the projects fulfilling those plans. A true breath of fresh air in a City so poisoned by money and pay for play politics.

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26. Name: Rick Hall (rclistad@gmail.com) on 2018-04-28 15:13:06  
Comments: Kathrine brings unique expertise to the Planning Commission. She listens to all sides and renders fair and balanced thoughtful opinions. She clearly goes above and beyond to study the documents and know the projects. Her contributions to the dialogue are irreplaceable. Please reappoint Kathrine to the Planning Commission.
- 
27. Name: Spike Kahn (spikekahn@gmail.com) on 2018-04-28 15:22:44  
Comments: Ms. Moore is an amazing Commissioner, with incredible expertise needed on our Planning Commission. The Boss just gave her a lifetime achievement award. Now let's give her a lifetime appointment to the Commission.
- 
28. Name: Erick arguello (eriq94110@aol.com) on 2018-04-28 15:26:25  
Comments:
- 
29. Name: Marie Sorenson (mariesorenson@yahoo.com) on 2018-04-28 16:08:04  
Comments: Kathrin is very often the only voice of reason.
- 
30. Name: Mauricio Franco (maurice1950@comcast.net) on 2018-04-28 16:21:40  
Comments: Very skilled and knowledgeable in various aspects of urban planning.
- 
31. Name: Thomas Kuhn (tkyoyos@yahoo.com) on 2018-04-28 16:44:18  
Comments:
- 
32. Name: Rachel Swann (rachel.swann@theagencyre.com) on 2018-04-28 16:48:53  
Comments:
- 
33. Name: Kathy Jenkins (ktjenkins@sbcglobal.net) on 2018-04-28 17:18:26  
Comments:
- 
34. Name: Alison Heath (alisonheath@sbcglobal.net) on 2018-04-28 17:20:57  
Comments: I strongly urge you to reappoint Kathrin Moore to the Planning Commission. The City is better because of her dedication, design expertise and vision.
- 
35. Name: Yvonne Don (ydon117@gmail.com) on 2018-04-28 17:49:26  
Comments:
- 
36. Name: Zoi Eliou (dr.eliou@gmail.com) on 2018-04-28 18:08:35  
Comments:



- 
37. Name: Zoi Eliou (dr.eliou@gmail.com) on 2018-04-28 18:14:44  
Comments:
- 
38. Name: Lisa Tsang (lialisatee3@gmail.com) on 2018-04-28 19:36:20  
Comments:
- 
39. Name: Brooke Anderson (brooke.baby.bobcat@gmail.com) on 2018-04-28 20:45:50  
Comments:
- 
40. Name: Brooke Anderson (brooke.baby.bobcat@gmail.com) on 2018-04-28 20:46:39  
Comments:
- 
41. Name: CAROLYN KENADY (carolynkenady@gmail.com) on 2018-04-28 21:02:16  
Comments: An experienced and thoughtful commissioner who identifies key project and policy issues and ways to resolve them. We need to keep her on the Planning Comm
- 
42. Name: Lynn Rosenzweig (rosenzweig.lynn@gmail.com) on 2018-04-28 21:05:41  
Comments:
- 
43. Name: Liz Moreno (elizabethmorenoesq@gmail.com) on 2018-04-28 21:12:16  
Comments:
- 
44. Name: Melissa Kenady (melissakenady@gmail.com) on 2018-04-28 22:01:30  
Comments: I fully support Katrin Moore's re-appointment to the Planning Commission. Commissioner Moore has always been available when the Dolores Heights Improvement Club has needed her input and advice. She has travelled to sites to personally see our concerns IRL. She is a valuable asset to the Planning Commission with her architectural background and commitment to neighborhood planning issues.
- 
45. Name: Lori Liederman (lbliederman@gmail.com) on 2018-04-28 22:18:07  
Comments:
- 
46. Name: anastasia yovanopoulos (shashacooks@yahoo.com) on 2018-04-28 22:38:48  
Comments:
- 
47. Name: anastasia yovanopoulos (shashamelina@yahoo.com) on 2018-04-28 22:58:10  
Comments: Kathrin Moore has planning and design expertise that others on the SF Planning Commissioner do not have. Kathrin Moore's opinions are respected and held in high regard by city officials, members of the public and her fellow Commissioners, Her experience in land use issues and architecture, and sound judgment distinguish her as an excellent candidate to reappoint to the SF Planning Commission.
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48. Name: Brian Pritchard (aquatic7@gmail.com) on 2018-04-28 23:08:26  
Comments: Kathrin Moore is a brilliant Commissioner.
- 
49. Name: Ilan kinori (ilanku@comcast.net) on 2018-04-29 00:10:51  
Comments:
- 
50. Name: Tony Hartman (tonyhartman@gmail.com) on 2018-04-29 00:30:19  
Comments:
- 
51. Name: Denis Mosgofian (denismosgofian@gmail.com) on 2018-04-29 02:05:33  
Comments:
- 
52. Name: Robyn Tucker (venturesv@aol.com) on 2018-04-29 05:51:01  
Comments: Kathrin Moore brings architectural and urban design experience to the SF Planning Commission. Presiding with unfettered integrity and informed preparation, Commissioner Moore provides a balanced approach to her design-making. More than ever, The Commission needs qualified and experienced individuals to serve. Commissioner Moore is that person. Please-reappoint Kathrin Moore.
- 
53. Name: Mary McNamara (mary.mcnamara@comcast.net) on 2018-04-29 08:24:52  
Comments:
- 
54. Name: Gordon Feller (aidan7@comcast.net) on 2018-04-29 08:25:46  
Comments:
- 
55. Name: Shawna McGrew (Sunsetfog@aol.com) on 2018-04-29 13:57:55  
Comments:
- 
56. Name: JEAN B BARISH (jeanbbarish@hotmail.com) on 2018-04-29 15:01:48  
Comments: Kathrin Moore is a treasure. Experienced, highly educated, sensible, reasonable. Please keep her on the San Francisco Planning Commission in order to assure San Francisco continues to have sensible planning. Thank you for your consideration.
- 
57. Name: Joseph Smooke (josephsmooke@gmail.com) on 2018-04-29 15:50:44  
Comments: Commissioner Moore is sadly the only Planning Commissioner we have who is actually a Planner! Her knowledge and insights are unmatched, and her careful study of every project is exemplary. She is an asset not just to the Commission but to all of San Francisco. I strongly support her reappointment and look forward to her continuing leadership and service to this City.
- 
58. Name: Linda Marks (lindamarkssf@comcast.net) on 2018-04-29 15:57:08  
Comments: Commissioner Moore has been fantastic. Please reappoint her.
-

59. Name: Joanne Allen (jma1017@comcast.net) on 2018-04-29 17:11:02  
Comments:
- 
60. Name: Bruce Bowen (bruce.r.bowen@gmail.com) on 2018-04-29 17:20:33  
Comments: San Francisco needs the trust, credibility and integrity Kathrin Moore brings to the Planning Commission
- 
61. Name: Andreas Katz (andywkatz@gmail.com) on 2018-04-29 19:22:40  
Comments: Kathrin Moore has been a consistently excellent Planning Commissioner over many years. We need her strong and principled voice to continue to protect the jewel that is San Francisco. Please reappoint Commissioner Moore.
- 
62. Name: Marc Bruno (marcabruno@yahoo.com) on 2018-04-29 19:38:44  
Comments: We need diverse opinions on the Planning Commission. Ms. Moore, in addition to her experience, brings that diversity to each case before the City.
- 
63. Name: Christopher Hall (chhall@pacbell.net) on 2018-04-29 20:26:11  
Comments: Experience counts on the Planning Commission. Ms. Moore has it as well as a balanced, thoughtful approach to planning decisions.
- 
64. Name: Bettye Brill (betsyb123@mac.com) on 2018-04-29 21:22:25  
Comments:
- 
65. Name: Rhett Currier (rhettcurrier@yahoo.com) on 2018-04-29 21:29:05  
Comments: Commissioner Moore is a seasoned architect and an excellent public servant. She should be reappointed!
- 
66. Name: Katie Hopkins (Hopkins.katie@gmail.com) on 2018-04-29 21:32:39  
Comments: Please-reappoint Kathrin Moore.
- 
67. Name: Stan Hayes (stanhayes1967@gmail.com) on 2018-04-29 23:47:10  
Comments: Commissioner Moore is principled, thoughtful, and smart. How fortunate we all are to have such a qualified and professionally honored person serving our City. We look forward to her well-earned reappointment and continued service on the Planning Commission. Please reappoint her.
- 
68. Name: Mary Ann Scanlan (stonegirl@me.com) on 2018-04-30 00:01:20  
Comments:
- 
69. Name: Sam Fleischmann (sam\_fleischmann@yahoo.com) on 2018-04-30 01:01:03  
Comments: Commissioner Moore is a fair and balanced public servant who genuinely cares about the fabric of the City. Please re-appoint her.
- 
70. Name: Lorraine Petty (lgpetty@juno.com) on 2018-04-30 01:39:35

Comments:

- 
71. Name: Geraldine Rebstock (gmrebstock@gmail.com) on 2018-04-30 01:50:30  
Comments: I am a long-term tenant in a rent-controlled SF building. We recently had a discretionary review related to proposed accessory dwelling units. Ms. Moore very quickly assessed the situation and some of the very complex details, and led the board in a round of thoughtful discussion that ultimately resulted in our winning the case. I know that such outcomes aren't very common, so I'm that much more thankful for her good sense. Ms. Moore is an asset to the Planning Commission and should definitely be reappointed.
- 
72. Name: Sarah Hotchkiss (sarah.a.hotchkiss@gmail.com) on 2018-04-30 02:15:00  
Comments:
- 
73. Name: Scott Edmondson (scott.edmondson22@gmail.com) on 2018-04-30 02:40:00  
Comments:
- 
74. Name: Melissa Kenady (melissakenady@gmail.com) on 2018-04-30 03:14:23  
Comments: Please refer to a letter I sent a few weeks ago supporting the re-appointment of Commissioner Kathrin Moore. She has been an outstanding advocate on behalf of the Noe Valley homeowners and renters that are fighting against overbuilding in our neighborhoods.
- 
75. Name: Heather Tebbutt (htebbutt@gmail.com) on 2018-04-30 03:33:09  
Comments:
- 
76. Name: Alyssa Erickson (alyssakira@gmail.com) on 2018-04-30 04:05:05  
Comments:
- 
77. Name: Leila Mirhashemi (leilam415@yahoo.com) on 2018-04-30 04:16:59  
Comments: We need more public servants like Commissioner Moore in this city.
- 
78. Name: Al Fontes (al.fontes@gmail.com) on 2018-04-30 09:45:10  
Comments: Please re-appoint Ms. Moore. San Francisco needs her.
- 
79. Name: jason jungreis (jasonjungreis@gmail.com) on 2018-04-30 14:36:59  
Comments:
- 
80. Name: Nancy Shanahan (nshan@mindspring.com) on 2018-04-30 16:44:19  
Comments: Commissioner Moore is exceptionally thoughtful, smart, and skilled. San Francisco is fortunate to have such a highly qualified and professionally honored person serving the City. We look forward to her well-earned reappointment and continued service on the San Francisco Planning Commission.
- 
81. Name: Susan Cieutat (Susan@sfdonors.com) on 2018-04-30 17:39:28

Comments: I am a 20 year resident of San Francisco and a frequent attendee of Planning Commission hearings. Kathrin Moore has always examined the issues before the Commission with thoughtful consideration of complex issues and understands the importance of considering the needs of all San Franciscans, not just the well funded who have the time and money to spend on lobbying for their interests. She truly represents the people of San Francisco and I hope that she will be invited to continue her invaluable service.

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82. Name: Davian Contreras (dvncontreras@gmail.com) on 2018-04-30 18:12:51  
Comments: Please Reappoint Kathrin Moore!! She is an outstanding public servant and an intelligent leader that San Francisco desperately NEEDS to keep!

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83. Name: Courtney Johnson (misscourtneyjohnson@gmail.com) on 2018-04-30 19:02:57  
Comments:

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84. Name: steve ward (seaward94122@juno.com) on 2018-04-30 19:13:52  
Comments: Please retain Kathrin Moore

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85. Name: Yuezhi Zhao (njstec@yahoo.com) on 2018-04-30 20:24:11  
Comments: Reappoint Kathrin Moore

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86. Name: Charles (dupigny.1@gmail.com) on 2018-04-30 22:15:07  
Comments:

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87. Name: Larisa Pedroncelli (factory1@mac.com) on 2018-05-01 01:51:44  
Comments: Kathrin Moore is an asset to this city in a time when it needs her expertise the most. Please reappoint her.

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88. Name: Kelly Hill (info@factory1.com) on 2018-05-01 01:58:57  
Comments: Please reappoint Kathrin Moore without delay. We are beyond fortunate to have this AICP Fellow on our Planning Commission.

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89. Name: Kathleen Dooley (kathleendooley58@gmail.com) on 2018-05-01 02:12:08  
Comments: Kathrin Moore has shown herself time after time to be a voice for weighing all sides of issues that come before here and voting in a fair and unbiased manner based only on the facts and her great love for San Francisco.

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90. Name: lisa ambrosiani (alisanow@hotmail.com) on 2018-05-01 02:42:09  
Comments: Reason. Good judgment. Professional Expertise. SF needs those qualities right now.

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91. Name: Ken hoegger (khoegger@pacbell.net) on 2018-05-01 03:15:38  
Comments:

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92. Name: Daniel Macchiarini (danny1mAc@sbcglobal.net) on 2018-05-01 03:32:48  
Comments:
- 
93. Name: chris hyland (chris.t.hyland@gmail.com) on 2018-05-01 03:34:10  
Comments: old world common sense...you cannot top that..please reappoint
- 
94. Name: Mary Bugarin (maria.bugarin7@gmail.com) on 2018-05-01 04:50:26  
Comments:
- 
95. Name: JERRY DRATLER (dratler@sonic.net) on 2018-05-01 16:41:27  
Comments: commissioner Moore works very hard for a just outcome for all maters that come before the commission. The neighborhoods need her continued support.
- 
96. Name: Marlayne Morgan (marlayne16@gmail.com) on 2018-05-01 17:47:41  
Comments: With changes in local and State legislation on housing and transportation constantly impacting SF planning policy, it is more important than ever to retain Commissioner Moore's professional expertise and experience on the Commission. It must be a priority for the BOS to reappoint Commissioner Moore for another term during these challenging times.
- 
97. Name: nancy wuerfel (no1nancee@aol.com) on 2018-05-01 18:33:27  
Comments: BALANCE on the Planning Commission! Yes!
- 
98. Name: Michael and Connie Juarez (mjuarez@link2000loans.com) on 2018-05-01 18:36:15  
Comments: The commissioners must be reappointed for the good of the City!
- 
99. Name: gail baugh (gailbaugh40@gmail.com) on 2018-05-01 19:04:11  
Comments: Kathrin's service to our city is proven by her public record. Removing her does not serve our city. There is no reason to not reappoint her.
- As a professional in the building industry, her balanced approach to the issues before her is clear. She is not a politician, but clearly has San Francisco's future as her top priority.
- 
100. Name: Theresa Flandrich (tmvonflandrich@gmail.com) on 2018-05-01 19:17:24  
Comments: Now, more than ever we need the expertise of Kathrin Moore. Please reappoint!
- 
101. Name: Rose Hillson (gumby5@att.net) on 2018-05-01 19:17:44  
Comments: Kathrin Moore has the advanced architectural \*and\* city planning degrees that her peers lack. This professional feedback is needed in projects which today are often decided by volunteers who have no planning or architectural expertise. Please keep this professional on the Planning Commission.
- 
102. Name: Rose Hillson (gumby5@att.net) on 2018-05-01 19:18:35



Comments: Kathrin Moore has the advanced architectural \*and\* city planning degrees that her peers lack. This professional feedback is needed in projects which today are often decided by volunteers who have no planning or architectural expertise. Please keep this professional on the Planning Commission.

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103. Name: Sandra Dratler (sandradratler@gmail.com) on 2018-05-01 19:38:31  
Comments:

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104. Name: Frank Cannata (frankcannata@sbcglobal.net) on 2018-05-01 19:40:57  
Comments:

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105. Name: Robert Rusky and Karen Kai (ruskykai@earthlink.net) on 2018-05-01 20:17:14  
Comments: We agree wholeheartedly with the petition. Commissioner Moore has provided a uniquely insightful insight into planning issues that is much needed and serves San Francisco well.

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106. Name: Colette Brooks (coletteabrooks@aol.com) on 2018-05-01 20:47:45  
Comments: We need a hardworking commissioner who is balanced and fair.

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107. Name: Kate Gillespie AICP (kate@gillespieconsult.com) on 2018-05-01 21:32:08  
Comments: I have had the honor of knowing Kathrin for 14 years. For the following reasons, I implore the Board of Supervisors to reappoint Kathrin as Planning Commissioner:

1. ☐ Kathrin exemplifies the model of a globally informed, thoughtful, and creative planner who consistently advocates for application of best practices in planning and design.
2. ☐ Kathrin is a passionate and devoted planning professional, with unique tenacity, devotion to her duties, and regard for the AICP Code of Ethics.
3. ☐ Kathrin is recognized by her peers as a colleague, rather than a competitor, due to her focus on planning and design principles and best practices, and her neutral commitment to developing the most ideal solutions to contemporary planning and design challenges.
4. ☐ Sharing one's knowledge and time is a precious gift. Kathrin gives generously of her time by publishing articles, teaching at universities around the world, volunteering for charrettes, and accepting speaking invitations.

Kathrin is propelled by her sincere interest in raising the standard of livability in San Francisco, for all peoples. Her time and knowledge is a valuable gift to all people who live, work, and enjoy San Francisco.

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108. Name: karen breslin (kbsmail@sbcglobal.net) on 2018-05-01 21:44:24  
Comments:

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109. Name: Trent Lee Hu (trent@trenthu.com) on 2018-05-01 22:09:02  
Comments:

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110. Name: Bill Benkavitch (bill.benkavitch@gmail.com) on 2018-05-02 00:37:41

Comments: I support the reappointment of Kathrin Moore to the SF Planning Commission

- 
111. Name: Anita Chawla (anita@global-change.us) on 2018-05-02 16:07:37  
Comments:
- 
112. Name: John Borruso (borruso@mindspring.com) on 2018-05-02 16:58:32  
Comments:
- 
113. Name: Ashish Mahadwar (ashishmahadwar@gmail.com) on 2018-05-02 16:58:56  
Comments: I support re-appointment if Kathrin Moore
- 
114. Name: dana mullaney (danakmullaney@comcast.net) on 2018-05-02 17:09:55  
Comments: Commissioner Moore was instrumental in keeping long term tenants from being evicted in our building.
- 
115. Name: Glenn Rogers (alderlandscape@comcast.net) on 2018-05-02 17:28:46  
Comments: She is the best !
- 
116. Name: Matt Borruso (mborruso@cca.edu) on 2018-05-02 18:05:42  
Comments:
- 
117. Name: Michael Hamman (mhamman@igc.org) on 2018-05-02 18:06:45  
Comments: With the flood of new projects descending upon the city the Planning commission desperately needs Kathrin's expertise and vast knowledge base. We the citizens need her balanced view of development.
- 
118. Name: David Serrano (davidherrano@aol.com) on 2018-05-02 18:42:13  
Comments: I'm a San Francisco senior citizen who has lived in the same apartment for the past 37 years. Four years ago, my building was purchased by a realtor with grandiose remodeling plans that would've required my displacement for an extended period of time, a hardship I was not prepared to endure. Thanks to the SF Tenants Union, me and my fellow building tenants (another senior as well as a family of 4 were able to appeal the plans with the Planning Commission. I thank Katherine Moore for listening to our pleas and voting down the unnecessary construction work and saving our homes. I would like to ask you to re-appoint Katherine Moore to the Planning Commission. Thank you.
- 
119. Name: Risa Teitelbaum (risat123@comcast.net) on 2018-05-02 19:22:09  
Comments: No one has brought more honesty, intelligence and critical thinking to this position.
- 
120. Name: Risa Teitelbaum (risat123@comcast.net) on 2018-05-02 19:23:17  
Comments: No one has brought more honesty, intelligence and critical thinking to this position.
-

121. Name: Karen Scarr (kpscarr@gmail.com) on 2018-05-02 22:49:59  
Comments:
- 
122. Name: David Pennebaker (davepsf@yahoo.com) on 2018-05-03 15:26:07  
Comments:
- 
123. Name: bill hannan (whann@att.net) on 2018-05-03 17:38:15  
Comments:
- 
124. Name: Richard Kay (r-k@prodigy.net) on 2018-05-03 19:03:58  
Comments: Please keep her on board!
- 
125. Name: david and Jan Hartsough (davidhartsough@igc.org) on 2018-05-03 19:36:01  
Comments:
- 
126. Name: Karen (kcrommie@comcast.net) on 2018-05-03 20:00:57  
Comments: She is honest fair and knowledgeable.
- 
127. Name: Gerry Crowley (gerrycrowley34@gmail.co) on 2018-05-03 20:45:27  
Comments: Most knowledgable planning commissioner in the 4 decades that I've been observing planning issues.
- 
128. Name: Erick Arguello (eriq94110@aol.com) on 2018-05-03 22:54:50  
Comments:
- 
129. Name: Marcia Weisbrot (weisbrot99@gmail.com) on 2018-05-03 22:56:50  
Comments:
- 
130. Name: Carlos Bocanegra (cebocanegra@usfca.edu) on 2018-05-03 23:06:46  
Comments:
- 
131. Name: Laurel Muniz (lmunizsf@gmail.com) on 2018-05-03 23:07:28  
Comments:
- 
132. Name: Dennis Sullivan (dennis@dennisqsullivan.com) on 2018-05-04 00:51:27  
Comments: Please reappoint.
- 
133. Name: Christine Hall (pacifichris01@sbcglobal.net) on 2018-05-04 04:50:00  
Comments:
- 
134. Name: Kevin Ortiz (kevinortiz916@gmail.com) on 2018-05-04 04:53:32  
Comments: Kathrin More has been vital to the planning commission. Her expertise is only

matched by her integrity and commitment to the City and County of San Francisco to fair practices and EQUITABLE development. She always puts marginalized communities at the front and center of all developments to really paint a picture if the project is community friendly and for WHAT community. San Francisco has been privileged to have her leadership as a pillar of the planning commission. It's not often you find a world renowned architect who has values to match mastery of a subject and Kathrin More has demonstrated that consistently.

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135. Name: Armando Vasquez (avarchcm@aol.com) on 2018-05-04 05:51:28  
Comments:

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136. Name: Donna Lopez (donnapen@gmail.com) on 2018-05-04 16:56:30  
Comments:

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137. Name: Hugh David Lopez (donnapen@gmail.com) on 2018-05-04 17:00:03  
Comments:

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138. Name: Norma (galvez.415@gmail.com) on 2018-05-04 19:16:58  
Comments:

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139. Name: Lawrence Fan (lawrence.fan@sjsu.edu) on 2018-05-04 21:31:30  
Comments: Ms. Moore provides an informed, knowledgeable and valuable perspective to the commission's matters.

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140. Name: Jamie Cherry (jamie@cherry.com) on 2018-05-04 22:46:33  
Comments:

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141. Name: Notara Lum (notara@sbcglobal.net) on 2018-05-05 00:03:48  
Comments:

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142. Name: Doug Engmann (dougpsc@aol.com) on 2018-05-05 00:39:49  
Comments: A true voice for the community and the voice of conscience on The Commission

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143. Name: Moses Corrette (moses@ifpte21.org) on 2018-05-05 17:37:26  
Comments:

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144. Name: Suzi Mui (suzimui88@yahoo.com) on 2018-05-05 18:55:27  
Comments:

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145. Name: Alex Mui (mui210@comcast.net) on 2018-05-05 19:00:34  
Comments:

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146. Name: Cherry Moy (somegirl128@gmail.com) on 2018-05-05 19:03:16  
Comments:
- 
147. Name: Mary Binsfeld (bmary118@gmail.com) on 2018-05-05 19:04:41  
Comments:
- 
148. Name: Mary Binsfeld (bmary118@gmail.com) on 2018-05-05 19:05:58  
Comments:
- 
149. Name: Jake McGoldrick (jakemcgoldrick2@gmail.com) on 2018-05-05 20:30:51  
Comments: Commissioner Moore is uniquely qualified to serve our city. The commitment and dedication that she has shown these last 12 years is unparalleled. She has sacrificed so much time and energy to serve our city. That she is willing and wanting to continue her service deserves every accolade and honor that we can bestow on her. However, since she is such a humble servant, the highest honor that we can bestow, which selfishly accrues great benefit to us, is to reappoint Kathrin to the Planning Commission.
- 
150. Name: Ann Wellington (aewellie@gmail.com) on 2018-05-05 22:12:58  
Comments:
- 
151. Name: Louis Biedak (queenlu@gmail.com) on 2018-05-05 23:31:12  
Comments:
- 
152. Name: Fred P Lipschultz (fred\_lipschultz@me.com) on 2018-05-05 23:36:49  
Comments:
- 
153. Name: Ash Anderson (anderson.ash@gmail.com) on 2018-05-05 23:38:11  
Comments:
- 
154. Name: John Flanagan (john.flanagan@gmail.com) on 2018-05-05 23:57:03  
Comments:
- 
155. Name: Darwin Bell (darwinbell@gmail.com) on 2018-05-06 00:13:45  
Comments:
- 
156. Name: Heidi K (scrubjay6@yahoo.com) on 2018-05-06 00:16:43  
Comments: Please reappoint Kathryn Moore. We need more Commissioners like her!
- 
157. Name: Giuliana Milnese (gfmilnese@gmail.com) on 2018-05-06 00:48:04  
Comments:
- 
158. Name: Joey Ereñeta (phunkboy@riseup.net) on 2018-05-06 00:50:17  
Comments: Kathrin gives me great confidence in SF city planning affairs and has my

strong vote for her continued service...!!

- 
159. Name: Ryan Hayes (fryhayes@yahoo.com) on 2018-05-06 01:02:10  
Comments:
- 
160. Name: Cynthia Servetnick (cynthia.servetnick@gmail.com) on 2018-05-06 01:03:56  
Comments:
- 
161. Name: jodi geren (jodigeren@gmail.com) on 2018-05-06 02:32:54  
Comments:
- 
162. Name: Tes Welborn (tesw@aol.com) on 2018-05-06 02:55:56  
Comments: Kathrin Moore has been a knowledgeable voice on Planning Commission, and is well-respected both there and in San Francisco neighborhoods. Please reappoint her.
- 
163. Name: Gordon Mar (gordonmar@gmail.com) on 2018-05-06 02:57:41  
Comments:
- 
164. Name: Bob Ostertag (ostertag@ucdavis.edu) on 2018-05-06 03:43:15  
Comments:
- 
165. Name: Marilyn Janes (mjanes@jps.net) on 2018-05-06 03:43:26  
Comments:
- 
166. Name: harriett kelley (hatt.kelley@gmail.com) on 2018-05-06 04:12:28  
Comments:
- 
167. Name: Bruce Wolfe (brucewolfe.sf@gmail.com) on 2018-05-06 04:40:34  
Comments:
- 
168. Name: Liam Keily (itcouldbesunshine@yahoo.com) on 2018-05-06 08:12:51  
Comments:
- 
169. Name: marc vogel (marc@vogelequipment.com) on 2018-05-06 11:53:45  
Comments: Please reappoint Commissioner Moore, we need her knowledge and insights as a constant balance in the Planning Commission
- 
170. Name: Paul Lord (paul\_a\_lord@yahoo.com) on 2018-05-06 13:17:44  
Comments: Ms. Moore has been and should continue to be a valuable and experienced voice on the Planning Commission.
-



171. Name: Travis Mathews (travisdmathews@gmail.com) on 2018-05-06 13:55:18  
Comments:
- 
172. Name: skot kuiper (videoamp@gmail.com) on 2018-05-06 14:01:46  
Comments: Kathryn Moore has proven to be one of the most thoughtful well rounded and engaged public servants for all the citizens of San Francisco to have served on the planning commission. Please, we need her continued insight helping shape the future of San Francisco.
- 
173. Name: Jef Valentine (knavishsprite@yahoo.com) on 2018-05-06 14:12:08  
Comments:
- 
174. Name: Richard Goldman (richard2sf@comcast.net) on 2018-05-06 15:10:05  
Comments:
- 
175. Name: Kleon LeFever (kleon.lefever@gmail.com) on 2018-05-06 15:40:06  
Comments: Please reappoint Kathryn Moore. We need more Commissioners like her!
- 
176. Name: Barbara Blinick (bblinick@sbcglobal.net) on 2018-05-06 16:28:28  
Comments:
- 
177. Name: george Wooding (gswooding@gmail.com) on 2018-05-06 16:32:39  
Comments: She is a wonderful planning commissioner. Excellence should be rewarded. Please reappoint her to the planning commission.
- 
178. Name: Martine y Bermudez (martineb\_99@yahoo.com) on 2018-05-06 18:29:12  
Comments:
- 
179. Name: Isaac Amala (ijamala@gmail.com) on 2018-05-06 20:18:56  
Comments: Commissioner Moore is an important voice on the Planning Commission, whose long term vision and professional history is unmatched and vital to the city.
- 
180. Name: Michael Wolchansky (chansky2001@gmail.com) on 2018-05-06 20:56:03  
Comments:
- 
181. Name: Ananda Hirsch (20180507@rivers.inbox5.com) on 2018-05-07 00:44:54  
Comments:
- 
182. Name: Lisa Spinali (lisa\_spinali@yahoo.com) on 2018-05-07 02:12:52  
Comments:
- 
183. Name: Lisa Brown (lisa@americanchickens.com) on 2018-05-07 03:27:05  
Comments:

- 
184. Name: Anonymous (nhbooks@mindspring.com) on 2018-05-07 14:39:42  
Comments: Very impressed with Moore's grasp of the issues and sense of fairness
- 
185. Name: Aaron Goodman (amgodman@yahoo.com) on 2018-05-07 15:01:14  
Comments: Reappoint Kathrin Moore, we need integrity and equity in planning decisions in SF.
- 
186. Name: sara bahat (fenske@gmail.com) on 2018-05-07 15:23:25  
Comments:
- 
187. Name: Lincoln Lighthill (lincoln@lincolnlighthill.com) on 2018-05-07 15:30:18  
Comments:
- 
188. Name: Conny Ford (connyrford@gmail.com) on 2018-05-07 16:25:51  
Comments: I have been attending Planning Commission meets for several years now. I have always found Kathrin's questions and comments thoughtful, helpful and moving us forward in SF on land use issues. I strongly urge the reappointment of Commissioner Moore.
- 
189. Name: Rafael Mandelman (rafaelmandelman@yahoo.com) on 2018-05-07 16:28:43  
Comments:
- 
190. Name: David Campos (davidcamposesq@yahoo.com) on 2018-05-07 16:59:25  
Comments:
- 
191. Name: Lisa Jaicks (ljaicks@unitehere.org) on 2018-05-07 17:07:58  
Comments:
- 
192. Name: Fernando Marti (el\_compay\_nando@yahoo.com) on 2018-05-07 17:23:31  
Comments: Kathrin Moore brings not only critical knowledge on the design of cities to the Planning Commission, but also a keen understanding of equity issues.
- 
193. Name: John Avalos (johnavalos11@gmail.com) on 2018-05-07 17:24:40  
Comments:
- 
194. Name: Esther Marks (esthermk@pacbell.net) on 2018-05-07 17:41:11  
Comments: An invaluable member of the Planning Commission who is knowledgeable about planning issues and effective representative of intelligent development.
- 
195. Name: Steve Marks (sfmarks@pacbell.net) on 2018-05-07 17:41:44  
Comments:
-

196. Name: Susan Young (suziy22@mac.com) on 2018-05-07 17:49:43  
Comments: Hello,
- Please reappoint Kathrin Moore to the Planning Commission. She stands up against the forces of greed that want to make a quick buck. She maintains an apolitical objective nature both on and off the Commission. Her very presence keeps the bad actors at bay, and encourages the best of urban design and neighborhood livability. This is exactly who we need on the planning commission. I urge you to reappoint Kathrin.
- 
197. Name: Denis Mosgofian (denismosgofian@gmail.com) on 2018-05-07 18:20:46  
Comments:
- 
198. Name: Janice Torelli (janice\_torelli@comcast.net) on 2018-05-07 19:45:20  
Comments:
- 
199. Name: Roland Kniese (rkniese@me.com) on 2018-05-08 02:11:10  
Comments: Having attended Planning Commission meetings, I experienced first hand the value of Kathrin Moore's astute insight's and balanced perspective. Please reappoint Kathrin Moore, her absence would leave the commission at a significant deficit.
- 
200. Name: jan blum (2of3jays@gmail.com) on 2018-05-08 02:35:05  
Comments: This super highly competent and professional woman should definitely be reappointed post haste.
- 
201. Name: Martina Goodman (mrothgoodman@yahoo.com) on 2018-05-08 16:21:14  
Comments:
- 
202. Name: Betty Traynor (btraynor@att.net) on 2018-05-08 20:26:14  
Comments:
- 
203. Name: Tony Robles (tonyrobles1964@hotmail.com) on 2018-05-08 20:35:13  
Comments:
- 
204. Name: Jessie Stanshaw (jessie-stanshaw@comcast.net) on 2018-05-08 22:46:33  
Comments: Please reappoint Kathrin Moore
- 
205. Name: Karen (karenfishkin@yahoo.com) on 2018-05-09 00:10:53  
Comments: We need her thoughtfulness and intelligence to continue on the commission.
- 
206. Name: Garrett Robertson (grobertson86@gmail.com) on 2018-05-09 04:41:47  
Comments:
- 
207. Name: Jennifer creelman (jhcreelman@gmail.com) on 2018-05-09 05:04:26  
Comments: I recently went before this board on a local issue and remember the

thoughtfulness she possessed and articulated

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208. Name: Judith Berkowitz (sfjberk@mac.com) on 2018-05-09 08:03:18  
Comments: Commissioner Moore has been the voice of reason on the Planning Commission.

A balanced Planning Commission is important to the city. Even though the current Commission is weighted to the advantage of developers, it's to everyone's advantage to provide a conversation prior to the final vote on a matter.

Kathrin Moore does exactly that.

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209. Name: Shareen Punian (spunian@aol.com) on 2018-05-09 16:41:44  
Comments:

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210. Name: Katherine Petrin (petrinkatherine@gmail.com) on 2018-05-09 18:13:12  
Comments: Over the years, former Planning Commissioners have mentioned they benefited from Commissioner Moore's academic perspective. She raises the level of dialogue on the Commission. I hope she will be reappointed.

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211. Name: Maryann Dresner (madresner@cs.com) on 2018-05-09 19:02:26  
Comments: Commissioner Moore is thoughtful and attentive. She appears to really care about the effects that particular structures will have on their owners, as well as on the neighborhood surrounding those structures as well as on the city as a whole. I cannot recommend her highly enough

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212. Name: Tomasita Medál (t.medal@sbcglobal.net) on 2018-05-10 00:21:35  
Comments:

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213. Name: JC Wallace (jcw@oryxsf.com) on 2018-05-10 15:40:42  
Comments:

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214. Name: Hiroshi Fukuda (ninersam@aol.com) on 2018-05-10 15:49:44  
Comments: Commissioner Moore was been an outstanding Commissioner for over 12 years. She is extremely knowledgeable, fair and provides insights and expertise that no other Commissioner can provide.

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215. Name: Roma Guy (romaguy@sbcglobal.net) on 2018-05-10 15:50:07  
Comments: Ms Moore has been a highly skilled and compassionate Commission and truly deserves reappointment.

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216. Name: sebra leaves (sebraleaves@gmail.com) on 2018-05-10 16:32:19  
Comments: Please reappoint Kathrin Moore to hte Planning Commission. Her expertise is

needed.

- 
217. Name: Jim warshell (jimwarshell@yahoo.com) on 2018-05-10 16:47:01  
Comments:
- 
218. Name: Frank Cannata (frankcannata@sbcglobal.net) on 2018-05-10 16:51:02  
Comments:
- 
219. Name: Charles Head (charlesnhead@hotmail.com) on 2018-05-10 16:56:30  
Comments:
- 
220. Name: Dennis Antenore (antenored@earthlink.net) on 2018-05-10 17:30:45  
Comments:
- 
221. Name: Terry McGuire (tj.mcguire@yahoo.com) on 2018-05-10 17:34:39  
Comments: She is the best. Please reappoint her.
- 
222. Name: susan phelan (sephelanrn@gmail.com) on 2018-05-10 17:50:04  
Comments:
- 
223. Name: Arun (arun@urbdesign.net) on 2018-05-10 17:56:06  
Comments: Kathrin brings an extraordinary skill set and perspective to this important civic role. San Francisco is fortunate to have such a dedicated expert in urban development and design who places public interest above all else.
- 
224. Name: Mary Harris (MaryHarris\_dist11@msn.com) on 2018-05-10 17:56:47  
Comments:
- 
225. Name: Andrew Melomet (Amelomet@aol.com) on 2018-05-10 18:31:16  
Comments: San Francisco resident on Cayuga Avenue.
- 
226. Name: LeeRobbins (LeeRobbins@post.Harvard.edu) on 2018-05-10 18:58:19  
Comments:
- 
227. Name: Chris Schulman (chris.schulman@gmail.com) on 2018-05-10 19:46:44  
Comments:
- 
228. Name: Sharon Steuer (ss@ssteuer.com) on 2018-05-10 20:05:04  
Comments: Our city is being destroyed by bad mta decisions!
- 
229. Name: Michael Willis (mwillis1951@gmail.com) on 2018-05-10 20:38:03  
Comments: The city is growing at a rapid pace. The Commission needs Kathrin who

understands the implications of large scale, and neighborhood scale interventions. As an urban architect, I appreciate her sound decisions and courage. Keep the Planning Commission moving forward. Reappoint Kathrin.

- 
230. Name: stephanie de maria (demariastef@sbcglobal.net) on 2018-05-10 21:28:01  
Comments: Please reappoint Kathryn Moore to the planning commission.
- 
231. Name: Leslie Arnold (lesliarnoldsf@mac.com) on 2018-05-10 22:44:53  
Comments: I am an architect working in San Francisco and I am grateful to have Kathrin Moore on the Planning Commission. She understands architectural design and delves deeply into projects brought before the Planning Commission. She is dedicated and provides a professional perspective to projects. I strongly urge you to reappoint Kathrin Moore.
- 
232. Name: Nicole Jacobson (nicole.jacobson@sbcglobal.net) on 2018-05-11 00:48:23  
Comments:
- 
233. Name: Jeanine Fitschen (jcfitschen@att.net) on 2018-05-11 01:33:31  
Comments:
- 
234. Name: Jeanine Fitschen (jcfitschen@att.net) on 2018-05-11 01:33:32  
Comments:
- 
235. Name: Jamey Frank (jameyfrank@me.com) on 2018-05-11 03:33:47  
Comments:
- 
236. Name: Sarah Borruso (sborruso@gmail.com) on 2018-05-11 04:31:24  
Comments:
- 
237. Name: Howard WongA (wongaia@aol.com) on 2018-05-11 06:40:13  
Comments: A rather unique Planning Commissioner with in-depth experience in architecture, planning and urban design. Makes projects better overall.
- 
238. Name: Judith Hoyem (jhoyem@sbcglobal.net) on 2018-05-11 07:18:14  
Comments: Kathrin Moore is an invaluable member of the Planning Commission. She is eminently knowledgeable, insightful, and fair. Please reappoint her for another term. All stakeholders will benefit and the City will continue to be the greatest beneficiary of her expertise.
- 
239. Name: Sylvia Stevens (sylviaevens0@gmail.com) on 2018-05-11 14:02:16  
Comments: Keeping developers in check is paramount.
- 
240. Name: ilan kinori (ilanku@comcast.net) on 2018-05-11 14:24:38  
Comments:



- 
241. Name: karen breslin (kbsmail@sbcglobal.net) on 2018-05-11 15:27:45  
Comments:
- 
242. Name: Robert E David (rdavidgoldengate@mac.com) on 2018-05-11 15:37:41  
Comments: Golden Gate Valley Neighborhood Association
- 
243. Name: PAULETTE JONAS (paulettejonas@gmail.com) on 2018-05-11 21:29:43  
Comments:
- 
244. Name: Stephen Williams (steveuw2619@comcast.net) on 2018-05-11 22:03:22  
Comments: Maybe the very best Commissioner we have. Fair and listens to all sides. should be reappointed.
- 
245. Name: I yaco (harriss.rose@att.net) on 2018-05-12 01:10:29  
Comments:
- 
246. Name: Debra Walker (dw@debrawalker.com) on 2018-05-12 15:20:17  
Comments: Kathrin Moore is one of the most conscientious planning commissioners we have. She has detailed knowledge of our city's zoning and history and her decisions reflect her experience. We need her on the commission to maintain a measured, even hand as we grow for San Francisco's future.
- 
247. Name: Jennifer Clary (jenclary@sbcglobal.net) on 2018-05-13 00:07:46  
Comments: I strongly support Kathrin Moore's reappointment. In addition to her professional qualifications, she is the only commissioner who consistently responds to the questions and concerns if the public.
- 
248. Name: Cynthia M Montes (montescynthia@yahoo.com) on 2018-05-13 00:19:41  
Comments:
- 
249. Name: Paul Knowles (pablokimon@gmail.com) on 2018-05-13 04:13:29  
Comments:
- 
250. Name: Pierre Gasztowtt (pierregwt@gmail.com) on 2018-05-13 04:56:59  
Comments:
- 
251. Name: Jean Pinto (jpinto@launchnet.com) on 2018-05-13 11:39:47  
Comments: She does a great service for the community and is the only architect on the board
- 
252. Name: Daniela Kirshenbaum (kbaum88@outlook.com) on 2018-05-14 04:08:51  
Comments: Thank you for considering this!

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This petition has collected  
107 signatures  
using the online tools at [ipetitions.com](https://www.ipetitions.com)

Printed on 2018-05-14

# Please Reappoint Planning Commissioner Dennis Richards

## About this petition

Through his service as Planning Commissioner, Dennis Richards has a proven record of supporting our City and its neighborhoods. He has a well-earned reputation for his balanced and unbiased approach to planning and community development. He is uniquely qualified, having an extensive background in community service and within City government, one prime example being his contributions to and participation in the development of the "Market-Octavia" area plan.

Most importantly, his dedication to the betterment of our neighborhoods and our City is unmatched. He has brought extensive experience and balance to the Commission, and the City would be well-served by his reappointment. As his term will expire on June 30th, we strongly urge you to reappoint Dennis Richards to the Planning Commission.

## Signatures

1. Name: Yuezhi Zhao (njstec@yahoo.com) on 2018-04-30 20:23:06  
Comments: Reappoint Dennis Richards

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2. Name: Ozzie Rohm (ozzierohm@sbcglobal.net) on 2018-05-02 16:38:22  
Comments: Commissioner Richards has been a community-minded and dedicated public servant. Please reappoint him to the Planning Commission.

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3. Name: Anne Boswell Bertrand (annebos@aol.com) on 2018-05-02 16:47:56  
Comments:

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4. Name: Ashish Mahadwar (ashishmahadwar@gmail.com) on 2018-05-02 16:58:29  
Comments: I support re-appointment of Dennis

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5. Name: Mauricio Franco (maurice1950@comcast.net) on 2018-05-02 16:58:49  
Comments:

---
6. Name: dana mullaney (danakmullaney@comcast.net) on 2018-05-02 17:12:01  
Comments: Commissioner Richards was instrumental in keeping long term tenants from being evicted in our building.

---
7. Name: David Serrano (davidherrano@aol.com) on 2018-05-02 18:43:24  
Comments: I'm a San Francisco senior citizen who has lived in the same apartment for the past 37 years. Four years ago, my building was purchased by a realtor with grandiose remodeling plans that would've required my displacement for an extended period of time, a hardship I was not prepared to endure. Thanks to the SF Tenants Union, me and my fellow building tenants (another senior as well as a family of 4 were able to appeal the plans with the Planning Commission. I thank Dennis Richards for listening to our pleas and voting down the unnecessary construction work and saving our homes. I would like to ask you to re-appoint Dennis Richards to the Planning Commission. Thank you.

---
8. Name: James D B Parke (jdbparke@gmail.com) on 2018-05-02 22:21:39  
Comments: A commissioner of unparalleled integrity, intelligence and commitment to our City

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9. Name: Stephanie Peek (stephaniepeek1@gmail.com) on 2018-05-02 22:44:11  
Comments:

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10. Name: Lorraine Petty (lgpetty@juno.com) on 2018-05-03 00:40:19  
Comments:

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11. Name: Katherine Howard (kathyhoward@earthlink.net) on 2018-05-03 00:40:22  
Comments: Commissioner Richards' energy and thoroughness in addressing planning

issues are impressive. He adds a new vitality to the Planning Commission that is welcome to many of us who have attended various meetings over the years. Please retain him on the Planning Commission.

- 
12. Name: Joseph Smooke (josephsmooke@gmail.com) on 2018-05-03 05:23:01  
Comments: Commissioner Richards' level of dedication to his role is truly exemplary. We might not always agree, but I appreciate and respect both his commitment to the issues and his willingness to listen and pay attention to all sides of an issue. In the end, Commissioner Richards puts people first which is so rare for anyone who has a prominent role in City Hall. With appreciation and respect I urge you to reappoint Commissioner Richards so he can continue his service to all of San Francisco's communities.
- 
13. Name: Lynn Rosenzweig (rosenzweig.lynn@gmail.com) on 2018-05-03 06:37:18  
Comments:
- 
14. Name: Jane Oyugi (janeoyugi@gmail.com) on 2018-05-03 07:23:48  
Comments:
- 
15. Name: Lori Brooke (lorimbroke@gmail.com) on 2018-05-03 14:25:41  
Comments:
- 
16. Name: David Pennebaker (davepsf@yahoo.com) on 2018-05-03 15:23:40  
Comments:
- 
17. Name: Christopher Hall (chhall@pacbell.net) on 2018-05-03 16:54:16  
Comments:
- 
18. Name: Karl LEICHUM (leichum@earthlink.net) on 2018-05-03 17:18:27  
Comments: I support reappointment of Dennis Richards
- 
19. Name: Lisa Baker (lisapryor@aol.com) on 2018-05-03 18:16:09  
Comments: Dennis Richards has an indepth knowledge of the city, his neighborhood, and the concerns of SF residents. Please reappointment him as Planning Commissioner
- 
20. Name: Richard Kay (r-k@prodigy.net) on 2018-05-03 19:06:33  
Comments: Please reappoint Commisioner Richards
- 
21. Name: Karen Fishkin (karenfishkin@yahoo.com) on 2018-05-03 19:15:56  
Comments: He is thoughtful and fair, and deserves another term. Please reappoint.
- 
22. Name: Bruce Bowen (bruce.r.bowen@gmail.com) on 2018-05-03 19:36:08  
Comments: Commissioner Richards brings to the Commission the ability to listen to all sides of an issue and make decisions that are fair and unbiased. We need his voice, his



energy and his dedication on the Commission, for the benefit of all San Franciscans.

- 
23. Name: david and Jan Hartsough (davidhartsough@igc.org) on 2018-05-03 19:36:18  
Comments:
- 
24. Name: Liz Moreno (elizabethmorenoesq@gmail.com) on 2018-05-03 19:58:10  
Comments:
- 
25. Name: Melissa Kenady (melissakenady@gmail.com) on 2018-05-03 20:21:39  
Comments: I stribgkt
- 
26. Name: Melissa Kenady (melissakenady@gmail.com) on 2018-05-03 20:35:36  
Comments: I support the reappointment of Planning Commissioner Dennis Richards. He has consistently been available to our neighborhood inquiries and has personally visited sites so he could have a first hand look at our concerns. Such dedication demonstrates a high level of commitment and professionalism.
- 
27. Name: Sandra Dratler (sandradratler@gmail.com) on 2018-05-03 21:05:09  
Comments:
- 
28. Name: Larry Madsen (4ezlars@gmail.com) on 2018-05-03 21:05:25  
Comments: We need to continue Commissioner Richards strong support of regional and neighborhood issues.
- 
29. Name: Jerry Dratler (Dratler@sonic.net) on 2018-05-03 21:31:53  
Comments: We need commissioner Richard's voice on the Planning Commission.
- 
30. Name: Bruce Aust (bruce.aust@gmail.com) on 2018-05-03 22:13:33  
Comments:
- 
31. Name: Peter Papadopoulos (ppapadopoulos@medasf.org) on 2018-05-03 22:44:20  
Comments:
- 
32. Name: Peter Papadopoulos (ppapadopoulos@medasf.org) on 2018-05-03 22:44:38  
Comments:
- 
33. Name: Marcia Weisbrot (weisbrot99@gmail.com) on 2018-05-03 22:57:51  
Comments:
- 
34. Name: Rod Wessel (rodwessel@gmail.com) on 2018-05-03 23:04:20  
Comments:
-

35. Name: Carlos Bocanegra (cebocanegra@usfca.edu) on 2018-05-03 23:07:18  
Comments:
- 
36. Name: Carolyn Kenady (ckenady@sbcglobal.net) on 2018-05-03 23:09:50  
Comments: Please reappoint Cmr. Richards. He consistently seeks to understand all POV and to be thorough and fair in making key decisions that affect San Francisco for generations to come.
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37. Name: Rick Hall (rclistad@gmail.com) on 2018-05-03 23:15:22  
Comments: Dennis Richards is a thoughtful and balanced commissioner. He is intelligent and well-read. He often brings relative articles and data to the attention of the Commission. He studies the projects in depth and adds much to the deliberations and decisions. Please reappoint Commissioner Richards
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38. Name: Fernando Marti (el\_compay\_nando@yahoo.com) on 2018-05-03 23:37:48  
Comments: A thoughtful, knowledgeable Commissioner.
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39. Name: Sam Fleischmann (sam\_fleischmann@yahoo.com) on 2018-05-03 23:49:51  
Comments: Dennis Richards is the BEST Planning Commissioner that I have ever seen. He cares about the community and the housing stock. He attends community meetings, tours properties and offers candid assessments. Please re-appoint Dennis. He's a very talented and effective Commissioner. The City needs him.
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42. Name: helen uhrig (huhrig@sbcglobal.net) on 2018-05-03 23:54:13  
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43. Name: David P Bancroft (dbancroft@sideman.com) on 2018-05-04 00:16:56  
Comments: He is very bright, knowledgeable, imaginative, diligent and honest, and his record as a commissioner is most distinguished.  
What more could any ask for?
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44. Name: Alison Heath (alisonheath@sbcglobal.net) on 2018-05-04 00:36:29  
Comments: Dennis Richards is the most accessible Commissioner I have ever met. He

takes the time to learn everything he can about a project or issue, from all perspectives. His insights and vision are invaluable. I urge you to reappoint him.

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45. Name: Dennis Sullivan (dennis@dennisqsullivan.com) on 2018-05-04 00:53:54  
Comments: Please reappoint.
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46. Name: Larisa Pedroncelli (factory1@mac.com) on 2018-05-04 01:41:13  
Comments: Dennis Richards is an asset to the Commission for his knowledge, dedication and community involvement. Please re-appoint him.
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Comments: Dennis shows great fairness in his approach as a commissioner.

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Comments:
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58. Name: norma ruiz (galvez.415@gmail.com) on 2018-05-04 19:17:29  
Comments:
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59. Name: Gary Weiss (garysfx@gmail.com) on 2018-05-05 03:17:10  
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62. Name: anastasia yovanopoulos (shashacooks@yahoo.com) on 2018-05-05 21:39:42  
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Comments: We need him.
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Comments: Commissioner Richards is a neighborhood advocate and needs to be reappointed.
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74. Name: Hiroshi Fukuda (ninersam@aol.com) on 2018-05-10 16:01:32  
Comments: Commissioner Richards deserves to be reappointed to the Planning Commission. His background in the neighborhoods, community, and government provides an unique insight to the Planning Commission.
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Comments: Richards is the kind of level headed, informed decision maker the Planning Comm needs !
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76. Name: sebra leaves (sebraleaves@gmail.com) on 2018-05-10 16:33:58  
Comments: Please reappoint Commissioner Richard to the Planning Commission. We need people with his dedication on the Commission.
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77. Name: Jim warshell (jimwarshell@yahoo.com) on 2018-05-10 16:48:07  
Comments:
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78. Name: Frank Cannata (frankcannata@sbcglobal.net) on 2018-05-10 16:51:43  
Comments:
- 
79. Name: Charles Head (charlesnhead@hotmail.com) on 2018-05-10 16:57:11  
Comments:
- 
80. Name: Dennis Antenore (antenored@earthlink.net) on 2018-05-10 17:31:34  
Comments:
- 
81. Name: Terry McGuire (tj.mcguire@yahoo.com) on 2018-05-10 17:36:04  
Comments:

- 
82. Name: Mary Harris (MaryHarris\_dist11@msn.com) on 2018-05-10 17:57:58  
Comments:
- 
83. Name: Andrew Melomet (Amelomet@aol.com) on 2018-05-10 18:31:51  
Comments: San Francisco resident on Cayuga Avenue.
- 
84. Name: LeeRobbins (LeeRobbins@post.Harvard.edu) on 2018-05-10 18:59:11  
Comments:
- 
85. Name: Chris Schulman (chris.schulman@gmail.com) on 2018-05-10 19:47:05  
Comments:
- 
86. Name: Jean Barish (jeanbbarish@hotmail.com) on 2018-05-10 20:44:06  
Comments:
- 
87. Name: Sylvia Stevens (sylviasf2356@gmail.com) on 2018-05-11 00:26:50  
Comments: I am in support of reappointing Dennis Richards.
- 
88. Name: Nicole Jacobson (nicole.jacobson@sbcglobal.net) on 2018-05-11 00:48:38  
Comments:
- 
89. Name: Jeanine Fitschen (jcfitschen@att.net) on 2018-05-11 01:37:54  
Comments:
- 
90. Name: Jeanine Fitschen (jcfitschen@att.net) on 2018-05-11 01:37:54  
Comments:
- 
91. Name: Helga Bharr (bar4mail@yahoo.com) on 2018-05-11 01:59:01  
Comments:
- 
92. Name: Sylvia Stevens (sylviasf2356@gmail.com) on 2018-05-11 03:28:08  
Comments: I support his efforts.
- 
93. Name: Jamey Frank (jameyfrank@me.com) on 2018-05-11 03:34:02  
Comments:
- 
94. Name: Chris Parkes (robotrobinson@hotmail.com) on 2018-05-11 05:20:12  
Comments: Please Reappoint Planning Commissioner Dennis Richards.  
We need him!
- 
95. Name: Howard Wong (wongaia@aol.com) on 2018-05-11 06:42:49



Comments: Tremendous growth over the years as Commissioner, with a broad perspective. Will only get better with age.

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96. Name: Judith Hoyem (jhoyem@sbcglobal.net) on 2018-05-11 07:26:12  
Comments: Dennis Richards has a long history of contributions to the betterment of the City. Please reappoint him to the Planning Commision. His leadership is very much needed.

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97. Name: ilan kinori (ilanku@comcast.net) on 2018-05-11 14:25:07  
Comments:

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98. Name: karen breslin (kbsmail@sbcglobal.net) on 2018-05-11 15:28:46  
Comments:

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99. Name: Theodore Rohm (trohm2010@gmail.com) on 2018-05-11 20:57:26  
Comments: Please reappoint Commissioner Richards who is very well informed, intelligent, and fair-minded to the Planning Commission.

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100. Name: PAULETTE JONAS (paulettejonas@gmail.com) on 2018-05-11 21:31:05  
Comments:

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101. Name: Stephen Williams (steveuw2619@comcast.net) on 2018-05-11 22:02:17  
Comments: A fair and unbiased approach to planning. Should be reappointed.

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102. Name: I yaco (harriss.rose@att.net) on 2018-05-12 01:10:48  
Comments:

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103. Name: Rafael Mandelman (rafaelmandelman@yahoo.com) on 2018-05-12 15:19:09  
Comments:

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104. Name: Pierre Gasztowtt (pierregwt@gmail.com) on 2018-05-13 04:57:56  
Comments:

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105. Name: Jean Pinto (jpinto@launchnet.com) on 2018-05-13 11:40:31  
Comments:

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106. Name: Stan Hayes (stanhayes1967@gmail.com) on 2018-05-13 20:35:16  
Comments: Please reappoint Commissioner Dennis Richards. His experience and breadth of background are invaluable assets to San Francisco.

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107. Name: Daniela Kirshenbaum (kbaum88@outlook.com) on 2018-05-14 04:09:23  
Comments: So glad you will consider this!

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This petition has collected  
107 signatures  
using the online tools at [ipetitions.com](http://ipetitions.com)

Printed on 2018-05-14

# Please Reappoint Planning Commissioner Dennis Richards

## About this petition

Through his service as Planning Commissioner, Dennis Richards has a proven record of supporting our City and its neighborhoods. He has a well-earned reputation for his balanced and unbiased approach to planning and community development. He is uniquely qualified, having an extensive background in community service and within City government, one prime example being his contributions to and participation in the development of the "Market-Octavia" area plan.

Most importantly, his dedication to the betterment of our neighborhoods and our City is unmatched. He has brought extensive experience and balance to the Commission, and the City would be well-served by his reappointment. As his term will expire on June 30th, we strongly urge you to reappoint Dennis Richards to the Planning Commission.

## Signatures

1. Name: Yuezhi Zhao (njstec@yahoo.com) on 2018-04-30 20:23:06  
Comments: Reappoint Dennis Richards

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2. Name: Ozzie Rohm (ozzierohm@sbcglobal.net) on 2018-05-02 16:38:22  
Comments: Commissioner Richards has been a community-minded and dedicated public servant. Please reappoint him to the Planning Commission.

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3. Name: Anne Boswell Bertrand (annebos@aol.com) on 2018-05-02 16:47:56  
Comments:

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4. Name: Ashish Mahadwar (ashishmahadwar@gmail.com) on 2018-05-02 16:58:29  
Comments: I support re-appointment of Dennis

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5. Name: Mauricio Franco (maurice1950@comcast.net) on 2018-05-02 16:58:49  
Comments:

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6. Name: dana mullaney (danakmullaney@comcast.net) on 2018-05-02 17:12:01  
Comments: Commissioner Richards was instrumental in keeping long term tenants from being evicted in our building.

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7. Name: David Serrano (davidherrano@aol.com) on 2018-05-02 18:43:24  
Comments: I'm a San Francisco senior citizen who has lived in the same apartment for the past 37 years. Four years ago, my building was purchased by a realtor with grandiose remodeling plans that would've required my displacement for an extended period of time, a hardship I was not prepared to endure. Thanks to the SF Tenants Union, me and my fellow building tenants (another senior as well as a family of 4 were able to appeal the plans with the Planning Commission. I thank Dennis Richards for listening to our pleas and voting down the unnecessary construction work and saving our homes. I would like to ask you to re-appoint Dennis Richards to the Planning Commission. Thank you.

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8. Name: James D B Parke (jdbparke@gmail.com) on 2018-05-02 22:21:39  
Comments: A commissioner of unparalleled integrity, intelligence and commitment to our City

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9. Name: Stephanie Peek (stephaniepeek1@gmail.com) on 2018-05-02 22:44:11  
Comments:

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10. Name: Lorraine Petty (lgpetty@juno.com) on 2018-05-03 00:40:19  
Comments:

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11. Name: Katherine Howard (kathyhoward@earthlink.net) on 2018-05-03 00:40:22  
Comments: Commissioner Richards' energy and thoroughness in addressing planning

issues are impressive. He adds a new vitality to the Planning Commission that is welcome to many of us who have attended various meetings over the years. Please retain him on the Planning Commission.

- 
12. Name: Joseph Smooke (josephsmooke@gmail.com) on 2018-05-03 05:23:01  
Comments: Commissioner Richards' level of dedication to his role is truly exemplary. We might not always agree, but I appreciate and respect both his commitment to the issues and his willingness to listen and pay attention to all sides of an issue. In the end, Commissioner Richards puts people first which is so rare for anyone who has a prominent role in City Hall. With appreciation and respect I urge you to reappoint Commissioner Richards so he can continue his service to all of San Francisco's communities.
- 
13. Name: Lynn Rosenzweig (rosenzweig.lynn@gmail.com) on 2018-05-03 06:37:18  
Comments:
- 
14. Name: Jane Oyugi (janeoyugi@gmail.com) on 2018-05-03 07:23:48  
Comments:
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15. Name: Lori Brooke (lorimbroke@gmail.com) on 2018-05-03 14:25:41  
Comments:
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16. Name: David Pennebaker (davepsf@yahoo.com) on 2018-05-03 15:23:40  
Comments:
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17. Name: Christopher Hall (chhall@pacbell.net) on 2018-05-03 16:54:16  
Comments:
- 
18. Name: Karl LEICHUM (leichum@earthlink.net) on 2018-05-03 17:18:27  
Comments: I support reappointment of Dennis Richards
- 
19. Name: Lisa Baker (lisapryor@aol.com) on 2018-05-03 18:16:09  
Comments: Dennis Richards has an indepth knowledge of the city, his neighborhood, and the concerns of SF residents. Please reappointment him as Planning Commissioner
- 
20. Name: Richard Kay (r-k@prodigy.net) on 2018-05-03 19:06:33  
Comments: Please reappoint Commisioner Richards
- 
21. Name: Karen Fishkin (karenfishkin@yahoo.com) on 2018-05-03 19:15:56  
Comments: He is thoughtful and fair, and deserves another term. Please reappoint.
- 
22. Name: Bruce Bowen (bruce.r.bowen@gmail.com) on 2018-05-03 19:36:08  
Comments: Commissioner Richards brings to the Commission the ability to listen to all sides of an issue and make decisions that are fair and unbiased. We need his voice, his

energy and his dedication on the Commission, for the benefit of all San Franciscans.

- 
23. Name: david and Jan Hartsough (davidhartsough@igc.org) on 2018-05-03 19:36:18  
Comments:
- 
24. Name: Liz Moreno (elizabethmorenoesq@gmail.com) on 2018-05-03 19:58:10  
Comments:
- 
25. Name: Melissa Kenady (melissakenady@gmail.com) on 2018-05-03 20:21:39  
Comments: I sribgkt
- 
26. Name: Melissa Kenady (melissakenady@gmail.com) on 2018-05-03 20:35:36  
Comments: I support the reappointment of Planning Commissioner Dennis Richards. He has consistently been available to our neighborhood inquiries and has personally visited sites so he could have a first hand look at our concerns. Such dedication demonstrates a high level of commitment and professionalism.
- 
27. Name: Sandra Dratler (sandradratler@gmail.com) on 2018-05-03 21:05:09  
Comments:
- 
28. Name: Larry Madsen (4ezlars@gmail.com) on 2018-05-03 21:05:25  
Comments: We need to continue Commissioner Richards strong support of regional and neighborhood issues.
- 
29. Name: Jerry Dratler (Dratler@sonic.net) on 2018-05-03 21:31:53  
Comments: We need commissioner Richard's voice on the Planning Commission.
- 
30. Name: Bruce Aust (bruce.aust@gmail.com) on 2018-05-03 22:13:33  
Comments:
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31. Name: Peter Papadopoulos (ppapadopoulos@medasf.org) on 2018-05-03 22:44:20  
Comments:
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32. Name: Peter Papadopoulos (ppapadopoulos@medasf.org) on 2018-05-03 22:44:38  
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33. Name: Marcia Weisbrot (weisbrot99@gmail.com) on 2018-05-03 22:57:51  
Comments:
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34. Name: Rod Wessel (rodwessel@gmail.com) on 2018-05-03 23:04:20  
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Comments:
- 
78. Name: Frank Cannata (frankcannata@sbcglobal.net) on 2018-05-10 16:51:43  
Comments:
- 
79. Name: Charles Head (charlesnhead@hotmail.com) on 2018-05-10 16:57:11  
Comments:
- 
80. Name: Dennis Antenore (antenored@earthlink.net) on 2018-05-10 17:31:34  
Comments:
- 
81. Name: Terry McGuire (tj.mcguire@yahoo.com) on 2018-05-10 17:36:04  
Comments:

- 
82. Name: Mary Harris (MaryHarris\_dist11@msn.com) on 2018-05-10 17:57:58  
Comments:
- 
83. Name: Andrew Melomet (Amelomet@aol.com) on 2018-05-10 18:31:51  
Comments: San Francisco resident on Cayuga Avenue.
- 
84. Name: LeeRobbins (LeeRobbins@post.Harvard.edu) on 2018-05-10 18:59:11  
Comments:
- 
85. Name: Chris Schulman (chris.schulman@gmail.com) on 2018-05-10 19:47:05  
Comments:
- 
86. Name: Jean Barish (jeanbbarish@hotmail.com) on 2018-05-10 20:44:06  
Comments:
- 
87. Name: Sylvia Stevens (sylviasf2356@gmail.com) on 2018-05-11 00:26:50  
Comments: I am in support of reappointing Dennis Richards.
- 
88. Name: Nicole Jacobson (nicole.jacobson@sbcglobal.net) on 2018-05-11 00:48:38  
Comments:
- 
89. Name: Jeanine Fitschen (jcfitschen@att.net) on 2018-05-11 01:37:54  
Comments:
- 
90. Name: Jeanine Fitschen (jcfitschen@att.net) on 2018-05-11 01:37:54  
Comments:
- 
91. Name: Helga Bharr (bar4mail@yahoo.com) on 2018-05-11 01:59:01  
Comments:
- 
92. Name: Sylvia Stevens (sylviasf2356@gmail.com) on 2018-05-11 03:28:08  
Comments: I support his efforts.
- 
93. Name: Jamey Frank (jameyfrank@me.com) on 2018-05-11 03:34:02  
Comments:
- 
94. Name: Chris Parkes (robotrobinson@hotmail.com) on 2018-05-11 05:20:12  
Comments: Please Reappoint Planning Commissioner Dennis Richards.  
We need him!
- 
95. Name: Howard Wong (wongaia@aol.com) on 2018-05-11 06:42:49

Comments: Tremendous growth over the years as Commissioner, with a broad perspective. Will only get better with age.

---

96. Name: Judith Hoyem (jhoyem@sbcglobal.net) on 2018-05-11 07:26:12  
Comments: Dennis Richards has a long history of contributions to the betterment of the City. Please reappoint him to the Planning Commission. His leadership is very much needed.

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97. Name: ilan kinori (ilanku@comcast.net) on 2018-05-11 14:25:07  
Comments:

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98. Name: karen breslin (kbsmail@sbcglobal.net) on 2018-05-11 15:28:46  
Comments:

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99. Name: Theodore Rohm (trohm2010@gmail.com) on 2018-05-11 20:57:26  
Comments: Please reappoint Commissioner Richards who is very well informed, intelligent, and fair-minded to the Planning Commission.

---

100. Name: PAULETTE JONAS (paulettejonas@gmail.com) on 2018-05-11 21:31:05  
Comments:

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101. Name: Stephen Williams (steve2619@comcast.net) on 2018-05-11 22:02:17  
Comments: A fair and unbiased approach to planning. Should be reappointed.

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102. Name: I yaco (harriss.rose@att.net) on 2018-05-12 01:10:48  
Comments:

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103. Name: Rafael Mandelman (rafaelmandelman@yahoo.com) on 2018-05-12 15:19:09  
Comments:

---

104. Name: Pierre Gasztowtt (pierregwt@gmail.com) on 2018-05-13 04:57:56  
Comments:

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105. Name: Jean Pinto (jpinto@launchnet.com) on 2018-05-13 11:40:31  
Comments:

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106. Name: Stan Hayes (stanhayes1967@gmail.com) on 2018-05-13 20:35:16  
Comments: Please reappoint Commissioner Dennis Richards. His experience and breadth of background are invaluable assets to San Francisco.

---

107. Name: Daniela Kirshenbaum (kbaum88@outlook.com) on 2018-05-14 04:09:23  
Comments: So glad you will consider this!

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**From:** M Mondejar  
**To:** Ronen, Hillary; Sheehy, Jeff (BOS); Safal, Ahsha (BOS); Cohen, Malla (BOS); Yee, Norman (BOS); Kim, Jane (BOS); BreedStaff (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); BOS Legislation (BOS)  
**Cc:** Beinart, Amy (BOS); Goossen, Carolyn (BOS); Morales, Carolina (BOS)  
**Subject:** Please Save Filipino-owned SBE business Señor Sisig in the Mission - 701 Valencia  
**Date:** Tuesday, May 15, 2018 2:12:46 PM

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Dear Supervisors -

I am writing to express my support for Señor Sisig, a Filipino Food Truck Business.

Appeal (file. no 180401) is to reverse the removal of a NO FOOD condition that the Planning Commission applied to the approved conditional use permit at 701 Valencia Street on March 15th, 2018.

Señor Sisig has been operating since December 2016 at 701 Valencia Street (vacant lot) as part of the Conditional Use Application that allows food trucks to operate in vacant lots thereby creating a community space.

Señor Sisig is a vital part of the identity of Filipino culture and cuisine in San Francisco. Señor Sisig is the only Filipino business on Valencia Street and it is important that Filipinos have a culinary presence at one of the most diverse corridors in the City of San Francisco. There are 36,347 Filipinos in San Francisco or 4.51% of the City's total population. Over 4,000 Filipinos live in the Mission.

Please vote to **SAVE** this minority small business for the Mission District, the Filipino community and **PROTECT** the jobs of the employees of Señor Sisig.

Mabuhay and kind regards!

M

=====

Marily Mondejar  
CEO & Founder | Filipina Women's Network  
Chair & Commissioner | Commission on Community Investment and Infrastructure  
Successor Agency to the San Francisco Redevelopment Commission  
President | San Francisco Filipino Cultural Center @ [www.filipinoculturalcentersf.org](http://www.filipinoculturalcentersf.org)

Filipina Women's Network  
PO Box 192143 | San Francisco CA 94119  
582 Market Street Suite 1004 | San Francisco CA 94104  
Phone 415.935.4FWN [4396] | Mobile 1.415.350.1366 | Viber 1.415.610.6637

[www.FilipinaWomensNetwork.org](http://www.FilipinaWomensNetwork.org)

A Filipina woman leader in every sector of the economy

@FilipinaWomen

Facebook.com/FilipinaWomensNetwork

**From:** Tom Radulovich  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403) - support for appeal.  
**Date:** Tuesday, May 15, 2018 12:06:17 PM

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Dear Supervisor Ronen and members of the Board of Supervisors,

On behalf of Livable City, we strongly support Ryan Motzek/Pristine Parking's conditional use appeal, which would allow mobile food facilities on the parking lot at 701 Valencia Street.

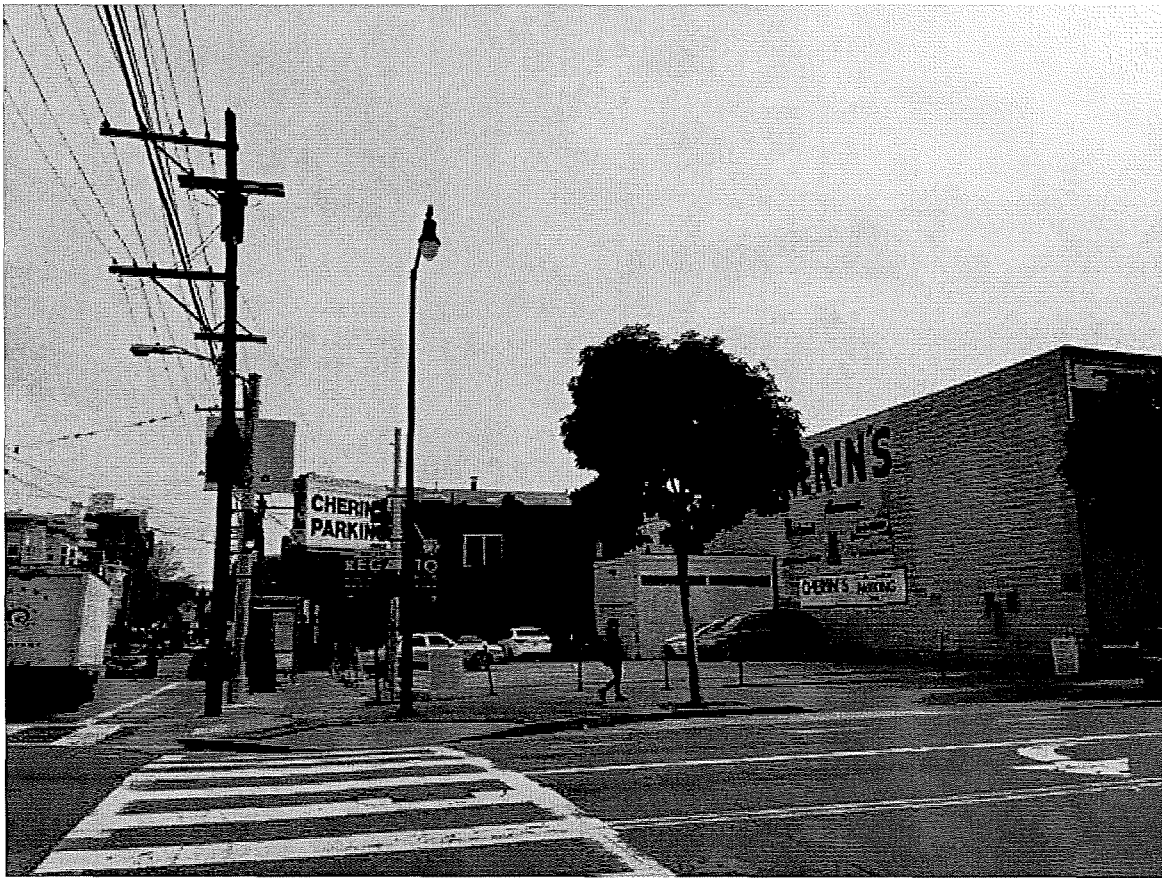
We supported Mr. Motzek's original proposal for mobile food at 701 Valencia, for a few reasons - it would activate a rather dreary stretch of Valencia street with appealing and pedestrian-friendly uses, provide additional landscaping, cleaning, nighttime lighting, security, and graffiti removal, and provide a spot where small and locally-owned food businesses without great gobs of capital can get a start on Valencia Street. We were impressed with the extent of Mr. Motzek's outreach, and the thoughtful response to legitimate concerns from neighboring businesses and residents, and his plan to maximize opportunities for small, unique, and locally-owned food businesses. We were disappointed that the Planning Commission, contrary to its own policies and to good sense, approved a parking lot use but disallowed mobile food and seating.

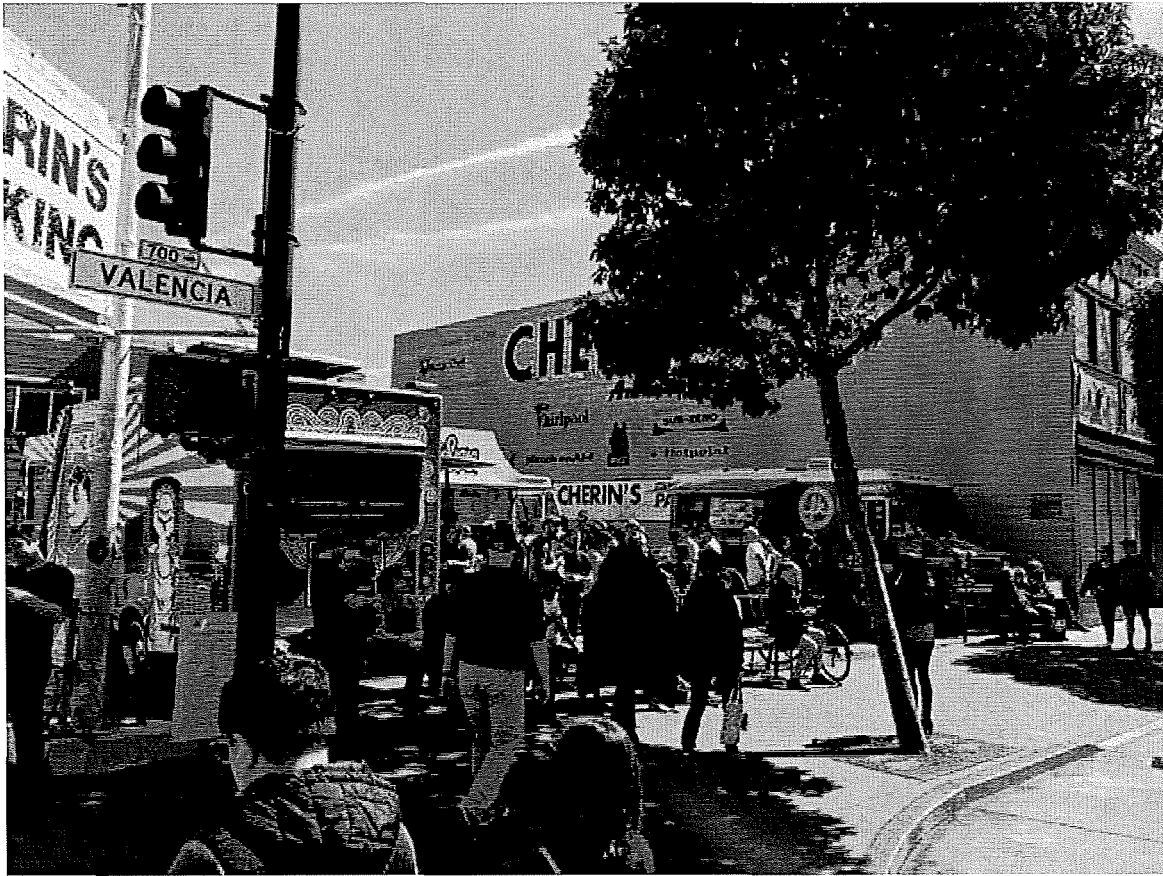
We understand that Mr. Motzek has further scaled back the proposal to include one or two food trucks, one of which is Señor Sisig, a unique Filipino food business on Valencia that us locals have come to really enjoy. As the ED of Livable City and a nearby resident, I am confident that the revised project will be a positive addition to Valencia Street, and urge you to give it your full support.

Attached are two photos, taken a few days apart. One shows the general sad state of the parking lot, while the other shows how the space is positively transformed by the addition of food trucks – adults, children, and pets enjoying good food, sunshine and fresh air, a place to sit, the company of friends, and people-watching.

Best,

Tom





Tom Radulovich  
Executive Director  
Livable City & Sunday Streets  
301 8th Street, Suite 235  
San Francisco CA 94103  
415 344-0489  
[www.livablecity.org](http://www.livablecity.org)  
[tom@livablecity.org](mailto:tom@livablecity.org)

**From:** Rudy Corpuz Jr.  
**To:** Ronen, Hillary; Belnart, Amy (BOS); Goossen, Carolyn (BOS); Morales, Carolina (BOS); Sheehy, Jeff (BOS); Safai, Ahsha (BOS); Cohen, Maila (BOS); Yee, Norman (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); BOS Legislation, (BOS)  
**Subject:** Señor Sisig support letter  
**Date:** Tuesday, May 15, 2018 9:30:19 AM  
**Attachments:** senor sisig.pdf

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Dear Supervisors,

Attached please find a letter of support.

In peace,

Rudy



# UNITED • PLAYAZ

1038 Howard Street • San Francisco, CA 94103

[www.unitedplayaz.org](http://www.unitedplayaz.org)

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May 15, 2018

Dear Board of Supervisors and Staff,

My name is Rudy Corpuz Jr. and I am writing this letter on behalf of Señor Sisig. I am the Founder and Director of the United Playaz, a Violence Prevention and Youth Leadership Development Program serving youth since 1994. United Playaz is designed to provide youth and young adults with positive, meaningful activities as an alternative to involvement with gangs, drugs and other high-risk behaviors.

I am writing to express my strong support for Señor Sisig. I am writing in regards to an appeal (file. no 180401) that is requesting the removal of a NO FOOD condition that the planning commission applied to the approved conditional use permit at 701 Valencia Street on March 15th, 2018. Señor Sisig was operating as an existing business since December 2016 at 701 Valencia Street and was displaced through the process of the project sponsor applying for a Conditional Use Application that would allow additional food trucks to operate in the lot with the vision of creating a community space. Señor Sisig is a model business in the Filipino community and its a vital part of the identity of Filipino culture and cuisine in San Francisco. Señor Sisig was the only Filipino business on Valencia Street and I believe it is important that Filipinos have a culinary presence on one of the most diverse corridors in San Francisco. Please protect this model minority small business for the Mission District, for the Filipino community and for the employees of Señor Sisig.

If you have any questions or require additional information, please feel free to call me at (415) 573-6219.

In peace,

A handwritten signature in black ink that reads "Rudy Corpuz Jr." with a stylized flourish at the end.

Rudy Corpuz Jr.  
Executive Director



**From:** Fatimah M. Aure  
**To:** BOS Legislation (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Monday, May 14, 2018 1:11:43 PM  
**Attachments:** Board of Supervisors 5-14-18.docx

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To Whom It May Concern,

Please see attached. Thank you in advance.

Best,

Fatimah

--

**Fatimah Aure, MPP**

c: (415) 819-4220

e: [fatimah.aure@gmail.com](mailto:fatimah.aure@gmail.com)

May 14, 2018

San Francisco City Hall  
Board of Supervisors  
1 Carlton B. Goodlett Place  
San Francisco, California 94102

Dear Board of Supervisors,

My name is Fatimah Aure and I am a San Francisco native. I have lived and worked in San Francisco for most of my life and have witnessed many of its changes first hand from where it was before to where it is today, especially in the Mission district. As it stands today, with all the varieties of small business and restaurants, I can honestly say that there is a need for the variety of different cultural foods that reflect the beautiful diversity of San Francisco. In particular, I have always enjoyed Senor Sisig's Filipino food truck that used to park at 701 Valencia. Having grown up in the Parkmerced neighborhood near the border of Daly City and enjoyed the vibrant Filipino culture. When I found that there was a food truck that served Filipino Fusion food in the Mission, I was ecstatic and have become a frequent customer. Sadly, their absence would mean a major loss to the community, in both diversity of flavor and culture.

I urge you to please reconsider your position regarding 701 Valencia and its ability to maintain service to the Mission community. As the Program Director at Renaissance Entrepreneurship Center, I cultivate entrepreneurs and help turn their skillsets and passions into viable businesses, such as Senor Sisig. Losing the space at 701 Valencia would be a tremendous loss to the business, the Mission district neighborhood and me personally as a frequent patron/customer. Please allow this food truck to remain and continue contributing to our City's wonderful culture.

Thank you for your consideration,

Fatimah Aure  
Program Director (SoMa)  
Renaissance Entrepreneurship Center

**From:** desi.danganan  
**To:** Ronen, Hillary; Beinart, Amy (BOS); Sheehy, Jeff (BOS); Kim, Jane (BOS); Safal, Ahsha (BOS); Goossen, Carolyn (BOS); Fewer, Sandra (BOS); BreedStaff, (BOS); BOS Legislation, (BOS); Stefani, Catherine (BOS); Yee, Norman (BOS); Tang, Katy (BOS)  
**Subject:** Support for Señor Sisig  
**Date:** Monday, May 14, 2018 3:58:36 PM  
**Attachments:** Señor Sisig Letter of Support.pdf

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Dear Board of Supervisors and Staff, I am writing to express my strong support for Señor Sisig. I am writing in regards to an appeal (file. no 180401) that is requesting the removal of a NO FOOD condition that the planning commission applied to the approved conditional use permit at 701 Valencia Street on March 15th, 2018. Señor Sisig was operating as an existing business since December 2016 at 701 Valencia Street and was displaced through the process of the project sponsor applying for a Conditional Use Application that would allow additional food trucks to operate in the lot with the vision of creating a community space. Señor Sisig is a model business in the Filipino community and its a vital part of the identity of Filipino culture and cuisine in San Francisco. Señor Sisig was the only Filipino business on Valencia Street and I believe it is important that Filipinos have a culinary presence on one of the most diverse corridors in San Francisco. Please protect this model minority small business for the Mission District, for the Filipino community and for the employees of Señor Sisig. Attached is my official letter of support. Sincerely,

Desi Danganan



## LETTER OF SUPPORT

**MAY 10, 2018**

**SF PLANNING DEPT. & BOARD OF SUPERVISORS**

Kultivate Labs  
1010 Mission St.  
San Francisco, CA 94103  
T 415-215-4889  
[kultivatelabs.com](http://kultivatelabs.com)  
[desi@kultivatelabs.com](mailto:desi@kultivatelabs.com)

To Whom it May Concern,

On behalf of Kultivate Labs, an economic development non-profit located on Mission St. I support Senor Sisig's application to vend on the corner of 18th & Valencia. Senor Sisig is an immigrant success story. They are a unique product of cultural fusion that only the Bay Area can produce. Their unique brand of Filipino Fusion poses no threat to the local taqueria's in the area because Senor Sisig is a manifestation of Filipino Food and not Mexican Food.

Their food truck activates a dead and under utilized space that can be characterized as urban blight. When real estate is so scarce in SF, we need to explore and encourage innovative uses of spaces—particularly immigrant owned businesses.

I hope you reconsider your decision and allow Senor Sisig to continue to vend from 18th and Valencia.

Sincerely,

Desi Danganan

Executive Director, Kultivate Labs

**From:** [Kyle Camarillo](#)  
**To:** [Ronen, Hillary](#); [Beinart, Amy \(BOS\)](#); [BOS Legislation, \(BOS\)](#)  
**Cc:** [Sheehy, Jeff \(BOS\)](#); [Cohen, Malia \(BOS\)](#); [Kim, Jane \(BOS\)](#); [BreedStaff, \(BOS\)](#); [Tang, Katy \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Fewer, Sandra \(BOS\)](#); [Breed, London \(BOS\)](#); [Safai, Ahsha \(BOS\)](#); [Yee, Norman \(BOS\)](#)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Tuesday, May 15, 2018 8:16:48 AM

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Hillary and The Board,

My name is Kyle Camarillo. I am a Latino American photographer and filmmaker. I have lived in the Mission Dolores area with my wife and child for 15 years.

I want to express my strong support for the food truck and community use of 701 Valencia.

I know for a fact that Ryen Motzek's intentions are whole, respectful, genuine, and completely for the community. In the hands of anyone else, this location would be used to throw fancy corporate events or build expensive lofts/apartments, with only profits in mind. The decision made by the planning commission to vote down the ability to have food at this location is crippling to the possibility of any sort of prospect on this space to be able to survive, further destroying our neighborhood's culture and diversity.

Its unfortunate that his proposed communal project has been so quickly dismissed as it would serve as a much more neighborly and pleasant location than its current cement parking lot. In a town where the homeless problem and gentrification and are at an all time high, no good opportunity should be wasted. The people of this city cannot afford that loss.

On the matter of Señor Sigig, the argument that this food truck would have a negative effect on the 6+ immediate surrounding taqueria's is ridiculous. Using a tortilla as an ingredient does not make Señor Sigig's food mexican. The addition of Filipino food only contributes to the diversity of our neighborhood and restricting it based off of false assumptions sets a dangerous precedent for the future of San Francisco.

I urge you today to carefully overturn the planning commission's decision so that, at bare minimum, Señor Sisig can return to 701 Valencia.

Kyle Camarillo

[Kylecamarillo.com](http://Kylecamarillo.com)

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Confidentiality Notice: This email, including any attachments, is the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message

**From:** Tomi Ajayi-Dopemu  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Monday, May 14, 2018 11:31:35 PM

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To whom it may concern,

My name is Tomi Ajayi, I am a freelance mural artist working in SF. I'm frequently in the mission area, and have a strong connection with the Cherins lot.

I helped in the creation of the architectural 3d renderings of the new plans for the community lot area, and I also just happen to have worked as a valet for Pristine Parking years back. One of my main assignments as a valet was to manage this exact spot. I spent hours interacting with locals, parking their cars, and having my lunches across the street at the delicious El Buen Sabor taqueria.

I would say that as a mixed descent African American man, I very much miss having a friendly place to enjoy good authentic ethnic food. Being originally born in Nigeria, I feel like the upcoming plans Ryen Motzek has for the lot tug on my heart strings. They remind me of the community areas back home, where everyone in the neighborhood can gather outdoors, enjoy the fresh air, the sun, and some authentic food in a non-pretentious environment.

There aren't many places where you can go and enjoy a space that really invites the local community to come together and enjoy. It is so much better than some of the other developments that I have seen pop up because it invites anyone and everyone to partake and is ran by actual people from the community, not a money focused investor looking to cash in big off of the next hip neighborhood.

Lastly, as someone that has worked for, and with Ryen Motzek, I can attest to his character. He is not someone that would create a project that would negatively impact anyone. He is a humble, hard working guy that is looking for a new opportunity to help people. I think the decision from the Planning Commission has had a negative effect on his well being. That defeat that hurt him and an existing business (Senor Sisig). Give Ryen a chance and I guarantee he will impress you, take it away, and all we will have left is a lot primed for someone outside of the community to take over.

I hope this Tuesday we will see a change for the positive. The story of San Francisco needs it.

Tomi Ajayi-Dopemu  
[tadopemu@gmail.com](mailto:tadopemu@gmail.com)

**From:** Alfonso S. Perez, Jr.  
**To:** Ronen, Hillary; Beinart, Amy (BOS); Goossen, Carolyn (BOS); Morales, Carolina (BOS); Sheehy, Jeff (BOS); Safai, Ahsha (BOS); Cohen, Maja (BOS); Yee, Norman (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katv (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); BOS Legislation, (BOS)  
**Subject:** Save Señor Sisig in the Mision !!!  
**Date:** Monday, May 14, 2018 5:49:24 PM  
**Attachments:** Save\_Senor\_Sisig.pdf

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San Francisco Board of Supervisors  
SF City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA

Dear Board of Supervisors and Staff,

I am writing to express my strong support for Señor Sisig. I am writing in regards to an appeal (file. no 180401) that is requesting the removal of a NO FOOD condition that the planning commission applied to the approved conditional use permit at 701 Valencia Street on March 15th, 2018.

Señor Sisig was operating as an existing business since December 2016 at 701 Valencia Street and was displaced through the process of the project sponsor applying for a Conditional Use Application that would allow additional food trucks to operate in the lot with the vision of creating a community space.

Señor Sisig is a model minority small business in the Filipino community and its a vital part of the identity of Filipino culture and cuisine in San Francisco. Señor Sisig was the only Filipino business on Valencia Street and I believe it is important that Filipinos have a culinary presence on one of the most diverse corridors in San Francisco.

Please protect this model minority small business for the Mission District, for the Filipino community and for the employees of Señor Sisig.

Sincerely,  
Al Perez  
President, FAAE  
Pistahan Parade and Festival

.....

AL PEREZ  
President, FAAE / Pistahan Parade and Festival  
Commissioner, San Francisco Entertainment Commission  
Board Member, Grand National Rodeo Cow Palace Fair  
Board Member, Bataan Legacy Historical Society  
Board Member, San Francisco Filipino Cultural Center  
Board Member, Filipino Food Movement  
415. 987. 9170  
alsperez@pacbell.net





May 14, 2018

San Francisco Board of Supervisors  
SF City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA

Dear Board of Supervisors and Staff,

I am writing to express my strong support for Señor Sisig. I am writing in regards to an appeal (file. no 180401) that is requesting the removal of a NO FOOD condition that the planning commission applied to the approved conditional use permit at 701 Valencia Street on March 15th, 2018.

Señor Sisig was operating as an existing business since December 2016 at 701 Valencia Street and was displaced through the process of the project sponsor applying for a Conditional Use Application that would allow additional food trucks to operate in the lot with the vision of creating a community space.

Señor Sisig is a model minority small business in the Filipino community and its a vital part of the identity of Filipino culture and cuisine in San Francisco. Señor Sisig was the only Filipino business on Valencia Street and I believe it is important that Filipinos have a culinary presence on one of the most diverse corridors in San Francisco.

Please protect this model minority small business for the Mission District, for the Filipino community and for the employees of Señor Sisig.

Sincerely,

A handwritten signature in black ink, appearing to read "Al Perez", with a long horizontal stroke extending to the right.

**Al Perez**  
President  
Filipino American Arts Exposition  
Pistahan Parade and Festival

**From:** [Jesse Narvaez](#)  
**To:** [BOS Legislation - \(BOS\)](#)  
**Subject:** Senor Sisig  
**Date:** Monday, May 14, 2018 5:16:27 PM

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I just recently heard about the decision to not let the food truck Senor Sisig do its thing in the Mission on the block where I spend most of my time. I was not happy about this decision since Senor Sisig was such a great addition to all the local food options. It seemed like a really great thing was going to happen with the space and the last time I heard, the project is now being shut down but the city. We need more cool things to do, not less. Oakland seems to be the only place where anyone has a chance anymore.

I'm a professional skateboarder in San Francisco and one of the company's I endorse is local company called Northern Co.. I understand what it is like to be a part of something since its beginning and I can only imagine how the employees of Senor Sisig felt after they were told they were no longer allowed to work and in a place they care so much for and I care so much for.

Many food options and supporting local businesses from SF is important and I want to see Senor Sisig back at 701 Valencia. Thank you

- Jesse Narvaez

**From:** [nicholas.kunz](#)  
**To:** [BOS Legislation, \(BOS\); Ronen, Hillary; Beinart, Amy \(BOS\)](#)  
**Cc:** [Sheehy, Jeff \(BOS\); Cohen, Malia \(BOS\); Kim, Jane \(BOS\); BreedStaff, \(BOS\); Tang, Katy \(BOS\); Peskin, Aaron \(BOS\); Stefani, Catherine \(BOS\); Fewer, Sandra \(BOS\); Breed, London \(BOS\); Safai, Ahsha \(BOS\); Yee, Norman \(BOS\)](#)  
**Subject:** 701 Valencia Street Appeal (file number: 180403)  
**Date:** Monday, May 14, 2018 4:55:54 PM

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To Whom It May Concern:

I am writing you today regarding the parking lot on the corner of 18th and Valencia Street, it's uncertain future, and to add my viewpoint to the discussion. I have known Ryen Motzek of The Project Sponsor for just over 7 years now. We met shortly after I moved to San Francisco from Portland, Oregon. I am an avid skateboarder and artist, which is largely why I came to the Bay Area, and through those networks I was introduced to Ryen and shortly after employed by him, making it possible for me to stay in this beautiful city and build upon my skateboarding and artist skills and communities. He was referred to me by my peers as a dependable, fair, and supportive employer and after working for him for over 2 years I can only say the same (I have since moved on career wise in case there is any worry that this letter is more than my desire to help the community and people who have helped me so much over my years here). I am now employed at a restaurant on 24th street, on the same corner I've worked at for over 4 years.

When I heard of Ryen's intention to turn the lot on the corner of 18th and Valencia that he's controlled since 2006 into a space for the community to come together I was impressed but not surprised. I believe that in a city full of opportunities to make an extra buck, especially in it's current state and along the Valencia strip, there are not many people who would consider to use such a centrally located and valuable lot to

In a city full of opportunities to make an extra buck, especially in it's current state, I do not think there are many people who would look to use the resource of a parking lot directly on Valencia Street to build a more connected community when there are surely more profitable ventures to be had with the space. I do believe however that if anyone would and could be concerned enough about keeping and strengthening the community with their available resources Ryen would, could, and hopefully will. That area has changed and continues to change in the short 7+ years I have lived here. I do believe that change is inevitable but I also believe in community, connection, and networking. The Mission is an incredibly eclectic and diverse area with many different networks operating within it. Giving those different networks a space to come together and connect with each other over art, food, and educational workshops/events is something that in my opinion can only strengthen the existing community there. I support and trust Ryen and his vision for this lot 100%.

When I saw that the Sr. Sisig food truck (offering the only Filipino cuisine in the area) was forced to close I was saddened. It felt like a step in the wrong direction to me. As a skateboarder and artist much of my time is spent using and observing public spaces in the city. They are absolutely vital for people who need a positive outlet space and communal interaction. Obviously a food truck is not the Yerba Buena Gardens but having that establishment there did transform the area from a parking lot where the only verbal communication from a stranger may be someone asking for spare change to a place where different people are eating and sharing a space over a meal. Obviously the loss of jobs and a local ethnic restaurant's ability to operate in such a high traffic area are also not ideal.

I appreciate you listening to my view of Ryen Motzek's plans to continue to grow his community support ideas and projects. I sincerely hope that he will be able to move forward soon with the lot at 18th and Valencia Street or at the very least restore Sr. Sisig's operation there, continuing to offer up the space for people in the area to congregate and connect.

Best,

Nicholas Kunz  
San Francisco, CA.  
[mmicholaskunz@gmail.com](mailto:mmicholaskunz@gmail.com)

**From:** Thrasher Magazine/ Chris Hafner  
**To:** BOS Legislation, (BOS); Beinart, Amy (BOS); Ronen, Hillary  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Monday, May 14, 2018 12:12:32 PM

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Dear Hillary and Board of Supervisors,

I am a Mission district resident of over 20 years. Through the years I have seen some change. While most of that change recently has been purely awful: gentrification, chain retail, entitled techies... every once and a while, there's something good that comes up. Recently, through a network of artists I learned about a funky little project that was about to pop up on the Cherin's lot located at 701 Valencia. For a while they had Señor Sisig, the best damn food truck in SF operating and I heard about Precita Eyes and some other artists having a space to do some cool stuff.

Apparently the planning department led the owner of the project to think it was about to pass and then the planning commission did a last minute switch to not allow the project to happen based off of feedback from a small group of NIMBYs. What I still don't understand is how a panel of non-elected "decision makers" thought it was a good idea to ditch the only Filipino food on all of Valencia st. and stomp out other chances for independently owned food vendors to have an opportunity on a street that now caters to investor backed restaurants and high end retail that definitely does not serve the authentic mission district community.

Hoping you guys make the right decision tomorrow, our city need a positive change, not the same ol'.

Thanks, Chris Hafner

**From:** desi.danganan  
**To:** Ronen, Hillary; Beinart, Amy (BOS); Sheehy, Jeff (BOS); Kim, Jane (BOS); Safai, Ahsha (BOS); Goossen, Carolyn (BOS); Fewer, Sandra (BOS); BreedStaff, (BOS); BOS Legislation, (BOS); Stefani, Catherine (BOS); Yee, Norman (BOS); Tang, Katy (BOS)  
**Subject:** Support for Senor Sisig  
**Date:** Monday, May 14, 2018 3:58:36 PM  
**Attachments:** Senor Sisig Letter of Support.pdf

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Dear Board of Supervisors and Staff, I am writing to express my strong support for Señor Sisig. I am writing in regards to an appeal (file. no 180401) that is requesting the removal of a NO FOOD condition that the planning commission applied to the approved conditional use permit at 701 Valencia Street on March 15th, 2018. Señor Sisig was operating as an existing business since December 2016 at 701 Valencia Street and was displaced through the process of the project sponsor applying for a Conditional Use Application that would allow additional food trucks to operate in the lot with the vision of creating a community space. Señor Sisig is a model business in the Filipino community and its a vital part of the identity of Filipino culture and cuisine in San Francisco. Señor Sisig was the only Filipino business on Valencia Street and I believe it is important that Filipinos have a culinary presence on one of the most diverse corridors in San Francisco. Please protect this model minority small business for the Mission District, for the Filipino community and for the employees of Señor Sisig. Attached is my official letter of support. Sincerely,

Desi Danganan



## LETTER OF SUPPORT

**MAY 10, 2018**

**SF PLANNING DEPT. & BOARD OF SUPERVISORS**

Kultivate Labs  
1010 Mission St.  
San Francisco, CA 94103  
T 415-216-4889  
[kultivatelabs.com](http://kultivatelabs.com)  
[desi@kultivatelabs.com](mailto:desi@kultivatelabs.com)

To Whom it May Concern,

On behalf of Kultivate Labs, an economic development non-profit located on Mission St. I support Senor Sisig's application to vend on the corner of 18th & Valencia. Senor Sisig is an immigrant success story. They are a unique product of cultural fusion that only the Bay Area can produce. Their unique brand of Filipino Fusion poses no threat to the local taqueria's in the area because Senor Sisig is a manifestation of Filipino Food and not Mexican Food.

Their food truck activates a dead and under utilized space that can be characterized as urban blight. When real estate is so scarce in SF, we need to explore and encourage innovative uses of spaces—particularly immigrant owned businesses.

I hope you reconsider your decision and allow Senor Sisig to continue to vend from 18th and Valencia.

Sincerely,

Desi Danganan

Executive Director, Kultivate Labs

**From:** [jameel A Douglas](#)  
**To:** [BOS Legislation. \(BOS\); Ronen, Hillary; Beinart, Amy \(BOS\)](#)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Monday, May 14, 2018 3:39:30 PM

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Dear Hillary,

My name is Jameel Douglas a Bay Area native, professional skateboarder and Excelsior district resident. I tremendously disappointed to hear about Senor Sisig (seriously my favorite) getting pushed out from being able to do business at 701 Valencia. As a former resident of the mission and someone who has seen the many changes that have taken place in San Francisco I find this decision by the planning commission more than frustrating and utterly careless.

Being a Africa American I really don't have any sort of connection or excitement about many of the new businesses and restaurants that are opening up in the mission district, most seem inauthentic and cater to a much wealthier crowd.

Senor Sisig provides a complimentary and much needed option in an area that has lost a lot of what originally made it so special. ( heavily gentrified )

I've also known Ryen Motzek for over 15 years and he has been a cornerstone and role model in the skateboard and art community. Through knowing Ryen, I've come to know his intentions are very authentic and fully focused on how to do what's right for the community. A good opportunity was lost, but it's not too late to salvage it. If we could at work he very least get senior Sisig back would be a dream come true.

Ryen has always struck me as a man of integrity and hard work. I guarantee you'd be putting some flavor back into a area that was once a intriguing and tasteful community it will be extremely well received by people as a whole.

Please do what's right and allow Senor Sisig to continue to operate in the Mission.

Thank you.



**From:** Christopher Nash  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** Please support food trucks at 701 Valencia St  
**Date:** Monday, May 14, 2018 1:58:17 PM

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Hello,

I own the condo at 3483 18th St, directly adjacent to the parking lot at 701 Valencia st. I very much wanted to attend the hearing on May 15, and the previous hearing in March regarding the conditional use permit for this space. I could not be there in person however due to work commitments. I wrote a letter of support before the previous meeting, as I know many of my neighbors did. But it seems that the Planning Commission ignored all written comments, ignored the recommendation of the Planning Department, and sided with just two very vocal neighbors who were able to attend the meeting in person. As a result, the existing business (Señor Sisig) that had been operating in this space for a long time, with no issues, lost its ability to do so. I sincerely hope this won't happen again. Most neighbors support the efforts to transform this empty lot into a community space with food trucks. However, most of us have to work during the day. I hope that the Commission will weigh ALL input about this project equally, and not favor just those who happen to be free to appear in person during business hours. To favor the voices of only those who can appear in person is to ignore the voices of those who must work everyday.

So, once again, my husband and I fully support keeping (and even increasing) food trucks at this location. Pristine Parking and all of the food trucks that have ever parked in the lot, including Señor Sisig, have been excellent neighbors. Their business is welcome in our neighborhood. Please support them.

Thank you for your time.  
-Christopher Nash

Our previous email is quoted here:

To: Esmeralda Jardines <esmeralda.jardines@sfgov.org>, hillary.ronen@sfgov.org, richhillissf@gmail.com, myrna.melgar@sfgov.org, planning@rodneymong.com, joel.koppel@sfgov.org, kathrin.moore@sfgov.org, dennis.richards@sfgov.org  
Cc: Ryen Motzek <ryen@pristineparking.com>

Hello,

I am writing to voice my FULL SUPPORT for the proposed changes to the Cherin's parking lot at 701 Valencia St. The conditional use authorization is due to be discussed by the Planning Commission on March 15, 2018.

I own the residence at 3483 18th St, which abuts the parking lot at 701 Valencia. Ours is the only residential unit in our building. My husband and I have lived in this apartment for 11 years, and I have lived in the neighborhood since 1992. We are looking forward to seeing this

parking lot transformed into a community space with food trucks, tables, and planters. We expect the changes to be quite positive for our neighborhood.

We do have a few requests, which we have already discussed with the applicant, including:

- The submitted plans describe port-a-potties and a garbage enclosure to be located against our building, underneath our window. The applicant has agreed to instead locate these against the other building that abuts the lot, which has no windows overlooking the lot.
- Business hours no later than 10pm
- Please post 'no smoking' signs in the space.
- Ensure that we have a point of contact to whom we can report any problems that may arise.

I urge you all to support this project.

Thank you for your time,

-Christopher Nash

415.519.9023

**From:** Fatimah M. Aure  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safal, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Monday, May 14, 2018 1:11:43 PM  
**Attachments:** Board of Supervisors 5-14-18.docx

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To Whom It May Concern,

Please see attached. Thank you in advance.

Best,

Fatimah

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**Fatimah Aure, MPP**

c: (415) 819-4220

e: [fatimah.aure@gmail.com](mailto:fatimah.aure@gmail.com)

May 14, 2018

San Francisco City Hall  
Board of Supervisors  
1 Carlton B. Goodlett Place  
San Francisco, California 94102

Dear Board of Supervisors,

My name is Fatimah Aure and I am a San Francisco native. I have lived and worked in San Francisco for most of my life and have witnessed many of its changes first hand from where it was before to where it is today, especially in the Mission district. As it stands today, with all the varieties of small business and restaurants, I can honestly say that there is a need for the variety of different cultural foods that reflect the beautiful diversity of San Francisco. In particular, I have always enjoyed Senor Sisig's Filipino food truck that used to park at 701 Valencia. Having grown up in the Parkmerced neighborhood near the border of Daly City and enjoyed the vibrant Filipino culture. When I found that there was a food truck that served Filipino Fusion food in the Mission, I was ecstatic and have become a frequent customer. Sadly, their absence would mean a major loss to the community, in both diversity of flavor and culture.

I urge you to please reconsider your position regarding 701 Valencia and its ability to maintain service to the Mission community. As the Program Director at Renaissance Entrepreneurship Center, I cultivate entrepreneurs and help turn their skillsets and passions into viable businesses, such as Senor Sisig. Losing the space at 701 Valencia would be a tremendous loss to the business, the Mission district neighborhood and me personally as a frequent patron/customer. Please allow this food truck to remain and continue contributing to our City's wonderful culture.

Thank you for your consideration,

Fatimah Aure  
Program Director (SoMa)  
Renaissance Entrepreneurship Center

**From:** Sarah Li  
**To:** Goossen, Carolyn (BOS); Sheehy, Jeff (BOS); Morales, Carolina (BOS); Yee, Norman (BOS); Cohen, Malla (BOS); BreedStaff, (BOS); Kim, Jane (BOS); Peskin, Aaron (BOS); Tang, Katy (BOS); Stefani, Catherine (BOS); Safal, Ahsha (BOS); Fewer, Sandra (BOS); Beinart, Amy (BOS); BOS Legislation, (BOS); Ronen, Hillary  
**Cc:** Richards, Dennis (CPC); Koppel, Joel (CPC); Johnson, Millicent (CPC); Moore, Kathrin (CPC); [planning@rodnevfong.com](mailto:planning@rodnevfong.com); Melgar, Myrna (CPC); Rich Hillis  
**Subject:** Comments on hearing for 701 Valencia  
**Date:** Monday, May 14, 2018 12:52:31 PM

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Hi, I'm Sarah Li, and I live and work in San Francisco. I'm frequently in the Mission to work, spend time with friends and family, shop, and volunteer.

I was disappointed to find out about the planning commission's rejection of the project at 701 Valencia. Not only would the project bring business and foot traffic into the neighborhood that would in turn bring in jobs, but the current lot has been an eyesore and a rarely used, inefficient space for years.

Noise complaints are unfounded since Taqueria El Buen Sabor (directly across the street) already operates until 10:30 pm every day, which is later than this project would operate Monday–Thursday and only 30 minutes earlier than Friday and Saturday operations. There hasn't been public support for the taqueria to shut down its business or for street musicians who frequently use that corner to be banned from performing, so it's ridiculous that there's opposition to the 701 Valencia project.

When Farina Pizzeria was open (also directly across the street), there was no opposition to that business (in terms of noise/hours) though it kept similar hours to Taqueria El Buen Sabor and the proposed hours for this project. It also served alcohol like the taqueria does and the 701 Valencia project would. Since Farina Pizzeria's closure, the corner of 18th/Valencia has been sorely lacking in vibrancy.

The complaints about the project providing food that's already readily available in the Mission are also offensive and unfounded. Filipino, Taiwanese, and Mexican food are *not* the same (re: [quote about Filipino and Taiwanese food being "kind of burrito-y"](#)). Again, if there's such a concern that there are too many burritos in the Mission, why isn't there similar opposition to the taqueria? The diversity of food choices makes the Mission truly diverse and representative of the melting pot that this city is.

With the influx of bikers, bike-sharing, and transportation options in the Mission, it's obvious that there's a supply of consumers willing to spend time and money in the neighborhood, and the 701 Valencia project could meet that demand. Research has shown that bikers and foot traffic provide higher returns to businesses over time compared to people who travel by car. It'd be great, too, if the leaders of this city held their word and gave priority to San Francisco's people over its cars, which you could actually do if you approved the 701 Valencia space not to be just an empty lot reserved only for empty cars (on the rare occasion they choose to park there).

I'd highly recommend reconsidering this project and working for the residents of this city rather than trying to oppose improvements and efforts to make this city vibrant and livable. There's so much opportunity for spaces like 701 Valencia in this city for the people who live, work, and play here, and as a resident, it's disappointing to see them all go to waste for so long.

Thanks for reading! Sincerely,  
Sarah Li

**From:** Benny Gold  
**To:** Ronen, Hillary; BOS Legislation, (BOS); Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia  
**Date:** Monday, May 14, 2018 12:14:30 PM  
**Attachments:** uc

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Dear Hillary,

I am writing as a Mission District resident, husband, father of two beautiful children, that also owns and operates an independent retail store/clothing brand on the Valencia corridor.

It pains me to see the community space at 701 Valencia be restricted by the Planning Commission with the condition of "no food". Such a decision displaced one of my favorite food vendors in San Francisco from being able to operate at the aforementioned location and puts a respected person in the community in a position of not being able to execute something that would have been greatly beneficial.

As someone who is very active in the community, I can attest that this decision by the planning commission to rule down a community space with the mission district's best interest in place of an empty lot is not being well received and quite frankly has many people wondering how and why such a decision was made. The fact that the decision resulted in the expulsion of the only Filipino food served on the entire Valencia corridor is bothersome as well. A good opportunity was lost and a current business was displaced, this doesn't sit well with the continuing trend of evictions and lack of opportunity.

I hope that you will find it in the cities and neighborhoods best interest to let Señor Sisig operate at 701 Valencia. They are truly missed. I also encourage you to help activate the lot at 1701 in a positive way that can better serve the community than the current barren blight on that corner.

I will be paying close attention to this case and am hoping for a positive outcome.

Thank you,

Benny

-----  
<http://www.bennygold.com>  
<http://instagram.com/bennygold>  
<http://twitter.com/bennygold>





**From:** Thrasher Magazine/ Chris Hafner  
**To:** BOS Legislation, (BOS); Beinart, Amy (BOS); Ronen, Hillary  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Monday, May 14, 2018 12:12:32 PM

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Dear Hillary and Board of Supervisors,

I am a Mission district resident of over 20 years. Through the years I have seen some change. While most of that change recently has been purely awful: gentrification, chain retail, entitled techies... every once and a while, there's something good that comes up. Recently, through a network of artists I learned about a funky little project that was about to pop up on the Cherin's lot located at 701 Valencia. For a while they had Señor Sisig, the best damn food truck in SF operating and I heard about Precita Eyes and some other artists having a space to do some cool stuff.

Apparently the planning department led the owner of the project to think it was about to pass and then the planning commission did a last minute switch to not allow the project to happen based off of feedback from a small group of NIMBYs. What I still don't understand is how a panel of non-elected "decision makers" thought it was a good idea to ditch the only Filipino food on all of Valencia st. and stomp out other chances for independently owned food vendors to have an opportunity on a street that now caters to investor backed restaurants and high end retail that definitely does not serve the authentic mission district community.

Hoping you guys make the right decision tomorrow, our city need a positive change, not the same ol'.

Thanks, Chris Hafner

**From:** [janwayneswayze@gmail.com](mailto:janwayneswayze@gmail.com) on behalf of Jan M. Vicente  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Monday, May 14, 2018 11:52:09 AM

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Dear Board of Supervisors,

My name is Jan Vicente, I am a San Francisco raised creative from the Philippines. I work as a freelance graphic designer that grew up in the Mission district. (22nd and South Van Ness to be exact) Since my childhood days as a kid, I have noticed certain areas the mission turn from locally own family-oriented mom and pop shop owners to these high end, unaffordable places for techies to live. (22nd and Mission) This fact makes me feel uneasy and leaves me to ask myself what happened to the soul the old Mission and its people?

I have been recently reminded of this feeling while looking to do lunch at a Filipino-owned food truck business named Señor Sisig. They used to be on the corner of 18th and Valencia but have recently learned through an [online article](#) that this vendor was removed due to city planning commission. The article stated that they were to pose a threat to the surrounding Latino businesses in the area. And that the space on 701 Valencia had been told they can no longer have Senor Sisig on location.

I am writing in support of the return Senor Sisig. I'd rather see positive hard working individuals in the community. I, myself, do not see having them there as a threat. I am tired of seeing the mission turn into a soulless tech haven. I would like to see it maintain its heart by keeping small personal sized businesses and opportunities nearby. And as a Filipino, I would love to have a Filipino option along with the variety of latino spots that I loved and grew up in. Please give Senor Sisig a return to its spot on the corner of 18th and (701) Valencia.

Thank you for your time in reading this.

Sincerely,  
Jan Vicente

**From:** Mike Jacobson  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS); Goossen, Carolyn (BOS); Morales, Carolina (BOS); Sheehy, Jeff (BOS); Safai, Ahsha (BOS); Cohen, Malia (BOS); Yee, Norman (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS)  
**Subject:** File #: 180403 Support for 701 Valencia St Appeal  
**Date:** Monday, May 14, 2018 11:43:34 AM

---

Hello,

I am an eight year resident of the 700 block of Valencia Street and I am writing in support of the appeal allowing food trucks and outdoor seating on the surface parking lot of 701 Valencia when it is not used as accessory parking for Cherin's Appliances. I support the project, and the overturning of the Planning Commission's ruling for several reasons:

1. After numerous conversations with the project sponsor, Ryen Motzek, I trust that his organization has the community's best interest in mind. He has facilitated an honest dialog with the community and has been responsive in mitigating any potential concerns.
2. 701 Valencia Street as it exists today is a blight. It is underutilized, dark and uninviting. Rehabbing and activating the lot will be an asset for the neighbors.
3. The Planning Commission's decision to grant a CU for a parking use, but not a community serving and active use is troubling for several reasons. First, this parcel is located in an NCT district, so off-street parking uses should not be encouraged. Further, the entrance on Valencia Street makes the cyclist/auto conflict necessary. A parking lot at this location will temper the positive effects of an upcoming parking protected bike lane on Valencia Street.
4. The direct competition with neighboring restaurants argument holds no water. A food truck is a low cost approach for budding entrepreneurs and we should be promoting these types of opportunities rather than discourage them. The existence of one business should not necessarily preclude the existence of another. Further, the project sponsor has been open to providing food options that do not directly compete with nearby businesses.

To summarize: activating 701 Valencia with food trucks and community space while also limiting the unproductive and deleterious parking use will be an asset for the neighbors, so I recommend overturning the existing decision.

Thanks,  
Mike Jacobson

**From:** Ryen Motzek  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403) - Letters Of Support, Petition Signatures, and more.  
**Date:** Monday, May 14, 2018 11:38:45 AM

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Dear Hillary, Board of Supervisors and Staff,

We would like to thank all of the Board of Supervisor and/or Legislative Aids for taking the time to meet with us this past week to discuss our appeal of File No. 180401 regarding the NO FOOD condition that was applied to the Conditional Use Permit for 701 Valencia Street.

Señor Sisig had been operating at 701 Valencia in District 9 since December of 2016 and had become a beloved part of the community. The decision by the Planning Commission to add a NO FOOD condition to the lot, displaced Senor Sisig from its existing location and the neighborhood lost its only Filipino restaurant on Valencia St. We are asking that you protect this existing small minority business from being pushed out of district 9 and vote to remove the planning commission's condition of NO FOOD. We have greatly scaled back the project and we are only asking to allow one truck (Senor Sisig) to operate on this Conditional Use Permit. We are confident that you believe that cultural identity and diversity within all districts is important, as well as protecting the existing small businesses and minorities that have contributed to making San Francisco so unique. At our hearing on May 15th, please do the right thing and vote to Save Senor Sisig at 701 Valencia.

Please take a look at an online petition with 3,300+ signatures in favor of keeping Senor Sisig at 701 Valencia: [change.org/SaveSenorSisig](https://change.org/SaveSenorSisig)

We have done countless hours of extensive outreach to neighborhood organizations, businesses and residents and the overwhelming feedback is that our proposal is deeply desirable and necessary for the community.

Please see attached below.

**Letter of support from businesses in previous opposition:**

- Yamo

- El Toro
- FRJTZ (Neutral, Retracts letter of opposition)
- Raw Sugar Factory
- West of Pecos
- Alhamra Indian Restaurant
- Thanh Tam 2
- Supreme Pizza
- Gallardo's Mexican Restaurant

**Letters of supports from businesses**

- Sunrise Restaurant
- Pancho Villa
- Craftsman and Wolves
- Souvla
- The Little Chihuahua
- Picaro Cafe
- Esperpento

- Papalote Mexican Grill
- Cafe Ethiopia
- Big Mouth Burgers
- Flor De Cafe
- Blue Fig
- Casa Bonampak
- Taqueria Cancun
- Sun Flower
- Arwell Pizza
- Linea Caffè
- Sidewalk Juice
- Jay's Cheesesteak
- Whiz Burger
- Muddy Waters Coffee House
- L'emigrante Wine Bar

- Grand Mission Donuts & Bakery
- Western Donuts & Chinese Food
- All Star Candy
- Mission Workshop
- Aldea Home + Baby
- Dog Eared Books
- DSPTCH
- BetaBRAND
- Mission Pet Hospital
- Valencia Farmers Market
- Chrome Industries
- Self Edge
- K & H Liqueur
- Good Vibrations
- Dollar and Up Inc



- Cherin's Appliances

#### **Letters of Support from community organizations**

- Mission Merchants Association
- Valencia Merchants Association
- Precita Eyes

#### **Letters from Residents**

- 24 Letters

#### **Emails of Support**

- 28 Recent (many are flowing in at the last minute)
- 52 Prior

What they will say...

**“The project sponsor (Ryen Motzek) , operated a commercial parking business at 701 Valencia without permits”**

NOT TRUE. Commercial parking permits are distributed by the San Francisco Police Department and revenue collection is monitored by the San Francisco Tax Collector. If any parking operator collects revenue without authorization of the San Francisco Tax Collector, the Tax Collector will drop heavy fines and the San Francisco Police Department will force an operator to shut down effective immediately, which has never happened to Ryen Motzek or his parking business at 701 Valencia DBA Pristine Parking.

**“This is unfair competition, brick & motors pay more fees, taxes and rent than food trucks do”**

NOT TRUE, Senor Sisig (food trucks) has to pay for the permit fees and taxes as a brick and mortar does. In order to operate at 701 Valencia Senor Sisig pays rent at 2

locations. They pay rent at 701 Valencia as well as its commissary kitchen/parking facility (2277 Shafter Ave, SF) for food prep, food storage, secure parking for its trucks, etc. Operating a food trucks has tons of hidden expenses that some individuals may not realize.

**“Food trucks can easily move to another location, Restaurants can’t”**

There is a unfair perception of food trucks because of the fact that they have wheels. Permits are required to serve on both public and private property and they can take up to 6-12 months to get approved or denied. This notion is also extremely insensitive to the time, effort and capital that Senor Sisig has already invested in to its location at 701 Valencia to build its business, customer awareness and community relationships. To not give the same security and protection to a existing food truck as a existing brick & mortar because they are housed differently, is a dangerous precedent to set and should be taken seriously.

**“This will be a food truck village and/or beer garden”:**

NOT TRUE. It's ONE FOOD TRUCK and NO ALCOHOL will be served. There will be NO GENERATORS (electrical plug in required) and we will close at reasonable hours.

**Proposed hours of operation:**

Sunday - Thursday 10am - 9pm

Friday and Saturday 10am - 10pm

**Community Organization Support:**

<https://drive.google.com/open?id=1pMHC7mD5iQAI6908-Ckbsp7XxSRwPtbx>

**Business Support:**

[https://drive.google.com/open?id=1hDIGK6\\_qNpZF2qX4ZmHGJJz-G7FAyfbP](https://drive.google.com/open?id=1hDIGK6_qNpZF2qX4ZmHGJJz-G7FAyfbP)

**Residential Support:**

<https://drive.google.com/open?id=1RdRzS0nw3-TRhqbYP6FeuUw5edCp7-zY>

**Past Emails Of Support:**

<https://drive.google.com/open?id=1hpdv3o22mUr34PuJgUr4-TY0yWVkp6uQ>

**Current Emails Of Support:**

<https://drive.google.com/open?id=1uZ1SNxR3FVqvatr1t2krMzxnJZHGC16>

We look forward to seeing you all on Tuesday at 3pm.

Sincerely,

Ryen Motzek

==

Ryen Motzek  
T: 415.550.2393  
Atlas / Field

**From:** Cedric  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal  
**Date:** Monday, May 14, 2018 10:29:26 AM

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**To whom this may concern,**

**I am writing you in regards to the 701 Valencia St. appeal. I have grown up and worked in the San Francisco Bay Area my whole life. I am a Filipino American and spent the majority of my life in the Mission area. When my family and I heard about Senor Sisig not having the Valencia location, we were heart broken. Not only is it great food, but the collaboration of Filipino and Mexican food shows the community how different cultures come together and puts smiles on our faces as well as keeps our belly's full.**

**The Senor Sisig family has always drawn the best of crowds in the community and is very family oriented. Taking this away from us, from Senor Sisig will not only take away from the community, but will take the drive away from minorities trying to take a different outlet to make a living in the Bay Area, versus joining the "tech world".**

**Cedric Senica**

**From:** Albert Hernandez  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403) - Save Señor Sisig  
**Date:** Monday, May 14, 2018 12:46:19 AM

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Dear Board of Supervisors,

My name is Albert Hernandez and I am a 32-year-old Bay Area native. I often hang out and eat in the Mission, and was deeply saddened to hear that Señor Sisig may no longer be able to operate at 701 Valencia.

Full transparency, I know Ryen Motzek very well and I have collaborated with Ryen in multiple capacities, though mostly in the context of the 501C3 I volunteer with – “Cuba Skate”. Cuba Skate is a non-profit that gathers donated shoes, skateboards and clothes and hand delivers them to disparate youth in Havana, Cuba and the surrounding provinces. Anytime I have approached Ryen for donations, he never asked me what the minimum was – but instead, asked how much I could pack.

I am self-admittedly overweight, and have always looked to Ryen for healthy eating habits. Whenever I have had a question about diet or exercise, Ryen has always made time to coach me or provide suggestions – never condescendingly; but out of genuine care and concern for my well being.

The aforementioned consideration for those around him is a hallmark of Ryen as a person overall – it spills over in to any community he is a part of. This is part and parcel of why I believe Mr.

Motzek is so passionate about providing a unique alternative (via Señor Sisig) in contrast to the many, readily available food options in the surrounding area.

Lastly, when Ryen approached me about how he was about to be approved to do a community space, I was excited for this was about to be a great platform, for the people, by the people. We talked about how awareness about Cuba skate would take place, as well as many other positive projects that are just right for the Mission. It broke my heart to see his dream be squashed by what seemed to be a rushed and uninformed decision by the planning commission.

I urge you to take a close look at this situation and take some time to hear Ryen's vision. I feel you will find that it 100% falls in line with all of the much needed opportunity.

Hopefully you will reconsider your decision and at a minimum – allow for one of the only authentic, Filipino based cuisine options in the Mission continue to thrive.

Sincerely,

-Albert Hernandez

**From:** Darcy Montevaldo  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** Señor Sisig  
**Date:** Sunday, May 13, 2018 11:55:31 PM

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Dear Hilary and Board of Supervisors,

As a 4th generation San Franciscan I have seen many changes over the years and especially in the Valencia corridor, particularly for the better in the last 10 years.

I frequent the mission district for the diversity of food, to experience a variety of cultures and the option of many types of food at a variety of price points. I was ecstatic to see the addition of food trucks because it is a shift from the typical investor backed restaurants we commonly see now- and this part of the city is lacking from an off the grid location. San Francisco has become grossly expensive and it is increasingly difficult for small businesses to start up and subsist; with the addition of exponential rent increases, near impossible. Food trucks are the perfect starting place for businesses who do not have the capital to go immediately into a brick and mortar space in a rapidly gentrified area like Valencia Street.

I was devastated when I read the Hoodline article on the Planning Commisison's decision, and if you read the public comments, I think you will see that I'm not the only one. I honestly can't understand the reasoning behind blocking a community space for new food opportunities and the immediate removal of Señor Sigsig - displacing the truck on the grounds it was too similar to nearby restaurants, when it had been there for over a year and was a loved member of the community just doesn't make any sense! Filipino food is not that common and especially not in the Valencia corridor. In fact, there is NOT ONE Filipino restaurant anywhere on the corridor. I am happy to see that the decision is going to be appealed and I am in full support of allowing Señor Sisig to stay on the 18th and Valencia lot. The community deserves it and the people that lost their jobs based off of that decision deserve it as well.

Thank you,  
Darcy Montevaldo  
San Francisco Voter

Sent from my iPhone

**From:** [marilia poggiali](#)  
**To:** [Ronen, Hillary](#); [Beinart, Amy \(BOS\)](#); [BOS Legislation, \(BOS\)](#)  
**Cc:** [Sheehy, Jeff \(BOS\)](#); [Cohen, Malia \(BOS\)](#); [Kim, Jane \(BOS\)](#); [BreedStaff, \(BOS\)](#); [Tang, Katy \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Fewer, Sandra \(BOS\)](#); [Breed, London \(BOS\)](#); [Safai, Absha \(BOS\)](#); [Yee, Norman \(BOS\)](#)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Sunday, May 13, 2018 11:13:05 PM

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Dear Board of Supervisors,

My name is Marilia Poggiali and I'm a proud latina artist living in San Francisco.

The Mission District is my favorite neighborhood in the whole city. Is where I feel at home. And what I love the most about the Mission is it's diversity and Senor Sisig is a part of that.

Through Senor Sisig I learned about filipino food and their presence in the Valencia Corridor is extremely valuable for the neighborhood, for the city and for the Filipino community.

I also learned that the space at 701 was meant to be a place where makers, artists and other vendors could have an affordable place to share their craft. Apparently that will not be possible since the space is not affordable anymore.

Please consider keeping Senor Sisig at 701 Valencia St., it will be a shame to loose such a good thing that the neighborhood loved so much.

Thank you for taking the time to read this,

Sincerely,

Marilia Poggiali.



**From:** Daniel Beck  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malla (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Sunday, May 13, 2018 11:06:24 PM

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Hello,

My name is Daniel Beck and I'm from Jerusalem, Israel.

I have been living in SF for the past six years working in food photography. I consider San Francisco to be one of the most beautiful areas due to it's diversity and culture. I have lived and traveled all over the world, this place feels like everywhere in one. The unfortunately thing that I have seen is that many people are being pushed because this city is getting more and more expensive. I recently stumbled upon the 701 Valencia community space at Sunday streets and learned about how this would be something that would offer opportunities to small businesses and non profits. It really sounded like a good thing that is common in places that I've traveled to, but there is nothing like it in SF.

I've heard that project at 701 Valencia was shut down and I feel really sad about this. Seeing things like this happen to good people makes me disappointed and makes SF feel like something for rich people only. As a food photographer that have been in many restaurants across the city, I know that Senor Sisig is truly unique and very tasty Filipino food and it was good for the neighborhood. If I understand correctly, it's still possible to get this space back to having Señor Sisig stay. I hope that you can help a good business not get pushed out like many others have.

Thank you,  
Daniel



**Daniel Beck Photography**  
--- [danielbeckphoto.com](http://danielbeckphoto.com) ---  
[www.thebecksstudio.com](http://www.thebecksstudio.com)

**From:** [daymanc@gmail.com](mailto:daymanc@gmail.com)  
**To:** [BOS Legislation](#), (BOS); [Ronen, Hillary](#); [Beinart, Amy](#) (BOS)  
**Cc:** [Sheehy, Jeff](#) (BOS); [Cohen, Malia](#) (BOS); [Kim, Jane](#) (BOS); [BreedStaff](#), (BOS); [Tang, Katy](#) (BOS); [Peskin, Aaron](#) (BOS); [Stefani, Catherine](#) (BOS); [Fewer, Sandra](#) (BOS); [Breed, London](#) (BOS); [Safai, Ahsha](#) (BOS); [Yee, Norman](#) (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Sunday, May 13, 2018 10:10:55 PM

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Dear Hillary and Board Of Supervisors,

I've read recently through various social media channels a decision to shut down the food truck business "Señor Sisig" in the Mission at 701 Valencia, and to my understanding the supposed policy/rationale behind this decision is labeled "NO FOOD". Honestly I'm completely baffled, but not speechless. I am a Bernal Heights resident that lives directly on the boarder of the Mission. In my early years of living in SF, Valencia street was much different than it is today. Most change is purely what some would call "gentrification". To my knowledge this would be the first time in years that something fully independent and grass roots was to launch at 701 Valencia Street. Apparently they have not only been shot down, but also an existing business has suffered from this decision as well.

Of a city who's \_\_core\_\_ values among others are preservation of small, local entrepreneurship, and diversity of eclectic cuisine, a decision like this sounds completely made on a whim, not thought through, and reeks of a broken system designed to make the working class fail. As I'm sure many others in SF and surrounding cities have been apprized to this as well, I encourage the decision makers to take an unwavering look in the mirror and imagine the person they see back is the same one trying to earn an honest, credible, and extremely difficult living like Señor Sisig in our supposed "progressive" city. The unsubstantiated catchphrase of "unfair competition" is extremely dangerous political jargon, and I implore you to take a closer look at where such politically charged platitude can lead.

I've lived in SF for 11 years making films that show off our great city... I've seen many things change, some for the better and some for the worse, and it's indisputable this usurping decision falls in the latter. If this is the direction of where SF is heading, then there will eventually be no hope for working class people who are striving to be successful business leaders. I and I'm sure many others encourage the right thing be done here. Overturn and allow a harmless small business to continue to operate.

Thank you for your time and consideration.  
- Dayman Cash

**From:** [daymanc@gmail.com](mailto:daymanc@gmail.com)  
**To:** [BOS Legislation, \(BOS\); Ronen, Hillary; Beinart, Amy \(BOS\)](#)  
**Cc:** [Sheehy, Jeff \(BOS\); Cohen, Malia \(BOS\); Kim, Jane \(BOS\); BreedStaff, \(BOS\); Tang, Katy \(BOS\); Peskin, Aaron \(BOS\); Stefani, Catherine \(BOS\); Fewer, Sandra \(BOS\); Breed, London \(BOS\); Safai, Ahsha \(BOS\); Yee, Norman \(BOS\)](#)  
**Subject:** Title: 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Sunday, May 13, 2018 9:57:39 PM

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Dear Hillary and Board of Supervisors,

I've read recently through various social media channels a decision to shut down the food truck business "Señor Sisig" in the Mission at 701 Valencia, and to my understanding the supposed policy/rationale behind this decision is labeled "NO FOOD". Honestly I'm completely baffled, but not speechless. I am a Bernal Heights resident that lives directly on the boarder of the Mission. In my early years of living in SF, Valencia street was much different than it is today. Most change is purely what some would call "gentrification". To my knowledge this would be the first time in years that something fully independent and grass roots was to launch at 701 Valencia Street. Apparently they have not only been shot down, but also an existing business has suffered from this decision as well.

Of a city who's core values among others are preservation of small, local entrepreneurship, and diversity of eclectic cuisine, a decision like this sounds completely made on a whim, not thought through, and reeks of a broken system designed to make the working class fail. As I'm sure many others in SF and surrounding cities have been apprized to this as well, I encourage the decision makers to take an unwavering look in the mirror and imagine the person they see back is the same one trying to earn an honest, credible, and extremely difficult living like Señor Sisig in our supposed "progressive" city. The unsubstantiated catchphrase of "unfair competition" is extremely dangerous political jargon, and I implore you to take a closer look at where such politically charged platitude can lead.

I've lived in SF for 11 years making films that show off our great city... I've seen many things change, some for the better and some for the worse, and it's indisputable this usurping decision falls in the latter. If this is the direction of where SF is heading, then there will eventually be no hope for working class people who are striving to be successful business leaders. I and I'm sure many others encourage the right thing be done here. Overturn and allow a harmless small business to continue to operate.

Thank you for your time and consideration.  
- Dayman Cash

**From:** Samira Bozorgi  
**To:** BOS Legislation (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malla (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Sunday, May 13, 2018 8:53:52 PM

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Dear Board of Supervisors,

I am writing today in support of the 701 Valencia Street Appeal (File Number: 180403). I think using the space to support small, local businesses like Senor Sisig enriches the community and provides a positive neighborhood experience to residents and visitors to the Valencia street/Mission area. In an era when big businesses and box stores are taking over the bay area, I would hope the city planning commission and Board see it as their responsibility to *support* small businesses and their well-meaning owners, not put up additional barriers impeding their success.

When I visited a food truck event at 701 Valencia during Sunday Streets I saw families enjoying delicious food and ice cream in the sunshine and people walking their dogs and stopping for a treat and catching up with friends. It would be great to see this atmosphere continue in order to reinforce a sense of community in the Mission. I sincerely hope that the 701 Valencia project is allowed to move forward on appeal.

Thank you for your time and consideration.

Sincerely,  
Samira Bozorgi

**From:** Boris Mackovic  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** Complaint regarding the banning of Senor Sisig  
**Date:** Sunday, May 13, 2018 10:10:37 AM

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Dear Board of Supervisors:

I was disappointed on several levels to hear of the sudden banning of the Senor Sisig food truck.

On a practical level, I spend a lot of time in this neighborhood and have enjoyed many times the unique flavor experience that Senor Sisig offers. Restaurants that offer burritos and tacos are fairly ubiquitous in the Valencia corridor whereas Senor Sisig is unique. I had been looking forward to them being part of the updated vision for the area.

On a philosophical level, this is a dangerous and seemingly arbitrary wielding of government power. Let's be realistic here: this is plainly and simply a local taqueria's backdoor way of getting rid of competition. Sadly, they found a willing partner in the local government. If this local taqueria wanted more business, perhaps they should focus instead on improving their health rating, food quality and inexplicably slow service. That a "noise complaint" would result in the banning of a food truck is a dangerous path to take. In case no one noticed, competition is good. It challenges everyone to be better and keeps prices down. During the many years I have lived in this city, I had been under the notion that San Francisco supported minority-owned businesses, local jobs and diverse food options. I guess that is no longer the case. I urge you to reconsider your decision regarding Senor Sisig as this is antithetical to everything the city claims to believe in.

Thank you.

**From:** Robert Bilbao  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** Senor Sisig - File Number: 180403  
**Date:** Sunday, May 13, 2018 8:28:53 AM

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Board of Supervisors,

As a Bay Area native and a San Francisco resident, it pains me to hear the situation that has occurred on the corner of 18th and Valencia. A proposal to revamp an old parking lot has turned into outrage and the shutting down of a small business, that otherwise was going unnoticed (except for those enjoying its exceptional food). This city has undergone massive change since I've been alive, and it tends to be a spot of soreness for long-time residents. We complain about missing the old San Francisco, with it's local feel and flavor, before it was overrun by the tech industry and big business. So why, then, are we viewing a local food truck as if its a conglomerate plotting to take over the city? We're booting blue collar workers from the mission district, which is what the mission district was built on. Yet all of a sudden this is a good idea? It makes no sense to me.

Get it straight. Listen to the people. That's your job. Senor Sisig needs to stay, as it embodies what this city is all about.

I'll see you on the 15th.

--

Best,

Robert Bilbao  
Hall Capital Partners LLC  
<https://www.linkedin.com/in/robertbilbao>

**From:** Rich Razon  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Saturday, May 12, 2018 7:02:22 PM

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I am a Filipino and a Burlingame resident. My peninsula 'tribe' (family, extended family and visitors) routinely frequents the Mission. Our weekly routine consists of boarding BART in Millbrae, disembarking at 16th and walking along Valencia to the 24th street station a few hours later. We've met many other people who enjoy trips into the city this way, attracted by the vibrance and diversity of the area.

So it is with dismay to hear of the loss of Señor Sisig. This corner is one of Valencia Street's features that makes the area unique and attractive to begin with. The comparison of Señor Sisig (filipino food) to Mexican food is quite uninformed and is a reflection of cultural ignorance finding its way into politics and key decisions that ultimately affect the lifeblood of the district. The comparison is somewhat akin to finding similarities between a tamale and a Lo Mei Gai Fan, both steamed, both with savory fillings, but not even closely related.

As an owner of multiple multi-family rental properties, I can say I am reasonably qualified to say that Señor Sisig is an attraction that ultimately benefits business in the long run. Diversity in food, art and culture is what keeps visitors like us coming back to the district, typically leaving hundreds of dollars with merchants in the area each trip. This is how we discovered the egg-filled pastries at Craftsman and Wolves, the iced chocolate at Dandelion and the all vegan menu at Cha Ya. We are a diverse group (as is most of the SF Bay Area), seeking out diverse tastes and attractions. Again, my opinion is that the move to block Señor Sisig is significant in what it represents and what it means to the area's future.

There is no where else on earth where in a short stroll, you can grab a dosa, a boba, a paella, a strudel AND a sisig (which WAS routine for us). Speaking of sisig, Filipino food is now regarded by the LA Times and New York Times as the hottest new up-and-coming cuisine going. Yet, it is thinly represented in this part of the Mission, if not at all. Please don't let single-minded interests ruin the Mission's uniqueness- this seemingly small move to block Señor Sisig represents what could be the end of what makes the the Mission the unique cultural enclave that it is. I sinerely hope you reconsider.

Rich Razon  
[richwrazon@gmail.com](mailto:richwrazon@gmail.com)



**From:** Josh Spira  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Saturday, May 12, 2018 5:16:04 PM

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Dear Board of Supervisors,

I am writing in regards to the food truck project at 701 Valencia Street Appeal (File Number: 180403). I hope that you can reconsider the decision to not allow this project to move forward. I am a native Bay Area resident, born and raised. I am currently a math teacher at a middle school in the Bay Area.

I have eaten at Señor Sisig at the 701 Valencia lot and had a blast! It is a great community space that adds value to the community. The vibe was very positive at the "space" and had a sense of community in an area that quite frankly has lost part of itself due to San Francisco's rapid gentrification. I hope that the 701 Valencia project is allowed to move forward on appeal.

Thank you for your time and have a great day!

Josh Spira

**From:** Robert Bilbao  
**To:** BOS Legislation (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** Senor Sisig  
**Date:** Friday, May 11, 2018 10:26:00 PM

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Board of Supervisors,

As a Bay Area native and a San Francisco resident, it pains me to hear the situation that has occurred on the corner of 18th and Valencia. A proposal to revamp an old parking lot has turned into outrage and the shutting down of a small business, that otherwise was going unnoticed (except for those enjoying its exceptional food). This city has undergone massive change since I've been alive, and it tends to be a spot of soreness for long-time residents. We complain about missing the old San Francisco, with its local feel and flavor, before it was overrun by the tech industry and big business. So why, then, are we viewing a local food truck as if its a conglomerate plotting to take over the city? We're booting blue collar workers from the mission district, which is what the mission district was built on. Yet all of a sudden this is a good idea? It makes no sense to me.

Get it straight. Listen to the people. That's your job. Senor Sisig needs to stay, as it embodies what this city is all about.

I'll see you on the 15th.

--

Best,

Robert Bilbao  
Hall Capital Partners LLC  
<https://www.linkedin.com/in/robertbilbao>

**From:** Arthur Gradstein  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Tang, Katy (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Peskin, Aaron (BOS); Stefanl, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Friday, May 11, 2018 6:45:35 PM

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Dear Members of the Board,

My name is Arthur Gradstein. I am a resident of 3494 18th Street, directly across the street from 701 Valencia, and immediately above El Buen Sabor Taqueria. I also live directly below Anna Hamilton, organizer of the opposition.

If proximity makes me a relevant stakeholder in this outcome, then I am a critical residential stakeholder.

I've been following this project since the beginning, and to say that I've been shocked by the way it has played out is an understatement.

When I saw the notice go up for Ryen's project, I was of course concerned. I called Ryen immediately to discuss what he had planned. After an in-depth conversation, it was clear to me that Ryen truly had the best interests of the neighborhood and community in mind, and that his proposal was very respectful of nearby residents and would add value to the area. I was okay with it as proposed, and preferred it to the unknown option of some careless future developer tearing up the lot for something far worse with less community value. Ryen seemed like the right guy for the job of adding value to the location in a respectful way to current residents. I supported his proposal then and continue to do so.

Since then, bending to further demands of other nearby residents (including Ms. Hamilton), Ryen continued to scale back the scope of the project to be abundantly respectful of local stakeholders, even at the expense of the financial potential of the project. Despite Ryen agreeing to her every request along the way, Ms. Hamilton continued to oppose the project and generated enough noise to get the proposal shut down entirely. Her narrative continued to shift as Ryen adjusted to her concerns, so it's become clear she will do and say whatever is necessary to shut the project down regardless of scope -- in truth, it's not about her concern for the community or noise or the protection of a local Latino business. She is an heir to the building her mother owns (which we both live in), which also hosts El Buen Sabor as a tenant, and she simply wants to eliminate any perceived threat to the value of her family's investment, no matter how small or unlikely.

An unfortunate casualty of her impressive but questionable efforts to mobilize opposition has been the loss of Senor Sisig. Living above Buen Sabor, I can tell you that it in no way suffered during the months and months Senor Sisig operated across the street. Buen Sabor always had a long line of continuous patrons. This is because 1. there's enough hunger in the Mission to go around, and 2. it's a completely different cuisine. If Senor Sisig marketed "Filipino Wraps" I don't think this would even be a conversation. But because they offer a "fusion burrito," suddenly they threaten a local Latino business because of the use of a tortilla? Deeply concerning anti-competitive practices aside (especially considering there are 8+ more taquerias in a 1-block radius and the Mission has in no way reached "peak burrito"), Senor Sisig offers a completely different flavor profile/filling. If I want Mexican, I'm not going to

Senor Sisig. If I want Filipino, I'm not going to Buen Sabor. It's that simple. They don't compete beyond both offering FOOD, and if we prevent new businesses from operating because they sell FOOD near other places that also sell FOOD, we are establishing a very dangerous precedent.

Senor Sisig literally bothered no one, cost no business any revenue, and was a beloved local favorite. While I hope that Ryen's proposal succeeds in it's entirety on appeal, at the very least, do not throw the baby out with the bathwater! I urge you to allow Senor Sisig to continue to operate.

- Arthur Gradstein

**From:** Marty Cherin  
**To:** BOS Legislation (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** Subject: 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Friday, May 11, 2018 5:18:02 PM

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## ***CHERIN'S APPLIANCE, INC.***

SINCE 1892

727 VALENCIA STREET  
SAN FRANCISCO, CA 94110-1734  
TEL. 415 864-2111 FAX. 415 864-0610

### **Subject: 701 Valencia Street Appeal (File Number: 180403)**

Dear Hillary and Board of Supervisors,

I am writing on behalf of Cherin's Appliances, a Mission District business that has been family-owned since the 1800's. I am writing to express our full support for the project sponsor and his plan to keep Señor Sisig operating on our property at 701 Valencia Street.

The relationship between the project sponsor Ryen Motzek and Cherin's goes back for over a decade. In all of our dealings with Ryen Motzek I can say, without a doubt, that he is a model tenant. Not only has Ryen always paid rent on time, he has always dealt with any and all issues that have arisen on our property with swift and careful attention.

As one can imagine, having a property on the corner of 18th and Valencia has its pluses and minuses and we believe both should be acknowledged. It's fantastic location allows as a great opportunity to do something positive such as allowing a unique small business such as Señor Sisig to operate as the only Filipino food on the entire Valencia Street corridor. There are also a handful of positive opportunities that can take place on such a vibrant corner, which Ryen has expressed great passion about engaging in. The downside, is that without a manned presence, the space is open to vandalism, littering, public indecency (urination and feces), drug use and other negative activity. Unspent firearm ammunition was recently cleaned up at the site. It should be noted that in the past couple of years over \$20,000 in damages due to vandalism have occurred at this property while the space was unmanned.

We understand that gentrification and change is a sensitive topic on Valencia Street. It is our belief that there can be a healthy balance of progress and heritage. We understand that not everyone is as open to change but we do hope that Señor Sisig is allowed to operate at 701 Valencia Street under the condition that the "no food" condition be removed under the recent conditional use.

We thank you for your time and hope for a positive outcome and that Señor Sisig is allowed to return to service at our private property at 701 Valencia St.

Sincerely,

—

Marty Cherin  
Donald Cherin

**From:** Rad Reyes  
**To:** BOS Legislation (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS)  
**Subject:** 701 Valencia St.  
**Date:** Friday, May 11, 2018 3:20:36 PM

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Dear Hillary Ronan and members of the Board of Supervisors,

My name is Rad Reyes, and this note is in support of the proposed community project at 701 Valencia Street. I am a San Francisco resident and member of the Filipino Community. I am a father of 4 and am proud to say that they were all born and raised in San Francisco. They also carry a sense of pride in being from here, as our travels have shown them that there are few cities in the country that are as culturally diverse as ours.

As frequent customers of Senor Sisig, we were very excited to see that this project could make this a permanent home for them as well as providing a safe environment for me to bring my family. There is a shortage of spaces like this in the City. This area is rapidly changing and moving further and further away from an environment that promotes any sense of community among it's residents, making way for big businesses that cater only to the affluent.

It was with great disappointment and frustration that I recently learned not only was the project shut down, but that Senor Sisig was immediately removed from the property on the grounds that it would be a threat to nearby Latino businesses in the area. How exactly are they a threat? By offering affordable Filipino food? One of the members of the planning commission, Milicent Johnson made a comment that Senor Sisig's food sounded "kind of burrito-y". That comment was dismissive, ignorant, and shows an obvious lack of cultural understanding. Your displacement of this small business sends a clear message that you, the Board of Supervisors, have no regard for the working class. Please reconsider your decision.

Thank you,

Rad Reyes

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**From:** [david keagy](#)  
**To:** [Ronen, Hillary](#)  
**Cc:** [BOS Legislation. \(BOS\); Beinart, Amy \(BOS\)](#)  
**Subject:** Señor Sisig; Ryen Motzek  
**Date:** Friday, May 11, 2018 1:49:17 PM

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Hello Team Ronen,

I just got off the phone with my friend Ryen Motzek regarding the Señor Sisig food truck issue.

I will fully acknowledge that I do not know the ins and outs of the food truck situation; but I do know Ryen. One of the things that really stuck out to me after the conversation with Ryen was that he felt he has been mis-represented in this whole ordeal.

On the subject of Ryen, I can speak very confidently with a lot of history. I've known Ryen since he was a teenager.

One of the things that he was upset about was that he has been portrayed as a privileged white guy coming in as an outsider, trying to change the Mission. I'd like to point a few things out.

White he is, but privileged, he's not. I think it is important to point out that Ryen does NOT come from money. In fact, he grew up very poor with his single mom. When I met Ryen, he and his mother lived in a very humble apartment on the "other-side-of-the-tracks" part of Redwood City. As a side note, Ryen's estranged father was a German immigrant, making Ryen first generation.

He has worked very hard to find success. He is one of the only people I know who truly made things happen for himself from nothing. By his own hard work and determination. I've always admired that of Ryen.

He is also no outsider; he grew up in the Peninsula, is a Bay native and decades long resident of SF. He and his lovely wife love our City. He has also been and continues to be a positive part of the economics of our City. He's run a business in the Mission since the early 2000's and he is also is part owner of a premier skate shop that is a globally recognized (Atlas, San Mateo).

I can also assure you that he does not want to change up the Mission, he and I have long lamenting conversations about this situation every time we see each other.

The decisions you guys make will be the decisions you make, but I needed to speak up for my friend Ryen who in this case, is trying to help his friend, also a local, make a living with his Filipino food truck.

Thanks your time.

David Keagy, SF (since 1995)

C-415-859-0465  
[Dave.Keagy@gmail.com](mailto:Dave.Keagy@gmail.com)

**From:** Joey Roldan  
**To:** Beinart, Amy (BOS); Ronen, Hillary; BOS Legislation, (BOS)  
**Cc:** Peskin, Aaron (BOS); Safai, Ahsha (BOS); BreedStaff, (BOS); Stefani, Catherine (BOS); Kim, Jane (BOS); Tang, Katy (BOS); Breed, London (BOS); Cohen, Mallia (BOS); Yee, Norman (BOS); Fewer, Sandra (BOS); Sheehy, Jeff (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403) - Save Señor Sisig  
**Date:** Friday, May 11, 2018 9:58:00 AM

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Good Morning,

My name is Joey and I'm reaching out to express my full support for the Señor Sisig food truck to operate in the Mission District of San Francisco at the 701 Valencia lot. Growing up in the San Francisco Bay Area had been an honor and Señor Sisig has been a priceless asset to the community, bringing together family and friends, while in addition bridging the gap between Filipino-American culture and our culinary roots here in California offering unbelievable food and a welcoming experience. As a Filipino-American myself, I currently live in New York City, and their food truck in the Mission District has been a refreshing sight and experience to see anytime I'm back home in the Bay (as I am for a few days at the moment). It's unfortunate to hear about the planning commission's decision to prevent Señor Sisig from operating in the 701 Valencia Street lot and I hope that this can be reconsidered for approval. Thank you for your time and I hope your team can allow Señor Sisig to operate moving forward in the 701 Valencia Street lot. Please let me know if you have any questions and/or would like to connect further in regards to my support for approval to operate. Have a great day and thank you in advance for your support.

Best,

Joey Roldan

**From:** tanner\_wilkin  
**To:** Ronen, Hillary; BOS Legislation, (BOS); Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** Save Senor Sisig in the Mission  
**Date:** Thursday, May 10, 2018 7:21:19 PM

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Dear Board of Supervisors,

My name is Tanner Wilkin. I am a Bay Area peninsula native and spend much of my time in San Francisco, mainly the Mission District. The project at 701 Valencia st first caught my attention several months ago. I was thrilled to find out that a part of the city where I spend much time with family and friends was going to progress into having a community based area with food and hopefully other events.

Unfortunately, in paying attention to the development of project I was shocked to learn that Senor Sisig is forced to stop serving their customers at 701 Valencia st. I highly believe this is unfair and does not represent what the Mission District or San Francisco represents. Having a Filipino based food truck brings diversity to the neighborhood and Senor Sisig represents a positive public service to the community on so many levels.

I hope that you strongly consider the impact this will have on not only Senor Sisig, but the community as a whole.

Thank you,

Tanner Wilkin

**From:** Tej Dattani  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Mallia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Cathewine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safai, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** 701 Valencia Street Appeal (File Number: 180403)  
**Date:** Thursday, May 10, 2018 4:29:11 PM

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Dear Board of Supervisors,

My name is Tej Dattani. I am a father of 2 young children – a 3 year old and a 1 year old. I have lived and worked in the Mission for many years, and there are not many food establishments that I feel comfortable taking my young family to. The open space at 701 Valencia has been an amazing service to our community – it is a place where my children can be free to act like children; where we can dine as a family, feel safe, and enjoy not only our own company, but the company of others in our community. It is truly a family experience.

Senor Sisig has been a great addition to Valencia Street, and I am saddened by its closure – where else can we find quality and healthy Filipino food? Valencia Street and Mission Street offer a variety of dining experiences, however, with the loss of Senor Sisig, the community has truly lost a voice.

I frequent the taqueria El Buen Sabor (across the street from 701 Valencia) often, and I can say from personal experience that Senor Sisig is not competition. If anything, Senor Sisig draws more people to the area! I truly hope you will reconsider your position regarding Senor Sisig – it is already difficult enough to raise a family in San Francisco, and losing a community space such as the one we had at 701 Valencia Street is a step in the wrong direction.

I wish I could attend the hearing on Tuesday May 15<sup>th</sup>, but in my absence I hope this letter serves as my voice.

Sincerely,

Tej Dattani

**From:** Megan Labrador  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Ryen Motzek  
**Subject:** 701 Valencia - Can't we work together?  
**Date:** Thursday, May 10, 2018 2:43:26 PM

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Dear Hillary,

My name is Megan Labrador I am a Filipino American and a proud long-term resident of San Francisco. I am also the wife of the project sponsor Ryen Motzek. This project started with a vision to utilize an empty lot to help the community, it was an idea that we could bring more opportunity for small business in the neighborhood, a place where community could gather, a place run by folks who are not in it for the money, but real members of the community supporting the values we all hold dear – not to take these things away.

A little about Ryen and myself are that both come from broken homes, we both had alcoholic parents who could not put food on the table or cover the electricity bills, we battled adversity, put ourselves through school and now dedicate our lives to helping folks who are going through their own challenges. We are not rich, we are not privileged and we believe in doing the right thing.

Throughout this process I have been continuously baffled. I have been there from the beginning and I have seen the deck stacked against Ryen and Evan in the most unfair and manipulating way. It was recommended by the planning department to apply for a conditional use permit, one they didn't necessarily need because they already had a legal temporary permit. Seeing this as a chance to build something with a lot of potential they went for it. They then took it upon themselves to meet with the community, even made changes to their original plan to meet the needs of the folks opposing the project. Ryen and Evan went far and beyond to follow the due process, and have been met with nothing, but lies and disappointment. They were told if they followed the due process, obtained supportive letters from the community and had a letter of approval from the planning department they would have a strong chance to get this vision off the ground. When it came time for the initial hearing, this trust in the process crumbled beneath them. The planning commission did not appear to have read the approval packet, they made culturally insensitive comments and unanimously shut down the project – when reviewing the video of the hearing it almost appeared that they came into the room with this decision already made. I can see that there are deeper politics at play, but the reasoning given by the commission hurt not only as a Filipino, but also as someone who is deeply involved in small business, the community and doing the right thing.

When the decision was made to appeal the Planning Commission's decision, I went out with Ryen and collected signatures. People invited us into their homes and we knew then that a huge portion of the community was supporting our efforts – even if the very few folks determining the future of this were not. During a time when working class jobs are needed more than ever, we knew from the conversations we were having with the community that the vision for this unused space was the right thing.

We now realize that we have stepped into something complicated, but the request is simple: please allow Señor Sisig to continue serving food at 701 Valencia. I encourage you to take a good look at the planning commission's reasoning, because if their ruling is really based on Filipino food being too similar to the other local offerings and a food truck, operating on private property, being "too low of a bar for entry" sets an unfair advantage for the wealthy and little to no hope for any small business. If the opposition was willing to meet with Ryan and Evan again they would see the simplicity of this request, and I honestly believe would not be spending their energy fighting this.

I encourage you to as a person who stands up for what is right to also take a look at what is being asked. Allowing Señor Sisig to continue serving food at 701 Valencia is a request that does not hurt any group or individual. It creates low- to middle-income job creation and supports a underrepresented

community — one I am personally very proud of.

Thank you greatly for taking the time to read this.

Sincerely,

Megan Labrador

**From:** Max Marttila  
**To:** BOS Legislation, (BOS); Ronen, Hillary; Beinart, Amy (BOS)  
**Cc:** Sheehy, Jeff (BOS); Cohen, Malia (BOS); Kim, Jane (BOS); BreedStaff, (BOS); Tang, Katy (BOS); Peskin, Aaron (BOS); Stefani, Catherine (BOS); Fewer, Sandra (BOS); Breed, London (BOS); Safal, Ahsha (BOS); Yee, Norman (BOS)  
**Subject:** Save Senor Sisig in The Mission  
**Date:** Thursday, May 10, 2018 2:14:39 PM  
**Attachments:** Senorsisigletter.docx

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Re: Title: 701 Valencia Street Appeal (File Number: 180403)

Dear Hillary and the Board of Supervisors,

My name is Max Marttila and I'm a local community muralist and have done a lot of work throughout the city painting walls with youth. This letter is in support of Senor Sisig and their efforts to keep Filipino food available in the Mission District. Senor Sisig is a favorite amongst San Francisco locals and provides a style of cuisine that isn't easily accessible, even in a city with a huge Filipino population. I can also attest that they've been a supporter of local arts and have even given associates of mine a creative platform with proper compensation. As artists and protectors of culture we at Precita Eyes Muralists appreciate what Senor Sisig offers to our Mission district community.

We support the use of the parking lot at 701 Valencia to accommodate Senor Sisig and their service to the neighborhood. Senor Sisig does not represent the interests of gentrification. They represent the heart of San Francisco and celebrate our diversity! We would like to see the lot stay in the interests of the local mission community and not be turned into a condominium or another empty lot.

Senor Sisig is the last of a dying breed and clearly represents a dwindling cultural movement in San Francisco. Please take this into consideration to save Senor Sisig in the Mission!

Sincerely

Max Marttila

Youth Instructor/Community Muralist

Precita Eyes Muralists