

FILE NO: 180650

Petitions and Communications received from June 4, 2018, through June 11, 2018, for reference by the President to Committee considering related matters, or to be ordered filed by the Clerk on June 19, 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 Public Works, pursuant to Ordinance No. 29-18, submitting contract awarded for furniture, fixtures and equipment for navigation center locations. File No. 180032. Copy: Each Supervisor. (1)

From Public Works, pursuant to Resolution No. 444-17, submitting executed contract No. 1000009420. File No. 171256. (2)

From The Office of the Mayor, pursuant to Charter, Section 3.100, designating Supervisor Catherine Stefani as Acting-Mayor from Saturday, June 8, 2018, at 5:30 p.m. until Monday, June 18, 2018, at 7:50 p.m. Copy: Each Supervisor. (3)

From Michael Wright, regarding ranked choice voting. Copy: Each Supervisor. (4)

From Toyer Grear, submitting an appeal for Central SOMA Plan. File No. 180654 Copy: Each Supervisor. (5)

From concerned citizens, regarding Clipper Cove. File No. 180331. 7 letters. Copy: Each Supervisor. (6)

From the Department of Aging and Adult Services, submitting the Community Living Fund Annual and Sixth Month report. Copy: Each Supervisor. (7)

From Louise Bea, regarding a Type-48 on-sale general public premises liquor license for Executive Order at 868 Mission Street. Copy: Each Supervisor. (8)

From Serina Calhoun, regarding proposed legislation to streamline affordable housing project review by eliminating a Planning Commission Discretionary Review hearing for 100% affordable housing projects. File No. 180423. Copy: Each Supervisor. (9)

From Christine Harris, regarding crime. Copy: Each Supervisor. (10)

From concerned citizens, regarding renaming Phelan Avenue to Frida Kahlo Way. File No. 180371. 4 letters. (11)

From the San Francisco Public Library, pursuant to Administrative Code, Section 10.170-1(H), submitting a grant budget revision. Copy: Each Supervisor. (12)

From the Office of the Controller's City Services Auditor, submitting an audit of the 2012 Clean and Safe Neighborhood Parks General Obligation Bond expenditures. Copy: Each Supervisor. (13)

From the Office of the Mayor making the following nominations: Copy: Each Supervisor. (14)

- Pursuant to the Treasure Island Conversion Act of 1997 and the Treasure Island Development Authority Bylaws, Article V, the following nomination is to the Treasure Island Development Authority:
  - Christine Carr - Seat 1 - term ending April 28, 2022
- Pursuant to Ordinance No. 215-12, the following nomination is to the Redevelopment Successor Commission:
  - Carolyn Ransom-Scott - Seat 1 - term ending November 3, 2020
- Pursuant to California Health and Safety Code, Section 34179(a)(10) and Board of Supervisors Motion No. M12-09, the following nomination was made to the Oversight Board of the Successor Agency:
  - John Rahaim - Seat 3 - term ending January 24, 2022

From the Office of the Mayor, pursuant to Charter, Section 3.100(18), submitting the following appointments: Copy: Each Supervisor. (15)

- Joseph Sweiss - Human Rights Commission - term ending May 15, 2019
- Matthew Corvi - Small Business Commission - term ending January 6, 2022

From Clerk of the Board, submitting a memorandum from Mayor Mark E. Farrell, regarding Notice of Transfer of Functions, pursuant to Charter, Section 4.132, within the Executive Branch. Copy: Each Supervisor. (16)

From the Capital Planning Committee, pursuant to Administrative Code, Section 3.21, approving an Ordinance to amend Special Tax Financing Law and a Resolution of Intention to establish the City and County of San Francisco Special District No. 2018-1. Copy: Each Supervisor. (17)

From Shelly Carlberg, regarding Proposition F. Copy: Each Supervisor. (18)

From Calvin, regarding trash. Copy: Each Supervisor. (19)





May 25, 2018

Mayor Mark Farrell  
City and County of San Francisco  
City Hall, Rm. 200

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUN-6 AM 9:51

BY JB

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

Mr. Ben Rosenfield, Controller  
City and County of San Francisco  
City Hall, Rm. 316

Subject: Furniture, Fixtures and Equipment for Navigation Center locations

Dear Mayor Farrell, Members of the Board and Mr. Rosenfield:

Board of Supervisors Ordinance NO. 29-18, File NO. 180032 approved 03/01/18 authorizes San Francisco Public Works to enter into contracts without adhering to the Administrative Code or Environment Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to identified Shelter Crisis Sites.

San Francisco Public Works' internal order is attached for your reference, which explain the necessity for immediate action. Public Works has retained the services of IBEX Enterprises dba Resource Design Interiors. to immediately begin the work. The cost for the work is currently anticipated to be less than \$700,000.00.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mohammed Nuru", with a long horizontal line extending to the right.

Mohammed Nuru  
Director of Public Works

Enclosures: Board Resolution NO. 29-18, File NO. 180032

Public Works Order entitled, Emergency Declared and  
Award



Mark Farrell, Mayor  
Mohammed Nuru, Director

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)



**Public Works Order No: 187740**

**CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS  
EMERGENCY DECLARED AND CONTRACT AWARDED (Revised)**

**Board of Supervisors Ordinance NO. 29-18, File NO. 180032 approved 03/01/18** authorizes San Francisco Public Works to enter into contracts without adhering to the Administrative Code or Environment Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to identified Shelter Crisis Sites.

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

IBEX Enterprises dba Resource Design Interiors  
747 Front Street, Suite 100  
San Francisco, CA 94111

is hereby awarded a contract with a not-to-exceed value of **\$700,000.00** to provide furniture, fixtures and equipment for Navigation Center locations. The not-to-exceed scope of work 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:

IBEX Enterprises dba Resource Design Interiors

BDC: [Julia.laue@sfdpw.org](mailto:Julia.laue@sfdpw.org); [Andrew.Sohn@sfdpw.org](mailto:Andrew.Sohn@sfdpw.org); [Lourdes.Garcia@sfdpw.org](mailto:Lourdes.Garcia@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);

5/22/2018

5/22/2018

**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 [Shelter and Transitional Housing During Shelter Crisis - Selection of Sites; Waiver of Certain  
2 Requirements Regarding Contracting]

3 **Ordinance authorizing Public Works, the Department of Homelessness and Supportive**  
4 **Housing, and the Department of Public Health to enter into contracts without adhering**  
5 **to the Administrative Code or Environment Code provisions regarding competitive**  
6 **bidding and other requirements for construction work, procurement, and personal**  
7 **services relating to identified Shelter Crisis Sites (1601 Quesada Avenue; 149 6th**  
8 **Street; 125 Bayshore Boulevard; 13th Street and South Van Ness Avenue, southwest**  
9 **corner; 5th Street and Bryant Street, northwest corner; Caltrans Emergency Shelter**  
10 **Properties; and existing City Navigation Centers and Shelters) that will provide**  
11 **emergency shelter or transitional housing to persons experiencing homelessness;**  
12 **authorizing the Director of Property to enter into and amend leases or licenses for the**  
13 **Shelter Crisis Sites without adherence to certain provisions of the Administrative**  
14 **Code; authorizing the Director of Public Works to add sites to the list of Shelter Crisis**  
15 **Sites subject to expedited processing, procurement, and leasing upon written notice to**  
16 **the Board of Supervisors, and compliance with conditions relating to environmental**  
17 **review and neighborhood notice, and approval by resolution of the Board of**  
18 **Supervisors, except that no resolution shall be required where the proposed site is**  
19 **located in a supervisorial district that has no Shelter Crisis Sites;** affirming the  
20 Planning Department's determination under the California Environmental Quality Act;  
21 and making findings of consistency with the General Plan, and the eight priority  
22 policies of Planning Code, Section 101.1.

23  
24 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
25 **Additions to Codes** are in single-underline italics Times New Roman font.  
**Deletions to Codes** are in ~~strikethrough italics Times New Roman font~~.  
**Board amendment additions** are in double-underlined Arial font.

1                    **Board amendment deletions** are in ~~strikethrough Arial font~~.  
2                    **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
3                    subsections or parts of tables.

4  
5                    Be it ordained by the People of the City and County of San Francisco:

6                    Section 1. Environmental and Land Use Findings.

7                    (a)     The Planning Department has determined that the actions contemplated in this  
8                    ordinance comply with the California Environmental Quality Act (California Public Resources  
9                    Code Sections 21000 et seq.). Said determination is on file with the Clerk of the Board of  
10                    Supervisors in File No. 180032 and is incorporated herein by reference. The Board affirms  
11                    this determination.

12                    (b)     The Planning Department has determined that the actions contemplated in this  
13                    ordinance are consistent, on balance, with the City's General Plan and eight priority policies of  
14                    Planning Code Section 101.1. The Board adopts these findings as its own. A copy of this  
15                    determination is on file with the Clerk of the Board of Supervisors in File No. 180032, and is  
16                    incorporated herein by reference.

17                    Section 2. Background and General Findings.

18                    (a)     California Government Code Sections 8698 through 8698.2 authorize the  
19                    governing body of a political subdivision, including the Board of Supervisors, to declare the  
20                    existence of a shelter crisis upon a finding by the governing body that a significant number of  
21                    persons within the jurisdiction are without the ability to obtain shelter, and that the situation  
22                    has resulted in a threat to the health and safety of those persons. These Government Code  
23                    provisions authorize the City and County of San Francisco (the "City") to suspend state or  
24                    local statutes, ordinances, and regulations setting housing, health, or safety standards for new  
25                    public facilities opened to homeless persons in response to the shelter crisis, to the extent that



1 strict compliance would prevent, hinder, or delay the mitigation of the shelter crisis, and allow  
2 the City to enact its own standards for the shelters that ensure basic public health and safety.

3 (b) In Ordinance No. 57-16, enacted on April 22, 2016, the Board of Supervisors  
4 found that a significant number of persons within the City lack the ability to obtain shelter,  
5 which has resulted in a threat to their health and safety. For that reason, and based on  
6 factual findings set forth in that ordinance, the Board of Supervisors declared the existence of  
7 a shelter crisis in the City in accordance with California Government Code Sections 8698  
8 through 8698.2.

9 (c) Consistent with California Streets and Highways Code Section 104.16, enacted  
10 on October 15, 2017, and effective on January 1, 2018, any airspace adjacent to or under a  
11 freeway, or real property acquired for highway purposes in the City that is not excess property  
12 ("Caltrans Emergency Shelter Property"), shall be offered for lease on a right of refusal by the  
13 California Department of Transportation ("Caltrans") to the City for purposes of an emergency  
14 shelter, with a lease amount of \$1 per month, provided the City follows all applicable health,  
15 environmental, safety, design, and engineering standards.

16 (d) According to the January 2017 Point in Time Homeless Count administered by  
17 the Department of Homelessness and Supportive Housing, there were approximately 7,499  
18 people experiencing homelessness in San Francisco on a single night. Of those persons,  
19 58% were unsheltered, 21% were under the age of 25 years, 33% identified as female, and  
20 32% were over the age of 51 years with attendant deteriorating physical and mental health.

21 (e) On November 28, 2017, Mayor Lee declared a goal of transitioning 1,000 people  
22 off the streets of San Francisco before the end of winter. The City's ability to meet this goal,  
23 which will require the rapid execution of construction contracts, is threatened by current  
24 market conditions for construction projects. The Bay Area is experiencing an unprecedented  
25 construction boom. As a result, contractors may have the ability to forgo government projects

1 if they have extensive and prolonged administrative requirements. In addition, the tragic  
2 wildfires that occurred in Northern California in October 2017 have increased the demand for,  
3 and limited the availability of, many construction contractors.

4 (f) The unique challenge of erecting temporary shelters presents contracting  
5 challenges that are not present in other contexts. For example, some items to be procured,  
6 such as large tents, are only available from one vendor, and that vendor requires that its  
7 specially trained staff or subcontractors erect the tents.

8 (g) City departments have identified sites where potential temporary shelters,  
9 including emergency shelters, navigation centers, transitional housing, and stabilization rooms  
10 may be located, constructed, or expanded ("the Shelter Crisis Sites"). The Shelter Crisis Sites  
11 are:

12 (1) Jelani House, a transitional housing site located at 1601 Quesada  
13 Avenue, which has the potential to provide temporary housing to 25 women experiencing  
14 homelessness, with priority given to pregnant and medically vulnerable women;

15 (2) The Minna Lee Hotel, a single room occupancy hotel located at 149 6th  
16 Street, which has the potential to provide temporary supportive housing to up to 70 persons;

17 (3) A commercial property located at 125 Bayshore Boulevard, which has the  
18 potential for use as a shelter or navigation center for up to 125 persons experiencing  
19 homelessness;

20 (4) A lot owned by Caltrans, located under the freeway at the southwest  
21 corner of 13th Street and South Van Ness Avenue, which has the potential for use as a  
22 shelter or navigation center for up to 125 persons experiencing homelessness;

23 (5) A lot owned by Caltrans, located under the freeway at the northeast  
24 corner of 5th and Bryant Streets, which has the potential to provide shelter to up to 88  
25 persons experiencing homelessness, including designated spaces for women;

1 (6) Caltrans Emergency Shelter Properties; and

2 (7) The sites of all existing Navigation Centers, as defined in Chapter 106 of  
3 the Administrative Code, except those Navigation Centers located at 1950 Mission Street and  
4 1515 South Van Ness Avenue, and all existing Shelters, as defined in Article XIII of Chapter  
5 20 of the Administrative Code. A list of existing Navigation Centers and Shelters subject to  
6 this ordinance is included in Board File No. 180032.

7 (h) In light of the state and local findings of a continuing and worsening shelter  
8 crisis, the large and increasing number of unsheltered individuals who often occupy public  
9 spaces and streets, and the continuing and worsening threats to the health and safety of  
10 those persons affected by the crisis, the Board of Supervisors finds that the City must  
11 continue to establish a citywide network of homeless services and sites to offer services,  
12 including homeless shelters, navigation centers, and transitional housing, in order to  
13 expeditiously offer resources to individuals experiencing homelessness, and that such  
14 services should be offered in locations and at levels that meet the needs that exist throughout  
15 the City. Further, in light of the urgency of the shelter crisis, the immediate availability of  
16 several sites on which emergency shelter and transitional housing could be constructed, and  
17 the challenging market conditions that limit the availability of construction contractors, the  
18 Board of Supervisors finds that the Shelter Crisis Sites qualify as public facilities per California  
19 Government Code 8698(c) and that the City must take steps to facilitate the expeditious  
20 award of contracts to complete repairs, improvements, or expansions of the Shelter Crisis  
21 Sites to provide shelter to homeless persons, and to procure goods and services relating to  
22 such properties.

23  
24 Section 3. Contracting Authority; Waiver of Certain Municipal Code Requirements.  
25



1 (a) Notwithstanding any provision of the Municipal Code, the Department of Public  
2 Works, the Department of Public Health, and the Department of Homelessness and  
3 Supportive Housing may enter into contracts, including grants, to provide professional and  
4 other services to assist the City in the repair or improvement of the Shelter Crisis Sites, and  
5 contracts, including grants, to provide services or to procure goods or materials relating to the  
6 operation of those sites, or to meet the needs of individuals housed at the Shelter Crisis Sites,  
7 without competitive bidding or adherence to the requirements of Administrative Code  
8 Chapters 6, 12B, 14B, and 21, and the Environment Code. Once having entered into such  
9 contracts, the City department shall also have the authority to enter into such contract  
10 additions or amendments that it determines are in the best interests of the City and are  
11 necessary or advisable to effectuate the intent of this ordinance. This authority under this  
12 ordinance to enter into or add to or amend contracts shall expire on March 1, 2019.

13 (b) To the extent not previously authorized by the Board of Supervisors, the Director  
14 of Property shall have the authority to enter into and amend leases or licenses for the Shelter  
15 Crisis Sites without adherence to the requirements of Administrative Code Chapters 12B,  
16 14B, and 23, provided that the Director of Property determines that the terms are reasonable  
17 and the lease or license term does not extend for more than 12 months. This authority under  
18 this ordinance to enter into and amend leases or licenses shall expire on March 1, 2019.

19 (c) Nothing in this ordinance is intended to reduce or limit the existing contracting  
20 authority of any City department or official.

21  
22 Section 4. Additional Shelter Crisis Sites.

23 (a) The provisions of Section 3 of this ordinance apply to the Shelter Crisis Sites  
24 identified in Section 2. The Director of Public Works, in consultation with the Director of the  
25 Department of Homelessness and Supportive Housing, the Director of Property, and other

1 City officials, may identify additional Shelter Crisis Sites that shall be subject to the provisions  
2 of Section 3 of this ordinance, provided that:

3 (1) The Director of Public Works provides written notice to the Board of  
4 Supervisors of the proposed site, which notice shall include whether the site is City-owned or  
5 owned by another person or entity;

6 (2) If the site is not owned by the City, then the notice to the Board shall  
7 include the name of the owner and the proposed lease or license terms for the City's use of  
8 the site;

9 (3) The Director of Public Works confirms that the site can be used to provide  
10 temporary shelter for up to one year for persons experiencing homelessness, and the Director  
11 of Property confirms that the proposed lease or license terms (if applicable) are reasonable;

12 (4) The Planning Department determines that any required environmental  
13 review has been completed and made available for review by the Director of Public Works,  
14 and that the use of the site as contemplated is in conformance with the City's General Plan  
15 and the Eight Priority Policies of Planning Code Section 101.1; and

16 (5) The City has complied with the requirements of Administrative Code  
17 Chapter 79 (Citizens' Right-to-Know Act of 1998) and Chapter 79A and has engaged in a  
18 thorough community outreach process that includes, at a minimum, written notice to  
19 neighbors located within 300 feet of the Shelter Crisis Site, information about how neighbors  
20 may provide input into the proposed programming at the Shelter Crisis Site, and the hosting of  
21 one community meeting, and no contract for the use of the site is entered into for 30 days  
22 following the posting of the required notice on the site; and

23 (6) The Board of Supervisors approves by resolution the addition of the  
24 identified Shelter Crisis Site, provided, however, that no resolution shall be required if the  
25

1 additional Shelter Crisis Site identified under subsection (a) is located in a supervisorial district  
2 that does not already have a Shelter Crisis Site within its boundaries.

3 (b) Upon satisfaction of the conditions in subsection (a):

4 (1) The Department of Public Works, the Department of Public Health, and  
5 the Department of Homelessness and Supportive Housing may enter into and amend  
6 contracts as set forth in Section 3(a) of this ordinance with respect to the Shelter Crisis Site;  
7 and

8 (2) The Director of Property may enter into and amend leases or licenses as  
9 set forth in Section 3(b) of this ordinance with respect to the Shelter Crisis Site.

10  
11 Section 5. Implementation.

12 (a) Before opening a shelter, Navigation Center, transitional housing program, or  
13 stabilization rooms at a Shelter Crisis Site, the Director of the Department of Homelessness  
14 and Supportive Housing, or his or her designee, in consultation with the member of the Board  
15 of Supervisors who represents the district in which the Shelter Crisis Site is located, shall  
16 conduct a thorough community outreach process that includes, at a minimum, written notice to  
17 neighbors located within 300 feet of the Shelter Crisis Site, information about how neighbors  
18 may provide input into the proposed programming at the Shelter Crisis Site, and the hosting of  
19 one community meeting.

20 (b) Before opening a shelter, Navigation Center, transitional housing program, or  
21 stabilization rooms at a Shelter Crisis Site, the Director of the Department of Homelessness  
22 and Supportive Housing, or his or her designee, shall adopt a site-specific Health, Sanitation,  
23 and Security Plan that will adequately address: 1) the outreach efforts that will be made to  
24 persons experiencing homelessness in the area surrounding the Shelter Crisis Site; 2) the  
25 steps that will be taken to ensure that the area surrounding the Shelter Crisis Site remains

1 clean and sanitary; and 3) the steps that will be taken to protect the safety of persons and  
2 properties located near the Shelter Crisis Site.

3 (c) By no later than February 28, 2019, the Director of the Department of  
4 Homelessness and Supportive Housing, or his or her designee, shall submit to the Mayor and  
5 the Board of Supervisors a report that describes the number of persons that were served by  
6 programs at the Shelter Crisis Sites between the enactment of this ordinance and the date of  
7 the report.

8 (d) Section 5 shall expire by operation of law on March 1, 2019.

9  
10 Section 6. Severability.

11 If any section, subsection, sentence, clause, phrase, or word of this ordinance, or any  
12 application thereof to any person or circumstance, is held to be invalid or unconstitutional by a  
13 decision of a court of competent jurisdiction, such decision shall not affect the validity of the  
14 remaining portions or applications of the ordinance. The Board of Supervisors hereby  
15 declares that it would have passed this ordinance and each and every section, subsection,  
16 sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to  
17 whether any other portion of this ordinance or application thereof would be subsequently  
18 declared invalid or unconstitutional.

19  
20 Section 7. Promotion of the General Welfare.

21 In enacting and implementing this ordinance, the City is assuming an undertaking only  
22 to promote the general welfare. It is not assuming, nor is it imposing on its officers and  
23 employees, an obligation for breach of which it is liable in money damages to any person who  
24 claims that such breach proximately caused injury.

1           Section 8. Effective Date; Retroactive Operation; Ratification of Prior Acts.

2           (a)    This ordinance shall become effective 30 days after enactment. Enactment  
3 occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or  
4 does not sign the ordinance within ten days of receiving it, or the Board of Supervisors  
5 overrides the Mayor's veto of the ordinance.

6           (b)    This ordinance shall apply retroactively to all actions taken by City officials or  
7 City agencies or entities in connection with the procurement of construction and/or  
8 professional services at the Shelter Crisis Sites since January 1, 2018.

9           (c)    The Board of Supervisors hereby ratifies and confirms all actions taken by City  
10 officials or City agencies in connection with the procurement of construction and/or  
11 professional services at the Shelter Crisis Sites.

12  
13 APPROVED AS TO FORM:  
14 DENNIS J. HERRERA, City Attorney

15 By:



16 ANNE PEARSON  
17 Deputy City Attorney

18  
19  
20  
21  
22  
23  
24  
25  
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**City and County of San Francisco**  
**Tails**  
**Ordinance**

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

**File Number:** 180032

**Date Passed:** February 27, 2018

Ordinance authorizing Public Works, the Department of Homelessness and Supportive Housing, and the Department of Public Health to enter into contracts without adhering to the Administrative Code or Environment Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to identified Shelter Crisis Sites (1601 Quesada Avenue; 149-6th Street; 125 Bayshore Boulevard; 13th Street and South Van Ness Avenue, southwest corner; 5th Street and Bryant Street, northwest corner; Caltrans Emergency Shelter Properties; and existing City Navigation Centers and Shelters) that will provide emergency shelter or transitional housing to persons experiencing homelessness; authorizing the Director of Property to enter into and amend leases or licenses for the Shelter Crisis Sites without adherence to certain provisions of the Administrative Code; authorizing the Director of Public Works to add sites to the list of Shelter Crisis Sites subject to expedited processing, procurement, and leasing upon compliance with conditions relating to environmental review and neighborhood notice, and approval by resolution of the Board of Supervisors, except that no resolution shall be required when the proposed site is located in a supervisorial district that has no Shelter Crisis Sites; affirming the Planning Department's determination under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

February 01, 2018 Budget and Finance Committee - AMENDED

February 01, 2018 Budget and Finance Committee - AMENDED

February 01, 2018 Budget and Finance Committee - RECOMMENDED AS AMENDED..

February 13, 2018 Board of Supervisors - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

Ayes: 11 - Breed, Cohen, Fewer, Kim, Peskin, Ronen, Safai, Sheehy, Stefani, Tang and Yee

February 13, 2018 Board of Supervisors - PASSED ON FIRST READING AS AMENDED

Ayes: 11 - Breed, Cohen, Fewer, Kim, Peskin, Ronen, Safai, Sheehy, Stefani, Tang and Yee

February 27, 2018 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Breed, Cohen, Fewer, Kim, Peskin, Ronen, Safai, Sheehy, Stefani and Yee

Excused: 1 - Tang

File No. 180032

I hereby certify that the foregoing  
Ordinance was FINALLY PASSED on  
2/27/2018 by the Board of Supervisors of  
the City and County of San Francisco.

  
\_\_\_\_\_  
Angela Calvillo  
Clerk of the Board

  
\_\_\_\_\_  
Mark E. Farrell  
Mayor

  
\_\_\_\_\_  
Date Approved





---

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

## **MODULAR TRAILERS AT NAVIGATION CENTERS**

**CONTRACT NO. 1000009420  
PW MDLR TRLRS AT NAV CTRS**

### **ATTACHMENT A: PROJECT MANUAL**

**DECEMBER 2017**

---

Each Bid shall be enclosed in an envelope bearing the description:  
"BID FOR MODULAR TRAILERS AT NAVIGATION CENTERS  
(San Francisco Public Works Contract No. 1000009420)".

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## SECTION 00 01 10

## TABLE OF CONTENTS

Section No.Section Title**PROCUREMENT AND CONTRACTING GROUP*****Introductory Information***

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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 45 82

## CERTIFICATION OF PRIME CONTRACTOR REGARDING DEBARMENT AND SUSPENSION\*

The Prime Contractor, by signing the attached Bid Form, under penalty of perjury, certifies that, except as noted below, the Prime Contractor and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government agency;
2. have not within a 3-year period preceding this Bid been convicted of or had a civil judgment rendered against us for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item 2 above; and
4. have not within a 3-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.
5. Where the Prime Contractor is unable to certify to any of the statements in this certification because it currently violates or has previously violated the above conditions 1 to 4, such prospective participant shall provide a description of each instance of violation and attach an explanation to this Bid. The Prime Contractor declares the following exceptions to the above representations: *(If there are exceptions to this Certification, insert the exceptions in the space provided below.)*

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Exceptions will not necessarily result in denial of award of the Contract, but will be considered in determining Prime Contractor responsibility. For each exception noted above, Prime Contractor shall indicate below to whom it applies, name of the government entity and dates of action:

<u>Exception</u>	<u>Person</u>	<u>Government Entity</u>	<u>Dates Inclusive</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

*\*Fulfills requirements of Title 49, CFR, Part 29*

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

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:

**MODULAR TRAILERS AT NAVIGATION CENTERS  
(San Francisco Public Works Contract No. 1000009420)**

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 182 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 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.

### **13.03 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 inclusion 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 re-submit 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/RFI's
  - 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/RFI's
- 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. Amend Subparagraph 3.06B with the following new sub-subparagraphs:
  - "3. Permits to be secured and paid for by Contractor that may be required to perform the Work include, but are not limited to, the following:
    - a. Excavation, street space, side sewer, night noise, and street improvement permits from the San Francisco Public Works, Bureau of Street-Use and Mapping, 1155 Market Street, 3<sup>rd</sup> Floor, San Francisco, telephone (415) 554-6201. Refer to Section 00 73 27 - Specific Project Requirements for excavation code requirements.
    - b. Electrical, plumbing and mechanical permits from the Department of Building Inspection, 1660 Mission Street, telephone (415) 558-6506.
    - c. Special traffic permits from the Department of Parking and Traffic, Engineering Division, 1 So. Van Ness Avenue, 7<sup>th</sup> Floor, San Francisco, telephone (415) 701-4500.

- d. Construction Site Runoff Control Permit from the San Francisco Public Utilities Commission, Wastewater Enterprise, Collection System Division, 3801 3rd Street, Suite 600, San Francisco, telephone (415) 695-7321 or (415) 695-7339, or San Francisco Permit Center, 1660 Mission Street, San Francisco.
  - e. Combustible or flammable liquids permit from the San Francisco Fire Department.
  - f. Hazardous materials storage permit from the San Francisco Public Health Department, Hazardous Materials Division.
4. Within 7 calendar days after Notice to Proceed and after receipt of the notice of issuance by the City's Department of Building Inspection, Contractor shall pick up the building permit and an approved set of Drawings and Specifications from the Department of Building Inspection.
5. The City has obtained the permit(s) or agreement(s) for the Project named in Section 00 73 01. The requirements, conditions and restrictions set forth in said permit(s) or agreement(s) that apply to construction of the Project are hereby incorporated as Contract Documents. Copies of said permit(s) or agreement(s) are appended to these Supplementary Conditions as Section 00 73 01. Contractor shall comply with all such requirements, conditions and restrictions and shall be responsible for all costs, penalties and delays resulting from Contractor's failure to comply with such requirements, conditions or restrictions. "

B. 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."

1.6 ARTICLE 11

A. DELETE Subparagraph 11.03 in its entirety.

END OF SECTION

SECTION 00 73 01

PERMITS AND AGREEMENTS

Attached herewith are the following permits and agreements obtained for the Work by the City:  
1.

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 **182** 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.
  - 3. Interim Milestones: Contractor shall complete Construction Work at the locations within the Construction Time Limits as specified in paragraph 1.7 of Section 01 11 00 - Summary of 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 one thousand five hundred 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.
  - 1. Interim Milestones: The City and Contractor agree as liquidated damages for delay (but not as a penalty), that the Contractor shall pay the City and County of San Francisco the sum of one thousand five hundred dollars (\$1,500) for each calendar day that transpires with the Construction Work not Completed within the Construction Time Limits of each location as specified in paragraph 1.7 of Section 01 11 00 - Summary of Work.
- B. In addition, Contractor shall pay the sum of seven hundred fifty dollars (\$750.00) 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 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 modular building design and fabrication for three project sites: Division Circle Navigation Center, 224 South Van Ness Avenue; 5<sup>th</sup> and Bryant Navigation Center, 680 Bryant Street, and 125 Bayshore Boulevard Navigation Center in San Francisco, California, all as shown on the drawings and as specified in these Specifications.

## 1.2 PROJECT DESCRIPTION

- A. Building Manifest:

5<sup>th</sup> and Bryant project buildings:

One - 8x20 Laundry building  
One - 13x40 Shower building  
One - 24x40 Community Room building  
Four - 24x40 Dormitory buildings  
One - 12x40 Restroom building  
Two - 12x60 Office buildings  
One - 8x20 Reception/Check In building  
Three - 8x20 Office buildings  
One - 8x20 Ground Level Office building

Division Circle project buildings:

One - 13x40 Shower building  
One - 12x40 Restroom building

125 Bayshore project buildings:

One - 13x40 Shower building  
One - 12x40 Restroom building

- B. Building Improvement Work includes, but not limited to:

1. Floor Construction:
  - (a) Bottom Board Barrier
  - (b) R-19 Insulation
  - (c) 2" x 8" Floor Joists 16" O.C.
  - (d) 3/4" T & G Floor Decking
  - (e) Sheet Vinyl Flooring Throughout All Buildings
2. Exterior Walls:
  - (a) 2" x 4" Studs 16" O.C.
  - (b) R-15 Insulation
  - (c) 7/16" L.P. 'Smart Panel' Woodgrain Siding

3. Interior Construction:
  - (a) 2" x 4" Studs 16" O.C.
  - (b) 2" x 6" Studs at Plumbing Walls
  - (c) Interior - 1/2" Vinyl Covered Gypsum Wallboard
  - (d) Waterproof Wainscot in Restrooms per Code
  - (e) Cabinets and Countertop at Community Room
4. Roof Construction:
  - (a) Pitched Roof System 1/4" in 12" Pitch
  - (b) 2" x 10" Roof Joists 16" O.C.
  - (c) 7/16" Plywood Roof Sheathing or Equal
  - (d) 2' x 4' Suspended Acoustical T-Grid Ceiling
  - (e) R-30 Insulation
  - (f) .045 mil. Single Ply Membrane Roofing
  - (g) Gutters and Downspouts
5. Doors and Windows:
  - (a) 36" x 80" Exterior Metal Door/Metal Frame
  - (b) 72" x 80" Double Exterior Steel Door/Steel Frame
  - (c) Door Closers, Deadbolt, and Passage Lockset Exterior
  - (d) 36" x 80" Hollow Core Interior Doors – 'Timely' Frame
  - (e) 4/0 x 3/0 Bronze Frame, Horizontal Slider Windows
  - (f) 2/0 x 4/6 Bronze Frame, Horizontal Slider Windows
  - (g) Horizontal Mini-blinds
- C. Site Improvement Work includes, but not limited to:
  1. Pier and Pad on Grade Setup w/ Tiedowns
  2. Skirting to Match Siding
- D. Electrical Work includes, but not limited to:
  1. Single Phase 120/240 Volt Load Centers w/Main
  2. Conduit Raceway Throughout
  3. 2' x 4' Diffused, Recessed LED Lighting
  4. Exterior Entrance Lights Over Doors
  5. Occupancy Sensors
  6. Stand-alone Fire Alarm System – Monitoring by San Francisco
  7. Duplex Receptacles
  8. GFCI Receptacles
  9. Telephone J-Boxes with Conduit Stub
- E. Water Work includes, but not limited to:
  1. Copper Supply, ABS Drain, Waste and Vent
  2. Flush Valve Water Closets
  3. Flush Valve Handicap Water Closets
  4. Steel Modesty Partitions
  5. Wall-hung Lavatory
  6. Urinal with Flush Valve
  7. Stainless Steel One-Compartment Kitchen sink
  8. EEMAX Point of Use Water Heater or Equal @ Lavatory/Kitchen Sink
  9. (2) 80 Gallon Hybrid Water Heaters @ Shower Unit
  10. Water Heater @ Laundry
  11. Washing Machine Boxes



12. Dryer Vents
13. Fiberglass Shower Stall with Curtain, 2 are ADA Stalls
14. Toilet Paper Holder
15. Mirror at Each Lavatory
16. Pair Grab Bars @ ADA Stalls
17. Plumbing to Single Point of Connection at Edge of Trailer, per Trailer
18. Fire Sprinklers, Interior Piping and Heads.
19. Stub out at Each Trailer for riser and connection by others

- F. Mechanical Work includes, but not limited to:
1. Wall Mount Heat Pump(s) w/ Auxiliary Heat
  2. Through Wall Units on 8x20s
  3. Overhead Ducted Supply w/Plenum Wall
  4. Overhead Ducted Return System w/Plenum Wall
- G. 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.
- H. 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 OTHER PROJECTS

- A. Contractor is hereby informed of the following projects that may be in conflict with this Contract. Contractor shall coordinate and schedule its Work with the other Contractors prior to construction work in accordance with Paragraph 5.02 - Coordination of the General Conditions.
1. 5<sup>th</sup> and Bryant Navigation Center: McGuire and Hester General Contractors will be performing remainder of work for this project including site grading, site and below-grade utilities, landscaping, and wood decking that unifies modular buildings. Coordination with McGuire and Hester for site safety, sequencing of operations, deliveries, site grading, and utility tie-ins is imperative. McGuire and Hester primary contact is Jim Garnevicus, Project Manager, (510) 993-5606.

### 1.4 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.

#### 1.5 WORK RESTRICTIONS

- A. The Contractor shall provide site access for City Staff and for regularly scheduled garbage pickup at all times and all other activities as needed.
- B. 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.

#### 1.6 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.

#### 1.7 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. Once construction begins at a location, all work must be completed. Each location is given a construction duration for the Contractor to complete all work continuously from start to final.
- C. The maximum duration of construction work at each location shall not exceed the durations tabulated below. The duration shall include completion of Final and completion of punch list for all work at the location.
- D. Interim Milestones and Locations

	Location	Maximum Continuous Construction Duration Calendar Day (CD)
1	Division Circle	137
2	5th and Bryant	176
3	125 Bayshore	182

Failure to complete all construction at each location within the allotted time will result in liquidated damages. Refer to Section 00 73 02 – Contract Time and Liquidated Damages.m

- E. 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.
- F. 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.
- G. The Contractor shall coordinate all work activities with McGuire and Hester General Contractors.

#### 1.8 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.67, except as specified otherwise in these Specifications.
- D. The Contractor shall not commence site work prior to receiving the Engineer's approval of the Construction Schedule. No Work shall commence prior to the approval of applicable traffic control plans, storage and parking plans, and flagger resumes and certificates.

The Contractor will be levied damages, as specified in Section 00 73 03 - Additional Liquidated Damages for delay of Work.

- E. 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.
- F. The Contractor shall coordinate all work activities with McGuire and Hester General Contractors.

#### 1.9 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.

#### 1.10 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.

#### 1.11 CITY'S USE OF EQUIPMENT PRIOR TO COMPLETION OF CONTRACT

- A. During the course of construction and before final acceptance of the work of the Contract, City personnel may be required to use various major systems and sub-systems installed under this Contract as provided in Paragraph 9.06 of the General Conditions.
- B. Such use or occupancy by City personnel will be limited to the starting and stopping of such systems, and Contractor shall be solely responsible to provide all interim repair and maintenance of such equipment as recommended by the equipment manufacturers. Contractor's responsibility for repair and maintenance shall continue from the date of beneficial use by the City of any equipment or system installed under this Contract until the date of the City's acceptance of Contractor's Application for Final Payment.
1. Submit a Certificate of Guarantee secured by Contractor's Performance Bond binding the Contractor to perform all repair and routine maintenance tasks as described above. Refer to Section 01 78 36 - Warranties.
  2. Provide written endorsement from Contractor's insurance carrier and Surety to the City Representative permitting the operation of equipment by City personnel as described above.
- C. Use and occupancy by the City shall not be deemed to constitute a waiver of claims on behalf of the City against the Contractor.
- D. The City will not accept any materials, equipment, systems or sub-systems furnished under this Contract which have been used by Contractor for construction purposes during the course of the Work.

#### 1.12 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, replanting and removal shall be coordinated with BUF (Bureau of Urban Forestry). Tree trimming and tree removal shall be part of incidental cost. Tree removal or relocation shall require a permit application and fee to BUF.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## 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 25 13

## PRODUCT SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for handling requests for substitutions.
- B. Related Sections:
  - 1. Section 00 49 18 - Request For Product Substitution Form
  - 2. Section 01 42 00 - References.

## 1.2 DEFINITIONS

- A. Substitution: The proposed change by Contractor of a product, equipment, or service required by the Contract Documents is considered to be a request for substitution. The following are not considered to be requests for substitution:
  - 1. Substitutions requested during the Bid period, and accepted by Addendum prior to opening of bids, are included in the Contract Documents and are not subject to the requirements specified in this Section.
  - 2. Revisions to the Contract Documents requested by the City.
  - 3. Specified options of products and construction methods included in the Contract Documents.
  - 4. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

## 1.3 REQUIREMENTS

- A. Contractor's Total Bid Price for the work of this Contract shall be based on products, equipment items, or services listed by manufacturer's or supplier's name in the Technical Specifications.
- B. For a product or manufacturer which is not specifically named, submit request for substitution. Where the terms "or equal", or "or approved equal," or similar references are used, submit request for substitution for product or manufacturer not specifically indicated or named in the Specifications.
- C. Deviations from the Plans or Specifications shall not be the basis for any extra charges above the original Bid Price for the work. Substitution requests shall not be the basis for extra charges above Contractor's Bid Price for the work.
- D. Contractor shall bear the cost of making all mechanical, electrical, structural, utility, or other changes required to accommodate the proposed substitution.
- E. Substitutions described in this Section shall not be construed as submittals as described in Section 01 33 00 - Submittal Procedures.

## 1.4 SUBSTITUTIONS BY CONTRACTOR

- A. Not later than 10 calendar days before the bid opening, or within 10 calendar days after the date of Award, the Contractor shall submit a complete typewritten list of proposed substitutions including the substituted manufacturer's name, trade name, and model

number (use Section 00 49 18). During the above time period, the City will consider formal requests for proposed substitutions only under the following conditions:

1. The burden of proof as to the type, function, and quality of proposed substitutions shall be upon the Contractor.
2. The City will determine the quality and utility of the Contractor's proposed substitutions. The City's decision shall be final.
3. The City may require the Contractor to furnish at the Contractor's expense, a special performance guarantee, or other surety with respect to any substituted product, equipment item, or service.
4. After the 10 calendar day period, requests will be considered only when a product becomes unavailable due to no fault of the Contractor. In such cases, all provisions of this Section shall continue to apply.
5. The City's costs for reviewing substitution requests submitted after the 10 calendar day period shall be deducted from progress payments due the Contractor. This charge will not apply in cases where the product, equipment item, or service has become unavailable due to no fault of the Contractor.
6. With respect to all cost savings afforded by Contractor's proposed substitution, if it should be necessary (due to product unavailability) to make a substitution of any product, equipment item or service after the 10 day limit described in Article 1.4, A, then fifty percent (50%) of such savings shall revert to the City and fifty percent (50%) shall revert to Contractor. All such savings shall be shown as a credit upon final negotiation of the actual Contract Lump Sum Price. Provide manufacturer's pricing information to document actual costs of the original and the substituted product(s).

B. Supporting Data: Provide complete data similar to that required for the product originally specified, including drawings, samples, literature, or detailed information sufficient to demonstrate that the proposed substitution is equal in quality and utility to the product or equipment originally specified.

1. Provide information regarding the effect of the substitution, if any, on the construction schedule.
2. Name and address of similar projects on which the substituted product or equipment has been used, and date of installation.
3. Complete breakdown of costs, indicating the amount to be deducted from the Contract Sum if the proposed substitution is accepted.
4. Signed statement that the proposed substitution is in full compliance with the Contract Documents and applicable regulatory requirements.
5. List of other work, if any, which may be affected by the substitution.
  - a. Contractor shall be responsible for the effect of a substitution upon related work, and pay the additional costs generated thereby, including the City design services associated therewith.
6. Information on availability of maintenance service and source of replacement materials.
7. Sample of manufacturer's standard form of warranty or guarantee for the proposed substitution.
8. Where required, itemize comparison of proposed substitution with product or equipment specified and list significant variations.
9. Submit data relating to changes in contract schedule.
10. Include accurate cost data comparing proposed substitution with product or equipment indicated or specified and amount of net change in Contract Sum.
  - a. Include costs to other Contractors and costs for revisions to Drawings, Details, or Specifications.
11. Provide complete details regarding changes in requirements for power or other support facilities, auxiliary equipment or structural modifications.

- C. Manufacturer's Product Modifications: Submit a request for substitution in accordance with the above if the specified product or equipment model has been modified or improved by the manufacturer. If approved, the substitution shall be at no additional cost to the City, and all cost savings shall be credited to the City.
- D. Substitutions will not be considered for acceptance when:
  - 1. They are indicated or implied on submittals without a formal request from Contractor.
  - 2. They are requested directly by a subcontractor or supplier.
  - 3. It is specifically stated: "No Substitutions".
- E. Substitutions required by inability to obtain products or equipment specified will not be acceptable grounds for increase in Contract Sum or time for completion of the Contract.
- F. Substitute products, equipment, or services shall not be ordered without written acceptance by the City.
- G. Notify the City at the time of request for substitution where use of substituted products, equipment, or services indicated or specified would delay completion of the Contract.

#### 1.5 QUALITY ASSURANCE

- A. Certify with each substitution request that Contractor:
  - 1. Has investigated the proposed substitution and determined that it is equal to or superior in all respects to the product or equipment indicated or specified.
  - 2. Will furnish the same warranty/guarantee or bond for the proposed substitution as for the product or equipment indicated or specified.
  - 3. Will coordinate the installation of an accepted substitution into the Work and make such other changes as required to complete the work in accordance with the Contract Documents and applicable regulatory requirements.
  - 4. Waives claims for additional costs associated with the substitution which may subsequently become apparent.
  - 5. Will pay costs of changes to Contract Documents required by accepted substitutions.

#### 1.6 PROJECT CONDITIONS

- A. The City will receive and consider Contractor's request for substitutions only under the following conditions as determined by the City. If the following conditions are not satisfied, the City will return the request without action except to record noncompliance with the requirements.
  - 1. The burden of proof as to the type, function, and quality of proposed substitutions shall be upon Contractor.
  - 2. The City will determine the quality and utility of Contractor's proposed substitutions. The City's decision shall be final.
  - 3. The City may require Contractor to furnish at Contractor's expense, a special performance guarantee, or other surety with respect to any substituted product, equipment, or service.
  - 4. Extensive revisions to the Contract Documents are not required.
  - 5. The substitution requested is consistent with the general intent of the Contract Documents.
  - 6. The request is timely, fully documented, and properly submitted.
  - 7. The specified product or equipment cannot be provided within the Contract Time as substantiated by written documentation from the supplier or vendor. The City will not consider the request if the product or equipment cannot be provided as a result of failure to execute the Work promptly or coordinate activities properly.

8. The specified product or equipment cannot receive necessary approval by a governing authority, and the requested substitution can be approved by the governing authority.
  9. The specified product or equipment cannot be coordinated with other specified products or materials, and where Contractor certifies that the proposed substitution can be coordinated.
- B. Failure of Contractor to provide substitution requests in a timely manner shall be sufficient cause for rejection by the City of any substitutions proposed.
- C. Contractor's submittal and the City's acceptance of shop drawings, product data, or samples for work not conforming to the requirements of the Contract Documents shall not constitute an acceptable or valid request for substitution, nor do they constitute approval.

#### 1.7 THE CITY'S ACTION

- A. All substitutions shall require written approval by the City.
- B. The City's approval of any substitution shall not relieve Contractor from compliance with all other requirements of the Contract Documents and for adequacy of the substituted items.
- C. It shall be understood that:
1. The City will determine whether or not a product, equipment, or service is equal for the purpose intended in quality and utility to that specified. The City's acceptance of substitutions shall not be construed as relieving Contractor of its responsibility to comply with the requirements of the Contract Documents.
  2. The decision of the City on all such questions of equality and acceptability of proposed substitutions shall be final.
  3. No claim of any sort shall be made or allowed against the City, its agents or sub-consultants as a result of any final decision to accept or reject any proposed substitute product, equipment, or service.
  4. Use the specified product or equipment if the proposed substitution is not accepted or if the City's decision is not received within the time specified above.
- D. If necessary, the City will request additional documentation for evaluation within one week of receipt of a substitution request. Promptly provide the additional documentation requested. The City will notify Contractor of acceptance or rejection of proposed substitutions within 2 weeks of receipt of the additional documentation.
- E. Contractor shall be responsible for all resultant changes and all additional costs which the accepted substitution requires in Contractor's work, the work of its subcontractors of all tiers and of other Contractors, and shall effect such changes without cost to the City.
- F. If a proposed substitution is not accepted, use the product, equipment, or service originally specified or indicated.

#### 1.8 DESIGN INTENT

- A. In preparing these Specifications, the City has named those products which to his knowledge can meet the Specifications and are equivalent in construction, functional efficiency, and durability.
- B. The first-named manufacturer is the basis for the project design and the use of alternative named, second-named, or unnamed manufacturers' products may require modifications in the project design and construction. If such alternatives are proposed by the



Contractor and are favorably reviewed by the City, the cost of all modifications including utilities and support systems will be borne entirely by the Contractor.

#### 1.9 CONTRACTOR'S REPRESENTATION

- A. Requests for substitution(s) constitute a representation that the Contractor:
1. Has investigated the proposed substitution and determined that it is equal to or superior in all respects to the product indicated or specified.
  2. Will furnish the same warranty/guarantee or bond for the proposed substitution as for the product indicated or specified.
  3. Will coordinate the installation of an accepted substitution into the Work and make such other changes as required to complete the work in accordance with the Contract Documents and applicable regulatory requirements.
  4. Waives claims for additional costs associated with the substitution which may subsequently become apparent.
  5. Will pay costs of changes to Contract Documents required by accepted substitutions.

PART 2 - PRODUCTS (Not Used)

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 32 33

## PHOTOGRAPHIC DOCUMENTATION

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. General: This Section specifies administrative and procedural requirements for construction photographs.

## 1.2 RELATED SECTIONS

- A. Section 01 20 00 – Price and Payment Procedures
- B. Section 01 33 00 – Submittal Requirements

## 1.3 SUBMITTALS

- A. General: Refer to Division-1 Section "Submittals" for general requirements for submitting photographs. Binders and photos shall be kept by the City and are non-returnable. Photos shall be

- 1. Pre-construction photographs: Submit a minimum of 60 pre-construction photographs (two prints of each photographic view) no later than 5 working days after receipt of Notice to Proceed and prior to the start of Work, in the format described herein. Photos shall 'survey' the site with sufficient detail to depict the site condition prior to start of Work.
- 2. Construction Photographs: Submit construction photographs (two prints of each photographic view) view as described herein.

## B. Format

- 1. Size Photographs shall be 8" x 10" prints smooth surface matte prints on single weight commercial grade photographic paper, punched for a standard 3-ring binder. Kodak prints, glossy, un-retouched.
- 2. Identification: On the back of each print provide an applied label or rubber stamped impression with the following information:
  - a. Date
  - b. Contract No. and Name of Project
  - c. Name and address of Photographer
  - d. Name and address of Contractor
  - e. Disk shall contain a table of contents with description of photographs and number of pages.
  - f. Description of vantage point, in terms of location, direction (by compass point), and elevation or story of construction.
    - i). The Photographer may identify himself/herself on the rear of the photograph. A photograph which reserves publishing rights is not acceptable.
- 3. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints on CD-ROM with cover. Identify electronic media with the date photographs were taken. Submit images that have same aspect ratios as the sensor uncropped.

- C. Prints: Submit prints of work completed and under construction twice monthly until the project is accepted by the City directly to the City representative within 7 days of taking photographs.
- D. Extra Prints: When requested by the City Representative, the photographer shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.

#### 1.4 QUALITY ASSURANCE

- A. Engage a qualified commercial photographer to take photographs during construction.
- B. Photographer's Qualifications: Photographer shall be a firm or an individual of established reputation who has been regularly engaged as a professional photographer for not less than 5 years.
- C. Associated Services: Contractor shall provide reasonable auxiliary services as requested by photographer in coordination with the City Representative to include access and use of temporary facilities including temporary lighting.

### PART 2 - PRODUCTS

#### 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF or JPEG format, produced by a digital camera with a minimum sensor size of 10.0 megapixels and at an image resolution of not less than 3072 by 2304 pixels. The City shall have all rights as owners of photographs to include use of and publishing images.

### PART 3 - EXECUTION

#### 3.1 PHOTOGRAPHIC REQUIREMENTS

- A. General: Take photographs using the maximum range of depth of field and that are in focus to clearly show the Work. Photographs with blurry or out of focus areas will not be accepted.
  - 1. Maintain a key plan with each set of construction photographs that identifies each photographic location.
- B. Construction Photographs: Take a minimum of 60 Project photographs at twice monthly intervals.
  - 1. Frequency: Take photographs twice monthly, coinciding with the mid point and cutoff date associated with each Application for Payment.
  - 2. The Contractor shall take photos for each bid item showing different areas of work in progress.
  - 3. Vantage Points: Following suggestions by the City Project Architect and Contractor, the photographer shall select vantage points. During each of the following construction phases take not less than 4 of the required shots from the same vantage point each time to create a time-lapse sequence:
    - a. Commencement of the Work, through completion of sub-grade construction.
    - b. Above-grade structural work and framing.
    - c. Exterior building enclosure.
    - d. Interior Work, through date of Project Completion.

4. Photographs to be taken at fabrication locations away from project site; these are not subject to unit prices or unit- cost allowances.
  5. Substantial Completion of each major phase or component of Work.
- C. Substantial Completion Photographs: Take a minimum of 100 Project photographs of the entire project.
1. The City Representative will give the photographer a minimum 3 days notice, where feasible.
  2. The photographer shall work with take photographs at interior and exterior locations and shall provide additional lighting at interior spaces; shall provide platforms onsite and offsite as needed to "capture" exterior facades of building and other site improvements under the direction of the City Representative.
- D. Additional Photographs: The City Representative may issue requests for additional photographs, in addition to periodic photographs specified. Additional photographs will be paid for by Change Order, and are not included in the Contract Sum or an Allowance.
1. The City Representative will give the photographer 3 days notice, where feasible.
  2. In emergency situations, the photographer shall take additional photographs within 24 hours of the City Representative's request.
  3. Circumstances that could require additional photographs include, but are not limited to:
    - a. The City request for special publicity photographs.
    - b. Special events planned at project site.
    - c. Immediate follow-up when on-site events result in construction damage or losses.
    - d. Extra record photographs at time of final acceptance.

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 CONTRACTOR'S QUALITY CONTROL SERVICES

- A. Testing Services: Per General Conditions - 8.02 Tests and Inspections, all testing and inspection of the Work required by the Contract Documents shall be arranged and paid for by the Contractor unless specifically indicated in the Contract Documents to be the responsibility of the City or other authority having jurisdiction. The Contractor shall provide the services of a qualified independent testing laboratory(s) or agency(s) to control the quality of Work and materials to fulfill the requirements of the Contract. No separate payment will be made for quality control, and all costs therefore shall be included in the prices named in the Schedule of Bid Prices for the various appurtenant items of Work.

## 1.3 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.

#### 1.4 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.

#### 1.5 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.

## 1.6 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://sfpublishworks.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>a</sub>2
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

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.

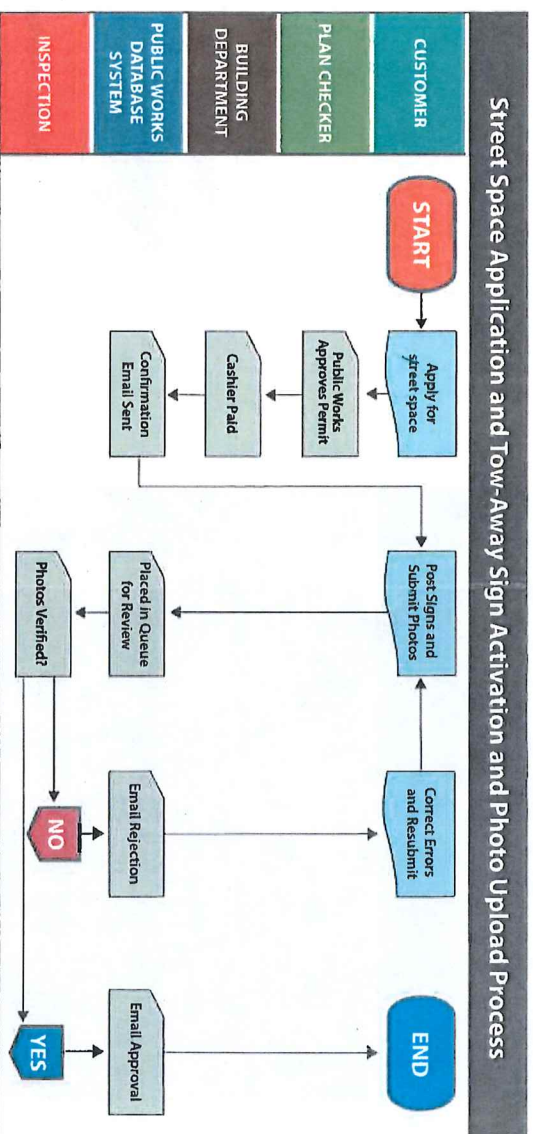
**STEP 3:** Print signs and post them at the permitted location every 20 feet no less than 72 hours in advance of the time the parking restrictions are to become effective.

**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.



## 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 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
- B. Section 02 41 00, Demolition
- C. Section 31 23 19, Dewatering
- D. Section 31 23 33, Trenching and Backfilling
- E. Section 32 01 16.71, Cold-Milling Asphalt Paving
- F. Section 32 12 16, Asphalt Paving

## 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 23  
FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements and procedures for field engineering services to establish elevations and slopes required to layout the proposed design.

1.2 RELATED SECTIONS

- A. Section 01 77 00 - Closeout Procedures: Project Record Documents.

1.3 QUALITY CONTROL

- A. The Contractor shall employ a civil engineer or land surveyor registered in the State of California and acceptable to the City Representative to perform site surveying under the Contract Documents.
- B. The Contractor shall submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.4 SUBMITTALS

- A. Submit name, address, and telephone number and state registration number of the Surveyor before starting survey work.
- B. Submit a copy of site drawing, and a certificate that the elevations and locations of the Work are in conformance with Contract Documents, all prepared, stamped and signed by the surveyor.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Submit Record Documents under provisions of Section 01 77 00 - Closeout Procedures.

1.6 EXAMINATION

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify the City Representative in writing of any discrepancies discovered.

1.7 SURVEY REFERENCE POINTS

- A. Control datum for survey is that established by City provided survey. The Contractor shall use the City of San Francisco benchmarks. Benchmark information is available from the Bureau of Street Use & Mapping at 1155 Market Street, 3<sup>rd</sup> Floor, Telephone (415) 554-5827.
- B. Contractor to locate and protect survey control points prior to starting site work; preserve permanent reference points during construction.

- C. Promptly report to City Representative the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- D. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to City Representative.

#### 1.8 SURVEY REQUIREMENTS

- A. Provide field-engineering services, using recognized engineering survey practices.
- B. Establish a minimum of one permanent benchmark on site, referenced to established control points. Record locations with horizontal and vertical data on Project Record Documents.
- C. Establish elevations, lines and levels. Locate and layout by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for irrigation work.
- D. Periodically verify layouts by same means.

#### 1.9 FIELD LAYOUT

- A. Dimensions, radii, etc., shown on the Drawings for field layout are approximate and are subject to adjustments to accommodate field conditions; smoothness of alignment and profiles supersede dimensions shown. Layout shall be done by the Contractor at its own expense and shall be approved by the City Representative prior to the start of any construction.

#### 1.10 ELEVATION CONTROL

- A. Comply with ADAAG's 5% or less grade requirement for landscape work and pathways.

#### 1.11 LINE AND GRADE FOR THE WORK

- A. The City will furnish the Contractor information on Monuments that will be used for line control and on Benchmarks, including City Datum elevations, which will be used for elevation control. All other lines and grades required for the completion of the work according to the plans shall be the responsibility of the Contractor and shall be obtained by him as Incidental Work. The City reserves the right to make minor line and grade changes of uncompleted work at any time before or after start of construction without claim by the Contractor for extra payment.
- B. A copy of the Contractor's survey notes shall be given to the City Representative weekly.

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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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

SECTION 01 77 13 - APPENDIX A

**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 12 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 12 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><b>GUARANTEE/WARRANTY FORM</b></p> <p>for</p> <p><u>&lt;PROJECT NAME&gt;</u></p> <p><u>&lt;CONTRACT NO.&gt;</u></p>
<p>GUARANTEE/WARRANTY for _____</p> <p>We hereby guarantee/warrant that the _____</p> <p>which we have provided in the _____</p> <p>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 12 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



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)



London Breed, Acting Mayor  
Mohammed Nuru, Director

**Public Works Order No: 186876**

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

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).

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

Design Space Modular Buildings, Inc.  
2725 Fitzgerald Drive  
Dixon, CA 95620

is hereby awarded a contract with a not-to-exceed value of **\$2,600,000.00** to design, fabricate, deliver and install modular trailers for the Navigation Centers at Division Circle, 125 Bayshore Blvd and 5th St. & Bryant St.

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.

This Order serves as the Notice to Proceed.

**DISTRIBUTION:**

G&G Builders, Inc.

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);

[Lourdes.Garcia@sfdpw.org](mailto:Lourdes.Garcia@sfdpw.org); [Nicolas.King@sfdpw.org](mailto:Nicolas.King@sfdpw.org); [Charles.Higuera@sfdpw.org](mailto:Charles.Higuera@sfdpw.org);

[Paul.DeFreitas@sfdpw.org](mailto:Paul.DeFreitas@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);

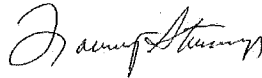
12/29/2017

12/29/2017

**X** Edgar Lopez

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Lopez, Edgar  
Acting Department Head  
Signed by: Lopez, Edgar

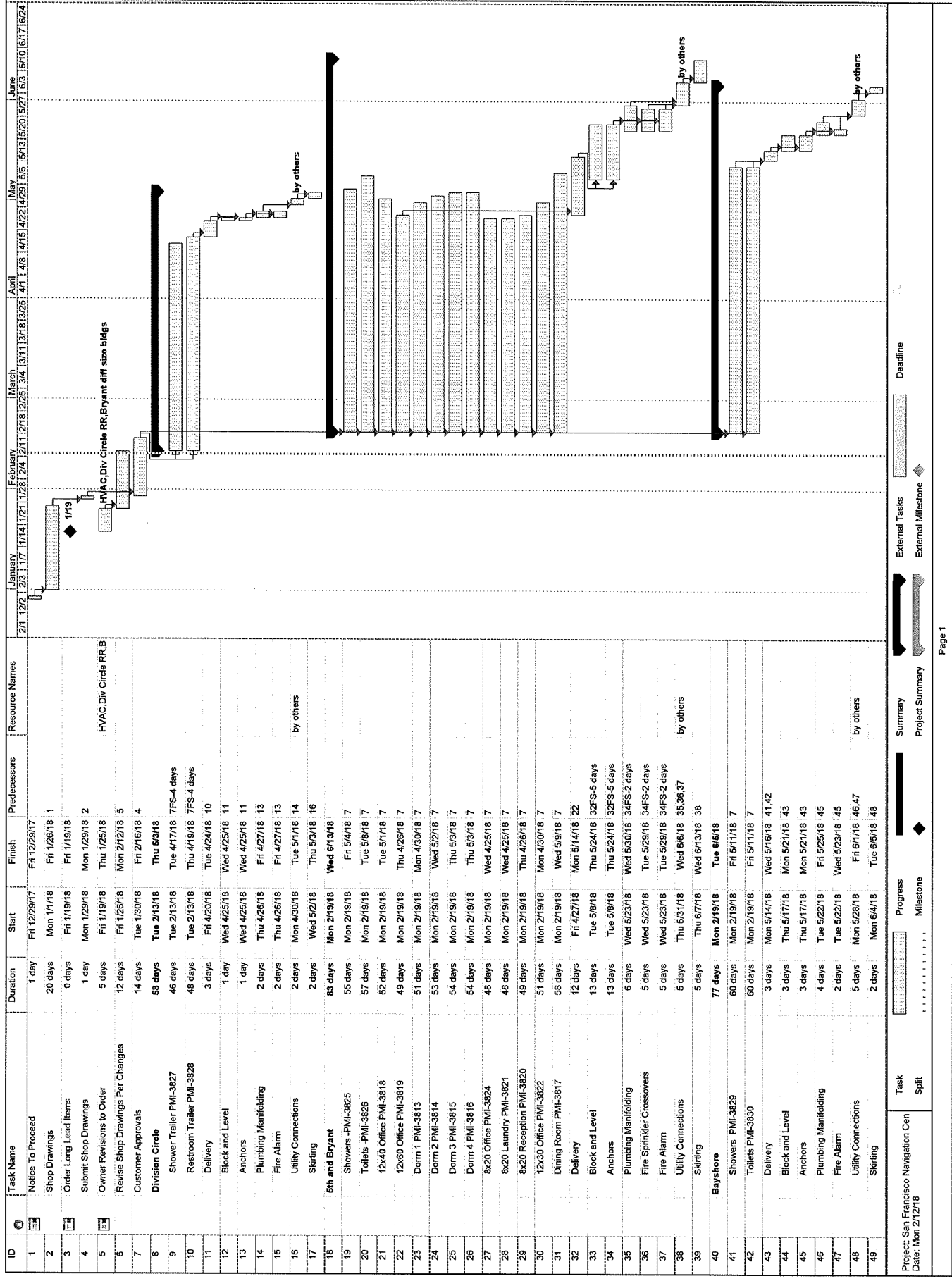
**X** 

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Nuru, Mohammed  
Mayor's Designee  
Signed by: Stringer, Larry




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



Summary, Project Summary, External Tasks, External Milestone, Deadline

<b>MANUFACTURER:</b>		PHOENIX MODULAR 5301 W. MADISON ST. PHOENIX, AZ 85043 P: 602-447-6460 F: 602-447-6476
<b>DESIGN CRITERIA / LOADS:</b>		NO. OF MODULES: 2 BUILDING SQ. FT.: 363 TYPE OF CONSTRUCTION: 1B OCCUPANCY CATEGORY: 22 (NON-RESIDENTIAL) FLOOR LIVE LOAD: 50 psf (2000 lb concentrated) FLOOR LIVE LOAD: 100 psf @ (1000 lb concentrated) ROOF LIVE LOAD: 20 psf WIND LOAD: 15 psf WIND SPEED: 2016 CBC - 115 MPH, EXPOSED C OCCUPANCY/RISK CATEGORY: II SEISMIC: 3 PERMISSIBLE GAS TYPE: N/A CLIMATE ZONE: 3 NAME AND DATE OF CODES: 2016 CBC, 2016 CPC, 2016 CMC, 2016 CEC, 2016 CA Energy, & CBC Chapter 11B Accessibility
<b>NOT INCLUDED IN SCOPE OF WORK:</b>		1. PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT. 2. PORTABLE TOILETS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT. 3. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE. 4. ACCESSIBLE ROUTE TO SET FACILITIES PROVIDED AND LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE. 5. SERVICE SINK PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY. 6. SUPPRESSION TO BE INSTALLED BY DESIGN CONTRACTOR. 7. THE BUILDING OWNER IS RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIREMENTS. THE DESIGN PROFESSIONAL'S DESIGN AND SUBMITTALS ARE REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL.
<b>IDENTIFICATION:</b>		DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE ENDWALL OPPOSITE THE HITCH END OF THE MODULE.
<b>NOTES:</b>		1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. TO PROPERTY LINES AS PER LOCAL BUILDING DEPARTMENT REQUIREMENTS. 2. THIS PLAN MAY BE REJECTED AND/OR REWORKED. SEE STRUCTURAL DRAWINGS FOR ALL STRUCTURAL, MECHANICAL, ELECTRICAL, AND DETAILS. 3. COMPLIANCE WITH HCD IGNITION RESISTANT (CBC CHAPTER 7A). NO. 4. CONSTRUCTION SYSTEM REQUIREMENTS? 5. TO BE INSTALLED ON A PERMANENT FOUNDATION. NO. 6. THIS BUILDING IS DESIGNED TO COMPLY WITH THE CALIFORNIA CODE OF REGULATIONS TITLE 26.
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b>		SPRINKLERS REQUIRED: YES INSTALLED AT: FACTORY CONTRACTED BY: DEALER INSTALLED BY: SUBMIT FIRE PROTECTION
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b>		1. PROPOSED ADDRESS: 880 BRYANT STREET 2. ADDRESS LOCATION OF UNIT: SAN FRANCISCO, CA 94107 3. BUILDING USE: DOMESTIC 4. SET TYPE: EXPOSED ABOVE GRADE
<b>DRAWING INDEX</b>		SHEET 1: COVER SHEET SHEET 2: SPECIFICATIONS AND CONDITIONS SHEET 3: FLOOR PLAN SHEET 4: ELECTRICAL PLAN SHEET 5: REFLECTED CEILING PLAN SHEET 6: HVAC PLAN SHEET 7: CROSS SECTION, MISC. DETAILS SHEET 8: ELEVATIONS

DEALER:  
 DSMBI  
 PROJECT:  
 DOMITORY  
 24' x 40'  
 PM-3813-2440  
 MANUFACTURED BY:  
**PHOENIX MODULAR**  
 5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6476

	
5301 W. MADISON ST. - PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476	
THESE DRAWINGS ARE THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANY MANNER WITHOUT PERMISSION.	
DEALER: DSMBI	PROJECT: DOMITORY
STATES: CALIFORNIA	SERIAL NUMBERS: PM-3813-2440
DRAWN BY: KMS	PLOT DATE: 3/23/2018
REV # / DATE: #1 2/22/2018 PR#1 #2 2/21/2018 PR#3 #3 3/14/2018 PR#4	SHEET: 1 OF 8

FINAL RELEASE  
 MAR 20 2018

S. MARK STEIN, P.E.  
 CIVIL ENGINEER  
 SUNBELT MODULAR, INC.  
 11726 L. SHILOH, SUITE 200  
 PHOENIX, AZ 85028  
 (602) 227-4788

<b>FRAME / CHASSIS:</b>	
Frame Type:	Basement
Quantity:	(2) EA
Sec:	11'-5"x41'-0"
Type:	Outrigger @ 96 in O.C. Crossmember @ 96 in O.C. Module Iron Clips @ 96 in O.C. Main Rails @ 96 1/2 in. O.C. 12 in. x 18 in. L-beam Top Rail @ 6000' rated with 1/4" bridle Diaphragm Truss: br 4.5 14 ply rated
Beam Size:	
Adapt:	
Notes:	
Truss:	
Additional Floor/Chassis Items Included in Quoted Price:	
Item 1:	M.R. Steel Model frames.
<b>FLOOR CONSTRUCTION:</b>	
Floor Joist:	2X8 #2 HF equal or better
Joist Length:	135-7/8 in.
Joist Spacing:	16 in. O.C.
Floor:	Single layer 3/4 in. T&G Sawn Floor.
Insulation:	R-19 unfaced fiberglass batt
Bottom:	Reinforced Plastic
Additional Floor Items Included in Quoted Price:	
N/A	
<b>EXTERIOR WALL CONSTRUCTION:</b>	
Finishing:	
Side:	2X4 #2 HF equal or better @ 16 in. O.C.
Top Plate:	Double 2X4 #2 HF equal or better
Bottom Plate:	Single 2X4 #2 HF or better
Header:	(2) 2X4 header with 12 in. stem at all exterior openings (LWO)
Insulation:	R-13 Kraft back fiberglass batt
Sheath Type:	7/16 in. LP Smart-panel vertical siding (if grooves) with barricade wrap underlayment
Sheath Height:	See cross section for height
Additional Exterior Wall Items Included in Quoted Price:	
See HVAC Schedule for Mounting Height of the HVAC Unit.	
<b>INTERIOR WALL CONSTRUCTION:</b>	
NONE PROVIDED	
<b>ROOF CONSTRUCTION:</b>	
Roof Type:	Mono (Slope to Slewail)
Roof Slope:	1/4 to 1/2
Roof Deck:	2X10 #2 HF equal or better
Roof Decking:	Roof Decking: 2x10 #2 HF equal or better
Roof Length:	133 1/8 in.
Roof Width:	16 in. O.C.
Roof Height:	18 in.
Roof Notes:	Steel clamping wrap truss with (wood) columns at each end
No. of Beams:	2
Insulation:	R-38 C&T-EDICAL unfaced fiberglass batt with support railing
Sheathing:	1/2 in. 240 Sheathing
Roofing:	45 mil single ply EPDM over 1/4" Densdeck
Color:	WHITE
Additional Roof Items Included in Quoted Price:	
N/A	

<b>FINISHES:</b>	
<b>FLOOR COVERING</b>	
Type 1:	0.080 Linoleum
Location:	(DHS-20)
Color to be:	(White Chip)
--SHIPPED LOOSE LINO & ALL INSTALLATION MATERIAL TO BE ON SITE BY OTHERS--	
<b>BASE</b>	
Cove Base 1:	4 in. vinyl cove
Location:	(DHS-20)
Color to be:	(Gray)
--SHIPPED LOOSE COVE BASE & ALL INSTALLATION MATERIAL TO BE ON SITE BY OTHERS--	
<b>WALLS</b>	
Covering 1:	1/2 in. vinyl covered gypsum
Location:	(DHS-20)
Height:	8 ft.
Color to be: (DHS-20)	
<b>TRIM</b>	
Wall Trim 1:	Vinyl Covered trim (Bottom 1/4" Field Loose)
Color to be:	(To match VCO)
<b>CEILING</b>	
Type 1:	2 in. x 4 in. HEAVY DUTY T-GIRL w/ Studs & wires
Height:	7'-10"
Installed at factory, field back at module base. (See Hatching)	
Completion of ceiling installation on-site by others, not in PM's scope.	
<b>EXTERIOR</b>	
Siding body:	Color: (MAJESTIC BLUE) 8 ft. sheath
Hood:	Color: (MAJESTIC BLUE)
Corner trim:	Color: (MAJESTIC BLUE)
Door & window trim:	Color: (MAJESTIC BLUE)
Bottom horizontal trim:	Color: (MAJESTIC BLUE)
Intermediate horizontal trim:	Color: (MAJESTIC BLUE) separates hood & body
Top horizontal trim:	Color: (MAJESTIC BLUE)
Module line trim:	Color: (Paint) hood above intermediate horizontal trim & metal body below
All paint to be:	Same Finish
<b>EXTERIOR/INTERIOR DOORS:</b>	
(SEE WINDOW SCHEDULE)	
<b>WINDOWS:</b>	
(SEE WINDOW SCHEDULE)	
<b>CLOSEUP:</b>	
Type:	Hard
Notes:	Module NOT TO exceed 12'-0"
<b>APPLIANCES:</b>	
None provided	
<b>ACCESSORIES:</b>	
Cabinets:	None provided
Counters:	None provided
Shelving:	None provided

FINAL RELEASE  
MAR 20 2018

2  
OF  
8

**PHOENIX MODULAR**

5101 W. MADISON ST., PHOENIX, AZ 85043  
TEL: 602-417-4444 FAX: 602-417-4475



**SUNBELT MODULAR, INC.**  
AMTICK 1 INDOOR 1 PHOENIX 1 MIL. STEEL 1 AMERICA

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DEALER:

DSMB

PROJECT:

DORMITORY

STATES:

CALIFORNIA

SERIAL NUMBERS:

PM-3813-2440

DRAWN BY:

KNBS

PLOT DATE:

3/20/2018

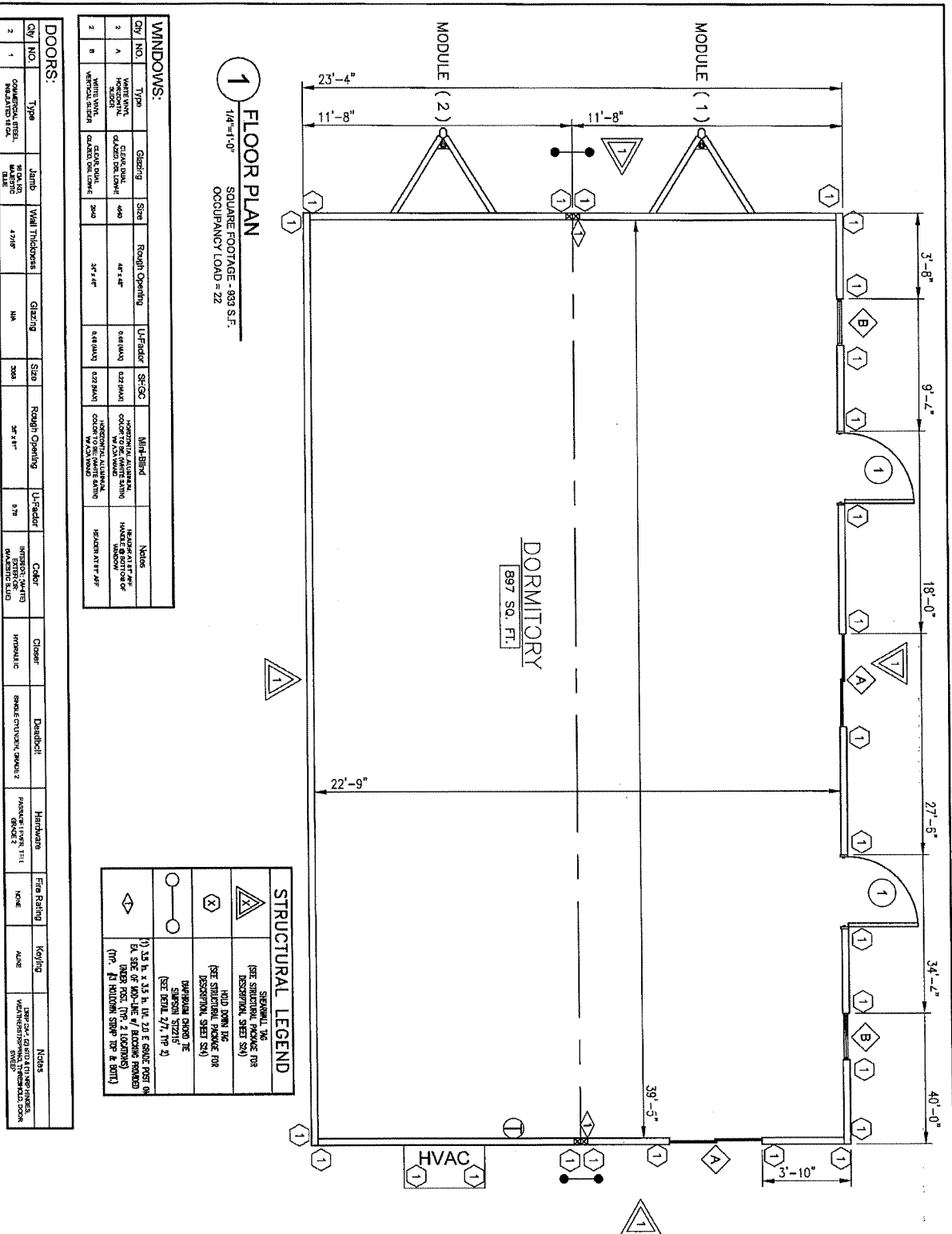
REV # / DATE:

#1 2/20/2018 PR#1

#2 2/21/2018 PR#3

#3 3/14/2018 PR#4

8. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
14201 W. MADISON ST., SUITE 100  
PHOENIX, AZ 85043  
(602) 327-4789



**1 FLOOR PLAN**  
 1/4"=1'-0"  
 SQUARE FOOTAGE - 893 S.F.  
 OCCUPANCY LOAD = 22

**WINDOWS:**

Qty / NO.	Type	Glazing	Size	Rough Opening	U-Value	Sh-Gl	Min. Wind	Notes
1	WATER WALL WINDOW	GLASS, DUAL	4'0"	4'4" x 4'8"	0.64 (MAX)	322 (MAX)	1/2" MIN. WIND	WATER WALL WINDOW
2	WATER WALL WINDOW	GLASS, DUAL	3'0"	3'4" x 4'8"	0.64 (MAX)	322 (MAX)	1/2" MIN. WIND	WATER WALL WINDOW

**DOORS:**

Qty / NO.	Type	Joint	Wall Thickness	Glazing	Size	Rough Opening	U-Value	Color	Chamber	Doorbell	Hardware	Fire Rating	Keying	Notes
1	WATER WALL WINDOW	WATER WALL WINDOW	4" MIN	NA	3'0"	3'4" x 4'8"	0.75	INTERIOR: WHITE EXTERIOR: BROWN	HYDRAULIC	SMALL CRYSTAL, SQUARE	PULLER: 1" PULL BRACE: 1"	NONE	ALONE	WATER WALL WINDOW WATER WALL WINDOW

**STRUCTURAL LEGEND**

	SEE STRUCTURAL PACKAGE FOR ROOF DOWN TO 10'
	SEE STRUCTURAL PACKAGE FOR ROOF DOWN TO 20'
	SEE STRUCTURAL PACKAGE FOR ROOF DOWN TO 30'
	SEE STRUCTURAL PACKAGE FOR ROOF DOWN TO 40'

FOR RELEASE  
 MAR 20 2018

**3 OF 8**

**PHOENIX MODULAR**

5521 W. MADISON ST. - PHOENIX, AZ 85043  
 PH: 602-417-6660 FAX: 602-417-6676

**SUNBELT MODULAR, INC.**  
 ANITEX | BROOM | PHOENIX | M.B. | BEE | A.M.B. | F.A.R.

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 DMBI

PROJECT:  
 DORMITORY

STATES:  
 CALIFORNIA

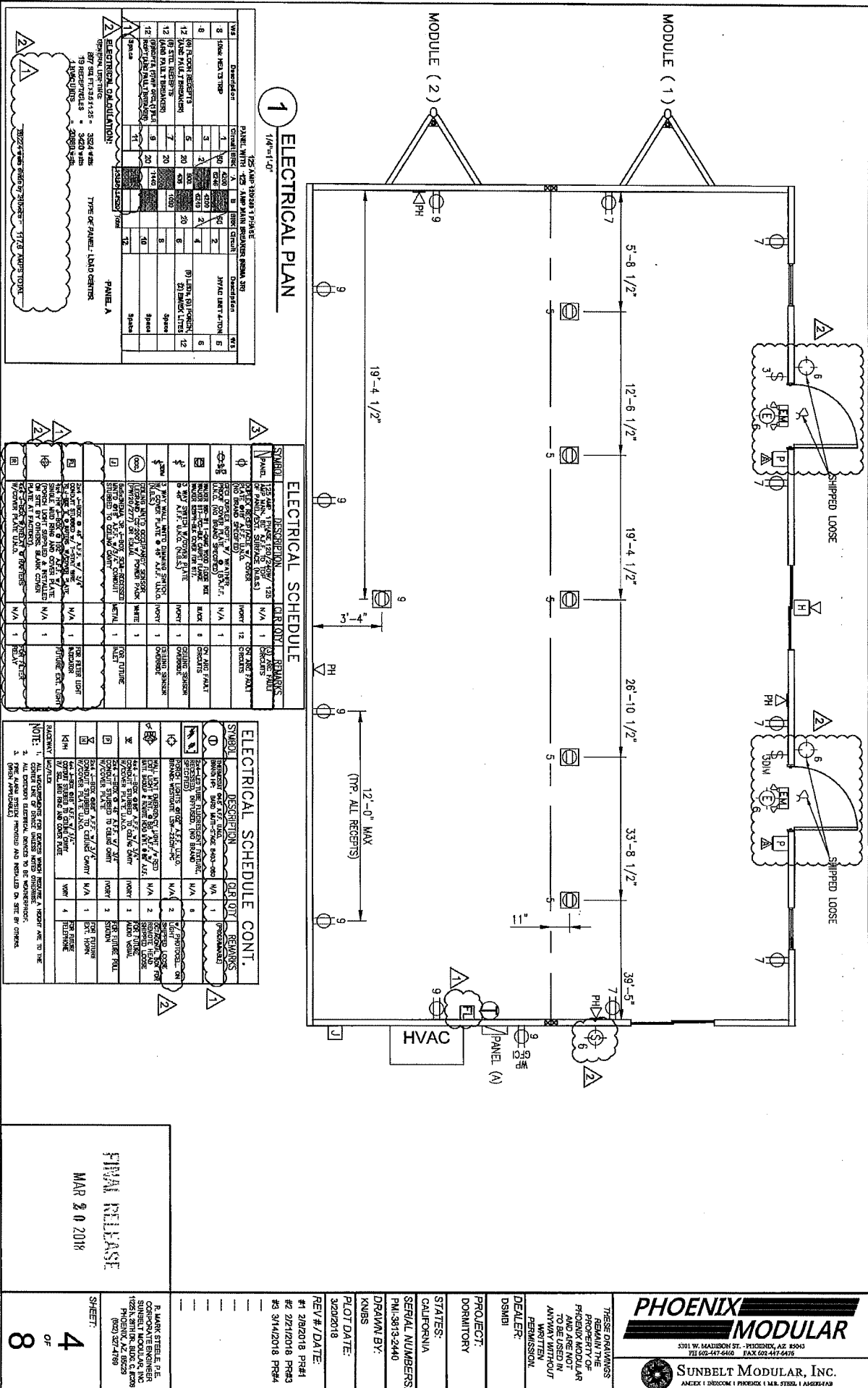
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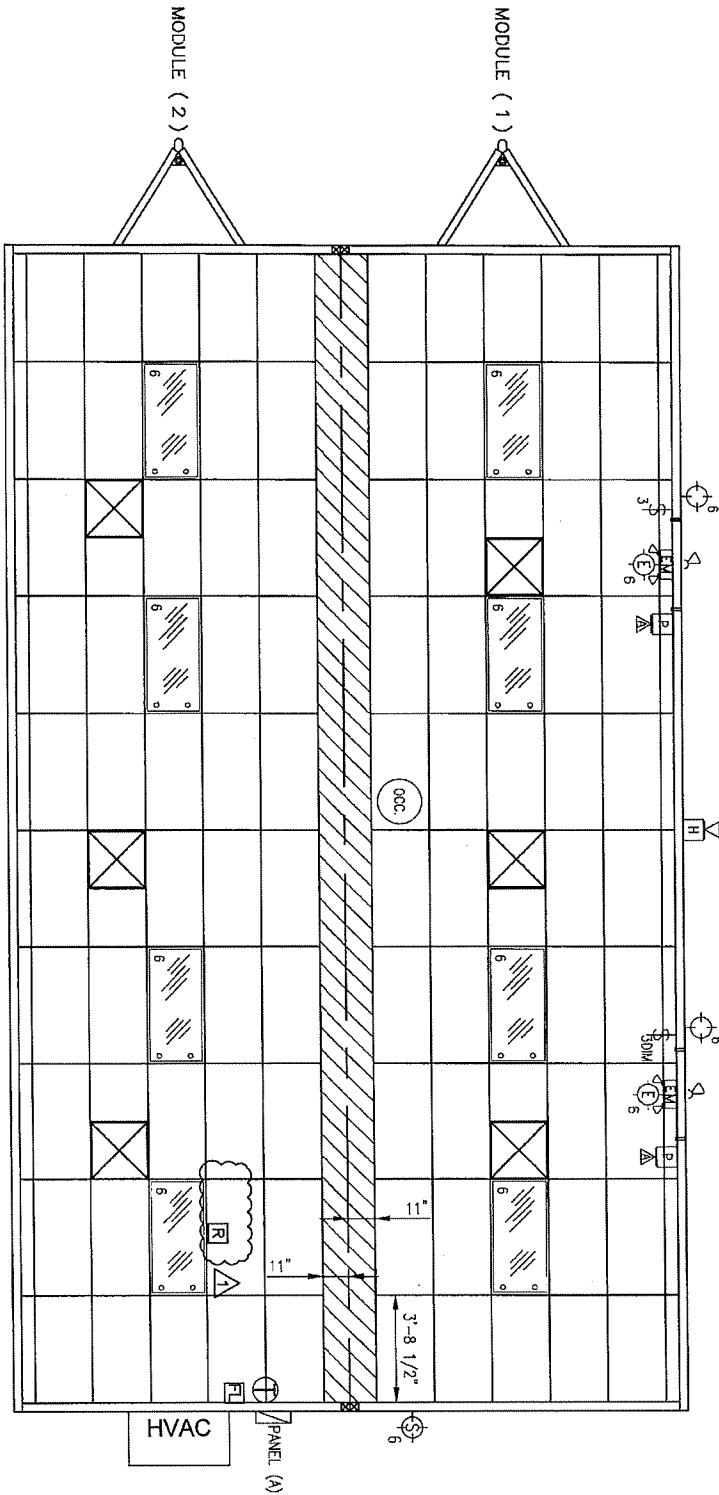
DRAWN BY:  
 KIBS

PLOT DATE:  
 3/20/2018

REV # / DATE:  
 #1 2/28/2018 PR#1  
 #2 2/21/2018 PR#3  
 #3 3/14/2018 PR#4

BY: MARK STEELE, P.E.  
 CORP. ENGINEER  
 SUNBELT MODULAR, INC.  
 12501 N. 19TH AVE., SUITE C, 85043  
 PH: 602-417-6660  
 FAX: 602-417-6676





**1 REFLECTED CEILING PLAN**  
1/4"=1'-0"

**NOTE:**  
SMOKE DETECTOR LOCATIONS/QUANTITIES  
ARE SHOWN ON THE FIRE ALARM PLANS  
& ARE TO BE PROVIDED/INSTALLED BY  
OTHERS ON SITE

**PHOENIX MODULAR**  
MAR 20 2018

**PHOENIX MODULAR**  
2301 W. LADSON ST. - TUCSON, AZ 85743  
PH: 602-447-2649 FAX: 602-447-2647

**SUNBELT MODULAR, INC.**  
AMTUX 1 DODDSON 1 PHOENIX 1 MGR. BYTES 1 ALBERTAS

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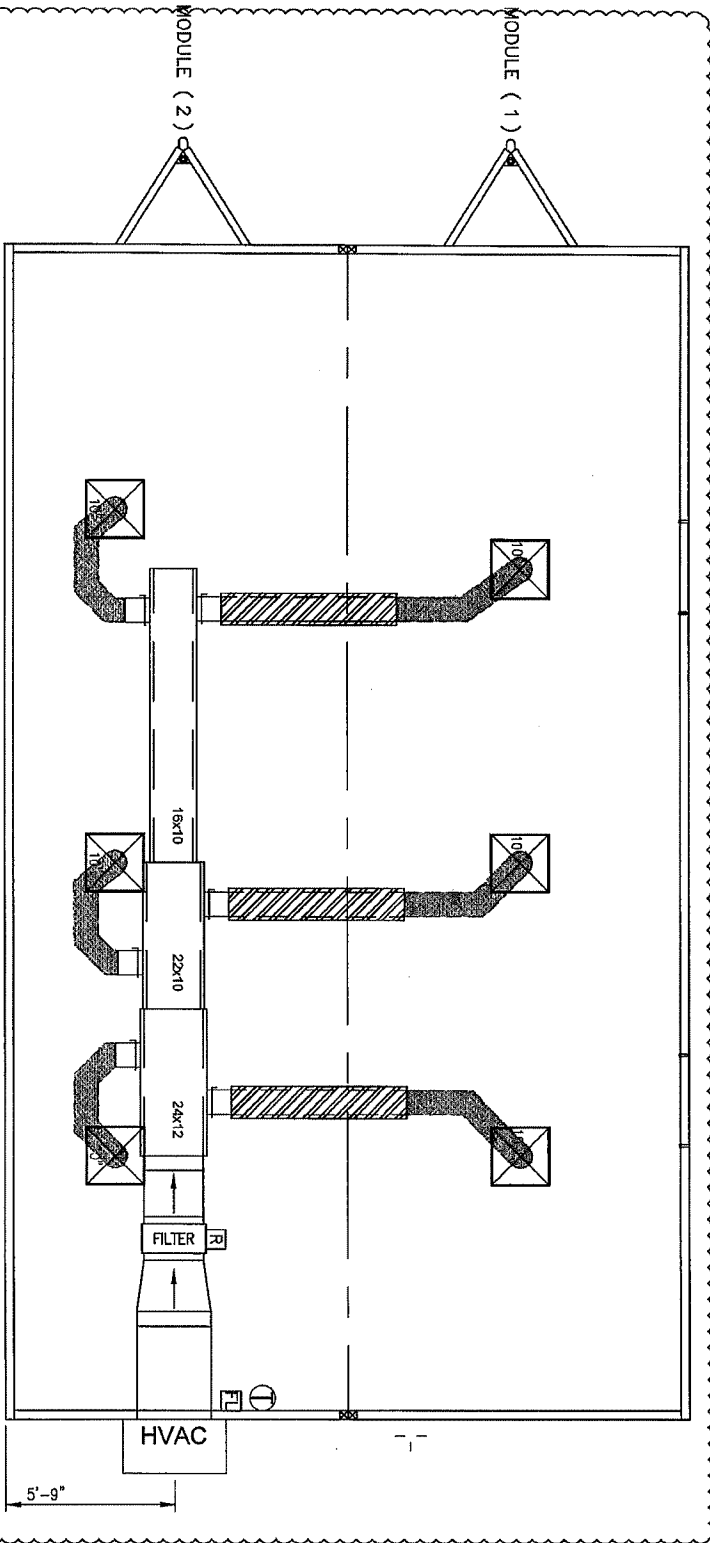
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PML-3813-2440

DRAWN BY:  
KVB

PLOT DATE:  
9/20/2018

REV # / DATE:  
#1 2/20/2018 PR#1  
#2 2/21/2018 PR#3  
#3 3/14/2018 PR#4

SHEET:  
5  
OF  
8



1 HVAC PLAN  
1/4"=1'-0"

### HVAC SCHEDULE

SYM	DESCRIPTION	QTY
1	4 TON H/PW/ 100W HEAT STRIP (F.A.O.)	1
2	MODEL # (WHR2-A10) UNIT @ 118-1/2" FT TO TP OF SUPPLY GRING	1
3	30" x 10" GALV. SLEEVE x 38" LONG	1
4	SEVEN 14 FLTER RACK (3 PIECES) SUPPLIED BY GP	1
5	SEVEN 14 FLTER RACK (3 PIECES) SUPPLIED BY GP	1
6	30" x 18" STAMP PAGED THRU WALL RETURN AIR GRILL	1
7	NO BRAND SPECIFIED, 10" x 14" (RETURN)	0.5
8	24" x 12" 10" x 2" THICKNESS DUCT	1
9	18" x 10" 10" x 2" THICKNESS DUCT	0.5
10	10" x 10" 10" x 2" THICKNESS DUCT	1
11	10" x 10" 10" x 2" THICKNESS DUCT	1
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99	10" x 10" 10" x 2" THICKNESS DUCT	1
100	10" x 10" 10" x 2" THICKNESS DUCT	1

NOTE: RETURN DUCT SIZES AT MAX. DOWN FROM RAYERS.  
RIZ DUCT NOT TO EXCEED 5"

MAR 20 2018

6 OF 8

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476



**SUNBELT MODULAR, INC.**  
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DSMBI

PROJECT:  
DORMITORY

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
PMA-3815-2440

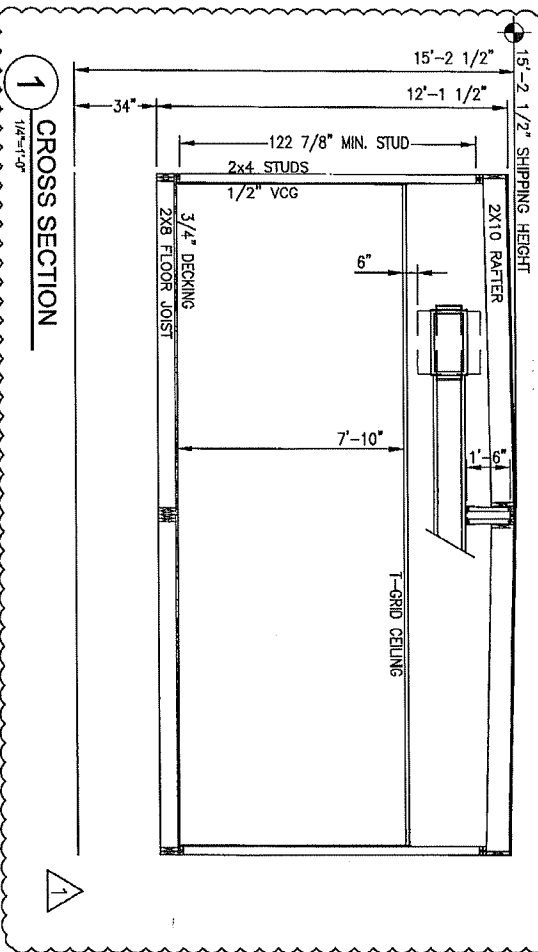
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KNBS

PLOT DATE:  
3/20/2018

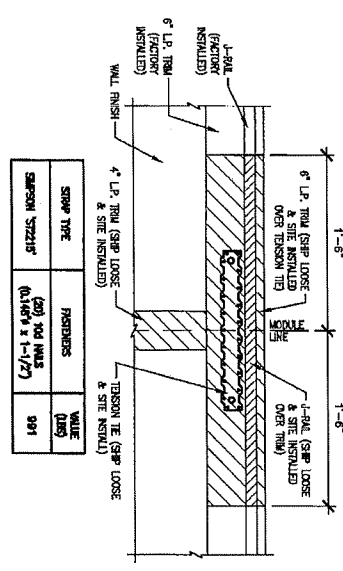
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#2 2/21/2018 PR#3  
#3 3/14/2018 PR#4

S. MARK STEIN, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
11233 KENNEDY BLVD. #200  
PHOENIX, AZ 85028  
(602) 307-4789

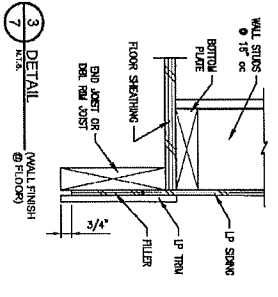




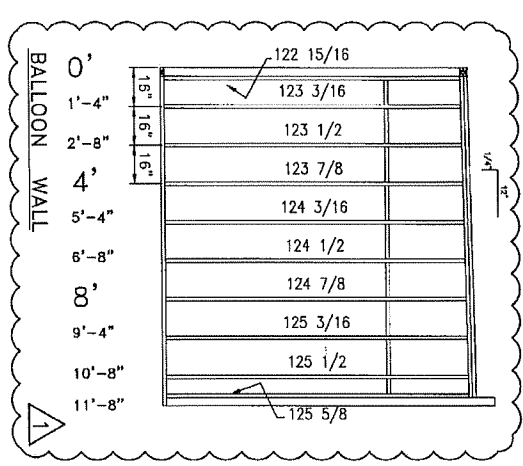
**1**  
1/4"=1'-0"  
**CROSS SECTION**



**2**  
1/4"=1'-0"  
**DETAIL**  
ROOF OVERHANG  
MODULE (SEE DETAIL 7)



**3**  
1/4"=1'-0"  
**DETAIL**  
(WALL FINISH @ FLOOR)



**PHOENIX RELEASE**  
MAR 20 2018

**PHOENIX MODULAR**  
5301 W. MADISON ST. PHOENIX, AZ 85013  
TEL 602-417-6462 FAX 602-417-6476

**SUNBELT MODULAR, INC.**  
1728 N. 28TH AVE., SUITE C, PHOENIX, AZ 85016  
(602) 417-6462

SHEET: <b>7</b>	OF: <b>8</b>	R. MARK STEELE, P.E. CHIEF ENGINEER SUNBELT MODULAR, INC. 1728 N. 28TH AVE., SUITE C, PHOENIX, AZ 85016 (602) 417-6462	<b>REV # / DATE:</b> #1 2/20/2018 PR#1 #2 2/21/2018 PR#3 #3 3/14/2018 PR#4	<b>PLOT DATE:</b> 3/20/2018	<b>DRAWN BY:</b> KIMBS	<b>STATES:</b> CALIFORNIA	<b>SERIAL NUMBERS:</b> PM-3813-2440	<b>PROJECT:</b> DOMESTORY	<b>DEALER:</b> DSNBI	THESE DRAWINGS REMAIN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANYWAY WITHOUT WRITTEN PERMISSION.
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<b>MANUFACTURER:</b> PHOENIX MODULAR 5301 W. MADISON ST. PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476		<b>NOT INCLUDED IN SCOPE OF WORK:</b> 1. PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT. 2. PROPOSED BUILDING DEPARTMENT TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT. 3. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE. 4. ACCESSIBLE ROUTE TOILET FACILITIES PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE. 5. SERVICE SINK PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY. 6. SUPPRESSION TO BE INSTALLED BY DESIGN CONTRACTOR. 7. THE BUILDING OWNER IS RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIREMENTS NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUBMITTALS ARE REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL.	
<b>DESIGN CRITERIA / LOADS:</b> NO OF MODULES: 2 BUILDING SIZE: 24' x 40' OCCUPANCY: B2 (NON-RESIDENTIAL) OCCUPANCY LOAD: 22 FLOOR LIVE LOAD: 50 psf (2000 lb concentrated) FLOOR LIVE LOAD: 100 psf (@ center) ROOF LIVE LOAD: 12 psf ROOF SNOW LOAD: 15 psf WIND LOAD: 2016 CBC - 115 MPH, EXP. C OCCUPANCY RISK CAT. G SEISMIC: 15 psf, 720, ST-1, 199 PERMISSIBLE GAS TYPE: Design Category IV CLIMATE ZONE: 3		<b>IDENTIFICATION:</b> DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE ENDWALL OPPOSITE THE HITCH END OF THE MODULE.	
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b> 1. PROPOSED ADDRESS: 5301 W. MADISON ST. 2. EXPLANATION OF: DOMESTIC 3. SET TYPE: PAPER ABOVE GRADE		<b>NOTES:</b> 1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. TO PROPERTY LINES AS PER LOCAL BUILDING DEPARTMENT REQUIREMENTS. 2. THIS PLAN MAY BE REVERSED AND/OR REORIENTED TO MEET LOCAL BUILDING DEPARTMENT REQUIREMENTS FOR ALL STRUCTURAL STANDARDS AND DETAILS. 3. COMPLIANCE WITH HCD IGNITION RESISTANT CONSTRUCTION SYSTEM REQUIREMENTS? 4. COMPLIANCE WITH HCD IGNITION RESISTANT CONSTRUCTION SYSTEM REQUIREMENTS? 5. COMPLIANCE WITH HCD IGNITION RESISTANT CONSTRUCTION SYSTEM REQUIREMENTS? 6. THIS BUILDING IS DESIGNED TO COMPLY WITH THE COMMERCIAL MODULAR REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS TITLE 25.	
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b> SPRINKLERS REQUIRED: YES INSTALLED AT: FACTORY INSTALLED BY: SUMMIT FIRE PROTECTION		<b>DEALER:</b> DSMBI	
<b>DRAWING INDEX</b> SHEET 1: COVER SHEET SHEET 2: SPECIFICATIONS AND CONDITIONS SHEET 3: FLOOR PLAN, DOOR & WINDOW SCHEDULE SHEET 4: ELECTRICAL PLAN, ELECTRICAL PANEL, ELECTRICAL SCHEDULE SHEET 5: REFLECTED CEILING PLAN SHEET 6: HVAC PLAN & HVAC SCHEDULE SHEET 7: CROSS SECTION MISC. DETAILS SHEET 8: ELEVATIONS		<b>PROJECT:</b> DORMITORY 24' x 40' PM-3814-2440	
<b>FINAL RELEASE</b> MAR 21 2018		<b>PHOENIX MODULAR</b> 5301 W. MADISON ST. - PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476 <b>SUNBELT MODULAR, INC.</b> AMERIK   BUCKRAM   PHOENIX   348, STEEL   AMERIK	

1  
OF  
8

8 MARK STEEL P.E.  
SUNBELT MODULAR, INC.  
1225 N. 28TH AVE., SUITE C, 8228  
PHOENIX, AZ 85029  
(602) 521-4189

SHEET:  
#1 2/8/2018 PR #1  
#2 2/21/2018 PR #3  
#3 3/14/2018 PR #4  
REV # / DATE:  
1/8/2018  
PLOT DATE:  
1/8/2018  
DRAWM BY:  
VBS  
SERIAL NUMBERS:  
PM-3814-2440  
STATES:  
CA  
PROJECT:  
DORMITORY  
DEALER:  
DSMBI


MANUFACTURED BY:

PHOENIX MODULAR

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

<b>FRAME / CHASSIS:</b>	
Frame Type: Basement	
Quantity: (2) EA	
Size: 11'-9" x 40'-0"	
Type: Outrigger @ 56 in. O.C. Crossmember @ 96 in. O.C. Module End Clips @ 96 in. O.C. Main Raft @ 99 1/2 in. O.C. 12 in. Jt. Joist	
Beam Size: 12 in. Jt. Joist	
Adhesive: Tychem 60000 rated with (A) breaks	
Height: 8 ft. 4 in. 14 ply rated	
Additional Frame / Chassis Items Included in Quoted Price:	
Item 1: M.R. Steel Metal Frame.	
<b>FLOOR CONSTRUCTION:</b>	
Floor Joist: 2x8 #2 HF equal or better	
Joist Length: 13.275 ft.	
Joist Spacing: 18 in. O.C.	
Floor: Single layer 3/4 in. 1 & G Sluich-Floor	
Insulation: R-19 unfaced fiberglass batt	
Bottom: Reinforced Plastic	
Additional Floor Items Included in Quoted Price:	
Item 1: N/A	
<b>EXTERIOR WALL CONSTRUCTION:</b>	
Frame: Stud: 2x4 #2 HF equal or better @ 16 in. O.C. Top Plate: Double 2x4 #2 HF equal or better Bottom Plate: Single 2x4 #2 HF or better	
Header: (2) 2x4 header with 1/2 in. shim at all entrance openings (UNO)	
Insulation: R-13 Kraft back fiberglass batt	
Siding Type: 7/16 in. LP Smart-Panel vertical siding (or grooves) with hurricane wrap underlayment.	
Sillwood Height: See cross section for height	
Additional Exterior Wall Items Included in Quoted Price:	
See HVAC Schedule for mounting height of the HVAC Unit.	
<b>INTERIOR WALL CONSTRUCTION:</b>	
NONE PROVIDED	
<b>ROOF CONSTRUCTION:</b>	
Roof Type: Mono (Slope to Sideroad)	
Roof Slope: 1/4 in. 12	
Rafter Size: 2x10 #2 HF equal or better	
Rafter Length: (Good alignment) Short end STG21.9 at center installed on-sho, see detail 2/1	
Spacing: 16 in. O.C.	
Main Beam: Steel cleopara with truss with (WOOD) columns at each end	
Height: 18 ft.	
Length: 40 ft.	
No. of Beams: 2	
Insulation: R-39 CATHEDRAL unfaced fiberglass batt with support netting	
Sheathing: 1/2 in. 240 Sheathing	
Roofing: 45 mil single ply EPDM over 1/4" Densdeck	
Color: White	
Additional Roof Items Included in Quoted Price:	
N/A	

<b>FINISHES:</b>	
FLOOR COVERING	
Type 1:	0.080 Linoleum Location: (Chinook) Color to be: (White/Grey) "LINO & ALL INSTALLATION MATERIAL TO BE SHIPPED LOOSE & INSTALLED ON SITE BY OTHERS"
BASE	
Core Base 1:	4 in. vinyl core. Location: (Chinook) Color to be: (Grey) "CORE BASE & ALL INSTALLATION MATERIAL TO BE SHIPPED LOOSE & INSTALLED ON SITE BY OTHERS"
WALLS	
Covering 1:	1/2 in. vinyl covered gypsum Location: (Chinook) Height: 8 ft. Color to be: (Dark Green/Chinook)
TRIM	
Wall Trim 1:	Vinyl Covered trim (BOTTOM 1" HELD LOOSE) Color to be: (To match VCG)
CEILING	
Type 1:	2 ft. x 4 ft. HEAVY DUTY T-GIR w/ Struts & wires Material: Fiberglass Tiles #706 (or Equal) Height: 7'-10"
Installed at factory, hand back at medical line. (See Hatching)	
Completion of ceiling installation on-site by others, not in PM's scope.	
EXTERIOR	
Siding body:	Color: (MAJESTIC BLUE) 8 ft. shims
Head:	Color: (MAJESTIC BLUE)
Corner trim:	Color: (MAJESTIC BLUE)
Door & window trim:	Color: (MAJESTIC BLUE)
Bottom horizontal trim:	Color: (MAJESTIC BLUE)
Intermediate horizontal trim:	Color: (MAJESTIC BLUE) separate head & body
Top horizontal trim:	Color: (MAJESTIC BLUE)
Module trim:	Color: (Match head above intermediate horizontal trim & match body below)
All paint to be:	Same Finish
<b>EXTERIOR/INTERIOR DOORS:</b> (SEE DOOR SCHEDULE)	
<b>WINDOWS:</b> (SEE WINDOW SCHEDULE)	
<b>CLOSEUP:</b>	
Type:	Hard
Notes:	Models NOT TO exceed 12'-0"
<b>APPLIANCES:</b>	
None provided	
<b>ACCESSORIES:</b>	
Cabinets:	None provided
Coverings:	None provided
Shrinks:	None provided



PHOENIX MODULAR

3011 W. MADISON ST. - PHOENIX, AZ 85009  
TEL: 602-417-6400 FAX: 602-417-6401

SUNBELT MODULAR, INC.

AVATEX | INTERCOM | PHOENIX | MAR, STEEL | AMERISOL

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WRITTEN  
PERMISSION

DEALER:  
DSMBI

PROJECT:  
DOMINION

STATES:  
CA

SERIAL NUMBERS:  
PML38142440

DRAWN BY:  
VBS

PLOT DATE:  
7/16/2018

REV # / DATE:  
#1 28/2018 PR #1  
#2 22/2018 PR #3  
#3 31/4/2018 PR #4

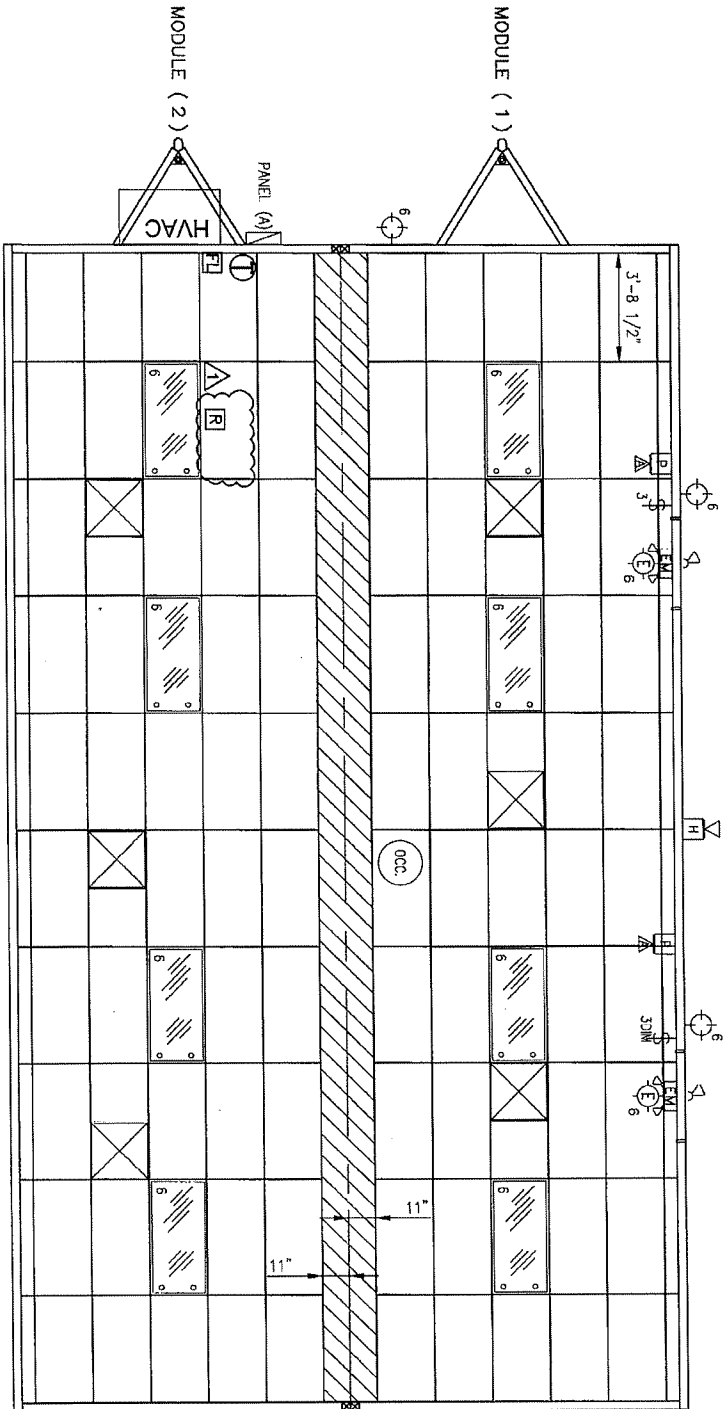
R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
1029 N. 35TH ST., SUITE C, #200  
PHOENIX, AZ 85008  
(602) 327-4199

FINAL RELEASE  
MAR 21 2018

SHEET:  
2  
OF  
8







# 1 REFLECTED CEILING PLAN

**NOTE:**  
SMOKE DETECTOR LOCATIONS/QUANTITIES  
ARE SHOWN ON THE FIRE ALARM PLANS  
& ARE TO BE PROVIDED/INSTALLED BY  
OTHERS ON SITE

**FINAL RELEASE**  
MAR 21 2018

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PR 602-447-6460 FAX 602-447-6476



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AMTREC | DIBROOM | FREDERIX | MEX. STEEL | AMESBFAIR

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DEALER:  
DSMBI

PROJECT:  
DORMITORY

STATES:  
CA

SERIAL NUMBERS:  
PML-3814-2440

DRAWN BY:  
VBBS

PLOT DATE:  
1/8/2018

REV # / DATE:  
#1 2/8/2018 PR #1

#2 2/21/2018 PR #3

#3 3/14/2018 PR #4

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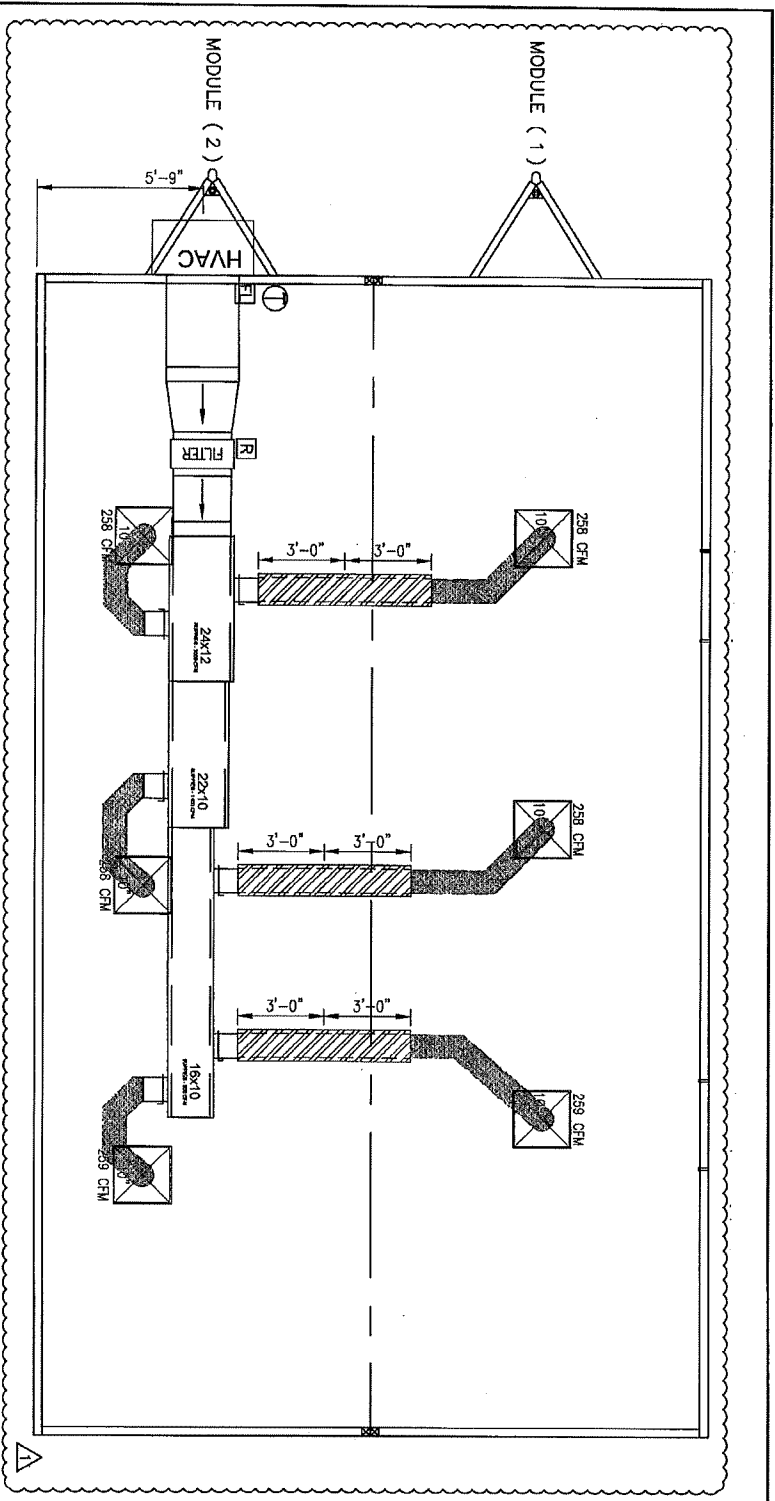
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SUNBELT MODULAR, INC.  
CORPORATE ENGINEER  
11200 N. CENTRAL AVE. SUITE 100  
PHOENIX, AZ 85028  
(602) 267-6799

SHEET:  
5  
OF  
8

# 1 HVAC PLAN



## HVAC SCHEDULE

SYM	DESCRIPTION	QTY
1	4 TON 14/20/14 100% HEAT STRIP (F.A.D.)	1
2	MODEL # (W48H12-A10) MOUNT & TIE-1/2" AIR TO TOP OF SUPPLY COUPLING	1
3	30" x 10" GALV. SLEEVE x 35' LONG	1
4	MEEV 14 FILTER RACK (3 PIECES) SUPPLIED BY GP	1
5	30" x 14" STAMP FRAMED THRU WALL RETURN AIR GRILL	1
6	NO. 2000 SPECIFIED	0.5
7	22" x 10" x 10" OF FIBERGLASS DUCT	0.5
8	22" x 10" x 10" OF FIBERGLASS DUCT	1
9	14" TIE-1/2" AIR THRU DIFFUSER 10" COLLAR W/ SCOOP & DAWG	6
10	10" x 10" GALV DUCT (R-8 INSULATION)	1817

NOTE: INSTALL DUCTS OF AIR DOWNS FROM RAFTERS. NEW DUCT AND TO EXISTING 8"

FINAL RELEASE  
MAR 21 2018

**PHOENIX MODULAR**

3308 W. WALTON ST. - PHOENIX, AZ 85045  
TEL: 602-447-6460 FAX: 602-447-6476

**SUNBELT MODULAR, INC.**  
AMTICK I BUCKINGHAM I PHOENIX I SAK. YEREL I AMBUSH

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DEALER: DSNBI

PROJECT: DOMINATORY

STATES: CA

SERIAL NUMBERS: PMA-3814-2440

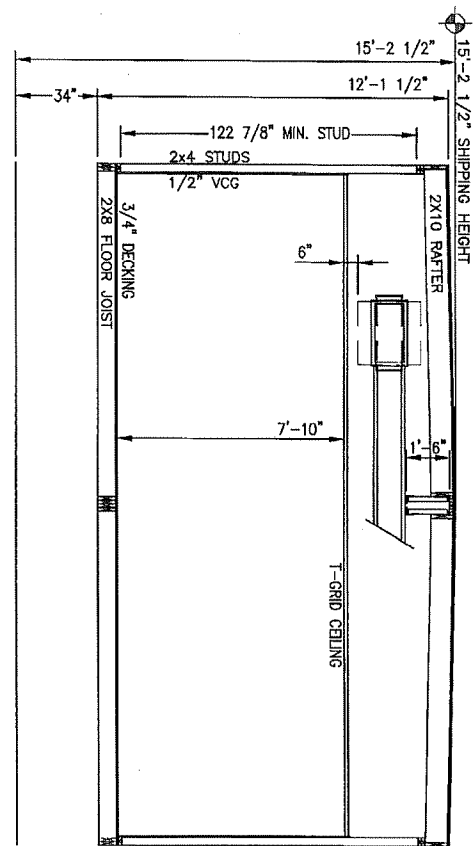
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PLOT DATE: 1/8/2018

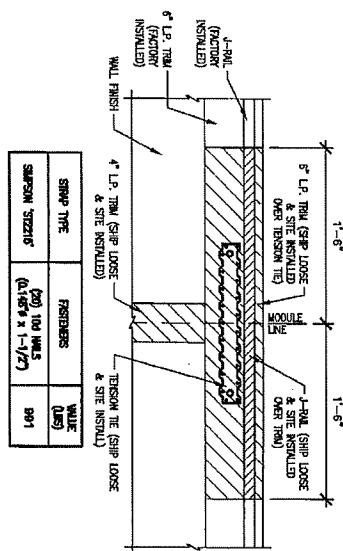
REV # / DATE: #1 2/6/2018 PR #1 #2 2/21/2018 PR #3 #3 3/14/2018 PR #4

SHEET: 6 OF 8

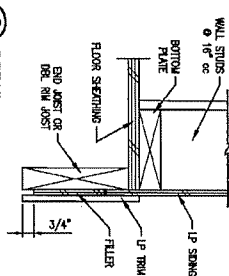




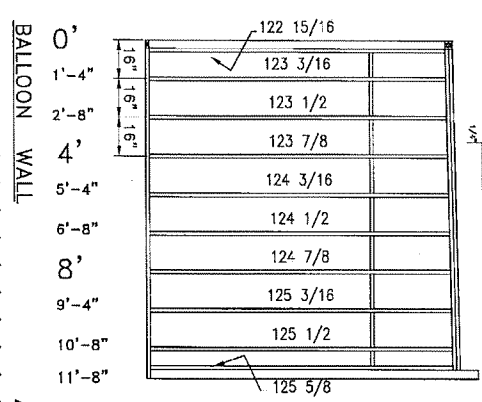
**1**  
CROSS SECTION  
1/4\"=1'-0"



**2**  
DETAIL  
1/4\"=1'-0"



**3**  
DETAIL  
1/4\"=1'-0"



**1**

**FINAL RELEASE**

**MAR 21 2018**

SHEET: **7**  
OF  
**8**

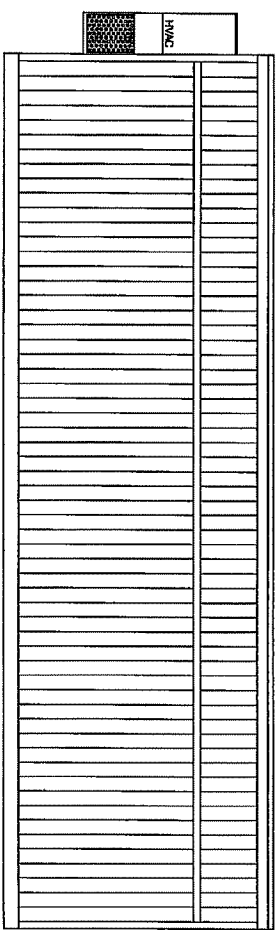
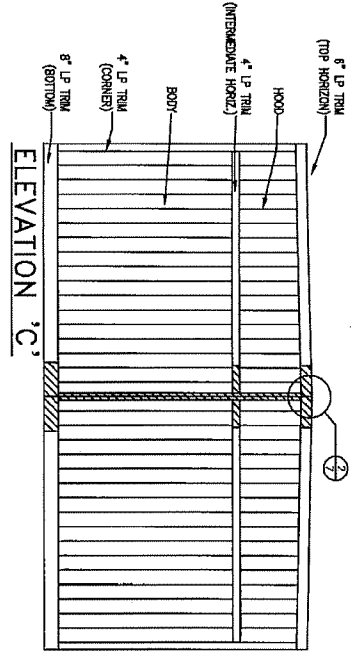
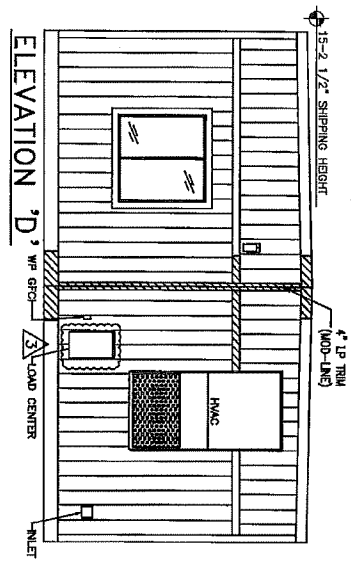
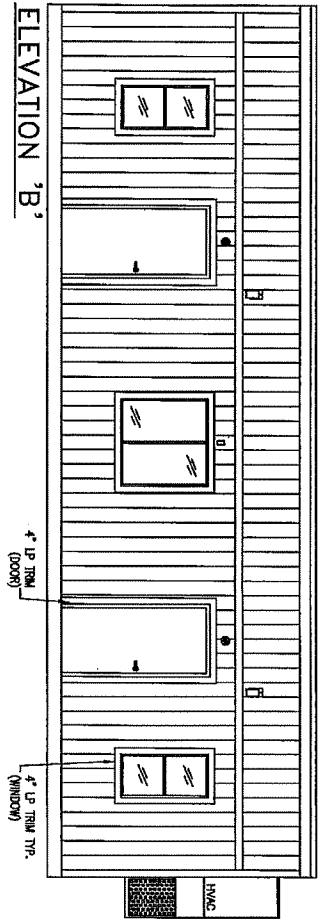
R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
1125N. CENTRAL BLVD. C 4020  
PHOENIX, AZ 85009  
(602) 357-4789

**PHOENIX MODULAR**

5101 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-8460 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
ALUMINUM • STEEL • POLYURETHANE • INSULATION • ROOFING • FLOORING

PROJECT:	DORMITORY
STATE:	CA
SERIAL NUMBERS:	PHL-3914-2440
DRAWN BY:	VBBS
PLOT DATE:	1/8/2018
REV # / DATE:	#1 2/8/2018 PR-#1 #2 2/21/2018 PR-#3 #3 3/14/2018 PR-#4
DESIGNER:	DSMBI
DEALER:	
PERMISSION:	
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**PHOENIX MODULAR**

3501 W. MADISON ST. - PHOENIX, AZ 85043  
 TEL: 602-447-4440 FAX: 602-447-4474

**SUNBELT MODULAR, INC.**  
 ALUMINUM | STEEL | FRP | POLYMER | WOOD | CONCRETE

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DEALER:  
 DSNB1

PROJECT:  
 DONORITORY

STATES:  
 CA

SERIAL NUMBERS:  
 PML38142440

DRAWN BY:  
 VBS

PLOT DATE:  
 1/8/2018

REV # / DATE:  
 #1 2/8/2018 PR#1  
 #2 2/21/2018 PR#3  
 #3 3/14/2018 PR#4



R. VARK STEEL, P.E.  
 CORROSION ENGINEER  
 1020N. 5TH AVE., SUITE C-1008  
 PHOENIX, AZ 85009  
 (602) 327-4789

**FINAL RELEASE**  
 MAR 21 2018

SHEET:  
 8  
 OF  
 8

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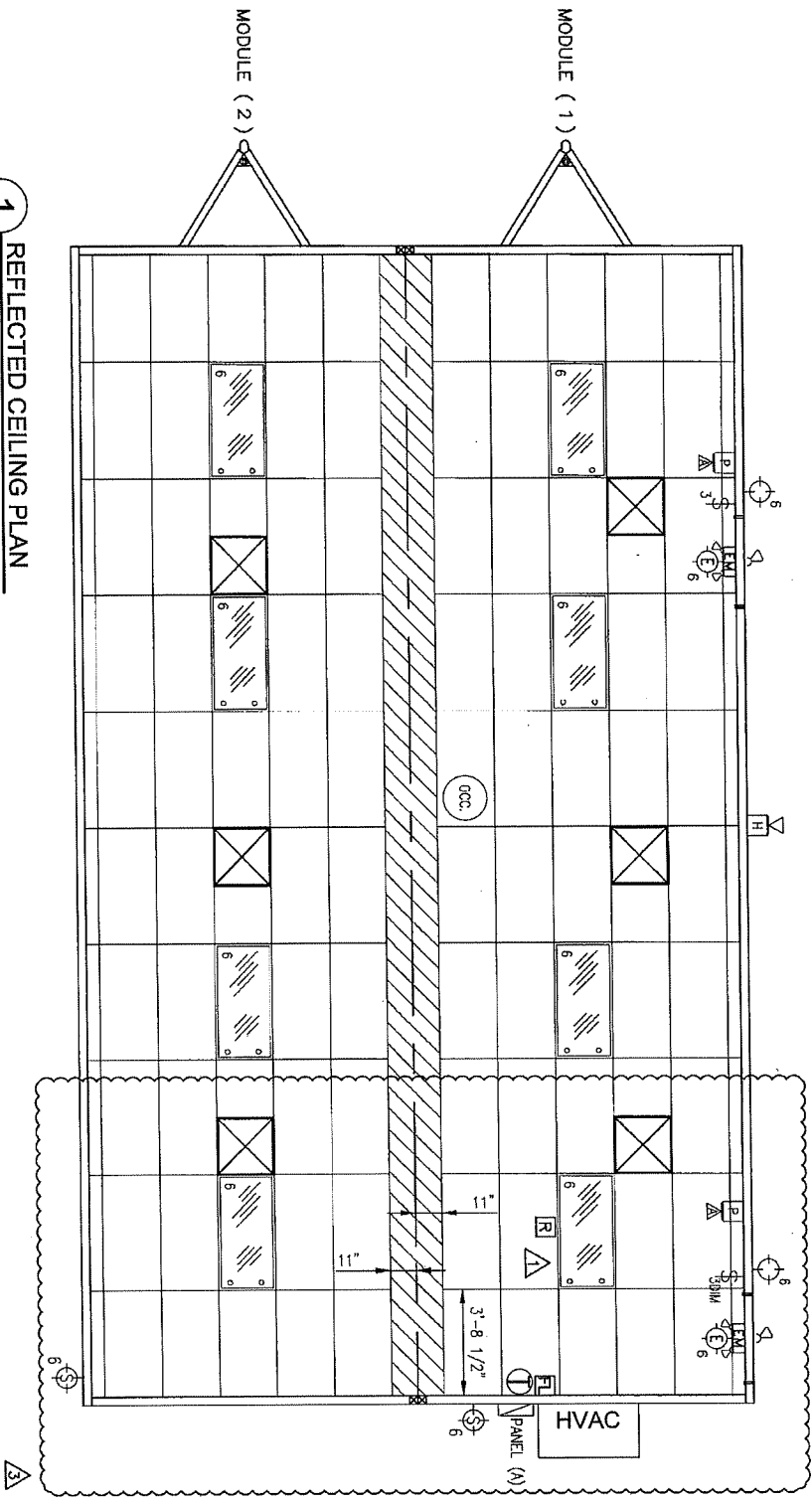
 <p><b>PHOENIX MODULAR</b></p> <p>5301 W. MADISON ST. - PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6478</p>	 <p><b>SUNBELT MODULAR, INC.</b></p> <p>ALBUQUERQUE   DENVER   PHOENIX   SAN ANTONIO   TAMPA</p>
<p>THESE DRAWINGS REMAIN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANY MANNER WITHOUT WRITTEN PERMISSION.</p>	<p>DEALER: DSMB1</p>
<p>PROJECT: DORMITORY</p>	<p>STATES: CALIFORNIA</p>
<p>SERIAL NUMBERS: PML3815-2440</p>	<p>DRAWN BY: KNBS</p>
<p>PLOT DATE: 1/6/2018</p>	<p>REV # / DATE: #1 2/8/2018 PR#1 #2 2/21/2018 PR#3 #3 3/9/2018 PR#4</p>
<p>1/6/2018</p>	<p>1/6/2018</p>
<p>FINAL RELEASE</p> <p>MAR 21 2018</p>	<p>R MARK STEEL, P.E. CIVIL ENGINEER SUNBELT MODULAR, INC 10229 28TH AVE, SUITE C, P2028 PHOENIX, AZ 85028 (602) 447-6460</p> <p>SHEET: 2 OF 8</p>





1

REFLECTED CEILING PLAN  
1/4"=1'-0"



**NOTE:**  
SMOKE DETECTOR LOCATIONS/QUANTITIES  
ARE SHOWN ON THE FIRE ALARM PLANS  
& ARE TO BE PROVIDED/INSTALLED BY  
OTHERS ON SITE

**FINAL RELEASE**

**MAR 21 2018**

**PHOENIX MODULAR**

5101 W. MADISON ST. - PHOENIX, AZ 85043  
PHI 602-447-6440 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
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DEALER:  
DSMBI

PROJECT:  
DORMITORY

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
PM-3815-2440

DRAWN BY:  
KNBS

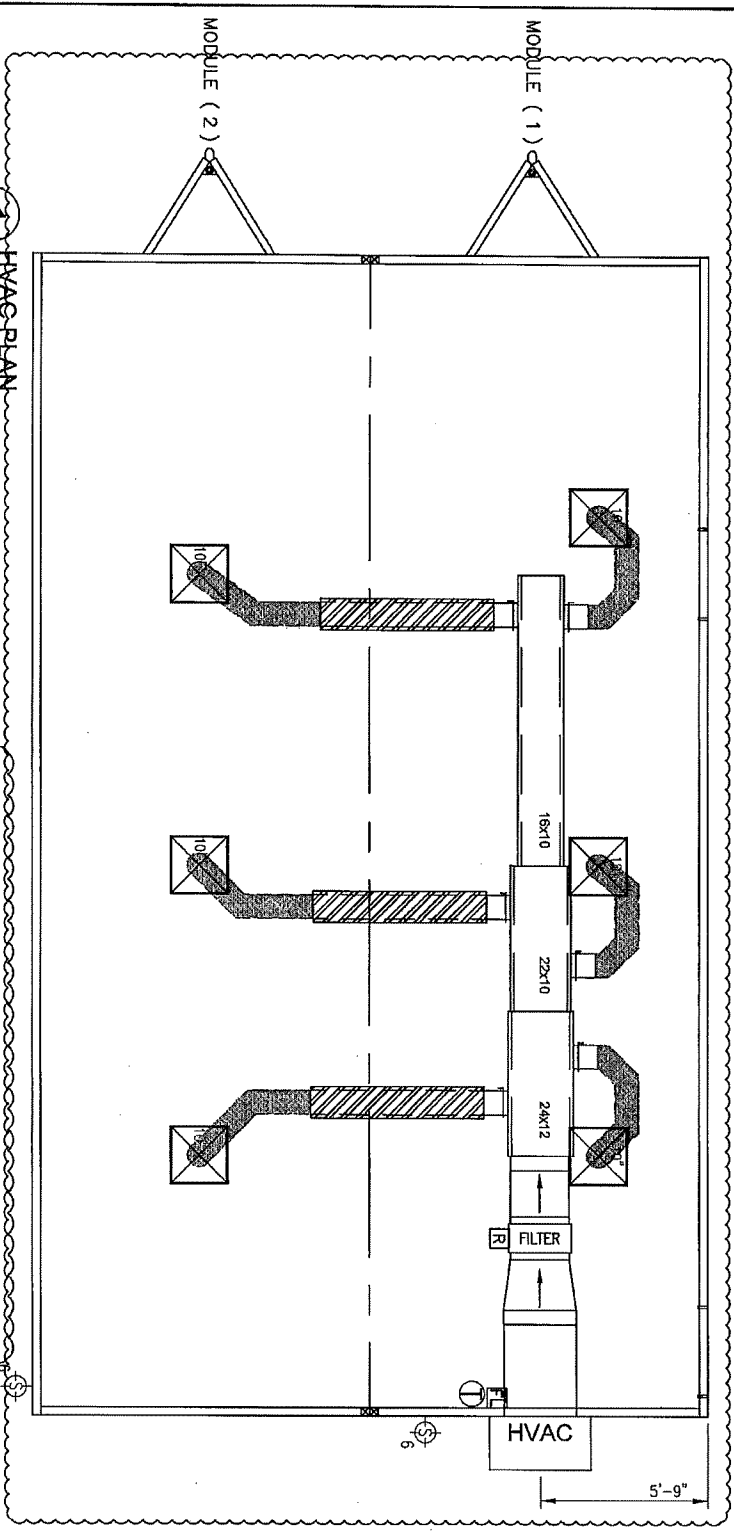
PLOT DATE:  
10/2016

REV #/DATE:  
#1 28/2018 PR#1  
#2 22/2016 PR#3  
#3 30/2016 PR#4&5

R. MARK STEEL, P.E.  
CONSTRUCTION  
SUNBELT MODULAR, INC.  
11221 N. 38TH AVE. SUITE C-10206  
PHOENIX, AZ 85026  
(602) 577-4788

SHEET: **5**  
OF **8**

1 HVAC PLAN  
1/4"=1'-0"



HVAC SCHEDULE

SYM	DESCRIPTION	QTY
1	4 TON H/PW/ 100W HEAT STRIP (P.A.D.)	1
2	MODEL # (WASH-ATD) MOTOR @ 115-1/2 HP TO TOP OF SUPPLY OPENING	1
3	30" x 10" DUCT, SLEEVE x 38" LONG	1
4	MINER 14 FILTER RACK (3 PIECES) SUPPLIED BY GP	1
5	ASSEMBLED W/ 1/2" B-100 3/4" DIA. SECTION AND COIL	1
6	10' FLEX, 10" STATIC COIL	6
7	10" FLEX, 10" STATIC COIL	6
8	10" FLEX, 10" STATIC COIL	6
9	10" FLEX, 10" STATIC COIL	6
10	10" FLEX, 10" STATIC COIL	6
11	10" FLEX, 10" STATIC COIL	6
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60	10" FLEX, 10" STATIC COIL	6
61	10" FLEX, 10" STATIC COIL	6
62	10" FLEX, 10" STATIC COIL	6
63	10" FLEX, 10" STATIC COIL	6
64	10" FLEX, 10" STATIC COIL	6
65	10" FLEX, 10" STATIC COIL	6
66	10" FLEX, 10" STATIC COIL	6
67	10" FLEX, 10" STATIC COIL	6
68	10" FLEX, 10" STATIC COIL	6
69	10" FLEX, 10" STATIC COIL	6
70	10" FLEX, 10" STATIC COIL	6
71	10" FLEX, 10" STATIC COIL	6
72	10" FLEX, 10" STATIC COIL	6
73	10" FLEX, 10" STATIC COIL	6
74	10" FLEX, 10" STATIC COIL	6
75	10" FLEX, 10" STATIC COIL	6
76	10" FLEX, 10" STATIC COIL	6
77	10" FLEX, 10" STATIC COIL	6
78	10" FLEX, 10" STATIC COIL	6
79	10" FLEX, 10" STATIC COIL	6
80	10" FLEX, 10" STATIC COIL	6
81	10" FLEX, 10" STATIC COIL	6
82	10" FLEX, 10" STATIC COIL	6
83	10" FLEX, 10" STATIC COIL	6
84	10" FLEX, 10" STATIC COIL	6
85	10" FLEX, 10" STATIC COIL	6
86	10" FLEX, 10" STATIC COIL	6
87	10" FLEX, 10" STATIC COIL	6
88	10" FLEX, 10" STATIC COIL	6
89	10" FLEX, 10" STATIC COIL	6
90	10" FLEX, 10" STATIC COIL	6
91	10" FLEX, 10" STATIC COIL	6
92	10" FLEX, 10" STATIC COIL	6
93	10" FLEX, 10" STATIC COIL	6
94	10" FLEX, 10" STATIC COIL	6
95	10" FLEX, 10" STATIC COIL	6
96	10" FLEX, 10" STATIC COIL	6
97	10" FLEX, 10" STATIC COIL	6
98	10" FLEX, 10" STATIC COIL	6
99	10" FLEX, 10" STATIC COIL	6
100	10" FLEX, 10" STATIC COIL	6

NOTE: INSTALL HVAC DUCTS 6" MIN. DOWN FROM PARTS.

FINAL RELEASE  
MAR 21 2018

**PHOENIX MODULAR**  
3301 W. MAXWELL ST. - PHOENIX, AZ 85043  
TEL: 602-447-6465 FAX: 602-447-6475

**SUNBELT MODULAR, INC.**  
AMTICK | DEEDCOM | PHOENIX | MEX. STEEL | AMERIS-FAB

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DEALER: DSMBI

PROJECT: DOMITORY

STATES: CALIFORNIA

SERIAL NUMBERS: PML-3815-2440

DRAWN BY: KMB

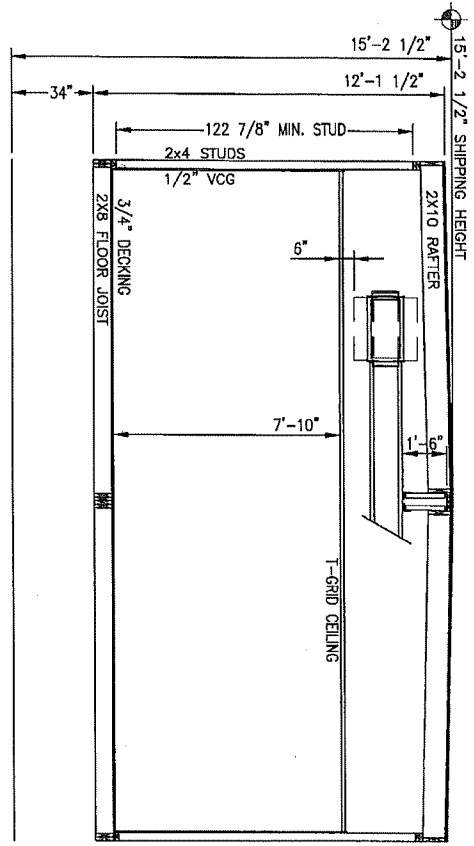
PLOT DATE: 1/8/2018

REV # / DATE: #1 2/8/2018 PR#1 #2 2/21/2018 PR#3 #3 3/9/2018 PR#4#5

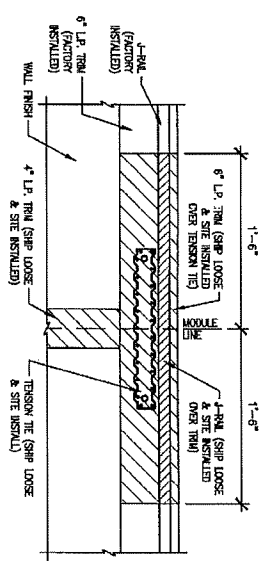
R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1100 W. MAXWELL ST.  
PHOENIX, AZ 85043  
(602) 277-4189

SHEET: 6 OF 8



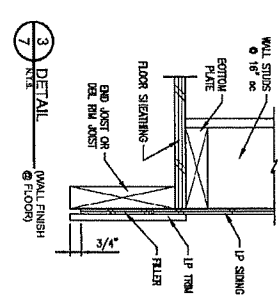


**1 CROSS SECTION**  
1/4"=1'-0"



SHIP TYPE	FINISHES	WALL (125)
SUNBELT 302210	(20) 104 INWS (2) 145" x 1-1/2"	881

**2 DETAIL**  
7/8"=1'-0"



**3 DETAIL**  
7/8"=1'-0"

**BALLOON WALL**

0'	122 15/16
1'-4"	123 3/16
2'-8"	123 1/2
4'	123 7/8
5'-4"	124 3/16
6'-8"	124 1/2
8'	124 7/8
9'-4"	125 3/16
10'-8"	125 1/2
11'-8"	125 5/8

**1**

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MAR 21 2018

**PHOENIX MODULAR**  
5381 W. MADISON ST. • PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

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AMERICA'S MODULAR CONSTRUCTION COMPANY

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DSMB: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DORMITORY: \_\_\_\_\_

STATES: CALIFORNIA

SERIAL NUMBERS: PML-3815-2440

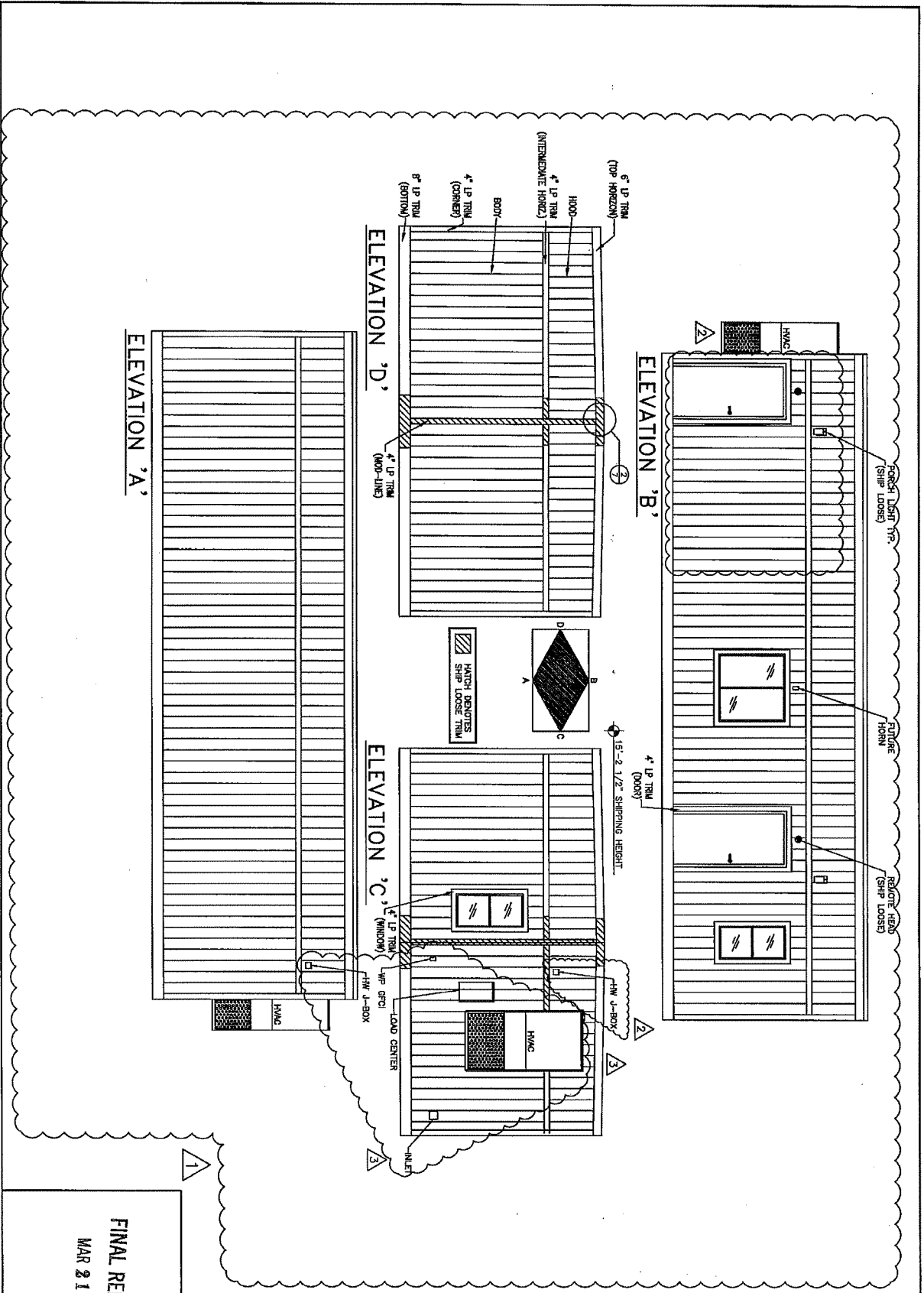
DRAWN BY: KNS

PLOT DATE: 1/8/2018

REV #/DATE: #1 2/8/2018 PR#1  
#2 2/21/2018 PR#3  
#3 3/9/2018 PR#485

R. MARK STEELE, P.E.  
SUNBELT MODULAR, INC.  
1125 N. 38TH AVE., BLDG. C, #208  
PHOENIX, AZ 85018  
(602) 944-7400

SHEET: **7** OF **8**





<b>FINISHES:</b>	
FLOOR COVERING	
Type 1:	<p>0200 Linoleum</p> <p>Location: (THU-GH)</p> <p>Color to be: <u>White GRP</u></p> <p>"LAND &amp; ALL INSTALLATION MATERIAL TO BE SHIPPED LOOSE &amp; INSTALLED ON SITE BY OTHERS"</p>
<b>BASE</b>	
Cone Base 1:	<p>4 in. vinyl cone.</p> <p>Location: (THU-GH)</p> <p>Color to be: <u>Gray</u></p> <p>"CONE BASE &amp; ALL INSTALLATION MATERIAL TO BE SHIPPED LOOSE &amp; INSTALLED ON SITE BY OTHERS"</p>
<b>WALLS</b>	
Covering 1:	<p>1/2 in. vinyl covered gypsum</p> <p>Location: (THU-GH)</p> <p>Height 8 ft.</p> <p>Color to be: <u>CRU Green Chalk.</u></p>
<b>TRIM</b>	
Wall Trim 1:	<p>Vinyl Covered trim (BOTTOM 18" HELD LOOSE)</p> <p>Color to be: <u>(To match WC3)</u></p>
<b>CEILING</b>	
Type 1:	<p>2 ft. x 4 ft. HEAVY DUTY T-Gird w/ Struts &amp; wires</p> <p>(Mineral Fiber 7/8" or Equal)</p> <p>Height: 7'-10"</p> <p>Installed at factory, held back at module lines. (See Hatching)</p> <p>Completion of ceiling installation on-site by others; not in PM's scope.</p>
<b>EXTERIOR</b>	
Siding body:	Color: <u>MAJESTIC BLUE</u> 8 ft. sheetrock
Roof:	Color: <u>MAJESTIC BLUE</u>
Corner trim:	Color: <u>MAJESTIC BLUE</u>
Door & window trim:	Color: <u>MAJESTIC BLUE</u>
Bottom horizontal trim:	Color: <u>MAJESTIC BLUE</u>
Intermediate horizontal trim:	Color: <u>MAJESTIC BLUE</u>
Top horizontal trim:	Color: <u>MAJESTIC BLUE</u>
Module trim trim:	Color: (Match hood above intermediate horizontal trim & match body below)
Panel to be:	Salin Trim
<b>EXTERIOR/INTERIOR DOORS:</b> (SEE DOOR SCHEDULE)	
<b>WINDOWS:</b> (SEE WINDOW SCHEDULE)	
<b>CLOSEUP:</b>	
Type:	Hard
Note:	Modules NOT to exceed 12'0"
<b>APPLIANCES:</b>	
None provided	
<b>ACCESSORIES:</b>	
Cabinets:	None provided
Counters:	None provided
Shelving:	None provided

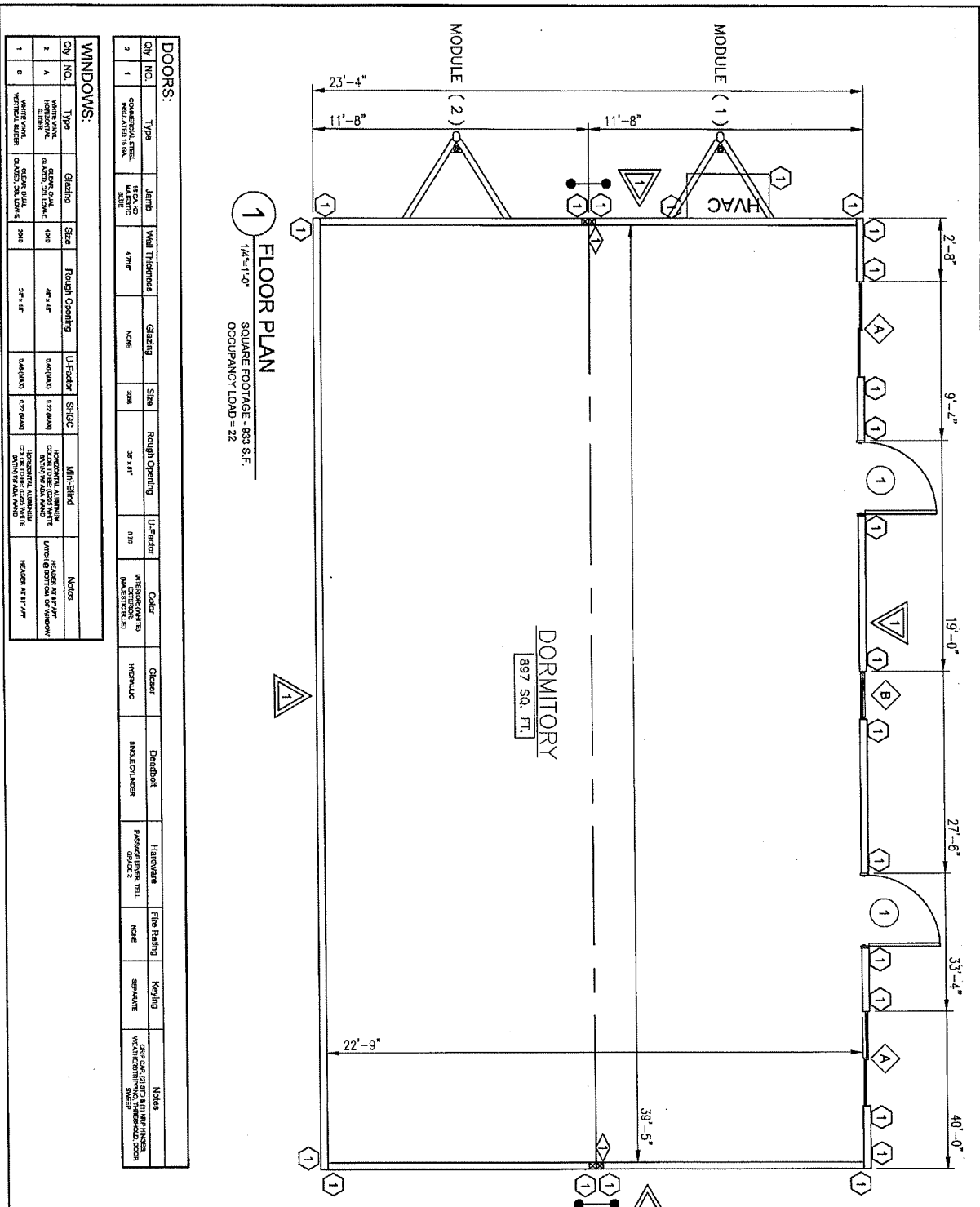
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2 OF 8

SHEET:

B. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SABRETT MODULAR, INC.  
1025 W. MAIN ST. S.E.  
COLUMBIA, SC 29904  
(803) 527-7700



**1 FLOOR PLAN**  
 1/4"=1'-0"  
 SQUARE FOOTAGE - 893 S.F.  
 OCCUPANCY LOAD = 22

DOORS:									
DR NO.	Type	Jamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Notes
1	COMMERCIAL STEEL	10 GA. RD	4 7/8"	NONE	30"	36" x 48"	0.17	INTERIOR WHITE PAINTED BUILT	
2	REGULATED W.O.A.	REINFORC. MULL	4 7/8"	NONE	30"	36" x 48"	0.17	INTERIOR WHITE PAINTED BUILT	
WINDOWS:									
DR NO.	Type	Glazing	Size	Rough Opening	U-Factor	SH-GC	Min-Blind	Notes	
1	WATER MARK	CLARENCE	40"	46" x 48"	0.68 (UAW)	0.27 (UAW)	HORIZONTAL ALUMINUM	HEAVY AT 4" JAMB	
2	HORIZONTAL	CLARENCE	40"	46" x 48"	0.68 (UAW)	0.27 (UAW)	HORIZONTAL ALUMINUM	HEAVY AT 4" JAMB	
3	VERTICAL	CLARENCE	40"	46" x 48"	0.68 (UAW)	0.27 (UAW)	HORIZONTAL ALUMINUM	HEAVY AT 4" JAMB	
4	VERTICAL	CLARENCE	40"	46" x 48"	0.68 (UAW)	0.27 (UAW)	HORIZONTAL ALUMINUM	HEAVY AT 4" JAMB	

STRUCTURAL LEGEND	
	STRUCTURAL STEEL (SEE SECTION SHEET 304)
	WOOD JOIST (SEE SECTION SHEET 304)
	INSULATION (SEE SECTION SHEET 304)
	DOOR (SEE SECTION SHEET 304)
	WINDOW (SEE SECTION SHEET 304)

**FINAL RELEASE**  
 MAR 28 2018

R. MARK STEELE, P.E.  
 CONSULTING ENGINEER  
 1205 N. 28TH AVE., SUITE C, #205  
 PHOENIX, AZ 85029  
 (602) 527-7109

SHEET  
**3**  
 OF  
**8**

REV # / DATE:  
 #1 28/2018 PR#1  
 #2 22/2018 PR#3  
 #3 31/4/2018 PR#4

PLOT DATE:  
 3/28/2018

DRAWN BY:  
 VBS

PROJECT:  
 DORMITORY

DEALER:  
 DSMBI

STATES:  
 CA

SERIAL NUMBERS:  
 PH-3816-2440

PERMISSION:  
 WRITTEN

PROPERTY OF:  
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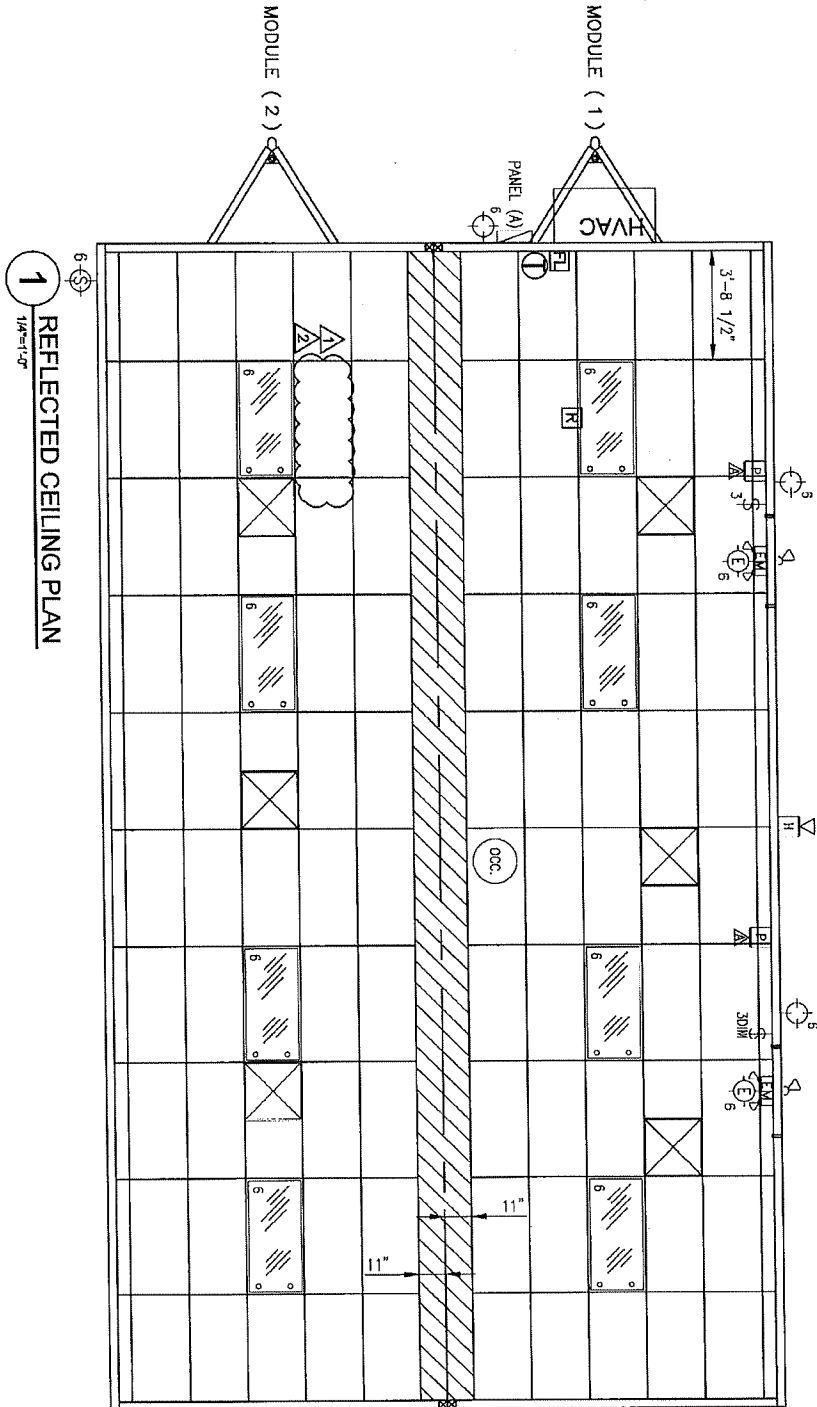
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5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6450 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
 AMTDEX 1 INDOOR 1 PHOENIX 1 MEX. STEEL 1 A4022-FAB





1 REFLECTED CEILING PLAN  
1/4"=1'-0"

NOTE:  
SMOKE DETECTOR LOCATIONS/QUANTITIES  
ARE SHOWN ON THE FIRE ALARM PLANS  
& ARE TO BE PROVIDED/INSTALLED BY  
OTHERS ON SITE

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**PHOENIX MODULAR**

3301 W. MADISON ST. - PHOENIX, AZ 85043  
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**SUNBELT MODULAR, INC.**  
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STATES:  
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SERIAL NUMBERS:  
PM-3819-2440

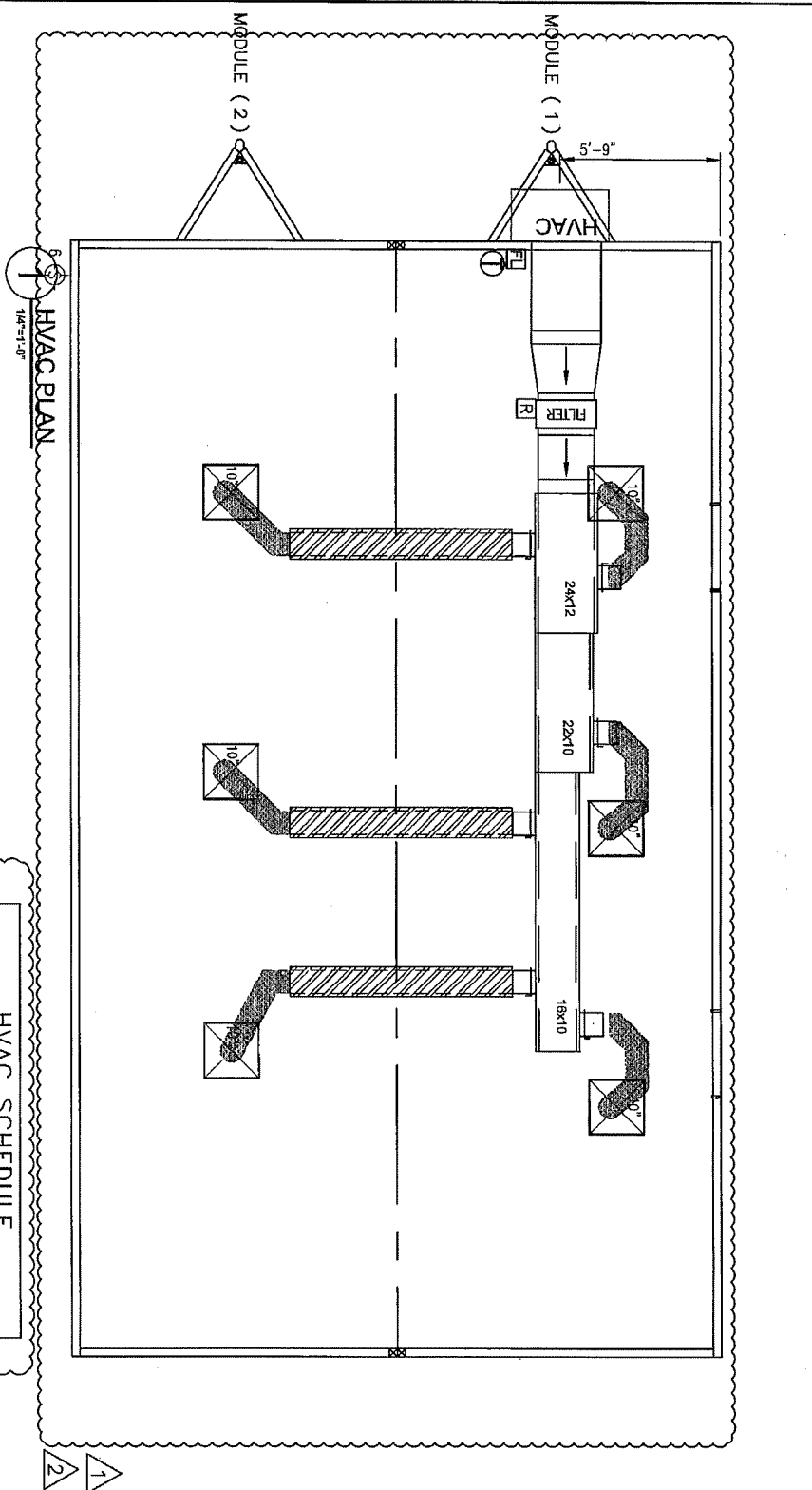
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VBBS

PLOT DATE:  
3/28/2018

REV # / DATE:  
#1 28/2018 PR#1  
#2 2/22/2018 PR#3  
#3 3/14/2018 PR#4

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1125 N. 50TH DR. SUITE C-1008  
PHOENIX, AZ 85028  
(602) 527-4769

SHEET:  
5  
OF  
8



### HVAC SCHEDULE

SYM	DESCRIPTION	QTY
1	4 TON H/PW/ 10KW HEAT STRIP (F.A.O.) MODEL # (M4H2-A10) UNIT @ 118-1/2" AFF TO TOP OF SUPPLY GRILING	1
2	30" x 10" GALV. SLEEVE x 30' LONG	1
3	NEW 1/4 FILTER RACK (3 PIECES) SUPPLIED BY GP ASSURANCE AND SEAL ALL SEAMS W/1/4" STAPLE (RETURN) NO BRAND SPECIFIED	1
4	24x12x10-07 FIBERGLASS DUCT 24x12x10-07 FIBERGLASS DUCT 16x10x10-07 FIBERGLASS DUCT 10" FLEX 10" STAP COLLAR	1 0.5 0.5 6
5	10" CALV DUCT (R-6 INSULATION)	246'

NOTE: INSTALL HVAC DUCTS & RUN DOWN FROM PATTERS.  
FLEX DUCT NOT TO EXCEED 5'

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6  
OF  
8

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1725 N. SHILOH BLVD. C. 102  
PHOENIX, AZ 85016  
(602) 327-4789

REV# / DATE:  
#1 2/8/2018 PR#1  
#2 2/22/2018 PR#3  
#3 3/14/2018 PR#4

PLOT DATE:  
3/28/2018

DRAWN BY:  
V.B.B.S.

SERIAL NUMBERS:  
PML-3816-2440

STATES:  
CA

PROJECT:  
DORMITORY

DEALER:  
DSMBI

PERMISSION:  
WRITTEN

ANYWAY WITHOUT  
WRITTEN

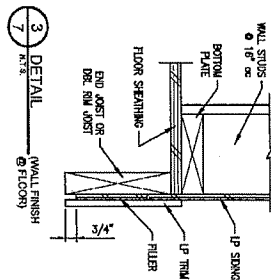
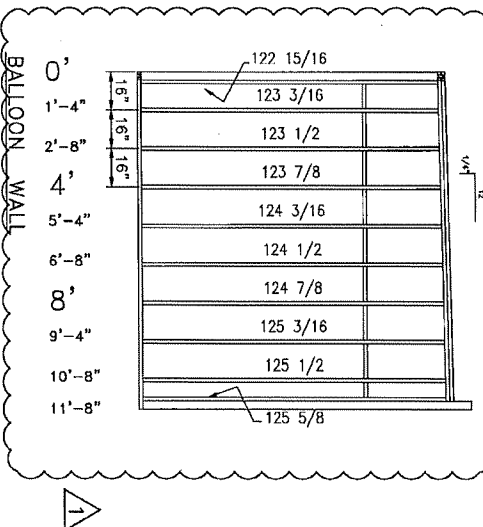
PHOENIX  
MODULAR

3301 W. MADISON ST. - PHOENIX, AZ 85040  
TEL: 602-451-6460 FAX: 602-451-6415

SUNBELT MODULAR, INC.

AMTEX 1 DEDCOM 1 PHOENIX 1 MEX. STEEL 1 AMERX-PAR





2  
7

DETAIL  
R.I.E.

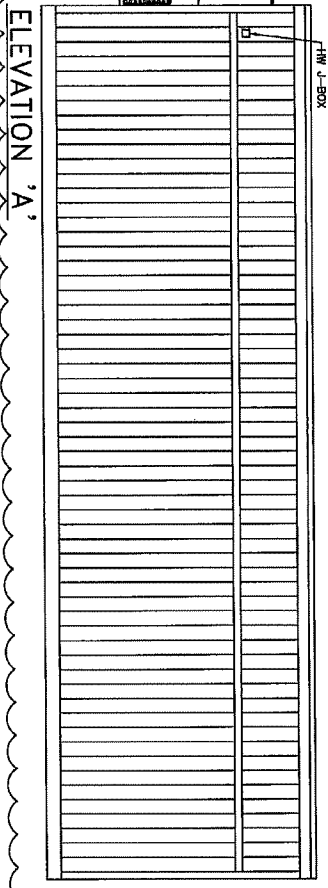
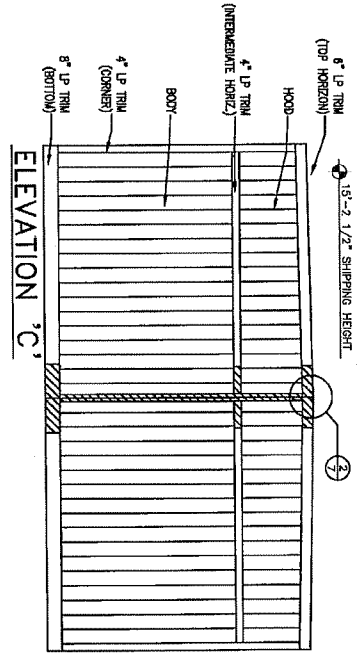
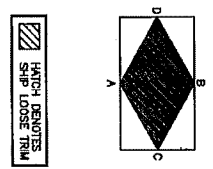
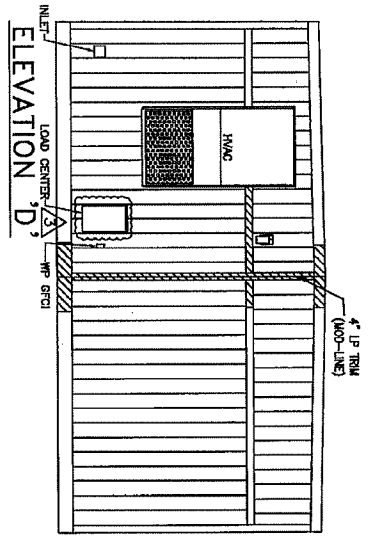
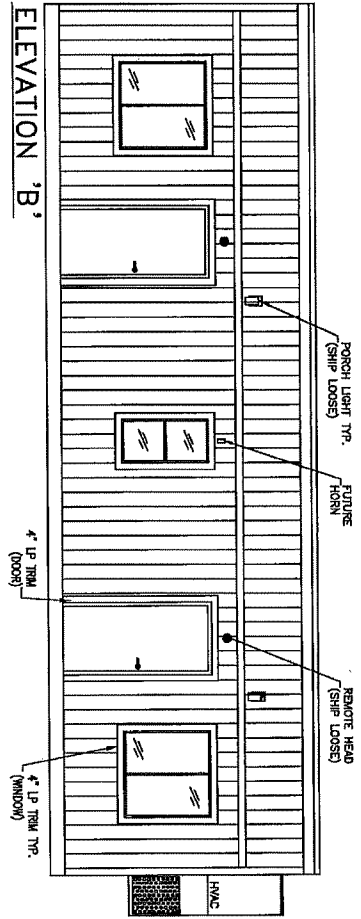
(ROOF DRAINAGE  
MODULE LINE CHORD TIE)

3  
7  
DETAIL  
N.T.S.  
(WALL FINISH  
@ FLOOR)

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
11225 N. 28TH DR., BLDG. C, #202  
PHOENIX, AZ 85028  
(602) 327-4766

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PHI 602-447-6460 FAX 602-467-6476

**SUNBELT MODULAR, INC.**  
AMTEX / INDECOAL / MOUNTIX / M.R. STEEL / AMERI-PAD



**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
TEL 602-447-6468 FAX 602-447-6478



**SUNBELT MODULAR, INC.**  
ALUMINUM | STEEL | PHOENIX | M.B. STEEL | AMERICAN

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PROJECT:  
DOMINATORY

STATES:  
CA

SERIAL NUMBERS:  
PML-3816-2440

DRAWN BY:  
VARS

PLOT DATE:  
3/28/2018

REV# / DATE:  
#1 2/8/2018 PR#1  
#2 2/22/2018 PR#3  
#3 3/14/2018 PR#4

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MAR 28 2018

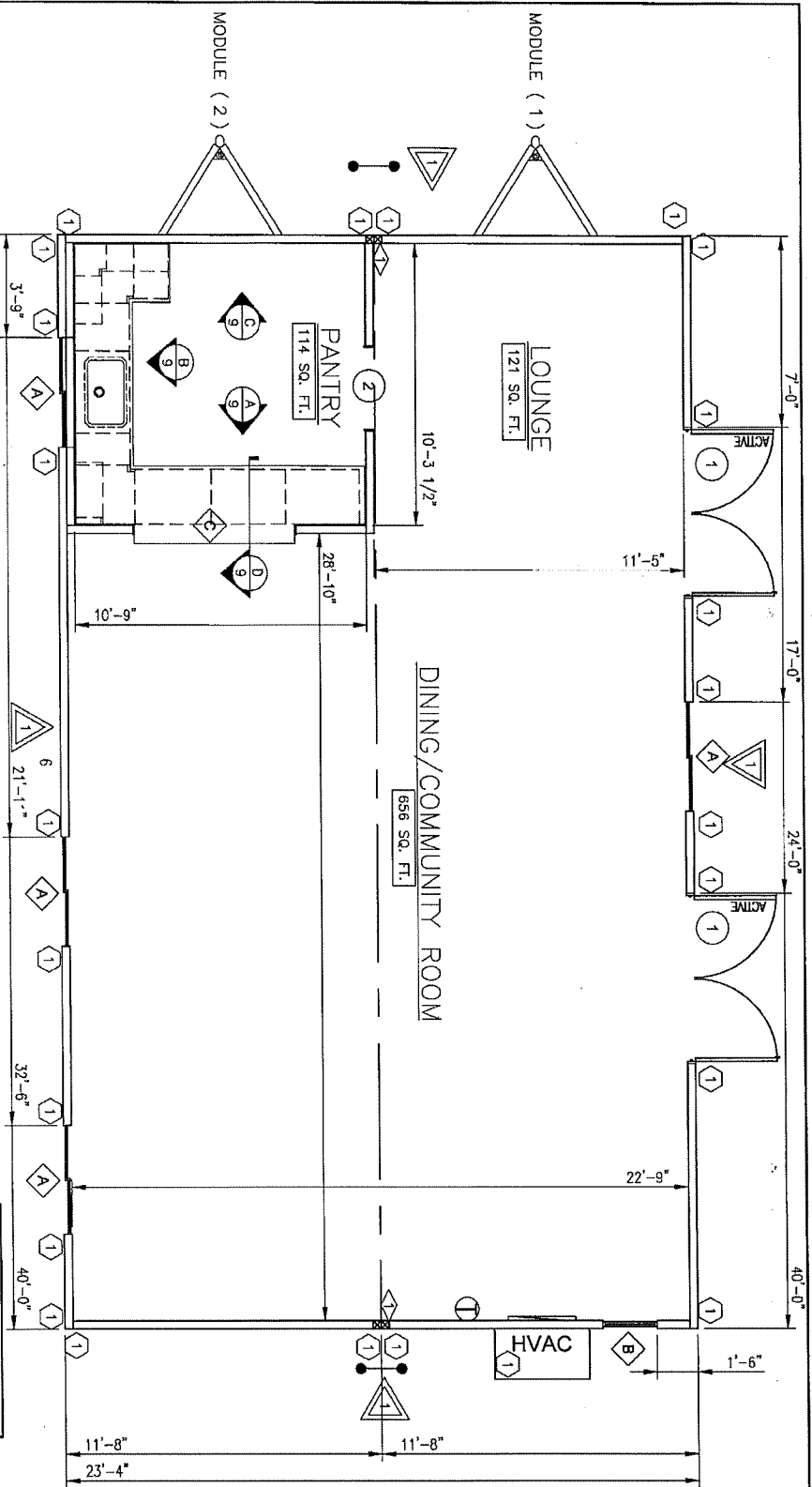
R. MARK STEEL, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1000 W. MADISON ST. SUITE 100  
PHOENIX, AZ 85043  
(602) 327-4799

SHEET:

8 OF 8

<b>MANUFACTURER:</b> MANUFACTURER & ADDRESS 5301 W. MADISON ST. PHOENIX, AZ 85043 PHOENIXMODULAR.COM		<b>NOT INCLUDED IN SCOPE OF WORK:</b> 1. PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT'S TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT 2. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 50 FEET ON AN ADJACENT BUILDING OR TOILET FACILITIES PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY 3. SEWER SINK PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY 4. ANY REQUIRED FIREWORK DETECTION AND/OR SUPPRESSION TO BE INSTALLED BY DESIGN CONTRACTOR 5. THE BUILDING OWNER IS RESPONSIBLE FOR THE DESIGN OF ANY ACCESSIBILITY ELEMENTS REQUIRED NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUBMITTALS ARE REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL	
<b>DESIGN CRITERIA / LOADS:</b> NO. OF MODULES: 2 BUILDING TYPE: 203 TYPE OF CONSTRUCTION: M-2 OCCUPANCY USE GROUP: A-2 FLOOR LIVE LOAD: 60 psf (2000 lb concentrated) FLOOR LIVE LOAD: 100 psf @ (center) ROOF LIVE LOAD: 20 psf ROOF SNOW LOAD: 15 psf WIND LOAD: 2018 CBC - 113 MPH, EXP. C OCCUPANCY/RISK CAT. II SEISMIC: Ss=0.750, S1=1.389 Site Class "D" Design Category "E" PERMISSIBLE GAS TYPE: N/A CLIMATE ZONE: 3 NAME AND DATE OF CODES: OK, 2018 CBC, 2018 CPC, 2018 CMC, 2018 CEC, 2018 CA Energy, & CBC Chapter 11B Accessibility		<b>IDENTIFICATION:</b> DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE EXTERIOR WALL OPPOSITE THE HATCH END OF THE MODULE.	
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b> STRUCTURES REQUIRED: YES CONTRACTED BY: DEALER INSTALLED BY: SLAMFIT FIRE PROTECTION		<b>NOTES:</b> 1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. TO PROPERTY LINES AS PER LOCAL BUILDING DEPARTMENT REQUIREMENTS. 2. THIS BUILDING IS DESIGNED TO COMPLY WITH THE 2018 CALIFORNIA BUILDING CODE (CBC) FOR ALL STRUCTURAL STANDARDS AND DETAILS. 3. COMPLIANCE WITH HCD IGNITION RESISTANT CONSTRUCTION SYSTEM REQUIREMENTS? 4. CODE CHAPTER 11B, 11C, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 11N, 11O, 11P, 11Q, 11R, 11S, 11T, 11U, 11V, 11W, 11X, 11Y, 11Z, 11AA, 11AB, 11AC, 11AD, 11AE, 11AF, 11AG, 11AH, 11AI, 11AJ, 11AK, 11AL, 11AM, 11AN, 11AO, 11AP, 11AQ, 11AR, 11AS, 11AT, 11AU, 11AV, 11AW, 11AX, 11AY, 11AZ, 11BA, 11BB, 11BC, 11BD, 11BE, 11BF, 11BG, 11BH, 11BI, 11BJ, 11BK, 11BL, 11BM, 11BN, 11BO, 11BP, 11BQ, 11BR, 11BS, 11BT, 11BU, 11BV, 11BW, 11BX, 11BY, 11BZ, 11CA, 11CB, 11CC, 11CD, 11CE, 11CF, 11CG, 11CH, 11CI, 11CJ, 11CK, 11CL, 11CM, 11CN, 11CO, 11CP, 11CQ, 11CR, 11CS, 11CT, 11CU, 11CV, 11CW, 11CX, 11CY, 11CZ, 11DA, 11DB, 11DC, 11DD, 11DE, 11DF, 11DG, 11DH, 11DI, 11DJ, 11DK, 11DL, 11DM, 11DN, 11DO, 11DP, 11DQ, 11DR, 11DS, 11DT, 11DU, 11DV, 11DW, 11DX, 11DY, 11DZ, 11EA, 11EB, 11EC, 11ED, 11EE, 11EF, 11EG, 11EH, 11EI, 11EJ, 11EK, 11EL, 11EM, 11EN, 11EO, 11EP, 11EQ, 11ER, 11ES, 11ET, 11EU, 11EV, 11EW, 11EX, 11EY, 11EZ, 11FA, 11FB, 11FC, 11FD, 11FE, 11FF, 11FG, 11FH, 11FI, 11FJ, 11FK, 11FL, 11FM, 11FN, 11FO, 11FP, 11FQ, 11FR, 11FS, 11FT, 11FU, 11FV, 11FW, 11FX, 11FY, 11FZ, 11GA, 11GB, 11GC, 11GD, 11GE, 11GF, 11GG, 11GH, 11GI, 11GJ, 11GK, 11GL, 11GM, 11GN, 11GO, 11GP, 11GQ, 11GR, 11GS, 11GT, 11GU, 11GV, 11GW, 11GX, 11GY, 11GZ, 11HA, 11HB, 11HC, 11HD, 11HE, 11HF, 11HG, 11HH, 11HI, 11HJ, 11HK, 11HL, 11HM, 11HN, 11HO, 11HP, 11HQ, 11HR, 11HS, 11HT, 11HU, 11HV, 11HW, 11HX, 11HY, 11HZ, 11IA, 11IB, 11IC, 11ID, 11IE, 11IF, 11IG, 11IH, 11II, 11IJ, 11IK, 11IL, 11IM, 11IN, 11IO, 11IP, 11IQ, 11IR, 11IS, 11IT, 11IU, 11IV, 11IW, 11IX, 11IY, 11IZ, 11JA, 11JB, 11JC, 11JD, 11JE, 11JF, 11JG, 11JH, 11JI, 11JJ, 11JK, 11JL, 11JM, 11JN, 11JO, 11JP, 11JQ, 11JR, 11JS, 11JT, 11JU, 11JV, 11JW, 11JX, 11JY, 11JZ, 11KA, 11KB, 11KC, 11KD, 11KE, 11KF, 11KG, 11KH, 11KI, 11KJ, 11KK, 11KL, 11KM, 11KN, 11KO, 11KP, 11KQ, 11KR, 11KS, 11KT, 11KU, 11KV, 11KW, 11KX, 11KY, 11KZ, 11LA, 11LB, 11LC, 11LD, 11LE, 11LF, 11LG, 11LH, 11LI, 11LJ, 11LK, 11LL, 11LM, 11LN, 11LO, 11LP, 11LQ, 11LR, 11LS, 11LT, 11LU, 11LV, 11LW, 11LX, 11LY, 11LZ, 11MA, 11MB, 11MC, 11MD, 11ME, 11MF, 11MG, 11MH, 11MI, 11MJ, 11MK, 11ML, 11MM, 11MN, 11MO, 11MP, 11MQ, 11MR, 11MS, 11MT, 11MU, 11MV, 11MW, 11MX, 11MY, 11MZ, 11NA, 11NB, 11NC, 11ND, 11NE, 11NF, 11NG, 11NH, 11NI, 11NJ, 11NK, 11NL, 11NM, 11NN, 11NO, 11NP, 11NQ, 11NR, 11NS, 11NT, 11NU, 11NV, 11NW, 11NX, 11NY, 11NZ, 11OA, 11OB, 11OC, 11OD, 11OE, 11OF, 11OG, 11OH, 11OI, 11OJ, 11OK, 11OL, 11OM, 11ON, 11OO, 11OP, 11OQ, 11OR, 11OS, 11OT, 11OU, 11OV, 11OW, 11OX, 11OY, 11OZ, 11PA, 11PB, 11PC, 11PD, 11PE, 11PF, 11PG, 11PH, 11PI, 11PJ, 11PK, 11PL, 11PM, 11PN, 11PO, 11PP, 11PQ, 11PR, 11PS, 11PT, 11PU, 11PV, 11PW, 11PX, 11PY, 11PZ, 11QA, 11QB, 11QC, 11QD, 11QE, 11QF, 11QG, 11QH, 11QI, 11QJ, 11QK, 11QL, 11QM, 11QN, 11QO, 11QP, 11QQ, 11QR, 11QS, 11QT, 11QU, 11QV, 11QW, 11QX, 11QY, 11QZ, 11RA, 11RB, 11RC, 11RD, 11RE, 11RF, 11RG, 11RH, 11RI, 11RJ, 11RK, 11RL, 11RM, 11RN, 11RO, 11RP, 11RQ, 11RR, 11RS, 11RT, 11RU, 11RV, 11RW, 11RX, 11RY, 11RZ, 11SA, 11SB, 11SC, 11SD, 11SE, 11SF, 11SG, 11SH, 11SI, 11SJ, 11SK, 11SL, 11SM, 11SN, 11SO, 11SP, 11SQ, 11SR, 11SS, 11ST, 11SU, 11SV, 11SW, 11SX, 11SY, 11SZ, 11TA, 11TB, 11TC, 11TD, 11TE, 11TF, 11TG, 11TH, 11TI, 11TJ, 11TK, 11TL, 11TM, 11TN, 11TO, 11TP, 11TQ, 11TR, 11TS, 11TT, 11TU, 11TV, 11TW, 11TX, 11TY, 11TZ, 11UA, 11UB, 11UC, 11UD, 11UE, 11UF, 11UG, 11UH, 11UI, 11UJ, 11UK, 11UL, 11UM, 11UN, 11UO, 11UP, 11UQ, 11UR, 11US, 11UT, 11UU, 11UV, 11UW, 11UX, 11UY, 11UZ, 11VA, 11VB, 11VC, 11VD, 11VE, 11VF, 11VG, 11VH, 11VI, 11VJ, 11VK, 11VL, 11VM, 11VN, 11VO, 11VP, 11VQ, 11VR, 11VS, 11VT, 11VU, 11VV, 11VW, 11VX, 11VY, 11VZ, 11WA, 11WB, 11WC, 11WD, 11WE, 11WF, 11WG, 11WH, 11WI, 11WJ, 11WK, 11WL, 11WM, 11WN, 11WO, 11WP, 11WQ, 11WR, 11WS, 11WT, 11WU, 11WV, 11WW, 11WX, 11WY, 11WZ, 11XA, 11XB, 11XC, 11XD, 11XE, 11XF, 11XG, 11XH, 11XI, 11XJ, 11XK, 11XL, 11XM, 11XN, 11XO, 11XP, 11XQ, 11XR, 11XS, 11XT, 11XU, 11XV, 11XW, 11XX, 11XY, 11XZ, 11YA, 11YB, 11YC, 11YD, 11YE, 11YF, 11YG, 11YH, 11YI, 11YJ, 11YK, 11YL, 11YM, 11YN, 11YO, 11YP, 11YQ, 11YR, 11YS, 11YT, 11YU, 11YV, 11YW, 11YX, 11YY, 11YZ, 11ZA, 11ZB, 11ZC, 11ZD, 11ZE, 11ZF, 11ZG, 11ZH, 11ZI, 11ZJ, 11ZK, 11ZL, 11ZM, 11ZN, 11ZO, 11ZP, 11ZQ, 11ZR, 11ZS, 11ZT, 11ZU, 11ZV, 11ZW, 11ZX, 11ZY, 11ZZ	
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b> 1. PROPOSED ADDRESS: 480 BRYANT STREET ADDRESS LOCATION OF UNIT: SAN FRANCISCO, CA 94102 2. EXPLANATION OF: DINING BUILDING USE: PACKAGING ABOVE GRADE 3. BET TYPE:		<b>DEALER:</b> DSMB1 <b>PROJECT:</b> DINING ROOM 24'x40' PM-3817-2440	
<b>DRAWING INDEX</b> SHEET 1: COVER SHEET SHEET 2: SPECIFICATIONS AND CONDITIONS SHEET 3: FLOOR PLAN, PLUMBING SCHEDULE, DOORS & WINDOW SCHEDULE SHEET 4: ELECTRICAL PLAN, ELECTRICAL SCHEDULE SHEET 5: REFLECTED CEILING PLAN SHEET 6: HVAC PLAN, HVAC SCHEDULE SHEET 7: CROSS SECTION, MISC. DETAILS, ELECTRICAL PANEL ELEVATIONS SHEET 8: PLUMBING ISO, CABINET DETAILS		<b>PHOENIX MODULAR</b> 5301 W. MADISON ST. - PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476	
<b>FINAL RELEASE</b> MAR 28 2018		<b>PHOENIX MODULAR</b> 5301 W. MADISON ST. - PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476	
<b>THESE DRAWINGS</b> SHALL BE THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANY MANNER WITHOUT PERMISSION.		<b>DEALER:</b> DSMB1 <b>PROJECT:</b> DINING ROOM <b>STATES:</b> CALIFORNIA <b>SERIAL NUMBERS:</b> PM-3817-2440 <b>DRAWN BY:</b> KINGS <b>PLOT DATE:</b> 3/28/2018 <b>REV # / DATE:</b> #1 2/28/2018 PRH #2 3/14/2018 PRH344	
<b>SHEET:</b> 1 OF 9		<b>SUNBELT MODULAR, INC.</b> AMSTER   DUNSTON   FREDRICK   M.A. STEEL   ANDERSON	





# **1 FLOOR PLAN** 1/4"=1'-0" SQUARE FOOTAGE - 933 S.F. OCCUPANCY LOAD = 63

## **WINDOWS:**

QTY	NO.	Type	Glazing	Size	Rough Opening	U-Factor	SHGC	Notes
4	A	WHITE WNT. HORIZONTAL GLAZED DOUBLE	6000	48" x 24"	0.46 (AWI)	0.22 (AWI)	HORIZONTAL ALUMINUM, COLOR: WHITE (AWI)	HORIZONTAL ALUMINUM, COLOR: WHITE (AWI)
1	B	WHITE WNT. VERTICAL GLAZED DOUBLE	2040	24" x 48"	0.46 (AWI)	0.22 (AWI)	HORIZONTAL ALUMINUM, COLOR: WHITE (AWI)	HORIZONTAL ALUMINUM, COLOR: WHITE (AWI)
1	C	POSS. WINDOW	NA	6000	72" x 48 1/2"	NA	NA	HORIZONTAL ALUMINUM, COLOR: WHITE (AWI)

SYMBOL	DESCRIPTION	QTY
NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	1
NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	1
NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	1

SYMBOL	DESCRIPTION	QTY
NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	1
NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	1
NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	NO 1/2" x 1/2" SQUARE STEEL TUBES-ALUM. SHIELD, SHIN. W/ 30% ZINC PLATING, 10' LONG	1

## **DOORS:**

QTY	NO.	Type	Lamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Coat	Deadbolt	Hardware	Fire Rating	Keying	Notes
2	1	COMMERICAL STEEL, INSULATED 1 1/2" AL. BLIND	4 1/8"	NA	6000	74 1/8" x 41"	0.10	NA	WHITE (AWI)	WHITE (AWI)	ACTIVE, 1/2" PIN LOCK, 1/2" PIN LOCK, 1/2" PIN LOCK	ACTIVE, 1/2" PIN LOCK, 1/2" PIN LOCK, 1/2" PIN LOCK	NA	NA	DOOR LATCH, 1/2" PIN LOCK, 1/2" PIN LOCK, 1/2" PIN LOCK
1	2	POSS. WINDOW	NA	4 1/8"	NA	24" x 48"	NA	NA	WHITE (AWI)	WHITE (AWI)	NA	NA	NA	NA	DOOR LATCH, 1/2" PIN LOCK, 1/2" PIN LOCK, 1/2" PIN LOCK

**PHOENIX MODULAR**  
 5501 W. MADISON ST., PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
 AMTICK 1 BEDROOM 1 BATH 1 KITCHEN 1 LIVING 1 DINING 1

THESE DRAWINGS ARE THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANY WAY WITHOUT PERMISSION.

DEALER: DSHBI

PROJECT: DINING ROOM

STATES: CALIFORNIA

SERIAL NUMBERS: PM-3817-2440

DRAWN BY: KMB

PLOT DATE: 3/28/2018

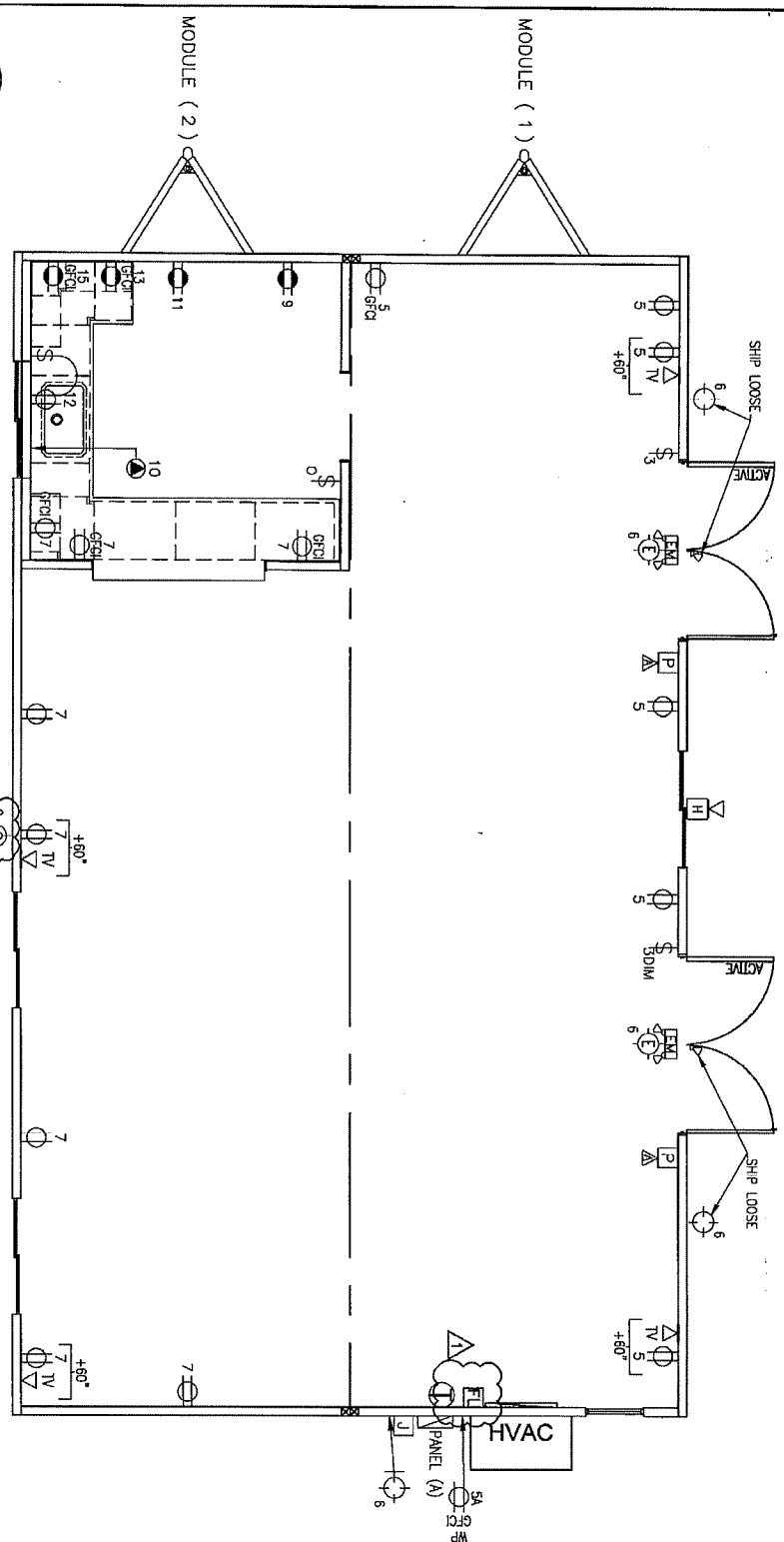
REV # / DATE: #1 2/8/2018 PR#1 #2 3/14/2018 PR#284

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 MAR 28 2018

3 OF 9

# 1 ELECTRICAL PLAN

1/4"=1'-0"



## ELECTRICAL SCHEDULE

SYMBOL	DESCRIPTION	QTY	REMARKS
1	120V 15A GFI BREAKER	1	
2	120V 15A GFI BREAKER	1	
3	120V 15A GFI BREAKER	1	
4	120V 15A GFI BREAKER	1	
5	120V 15A GFI BREAKER	1	
6	120V 15A GFI BREAKER	1	
7	120V 15A GFI BREAKER	1	
8	120V 15A GFI BREAKER	1	
9	120V 15A GFI BREAKER	1	
10	120V 15A GFI BREAKER	1	
11	120V 15A GFI BREAKER	1	
12	120V 15A GFI BREAKER	1	
13	120V 15A GFI BREAKER	1	
14	120V 15A GFI BREAKER	1	
15	120V 15A GFI BREAKER	1	
16	120V 15A GFI BREAKER	1	
17	120V 15A GFI BREAKER	1	
18	120V 15A GFI BREAKER	1	
19	120V 15A GFI BREAKER	1	
20	120V 15A GFI BREAKER	1	

## ELECTRICAL SCHEDULE CONT.

SYMBOL	DESCRIPTION	QTY	REMARKS
21	120V 15A GFI BREAKER	1	
22	120V 15A GFI BREAKER	1	
23	120V 15A GFI BREAKER	1	
24	120V 15A GFI BREAKER	1	
25	120V 15A GFI BREAKER	1	
26	120V 15A GFI BREAKER	1	
27	120V 15A GFI BREAKER	1	
28	120V 15A GFI BREAKER	1	
29	120V 15A GFI BREAKER	1	
30	120V 15A GFI BREAKER	1	
31	120V 15A GFI BREAKER	1	
32	120V 15A GFI BREAKER	1	
33	120V 15A GFI BREAKER	1	
34	120V 15A GFI BREAKER	1	
35	120V 15A GFI BREAKER	1	
36	120V 15A GFI BREAKER	1	
37	120V 15A GFI BREAKER	1	
38	120V 15A GFI BREAKER	1	
39	120V 15A GFI BREAKER	1	
40	120V 15A GFI BREAKER	1	

## ELECTRICAL SCHEDULE CONT.

SYMBOL	DESCRIPTION	QTY	REMARKS
41	120V 15A GFI BREAKER	1	
42	120V 15A GFI BREAKER	1	
43	120V 15A GFI BREAKER	1	
44	120V 15A GFI BREAKER	1	
45	120V 15A GFI BREAKER	1	
46	120V 15A GFI BREAKER	1	
47	120V 15A GFI BREAKER	1	
48	120V 15A GFI BREAKER	1	
49	120V 15A GFI BREAKER	1	
50	120V 15A GFI BREAKER	1	
51	120V 15A GFI BREAKER	1	
52	120V 15A GFI BREAKER	1	
53	120V 15A GFI BREAKER	1	
54	120V 15A GFI BREAKER	1	
55	120V 15A GFI BREAKER	1	
56	120V 15A GFI BREAKER	1	
57	120V 15A GFI BREAKER	1	
58	120V 15A GFI BREAKER	1	
59	120V 15A GFI BREAKER	1	
60	120V 15A GFI BREAKER	1	

**PHOENIX MODULAR**

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TEL 602-447-6100 FAX 602-447-6478

**SUNBELT MODULAR, INC.**

AMTOK 1 DRISCOM 1 YRISCOM 1 MCK STEEL 1 AMERD PAB

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DEALER: OSMBI

PROJECT: DINING ROOM

STATES: CALIFORNIA

SERIAL NUMBERS: PV-3877-2440

DRAWN BY: KIBS

PLOT DATE: 3/28/2018

REV # / DATE: #1 2/8/2018 PPH#1

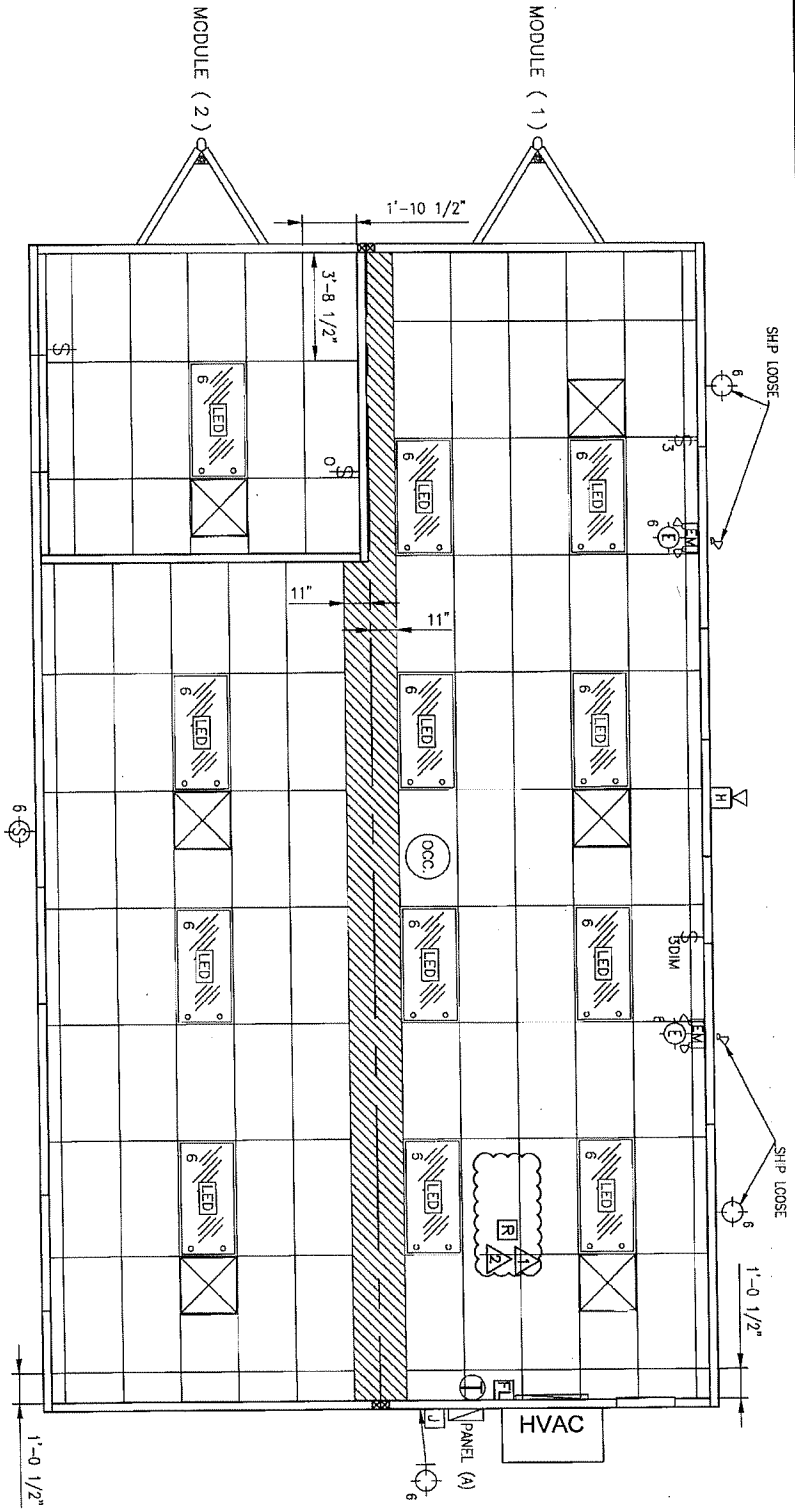
#2 3/14/2018 PPH#344

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SHEET: 4 OF 9

B. MARK STEEL, L.E.  
SUNBELT MODULAR, INC.  
1102 N. 2ND AVE., SUITE 100  
PHOENIX, AZ 85004  
TEL 602-447-6100



**1** REFLECTED CEILING PLAN  
1/8"=1'-0"

**PHOENIX MODULAR**

5351 W. MADISON ST. - PHOENIX, AZ 85040  
PH 602-447-6460 FAX 602-447-6475



**SUNBELT MODULAR, INC.**  
ALUMINUM • STAINLESS STEEL • POLYESTER • POLYURETHANE

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OR USED IN ANY  
MANNER WITHOUT  
WRITTEN  
PERMISSION.

DEALER:  
DSMBI

PROJECT:  
DINING ROOM

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
FMC-3817-2440

DRAWN BY:  
KNBS

PLOT DATE:  
3/28/2018

REV # / DATE:  
#1 2/8/2018 PR#1

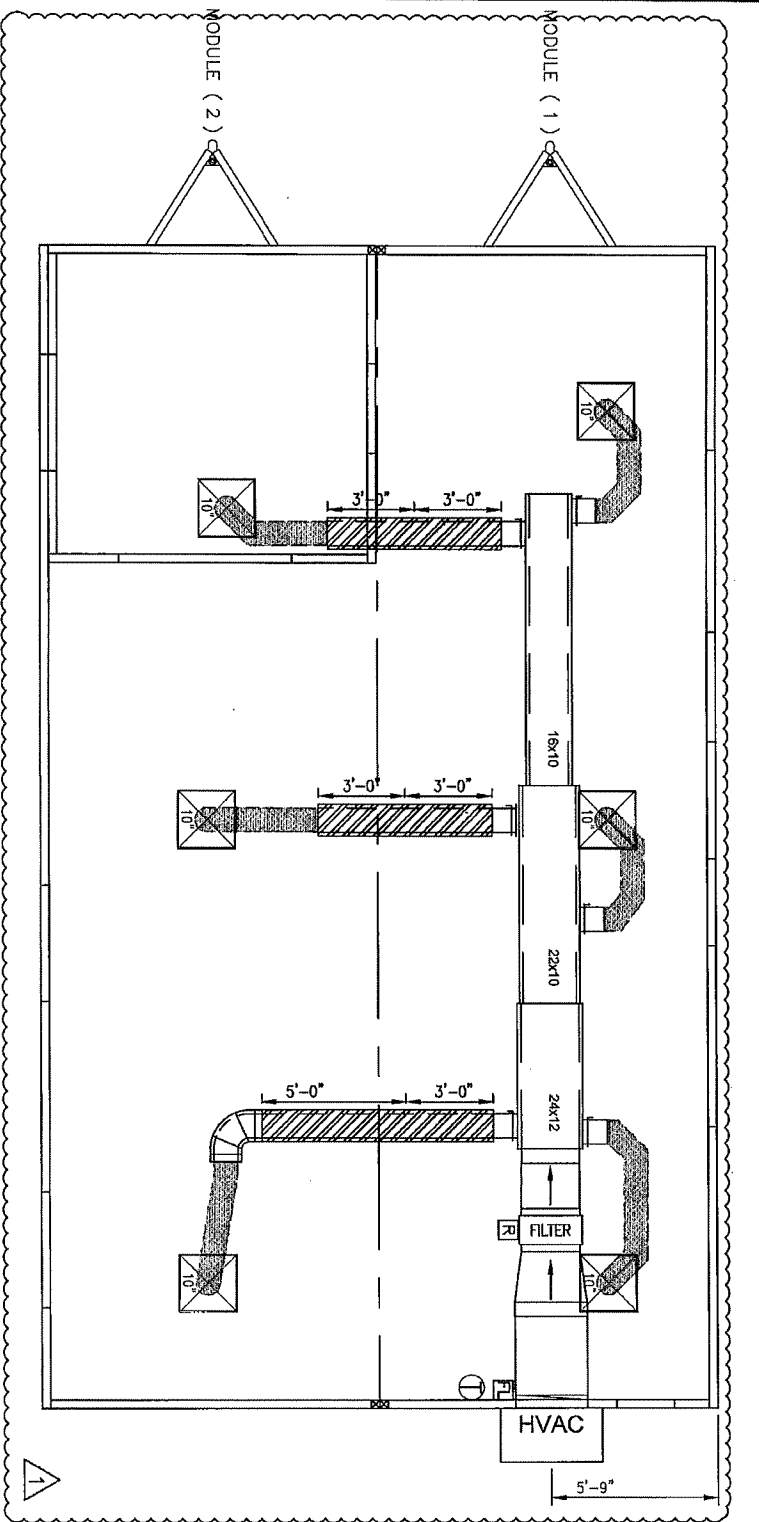
#2 3/14/2018 PR#344

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MAR 28 2018

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
15151 N. 19TH AVE., SUITE 100  
PHOENIX, AZ 85028  
(602) 927-4760

SHEET: 5 OF 9



**1** REFLECTED CEILING PLAN  
1/4"=1'-0"

**REQUIRED VENTILATION:**

TOTAL AREA: 888 SQ. FT.  
PANTRY AREA: 111 SQ. FT. (300 SQ. FT. PER OCC)  
OCCUPANTS: 1  
REMAINING AREA: 777 SQ. FT. (16 SQ. FT. PER OCC)  
OCCUPANTS: 52

53 OCCUPANTS  
REQUIRED FRESH AIR PER OCCUPANT: 15 CFM  
REQUIRED FRESH AIR: 53 X 15 = 795 CFM  
5T HP UNIT: 1800 CFM  
ECONOMIZER SET AT 50% OPEN: 1800/2 = 900 CFM  
900 > 795 THEREFOR OK

**HVAC SCHEDULE**

SYM	DESCRIPTION	QTY
1	5 TON 1/2" W/ 1/2" BW REFR STRO (ECONOMIZER)	1
2	MODEL # (CHECK) 1010000 & 111-1/2" W/ 1/2" BW REFR STRO	1
3	30" x 10" GALV SLATE x 30" LONG	1
4	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
5	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
6	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
7	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
8	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
9	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
10	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
11	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
12	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
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14	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
15	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
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17	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
18	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
19	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
20	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
21	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
22	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
23	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
24	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
25	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
26	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
27	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
28	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
29	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1
30	1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP	1

NOTE: 1000000 1/2" SLATE BACK IS ACCESS SUPPLYED BY CP

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MAR 28 2018

**PHOENIX MODULAR**  
5501 W. MADISON ST. - PHOENIX, AZ 85043  
TEL 602-447-5168 FAX 602-447-5476

**SUNBELT MODULAR, INC.**  
AMTEX | DODGEM | PHOENIX | MCR. STGE. | AMESFAB

**REVISIONS:**

1. 2/28/2018 PR#1

2. 3/14/2018 PR#354

**PROJECT:** DINING ROOM

**STATES:** CALIFORNIA

**SERIAL NUMBERS:** PHL-3817-2440

**DRAWN BY:** KWB

**PLOT DATE:** 3/28/2018

**REV # / DATE:** #1 2/28/2018 PR#1

**#2 3/14/2018 PR#354**

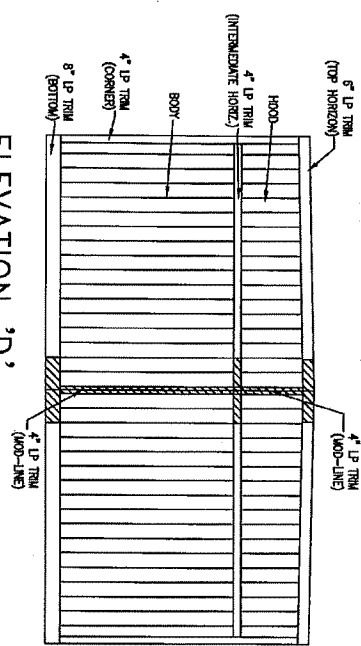
**SHEET:** 6 OF 9

**PHOENIX MODULAR**  
5501 W. MADISON ST. - PHOENIX, AZ 85043  
TEL 602-447-5168 FAX 602-447-5476

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AMTEX | DODGEM | PHOENIX | MCR. STGE. | AMESFAB

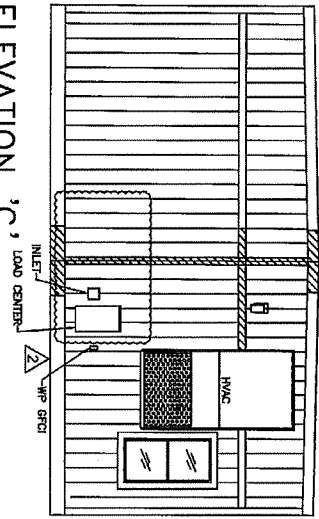




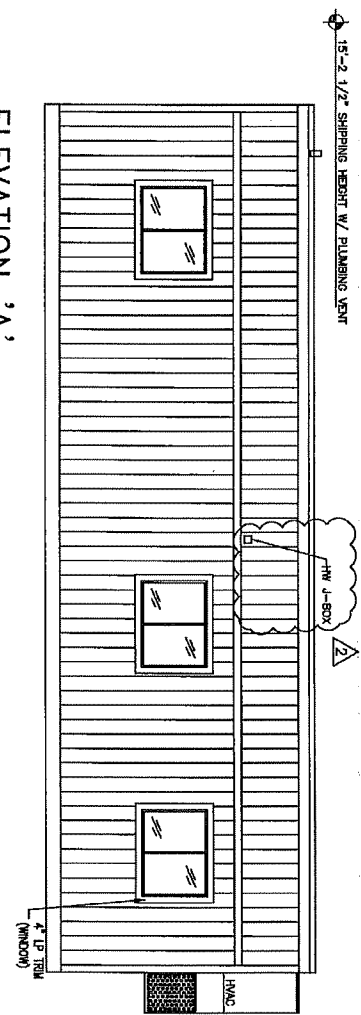


ELEVATION 'D'

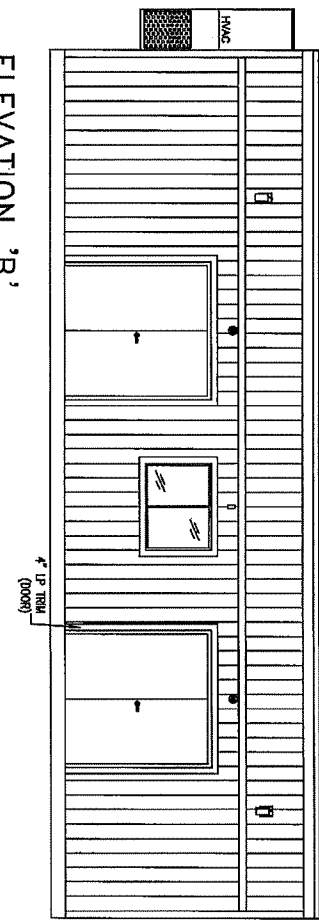
HATCHING DENOTES:  
LP TRIM SHIPPED LOOSE.



ELEVATION 'C'



ELEVATION 'A'



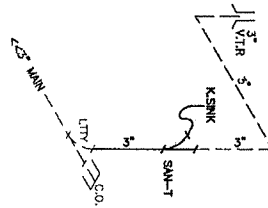
ELEVATION 'B'

**PHOENIX MODULAR**  
 5101 W. MADISON ST. - PHOENIX, AZ 85043  
 FAX 602-997-7476  
**SUNBELT MODULAR, INC.**  
 AMTEX | DICKSON | PHOENIX | M.R. STEEL | AMERISPAR

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 DEALER:  
 DSMBI

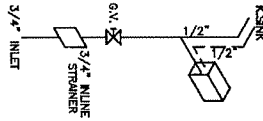
PROJECT:  
 DINING ROOM  
 STATES:  
 CALIFORNIA  
 SERIAL NUMBERS:  
 PN-3817-2440  
 DRAWN BY:  
 KMS  
 PLOT DATE:  
 3/28/2018  
 REV # / DATE:  
 #1 2/8/2018 PR#1  
 #2 3/14/2018 PR#344

FINAL RELEASE  
 MAR 28 2018  
 R. MARK STEELE, P.E.  
 CHAIRMAN, ENGINEERING  
 SUNBELT MODULAR, INC.  
 17725 N. 28TH DR., DUGES, AZ 85088  
 PHOENIX, AZ 85088  
 (602) 997-7476  
 SHEET:  
 8  
 OF  
 9



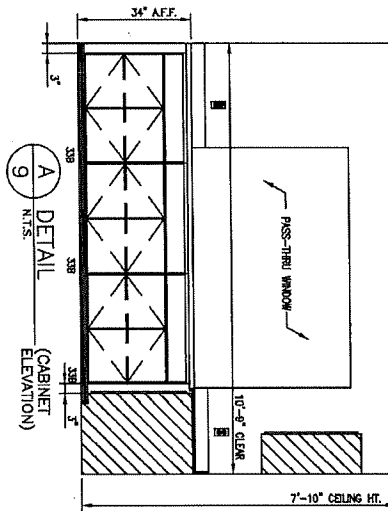
# WASTE & VENT SCHEMATIC

ALL PIPE TO BE ASS. SCHEDULE 40  
AND WITH SLOPE 1/4" PER FOOT  
NOTE: PLUMBING MATERIAL TO BE SUPPLIED  
AND INSTALLED ON SITE BY OTHERS.

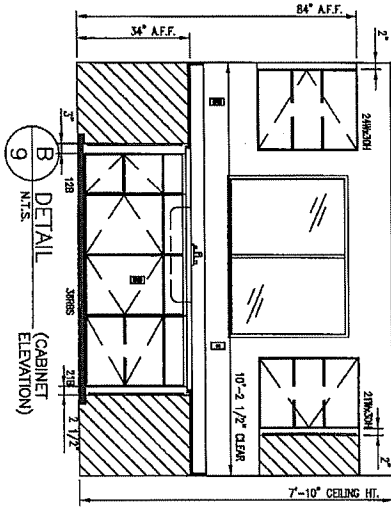


# COLD & HOT SCHEMATIC

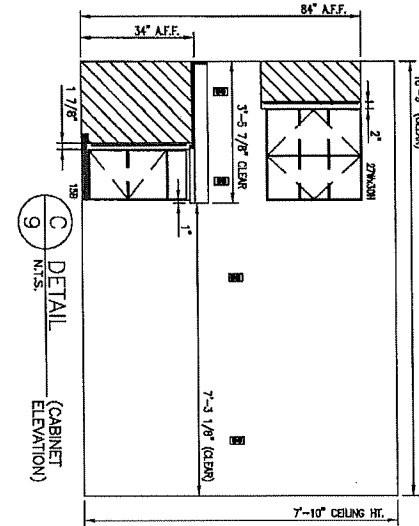
MAXIMUM PRESSURE RANGE @ POINT OF CONNECTION 46 TO 80 PSI  
GREATEST DEVELOPED LENGTH 40'  
SUPPLY: COPPER (TYPE M)



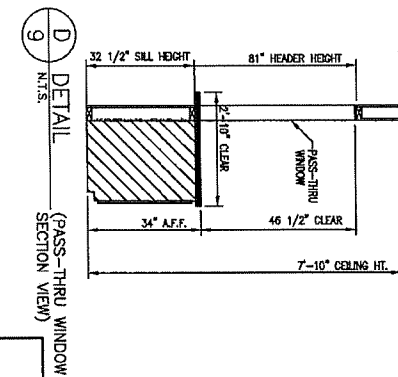
A DETAIL (CABINET ELEVATION)



B DETAIL (CABINET ELEVATION)



C DETAIL (CABINET ELEVATION)



D DETAIL (PASS-THRU WINDOW SECTION VIEW)

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
TEL 602-447-5460 FAX 602-447-5475



**SUNBELT MODULAR, INC.**  
AMTICK 1 DODGEM 1 PHOENIX 1 SCL. STEEL 1 AGRIB-BAR

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PERMISSION.

DEALER:

DSMBI

PROJECT:

DINING ROOM

STATES:

CALIFORNIA

SERIAL NUMBERS:

PM-3817-2440

DRAWN BY:

KNBS

PLOT DATE:

3/28/2018

REV # / DATE:

#1 2/8/2018 PR#1  
#2 2/14/2018 PR#364

FINAL RELEASE

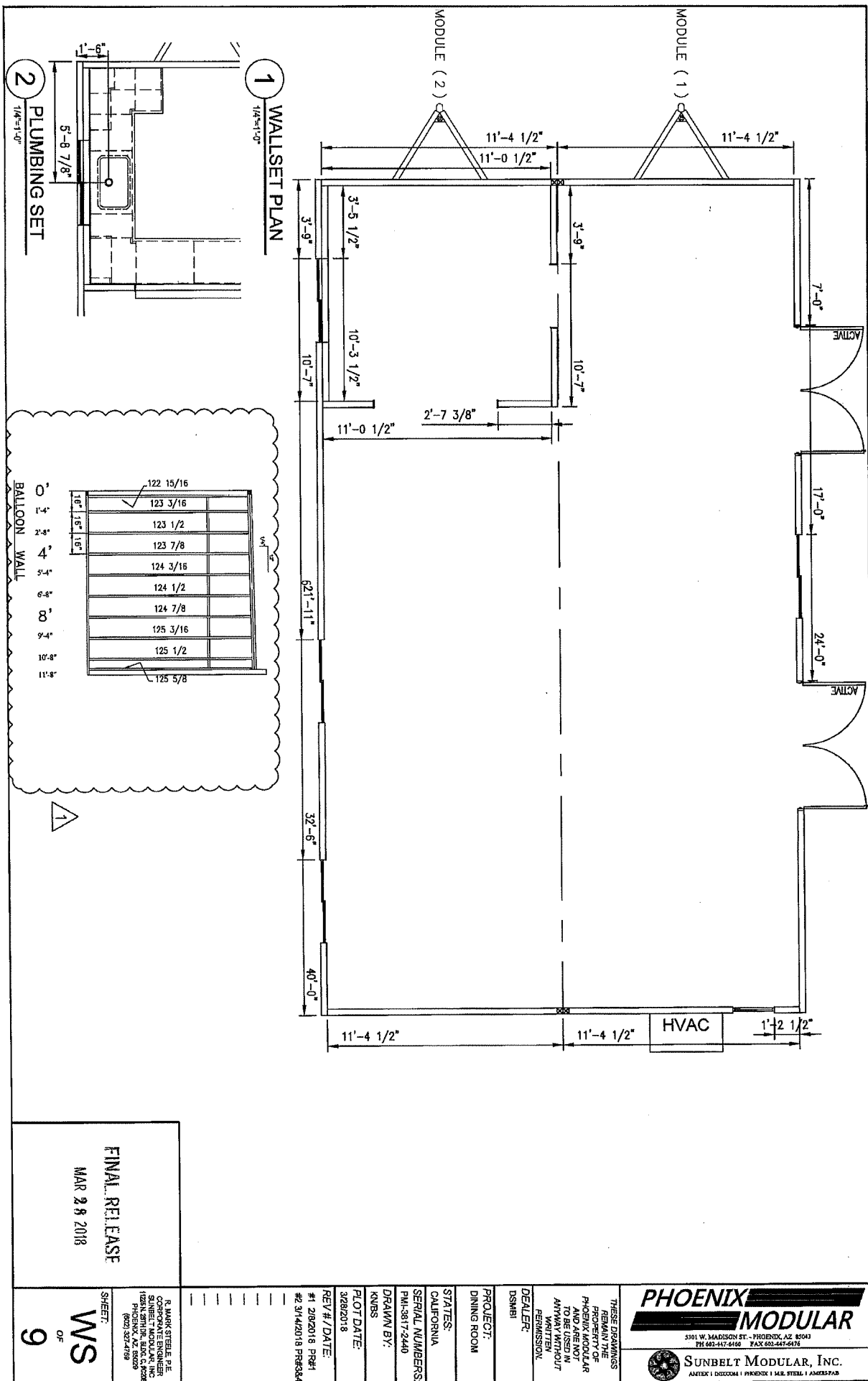
MAR 28 2018

SHEET:

9 OF 9

9

8 MARK STEEL P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
10707 N. 19TH AVE. SUITE 100  
PHOENIX, AZ 85028  
(602) 327-4799



<b>MANUFACTURER:</b> PHOENIX MODULAR 5301 W. MADISON ST. PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476		<b>DESIGN CRITERIA / LOADS:</b> <table><tr><td>NO OF MODULES</td><td>1</td></tr><tr><td>BUILDING CONSTRUCTION</td><td>WB</td></tr><tr><td>OCCUPANCY USE GROUP</td><td>B</td></tr><tr><td>FLOOR LIVE LOAD</td><td>50 psf (2000 lb concentrated)</td></tr><tr><td>ROOF LIVE LOAD</td><td>20 psf (4000 lb @ center)</td></tr><tr><td>WIND LOAD</td><td>15 psf</td></tr><tr><td>WIND SNOW LOAD</td><td>2016 CBC - 116 MPH, EXP. C</td></tr><tr><td>SEISMIC</td><td>II</td></tr><tr><td>PERMISSIBLE GAS TYPE</td><td>Sh-43, 2D, S1+1, 288</td></tr><tr><td>CLIMATE ZONE</td><td>NA</td></tr><tr><td>PERMITS</td><td>Design Category 'E'</td></tr></table>		NO OF MODULES	1	BUILDING CONSTRUCTION	WB	OCCUPANCY USE GROUP	B	FLOOR LIVE LOAD	50 psf (2000 lb concentrated)	ROOF LIVE LOAD	20 psf (4000 lb @ center)	WIND LOAD	15 psf	WIND SNOW LOAD	2016 CBC - 116 MPH, EXP. C	SEISMIC	II	PERMISSIBLE GAS TYPE	Sh-43, 2D, S1+1, 288	CLIMATE ZONE	NA	PERMITS	Design Category 'E'
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PERMISSIBLE GAS TYPE	Sh-43, 2D, S1+1, 288																								
CLIMATE ZONE	NA																								
PERMITS	Design Category 'E'																								
<b>NOT INCLUDED IN SCOPE OF WORK:</b> 1. PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT. 2. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER, LOCATED WITHIN 600 FEET ON AN ACCESSIBLE ROUTE. 3. ANY REQUIRED FRESKMOKE DETECTION AND/OR SMOKE EXHAUST TO BE INSTALLED BY OTHERS. 4. THE BUILDING OWNER, S RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIRED ACCESSIBILITY ELEMENTS. THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. A SEISMIC ANALYSIS IS REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL.		<b>IDENTIFICATION:</b> DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE REMAINING PORTION OF THE MODULE.																							
<b>LIMITATIONS:</b> SPRINKLERS REQUIRED. FACTORY CONTROLLED BY. DEALER SLUIMT FIRE PROTECTION INSTALLED BY.		<b>NOTES:</b> 1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. TO MEET REQUIREMENTS FOR SEPARATION FROM ADJACENT BUILDINGS. 2. THIS PLAN MAY BE REVERSED AND/OR MIRRORRED. 3. SEE STRUCTURAL PACKAGE FOR ALL STRUCTURAL STANDARDS AND DETAILS. 4. COMPLIANCE WITH RED LIGHT/NIGHT RESISTANT STANDARDS FOR ALL REQUIREMENTS BY CBC CHAPTER 701. NO REQUIREMENTS BY CBC CHAPTER 701. 5. TO BE INSTALLED ON A PERMANENT FOUNDATION. NO COMMERCIAL MODULAR REQUIREMENTS WITH THE CALIFORNIA CODE OF REGULATIONS TITLE 25.																							
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b>																									
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b> <table><tr><td>1. PROPOSED ADDRESS</td><td>260 BRYANT STREET</td></tr><tr><td>2. EXPLANATION OF BUILDING USE</td><td>OFFICE</td></tr><tr><td>3. SET TYPE</td><td>PHOTOGRAPH ABOVE GRADE</td></tr></table>				1. PROPOSED ADDRESS	260 BRYANT STREET	2. EXPLANATION OF BUILDING USE	OFFICE	3. SET TYPE	PHOTOGRAPH ABOVE GRADE																
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<b>DRAWING INDEX</b> SHEET 1: COVER SHEET SHEET 2: SPECIFICATIONS AND CONDITIONS SHEET 3: FLOOR PLAN, PLUMBING SCHEMATICS SHEET 4: ELECTRICAL PLAN SHEET 5: REFLECTED CEILING PLAN SHEET 6: HVAC PLAN SHEET 7: CROSS SECTION, MISC. DETAILS SHEET 8: ELEVATIONS																									

DEALER:

DSMBI

PROJECT:

OFFICE

12' x 40'

PM-3818-1240

MANUFACTURED BY:

PHOENIX MODULAR

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

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MAR 28 2018

1  
OF  
7

PHOENIX MODULAR

SUNBELT MODULAR, INC.  
5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

<b>FRAME / CHASSIS:</b>	
Frame Type: Basement Quantity: (1) EA. Size: 11'-3" x 40'-0" Type: Outigger @ 88 in O.C., Crossmember @ 88 in O.C., Main Rails @ 99 1/2 in O.C., 12 in. x 12 in. beam Beam Size: TRIPLE 80000 mixed with (A4) brule Axles: Detachable Hitch: 8x14 1/4 ply rated Tires:  Additional Frame / Chassis Items Included In Quoted Price: Item 1: M.R. Steel Metal Frames.	
<b>FLOOR CONSTRUCTION:</b>	
Floor Joist: 2X4 #2 HF equal or better Joist Spacing: 133-7/8 in. Floor: 16 in. O.C. Insulation: Single layer 3/4 in. T & G Plywood. Bottom: Reinforced Plastic Additional Floor Items Included In Quoted Price: Item 1: N/A	
<b>EXTERIOR WALL CONSTRUCTION:</b>	
Framing: Stud: 2X4 #2 HF equal or better @ 16 in. O.C. Top Plate: Double 2X4 #2 HF equal or better Bottom Plate: Single 2X4 #2 HF or better Header: (2) 2x4 header with 1/2 in. shim at all exterior openings (UNO) Insulation: R-13 Kraft back fiberglass batt Siding Type: 7/16 in. LP Smooth-panel vertical siding (or process) with barkside wrap underlayment. Sternal Height: See cross section for heights Additional Exterior Wall Items Included In Quoted Price: N/A	
<b>INTERIOR WALL CONSTRUCTION:</b>	
Framing: Stud: 2X4 #2 HF equal or better @ 16 in. o.c. Top plate: Single 2X4 #2 HF equal or better (Double as needed) Bottom plate: Single 2X4 #2 HF or better bottom plate Sheat height: 82.58 in. (Ceiling Ht.) Insulation: N/A Additional Interior Wall Items Included In Quoted Price: Item 1: N/A	
<b>ROOF CONSTRUCTION:</b>	
Roof Type: Shed (slope roof sloping away from exterior doors) Roof Slope: 1/4 to 1/2 Rafter size: 2X10 #2 HF equal or better (FULLY BLOCKED) Rafter Length: 137 in. Spacing: 16 in. O.C. Insulation: R-38 CATHEDRAL unfaced Fiberglass batt with support netting Sheathing: 1/2 in. 240 Sheathing Roofing: 46 mil single ply EPDM over 1/4" Densdeck Color: White Additional Roof Items Included In Quoted Price: Item 1: N/A	
<b>FINISHES:</b>	
<b>FLOOR COVERING</b> Type 1: Location: (REMANDED) Color to be: (White GRAY) 0.080 self edge linoleum covered up wall 6 in. (min) Location: (RESTROOM ONLY) Color to be: (White GRAY) BASE Core Base 1: Location: (REMANDED) Color to be: (GRAY) Self Cove (two floor finish) Location: (RESTROOM ONLY) Core Base 2: Location: (RESTROOM ONLY) WALLS Covering 1: Location: (Drywall) Height: 8 ft. Color to be: (Off White GRAY) FRP Material - per code Location: (RESTROOM ONLY) Height: 4 ft. Color to be: (White). TRIM Wall Trim 1: Vinyl Covered trim Color to be: (To match VCG)	
<b>CEILING</b> Type 1: 2 ft. x 4 ft. HEAVY DUTY T-Grid w/ Struts & wires (Armstrong Tile 6'x6' or Equal) Height: 7'-10"	
<b>EXTERIOR</b> Siding body: Color: (BUTTERS/COTCH) 6 ft. sheath Head: Color: (BUTTERS/COTCH) Corner trim: Color: (BUTTERS/COTCH) Door & window trim: Color: (BUTTERS/COTCH) Intermediate horizontal trim: Color: (BUTTERS/COTCH) Intermediate horizontal trim: Color: (BUTTERS/COTCH) separate head & body Top horizontal trim: Color: (BUTTERS/COTCH) Self Finish	
<b>EXTERIOR/INTERIOR DOORS:</b> (SEE DOOR SCHEDULE)	
<b>WINDOWS:</b> (SEE WINDOW SCHEDULE)	
<b>CLOSEUP:</b> Type: Single Unit Notes: Module NOT TO exceed 12'-0"	
<b>APPLIANCES:</b> None provided	
<b>ACCESSORIES:</b> Cabinet: None provided Countertop: None provided Shelving: None provided	

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MAR 28 2018

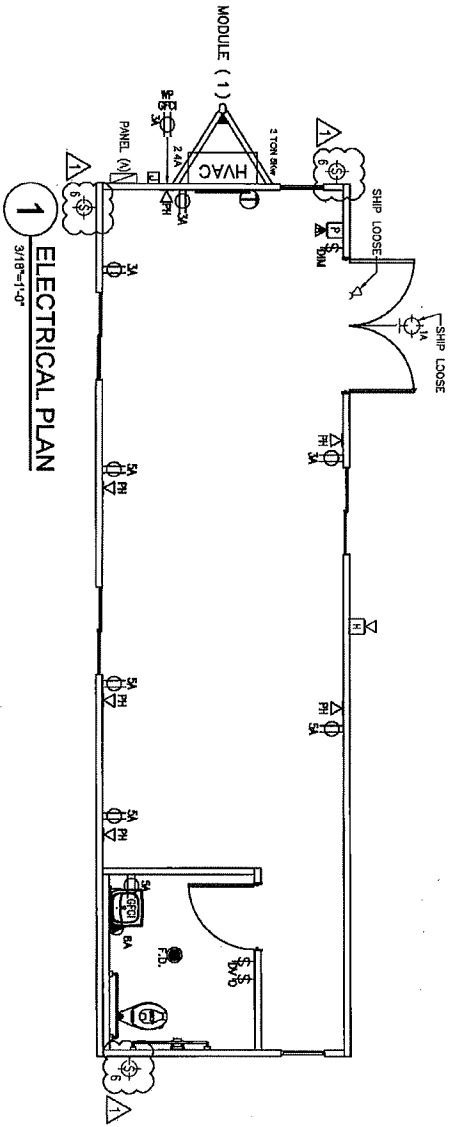
SHEET: 2 OF 7

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 DEALER: DSMBI  
 PROJECT: OFFICE  
 STATES: CALIFORNIA  
 SERIAL NUMBERS: PM-3818-1240  
 DRAWN BY: RH/RS  
 PLOT DATE: 3/28/2018  
 REV# / DATE: #1 2/22/2018 PR#3  
                       #2 2/27/2018 PR#4  
                       #3 3/15/2018 PR#5

**PHOENIX MODULAR**  
5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6416  
  
**SUNBELT MODULAR, INC.**  
A UNIT 1 BOX 1 MIDCITY | PHOENIX, AZ 85043 | 602.447.6460

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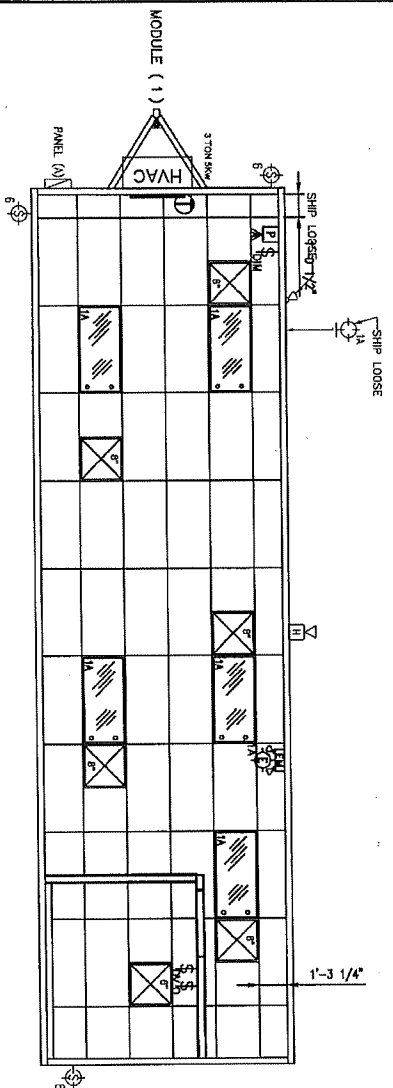


**1 ELECTRICAL PLAN**  
3/18-1-07

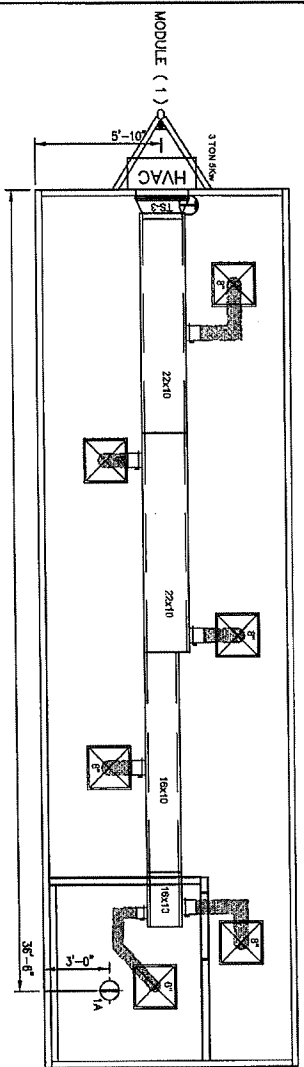
125 AMP 120/240 1 PHASE			
PANEL WITH 125 AMP MAIN BREAKER (NEMA 3B)		Description	
W/S	Description	Circuit Breaker	W/S
12	(6) Leg. (1) Panel, (4) Panel, (1) Breaker	1 20 6000	8
12	(1) WP GFCI (3) recepts	3 20 6000	6
12	(1) GFCI (4) recepts	5 20 3000	10
Space	Space	7	Space
Space	Space	9	Space
Space	Space	11	Space
ELECTRICAL CALCULATION:		10825	7320
GENERAL LIGHTING:		1842	Watts
9 RECEPTS =		1820	Watts
4 RECEPTS =		1320	Watts
1 WATER HEATER =		3000	Watts
TYPE OF PANEL: LOAD CENTER			
PANEL A			
1856Z with ground by 2400000 = 313Z AMP'S TOTAL			

ELECTRICAL SCHEDULE			
SYMBOL	DESCRIPTION	QTY	REMARKS
1	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
2	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
3	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
4	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
5	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
6	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
7	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
8	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
9	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
10	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
11	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
12	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
13	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
14	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
15	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
16	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
17	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
18	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
19	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
20	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
21	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
22	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
23	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
24	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
25	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
26	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
27	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
28	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
29	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
30	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
31	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
32	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
33	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
34	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
35	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
36	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
37	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
38	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
39	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
40	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
41	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
42	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
43	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
44	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
45	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
46	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
47	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
48	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
49	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
50	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
51	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
52	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
53	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
54	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
55	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
56	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
57	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
58	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
59	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
60	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
61	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
62	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
63	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
64	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
65	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
66	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
67	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
68	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
69	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
70	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
71	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
72	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
73	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
74	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
75	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
76	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
77	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
78	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
79	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
80	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
81	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
82	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
83	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
84	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
85	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
86	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
87	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
88	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
89	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
90	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
91	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
92	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
93	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
94	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
95	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
96	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
97	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
98	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
99	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A
100	125 AMP 1 PHASE 120/240V 125 AMP MAIN BREAKER (NEMA 3B)	1	N/A





**1 REFLECTED CEILING PLAN**  
3/16"=1'-0"



**2 HVAC PLAN**  
3/16"=1'-0"

**HVAC SCHEDULE**

SYM	DESCRIPTION	QTY
1	3 TON HEAT W/ 5 KW HEAT STRIP (F.A.D.)	1
2	22"x10" FIBERGLASS DUCT	1
3	22"x10" FIBERGLASS DUCT	1
4	22"x10" FIBERGLASS DUCT	1
5	22"x10" FIBERGLASS DUCT	1
6	22"x10" FIBERGLASS DUCT	1
7	22"x10" FIBERGLASS DUCT	1
8	22"x10" FIBERGLASS DUCT	1
9	22"x10" FIBERGLASS DUCT	1
10	22"x10" FIBERGLASS DUCT	1
11	22"x10" FIBERGLASS DUCT	1
12	22"x10" FIBERGLASS DUCT	1
13	22"x10" FIBERGLASS DUCT	1
14	22"x10" FIBERGLASS DUCT	1
15	22"x10" FIBERGLASS DUCT	1
16	22"x10" FIBERGLASS DUCT	1
17	22"x10" FIBERGLASS DUCT	1
18	22"x10" FIBERGLASS DUCT	1
19	22"x10" FIBERGLASS DUCT	1
20	22"x10" FIBERGLASS DUCT	1
21	22"x10" FIBERGLASS DUCT	1
22	22"x10" FIBERGLASS DUCT	1
23	22"x10" FIBERGLASS DUCT	1
24	22"x10" FIBERGLASS DUCT	1
25	22"x10" FIBERGLASS DUCT	1
26	22"x10" FIBERGLASS DUCT	1
27	22"x10" FIBERGLASS DUCT	1
28	22"x10" FIBERGLASS DUCT	1
29	22"x10" FIBERGLASS DUCT	1
30	22"x10" FIBERGLASS DUCT	1
31	22"x10" FIBERGLASS DUCT	1
32	22"x10" FIBERGLASS DUCT	1
33	22"x10" FIBERGLASS DUCT	1
34	22"x10" FIBERGLASS DUCT	1
35	22"x10" FIBERGLASS DUCT	1
36	22"x10" FIBERGLASS DUCT	1
37	22"x10" FIBERGLASS DUCT	1
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96	22"x10" FIBERGLASS DUCT	1
97	22"x10" FIBERGLASS DUCT	1
98	22"x10" FIBERGLASS DUCT	1
99	22"x10" FIBERGLASS DUCT	1
100	22"x10" FIBERGLASS DUCT	1

NOTE: FLEX DUCT LENGTHS NOT TO EXCEED 5'  
HOLD DUCT DOWN 6" FOR SPRINKLERS

**FINAL RELEASE**  
MAR 28 2018

**PHOENIX MODULAR**  
3301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-0475

**SUNBELT MODULAR, INC.**  
AMTEX 1 507 COM 1 PHOENIX 1 AIR STEEL 1 ANDERSON

**REVISIONS**

REV	DATE	DESCRIPTION
#1	2/22/2018	PR#3
#2	2/27/2018	PR#4
#3	3/15/2018	PR#5

**PROJECT:**  
OFFICE

**STATES:**  
CALIFORNIA

**SERIAL NUMBERS:**  
PML-3818-1240

**DRAWN BY:**  
RH/BS

**PLOT DATE:**  
3/28/2018

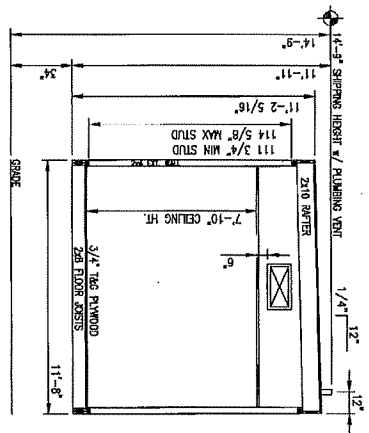
**REV #/DATE:**  
3/28/2018

**DEALER:**  
DSMBI

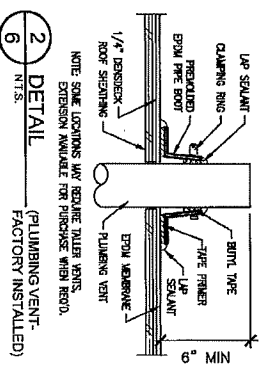
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5 OF 7

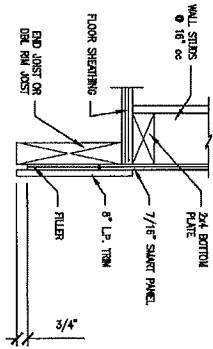
**R. MARK STEELE, P.E.**  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1400 W. MADISON ST. - PHOENIX, AZ 85043  
(602) 327-4765



**1** CROSS SECTION  
3/16" ± 1/8"



**2** DETAIL  
N.T.S.  
(PLUMBING VENT-  
FACTORY INSTALLED)



**3** DETAIL  
N.T.S.  
(WALL FINISH  
@ CHASSIS)

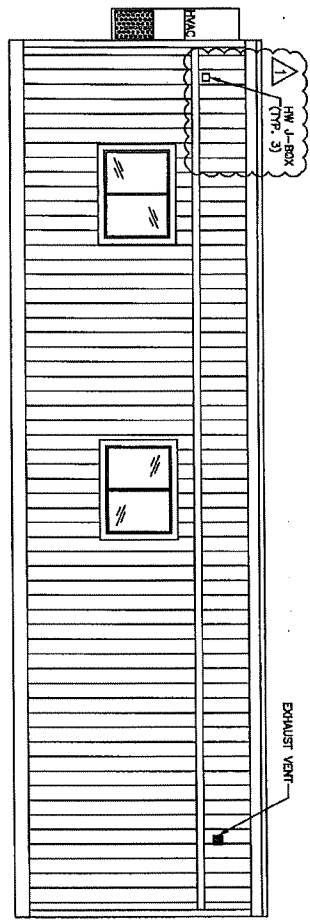
BALLOON WALL	111 3/4
0'	112
1'-4"	112 3/8
2'-0"	112 11/16
4'	113
5'-4"	113 3/8
6'-8"	113 11/16
8'	114
9'-4"	114 3/8
10'-8"	114 1/2
11'-8"	

FINAL RELEASE  
MAR 28 2018

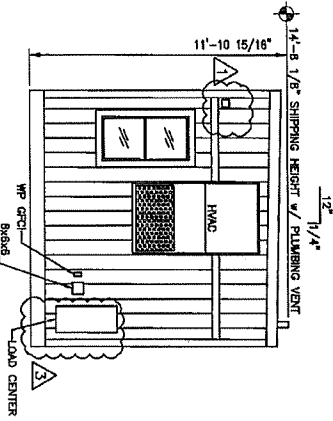
SHEET:  
6  
OF  
7

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STATES:  
CALIFORNIA  
SERIAL NUMBERS:  
PML-3818-1240  
DRAWN BY:  
R11/DS  
PLOT DATE:  
3/28/2018  
REV # / DATE:  
#1 2/22/2018 PR#3  
#2 2/27/2018 PR#4  
#3 3/15/2018 PR#5

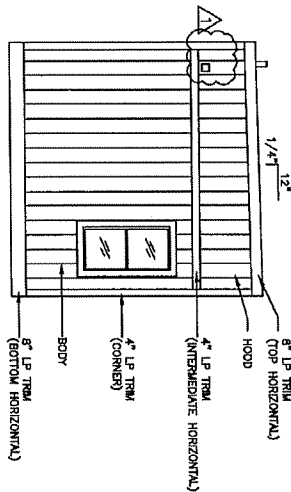
**PHOENIX MODULAR**  
5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH: 602-447-4100 FAX: 602-447-4076  
**SUNBELT MODULAR, INC.**  
AMERICA'S PREMIER 100% STEEL 100% ALUMINUM



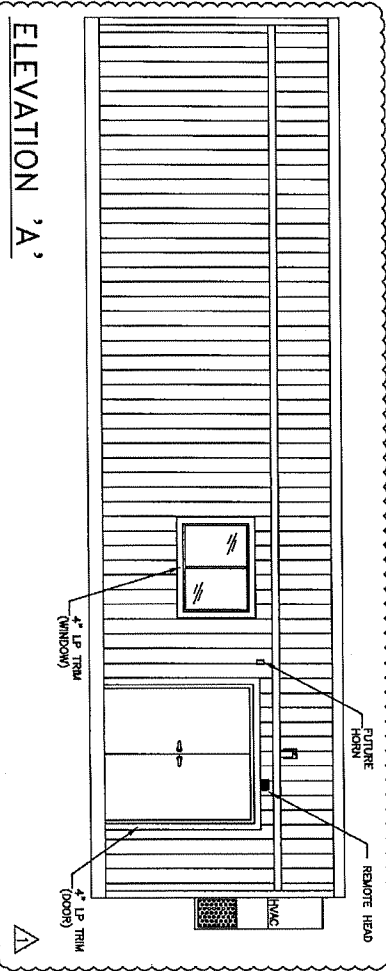
ELEVATION 'B'



ELEVATION 'D'



ELEVATION 'C'



ELEVATION 'A'

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PSE 602 417 6160 FAX 602 417 6176



**SUNBELT MODULAR, INC.**  
 ANATEX | SHOSCOM | PHOENIX | M.B. STEEL | AMERIFAB

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STATES:  
 CALIFORNIA

SERIAL NUMBERS:  
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DRAWN BY:  
 RH/BS

PLOT DATE:  
 3/28/2018

REV #/DATE:  
 #1 2/22/2018 PPS3  
 #2 2/27/2018 PPS4  
 #3 3/15/2018 PPS5

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 MAR 29 2018

R. MARK STEEL, P.E.  
 CORPORATE ENGINEER  
 SUNBELT MODULAR, INC.  
 11201 N. 19TH AVE., SUITE 100  
 PHOENIX, AZ 85028  
 (602) 277-0768

SHEET:

7  
 OF  
 7

<b>MANUFACTURER:</b> PHOENIX MODULAR 5301 W. MADISON ST. PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476		<b>NOT INCLUDED IN SCOPE OF WORK:</b> 1. PORCHES, STEPS, AND RAWS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT. ACCESS TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT. 2. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE. 3. ANY REQUIRED FIRE/SMOKE DETECTION AND/OR SUPPRESSION TO BE INSTALLED BY OWNER. 4. THE BUILDING OWNER IS RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIRED ACCESSIBILITY ELEMENTS. THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. THE BUILDING OWNER IS RESPONSIBLE FOR OBTAINING THEIR DESIGN PROFESSIONAL.	
<b>DESIGN CRITERIA / LOADS:</b> NO. OF MODULES: 1 TYPE OF CONSTRUCTION: 1A OCCUPANCY USE GROUP: 7 FLOOR LIVE LOAD: 50 psf (2000 lb concentrated) ROOF LIVE LOAD: 20 psf @ eave/roof ROOF SNOW LOAD: 15 psf WIND LOAD: 2016 CBC - 115 MPH, EXF, C OCCUPANCY/RISK CAT.: II SEISMIC: Seis-3, ZSD, S1+1.389 PERMISSIBLE GAS TYPE: Site Class "D" CLIMATE ZONE: Design Category "E" NAME AND DATE OF CODES: 2016 CBC, 2016 IFBC, 2016 CMC, 2016 CEC, 2016 CA Energy, & CBC Chapter 11B Accessibility		<b>IDENTIFICATION:</b> DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE EXTERIOR WALL OPPOSITE THE HITCH END OF THE MODULE.	
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b> SPRINKLERS REQUIRED: YES CONTRACTED BY: DEALER INSTALLED BY: SUBMIT FIRE PROTECTION		<b>NOTES:</b> 1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. TO PROPERTY LINES AS PER LOCAL BUILDING DEPARTMENT REQUIREMENTS. 2. THIS BUILDING IS DESIGNED TO MEET ALL STRUCTURAL STANDARDS AND DETAILS. 3. CONSTRUCTION SYSTEM REQUIREMENTS? 4. COMPLIANCE WITH HCD IGNITION RESISTANT 5. THIS BUILDING IS DESIGNED TO MEET ALL STRUCTURAL STANDARDS AND DETAILS. 6. THIS BUILDING IS DESIGNED TO COMPLY WITH THE COMMERCIAL MODULAR REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS TITLE 25.	
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b> 1. PROPOSED ADDRESS: 880 BRYANT STREET AND/OR LOCATION OF UNIT: SAN FRANCISCO, CA 94107 2. EXPLANATION OF BUILDING USE: OFFICE 3. SET TYPE: FINDER ABOVE GRADE			
<b>DRAWING INDEX</b> SHEET 1: COVER SHEET SHEET 2: SPECIFICATIONS AND CONDITIONS SHEET 3: FLOOR PLAN, PLUMBING SCHEMATICS SHEET 4: ELECTRICAL PLAN SHEET 5: REFLECTED CEILING PLAN SHEET 6: HVAC PLAN SHEET 7: CROSS SECTION, MISC. DETAILS SHEET 8: ELEVATIONS			

# MANUFACTURED BY:

# PHOENIX MODULAR

## DEALER:

## DSMBI

## PROJECT:

## OFFICE

## 12' x 60'

## PMI-3819-1260

5301 W. MADISON ST. - PHOENIX, AZ 85043

PH 602-447-6460 FAX 602-447-6476

FINAL RELEASE

MAR 28 2018

1  
of  
7

**PHOENIX MODULAR**

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 DEALER:  
 DSMBI  
 OFFICE

STATES:  
 CALIFORNIA  
 SERIAL NUMBERS:  
 PMI-3819-1260  
 DRAWN BY:  
 RH/BS  
 PLOT DATE:  
 3/28/2018  
 REV # / DATE:  
 #1 / 2-8-18 / AN  
 #2 / 2-22-18 / KN

FRAME / CHASSIS:
Frame Type: Basement (CH2)
Quantity: (1) EA
Size: 11'-9" x 60'-0"
Type: Outrigger @ 96 in O.C.
Barn Size: 12 in. J. L-beam
Additional Frame / Chassis Items Included In Quoted Price: N/A. Steel Metal Trusses.

FLOOR CONSTRUCTION:
Floor Joist: 2X8 #2 HF equal or better
Joist Spacing: 18 in. O.C.
Floor: Single layer 3/4 in. T & G Plywood.
Insulation: R-19 unfaced fiberglass batt.
Bottom: Reinforced Plastic.

EXTERIOR WALL CONSTRUCTION:
Framing: Stud: 2X4 #2 HF equal or better @ 16 in. O.C.
Top Plate: Double 2X4 #2 HF equal or better
Bottom Plate: Single 2X4 #2 HF or better
Header: (2) 2X4 header with 1/2 in. split at all exterior openings (JACO)
Insulation: R-13 Kraft back fiberglass batt
Siding Type: 7/16 in. LP Smart-panel vertical siding (8" grooves) with barkside wrap underlayment.
Sheetrock Height: See cross section for heights.
Additional Exterior Wall Items Included In Quoted Price: N/A.

INTERIOR WALL CONSTRUCTION:
Framing: Stud: 2X4 #2 HF equal or better @ 16 in. O.C.
Top plate: Single 2X4 #2 HF equal or better Double as needed
Bottom plate: Single 2X4 #2 HF or better bottom plate
Stud length: 82-62 1/2 in. (Ceiling H.L., Full H.L. (SHEETWALL ONLY))
Insulation: N/A
Additional Interior Wall Items Included In Quoted Price: Interior sheetrock (see floor plan for location and detail 20)
Item 1: 20' x 8' 0" (10' x 8' 0" of the wall)
Sheetrock: Falcun to ceiling with 5' x 0.131" nails at 4 in. O.C. (4 per stud bay)
Bottom plate: Falcun to double plate with 3' x 0.131" nails at 4 in. O.C. (4 per stud bay)

ROOF CONSTRUCTION:
Roof Type: Complex
Roof Slope: 1/4 to 1/2
Batten size: 2X10 #2 HF equal or better
Spacing: 18 in. O.C.
Insulation: R-30 EXTERIOR, unfaced fiberglass batt, with support railing
Sheetrock: 1/2 in. 240 Sheetrock (FULLY BLOCKED)
Roofing: 45 mil single ply EPDM over 1/4" Dimpledtek
Color: White
Additional Roof Items Included In Quoted Price: Interior sheetrock - and single rather directly above interior sheetrock (see detail 20)
Item 1:

FINISHES:
FLOOR COVERING
Type 1: 0.000 Linoleum
Location: (REMAINING)
Color to be: (White) (CM)
Type 2: 0.000 self cover module in covered up wall 8 in. (10H)
Location: (RESTROOM ONLY)
Color to be: (White) (CM)
BASE:
Cove Base 1: 4 in. vinyl cove.
Location: (REMAINING)
Color to be: (Gray)
Cove Base 2: Self Cove (see floor finish)
Location: (RESTROOM ONLY)
Color to be: (White) (CM)
WALLS:
Covering 1: 1/2 in. vinyl covered gypsum
Location: (Living)
Height: 8 ft.
Color to be: (The Grass Chalk)
Covering 2: FRP Wallboard - per code
Location: (RESTROOM ONLY)
Height: 4 ft.
Color to be: (White)
TRIM:
Wall Trim 1: Vinyl Covered trim
Color to be: (To match VCB)
CEILING:
Type 1: 2 ft. x 4 ft. HEAVY DUTY T-Gird w/ Studs & wires
(Minimal Fiber Tile 8'10" or Equal)
Height: 7'-10"
EXTERIOR:
Siding body: Color: (BUTTERSCOTCH) 8 ft. sheets
Head: Color: (BUTTERSCOTCH)
Crown trim: Color: (BUTTERSCOTCH)
Door & window trim: Color: (BUTTERSCOTCH)
Bottom horizontal trim: Color: (BUTTERSCOTCH)
Intermediate horizontal trim: Color: (BUTTERSCOTCH)
Top horizontal trim: Color: (BUTTERSCOTCH)
All paint to be: Semi-Phair
EXTERIOR/INTERIOR DOORS: (SEE DOOR SCHEDULE)
WINDOWS: (SEE WINDOW SCHEDULE)
CLOSEUP:
Type: Single Unit
Note: Media NOT TO exceed 12' 0"
APPLIANCES:
None provided
ACCESSORIES:
Cabinets: None provided
Countertops: None provided
Sinks: None provided

PHOENIX MODULAR

3305 W. MARKSUN ST., PHOENIX, AZ 85043  
TEL: 602-447-0466 FAX: 602-447-0475

SUNBLT MODULAR, INC.  
ENTER 1 EXHIBIT 1 PHOENIX 1 AIR, STEEL 1 ALUMINUM

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DEALER:  
DSMBI

PROJECT:  
OFFICE

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
PM-3819-1-1250

DRAWN BY:  
RH/BS

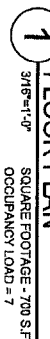
PLOT DATE:  
3/28/2018

REV # / DATE:  
#1 / 2-8-18 / JN  
#2 / 2-22-18 / JN

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OF  
7

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MAR 28 2018

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBLT MODULAR, INC.  
1100 N. CENTRAL AVENUE, SUITE 100  
PHOENIX, AZ 85006  
(602) 337-4789

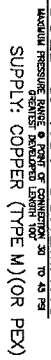
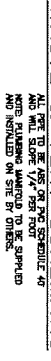


1	3	PRIESTS HOLLO
---	---	------------------

		SLIDER
2	9	WHITE VERTICAL SLIDER

ONE SET GR. LONG. MOJIL (INCLUDE 18	—	11
TOILET PAPER		

NOTE: 1. INCLUDE IN-LINE  
2. INCLUDE (2) CALL

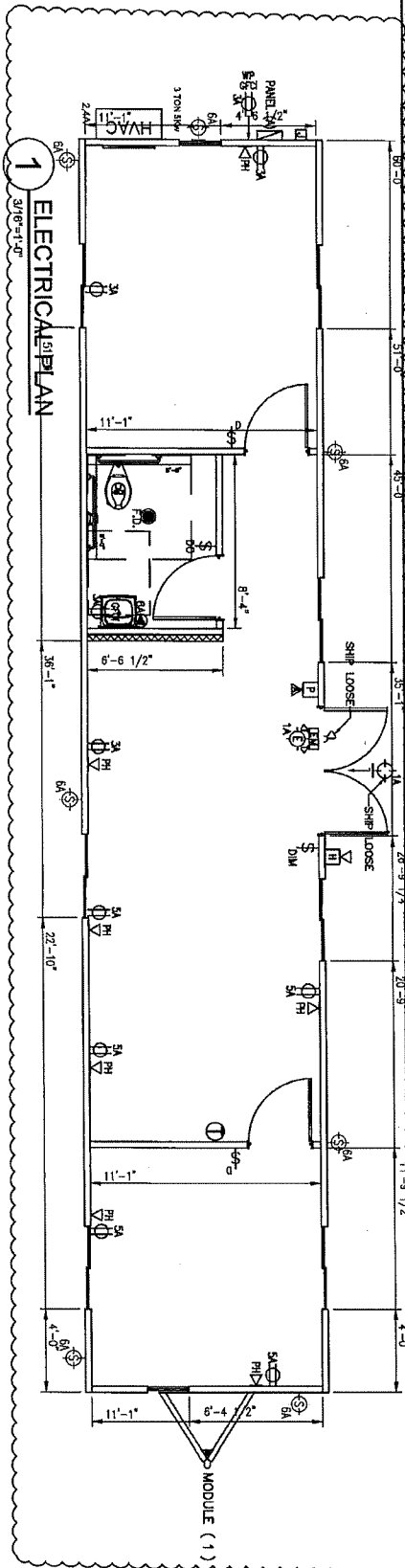


2

**PHOENIX**  
**MODULAR**

1701 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

 **SUNBELT MODULAR, INC.**  
ALUMINUM • DISC CORE • PHOENIX • 1600 STEEL • AMERICAN



### ELECTRICAL SCHEDULE

SYMBOL	DESCRIPTION	QTY	REMARKS
1	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
2	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
3	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
4	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
5	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
6	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
7	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
8	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
9	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
10	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
11	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
12	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	

### ELECTRICAL SCHEDULE

SYMBOL	DESCRIPTION	QTY	REMARKS
1	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
2	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
3	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
4	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
5	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
6	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
7	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
8	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
9	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
10	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
11	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	
12	125 AMP 120/240 1 PHASE MAIN BREAKER (NEMA 3R)	1	

**ELECTRICAL CALCULATION:**

GENERAL LIGHTING: 587 sq ft x 3.5 x 1.25 = 2568 watts

TO RECEPTACLES: 1800 watts

1 HVAC UNITS = 13200 watts

1 WATER HEATER = 3000 watts

20568 watts divide by 240 volts = 85.7 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

PANEL A

20568 watts divide by 240 volts = 85.7 AMPS TOTAL

**PHOENIX MODULAR**

5101 W. MADISON ST. - PHOENIX, AZ 85043  
724 692-4474 FAX 692-4474

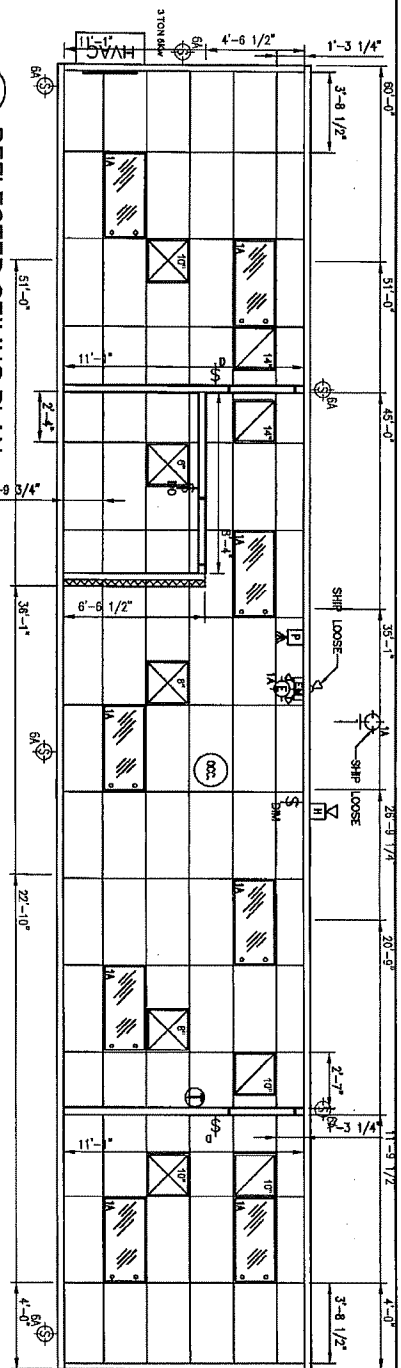
**SUNBELT MODULAR, INC.**

10000 N. 10TH AVE. - PHOENIX, AZ 85021  
602 944-4474 FAX 602 944-4474

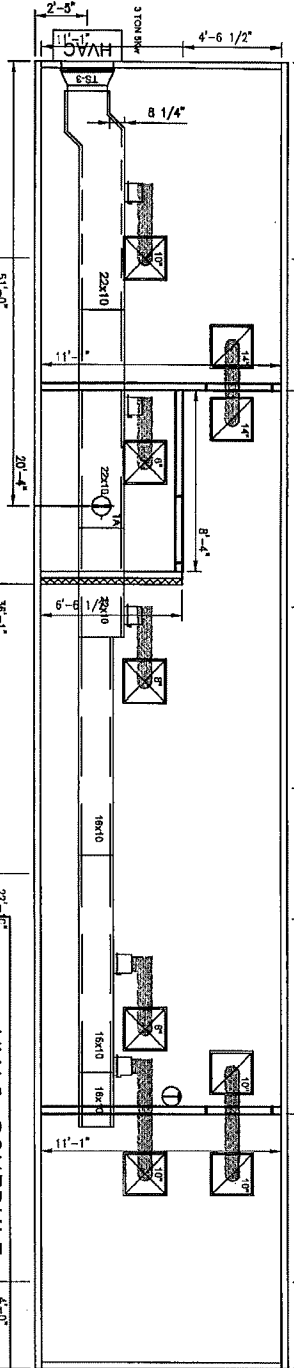
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MAR 28 2018

4 OF 7



1 REFLECTED CEILING PLAN  
3/16"=1'-0"



2 HVAC PLAN  
3/16"=1'-0"

HVAC SCHEDULE		
SYM	DESCRIPTION	QTY
1	3 TON, 125 W/ 3 KW HEAT STRIP (F.A.D.)	1
2	MERV 8 FILTER	1
3	28"X8" TO 22"X10" O.D., SLEEVE 15" LONG	1
4	28"X14" STAMP FACED THRU WALL AIR GRILL	1
5	1/2" DIA. 15" X 4" DIA. IN (RETURN)	1
6	1/2" DIA. 15" X 4" DIA. OUT (RETURN)	1
7	1/2" DIA. 15" X 4" DIA. OUT (RETURN)	1
8	1/2" DIA. 15" X 4" DIA. OUT (RETURN)	1
9	1/2" DIA. 15" X 4" DIA. OUT (RETURN)	1
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99	1/2" DIA. 15" X 4" DIA. OUT (RETURN)	1
100	1/2" DIA. 15" X 4" DIA. OUT (RETURN)	1

NOTE: FLEX DUCT LENGTHS NOT TO EXCEED 5'  
HOLD DUCT DOWN 6" FOR SPRINKLERS

**FINAL RELEASE**  
MAR 28 2018

**PHOENIX MODULAR**  
SUNBELT MODULAR, INC.  
3301 W. MADISON ST. - PHOENIX, AZ 85013  
TEL 602-417-6160 FAX 602-417-6176

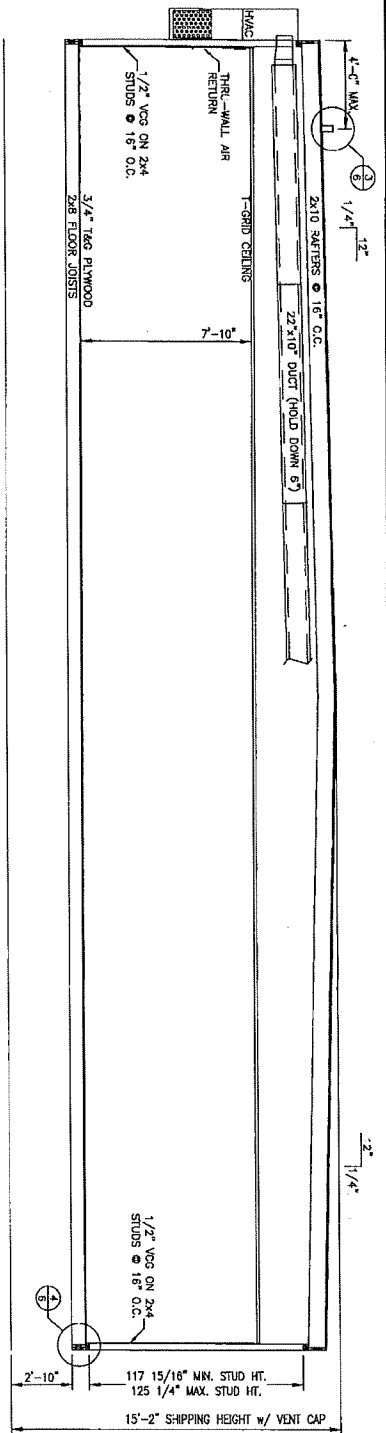
DEALER:  
DSMBI  
PROJECT:  
OFFICE:  
STATES:  
CALIFORNIA  
SERIAL NUMBERS:  
PML-3819-1280  
DRAWN BY:  
RH/BS  
PLOT DATE:  
3/28/2018  
REV #/DATE:  
#1/2-8-18/AN  
#2/2-22-18/IN

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5  
OF  
7

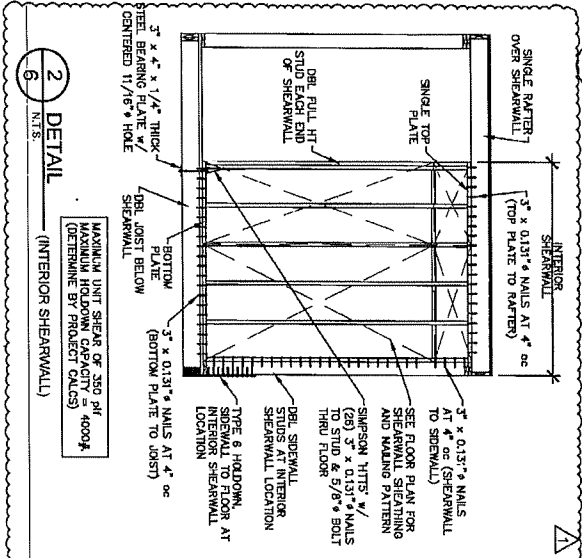
2 MARK STEEL P.E.  
SUNBELT MODULAR, INC.  
1125 N. 10TH ST. SUITE 100  
PHOENIX, AZ 85013  
(602) 327-4788





# 1 CROSS SECTION

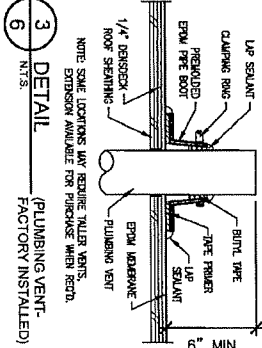
3/16"-1/4"



# 2 DETAIL

(INTERIOR SHEARWALL)

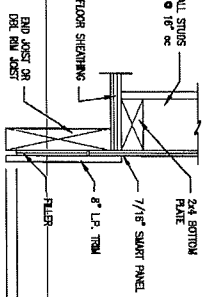
6 N.T.S.



# 3 DETAIL

(PLUMBING VENT-FACTORY INSTALLED)

6 N.T.S.



# 4 DETAIL

(WALL FINISH @ CHASSIS)

6 N.T.S.

**PHOENIX MODULAR**

5701 W. MADISON ST., PHOENIX, AZ 85045  
PHI 602-447-6460 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
AMERICA'S FIRST MODULAR MANUFACTURING COMPANY

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DEALER: DSNBI

PROJECT: OFFICE

STATES: CALIFORNIA

SERIAL NUMBERS: PM-3819-1200

DRAWN BY: RH/BS

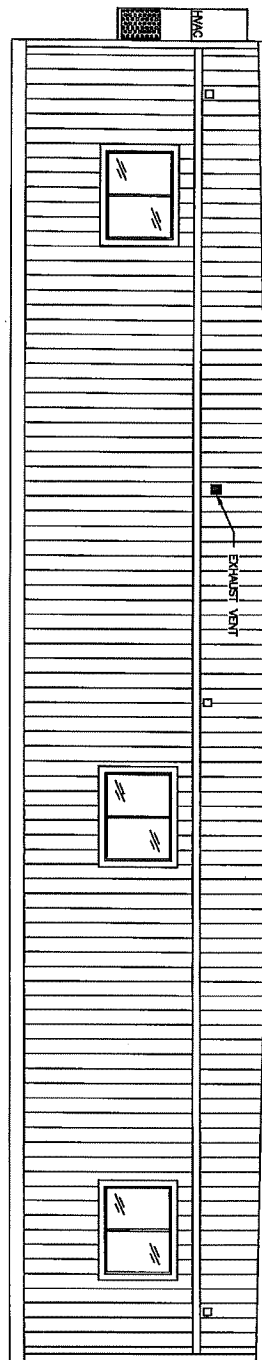
PLOT DATE: 3/28/2018

REV # / DATE: #1/28-18 / AN #2/22-18 / KN

8 MARK STEEL P.E. CORPORATION  
SUNBELT MODULAR INC.  
17001 N. 10TH AVE. SUITE 200  
PHOENIX, AZ 85028  
(602) 271-4789

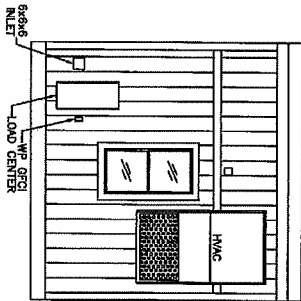
FINAL RELEASE  
MAR 28 2018

SHEET: 6 OF 7

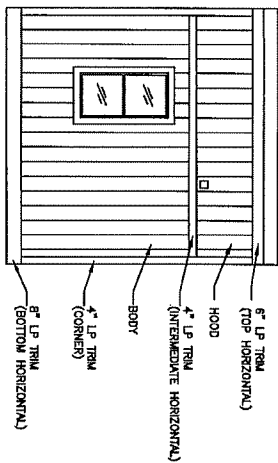


ELEVATION 'B'

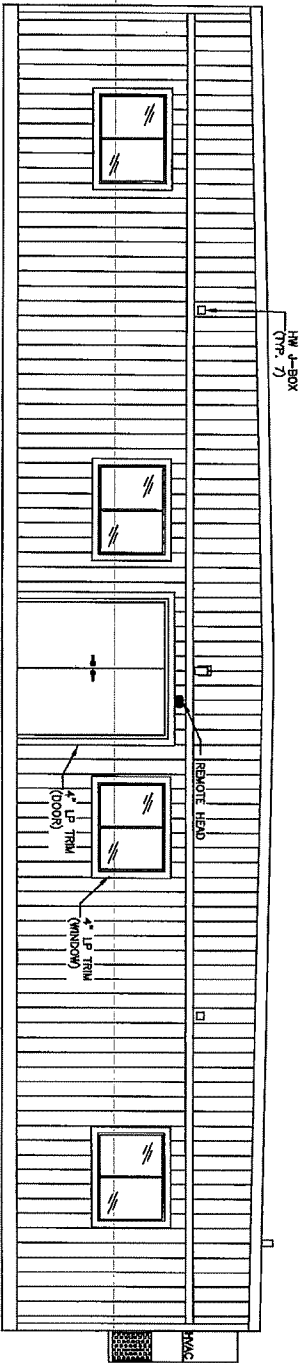
15'-2" SHIPPING HEIGHT W/ PLUMBING VENT



ELEVATION 'D'



ELEVATION 'C'



ELEVATION 'A'

**PHOENIX MODULAR**

1301 W. MARKSON ST., PHOENIX, AZ 85043  
PH 602-447-6160 FAX 602-447-6476



**SUNBELT MODULAR, INC.**  
AMTAX | INDIANOK | PHOENIX | MIA STEEL | AMERIFAB

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DESIGNER'S  
PHOENIX MODULAR  
AND ARE NOT  
TO BE USED IN  
ANYWAY WITHOUT  
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PERMISSION.

DEALER:  
DSMBI

PROJECT:  
OFFICE

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
PM-3819-1280

DRAWN BY:  
RH/BS

PLOT DATE:  
3/28/2018

REV # / DATE:  
#1 / 2-24-18 / JAN

#2 / 2-22-18 / JAN

R. MARK STEELE P.E.  
CONCRETE ENGINEER  
SUNBELT MODULAR, INC.  
1301 W. MARKSON ST.  
PHOENIX, AZ 85043  
(602) 327-4788

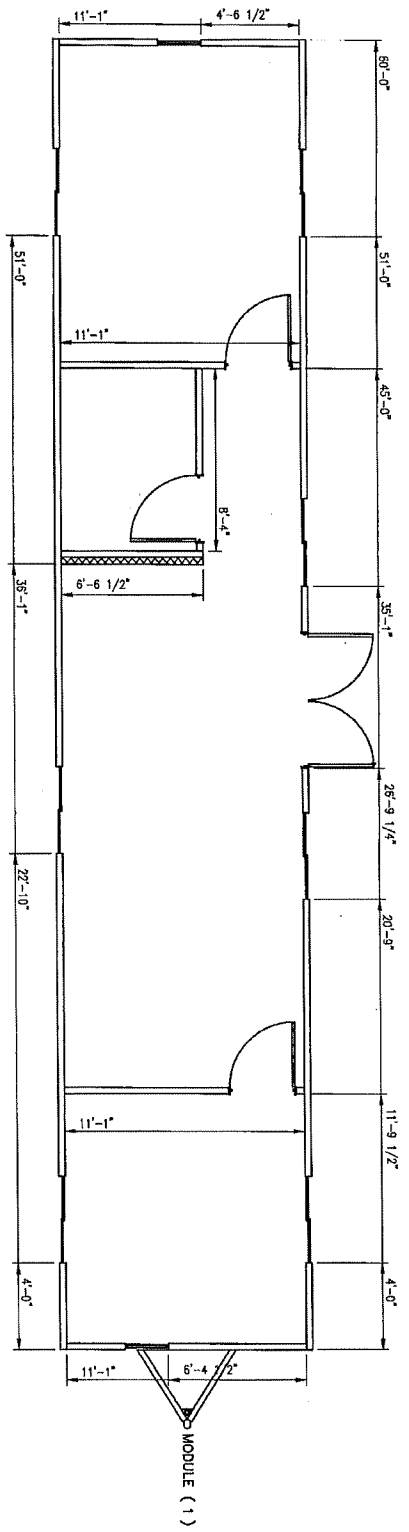
FINAL RELEASE  
MAR 28 2018

SHEET:  
7  
OF  
7

BALLOON WALL

0'	117 15/16
1'-4"	118 1/4
2'-8"	118 9/16
4'	118 7/8
5'-4"	119 1/4
6'-8"	119 9/16
8'	119 7/8
9'-4"	120 1/4
10'-8"	120 9/16
12'	120 7/8
13'-4"	121 1/4
14'-8"	121 9/16
16'	121 7/8
17'-4"	122 1/4
18'-8"	122 9/16
20'	122 7/8
21'-4"	123 1/4
22'-8"	123 9/16
24'	123 7/8
25'-4"	124 1/4
26'-8"	124 9/16
28'	124 7/8
29'-4"	125 1/4

1/4" = 1'



FINAL RELEASE

MAR 28 2018

SHEET: **BW**

OF 7

R. MARK STEELE, P.E.  
 CHIEF ENGINEER  
 SUNBELT MODULAR, INC.  
 5301 W. MADISON ST., PHOENIX, AZ 85043  
 (602) 327-4799

PREP # / DATE:  
 #1 / 2-8-18 / JAM  
 #2 / 2-22-18 / JKN

PLOT DATE:  
 3/28/2018

DRAWN BY:  
 RH / BS

SERIAL NUMBERS:  
 PNR-36118-1280

STATES:  
 CALIFORNIA

PROJECT:  
 OFFICE

DEALER:  
 DSMBI

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**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6475

**SUNBELT MODULAR, INC.**

ARIZONA | DENVER | PHOENIX | SAN ANTONIO | TAMPA

<b>MANUFACTURER:</b> MANUFACTURER & ADDRESS: PHOENIX MODULAR 5301 W. MADISON ST. - PHOENIX, AZ 85043 WEBSITE: PHOENIXMODULAR.COM		<b>NOT INCLUDED IN SCOPE OF WORK:</b> 1. PERMIT, STEPS, AND PAWS TO BE SUPPLIED AND INSTALLED BY THE LOCAL BUILDING DEPARTMENT. 2. PORTABLE FIRE EXTINGUISHERS TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT. 3. ACCESSIBLE DOWNING TOLANIAN TO BE PROVIDED AND STAIRS TO BE LOCATED WITHIN 100 FEET ON AN ACCESSIBLE ROUTE. 4. NOT USED 5. NOT USED 6. ANY REQUIRED FIRE/SMOKE DETECTION AND/OR SUPPRESSION TO BE INSTALLED BY OWNER. 7. DEVELOPMENT & DESIGN OF ALL SITE REQUIRED ACCESSIBILITY ELEMENTS, THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUBMITTALS ARE REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL.	
<b>DESIGN CRITERIA / LOADS:</b> NO. OF MODULES: 1 BUILDING SQ. FT.: 160 TYPE OF CONSTRUCTION: VB OCCUPANCY USE GROUP: B FLOOR LIVE LOAD: 20 psf (100 psf @ center) FLOOR LIVE LOAD: 20 psf ROOF LIVE LOAD: 20 psf WIND LOAD: 2016 CBC - 115 MPH, EXP. C OCCUPANCY/RISK CRTG: II SEISMIC: Ss=0.700, S1=1.389 PERMISSIBLE GAS TYPE: Gas Class "D" CLIMATE ZONE: 3		<b>IDENTIFICATION:</b> DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE ENDWALL OPPOSITE THE HITCH END OF THE MODULE.	
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b> SPRINKLERS REQUIRED: YES INSTALLED AT: FACTORY CONTRACTED BY: SUBMIT FIRE PROTECTION INSTALLED BY:		<b>NOTES:</b> 1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FEET TO PROPERTY LINES AS PER LOCAL BUILDING DEPARTMENT. 2. THIS PLAN MAY BE REVERSED AND/OR AMENDED. 3. SEE STRUCTURAL PACKAGE FOR ALL STRUCTURAL STANDARDS AND DETAILS. 4. COMPLIANCE WITH HCD (HITCH) RESISTANT (CBC CHAPTER 24) AND REQUIREMENTS. 5. TO BE INSTALLED ON A PERMANENT FOUNDATION. NO. 6. THIS BUILDING IS DESIGNED TO COMPLY WITH THE COMMERCIAL MODULAR REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS TITLE 24.	
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b> 1. PROPOSED ADDRESS: 580 BRYANT STREET AND/OR LOCATION OF UNIT: SAN FRANCISCO, CA 94107 2. EVALUATION OF: OFFICE 3. SET TYPE: EXTERIOR ABOVE GRADE			
<b>DRAWING INDEX</b> SHEET 1: COVER SHEET SHEET 2: SPECIFICATIONS AND CONDITIONS, HVAC LEGEND, ELECTRICAL LEGEND, SHEET 3: FLOOR PLAN, ELECTRICAL PLAN, REFLECTED CEILING PLAN, HVAC PLAN SHEET 4: ELEVATIONS, BUILDING CROSS-SECTION ELECTRICAL CALCS, DETAILS.			

# DESIGN SPACE MODULAR BUILDINGS

## DEALER:

## PROJECT:

### Office

### 8' (9') - 0" x 20' - 0"

### PM1-3820-920

# MANUFACTURED BY:

# PHOENIX MODULAR

5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6476


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 MAR 29 2018

SHEET: 1  
 OF 4

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DEALER: DESIGN SPACE MODULAR BUILDINGS  
 PROJECT: OFFICE

STATES: CALIFORNIA  
 SERIAL NUMBERS: PM1-3820-920  
 DRAWN BY: RMBS  
 PLOT DATE: 1/19/2018  
 REV # / DATE:  
 #1 / PR1 / 02/13/2018  
 #2 / PR2 / 02/22/2018  
 #3 / PR3.4 / 02/27/18  
 #4 / PR 5 / 03/15/18




**SUNBELT MODULAR, INC.**  
 5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6476  
 AMTEX | DRACON | THORNDYKE | MAX STEEL | ARBORFAB

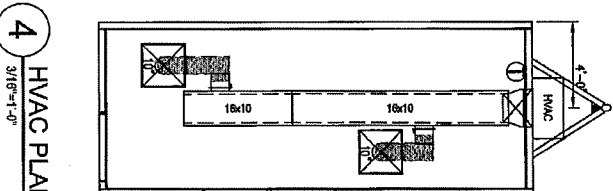
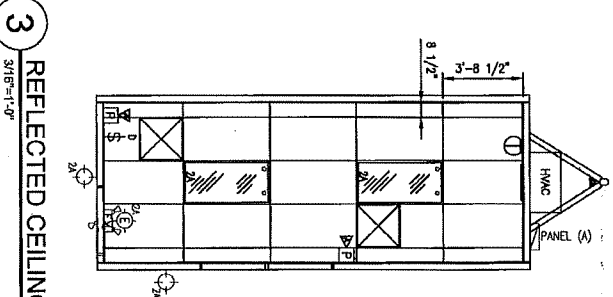
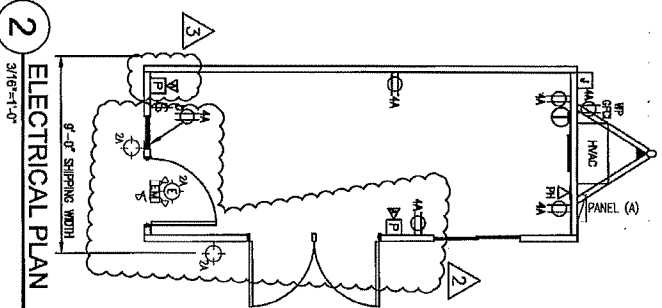
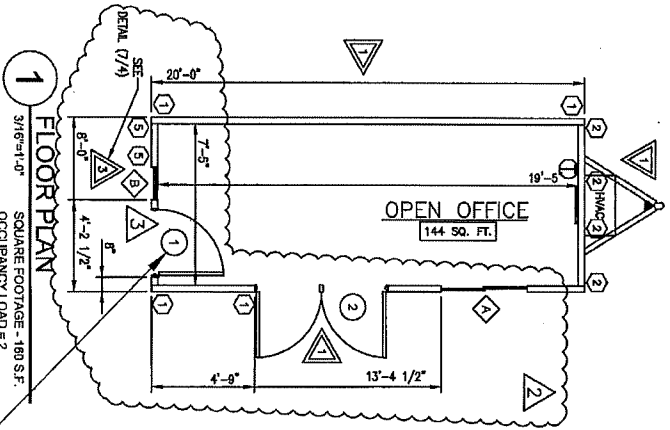
<b>FINISHES:</b>	
FLOOR COVERING	
Type 1:	0.080 Location: THROUGHOUT Color to be: WHITE CLIFF (#8702)
BASE	
Cove Base 1:	4 in. vinyl cove Location: THROUGHOUT Color to be: GRAY
WALLS	
Covering 1:	1/2 in. vinyl covered gypsum Location: THROUGHOUT Color to be: TKI GRASS CHALK
TRIM	
Wall Trim 1:	Vinyl Covered trim Color to be: (To match VCG)
CEILING	
Type 1:	2 ft. x 4 ft. -HEAVY DUTY T-GOLD w/ Strls & wires (Imitcing Tls #7384 or Equal) Height: 7'-0"
EXTERIOR	
Siding body:	Color: (BUTTERS-COTCH) 8 ft. sheels
Head:	Color: (BUTTERS-COTCH)
Cornet trim:	Color: (BUTTERS-COTCH)
Door & window trim:	Color: (BUTTERS-COTCH)
Bottom horizontal trim:	Color: (BUTTERS-COTCH)
Intermediate horizontal trim:	Color: (BUTTERS-COTCH) separator head & body
Top horizontal trim:	Color: (BUTTERS-COTCH)
All paint to be:	Sealn Finish
<b>EXTERIOR/INTERIOR DOORS:</b> (SEE DOOR SCHEDULE)	
<b>WINDOWS:</b> (SEE WINDOW SCHEDULE)	
<b>GLASSUP:</b>	
Type:	Single Unit
Notes:	Module NOT to exceed 5'-0"
<b>APPLIANCES:</b>	
None provided	
<b>ACCESSORIES:</b>	
Cabinets:	None provided
Counters:	None provided
Stools:	None provided

**HOENIX MODULAR**

3301 W. MADISON ST. • PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

 **SUNBELT MODULAR, INC.**  
AMTEC | INDECOM | PHOENIX | M.R. STEEL | AMORZ-PAIN

	THESE DRAWINGS REMAIN THE PROPERTY OF PROSPECTOR AND SHOULD NOT BE LOANED TO BE USED IN ANYWAY WITHOUT WRITTEN PERMISSION.	
	DEALER: DESIGN SPACE MODULAR BUILDINGS	
	PROJECT: OFFICE	
	STATUS: CALIFORNIA	
	SERIAL NUMBERS PML-3820-920	
	DRAWN BY: RAMES	
	PLAT DATE: 10/20/18	
	REV # / DATE:	
	#1 / PRL / 02/13/2018	
	#2 / PRL / 02/22/2018	
	#3 / PRL-4 / 02/27/2018	
	#4 / PRL-1 / 03/15/18	



NOTE:  
DOOR #1 TO SWING INWARD PER CUSTOMER REQUEST. PHOENIX  
MODULAR CANNOT WARRANTY AGAINST LEAKS OR DAMAGE  
CAUSED BY LEAKS.

DOORS: 2	CH. NO.	Type	Jamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Closer	Deadbolt	Hardware	Fire Rating	Keying	Notes
1	1	COMMERCIAL STEEL, INSULATED 18 GA.	BUTTERSCOTCH	4 7/16"	N/A	30W	36" x 81"	0.70	INTERIOR (M/TB) (BUTTERSCOTCH)	HYDRAULIC (TELL 600 SERIES) BUILDING	SINGLE CYLINDER	PASSAGE LEVER (TELL 600E 3)	NONE	ALIVE OR SPRING	DOOR CAP, (2) STD. & (1) NIP JANGES, WEATHERSTRIPPING THRESHOLD, DOOR SWEEP DOOR TO SWING INWARD PER WARRANTY COUSNT LEAKS OR DAMAGE CAUSED BY LEAKS.
2	2	COMMERCIAL DOOR, STEEL, INSULATED 18 GA.	BUTTERSCOTCH	4 7/16"	N/A	30W	74" x 81"	0.70	INTERIOR (WHITE) EXTERIOR: (BUTTERSCOTCH)	HYDRAULIC (TELL 600 SERIES) (1 PER LEAF)	N/A	REMOVABLE BULLDOZ LEVER (TELL 800B)	NONE	ALIVE	WEATHERSTRIPPING THRESHOLD, DOOR SWEEP.

WINDOWS:	CH. NO.	Type	Glazing	Size	Rough Opening	U-Factor	SHGC	Mini-Blind	Notes
1	1	VERTICAL SLIDER	GLAZED, DBL LOWE	48" x 36"	1	0.46 (MAX)	0.22 (MAX)	HORIZONTAL ALUMINUM, ADA	HEADERS AT 8" AFF
2	2	VERTICAL SLIDER	GLAZED, DBL LOWE	18" x 48"	3	0.46 (MAX)	0.22 (MAX)	HORIZONTAL ALUMINUM, ADA	HEADERS AT 8" AFF

STRUCTURAL LEGEND	DETAIL NO.	DESCRIPTION
(X)	SEE STRUCTURAL SHEET 301	SEE STRUCTURAL SHEET 301

FINAL RELEASE  
MAR 28 2018

**PHOENIX MODULAR**

3301 W. MADISON ST. - TUBAC, AZ 85705  
TEL 602-447-6466 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
AMERX 1 UNIDOM 1 PHOENIX 1 MIA STEEL 1 AMERX 7478

THESE DRAWINGS  
REMAIN THE  
PROPERTY OF  
PHOENIX MODULAR  
AND ARE NOT  
TO BE USED IN  
ANYWAY WITHOUT  
WRITTEN  
PERMISSION.

DEALER:  
DESIGN SPACE MODULAR  
BUILDINGS  
PROJECT:  
OFFICE:

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
PML-8890-920

DRAWN BY:  
RMB

PLOT DATE:  
1/8/2018

REV # / DATE:  
#1 / PR1 / 02/13/2018  
#2 / PR2 / 02/22/2018  
#4 / PR 3 / 03/19/18

2. MARK STEEL P.E.  
CONSTRUCTION ENGINEER  
1125 N. 38TH AVE., SUITE C-200  
PHOENIX, AZ 85018  
(602) 997-4988

SHEET:  
**3**  
OF  
**4**



<b>MANUFACTURER:</b> MANUFACTURER & ADDRESS: PHOENIX MODULAR 5301 W. MADISON ST. PHOENIX, AZ 85043 WEBSITE FOR: PHOENIXMODULAR.COM WARRANTY INFORMATION: PHOENIXMODULAR.COM		<b>NOT INCLUDED IN SCOPE OF WORK:</b> 1. PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY THE LOCAL BUILDING DEPARTMENT. 2. PORTABLE FIRE EXTINGUISHERS TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT. 3. ACCESSIBLE ROUTE MUST BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE. 4. NOT USED 5. NOT USED 6. ANY REQUIRED FRESMOKE DETECTION AND/OR SUPPRESSION TO BE INSTALLED BY OWNER. 7. THE BUILDING OWNER IS RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIRED ACCESSIBILITY ELEMENTS. THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUNDAY ACCESSIBILITY DESIGN THROUGH THEIR DESIGN PROFESSIONAL.	
<b>DESIGN CRITERIA / LOADS:</b> NO. OF MODULES: 1 BUILDING SLOPE: 160 TYPE OF CONSTRUCTION: V-B OCCUPANCY USE GROUP: 50 psf (2000 lb concentrated) FLOOR LIVE LOAD: (100 psf @ center) ROOF LIVE LOAD: 20 psf ROOF SNOW LOAD: 20 psf WIND LOAD: 20 psf OCCUPANCY/RISK CATG: II SEISMIC: S-S4-370, S1=1.289 PERMISSIBLE GAS TYPE: N/A CLIMATE ZONE: 3		<b>IDENTIFICATION:</b> DATA PLATE AND STATE DECAL TO BE LOCATED ON THE BUILDING. THE DATA PLATE SHALL BE LOCATED OPPOSITE THE HITCH END OF THE MODULE.	
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b> SPRINKLERS REQUIRED: YES INSTALLED AT: FACTORY CONTACTED BY: DEALER INSTALLED BY: SUMMIT FIRE PROTECTION		<b>NOTES:</b> 1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE OF 10 FEET TO ADJACENT BUILDING. THE LOCAL BUILDING DEPARTMENT REQUIREMENTS FOR THIS PLAN MAY BE REVERSED AND/OR MIRRORED. 2. SEE STRUCTURAL PACKAGE FOR ALL STRUCTURAL STANDARDS AND DETAILS. 3. CONSTRUCTION WITH LOCAL VENTILATION RESISTANT (CBC CHAPTER 7A) AND REQUIREMENT 17. 4. TO BE INSTALLED ON A PERMANENT FOUNDATION. NO COMMERCIAL MODULAR REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS TITLE 25.	
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b> 1. PROPOSED ADDRESS: 560 BRYANT STREET 2. BUILDING LOCATION: SAN FRANCISCO, CA 94107 3. BUILDING USE: OFFICE 4. BUILDING TYPE: INDUSTRIAL ABOVE GRADE			
<b>DRAWING INDEX</b> SHEET 1: COVER SHEET SHEET 2: SPECIFICATIONS AND CONDITIONS, FLOOR PLAN, LEGEND, ELECTRICAL LEGEND, HVAC LEGEND SHEET 3: FLOOR PLAN, ELECTRICAL PLAN, REFLECTED CALCS SHEET 4: ELEVATIONS, DETAILS SHEET 5: PLUMBING ISOS, BUILDING CROSS SECTION, INTERIOR ELEVATIONS.			

# DESIGN SPACE MODULAR BUILDINGS

## DEALER:

## PROJECT:

### Laundry Room

### 8' (9') - 0" x 20' - 0"

### PM-3821-920

# MANUFACTURED BY:

# PHOENIX MODULAR

5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6476

**FINAL RELEASE**  
 MAR 28 2018

SHEET: 1  
 OF 5

THESE DRAWINGS REMAIN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANY WAY WITHOUT WRITTEN PERMISSION.

DEALER: DESIGN SPACE MODULAR BUILDINGS  
 PROJECT: LAUNDRY ROOM

STATES: CALIFORNIA  
 SERIAL NUMBERS: PM-3821-920  
 DRAWN BY: RMB  
 PLOT DATE: 1/8/2018  
 REV # / DATE:  
 #1 02/13/2018  
 #2 02/23/2018  
 #3 03/15/2018

**PHOENIX MODULAR**  
 5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6476

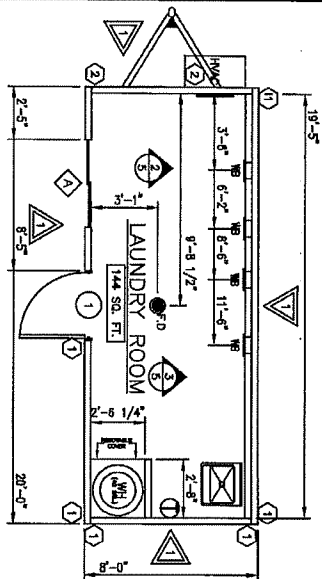
**SUNBELT MODULAR, INC.**  
 ANKLE | BUCKEYE | MOBILE | NEW YORK | PHOENIX



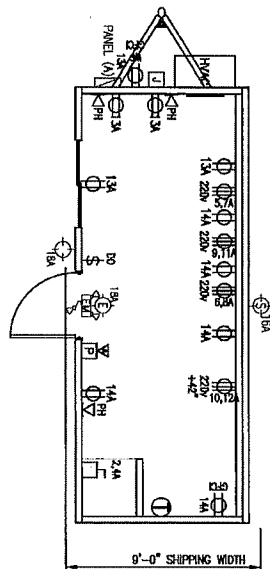
<b>FINISHES:</b>	
FLOOR COVERINGS	
Type 1:	0.000 Linoleum Location: THROUGHOULT Color to be: WHITE CLIFF (89702)
BASE	
Base Base 1:	3 ft. wavy core, Location: THROUGHOULT Color to be: GRAY
WALLS	
Covering 1:	RFP panels over 1/2 in. MFR gypsum (Ceiling h/dn't) Location: THROUGHOULT Color to be: WHITE
TRIM	
WALL Trim 1:	RFP trim (g) Color to be: WHITE
CEILING	
Type 1:	2 ft. x 4 ft. HEAVY DUTY T-grid w/ Shims & wires (Armstrong T8 TB8A or Equal) Height: 7'-10"
EXTERIOR	
Sliding door:	Color: MALESTIC BLUE 8 ft. sheets
Hood:	Color: MALESTIC BLUE
Corner trim:	Color: MALESTIC BLUE
Door & window trim:	Color: MALESTIC BLUE
Bottom horizontal trim:	Color: MALESTIC BLUE
Intermediate horizontal trim:	Color: MALESTIC BLUE separates hood & body
Top horizontal trim:	Color: MALESTIC BLUE
All panel to be:	Stain Finish
<b>EXTERIOR/INTERIOR DOORS:</b> (SEE DOOR SCHEDULE)	
<b>WINDOWS:</b> (SEE WINDOW SCHEDULE)	
<b>CLOSEUP:</b>	
Type:	Single Unit
Notes:	Model <u>NOT</u> TO exceed 6' 0"
<b>APPLANCES:</b>	
None provided	
<b>ACCESSORIES:</b>	
Cabinets:	None provided
Counters:	None provided
Sink(s):	None provided

[illegible]

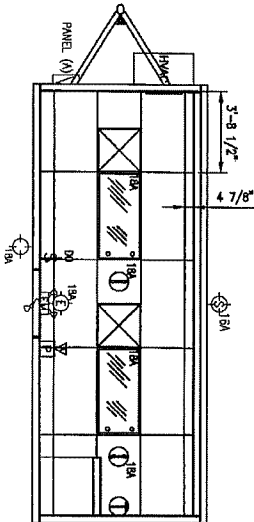
<p><b>PHOENIX MODULAR</b></p> <p>5101 W. MADISON ST. - PHOENIX, AZ 85043          PH 602-447-6449 FAX 602-447-6476</p> <p><b>SUNBELT MODULAR, INC.</b></p> <p>ALBUQUERQUE • PHOENIX • PHOENIX • MESA • TUCSON • ALBUQUERQUE</p>	<p>THESE DRAWINGS          REMAIN THE          PROPERTY OF          PHOENIX MODULAR          BUILDINGS          AND SHALL NOT          BE USED IN          ANY MANNER          WITHOUT          WRITTEN          PERMISSION.</p>	<p><b>DEALER:</b>          DESIGN SPACE MODULAR          BUILDINGS</p> <p><b>PROJECT:</b>          LAUNDRY ROOM</p> <p><b>STATES:</b>          CALIFORNIA</p> <p><b>SERIAL NUMBERS</b>          PM-3821-920</p> <p><b>DRAWN BY:</b>          RW/BS</p> <p><b>PLOT DATE:</b>          1/19/2018</p> <p><b>REV # / DATE:</b>          #1 02/13/2018          #2 02/23/2018          #3 03/15/2018</p>	<p>R. MARK STEELE, P.E.          CHARTERED ENGINEER          11221 N. 4TH. AVE., SUITE C, SCOTTSDALE          PHOENIX, AZ 85259          (602) 321-9188</p>	<p><b>FINAL RELEASE</b></p> <p><b>MAR 28 2018</b></p>	<p><b>SHEET:</b></p> <p><b>2</b></p> <p>OF</p> <p><b>5</b></p>		
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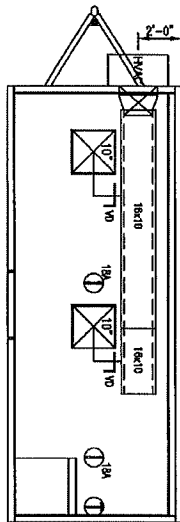
**1 FLOOR PLAN**  
3/16"=1'-0"  
SQUARE FOOTAGE - 160 S.F.  
OCCUPANCY LOAD = 2



**2 ELECTRICAL PLAN**  
3/16"=1'-0"



**3 REFLECTED CEILING PLAN**  
3/16"=1'-0"



**4 HVAC PLAN**  
3/16"=1'-0"

200 AMP 120/240 1 PHASE			
DESCRIPTION	CIR BRK/MS	A B	DESCRIPTION
HVAC UNIT	1	42	WATER HEATER
DRYER	2	24	DRYER
DRYER	3	24	DRYER
DRYER	4	24	DRYER
DRYER	5	24	DRYER
DRYER	6	24	DRYER
DRYER	7	24	DRYER
DRYER	8	24	DRYER
DRYER	9	24	DRYER
DRYER	10	24	DRYER
DRYER	11	24	DRYER
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DRYER	92	24	DRYER
DRYER	93	24	DRYER
DRYER	94	24	DRYER
DRYER	95	24	DRYER
DRYER	96	24	DRYER
DRYER	97	24	DRYER
DRYER	98	24	DRYER
DRYER	99	24	DRYER
DRYER	100	24	DRYER

DOORS:	QTY NO.	Type	Jamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Closer	Deadbolt	Hardware	Fire Rating	Keying	Notes
1	1	ALUMINUM COMMERCIAL STEEL INSULATED 18 GA.	MASTIC BLUE	4 3/8"	NA	36"	36" x 81"	0.70	INTERIOR (WHITE) EXTERIOR (MASTIC BLUE)	HYDRAULIC TELL (600 SERIES)	SINGLE (GRADE 2)	PASSAGE LEVER, TELL GRADE 2	NONE	NA	DOOR CASE (2) 1/2" (1) W/ HINGES WEATHERSTRIPPING THRESHOLD DOOR SWEEP

WINDOWS:	QTY NO.	Type	Glazing	Size	Rough Opening	U-Factor	SHGC	Min-Blind	Notes
1	A	HORIZONTAL SLIDER	CLER, DUAL GLAZED, DEL LOWE	48"	48" x 36"	0.46 (MAX)	0.22 (MAX)	HORIZONTAL ALUMINUM, ADA COLOR WHITE SATIN (C100)	HEADER & RT AFF LATCH @ BOTTOM OF WINDOW

STRUCTURAL LEGEND
SEPARATE THE (SEE STRUCTURAL SHEET FOR DETAILS)
INDICATE THE (SEE STRUCTURAL SHEET FOR DETAILS)

ELECTRICAL NOTE:
1. SEE DETAIL (25) FOR OUTLET LOCATIONS FOR FUTURE WASHERS & DRYERS
PLUMBING NOTE:
1. SEE DETAIL (74) & (64) FOR DUAL WASTE WASHER BOX INSTALLATION, 2. SEE DETAIL (25) FOR WASHER BOX INSTALLATION LOCATIONS.

**FINAL RELEASE**  
MAR 28 2018

**3**  
OF  
**5**

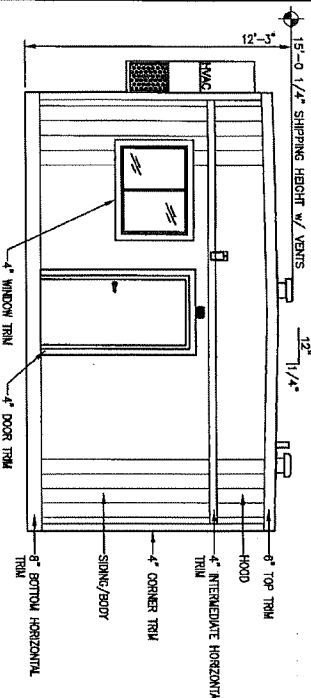
SHEET:

**PHOENIX MODULAR**

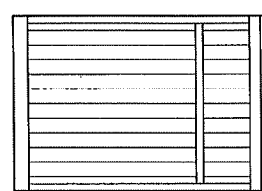
5301 W. MADISON ST., PHOENIX, AZ 85040  
PH: 602-441-4160 FAX: 602-441-4175

**SUNBELT MODULAR, INC.**

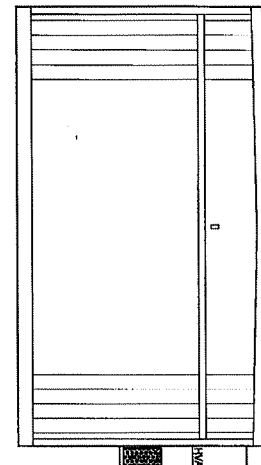
ANYCUT | DISCOUNT | PHOENIX | MA. STEEL | AMERICAN



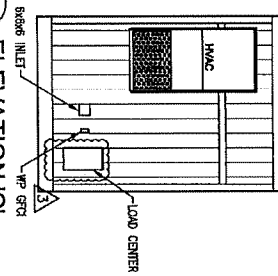
1 ELEVATION 'A'  
3/16"=1'-0"



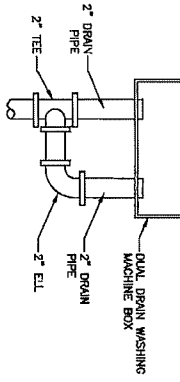
2 ELEVATION 'D'  
3/16"=1'-0"



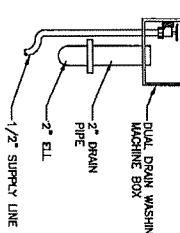
3 ELEVATION 'B'  
3/16"=1'-0"



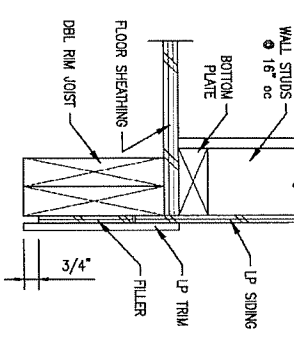
4 ELEVATION 'C'  
3/16"=1'-0"



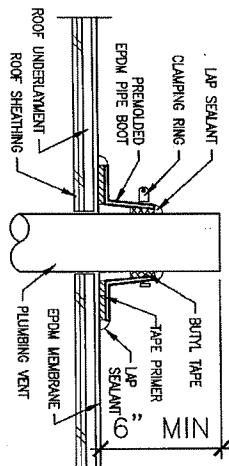
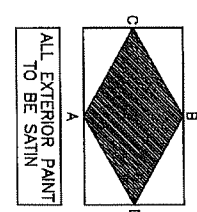
7 FRONT VIEW DUAL WASHER BOX  
NTS



8 SIDE VIEW DUAL WASHER BOX  
NTS

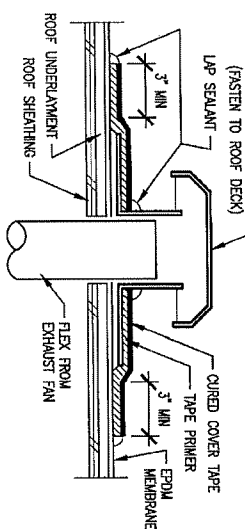


9 WALL FINISH @ FLOOR  
NTS



NOTE: SOME LOCATIONS MAY REQUIRE TALLER VENTS.  
EXTENSION AVAILABLE FOR PURCHASE WHEN REQD.

5 PLUMBING VENT-FACTORY INSTALLED  
NTS

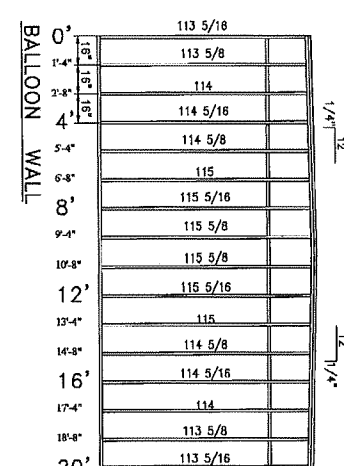
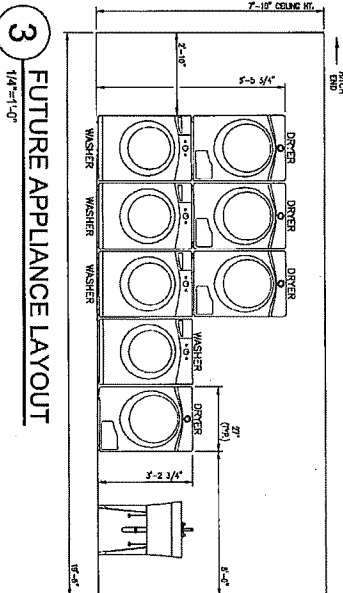
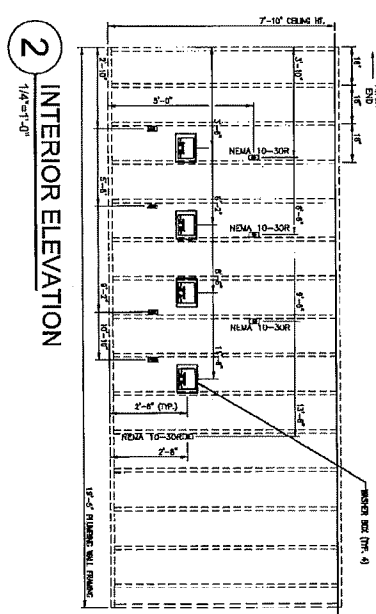
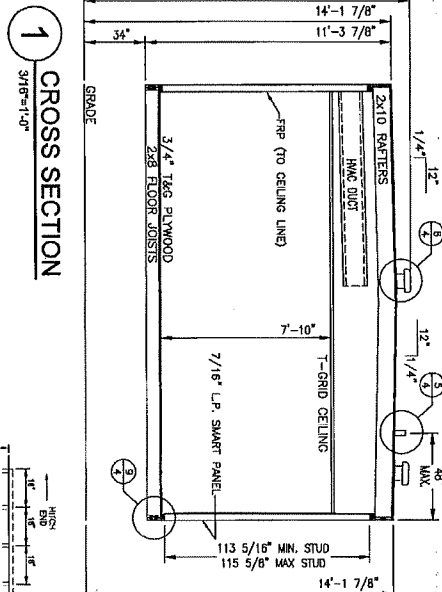
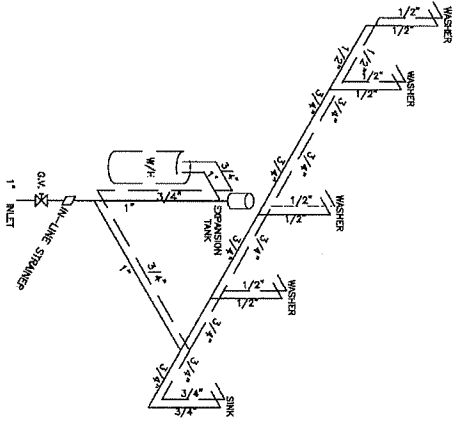
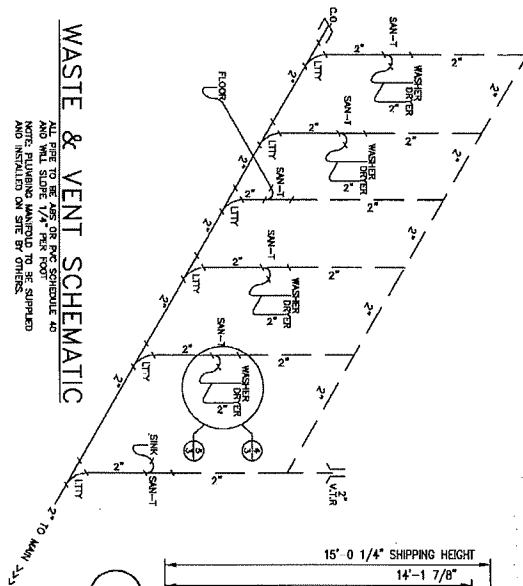


6 EXHAUST VENT CAP-FACTORY INSTALLED  
NTS

**PHOENIX MODULAR**  
3301 W. MADISON ST. - PHOENIX, AZ 85040  
PH 602 417 6160 FAX 602 417 6175

**SUNBELT MODULAR, INC.**  
A MEMBER OF THE PHOENIX MODULAR GROUP

DESIGNER:	REMAIN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED FOR ANY PROJECT WITHOUT WRITTEN PERMISSION.
DEALER:	DESIGN SPACE MODULAR BUILDINGS
PROJECT:	LAUNDRY ROOM
STATES:	CALIFORNIA
SERIAL NUMBERS:	PM1-3821-920
DRAWN BY:	RMB
PLOT DATE:	1/9/2018
REV # / DATE:	#1 02/13/2018 #2 02/23/2018 #3 03/15/2018
BY:	
CHECKED BY:	
APPROVED BY:	
DATE:	
SHEET:	4 OF 5
FINAL RELEASE	MAR 28 2018



**NOTE:**  
ALL APPLIANCES PROVIDED &  
INSTALLED ON SITE BY OTHERS

**COLD & HOT SCHEMATIC**  
MAXIMUM PRESSURE RANGE: 0 POUNDS OF CONNECTION, 30 TO 45 PSI  
GASKETS DEVELOPED LENGTH 100  
SUPPLY: COPPER (TYPE M)(OR PEX)

FINAL RELEASE

MAR 28 2018

R. MARK STEELE, P.E.  
COLUMBIA STEEL INDUSTRIES, INC.  
SILBERT WOLLER, INC.  
1125 N. 20TH AVE., SUITE C, APT. 200  
PHOENIX, AZ 85009  
(602) 527-2180

SHEET:

5 OF 5

# PHOENIX MODULAR

5301 W. MADISON ST., - PHOENIX, AZ 85043  
 PHX 602-447-6460 FAX 602-447-6476

## SEBELUM & MODUL 4B

**SUNBELT MODULAR, INC.**  
AMTEC | INDOCOM | FISCHER | M.R. STEEL | AMERIS-PAK

SUNBELT MODULAR, INC.  
AMTEK | INDOCOM | FIBROTEK | M.B. STEEL | AMERU-FAB

<b>MANUFACTURER:</b> MANUFACTURER & ADDRESS 5301 W. MADISON ST. PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476		<b>NOT INCLUDED IN SCOPE OF WORK:</b> 1. PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT. BUILDERS TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT. 2. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE. 3. NOT USED 4. NOT USED 5. ANY REQUIRED FIRESMOKE DETECTION AND/OR SUPPRESSION TO BE INSTALLED BY OWNER. 6. THE BUILDING OWNER IS RESPONSIBLE FOR THE DESIGN OF THE BUILDING. THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUBMITTALS ARE REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL.	
<b>DESIGN CRITERIA / LOADS:</b> NO. OF MODULES: 1 BUILDING OCCUPATION: 1 OCCUPANCY USE GROUP: 1 FLOOR LIVE LOAD: 40 psf (2000 lb concentrated) ROOF LIVE LOAD: 15 psf (100 psf @ Corridor) ROOF SNOW LOAD: 20 psf CBC, 115 MPH, EXP. C WIND LOAD: 20 psf CBC, 115 MPH, EXP. C OCCUPANCY/RISK CATE. 1 SEISMIC: Ss=1.720, Si=1.369 PERMISSIBLE GAS TYPE: 3 CLIMATE ZONE: 3 NAME AND DATE OF CODES: 2018 CBC, 2018 CFC, 2018 CMC, 2018 CEC, 2018 CA Energy, & CBC Chapter 11B Accessibility		<b>IDENTIFICATION:</b> DATA PLATE AND STATE DECAL TO BE LOCATED ON LOWER RIGHT HAND CORNER OF THE ENDWALL OPPOSITE THE HITCH END OF THE MODULE.	
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b> SPRINKLERS REQUIRED: YES INSTALLED BY: SUNKIT FIRE PROTECTION INSTALLED BY: SUNKIT FIRE PROTECTION		<b>NOTES:</b> 1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. TO PROPERTY LINES AS PER LOCAL BUILDING DEPARTMENT REQUIREMENTS. 2. THIS PLAN SHALL BE DEEMED TO BE A PRELIMINARY DESIGN. THE OWNER SHALL BE RESPONSIBLE FOR ALL STRUCTURAL STANDARDS AND DETAILS. 3. COMPLIANCE WITH HCD IGNITION RESISTANT CONSTRUCTION SYSTEM REQUIREMENTS? 4. CONSTRUCTION SYSTEM REQUIREMENTS? 5. CONSTRUCTION SYSTEM REQUIREMENTS? 6. THIS BUILDING IS DESIGNED TO COMPLY WITH THE COMMERCIAL MODULAR REQUIREMENTS OF CALIFORNIA CODE OF REGULATIONS TITLE 25.	
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b> 1. PROPOSED ADDRESS: 5301 W. MADISON STREET 2. BUILDING LOCATION: 5301 W. MADISON STREET, PHOENIX, AZ 85043 3. SET TYPE: OFFICE 4. SET TYPE: OFFICE 5. SET TYPE: OFFICE 6. SET TYPE: OFFICE 7. SET TYPE: OFFICE 8. SET TYPE: OFFICE 9. SET TYPE: OFFICE 10. SET TYPE: OFFICE 11. SET TYPE: OFFICE 12. SET TYPE: OFFICE 13. SET TYPE: OFFICE 14. SET TYPE: OFFICE 15. SET TYPE: OFFICE 16. SET TYPE: OFFICE 17. SET TYPE: OFFICE 18. SET TYPE: OFFICE 19. SET TYPE: OFFICE 20. SET TYPE: OFFICE 21. SET TYPE: OFFICE 22. SET TYPE: OFFICE 23. SET TYPE: OFFICE 24. SET TYPE: OFFICE 25. SET TYPE: OFFICE 26. SET TYPE: OFFICE 27. SET TYPE: OFFICE 28. SET TYPE: OFFICE 29. SET TYPE: OFFICE 30. SET TYPE: OFFICE 31. SET TYPE: OFFICE 32. SET TYPE: OFFICE 33. SET TYPE: OFFICE 34. SET TYPE: OFFICE 35. SET TYPE: OFFICE 36. SET TYPE: OFFICE 37. SET TYPE: OFFICE 38. SET TYPE: OFFICE 39. SET TYPE: OFFICE 40. SET TYPE: OFFICE 41. SET TYPE: OFFICE 42. SET TYPE: OFFICE 43. SET TYPE: OFFICE 44. SET TYPE: OFFICE 45. SET TYPE: OFFICE 46. SET TYPE: OFFICE 47. SET TYPE: OFFICE 48. SET TYPE: OFFICE 49. SET TYPE: OFFICE 50. SET TYPE: OFFICE 51. SET TYPE: OFFICE 52. SET TYPE: OFFICE 53. SET TYPE: OFFICE 54. SET TYPE: OFFICE 55. SET TYPE: OFFICE 56. SET TYPE: OFFICE 57. SET TYPE: OFFICE 58. SET TYPE: OFFICE 59. SET TYPE: OFFICE 60. SET TYPE: OFFICE 61. SET TYPE: OFFICE 62. SET TYPE: OFFICE 63. SET TYPE: OFFICE 64. SET TYPE: OFFICE 65. SET TYPE: OFFICE 66. SET TYPE: OFFICE 67. SET TYPE: OFFICE 68. SET TYPE: OFFICE 69. SET TYPE: OFFICE 70. SET TYPE: OFFICE 71. SET TYPE: OFFICE 72. SET TYPE: OFFICE 73. SET TYPE: OFFICE 74. SET TYPE: OFFICE 75. SET TYPE: OFFICE 76. SET TYPE: OFFICE 77. SET TYPE: OFFICE 78. SET TYPE: OFFICE 79. SET TYPE: OFFICE 80. SET TYPE: OFFICE 81. SET TYPE: OFFICE 82. SET TYPE: OFFICE 83. SET TYPE: OFFICE 84. SET TYPE: OFFICE 85. SET TYPE: OFFICE 86. SET TYPE: OFFICE 87. SET TYPE: OFFICE 88. SET TYPE: OFFICE 89. SET TYPE: OFFICE 90. SET TYPE: OFFICE 91. SET TYPE: OFFICE 92. SET TYPE: OFFICE 93. SET TYPE: OFFICE 94. SET TYPE: OFFICE 95. SET TYPE: OFFICE 96. SET TYPE: OFFICE 97. SET TYPE: OFFICE 98. SET TYPE: OFFICE 99. SET TYPE: OFFICE 100. SET TYPE: OFFICE			

DRAWING INDEX	
SHEET 1:	COVER SHEET
SHEET 2:	SPECIFICATIONS AND CONDITIONS
SHEET 3:	FLOOR PLAN HVAC PLAN PLUMBING, HVAC, DOOR & WINDOW SCHEDULES
SHEET 4:	ELECTRICAL, REFLECTED CEILING PLANS, ELECTRICAL SCHEDULE, ELECTRICAL CALCULATIONS
SHEET 5:	PLUMBING ISOS
SHEET 6:	BUILDING ELEVATIONS, BUILDING CROSS SECTION, CABINET ELEVATION, DETAILS

# DEALER:

## DESIGN SPACE MODULAR BUILDINGS

### PROJECT:

#### Exam Building

##### 12'-0" x 30'-0"

##### PMI-3822-1230

## MANUFACTURED BY:

# PHOENIX MODULAR

5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6476

<b>PHOENIX MODULAR</b> 5301 W. MADISON ST. - PHOENIX, AZ 85043 PH 602-447-6460 FAX 602-447-6476		<b>SUNBELT MODULAR, INC.</b> 11221 N. 19TH AVENUE, SUITE 100 DENVER, CO 80233 PH 303-757-4789	
<b>THESE DRAWINGS ARE THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANY MANNER WITHOUT PERMISSION.</b>		<b>DEALER:</b> DESIGN SPACE MODULAR BUILDINGS <b>PROJECT:</b> EXAM BUILDING <b>STATES:</b> CALIFORNIA <b>SERIAL NUMBERS:</b> PMI-3822-1230 <b>DRAWN BY:</b> RMBS <b>PLOT DATE:</b> 11/22/2018 <b>REV # / DATE:</b> #1 P.R.#2 02/23/18 #2 P.R.#3 03/15/18	
<b>APPROVED:</b> <input type="checkbox"/> APPROVED EXCEPT AS NOTED <input type="checkbox"/> REVISE AND RESUBMIT BY: _____ DATE: _____		<b>PLEASE REVIEW DRAWINGS AND SPECIFICATIONS CAREFULLY. WHILE EVERY EFFORT IS MADE TO ASSURE THE DRAWINGS REFLECT THE OWNER'S REQUIREMENTS, THE USER OF THESE DRAWINGS WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE COVERAGE.</b>	
<b>FINAL RELEASE</b> MAR 28 2018		<b>SHEET:</b> 1 OF 5	

# FRAME / CHASSIS:

Frame Type: Basement  
 Quantity: (1) EA  
 Size: 11'4" x 30'-0"  
 Type: Outrigger @ 98 in. O.C.  
 Crossmember @ 89 in. O.C.  
 Main Rail @ 99 1/2 in. O.C.  
 Beam Size: 12 in. I.L. beam  
 Admitt: Trjpe 80009 rated with (A1) brace  
 Hitch: Detachable  
 Tires: 8x4.5 14 ply rated

Additional Frame / Chassis Items Included In Quoted Price:  
 Item 1: M. R. Steel Model frames

# FLOOR CONSTRUCTION:

Floor Joist: 2X6 #2 HF equal or better  
 Joist Length: 135'-7/8 in.  
 Joist Spacing: 18 in. O.C.  
 Floor: Single layer 5/4 in. (7/8),  
 Insulation: R-15 unfaced fiberglass batt  
 Bottom: Reinforced Plastic

Additional Floor Items Included In Quoted Price:  
 Item 1: N/A

# EXTERIOR WALL CONSTRUCTION:

Framing: Stud: 2X4 #2 HF equal or better @ 16 in. O.C.  
 Top Plate: Double 2X4 #2 HF equal or better  
 Bottom Plate: Single 2X4 #2 HF or better  
 Header: (2) 2x4 header with 1/2 in. stem at all exterior openings (UNO)  
 Insulation: R-15 KGF back fiberglass batt  
 Siding Type: 7/16 in. LP Smart-Plane vertical siding (6" grooves) with barricade wrap underlayment  
 Scaffolding Height: See cross section for height  
 Additional Exterior Wall Items Included In Quoted Price:  
 Item 1: N/A

# INTERIOR WALL CONSTRUCTION:

Framing: Stud: 2X4 #2 HF equal or better @ 16 in. O.C.  
 Top Plate: Single 2X4 #2 HF equal or better (Double as needed)  
 Bottom Plate: Single 2X4 #2 HF or better bottom plate  
 Stud Length: 92'-9/16" (Ceiling height), Full 14' (Divider wall only)  
 Insulation: R-15 unfaced battens (Full 14' Divider wall only)

Additional Interior Wall Items Included In Quoted Price:  
 Item 1: N/A

# ROOF CONSTRUCTION:

Roof Type: Mono (Slope roof away from door)  
 Roof Slope: 1/4 to 1/2  
 Rafter Size: 2X10 #2 HF equal or better  
 Rafter Length: 137 in.  
 Spacing: 18 in. O.C.  
 Insulation: R-30 Cathedral unfaced fiberglass batt with support netting  
 Sheathing: 1/2 in. 240 Sheathing  
 Roofing: 45 mil single ply EPDM over 1/4" Densdeck  
 Color: White

Additional Roof Items Included In Quoted Price:  
 Item 1: N/A

# FINISHES:

FLOOR COVERING  
 Type 1: 3,000 Linoleum  
 Location: THROUGHOUT  
 Color to be: WHITE CLIFF (88702)  
 BASE  
 Cove Base 1: 4 in. vinyl cove.  
 Location: THROUGHOUT  
 Color to be: GRAY  
 WALLS  
 Covering 1: 1/2 in. vinyl covered gypsum to ceiling line, max 1/2 in. gap to rafters (both sides)  
 Location: EXTERIOR WALL ONLY  
 Color to be: TKN GRASS CHALK  
 Covering 2: 1/2 in. vinyl covered gypsum  
 Location: REINFORCED  
 Color to be: TKN GRASS CHALK  
 Covering Height: 8 ft.

# TRIM

Wall Trim 1: Vinyl Covered trim  
 Color to be: (To match VOC)

# CEILING

Type 1: 2 ft. x 4 ft. HEAVY DUTY T-Gold w/ Stone & white  
 Height: 7'-10"

# EXTERIOR

Siding body: Color: (BUTTERSCOTCH) 8 ft. sheets  
 Hood: Color: (BUTTERSCOTCH)  
 Corner trim: Color: (BUTTERSCOTCH)  
 Door & window trim: Color: (BUTTERSCOTCH)  
 Bottom horizontal trim: Color: (BUTTERSCOTCH)  
 Intermediate horizontal trim: Color: (BUTTERSCOTCH) separates hood & body  
 Top horizontal trim: Color: (BUTTERSCOTCH)  
 All paint to be: Stein Finish

# EXTERIOR/INTERIOR DOORS: (SEE DOOR SCHEDULE)

WINDOWS: (SEE WINDOW SCHEDULE)

# CLOSEUP:

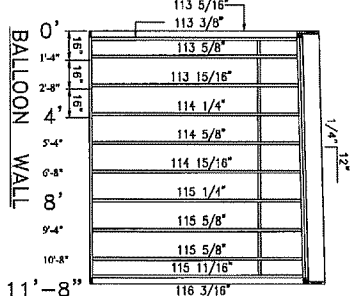
Type: Single unit  
 Notes: Model NOT TO exceed 12'-0"

# APPLIANCES:

None provided

# ACCESSORIES:

Cabinets: 6 L.F. of base laminate cabinet  
 Color: FROSTY WHITE  
 Counters: 8 L.F. of 28.5 wide laminate  
 Edge type: Roid  
 Color: NORTH SEA D90-80  
 She Vene: None provided

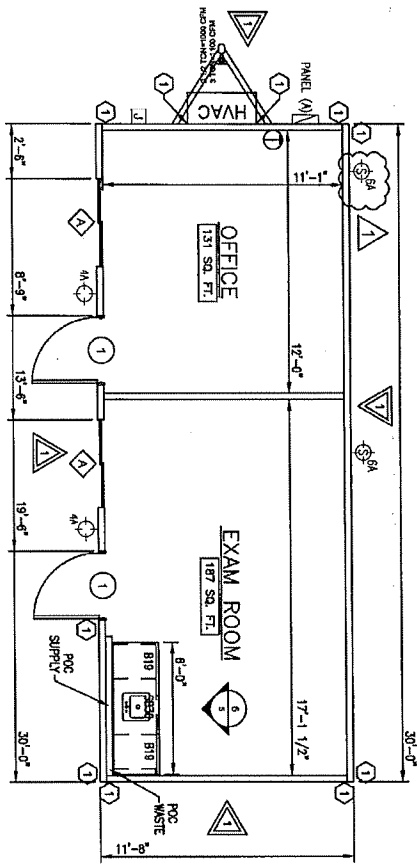


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 MAR 28 2018

SHEET: 2  
 OF 5

**PHOENIX MODULAR**  
 5101 W. MADISON ST. - PHOENIX, AZ 85043  
 772.662.4474 FAX 772.662.4474-6146  
**SUNBELT MODULAR, INC.**  
 A UNIT 1 INDOOR | PHOENIX | MAR. STEEL | ANDERSON

THESE DRAWINGS REMAIN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANYWAY WITHOUT WRITTEN PERMISSION.  
 DEALER: CALIFORNIA  
 PROJECT: DESIGN SPACE MODULAR BUILDINGS  
 EXAM BUILDING  
 STATES: CALIFORNIA  
 SERIAL NUMBERS: PH1-3822-1280  
 DRAWN BY: RMBS  
 PLOT DATE: 1/10/2018  
 REV # / DATE: #1 P.R.#2 02/23/18  
 #2 P.R.#3 03/15/18

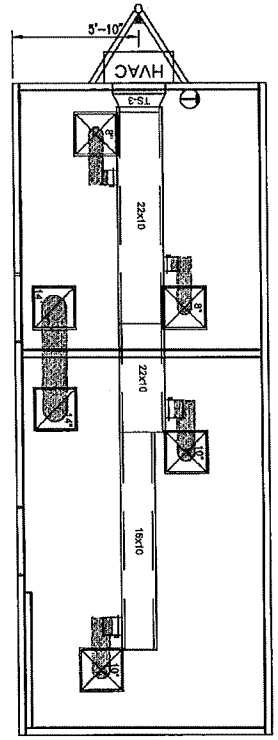


**1 FLOOR PLAN**  
3/16"=1'-0" SQUARE FOOTAGE - 380 S.F.  
OCCUPANCY LOAD = 4

STRUCTURAL LEGEND	
	STRUCTURAL STEEL JOIST (SEE STRUCTURAL FRAME DESCRIPTION, SHEET 25)
	STRUCTURAL STEEL BEAM (SEE STRUCTURAL FRAME DESCRIPTION, SHEET 25)

PLUMBING SCHEDULE	
SYMBOL	DESCRIPTION
	1/2" PEX DWV PIPE, CONDENSATE PIPING w/ 1/2" MIN. BORE (SEE PLAN)
	1/2" PEX DWV PIPE, CONDENSATE PIPING w/ 1/2" MIN. BORE AND TRAP (SEE PLAN)
	1/2" PEX DWV PIPE, CONDENSATE PIPING w/ 1/2" MIN. BORE AND VENT (SEE PLAN)

NOTE: 1. PROVIDE 3/4" NUTS AND WASHERS.



**4 HVAC PLAN**  
3/16"=1'-0"

HVAC SCHEDULE	
SYM	DESCRIPTION
	1" PEX DWV PIPE, CONDENSATE PIPING w/ 1" MIN. BORE (SEE PLAN)
	1" PEX DWV PIPE, CONDENSATE PIPING w/ 1" MIN. BORE AND TRAP (SEE PLAN)
	1" PEX DWV PIPE, CONDENSATE PIPING w/ 1" MIN. BORE AND VENT (SEE PLAN)

NOTE: 1. MINIMUM LINE SIZES 8" DOWN FROM BRISSES.  
2. NO MORE THAN 5' OF RUN TO ANY REGISTER.

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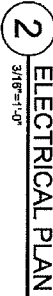
**FINAL RELEASE**  
MAR 28 2018

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**PHOENIX MODULAR**  
5301 W. MADISON ST., PHOENIX, AZ 85043  
TEL 602-447-6446 FAX 602-447-6476

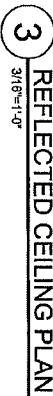
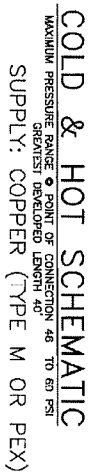
**SUNBELT MODULAR, INC.**  
ALUMINUM • BRICKWORK • FIBERGLASS • STEEL • WOODWORK



**WASTE & VENT SCHEMATIC**


ALL PIPE TO BE ASS. SCHEDULE 40  
AND WILL SLOPE 1/4" PER FOOT

NOTE: PLUMBING MANIPULATED TO BE SUPPLIED  
AND INSTALLED ON SITE BY OTHERS.



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**PANEL A**

<b>PHOENIX MODULAR</b> 5301 W. MADISON ST. - PHOENIX, AZ 85043 TEL 602-447-6460 FAX 602-447-6476		 <b>SUNBELT MODULAR, INC.</b> JAMES I. HODGSON   PHOENIX   MARK STELLER   ANDREW FARR	
THESE DRAWINGS REMAIN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT WRITTEN PERMISSION.		DEALER: DESIGN SPACE MODULAR BUILDINGS	
PROJECT: EXAM BUILDING		STATES: CALIFORNIA	
SERIAL NUMBERS PML3022-1200		DRAWN BY: RMBS	
PLOT DATE: 1/19/2018		REV # / DATE: #1 P.C.#2 02/24/18 #2 P.C.#6 03/15/18	
SHEET: 4 OF 5		9. NAME: TITLE, P.E. COMPANY: ENGINEER SUNBELT MODULAR, INC. 11233 W. 10TH, SUITE C, PHOENIX AZ 85042 TEL: 602-447-6476	





<b>MANUFACTURER:</b> MANUFACTURER & ADDRESS: PHOENIX MODULAR 5301 W. MADISON ST. PHOENIX, AZ 85043 PHOENIXMODULAR.COM (800) 447-6460		<b>NOT INCLUDED IN SCOPE OF WORK:</b> 1. PORCHES, STEPS AND RAMP TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT. 2. PORTABLE FIRE EXTINGUISHERS TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH LOCAL BUILDING DEPARTMENT REQUIREMENTS. 3. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER LOCATED WITHIN 600 FEET ON AN ACCESSIBLE ROUTE. 4. NOT USED 5. NOT USED 6. ANY REQUIRED FIRE/SMOKE DETECTION AND/OR CONTRADICTION TO BE INSTALLED BY OWNER. THE BUILDING OWNER IS RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIRED ACCESSIBILITY ELEMENTS. THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUBMITTALS REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL.	
<b>DESIGN CRITERIA / LOADS:</b> NO. OF MODULES: 1 BUILDING SQ. FT.: 160 TYPE OF CONSTRUCTION: 1 OCCUPANCY / LOAD: 2 FLOOR LIVE LOAD: 50 psf (2000 lb concentrated) FLOOR LIVE LOAD: 100 psf @ center ROOF LIVE LOAD: 20 psf WIND LOAD: 2016 CBC - 116 MPH, EXP. C OCCUPANCY/RISK CAT. G: II SEISMIC: SQA7.2A, S1=1.389 PERMISSIBLE GAS TYPE: Design Category 'E' CLIMATE ZONE: 3 NAME AND DATE OF CODES: 2018 CA Energy, & CBC Chapter 11B Accessibility CA: 2018 CBC, 2016 CBC, 2016 CMG, 2016 CEC, 2018 CA Energy, & CBC Chapter 11B Accessibility		<b>IDENTIFICATION:</b> DATA PLATE AND STATE DECAL TO BE LOCATED ON EXTERIOR WALL OF THE BUILDING, OPPOSITE THE HITCH END OF THE MODULE.	
<b>SPECIAL CONDITIONS AND OR LIMITATIONS:</b> SPRINKLERS REQUIRED: YES INSTALLED AT: FACTORY CONTROLLED BY: DEALER INSTALLED BY: SUBMIT FINE PROTECTION		<b>NOTES:</b> 1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE OF 10 FEET TO ADJACENT BUILDINGS AND TO OTHERS. LOCAL BUILDING DEPARTMENT REQUIREMENTS. 2. THIS PLAN MAY BE REVERSED AND/OR MIRRORRED. 3. SEE STRUCTURAL PACKAGE FOR ALL STRUCTURAL STANDARDS AND DETAILS. 4. CONSTRUCTION SYSTEM REQUIREMENTS? (CBC CHAPTER 1A) NO 5. TO BE INSTALLED ON A PERMANENT FOUNDATION? NO 6. THIS BUILDING IS DESIGNED TO COMPLY WITH THE CALIFORNIA CODE OF REGULATIONS TITLE 55.	
<b>STATE REQUIRED INFORMATION ON USE AND LOCATION OF FACTORY-BUILT BUILDING</b> 1. PROPOSED ADDRESS: 880 BRYANT STREET 2. APPROVAL LOCATION OF UNIT: SAN FRANCISCO, CALIFORNIA 3. SET TYPE: OFFICE 4. ADAPTED ABOVE GRADE			
<b>DRAWING INDEX</b> SHEET 1: COVER SHEET SHEET 2: SPECIFICATIONS AND CONDITIONS, ELECTRICAL LEGEND, HVAC LEGEND. SHEET 3: FLOOR PLAN, ELECTRICAL PLAN, REFLECTED CEILING PLAN, HVAC PLAN SHEET 4: ELEVATIONS, BUILDING CROSS-SECTION ELECTRICAL CALCS, DETAILS.			

# DESIGN SPACE MODULAR BUILDINGS

## DEALER:

## PROJECT:

Office

8'(9')-0" x 20'-0"

PM-3824-920

MANUFACTURED BY:

# PHOENIX MODULAR

5301 W. MADISON ST. - PHOENIX, AZ 85043  
 PH 602-447-6460 FAX 602-447-6476

FINAL RELEASE

MAR 28 2018

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DEALER: DESIGN SPACE MODULAR BUILDINGS

PROJECT: OFFICE

STATES: CALIFORNIA

SERIAL NUMBERS: PM-3824-920

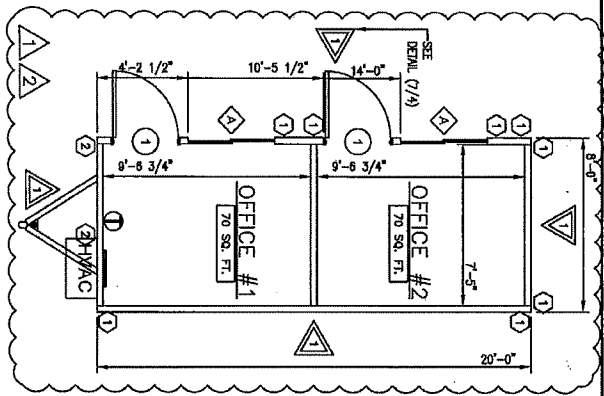
DRAWN BY: RWBS

PLOT DATE: 4/12/2018

REV # / DATE:  
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 2 P.R.#3 02/23/18  
 3 P.R.#4 03/15/18

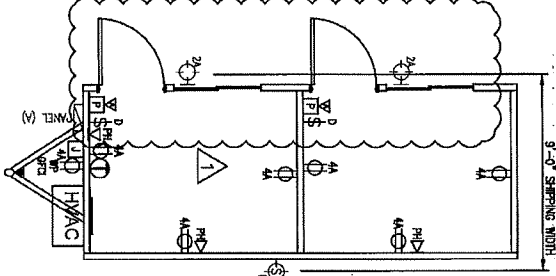
SHEET: 1  
 OF 4



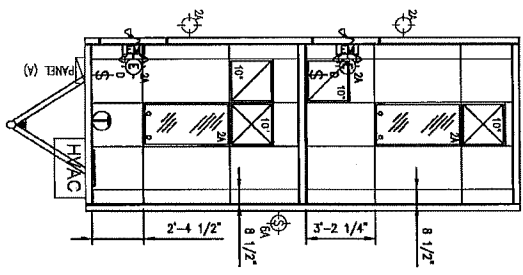


**1 FLOOR PLAN**  
3/16"-1'-0"  
SQUARE FOOTAGE - 160 S.F.  
OCCUPANCY LOAD = 2

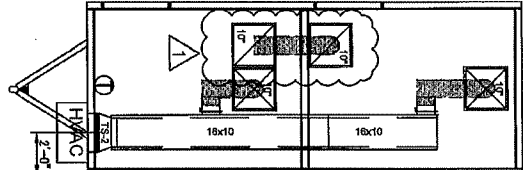
STRUCTURAL LEGEND	
(X)	STEEL JOIST (SEE STRUCTURAL SPEC FOR DETAILING, SEE 20)
(Z)	WOOD JOIST (SEE STRUCTURAL SPEC FOR DETAILING, SEE 20)



**2 ELECTRICAL PLAN**  
3/16"-1'-0"



**3 REFLECTED CEILING PLAN**  
3/16"-1'-0"



**4 HVAC PLAN**  
3/16"-1'-0"

DOORS:									
QTY	NO.	Type	Jamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color
2	1	COMMERCIAL STEEL INSULATED 18 GA.	BL/THERCOTHI	4 7/8"	NA	3008	36" x 81"	0.70	INTERIOR (WHITE) EXTERIOR (BUTTERSCOTCH)

WINDOWS:									
QTY	NO.	Type	Glazing	Size	Rough Opening	U-Factor	SHGC	Min. Blind	Notes
2	A	VERT. SLIDER	CLAR. GLAZ. THERM. BRK. LOWE	48" x 36"	0.46 (W40)	0.22 (W40)	HORIZONTAL ALUMINUM WIND. COL. WHITE (C405)	LATCH @ BOTTOM OF WINDOW	HEADER AT 4" AFF. BUTTERSCOTCH

125 AMP 120/240 1 PHASE EXTERIOR SURFACE MOUNT PANEL W/ 125 AMP MAIN BRKR									
DESCRIPTION	QTY	UNIT	DESCRIPTION	QTY	UNIT	DESCRIPTION	QTY	UNIT	DESCRIPTION
SPACE	5		SPACE	5		SPACE	5		SPACE
SPACE	7		SPACE	7		SPACE	7		SPACE
SPACE	9		SPACE	9		SPACE	9		SPACE
SPACE	11		SPACE	11		SPACE	11		SPACE

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**4**

**PHOENIX MODULAR**  
5301 W. MADISON ST. - PHOENIX, AZ 85043  
TEL 602-441-6100 FAX 602-417-6176

**SUNBELT MODULAR, INC.**  
AMTEX 1 BUCKINGHAM 1 YUKONITE 1 MEL, EXCEL 1 AMERUS-FAB

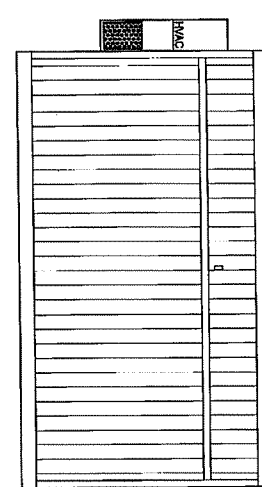
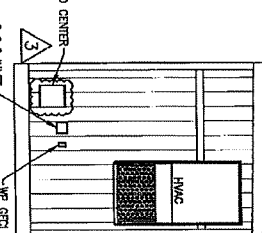
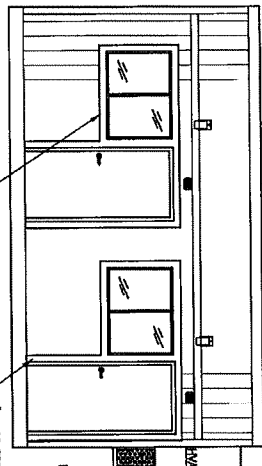
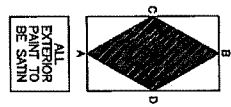
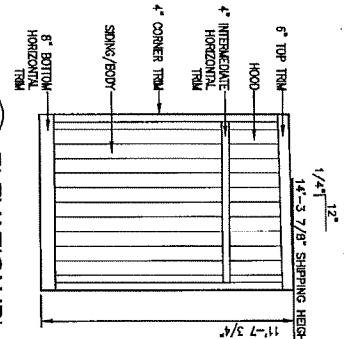
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BUILDINGS  
PROJECT:  
OFFICE

STATES:  
CALIFORNIA  
SERIAL NUMBERS:  
PML-3824-920  
DRAWN BY:  
RIMES  
PLOT DATE:  
1/12/2018

REV # / DATE:  
1 P.R. #12 02/2018  
2 P.R. #3 02/23/18  
3 P.R. #4 03/15/18

8 MARK STEEL 125 AMP 120/240 1 PHASE EXTERIOR SURFACE MOUNT PANEL W/ 125 AMP MAIN BRKR  
SUNBELT MODULAR, INC.  
125 N. 28TH AVE., SUITE C-100  
PHOENIX, AZ 85028  
(602) 327-7700

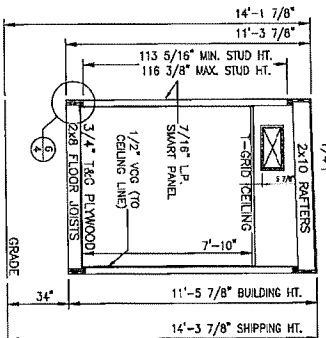


1 ELEVATION 'B'  
3/8"=1'-0"

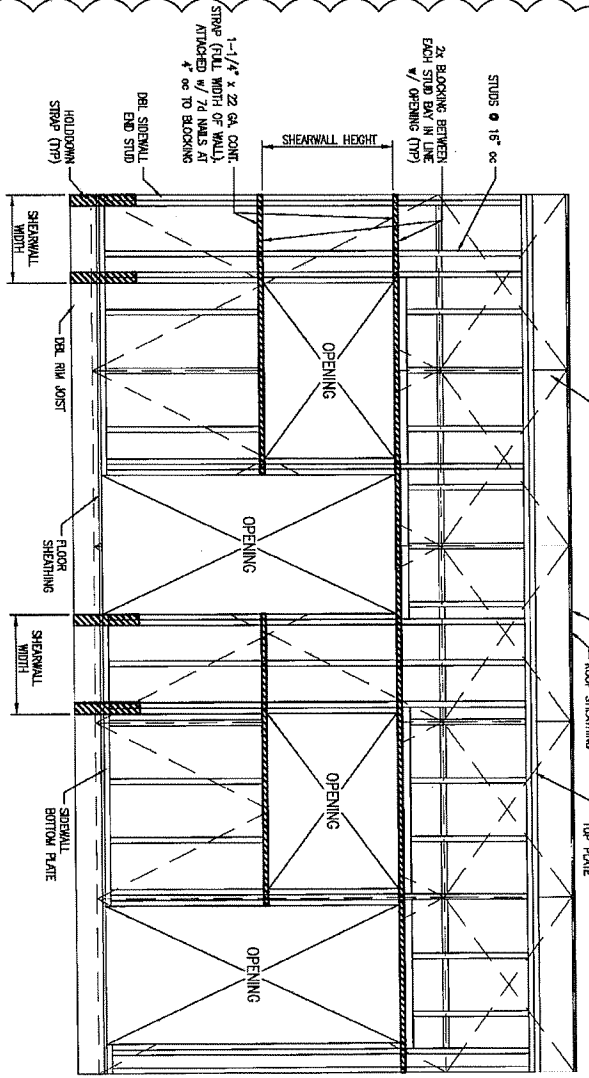
2 ELEVATION 'C'  
3/8"=1'-0"

3 ELEVATION 'A'  
3/8"=1'-0"

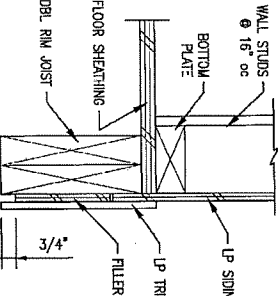
4 ELEVATION 'D'  
3/8"=1'-0"



5 CROSS SECTION  
3/8"=1'-0"



7 SHEARWALL DETAIL  
N.T.S.



6 WALL FINISH @ FLOOR  
N.T.S.

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391 W. MADISON ST. - PHOENIX, AZ 85043  
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STATES:  
CALIFORNIA  
SERIAL NUMBERS:  
PUL-3824-920  
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RWB/S  
PLOT DATE:  
1/12/2018  
REV #/DATE:  
1 P.R. #1-2 02/02/18  
2 P.R. #3 02/23/18  
3 P.R. #4 03/15/18

FINAL RELEASE  
MAR 28 2018  
SHEET: 4 OF 4

SHEET 1: SPECIFICATIONS AND CONDITIONS  
SHEET 2: FLOOR PLAN, ELECTRICAL PLAN, DOOR SCHEDULE, ELECTRICAL SCHEDULE  
SHEET 3: PLUMBING SCHEDULE, ELECTRICAL PANEL  
SHEET 4: REFLECTED CEILING PLAN, HVAC PLAN, HVAC SCHEDULE, CROSS SECTION  
SHEET 5: DETAILS  
SHEET 6: ELEVATIONS  
SHEET 7: PLUMBING ISO  
SHEET 8:

DSMB1


NAVIGATION CENTER

PMI-3825-1440

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AMTECH | INDECOM | PHOENIX | M.R. STEEL | AMERIPAB

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KN/BS

REV #/C  
#1 2/8/20

REV#/DATE:  
#1 2/8/2018 PR#2

11

11

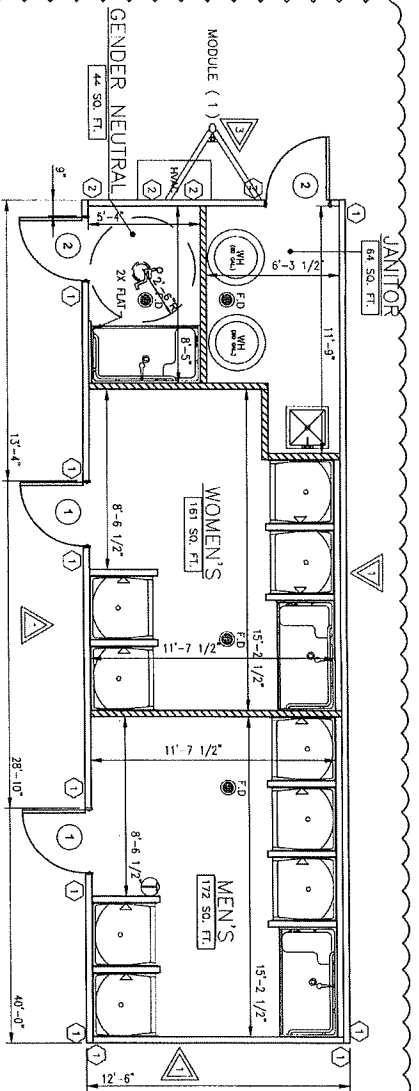
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11225 N. 28TH  
PHOENIX

**SHEET:**

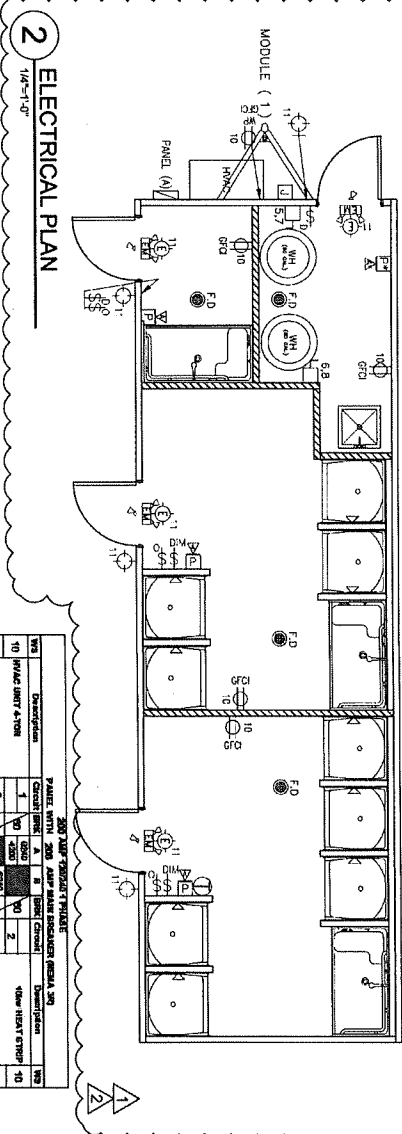
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MAR 28 2018

STRUCTURAL LEGEND
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**1 FLOOR PLAN**  
 1/4"=1'-0"  
 SQUARE FOOTAGE - 500 S.F.  
 OCCUPANCY LOAD - 12

HATCHLING DENOTES:  
 INSULATED FULL HEIGHT WALL



**2 ELECTRICAL PLAN**  
 1/4"=1'-0"

300 AMP TYPICAL PANEL	
NO.	DESCRIPTION
1	100 AMP MAIN BREAKER
2	100 AMP MAIN BREAKER
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SYMBOL	DESCRIPTION	QTY
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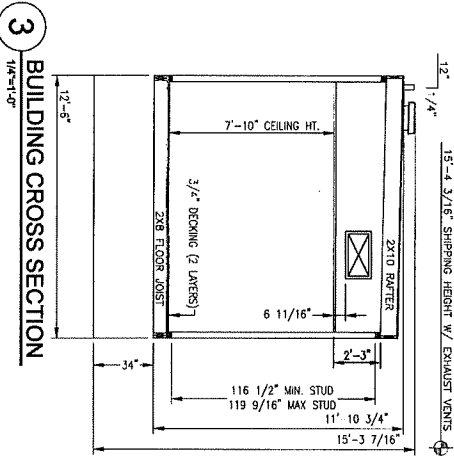
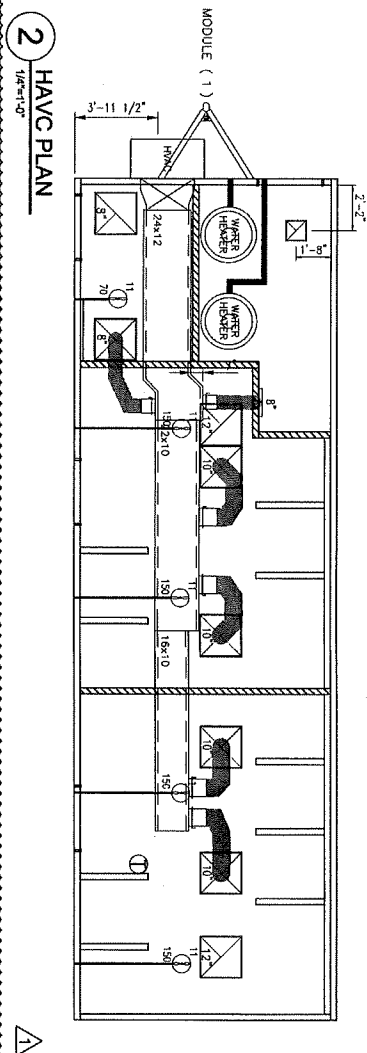
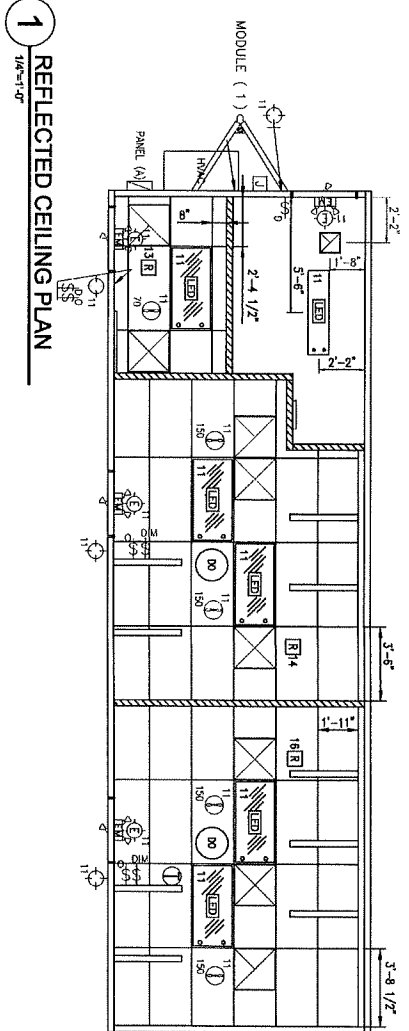
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SERIAL NUMBERS:	PM-3825-1440
DRAWN BY:	KMB
PLAT DATE:	3/28/2018
REV #/DATE:	#1 2/28/2018 PRG2 #2 2/22/2018 PRG4 #3 3/16/2018 PRG5
DEALER:	DSMBI
PROJECT:	NAVIGATION CENTER
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PROJECT:	NAVIGATION CENTER
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QTY	NO.	Type	Jamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Closer	Deadbolt	Hardware	Fire Rating	Keying	Notes
2	1	COMMERCIAL STEEL INSULATED 18 GA.	NO 18 GA. MALESTIC RILE	4 7/16"	NA	30" x 81"	37" x 81"	0.70	INTERIOR (WHITE MALESTIC RILE)	HYDRAULIC	DOUBLE CYLINDER	PASSAGE LEVER TEL GRADE 2	NONE	ALICE	DEPT CAP. (3 STD. & 1) HINGES. SWEEP INCLUDES SWEEP FROM REAR IN LOCKED POSITION. SWEEP FROM REAR IN LOCKED POSITION. SWEEP FROM REAR IN LOCKED POSITION.
2	2	COMMERCIAL STEEL INSULATED 18 GA.	NO 18 GA. MALESTIC RILE	4 7/16"	NA	30" x 81"	37" x 81"	0.70	INTERIOR (WHITE MALESTIC RILE)	HYDRAULIC	SINGLE CYLINDER	PASSAGE LEVER TEL GRADE 2	NONE	ALICE	DEPT CAP. (3 STD. & 1) HINGES. SWEEP INCLUDES SWEEP FROM REAR IN LOCKED POSITION. SWEEP FROM REAR IN LOCKED POSITION. SWEEP FROM REAR IN LOCKED POSITION.

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**NOTE:** POSTAL RATE DUES & DOWN FROM RATES

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**R. MARK STEELE, P.E.**  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
11225 N. 28TH DR. BLDG. C #C206  
PHOENIX, AZ 85029  
(602) 327-4769

3 OF 6

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**PROJECT:**  
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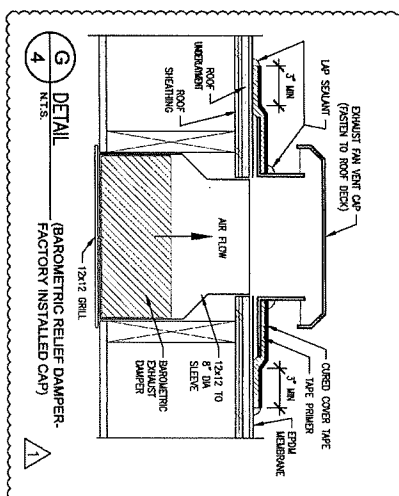
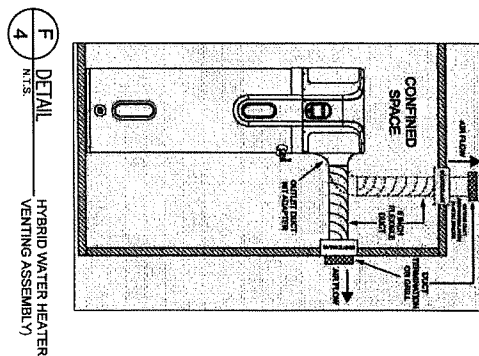
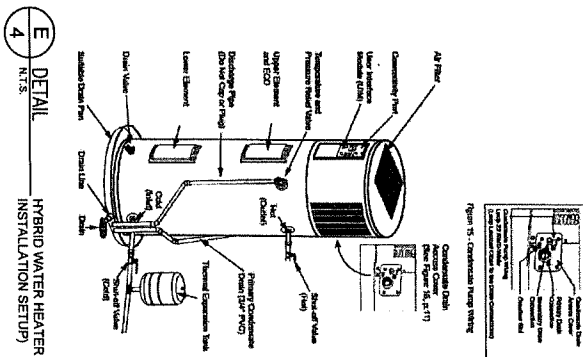
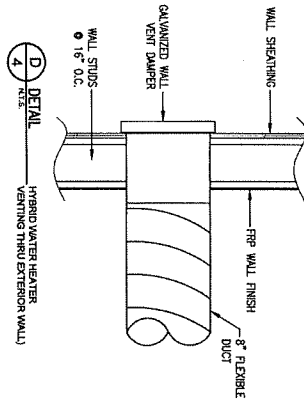
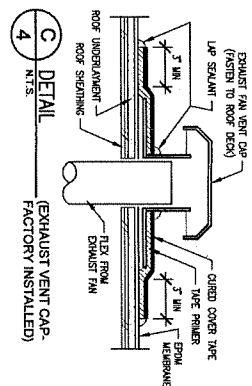
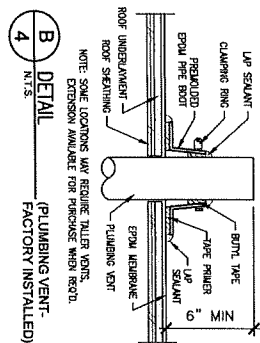
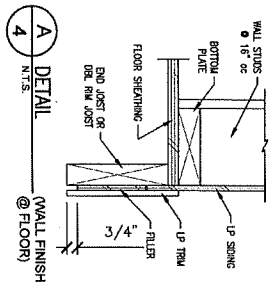
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PMI-3825-1440

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**KN/BS**

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3/28/2018

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#2 2/22/2018 PR#4  
#3 3/15/2018 PR#5





**PHOENIX**  **MODULAR**

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DEALER  
DSMBI

**PROJECT:**  
NAVIGATION CENTER

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
PMI-3825-1440

**DRAWN BY:**  
**KN/BS**

PLOT DATE:  
3/28/2018

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#3 3/15/2018 PR#5

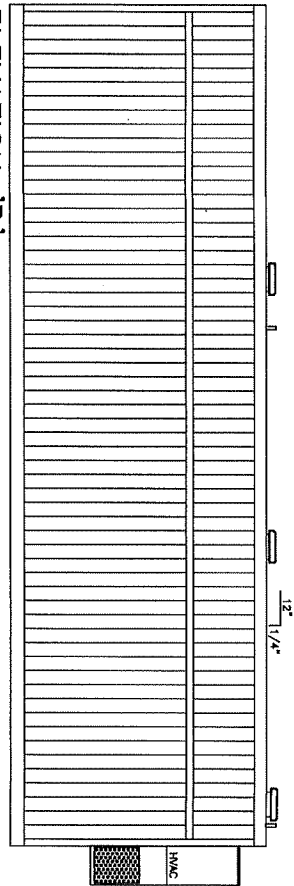
**R. MARK STEELE, P.E.**  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
11225 N. 28TH DR. BLDG. C #C206  
PHOENIX, AZ, 85029  
(602) 327-4769

**SHEET:**

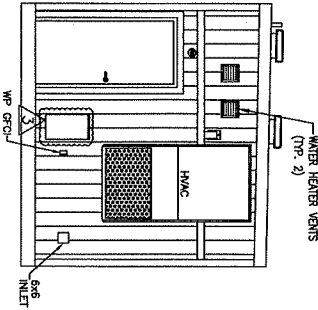
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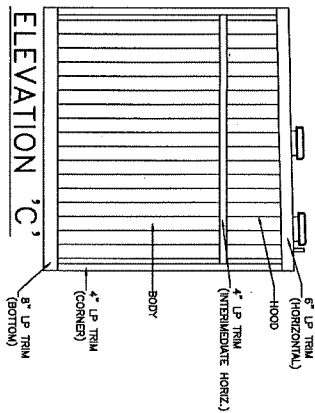
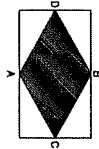
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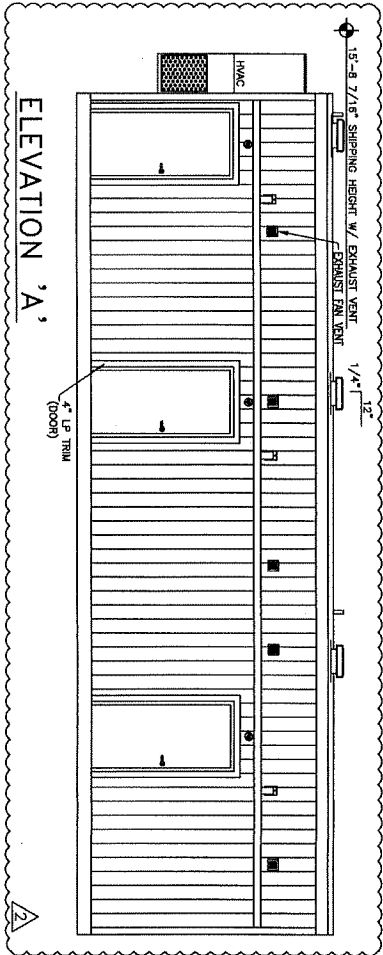
ELEVATION 'B'



ELEVATION 'D'



ELEVATION 'C'



ELEVATION 'A'

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
AMTEK | INDCOM | PHOENIX | M.R. STEEL | AMERI-PAB

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DSMBI

PROJECT:  
NAVIGATION CENTER

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
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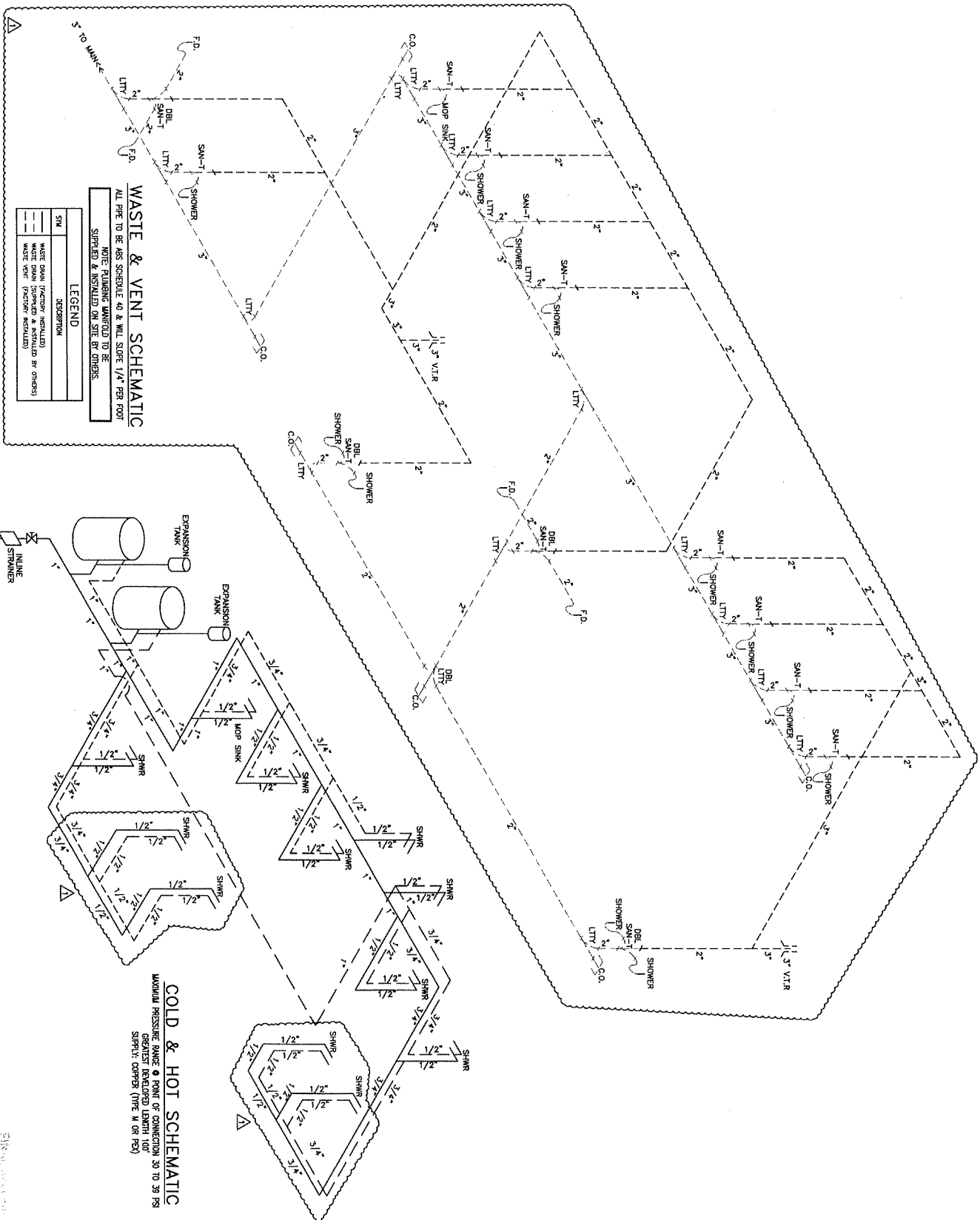
DRAWN BY:  
KNBS

PLOT DATE:  
3/29/2018

REV # / DATE:  
#1 2/8/2018 PR#2  
#2 2/22/2018 PR#4  
#3 3/15/2018 PR#5

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
17225 N. 28TH AVE. SUITE 200  
PHOENIX, AZ 85026  
(602) 327-4789

SHEET:



**WASTE & VENT SCHEMATIC**  
 ALL PIPE TO BE AAS SCHEDULE 40 & WILL SLOPE 1/4" PER FOOT  
 NOTE: PLUMBING UNITS TO BE  
 SUPPLIED & INSTALLED ON SITE BY OTHERS.

SYN	DESCRIPTION
---	WASTE DRAIN (FRACTION INSTALLED)
---	WASTE VENT (FRACTION INSTALLED)

**COLD & HOT SCHEMATIC**  
 MAINTAIN PRESSURE RANGE @ POINT OF CONNECTION 30 TO 35 PSI  
 SHOWN TOLERANCE (EXCEPT FOR HOT  
 WATER) 1/2" (EXCEPT FOR 1/2" OR LESS)

**PHOENIX MODULAR**

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 DSMBI

PROJECT:  
 NAVIGATION CENTER

STATES:  
 CALIFORNIA

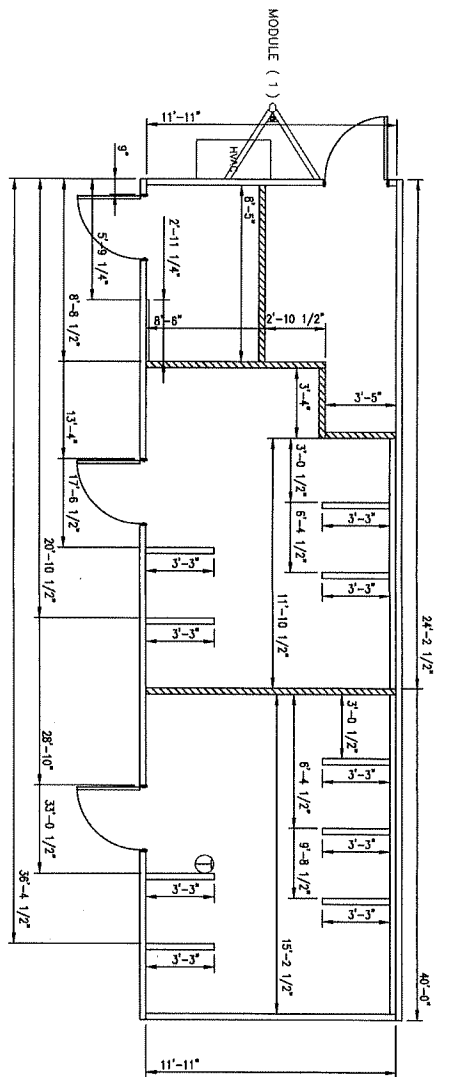
SERIAL NUMBERS:  
 PM-3825-1440

DRAWN BY:  
 KINGS

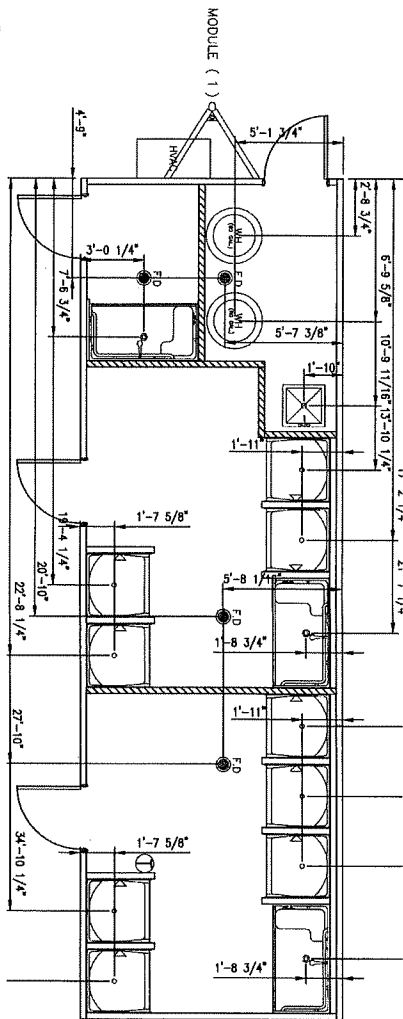
PLOT DATE:  
 3/28/2018

REV #/DATE:  
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 #3 3/15/2018 PR#5

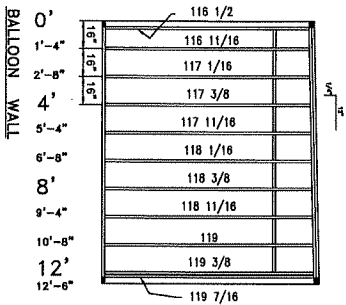
SHEET:  
 6 OF 6



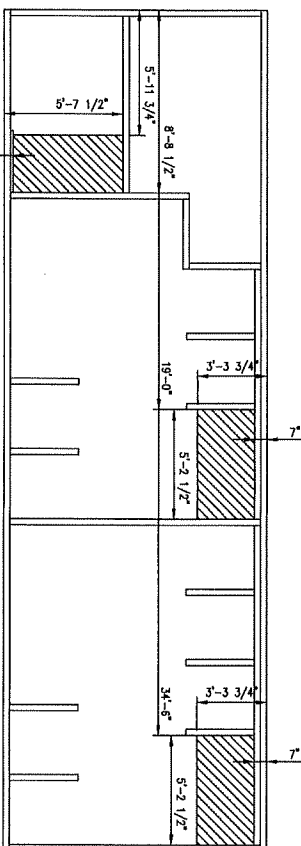
**1** WALL SET PLAN  
1/4"=1'-0"




## 2 PLUMBING SET



BALLOON WALL




## 2 SHOWER RECESSED PLAN


**HATCHING DENOTES:**  
DECKING LEFT OUT FOR  
SHOWERS 

APR 2 9 2018

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PROJECT:  
NAVIGATION CENTER

STATES:  
CALIFORNIA

**SERIAL NUMBERS:**  
PMI-3825-1440

DRAWN BY:  
KN/BS

3/28/2018

#1 2/8/2018 PR#2  
#2 2/22/2018 PR#4

**Author's Note**

R. MARK STEELE, P.E.  
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PHOENIX, AZ 85029  
(602) 327-4769

WS  
OF  
6

SHEET 1: SPECIFICATIONS AND CONDITIONS  
SHEET 2: FLOOR PLAN, ELECTRICAL PLAN, PLUMBING SCHEDULE,  
ELECTRICAL SCHEDULE, DOOR SCHEDULE  
SHEET 3: REFLECTED CEILING PLAN, HVAC PLAN, HVAC SCHEDULE  
ELECTRICAL PANEL, DETAILS  
SHEET 4: CROSS SECTION, ELEVATIONS  
SHEET 5: PLUMBING ISO

NAVIGATION CENTER


PMI-3826-1240

<b>FRAME / CHASSIS:</b> Frame Type: Basement Size: (1) BA Type: 11'-0" x 4'-0" Overhang @ 30 in. O.C. Cornerover @ 30 in. O.C. Nail Spacing @ 12 in. O.C. Beam Size: 13 in. x 13 in. (min) Joist: Cast (GFRP steel web / BA) frame Holes: Driscutable Tie: Br 14 x 5 ft ply rated Item 1: M.R. Steel Metal frames Additional Frame / Chassis Items Included in Quoted Price: N/A	<b>FINISHES:</b> FLOOR COVERING Type 1: 0.000 Self Core Laminate covered up wall (8 in. min) Location: (TWO-CA) Order to be: (MMA CAM) BASE Cover Base 1 : 6 in. Self Core (Base Floor Covering) Location: (THRU-CA) WALLS Covering 1: FRP over 1/2 in. MR GFRP to Ceiling Height, 1/2 in. MR GFRP remainder way to Rafter. Location: (Full Height Walls Only) Covering height: 8 ft. Order: (MMA) Covering 2: FRP over 1/2 in. MR GFRP to Ceiling Height. Location: (Remainder) Covering height: 8 ft. Order: (MMA) TRIM Wall Trim 1: FRP Trim Order to be: (To match FRP) CEILING Type 1: 2 in. x 4 in. HEAVY DUTY T-GIRD w/ Straps & wires (Remainder of Room Zone #012 (WALL WASHFIELD or Eave)) Height: 7'-0"	<b>EXTERIOR</b> Sliding body: Color: (MAJESTIC BLUE) & 8 in. Joints Order: (MAJESTIC BLUE) Hood: Color: (MAJESTIC BLUE) Corner trim: Color: (MAJESTIC BLUE) Door & window trim: Bottom horizontal trim: Color: (MAJESTIC BLUE) Intermediate horizontal trim: Color: (MAJESTIC BLUE) Top horizontal trim: Color: (MAJESTIC BLUE) As part to be: Semi Finish	<b>EXTERIOR WALL CONSTRUCTION:</b> Frame: Stud: 2X4 @ 16" equal or better @ 16 in. O.C. Top plate: 2X4 @ 16" equal or better @ 16 in. O.C. Bottom plate: Single 2X4 @ 16" equal or better Header: R-13 Knauf back fiberglass batt Insulation: R-13 Knauf back fiberglass batt Siding Type: 7/16 in. LP SmartPanel vertical siding (or grooves) with horizontal wrap underlayment. Soffit Height: See owner section for heights Additional Exterior Wall Items Included in Quoted Price: N/A	<b>INTERIOR WALL CONSTRUCTION:</b> Frame: Stud: 2X4 @ 16" equal or better @ 16 in. O.C. Top plate: 2X4 @ 16" equal or better @ 16 in. O.C. Bottom plate: Single 2X4 @ 16" equal or better @ 16 in. O.C. Sill support: 2X8 (min. 2x8, 2x10 (min. 2x10, 2x12 (min. 2x12)) (Drying Walls only) Insulation: R-11 unfaced batts (Drying Walls only) / Full R14 (Steel Insulation) Additional Interior Wall Items Included in Quoted Price: N/A	<b>ROOF CONSTRUCTION:</b> Roof Type: Mono (slope brackets down) Roof Slope: 1/4 to 1/2 Rafter size: 2X10 @ 16" equal or better Roof Length: 137 ft. Span: 18 in. O.C. Insulation: R-30 (ATHERMAL unfaced fiberglass batt with support strapping N/A Additional Roof Items Included in Quoted Price: N/A	<b>ACCESSORIES:</b> Cabinets: None provided Counters: None provided Shelving: None provided Additional Roof Items Included in Quoted Price: N/A
---	--	--	---	---	--	--

<b>MANUFACTURER:</b>		PERKINS MODULAR
<b>KEY WEIGHTS FOR:</b>		PERKINS MODULAR
<b>MANUFACTURING INFORMATION</b>		PHOTOGRAPH, 2014 PROCESSED, 2014 PROCESSED, 2014 PROCESSED, 2014
<b>DESIGN CRITERIA / LOADS:</b>		
<b>NO. OF MODELS:</b>	<b>BUILDING SQ. FT.</b>	140
	<b>COULD BE USED FOR:</b>	140
<b>ROOF TYPE:</b>	<b>ROOF TYPE:</b>	140
	<b>ROOF TYPE:</b>	140
<b>ROOF TYPE:</b>	<b>ROOF TYPE:</b>	140
	<b>ROOF TYPE:</b>	140
<b>WIND LOAD:</b>	<b>WIND LOAD:</b>	140
	<b>WIND LOAD:</b>	140
<b>COULD BE USED FOR:</b>	<b>COULD BE USED FOR:</b>	140
	<b>COULD BE USED FOR:</b>	140
<b>PERMANENT ZONE:</b>	<b>PERMANENT ZONE:</b>	140
	<b>PERMANENT ZONE:</b>	140
<b>MADE AND DATE OF CODES:</b>	<b>MADE AND DATE OF CODES:</b>	140
	<b>MADE AND DATE OF CODES:</b>	140
<b>2014 Class, 2014 Class, 2014 Class</b>	<b>2014 Class, 2014 Class, 2014 Class</b>	140
	<b>2014 Class, 2014 Class, 2014 Class</b>	140

**PHOENIX** **MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
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PROJECT:

SERIAL NUMBER:  
PMI-3826-1240

STATES:  
CALIFORNIA

PLOT DATE:

REV #/DAT

**#4 3/26/2018 State Court.**

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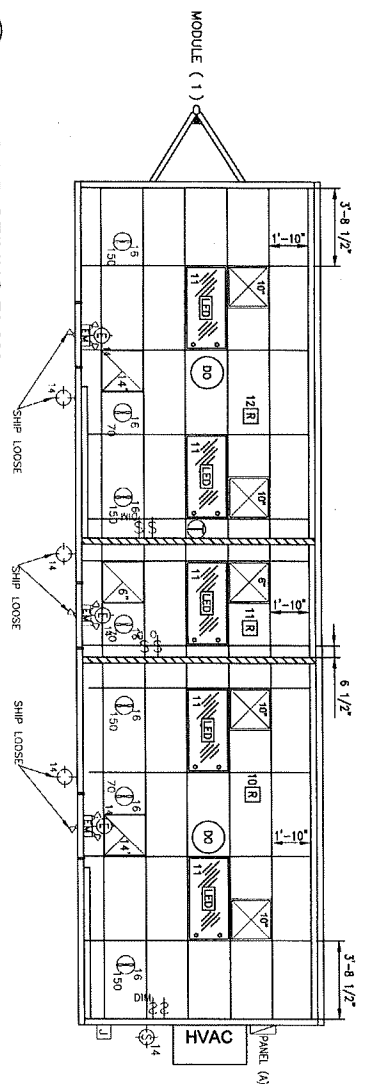
MAR 28 2018

**SHEET:**

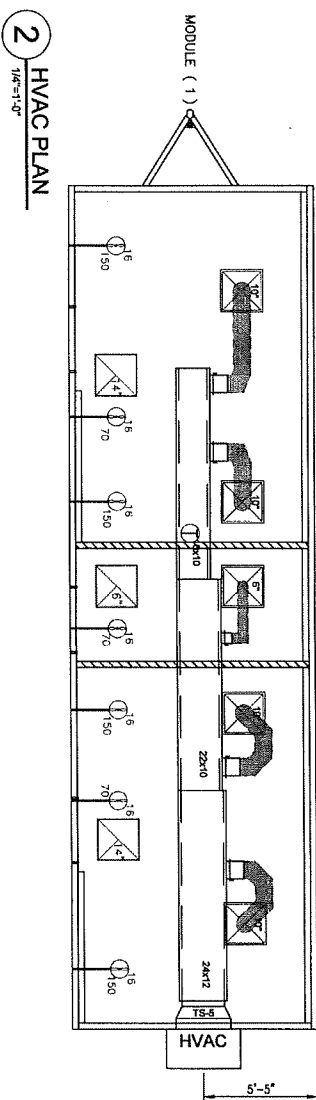
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C



## 1 REFLECTED CEILING PLAN



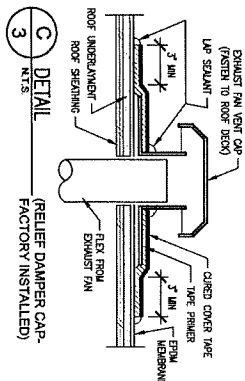
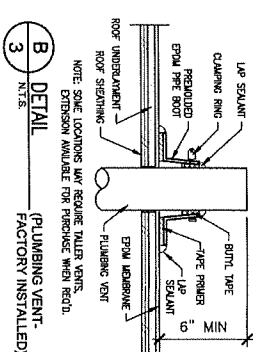
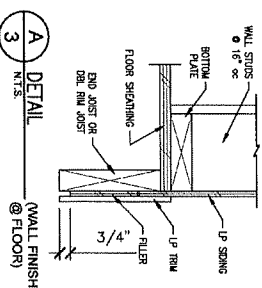
2 HVAC PLAN  
1/4"=1'-0"

225 AIRP 132/249 1 PHASE									
PANEL WITH 225 AIRP MAIN ENGINEER (MESA 39)									
W/S	Description	CHURCH BARK	A	B	BARK CHURCH	Description	W/S		
6	10WV HEAVY STOPP	1	4200	4200	80	1WVAC UNIT 4-TON	6		
		2	6240	6240	2				
8		3	2	4200	2		8		
	DUAL INSTA-HOT	6	4000	6240	4				
		35	4000	4000	35	DUAL INSTA-HOT	8		
6		7	4000	4000	6		6		
		2	4000	4000	2		8		
10	SINGLE INSTA-HOT	9	3500	1800	20	1WV J-BOX (PATTERNS)	12		
		30	1800	1800	10				
12	HW J-BOX (PATTERNS)	11	20	20	20	HW J-BOX (PATTERNS)	12		
		13		1800	12				
	8P/ACE		340	1440	20	(5) LEAK (4) PORKER	12		
12	(7) GFCI RECEPTS,	16		1050	14	(3) BAKER LINES	12		
	(1) WIP GFCI	20			18	(7) EXHAUST FANS	12		
		24000	24520	1080					

<b>GENERAL LIGHTING:</b>	
419 LIGHTS x 125%	= 1833 watts
8 RECEPTACLES	= 1440 watts
1 HVAC UNITS	= 20880 watts
3 WATER HEATER	= 18500 watts
3 HWL BLOKS	= 5400 watts

**PANEL A**

49053 watts divide by 240volts = 204.4 AMPS TOTAL

[illegible]

**NOTE:** INSTALL HVAC DUCTS 6" DOWN FROM RAFTERS

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DSMBIPROJECT:  
NAVIGATION CENTER

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**STATES:  
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DRAWN BY:  
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REV #/DATE

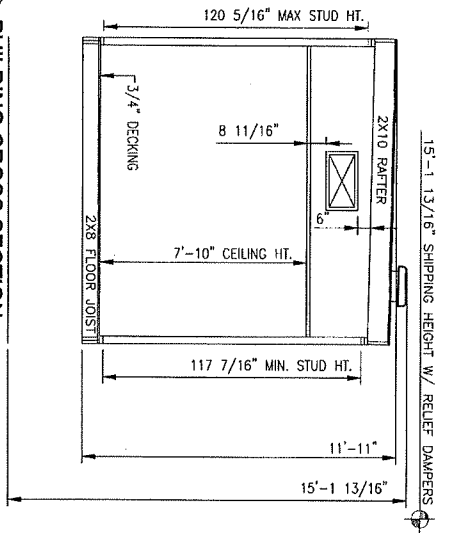
#4 3/26/2018 State Corr.

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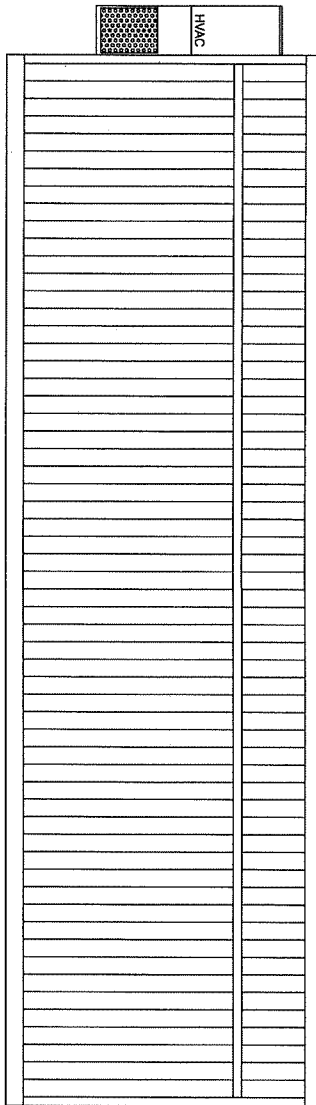
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3 OF 5

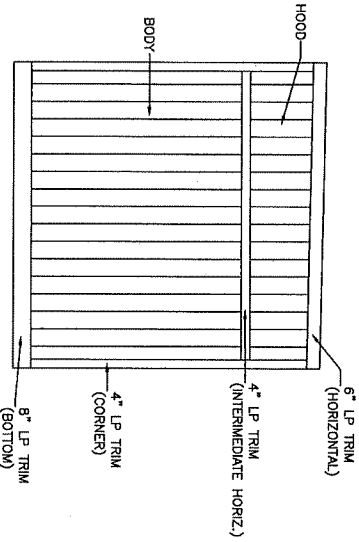


# 1 BUILDING CROSS SECTION

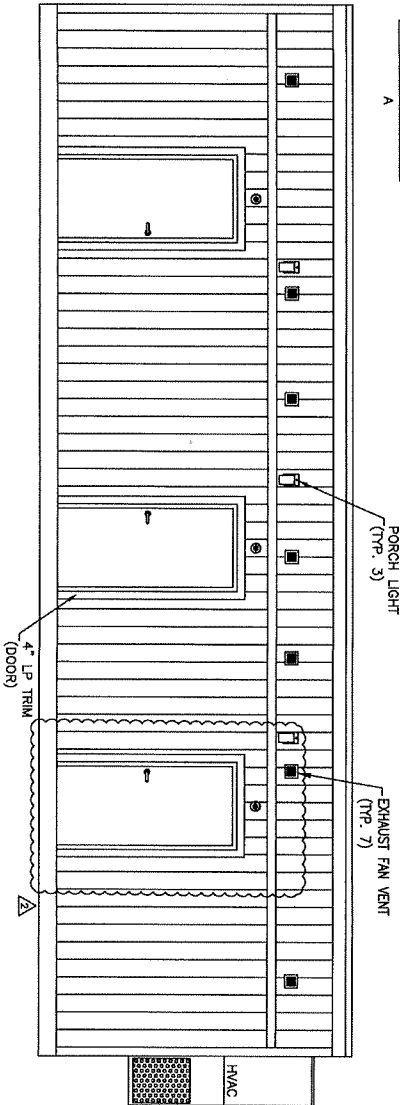
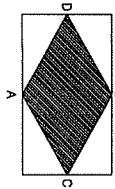
5/16"-1'-0"



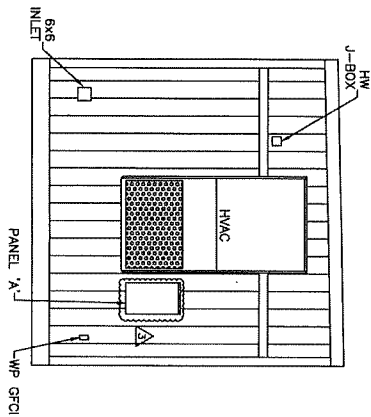
## ELEVATION 'B'



## ELEVATION 'D'



## ELEVATION 'A'



## ELEVATION 'C'

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STATES:  
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DRAWN BY:  
KNBS

PLOT DATE:  
3/28/2018

REV # / DATE:  
#1 2/23/2016 PRG-4  
#2 2/27/2018 PRG-6  
#3 3/15/2018 PRG-7  
#4 3/28/2018 State Cont.

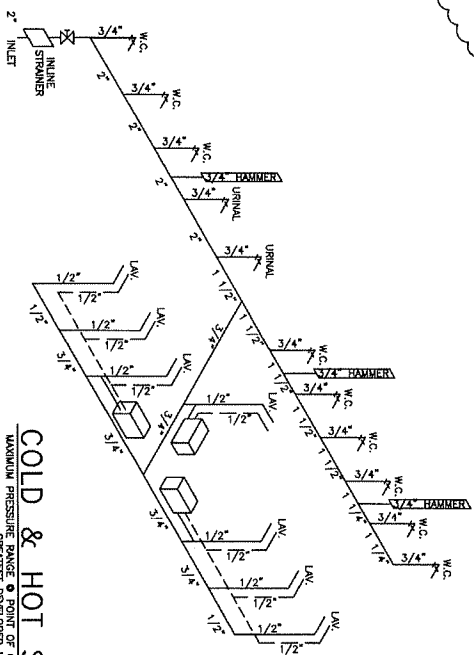
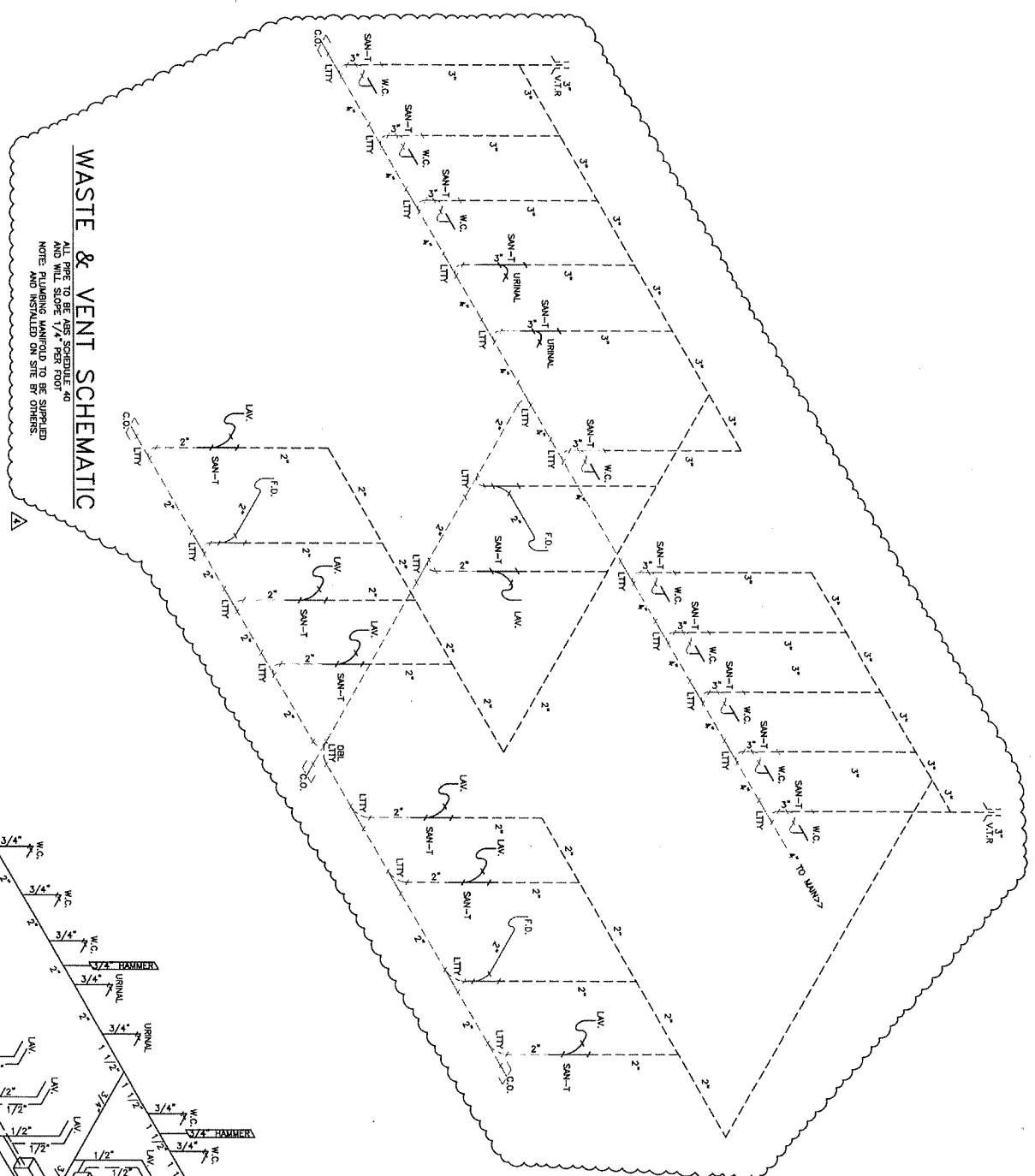
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MAR 28 2018

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1122N BENTLEY BLVD. #100  
PHOENIX, AZ 85029  
(602) 277-4769

SHEET:

4  
OF  
5





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**SUNBELT MODULAR, INC.**  
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#1 2/23/2018 PRS-4  
#2 2/27/2018 PRS-6  
#3 3/15/2018 PRS-7  
#4 3/28/2018 State Corr.

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R. MARK STEELE, P.E.  
SUNBELT MODULAR, INC.  
11225 N. 28TH DR. BLDG. C-208  
PHOENIX, AZ 85028  
(602) 327-4769

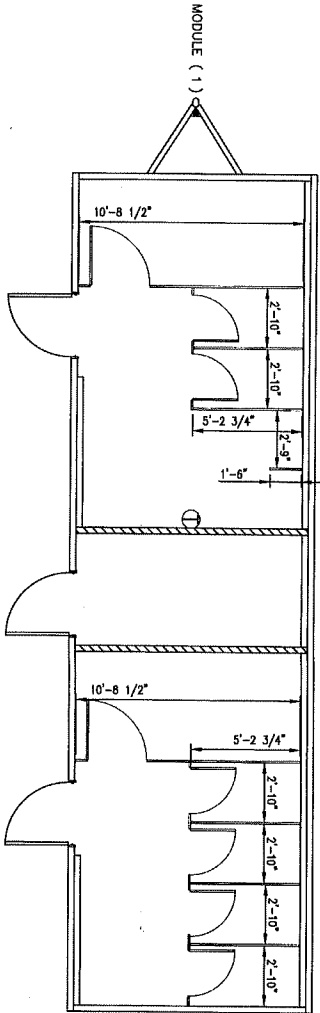


Diagram illustrating the height of a Ballroom Wall. The wall height is measured from the floor to the ceiling, with various points marked along the vertical axis.

Height (Feet)	Measurement
0'	117 7/16
1'-4"	117 11/16
2'-6"	118
4'-0"	118 5/16
5'-4"	118 11/16
6'-8"	119
8'-0"	119 3/8
9'-4"	119 11/16
10'-8"	120 1/16
11'-8"	120 3/16

SHEET 1: SPECIFICATIONS AND CONDITIONS  
SHEET 2: FLOOR PLAN, ELECTRICAL PLAN, DOOR SCHEDULE, ELECTRICAL SCHEDULE  
SHEET 3: PLUMBING SCHEDULE, ELECTRICAL PANEL  
SHEET 4: REFLECTED CEILING PLAN, HVAC PLAN, HVAC SCHEDULE, CROSS SECTION  
SHEET 5: DETAILS  
SHEET 6: ELEVATIONS  
SHEET 7: PLUMBING ISO

NAVIGATION CENTER DIVISION CIRCLE


PM-3827-1440

[illegible]

<b>MANUFACTURER:</b>	PHOSPHO MODULAR INCORPORATED PO BOX 100 PHOENIX, AZ 85068 PHOSPHO.COM
<b>NAME/COMPANY &amp; ADDRESS</b>	THE WAREHOUSE 10000 N. 19TH AVENUE DENVER, CO 80202
<b>DESIGN CRITERIA / LOADS:</b>	NO OF FLOORS: 1 BUILDING HEIGHT: 600 TYPE OF CONSTRUCTION: R FLOOR AREA (SQ. FT.): 100,000 OCCUPANT LOAD (100/sq ft): 100 FLOOR LIFT (T.O.D.): 30 ft HOIST LIFT (T.O.D.): 30 ft WIND LOAD: 20/15/10 SEISMIC: 20/15/10 SPECIAL REQUIREMENTS: 20/15/10
<b>PERMISSIBLE LIFT TYPE:</b>	Slew/Turn, 311 x 1386
<b>NAME AND DATE OF CODES:</b>	ASCE 7-05, IBC 2006, 215 SEC.
<b>DATE OF CALCULATION:</b>	2016 04/06/2016
<b>DESIGNER:</b>	C&C Consulting, LLC 118 Accessibility
<b>DESIGNER'S SIGNATURE:</b>	NA/PHOTOGRAPHY
<b>DATE OF CALCULATION:</b>	2016/04/06
<b>DESIGNER'S SIGNATURE:</b>	NA/PHOTOGRAPHY

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5301 W. MADISON ST. - PHOENIX, AZ 85043  
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DEALER: \_\_\_\_\_  
NAME: \_\_\_\_\_

PROJECT.

NAVIGATION CENTER  
DIVISION CIRCLE

**STATES:**

SERIAL NUMBERS:

PMI-382/-144U  
DRAWN BY:

KN/BS
PILOT DATE:

3/13/2018

#1 2/8/2018 PR#2  
#2 2/19/2018 PR#5

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1991

MAR 13 2018

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**R. MARK STEELE, P.E.**  
CORPORATE ENGINEER  
CLIMBER T. MODILLAR, INC.

11225 N. 28TH DR. BLDG. C #C20  
PHOENIX, AZ 85029  
(602) 327-4769

**SHEET.**

→

OF

5

DESCRIPTION, SHEET S24)

DESCRIPTION, SHEET S24)

PROCESSED WOODEN SHOWER, (1) CURTAIN ROD, (1) CURTAIN & (1) WATER DAM (SEE PLAN)  
ROUGH OPENING: 62" x 33 1/2" d. (FLOORSTONE: 35-

[illegible]

NOTE: 2. INCLUDE (5) CALIFORNIA ADA RESTROOM SIGNS, (1) ON DOOR, (1) ON WALL

200 AWP + PHASE 1/20/240 W/200 AWP MAN. 60° A.F. TO TOP OF PANEL/EXT. SURFACE (N.B.S.)	N/A	1
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[illegible]

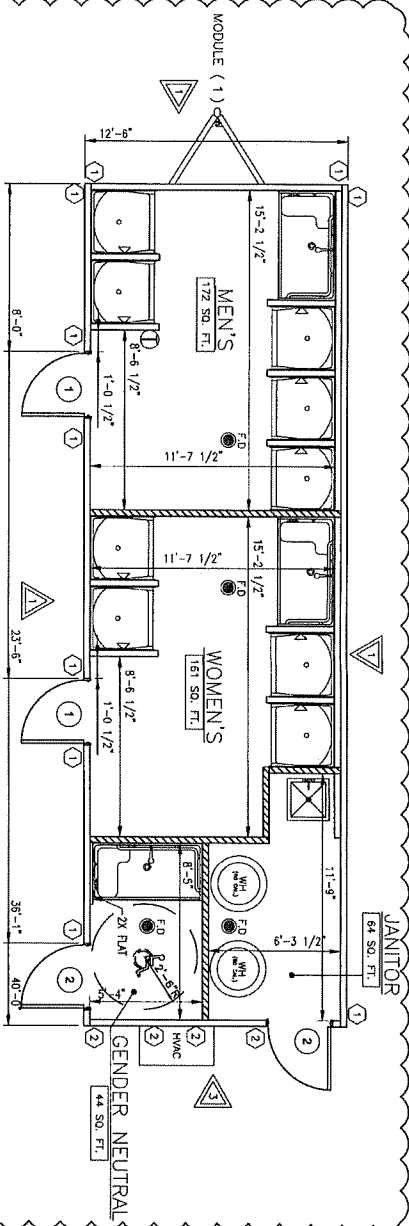
2. ALL EXISTING ELECTRICAL DEVICES TO BE WEATHERPROOF
3. FIRE ALARM SYSTEM PROVIDED AND INSTALLED ON SITE BY OTHER CONTRACTOR

Verdacht auf Schizophrenie

Qty	NO.	Type	Jamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Closer	Deadbolt	Hardware	Fire Rating	Keying	Notes
-----	-----	------	------	----------------	---------	------	---------------	----------	-------	--------	----------	----------	-------------	--------	-------

2	1	COMMERCIAL STEEL, INSULATED 18 GA. NO 18 GA. COOL. BLUE 2058-40	4 7/16"	N/A	INTERIOR: MATCH-UP F/P EXTERIOR: COOL. BLUE 2058-40	DOUBLE CYLINDER	PASSAGE LEVER, TELL. GRADE 2	NONE	ALIVE	DEP. CAP. 12 5/16" & (1) NIP HINGES, WEATHERSTRIPING, THRESHOLD, DOOR REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED.
2	2	COMMERCIAL STEEL, INSULATED 18 GA. NO 18 GA. COOL. BLUE 2058-40	4 7/16"	N/A	INTERIOR: MATCH-UP F/P EXTERIOR: COOL. BLUE 2058-40	SINGLE CYLINDER	PASSAGE LEVER, TELL. GRADE 2	NONE	ALIVE	DEP. CAP. 12 5/16" & (1) NIP HINGES, WEATHERSTRIPING, THRESHOLD, DOOR REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED.

SQUARE FOOTAGE - 500 S.F.  
OCCUPANCY LOAD = 12



$1/4'' = 1'-0''$

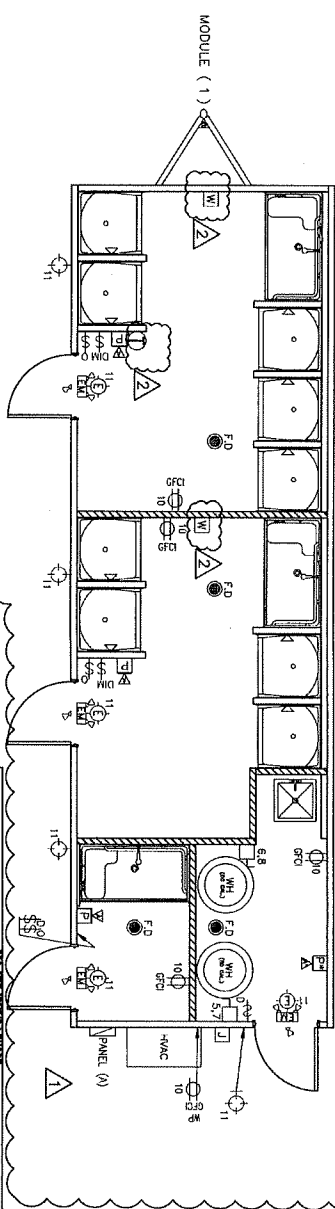


TABLE 2. Age and sex composition of the fishery for <i>Merluccius</i> sp.											
Age	Sex	Description	Total sample				Description				
			Male	Female	Both	Sexes	Male	Female	Both	Sexes	
10	10	IMMATURE ADULT	1	0	1	1	0	1	1	0	1
9	9	ADULT	2	0	2	2	0	2	2	0	2
8	8	ADULT	3	1	4	3	1	4	3	1	4
7	7	ADULT	0	0	0	0	0	0	0	0	0
6	6	ADULT	0	0	0	0	0	0	0	0	0
5	5	ADULT	0	0	0	0	0	0	0	0	0
4	4	ADULT	0	0	0	0	0	0	0	0	0
3	3	ADULT	0	0	0	0	0	0	0	0	0
2	2	ADULT	0	0	0	0	0	0	0	0	0
1	1	ADULT	0	0	0	0	0	0	0	0	0
0	0	ADULT	0	0	0	0	0	0	0	0	0
10	10	IMMATURE ADULT	1	0	1	1	0	1	1	0	1
9	9	ADULT	2	0	2	2	0	2	2	0	2
8	8	ADULT	3	1	4	3	1	4	3	1	4
7	7	ADULT	0	0	0	0	0	0	0	0	0
6	6	ADULT	0	0	0	0	0	0	0	0	0
5	5	ADULT	0	0	0	0	0	0	0	0	0
4	4	ADULT	0	0	0	0	0	0	0	0	0
3	3	ADULT	0	0	0	0	0	0	0	0	0
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1	1	ADULT	0	0	0	0	0	0	0	0	0
0	0	ADULT	0	0	0	0	0	0	0	0	0
10	10	IMMATURE ADULT	1	0	1	1	0	1	1	0	1
9	9	ADULT	2	0	2	2	0	2	2	0	2
8	8	ADULT	3	1	4	3	1	4	3	1	4
7	7	ADULT	0	0	0	0	0	0	0	0	0
6	6	ADULT	0	0	0	0	0	0	0	0	0
5	5	ADULT	0	0	0	0	0	0	0	0	0
4	4	ADULT	0	0	0	0	0	0	0	0	0
3	3	ADULT	0	0	0	0	0	0	0	0	0
2	2	ADULT	0	0	0	0	0	0	0	0	0
1	1	ADULT	0	0	0	0	0	0	0	0	0
0	0	ADULT	0	0	0	0	0	0	0	0	0
10	10	IMMATURE ADULT	1	0	1	1	0	1	1	0	1
9	9	ADULT	2	0	2	2	0	2	2	0	2
8	8	ADULT	3	1	4	3	1	4	3	1	4
7	7	ADULT	0	0	0	0	0	0	0	0	0
6	6	ADULT	0	0	0	0	0	0	0	0	0
5	5	ADULT	0	0	0	0	0	0	0	0	0
4	4	ADULT	0	0	0	0	0	0	0	0	0
3	3	ADULT	0	0	0	0	0	0	0	0	0
2	2	ADULT	0	0	0	0	0	0	0	0	0
1	1	ADULT	0	0	0	0	0	0	0	0	0
0	0	ADULT	0	0	0	0	0	0	0	0	0
10	10	IMMATURE ADULT	1	0	1	1	0	1	1	0	1
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4	4	ADULT	0	0	0	0	0	0	0	0	0
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1	1	ADULT	0	0	0	0	0	0	0	0	0
0	0	ADULT	0	0	0	0	0	0	0	0	0
10	10	IMMATURE ADULT	1	0	1	1	0	1	1	0	1
9	9	ADULT	2	0	2	2	0	2	2	0	2
8	8	ADULT	3	1	4	3	1	4	3	1	4
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9	9	ADULT	2	0	2	2	0	2	2	0	2
8	8	ADULT	3	1	4	3	1	4	3	1	4
7	7	ADULT	0	0	0	0	0	0	0	0	0

Model	Year	Price
<b>ELECTRICAL CALCULATOR</b>		
GENERAL DUTYING		
4222 LENTH'S 125% .....	1546	with
1 KESSEL/FLAMES .....	2050	with
2 WINTER HEATER .....	11252	with
3 HW/BOX .....	5440	with
TYPE OF PANEL: LOAD CENTER		
4222's with, with by 2000's = 187.8, 4222's TOTAL		

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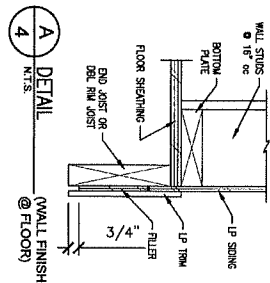
**PROJECT:**  
NAVIGATION CENTER  
DIVISION CIRCLE

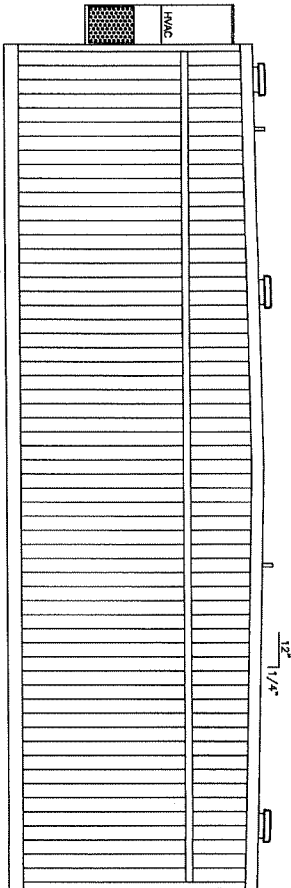
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 KNBS   
 PLOT DATE:   
 3/13/2018

REV # / DATE:  
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#2 2/19/2018 PR#5

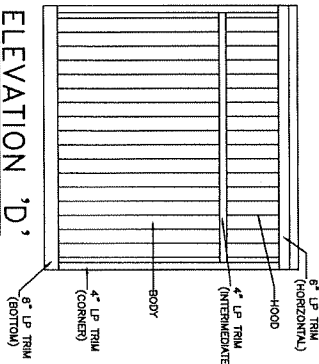
FINAL RELEASE  
MAR 1 9 2018  
R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC  
1526 N. 28TH DR. BLDG. C-4206  
PHOENIX, AZ 85029  
(602) 367-4789



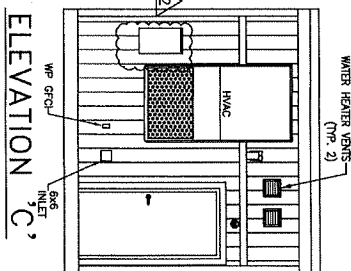




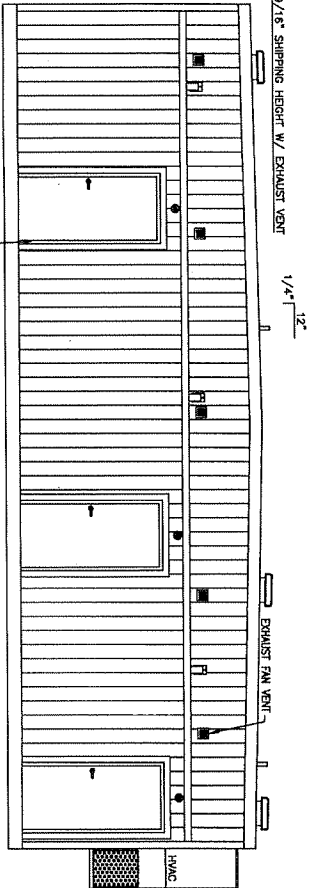
ELEVATION 'B'



ELEVATION 'D'



ELEVATION 'C'



ELEVATION 'A'

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
AMTEX | INDIUM | PHOENIX | M.R. STEEL | AMERI-PAB

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DEALER:  
DSMBI

PROJECT:  
NAVIGATION CENTER  
DIVISION CIRCLE

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
PM-3827-1440

DRAWN BY:  
KNBS

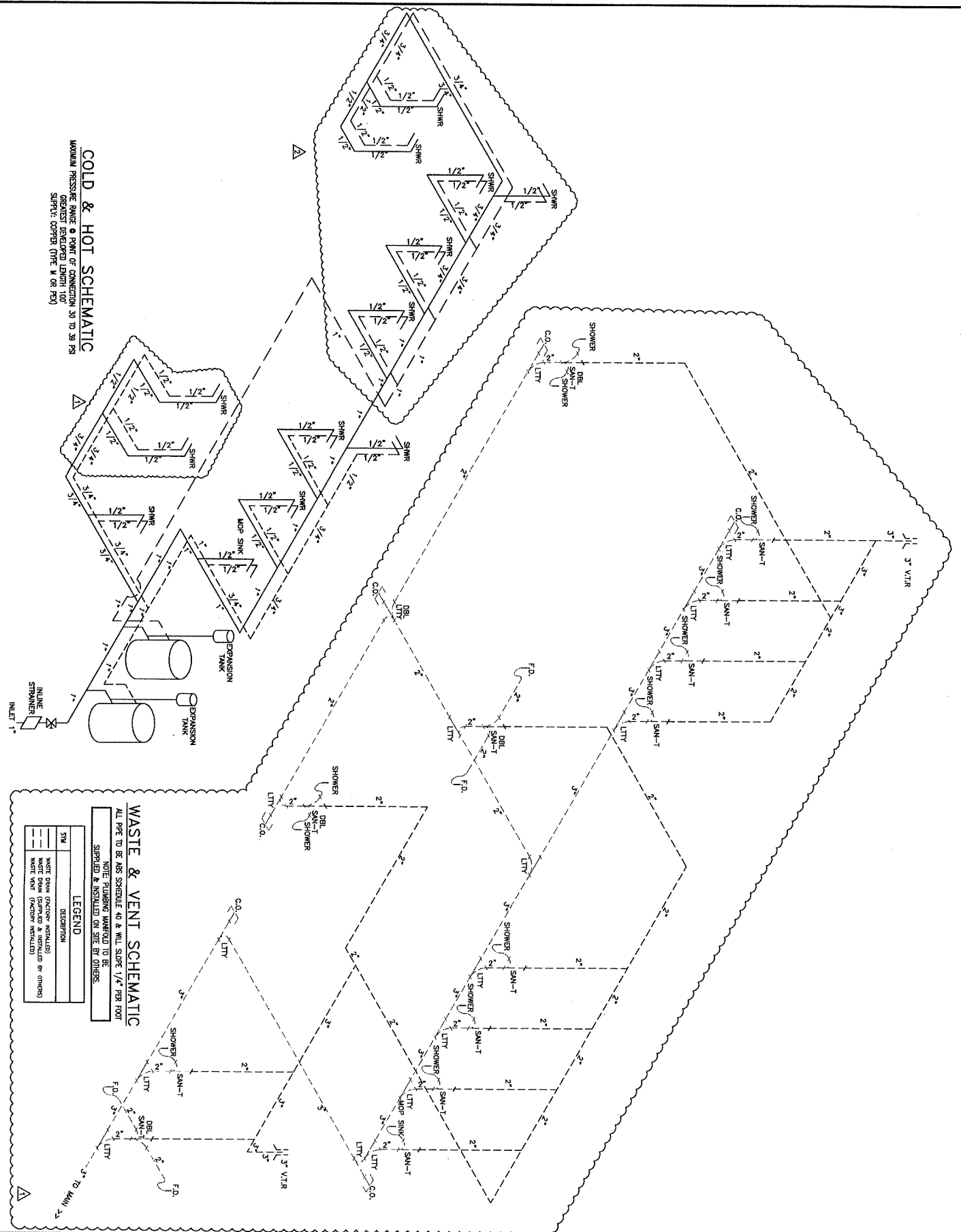
PLOT DATE:  
3/13/2018

REV # / DATE:  
#1 2/8/2018 PR#2  
#2 2/19/2018 PR#5

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FINAL RELEASE,  
MAR 13 2018

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1125N. 28TH DR. BLDG. C #206  
PHOENIX, AZ 85029  
(602) 357-4769



**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
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DEALER:  
 DSMI

PROJECT:  
 NAVIGATION CENTER  
 DIVISION CIRCLE

STATES:  
 CALIFORNIA

SERIAL NUMBERS:  
 PML-3827-1440

DRAWN BY:  
 KINGS

PLOT DATE:  
 3/13/2018

REV./DATE:  
 #1 2/28/2018 PR#2  
 #2 2/19/2018 PR#5

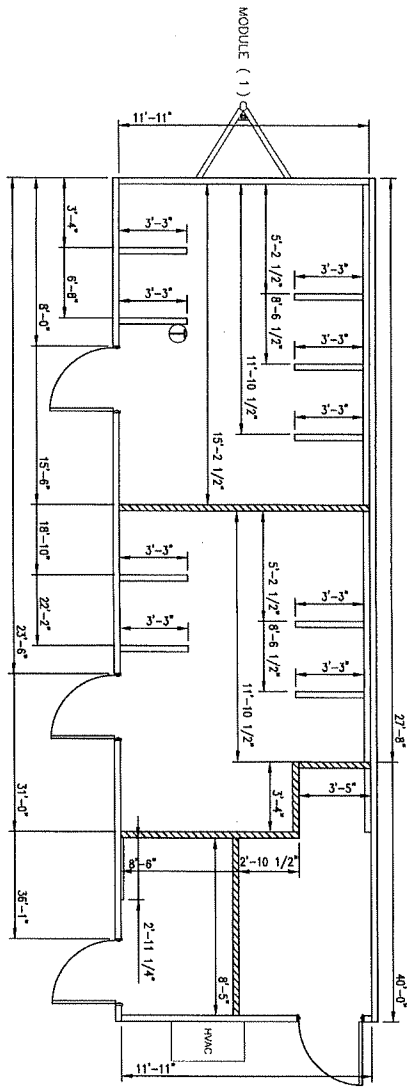
CINAL RELEASE  
 MAR 13 2018

R. MARK STEELE, P.E.  
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 SUNBELT MODULAR, INC.  
 11225 N. 26TH AVE. SUITE C-4208  
 PHOENIX, AZ 85028  
 (602) 327-4789

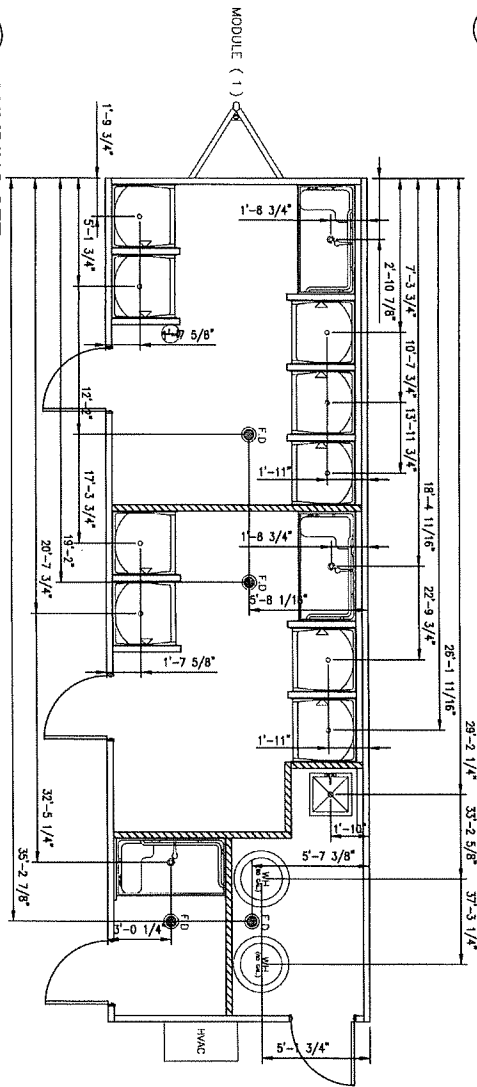
SHEET:

6 OF 6





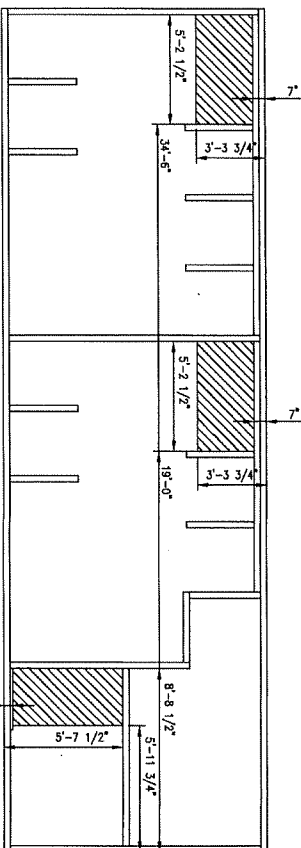
1 WALL SET PLAN  
1/4"=1'-0"



2 PLUMBING SET  
1/4"=1'-0"

117 1/4
117 9/16
117 7/8
118 3/16
118 9/16
118 7/8
119 3/16
119 9/16
119 7/8
120 3/16
120 9/16
120 7/8
121 3/16
121 9/16
121 7/8
122 3/16

BALLOON WALL  
0'-4"  
1'-4"  
2'-8"  
4'-4"  
5'-4"  
6'-8"  
8'-4"  
9'-4"  
10'-8"  
12'-4"  
13'-4"  
14'-8"  
16'-4"  
17'-4"  
18'-8"  
20'-4"



3 RECESSED SHOWER PLAN  
1/4"=1'-0"

HATCHING DENOTES:  
RECESSING LEFT OUT FOR  
SHOWERS

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476



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DEALER:  
DSMBI

PROJECT:  
NAVIGATION CENTER  
DIVISION CIRCLE

STATES:  
CALIFORNIA

SERIAL NUMBERS:  
PML-3827-1440

DRAWN BY:  
KNDS

PLOT DATE:  
3/13/2018

REV # / DATE:  
#1 28/2018 PR#2  
#2 2/19/2018 PR#5

FINAL RELEASE  
MAR 13 2018

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
11225 N. 28TH DR. BLDG. C #206  
PHOENIX, AZ 85029  
(602) 327-4769

SHEET:  
**W/S**

OF  
**6**

SHEET 1: SPECIFICATIONS AND CONDITIONS  
SHEET 2: FLOOR PLAN, ELECTRICAL PLAN, PLUMBING SCHEDULE,  
ELECTRICAL SCHEDULE, DOOR SCHEDULE  
SHEET 3: REFLECTED CEILING PLAN, HVAC PLAN, HVAC SCHEDULE  
SHEET 4: MISC. DETAILS, ELECTRICAL PANEL,  
CROSS SECTION, SHEARWALL DETAIL,  
ELEVATIONS  
SHEET 5: PLUMBING ISO  
SHEET 6:

DSMB/

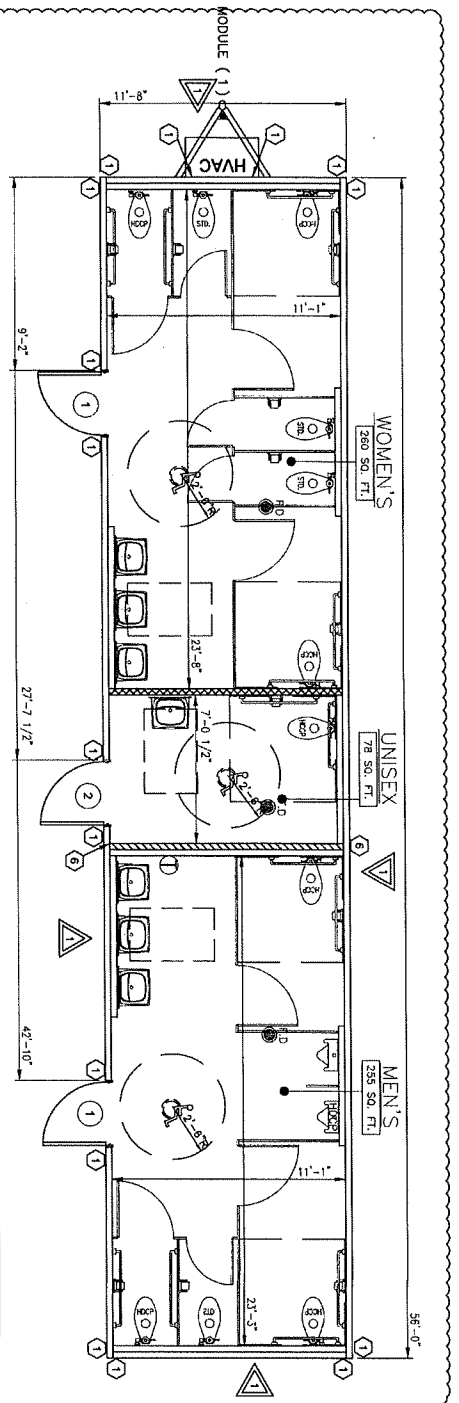
12' X 56'

PMI-3828-1256

<b>FINISHES:</b>	
FLOOR COVERING	0.080 Self Color Uniform covered up wall (6 ft. min)
Type 1:	Order: (TYPED-OUT)
	Order to be: (OTHER CHG)
<b>BASE:</b>	
Cove Base 1 :	6 in. Self Cove (Shaw Floor Covering)
	Location: (Type-Out)
<b>WALLS</b>	
Covering 1:	RFP over 1/2 in. MR GYP to Ceiling Height; Rwp 1/2 in. MR GYP to Ceiling Height (Minimum Only)
	Location: (Full Height Wall Only)
	Covering height: 8 ft.
	Order: (Other)
Covering 2:	RFP over 1/2 in. MR GYP to Ceiling Height;
	Location: (Remainder)
	Covering height: 8 ft.
	Order: (Other)
<b>TRIM</b>	
Wall Trim 1:	RFP trim
	Order to be: (To match FGP)
<b>CEILING</b>	
Type 1:	2 x 4 x 4 HEAVY DUTY T-Gird w/ Stucco & wires (assuming Kitchen Zone WRTZ (NWT, WALSHSLB) w/ Exam) height: 7'-4"
<b>EXTERIOR</b>	
Sliding body:	Color: (EQCOL, BLUE 209S-4D) or S.E. Atmos
	Order: (EQCOL, BLUE 209S-4D)
Door trim:	Color: (EQCOL, BLUE 209S-4D)
Door & window trim:	Color: (EQCOL, BLUE 209S-4D)
Brickwork horizontal trim:	Color: (EQCOL, BLUE 209S-4D)
Intermediate horizontal trim:	Color: (EQCOL, BLUE 209S-4D) separate hood & body
Over door trim:	Color: (EQCOL, BLUE 209S-4D)
At point to be:	Shut Panel, Order to match (examine location)
<b>EXTERIOR/INTERIOR DOORS:</b>	(SEE DOOR SCHEDULE)
<b>WINDOWS:</b>	(NONE PROVIDED)
<b>CLOSEUP:</b>	
Type:	Single Unit
Note:	Module NOT to exceed 12'-0"
<b>APPLIANCES:</b>	
Nice provided	
<b>ACCESSORIES:</b>	
Chairs:	None provided
Counters:	None provided
Shelving:	None provided

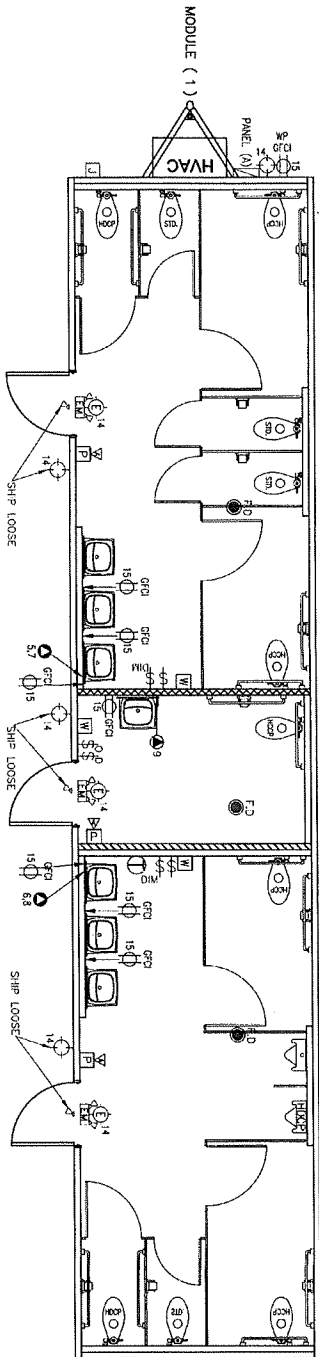
REBORN THE PROPERTY OF PHOENIX MODULAR AND ARE NOT TO BE USED IN ANYWAY WITHOUT WRITTEN PERMISSION.	DEALER: USMI	PROJECT: NAVIGATION CENTER DISCUSSION CIRCLE SERIAL NUMBER: PML-3828-1286 STATES: CALIFORNIA	DRAWN BY: KNBS	PLOT DATE: 3/13/2018	REV # / DATE: #1 2/19/2018 PPM#	FINAL RELEASE MAY 1 8 2018	R. MARK STEELE, P.E. CORPORATE ENGINEER SUNBELT MODULAR, INC
---	-----------------	--	-------------------	-------------------------	------------------------------------	-------------------------------	--

[illegible]





## 1 FLOOR PLAN

1/4"=1'-0"  
SQUARE FOOTAGE - 854 S.F.  
OCCUPANCY LOAD = 19



## 2 ELECTRICAL PLAN

City	No.	Type	Joint	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Chest	Deadbolt	Hardware	Fire Rating	Keying	Notes
2	1	COMMERCIAL STEEL, COOL, BLUE, INSULATED 8' X 6'	2056-40	4 7/16"	N/A	3066	36" x 81"	6/70	INTERIOR: (WHITE) EXTERIOR: (COOL, BLUE 2056-40)	HYDRAULIC	DOUBLE CYLINDER	PASSAGE LEVER, TELL GRADE 2	NONE	ALUM	DRIP CAP, (2) STY & (1) WP RANGES, WEATHERSTRIP, THRESHOLD, DOOR REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
1	2	COMMERCIAL STEEL, COOL, BLUE, INSULATED 16' X 8'	2056-40	4 7/16"	N/A	3066	36" x 81"	6/70	INTERIOR: (WHITE) EXTERIOR: (COOL, BLUE 2056-40)	HYDRAULIC	SINGLE CYLINDER	PASSAGE LEVER, TELL GRADE 2	NONE	ALUM	DRIP CAP, (2) STY & (1) WP RANGES, WEATHERSTRIP, THRESHOLD, DOOR REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED

STRUCTURAL LEGEND	
	SPECIALTY TAG (SEE STRUCTURAL PACKAGE FOR DESCRIPTION, SHEET S24)
	HOLD DOWN TAG (SEE STRUCTURAL PACKAGE FOR DESCRIPTION, SHEET S24)

[illegible][illegible]

**PHOENIX**  **MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-442-6460 FAX 602-442-6476

**SUNBELT MODULAR, INC.**

THESE DRAWINGS  
REMAIN THE PROPERTY OF  
PHOENIX MODULAR AND ARE  
NOT TO BE USED IN ANYWAY  
WITHOUT WRITTEN  
CONSENT.

DEALER:

157

SERIAL NUMBER:

SALES:

DRAWN

3/13/2018

#1 2/19/2

1

### Discussion

1

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100

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110

CORPORATE  
CHAMPION

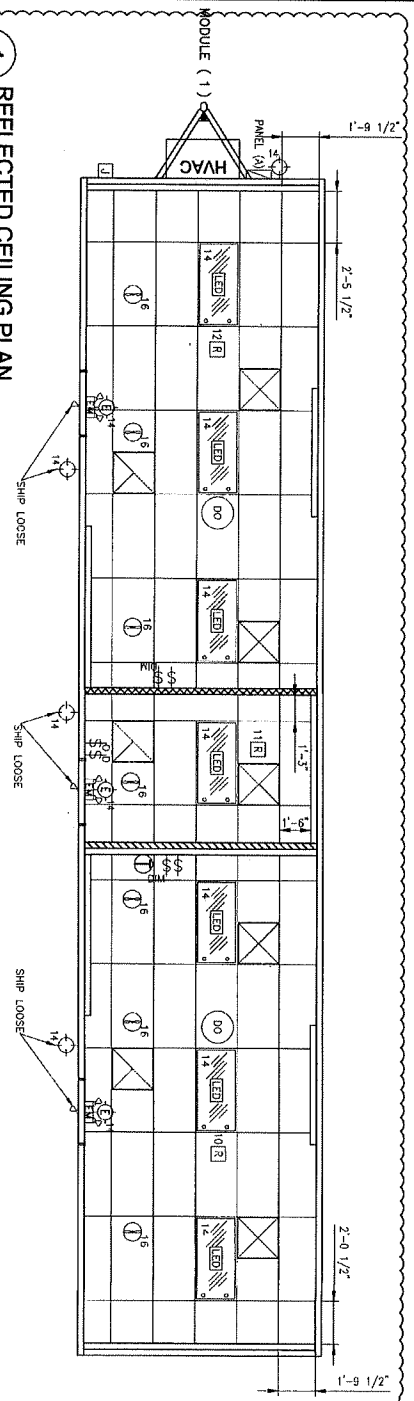
(602)

**SHEET:**

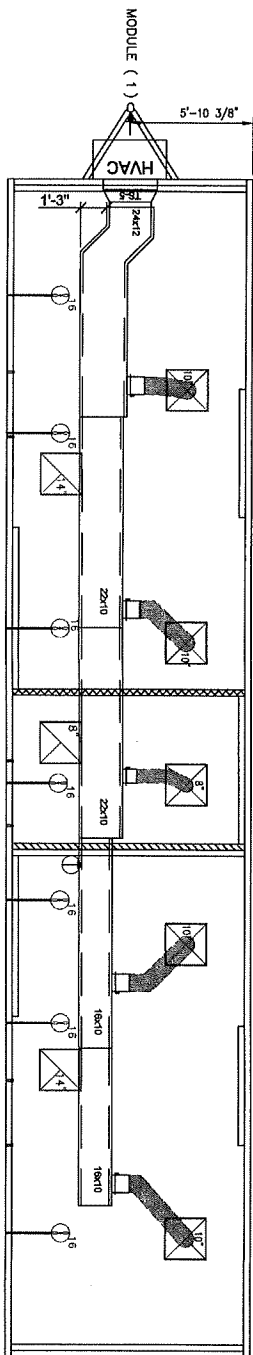
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## 1 REFLECTED CEILING PLAN



2 HVAC PLAN  
1/4"=1'-0"

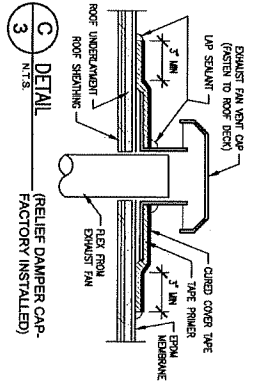
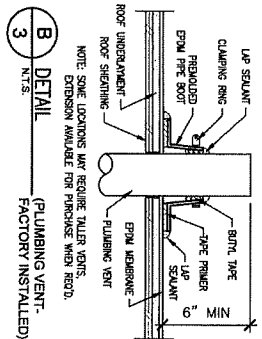
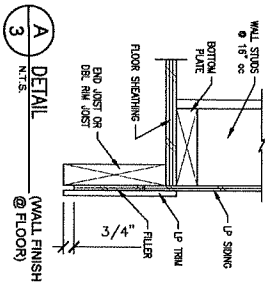
Z2S AIR-152/240 1 PHASE									
PANEL WITH Z2S AIR-152/240 BREAKER (NEMA 3R)									
W/S	Description	Chiller Power	A	B	SPK	Chiller	Description	W/S	
6	150W HEAT STRIP	1	550 600 620	50	2		HW LBOX 5-TON	6	
6		3	2 550 620	2	4			9	
8	DUAL INSTA-HOTS	6	400 400 400	40	6		DUAL INSTA-HOTS	8	
8		7	2 400 400	2	8			8	
10	SINGLE INSTA-HOT	8	320 180	20	10		HW LBOX (W/ATER)	12	
12	HW LBOX (W/ATER)	11	20 180 180	20	12		HW LBOX (W/ATER)	12	
	SPACE	13							
	(7) GFCI RECEPT.		414	20	14		(7) LEAD. (4) PORCH. (3) EMERX LINES	12	
12	(7) W/P GFCI	15	1440 1000	20	16		(7) EXHAUST FANS	12	

**GENERAL LIGHTING:**

583 SQ. FT. x 3.5 x 1.25 =	2584 watts
8 RECEPTACLES =	1440 watts
1 HVAC UNITS =	23780 watts
3 WATER HEATER =	19500 watts
3 HWJ-BOXES =	5400 watts


TYPE OF PANEL: LOAD CENTER

52694 watts divide by 240 volts = 219.6 AMPS TOTAL

[illegible]

**PHOENIX**  
**MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

 **SUNBELT MODULAR, INC.**  
AMTEX | INDIACOM | PHOENIX | M.R. STEEL | AMERI-PAB

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PERMISSION.

PROJECT:	NAVIGATION CENTER
DIVISION/CIRCLE	
SERIAL NUMBER:	
PMI-3828-1256	

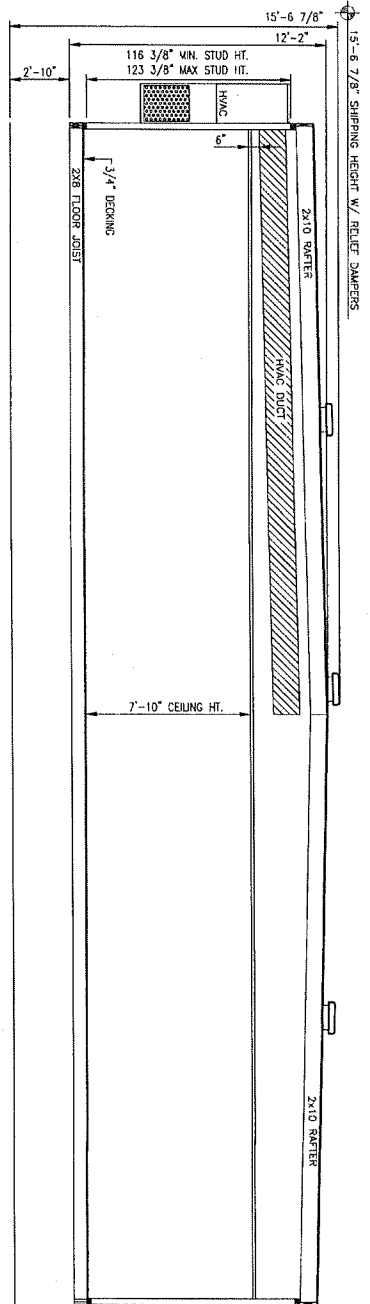
SIA/ES: CALIFORNIA	DRAWN BY: KNBS	PLOT DATE: 3/13/2018
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REV#/DATE:  
#1 2/19/2018 PR#4

FINAL RELEASE  
MAR 13 2018

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
11225 N. 26TH DR. BLDG. C #C206  
PHOENIX, AZ 85029  
(602) 327-4769

9 OF 3



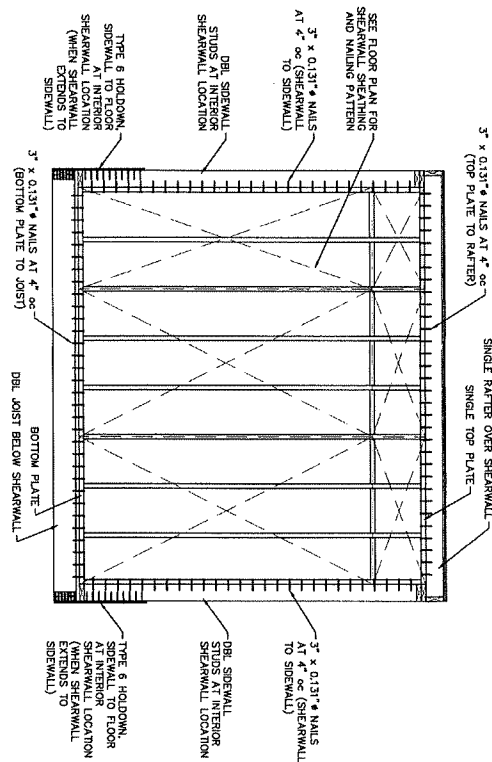
**1**  
BUILDING CROSS SECTION

0'	116 3/8	
1'-4"	116 11/16	
2'-8"	117	
4'	117 3/8	
5'-4"	117 11/16	
6'-8"	118	
8'	118 3/8	
9'-4"	118 11/16	
10'-8"	119	
12'	119 3/8	
13'-4"	119 11/16	
14'-8"	120	
16'	120 3/8	
17'-4"	120 11/16	
18'-8"	121	
20'	121 3/8	
21'-4"	121 11/16	
22'-8"	122	
24'	122 3/8	
25'-4"	122 11/16	
26'-8"	123	
28'	123 3/8	

BALLOON WALL

**INTERIOR SHEARWALL CONSTRUCTION DETAIL**

MAXIMUM UNIT SHEAR OF 350 p#  
MAXIMUM HOLDOWN CAPACITY = 4000#.  
(DETERMINE BY PROJECT CALCS)



**A**  
4  
N.T.S.

**DETAIL**  
(INTERIOR SHEARWALL-  
FACTORY INSTALLED)

**PHOENIX MODULAR**

5301 W. MADISON ST. • PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
AMTTEX | INDIACOM | PHOENIX | M.R. STEEL | AMERI-FAB

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DEALER:  
DSMBI

PROJECT:  
NAVIGATION CENTER

DIVISION/CIRCLE:  
SERIAL NUMBER:  
PMI-3828-1256

STATES:  
CALIFORNIA

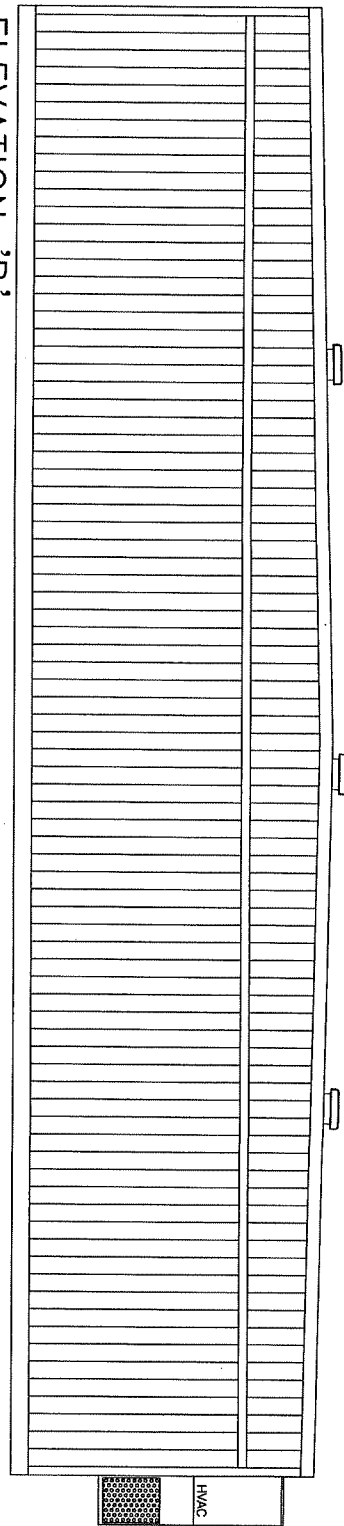
DRAWN BY:  
KNBS

PLOT DATE:  
3/19/2018

REV# / DATE:  
#1 2/19/2018 FRM4

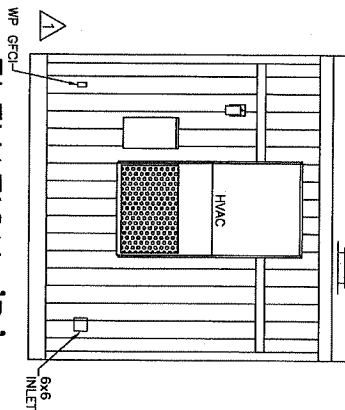
FINAL RELEASE  
MAR 13 2018

R MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1125N 20THUR BLVD C-208  
PHOENIX, AZ 85028  
(602) 327-4769

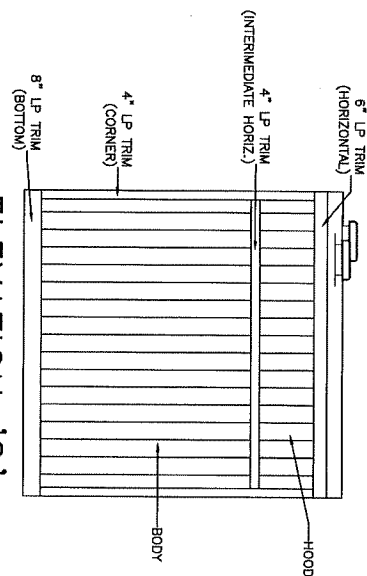
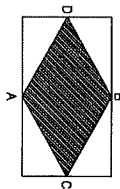


ELEVATION 'B'

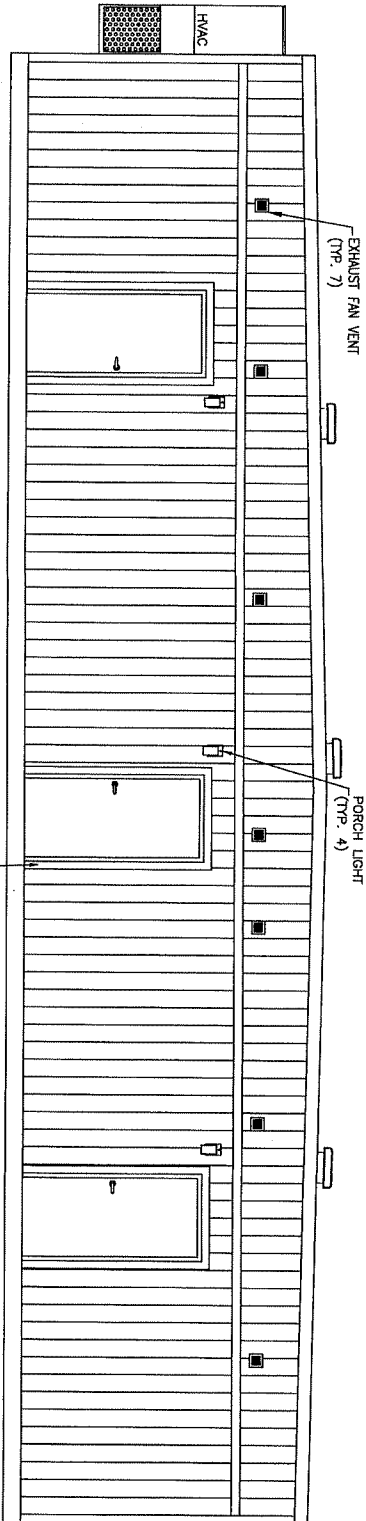
15'-6 7/8" SHIPPING HEIGHT W/ RELIEF DAMPERS



ELEVATION 'D'



ELEVATION 'C'



ELEVATION 'A'

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
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DSMBI

PROJECT:  
NAVIGATION CENTER  
DIAS/CIRCLE  
SERIAL NUMBER:  
PMI-3828-1256

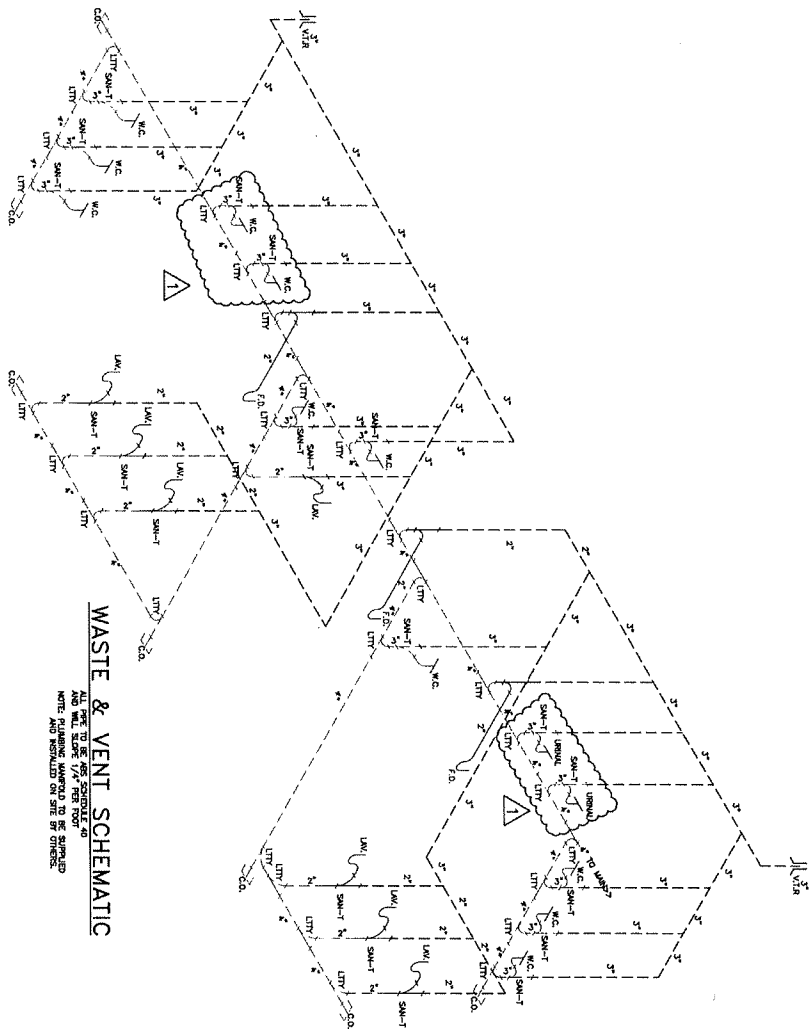
STATES:  
CALIFORNIA  
DRAWN BY:  
KNBS

PLOT DATE:  
3/13/2018

REV # / DATE:  
#1 2/19/2018 PR#4

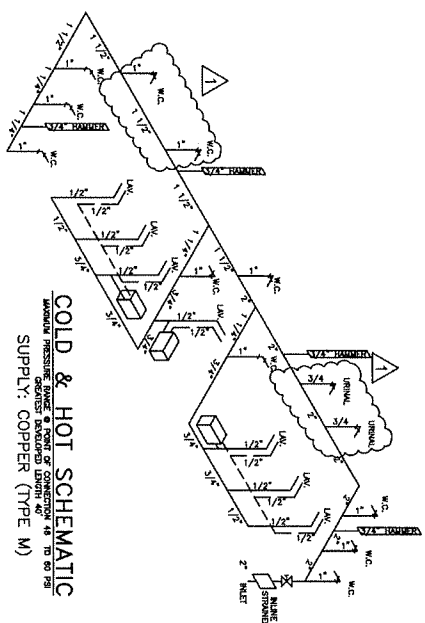
FINAL RELEASE  
MAY 13 2016

R. MARK STEELE, P.E.  
CORPORATE ENGINEER  
SUNBELT MODULAR, INC.  
1122 N. 28TH DR. BLDG. C #C206  
PHOENIX, AZ 85029  
(602) 327-4108



# WASTE & VENT SCHEMATIC

ALL PIPES TO BE 1/2" RIGID PIPING  
AND BE INSTALLED ON SITE BY OTHERS.  
NOTE: SEE DRAWING FOR DETAILS.



# COLD & HOT SCHEMATIC

ALL PIPES TO BE 1/2" RIGID PIPING  
AND BE INSTALLED ON SITE BY OTHERS.  
NOTE: SEE DRAWING FOR DETAILS.

**PHOENIX MODULAR**

5301 W. MADISON ST. - PHOENIX, AZ 85043  
PH 602-447-6460 FAX 602-447-6476

**SUNBELT MODULAR, INC.**  
AMTIX | INDCOM | PHOENIX | M.R. STEEL | AMERJ-PAB

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PERMISSION.

DEALER:  
DSMBI

PROJECT:  
NAVIGATION CENTER

DIVISION/CIRCLE:  
SERIAL NUMBER:  
PMI-3828-1256

STATES:  
CALIFORNIA

DRAWN BY:  
KNBS

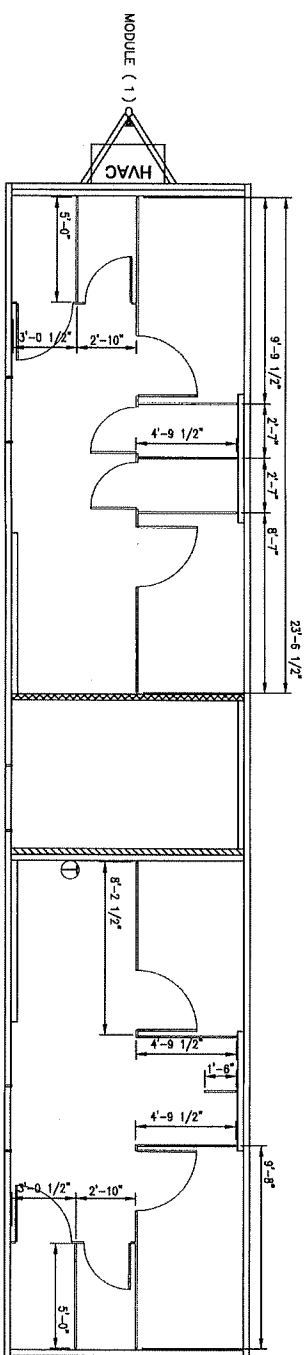
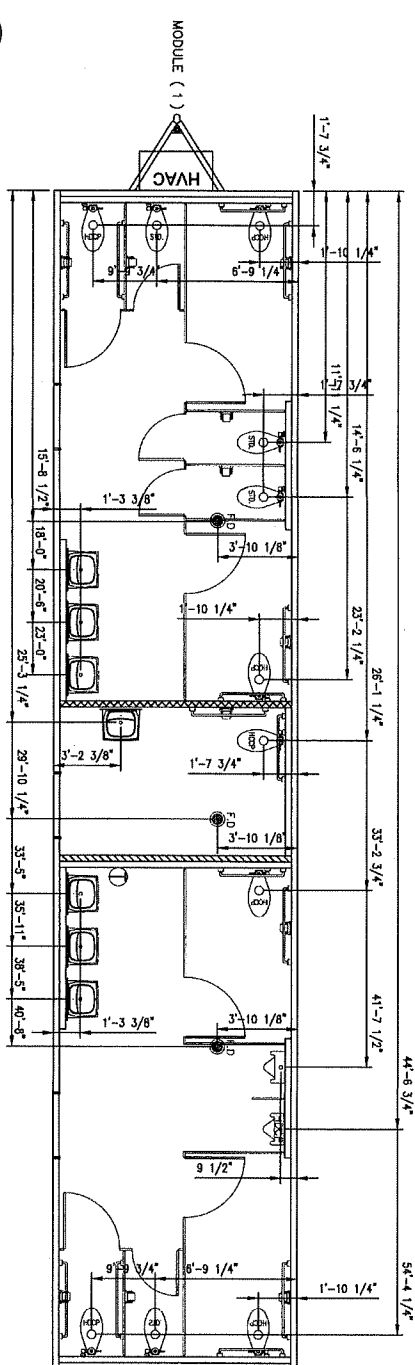
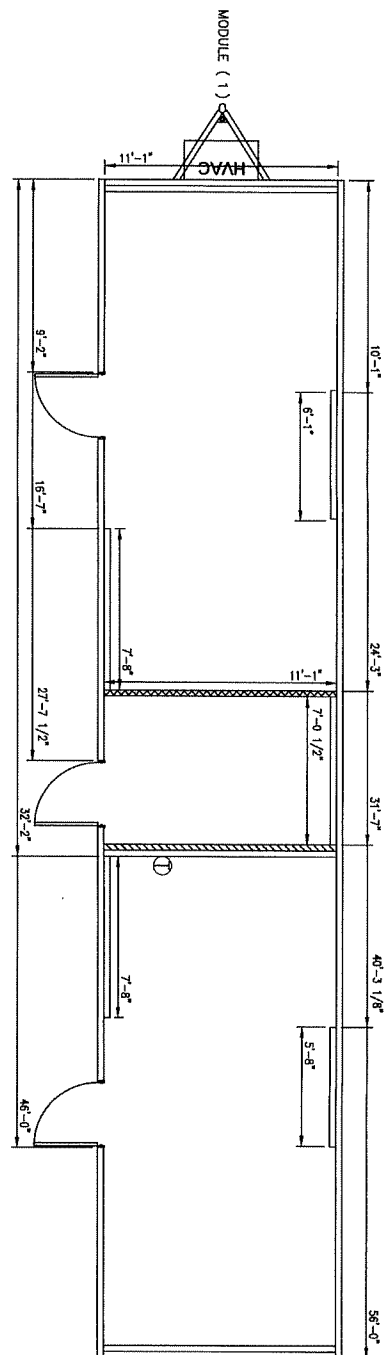
PLOT DATE:  
3/13/2018

REV#/DATE:  
#1 2/19/2018 PR#4

FINAL RELEASE  
MAP 13 2018

R. MARK STEELE, P.E.  
CIVIL ENGINEER  
1125 N. 20TH DR. BLDG. C-208  
PHOENIX, AZ 85028  
(602) 327-4769

SHEET:







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)

June 5, 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: Modular Trailers at Navigation Centers

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. 1000009420 is attached for your reference. Public Works has retained the services of Design Space Modular Buildings, Inc. The cost of the contract is \$ 2,385,442.93.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Nuru", with a long horizontal line extending to the right.

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 JUN -7 PM 1:44  
BY JB

## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 29<sup>th</sup> day of December 20 17 by and between Design Space Modular, Inc. located at 2725 Fitzgerald Drive, Dixon, CA 95620 ("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 29<sup>th</sup> day of December, 20 17, under AWARD OF EMERGENCY CONTRACT ORDER NO. 186876, as more fully appears in the formal record of the DIRECTOR:

**MODULAR TRAILERS AT NAVIGATION CENTERS**  
**(San Francisco Public Works Contract No. 1000009420)**

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 182 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: \$ 2,385,442.93

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: Brent Hoffman  
Design Space Modular Buildings, Inc.  
2725 Fitzgerald Drive  
Dixon, CA 95620  
Email: [brent@designspacemod.com](mailto:brent@designspacemod.com)  
Phone: (707) 480-7777

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.

Principal

BY:

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

ATTACHMENTS:

Attachment A – Project Manual

END OF SECTION

City and County of San Francisco



London Breed, Acting Mayor  
Mohammed Nuru, Director

San Francisco Public Works

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)



Public Works Order No: 186876

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

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).

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

Design Space Modular Buildings, Inc.  
2725 Fitzgerald Drive  
Dixon, CA 95620

is hereby awarded a contract with a not-to-exceed value of **\$2,600,000.00** to design, fabricate, deliver and install modular trailers for the Navigation Centers at Division Circle, 125 Bayshore Blvd and 5th St. & Bryant St.

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



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

\$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:**

G&G Builders, Inc.

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);  
[Lourdes.Garcia@sfdpw.org](mailto:Lourdes.Garcia@sfdpw.org); [Nicolas.King@sfdpw.org](mailto:Nicolas.King@sfdpw.org); [Charles.Higueras@sfdpw.org](mailto:Charles.Higueras@sfdpw.org);  
[Paul.DeFreitas@sfdpw.org](mailto:Paul.DeFreitas@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);

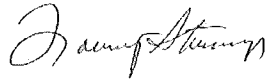
12/29/2017

12/29/2017

**X** Edgar Lopez

---

Lopez, Edgar  
Acting Department Head  
Signed by: Lopez, Edgar

**X** 

---

Nuru, Mohammed  
Mayor's Designee  
Signed by: Stringer, Larry





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

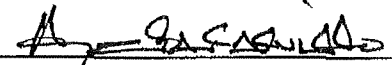
Ayes: 9 - Breed, Farrell, Kim, Peskin, Ronen, Safai, Sheehy, Tang and Yee

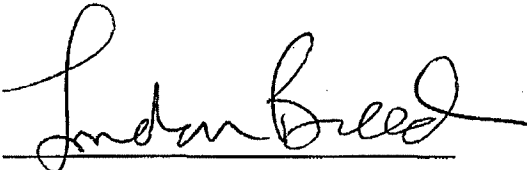
Noes: 1 - Cohen

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

**From:** [Mchugh, Eileen \(BOS\)](#)  
**To:** [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [BOS-Operations](#); [Calvillo, Angela \(BOS\)](#); [Carroll, John \(BOS\)](#); [Gulbengay, Kay \(BOS\)](#); [Jalipa, Brent \(BOS\)](#); [Leger, Cheryl \(BOS\)](#); [Lew, Lisa \(BOS\)](#); [Major, Erica \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [Wong, Jocelyn \(BOS\)](#); [Wong, Linda \(BOS\)](#); [Young, Victor](#)  
**Subject:** Acting-Mayor Notice  
**Date:** Friday, June 08, 2018 10:12:00 AM  
**Attachments:** [Acting-Mayor.pdf](#)

---

Dear Supervisors:

Please find the attached memo from Mayor Mark E. Farrell designating **Supervisor Catherine Stefani** as Acting-Mayor from Saturday, June 8, 2018, at 5:30 p.m. until his return on Monday, June 18, 2018 at 7:50 p.m. In the event that the Mayor is delayed, **Supervisor Stefani** will continue to be Acting- Mayor until his return to California.

Regards,

Eileen McHugh  
Executive Assistant  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102-4689  
Phone: (415) 554-7703 | Fax: (415) 554-5163  
[eileen.e.mchugh@sfgov.org](mailto:eileen.e.mchugh@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK FARRELL  
MAYOR

June 8, 2018

Ms. Angela Calvillo  
San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 JUN -8 AM 9:54  
BY *ev*

Dear Ms. Calvillo,

Pursuant to Charter Section 3.100, I hereby designate Supervisor Catherine Stefani as Acting-Mayor from the time I leave the State of California on Saturday, June 8, 2018, at 5:30 p.m. until I return on Monday, June 18, 2018, at 7:50 p.m.

In the event I am delayed, I designate Supervisor Stefani to continue to be the Acting-Mayor until my return to California.

Sincerely,

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

Mark E. Farrell  
Mayor

cc: Mr. Dennis Herrera, City Attorney



To: Miss./Mrs. BREED, + Mr. City attorney  
 ATTENTION: Dennis H.  
 FROM: Mr. Michael Decarlo Wright  
 DATE: June 8, Year 2018.  
 REASON: OBJECTION TO RANKED CHOICE  
VOTING, IT'S UNCONSTITUTIONAL.

I Mr. Michael Decarlo Wright Being Fully  
 Deposed Says The Following Is Very True  
 and By The Same Response Is  
 Very Correct:

RECEIVED  
 BOARD OF SUPERVISORS  
 SAN FRANCISCO  
 JUN - 8 AM 10

" On the date May 23RD, Year 2017, the  
 MAINE SUPREME COURT Ruled that the  
 RANKED CHOICE VOTING is UNCONSTITU-  
 TIONAL, and as a result this violation  
 is a violation of both STATE + FEDERAL  
 LAW pertaining to the 14TH AMENDMENT,  
 the section that further pertains to DUE  
 PROCESS + EQUAL PROTECTION UNDER THE  
 LAW. More demonstrated as a true and  
 very correct copy of the April 9, 2018  
 'ELECTION LAW SOCIETY' is respectfully  
 attached hereto + called BREED + Mr. Wright's  
 Exhibit #1. Moreover, I Mr. M. D. Wright  
 has further incorporated the HISTORY of the  
 VOTING RIGHTS ACT which further explains  
 the HARDSHIPS + RESULTS + how the already  
 14TH AMENDMENT OPEN THE DOOR TO FAIR  
 VOTING." More demonstrated + respectfully  
 attached hereto + called BREED + Mr. Wright's  
 Exhibit #2. Because of Reasons Thereof + WHEREFORE  
 I Mr. Michael Decarlo Wright IMPEACH the above  
 RANKED CHOICE SYSTEM. Sworn + Subscribed, Mr. M. D. W.



# Maine Supreme Court Declares Ranked Choice Voting Unconstitutional

APRIL 9, 2018 ELECTION LAW SOCIETY COMMENTS OFF ON MAINE SUPREME COURT DECLARES RANKED CHOICE VOTING UNCONSTITUTIONAL

By: Charles Truxillo

On May 23, 2017, the Maine Supreme Court unanimously identified portions of the State's initiative to implement ranked choice voting (Question 5 of the 2016 initiative ballot) as conflicting with the State's Constitution. Although the opinion offers no binding precedent as of yet, the state legislature swiftly moved to implement potential solutions to the impending constitutional concern. After following a party-line vote on October 23, 2017, the legislature's responding bill ordered the repeal of Question 5 if the Constitution fails to be properly amended by December of 2021.

As stated by the text of Question 5, ranked choice voting involves requiring voters to list their candidates in order of support and preference. The candidate that manages to get the majority of "first choice" votes wins the nomination. If no candidate receives the majority of first choices, then the candidate with the least amount of first choice votes is eliminated and the votes are recounted with

BREED + Mr. Wright's  
Exhibit  
#1.



every candidate ranking lower than that candidate being shifted up. This process continues until one candidate claims 50% plus one of all first choice votes.

The ranked choice voting system receives much of its support on the grounds that these votes are more reflective of the will of the people. Instead of forcing the voter to settle on one candidate who may not reflect his/ her general interests, ranked choice voting allows voters to follow through and vote more heavily on issues. If a voter feels strongly about a topic, then the voter can rank the candidate based on how the voter perceives the candidate's ability to act on that issue. This, in turn, motivates candidates to appeal more to the desired issues at large rather than just appealing to a core party base. The hope is that by shifting the focus from the party to the issues, elections become less partisan and more democratic, at least when compared to the choice between two individual systems.

The ranked system is more complex than the traditional one vote system. An opponent of ranked choice fears that since the ranked choice is so novel and confusing, the average voter might be discouraged from participating in the process. This could lead to even lower turnout rates experienced by the current one vote system. Another concern is that ranked choice requires significantly more input by administrators who would have to count the votes multiple times. If the ranked choice system is implemented, either the elections would be opened up to much more discrepancies and errors, or the communities would have to buy all new software to handle these extra steps. Either scenario

introduces a burden on the state that would be significantly smaller if the state just stuck with its traditional voting system.

The Supreme Court of Maine's major contention is that ranked choice voting facially violates the plurality requirement of Maine's Constitution. Under the current system, candidates only require a plurality of the votes to win the election, meaning that in cases of three or more candidates, no candidate need get 50% plus one of the vote. The ranked choice system, on the other hand, outright ignores this standard, opting to simply remove the weakest candidate from the ballot until a clear majority is won. It is this recounting that is at issue here as it can potentially open the door for someone to win the initial plurality of votes but lose the election, thus violating the plurality requirement of the Maine Constitution. As seen in figure 1, Candidate A would have won the election under the plurality requirement, but because ranked-choice requires a majority and drops the least preferred candidate until a majority is met, candidate B would be the winner. The court sees this as a clear violation of the Constitution and would leave the state vulnerable to lawsuits that could severely undermine the integrity of Maine's electoral system.



The Voting Rights Act of 1965 was passed in response to Jim Crow laws and other restrictions of minorities' voting rights at the time, primarily in the Deep South. The Act has undergone several changes and additions since its passage, but the U.S. Supreme Court found a key provision of the Act unconstitutional in 2013.

### The 1965 Enactment

By 1965, civil rights activists had been working for years to obtain voting rights for all Americans, but had only achieved minimal success. However, the murder of activists in Mississippi and Philadelphia, as well as numerous other acts of violence and terrorism, captured national attention and propelled the movement forward.

On March 7, 1965, in an event that came to be known as "Bloody Sunday," state troopers descended on peaceful protestors in an unprovoked attack on the Edmund Pettus Bridge in Selma, Alabama where protestors were en route to the state capital in Montgomery. In response to this event and other acts of violence, President Johnson called for effective voting rights legislation. Subsequently, hearings began on the bill that would become the Voting Rights Act.

The hearings showed that the Justice Department's efforts to eliminate discriminatory election practices by litigation on a case-

BREED +

Mr. Wright's  
Exhibit  
# 2.

by-case basis had been unsuccessful in opening up the registration process.

The VRA was enacted on August 6, 1965. Section 2 of the Act applied a nationwide prohibition on literacy tests. The Act also contained special provisions targeted at those areas of the country with histories of racial discrimination.

Under Section 5, jurisdictions covered by these special provisions could not make any voting rights law changes without preclearance from the federal government. In addition, the Attorney General could designate a county covered by these special provisions for the appointment of a federal examiner to review the qualifications of persons who wanted to register to vote. Further, in those counties where a federal examiner was serving, the Attorney General could request that federal observers monitor activities within the county's polling place.

The Voting Rights Act did not include a provision prohibiting poll taxes, but had directed the Attorney General to challenge its use.

In *Harper v. Virginia State Board of Elections*, 383 U.S. 663 (1966), the Supreme Court held Virginia's poll tax to be unconstitutional under the 14th Amendment. Between 1965 and 1969 the Supreme Court also issued several key decisions upholding the constitutionality of Section 5 and affirming the broad range of voting practices that required Section 5 review.



## The 1970 and 1975 Amendments

Congress extended Section 5 for five years in 1970 and for seven years in 1975. With these extensions, Congress validated the Supreme Court's broad interpretation of the scope of Section 5. During the hearings Congress heard extensive testimony concerning gerrymandering, annexations, adoption of at-large elections, and other structural changes to prevent newly-registered black voters from effectively using the ballot. Congress also heard extensive testimony about voting discrimination that had been suffered by Hispanic, Asian and Native American citizens, and the 1975 amendments added protections from voting discrimination for language minority citizens.

In 1973, the Supreme Court held certain legislative multi-member districts unconstitutional under the 14th Amendment on the ground that they systematically diluted the voting strength of minority citizens in Bexar County, Texas. This decision in *White v. Regester*, 412 U.S. 755 (1973), strongly shaped litigation through the 1970s against at-large systems and gerrymandered redistricting plans. In *Mobile v. Bolden*, 446 U.S. 55 (1980), however, the Supreme Court required that any constitutional claim of minority vote dilution must include proof of a racially

discriminatory purpose, a requirement that was widely seen as making such claims far more difficult to prove.

### The 1982 Amendments

Congress renewed in 1982 the special provisions of the Act, triggered by coverage under Section 4 for twenty-five years. Congress also adopted a new standard, which went into effect in 1985, providing how jurisdictions could terminate (or "bail out" from) coverage under the provisions of Section 4. Furthermore, after extensive hearings, Congress amended Section 2 to provide that a plaintiff could establish a violation of the Section without having to prove discriminatory purpose.

### The 2013 Supreme Court Ruling

In a 5-4 split, the U.S. Supreme Court ruled that the Voting Rights Act had achieved its main purpose (*Shelby County v. Holder*). Specifically, the Court overturned Section 4 of the Act, which laid out the formula for determining which states had to seek approval prior to enacting new voting laws. While Section 5 specifically addresses this requirement, the ruling on Section 4 renders Section 5 ineffective. Critics of the ruling, including Justice Ginsburg, argue that attempts to restrict minority voting in many

southern states is still rampant, citing efforts in many states to redraw district maps in order to minimize the will of minorities. Justices in the majority, however, claim that the special requirements for certain states are based on information from the 1960s. Therefore, the Court left the door open for Congress to update the Act by coming up with a new formula that complies with the 2013 ruling.

### Defend Your Voting Rights

Although the Voting Rights Act has evolved, it is still a pivotal source for protecting our right to vote. Have your voting rights been threatened by voter dilution or inaccessibility? Defend your rights by talking to a civil rights attorney. Check the Findlaw directory for an attorney in your area.





**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS Legislation, \(BOS\)](#); [Somera, Alisa \(BOS\)](#)  
**Subject:** FW: Appeal to Board of Supervisors for the Central SoMa Plan (SCH NO. 2013042070)  
**Date:** Friday, June 08, 2018 3:33:00 PM  
**Attachments:** [2018.06.08.BOS Appeal Central SOMA 2.pdf](#)

---

**From:** Toyer Gear [mailto:toyer@lozeaudrury.com]  
**Sent:** Friday, June 08, 2018 2:32 PM  
**To:** Gibson, Lisa (CPC) <lisa.gibson@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Cc:** Richard Drury <richard@lozeaudrury.com>  
**Subject:** Appeal to Board of Supervisors for the Central SoMa Plan (SCH NO. 2013042070)

Honorable Members of the Board of Supervisors, Ms. Gibson and Clerk of the Board,

Attached please find Central SoMa Neighbors (CSN) and SFBlu, appeal to the May 10, 2018 Decisions of the San Francisco Planning Commission approving the Central SoMa Plan and the Environmental Impact Report for the Central SoMa Plan (SCH NO. 2013042070).

Please note a hard copy will follow by hand delivery. If you have any questions, please feel free to contact Richard Drury directly.

Sincerely,  
[Toyer Gear](#)  
[Office Manager / Paralegal](#)  
[Lozeau Drury, LLP](#)  
[410 12th Street # 250](#)  
[Oakland, CA 94607](#)  
[email: \[toyer@lozeaudrury.com\]\(mailto:toyer@lozeaudrury.com\)](#)  
[phone: 510-836-4200](#)  
[fax: 510-836-4205](#)



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Oakland, Ca 94607

[www.lozeaudrury.com](http://www.lozeaudrury.com)  
[richard@lozeaudrury.com](mailto:richard@lozeaudrury.com)

By Email and Hand Delivery

June 8, 2018

San Francisco Board of Supervisors  
Clerk of the San Francisco Board of Supervisors  
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)

Lisa M. Gibson, Environmental Review Officer  
1650 Mission Street, Suite 400  
San Francisco, CA 94103  
[lisa.gibson@sfgov.org](mailto:lisa.gibson@sfgov.org)  
(By Email only)

RE: Appeal to Board of Supervisors of May 10, 2018 Decisions of the Planning Commission approving Central SoMa Plan and Environmental Impact Report for Central SoMa Plan (SCH NO. 2013042070)

Honorable Members of the Board of Supervisors and Clerk of the Board:

Pursuant to San Francisco Administrative Code section 31.16(c), Central SoMa Neighbors (CSN) and SFBlu, hereby appeal the May 10, 2018 Decisions of the San Francisco Planning Commission approving the Central SoMa Plan and the Environmental Impact Report for the Central SoMa Plan (SCH NO. 2013042070). The specific actions appealed are: Motion No. 20182, and Resolutions Nos. 20183, 20184, 20185, 20186, 20187, and 20188 (attached hereto as Exhibit A, pursuant to SF Admin. Code section 31.16(b)(1).)

The specific reasons for the appeal are that the EIR for the Central SoMa Project (SCH No. 2013042070), does not comply with CEQA, including that it is not adequate, accurate and objective, is not sufficient as an informational document, that its conclusions are incorrect and it does not reflect the independent judgment and analysis of the City, and that the Planning Commission certification findings are incorrect. The reasons for this appeal are set forth more fully in the written comment letters attached hereto as Exhibits B and C.

We submit herewith the appeal fee required by San Francisco Admin. Code section 31.16(b)(1). This appeal is being simultaneously filed with the San Francisco Environmental Review Officer by electronic mail, as allowed by San Francisco Admin. Code section 31.16(b)(1).

Central SoMa Neighbors (CSN) is a community organization composed of residents of the Central SoMa neighborhood. CSN is dedicated to preserving and enhancing the unique character of Central SoMa. CSN seeks to: 1. Help preserve and enhance the character of Central SoMa with its diversity of buildings and architecture; 2. Work towards making Central SoMa a more livable, mixed-use and pedestrian-friendly neighborhood; 3. Advocate for livability - residents need access to light, air, parks, and public open spaces; 4. Ensure the area is affordable and accessible, with the right balance of housing, office space and retail.

SFBlu is a homeowners association whose residents live at 631 Folsom Street. As longtime residents of Central SoMa, the Neighbors are committed to ensuring a safe, livable, family-friendly neighborhood. SFBlu is very much in favor of development and planning for sustainable growth that preserves the character of what this neighborhood is becoming --- a mixed use residential neighborhood where businesses of varied sizes and types can thrive; where people have the opportunity to live in an environmentally sustainable manner; and where the unique existing historic architectural resources are retained and renewed. To accomplish its full potential the neighborhood requires more development, which if properly overseen is something SFBlu welcomes. However, the type of development outlined in the current Plan is quite likely to retard the current transformation of this neighborhood. Rather than developing into high density residential and mixed use neighborhood stretching from Mission Bay to downtown, the current plan proposes to cut the Central SoMa neighborhood off from the neighborhoods to the south and essentially isolate it.

The Central SoMa Plan essentially creates a second Financial District South of Market, creating 63,600 new jobs, but only 14,500 new housing units. (DEIR, pp. IV-6, IV-5)<sup>1</sup>. In other words, the Plan creates 50,000 more jobs than housing units (more than four times more jobs than housing). This only exacerbates the City's jobs-housing imbalance, which will result in even greater demand for limited housing, higher housing prices, more displacement, and more gentrification. Clearly, the City should go back to the drawing board.

---

<sup>1</sup> The Planning Commission Staff Report for the May 10, 2018 meeting states that the Plan will create 33,000 jobs and 8,300 housing units (Staff Rept., p. 3), but this statement is inconsistent with the EIR. Even if correct, the Plan clearly four times more jobs than housing, thereby creating the roughly same jobs-housing imbalance.

The Mid-Rise (Reduced Height) Alternative is superior to the High-Rise Alternative in almost every respect. It will create a family-friendly environment with access to light and air. It will create less traffic congestion, and therefore less air pollution and related health effects, and less traffic-related pedestrian injuries. It will allow tall buildings, but clustered near BART on the north side and CalTrain on the south side of the neighborhood, thereby encouraging use of public transportation. The Mid-Rise Alternative would also have reduced greenhouse gas (GHG) impacts since recent research shows that mid-rise buildings are generally more energy efficient than high-rise. By contrast, the High-Rise alternative includes extremely tall buildings (350 feet) on Harrison Street, between Second and Third Streets, which is not close to the CalTrain or BART stations, but is close to the Bay Bridge freeway ramps – thereby encouraging automobile commuting rather than public transit. This contradicts the Plan itself, which “would seek to retain the character of the mid-rise district, limiting the presence of high-rises to areas near transit stations.” (DEIR, p. IV.B-34).

The Mid-Rise Alternative allows for almost as much growth as the High-Rise Alternative. The Initial Study for the Central SoMa Plan (p. 81) shows that the Mid-Rise Alternative is projected to add 52,300 new jobs by 2040, while the High-Rise option is projected to add 56,400 new jobs. The difference in the additional population increments is even smaller, 22,700 versus 23,400 (a 3% difference). Although the DEIR presents slightly different projections, there is still only about a 12-14% difference between the Reduced Height Alternative and the Plan (population growth of 21,900 versus 25,500; job growth of 55,800 versus 63,600). (DEIR p. VI-2, VI-16, IV-6). Thus, the Mid-Rise Alternative would achieve about 90% of the jobs and housing growth, while maintaining the character of Central SoMa as a mid-rise community with access to light and air, avoiding wind-tunnels, and promoting a more family-friendly environment.

Indeed, in 2013 when the Plan was known as the Central Corridor Plan, City Planning staff articulated all of the right reasons for supporting the Mid-Rise Alternative. The Central Corridor Plan stated:

Urban design experience shows that people feel most comfortable on urban streets where the height of buildings is between  $\frac{3}{4}$  and  $1\frac{1}{4}$  times the width of the street, creating an “urban room” that has a pleasing, but not overwhelming, sense of enclosure and intimacy. The Plan proposes that the base height limits along all major streets in the Plan area should be 85 feet, lowering to 65 feet toward the western edge of the Plan area and in historic areas, such as the South End and near South Park. While in some areas the Plan proposes to allow buildings to rise above the 85-foot base height (generally to 130 feet), these upper stories would be required to set back by at least 15 feet in order to maintain the perception of the lower streetwall.... This scale is also consistent with both the traditional form and character of SoMa’s significant commercial and industrial buildings as well as aligning with the desire for larger floorplate, open

floorplan, mid-rise buildings most desired by contemporary new economy companies.<sup>2</sup>

PRINCIPLE 2: The predominant character of SoMa as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk.

The South of Market sits at a critical location in the city's landscape. SoMa is a large expanse of flat land at the center of the east side of the City, sitting as an important balance and counterpoint to the dramatic hills that surround it, including the man-made "hill" of the downtown high-rise district, creating a dramatic amphitheater.

With relatively low buildings in comparison to the hills and high-rises around it, the South of Market allows expansive and cherished views to extend across it to and from the surrounding hills, districts and the major features of the region beyond. In order to preserve this essential characteristic and preserve views across the area, height limits taller than 130 feet are generally kept to the southern portion of the Plan Area (Brannan Street southward), limited in distribution and widely spaced. It is important to note that mid-rise buildings are not necessarily synchronous with low densities... Because the number of potential buildings taller than 130 feet is limited to strategic locations adjacent to transit stations and their locations generously spaced, these buildings will be prominent from all directions and serve as local landmarks.<sup>3</sup>

The Neighbors agree entirely with the opinions set forth by City Planning Staff in 2013 in the Central Corridor Plan. **"The predominant character of SoMa as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk."** The Mid-Rise Alternative creates an urban neighborhood "that has a pleasing, but not overwhelming sense of enclosure and intimacy." The Mid-Rise Alternative achieves almost all of the housing and job growth, while maintaining a family-friendly, livable neighborhood. We urge the Board of Supervisors to direct staff to revise the DEIR to select the Mid-Rise (Reduced Height Alternative) as the environmentally preferred alternative, consistent with the staff opinions set forth in the Central Corridor Plan only three short years ago.

In the alternative, the Neighbors request that the City consider an alternative that would modify the proposed Plan to eliminate the proposed changes that would allow extremely tall buildings in the block bounded by I-80 and Folsom and Second and Third Streets (including the tallest buildings on Harrison that go up to 350 feet). These buildings are inconsistent with the Plan's own goals to limit taller buildings to areas near

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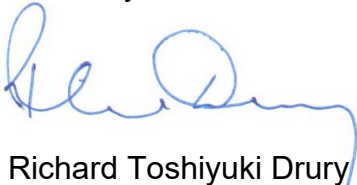
<sup>2</sup> Central Corridor Plan, p. 30.

<sup>3</sup> Id. p. 32.

BART and CalTrain. These properties are close to neither BART nor CalTrain, but are at the foot of the Bay Bridge access ramps. Development would therefore encourage automobile usage, not public transit, violating the fundamental Project goals. These properties should be limited to no more than 130 feet, which would still allow for substantial development on the properties, but maintain the mid-rise character of the neighborhood.

After reviewing the EIR, together with our team of expert consultants, it is evident that the document contains numerous errors and omissions that preclude accurate analysis of the Project. As a result of these inadequacies, the EIR fails as an informational document and fails to impose feasible mitigation measures to reduce the Project's impacts. The Neighbors request the City address these shortcomings in a revised draft environmental impact report ("RDEIR") and recirculate the RDEIR prior to considering approval of the Project.

Sincerely,



Richard Toshiryuki Drury  
LOZEAU | DRURY LLP  
Counsel for Central SoMa Neighbors and SFBlu

# EXHIBIT A



# SAN FRANCISCO PLANNING DEPARTMENT

## Planning Commission Motion No. 20182

HEARING DATE: MAY 10, 2018

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*Case No.:* **2011.1356E**  
*Project Address:* Central SoMa Plan  
*Zoning:* Various  
*Block/Lot:* Various  
*Project Sponsor:* San Francisco Planning Department  
Steve Wertheim– (415) 558-6612  
[steve.wertheim@sfgov.org](mailto:steve.wertheim@sfgov.org)  
*Staff Contact:* Elizabeth White– (415) 575-6813  
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### ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED CENTRAL SOMA PLAN.

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the final Environmental Impact Report identified as Case No. 2011.1356E, the "Central SoMa Plan" (hereinafter "Project"), based upon the following findings:

1. The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, section 15000 *et seq.*, hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").
  - A. The Department determined that an Environmental Impact Report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on April 24, 2013.
  - B. The Department held a public scoping meeting on May 15, 2013 in order to solicit public comment on the scope of the Project's environmental review.
  - C. On December 14, 2016, the Department published the Draft Environmental Impact Report (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice.
  - D. On December 14, 2016, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, and to government agencies, the latter both directly and through the State Clearinghouse.



- E. Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on December 14, 2016.
2. The Commission held a duly advertised public hearing on said DEIR on January 26, 2017 at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended on February 13, 2017.
  3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 60-day public review period, prepared revisions to the text of the DEIR in responses to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in the Responses to Comments document, published on March 28, 2018, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.
  4. A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the Responses to Comments document all as required by law.
  5. Project EIR files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.
  6. On May 10, 2018, the Commission reviewed and considered the information contained in the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.
  7. The project sponsor has indicated that the presently preferred alternative is the Central SoMa Plan.
  8. The Planning Commission hereby does find that the FEIR concerning File No. 2011.1356E: Central SoMa Plan reflects the independent judgement and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Responses to Comments document and the errata dated April 5, 2018 and May 9, 2018 contains no significant revisions to the DEIR that would require recirculation of the document pursuant to CEQA Guideline section 15088.5, and hereby does CERTIFY THE COMPLETION of said FEIR in compliance with CEQA, the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code.
  9. The Commission, in certifying the completion of said FEIR, hereby does find that the project described in the Environmental Impact Report:
    - A. Will result in the following significant and unavoidable project-specific environmental impacts, which cannot be mitigated to a level of insignificance:

- a. Central SoMa Plan development, including proposed open space improvements and street network changes, would conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating and environmental effect. Specifically, the Plan could result in traffic noise along Howard Street (under the two-way option for Howard and Folsom streets) that exceeds the noise standards in the General Plan's Environmental Protection Element.
- b. Central SoMa Plan development would result in the demolition or substantial alteration of individually identified historic architectural resources and/or contributors to a historic district or conservation district, including as-yet unidentified resources, a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines section 15064.5.
- c. Central SoMa Plan development, including the proposed open space improvements and street network changes, would result in a substantial increase in transit demand that would not be accommodated by local transit capacity, and would cause a substantial increase in delays resulting in adverse impacts on local and regional transit routes.
- d. Central SoMa Plan development, including the proposed open space improvements and street network changes, would result in crosswalk overcrowding at the following intersections:
  - i. Third/Mission
  - ii. Fourth/Mission
  - iii. Fourth/Townsend
- e. Central SoMa Plan development would result in an increased demand for on-street commercial and passenger loading and a reduction in on-street loading supply such that the loading demand during the peak hour of loading activities would not be accommodated within on-street loading supply, would impact existing passenger loading/unloading zones, and may create hazardous conditions or significant delay that may affect transit, other vehicles, bicycles, or pedestrians.
- f. Construction activities associated with Central SoMa Plan development, including the proposed open space improvements and street network changes, would result in substantial interference with pedestrian, bicycle, or vehicle circulation and accessibility to adjoining areas, and would result in potentially hazardous conditions.
- g. Central SoMa Plan development, including the proposed street network changes, would generate noise that would result in exposure of persons to noise levels in excess of standards in the *San Francisco General Plan* or Noise Ordinance (Article 29 of the *Police Code*), and would result in a substantial permanent increase in ambient noise above existing levels.

- h. Central SoMa Plan development, including the proposed street network changes and open space improvements, would result in construction activities in the Plan Area that could expose persons to substantial temporary or periodic increase in noise levels substantially in excess of ambient levels.
  - i. The operation of subsequent individual development projects in the Central SoMa Plan Area and the proposed street network changes (but not the proposed open space improvements) would violate an air quality standard, contribute to an existing or projected air quality violation, and/or result in a cumulatively considerable net increase of criteria pollutants for which the project region is in nonattainment under an applicable federal or state ambient air quality standard.
  - j. Central SoMa Plan development, including the proposed street network changes, would result in operational emissions of fine particulate matter (PM<sub>2.5</sub>) and toxic air contaminants that would result in exposure of sensitive receptors to substantial pollutant concentrations.
  - k. Subsequent future development under the Plan could alter wind in a manner that substantially affects public areas.
- B. Will contribute considerably to the following cumulative environmental impacts, which cannot be mitigated to a level of insignificance:
- a. Central SoMa Plan development, including the proposed open space improvements and street network changes, would contribute considerably to significant cumulative land use impact. Specifically, one-way and two-way options for Folsom and Howard Streets could make a considerable contribution to cumulative traffic noise levels, which would exceed the noise standards in the General Plan's Environmental Protection Element.
  - b. Central SoMa Plan development would contribute considerably to significant cumulative historical resources impacts because the Plan could result in demolition and/or alteration of historical resources.
  - c. Central SoMa Plan development, including the proposed open space improvements and street network changes, would contribute considerably to significant cumulative transit impacts on local and regional transit providers.
  - d. Central SoMa Plan development, including the proposed open space improvements and street network changes, would contribute considerably to significant cumulative pedestrian impacts.
  - e. Central SoMa Plan development, including the proposed open space improvements and street network changes, would contribute considerably to significant cumulative loading impacts.

- f. Central SoMa development, including the proposed street network changes and open space improvements, would result in cumulative noise impacts.
- g. Central SoMa development, including the proposed street network changes, but not open space improvements, would contribute considerably to criteria air pollutant impacts under cumulative 2040 conditions.
- h. Central SoMa Plan development, including the proposed street network changes but not open space improvements, would result in exposure of sensitive receptors to substantial levels of fine particulate matter (PM<sub>2.5</sub>) and toxic air contaminants under 2040 cumulative conditions.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of May 10, 2018.



Jonas P. Iorin  
Commission Secretary

AYES: Moore, Koppel, Johnson, Richards, Hillis, Melgar, and Fong  
NOES: None  
ABSENT: None  
ADOPTED: May 10, 2018





# SAN FRANCISCO PLANNING DEPARTMENT

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## Planning Commission Resolution No. 20183 HEARING DATE MAY 10, 2018

*Project Name:* Central SoMa Plan – CEQA Findings  
*Record No.:* 2011.1356EMTZU  
*Staff Contact:* Steve Wertheim, Principal Planner, Citywide Planning  
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ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING FINDINGS OF FACT, FINDINGS REGARDING SIGNIFICANT IMPACTS AND SIGNIFICANT AND UNAVOIDABLE IMPACTS, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND A STATEMENT OF OVERRIDING CONSIDERATIONS RELATED TO APPROVALS FOR THE CENTRAL SOUTH OF MARKET AREA PLAN ("CENTRAL SOMA PLAN").

### PREAMBLE

The San Francisco Planning Department, the Lead Agency responsible for the implementation of the California Environmental Quality Act ("CEQA"), has undertaken a planning and environmental review process for the proposed Central SoMa Plan and related approval actions ("Project") and provided appropriate public hearings before the Planning Commission.

The desire for a Central SoMa Plan began during the Eastern Neighborhoods planning process. In 2008 the City adopted the Eastern Neighborhoods Plan, including new land use controls and proposed community improvements for the eastern part of the South of Market neighborhood (SoMa), as well as the Central Waterfront, Mission, and Showplace Square/Potrero Hill neighborhoods. At that time, the City determined that the development potential of the industrially zoned part of East SoMa, coupled with the improved transit to be provided by the Central Subway, necessitated a subsequent, focused planning process that took into account the city's growth needs and City and regional environmental goals. The Central SoMa Plan is the result of that subsequent process.

The Western SoMa Area Plan, adopted in 2013, also explicitly recognized the need to increase development capacity near transit in Objective 1.5, which states that the City should "Support continued evaluation of land uses near major transit infrastructure in recognition of citywide and regional sustainable growth needs." The explanatory text in Objective 1.5 concludes that "The City must continue evaluating how it can best meet citywide and regional objectives to direct growth to transit-oriented locations and whether current controls are meeting identified needs."

The Objective's implementing Policy 1.5.1 states that the City should "Continue to explore and re-examine land use controls east of 6th Street, including as part of any future evaluation along the 4th Street corridor." The Central SoMa Plan is intended to fulfill the Western SoMa Plan's Objective 1.5 and Policy 1.5.1.

The process of creating the Central SoMa Plan began in 2011. Throughout the process, the Central SoMa Plan has been developed based on robust public input, including ten public open houses; ten public hearings at the Planning Commission; two public hearings at the Board of Supervisor's Land Use & Transportation Committee; additional hearings at the Historic Preservation Commission, Arts Commission, and Youth Commission; a "technical advisory committee" consisting of multiple City and regional agencies; a "storefront charrette" (during which the Planning Department set up shop in a retail space in the neighborhood to solicit community input on the formulation of the plan); two walking tours, led by community members; two community surveys; an online discussion board; meetings with over 30 neighborhoods groups and other community stakeholders; and thousands of individual meetings, phone calls, and emails with stakeholders.

The Central SoMa Plan Area runs from 2nd Street to 6th Street, Market Street to Townsend Street, exclusive of those areas that are part of the Downtown Plan that comprise much of the area north of Folsom Street. The vision of the Central SoMa Plan is to create a sustainable neighborhood by 2040, where the needs of the present are met without compromising the ability of future generations to meet their own needs. The Central SoMa Plan seeks to achieve sustainability in each of its aspects – social, economic, and environmental. The Plan's philosophy is to keep what is already successful about the neighborhood, and improve what is not. Utilizing the Plan's philosophy to achieve the Plan's vision will require implementing the following three strategies:

- Accommodate growth;
- Provide public benefits; and
- Respect and enhance neighborhood character.

Implementing the Plan's strategies will require addressing all the facets of a sustainable neighborhood. To do so, the Plan seeks to achieve eight Goals:

1. Accommodate a Substantial Amount of Jobs and Housing
2. Maintain the Diversity of Residents
3. Facilitate an Economically Diversified and Lively Jobs Center
4. Provide Safe and Convenient Transportation that Prioritizes Walking, Bicycling, and Transit
5. Offer an Abundance of Parks and Recreational Opportunities
6. Create an Environmentally Sustainable and Resilient Neighborhood
7. Preserve and Celebrate the Neighborhood's Cultural Heritage
8. Ensure that New Buildings Enhance the Character of the Neighborhood and the City.

The Plan would implement its vision, philosophy, and goals by:

- Accommodating development capacity for up to 33,000 jobs and 8,300 housing units by removing much of the area's industrially-protective zoning and increasing height limits on many of the area's parcels;
- Maintaining the diversity of residents by requiring that over 33% of new housing units are affordable to low- and moderate-income households and requiring that these new units are built in SoMa;
- Facilitating an economically diversified and lively jobs center by requiring most large sites to be jobs-oriented, by requiring production, distribution, and repair uses in many projects, and by allowing retail, hotels, and entertainment uses in much of the Plan Area;
- Providing safe and convenient transportation by funding capital projects that would improve conditions for people walking, bicycling, and taking transit;
- Offering an abundance of parks and recreational opportunities by funding the construction and improvement of parks and recreation centers in the area and requiring large non-residential projects to provide publicly-accessible open space;
- Creating an environmentally sustainable and resilient neighborhood by requiring green roofs and use of non-greenhouse gas energy sources, while funding projects to improve air quality, provide biodiversity, and help manage stormwater;
- Preserving and celebrating the neighborhood's cultural heritage by helping fund the rehabilitation and maintenance of historic buildings and funding social programs for the neighborhood's existing residents and organizations; and
- Ensuring that new buildings enhance the character of the neighborhood and the city by implementing design controls that would generally help protect the neighborhood's mid-rise character and street fabric, create a strong street wall, and facilitate innovative yet contextual architecture.

These core policies and supporting discussion have been incorporated into the Central SoMa Plan, which is proposed to be added as an Area Plan in the General Plan. The Central SoMa Plan and conforming amendments to the General Plan, together with proposed Planning Code, Administrative Code, and Zoning Map Amendments and an Implementation Document, provide a comprehensive set of policies and implementation programming to realize the vision of the Plan. The Implementation Document describes how the Plan's policies will be implemented, outlines public improvements, funding mechanisms, and interagency coordination that the City must pursue to implement the Plan, and provides controls for key development sites and key streets and design guidance for new development.

Since the Central SoMa Plan process began in 2011, the Planning Department has undertaken the environmental review process required by CEQA. Pursuant to and in accordance with the requirements of Section 21083.9 of the Public Resources Code and Section 15082 of the CEQA Guidelines, the Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on April 24, 2013, which notice solicited comments regarding the scope of the environmental impact report ("EIR") for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential



impacts of the proposed project. The Department held a public scoping meeting on May 15, 2013 at The Mendelson House, located at 737 Folsom Street, San Francisco, CA 94107.

During the approximately 30-day public scoping period that ended on May 24, 2013, the Department accepted comments from agencies and interested parties that identified environmental issues that should be addressed in the EIR. Comments received during the scoping process were considered in preparation of the Draft EIR.

Pursuant to Section 15063 of the CEQA Guidelines, the Department published an Initial Study on February 12, 2014 in order to focus the scope of the EIR. The Department made the Initial Study available for a 30-day public review period beginning on February 12, 2014 and ending on March 14, 2014. The Department considered the comments received on the Initial Study when preparing the Draft EIR.

The Department prepared the Draft EIR, which describes the Draft EIR Project and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates alternatives to the Draft EIR Project. The Draft EIR assesses the potential construction and operational impacts of the Draft EIR Project on the environment, and the potential cumulative impacts associated with the Draft EIR Project in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the Draft EIR utilizes significance criteria that are based on the guidance prepared by Department's Environmental Planning Division regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Department published a Draft EIR on December 14, 2016, and circulated the Draft EIR to local, state, and federal agencies and to interested organizations and individuals for public review. On December 14, 2016, the Department also distributed notices of availability of the Draft EIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the project area. The Commission held a public hearing on January 26, 2017, to solicit testimony on the Draft EIR during the public review period. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Department also received written comments on the Draft EIR, which were sent through mail, fax, hand delivery, or email. The Department accepted public comment on the Draft EIR until February 13, 2017.

The Department then prepared the Comments and Responses to Comments on Draft EIR document ("RTC"). The RTC document was published on March 28, 2018, and includes copies of all of the comments received on the Draft EIR and written responses to each comment. In addition to describing and analyzing the physical, environmental impacts of the revisions to the Project, the RTC document provided additional, updated information, clarification, and modifications on issues raised by commenters, as well as Planning Department staff-initiated text changes to the Draft EIR.



The Final Environmental Impact Report ("Final EIR"), which includes the Draft EIR, the RTC document, the errata dated May 3, 2018, the Appendices to the Draft EIR and RTC document, and all of the supporting information, has been reviewed and considered. The RTC documents and appendices and all supporting information do not add significant new information to the Draft EIR that would individually or collectively constitute significant new information within the meaning of Public Resources Code Section 21092.1 or CEQA Guidelines Section 15088.5 so as to require recirculation of the Final EIR (or any portion thereof) under CEQA. The RTC documents and appendices and all supporting information contain no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the project sponsor, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

On May 10, 2018, by Motion No. 20182, the Commission reviewed and considered the Final EIR for the Project and found the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed complied with CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

On May 10, 2018, by Motion No. 20182, the Commission found that the Final EIR was adequate, accurate, and objective, that it reflected the independent analysis and judgment of the Department and the Planning Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the completion of the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines, and Chapter 31.

The Planning Department prepared proposed Findings, as required by CEQA, regarding the alternatives, mitigation measures, and significant impacts analyzed in the Final EIR, and overriding considerations for approving the Project and a proposed mitigation monitoring and reporting program ("MMRP"), attached as Exhibit B, which material was made available to the public and this Planning Commission for the Planning Commission's review, consideration, and actions.

The Commission, in certifying the Final EIR, found that the Project described in the Final EIR:

- A. Will result in the following significant and unavoidable project-specific environmental impacts, which cannot be mitigated to a level of insignificance:
  - a. Central SoMa Plan development, including proposed open space improvements and street network changes, would conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating and environmental effect. Specifically, the Plan could result in traffic noise along Howard Street (under the two-way option

for Howard and Folsom streets) that exceeds the noise standards in the General Plan's Environmental Protection Element.

- b. Central SoMa Plan development would result in the demolition or substantial alteration of individually identified historic architectural resources and/or contributors to a historic district or conservation district located in the Plan area, including as-yet unidentified resources, a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines section 15064.5.
- c. Central SoMa Plan development, including the proposed open space improvements and street network changes, would result in a substantial increase in transit demand that would not be accommodated by local transit capacity, and would cause a substantial increase in delays resulting in adverse impacts on local and regional transit routes.
- d. Central SoMa Plan development, including the proposed open space improvements and street network changes, would result in crosswalk overcrowding at the following intersections:
  - i. Third/Mission
  - ii. Fourth/Mission
  - iii. Fourth/Townsend
- e. Central SoMa Plan development would result in an increased demand for on-street commercial and passenger loading and a reduction in on-street loading supply such that the loading demand during the peak hour of loading activities would not be accommodated within on-street loading supply, would impact existing passenger loading/unloading zones, and may create hazardous conditions or significant delay that may affect transit, other vehicles, bicycles, or pedestrians.
- f. Construction activities associated with Central SoMa Plan development, including the proposed open space improvements and street network changes, would result in substantial interference with pedestrian, bicycle, or vehicle circulation and accessibility to adjoining areas, and would result in potentially hazardous conditions.
- g. Central SoMa Plan development, including the proposed street network changes, would generate noise that would result in exposure of persons to noise levels in excess of standards in the *San Francisco General Plan* or Noise Ordinance (Article 29 of the *Police Code*), and would result in a substantial permanent increase in ambient noise above existing levels.

- h. Central SoMa Plan development, including the proposed street network changes and open space improvements, would result in construction activities in the Plan Area that could expose persons to substantial temporary or periodic increase in noise levels substantially in excess of ambient levels.
  - i. The operation of subsequent individual development projects in the Central SoMa Plan Area and the proposed street network changes (but not the proposed open space improvements) would violate an air quality standard, contribute to an existing or projected air quality violation, and/or result in a cumulatively considerable net increase of criteria pollutants for which the project region is in nonattainment under an applicable federal or state ambient air quality standard.
  - j. Central SoMa Plan development, including the proposed street network changes, would result in operational emissions of fine particulate matter (PM<sub>2.5</sub>) and toxic air contaminants that would result in exposure of sensitive receptors to substantial pollutant concentrations.
  - k. Subsequent future development under the Plan could alter wind in a manner that substantially affects public areas.
- B. Will contribute considerably to the following cumulative environmental impacts, which cannot be mitigated to a level of insignificance:
- a. Central SoMa Plan development, including the proposed open space improvements and street network changes, would contribute considerably to a significant cumulative land use impact. Specifically, one-way and two-way options for Folsom and Howard Streets could make a considerable contribution to cumulative traffic noise levels, which would exceed the noise standards in the General Plan's Environmental Protection Element.
  - b. Central SoMa Plan development would contribute considerably to significant cumulative historical resources impacts because the Plan could result in demolition and/or alteration of historical resources.
  - c. Central SoMa Plan development, including the proposed open space improvements and street network changes, would contribute considerably to significant cumulative transit impacts on local and regional transit providers.
  - d. Central SoMa Plan development, including the proposed open space improvements and street network changes, would contribute considerably to significant cumulative pedestrian impacts.
  - e. Central SoMa Plan development, including the proposed open space improvements and street network changes, would contribute considerably to significant cumulative loading impacts.



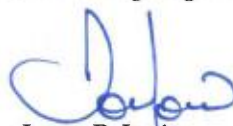
- f. Central SoMa development, including the proposed street network changes and open space improvements, would result in cumulative noise impacts.
- g. Central SoMa development, including the proposed street network changes, but not open space improvements, would contribute considerably to criteria air pollutant impacts under cumulative 2040 conditions.
- h. Central SoMa Plan development, including the proposed street network changes but not open space improvements, would result in exposure of sensitive receptors to substantial levels of fine particulate matter (PM<sub>2.5</sub>) and toxic air contaminants under 2040 cumulative conditions.

The Planning Commission Secretary is the custodian of records for the Planning Department materials, located in the File for Case No. 2011.1356EMTZU, at 1650 Mission Street, Fourth Floor, San Francisco, California, 94103.

On May 10, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Case No. 2011.1356EMTZU to consider the various approvals necessary to implement the Project, including approvals of General Plan, Planning Code, Administrative Code, and Zoning Map Amendments, and approval of the Implementation Program. The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the Project, the Planning Department staff, expert consultants, and other interested parties.

**MOVED**, that the Planning Commission has reviewed and considered the Final EIR and the entire record of this proceeding, including the comments and submissions made to the Commission and the Department's responses to those comments and submissions, and, based on substantial evidence, hereby adopts these Environmental Findings required by CEQA attached hereto as Exhibit A, including a Statement of Overriding Considerations and rejecting alternatives as infeasible, and adopts the MMRP, included as Exhibit B, as a condition of approval for each and all of the approval actions described above.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on May 10, 2018.



Jonas P. Iorlin  
Commission Secretary

AYES: Hillis, Melgar, Fong, Johnson, Koppel, Moore, Richards  
NOES: None  
ABSENT: None  
ADOPTED: May 10, 2018



# SAN FRANCISCO PLANNING DEPARTMENT

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## Planning Commission Resolution No. 20184 HEARING DATE MAY 10, 2018

*Project Name:* Central SoMa Plan – General Plan Amendments  
*Record No.:* **2011.1356EMTZU**  
*Staff Contact:* Steve Wertheim, Principal Planner, Citywide Planning  
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**RESOLUTION ADOPTING AMENDMENTS TO THE SAN FRANCISCO GENERAL PLAN TO ADD THE CENTRAL SOUTH OF MARKET AREA PLAN, AND MAKING FINDINGS OF PUBLIC NECESSITY, CONVENIENCE, AND WELFARE, FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1, AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

WHEREAS, Section 4.105 of the Charter of the City and County of San Francisco mandates that the Planning Commission ("Commission") shall periodically recommend to the Board of Supervisors for approval or rejection proposed amendments to the General Plan in response to changing physical, social, economic, environmental, or legislative conditions.

WHEREAS, the Commission, at a duly noticed public hearing on March 1, 2018 and in accordance with Planning Code Section 340(c), initiated the General Plan Amendments for the Central South of Market Area Plan ("Central SoMa Plan") by Planning Commission Resolution No. 20119.

WHEREAS, this Resolution adopting and recommending that the Board of Supervisors approve the General Plan Amendments is a companion to other legislative approvals relating to the Central SoMa Plan, including recommendations that the Board of Supervisors approve Planning Code, Administrative Code, and Zoning Map Amendments.

WHEREAS, the desire for a Central SoMa Plan began during the Eastern Neighborhoods planning process. In 2008 the City adopted the Eastern Neighborhoods Plan, including new land use controls and proposed community improvements for the eastern part of the South of Market neighborhood (SoMa), as well as the Central Waterfront, Mission, and Showplace Square/Potrero Hill neighborhoods. At that time, the City determined that the development potential of the industrially zoned part of East SoMa, coupled with the improved transit to be provided by the Central Subway, necessitated a subsequent, focused planning process that took into account the city's growth needs and City and regional environmental goals. The Central SoMa Plan is the result of that subsequent process.

WHEREAS, the Western SoMa Area Plan, adopted in 2013, also explicitly recognized the need to increase development capacity near transit in Objective 1.5, which states that the City should "Support continued evaluation of land uses near major transit infrastructure in recognition of citywide and regional sustainable growth needs." The explanatory text in Objective 1.5 concludes that "The City must continue evaluating how it can best meet citywide and regional objectives to direct growth to transit-oriented locations and whether current controls are meeting identified needs." The Objective's implementing Policy 1.5.1 states that the City should "Continue to explore and re-examine land use controls east of 6th Street, including as part of any future evaluation along the 4th Street corridor." The Central SoMa Plan is intended to fulfill the Western SoMa Plan's Objective 1.5 and Policy 1.5.1.

WHEREAS, the process of creating the Central SoMa Plan began in 2011. Since that time, the Planning Department released a draft Plan and commenced environmental review as required by the California Environmental Quality Act ("CEQA") in April 2013, released an Initial Study in February of 2014, released a revised Draft Plan and Implementation Strategy in August 2016, released the Draft Environmental Impact Report in December 2016, and released Responses to Comments on the Draft Environmental Impact Report in March 2018.

WHEREAS, throughout the process, the Central SoMa Plan has been developed based on robust public input, including ten public open houses; fourteen public hearings at the Planning Commission; two public hearings at the Board of Supervisor's Land Use & Transportation Committee; additional hearings at the Historic Preservation Commission, Arts Commission, and Youth Commission; a "technical advisory committee" consisting of multiple City and regional agencies; a "storefront charrette" (during which the Planning Department set up shop in a retail space in the neighborhood to solicit community input on the formulation of the plan); two walking tours, led by community members; two community surveys; an online discussion board; meetings with over 30 neighborhoods groups and other community stakeholders; and thousands of individual meetings, phone calls, and emails with stakeholders.

WHEREAS, the Central SoMa Plan Area runs from 2nd Street to 6th Street, Market Street to Townsend Street, exclusive of those areas that are part of the Downtown Plan that comprise much of the area north of Folsom Street. The vision of the Central SoMa Plan is to create a sustainable neighborhood by 2040, where the needs of the present are met without compromising the ability of future generations to meet their own needs. The Central SoMa Plan seeks to achieve sustainability in each of its aspects – social, economic, and environmental. The Plan's philosophy is to keep what is already successful about the neighborhood, and improve what is not. Utilizing the Plan's philosophy to achieve the Plan's vision will require implementing the following three strategies:

- Accommodate growth;
- Provide public benefits; and
- Respect and enhance neighborhood character.

WHEREAS, implementing the Central SoMa Plan's strategies will require addressing all the facets of a sustainable neighborhood. To do so, the Plan seeks to achieve eight Goals:



1. Accommodate a Substantial Amount of Jobs and Housing
2. Maintain the Diversity of Residents
3. Facilitate an Economically Diversified and Lively Jobs Center
4. Provide Safe and Convenient Transportation that Prioritizes Walking, Bicycling, and Transit
5. Offer an Abundance of Parks and Recreational Opportunities
6. Create an Environmentally Sustainable and Resilient Neighborhood
7. Preserve and Celebrate the Neighborhood's Cultural Heritage
8. Ensure that New Buildings Enhance the Character of the Neighborhood and the City

WHEREAS, these core policies and supporting discussion have been incorporated into the Central SoMa Plan, which is proposed to be added as an Area Plan in the General Plan. The General Plan Amendments, together with proposed Planning Code, Administrative Code, and Zoning Map Amendments and an Implementation Document, provide a comprehensive set of policies and implementation programming to realize the vision of the Plan. The Implementation Document describes how the Plan's policies will be implemented, outlines public improvements, funding mechanisms, and interagency coordination that the City must pursue to implement the Plan, and provides controls for key development sites and key streets and design guidance for new development.

WHEREAS, policies envisioned for the Central SoMa Plan are consistent with the existing General Plan. However, a number of conforming amendments to the General Plan are required to further achieve and clarify the vision and goals of the Central SoMa Plan, to reflect its concepts throughout the General Plan, and to generally update the General Plan to reflect changed physical, social, and economic conditions in this area.

WHEREAS, a draft ordinance, substantially in the form attached hereto as Exhibit II.3, and approved as to form by the City Attorney's office, would add the Central SoMa Area Plan to the General Plan and make a number of conforming amendments to various elements of the General Plan, including the East SoMa Area Plan, Western SoMa Area Plan, Commerce and Industry Element, Housing Element, and Urban Design Element. The Central SoMa Plan is attached hereto as Exhibit II.4. An updated map of the Eastern Neighborhoods Planning Areas is attached hereto as Exhibit II.5. A memo summarizing proposals to amend the Central SoMa Plan since consideration by the Planning Commission on March 1, 2018 is attached hereto as Exhibit II.6.

WHEREAS, on May 10, 2018, after a duly noticed public hearing, the Commission reviewed and considered the Final Environmental Impact Report for the Central SoMa Plan ("FEIR") and found the FEIR to be adequate, accurate, and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and by Motion No. 20182 certified the FEIR for the Central SoMa Plan as accurate, complete, and in compliance with CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

WHEREAS, on May 10, 2018, by Resolution No. 20183, the Commission approved CEQA Findings, including a statement of overriding considerations, and adoption of a Mitigation

Monitoring and Reporting Program ("MMRP"), under Case No. 2011. 1356E, for approval of the Central SoMa Plan.

WHEREAS, on May 10, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on General Plan Amendments.

WHEREAS, Planning Department staff recommends adoption of this Resolution adopting the General Plan Amendments.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Planning Code Section 340(d), the Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed General Plan Amendments for the following reasons:

1. The General Plan Amendments would add the Central SoMa Plan, which will accommodate development capacity for up to 33,000 jobs and 8,300 housing units by removing much of the Plan Area's industrially-protective zoning and increasing height limits on many of the Plan Area's parcels.
2. The General Plan Amendments would add the Central SoMa Plan, which will maintain the diversity of residents by requiring that more than 33% of new housing units are affordable to low- and moderate-income households, and by requiring that these new units be built in SoMa.
3. The General Plan Amendments would add the Central SoMa Plan, which will facilitate an economically diversified and lively jobs center by requiring most large sites to be jobs-oriented, by requiring production, distribution, and repair uses in many projects, and by allowing retail, hotels, and entertainment uses in much of the Plan Area.
4. The General Plan Amendments would add the Central SoMa Plan, which will provide safe and convenient transportation by funding capital projects that will improve conditions for people walking, bicycling, and taking transit.
5. The General Plan Amendments would add the Central SoMa Plan, which will offer parks and recreational opportunities by funding the construction and improvement of parks and recreation centers in the area and requiring large, non-residential projects to provide publicly-accessible open space.
6. The General Plan Amendments would add the Central SoMa Plan, which will create an environmentally sustainable and resilient neighborhood by requiring green roofs and use of non-greenhouse gas emitting energy sources. A proposal to include a Mello-Roos Community Facilities District (CFD) in the Central SoMa Plan is also under consideration. This CFD would provide funding for environmental sustainability and resilience strategies to improve air quality, provide biodiversity, and help manage stormwater. The CFD would also help to create an environmentally sustainable and resilient neighborhood.



7. The General Plan Amendments would add the Central SoMa Plan, which will preserve and celebrate the neighborhood's cultural heritage by helping to fund the rehabilitation and maintenance of historic buildings. The CFD under consideration in the Central SoMa Plan would provide funding to help preserve the Old Mint for cultural and social programming for the neighborhood's existing residents and organizations. The CFD would also help to preserve and celebrate the neighborhood's cultural heritage.
8. The General Plan Amendments would add the Central SoMa Plan, which will ensure that new buildings enhance the character of the neighborhood and the City by implementing design controls that would generally help protect the neighborhood's mid-rise character and street fabric, create a strong street wall, and facilitate innovative yet contextual architecture.

**AND BE IT FURTHER RESOLVED**, that the Commission finds the General Plan Amendments, on balance, consistent with the General Plan as proposed for amendment and with the eight priority policies of Planning Code Section 101.1(b), as follows (note, staff comments are in *italics*):

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

*The Plan will have positive effects on neighborhood-serving retail uses. The Plan will provide a large market for existing and new businesses by supporting the creation of new office space, hotel uses, and housing units in a high-density environment. The Plan will support pedestrian traffic by facilitating improvements to walking conditions by widening sidewalks, increasing and improving crossings, and limiting curb cuts. The Plan will require ground floor commercial uses on many of the Plan Area's major streets, and will prohibit competing non-neighborhood serving uses, such as office, from the ground floor. The Plan will increase opportunity for neighborhood-serving retail in retail space by limiting formula retail uses and requiring "micro-retail" uses of 1,000 square feet or less in large new developments.*

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

*The Plan will not affect existing City regulations and programs to protect existing housing, including the City's substantial existing restrictions on evictions and demolitions. Additionally, the Plan will ensure that at least 33% of all new housing developed in the Central SoMa Plan area is affordable to low- and moderate-income households, thereby helping to maintain the area's economic diversity. The Plan will further protect the neighborhood's economic diversity by reinforcing the area's existing mixed land use pattern. The Plan will facilitate the development of a mix of residential and non-residential buildings whose ground floors will consist of a mix of retail, community services, and production, distribution, and repair uses. The CFD under consideration for inclusion in the Central SoMa Plan would provide funding for cultural programming and the creation and rehabilitation of important cultural facilities, such as Yerba Buena Gardens, which will help protect the cultural diversity of the neighborhood.*

*The Plan will protect neighborhood character by imposing physical development standards, such as the creation of height and bulk limits that maintain a largely mid-rise neighborhood. Under the Plan, the perceived height of most buildings will be the same as the width of the street, and a limited number of towers will be permitted in appropriate locations at important intersection nodes, such as adjacent to Downtown/Rincon Hill and near the Caltrain Station. The Plan will also direct development away from existing historic districts in the southeastern part of the Plan Area (e.g., South Park and the South End Historic District) and the established residential neighborhood in the northwestern part of the Plan Area. The Plan will also protect neighborhood character by preserving historic buildings and restricting consolidation of small lots on "fine-grained blocks" containing character-enhancing buildings.*

3. That the City's supply of affordable housing be preserved and enhanced.

*The Plan will ensure that over 33% of new or rehabilitated housing built in the Plan Area would be affordable to low- and moderate-income households by directing nearly \$1 billion in public benefits towards this need, including \$400 million in direct funding to the Mayor's Office of Housing and Community Development. This will result in construction of more than 2,500 affordable housing units within SoMa. Up to 10% of the fee revenue collected from in-lieu and Jobs-Housing Linkage fees may be spent on acquisition and rehabilitation of existing affordable housing.*

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

*On balance, the Plan will not result in commuter traffic impeding Muni transit service or overburdening the streets or neighborhood parking. Given the expected density of jobs, commuter traffic is expected to increase in the Plan Area. However, the Plan Area is served by a wealth of local and regional transit, including BART, Caltrain, and Muni Metro (including the new Central Subway). The City expects to allocate as much as \$500 million to transit improvements to support the area. The City will allocate approximately two-thirds of this funding to Muni. If adopted, the CFD under consideration for inclusion in the Central SoMa Plan would provide approximately one-third of this funding to enhance regional transit systems and support extensive improvements to pedestrian and bicycle infrastructure. The Plan is designed to shift the way people travel away from use of private vehicles to more sustainable modes of transportation.*

*In addition to supporting the development of public transit, the Plan substantially decreases the amount of parking required for both residential and office uses, which will discourage commuter traffic, in conjunction with the City's existing Transportation Demand Management requirements.*

*The Plan will also support growth in one of the most transit-oriented locations in the region, thereby accommodating growth in a place where people can take transit in lieu of driving. If this growth is not accommodated in Central SoMa, it will occur in areas of the region that are not as well served by transit systems. This would increase citywide and regional auto traffic, congestion, and related impacts on safety, public health, and environmental quality.*

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

*The Plan will protect the industrial or service sectors. The Plan includes a "no net loss" policy for production, distribution, and repair (PDR) uses in those areas where the industrially protective zoning is being removed. The Plan requires that large office projects provide new PDR space, either on-site, off-site, or by preservation of existing spaces otherwise at risk of displacement. The Plan also includes incentives for new developments to provide PDR space at below-market rents, thereby serving a wider range of businesses and employees.*

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

*The Plan will improve preparedness to protect against injury and loss of life in an earthquake. The Plan will facilitate a substantial amount of new construction that will comply with all current Building Code, Fire Code, and other applicable safety standards. The Plan will also facilitate the sale of Transferable Development Rights from historic buildings, which will generate funding that may be used to upgrade the structural resiliency of those buildings.*

7. That landmarks and historic buildings be preserved.

*The Plan will support preservation of over sixty structures not currently protected by local ordinance through designation under Articles 10 and 11 of the Planning Code. The buildings proposed for protection under the Central SoMa Plan are the best representation of the architectural, historical, and cultural contributions of the people of Central SoMa, today and of generations past. Recognition and preservation of these properties supports the distinct vibrancy and economy of Central SoMa's built environment and its residents. The Plan will provide access to process- and financial-based incentives for designated properties to help maintain the historic character of the Plan Area. Local designation will require the Historic Preservation Commission and other decision-making entities to review changes that affect the historic character of these buildings and ensure that only appropriate, compatible alterations are made. The CFD under consideration for inclusion in the Central SoMa Plan would provide funding for rehabilitation of the Old Mint.*

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

*On balance, the Plan would not negatively affect the area's existing parks and open space or their access to sunlight. The Plan imposes height limits to direct the construction of the highest new buildings away from the existing parks in and around the Plan Area, including Yerba Buena Gardens, South Park, Gene Friend Recreation Center, and Victoria Manalo Draves Park. Any new shadow will be limited and would not substantially affect the use and enjoyment of parks and open spaces in the Plan Area. Because the area is flat, there are no long-range City vistas from the*



*area's parks and open spaces, and the Plan will not adversely affect public views. The Plan would require large, non-residential projects to provide publicly-accessible open space, and will result in a net increase of public open space and recreational facilities in an area of the city substantially lacking such amenities. The CFD under consideration for inclusion in the Central SoMa Plan would provide an estimated \$25 million towards the creation and enhancement of open space and recreational facilities.*

AND BE IT FURTHER RESOLVED, that the Commission finds that the General Plan Amendments, including the Central SoMa Plan and associated approvals, are in general conformity with the General Plan as it is proposed to be amended. The General Plan Amendments, including the new Central SoMa Plan and proposed amendments to applicable zoning controls, will articulate and implement many of the Goals, Objectives, and Policies described in the General Plan, including the Air Quality, Commerce and Industry, Environmental Protection, Housing, Recreation and Open Space, Transportation, and Urban Design Elements. The General Plan Amendments are consistent with the following Objectives and Policies of the General Plan, as it is proposed to be amended, as follows (note, staff comments are in *italics*):

#### AIR QUALITY ELEMENT

- Objective 3: Decrease the air quality impacts of development by coordination of land use and transportation decisions.
  - Policy 3.1: Take advantage of the high density development in San Francisco to improve the transit infrastructure and also encourage high density and compact development where an extensive transportation infrastructure exists.
  - Policy 3.2: Encourage mixed land use development near transit lines and provide retail and other types of service oriented uses within walking distance to minimize automobile dependent development.
  - Policy 3.4: Continue past efforts and existing policies to promote new residential development in and close to the downtown area and other centers of employment, to reduce the number of auto commute trips to the city and to improve the housing/job balance within the city.
  - Policy 3.6: Link land use decision making policies to the availability of transit and consider the impacts of these policies on the local and regional transportation system.

*The Plan supports this Objective and these Policies by directing substantial growth to an area with some of the region's best transit, including BART, Caltrain, and Muni Metro (including the new Central Subway).*

#### COMMERCE AND INDUSTRY ELEMENT

- Objective 1: Manage economic growth and change to ensure enhancement of the total city living and working environment.

- Policy 1.3: Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

*The Plan supports this Objective and Policy by continuing to locate commercial and industrial activity in an area of the City where such activities have historically occurred and been permitted by zoning controls, in an area that is accessible by many modes of transportation from throughout the City and region.*

- Objective 2: Maintain and enhance a sound and diverse economic base and fiscal structure for the City.
  - Policy 2.1: Seek to retain existing commercial and industrial activity and to attract new such activity to the city.
  - Policy 2.3: Maintain a favorable social and cultural climate in the city in order to enhance its attractiveness as a firm location.

*The Plan supports this Objective and these Policies by enabling the growth of commercial activity, the preservation of industrial activity, and a range of other economic activities, all in a socially and culturally diverse and attractive area.*

#### ENVIRONMENTAL PROTECTION ELEMENT

- Objective 12: Establish the City and County of San Francisco as a model for energy management.
  - Policy 12.1: Incorporate energy management practices into building, facility, and fleet maintenance and operations.
- Objective 15: Increase the energy efficiency of transportation and encourage land use patterns and methods of transportation which use less energy.
  - Policy 15.1: Increase the use of transportation alternatives to the automobile.
  - Policy 15.3: Encourage an urban design pattern that will minimize travel requirements among working, shopping, recreation, school and childcare areas.
- Objective 16: Promote the use of renewable energy sources.
  - Policy 16.1: Develop land use policies that will encourage the use of renewable energy sources.

*The Plan supports these Objectives and Policies by facilitating the efficient and intelligent use of energy for both of buildings and transportation. For buildings, the Plan requires that 100% of their electricity comes from renewable sources, and increases the number of buildings that are required to utilize solar power. For transportation, the Plan locates new development in an area where a high percentage of trips will be taken by energy efficient modes of transportation, including walking, bicycling, and transit.*

#### HOUSING ELEMENT

- Objective 1: Identify and make available for development adequate sites to meet the City's housing needs, especially permanently affordable housing.

- Policy 1.1: Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.
- Policy 1.2 Focus housing growth and infrastructure-necessary to support growth according to community plans.
- Policy 1.3: Work proactively to identify and secure opportunity sites for permanently affordable housing.
- Policy 1.4: Ensure community based planning processes are used to generate changes to land use controls.
- Policy 1.8: Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.
- Policy 1.10: Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

*The Plan supports this Objective and these Policies by substantially increasing the amount of housing potential through a community based planning process, ensuring that over 33% of new units created pursuant to the Plan are affordable to low- and moderate-income households, and doing so in a location where new residents can rely on public transportation, walking, and bicycling for the majority of daily trips. Additionally, the Plan includes multiple strategies to secure permanently affordable housing sites, including as part of new large commercial developments.*

- Objective 2: Retain existing housing units, and promote safety and maintenance standards, without jeopardizing affordability.
  - Policy 2.1: Discourage the demolition of sound existing housing, unless the demolition results in a net increase in affordable housing.
- Objective 3: Protect the affordability of the existing housing stock, especially rental units.
  - Policy 3.2: Promote voluntary housing acquisition and rehabilitation to protect affordability for existing occupants.
- Objective 7: Secure funding and resources for permanently affordable housing, including innovative programs that are not solely reliant on traditional mechanisms or capital.
  - Policy 7.4: Facilitate affordable housing development through land subsidy programs, such as land trusts and land dedication.
  - Policy 7.6: Acquire and rehabilitate existing housing to maximize effective use of affordable housing resources.

*The Plan supports these Objectives and Policies by maintaining existing prohibitions and limitations on housing demolition, facilitating and funding acquisition and rehabilitation of existing housing to create permanently affordable housing, and facilitating land dedication for affordable housing.*

- Objective 10: Ensure a streamlined, yet thorough, and transparent decision-making process.



- Policy 10.1: Create certainty in the development entitlement process, by providing clear community parameters for development and consistent application of these regulations.
- Policy 10.2: Implement planning process improvements to both reduce undue project delays and provide clear information to support community review.
- Policy 10.3: Use best practices to reduce excessive time or redundancy in local application of CEQA.

*The Plan supports this Objective and these Policies by creating clear controls for housing, by limiting discretionary actions and streamlining the approval process for typical code-conforming projects, removing some requirements for Conditional Use permits, and enabling projects to utilize Community Plan Evaluations under CEQA.*

- Objective 11: Support and respect the diverse and distinct character of San Francisco's neighborhoods.
  - Policy 11.1: Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.
  - Policy 11.7: Respect San Francisco's historic fabric, by preserving landmark buildings and ensuring consistency with historic districts.

*The Plan supports this Objective and these Policies by including design requirements and guidelines for new development, as well as protections for both historic buildings and districts. The Plan also restricts consolidation of small lots in "fine-grained" areas containing character-enhancing buildings.*

- Objective 12: Balance housing growth with adequate infrastructure that serves the City's growing population.
  - Policy 12.1: Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.
- Objective 13: Prioritize sustainable development in planning for and constructing new housing.
  - Policy 13.1: Support "smart" regional growth that locates new housing close to jobs and transit.
  - Policy 13.3: Promote sustainable land use patterns that integrate housing with transportation in order to increase transit, pedestrian, and bicycle mode share.
  - Policy 13.4: Promote the highest feasible level of "green" development in both private and municipally-supported housing.

*The Plan supports these Objectives and Policies by locating housing and job growth in an area with some of the best transit access in the region, by funding improvements for people walking and bicycling, and by proactively supporting environmental sustainability and resilience in new buildings and on publicly-owned rights-of-way and parks. The CFD under consideration for*

*inclusion in the Central SoMa Plan would also help fund these environmental sustainability and resilience improvements on publicly-owned rights of way.*

#### RECREATION AND OPEN SPACE ELEMENT

- Objective 1: Ensure a well-maintained, highly utilized, and integrated open space system.
  - Policy 1.1: Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.
  - Policy 1.2: Prioritize renovation in highly-utilized open spaces and recreational facilities and in high needs areas.
- Objective 2: Increase recreational and open space to meet the long-term needs of the City and Bay region.
  - Policy 2.1: Prioritize acquisition of open space in high needs areas.
  - Policy 2.12: Expand the Privately-owned Public Open Spaces (POPOS) requirement to new mixed-use development areas and ensure that spaces are truly accessible, functional and activated.

*The Plan supports these Objectives and Policies by helping to fund the operations and improvement of existing parks and recreation centers while facilitating the development of new parks, recreation centers, and POPOS in this high-need area. The CFD under consideration for inclusion in the Central SoMa Plan would provide \$25 million to fund the development of new parks, recreation centers, and open spaces and would provide \$20 million to fund the rehabilitation, operations, and maintenance of existing parks and recreation centers.*

- Objective 3: Improve access and connectivity to open space.
  - Policy 3.1: Creatively develop existing publicly-owned right-of-ways and streets into open space.

*The Plan supports this Objective and Policy by transforming part of an existing public right-of-way (Bluxome Street) into open space. The Plan requires mid-block alleys that will facilitate the creation of a network of new pedestrian connections that are not accessible to motor vehicles.*

- Objective 5: Engage communities in the stewardship of their recreation programs and open spaces.
  - Policy 5.1: Engage communities in the design, programming and improvement of their local open spaces, and in the development of recreational programs.

*The Plan supports this Objective and Policy by continuing to ensure the role of community members in the design and programming of local open spaces, as well as creating new open spaces that would require community stewardship.*



- Objective 6: Secure long-term resources and management for open space acquisition, and renovation, operations, and maintenance of recreational facilities and open space.
  - Policy 6.1: Pursue and develop innovative long-term funding mechanisms for maintenance, operation, renovation and acquisition of open space and recreation.

*The Plan supports this Objective and Policy by using impact fees to fund the acquisition, construction, and improvement of new open space and recreational facilities. If adopted, the CFD under consideration for inclusion in the Central SoMa Plan would also help fund the acquisition, construction, programming, and maintenance of these open spaces and recreational facilities.*

#### TRANSPORTATION ELEMENT

- Objective 1: Meet the needs of all residents and visitors for safe, convenient and inexpensive travel within San Francisco and between the city and other parts of the region while maintaining the high quality living environment of the Bay Area.
  - Policy 1.3: Give priority to public transit and other alternatives to the private automobile as the means of meeting San Francisco's transportation needs, particularly those of commuters.
  - Policy 1.6: Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.
  - Policy 1.8: Develop a flexible financing system for transportation in which funds may be allocated according to priorities and established policies without unnecessary restriction.
- Objective 2; Use the transportation system as a means for guiding development and improving the environment.
  - Policy 2.1: Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development, and coordinate new facilities with public and private development.
- Objective 11: Establish public transit and the primary mode of transportation in San Francisco and as a means through which to guide future development and improve regional mobility and air quality.
  - Policy 11.2: Continue to favor investment in transit infrastructure and services over investment in highway development and other facilities that accommodate the automobile.
  - Policy 11.3: Encourage development that efficiently coordinates land use with transit service, requiring that developers address transit concerns as well as mitigate traffic problems.

*The Plan supports these Objectives and Policies by directing development to an area with one of the region's best transit networks, including BART, Caltrain, and Muni Metro (including the new Central Subway), as well as myriad bus lines serving all parts of the City and region. The City expects to allocate an estimated \$500 million in revenues collected under the Plan to enhancement and further expansion of the transit system. If adopted, the CFD under*

*consideration for inclusion in the Central SoMa Plan would provide approximately one-third of this funding to enhance regional transit systems and support extensive improvements to pedestrian and bicycle infrastructure. The Plan supports walking and bicycling by facilitating improvements to all of the neighborhood's major streets. The Plan discourages driving by reducing lanes and giving priority for the limited rights-of-way to other modes of transportation.*

- Objective 16: Develop and implement programs that will efficiently manage the supply of parking at employment centers throughout the city so as to discourage single-occupant ridership and encourage ridesharing, transit and other alternatives to the single-occupant automobile.
  - Policy 16.5: Reduce parking demand through limiting the absolute amount of spaces and prioritizing the spaces for short-term and ride-share uses.

*The Plan supports this Objective and Policy by strictly limiting parking in new residential and non-residential development and requiring the full implementation of the City's Transportation Demand Management strategies, which will discourage parking and prioritize other means of transportation.*

- Objective 18: Achieve street safety for all.
  - Policy 18.1: Prioritize safety in decision making regarding transportation choices, and ensure safe mobility options for all in line with the City's commitment to eliminate traffic fatalities and severe injuries.
- Objective 19: Establish a street hierarchy system in which the function and design of each street are consistent with the character and use of adjacent land.
  - Policy 19.2: Design streets for a level of traffic that serves, but will not cause a detrimental impact on adjacent land uses, nor eliminate the efficient and safe movement of transit vehicles and bicycles.
- Objective 24: Design every street in San Francisco for safe and convenient walking.
  - Policy 24.1: Every surface street in San Francisco should be designed consistent with the Better Streets Plan for safe and convenient walking, including sufficient and continuous sidewalks and safe pedestrian crossings at reasonable distances to encourage access and mobility for seniors, people with disabilities and children.
  - Policy 24.2: Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested, where sidewalks are less than adequately wide to provide appropriate pedestrian amenities, or where residential densities are high.
  - Policy 24.6: Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.
  - Policy 24.7: Ensure safe pedestrian crossings at signaled intersections by providing sufficient time for pedestrians to cross streets at a moderate pace.

*The Plan supports these Objectives and Policies by facilitating improvements that will transform an area that is unpleasant and often unsafe for people walking, bicycling, and taking transit into an area that is safe and comfortable for all. This includes strategies to widen sidewalks, add mid-block crossings, decrease the length of crosswalks, create protected bicycle lanes, and create protected bus lanes. The CFD under consideration for inclusion in the Central SoMa Plan would also help fund improvements to pedestrian and bicycle infrastructure. The Plan also includes the "Key Streets Guidance" that helps prioritize street improvements where they are most needed.*

- Objective 25: Improve the ambience of the pedestrian environment.
  - Policy 25.2: Maintain and expand the planting of street trees and the infrastructure to support them.
  - Policy 25.3: Install pedestrian-serving street furniture where appropriate.
  - Policy 25.4: Preserve pedestrian-oriented building frontages.

*The Plan supports this Objective and these Policies by requiring street trees and funding other greening and street furniture improvements. The CFD under consideration for inclusion in the Central SoMa Plan would provide additional funding for these improvements. Additionally, the Plan includes multiple strategies to preserve and enhance pedestrian-oriented building frontages, including requiring active commercial uses on many streets, banning and limiting curb cuts, and restricting lot consolidation in fine-grained, pedestrian-oriented areas.*

- Objective 29: Ensure that bicycles can be used safely and conveniently as a primary means of transportation, as well as for recreational purposes.
  - Policy 29.1: Expand and improve access for bicycles on city streets and develop a well-marked, comprehensive system of bike routes in San Francisco.

*The Plan supports this Objective and Policy by facilitating the creation of a number of protected bicycle lanes within and adjacent to the Plan Area, thereby helping to expand and increase the safety of the City's bicycle network. The CFD under consideration for inclusion in the Central SoMa Plan would provide additional funding for improvements to pedestrian and bicycle infrastructure.*

- Objective 42: Enforce a parking and loading strategy for freight distribution to reduce congestion affecting other vehicular traffic and adverse impacts on pedestrian circulation.
  - Policy 42.1: Provide off-street facilities for freight loading and service vehicles on the site of new buildings sufficient to meet the demands generated by the intended uses. Seek opportunities to create new off-street loading facilities for existing buildings.
  - Policy 42.5: Loading docks and freight elevators should be located conveniently and sized sufficiently to maximize the efficiency of loading and unloading activity and to discourage deliveries into lobbies or ground floor locations except at freight-loading facilities.



*The Plan supports this Objective and these Policies by requiring new development to plan for parking and loading through development of a Driveway and Loading Operations Plan and coordinating with City agencies on management strategies for movement of goods and people, both on-site and off-site.*

#### URBAN DESIGN ELEMENT

- Objective 1: Emphasis of the characteristic pattern which gives to the city and its neighborhoods an image, a sense of purpose, and a means of orientation.
  - Policy 1.3: Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

*The Plan supports this Objective and Policy through establishment of height and bulk limits that harmonize and reinforce the larger City context – including the evolving skyline, centers of activity and access, and natural and manmade landmarks – by supporting the area’s existing mid-rise form with the addition of a limited number of towers in appropriate locations. Additionally, the Plan supports maintaining the neighborhood character through guidance on form and materials provided in the “Guide to Urban Design.”*

- Objective 2: Conversation of resources which provide a sense of nature, continuity with the past, and freedom from overcrowding.
  - Policy 2.4: Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

*The Plan supports this Objective and Policy by supporting the preservation of notable landmarks and restricting lot consolidation in areas where buildings are historic or are otherwise deemed to enhance neighborhood character.*

- Objective 3: Moderation of major new development to complement the city pattern, the resources to be conserved, and the neighborhood environment.
  - Policy 3.6: Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction.
  - Policy 3.7: Recognize the special urban design problems posed in development of large properties.

*The Plan supports this Objective and Policy through establishment of height and bulk limits that harmonize and reinforce the larger City context – including the evolving skyline, centers of activity and access, and natural and manmade landmarks – by supporting the area’s existing mid-rise form with the addition of a limited number of towers in appropriate locations. Additionally, the Plan specifically addresses development on the area’s largest sites through the “Key Development Sites Guidelines.”*

AND BE IT FURTHER RESOLVED, that the Commission adopts and incorporates by reference as though fully set forth herein the CEQA Findings set forth in Commission Motion No. 20182.

AND BE IT FURTHER RESOLVED, that the Commission adopts and incorporates by reference as though fully set forth herein the Mitigation Monitoring and Reporting Program, the requirements of which are made conditions of this approval.

AND BE IT FURTHER RESOLVED, that pursuant to Planning Code Section 340(d), the Planning Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed amendments to the General Plan.

AND BE IT FURTHER RESOLVED, that the Commission adopts the General Plan Amendments, the Central SoMa Plan, and the updated map of the Eastern Neighborhoods Planning Areas as reflected in an ordinance approved as to form by the City Attorney attached hereto as Exhibits II.3, II.4, and II.5, respectively, and incorporated herein by reference, and recommends their approval by the Board of Supervisors.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on May 10, 2018.



Jonas P. Ionin  
Commission Secretary

AYES: Hillis, Melgar, Fong, Johnson, Koppel, Moore, Richards  
NOES: None  
ABSENT: None  
ADOPTED: May 10, 2018



# SAN FRANCISCO PLANNING DEPARTMENT

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## Planning Commission Resolution No. 20185 HEARING DATE MAY 10, 2018

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*Project Name:* Central SoMa Plan – Planning Code and Administrative Code Amendments  
*Record No.:* **2011.1356EMTZU [Board File. No 180184]**  
*Staff Contact:* Steve Wertheim, Principal Planner, Citywide Planning  
(415) 558-6612; [steve.wertheim@sfgov.org](mailto:steve.wertheim@sfgov.org)

RESOLUTION ADOPTING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS WITH MODIFICATIONS TO THE SAN FRANCISCO PLANNING CODE AND ADMINISTRATIVE CODE TO GIVE EFFECT TO THE CENTRAL SOUTH OF MARKET AREA PLAN, AND MAKING FINDINGS OF PUBLIC NECESSITY, CONVENIENCE, AND WELFARE, FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1, AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on February 27, 2018, Mayor Mark Farrell and Supervisor Jane Kim introduced an ordinance for Planning Code and Administrative Code Amendments pursuant to the Central South of Market Plan ("Central SoMa Plan").

WHEREAS, pursuant to Planning Code Section 302(b), on February 27, 2018, the San Francisco Board of Supervisors initiated the aforementioned Planning Code and Administrative Code Amendments.

WHEREAS, on April 10, 2018, Mayor Mark Farrell and Supervisor Jane Kim introduced a substitute ordinance for Planning Code and Administrative Code Amendments pursuant to the Central South of Market Plan ("Central SoMa Plan").

WHEREAS, pursuant to Planning Code Section 302(b), on April 10, 2018, the San Francisco Board of Supervisors initiated the aforementioned Planning Code and Administrative Code Amendments.

WHEREAS, this Resolution adopting and recommending that the Board of Supervisors approve the Planning Code and Administrative Code Amendments is a companion to other legislative approvals relating to the Central SoMa Plan, including recommendations that the Board of Supervisors approve General Plan Amendments, Zoning Map Amendments, and an Implementation Program.



WHEREAS, The Planning Code and Administrative Code Amendments, together with proposed General Plan and Zoning Map Amendments and the Implementation Program document, provide a comprehensive set of policies and implementation programming to realize the vision of the Plan. The Planning Commission incorporates by reference the general findings and overview concerning the Central SoMa Plan as set forth in Planning Commission Resolution No. 20184 governing General Plan Amendments.

WHEREAS, the Planning Code governs permitted land uses and planning standards in the City. The main function of the Administrative Code is to provide for the legislative basis for, direction to, and limitations on executive agencies of the City and the performance of their duties that are not addressed in the Charter or other City codes. Thus, conforming amendments to the Planning Code and Administrative Code are required in order to implement the Plan. An ordinance, attached hereto as Exhibit III.3, has been drafted to revise the Administrative Code and Planning Code to implement the proposed Central SoMa Plan and its related documents. This ordinance amends Administrative Code Section 35; adds Planning Code Sections 128.1, 132.4, 175.1, 249.78, 263.32, 263.33, 263.34, 413.7, 432, 433, and 848; amends Sections 102, 124, 134, 135, 135.3, 138, 140, 145.1, 145.4, 151.1, 152, 152.1, 153, 155, 163, 169.3, 181, 182, 201, 206.4, 207.5, 208, 211.2, 249.36, 249.40, 249.45, 260, 261.1, 270, 270.2, 303.1, 304, 307, 329, 401, 411A.3, 413.10, 415.3, 415.5, 415.7, 417.5, 419, 419.6, 423.1, 423.2, 423.3, 423.5, 426, 427, 429.2, 603, 608.1, 802.1, 802.4, 803.3, 803.4, 803.5, 803.9, 809, 813, 825, 840, 841, 842, 843, 844, 845, 846, 847, 890.37, 890.116, and 890.124; and removes Sections 263.11, 425, 802.5, 803.8, 815, 816, 817, and 818, to implement the Area Plan. The City Attorney's Office has reviewed the draft ordinance and approved it as to form. A memorandum summarizing additional proposals to amend the Planning Code and Administrative Code Amendments since consideration by the Planning Commission on March 1, 2018 is attached hereto as Exhibit III.6.

WHEREAS, on May 10, 2018, after a duly noticed public hearing, the Commission reviewed and considered the Final Environmental Impact Report for the Central SoMa Plan ("Final EIR") and found the Final EIR to be adequate, accurate, and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and by Motion No. 20182 certified the Final EIR for the Central SoMa Plan as accurate, complete, and in compliance with CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

WHEREAS, on May 10, 2018, by Resolution No. 20183, the Commission approved CEQA Findings, including a statement of overriding considerations, and adoption of a Mitigation Monitoring and Reporting Program ("MMRP"), under Case No. 2011. 1356E, for approval of the Central SoMa Plan.

WHEREAS, on May 10, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Planning Code and Administrative Code Amendments.

WHEREAS, Planning Department staff recommends adoption of this Resolution adopting and recommending that the Board of Supervisors approve the Planning Code and Administrative Code Amendments.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed Planning Code and Administrative Code Amendments for the following reasons:

1. The Planning Code and Administrative Code Amendments will help implement the Central SoMa Plan, which will accommodate development capacity for up to 33,000 jobs and 8,300 housing units by removing much of the Plan Area's industrially-protective zoning and increasing height limits on many of the Plan Area's parcels.
2. The Planning Code and Administrative Code Amendments will help implement the Central SoMa Plan, which will maintain the diversity of residents by requiring that more than 33% of new housing units are affordable to low- and moderate-income households, and by requiring that these new units be built in SoMa.
3. The Planning Code and Administrative Code Amendments will help implement the Central SoMa Plan, which will facilitate an economically diversified and lively jobs center by requiring most large sites to be jobs-oriented, by requiring production, distribution, and repair uses in many projects, and by allowing retail, hotels, and entertainment uses in much of the Plan Area.
4. The Planning Code and Administrative Code Amendments will help implement the Central SoMa Plan, which will provide safe and convenient transportation by funding capital projects that will improve conditions for people walking, bicycling, and taking transit.
5. The Planning Code and Administrative Code Amendments will help implement the Central SoMa Plan, which will offer parks and recreational opportunities by funding the construction and improvement of parks and recreation centers in the area and requiring large, non-residential projects to provide publicly-accessible open space.
6. The Planning Code and Administrative Code Amendments will help implement the Central SoMa Plan, which will create an environmentally sustainable and resilient neighborhood by requiring green roofs and use of non-greenhouse gas emitting energy sources. A proposal to include a Mello-Roos Community Facilities District ("CFD") in the Central SoMa Plan is also under consideration. This CFD would provide funding for environmental sustainability and resilience strategies to improve air quality, provide biodiversity, and help manage stormwater. The CFD would also help to create an environmentally sustainable and resilient neighborhood.
7. The Planning Code and Administrative Code Amendments will help implement the Central SoMa Plan, which will preserve and celebrate the neighborhood's cultural heritage by helping to fund the rehabilitation and maintenance of historic buildings. The CFD under consideration for addition to the Central SoMa Plan would provide funding to help preserve the Old Mint and for cultural and social programming for the neighborhood's existing residents and organizations. The CFD would also help to preserve and celebrate the neighborhood's cultural heritage.



8. The Planning Code and Administrative Code Amendments will help implement the Central SoMa Plan, which will ensure that new buildings enhance the character of the neighborhood and the City by implementing design controls that would generally help protect the neighborhood's mid-rise character and street fabric, create a strong street wall, and facilitate innovative yet contextual architecture.

**AND BE IT FURTHER RESOLVED**, that the Commission adopts and incorporates by reference as though fully set forth herein the CEQA Findings set forth in Commission Resolution No. 20183.

**AND BE IT FURTHER RESOLVED**, that the Commission adopts and incorporates by reference as though fully set forth herein the Mitigation Monitoring and Reporting Program, the requirements of which are made conditions of this approval.

**AND BE IT FURTHER RESOLVED**, that the Commission finds the Planning Code and Administrative Code Amendments are in general conformity with the General Plan as set forth in Planning Commission Resolution No. 20184.

**AND BE IT FURTHER RESOLVED**, that the Commission finds the Planning Code and Administrative Code Amendments are in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution No. 20184.

**AND BE IT FURTHER RESOLVED**, that the Commission adopts the Planning Code and Administrative Code Amendments as reflected in an ordinance approved as to form by the City Attorney attached hereto as Exhibit III.3, and incorporated herein by reference, and recommends their approval with modifications by the Board of Supervisors. The proposed modifications are as follows:

- 128.1(c): Reverse the terms "Development Lot" and "Transfer Lot".
- 132.4(d)(1)(B)(iv): Increase allowed streetwall architectural modulation from five feet to eight feet.
- 135.3: Clarify that satisfaction of POPOS under 138 satisfies the open space requirements of 135.3.
- 138(a)(2): Eliminate the requirement for retail uses to provide POPOS.
- 138(d)(2), (2)(A), (2)(B), and (e)(2): Update references to point to appropriate subsections.
- 138(d)(2)(E)(i): Allow up to 10% of outdoor POPOS to be under a cantilevered portion of the building if the building is at least 20 feet above grade.
- 138(d)(2)(F)(ii): Allow up to 25% of indoor POPOS to have ceiling height of less than 20 feet.
- 140(a): In the Central SoMa SUD, allow units above 85' in height to meet exposure requirements if they are 15' back from the property line; allow 10% of units at or below 85' to have an exposure of 15'x15' instead of 25'x25'; and do not require the increase in setback at every horizontal dimension that increases of 5' at each subsequent floor.
- 154 and 155: Allow approval of the "Driveway and Loading Operations Plans" (DLOP) per Section 155(u) to meet the freight loading requirements of Sections 152.1, 154. And 155.
- 155(r)(2)(JJ): Update reference to point to 329(e)(3)(B).
- 155(u): Require a Passenger Loading Plan, per the MMRP.

- 169.3: Amend the TDM language to require projects that submitted applications before September 4, 2016 to meet 75% of the TDM requirements.
- 249.78(c)(1) and 329(d): Allow “active uses” to only be to a depth of 10 feet from the street (as opposed to the current standard of 25 feet) for 1) micro-retail uses on minor streets, 2) along minor streets as there is a doorway every 25 feet, and 3) at corners for lots less than 50 feet in width
- 249.78(c)(1)(D): Add that hotels are allowed as an active commercial use per 145.4(c).
- 249.78(c)(5)(B): Expand the uses allowed to fulfill the PDR requirements of large office projects to also include nonprofit community services, city-owned public facilities, and Legacy Businesses.
- 263.32, 263.33, 263.34: Clarify that projects that comply with these sections do not need a Conditional Use approval.
- 263.32(b)(1): Clarify that sites that donate land for affordable housing are eligible for this Special Height Exception
- 263.32(c)(3): Clarify that sites that utilize this Special Height Exception to exceed 160 feet are still subject to controls in Section 270 for mid-rise projects and not towers.
- Table 270(h): For Perry Street, make the Base Height “none”.
- 329(d): Add a subsection referencing the ability to grant exceptions for wind per the controls contained in Section 249.78(d)(7).
- 329(d): Add a subsection referencing the ability to grant tower separation exceptions per the controls contained in Section 132.4(d)(3)(B).
- 329(d): Add a subsection enabling exceptions for the freight loading requirements of Sections 154 and 155.
- 329(d): Add a subsection allowing for exceptions for exposure requirements under Section 140.
- 329(e)(2): Add Block 3786 Lot 322 as a Key Site .
- 329(e)(3): Clarify that Key Sites may utilize the exceptions granted in 329(d).
- 329(e)(3)(A): Include donation of land for affordable housing and construction of affordable units as qualified amenity.
- 329(e)(3)(B): Limit certain exceptions to specific Key Development Sites, as discussed in the Key Development Sites Guidelines.
- 406: Include a waiver that allows land dedication of space for and construction of a public park on Block 3777 to count against various fees, including the TSF and Central SoMa Fee (such a waiver already exists for the Eastern Neighborhoods Infrastructure Impact Fees).
- 411A: Provide a \$5/gsf exception from the Transportation Sustainability Fee (TSF) for projects within the Central SoMa SUD (pending the adoption of a \$5/gsf increase by proposed legislation contained in Board File No. 180117).
- 418.7(a): Update SoMa Stabilization Fund to allow funding to accrue from the Central SoMa Community Facilities District.
- 434: Add a Section that describes the purpose, applicability, and requirements of the Central SoMa Mello-Roos Community Facilities District (CFD). This CFD should be applicable to projects that (1) includes new construction or net additions of more than 40,000 gross square feet, (2) the project site includes residential development in Central SoMa Development Tiers B and C and non-residential development in Central SoMa Development Tier C, and (3) the project proposed project is greater, in terms of square footage, than what would have been allowed without the Central SoMa Plan.
- 848: Add a cross-reference in the CMUO table to the residential lot coverage requirements in 249.78.

- Administrative Code 10E.2: Amend the Eastern Neighborhoods CAC to create two CACs - one for the three SoMa Plan Areas (East SoMa, Central SoMa, and Western SoMa) and one for the other three Plan Areas (Mission, Showplace Square/Potrero Hill, and Central Waterfront).

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on May 10, 2018.



Jonas P. Ionin  
Commission Secretary

AYES: Hillis, Melgar, Fong, Johnson, Koppel, Moore, Richards  
NOES: None  
ABSENT: None  
ADOPTED: May 10, 2018





# SAN FRANCISCO PLANNING DEPARTMENT

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## Planning Commission Resolution No. 20186 HEARING DATE MAY 10, 2018

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*Project Name:* Central SoMa Plan – Zoning Map Amendments  
*Record No.:* **2011.1356EMTZU [Board File. No 180185]**  
*Staff Contact:* Steve Wertheim, Principal Planner, Citywide Planning  
(415) 558-6612; [steve.wertheim@sfgov.org](mailto:steve.wertheim@sfgov.org)

RESOLUTION APPROVING AMENDMENTS TO THE SAN FRANCISCO ZONING MAP OF THE PLANNING CODE TO GIVE EFFECT TO THE CENTRAL SOUTH OF MARKET AREA PLAN, AND MAKING FINDINGS OF PUBLIC NECESSITY, CONVENIENCE, AND WELFARE, FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1, AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on February 27, 2018, Mayor Mark Farrell and Supervisor Jane Kim introduced an ordinance for Zoning Map Amendments pursuant to the Central South of Market Plan ("Central SoMa Plan").

WHEREAS, pursuant to Planning Code Section 302(b), on February 27, 2018, the San Francisco Board of Supervisors initiated the aforementioned Zoning Map Amendments.

WHEREAS, on April 10, 2018, Mayor Mark Farrell and Supervisor Jane Kim introduced a substitute ordinance for Zoning Map Amendments pursuant to the Central South of Market Plan ("Central SoMa Plan").

WHEREAS, pursuant to Planning Code Section 302(b), on April 10, 2018, the San Francisco Board of Supervisors initiated the aforementioned Zoning Map Amendments.

WHEREAS, this Resolution adopting and recommending that the Board of Supervisors approve the Zoning Map Amendments is a companion to other legislative approvals relating to the Central SoMa Plan, including recommendations that the Board of Supervisors approve General Plan Amendments, Planning Code and Administrative Code Amendments, and an Implementation Program.

WHEREAS, The Zoning Map Amendments, together with proposed General Plan Amendments, Planning Code and Administrative Code Amendments, and the Implementation Program document, provide a comprehensive set of policies and implementation programming to realize the vision of the Plan. The Planning Commission incorporates by reference the general findings

and overview concerning the Central SoMa Plan as set forth in Planning Commission Resolution No. 20184 governing General Plan Amendments.

WHEREAS, as a means to implement the goals of the General Plan that are specific to the Central SoMa Plan, the Department is proposing Zoning Map Amendments that would generally reclassify areas currently zoned M-1, MUO, RED, SLI, SSO, WSMUG, and one parcel zoned P to the new Central SoMa Mixed Use Office zoning district (CMUO); most of the areas zoned SALI to CMUO, and areas zoned MUR to CMUO and MUG. Areas currently zoned C-3-O, NCT-SoMa, SPD, and the remainder of the P and SALI zoned areas would remain unchanged. These amendments would also add a new Central SoMa Special Use District to the Plan Area and remove the Western SoMa Special Use District from a subset of the Plan Area, and amend certain height limits and bulk districts. These changes correspond to conforming amendments to Sectional Maps ZN01, ZN08, HT01, HT08, SU01, and SU08 of the Zoning Maps of the City and County of San Francisco. A draft ordinance, substantially in the form attached hereto as Exhibit IV.3, approved as to form by the City Attorney's office, reflects these Zoning Map Amendments. A memorandum summarizing revisions made to the Zoning Map Amendments since consideration by the Planning Commission on March 1, 2018 is attached hereto as Exhibit IV.4.

WHEREAS, on May 10, 2018, after a duly noticed public hearing, the Commission reviewed and considered the Final Environmental Impact Report for the Central SoMa Plan ("Final EIR") and found the Final EIR to be adequate, accurate, and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and by Motion No. 20182 certified the Final EIR for the Central SoMa Plan as accurate, complete, and in compliance with CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

WHEREAS, on May 10, 2018, by Resolution No. 20183, the Commission approved CEQA Findings, including a statement of overriding considerations, and adoption of a Mitigation Monitoring and Reporting Program ("MMRP"), under Case No. 2011. 1356E, for approval of the Central SoMa Plan.

WHEREAS, on May 10, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the Zoning Map Amendments.

WHEREAS, Planning Department staff recommends adoption of this Resolution adopting and recommending that the Board of Supervisors approve the Zoning Map Amendments.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed Zoning Map Amendments for the following reasons:

1. The Zoning Map Amendments will help implement the Central SoMa Plan, which will accommodate development capacity for up to 33,000 jobs and 8,300 housing units by removing much of the Plan Area's industrially-protective zoning and increasing height limits on many of the Plan Area's parcels.

2. The Zoning Map Amendments will help implement the Central SoMa Plan, which will maintain the diversity of residents by requiring that more than 33% of new housing units are affordable to low- and moderate-income households, and by requiring that these new units be built in SoMa.
3. The Zoning Map Amendments will help implement the Central SoMa Plan, which will facilitate an economically diversified and lively jobs center by requiring most large sites to be jobs-oriented, by requiring production, distribution, and repair uses in many projects, and by allowing retail, hotels, and entertainment uses in much of the Plan Area.
4. The Zoning Map Amendments will help implement the Central SoMa Plan, which will provide safe and convenient transportation by funding capital projects that will improve conditions for people walking, bicycling, and taking transit.
5. The Zoning Map Amendments will help implement the Central SoMa Plan, which will offer parks and recreational opportunities by funding the improvement of parks and recreation centers in the area and requiring large, non-residential projects to provide publicly-accessible open space.
6. The Zoning Map Amendments will help implement the Central SoMa Plan, which will create an environmentally sustainable and resilient neighborhood by requiring green roofs and use of non-greenhouse gas emitting energy sources. A proposal to include a Mello-Roos Community Facilities District ("CFD") in the Central SoMa Plan is also under consideration. This CFD would provide funding for environmental sustainability and resilience strategies to improve air quality, provide biodiversity, and help manage stormwater. The CFD would also help to create an environmentally sustainable and resilient neighborhood.
7. The Zoning Map Amendments will help implement the Central SoMa Plan, which will preserve and celebrate the neighborhood's cultural heritage by helping to fund the rehabilitation and maintenance of historic buildings. The CFD under consideration for addition to the Central SoMa Plan would provide funding to help preserve the Old Mint and for cultural and social programming for the neighborhood's existing residents and organizations. The CFD would also help to preserve and celebrate the neighborhood's cultural heritage.
8. The Zoning Map Amendments will help implement the Central SoMa Plan, which will ensure that new buildings enhance the character of the neighborhood and the City by implementing design controls that would generally help protect the neighborhood's mid-rise character and street fabric, create a strong street wall, and facilitate innovative yet contextual architecture.

**AND BE IT FURTHER RESOLVED**, that the Commission adopts and incorporates by reference as though fully set forth herein the CEQA Findings set forth in Commission Resolution No. 20183.



**AND BE IT FURTHER RESOLVED**, that the Commission adopts and incorporates by reference as though fully set forth herein the Mitigation Monitoring and Reporting Program, the requirements of which are made conditions of this approval.

**AND BE IT FURTHER RESOLVED**, that the Commission finds that the Zoning Map Amendments are in general conformity with the General Plan as set forth in Planning Commission Resolution No. 20184.

**AND BE IT FURTHER RESOLVED**, that the Commission finds that the Zoning Map Amendments are in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution No. 20184.

**AND BE IT FURTHER RESOLVED**, that the Commission approves the Zoning Map Amendments as reflected in an ordinance approved as to form by the City Attorney attached hereto as Exhibit IV.3, and incorporated herein by reference, and recommends their approval by the Board of Supervisors.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on May 10, 2018.



Jonas P. Ionin  
Commission Secretary

AYES: Hillis, Melgar, Fong, Johnson, Koppel, Moore, Richards

NOES: None

ABSENT: None

ADOPTED: May 10, 2018



# SAN FRANCISCO PLANNING DEPARTMENT

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## Planning Commission Resolution No. 20187 HEARING DATE MAY 10, 2018

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*Project Name:* Central SoMa Plan – Implementation Program  
*Record No.:* **2011.1356EMTZU**  
*Staff Contact:* Steve Wertheim, Principal Planner, Citywide Planning  
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RESOLUTION ADOPTING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE THE IMPLEMENTATION PROGRAM TO GIVE EFFECT TO THE CENTRAL SOUTH OF MARKET AREA PLAN AND MAKING VARIOUS FINDINGS, INCLUDING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1, AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, this Resolution adopting and recommending that the Board of Supervisors approve the Implementation Program is a companion to other legislative approvals relating to the Central SoMa Plan, including recommendations that the Board of Supervisors approve General Plan Amendments, Planning Code and Administrative Code, and Zoning Map Amendments.

WHEREAS, the Implementation Program, together with proposed General Plan Amendments, Planning Code and Administrative Code Amendments, and Zoning Map Amendments, provide a comprehensive set of policies and implementation programming to realize the vision of the Plan. The Planning Commission incorporates by reference the general findings and overview concerning the Central SoMa Plan as set forth in Planning Commission Resolution No. 20184 governing General Plan Amendments.

WHEREAS, the Implementation Program contains several components, each intended to facilitate the Plan's implementation, including:

- (1) an "Implementation Matrix" document conveying how each of the Plan's policies would be implemented, including implementation measures, mechanisms, timelines, and lead agencies;
- (2) a "Public Benefits Program" document containing the Plan's proposed public benefits package, including a description of the range of infrastructure and services that will serve new growth anticipated under the Plan, a summary of how those benefits will be funded, and a description of how this program will be administered and monitored. The revenue allocations shown in the Public Benefits Program are for projection purposes only and represent proportional allocation to the various public improvements based on the revenues projected at



the time of Plan adoption. Actual revenues will vary from these projections based on many factors, including the amount and timing of new development, which cannot be predicted. The Board of Supervisors, with input from the Interagency Plan Implementation Committee and Eastern Neighborhoods Citizens Advisory Committee (or its successor), shall monitor and allocate revenues according to these proportional allocations based on actual revenues over time and the readiness of the various public improvements for expenditure. No improvement project listed in the Public Benefits Program is guaranteed to receive the absolute amounts shown in the Public Benefits Program. Allocations for all projects will be increased or decreased proportionally based on actual revenues received or revised projections over time;

(3) a "Guide to Urban Design" document containing design guidance that is specific to Central SoMa and complements and supplements the requirements of the Planning Code and citywide Urban Design Guidelines;

(4) a "Key Development Sites Guidelines" document that includes greater direction than available in the Planning Code for the development of the Plan Area's large, underutilized development opportunity sites, in an effort to maximize public benefits and design quality; and a "Key Streets Guidelines" document that includes greater policy direction for each of the major streets in the Plan Area.

WHEREAS, the proposed Implementation Program is attached hereto as Exhibit V.3. A memorandum summarizing revisions made to the proposed Implementation Program since consideration by the Planning Commission on March 1, 2018 is attached hereto as Exhibit V.4.

WHEREAS, on May 10, 2018, after a duly noticed public hearing, the Commission reviewed and considered the Final Environmental Impact Report for the Central SoMa Plan ("Final EIR") and found the Final EIR to be adequate, accurate, and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and by Motion No. 20182 certified the Final EIR for the Central SoMa Plan as accurate, complete, and in compliance with CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

WHEREAS, on May 10, 2018, by Resolution No. 20183, the Commission approved CEQA Findings, including a statement of overriding considerations, and adoption of a Mitigation Monitoring and Reporting Program ("MMRP"), under Case No. 2011. 1356E, for approval of the Central SoMa Plan.

WHEREAS, on May 10, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the Implementation Program.

WHEREAS, Planning Department staff recommends adoption of this Resolution adopting and recommending that the Board of Supervisors approve the Implementation Program.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission adopts and incorporates by reference as though fully set forth herein the CEQA Findings set forth in Commission Resolution No. 20183.

**AND BE IT FURTHER RESOLVED**, that the Commission adopts and incorporates by reference as though fully set forth herein the Mitigation Monitoring and Reporting Program, the requirements of which are made conditions of this approval.

**AND BE IT FURTHER RESOLVED**, that the Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed Implementation Program as set forth in Planning Commission Resolution No. 20188.

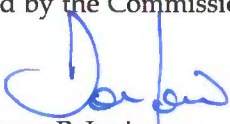
**AND BE IT FURTHER RESOLVED**, that the Commission finds that the proposed Implementation Program is in general conformity with the General Plan as set forth in Planning Commission Resolution No. 20184.

**AND BE IT FURTHER RESOLVED**, that the Commission finds that the proposed Implementation Program is in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution No. 20184.

**AND BE IT FURTHER RESOLVED**, that the Planning Commission finds that the proposed Implementation Program, hereto attached as Exhibit V.3, is necessary to implement the Central SoMa Plan and that the implementation strategies expressed in the document are appropriate based on the Goals, Objectives, and Policies of the Plan.

**AND BE IT FURTHER RESOLVED**, that the Commission recommends that the Board of Supervisors consider the attached Implementation Program as part of its action on legislation related to the Central SoMa Plan.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on May 10, 2018.

  
Jonas P. Ionin  
Commission Secretary

AYES: Hillis, Melgar, Fong, Johnson, Koppel, Moore, Richards

NOES: None

ABSENT: None

ADOPTED: May 10, 2018



# SAN FRANCISCO PLANNING DEPARTMENT

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## Planning Commission Resolution No. 20188 HEARING DATE MAY 10, 2018

*Project Name:* Central SoMa Housing Sustainability District – Planning Code and Business and Tax Regulations Code Amendments  
*Record No.:* 2018-004477PCA  
*Staff Contact:* Paolo Ikezoe, Senior Planner, Citywide Planning  
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RESOLUTION ADOPTING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE SAN FRANCISCO PLANNING CODE AND BUSINESS AND TAX REGULATIONS CODE TO ESTABLISH THE CENTRAL SOUTH OF MARKET HOUSING SUSTAINABILITY DISTRICT, DELEGATING TO PLANNING DEPARTMENT STAFF CERTAIN REVIEW, AND MAKING FINDINGS OF PUBLIC NECESSITY, CONVENIENCE, AND WELFARE, FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1, AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on May 1, 2018, Mayor Mark Farrell and Supervisor Jane Kim introduced an ordinance for Planning Code and Business and Tax Regulations Code Amendments to establish and implement the Central South of Market Housing Sustainability District ("Central SoMa HSD").

WHEREAS, Assembly Bill 73 ("AB 73"), California Government Code Sections 66200 et seq., which took effect January 1, 2018, authorizes local municipalities to designate by ordinance one or more Housing Sustainability Districts ("HSD") to provide a streamlined, ministerial approval process for residential and mixed use developments meeting certain requirements. AB 73 requires local agencies to prepare an Environmental Impact Report ("EIR") to identify and mitigate the environmental impacts of designating an HSD. Projects approved under an HSD ordinance must implement applicable mitigation measures identified in the EIR.

WHEREAS, the Planning Code and Business and Tax Regulation Code Amendments would establish the Central SoMa HSD, which would provide a streamlined, ministerial process for approval by the Planning Department of developments in the Central South of Market Plan Area meeting the requirements of AB 73 and other eligibility criteria, and the Amendments propose to change the requirement to hold a Planning Commission hearing to consider discretionary review of these development proposals, in order to meet the streamlining requirements of AB 73.

WHEREAS, these amendments contain proposals for changes to standards from those currently established by the Planning Code and Business and Tax Regulations Code, including but not



limited to those for review and approval of residential and mixed-use developments and appeals of permit decisions to the Board of Appeals.

WHEREAS, this Resolution adopting and recommending that the Board of Supervisors approve the Planning Code and Business and Tax Regulation Code Amendments is a companion to other legislative approvals relating to the Central South of Market Plan ("Central SoMa Plan"), including recommendations that the Board of Supervisors approve amendments to the General Plan, Planning Code, Administrative Code, and Zoning Map, and an Implementation Program.

WHEREAS, These Planning Code and Business and Tax Regulations Code Amendments, together with the proposed General Plan, Planning Code, Administrative Code, and Zoning Map Amendments and the Implementation Program document, provide a comprehensive set of policies and implementation programming to realize the vision of the Plan. The Planning Code and Business and Tax Regulations Code Amendments help to implement the Central SoMa Plan by streamlining approval of residential and mixed-use development projects meeting certain eligibility criteria and thereby encouraging construction of on-site, permanently affordable housing units in the Plan Area. The Planning Code and Business and Tax Regulations Code Amendments will help the City achieve the Central SoMa Plan's goal of 33% affordable units across all new housing produced in the Plan Area, and may qualify the City for incentive payments from the State of California, which the City may use to provide additional community benefits in Central SoMa. The Planning Commission incorporates by reference the general findings and overview concerning the Central SoMa Plan as set forth in Planning Commission Resolution No. 20184 governing General Plan Amendments.

WHEREAS, the Planning Code governs permitted land uses and planning standards in the City. The Business and Tax Regulations Code provides the legislative basis for, direction to, and limitations on the review, approval, denial, and revocation of permits by executive agencies of the City. Thus, conforming amendments to the Planning Code and Business and Tax Regulations Code are required in order to establish and implement the Central SoMa HSD. An ordinance, attached hereto as Exhibit C, has been drafted in order to make revisions to the Business and Tax Regulations Code and Planning Code necessary to implement the proposed Central SoMa HSD. This ordinance amends Business and Tax Regulations Code Section 8 and 26 and adds Planning Code Section 343 to establish and implement the HSD. The City Attorney's Office has reviewed the draft ordinance and approved it as to form.

WHEREAS, on May 10, 2018, after a duly noticed public hearing, the Commission adopted the General Plan, Planning Code, Administrative Code, and Zoning Map Amendments and the Implementation Program document to give effect to the Central SoMa Plan.

WHEREAS, on May 10, 2018, after a duly noticed public hearing, the Commission reviewed and considered the Final Environmental Impact Report for the Central SoMa Plan ("Final EIR") and found the Final EIR to be adequate, accurate, and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and by Motion No. 20182 certified the Final EIR for the Central SoMa Plan as accurate, complete, and in compliance

with CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Business and Tax Regulation Code.

WHEREAS, on May 10, 2018, by Motion No. 20183, the Commission approved CEQA Findings, including a statement of overriding considerations, and adoption of a Mitigation Monitoring and Reporting Program ("MMRP"), under Case No. 2011.1356E, for approval of the Central SoMa Plan.

WHEREAS, the Final EIR analyzes the creation of a Housing Sustainability District in the Central SoMa Plan Area. The Planning Code and Business and Tax Regulations Code Amendments are within the scope of the Project evaluated in Final EIR.

WHEREAS, the Planning Code and Business and Tax Regulations Code Amendments would require developments approved under the Central SoMa HSD to implement applicable mitigation measures identified in the Final EIR.

WHEREAS, on May 10, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the Planning Code and Business and Tax Regulation Code Amendments.

WHEREAS, Planning Department staff recommends adoption of this Resolution adopting and recommending that the Board of Supervisors approve the Planning Code and Business and Tax Regulation Code Amendments.

**NOW, THEREFORE, BE IT RESOLVED**, that the Commission hereby delegates its authority to the Planning Department to review applications for development eligible for streamlined review as part of under the Central SoMa HSD. The Planning Commission would not hold a public hearing for discretionary review of applications for eligible development under the Central SoMa HSD if the legislation is adopted substantially as proposed.

**AND BE IT FURTHER RESOLVED**, that the Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed Planning Code and Business and Tax Regulation Code Amendments for the following reasons:

1. The Planning Code and Business and Tax Regulation Code Amendments establish and implement the Central SoMa HSD, which will streamline approval of residential and mixed-use development projects that provide at least 10% on-site affordable housing and comply with certain prevailing wage and skilled and trained workforce requirements. The Planning Code and Business and Tax Regulations Code Amendments will help the City achieve the Central SoMa Plan's goal of 33% affordable units across all new housing produced in the Plan Area, and may qualify the City for incentive payments from the State of California, which the City may use to provide additional community benefits in Central SoMa.
2. The Planning Code and Business and Tax Regulations Code Amendments will help implement the Central SoMa Plan, which will accommodate development capacity for up

to 33,000 jobs and 8,300 housing units by removing much of the Plan Area's industrially-protective zoning and increasing height limits on many of the Plan Area's parcels.

3. The Planning Code and Business and Tax Regulations Code Amendments will help implement the Central SoMa Plan, which will maintain the diversity of residents by requiring that more than 33% of new housing units are affordable to low- and moderate-income households, and by requiring that these new units be built in SoMa.
4. The Planning Code and Business and Tax Regulations Code Amendments will help implement the Central SoMa Plan, which will facilitate an economically diversified and lively jobs center by requiring most large sites to be jobs-oriented, by requiring production, distribution, and repair uses in many projects, and by allowing retail, hotels, and entertainment uses in much of the Plan Area.
5. The Planning Code and Business and Tax Regulations Code Amendments will help implement the Central SoMa Plan, which will provide safe and convenient transportation by funding capital projects that will improve conditions for people walking, bicycling, and taking transit.
6. The Planning Code and Business and Tax Regulations Code Amendments will help implement the Central SoMa Plan, which will offer parks and recreational opportunities by funding the construction and improvement of parks and recreation centers in the area and requiring large, non-residential projects to provide publicly-accessible open space.
7. The Planning Code and Business and Tax Regulations Code Amendments will help implement the Central SoMa Plan, which will create an environmentally sustainable and resilient neighborhood by requiring green roofs and use of non-greenhouse gas emitting energy sources. A proposal to include a Mello-Roos Community Facilities District ("CFD") in the Central SoMa Plan is also under consideration. This CFD would provide funding for environmental sustainability and resilience strategies to improve air quality, provide biodiversity, and help manage stormwater. The CFD would also help to create an environmentally sustainable and resilient neighborhood.
8. The Planning Code and Business and Tax Regulations Code Amendments will help implement the Central SoMa Plan, which will preserve and celebrate the neighborhood's cultural heritage by helping to fund the rehabilitation and maintenance of historic buildings. The CFD under consideration for addition to the Central SoMa Plan would provide funding to help preserve the Old Mint and for cultural and social programming for the neighborhood's existing residents and organizations. The CFD would also help to preserve and celebrate the neighborhood's cultural heritage.
9. The Planning Code and Business and Tax Regulations Code Amendments will help implement the Central SoMa Plan, which will ensure that new buildings enhance the character of the neighborhood and the City by implementing design controls that would generally help protect the neighborhood's mid-rise character and street fabric, create a strong street wall, and facilitate innovative yet contextual architecture.



**AND BE IT FURTHER RESOLVED**, that the Commission finds the Planning Code and Business and Tax Regulation Code Amendments are in general conformity with the General Plan, as it is proposed to be amended, as set forth in Planning Commission Resolution No. 20184, and for the following reasons:

**HOUSING ELEMENT:**

**Objective 1**

Identify and make available for development adequate sites to meet the City's housing needs, especially permanently affordable housing.

**Policy 1.1**

Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

*The proposed Ordinance will require 10% of units in any HSD project to be affordable to households of very low or low income. HSD projects subject to San Francisco's Section 415 inclusionary requirements must satisfy this requirement through the on-site option, and then may choose to provide the rest of the requirement on-site (affordable units at AMI levels required in 415) or through payment of the off-site fee option.*

**Policy 1.2**

Focus housing growth and infrastructure necessary to support growth according to community plans. Complete planning underway in key opportunity areas.

**Policy 1.10**

Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

*The proposed Ordinance will accelerate entitlements and require provision of at least 10% on-site affordable housing for eligible projects in the Central SoMa Plan Area. The Central SoMa Plan envisions dense new housing and commercial space in one of the most transit-served areas in the region. Existing regional transit nodes on Market Street and at the 4th and King Caltrain station bookend the Plan Area, and a future Central Subway will connect the neighborhood to the rest of the city and region. The Area Plan also calls for large scale investments in pedestrian and bicycle infrastructure.*

**Objective 2**

Retain existing housing units, and promote safety and maintenance standards, without jeopardizing affordability.

**Policy 2.1**

Discourage the demolition of sound existing housing, unless the demolition results in a net increase in affordable housing.

**Policy 2.2**

Retain existing housing by controlling the merger of residential units, except where a merger clearly creates new family housing.

*The proposed Ordinance will not allow projects to participate in the Central SoMa HSD if they propose demolishing or merging any existing residential units.*

**Objective 3**

Protect the affordability of the existing housing stock, especially rental units.

**Policy 3.1**

Preserve rental units especially rent controlled units, to meet the City's affordable housing needs.

*The proposed Ordinance will not allow projects to participate in the Central SoMa HSD if they propose demolishing or merging any existing residential units, including rental units subject to Rent Control.*

**Objective 4**

Foster a housing stock that meets the needs of all residents across lifecycles.

**Policy 4.4**

Encourage sufficient and suitable rental housing opportunities, emphasizing permanently affordable rental units wherever possible.

*The proposed Ordinance will require 10% of units in any HSD project, whether it consist of rental or ownership units, to be permanently affordable to households of very low or low income.*

**Policy 4.5**

Ensure that new permanently affordable housing is located in all of the city's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels.

*100% affordable housing projects of any height will be eligible to participate in the proposed HSD and receive ministerial approval, if they meet all criteria of Section 343. All mixed income housing projects developed pursuant to the proposed Ordinance will be required to provide 10% of units on-site permanently affordable to very low or low income households.*

**Policy 4.6**

Encourage an equitable distribution of growth according to infrastructure and site capacity.

*The proposed Ordinance encourages new housing growth in the Central SoMa Plan Area. The Central SoMa Area Plan plans for new housing and commercial space, orienting major growth around a major transportation investment, the Central Subway. The Central Subway will add to an already dense transit network, in a neighborhood in close proximity to many jobs, services and activities, allowing new residents and employees of the neighborhood to rely on transit to get around. Additionally, the Plan calls for over \$2 billion in infrastructure investments, including open space, childcare and improved sustainable transportation facilities, to serve current and future residents, employees and visitors.*



Objective 7

Secure funding and resources for permanently affordable housing, including innovative programs that are not solely reliant on traditional mechanisms or capital.

Policy 7.5

Encourage the production of affordable housing through process and zoning accommodations, and prioritize affordable housing in the review and approval process.

*100% affordable housing projects of any height will be eligible to participate in the proposed HSD and receive ministerial approval, if they meet all criteria of Section 343. All mixed income housing projects developed pursuant to the proposed Ordinance will be required to provide 10% of units on-site permanently affordable to very low or low income households.*

Objective 10

Ensure a streamlined, yet thorough, and transparent decision-making process.

Policy 10.1

Create certainty in the development entitlement process, by providing clear community parameters for development and consistent application of these regulations.

*The proposed Ordinance will offer ministerial approval to projects meeting the clear, consistent requirements of proposed Section 343. Ministerial approvals offer an increased degree of certainty in the entitlement process.*

Policy 10.2

Implement planning process improvements to both reduce undue project delays and provide clear information to support community review.

*In addition to offering ministerial approval to qualifying projects, reducing project delay, the proposed Section 343 would require all HSD projects undergo a publicly noticed informational hearing prior to receiving approval. This hearing, which would be held in accordance with the Brown Act, would provide an opportunity for community review of the HSD project.*

Policy 10.3

Use best practices to reduce excessive time or redundancy in local application of CEQA.

Policy 10.4

Support state legislation and programs that promote environmentally favorable projects.

*The proposed Ordinance would implement locally a State Law (AB73) intended to promote environmentally favorable projects, and streamline environmental and entitlement review of such projects.*

Objective 11

Support and respect the diverse and distinct character of San Francisco's neighborhoods.

Policy 11.1

Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility and innovative design, and respects existing neighborhood character.

Policy 11.2

Ensure implementation of accepted design standards in project approvals.

Policy 11.3

Ensure growth is accommodated without substantially and adversely impacting existing residential neighborhood character.

*The proposed Ordinance would require all HSD projects to undergo design review, and comply with all adopted design standards in the Urban Design Guidelines as well as the Central SoMa Plan's Guide to Urban Design.*

Policy 11.7

Respect San Francisco's historic fabric, by preserving landmark buildings and ensuring consistency with historic districts.

*The proposed Ordinance would not allow any project on a parcel containing a building listed in Articles 10 or 11 to participate in the HSD and receive ministerial approvals.*

Objective 12

Balance housing growth with adequate infrastructure that serves the city's growing population.

Policy 12.1

Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

Policy 12.2

Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.

Policy 12.3

Ensure new housing is sustainably supported by the City's public infrastructure.

*The proposed Ordinance encourages new housing growth in the Central SoMa Plan Area. The Central SoMa Area Plan plans for new housing and commercial space, orienting major growth around a major transportation investment, the Central Subway. The Central Subway will add to an already dense transit network, in a neighborhood in close proximity to many jobs, services and activities, allowing new residents and employees of the neighborhood to rely on transit to get around. Additionally, the Plan calls for over \$2 billion in infrastructure investments, including open space, childcare and improved sustainable transportation facilities, to serve current and future residents, employees and visitors.*

Objective 13

Prioritize sustainable development in planning for and constructing new housing.

Policy 13.1

Support “smart” regional growth that locates new housing close to jobs and transit.

*The proposed Ordinance will accelerate entitlements of certain qualifying housing projects in the Central SoMa Plan Area. The zoning proposed in the Central SoMa Plan Area is flexible, allowing housing or commercial space on most properties. Any housing developed in Central SoMa will be in very close proximity to the region’s largest job center – both existing jobs as well as new jobs in commercial buildings enabled by the Plan – and transit.*

Policy 13.2

Promote sustainable land use patterns that integrate housing with transportation in order to increase transit, pedestrian and bicycle mode share.

*The proposed Ordinance will accelerate entitlements of certain qualifying housing projects in the Central SoMa Plan Area. The Central SoMa Plan envisions dense new housing and commercial space in one of the most transit-served areas in the region. Existing regional transit nodes on Market Street and at the 4th and King Caltrain station bookend the Plan Area, and a future Central Subway will connect the neighborhood to the rest of the city and region. The Area Plan also calls for large scale investments in pedestrian and bicycle infrastructure.*

CENTRAL SOMA AREA PLAN:

GOAL 1: INCREASE THE CAPACITY FOR JOBS AND HOUSING

Objective 1.1

INCREASE THE AREA WHERE SPACE FOR JOBS AND HOUSING CAN BE BUILT

Policy 1.1.1

Retain existing zoning that supports capacity for new jobs and housing.

Policy 1.1.2

Replace existing zoning that restricts capacity for development with zoning that supports capacity for new jobs and housing.

*The proposed Ordinance would allow housing projects complying with all zoning controls adopted as part of the Central SoMa Plan the option to participate in the HSD, provided all eligibility criteria of Section 343 are met. The proposed Ordinance would not allow mixed-income projects over 160 feet in height to participate in the HSD, however 100% affordable projects of any height would be potentially eligible to participate in the HSD*

Objective 1.2

INCREASE HOW MUCH SPACE FOR JOBS AND HOUSING CAN BE BUILT

Policy 1.2.1

Increase height limits on parcels, as appropriate.

Policy 1.2.2

Allow physical controls for height, bulk, setbacks, and open space to determine density

*The proposed Ordinance would allow projects meeting all height limits and physical controls set by the Central SoMa Area Plan the option to participate in the HSD, provided all other eligibility criteria of Section 343 are met. The proposed Ordinance would not allow mixed-income projects over 160 feet in height to participate in the HSD, however 100% affordable projects of any height would be potentially eligible to participate in the HSD.*

GOAL 2: MAINTAIN THE DIVERSITY OF RESIDENTS

Objective 2.1

MAINTAIN THE EXISTING STOCK OF HOUSING

Policy 2.1.1

Continue implementing controls that maintains the existing supply of housing.

*The proposed Ordinance will not allow projects to participate in the Central SoMa HSD if they propose demolishing or merging any existing residential units, including rental units subject to Rent Control.*

Objective 2.2

MAINTAIN THE AFFORDABILITY OF THE EXISTING HOUSING STOCK

Policy 2.2.1

Continue implementing controls and strategies that help maintain the existing supply of affordable housing.

*The proposed Ordinance will not allow projects to participate in the Central SoMa HSD if they propose demolishing or merging any existing residential units, including rental units subject to Rent Control.*

Objective 2.3

ENSURE THAT AT LEAST 33 PERCENT OF NEW HOUSING IS AFFORDABLE TO VERY LOW, LOW, AND MODERATE-INCOME HOUSEHOLDS

Policy 2.3.1

Set affordability requirements for new residential development at rates necessary to fulfill this objective.

Policy 2.3.3

Ensure that affordable housing generated by the Central SoMa Plan stays in the neighborhood.

*The proposed Ordinance will require 10% of units in any HSD project to be affordable to households of very low or low income. HSD projects subject to San Francisco's Section 415 inclusionary requirements must satisfy this requirement through the on-site option, and then may choose to provide the rest of the requirement on-site (affordable units at AMI levels required in 415) or through payment of the off-site fee*



*option. 100% affordable housing projects of any height are potentially eligible to participate in the HSD if they meet all other eligibility requirements in Section 343.*

Objective 2.4

SUPPORT HOUSING FOR OTHER HOUSEHOLDS THAT CANNOT AFFORD MARKET RATE HOUSING

Policy 2.4.1

Continue implementing strategies that support the development of “gap” housing.

*The proposed Ordinance will require 10% of units in any HSD project to be affordable to households of very low or low income. HSD projects subject to San Francisco’s Section 415 inclusionary requirements must satisfy this requirement through the on-site option, and then may choose to provide the rest of the requirement on-site (affordable units at AMI levels required in 415) or through payment of the off-site fee option. 100% affordable housing projects of any height are potentially eligible to participate in the HSD if they meet all eligibility requirements in Section 343.*

GOAL 8: ENSURE THAT NEW BUILDINGS ENHANCE THE CHARACTER OF THE NEIGHBORHOOD AND THE CITY

Objective 8.7

ESTABLISH CLEAR RULES FOR DEVELOPMENT

Policy 8.7.1

Whenever possible, delineate via the Planning Code what is allowed and not allowed in new development.

*The proposed Ordinance would allow housing projects complying with all zoning controls adopted as part of the Central SoMa Plan the option to participate in the HSD, provided all eligibility criteria of Section 343 are met.*

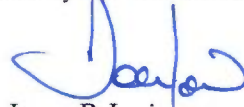
**AND BE IT FURTHER RESOLVED**, that the Commission adopts and incorporates by reference as though fully set forth herein the CEQA Findings set forth in Commission Motion No. 20183.

**AND BE IT FURTHER RESOLVED**, that the Commission adopts and incorporates by reference as though fully set forth herein the Mitigation Monitoring and Reporting Program, the requirements of which are made conditions of this approval.

**AND BE IT FURTHER RESOLVED**, that the Commission finds the Planning Code and Business and Tax Regulation Code Amendments are in general conformity with Planning Code Section 101.1 as set forth in Planning Commission Resolution No. 20184.

**AND BE IT FURTHER RESOLVED**, that the Commission adopts the Planning Code and Business and Tax Regulation Code Amendments as reflected in an ordinance approved as to form by the City Attorney attached hereto as Exhibit C, and incorporated herein by reference, and recommends their approval by the Board of Supervisors.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on May 10, 2018.



Jonas P. Ionin  
Commission Secretary

AYES: Hillis, Fong, Johnson, Koppel, Melgar, Moore, Richards

NOES: None

ABSENT: None

ADOPTED: May 10, 2018

[Business and Tax Regulations, Planning Codes - Central South of Market Housing Sustainability District]

**Ordinance amending the Business and Tax Regulations and Planning Codes to create the Central South of Market Housing Sustainability District (encompassing an area generally bounded on its western portion by Sixth Street, on its eastern portion by Second Street, on its northern portion by the border of the Downtown Plan Area (an irregular border that generally tracks Folsom, Howard, or Stevenson Streets), and on its southern portion by Townsend Street) to provide a streamlined and ministerial approval process for certain housing projects within the District meeting specific labor, on-site affordability, and other requirements; creating an expedited Board of Appeals process for appeals of projects within the District; and making approval findings under the California Environmental Quality Act, findings of public convenience, necessity, and welfare under Planning Code, Section 302, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.**

**NOTE:** **Unchanged Code text and uncoded text** are in plain Arial font.  
**Additions to Codes** are in *single-underline italics Times New Roman font*.  
**Deletions to Codes** are in ~~*strikethrough italics Times New Roman font*~~.  
**Board amendment additions** are in double-underlined Arial font.  
**Board amendment deletions** are in ~~Arial font~~.  
**Asterisks (\* \* \* \*)** indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Environmental and Planning Code Findings.

(a) On \_\_\_\_\_, 2018 after a duly noticed public hearing, the Planning Commission certified the Final Environmental Impact Report (EIR) for the proposed Central SoMa Area Plan (the Project) by Motion No. \_\_\_\_\_, finding the Final EIR reflects

1 the independent judgment and analysis of the City and County of San Francisco, is adequate,  
2 accurate and objective, and contains no significant revisions to the Draft EIR, and the content  
3 of the report and the procedures through which the Final EIR was prepared, publicized, and  
4 reviewed comply with the provisions of the California Environmental Quality Act (CEQA)  
5 (Public Resources Code Sections 21000 et seq.), the CEQA Guidelines (14 Cal. Code Regs.  
6 Sections 15000 et seq.) and Chapter 31 of the Administrative Code. Copies of the Planning  
7 Commission Motion and Final EIR are on file with the Clerk of the Board of Supervisors in File  
8 No. \_\_\_\_\_ and are incorporated herein by reference.

9 (b) The Project evaluated in the Final EIR includes proposed amendments to the  
10 Planning Code, Administrative Code, and Zoning Map, as well as amendments to the General  
11 Plan to adopt the Central South of Market ("Central SoMa") Area Plan and other related  
12 amendments. The proposed Planning Code amendments and Business and Tax Regulations  
13 Code amendments set forth in this ordinance are within the scope of the Project evaluated in  
14 the Final EIR.

15 (c) At the same hearing during which the Planning Commission certified the Final EIR,  
16 the Planning Commission adopted findings under CEQA regarding the Project's  
17 environmental impacts, the disposition of mitigation measures, and project alternatives, as  
18 well as a statement of overriding considerations (CEQA Findings) and adopted a mitigation  
19 monitoring reporting program (MMRP), by Resolution No. \_\_\_\_\_.

20 (d) At the same hearing, the Planning Commission, in Resolution No. \_\_\_\_\_,  
21 recommended the proposed Planning Code amendments for approval and adopted findings  
22 that the actions contemplated in this ordinance creating the Central South of Market Housing  
23 Sustainability District are consistent, on balance, with the City's General Plan and eight  
24 priority policies of Planning Code Section 101.1. The Board adopts these findings as its own.  
25



1 A copy of said Resolution is on file with the Clerk of the Board of Supervisors in File No.  
2 \_\_\_\_\_, and is incorporated herein by reference.

3 (e) Pursuant to Planning Code Section 302, the Board of Supervisors finds that the  
4 Planning Code amendments and Business and Tax Regulations Code amendments will serve  
5 the public necessity, convenience, and welfare for the reasons set forth in Planning  
6 Commission Resolution No. \_\_\_\_\_, and the Board incorporates such reasons herein  
7 by reference.

8 (f) The Board of Supervisors has reviewed and considered the Final EIR and the  
9 environmental documents on file referred to herein. The Board of Supervisors has reviewed  
10 and considered the CEQA Findings, and hereby adopts them as its own and incorporates  
11 them by reference as though such findings were fully set forth herein.

12 (g) The Board of Supervisors adopts the MMRP as a condition of this approval, and  
13 endorses those mitigation measures that are under the jurisdiction of other City Departments,  
14 and recommends for adoption those mitigation measures that are enforceable by agencies  
15 other than City agencies, all as set forth in the CEQA Findings and MMRP.

16 (h) The Board of Supervisors finds that no substantial changes have occurred in the  
17 proposed Project that would require revisions in the Final EIR due to the involvement of new  
18 significant environmental effects or a substantial increase in the severity of previously  
19 identified significant effects; no substantial changes have occurred with respect to the  
20 circumstances under which the proposed Project is to be undertaken that would require major  
21 revisions to the Final EIR due to the involvement of new environmental effects or a substantial  
22 increase in the severity of effects identified in the Final EIR, and no new information of  
23 substantial importance to the proposed Project has become available that indicates that (1)  
24 the Project will have significant effects not discussed in the Final EIR, (2) significant  
25 environmental effects will be substantially more severe, (3) mitigation measures or

1 alternatives found not feasible that would reduce one or more significant effects have become  
2 feasible or (4) mitigation measures or alternatives that are considerably different from those in  
3 the Final EIR would substantially reduce one or more significant effects on the environment.  
4

5 Section 2. The Business and Tax Regulations Code is hereby amended by revising  
6 Sections 8 and 26, to read as follows:  
7

8 **SEC. 8. METHOD OF APPEAL TO THE BOARD OF APPEALS.**

9 (a) Except for variance decisions and permits issued by the Entertainment Commission  
10 or its Director, and as otherwise specified in this Section 8, appeals to the Board of Appeals shall  
11 be taken within 15 days from the making or entry of the order or decision from which the  
12 appeal is taken. Appeals of variance decisions shall be taken within 10 days.

13 (b) Appeals to the Board of Appeals of permit decisions made pursuant to Planning Code  
14 Section 343 shall be taken within 10 days of the permit decision. This subsection (b) shall expire on the  
15 Sunset Date of Planning Code Section 343, as defined in that Section. Upon the expiration of this  
16 subsection, the City Attorney shall cause this subsection to be removed from the Business and Tax  
17 Regulations Code.

18 (c) Appeals of actions taken by the Entertainment Commission or its Director on the  
19 granting, denial, amendment, suspension, or revocation of a permit, or on denial of exceptions  
20 from regulations for an Extended-Hours Premises Permit, shall be taken within 10 days from  
21 the making of the decision. Nothing in this Section 8 is intended to require an appeal to the  
22 Board of Appeals if any provision of Article 15, Article 15.1 (Entertainment Regulations Permit  
23 and License Provisions), or Article 15.2 (Entertainment Regulations for Extended-Hours  
24 Premises) of the Police Code governing these permits otherwise provides.  
25

1            (d) Appeals shall be taken by filing a notice of appeal with the Board of Appeals and  
2 paying to said Board at such time a filing fee as follows:

3            (a1) **Zoning Administrator, Planning Department, Director of Planning,**  
4 **and Planning Commission.**

5            (1A) For each appeal from the Zoning Administrator's variance decision,  
6 the fee shall be \$600.

7            (2B) For each appeal from any order, requirement, decision, or other  
8 determination (other than a variance) made by the Zoning Administrator, the Planning  
9 Department or Commission or the Director of Planning, including an appeal from disapproval  
10 of a permit which results from such an action, the fee shall be \$600.

11            (b2) **Department of Building Inspection.**

12            (1A) For each appeal from a Department of Building Inspection denial,  
13 conditional approval, or granting of a residential hotel or apartment conversion permit, the fee  
14 shall be \$525.

15            (2B) For each appeal from the granting or denial of a building demolition,  
16 or other permit (other than residential hotel conversion), the fee shall be \$175.

17            (3C) For each appeal from the imposition of a penalty only, the fee shall  
18 be \$300.

19            (e3) **Police Department and Entertainment Commission.**

20            (1A) For each appeal from the denial or granting of a permit or license  
21 issued by the Police Department, Entertainment Commission, or the Director of the  
22 Entertainment Commission, to the owner or operator of a business, the fee shall be \$375; for  
23 each such permit or license issued to an individual employed by or working under contract to  
24 a business, the fee shall be \$150.

1                   (2B) For each appeal from the revocation or suspension of a permit or  
2 license by the Police Department, Entertainment Commission, or the Director of the  
3 Entertainment Commission, the fee shall be \$375 for an entity or individual.

4                   (d4) **Department of Public Works.** For each appeal from the decision of the  
5 Director of the Department of Public Works concerning street tree removal by a City agency,  
6 commission, or department, the fee shall be \$100.

7                   (e5) For each appeal from any other order or decision, the fee shall be \$300.

8                   (f6) For requests for rehearing under Section 16 of this Article 1, the fee shall  
9 be \$150.

10                  (g7) For requests for jurisdiction, the fee shall be \$150.

11                  (h8) An exemption from paying the full fee specified in ~~S~~subsections (d)(1)  
12 ~~through (7)(a), (b), (c), (d), (e), (f), and (g)~~ herein may be granted upon the filing under penalty of  
13 perjury of a declaration of indigency on the form provided and approved by the Board. All  
14 agencies of the City and County of San Francisco are exempted from these fees.

15                  (i9) **Additional Requirements.**

16                         (1A) Notice of appeal shall be in such form as may be provided by the  
17 rules of the Board of Appeals.

18                         (2B) On the filing of any appeal, the Board of Appeals shall notify in  
19 writing the department, board, commission, officer or other person from whose action the  
20 appeal is taken of such appeal. On the filing of any appeal concerning a structural addition to  
21 an existing building, the Board of Appeals shall additionally notify in writing the property  
22 owners of buildings immediately adjacent to the subject building.

23                         (3C) Except as otherwise specified in this subsection (d)(9)(C), ~~t~~The Board of  
24 Appeals shall fix the time and place of hearing, which shall be not less than 10 nor more than  
25

1 45 days after the filing of said appeal, and shall act thereon not later than 60 days after such  
2 filing or a reasonable time thereafter.

3 (i) In the case of a permit issued by the Entertainment  
4 Commission or its Director, the Board of Appeals shall set the hearing not less than 15 days  
5 after the filing of said appeal, shall act thereon not more than 30 days after such filing, and  
6 shall not entertain a motion for rehearing.

7 (ii) In the case of a decision on a permit application made pursuant to  
8 Planning Code Section 343, the Board of Appeals shall set the hearing not less than 10 days after the  
9 filing of said appeal, shall act thereon not more than 30 days after such filing, and shall not entertain a  
10 motion for rehearing. This subsection (d)(9)(C)(ii) shall expire on the Sunset Date of Planning Code  
11 Section 343, as defined in that Section. Upon the expiration of this subsection, the City Attorney shall  
12 cause this subsection to be removed from the Business and Tax Regulations Code.

13 (4D) With respect to any decision of the Board of Appeals related to any  
14 "dwelling" in which "protected class members" are likely to reside (each as defined in  
15 Administrative Code Chapter 87), the Board of Appeals shall comply with the requirements of  
16 Administrative Code Chapter 87 which requires, among other things, that the Board of  
17 Appeals not base any decision regarding the development of such units on information which  
18 may be discriminatory to any member of a "protected class."

19 (5E) Pending decision by the Board of Appeals, the action of such  
20 department, board, commission, officer or other person from which an appeal is taken, shall  
21 be suspended, except for: (i) actions of revocation or suspension of permit by the Director of  
22 Public Health when determined by the Director to be an extreme public health hazard; (ii)  
23 actions by the Zoning Administrator or Director of the Department of Building Inspection  
24 stopping work under or suspending an issued permit; (iii) actions of suspension or revocation  
25 by the Entertainment Commission or the Director of the Entertainment Commission when the

1 suspending or revoking authority determines that ongoing operation of the activity during the  
2 appeal to the Board of Appeals would pose a serious threat to public safety; and (iv) actions of  
3 the Director of the Office of Cannabis awarding a Temporary Cannabis Business Permit.

4  
5 **SEC. 26. FACTS TO BE CONSIDERED BY DEPARTMENTS.**

6 (a) Subject to ~~§~~subsection (b)-~~below~~, in the granting or denying of any permit, or the  
7 revoking or the refusing to revoke any permit, the granting or revoking power may take into  
8 consideration the effect of the proposed business or calling upon surrounding property and  
9 upon its residents, and inhabitants thereof; and in granting or denying said permit, or revoking  
10 or refusing to revoke a permit, may exercise its sound discretion as to whether said permit  
11 should be granted, transferred, denied, or revoked.

12 \* \* \* \*

13 (e) Notwithstanding subsection (a), the provisions of Planning Code Section 343 shall govern  
14 actions taken on the granting, denial, amendment, suspension, and revocation of permits regulated  
15 under that Section 343, not the standards set forth in subsection (a) of this Section 26. This subsection  
16 (e) shall become operative upon receipt of preliminary approval of Planning Code Section 343 by the  
17 California Department of Housing and Community Development under California Government Code  
18 Section 66202. This subsection shall expire by the operation of law in accordance with the provisions  
19 of Planning Code Section 343(k). Upon its expiration, the City Attorney shall cause this subsection to  
20 be removed from the Business and Tax Regulations Code.

21  
22  
23 Section 3. The Planning Code is hereby amended by adding Section 343, to read as  
24 follows:

25 **SEC. 343. CENTRAL SOMA HOUSING SUSTAINABILITY DISTRICT.**



1           (a) Purpose. This Section 343 establishes a Housing Sustainability District within the Central  
2           SoMa Plan Area ("Central SoMa Housing Sustainability District" or "Central SoMa HSD") under  
3           California Government Code Sections 66200 et seq. The purpose of the Central SoMa Housing  
4           Sustainability District is to encourage the provision of on-site affordable housing in new residential  
5           and mixed-use projects in Central SoMa by providing a streamlined, ministerial approval process for  
6           such projects. The Central SoMa Plan anticipates that 33% of all new residential units produced  
7           within the Plan Area will be permanently affordable to households of very low, low, or moderate  
8           income. This Section 343 sets forth eligibility criteria, design review standards, and entitlement and  
9           approval procedures for projects seeking approval pursuant to the requirements of the Central SoMa  
10           Housing Sustainability District.

11           (b) Geography. The Central SoMa Housing Sustainability District shall include all parcels  
12           within the Central SoMa Special Use District, which is defined in Section 249.78(b). The entirety of the  
13           Central SoMa Special Use District is an "eligible location," as that term is defined in California  
14           Government Code Section 66200(e).

15           (c) Relationship to Other Planning Code Provisions. Except as otherwise provided in this  
16           Section 343, all provisions of the Planning Code, including Section 249.78, that would be applicable to  
17           projects approved pursuant to this Section 343 shall apply to such projects. In the event of a conflict  
18           between other provisions of the Planning Code and this Section, this Section shall control.

19           (d) Eligibility. Projects seeking approval pursuant to this Section 343 shall meet all of the  
20           following requirements:

21                   (1) The project is located in a zoning district that principally permits residential uses.

22                   (2) The project proposes no less than 50 dwelling units per acre, and no more than 750  
23                   dwelling units per acre.

24                   (3) A majority of the project's gross square footage is designated for residential uses.  
25           All non-residential uses must be principally permitted in the underlying zoning district and any

1 applicable special use district(s), and may not include greater than 24,999 gross square feet of office  
2 space that would be subject to the annual limit on office development set forth in Sections 321 et seq.

3 (4) The project does not exceed a height of 160 feet, except that any project whose  
4 principal use is housing, where all such housing is restricted for a minimum of 55 years as affordable  
5 for "persons and families of low or moderate income," as defined in California Health & Safety Code  
6 Section 50093, shall be deemed to satisfy this subsection (c)(4) regardless of height.

7 (5) If the project sponsor seeks a density bonus pursuant to California Government  
8 Code Section 65915 et seq., the project sponsor demonstrates to the satisfaction of the Planning  
9 Department that the project would not result in a significant shadow impact.

10 (6) The project is not located on a lot containing a structure listed as a designated  
11 landmark pursuant to Article 10 of the Planning Code or a contributory or significant structure  
12 pursuant to Article 11 of the Planning Code.

13 (7) The project provides no less than 10% of its dwelling units as units affordable to  
14 very low or low income families, using one of the following methods:

15 (A) For projects subject to Section 415, by electing to comply with Section 415  
16 by choosing the On-Site Affordable Housing Alternative under Sections 415.5(g)(1)(A) or  
17 415.5(g)(1)(D); or

18 (B) For projects not subject to Section 415, by entering into a regulatory  
19 agreement with the City that contains the terms specified in Section 206.6(f).

20 (8) The project does not demolish, remove, or convert to another use any existing  
21 dwelling unit(s).

22 (9) The project complies with all applicable zoning and any adopted design review  
23 standards.



1                   (10) The project sponsor complies with all Mitigation Measures in the Central SoMa  
2                   Environmental Impact Report (Central SoMa EIR) that the Planning Department determines are  
3                   applicable to the project.

4                   (11) The project sponsor certifies that the project will comply with all applicable  
5                   requirements of California Government Code Section 66201(f)(4).

6                   (12) The project shall comply with Government Code Section 66201(f)(5).

7                   (13) A project is not deemed to be for residential use if it is infeasible for actual use as  
8                   a single or multifamily residence.

9                   (e) Approving Authority. The Planning Department is the approving authority designated to  
10                  review permit applications for compliance with this Section 343.

11                  (f) Application.

12                  (1) Prior to submittal of an application for required approvals from the Planning  
13                  Department, a project sponsor seeking to apply pursuant to this Section 343 shall submit an  
14                  application for a preliminary project assessment (PPA), pursuant to Planning Department procedures.

15                  (2) In addition to any requirements under other provisions of this Code for submittal of  
16                  application materials, an application under this Section 343 shall be submitted to the Department on a  
17                  form prescribed by the Department and shall include at minimum the following materials:

18                         (A) A full plan set, including site plan, elevations, sections, and floor plans,  
19                         showing total number of units, and number of and location of units affordable to very low or low  
20                         income households;

21                         (B) All documentation required by the Department in its response to the project  
22                         sponsor's previously-submitted PPA application;

23                         (C) Documentation sufficient to support determinations that:

24                                 (i) the project meets all applicable zoning and any adopted design  
25                                 review standards;

1 (ii) the project sponsor will implement any and all Mitigation Measures  
2 in the Central SoMa EIR that the Planning Department determines are applicable to the project,  
3 including but not limited to the following:

4 a. An agreement to implement any and all Mitigation Measures  
5 in the Central SoMa EIR that the Planning Department determines are applicable to the project; and

6 b. Scope(s) of work for any studies required as part of any and all  
7 Mitigation Measures in the Central SoMa EIR that the Planning Department determines are applicable  
8 to the project. An application pursuant to this Section 343 shall not be deemed complete until such  
9 studies are completed to the satisfaction of the Environmental Review Officer.

10 (iii) the project sponsor will comply with subsections (d)(10) and (d)(11)  
11 of this Section 343.

12 (g) **Decision and Hearing.** The Department shall exercise ministerial approval of projects that  
13 meet all the requirements in this Section 343. Section 329 of this Code shall not apply to projects that  
14 are approved pursuant to this Section 343.

15 (1) **Hearing.** The Planning Department shall conduct an informational public hearing  
16 for all projects that are subject to this Section 343 within 100 days of receipt of a complete application,  
17 as defined in subsection (f).

18 (2) **Decision.** Within 120 days of receipt of a complete application, as defined in  
19 subsection (f), the Planning Director or the Director's designee shall issue a written decision  
20 approving, disapproving, or approving subject to conditions, the project. The applicant and the  
21 Department may mutually agree to extend this 120-day period. If no written decision is issued within  
22 120 days of the Department's receipt of a complete application, or within the period mutually agreed  
23 upon by the Department and applicant, the project shall be deemed approved. The Planning Director  
24 or the Director's designee shall include any certifications required by California Government Code  
25 Section 66205(e) in a copy of the written decision.

1                   (3) Grounds for Permit Denial. The Department may deny a Central SoMa HSD  
2 project application only for one or more of the following reasons:

3                   (A) The proposed project does not fully comply with this Section 343, including  
4 but not limited to meeting all adopted design review standards and demonstrating compliance with all  
5 applicable Mitigation Measures in the Central SoMa EIR that the Department determines are  
6 applicable to the project.

7                   (B) The project sponsor has not submitted all of the information or paid any  
8 application fee required by this Section 343 and necessary for an adequate and timely design review or  
9 assessment of potential impacts on neighboring properties.

10                   (C) The Department determines, based upon substantial evidence in light of the  
11 whole record of the public hearing on the project, that a physical condition on the site of development  
12 that was not known and could not have been discovered with reasonable investigation at the time the  
13 application was submitted would have a specific adverse impact upon the public health or safety and  
14 that there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. As used  
15 in this subsection (g)(3)(C), "specific adverse impact" means a significant, quantifiable, direct, and  
16 unavoidable impact based on identified objective written public health or safety standards, policies, or  
17 conditions, as in existence at the time the application is deemed complete.

18                   (4) Appeal. The procedures for appeal to the Board of Appeals of a decision by the  
19 Department under this Section 343 shall be as set forth in Section 8 of the Business and Tax  
20 Regulations Code.

21                   (5) Discretionary Review. No requests for discretionary review shall be accepted by  
22 the Planning Department or heard by the Planning Commission or Board of Appeals for projects  
23 subject to this Section 343.

24                   (6) Progress Requirement. The project sponsor of any project approved pursuant to  
25 this Section 343 shall obtain the first site or building permit for the project from the Department of

1 Building Inspection within 36 months of the Department's issuance of a written decision pursuant to  
2 subsection (g)(2) of this Section 343. If the project sponsor has not obtained the first site or building  
3 permit from the Department of Building Inspection within 36 months, then as soon as is feasible after  
4 36 months has elapsed, the Planning Director shall hold a hearing requiring the project sponsor to  
5 report on the status of the project, to determine whether the project sponsor has demonstrated good  
6 faith in its effort to obtain the first site or building permit for the project. If the Planning Director finds  
7 that the project sponsor has not demonstrated good faith in its efforts to obtain the first site or building  
8 permit for the project, the Planning Director shall revoke the approvals for the project. Factors in  
9 determining whether the project sponsor has demonstrated good faith in its efforts include, but are not  
10 limited to, whether any delays are the result of conditions outside the control of the project sponsor and  
11 whether changes in the financing of the project are necessary in order for construction to proceed.

12 (h) **Design Review Standards.** Projects subject to this Section 343 shall be reviewed for  
13 compliance with the design standards set forth in the San Francisco Urban Design Guidelines and the  
14 Central SoMa Plan's Guide to Urban Design, which are on file with the Planning Department, as  
15 approved by the California Department of Housing and Community Development.

16 (i) **District Affordability Requirement.** At the request of the California Department of Housing  
17 and Community Development, the Planning Department shall demonstrate that at least 20% of the  
18 residential units constructed in the Central SoMa Housing Sustainability District during the life of the  
19 District and pursuant to this Section 343 will be affordable to very low, low-, and moderate-income  
20 households and subject to a recorded affordability restriction for at least 55 years.

21 (j) **Monitoring and Enforcement.** The Planning Department shall include, as conditions of  
22 approval of all projects approved pursuant to this Section 343, monitoring and enforcement provisions  
23 to ensure that the project meets all labor and wage requirements and complies with all identified  
24 applicable mitigation measures. Projects found to be in violation of any of these conditions shall be  
25 subject to the Administrative Enforcement Procedures in Section 176.1 of this Code, including

1 initiation of abatement proceedings or referral to the City Attorney or District Attorney for prosecution,  
2 if not corrected within 90 days of service of any notice of violation issued under Section 176.1(c).

3 Conditions of approval shall include, but are not limited to:

4 (1) A project sponsor shall submit weekly reports to the Office of Labor Standards  
5 Enforcement, certifying that a project approved pursuant to this Section 343 is complying with  
6 subsections (d)(11) and (d)(12), if applicable to the project. Projects found to be in violation of  
7 subsections (d)(11) and (d)(12) shall be subject to penalties pursuant to Section 1741 of the Labor  
8 Code, in addition to any penalties assessed pursuant to Section 176.1 of this Code. All penalties shall  
9 be paid prior to issuance of the project's First Certificate of Occupancy.

10 (2) The Planning Department shall monitor compliance with Central SoMa EIR  
11 Mitigation Measures.

12 (3) The Planning Department shall monitor and report the construction of affordable  
13 housing units under the Central SoMa Housing Sustainability District in its annual Housing Inventory,  
14 which shall include the following information:

15 (A) Number of projects approved pursuant to this Section 343.

16 (B) Number of projects under construction pursuant to approvals obtained  
17 under this Section 343.

18 (C) Number of projects completed pursuant to approvals obtained under this  
19 Section 343.

20 (D) Number of dwelling units within projects completed pursuant to approvals  
21 obtained under this Section 343.

22 (E) Number of dwelling units affordable to very low, low, moderate, and middle  
23 income households within projects completed pursuant to approvals obtained under this Section 343.

24 (k) Operative and Sunset Dates.



1                   (1) This Section 343 shall become operative upon receipt of preliminary approval by  
2 the California Department of Housing and Community Development under California Government  
3 Code Section 66202 ("Operative Date").

4                   (2) This Section 343 shall expire by operation of law seven years from the Operative  
5 Date, unless this Section 343 is renewed by ordinance pursuant to Government Code Section 66201(g),  
6 in which case this Section 343 shall expire on the date specified in that ordinance ("Sunset Date").

7                   (3) Upon the expiration of this Section 343, the City Attorney shall cause this Section  
8 343 to be removed from the Planning Code. Pursuant to Government Code Section 66205(b), this  
9 Section 343 shall govern the processing and review of any complete application submitted pursuant to  
10 this Section 343 prior to the Sunset Date.

11  
12                   Section 4. Effective Date; Operative Date.

13                   (a) This ordinance shall become effective 30 days after enactment. Enactment occurs  
14 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not  
15 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the  
16 Mayor's veto of the ordinance.

17                   (b) Consistent with Section 343(k)(1) of the Planning Code, this ordinance in its  
18 entirety shall become operative upon receipt of preliminary approval by the California  
19 Department of Housing and Community Development under California Government Code  
20 Section 66202.

21  
22                   Section 5. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
23 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
24 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
25 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment

1 additions, and Board amendment deletions in accordance with the "Note" that appears under  
2 the official title of the ordinance.

3  
4 APPROVED AS TO FORM:  
5 DENNIS J. HERRERA, City Attorney

6 By:



7 PETER R. MILJANICH  
8 Deputy City Attorney

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# EXHIBIT B





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By Email and Overnight Mail

May 9, 2018

Commission President Rich Hillis  
Planning Commissioners  
c/o Jonas P. Ionin, Commission Secretary  
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RE: Central SoMa Plan DEIR SCH NO. 2013042070

Dear President Hillis, Planning Commissioners, and Commission Secretary Ionin:

I am writing on behalf of the Central SoMa Neighbors (CSN) concerning the environmental impact report ("EIR") prepared for the Central SoMa Plan ("Project" or "Plan"). (EIR SCH NO. 2013042070). CSN has presented extensive written comments on the Central SoMa Plan and the Environmental Impact Report prepared for the Plan. Unfortunately, the Final EIR ("FEIR") fails to respond adequately to our comments and the EIR remains woefully inadequate. We therefore request that the City prepare a Recirculated Draft EIR ("RDEIR") to respond to our comments and to properly analyze and mitigate the Project's significant impacts.

## **I. BACKGROUND.**

The Central SoMa plan presents the City with a once in a generation opportunity to remake an entire neighborhood. It is universally accepted that the City is in dire need of housing for all income levels. The City's "jobs-housing" balance is severely out of balance. The City has far more jobs than housing, which creates extreme pressures on the limited housing supply, forcing housing prices up, contributing to displacement and homelessness and fueling gentrification. Central SoMa presents a unique opportunity to create new housing to address the City's extreme housing shortage and to create a livable, family-friendly, pedestrian neighborhood.

Unfortunately, the Central SoMa Plan only makes matters worse. The Plan essentially creates a second Financial District South of Market, creating 63,600 new jobs, but only 14,500 new housing units. (DEIR, pp. IV-6, IV-5)<sup>1</sup>. In other words, the Plan creates 50,000 more jobs than housing units (more than four times more jobs than housing). This only exacerbates the City's jobs-housing imbalance, which will result in even greater demand for limited housing, higher housing prices, more displacement, and more gentrification. Clearly, the City should go back to the drawing board.

Fortunately, the City already has a plan that addresses these issues. Until 2016, the City staff supported the Mid-Rise Alternative rather than the current High-Rise Alternative (called the Reduced Height Alternative in the EIR). The Mid-Rise Alternative is superior to the High-Rise Alternative in almost every respect. It will create a family-friendly environment with access to light and air. It will create less traffic congestion, and therefore less air pollution and related health effects, and less traffic-related pedestrian injuries. It will allow tall buildings, but clustered near BART on the north side and CalTrain on the south side of the neighborhood, thereby encouraging use of public transportation. The Mid-Rise Alternative would reduce greenhouse gas (GHG) impacts since recent research shows that mid-rise buildings are generally more energy efficient than high-rise. By contrast, the High-Rise alternative includes extremely tall buildings (350 feet) on Harrison Street, between Second and Third Streets, which is not close to the CalTrain or BART stations, but is close to the Bay Bridge freeway ramps – thereby encouraging automobile commuting rather than public transit. This contradicts the Plan itself, which “would seek to retain the character of the mid-rise district, limiting the presence of high-rises to areas near transit stations.” (DEIR, p. IV.B-34).

The Mid-Rise Alternative allows for almost as much growth as the High-Rise Alternative. The Mid-Rise Alternative would allow about 90% of the growth of the High-Rise Alternative, but with a better jobs-housing balance (DEIR p. VI-2, VI-16, IV-6), while maintaining the character of Central SoMa as a mid-rise community with access to light and air, avoiding wind-tunnels, and promoting a more family-friendly environment.

CSN agrees entirely with the opinions set forth by City Planning Staff in 2013 in the Central Corridor Plan. **“The predominant character of SoMa as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk.”** The Mid-Rise Alternative creates an urban neighborhood “that has a pleasing, but not overwhelming sense of enclosure and intimacy.” The Mid-Rise Alternative achieves almost all of the housing and job growth, while maintaining a family-friendly, livable neighborhood. We urge the Planning Commission to direct staff to revise the EIR to select the Mid-Rise (Reduced Height Alternative) as the environmentally

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<sup>1</sup> The Planning Commission Staff Report for the May 10, 2018 meeting states that the Plan will create 33,000 jobs and 8,300 housing units (Staff Rept., p. 3), but this statement is inconsistent with the EIR. Even if correct, the Plan clearly four times more jobs than housing, thereby creating the roughly same jobs-housing imbalance.

preferred alternative, consistent with the staff opinions set forth in the Central Corridor Plan only three short years ago.

In the alternative, CSN requests that the City consider an alternative that would modify the proposed Plan to eliminate the proposed changes that would allow extremely tall buildings in the block bounded by I-80 and Folsom and Second and Third Streets (including the tallest buildings on Harrison that go up to 350 feet). These buildings are inconsistent with the Plan's own goals to limit taller buildings to areas near BART and CalTrain. These properties are close to neither BART nor CalTrain, but are at the foot of the Bay Bridge access ramps. Development would therefore encourage automobile usage, not public transit, violating the fundamental Project goals. These properties should be limited to no more than 130 feet, which would still allow for substantial development on the properties, but maintain the mid-rise character of the neighborhood.

## **II. LEGAL STANDARD.**

The lead agency must evaluate comments on the draft EIR and prepare written responses in the final EIR. (PRC §21091(d)) The FEIR must include a "detailed" written response to all "significant environmental issues" raised by commenters. As the court stated in *City of Long Beach v. LA USD* (2009) 176 Cal.App.4th 889, 904:

The requirement of a detailed written response to comments helps to ensure that the lead agency will fully consider the environmental consequences of a decision before it is made, that the decision is well informed and open to public scrutiny, and that public participation in the environmental review process is meaningful.

The FEIR's responses to comments must be detailed and must provide a reasoned, good faith analysis. (14 CCR §15088(c)) Failure to provide a substantive response to comment render the EIR legally inadequate. (*Rural Land Owners Assoc. v. City Council* (1983) 143 Cal.App.3d 1013, 1020).

The responses to comments on a draft EIR must state reasons for rejecting suggested mitigation measures and comments on significant environmental issues. "Conclusory statements unsupported by factual information" are not an adequate response. (14 CCR §15088(b, c); *Cleary v. County of Stanislaus* (1981) 118 Cal.App.3d 348) The need for substantive, detailed response is particularly appropriate when comments have been raised by experts or other agencies. (*Berkeley Keep Jets v. Bd. of Port Comm'rs* (2001) 91 Cal.App.4th 1344, 1367; *People v. Kern* (1976) 72 Cal.App.3d 761) A reasoned analysis of the issue and references to supporting evidence are required for substantive comments raised. (*Calif. Oak Found. v. Santa Clarita* (2005) 133 Cal.App.4th 1219).

The FEIR abjectly fails to meet these legal standards, as it is riddled with conclusory statements lacking any factual support or analysis. The FEIR fails to respond

substantively to the extensive expert comment submitted on the DEIR. As such, we repeat and incorporate all of our prior comments herein by reference.

### **III. ANALYSIS.**

#### **A. The City May Not Apply AB 73 Unless it Prepares a New EIR.**

For the first time in the Final EIR, the City states that it intends to invoke recently adopted AB 73. (Pub. Res. Code § 21155.10, et seq.; Gov. Code § 65582.1, et seq.). AB 73 allows the City to declare the area a “Housing Sustainability District.” Subsequent projects that meet certain requirements, will then be allowed to proceed without project-level CEQA review. We urge the City to reject reliance on AB 73.

First, The EIR for the Plan relies heavily on a promise to conduct project-level CEQA review to mitigate specific project-level environmental impacts. For example, the Final EIR acknowledges that the Plan will have significant impacts on air quality, but states that individual projects will mitigate air impacts through project level CEQA review. (RTC-205). Similarly, the Final EIR claims that inconsistencies with the General Plan will be addressed in project specific EIRs. (RTC-99). The EIR relies on project-level CEQA review to address shadow impacts. (RTC-233). However, if the City relies on AB 73, there will be no project-level EIRs and these significant impacts will not be mitigated. Thus, reliance on AB 73 at this time will render the EIR legally inadequate.

Second, AB 73 does not allow reliance on the law unless the City first conducts a full EIR to consider the impacts of AB 73. Pub. Res. Code section 21155.10 states:

A lead agency shall prepare an environmental impact report when designating a housing sustainability district pursuant to Section 66201 of the Government Code to identify and mitigate, to the extent feasible, environmental impacts resulting from the designation. The environmental impact report shall identify mitigation measures that may be undertaken by housing projects in the housing sustainability district to mitigate the environmental impacts identified by the environmental impact report.

The City has prepared no such EIR and therefore may not invoke AB 73. The EIR nowhere analyzes the “impact from the designation” under AB 73. The City may contend that the Central SoMa EIR is the EIR required by AB 73, but this would be incorrect. The Central SoMa EIR nowhere analyzes the impacts of reliance upon AB 73 itself, which is the requirement of the law.

The Central SoMa EIR did not even mention AB 73 until the Final EIR. Since AB 73 was not mentioned in the Draft EIR, there was no public comment, response to comments, or discussion on the impacts of reliance on AB 73. The reliance on AB 73 is clearly “significant new information” that requires recirculation of the draft EIR. The reliance on AB 73 renders the Draft EIR fundamentally inadequate since it did not consider AB 73 at

all, and repeatedly relied on project-level CEQA review to mitigate project-level impacts – review that will no longer occur if the City invokes AB 73.

Where the agency adds “significant new information” to an EIR prior to final EIR certification, the lead agency must issue new notice and must recirculate the revised EIR for additional commentary and consultation. The court has explained that after significant changes to an EIR, the revised environmental document must be subjected to the same “critical evaluation that occurs in the draft stage,” so that the public is not denied “an opportunity to test, assess, and evaluate the data and make an informed judgment as to the validity of the conclusion to be drawn therefrom.” (*Save Our Peninsula Committee v. Monterey County Bd. of Supervisors* (2001) 87 Cal.App.4th 99, 131; *Pres. Action Council v. City of San Jose* (2006) 141 Cal. App. 4th 1336, 1357–58). Pursuant to CEQA Guidelines Sections 15087 and 15086, the lead agency must publish a new “notice of availability” and must consult with all responsible agencies, trust agencies, and other agencies and governmental bodies with authority over the resources at issue in the project. The agency should also assume that all other notice and consultation requirements required for DEIRs apply as well.

CEQA Guidelines Section 15088.5 sets the standard for requiring recirculation prior to certification of an EIR. Recirculation of an EIR is required when “significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification [of the Final EIR].” New information added to an EIR is significant when “the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project’s proponents have declined to implement.” The Guidelines require recirculation when:

- (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project’s proponents decline to adopt it.
- (4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (*Mountain Lion Coalition v. Fish and Game Com.* (1989) 214 Cal.App.3d 1043)

The California Supreme Court has stated that:

the addition of new information to an EIR after the close of the public comment period is not “significant” unless the EIR is changed in a way that (i) deprives the public of a meaningful opportunity to comment upon a substantial adverse

environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement.

*Laurel Heights Improvement Assn. v. Regents of University of California* (1993) 6 Cal.4th 1112, 1129. Among the codified exceptions to this rule is where the draft EIR is so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded:

(a) A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation include, for example, a disclosure showing that:

...

(4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (*Mountain Lion Coalition v. Fish and Game Com.* (1989) 214 Cal.App.3d 1043.)

(CEQA Guidelines § 15088.5(a), (a)(4).)

In this case, the DEIR was "so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded." The public could not meaningfully comment on AB 73 because the DEIR plainly stated that there would be project-level CEQA review to mitigate project-level impacts, and never mentioned AB 73.

In *Mountain Lion Coalition v. Fish & Game Com.* (1989) 214 Cal.App.3d 1043 ("MLC"), the court required recirculation of an FEIR that failed to contain a cumulative impacts analysis for which the trial court had issued a writ of mandate. The case arose from a challenge to Fish and Game's environmental impact document ("EID") to reinstate a mountain lion hunting season in 1987. Environmental groups challenged that the EID did not adequately analyze cumulative impacts. The trial court agreed, and issued a peremptory writ, suspending the hunting season until the cumulative impacts analysis was complete. In 1988, Fish and Game produced a second EID and a final EID for the subsequent hunting season, but did not include a cumulative impacts report, as required by the trial court. Here, the appellate court found that this violated the spirit of CEQA,

because the draft EID overlooked the significant environmental issues that had been brought to appellants' attention through the 1987 commentary process and the writ of mandate. *Id.* at 1051. With regard to the failure to include this information in the final EID, however, the court further noted that:

The cumulative impact analysis contained in the final EID has never been subjected to public review and criticism. If we were to allow the deficient analysis in the draft EID to be bolstered by a document that was never circulated for public comment, we would not only be allowing appellants to follow a procedure which deviated substantially from the terms of the writ [of mandate issued by the trial court], but we would be subverting the important public purposes of CEQA. Only at the stage when the draft EID is circulated can the public and outside agencies have the opportunity to analyze a proposal and submit comment. No such right exists upon issuance of a final EID unless the project is substantially modified or new information becomes available. (See Cal.Code Regs., tit. 14, § 15162.) To evaluate the draft EID in conjunction with the final EID in this case would only countenance the practice of releasing a report for public consumption that hedges on important environmental issues while deferring a more detailed analysis to the final EID that is insulated from public review.

*Id.* at 1052.

Similarly, in *Friends of the Old Trees v. Department of Forestry & Fire Protection* (1997) 52 Cal.App.4th 1383, 1402, the court stated:

In pursuing an approach that "releases a report for public consumption that hedges on important environmental considerations while deferring a more detailed analysis to [a report] that is insulated from public review" the Department pursued a path condemned as inconsistent with the purpose of CEQA in this division's opinion in *Mountain Lion Coalition v. California Fish & Game Com.* (1989) 214 Cal.App.3d 1043, 1052. Certainly, the Department cannot expect the public's access to information after-the-fact to substitute for the opportunity to influence the Department's decisions before they are made.

As in the *Mountain Lion* case, by placing AB 73 in the FEIR, the issue has "never been subjected to public review and criticism." There is no right for the public to comment on the FEIR, and no duty of the City to respond to comments on the FEIR. The City has "insulated the project from public review" by unveiling it for the first time in the FEIR. As such, the City has subverted the procedures required by CEQA and deprived the public of any meaningful opportunity to review and comment upon the project proposed to be adopted.

The City simply may not invoke AB 73 unless it conducts a new CEQA process, including a draft EIR analyzing the impacts of AB 73 and the avoidance of project-level CEQA review.

**B. The Project will Increase VMT. Traffic Impact Analysis is Inadequate. The Project will Have Highly Significant Traffic Impacts.**

In our comments on the Draft EIR, Traffic Engineer Daniel Smith, PE, pointed out that the Plan will actually increase vehicle miles travelled ("VMT"). As a result, the City may not rely on SB 743 to conclude that traffic impacts are less than significant and must instead conduct a standard level of service ("LOS") traffic analysis. Under the LOS analysis, it is clear that the Plan will have highly significant traffic impacts, causing gridlock throughout the Central SoMa area.

In response to comments, the Final EIR admits that the Plan increases VMT per employee ("VMT per capita of 6.8 without the Plan and 7.1 with the Plan for 2040"), but claims this is "within the general margin of error." (RTC-141-142).

The City's position ignores the plain language of the statute. SB 743 contains no "margin of error." The plain fact is that even by the City's own calculation, the Plan will increase, not decrease VMT. Therefore SB 743 simply does not apply. The City's response to comments is plainly inadequate.

In the attached comment letter, Mr. Smith explains how the City fails to respond adequately to most of his comments on traffic. (Exhibit A). Since Mr. Smith is a certified traffic engineer, his comments demand a substantive response. The FEIR fails to meet the legal requirements.

Furthermore, Mr. Smith points out that the EIR wholly fails to analyze the impacts of ride-hailing services such as Uber and Lyft. The EIR assumes that nobody will take Uber/Lyft at all. This is preposterous. It is well-documented that Uber/Lyft account for approximately 20% of traffic in the Central SoMa area. The City may not ignore this traffic entirely. The EIR's exclusion of Uber/Lyft renders the document patently inadequate and misleading.

The FEIR admits that the DEIR does not consider ride hailing. The FEIR claims that there is inadequate data to allow analysis. (RTC-152). But then the FEIR contradicts itself by admitting the existence of several studies. The San Francisco County Transportation Authority in the study, TNCs Today, calculated that there are 220,000 ride-hailing trips made daily in San Francisco, representing 20% of VMT. (RTC-153). A study by University of California at Davis calculated that 24% of adults use TNCs weekly or daily. (RTC-153). The FEIR admits that ride-hailing "could result in some increase in VMT per capita." (RTC-154). Clearly, TNCs will increase VMT. VMT already increases due to the Project. Therefore VMT will increase even more than projected. Therefore the City cannot rely on SB 743 to ignore traffic impacts, and a traffic analysis and mitigation is required.



The City's legal position has been rejected in a similar context in the *Berkeley Jets* case. *Berkeley Keep Jets Over the Bay v. Bd. of Port Comm'rs* (2001) 91 Cal. App. 4th 1344, 1365. Although the facts are different, the legal issue is the same. In that case the Port of Oakland said that they did not have the ability to calculate VOC (toxic chemical) impacts on human health and therefore did not need to include analysis in the EIR. The Court of Appeal roundly rejected that argument, stating that if the agency did not have the in-house ability to conduct the analysis, then it needed to hire outside experts. See discussion starting at page 1365 of the attached decision:

"However, once again the EIR concluded that, "as there are no standards of significance for mobile-source TAC emissions, the significance of this impact after mitigation is unknown."...

Voluminous documentary evidence was submitted to the Port supporting the assertion that an approved and standardized protocol did exist which would enable the Port to conduct a health risk assessment. For instance, the Port was cited to eight studies performed by the EPA on TAC emissions from mobile sources, including an EPA study of TAC emissions generated from aircraft and related vehicular sources at Midway Airport in southwest Chicago....

The fact that a single methodology does not currently exist that would provide the Port with a precise, or "universally accepted," quantification of the human health risk [\*\*\*54] from TAC exposure does not excuse the preparation of any health risk assessment--it requires the Port to do the necessary work to educate itself about the different methodologies that are available. The Guidelines recognize that "drafting an EIR . . . involves some degree of forecasting. While foreseeing the unforeseeable is not possible, an agency must use its best efforts to find out and disclose all that it reasonably can." (Guidelines, § 15144, italics added.) "If, after thorough investigation, a lead agency finds that a particular impact is too speculative for evaluation, the [\*1371] agency should note its conclusion and terminate discussion of the impact." (Guidelines, § 15145, italics added.)

We also find unpersuasive the Port's argument that the absence of a health risk assessment can be excused because the Port Commissioners, in approving the EIR, found that the effect of TAC's would be significant but that overriding considerations warranted proceeding with the project anyway. This approach has the process exactly backward and allows the lead agency to travel the legally impermissible easy road to CEQA compliance. [\*\*\*55] Before one brings about a potentially significant and irreversible change to the environment, an EIR must be prepared that sufficiently explores the significant environmental effects created by the project. The EIR's approach of simply labeling the effect "significant" without accompanying analysis of the project's impact on the health of the Airport's employees and nearby residents is inadequate to meet the environmental assessment requirements of CEQA.

In summary, the defects disclosed by the record in the EIR's treatment of TAC's are substantial. The Port's response fell far short of the "good faith reasoned analysis" mandated by CEQA for responding to significant conflicting information generated by the public. (*Laurel Heights II*, *supra*, 6 Cal. 4th at p. 1124; *Cleary v. County of Stanislaus*, *supra*, 118 Cal. App. 3d at p. 358.) Much information of vital interest to the decision makers and to the public pertaining to toxic air contamination was simply omitted. In other instances, the information provided was either incomplete or misleading. The dispute in this regard goes beyond a disagreement of qualified experts over the reasoned conclusions as to [\*\*\*56] what the data reveals. The EIR failed to acknowledge the opinions of responsible agencies and experts who cast substantial doubt on the adequacy of the EIR's analysis of this subject. The conclusory and evasive nature of the response to comments is pervasive, with the EIR failing to support its many conclusory statements by scientific or objective data. These violations of CEQA constitute an abuse of discretion. The Port must meaningfully attempt to quantify the amount of mobile-source emissions that would be emitted from normal operations conducted as part of the ADP, and whether these emissions will result in any significant health impacts. [\*\*619] If so, the EIR must discuss what mitigation measures are necessary to ensure the project's conformance with all applicable laws, ordinances, standards, and regulations related to public health protection."

Similarly, although there may be no standard methodology to analyze the impacts of ride-hailing services, there is ample data on the services clearly showing that they are major contributors to traffic congestion. Ride-hailing services represent about 20% of traffic in the Central SoMa area. In addition VMT is higher for ride-hailing services than for private vehicles since they "drive around" in between rides, creating VMT that would not otherwise exist. The City is required to make a good faith effort to analyze the impacts of ride-hailing services which will clearly increase traffic congestion and increase VMT. The failure of the EIR to analyze ride-hailing impacts render the EIR inadequate.

### **C. The EIR Improperly Analyzes the Project's Shadow Impacts.**

The DEIR erroneously conducted its shadow analysis assuming a 300 foot building for One Vassar at Harrison east of Fourth St. When corrected to 350 feet, it results in more shadow at the POPOS at 303 Second Street. (FEIR RTC 78-9) The FEIR admits for the heavily used POPOS at 303 Second Street, "new shading could cover most of the plaza, especially between approximately noon and 2 p.m." (RTC-233). This is a significant new impact not disclosed in the DEIR. Therefore, as discussed above, a recirculated DEIR is required.

City improperly states that shadow impact to POPOS are not significant, stating that the only significant impacts under CEQA are shadows on parks under the control of San Francisco Recreation and Parks Department. City Planning Department's own Policy document states the opposite. (See also RTC-230).

The Planning Department's own 2014 memorandum regarding shadow analyses ("Memorandum") acknowledges that the need shadow analysis under CEQA can arise even where the land impacted would not require a shadow analysis under Planning Code Section 295. See, "Shadow Analysis Procedures and Scope Requirements," Memorandum from SF Planning Department to Planning Department Staff (July 2014), attached hereto as Exhibit B. The Memorandum states: "there are two circumstances which could trigger the need for a shadow analysis":

- (1) If the proposed project would be over 40 feet tall, and could potentially cast new shadow on a property under the jurisdiction of the Recreation and Park Department, per San Francisco Planning Code Section 295; and/or
- (2) If the proposed project is subject to review under the California Environmental Quality Act (CEQA) and would potentially cast new shadow on a park or open space such that the use or enjoyment of that park or open space could be adversely affected.

Memorandum, p. 1 (attached hereto as Exhibit B).

The Memorandum goes on to explain that:

[I]f the project is over 40 feet in height and has potential to cast new shadow on a park or open space that is not protected by Section 295 of the Planning Code . . . a shadow analysis may also be required for the purposes of CEQA review.

Id.

It goes on to say that "In order to inform the CEQA analysis, the Planning Department may require a detailed quantitative analysis for non-Section 295 properties." Memorandum, p. 3. In other words, they City itself acknowledges that the scope of impacts is broader under CEQA than it is under Planning Code Section 295.

The EIR includes substantial evidence that the Project's shadow will substantially effect the 303 Second Street POPOS, and other POPOS. The impact is admittedly greater in the Final EIR than in the Draft EIR. This impact must be acknowledged, analyzed and mitigated in a new draft EIR.

#### **D. The EIR Inadequately Mitigates Air Pollution Impacts and Related Cancer Risks.**

The Final EIR admits that the Plan will increase cancer risks in the area by 226 per million. (RTC-206). This is a startling admission since the CEQA significance threshold for airborne cancer risk is 10 per million. In other words the Plan will create 22 times greater cancer risk than what is considered significant by the Bay Area Air Quality

Management District (“BAAQMD”). To put this in perspective, the Phillips 66 refinery, one of the largest oil refineries in the State, creates a cancer risk of 23 per million.

[http://www.aqmd.gov/docs/default-source/planning/risk-assessment/annual\\_report\\_2014.pdf](http://www.aqmd.gov/docs/default-source/planning/risk-assessment/annual_report_2014.pdf). In other words, the Plan subjects Central SoMa residents to as much cancer risk as 10 massive oil refineries.

Despite this significant airborne cancer risk, the EIR fails to impose all feasible mitigation measures, including measures suggested by the Office of the Attorney General, such as solar panels on all buildings, solar water heaters, solar energy storage, programs to replace high-polluting vehicles, etc. Instead the EIR relies on only four weak mitigation measures. The EIR refuses even to require the retrofit of existing buildings with air filtration to reduce indoor cancer risk. (RTC-212).

CEQA requires the lead agency to adopt feasible mitigation measures that will substantially lessen or avoid the Project’s potentially significant environmental impacts (Pub. Res. Code §§ 21002, 21081(a)), and describe those mitigation measures in the CEQA document. (Pub. Res. Code § 21100(b)(3); CEQA Guidelines § 15126.4.) A public agency may not rely on mitigation measures of uncertain efficacy or feasibility. (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 727 (finding groundwater purchase agreement inadequate mitigation measure because no record evidence existed that replacement water was available).) “Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social and technological factors. (CEQA Guidelines § 15364.) Mitigation measures must be fully enforceable through permit conditions, agreements or other legally binding instruments. (Id. at § 15126.4(a)(2).) A lead agency may not conclude that an impact is significant and unavoidable without requiring the implementation of all feasible mitigation measures to reduce the impacts of a project to less than significant levels. (CEQA Guidelines §§ 15126.4, 15091.)

The City has clearly failed to impose all feasible mitigation measures to reduce airborne cancer risks. The City is therefore legally prohibited from adopting a statement of overriding considerations and may not approve the Plan until all mitigation measures are imposed.

#### **E. The EIR Fails to Analyze and Mitigate Impacts Related to Gentrification and Displacement.**

Since the Plan creates four times more jobs than housing, it will create jobs-housing imbalance, which will increase pressure on the limited housing stock, will increase home prices, and will lead to gentrification and displacement. The EIR refuses to analyze or mitigate this impact, erroneously concluding that gentrification is not an environmental impact under CEQA. (RTD-250). The city is mistaken.

CEQA requires the lead agency to determine whether the “environmental effects of a project will cause substantial adverse effects on human beings, either directly or

indirectly,” (PRC § 21083(b)(3), (d)), and to “take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached.” See PRC §21000 et seq.

CEQA Guidelines Appendix G, Section XII provides that a project will have significant impacts where it will:

- Induce substantial population growth or concentration of population in an area, either directly (for example, by proposing new housing or businesses), or indirectly (for example, through extension of roads or other infrastructure);
- Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere; or
- Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere. <sup>[1]</sup><sub>SEP</sub> See CEQA Guidelines Appendix G, Section XII.

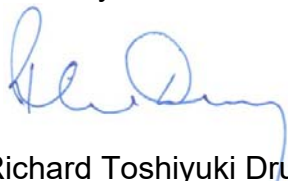
Here, the Plan will create four times more jobs than housing, which will drive up prices for limited housing, causing massive displacement and dislocation. See Kalama D. Harris, Attorney General, “Environmental Justice at the Local and Regional Level,” May 8, 2012, available at [http://oag.ca.gov/sites/all/files/pdfs/environment/ej\\_fact\\_sheet\\_final\\_050712.pdf](http://oag.ca.gov/sites/all/files/pdfs/environment/ej_fact_sheet_final_050712.pdf).

A Revised Draft EIR is required to analyze displacement impacts and to propose feasible mitigation measures and alternatives. One obvious alternative is the Mid-Rise Alternative, which would have a more balanced mix of housing compared to jobs.

## CONCLUSION

For the reasons set forth above and in our earlier comments, we urge the City to reject the EIR as legally inadequate, refuse to rely upon AB 73, and adopt the Mid-Rise Alternative. Thank you for considering our comments.

Sincerely,



Richard Toshiyuki Drury  
LOZEAU | DRURY LLP  
Counsel for Central SoMa Neighbors and SFBlu

# **ATTACHMENT A**



SMITH ENGINEERING & MANAGEMENT

April 12, 2018

Mr. Richard Drury  
Lozeau Drury  
410 12th Street, Suite 250  
Oakland, CA 94607

**Subject: Central SoMa Plan Project FEIR (SCN 2013042070 P17003**

Dear Mr. Drury:

At your request, I have reviewed the Final Environmental Impact Report (the "FEIR") for the Central SoMa Plan Project ("the Project") in the City and County of San Francisco (the "City"). My review is specific to the traffic and transportation section of the FEIR and its supporting documentation. I previously commented on the Draft Environmental Impact Report (the "DEIR") for this Project in a letter dated February 13, 2017

My qualifications to perform this were thoroughly documented in my letter of February 13, 2017 and my professional resume was attached thereto. They are incorporated herein by reference.

Findings of my current review are summarized below.

**Comment O-CSN-1.59 and Response TR-3**

My comments now labeled O-CSN-1.59 in the FEIR response concerned whether the Project's transportation impacts are eligible to be evaluated under the provisions of SB 743 and that the metric adopted, VMT per capita, is not a reasonable one because a) it fails to measure the effects of people traveling through the study area and b) because it provides no measure of when the

aggregate effects of the numbers of people living, working and passing through the study area is too great for the functionality of the transportation system and the quality, livability and safety of the study area. The FEIR replies with a mind-numbing 2 and 2/3 page assertion that the DEIR can and does comply with the terms of SB 743 despite the fact that the Sustainable Community Strategy did not set any VMT per employee target, despite the fact that the DEIR analysis discloses that the Project would cause an increase in VMT generated per employee and nonsensically claiming that considering net VMT in the Project area "is essentially arguing for an automobile capacity metric". In addition to revealing the responder's bias toward unlimited development and manhattanization of San Francisco, the statement that considering net VMT in the Project area is essentially arguing for an automobile capacity metric is factually incorrect. Reasonable people understand that one cannot jam unlimited numbers of rats into a cage or goldfish into a bowl without adverse consequences. However, using *efficiency standards* like average VMT per capita and average VMT per employee as a sole measure of sustainability is like saying one *can jam an unlimited number of rats into a cage or goldfish into a bowl except in this case the matter involves stuffing people into a limited area*. What is needed in addition to the VMT efficiency metric is a VMT ceiling for the area. And this in no way like an automobile capacity metric such as Level of Service (LOS) because LOS tends to be a point specific metric (i.e. a particular street intersection, road segment, freeway ramp or freeway segment) whereas a net VMT metric is a Project area-wide metric.

Moreover, Response TR-3 attempts to weasel out from the DEIR's disclosure that under the Project, the VMT per employee would *increase* over the existing condition. It states "*These increases in the employment category are within the general margin of error inherent in efforts to model travel behavior into the future*", apparently referring to the error range in the validation of the SFMTA's SF-CHAMP transportation model that was relied upon in the analysis. However, the DEIR and the FEIR response has not disclosed any statistics on the SF-CHAMP's validation statistics, particularly on screen lines or cordons close to the Central SoMA. This begs the question whether the VMT reductions claimed per capita among future residents in the Central SoMa area are also within the margin of error of the SF-CHAMP model. Cherry-picking results favorable to the Project while dismissing results unfavorable to the Project is inconsistent with the good faith effort to disclose impact required by CEQA.

The response is inadequate and unreasonable.

### **Comment O-CSN-1.60 and Response TR-5**

This comment concerned the fact that the DEIR did perform a typical traffic LOS analysis of intersections and freeway ramps in the SoMa study area but, other than a generalized summary, withheld the detailed results from the public.



Response TR-5 repeats the information that in March 2016, the City Planning Commission adopted a resolution to replace vehicular delay and LOS as a criterion for determining significant impacts pursuant to CEQA with a criterion based on VMT. However, the Notice of Preparation (NOP) for the Central SoMa Plan Project EIR was published on April 24, 2013, just about a month short of 3 years prior to the Planning Commission resolution revising the impact criterion. This is akin to changing the rules of the game at half-time. This EIR should have been completed under the criteria that were in effect at the time of the NOP.

Furthermore, the City snuck the Transportation Impact Study (the "TIS")<sup>1</sup> into the Administrative Record rather than publishing it as an Appendix to the DEIR and posting it on the Planning Department's web site as the DEIR and its other appendices were. This is an impropriety that parallels the deletion of portions of footnotes from tables drawn from the City Planning Department's May 15<sup>th</sup> 2015 memorandum *Transit Data For Transportation Impact Studies* in order to conceal the outdated nature of data contained therein, an impropriety that Response GC-2 now essentially admits and purports to remedy by restoring the deleted footnote language.<sup>2</sup> Since the DEIR clearly relies upon the LOS/delay analyses in the TIS as the basis for its conclusions about the consequences of street network changes on transit operations, it obviously should have made this study open and obvious to the public by publishing it as an appendix to the DEIR.

The final section of Comment O-CSN-1.60 concerns the fact that the DEIR transportation analysis does not distinguish how much of the operational deterioration is generated by Project land uses versus that caused by street network changes and versus consequences of growth in nearby areas. Response TR-5 claims that the analysis of Alternative 5 (Land Use Plan Only) in Chapter VI, Alternatives, addresses this issue. However, the analysis of this Alternative is only generalized, qualitative, narrative and conclusory in nature. Furthermore, it only attempts to analyze in this general way what would happen if the land use portion of the Project were implemented without the street network changes; it fails to address the consequences of growth in nearby areas. The response is inadequate.

### **Comment O-CSN-1.61 and Response GC-2**

This comment pointed out that much of the transportation data relied on in the analysis is stale. It also pointed out that, as noted above, the DEIR presentation

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<sup>1</sup> *Central SoMa Plan Transportation Impact Study*, Advant Consulting/Fehr & Peers/LCW Consulting, December 2016.

<sup>2</sup> See Responses To Comments pages 377 and 378.

of the transportation data it relied on deleted certain footnotes from the original City document. The deleted footnotes made evident how stale the data is.

Without any apology for the impropriety of deleting the footnotes indicating the dates the transportation data was collected, Response GC-2 simply restores the portion of the footnotes indicating the age of the data.

The larger issue is the adequacy of relying on data as dated as 2010. In 2010, the City, region and nation were in the early stages of recovery from the Great Bush Recession that had depressing effects on usage of most forms of transportation. By 2013 when the NOP was released, it was already evident that employment and transportation statistics had substantially changed since 2010. Moreover, by the time the DEIR was circulated, it was about 2 years and 8 months subsequent to the NOP and 6 years distant from 2010. Now, as the FEIR is being considered for certification, it is fully 5 years from the date of the NOP and 8 years subsequent to 2010. The City could have updated the regional population/employment/transportation data it relied upon to 2013 or to the anticipated release date of the DEIR by interpolation. Updating transportation ridership data is even easier. For example, Caltrain issues ridership data every month based on paid fares in the packet for its Board meeting the next month and does manual passenger counts in January or February of each year and analyzes them in a report that is normally available sometime in July. BART posts average weekday, Saturday and Sunday ridership statistics by station for each month, usually by the fifth day of the subsequent month. So it is not an unreasonable expectation to have baseline data in an EIR that is relatively current. Unfortunately, the City and its consultants apparently have no interest in making the baseline data as current as practical. This undermines the findings of the EIR.

### **Comment O-CSN-1.62 and Response TR-6**

This comment concerns the DEIR's failure to disclose and mitigate BART's problems with platform capacity in some downtown San Francisco stations and the likelihood that the Project would intensify those problems. The Response to Comment directs the commenter to Response TR-6. However, Response TR-6 concerns the adequacy of certain figures in the DEIR and nothing to do with our comment O-CSN-1.62.

After searching through other responses, it is evident that the topic of Comment O-CSN-1.62 is replied to in Response TR-8. This response deceptively and untruthfully claims that the comment is "incorrect". It does so based on the assertion that another City EIR, that for the Transit Center District Plan, did disclose impacts on the downtown BART stations. However, the comment is concerned about what is in this EIR; not some other EIR that was not even

referenced in this context in this EIR. This irrelevant and misleading response is inadequate.

Further, the response attempts to divert focus from the subject DEIR's failure to disclose and mitigate this Project's impacts on the Montgomery Street BART station's capacity problems by noting that the Project's BART patrons would likely be split between the Powell and Montgomery stations. Because Montgomery Street BART Station is already capacity- and safety-challenged, even a split contribution of Project patrons would be a significant impact.

The response also attempts to divert attention from the failure to disclose impact by stating that because more of the development is located west of Third Street, much of the BART patronage split would be toward Powell Street BART Station, using Muni's Central Subway. However, this ignores the fact that for many, the side-track or backtrack walk to the 4<sup>th</sup> and Clementina or 4<sup>th</sup> and Brannan stations, the wait for a train, the ride and then the 1,000-foot connector tunnel backtrack walk to get to Powell BART (or the reverse in the opposite direction), many patrons will just walk to the nearest BART station.

This response is clearly inadequate.

### **Comment O-CSN-1.63 and Response CU-3**

Response CU-3 satisfactorily replies to this commenter's question as to whether and how certain large projects near Central SoMa are included in the transportation analysis. However, its conclusion that the Project would not have significant construction impacts on traffic, pedestrian and bicyclist operations and safety is unsubstantiated, speculative and illogical. The assumption supporting this conclusion makes no sense. That assumption is that because of the relatively short period of individual project construction and long duration of Plan build out, there is little likelihood of projects undergoing concurrent construction close enough to one-another to have cumulative impacts. In fact, with development projects typically taking 2 to 3 years to construct as the subject response discloses at page RTC 303, in order to house the projected 25,500 new residents and 62,600 jobholders plus additional numbers whose places of residence or work are displaced by the new developments that are to take place in a 17 block area over a period of 22 years, there is every likelihood that several projects close to one another will be simultaneously under construction at any point in time.

### **Comment O-CSN-1.64 and Response TR-9**

This comment concerned increased hazard of collisions due increased numbers of conflict movements between pedestrians, bicyclists and motor vehicle traffic.

The DEIR admits that the Project will increase potential conflicts between all forms of traffic - pedestrians, bicyclists and motor vehicles. But it falsely asserts that increase in exposure to conflict does not constitute a traffic hazard. In fact, all meaningful collision statistics are expressed in collisions per units of exposure.

The DEIR makes the unsupported assertion on page IV.D-41 that street network changes would reduce the incidence of conflict to levels such that would make the traffic hazards of implementation of the plan less than significant. However, neither the DEIR nor Response TR-9 present no analysis of conflict incidence with and without the Project's land use component and with and without the Project's purported improvements to traveled ways. Consequently, the assumption that physical improvements to roadways, sidewalks, bikeways and intersections will offset the increases in conflicts among pedestrians, bicyclists and motorized traffic remains an unsupported speculation extremely favorable to the Project and inconsistent with CEQA's demand of a good faith effort to disclose impact. Hence, Response TR-9, like the DEIR's conclusion on this issue, is inadequate.

### **Comment O-CSN-1.65 and Response TR-12**

This comment concerned emergency vehicle response. It took issue with the DEIR's attempt to gloss over the significant impacts on emergency response that it discloses increased traffic congestion caused by the Project would create. Like the DEIR, Response TR-12 asserts, without foundation, that vaguely defined mitigation measure M-TR-8 would somehow allow emergency responders to get through blocks of extensively queued and gridlocked traffic unimpeded when, in fact, that queued traffic would have nowhere to go to get out of emergency vehicles' way.

Following is the description of mitigation measure M-TR-8 from the DEIR page IV.D-81:

**Mitigation Measure M-TR-8: Emergency Vehicle Access Consultation.** During the design phase of each street network project, SFMTA shall consult with emergency service providers, including the San Francisco Fire Department and the San Francisco Police Department. Through the consultation process, the street network design shall be modified as needed to maintain emergency vehicle access. SFMTA shall identify design modifications through this process, as needed to meet the following performance criteria:

- No physical barriers shall be introduced that would preclude emergency vehicle access. Street design modifications should achieve the goals of the project without precluding emergency vehicle access. Design modifications selected by SFMTA, as needed to meet the performance criteria, shall be incorporated into the final design of each street network project and could include, but shall not be limited to: mountable concrete buffers, mountable curbs and corner or sidewalk bulbs, modification of corner or sidewalk bulbs and curb locations to accommodate turning emergency vehicles, and emergency vehicle

signal priority. Any subsequent changes to the streetscape designs shall be subject to a similar consultation process.

**Significance after Mitigation:** Implementation of **Mitigation Measure M-TR-8** would ensure that the significant emergency vehicle access impact would be reduced to a **less-than-significant** level.

This mitigation measure says or does nothing about getting blocks of gridlocked peak hour traffic queues out of the way of emergency vehicles. Like mitigation measure M-TR-8, Response TR-12 is inadequate.

## Response TR-7

While reviewing the responses to our own comments, our attention was drawn to Response TR-7 which replies to the comments of others regarding the impacts of Transportation Network Companies ("TNCs"). The response devotes four and two-thirds pages discussing research on TNCs (two San Francisco Municipal Transportation Authority documents and one elsewhere) and then concludes that a) while TNC reliance might cause an increase in VMT over that predicted in the study, there would have to be an enormous use of TNCs to impact VMT significantly, b) traffic congestion in the area would naturally limit TNC use and c) the City doesn't know enough about TNCs yet at the time the response was written to more substantively address the impacts of TNCs in this EIR. This facile dodge ignores several salient pieces of evidence in the research it cites.

Considering all auto mode trips that have origin, destination or both in San Francisco, TNCs went from 0 percent in 2013 to 1 percent in 2014, jumped to 2 percent in 2016 and doubled to 4 percent in 2017<sup>3</sup>. So the trend is that use of this mode in San Francisco is continuing increase.

TNCs (9%) and taxis (1%) account for 10 percent of all weekday person trips that are internal to San Francisco<sup>4</sup>. In the AM and PM weekday commute peak hours, they account for 25 and 26 percent respectively of all vehicle trips internal to San Francisco that originate or are destined in SoMa<sup>5</sup>. On weekdays 21 percent of all TNC VMT is out-of-service travel<sup>6</sup>. In other words, a trip by TNC generates 21 percent more VMT than if the passenger drove them self.

Some 22 percent of TNC travel is induced; that is to say, 22 percent of trips by TNC wouldn't be made at all if services by TNC were not available. And 39

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<sup>3</sup> 2013-2017 Travel Decision Survey Data Analysis and Comparison Report, SFMTA, Fehr & Peers, July, 2017, page 10.

<sup>4</sup> TNCs Today: A Profile of San Francisco Transportation Company Activity, San Francisco County Transportation Authority, June 2017, page 9.

<sup>5</sup> Id., page 12.

<sup>6</sup> Id., page 15.

percent of TNC trips are ones that otherwise would have been made by walking, bicycle or transit<sup>7</sup>.

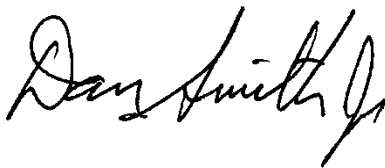
In summary, there is substantial evidence that the proliferation of reliance on TNC services could substantially alter the subject EIR's findings and conclusions with respect to transportation impacts. Rather than pleading insufficient information and ignoring the issue as Response TR-7 proposes and rushing to certify the EIR, the City should take the time to draw measured conclusions about TNC service impacts.

## Conclusion

This concludes my current comments on the Central SoMa Plan Project FEIR. The comments herein demonstrate the inadequacy of the FEIR responses to comments on the flaws in the DEIR and why the FEIR is currently unsuited for certification.

Sincerely,

Smith Engineering & Management  
A California Corporation



Daniel T. Smith Jr., P.E.  
President

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<sup>7</sup> *Disruptive Transportation, The Adoption, Utilization and Impacts of Ride-Hailing in the United States*, Chewlow, Regina R. and Mishra, Gouri S., University of California Davis Institute of Transportation Studies, October 2017, page 26.

# **ATTACHMENT B**



# SAN FRANCISCO PLANNING DEPARTMENT

**MEMO**

**DATE:** July 2014  
**TO:** Planning Department Staff, Shadow Analysis Consultants  
**FROM:** Rachel Schuett, Kevin Guy, SF Planning Department  
**RE:** Shadow Analysis Procedures and Scope Requirements

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In the City and County of San Francisco, there are two circumstances which could trigger the need for a shadow analysis:

- (1) If the proposed project would be over 40 feet tall, and could potentially cast new shadow on a property under the jurisdiction of the Recreation and Park Department, per *San Francisco Planning Code Section 295; and/or*
- (2) If the proposed project is subject to review under the California Environmental Quality Act (CEQA) and would potentially cast new shadow on a park or open space such that the use or enjoyment of that park or open space could be adversely affected.

This memorandum documents the Planning Department's standard procedures for conducting a shadow analysis both for the purposes of CEQA review and for the purposes of *Section 295* review. A complete Shadow Analysis has three main components: (1) Shadow Diagrams, (2) Shadow Calculations, and (3) a Technical Memorandum. In some cases, survey information may also be required.

A shadow analysis should be completed in five sequential steps:

- Step 1. Preliminary Shadow Fan
- Step 2. Project Initiation
- Step 3. Shadow Diagrams
- Step 4. Shadow Calculations
- Step 5. Technical Memorandum

Each of these steps is described, in detail, below.

## **Step 1. Preliminary Shadow Fan**

The Planning Department typically prepares a preliminary shadow fan as part of the Preliminary Project Assessment (PPA) process for projects which exceed 40 feet in height. If the preliminary shadow fan indicates that the proposed project has the potential to cast new shadow on a park or open space which is protected by Section 295 of the *Planning Code*, a shadow analysis will be required for the purposes of Section 295 review.

Typically, this information is included in the PPA Letter. For projects not subject to the PPA process, and/or if the project is over 40 feet in height and has potential to cast new shadow on a park or open space that is not protected by Section 295 of the *Planning Code*, or if the project is less than 40 feet in height and could cast new shadow on any park or open space a shadow analysis may also be required for the purposes of CEQA review. This would be determined on a case-by-case basis as part of the scoping process for the environmental review. A preliminary shadow fan would be prepared by Planning Department staff at that time.



## Step 2. Project Initiation

If the preliminary shadow fan indicates that there is potential for the proposed project to cast new shadow on a park or open space, and the Planning Department requests the preparation of a shadow analysis by a qualified consultant, the project sponsor should initiate the analysis by (1) filing a Shadow Analysis Application, (2) retaining the services of a qualified consultant, and (3) providing a scope of work for the shadow analysis.

- (1) Shadow Analysis Application. Filing a shadow analysis application initiates the process of shadow analysis review. The Shadow Analysis Application Packet can be found here: <http://www.sf-planning.org/Modules/ShowDocument.aspx?documentid=8442>. The fee is currently \$525.00, payable to the San Francisco Planning Department. Once the Shadow Analysis Application is received, a technical specialist will be assigned.
- (2) Qualified Consultant. The project sponsor should retain the services of a qualified shadow consultant. Currently, the Planning Department does not maintain a list of qualified consultants for the purposes of Shadow Analysis preparation. Thus, consultant selection should be based on the consultant's demonstrated capacity to prepare a Shadow Analysis as outlined in Steps 3 – 5, below.
- (3) Scope of Work. Once a technical specialist is assigned, the consultant should prepare and submit a scope of work for the Shadow Analysis. The scope of the Shadow Analysis should be based on the preliminary shadow fan, and Steps 3 – 5, below. Once the technical specialist has approved the scope of work the Shadow Analysis may be initiated.

## Step 3. Shadow Diagrams

The preliminary shadow fan prepared by the Planning Department indicates whether or not there is any possibility that a project may cast new shadow on a park or open space. However, the shadow fan does not take into consideration intervening shadow that is cast by existing buildings and/or permanent infrastructure (such as elevated roadways, on- and off-ramps, etc.). Further, the preliminary shadow fan is typically based on full build out of the zoning envelope including; complete lot coverage and maximum height plus a penthouse allowance (typically 16 feet). Therefore, shadow diagrams should be prepared for the building as defined in the project description for environmental review, which should be determined in consultation with the Planning Department.

**Please note:** shadow cast by vegetation should not be included as part of existing or net new shadow.

Diagrams of shadows cast by the proposed project should be provided for the following four days of the year:

- Winter Solstice (December 21) - midday sun is lowest and shadows are at their longest.
- Summer Solstice (June 21) - midday sun is at its highest and shadows are at their shortest.
- Spring/Fall Equinox (March 21/September 21) - shadows are midway through a period of lengthening.
- The “worst case” shadow day – the day on which the net new shadow is largest/longest duration.

On the days the graphical depictions are required, the shadows should be shown on an hourly basis, from one hour after sunrise (Sunrise + 1 hour) to one hour before sunset (Sunset - 1 hour) and at the top of each hour in between.

**Example:** On June 21, the sun rises at 5:48 a.m. and sets at 8:35 p.m. Therefore shadow graphics should be included at the following times:

- A.M.: 6:48, 7:00, 8:00, 9:00, 10:00, 11:00
- P.M.: 12:00, 1:00, 2:00, 3:00, 4:00, 5:00, 6:00, 7:00, 7:35

All shadow diagrams should clearly indicate the outline of the project site and any parks or open spaces that may be affected including a generalized layout of park features such as seating areas, landscaped areas, playgrounds, recreational courts, and walking paths. The shadow diagrams should clearly indicate the shadow outline from the proposed project and should graphically distinguish between existing shadows versus net new shadow being cast by the project.

Shadow diagrams should also include the following, at a minimum:

- A north arrow
- A legend
- A figure number
- The project name (Ex. 555 Lyon Street)
- The date and time depicted (Ex. June 21 Sunset – 1 hr. or June 21 6:00 p.m.)

Shadow diagrams should be submitted as one file in .pdf format with a technical memorandum described in Step 5, below.

#### **Step 4. Shadow Calculations**

In order to obtain the information needed for a determination under Section 295, a detailed quantitative study of the new shadow cast upon an open space or park under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission is required. The quantitative study must include spreadsheets and/or tables that indicate the amount of existing shadow and net new shadow, measured in square foot hours (sfh), in 15 minute increments throughout the day during the hours regulated by Section 295 " on each day where the proposed project would result in net new shadow on the park.

The hours regulated by Section 295 occur between one hour after sunrise through one hour prior to sunset. Each 15 minute entry should expressly indicate the date, the time of sunrise, and the time of sunset. It is important to indicate the corresponding amount of existing shadow on the subject open space or park, as this amount is key in determining the relative effect of any new shadow.

In order to inform the CEQA analysis, the Planning Department may also require a detailed quantitative analysis for non-Section 295 properties, or in cases where Section 295 does not apply due to the project's height, or based on some other circumstance. This will be determined on a case-by-case basis.

These spreadsheets and tables should be summarized in the Technical Memorandum, as described in Step 5 below, and appended, in their entirety, to the report.

## Step 5. Technical Memorandum

The shadow diagrams, shadow calculations, and any other supporting materials should be accompanied by a technical memorandum which includes (at a minimum) the following information:

- **Project Description.** Include the location of the project site (neighborhood, address, Assessor's Block/Lot, nearby landmarks), general topography, and project boundaries. Describe existing building(s) and land use(s) on and around the project site, including building height(s). Include proximity to parks, open spaces, and community gardens. Describe the proposed project including demolition and new construction. Describe the physical characteristics of the proposed building(s) as well as the proposed use(s). Include and refer to building elevations.
- **Modeling Assumptions.** The shadow graphics and calculations should be accompanied by clear documentation of the assumptions for the modeling including:
  - The height assumed for each of the buildings (or building envelopes).  
**Please note:** Please contact the Planning Department for specific direction in how to model intervening shadow cast from buildings between the proposed project site and the affected park or open space.
  - The allowance for penthouses and parapets (which should be determined in consultation with Planning Department staff).  
**Please note:** the Planning Department typically requires that final building designs be modeled rather than building envelopes, or hypothetical building forms based on existing or proposed zoning. However, building envelopes may be substituted in some circumstances as directed by Planning Department staff.
  - Building sections and elevations (for the proposed project).
  - If the project site is steep and/or has varied topography the documentation should identify where the height of the envelope of the building was measured from.
- **Potentially Affected Properties.** Potentially affected properties including: parks, publicly-accessible open spaces, and community gardens identified in the graphical depictions should be listed and described. The description of these properties should include the physical features and uses of the affected property, including but not limited to: topography, vegetation, structures, activities, and programming. Each identified use should be characterized as 'active' or 'passive.' Aerial photographs should be included, along with other supporting photos or graphics. The programming for each property should be verified with the overseeing entity, such as the Port of San Francisco, the Recreation and Parks Department, etc. Any planned improvements should also be noted.
- **Shadow Methodology and Results.** Describe how the analysis was conducted, what assumptions were made? Describe the "solar year", the "solar day" and define any other terms, as needed. Refer to shadow diagrams and describe results.
- **Quantitative Analysis (for properties subject to Section 295, and as required by the Planning Department).** The Technical Memorandum should include a narrative summary of the quantitative shadow effects that would result from the project, and discuss how these effects relate to the quantitative criteria set forth in the "Proposition K – Implementation Memo" as jointly adopted by the Planning and Recreation and Park Commissions in 1989.

The quantitative analysis discussion should (1) Identify the theoretical annual available sunlight (T.A.A.S.) for any/all affected Section 295 protected properties (and/or other properties identified by the Planning Department), calculated in square-foot-hours (sfh) by multiplying the area of the park by 3,721.4 (the number of hours in the year subject to Section 295), (2) Identify the amount of existing shadow on the park or open space (in sfh), (3) Identify the amount of net new shadow cast on the park or open space by the proposed project (in sfh), and (4) Where applicable for Section 295 properties, identify the park's 'shadow budget'. Compare (1) to (2) and (3), and (4) if applicable.

Summary tables and graphics should be included.

It should be noted that accurate park or open space boundaries are germane to an accurate calculation of the theoretical annual available sunlight hours (T.A.A.S.). It is advised that the shadow consultant verify park boundaries and area with Planning Department staff prior to initiating the calculation. Similarly, the assumptions for calculating the existing shadow load should also be verified with Planning Department staff prior to initiating the calculation.

- Shadow Characterization. The Technical Memorandum should include a narrative, qualitative summary of the effects of net new shadow on each park or open space on which new shadow would be cast. This narrative summary should be based on the following shadow characteristics:
  - Size
  - Times of year
  - Times/duration within a given day
  - Location of new shadow in relation to park features
  - Relationship of new shadow to surveyed<sup>1</sup> usage patterns in the park

The narrative description should clearly characterize the net new shadow that would occur over the course of the year.

**Example:** "the proposed project would cast net new shadow on Jackson Playground and Tennis Courts between March 3 and October 14, with the largest area of shadow being cast on July 27. . ."

Then go on to characterize the times of day during which the shadow would occur, and identify what is occurring in that area of the park or open space at that time.

- Cumulative Shadow Analysis. In the event that the proposed project would cast net new shadow on a park or open space that would also be affected by other proposed projects, the Planning Department may require a cumulative shadow analysis in addition to the 'existing plus project' analysis that is described above. The cumulative scenario should be developed in cooperation with Planning Department staff. The cumulative analysis requirement could potentially include all of the information required for the 'existing plus project' analysis, but would be determined on a case-by-case basis in consultation with Planning Department staff.

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<sup>1</sup> Note: the scope and approach for a use survey should be vetted in advance with Planning Department staff.

- Proposed Project-Related Public Good. Under Section 295 of the Planning Code decision-makers may weigh the amount and duration of shadow cast by the proposed project against the public good or public benefits associated with the proposed project. This section should identify (1) the public interest in terms of a needed use, (2) building design and urban form, (3) impact fees, and (4) other public benefits.

The Technical Memorandum should include summary tables and graphics to inform decision makers of the potential effects of net new shadow. The Technical Memorandum should only document facts and observations related to the amount and duration of shadow and the use of the park or open space and should not include a conclusion as to whether or not an impact(s) would occur.

### **Work Plan**

The scope of work identified in Steps 2 – 5 is a complete scope of work meeting the requirements of a shadow analysis for the purposes of a Section 295 determination and/or in support of an impact determination under CEQA, where net new shadow on a park or open space would be associated with a proposed project.

In some cases the Planning Department may wish to review the shadow diagrams, shadow calculations, and the descriptions of the use(s) of the affected properties, in advance of making further recommendations on the shadow analysis scope. Therefore, the graphics and descriptions may be requested in advance of the preparation of the full Technical Memorandum.

For example, the Planning Department may make a recommendation for the scope of a park survey(s) after reviewing the shadow diagrams, shadow calculations, and the descriptions of the use(s) of the affected properties. Therefore, the work plan for the shadow analysis should be developed in consultation with Planning Department staff.

### **Fees**

The current application fee for a shadow analysis (K Case) is \$ 525.00 (adjusted annually). Please note, any time spent by Planning Department staff over and above the initial application fee will be billed on a time and materials basis. Recreation and Park Department staff will also bill time spent on the shadow analysis; including, but not limited to; providing information about park properties, review of the shadow analysis, preparation of the staff report, presentation to the Capital Committee and/or Recreation and Park Commission.

### **Recreation and Park Commission and Planning Commission Hearings**

Projects which require a shadow analysis for the purpose of Section 295 compliance and which result in net new shadow on a park or open space under the jurisdiction of the Recreation and Park Department also require a hearing before the Recreation and Park Commission and the Planning Commission.

Recreation and Park Commission Hearings consist of two steps:

- (1) Capital Committee Hearing (meets 1<sup>st</sup> Wednesday of each month)
- (2) Recreation and Park Commission Hearing (meets 3<sup>rd</sup> Thursday of each month)

At the second hearing, the Recreation and Park Commission issues a recommendation, and the proposed project may then be heard by the Planning Commission.

The environmental review document should be final (not certified) prior to the Capital Committee Hearing. This means that a Categorical Exemption, or Community Plan Exemption, or Mitigated Negative Declaration should be signed, for an EIR the Responses to Comments and changes to the DEIR should be finalized. Recreation and Park Department staff should be consulted on how far in advance of the Capital Committee Hearing the environmental review document should be finalized.

The shadow analysis should be finalized at least three weeks prior to the Capital Committee Hearing for inclusion in the staff report. Recreation and Park Department staff typically review one or two drafts of the shadow analysis prior to finalizing the document. Recreation and Park staff should be consulted as early in the process as possible.

It should be noted that in some cases, a joint hearing before the Planning Commission and the Recreation and Park Commission is required. If a joint hearing is required, you will be notified by Planning Staff. Joint hearings are scheduled on a case-by-case basis through the respective Commission Secretaries.

Please do not hesitate to contact Rachel Schuett at [Rachel.Schuett@sfgov.org](mailto:Rachel.Schuett@sfgov.org) or (415) 575.9030 or Kevin Guy at [Kevin.Guy@sfgov.org](mailto:Kevin.Guy@sfgov.org) or (415) 558.6163 with any questions, or if you need further clarification.

# EXHIBIT C



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February 13, 2017

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RE: Comments of Central SoMa Neighbors and SFBlu on Central SoMa Plan  
DEIR SCH NO. 2013042070  
SUPPORT FOR MID-RISE ALTERNATIVE (Reduced Height Alternative)

Dear President Hillis, Honorable Planning Commissioners, and Ms. Gibson:

## I. INTRODUCTION

I am writing on behalf of the Central SoMa Neighbors (CSN) and SFBlu concerning the draft environmental impact report (DEIR) for the Central SoMa Plan. CSN and SFBlu (collectively, "Neighbors") urge the Planning Commission to adopt the Reduced Height Alternative, (known as the Mid-Rise Alternative in the Central Corridor Plan). The Mid-Rise Alternative would allow for a dramatic increase in residential and office development in the area, while still maintaining building heights of 130 feet or less (with some exceptions at transit hubs), thus retaining a pedestrian scale, livability, access to light, air and open space, and creating a family-friendly neighborhood. By contrast, the High-Rise alternative (identified simply as the "Plan" in the DEIR ("Plan" or "Project")), would create vastly higher building heights of up to 350 feet, which would be out-of-scale with a mixed-use residential neighborhood, casting shadows, blocking



views, creating wind tunnels and essentially transforming the neighborhood into a second financial district. As longtime residents of Central SoMa, the Neighbors urge the Planning Commission to adopt the Mid-Rise Alternative since it protects neighborhood character, while allowing for almost as much job growth and housing as the High-Rise Alternative.

Central SoMa Neighbors (CSN) is a community organization composed of residents of the Central SoMa neighborhood. CSN is dedicated to preserving and enhancing the unique character of Central SoMa. CSN seeks to: 1. Help preserve and enhance the character of Central SoMa with its diversity of buildings and architecture; 2. Work towards making Central SoMa a more livable, mixed-use and pedestrian-friendly neighborhood; 3. Advocate for livability - residents need access to light, air, parks, and public open spaces; 4. Ensure the area is affordable and accessible, with the right balance of housing, office space and retail.

SFBlu is a homeowners association whose residents live at 631 Folsom Street. As longtime residents of Central SoMa, the Neighbors are committed to ensuring a safe, livable, family-friendly neighborhood. We are very much in favor of development and planning for sustainable growth that preserves the character of what this neighborhood is becoming --- a mixed use residential neighborhood where businesses of varied sizes and types can thrive; where people have the opportunity to live in an environmentally sustainable manner; and where the unique existing historic architectural resources are retained and renewed. To accomplish its full potential the neighborhood requires more development, which if properly overseen is something we welcome. However, the type of development outlined in the current Plan is quite likely to retard the current transformation of this neighborhood. Rather than developing into high density residential and mixed use neighborhood stretching from Mission Bay to downtown, the current plan proposes to cut the Central SoMa neighborhood off from the neighborhoods to the south and essentially isolate it.

The Mid-Rise (Reduced Height) Alternative is superior to the High-Rise Alternative in almost every respect. It will create a family-friendly environment with access to light and air. It will create less traffic congestion, and therefore less air pollution and related health effects, and less traffic-related pedestrian injuries. It will allow tall buildings, but clustered near BART on the north side and CalTrain on the south side of the neighborhood, thereby encouraging use of public transportation. The Mid-Rise Alternative would also have reduced greenhouse gas (GHG) impacts since recent research shows that mid-rise buildings are generally more energy efficient than high-rise. By contrast, the High-Rise alternative includes extremely tall buildings (350 feet) on Harrison Street, between Second and Third Streets, which is not close to the CalTrain or BART stations, but is close to the Bay Bridge freeway ramps – thereby encouraging automobile commuting rather than public transit. This contradicts the Plan itself, which “would seek to retain the character of the mid-rise district, limiting the presence of high-rises to areas near transit stations.” (DEIR, p. IV.B-34).

The Mid-Rise Alternative allows for almost as much growth as the High-Rise Alternative. The Initial Study for the Central SoMa Plan (p. 81) shows that the Mid-Rise Alternative is projected to add 52,300 new jobs by 2040, while the High-Rise option is projected to add 56,400 new jobs. The difference in the additional population increments is even smaller, 22,700 versus 23,400 (a 3% difference). Although the DEIR presents slightly different projections, there is still only about a 12-14% difference between the Reduced Height Alternative and the Plan (population growth of 21,900 versus 25,500; job growth of 55,800 versus 63,600). (DEIR p. VI-2, VI-16, IV-6). Thus, the Mid-Rise Alternative would achieve about 90% of the jobs and housing growth, while maintaining the character of Central SoMa as a mid-rise community with access to light and air, avoiding wind-tunnels, and promoting a more family-friendly environment.

Indeed, in 2013 when the Plan was known as the Central Corridor Plan, City Planning staff articulated all of the right reasons for supporting the Mid-Rise Alternative. The Central Corridor Plan stated:

Urban design experience shows that people feel most comfortable on urban streets where the height of buildings is between  $\frac{3}{4}$  and  $1\frac{1}{4}$  times the width of the street, creating an “urban room” that has a pleasing, but not overwhelming, sense of enclosure and intimacy. The Plan proposes that the base height limits along all major streets in the Plan area should be 85 feet, lowering to 65 feet toward the western edge of the Plan area and in historic areas, such as the South End and near South Park. While in some areas the Plan proposes to allow buildings to rise above the 85-foot base height (generally to 130 feet), these upper stories would be required to set back by at least 15 feet in order to maintain the perception of the lower streetwall.... This scale is also consistent with both the traditional form and character of SoMa’s significant commercial and industrial buildings as well as aligning with the desire for larger floorplate, open floorplan, mid-rise buildings most desired by contemporary new economy companies.<sup>1</sup>

**PRINCIPLE 2:** The predominant character of SoMa as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk.

The South of Market sits at a critical location in the city’s landscape. SoMa is a large expanse of flat land at the center of the east side of the City, sitting as an important balance and counterpoint to the dramatic hills that surround it, including the man-made “hill” of the downtown high-rise district, creating a dramatic amphitheater.

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<sup>1</sup> Central Corridor Plan, p. 30.

With relatively low buildings in comparison to the hills and high-rises around it, the South of Market allows expansive and cherished views to extend across it to and from the surrounding hills, districts and the major features of the region beyond. In order to preserve this essential characteristic and preserve views across the area, height limits taller than 130 feet are generally kept to the southern portion of the Plan Area (Brannan Street southward), limited in distribution and widely spaced. It is important to note that mid-rise buildings are not necessarily synchronous with low densities... Because the number of potential buildings taller than 130 feet is limited to strategic locations adjacent to transit stations and their locations generously spaced, these buildings will be prominent from all directions and serve as local landmarks.<sup>2</sup>

The Neighbors agree entirely with the opinions set forth by City Planning Staff in 2013 in the Central Corridor Plan. **“The predominant character of SoMa as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk.”** The Mid-Rise Alternative creates an urban neighborhood “that has a pleasing, but not overwhelming sense of enclosure and intimacy.” The Mid-Rise Alternative achieves almost all of the housing and job growth, while maintaining a family-friendly, livable neighborhood. We urge the Planning Commission to direct staff to revise the DEIR to select the Mid-Rise (Reduced Height Alternative) as the environmentally preferred alternative, consistent with the staff opinions set forth in the Central Corridor Plan only three short years ago.

In the alternative, the Neighbors request that the City consider an alternative that would modify the proposed Plan to eliminate the proposed changes that would allow extremely tall buildings in the block bounded by I-80 and Folsom and Second and Third Streets (including the tallest buildings on Harrison that go up to 350 feet). These buildings are inconsistent with the Plan’s own goals to limit taller buildings to areas near BART and CalTrain. These properties are close to neither BART nor CalTrain, but are at the foot of the Bay Bridge access ramps. Development would therefore encourage automobile usage, not public transit, violating the fundamental Project goals. These properties should be limited to no more than 130 feet, which would still allow for substantial development on the properties, but maintain the mid-rise character of the neighborhood.

The City should also consider creating a park at 350 Second Street. This property is currently a parking lot, and provides a prime opportunity for the City to address the acknowledged need for more parks and open space in the area. In the alternative, development on this parcel should be limited to no more than 130 feet since it is close to neither BART nor CalTrain.

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<sup>2</sup> Id. p. 32.

After reviewing the DEIR, together with our team of expert consultants, it is evident that the document contains numerous errors and omissions that preclude accurate analysis of the Project. As a result of these inadequacies, the DEIR fails as an informational document and fails to impose feasible mitigation measures to reduce the Project's impacts. The Neighbors request the City address these shortcomings in a revised draft environmental impact report ("RDEIR") and recirculate the RDEIR prior to considering approval of the Project. The Neighbors have submitted expert comments from:

- Urban Planner Terrell Watt, AICP (Exhibit A);
- Environmental Scientists Matthew Hagemann, P.G., C. Hg., and Jessie Jaeger (Exhibit B);
- Traffic Engineer Daniel T. Smith, PE (Exhibit C), and
- Wildlife Biologist Shawn Smallwood, Ph.D. (Exhibit D).

All of these experts conclude that the Plan has numerous impacts that are not adequately analyzed or mitigated in the DIER. The expert comments are submitted herewith and incorporated by reference in their entirety. Each of the comments requires separate responses in the Final EIR. For these reasons, a revised DEIR should be prepared prior to Project approval to analyze all impacts and require implementation of all feasible mitigation measures.

## II. BACKGROUND

The Central SoMa Plan (formerly, Central Corridor Plan) is a comprehensive plan for the area surrounding much of southern portion of the Central Subway transit line. The Plan Area includes roughly 230 acres that comprise 17 city blocks, as well as the streets and thoroughfares that connect SoMa to its adjacent neighborhoods: Downtown, Mission Bay, Rincon Hill, and the Mission District. The Plan Area is bounded by Second Street on the east, Sixth Street on the west, Townsend Street on the south, and by an irregular border that generally jogs along Folsom, Howard and Stevenson Streets to the north (see DEIR, Figure II-1, Central SoMa Plan Area Boundaries, in Chapter II, Project Description).

The Plan would fundamentally transform the Central SoMa area. It would **triple** the resident population of the area from a current population of 12,000 to 37,500<sup>3</sup> -- an increase of 25,500 additional residents. It would more than **double** employment in the area from a current level of 45,600 jobs to 109,200 -- an increase of 63,600 additional jobs. (DEIR, pp. IV-6, IV-5).

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<sup>3</sup> Actual current population is closer to 10,000, so the Plan will almost quadruple resident population. This points out the importance of using an accurate baseline population number.

For at least three years, the City presented a plan to the public that extended from Market Street to Townsend and from Second Street to Sixth Street. The plan was called the Central Corridor plan. The plan proposed a Mid-Rise option, in which almost all buildings would be capped at no more than 130 feet or less. The plan also included a High-Rise option. Then, in late 2016, without explanation, the City drastically altered the plan, lopping off 11 blocks at the north from Folsom to Market (with a narrow exception from Fifth to Sixth Street). Critically, at the same time the City dropped the Mid-Rise option and included only the High-Rise option in the analysis. The Mid-Rise Option was relegated to a small section at the back of the alternatives analysis of the DEIR, and renamed the “Reduced-Height Alternative.” The City released the DEIR for the completely new project just before the Christmas and New Year holidays, on December 14, 2016.

### III. LEGAL STANDARD

CEQA requires that an agency analyze the potential environmental impacts of its proposed actions in an environmental impact report (“EIR”). See, e.g., Pub. Res. Code § 21100. The EIR is the very heart of CEQA. *Dunn-Edwards v. BAAQMD* (1992) 9 Cal.App.4th 644, 652. “The ‘foremost principle’ in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language.” *Comms. for a Better Env’t v. Calif. Resources Agency* (2002) 103 Cal. App. 4th 98, 109.

CEQA has two primary purposes. First, CEQA is designed to inform decision makers and the public about the potential, significant environmental effects of a project. 14 Cal. Code Regs. (“CEQA Guidelines”) § 15002(a)(1). “Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions before they are made. Thus, the EIR ‘protects not only the environment but also informed self-government.’” *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564. The EIR has been described as “an environmental ‘alarm bell’ whose purpose it is to alert the public and its responsible officials to environmental changes before they have reached ecological points of no return.” *Berkeley Keep Jets Over the Bay v. Bd. of Port Comm’rs.* (2001) 91 Cal. App. 4th 1344, 1354 (“*Berkeley Jets*”); *County of Inyo v. Yorty* (1973) 32 Cal.App.3d 795, 810.

Second, CEQA requires public agencies to avoid or reduce environmental damage when “feasible” by requiring “environmentally superior” alternatives and all feasible mitigation measures. CEQA Guidelines § 15002(a)(2) and (3); see also *Berkeley Jets*, 91 Cal. App. 4th 1344, 1354; *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564. The EIR serves to provide agencies and the public with information about the environmental impacts of a proposed project and to “identify ways that environmental damage can be avoided or significantly reduced.” CEQA Guidelines §15002(a)(2). If the project will have a significant effect on the environment, the agency may approve the project only if it finds that it has “eliminated or

substantially lessened all significant effects on the environment where feasible” and that any unavoidable significant effects on the environment are “acceptable due to overriding concerns.” Pub.Res.Code (“PRC”) § 21081; CEQA Guidelines § 15092(b)(2)(A) & (B).

While the courts review an EIR using an “abuse of discretion” standard, “the reviewing court is not to ‘uncritically rely on every study or analysis presented by a project proponent in support of its position. A ‘clearly inadequate or unsupported study is entitled to no judicial deference.’” *Berkeley Jets*, 91 Cal. App. 4th 1344, 1355 (emphasis added), quoting, *Laurel Heights Improvement Ass’n v. Regents of Univ. of Cal.* (1988) 47 Cal.3d 376, 391 409, fn. 12. A prejudicial abuse of discretion occurs “if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process.” *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal. App. 4th 713, 722; *Galante Vineyards v. Monterey Peninsula Water Mgmt. Dist.* (1997) 60 Cal. App. 4th 1109, 1117; *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal. App. 4th 931, 946.

#### **IV. THE DEIR INCLUDES AN INADEQUATE BASELINE.**

The DEIR fails to adequately describe baseline conditions in the Plan area. In several areas there is no baseline analysis at all. In others, the baseline data is far out of date, from 2010. 2010 data is inherently unrepresentative since the City and nation was in the midst of the worst recession since the great depression. Therefore, using 2010 baseline data will inherently bias the entire DEIR analysis.

Every CEQA document must start from a “baseline” assumption. The CEQA “baseline” is the set of environmental conditions against which to compare a project’s anticipated impacts. *Communities for a Better Environment v. So Coast Air Qual. Mgmt. Dist.* (2010) 48 Cal. 4th 310, 321. Section 15125(a) of the CEQA Guidelines (14 C.C.R., § 15125(a)) states in pertinent part that a lead agency’s environmental review under CEQA:

“...must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time [environmental analysis] is commenced, from both a local and regional perspective. This environmental setting will normally constitute the baseline physical conditions by which a Lead Agency determines whether an impact is significant.”

(See, *Save Our Peninsula Committee v. County of Monterey* (2001) 87 Cal.App.4th 99, 124-125 (“*Save Our Peninsula*.”) As the court of appeal has explained, “the impacts of the project must be measured against the ‘real conditions on the ground.’” (*Save Our Peninsula*, 87 Cal.App.4th 99, 121-123.) As the court has explained, using such a skewed baseline “mislead(s) the public” and “draws a red herring across the path of

public input.” (*San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 656; *Woodward Park Homeowners v. City of Fresno* (2007) 150 Cal.App.4th 683, 708-711.)

SoMa is among the most ethnically and economically diverse neighborhoods in the City. The neighborhood is home to 15% of the City’s minority and women owned businesses, and 8% of the City’s green businesses, which is significant given that the area makes up only 1% of the City’s land area.<sup>4</sup> The neighborhood has a slightly higher level of racial diversity than the City as a whole, with about 60% of the population being people of color.<sup>5</sup> Although the median household income is slightly higher than the City average, the neighborhood also has one of the highest levels poverty with 31% of the population living at or below 200% of the poverty threshold.<sup>6</sup>

The neighborhood faces extreme environmental challenges. As the San Francisco Department of Public Health (DPH) stated in a 2012 report:

due to close proximity to freeways and high traffic roads, the area has some of the poorest air quality in the City, with 13% of households living in an area exposed to greater than 10ug/m3 of fine particulate matter (PM 2.5) and 16% living in areas with ambient air pollution cancer risks greater than 100 in a million.<sup>7</sup>

Asthma and chronic obstructive pulmonary disease hospitalizations are approximately twice as high in Central SoMa as in the rest of the City.<sup>8</sup>

The neighborhood has one of the highest incidences of pedestrian injuries in the City. As DPH stated, “The incidence of severe injuries and deaths related to collisions between vehicles and pedestrians, cyclists, and other vehicles is amongst the highest in the City. The situation for pedestrians is especially troubling, as the average annual number of pedestrian injuries and fatalities per 100 road miles is six times higher in the Plan area compared to the City as a whole (48 vs. 8).”<sup>9</sup> The neighborhood also faces “amongst the highest violent and property crime rates in the City. During that time period, the number of assaults per 1,000 residents was 210 in the plan area and 44 for the City as a whole. Likewise, the property crime rate was 900 in the Plan area and 177 for the whole City.”<sup>10</sup>

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<sup>4</sup> San Francisco Department of Public Health, Environmental Health, Sustainable Communities Health Assessment: Central Corridor Plan, p. 6 (Nov. 30, 2012) (Exhibit F).

<sup>5</sup> Id. p. 21.

<sup>6</sup> Id. p. 3.

<sup>7</sup> Id. p. 3.

<sup>8</sup> Id. p. 22.

<sup>9</sup> Id. p. 3.

<sup>10</sup> Id. p. 4.

Finally, the neighborhood faces a severe lack of open space and parks. The same DPH report stated:

Public infrastructure areas that the Plan area performs more poorly in include public health facilities and parks and open space. The Recreational Area Access Score assesses relative access to park acreage at any point in the City. Here again the Plan area was one of the lowest performers. Currently 67% of residents live within 1/2 mile of a public recreational facility compared to 91% for the City as a whole. Additionally, only 16% of residents are within 1/4 mile of a community garden compared to 26% across the City.<sup>11</sup>

Thus, while Central SoMa is a robust, ethnically and economically diverse community, it also faces serious challenges in terms of a lack of open space, high levels of pollution, pedestrian safety and extreme traffic congestion. Solving these problems is the key to making the neighborhood livable and family friendly. Very little of this critical baseline information is included in the DEIR, making the document inadequate as a public information document.

Urban Planner Terrell Watt, AICP, explains that the DEIR's baseline data is out of date in many respects, for population, jobs-housing balance, public services and other impacts. (Watt Comment pp. 7-8).

## **V. THE EIR AND INITIAL STUDY HAVE AN INCONSISTENT AND INADEQUATE PROJECT DESCRIPTION.**

### **A. Initial Study is Inadequate Because it Describes an Entirely Different Project than in the DEIR.**

The Initial Study is patently inadequate because it describes an entirely different project from the Plan set forth in the DEIR. The Initial Study must accurately describe the Project in order to identify impacts to be analyzed in the EIR. The Initial Study fails to perform this task because it does not describe the Plan at all. The Initial Study was prepared in 2014. It describes a rectangular project area that extends from Market Street to Townsend and from Second Street to Sixth Street. The Plan set forth in the DEIR is entirely different, with most of the three blocks from Market Street to Folsom excluded from the Plan area. Clearly the Plan will have entirely different impacts than the project described in the Initial Study in all respects, including, but not limited to, traffic, air quality, pedestrian safety, jobs-housing balance, etc. A new initial study is required to analyze the Project actually proposed by the City and to identify impacts requiring analysis in an EIR. The DEIR relies on the Initial Study to conclude that eleven environmental impacts are less than significant. This makes no sense. The City

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<sup>11</sup> Id. p. 4.



may not rely on an Initial Study prepared for one project to conclude that a very different project has less than significant impacts. (See, Terrell Watt, AICP, Comments).

The purpose of an initial study is to briefly describe the proposed project and its impacts, and to identify significant impacts requiring analysis in an EIR. 14 CCR §15063. The initial study must contain an accurate description of the proposed project. 14 CCR §15063(d), 15071(a); *Christward Ministry v. Superior Court* (1986) 184 Cal.App.3d 180. For example, in *Taxpayers for Accountable School Bond Spending v. San Diego Unified School Dist.*, 215 Cal. App. 4th 1013, 1049 (2013), the court found an initial study to be inadequate because it did not disclose the number of football games to be held at a proposed stadium and it was therefore impossible to calculate the amount of traffic that would be generated by the project. ("Without a reasonable determination of the expected attendance at Hoover evening football games on completion of the Project, District may be unable to adequately compare the baseline attendance to expected attendance in determining whether there is a fair argument the Project may have a significant impact on traffic and/or parking.n22 (Guidelines, §§ 15125, subd. (a), 15126.2, subd. (a); *Communities*, at p. 320 & fn. 5.)")

The project description must include a description of the environmental setting of the Project. A CEQA document "must include a description of the environment in the vicinity of the project, as it exists before the commencement of the project, from both a local and a regional perspective." 14 CCR § 15125; see *Environmental Planning and Info. Council v. County of El Dorado* (1982) 131 Cal.App.3d 350, 354. "An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient [CEQA document]." *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 193; *Taxpayers for Accountable School Bond Spending v. San Diego Unified School Dist.*, 215 Cal. App. 4th 1013, 1049 (initial study must describe baseline conditions).

"[T]he Guidelines contemplate that "only one initial study need be prepared for a project. If a project is modified after the study has been prepared, the [lead] agency need not prepare a second initial study." *Gentry v. City of Murrieta*, 36 Cal. App. 4th 1359, 1384 (1995), citing, 1 Kostka & Zischke, supra, § 6.15, at p. 263; see also *Uhler v. City of Encinitas* (1991) 227 Cal. App. 3d 795, 803, disapproved on other grounds in *Quail Botanical Gardens Foundation, Inc. v. City of Encinitas* (1994) 29 Cal. App. 4th 1597, 1603; Guidelines, § 15063, subd. (a), 15070. However, when changes are made to a project after the initial study, the agency must have substantial evidence to show that the changes are not significant. *Building Code Action v. Energy Resources Conservation & Dev. Com.*, 102 Cal. App. 3d 577, 592 (1980). The City lacks substantial evidence to support its conclusion that a second initial study is not required.

**1. The DEIR Project Has a Vastly Different Geographic Scope, Populations and Jobs Projections, and Other Elements than the Initial Study.**

In this case, the 2014 Initial Study does not describe the Project at all. It describes an entirely different project with different project boundaries that is 11 square blocks larger than the Project set forth in the EIR. The project described in the Initial Study clearly has a different baseline than the Project set forth in the EIR, including population, traffic, existing office space, transit ridership, pedestrian safety history, etc. The project described in the Initial Study will also have different impacts in all respects from the Project set forth in the EIR. The Initial Study therefore fails to perform its basic function to describe the Project and its impacts and to identify issues requiring study in the EIR.

Urban Planner Terrell Watt, AICP, describes major differences between the various iterations of the project description. (Watt Comment, p. 5). Growth assumptions in the DEIR, Initial Study and Central SOMA Plan are vastly different:

Table IV-1, Summary of Growth Projections, presents the population and employment growth assumed in the Plan Area between 2010 (the base year for the analysis) and 2040 (“buildout year” or “planning horizon”). This growth amounts to approximately 14,400 additional households, approximately 25,500 additional residents and about 63,600 additional jobs under the Plan. DEIR at page IV-5.

Growth projected in the Initial Study includes up to 13,200 housing units (IS at page 85) and 56,400 new jobs (IS at page 81). In contrast, the Central SOMA Plan states: “With adoption of the Central SOMA Plan, there would be potential to build space for approximately to 45,000 jobs and 7,500 housing units. The Plan therefore represents an increase in development capacity of 450 percent for jobs and 300 percent for housing.” Central SOMA Plan at page 7. The Financial Analysis of San Francisco’s Central Soma Plan<sup>12</sup> (December 2016) is based on different growth assumptions than presented in DEIR, Initial Study and Plan: “The vision of the Central Soma Plan is to create a sustainable and vital neighborhood in the area immediately surrounding the Central Subway (expected to open in 2019) in San Francisco’s South of Market District. The Plan is projected to bring 40,000 jobs and 7,500 housing units to the area over the next 25 years.”

Clearly, the population, jobs and growth projections are entirely inconsistent throughout the environmental analysis. Will the Plan results in 7,500 housing units (Central SOMA Plan, p.7), or 14,400 (DEIR, p. IV-5), or 13,200 (IS, p. 85)? Will it create 40,000 new jobs (Financial Analysis), or 63,600 jobs (DEIR, p. IV-5), or 56,400 jobs (IS,

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<sup>12</sup> The Financial Analysis is intended to implement the Plan’s public benefits and as such it is of critical importance it be based on a stable and finite Project description that is consistent throughout the Plan, DEIR and other related documents. That is not the case and as such, a revised DEIR and revised policy papers and financial analyses must be completed based on a consistent, stable, complete and finite Project description.

p. 81)? Since these figures are fundamental to analysis of almost all other impacts (air pollution, traffic, public services, etc.), this wildly inconsistent project description renders the entire CEQA analysis inadequate. The City simply cannot rely on an Initial Study that assumed 56,400 new jobs, to conclude that a Plan that creates 63,600 new jobs has insignificant impacts.

## **2. The DEIR Project Has Entirely Different Goals than the Initial Study.**

Also, the project described in the Initial Study has very different project goals. The Initial Study project has five project goals:

1. Support transit-oriented growth, particularly workplace growth, in the Central SoMa area.
2. Shape the Central SoMa's urban form recognizing both City and neighborhood contexts.
3. Maintain the Central SoMa's vibrant economic and physical diversity.
4. Support growth with improved streets, additional open space, and other elements of "complete communities."
5. Create a model of sustainable growth.

(Central SOMA Plan Initial Study, p.3, [http://sfmea.sfplanning.org/2011.1356E\\_IS.pdf](http://sfmea.sfplanning.org/2011.1356E_IS.pdf)).

By contrast, the DEIR Project has eight very different goals:

1. Increase the capacity for jobs and housing;
2. Maintain the diversity of residents;
3. Facilitate an economically diversified and lively jobs center;
4. Provide safe and convenient transportation that prioritizes walking, bicycling, and transit;
5. Offer an abundance of parks and recreational opportunities;
6. Create an environmentally sustainable and resilient neighborhood;
7. Preserve and celebrate the neighborhood's cultural heritage; and
8. Ensure that new buildings enhance the character of the neighborhood and the city.

(Central SOMA DEIR, p. S-2, [http://sfmea.sfplanning.org/CentralSoMaPlanDEIR\\_2016-12-14.pdf](http://sfmea.sfplanning.org/CentralSoMaPlanDEIR_2016-12-14.pdf)).

Nowhere does the DEIR explain why the Project goals were so dramatically changed. Nor does the DEIR explain why the Project boundaries were so drastically altered. Clearly, the two projects are entirely different given that the basic project goals differ. A new Initial Study is therefore required to properly describe the Project and its impacts and to identify issues for analysis in a recirculated draft EIR.

### **3. The DEIR Eliminates the Mid-Rise Option that was Favored by the Central Corridor Plan.**

The DEIR also differs from the 2013 Draft Central Corridor Plan in that it “eliminate[s] the ‘mid-rise’ height limit option (Option A); this option is considered in this EIR as the Reduced Heights Alternative.” (DEIR p. II-4). The Mid-Rise Option limited building heights to no more than 130 feet throughout most of the plan area. By contrast, the DEIR Project allows building heights of 350 feet or more at many areas that were formerly limited. This is a drastic change from the Initial Study and Central Corridor Plan since those prior documents strongly favored the Mid-Rise Option. Indeed, in 2013 when the Plan was known as the Central Corridor Plan, City Planning staff articulated all of the right reasons for supporting the Mid-Rise Alternative. The Central Corridor Plan stated:

Urban design experience shows that people feel most comfortable on urban streets where the height of buildings is between  $\frac{3}{4}$  and  $1\frac{1}{4}$  times the width of the street, creating an “urban room” that has a pleasing, but not overwhelming, sense of enclosure and intimacy. The Plan proposes that the base height limits along all major streets in the Plan area should be 85 feet, lowering to 65 feet toward the western edge of the Plan area and in historic areas, such as the South End and near South Park. While in some areas the Plan proposes to allow buildings to rise above the 85-foot base height (generally to 130 feet), these upper stories would be required to set back by at least 15 feet in order to maintain the perception of the lower streetwall.... This scale is also consistent with both the traditional form and character of SoMa’s significant commercial and industrial buildings as well as aligning with the desire for larger floorplate, open floorplan, mid-rise buildings most desired by contemporary new economy companies.<sup>13</sup>

**PRINCIPLE 2: *The predominant character of SoMa as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk.***

The South of Market sits at a critical location in the city’s landscape. SoMa is a large expanse of flat land at the center of the east side of the City, sitting as an important balance and counterpoint to the dramatic hills that surround it, including the man-made “hill” of the downtown high-rise district, creating a dramatic amphitheater.

With relatively low buildings in comparison to the hills and high-rises around it, the South of Market allows expansive and cherished views to extend across it to and from the surrounding hills, districts and the major features of the region

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<sup>13</sup> Central Corridor Plan, p. 30.

beyond. In order to preserve this essential characteristic and preserve views across the area, height limits taller than 130 feet are generally kept to the southern portion of the Plan Area (Brannan Street southward), limited in distribution and widely spaced. It is important to note that mid-rise buildings are not necessarily synchronous with low densities... Because the number of potential buildings taller than 130 feet is limited to strategic locations adjacent to transit stations and their locations generously spaced, these buildings will be prominent from all directions and serve as local landmarks.<sup>14</sup>

#### **4. Initial Study and DEIR Use Out-of-Date Baseline Data.**

Also, the 2014 Initial Study uses out-of-date baseline data. Population, housing, traffic and other data used for the baseline analysis in the Initial Study was taken in 2010. Of course, 2010 was the height of the last recession. As a result, much of this data does not represent actual current baseline conditions, in which traffic, population, air pollution, and other impacts are all much higher. CEQA requires that the baseline reflect actual current conditions on the ground, not an unrepresentative time period, such as the greatest recession since the great depression. *Communities for a Better Environment v. So Coast Air Qual. Mgmt. Dist.* (2010) 48 Cal. 4th 310, 321; *Save Our Peninsula Committee v. County of Monterey* (2001) 87 Cal.App.4th 99, 124-125 (“Save Our Peninsula.”) As the court of appeal has explained, “the impacts of the project must be measured against the ‘real conditions on the ground.’” *Save Our Peninsula*, 87 Cal.App.4th 99, 121-123. As the court has explained, using such a skewed baseline “mislead(s) the public” and “draws a red herring across the path of public input.” *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 656; *Woodward Park Homeowners v. City of Fresno* (2007) 150 Cal.App.4th 683, 708-711.

Urban Planner Terrell Watt, AICP, explains that baseline data for employment, housing, population, public services, jobs-housing balance, and many other factors are either absent or out of date.

#### **5. City Staff Refused to Grant an Extension of the Comment Period Despite Massive Project Revisions and Two Federal Holidays.**

Exacerbating this problem is the fact that for at least three years, City staff led the public to believe that the project was as described in the Initial Study. In particular, the 2013 Central Corridor plan document strongly favored the Mid-Rise Alternative over the High-Rise Alternative, and described a project extending all the way to Market Street. Then, just a week before the holidays, on December 14, 2016, the City released the DEIR for a short 60-day comment period, for the first time unveiling the very different Project in the DEIR. CEQA does not countenance such “bait-and-switch”

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<sup>14</sup> Id. p. 32.

tactics which serve only to confuse and mislead the public and short-circuit the public process embodied in CEQA. “An accurate, stable and finite project description is the Sine qua non of an informative and legally sufficient EIR.” *County of Inyo v. City of Los Angeles* (1977), 71 Cal.App.3d 185 (rejecting an EIR that changed the project description over the course of the CEQA review process). The City has done the opposite – radically changing the project description after years of processes and public meetings in which an entirely different project was presented to the public. Despite this sleight of hand, the City flatly refused any extension of the public comment period, despite admitting that the situation met all of the City’s criteria for an extension, particularly given that the comment period fell over both the Christmas and New Year’s holidays. The City’s Environmental Review Officer responded to three separate requests for extension by stating:

The Planning Department has identified a number of situations that may warrant longer public review’ periods, such as those including projects affecting multiple sites in various locations, or an area larger than a single site; or in situations where multiple federally recognized holidays occur within a DEIR’s 45-day the public review period. Both situations apply to the Central SoMa Plan DEIR.

(Letter from Lisa M. Gibson, San Francisco Environmental Review Officer (Feb. 3, 2017). Despite admitting that the criteria for an extension had been met, the City proceeded to reject the extension request.

The City makes a mockery of CEQA and the public process. “Public participation is an essential part of the CEQA process.” (CEQA Guidelines §15201). “Environmental review derives its vitality from public participation.” (*Ocean View Estates Homeowners Assn. v. Montecito Water Dist.* (2004) 116 Cal.App.4th 396, 400). By dramatically altering the Project after years of public review, on the eve of the holiday season, and then refusing to extend the public comment period, the City “mislead(s) the public” and “draws a red herring across the path of public input.” *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 656; *Woodward Park Homeowners v. City of Fresno* (2007) 150 Cal.App.4th 683, 708-711.

## **VI. THE PROJECT IS FATALY INCONSISTENT WITH THE GENERAL PLAN AND OTHER APPLICABLE PLANNING DOCUMENTS.**

The DEIR incorrectly concludes that the Project is consistent with the General Plan and other applicable planning documents. In fact, the proposed Plan is plainly inconsistent with these planning documents, resulting in significant adverse environmental impacts.

The City must treat its analysis of conflicts with the General Plan seriously and land use decisions must be consistent with the plan. (CEQA Guidelines, App. G, Evaluation of Environmental Impacts, Item 6; Guidelines § 15125(d); Gov. Code §

65860(a)) The General Plan is intended to be the "constitution for all future developments," a "charter for future development," that embodies "fundamental land use decisions that guide the future growth and development of cities and counties." (*Families Unafraid to Uphold Rural El Dorado County v. Board of Supervisors of El Dorado County* (1998) 62 Cal.App.4th 1334, 1335; *Leshner Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal.3d 531, 54; *City of Santa Ana v. City of Garden Grove* (1979) 100 Cal.App.3d 521, 532) The "propriety of virtually any local decision affecting land use and development depends upon consistency with applicable general plan and its elements." (*Citizens of Goleta Valley v. Board of Supervisors of County of Santa Barbara* (1990) 52 Cal.3d 553, 570) The consistency doctrine has been described as the "linchpin of California's land use and development laws; it is the principal which infuses the concept of planned growth with the force of law." *Corona-Norco Unified School District v. City of Corona* (1993) 17 Cal.App.4th 985, 994.

A project's impacts may be deemed significant if they are greater than those deemed acceptable in a general plan or other applicable planning documents. (*Gentry v. City of Murrieta* (1995) 36 Cal.App.4th 1359, 1416). A significant impact on land use and planning would occur if the project would "[c]onflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect." (CEQA Guidelines Appendix G, § IX(b))

According to the CEQA Guidelines, "environmental effects" include direct and indirect impacts to land use and planning. Where the plan or policy was adopted to avoid negative environmental effects, conflicts with the plan or policy constitutes a significant negative impact. (*Oro Fino Gold Mining Corp. v. Co. of el Dorado* (1990) 225 Cal.App.3d 872, 881-882; see also *Endangered Habitats League, Inc. v. County of Orange* (2005) 131 Cal.App.4th 777, 783-4; *County of El Dorado v. Dept. of Transp.* (2005) 133 Cal.App.4th 1376; CEQA Guidelines, App. G, § IX(b)). Thus, under CEQA, a project results in a significant effect on the environment if the project is inconsistent with an applicable land use plan, policy or regulation adopted for the purpose of avoiding or mitigating one or more of these environmental effects.

The DEIR fails to conduct a complete and forthright consistency analysis with the General Plan and other applicable planning documents. The DEIR must be revised to analyze inconsistencies identify appropriate mitigations or set the foundation for a finding of overriding considerations.

The Plan is inconsistent with Policy 3.5 of the General Plan, which states, "Ensure that growth will not outpace improvements to transit of the circulation system." (DEIR P. III-9). The DEIR admits that the Plan would "result in substantial delays to a number of MUNI routes serving the area," (DEIR, p. IV.D-49), and "Development under the Plan ... would result in a substantial increase in transit demand that would not be

accommodated by local transit capacity, and would cause a substantial increase in delays resulting in adverse impacts on local and regional transit routes.” (DEIR, p. IV.D-43). This impact to transit is not only a significant impact under CEQA, it is prohibited by the General Plan. The DEIR’s conclusion that the Plan does not conflict with this General Plan Policy is arbitrary and capricious.

The Plan is inconsistent with the Urban Design Element of the General Plan, which states:

Policy 3.5: Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development; and

Policy 3.6: Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction

(DEIR p. III-10). The Plan allows buildings of 350 feet or more in an area that the City admits is a mid-rise neighborhood. As noted in the Central Corridor Plan, such tall buildings are inconsistent with the mid-rise character of the neighborhood. The City stated in the Central Corridor Plan, at page 32, “The predominant character of SoMa as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk.” Having made these statements in the Central Corridor Plan, the City cannot not simply ignore them. The court in the case *Stanislaus Audobon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4<sup>th</sup> 144 rejected a county’s argument that a revised initial study prepared by the county which contradicted the findings of the first initial study had not “relegated the first initial study to oblivion.” *Id.* at 154. The court stated, “We analogize such an untenable position to the **unringing of a bell**. The first initial study is part of the record. The fact that a revised initial study was later prepared does not make the first initial study any less a record entry nor does it diminish its significance, particularly when the revised study does not conclude that the project would not be growth inducing but instead simply proceeds on the assumption that evaluation of future housing can be deferred until such housing is proposed.” (*Id.* at 154 (emphasis added)). The City cannot conclude that a project may have significant impacts and then, when such admission is no longer convenient, simply change its conclusion to better suit its needs. The City conclusion of “no inconsistencies” with the General Plan (DEIR, p. III-10) are refuted by its own statements in the Central Corridor Plan.

The Plan is inconsistent with the Recreation and Open Space Element of the General Plan, Policy 1.9: Preserve sunlight in public open spaces. (DEIR, p. III-11). The DEIR admits that the Plan will create new shadow on several parks under the jurisdiction of the Recreation and Park Department, including South Park, Victoria Manalo Draves Park and Gene Friend Recreation Center, as well as several public open spaces. (DEIR, p. III-11). For example the DEIR admits that the Plan will create new shadows on the only Rec & Park property in the Plan area, South Park, and “could



increase shadow on portions of South Park during early morning and late afternoon hours from the spring equinox to the fall equinox (March through September). (DEIR, p. IV.H-35). In other words, the Plan will cast shadows on South Park for half of the year! Similarly, the DEIR admits that the Plan will cast shadows on the heavily used privately owned public open space (POPOS) located at 303 Second Street from noon “through much of the afternoon,” and shading up to one-third of the POPOS. (DEIR p. IV.H-38). Given these admissions, the DEIR’s finding that the Plan is somehow consistent with the General Plan Policy to “preserve sunlight in public open spaces” is arbitrary and capricious and lacks substantial evidence. Casting additional shadows for half of the year simply cannot be considered consistent with the policy of “preserving sunlight in public open spaces.”

The Plan is also inconsistent with the General Plan Objective 9: Reduce transportation-related noise, and Policy 11.1, Discourage new uses in areas in which the noise level exceeds the noise compatibility guidelines for that use. (DEIR p. III-12). The DEIR admits that “Development under the Plan, including the proposed street network changes, would generate noise that would result in exposure of persons to noise in excess of standards in the San Francisco General Plan or Noise Ordinance (Article 29 of the Police Code), and would result in a substantial permanent increase in ambient noise above existing levels.” (DEIR, p. S-71). Thus, the Plan will increase transportation-related noise and place new uses in areas that exceed noise guidelines, in direct violation of the General Plan. The DEIR’s conclusion of General Plan consistency is therefore arbitrary and capricious.

The Plan is plainly inconsistent with the Western SoMa Plan, yet the DEIR inexplicably concludes that the Plan would “not be demonstrably inconsistent with the Western SoMa Plan.” (DEIR, p. III-8). Most obviously, the Western SoMa Plan Policy 1.2.4 is to “Prohibit housing outside of designated Residential Enclave Districts (RED) south of Harrison Street.” (DEIR, p. III-6). The Plan is flatly inconsistent with this Policy, thereby resulting in a significant environmental impact that is not addressed in the DEIR.

A revised DEIR is required to acknowledge, address and mitigate these plan inconsistencies.

## **VII. THE DEIR FAILS TO ADEQUATELY ANALYZE AND MITIGATE SIGNIFICANT IMPACTS OF THE PLAN.**

At its core, CEQA requires the lead agency to identify all significant adverse impacts of a project and adopt all feasible mitigation measures or alternatives to reduce those impacts. 14 Cal. Code Regs. § 15002(a)(1). A prejudicial abuse of discretion occurs “if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process.” (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal. App. 4th 713, 722]; *Galante Vineyards v. Monterey Peninsula Water Management*

*Dist.* (1997) 60 Cal. App. 4th 1109, 1117; *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal. App. 4th 931, 946). The DEIR fails to meet these basic requirements.

**A. The Plan will have Significant Adverse Traffic Impacts that are not Disclosed or Analyzed in the DEIR.**

**1. The Plan will Increase Employee VMT, Resulting in a Significant Traffic Impact Under SB 743.**

The Plan will place thousands of cars each day into an area that already has unacceptable levels of traffic congestion. At rush hour, traffic is at a standstill in the Plan area. The Plan will add over 63,000 new jobs and 25,000 new residents to the area – more than doubling the number of jobs and tripling the number of residents in the area. (DEIR, p. IV-6). While many of these workers and residents may take public transit, there can be no dispute that many will drive cars, thereby adding to already unacceptable levels of traffic. The DEIR glosses over this obvious fact and makes the preposterous conclusion that the Plan will have less than significant traffic impacts. This conclusion simply fails the straight-face test. Anyone who has spent any time on roadways in this area will recognize that tripling the population of the area will have significant traffic impacts.

The DEIR relies on the recently passed SB 743 (Pub.Res.Code § 21099(b)(1)) for its counterfactual conclusion of not traffic impacts. However, even under the vehicle miles travelled (VMT) approach set forth in SB 743, the Plan will have significant traffic impacts. The SB743 regulations, 14 Cal.Code Regs. §15064.3, specify that a land use plan may have a significant impact on transportation if it is not consistent with the relevant sustainable community strategy (SCS). To be consistent with the SCS, the development must lead to VMT equal to or less than the VMT per capita **and** VMT per employee specified in the SCS. Plan Bay Area is the SCS (DEIR, p. VI.D-36), and it sets VMT target per capita at 10% below the 2005 Bay Area average. However, it does not set any target for employee VMT. (DEIR, p. IV.D-21, IV.D-36) Therefore, the city cannot claim that the development meets employee VMT targets in the SCS -- there are none. Even worse, the DEIR concludes that the plan will **increase** employment VMT from 8.2 to 8.7 in 2012 and from 6.8 to 7.1 in 2040. (DEIR p. IV.D-38). “With Plan implementation, VMT per capita would ... increase slightly in the office category.” (DEIR, p. IV.D-38). This should be no surprise since the Plan creates 63,000 new jobs, but only 25,000 new residents, so about 40,000 of the new employees will have to commute long distances. Since the plan will **increase** employee VMT, it has a significant traffic impacts even under the new VMT methodology set forth in SB 743. As a result, the City’ conclusion that the Plan has less than significant traffic impacts is arbitrary and capricious and the City has failed to proceed in a manner required by law. The City must acknowledge a significant traffic impact in a revised DEIR, analyze the

traffic impact, and implement all feasible mitigation measures and alternative to reduce this impact and consider all feasible alternatives.

Also, as discussed by Traffic Engineer Daniel T. Smith, PE, the Plan will drastically increase VMT in the Plan area. Mr. Smith explains:

DEIR Table IV-1 indicates that in the baseline (2010) condition, the Central SoMA population was 12,000, that in 2040 without the Project it would be 28,200, and in 2040 with the Project it would be 37,500. The same table also indicates that in the baseline year employment in Central SoMa was 45,600, that in 2040 without the Project it would be 72,800 and that in 2040 with the Project employment would be 109,200 jobs. At the VMT per capita rates disclosed in DEIR Table IV.D-6, the following would be total VMT generated in Central SoMa:

	<u>Baseline</u>	<u>2040 No Project</u>	<u>2040 With Project</u>
Population	25,200	50,760	60,000
<u>Employment</u>	<u>373,920</u>	<u>495,040</u>	<u>775,320</u>
Total	399,120	545,800	935,320

As can be seen from the above compilations, the 2030 No Project scenario generates almost 37 percent more net VMT than the Baseline; **the 2040 With Project scenario generates over 134 percent more net VMT than the Baseline and over 71 percent more than the 2040 No Project Scenario.** Since the public knows from information presented in this DEIR and from other recent DEIR's for projects having transportation effects on the Central SoMa area that there are already problems impacting motor vehicle traffic, bicyclists, pedestrians, the safety of all of the aforementioned, and transit operations. In that situation adding development to the area that generates 134 percent more than existing uses and 71 percent more than development to 2040 under existing plans and zoning is significantly impactful on transportation

(Smith Comment, p. 2). Since the Plan will increase VMT, the City must conclude that it will have significant impacts even under SB 743.

## **2. The Plan will have Highly Significant Traffic Impacts.**

Traffic Engineer Daniel T. Smith, P.E. shows that the Plan will have highly significant traffic impacts and will create massive delays and traffic congestion in the plan area. Mr. Smith concludes (Smith Comment pp. 3-4):

- With the Project traffic and the Howard/Folsom one-way street configuration option, in the AM peak, intersections experiencing delay levels at LOS E or worse (55 seconds or more average delay per vehicle) would increase from 3 of the 36 studied under the existing condition to 21 of 36. In the PM peak, with the

Project and the Howard/Folsom one-way street configuration, the number of intersections operating at LOS E or worse would increase from 19 of 80 in the existing condition to 39 of 80 with the Project traffic and subject street configuration

- With the Howard/Folsom two-way street configuration option, in the AM peak, the number of intersections operating at LOS E or worse would increase from 3 of 36 in the existing condition to 17 of 36 with the plan and the subject street configuration. In the pm peak the number of intersections operating at LOS E or worse would increase from 19 of 80 in the existing condition to 37 of 80 with Project traffic and the two way street configuration.
- As to the freeway ramp analysis, 8 of the 11 ramps analyzed operate at vehicle densities of 35 passenger cars per mile per lane (volumes reflecting breakdown conditions) in the AM and/or PM peak in the existing condition. With the addition of Project related traffic and the proposed street network changes, 10 of the 11 ramps would operate at vehicle densities of 35 passenger cars per mile per lane in the AM and/or Pm peak hour.

### **3. The Traffic Analysis Uses an Improper Baseline.**

As discussed above, CEQA requires the agency to use a baseline that represents real conditions on the ground at the time of CEQA review. Mr. Smith concludes that the DEIR fails to use a representative traffic baseline. The DEIR relies on traffic baseline data from 2011 and earlier. This data reflects a recessionary period. It does not reflect much higher traffic currently found in the area.

### **4. The Plan Will Have Significant Adverse Impacts to Emergency Vehicle Access.**

Mr. Smith concludes that the Plan will have significant adverse impacts to emergency vehicle access that are not disclosed or analyzed in the DEIR. (Smith Comment, p. 7). The DEIR asserts without foundation that although traffic congestion would occur, that the California Vehicle Code requires that other motor vehicles get out of the way of emergency vehicles and because emergency vehicles primarily use arterial streets where there is purportedly room to get out of the way of emergency vehicles, despite the fact that the DEIR admits there would be increased traffic congestion with the Project, it asserts without sound foundation that there would be no significant impact on emergency vehicle traffic. This assertion is inconsistent with the information in the DEIR's traffic impact analysis at DEIR pages IV.D-41 through 43 which indicate that:

- With the Project, 10 of 11 freeway ramps serving the Project area would be at "breakdown levels" during the AM and/or PM peak periods. Breakdown levels on the on ramps causes extensive queuing on City surface streets that would impair emergency vehicle traffic even on arterials because other drivers may not have

the room to comply with the Vehicle Code and get out of the way quickly. "Breakdown levels" on the off ramps involves queues onto the freeway mainlines. The confined ramps provide motorists little opportunity to comply with the vehicle code and get out of the way and motorists at the critical ramp exit points will not even know that an emergency vehicle is coming until it has slowly worked its way toward the head of the exit queue.

- With the Project, up to 21 of the 36 study area intersections that were analyzed for the AM peak hour and up to 39 of the 80 study area intersections that were analyzed for the PM peak hour are reported to experience highly deficient delay conditions. At these traffic delay levels that imply significant queuing, even on arterial width roadways, traffic is likely to be too congested to comply with the Vehicle Code mandate to get out of the way of emergency vehicles.

The DEIR's unsubstantiated and conclusory statements about emergency vehicle access impacts of the Project must be revised and made consistent with findings made elsewhere in the DEIR.

#### **5. The Plan will have Significant Parking Impacts that are Not Disclosed or Mitigated in the DEIR.**

Parking impacts are significant under CEQA. In *Taxpayers for Accountable School Bond Spending v. San Diego Unified School Dist.*, 215 Cal. App. 4th 1013, 1051 (2013), the court rejected the City of San Francisco's position that parking impacts are not significant impacts under CEQA, holding, "Therefore, as a general rule, we believe CEQA considers a project's impact on parking of vehicles to be a physical impact that could constitute a significant effect on the environment." "To the extent the lack of parking affects humans, that factor may be considered in determining whether the project's effect on parking is significant under CEQA." *Taxpayers for Accountable School Bond Spending v. San Diego Unified School Dist.*, 215 Cal. App. 4th 1013, 1053.

The Plan will have significant parking impacts. The DEIR admits that the Plan will create a shortfall of parking of 15,500 parking spaces. (DEIR, p. IV.D-77). The DEIR states:

there could be a shortfall in parking spaces provided relative to the projected demand (i.e., a shortfall of about 15,550 parking spaces). This shortfall could be greater if development projects provide less than the maximum permitted parking spaces. It is anticipated that a portion of the shortfall would be accommodated on-street, particularly the overnight residential parking demand, and a portion of the shortfall could potentially be accommodated off-street in public parking facilities serving the daytime non-residential parking demand (e.g., the SFMTA Fifth & Mission/Yerba Buena Garage). As a result of the parking shortfall, some

drivers may circle around the neighborhood in search of parking, which would increase traffic congestion on the local street network.

Id. Despite these statement, the DEIR concludes that parking impacts would be less than significant. (DEIR, p. IV.D-78). This conclusion simply does not logically follow from the DEIR's own analysis. As such it is arbitrary and capricious.

## **6. The Traffic Analysis Fails to Analyze Cumulative Impacts.**

Traffic Engineer Smith concludes that the traffic analysis fails to include many reasonably foreseeable future projects, such as Pier 70 in the nearby Dogpatch neighborhood, and many others. These projects will have cumulative traffic impacts together with the Project, which are not analyzed or mitigated in the DEIR.

### **B. The Plan will have Significant Adverse Air Quality Impacts that are not Disclosed or Analyzed in the DEIR.**

As discussed by environmental consultants, Matthew Hagemann, C.Hg., and Jessie Jaeger, B.S., or Soil Water Air Protection Enterprise (SWAPE), the air quality analysis is woefully inadequate. SWAPE states:

The DEIR concludes that the Plan would have a less than significant air quality impact (p. IV.F-33). This conclusion, however, is incorrect for several reasons. First, the air quality analysis conducted within the DEIR is based on outdated baseline data that do not accurately reflect current traffic, air quality, pedestrian safety, and population within the Plan area. Second, the DEIR fails to account for all major development projects currently being considered within the area. As a result, the Plan's net increase in criteria air pollutants within the area, as well as it's cumulative air quality impact, are misrepresented. Due to these reasons, we find the DEIR's air quality analysis and resultant significance determination to be inadequate, and require that an updated DEIR be prepared to adequately evaluate the Plan's air quality impact. (Exhibit B, p.1).

While the DEIR admits that individual projects built pursuant to the Plan may have significant impacts, (DEIR, p. IV.F-34), it fails to acknowledge that these individual projects are made possible only because of the Plan and it is therefore the Plan itself that has significant impacts, as well as the individual projects. In essence, the City acknowledges individual impacts of specific projects, while ignoring cumulative impacts of the Plan.

### **1. Air Quality Baseline Analysis is Inadequate.**

First the air quality analysis cannot be adequate if it uses an erroneous baseline. *CBE v. SCAQMD, supra*. The DEIR fails to disclose that the San Francisco Department

of Public Health has determined Plan area has among the worst air quality in the City, due primarily to extreme traffic congestion. An SFDPH 2012 report states:

due to close proximity to freeways and high traffic roads, the area has some of the poorest air quality in the City, with 13% of households living in an area exposed to greater than 10ug/m<sup>3</sup> of fine particulate matter (PM 2.5) and 16% living in areas with ambient air pollution cancer risks greater than 100 in a million.<sup>15</sup>

Asthma and chronic obstructive pulmonary disease hospitalizations are approximately twice as high in Central SoMa as in the rest of the City.<sup>16</sup> Almost the entire Plan area is in an Air Pollution Exposure Zone (APEZ), meaning that airborne cancer risks exceed 100 per million. (DEIR, Figure IV.F-1). Without this critical baseline information, the DEIR analysis is meaningless. *Taxpayers for Accountable School Bond Spending v. San Diego Unified School Dist.*, 215 Cal. App. 4th 1013, 1049 (Cal. App. 4th Dist. 2013) (“Without a reasonable determination of the expected attendance at Hoover evening football games on completion of the Project, District may be unable to adequately compare the baseline attendance to expected attendance in determining whether there is a fair argument the Project may have a significant impact on traffic and/or parking.” (Guidelines, §§ 15125, subd. (a), 15126.2, subd. (a); *Communities*, at p. 320 & fn. 5.)”)

In *Kings County Farm Bureau v. City of Hanford*, 221 Cal.App.3d at 718, the court concluded that an EIR inadequately considered an air pollution (ozone) cumulative impact. The court said: “The [ ] EIR concludes the project’s contributions to ozone levels in the area would be immeasurable and, therefore, insignificant because the [cogeneration] plant would emit relatively minor amounts of [ozone] precursors compared to the total volume of [ozone] precursors emitted in Kings County. The EIR’s analysis uses the magnitude of the current ozone problem in the air basin in order to trivialize the project’s impact.” The court concluded: “The relevant question to be addressed in the EIR is not the relative amount of precursors emitted by the project when compared with preexisting emissions, but **whether any additional amount of precursor emissions should be considered significant in light of the serious nature of the ozone problems in this air basin.**” (Emphasis added). The *Kings County* case was reaffirmed in *Communities for a Better Environment v. Cal. Res. Agency*, 103 Cal.App.4th at 116, where the court rejected cases with a narrower construction of “cumulative impacts.”

As in Kings County, given the already extreme air pollution problems facing the Plan area, the Project’s air quality impacts are even more significant. The DEIR glosses over this issue by failing to acknowledge the air pollution baseline.

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<sup>15</sup> Id. p. 3.

<sup>16</sup> Id. p. 22.

## **2. Plan Exceeds Applicable CEQA Significance Thresholds.**

The DEIR erroneously concludes that the Plan will have less than significant air quality impacts. (DEIR, p. IV.F-33). The DEIR bases this conclusion on the allegation that growth in VMT will be less than growth in population. *Id.* However, as discussed above, employee VMT will actually increase under the Plan. Therefore, this conclusion is contradicted by the facts and is arbitrary and capricious.

### **a. DEIR Violates SB 743 by Basing Air Quality Impacts on VMT.**

SB 743, expressly states that even if VMT is reduced (which it is not), the agency must still analyze air quality impacts and pedestrian safety impacts, among others. Pub. Res. Code §21099(b) states:

(3) This subdivision does not relieve a public agency of the requirement to analyze a project's potentially significant transportation impacts related to air quality, noise, safety, or any other impact associated with transportation. The methodology established by these guidelines shall not create a presumption that a project will not result in significant impacts related to air quality, noise, safety, or any other impact associated with transportation. Notwithstanding the foregoing, the adequacy of parking for a project shall not support a finding of significance pursuant to this section.<sup>17</sup>

The City has done precisely what is prohibited by SB 743. The City concludes (erroneously) that since the Plan reduces VMT, it does not have significant air pollution impacts. SB 743 prohibits this type of analysis and requires an independent analysis of air quality impacts. Therefore, the City has failed to proceed in a manner required by law and has thereby abused its discretion.

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<sup>17</sup> OPR Draft Regulations for SB 743, p. III:15 (Jan. 20, 2016) state:

Models can work together. For example, agencies can use travel demand models or survey data to estimate existing trip lengths and input those into sketch models such as CalEEMod to achieve more accurate results. Whenever possible, agencies should input localized trip lengths into a sketch model to tailor the analysis to the project location. However, in doing so, agencies should be careful to avoid double counting if the sketch model includes other inputs or toggles that are proxies for trip length (e.g. distance to city center). Generally, if an agency changes any sketch model defaults, it should record and report those changes for transparency of analysis. Again, trip length data should come from the same source as data used to calculate thresholds, to be sure of an "apples-to-apples" comparison.



**b. Plan Has Highly Significant Air Quality Impacts Related to Criteria Air Pollutants.**

The DEIR acknowledges that the BAAQMD has established CEQA significance thresholds for air pollution, and that these thresholds apply to the Plan. (DEIR, p. IV.F.1; IV.F-7; IV.F-35).

- Under BAAQMD CEQA Guidelines, a CEQA project with more than 510 apartments or condominiums will have significant emissions of the zone precursor, reactive organic gases (ROGs). (DEIR, p. IV.F-35). The Plan will result in 14,400 new housing units in the Plan area – 28 times above the BAAQMD CEQA significance threshold!
- Under the BAAQMD CEQA Guidelines, a project with more than 346,000 square feet of office space will have significant emission of the ozone-precursor, nitrogen oxides (NOx). (DEIR, p. IV.F-35). The Plan will allow 10,430,000 square feet of office space – 30 times above the BAAQMD CEQA Threshold.

When an impact exceeds a duly adopted CEQA significance threshold, as here, the agency abuses its discretion if it refuses to acknowledge a significant impact. Indeed, in many instances, such air quality thresholds are the only criteria reviewed and treated as dispositive in evaluating the significance of a project's air quality impacts. See, e.g. *Schenck v. County of Sonoma* (2011) 198 Cal.App.4th 949, 960 (County applies BAAQMD's "published CEQA quantitative criteria" and "threshold level of cumulative significance"). See also *Communities for a Better Environment v. California Resources Agency* (2002) 103 Cal.App.4th 98, 110-111 ("A 'threshold of significance' for a given environmental effect is simply that level at which the lead agency finds the effects of the project to be significant"). The California Supreme Court recently made clear the substantial importance that a BAAQMD significance threshold plays in providing substantial evidence of a significant adverse impact. *Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 327 ("As the [South Coast Air Quality Management] District's established significance threshold for NOx is 55 pounds per day, these estimates [of NOx emissions of 201 to 456 pounds per day] constitute substantial evidence supporting a fair argument for a significant adverse impact"). The City has abused its discretion by failing to disclose the Plan's significant criteria air pollutant impacts. A recirculated DEIR is required to disclose this impact and propose all feasible mitigation measures.

**c. Plan Has Highly Significant Air Quality Impacts Related to Toxic Air Contaminants.**

Almost the entire Plan area is already listed as an Air Pollution Exposure Zone (APEZ), meaning air pollution-related cancer risk already exceeds 100 per million. (DEIR Figure VI.F-1). Under BAAQMD CEQA significance thresholds, any increase in cancer risk above 10 per million is considered significant. (DEIR, p. IV.F.23). The DEIR admits that “as a result of Plan-generated traffic ... excess cancer risk within the Air Pollutant Exposure Zone would increase by as much as 226 in a million and PM-2.5 concentrations would increase by up to 4.54 ug/m<sup>3</sup> at individual receptor points. These levels substantially exceed the thresholds identified in the Approach and Analysis subsection.” (DEIR p. IV.F.-48). In other words, the Plan will cause cancer risk to almost triple in the Plan area, from 100 per million to 326 per million. The increase of 226 per million exceeds the CEQA significance threshold by 22 times. Of particular concern to the Neighbors is the fact that the property at 631 Folsom, is currently not within the APEZ. (DEIR Figure VI.F-1). However, with Plan implementation, the property will exceed the cancer risk threshold and it will be re-designated as part of the APEZ. (DEIR, Figure IV.F-3). This is a particular concern to the Neighbors because the building is not equipped with high efficiency air filtration (MERV-13), and the DEIR includes no mitigation measure to require retrofitting of existing buildings with filtration.

**d. The DEIR Contains Inadequate Air Pollution Mitigation and Alternatives.**

While the DEIR acknowledges that the Plan has significant impacts related to toxic air contaminants (TACs), it does not impose all feasible mitigation measures to reduce such impacts. The DEIR contains only four weak mitigation measures to reduce air quality impacts: 1) electrical hook-ups for diesel trucks at refrigerated warehouses; 2) low-VOC paints; 3) best available control technology for diesel back-up generators; and 4) “other measures” to reduce air pollutant emissions.

**i. DEIR Improperly Relies on Deferred Air Mitigation.**

The fourth mitigation measure is a clear example of deferred mitigation that is prohibited by CEQA. CEQA requires mitigation measures to be clearly set forth in the EIR so that the public may analyze them and their adequacy. “Other” undefined measures provides not specificity. Feasible mitigation measures for significant environmental effects must be set forth in an EIR for consideration by the lead agency’s decision makers and the public before certification of the EIR and approval of a project. The formulation of mitigation measures generally cannot be deferred until after certification of the EIR and approval of a project. Guidelines, section 15126.4(a)(1)(B) states: “Formulation of mitigation measures should not be deferred until some future time. However, measures may specify performance standards which would mitigate the significant effect of the project and which may be accomplished in more than one specified way.”

"A study conducted after approval of a project will inevitably have a diminished influence on decisionmaking. Even if the study is subject to administrative approval, it is analogous to the sort of post hoc rationalization of agency actions that has been repeatedly condemned in decisions construing CEQA." (*Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 307.) "[R]eliance on tentative plans for future mitigation after completion of the CEQA process significantly undermines CEQA's goals of full disclosure and informed decisionmaking; and[,] consequently, these mitigation plans have been overturned on judicial review as constituting improper deferral of environmental assessment." (*Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 92 (Communities).)

The fourth mitigation measure is a clear example of deferred mitigation prohibited by CEQA. A new DEIR is required to clearly identify specific mitigation measures that will be required to reduce air pollution impacts.

## **ii. DEIR Fails to Analyze or Require all Feasible Mitigation Measures.**

There are numerous feasible mitigation measures that should be required to reduce the Plan's air quality impacts. The California Attorney General has published a list of feasible measures to reduce greenhouse gas emissions from projects and area plans. (Addressing Climate Change at the Project Level, California Attorney General's Office, Available at [http://aq.ca.gov/globalwarming/pdf/GW\\_mitigation\\_measures.pdf](http://aq.ca.gov/globalwarming/pdf/GW_mitigation_measures.pdf), Exhibit E). These same measures would reduce the Plans emissions of NOx, ROG and TACs. All of the measures in the Attorney General document should be analyzed in a revised DEIR and imposed a mandatory mitigation measures. These measures include, but are not limited to:

- Energy efficiency audits of existing buildings.
- Energy efficiency upgrades to existing buildings not otherwise required by law, including heating, ventilation, air conditioning, lighting, water heating equipment, insulation and weatherization (perhaps targeted to specific communities, such as low-income or senior residents).
- Programs to encourage the purchase and use of energy efficient vehicles, appliances, equipment and lighting.
- Programs that create incentives to replace or retire polluting vehicles and engines.
- Programs to expand the use of renewable energy and energy storage.
- Preservation and/or enhancement of existing natural areas (e.g., forested areas, agricultural lands, wildlife habitat and corridors, wetlands, watersheds, and groundwater recharge areas) that provide carbon sequestration benefits.
- Improvement and expansion of public transit and low- and zero-carbon transportation alternatives.
- Requiring solar photo-voltaic panels on all new and existing buildings.

- Require Energy Star Appliances in all new buildings.
- Require energy efficient lighting in all new buildings, particularly LED.
- Require all new buildings to be LEED certified.
- Require solar hot water heaters.
- Require water-efficiency measures.
- Require energy storage facilities to store solar energy.
- Require electric vehicle charging stations to encourage use of the clean cars.

All of these measures are feasible and should be analyzed in a revised DEIR.

**C. The Plan will have Significant Adverse Visual Impacts that are not Disclosed or Analyzed in the DEIR.**

The Plan will have significant adverse visual impacts because it conflicts with height and bulk prevailing in the area. As discussed above, the Plan is inconsistent with the Urban Design Element of the General Plan, which states:

Policy 3.5: Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development; and

Policy 3.6: Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction

(DEIR p. III-10). The Plan allows buildings of 350 feet or more in an area that the City admits is a mid-rise neighborhood. This is not only inconsistent with the General Plan, but also with the Plan's own Goal 8.3: "Reinforce the character of Central SoMa as a mid-rise district with tangible 'urban rooms.'" (DEIR, p. II-23). The DEIR states, "some observers could be more keenly aware of any increase in building height or overall density, and these observers could find these changes substantially disruptive." (DEIR, p. IV-B.32). The DEIR states that the "Plan would seek to retain the character of the mid-rise district, limiting the presence of high-rises to areas near transit stations," (DEIR, p. IV.B-34), yet by allowing 350 buildings on Second and Harrison, the Plan violates this principle.

As noted in the Central Corridor Plan, such tall buildings are inconsistent with the mid-rise character of the neighborhood. The City stated in the Central Corridor Plan, at page 32, "The predominant character of SoMa as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk." The Central Corridor Plan also stated:

Given the amount of high-rise space recently enabled through the Transit Center District Plan and goals to build on and complement the character of SoMa, this Plan does not envision high rise development as a major component of the Central Corridor Plan. Rather, it promotes the kind of mid-rise development that

is more in line with SoMa's current character and can also enable the large floorplate work spaces that are in high demand, yet difficult to find and secure, in central City locations.

In general, the mid-rise heights set by the plan provide for the same, and in some cases even more, density that would be provided with taller buildings. The large floor-plates possible on large development sites, combined with heights ranging from 8 to 12 stories, enables a significant amount of density. Conversely, the combination of necessary bulk limitations, tower separation requirements for high rise buildings and the realities of designing elegant tall buildings that maximize light, air and views to both tenants and the neighborhood, limits the amount of incremental additional development possible with a tower prototype. For instance, on a 100,000 square foot site, a mid-rise building at 130 feet in height would yield more development space than two 200-foot towers constructed above an 85-foot base on the same site.

However, to enable the option for more high-rise buildings, the Plan does include a High Rise Alternative, which amplifies height limits in certain areas, expanding opportunities for buildings taller than 130 feet.

Central Corridor Plan, p. 116. Having made these statements in the Central Corridor Plan, the City cannot not simply "unring the bell." *Stanislaus Audobon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4<sup>th</sup> 144. The DEIR's conclusion that the Plan has no significant visual impacts is arbitrary and capricious and ignore the conflicts with the General Plan. (DEIR, p. IV.B-33).

By allowing very tall buildings throughout the Plan area, the Plan conflicts with the Urban Design Element, and creates a significant aesthetic impact on the neighborhood. This impact must be disclosed and mitigated in a revised DEIR. The most obvious way to reduce this impact is for the City to adopt the Reduced Height (Mid-Rise) alternatives.

**D. The Plan will have Significant Adverse Growth-Inducing Impacts that are Inadequately Analyzed in the DEIR.**

CEQA requires that an EIR include a detailed statement setting forth the growth-inducing impacts of a proposed project. Pub. Res. Code Section 21100(b)(5). A proposed project is either directly or indirectly growth inducing if it: (1) fosters economic or population growth or requires additional housing; (2) removes obstacles to growth; (3) taxes community services or facilities to such an extent that new services or facilities would be necessary; or (4) encourages or facilitates other activities that cause significant environmental effects. CEQA Guidelines Section 15126.2(d). While growth inducing impacts of a project need not be labeled as adverse, the secondary impacts of growth (e.g., traffic, air pollution, etc.) may be significant and adverse. In such cases,

the secondary impacts of growth inducement must be disclosed as significant secondary or indirect impacts of the project. The analysis required is similar in some respects to the analysis required to analyze impacts associated with population and housing.

Urban Planner Terrell Watt, AICP, explains that the DEIR contains a discussion of Growth Inducement at Section V.D. The discussion acknowledges the proposed zoning changes under the Project would expand the Plan Area's capacity for growth through a planning horizon year of 2040, during which time up to an additional 14,500 residential units and up to an additional 63,600 jobs could be accommodated in the Plan Area. The discussion provides no analysis of the Project's potential to induce growth in accordance with CEQA, nor does the discussion reach any conclusions as to the significance of growth inducing impacts instead relying on the assertion that the growth allowed by the Project is simply an accommodation of growth projected for the region.

Watt states:

There is no question the Project will allow substantial growth in the Central SOMA neighborhood; more than an increase of 450 percent for jobs and at least 300 percent for housing. Due to the Project's high employment to housing ratio regardless of which jobs growth assumption, the Project will result in additional demand for housing in the Project area or beyond. In addition, substantial new non-residential and residential growth will require additional public services, likely including expansion and therefore construction of facilities in the neighborhood or adjacent neighborhoods. Yet the DEIR neither discloses or analyzes these impacts. CEQA requires that if new construction of housing will occur to accommodate the Project's employees or services expanded, then the EIR must analyze the environmental impacts of that construction. The appropriate components for an adequate analysis include: (1) estimating the amount, location and time frame for growth that may result from the implementation of the Project (e.g., additional housing); (2) considering whether the new population would place additional demands on public services such as fire, police, recreation, emergency, health, childcare or schools; (3) applying impact assessment methodology to determine the significance of secondary or indirect impacts as a result of growth inducement; and (4) identifying mitigation measures or alternatives to address significant secondary or indirect impacts. CEQA Guidelines Appx. G Section XIII(a). The DEIR must be revised to provide this analysis.

**E. The DEIR's Analysis of Population, Employment and Housing Impacts is Inadequate.**

The DEIR concludes that population, employment and housing impacts of the Plan will be less than significant. (DEIR Appendix B, Initial Study at page 82, DEIR in

reliance on the Initial Study at page I-2). As discussed by Urban Planner Terrell Watt, AICP, this conclusion is untenable and not supported by substantial evidence. Watt explains:

Instead of providing an adequate analysis of these impacts based on the current Project, the DEIR refers to the discussion of Population and Housing in the Initial Study in reaching its conclusion that impacts will be less than significant. There are many reasons this approach is flawed. First, accurate and consistent existing and projected population, housing and job growth are essential facts to support this conclusion. The Project addressed in the Initial Study and the DEIR are different and therefore the Initial Study cannot adequately analyze the Project as currently proposed. See e.g., Table 4, 5 and 6 in the Initial Study and Table IV-1 in the DEIR at page IV-6. Second, the conclusion that impacts associated with both direct and indirect population growth in the area will be less than significant is not supported by analysis, facts or evidence as required. The Project (Plan) clearly will add significantly to the population and employment of the Project area, changing the character of the area and increasing the jobs to housing imbalance. The Initial Study states that the Project (Plan) allows up to 56,400 new jobs by 2040 and an increase in population of 23,400. New housing units under the Project (Plan) total approximately 13,200 according to the Initial Study. DEIR Appendix B, Initial Study at page 85.<sup>18</sup> Despite this substantial increase in jobs, residents and housing, the Initial Study dismisses impacts as less than significant based on the assertion the growth is within projected growth for the City as a whole and that the Plan itself “would not result in direct physical changes to population or housing.” DEIR Appendix B, Initial Study at page 80. This is simply wrong. The Project (Plan) by allowing substantial development in the area including development projects proposed in reliance on the Plan and “that would be allowed under the Plan” will result in changes to the physical environment; changes that must be analyzed in the DEIR. (DEIR at page IV-8 to IV-10). The argument that the Project will result in less than significant impacts because growth is within regional and/or City-wide growth projections is contrary to CEQA’s requirement to analyze the significant impacts of a Project against existing conditions (setting) and for the project area. By any measure, the increase in growth as a result of the adoption of the Project is substantial and the numerous impacts associated with substantial new growth of jobs and housing significant as well.

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The additional of 25,000 new residents and 63,000 jobs will certainly increase need for a full range of services including schools, day care, police, fire, medical

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<sup>18</sup> It is noteworthy these growth assumptions are vastly different than presented in the Central SOMA Plan, DEIR, Financial Analysis and policy papers. See discussion of Growth Inducement in this letter for examples of the vastly different descriptions of growth under the Project.

and more. This increased demand would also further induce businesses to expand and new businesses would crop up to serve the larger population. This would require new employees and draw new residents to the area, who in addition to the direct employment generated by the Project, would also need housing. Neither DEIR nor Initial Study analyze these impacts. In addition, the Project includes Plan objectives implemented through zone changes to favor non-residential development over other kinds of growth and favoring office space and hotels. DEIR at II-13. The result of favoring non-residential over residential development is likely to be an even greater than disclosed jobs housing imbalance. The direct and indirect impacts of this growth must be disclosed and analyzed in a revised and recirculated DEIR.

**F. The Plan will have Significant Adverse Open Space Impacts that are not Disclosed or Analyzed in the DEIR.**

The DEIR admits that the Plan area suffers from an extreme lack of open space. South Park is the only Rec and Park property in the Plan area. (DEIR, p. II-31). However, the Plan creates almost no new open space area. Worse, it degrades existing open space areas by casting shadows on existing parks and POPOS throughout the Plan area, in violation of the General Plan. (See discussion above). Therefore the DEIR's conclusion that the Plan has no adverse open space impacts is arbitrary and capricious.

The DEIR should be revised to propose specific new open space areas. One prime opportunity for a new open space area is the parking lot located at 350 Second Street. The DEIR should consider other potential open space areas and parks, and also new POPOS throughout the area. This would support the Plan's own Objective, 5.2, "Create new public parks." (DEIR, p. II-31).

The DEIR should also require implantation of the Reduced Height Alternative as a way to reduce shadow impacts on South Park and other public open spaces in the Plan area.

**G. The Plan will have Significant Adverse Shadow Impacts that are not Disclosed or Analyzed in the DEIR.**

The DEIR erroneously concludes that the Plan does not have significant shadow impacts. (DEIR, p. IV.H-21). This finding ignores the Plan's inconsistency with the General Plan. As discussed above, The Plan is inconsistent with the Recreation and Open Space Element of the General Plan, Policy 1.9: Preserve sunlight in public open spaces. (DEIR, p. III-11). The DEIR admits that the Plan will create new shadow on several parks under the jurisdiction of the Recreation and Park Department, including South Park, Victoria Manalo Draves Park and Gene Friend Recreation Center, as well as several public open spaces. (DEIR, p. III-11). For example the DEIR admits that the



Plan will create new shadows on the only Rec & Park property in the Plan area, South Park, and “could increase shadow on portions of South Park during early morning and late afternoon hours from the spring equinox to the fall equinox (March through September). (DEIR, p. IV.H-35). In other words, the Plan will cast shadows on South Park for half of the year! Similarly, the DEIR admits that the Plan will cast shadows on the heavily used privately owned public open space (POPOS) located at 303 Second Street from noon “through much of the afternoon,” and shading up to one-third of the POPOS. (DEIR p. IV.H-38).

Given these conflicts with the General Plan, the DEIR’s finding that the Plan has no significant shadow impacts is arbitrary and capricious. The Reduced Height Alternative would reduce this impact and is feasible and would achieve all project goals.

#### **H. The Plan will have Significant Adverse Pedestrian Safety Impacts that are not Disclosed or Analyzed in the DEIR.**

The DEIR erroneously concludes that the Plan would have less than significant impacts related to pedestrian safety. (DEIR, p. IV.D-57). This conclusion is arbitrary and capricious and lacks substantial evidence. The Plan would triple the population and number of jobs in the Plan area, adding 25,000 new residents and 63,000 new jobs. This increase alone will increase the number of vehicles and pedestrians in the area, directly increasing the number of conflicts leading to pedestrian safety issues (accidents).

As a threshold matter, the DEIR fails to analyze the already severe pedestrian safety problem in the area that forms the CEQA baseline. The neighborhood has one of the highest incidences of pedestrian injuries in the City. As DPH stated, “The incidence of severe injuries and deaths related to collisions between vehicles and pedestrians, cyclists, and other vehicles is amongst the highest in the City. The situation for pedestrians is especially troubling, as the average annual number of pedestrian injuries and fatalities per 100 road miles is six times higher in the Plan area compared to the City as a whole (48 vs. 8).”<sup>19</sup> Tripling the number of pedestrians and increasing the number of vehicles will clearly increase pedestrian injuries.

The table on pages IV.D-58-59 of the DEIR clearly shows that the number of pedestrian at certain intersections in the Plan area will increase by as much as 6 times – 600%. For example the number of pedestrians at Fourth and King Streets will increase from a current level of 246 at peak hour to 1680. (DEIR, p. IV.D-58). Several other intersections will see increases in pedestrian traffic ranging from 2 to 7 times. At the same time, the Plan will drastically increase traffic congestion. The DEIR states, “The average delay per vehicle at the study intersections would increase with the addition of vehicle trips associated with development under the Plan... more vehicles

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<sup>19</sup> Id. p. 3.

would use Mission, Harrison, Fifth, and Sixth Streets, thereby increasing congestion on these streets.” (DEIR, p. IV.D-42). Increasing both pedestrian traffic and vehicle congestion is a recipe for increased pedestrian injuries. The DEIR conclusion to the contrary defies logic and is arbitrary and capricious. (See, SWAPE comment, p. 4-5). As pointed out by SWAPE, pedestrian safety impacts will be much worse than set forth in the DEIR because the document fails to consider all reasonably foreseeable projects, such as Pier 70, and 72 other specific project, all of which will add traffic to the area. Id.

Traffic Engineer Daniel T. Smith, PE, concludes that the Plan will have significant impacts on pedestrian and bicycle safety that are not disclosed or analyzed in the DEIR. Mr. Smith concludes that the Plan will drastically increase vehicle, bicycle and pedestrian traffic in the Plan area. As a direct result, it will increase risks to pedestrian safety. The EIR’s conclusion to the contrary is untenable. Mr. Smith states:

All these hazards clearly increase with the increase of incidence of conflicts, a product of motor vehicle, bike, and pedestrian volumes. These are ultimately a function of the intensity of resident and employment population in the Project area. The DEIR is flat wrong in concluding that increased potential for conflict does not represent a hazard in the study area, especially when the areas of conflict are also areas of undisclosed increases in traffic congestion that intensify the failure to perceive the conflict or induce behavior that results in crashes.

The DEIR is further unreasonable and unsupported in its assertion on page IV.D-41 that street network changes would reduce the potential for conflicts to the extent that it would reduce the incidence of conflict to levels such that would make the traffic hazards of implementation of the plan less than significant. It has conducted no analysis of conflict incidence with and without the Plan Project and with and without the Project's purported roadway improvements. In fact, it has not relied in any way on the statistical records of accidents by location, type, movement pattern, and participant actions and impairments that are readily available to the City<sup>20</sup>. The entire analysis on this topic is inadequate and must be revised and recirculated in draft status. (Smith Comment, pp. 6-7).

**I. The Plan will have Significant Adverse Displacement Impacts that are not Disclosed or Analyzed in the DEIR.**

The DEIR erroneously concludes that displacement is not an environmental impact under CEQA. (DEIR, p. V-10). As a result, the DEIR does not analyze this impact. As discussed by Urban Planner Terrell Watt, AICP, the Plan is likely to result in

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<sup>20</sup> We refer to the Statewide Integrated Traffic Records System (SWITRS) in which the California Highway Patrol receives all traffic reports from all jurisdictions in the state and produces summaries by jurisdiction, by road segment and intersection location, by types of vehicle involved, movements, and causal factors including operator impairments or road deficiencies.

the displacement of large numbers of low and moderate income residents of the Plan area. These residents will be forced to move elsewhere, perhaps replacing short current commutes with long commutes to distant suburbs. This is an environmental impact that must be analyzed under CEQA.

CEQA requires the lead agency to determine whether the “environmental effects of a project will cause substantial adverse effects on human beings, either directly or indirectly,” (PRC § 21083(b)(3), (d)), and to “take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached.” See PRC §21000 et seq.

CEQA Guidelines Appendix G, Section XII provides that a project will have significant impacts where it will:

- Induce substantial population growth or concentration of population in an area, either directly (for example, by proposing new housing or businesses), or indirectly (for example, through extension of roads or other infrastructure);
- **Displace substantial numbers of existing housing** necessitating the construction of replacement housing elsewhere; or
- **Displace substantial numbers of people**, necessitating the construction of replacement housing elsewhere. See CEQA Guidelines Appendix G, Section XII.

Therefore, contrary to the DEIR's position, displacement is an environmental impact that must be analyzed under CEQA. See also, See Kalama D. Harris, Attorney General, “Environmental Justice at the Local and Regional Level,” May 8, 2012, [http://oag.ca.gov/sites/all/files/pdfs/environment/ej\\_fact\\_sheet\\_final\\_050712.pdf](http://oag.ca.gov/sites/all/files/pdfs/environment/ej_fact_sheet_final_050712.pdf). (Exhibit E).

Here, the Plan is likely to displace numerous residents and commuters who currently live, work, commute, and recreate in the area. These residents will move to other areas, resulting in longer commutes and suburban sprawl. This impact must be analyzed in a revised DEIR. Mitigation measures should be considered, such as requiring additional low income housing.

Urban Planner Terrell Watt, AICP, concludes that the Plan will displace low-income current residents. Watt states:

The Project will inevitably lead to the displacement of low and moderate income residents because of the incentives provided through zoning and other mechanisms for new non-residential development in the Project area. Currently over 10,000 people live in the Central SOMA neighborhood or Project area in approximately 7800 housing units. These residents are among the most ethically

and economically diverse in the City with about 60% of residents people of color.<sup>21</sup> Although the median household income is slightly higher than the City average, the neighborhood has one of the highest levels of poverty with 31% of the population living at or below 200% of the poverty threshold.<sup>22</sup> Yet, the DEIR concludes that the Project (Plan) would not displace a large number of housing units or necessitate construction of replacement housing outside the Plan area finding this impact less than significant. DEIR Appendix B, Initial Study at page 86. The DEIR reaches this conclusion despite acknowledgement that the Project (Plan) could require the demolition of existing housing units within the Plan Area. The basis of the DEIR's conclusion is in short:

“From the perspective of the City's housing stock, the loss of housing units as a result of development under the Plan would be offset by the production of up to approximately 13,200 net new housing units (Initial Study page 86) within the Plan area in addition to residential development elsewhere in San Francisco as has been occurring and is expected to occur in the future, in addition to the fees paid for the jobs/housing linkage program and Inclusionary Affordable Housing.” DEIR Appendix B, Initial Study at pages 86-87.

The Initial Study contradicts this statement at page 85, noting that the project demand for housing created by the Project would be about 19,900 units, far surpassing the potential addition of about 11,700 units projected to be created in the Plan area by 2040. The current Project is projected to produce fewer housing units – approximately 7,500 -- resulting in an even larger gap between new employees in the Project area and new housing units. There is no question the Project will generate a demand for housing beyond that proposed by the Project. A revised DEIR must acknowledge this impact and provide further evidence housing need will be met and where.

For these reasons the approach the DEIR takes to analysis of this potential impact falls short of CEQA's requirements for analysis, facts and evidence to support conclusions concerning impact significance.

**J. The Plan will have Significant Adverse Public Service Impacts that are not Disclosed or Analyzed in the DEIR.**

The DEIR concludes that the Plan will not have significant public service impacts on police, fire protection, and other public services. (DEIR, p. S-46). The DEIR states:

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<sup>21</sup> SF Dept of Public Health, Environmental Health, Sustainable Communities Health Assessment: Central Corridor Plan, page 6 (11-30-12).

<sup>22</sup> Id. p. 21

Development under the Plan and proposed street network changes would not increase the demand for police service or fire protection service such that new or physically altered facilities, the construction of which could cause significant environmental impacts, would be required in order to maintain acceptable levels of service. (DEIR, p. S-46).

The DEIR relies on the Initial Study for this conclusion. However, as discussed above, the project described in the Initial Study was entirely different from the Plan. It therefore provides no basis for the DEIR's conclusion.

This conclusion defies reason and is arbitrary and capricious. The Plan will triple the resident population if the area, and more than double the number of workers – adding 25,000 permanent residents and 63,000 workers. This is essentially like adding a population the size of a medium suburb to the City. It is preposterous to conclude that these 90,000 new workers and residents will not require any police, fire or other social services.

Urban Planner Terrell Watt explains, that the Plan will have highly significant public service impacts. The Initial Study acknowledges that specific development projects allowed under the Plan and associated increases in population and land use intensity would result in an increased demand for public services noting that the Southern Station (in 2013) receives approximately 25 % of the City's call for service. (Initial Study at page 120). The Central SOMA Neighborhood (Project area) faces "amongst the highest violent and property crime rates in the City"<sup>23</sup>. There is no question the addition of over 63,000 new jobs and 23,400 residents will result in significant demand for additional police and fire personnel and likely facilities and equipment. In addition, increased congestion on the Project area roads will likely result in reduced response times unless additional resources are provided in the area (e.g., sub-stations, other). A revised analysis of these impacts must be prepared and recirculated in a new DEIR.

#### **K. The DEIR Fails to Adequately Mitigate Significant Adverse Impacts to Public Transit.**

The DEIR admits that:

Transportation and Circulation, growth pursuant to the Plan would result in Muni ridership that would exceed Muni's capacity utilization standard on one corridor crossing the southeast screenline, as well as on two corridors crossing Plan-specific cordon lines. As described in Chapter II, Project Description, the Plan would also result in transit delay on a number of Muni lines, due to increased congestion. (DEIR, p. III-9).

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<sup>23</sup> SF Department of Public Health, Environmental Health, Sustainable Communities Health Assessment: Central Corridor Plan, p. 4.

The DEIR admits that the Plan would have significant and unavoidable impacts to public transit, and that “substantial increase in transit demand that would not be accommodated by local transit capacity.” (DEIR, p. IV.D-43).

Despite admitting this impact, the DEIR improperly defers mitigation. The DEIR states that “during the design phase, the SFMTA shall review each street network project ... and incorporate feasible street network design modifications.” (DEIR, p. IV.D-53). The DEIR also states that the City will “establish fee-based sources of revenue such as parking benefit district,” and shall “establish a congestion-charge scheme for downtown San Francisco.” (Id.) None of these mitigation measures are defined in the least. There is no way for the public to review the adequacy of these measures. They are classic deferred mitigation that is prohibited under CEQA. (See section above on deferred mitigation).

In addition, the “fee-based” mitigation has been held inadequate under CEQA, unless the specific source of the fee is identified and the specific measures to be funded are set forth in the EIR. The DEIR fails both of these tests. Mitigation fees are not adequate mitigation unless the lead agency can show that the fees will fund a specific mitigation plan that will actually be implemented in its entirety. *Napa Citizens for Honest Gov. v. Bd. Of Supervisors* (2001) 91 Cal.App.4th 342 (no evidence that impacts will be mitigated simply by paying a fee); *Anderson First Coal. v. City of Anderson* (2005) 130 Cal.App.4th 1173 (traffic mitigation fee is inadequate because it does not ensure that mitigation measure will actually be implemented); *Kings Co. Farm Bureau v. Hanford* (1990) 221 Cal.App.3d 692. But see, *Save Our Peninsula Comm v. Monterey Co.* (2001) 87 Cal.App.4th 99 (mitigation fee allowed when evidence in the record demonstrates that the fee will fund a specific mitigation plan that will actually be implemented in its entirety). *California Native Plant Society v. County of El Dorado et al.* (2009) 170 Cal. App. 4th 1026, held that the fee program had to have gone through CEQA review for an agency to say that the payment of the fee alone is adequate CEQA mitigation.

The DEIR fails to describe any specific mitigation measures to reduce the acknowledged impact to public transit, and fails to specify what measures will be funded. A revised DEIR is required to provide specific mitigation measures to reduce the Plan’s transit impacts.

**L. The Plan will have Significant Biological Impacts Related to Bird Strikes that are Inadequately Analyzed in the DEIR.**

The DEIR concludes that the Plan will not have significant biological impacts. Wildlife biologist, Dr. Shawn Smallwood, Ph.D. concludes that the DEIR’s conclusion ignores substantial evidence and that the Plan will have significant impacts on several species. (Smallwood Comment). In particular, placing large number of buildings,

particularly tall buildings, in the Plan area will result in thousands of bird deaths due to building collisions.

First, Dr. Smallwood concludes that the DEIR uses an improper baseline. The Initial Study and DEIR conclude that there will be insignificant impacts because the area is already urbanized. Dr. Smallwood points out that many protected species live in urbanized areas, and will have conflicts with the tall buildings proposed by the Plan. The DEIR ignores these impacts. The Initial Study relies on the California Natural Diversity Database to conclude that many species are not present in the area. Dr. Smallwood points out that the database is only used to confirm the presence of species, not the absence. Dr. Smallwood points out that the eBird database confirms the presence in the area of several protected bird species, including yellow warbler, brown pelican, and California gull, as well as multiple other species protected by the International Migratory Bird Treaty Act. A review of eBird also reveals the use of the area by many species of bird, including additional special-status species such as double-crested cormorant, tricolored blackbird, Peregrine falcon and Cooper's hawk. The eBird records reveal what any biologist should expect of San Francisco, and that is the use of the peninsula as a migration route by many species of bird. Building glazed or glass-facaded high-rises in the middle of this migration route will obviously destroy many migrating birds, and those birds not colliding with the buildings will have to exert extra energy during migration to fly around the buildings. Dr. Smallwood concludes that thousands of birds will be killed by collisions with buildings proposed to be built under the Plan, as well as by house cats owned by residents. These impacts are neither analyzed nor mitigated in the DEIR.

Dr. Smallwood concludes that while the San Francisco bird ordinance is laudatory, it is not sufficient to mitigate the bird-strike impact to less than significant. This impact should be analyzed in a revised DEIR to determine feasible mitigation measures and alternatives. A plainly feasible alternative would be to limit the number of very tall buildings, or to adopt the Reduced Height alternative.

#### **M. DEIR Fails to Adequately Analyze Cumulative Impacts.**

The DEIR has a patently inadequate cumulative impact section because it fails to consider the Plan's impacts together with almost 72 other projects that are reasonably foreseeable in the area. Clearly, the Plan's impacts will be much more significant when viewed together with these 72 other projects. SWAPE identifies 72 projects that are not accounted for in the DEIR, including the massive Pier 70 project, which will be in very close proximity to the Plan area (Dogpatch). Failure to analyze these cumulative projects renders the DEIR inadequate. (SWAPE Comment, p. 6-8).

An EIR must discuss significant cumulative impacts. CEQA Guidelines section 15130(a). This requirement flows from CEQA section 21083, which requires a finding that a project may have a significant effect on the environment if "the possible effects of

a project are individually limited but cumulatively considerable. . . . 'Cumulatively considerable' means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects." "Cumulative impacts" are defined as "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." CEQA Guidelines section 15355(a). "[I]ndividual effects may be changes resulting from a single project or a number of separate projects." CEQA Guidelines section 15355(a).

"The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time." *Communities for a Better Environment v. Cal. Resources Agency* ("CBE v. CRA"), (2002) 103 Cal.App.4th 98, 117. A legally adequate cumulative impacts analysis views a particular project over time and in conjunction with other related past, present, and reasonably foreseeable probable future projects whose impacts might compound or interrelate with those of the project at hand. "Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time." CEQA Guidelines § 15355(b).

As the court stated in *CBE v. CRA*, 103 Cal. App. 4th at 114:

Cumulative impact analysis is necessary because the full environmental impact of a proposed project cannot be gauged in a vacuum. One of the most important environmental lessons that has been learned is that environmental damage often occurs incrementally from a variety of small sources. These sources appear insignificant when considered individually, but assume threatening dimensions when considered collectively with other sources with which they interact.

(Citations omitted).

In *Friends of Eel River v. Sonoma County Water Agency*, (2003) 108 Cal. App. 4th 859, the court recently held that the EIR for a project that would divert water from the Eel River had to consider the cumulative impacts of the project together with other past, present and reasonably foreseeable future projects that also divert water from the same river system. The court held that the EIR even had to disclose and analyze projects that were merely proposed, but not yet approved. The court stated, CEQA requires "the Agency to consider 'past, present, and probable future projects producing related or cumulative impacts . . .'" (Guidelines, § 15130, subd. (b)(1)(A).) The Agency must interpret this requirement in such a way as to 'afford the fullest possible protection of the environment.'" *Id.*, at 867, 869. The court held that the failure of the EIR to analyze the impacts of the project together with other proposed projects rendered the



document invalid. “The absence of this analysis makes the EIR an inadequate informational document.” *Id.*, at 872.

A revised DEIR is required to consider the impacts of the Plan together with other reasonably foreseeable projects, including Pier 70.

## **VIII. THE DEIR ALTERNATIVES ANALYSIS IS LEGALLY DEFICIENT.**

The DEIR’s alternatives analysis is legally deficient because it fails to acknowledge that the Reduced Height Alternative is the environmentally superior alternative. The Reduced Height Alternative would reduce almost all of the Plan’s significant impacts, while still achieving all of the Plan’s objectives. It is therefore the environmentally superior alternative.

An EIR must describe a range of reasonable alternatives to the Project, or to the location of the Project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. “An EIR’s discussion of alternatives must contain analysis sufficient to allow informed decision making.” (*Laurel Heights I*, 47 Cal.3d at 404.) An EIR must also include “detail sufficient to enable those who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed project.” (*Id.* at 405.)

One of CEQA’s fundamental requirements is that the DEIR must identify the “environmentally superior alternative,” and require implementation of that alternative unless it is infeasible. (14 Cal.Code Regs. §1526.6(e)(2); Kostka & Zischke, *Practice Under the California Environmental Quality Act* §15.37 (Cont. Educ. Of the Bar, 2008).) Typically, a DEIR identifies the environmentally superior alternative, which is analyzed in detail, while other project alternatives receive more cursory review.

The analysis of project alternatives must contain an accurate quantitative assessment of the impacts of the alternatives. In *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 733-735, the court found the EIR’s discussion of a natural gas alternative to a coal-fired power plant project to be inadequate because it lacked necessary “quantitative, comparative analysis” of air emissions and water use.

A “feasible” alternative is one that is capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social and technological factors. (Pub. Res. Code § 21061.1; 14 Cal. Code Regs. § 15364.) California courts provide guidance on how to apply these factors in determining whether an alternative or mitigation measure is economically feasible.

The lead agency is required to select the environmentally preferable alternative unless it is infeasible. As explained by the Supreme Court, an environmentally superior alternative may not be rejected simply because it is more expensive or less profitable:

The fact that an alternative may be more expensive or less profitable is not sufficient to show that the alternative is financially infeasible. What is required is evidence that the additional costs or lost profitability are sufficiently severe as to render it impractical to proceed with the project.

(*Citizens of Goleta Valley v. Bd. of Supervisors* (1988) 197 Cal.App.3d 1167, 1180-81; see also, *Burger v. County of Mendocino* (1975) 45 Cal.App.3d 322 (county's approval of 80 unit hotel over smaller 64 unit alternative was not supported by substantial evidence).)

The expert consultants at SWAPE conclude that the Reduced Heights Alternative is environmentally superior in that it reduces almost all of the Plan's significant impacts while still achieving all project goals. (SWAPE Comment, pp. 9-10). SWAPE includes a chart of impacts:

A summary of the impacts and percent reduction (if applicable) the Alternative would result in are provided in the table below.

Reduced Heights Alternative Impact Reductions	
Impact	Percent Reduction from Proposed Plan
Transit Ridership	(8%)
Pedestrian and Bicycle Operations	(8%)
Pedestrian Crowding in Crosswalks	Significantly Reduced
Bicycle Travel	Significantly Reduced
Demand for Off-Street Freight Loading Spaces	Significantly Reduced
On-Street Commercial Loading Spaces	Significantly Reduced
Curb Space for Passenger Loading/Unloading Zones	Significantly Reduced
Parking Demand	(10%)
Construction Activities	Significantly Reduced
Emissions of Criteria Air Pollutants, Greenhouse Gases (GHGs), and Traffic-Generated Toxic Air Contaminants (TACs)	Significantly Reduced

We have prepared the analysis below showing that the Reduced Heights Alternative is environmentally superior to all other alternatives. The chart relies on the DEIR's own conclusions for each impact.

DEIR: S-55		CENTRAL SOMA	NO PROJECT ALT by 2040	REDUCED HEIGHT	MODIFIED TODCO	LANDUSE VAR Excludes Residential Uses	LANDUSE ONLY Excludes street network
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							changes
JOBS + HOUSING	HOUSEHOLDS	14,400	9,200	12,400	12,700	12,900	14,400
	RESIDENTS	25,500	16,300				25,500
	JOBS	63,600	27,200	55,800	56,700	66,200	63,600
	TOTAL FLOOR AREA	31.7M SqFt	17.7M SqFt	27.6M SqFt	28.2M SqFt	30.5M SqFt	31.7M SqFt
GOALS	ABILITY TO MEET OBJECTIVES	ALL	SOME	MOST	MOST	MOST	MOST
LAND USE	PHYSICAL DIV OF COMMUNITY	LTS	=	=	=	=	=
	LAND USE CONFLICT	SUM	<	=	=	=	<
	CUM. LAND USE CONFLICT	SUM	<	=	=	=	<
AESTHETICS	VISUAL CHARACTER	LTS	<	=	=	=	=
	VIEWS / VISTAS	LTS	<	=	=	=	=
	LIGHT / GLARE	LTS	<	=	=	=	=
	CUM. AESTHETICS	LTS	<	=	=	=	=
CULTURAL	HISTORICAL RESOURCES	SUM	<	=	<	=	=
	HISTORICAL RESOURCES	LTS	NI	=	<	=	<
	HISTORICAL RESOURCES	LTSM	<	=	=	=	=
	ARCHEOLOGICAL RESOURCES	LTSM	<	=	=	=	=
	TRIBAL CULTURAL RESOURCES	LTSM	<	=	=	=	=
	PALEONTOLOGICAL RESOURCES	LTS	<	=	=	=	=
	HUMAN REMAINS	LTS	<	=	=	=	=
	CUM. HISTORICAL RESOURCES	SUM	<	=	=	=	=
	CUM. HISTORICAL RESOURCES	LTS	NI	=	<	=	<
	CUM. ARCH. RESOURCES	LTSM	<	=	=	=	=
	CUM. PALEONTOLOGICAL RES	LTS	<	=	=	=	=

TRANSPORTATION + CIRCULATION	VMT	LTS	<	<	<	=	>
	TRAFFIC HAZZARDS	LTS	<	<	<	=	>
	TRANSIT	SUM	<	<	<	=	=
	PEDESTRIANS	SUM	<	<	<	=	=
	BICYCLISTS	LTS	>	=	=	=	>
	LOADING	SUM	<	<	=	=	=
	PARKING	LTS	<	<	<	=	=
	EVERGENCY VEHICLE ACCESS	LTSM	<	<	<	=	<
	CONSTRUCTI ON	SUM	<	<	<	=	<
	CUM. VMT	LTS	<	<	<	=	>
	CUM. TRAFFIC HAZZARD	LTS	<	<	<	=	>
	CUM. TRANSIT	SUM	<	<	<	=	=
	CUM. PEDESTRIANS	SUM	<	<	<	=	=
	CUM. BICYCLISTS	LTS	>	=	=	=	>
	CUM. LOADING	SUM	<	<	<	=	=
	CUM. PARKING	LTS	<	<	<	=	=
	CUM. EMERGENCY VEH. ACCESS	LTSM	<	<	<	=	<
	CUM. CONSTRUCTI ON	LTS	<	<	<	=	<
NOISE + VIBRATION	TRAFFIC NOISE	SUM	<	<	<	=	<
	CONSTRUCTI ON NOISE	SUM	<	<	<	<	=
	CONSTRUCTI ON VIBRATION	LTSM	<	<	<	<	=
	CUM TRAFFIC NOISE	SUM	<	<	<	<	<
AIR QUALITY	CONFLICT WITH CLEAN AIR PLAN	LTS	<	<	<	<	=
	CRITERIA AIR POLLUTANTS (PLAN)	LTS	<	<	<	<	=
	CRITERIA AIR POLLUTANTS (DEV)	SUM	<	<	<	<	=
	CRITERIA AIR POLLUTANTS (CONSTR)	LTSM	<	<	<	<	=
	PM2.5 + TACS (OPERATIONA	SUM	<	<	<	<	=

	L)						
	PM2.5 + TACS (CONSTRUCTION)	LTS	<	<	<	<	=
	ODORS	LTS	<	=	=	=	=
	CUM. CRITERIA AIR POLLUTANTS	SUM	<	<	<	<	=
	CUM. PM2.5 + TACS	SUM	<	<	<	<	=
WIND	WIND	SUM	<	<	<	=	=
	CUM. WIND	LTS	<	<	<	=	=
SHADOW	SHADOW	LTS	<	<	=	=	=
	CUM. SHADOW	LTS	<	<	<	=	=
HYDROLOGY + WATER QUALITY	FLOODING	LTS	=	=	=	=	=
	CUM. WASTEWATER	LTS	=	=	=	=	=
	CUM. FLOODING	LTS	=	=	=	=	=

Since the Reduced Heights Alternative reduces most Project impacts, while achieving almost all Project goals, the DEIR is arbitrary and capricious for failing to identify the Reduced Heights Alternative as environmentally superior.

#### IX. A REVISED DRAFT EIR MUST BE PREPARED AND RECIRCULATED FOR PUBLIC COMMENT.

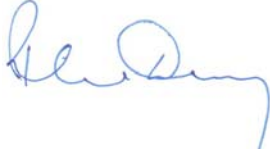
Recirculation of an EIR prior to certification is required “when the new information added to an EIR discloses: (1) a new substantial environmental impact resulting from the project or from a new mitigation measure proposed to be implemented (cf. Guidelines, § 15162, subd. (a)(1), (3)(B)(1)); (2) a substantial increase in the severity of an environmental impact unless mitigation measures are adopted that reduce the impact to a level of insignificance (cf. Guidelines, § 15162, subd. (a)(3)(B)(2)); (3) a feasible project alternative or mitigation measure that clearly would lessen the environmental impacts of the project, but which the project's proponents decline to adopt (cf. Guidelines, § 15162, subd. (a)(3)(B)(3), (4)); or (4) **that the draft EIR was so fundamentally and basically inadequate and conclusory in nature that public comment on the draft was in effect meaningless.**” *Laurel Heights Improvement Assn. v. Regents of University of California* (1993) 6 Cal. 4th 1112, 1130, citing *Mountain Lion Coalition v. Fish & Game Comm’n* (1989) 214 Cal.App.3d 1043.

The DEIR is so fundamentally and basically inadequate, that recirculation of a new draft EIR will be required to allow the public to meaningfully review and comment on the proposed project.

## **X. CONCLUSION.**

The DEIR is woefully inadequate. A revised and recirculated draft EIR will be required to remedy the myriad defects in the document. The revised draft EIR should identify the Reduced Height (Mid-Rise) Alternative as the environmentally superior alternative, and consider it on equal footing to the Plan, as was done in the Central Corridor Plan. The City should also consider an alternative that limits building height to no more than 130 feet in the block bounded by I-80 and Folsom, and Second and Third Streets, and places a park at the current parking lot located at 350 Second Street. This modification will make the Plan much more consistent with the goals to limit tall buildings to the area near CalTrain and BART, while maintaining the mid-rise character of the rest of the neighborhood, and increasing much needed open space.

Sincerely,



Richard Toshiki Drury  
LOZEAU | DRURY LLP  
Counsel for Central SoMa Neighbors and SFBlu

# EXHIBIT A

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February 13, 2017

Richard Drury  
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Oakland, CA 94607

RE: Comments on Draft Environmental Impact Report for Proposed Central SOMA Plan, State Clearinghouse No. 2013042070

Dear Mr. Drury,

At your request, I have reviewed the Draft Environmental Impact Report ("DEIR") for the Proposed Central SOMA Plan ("Project" or "Plan").<sup>1</sup> My review focused on the DEIR's treatment of:

- Population, Employment and Housing
- Growth Inducement
- Shadows
- Open Space, Parks and Recreation
- Public Services
- Plan/Policy Consistency

In preparing these comments, I have reviewed the following information:

1. Draft Environmental Impact Report for the Central Soma Plan
2. Draft Environmental Impact Report Appendices
3. Draft Central SOMA Plan and Policy Papers
4. Financial Analysis of San Francisco's Central SOMA Plan

After carefully reviewing the DEIR for the Project including its Appendices, proposed Central SOMA Plan, and relevant policy papers, and Financial Analysis, I have concluded the DEIR fails in numerous respects to comply with CEQA and to fulfill CEQA's fundamental mandate. As

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<sup>1</sup> See Appendix A for Watt Qualifications



described below, the DEIR violates this law because it fails to analyze adequately the significant environmental impacts of the Project or propose sufficient mitigation measures in the form of Plan policies, provisions and land use designations to address those impacts. Where, as here, the EIR fails to fully and accurately inform decision-makers and the public of the environmental consequences of proposed actions, it does not satisfy the basic goals of the statute. Because of the DEIR's numerous and serious inadequacies, the City of San Francisco must revise and recirculate the document to permit an adequate understanding of the environmental issues and potential solutions (mitigation and alternatives). Consideration should also be given to preparing a revised NOP and Initial Study prior to a revised DEIR because the 2014 Initial Study is patently inadequate and describes a completely different project from the Plan set forth in the DEIR.

## I. Context and Introduction

The Project (Plan) is described in many different documents and in each differently. Thus, it is difficult to fully understand the Project and impossible for the DEIR to adequately analyze the Project. Making it even more challenging to get a clear understanding of the Project are the numerous plan provisions that provide flexibility for future development of the Project Area such as transfer of development rights and state density bonus law as well as other considerations that could allow more development in the Area than reflected in the Project description or impact discussions. For these and other reasons below, there is no complete, stable and finite description of the Project (Plan) to guide the DEIR's analysis of impacts.

What is clear, despite the vastly different and changing Project descriptions throughout the Project record, is that the Project is expected to bring up to 63,600 jobs and up to 7,500 housing units to the Central SOMA Neighborhood over the next 25 years, doubling the employment population and tripling the resident population.<sup>2</sup> What is clear, is the Project will seriously exacerbate the Project area's and City's severe jobs-housing imbalance; an imbalance made worse by the fact that San Francisco now serves as a "bedroom community" for the Peninsula cities and San Jose.<sup>3</sup> What is clear is the Project's myriad community benefits are not certain and even if certain, will not offset the impacts of the Project. What is also clear is that the Project calls for extending the Financial District type High Rise development to the neighborhood -- not limited just to the sites adjacent to transit centers and hubs -- resulting in significant impacts including traffic congestion, shadows, declining air quality and displacement,

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<sup>2</sup> Assuming population figures provided in the DEIR, the Project would triple the resident population of 12,000 to 37,500; possibly quadruple as resident population may be closer to 10,000. The Project would more than double the employment in the area from a current level of approximately 45,600 jobs to 109,200 jobs. DEIR at page IV-6 and IV-5.

<sup>3</sup> Between 2000 and 20016, San Francisco reportedly added 88,000 new jobs and only 37,000 new housing units, many of which were not suited for families or accessible to the local workforce due to high prices and rents. Mayor's Office of Housing. During the same period, San Francisco has experienced an increase in high wage residents who commute daily to the Peninsula cities and Silicon Valley, furthering increasing the gap in San Francisco housing available to the local workforce.

among other impacts. Many of Project's stated goals<sup>4</sup> and anticipated results<sup>5</sup> are laudatory. However, the Project lacks the necessary policies, provisions and land use and designations to ensure those goals and results are in fact the outcome of adoption of the Project.<sup>6</sup>

At stake is one of the most diverse and vital neighborhoods in San Francisco. It is at the Area Plan stage that CEQA requirements fulfilled correctly can have the best result. Deferring further analysis and mitigation to project by project evaluation simply does not work for issues such as Plan Consistency, Population and Housing and Public Services, where it is at the planning stage appropriate and feasible mitigation must be made certain.

The DEIR's flaws are described in detail below. It is important to note here that the Project (Area Plan) is also flawed. As described the Plan as proposed departs from clear City policy, and although this Plan will guide development for 25 years until 2040, it fails to recognize rapidly changing times or present policy direction to deal with changes.<sup>7</sup> Examples of omissions in the Plan include but are not limited to the rapid increase in UBER, LYFT and other ride sharing services that have swamped our roads and provided an alternative to transit, the loss of families due to spiraling costs of housing and competition from high wage sectors, rapid increase in high wage jobs displacing existing jobs but also creating demand for services including a dramatic rise in delivery services and related fulfillment centers. In addition, the Plan does not take into consideration leading edge substantive policy solutions emerging from City Hall such as a required mix of housing units with a fixed minimum percent family "sized." Within the plans 25-year horizon, the City will also see self-driving cars and other vehicles. Some of these changes – including the advent of self-driving cars – could accelerate the reduction in land needed for vehicles and parking. These are but a few of the changes that have been occurring and are accelerating that must be addressed in the Area Plan. The City should pause both to revise the DEIR and to re-engage the public and experts and get this plan right.

## II. The Project Violates the California Environmental Quality Act

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<sup>4</sup> increase capacity for jobs and housing, maintain diversity of residents, prioritize walking, biking and transit, offer abundance of parks and recreational opportunities, preserve the neighborhoods cultural heritage, ensure new buildings enhance the character of the neighborhood. Central SOMA Plan at page 6.

<sup>5</sup> 33 percent of total units produced after the Plan adoption are affordable, no net loss of PDR, space for services, cultural preservation, etc. Central SOMA Plan at page 7.

<sup>6</sup> Such as reducing heights except adjacent to major transit hubs, certainty for production of affordable housing in the neighborhood prior to, or concurrent with job growth (policy link for certain number of housing units before jobs), certainty for more than one significant new park, emergency access improvements in place rather than deferred to a future street design, and the like.

<sup>7</sup> For example, substantive policy changes by the Board of Supervisors are taking aim at ensuring the City is for all families – "Family Friendly SF." Between 2005 and 2015, 61 percent of the 23,200 new units of market rate housing were studios and one bedrooms. SF Planning Department. The proposed Central SOMA Plan does not include policies with a required unit mix. A revised Plan that will purportedly guide growth until 2040 should start out being leading edge and a family friendly goal and implementing policies would be an essential component of that revised Plan.

A. The DEIR Provides an Incomplete and Inconsistent Description of the Project and the Project Setting (Baseline)

A fundamental requirement of CEQA is that an EIR contain an accurate and complete project description. Without a complete project description, an agency and the public cannot be assured that all the project's environmental impacts have been revealed and mitigated. Further, CEQA and the CEQA Guidelines mandate that an EIR include a description of the "physical environmental conditions . . . from both a local and a regional perspective. . . Knowledge of the regional setting is critical to the assessment of environmental impacts." CEQA Guidelines Section 15125(a) and (c). This requirement derives from the principle that without an adequate description of the project's local and regional context, the EIR – and thus the decision-makers, agencies and public who rely on the EIR – cannot accurately assess the potentially significant impacts of the proposed Project.

The Project in this case is the Central SOMA Plan (formerly the Central Corridor Plan), which purports to be a comprehensive plan for the area including important local and regional transit lines and hubs connecting Central SOMA to adjacent neighborhoods including Downtown, Mission Bay, Rincon Hill, Mission District as well as the broader region via freeways and the light rail that will link to the Caltrain Depot. The Plan's goals are laudatory including Central SOMA becoming a sustainable neighborhood, accommodating anticipated population and job growth, providing public benefits including parks and recreation, respecting and enhancing neighborhood character, preserving the neighborhoods cultural heritage, and maintaining the diversity of residents. DEIR at page S-1 and Goals S-2. Unfortunately, the Projects approach to achieving these goals -- including but not limited to emphasizing office uses, increasing heights throughout the neighborhood, and removing restrictions in the current Central Corridor Plan, accepting in-lieu and community benefits fees instead of requiring new parks, affordable housing and essential services and infrastructure be provided in the Plan Area concurrent with or prior to non-residential and market rate development -- will result in significant impacts to the Central SOMA Neighborhood and take the community farther from these goals.

1. Incomplete and Inconsistent Project Description

CEQA requires an EIR to be based on an accurate, stable and finite project description: "An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient EIR." *County of Inyo v. City of Los Angeles* (1977), 71 Cal.App.3d 185. The DEIR lacks a complete and consistent description of the Project in numerous respects.

First, the DEIR relies on the Initial Study for the analysis of 11 environmental topics even though the DEIR and Initial Study contain two distinctly different descriptions of the Project. The Initial Study was published on February 12, 2014 (Appendix B to the DEIR). According to the DEIR, based on the Initial Study, the Project (Plan) could not result in significant environmental impacts for the following topics:

- Population and Housing
- Greenhouse Gas Emissions
- Recreation
- Utilities and Service Systems (except for wastewater treatment and storm drainage addressed in the DEIR)
- Public Services
- Biological Resources
- Geology and Soils
- Hydrology and Water Quality (except for sewer system operations and sea level rise addressed in the DEIR)
- Hazardous Materials
- Mineral and Energy Resources
- Agricultural Resources

See DEIR at page I-2. Based on the Initial Study, the DEIR provides no further substantive analysis of these impacts despite significant changes to the Project (Plan) summarized below.

The DEIR explains:

“Because the Initial Study analysis was based on a previous draft of the Plan circulated for review in 2013, the current 2016 draft of the Plan has been reviewed to ensure the Initial Study’s conclusions reached on the 2013 draft remain valid. No new information related to the draft 2016 Plan has come to light that would necessitate changing any of the Initial Study’s significance conclusions reached for the 11 topics that would be less than significant or less than significant with mitigation measures, which are included in the topical sections of Chapter IV, Environmental Setting, Impacts and Mitigation Measures, of this EIR. **As such, no further environmental analysis of these Initial Study topics is required in this EIR.” [emphasis added].**

This approach is fatally flawed since the 2014 Initial Study does not describe the current proposed Project (Plan) that is the subject of the DEIR. In addition to completely different project boundaries,<sup>8</sup> the Initial Study describes an entirely different project with respect to baseline (setting) than the current Project (Plan), and Project in terms of growth, employment and housing. Baseline data in the Initial Study is woefully out of date with respect to population and housing, traffic, air pollution as well as regional conditions. Also, the project described in the Initial Study has very different project goals. The Initial Study project has five goals:

1. Support transit-oriented growth, particularly workplace growth, in the Central Soma area.

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<sup>8</sup> The Initial Study describes a rectangular project area that extends from Market Street to Townsend and from Second Street to Sixth Street. The Central SOMA Plan and DEIR exclude about 11 square blocks and therefore completely different assumptions concerning growth and development, among other fundamental differences in Project description.

2. Shape the Central SoMa's urban form recognizing both City and neighborhood contexts.
3. Maintain the Central SoMa's vibrant economic and physical diversity.
4. Support growth with improved streets, additional open space, and other elements of "complete communities."
5. Create a model of sustainable growth.

By contrast, the DEIR Project has eight goals:

1. Increase the Capacity for Jobs and Housing
2. Maintain the Diversity of Residents
3. Facilitate an Economically Diversified and Lively Jobs Center
4. Provide Safe and Convenient Transportation that Prioritizes Walking, Bicycling and Transit
5. Offer an Abundance of Parks and Recreational Opportunities
6. Create an Environmentally Sustainable and Resilient Neighborhood
7. Preserve and Celebrate the Neighborhood's Cultural Heritage
8. Ensure that New Buildings Enhance the Character of the Neighborhood and the City

The Project's described respectively in the Initial Study and DEIR are entirely different given that the basic project goals are plainly different in respects that implicate substantively different physical and policy objectives.

Second and compounding the situation is that almost no two descriptions of the Project are the same in the documents in the Project record (e.g., Central SOMA Plan, DEIR, Initial Study, Policy Papers, Financial Analysis). Topical sections of the DEIR thus are based on inconsistent descriptions of the Project. Examples include, but are not limited to, the growth assumptions that are essential to accurately analyzing Project impacts across all environmental topics. Growth assumptions in the DEIR, Initial Study, Central SOMA Plan and Financial Analysis are vastly different:

Table IV-1 [DEIR], Summary of Growth Projections, presents the population and employment growth assumed in the Plan Area between 2010 (the base year for the analysis) and 2040 ("buildout year" or "planning horizon"). This growth amounts to approximately 14,400 additional households, approximately 25,500 additional residents and about 63,600 additional jobs under the Plan. DEIR at page IV-5.

Growth projected in the Initial Study includes up to 13,200 housing units (IS at page 85) and 56,400 new jobs (IS at page 81). In contrast, the Central SOMA Plan states: "With adoption of the Central SOMA Plan, there would be potential to build space for approximately to 45,000 jobs and 7,500 housing units. The Plan therefore represents an increase in development capacity of 450 percent for jobs and 300 percent for housing."

Central SOMA Plan at page 7. The Financial Analysis of San Francisco’s Central Soma Plan<sup>9</sup> (December 2016) is based on different growth assumptions than presented in DEIR, Initial Study and Plan: “The vision of the Central Soma Plan is to create a sustainable and vital neighborhood in the area immediately surrounding the Central Subway (expected to open in 2019) in San Francisco’s South of Market District. The Plan is projected to bring 40,000 jobs and 7,500 housing units to the area over the next 25 years.”

Different growth assumptions are but one example of vastly different Project description information throughout the DEIR record. A revised DEIR must be completed with topical discussions based on a complete, finite and stable description of the Project. Ideally, the revised DEIR would be preceded by a revised NOP and Initial Study so that all descriptions of the Project in the record are the same.

Finally, the Project Description section of the DEIR is incomplete and lacks details critical to supporting adequate impact analyses including but not limited to information about the type of housing and jobs the Project will allow. To compensate for the lack of detail, some topical discussions essentially create Project description details to support analysis. Examples include the spatial representation of growth in the Shadow analysis, TAZ detail in the Transportation section and the prototypical development projects invented in the Financial Analysis. These more detailed topical representations of the Project also vary from one another. A revised DEIR with a complete description of the Project is essential to support revised topical analyses. The revised Project description should also describe in detail the policy and financial (community benefits) proposals in the Plan that the DEIR and Initial Study rely on to reach conclusions concerning impact significance. For example, the DEIR and Initial Study conclude that impacts associated with displacement of units and households will be less than significant based on a suite of affordable housing programs that purportedly will offset what otherwise would be a significant impact. (e.g., Project Area tailored fees, offset requirements, among others included in the proposed community benefits program for the Project and in the Plan). These are not described in the Project description, nor is there any analysis to demonstrate exactly how these programs and fees will result in mitigating Project impacts associated with growth inducement and jobs-housing imbalance, among other significant impacts of the Project.

## 2. The DEIR Includes an Inadequate Baseline

The DEIR fails to adequately describe baseline conditions in the Plan Area, including information about the Project area and regional setting. Setting or environmental baseline information is as essential to adequately disclosing and analyzing project-related and cumulative impacts as a complete and consistent Project description. Without adequate and complete information

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<sup>9</sup> The Financial Analysis is intended to implement the Plan’s public benefits and as such it is of critical importance it be based on a stable and finite Project description that is consistent throughout the Plan, DEIR and other related documents. That is not the case and as such, a revised DEIR and revised policy papers and financial analyses must be completed based on a consistent, stable, complete and finite Project description.

about the setting, it is not possible to determine whether the Project improves or makes worse existing environmental conditions.

Examples of regional baseline setting information that is missing from the DEIR includes but is not limited to the following.

a. Affordable, Workforce and Family Friendly Housing

The DEIR must analyze the potential for the Project to displace existing housing, create demand for additional housing and displace people requiring construction of replacement housing elsewhere. To perform this analysis, it is essential the DEIR include in the description of the Project baseline (setting) details concerning existing affordable units, including deed restricted housing, family housing, senior housing and housing affordable to the workforce<sup>10</sup> in the Project area. Information concerning affordable housing in the Project area is incomplete, consisting only of the following:

“The Plan area contains approximately 7,800 residential units, approximately 6,800 households, and a population of approximately 12,000 people, according to Planning Department data. This accounts for just two percent of the City’s total number of households. According to the Plan, South of Market and the Plan area in particular, are home to a large amount of deed restricted affordable housing; about 15 percent of the housing is deed-restricted for low income residents, compared to 4.5 percent citywide.”  
DEIR Appendix B, Initial Study at page 78.

Without current and complete information about the existing housing stock in the Project Area, the DEIR cannot adequately analyze the Project’s impact on affordable, workforce, senior and family friendly housing and households and conclusions concerning the significance of Project-related and cumulative impacts cannot be supported by facts and evidence. The DEIR must be revised to include this and other baseline information.

b. Existing Jobs-Housing Balance and Fit with the Project Area, City and Region

The DEIR must analyze the potential for the Project to make worse the existing imbalance of jobs and housing in the Project area as well as the City and region. Finding the right jobs-housing balance has long been an important concern for urban planners and an important policy consideration for general and area plans. More recently, attention has turned to jobs-housing fit – the extent to which housing price and rent is well matched to local job salary and quality. Both the Initial Study and DEIR are silent on the matter of jobs housing fit and fail to adequately address the issue of jobs housing balance. The DEIR should be revised to describe the existing job-housing balance and fit for the Project area, adjacent planning areas, the City

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<sup>10</sup> Workforce housing is housing at the lower end of market rate serving households with up to 200% of median income and often referred to as the “missing middle” or gap in affordable housing in San Francisco. Voters recently approved funding to build more housing, including for the SF workforce.

and region. Updated baseline information must include a description of changes in demand for housing in San Francisco due to the choice by Peninsula and Silicon Valley employees to reside in San Francisco and relevant to the DEIR's analysis, how this change is increasing housing costs, increasing competitive for scarce housing stock and displacing existing residents. This information is not only necessary to adequately analyze environmental topics such as displacement and Project demand for new housing, but it is also essential to determining the extent to which the Project will increase commuting, traffic and vehicle miles traveled. Therefore, without this information, the full impacts associated with air quality and greenhouse gas emissions, among other impacts cannot be adequately analyzed and conclusions concerning the significance of Project-relation and cumulative impacts cannot be supported by facts and evidence. The DEIR must be revised to include this and other baseline information.

#### c. Public Services

The DEIR must analyze the Project's impacts on a wide array of essential public services, including but not limited to fire, police, emergency, health-care, child-care as well as schools. Neither the DEIR nor the Initial Study contain the information needed to support an adequate analysis of the Project's impacts to public services. Information about public services is out of date and incomplete. For example, the scant information on police and fire services dates back to 2012 and 2013, and lacks any information about the City's service standards, existing capacity and unmet needs. See DEIR Appendix B, Initial Study at pages 118 and 119. A great deal has changed in a very few years since the incomplete baseline information on services was presented in the Initial Study due to rapid growth in the City post-recession that has not been accounted for in the Initial Study setting information concerning services. The DEIR must be revised to include this and other baseline information. Without this information, adequate analysis of the Project's impacts is impossible and conclusions concerning impact significance cannot be supported by facts and evidence.

#### B. The DEIR's Analysis of, and Mitigation for, the Impacts of the Project Are Inadequate

The discussion of a project's environmental impacts is at the core of an EIR. See CEQA Guidelines Section 15126(a). As explained below, the DEIR's analysis of the Project's environmental impacts are deficient under CEQA because the DEIR fails to provide the necessary facts and analysis to allow the City and the public to make informed decisions about the Project, mitigation measures and alternatives. An EIR must contain facts and analysis, not just bare conclusions. A conclusion regarding the significance of an environmental impact that is not based on analysis of the relevant facts fails to fulfill CEQA's information mandate.

Additionally, an EIR must identify feasible mitigation measures to mitigate significant environmental impacts. CEQA Guidelines Section 15126.4. Under CEQA, "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation



measures available which would substantially lessen the significant environmental effects of such projects. . . .” Pub. Res. Code Section 21002.

As explained below, the DEIR fails to provide decision-makers and the public with detailed, accurate information about the full breadth of the Project’s potentially significant impacts with respect to growth inducement, population and housing, shadows, parks and recreation, public services and plan consistency. The DEIR’s cumulative analysis of these impacts is also deficient. Where the DEIR fails to adequately analyze the Project-related impacts, the cumulative analysis cannot be adequate. Further, the DEIR does not identify and analyze feasible mitigation measures that would reduce or avoid such impacts.

#### 1. The DEIR’s Analysis of the Project’s Growth-Inducing Impacts is Flawed

CEQA requires that an EIR include a detailed statement setting forth the growth-inducing impacts of a proposed project. Pub. Res. Code Section 21100(b)(5). A proposed project is either directly or indirectly growth inducing if it: (1) fosters economic or population growth or requires additional housing; (2) removes obstacles to growth; (3) taxes community services or facilities to such an extent that new services or facilities would be necessary; or (4) encourages or facilitates other activities that cause significant environmental effects. CEQA Guidelines Section 15126.2(d). While growth inducing impacts of a project need not be labeled as adverse, the secondary impacts of growth (e.g., displacement of households, demand for additional housing and services, traffic, air pollution, etc.) may be significant and adverse. In such cases, the secondary impacts of growth inducement must be disclosed as significant secondary or indirect impacts of the project. The analysis required is similar in some respects to the analysis required to analyze impacts associated with population and housing.

The DEIR contains a discussion of Growth Inducement at Section V.D. The discussion acknowledges the proposed zoning changes under the Project would expand the Plan Area’s capacity for growth through a planning horizon year of 2040, during which time up to an additional 14,500 residential units and up to an additional 63,600 jobs could be accommodated in the Plan Area.<sup>11</sup> The discussion provides no analysis of the Project’s potential to induce growth in accordance with CEQA, nor does the discussion reach any conclusions as to the significance of growth inducing impacts instead relying on the assertion that the growth allowed by the Project is simply an accommodation of growth projected for the region.<sup>12</sup>

The DEIR presents growth assumptions at page IV-5 as follows:

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<sup>11</sup> Growth directly allowed by the Project is equivalent in scale to a new town, small suburb or city. Under no reasonable interpretation could the growth proposed by the Project be considered insignificant and therefore, by extension, the impacts of that growth – on services, housing demand, air quality, etc. -- are also significant.

<sup>12</sup> It goes without saying that even if the growth reflects projected growth for the region, that growth had the potential to significantly impact the Project area; impacts not adequately considered or analyzed in the regional plans and accompanying environmental documents.

“Citywide growth forecasts prepared by the Planning Department are part of the basis of the analysis in this EIR. The Department regularly updates citywide growth forecasts that are based on Association of Bay Area Governments’ (ABAG) regional projections of housing and employment growth. The Department allocates the regional growth forecasts to 981 Traffic Analysis Zones (TAZs) in San Francisco by first accounting for in-city growth that is already anticipated (both individual projects and planning efforts) in the so-called development pipeline, subtracting pipeline growth from the City’s share of the regionally forecast growth, and allocating the residual amount of ABAG-forecast growth on the basis of weighting factors developed from analysis of both development capacity and existing development. **To establish baseline numbers for the Plan, the Planning Department relied on a 2010 Dun & Bradstreet database for employment numbers and the 2010 Census and the Department’s Land Use Database for existing housing units. It is noted that the growth forecasts for the No Project condition (2040 Baseline) and for the Plan differ somewhat from those shown in the Initial Study due to modifications to the Plan since the Initial Study was published.** Footnote 60.

Table IV-1, Summary of Growth Projections, presents the population and employment growth assumed in the Plan Area between 2010 (the base year for the analysis) and 2040 (“buildout year” or “planning horizon”). This growth amounts to approximately 14,400 additional households, approximately 25,500 additional residents and about 63,600 additional jobs under the Plan. It is noted that a certain amount of development and growth in the Plan Area would be expected to occur even without implementation of the Plan. In many cases, existing development does not reach its full potential under current building height limits, and those parcels could be developed regardless of future changes in land use policies and zoning controls. Development that could occur without project implementation is shown in the table below under the No Project scenario.” DEIR at page IV-5.

Footnote 60 explains: “Since publication of the Initial Study, Plan development assumptions have been modified to add development capacity to a portion of the block bounded by Bryant, Fifth, Brannan, and Sixth Streets (location of the San Francisco Flower Mart) and allow for approximately 430 units of affordable housing at Fifth and Howard Streets. In addition, development forecasts were adjusted to move the approved 5M Project and the under-construction Moscone Center Expansion from Plan-induced growth to cumulative growth. These modifications to the growth assumptions would not result in substantial or more severe physical impacts for topics evaluated in the Initial Study.” [DEIR at page IV-5]

Vastly different growth assumptions are presented elsewhere in the Central SOMA Plan, DEIR, Appendices and Policy Papers. For example, the Central SOMA Plan states: “With adoption of the Central SOMA Plan, there would be potential to build space for approximately to 45,000 jobs and 7,500 housing units. The Plan therefore represents an increase in development capacity of 450 percent for jobs and 300 percent for housing.” Central SOMA Plan at page 7.

The Financial Analysis of San Francisco's Central Soma Plan<sup>13</sup> (December 2016) is based on different growth assumptions than presented in DEIR, Initial Study and Plan: "The vision of the Central Soma Plan is to create a sustainable and vital neighborhood in the area immediately surrounding the Central Subway (expected to open in 2019) in San Francisco's South of Market District. The Plan is projected to bring 40,000 jobs and 7,500 housing units to the area over the next 25 years."

There is no question the Project will generate substantial growth in the Central SOMA neighborhood; more than an increase of 450 percent for jobs and at least 300 percent for housing. Due to the Project's high employment to housing ratio, regardless of which jobs growth assumption is used, the Project will result in additional demand for housing in the Project area or beyond. In addition, substantial new non-residential and residential growth will require additional public services, likely including expansion and therefore construction of facilities in the neighborhood or adjacent neighborhoods of a myriad of services. Yet the DEIR neither discloses or analyzes these impacts. CEQA requires that if new construction of housing will occur to accommodate the Project's employees or services expanded, then the EIR must analyze the environmental impacts of that construction. The appropriate components for an adequate analysis include: (1) estimating the amount, location and time frame for growth that may result from the implementation of the Project (e.g., additional housing); (2) considering whether the new population would place additional demands on public services such as fire, police, recreation, emergency, health, childcare or schools; (3) applying impact assessment methodology to determine the significance of secondary or indirect impacts as a result of growth inducement; and (4) identifying mitigation measures or alternatives to address significant secondary or indirect impacts. CEQA Guidelines Appx. G Section XIII(a). The DEIR must be revised to provide this analysis and based on this analysis, to revise other environmental analyses including but not limited to population and housing, transportation, air quality, among other topics where impacts are derived in part from direct and indirect growth assumptions.

## 2. The DEIR's Analysis of and Mitigation for the Project's Population, Employment and Housing Impacts is Inadequate

The DEIR's approach to analysis of population and housing does not adequately analyze Project-related impacts associated with changes that would occur with Project (Plan) implementation to the population, including employment and residential growth. Instead of actually analyzing the Project's impacts related to population and housing, the DEIR, in reliance on the Initial Study, asserts that all impacts both direct and indirect will be less than significant. Neither the DEIR or the Initial Study contain facts or evidence to support this conclusion. The result is a lack

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<sup>13</sup> The Financial Analysis is intended to implement the Plan's public benefits and as such it is of critical importance it be based on a stable and finite Project description that is consistent throughout the Plan, DEIR and other related documents. That is not the case and as such, a revised DEIR and revised policy papers and financial analyses must be completed based on a consistent, stable, complete and finite Project description.

of information about the actual severity and extent of impacts associated with significant growth in population, jobs and housing. For a Project (Plan) that will guide development of the Area for 25 years (until 2040) and likely be the basis of streamlined permitting for development projects (see e.g., DEIR at page 1-7), it is especially important that the DEIR comprehensively identify and analyze its impacts on growth, population, housing and employment.

In reaching the conclusion that impacts related to population and housing are less than significant, the DEIR points to the following documents: Initial Study (DEIR Appendix B at pages 77 to 88); DEIR Chapter II, Project Description; and Section IV.A Land Use and Land Use Planning. DEIR at page I-3. The Initial Study notes that the population growth accommodated in the Plan could result in physical changes related to transportation, air quality, noise and public services and utilities, as well as other environmental resource areas and suggests these impacts are addressed in the respective environmental topic sections, but finds impacts to be less than significant.

In determining impact significance associated with growth in population, employment and housing, CEQA requires analysis of the following topics (see Appendix B, Initial Study at page 77):

- Would the project induce substantial population growth in the area, either directly (for example by proposing new homes and businesses) or indirectly (for example, through extension of roads and other infrastructure)?
- Would the project displace substantial number of existing housing units or create demand for additional housing, necessitating the construction of replacement housing?
- Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

In addition to these questions, the DEIR must also answer the question would the project result in a greater imbalance between jobs and housing, including jobs housing fit,<sup>14</sup> to address potentially significant impacts associated with increased vehicle miles traveled (greenhouse gas, air quality, traffic, etc.), as well as to analyze the potential for the Project to generate increased demand for housing, services and infrastructure.

The DEIR's analysis of these potential impacts associated with population, employment and housing is inadequate for all of the following reasons.

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<sup>14</sup> Jobs-Housing fit means the extent to which housing prices or rents are matched to the local job salary ranges. Jobs-Housing balance provides a general sense of how in or out of balance housing to fit the local workforce may be. Jobs-Housing fit provides an essential and more granular sense of whether – even if in balance – local employees are able to reside locally or must commute long distances for housing affordable to them and their families. Without jobs-housing fit information, readily available using Census and other data, it is not possible for the DEIR to adequately analyze many Project-related and cumulative impacts including demand for new housing and vehicle miles traveled, among others.

First, as described above, there is no consistent, stable and finite Project description as to the growth allowed by the Project. For this topic, the DEIR relies on the Initial Study for analysis. Here, as noted above, the Initial Study is based on a different Project in terms of Project Area boundary, allowed growth and other project details. Discussions in the Initial Study are based on out date, inconsistent and incomplete setting (environmental baseline) information including but not limited to information about the number of existing housing units and affordable housing units, the number and type of jobs in the Project area, as well as other information necessary for an adequate analysis of impacts associated with population and housing. For these reasons alone, a revised DEIR must evaluate the impacts of the Project with respect to population and housing and identify mitigation for impacts as they are likely significant.

Second, the DEIR errs in relying on the Initial Study's discussion of impacts related to population and housing as the required analysis of these impacts. The Initial Study fails to adequately consider the direct and indirect environmental impacts from the Project's increased housing and job creation. The Initial Study's discussion of impacts related to population and housing is incomplete and conclusory in specific respects as described by impact topic below.

- Would the project induce substantial population growth in the area, either directly (for example by proposing new homes and businesses) or indirectly (for example, through extension of roads and other infrastructure)?

The DEIR concludes that development under the Project would not induce substantial population growth, either directly or indirectly and therefore this impact is Less than Significant. DEIR Appendix B, Initial Study at page 82, DEIR in reliance on the Initial Study at page I-2.

The basis for this conclusion is that although development under the Project (Plan) would result in greater development density within the Plan area compared to existing zoning, the development projects that could be proposed and approved pursuant to the proposed zoning controls would accommodate population and job growth already identified for San Francisco, and projected to occur within City boundaries, and thus would not induce substantial population growth, either directly or indirectly. DEIR Appendix B, Initial Study at page 82. According to the Initial Study:

“Regardless of the scenario and associated population projections, none of the Plan options or variants would stimulate new population or job growth within San Francisco that is not already projected to occur by regional growth forecasts and regional air quality planning efforts. For San Francisco, this includes a projected increase of approximately 101,000 households and 191,000 jobs during the period from 2010 to 2040 (see Growth Anticipated in Local and Regional Plans, above). The Plan policies would not trigger the need for roadway expansions or result in the extension of infrastructure into previously unserved areas. Rather by allowing for more density

within the Plan area, and accommodating growth that is projected to occur within San Francisco, development under the plan would have the effect of alleviating development pressure elsewhere in the City and promoting density in the already urbanized and transit-rich Plan area. Therefore, the Plan would not induce substantial population growth beyond that anticipated by regional forecasts, either directly or indirectly, and this impact would be less than significant.” DEIR Appendix B, Initial Study at page 84.

Instead of providing an adequate analysis of these impacts based on the current Project, the DEIR refers to the discussion of population and housing in the Initial Study in reaching its conclusion that impacts will be less than significant. There are many reasons this approach is flawed. First, accurate and consistent existing and projected population and housing and job growth are essential facts to support this conclusion. The Project addressed in the Initial Study and the DEIR are different and therefore the Initial Study cannot adequately analyze the Project as currently proposed. See e.g., Table 4, 5 and 6 in the Initial Study and Table IV-1 in the DEIR at page IV-6. Second, the conclusion that impacts associated with both direct and indirect population growth in the area will be less than significant is not supported by analysis, facts or evidence as required. The Project (Plan) clearly will add significantly to the population and employment of the Project area, changing the character of the area and increasing the jobs to housing imbalance. The Initial Study states that the Project (Plan) allows up to 56,400 new jobs by 2040 and an increase in population of 23,400. New housing units under the Project (Plan) total approximately 13,200 according to the Initial Study. DEIR Appendix B, Initial Study at page 85.<sup>15</sup> Despite this substantial increase in jobs, residents and housing, the Initial Study dismisses impacts as less than significant based on the assertion the growth in within projected growth for the City as a whole and that the Plan itself “would not result in direct physical changes to population or housing.” DEIR Appendix B, Initial Study at page 80. This is simply wrong. The Project (Plan) by allowing substantial development in the area including development projects proposed in reliance on the Plan and “that would be allowed under the Plan” will result in changes to the Project Area’s physical environment; changes that must be analyzed in the DEIR and were not analyzed in City-wide or regional plans or related environmental documents. (DEIR at page IV-8 to IV-10). The argument that the Project will result in less than significant impacts because growth is within regional and/or City-wide growth projections is contrary to CEQA’s requirement to analyze the significant impacts of a Project against existing conditions (setting) and for the project area. By any measure, the increase in growth as a result of the adoption of the Project is substantial and the numerous impacts associated with substantial new growth of jobs and housing significant as well.

A revised analysis must be completed and recirculated with the following elements:

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<sup>15</sup> It is noteworthy these growth assumptions are vastly different than presented in the Central SOMA Plan, DEIR, Financial Analysis and policy papers. See discussion of Growth Inducement in this letter for examples of the vastly different descriptions of growth under the Project.

- A complete, stable and consistent description of the Project in terms of growth allowed and broken out by potential new housing units, housing affordability, potential new households, population and employment (employment by general category of job and employees by general salary range), among other information necessary to undertake the analysis. To resolve the inconsistencies and confusion between the Initial Study and DEIR, a revised NOP/IS should be recirculated in advance of a new Draft EIR.
- Complete, consistent and up to date baseline (setting information) including but not limited to existing population and demographical information, housing, housing affordability, deed restricted units, type of units (e.g., senior, family, other) households, population and employment (by general category of jobs; e.g., service, tech, and general salary ranges).<sup>16</sup>
- Analysis of the impacts associated with growth of housing, population and employment within the Project Area in terms of both direct (new homes or businesses) and indirect impacts (demand for infrastructure or services). The California Courts have established a framework for considering population-related impacts. When analyzing these impacts, and EIR should identify the number and type of housing units that persons working in the project area can be anticipated to require, and identify the probable location of those units. The EIR also should consider whether the Project includes sufficient services and public facilities to accommodate the anticipated increase in population. If it is concluded that the Project area lack sufficient units and/or services, the EIR should identify that fact and explain that action will need to be taken and what that action entails so that indirect impacts can be disclosed and analyzed. Once the EIR determines the action needed to provide sufficient housing, services and public facilities, CEQA then requires an examination of the environmental consequences of such action.

A complete analysis of population growth thus requires two distinct and logical steps. First, an EIR must accurately and completely estimate the population growth that a project would cause, both directly and indirectly. Specifically, in this case, the DEIR must estimate the population growth accommodated by the new housing and the number of employees the Project will require as compared with existing baseline conditions, including whether those employees are likely to be new to the area and region and generally what the types of employment and commensurate salary ranges may be.<sup>17</sup> Guidelines Appx. G Section XII(a) directing analysis of whether project would induce substantial population growth. The DEIR also must consider the

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<sup>16</sup> All available by census and other readily accessible data sources.

<sup>17</sup> The Central SOMA Plan provides parameters for new development that provide a clear sense of the type of new growth in employment that will result from Plan adoption. That is how the Financial Analysis prepared by Seifel Consulting, Inc., was able to derive detailed prototypical developments for the Plan Area based on the Central SOMA Plan. This same approach needs to be taken to developing a complete Project description.

growth that a project would indirectly cause, whether through stimulating the local economy so that new employment opportunities draw new population or by providing infrastructure that allows new residential construction. Guidelines Section 15126.2(d) (“Discuss the ways in which the proposed project could foster economic or population growth. . . .”).

Step two in analyzing the impacts of population growth is to consider the environmental impacts of serving that estimated new direct and indirect population. Thus, the EIR must not only evaluate whether a project would induce substantial growth, but also whether such growth would require construction of new housing, infrastructure or services, including roadway improvements for emergency vehicle passage,<sup>18</sup> child care and schools. Guidelines Appx. G Section XII(a). (c). If new construction will occur, then the EIR must analyze the environmental impacts of that construction. The EIR must also consider whether the new population would place demands on public services, including schools and roads. Guidelines Appx. G Section XIII(a). The EIR then must consider the environmental impacts of providing such facilities if they are necessary.

Here the Initial Study relied on by the DEIR for the analysis failed to consistently and accurately estimate and analyze direct and indirect population growth caused by the Project. The DEIR does not disclose that the Project would also indirectly induce additional people to move to the area, which could result in additional potentially significant environmental impacts. In fact, as described in detail above, the Project description fails to provide consistent and complete information about the Project’s population, employment and housing. Nonetheless, the Initial Study and DEIR conclude that Project impacts associated with population and housing will be less than significant.

This is too simplistic a conclusion, as no single factor determines whether a project will indirectly trigger population growth. For example, in this case, the population increase would almost certainly require new and expanded services and would inject new money into the local economy inducing additional growth and development. A larger population in this neighborhood, would surely increase demand on schools and generate increased demand for restaurants, grocery stores, medical care and the like that do not currently exist to serve the planned growth. The additional of 25,000 new residents and over 63,000 jobs will certainly increase need for a full range of services including schools, day care, police, fire, medical and more. This increased demand would also further induce businesses to expand and new businesses would crop up to serve the larger population and businesses. This would require new employees and draw new residents to the area, who in addition to the direct employment generated by the Project, would also need housing. Neither DEIR nor Initial Study analyze these

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<sup>18</sup> The DEIR defers the plan for emergency vehicle access to a future design of roadway projects and review by SFFD and SFPD. A Project Area-wide and complete design of roadway projects necessary to serve the development allowed by the Plan must be completed and analyzed in a revised DEIR. Deferring this essential element of the Project until later renders unlikely the City’s ability to create the necessary emergency vehicle access to overcome the increased traffic congestion the Project will create.



impacts. In addition, the Project includes Plan objectives implemented through zone changes to favor non-residential development over other kinds of growth and favoring office space and hotels<sup>19</sup>. DEIR at II-13. The result of favoring non-residential over residential development is likely to be an even greater than disclosed jobs-housing imbalance and jobs-housing fit. The direct and indirect impacts of this growth must be disclosed and analyzed in a revised and recirculated DEIR.

The DEIR's failure to adequately evaluate the Project's impacts on population, employment and housing constitutes a serious flaw. The DEIR should be revised to include a comprehensive analysis of these impacts and identify effective and enforceable mitigation for those impacts that are determined to be significant. In addition, a revised DEIR must identify feasible mitigation measures to address the likely significant impacts associated with the demand for new housing affordable to the new workforce and with the provision of new services. Examples of the kinds of mitigation that should be considered include, but are not limited to, the following:

- In combination with strict policies prohibiting displacement of senior, deed restricted and affordable housing, and lowering the total allowable amount of new non-residential uses (e.g., cap on non-residential uses), addition of policies and programs requiring affordable housing to be built concurrent with or prior to new non-residential development in the Project Area (examples include provisions in the Treasure Island and Shipyard projects, among other local and regional policy and regulatory examples).
- Approval and implementation of the Project Area street network plan to serve the Project and review and approval by SFFD and SFPD prior to new development allowed under the Plan proceeding. This should be completed and included in a revised DEIR.
- SFFD and SFPD service reviews and plans to accommodate the proposed growth completed and approved prior to new non-residential development allowed by the Plan occurring.
- Policy, program and regulation(s) in place for a required housing mix in all new residential projects to provide family housing prior to new development allowed by the Plan. The policy and program should be completed and included in a revised DEIR.

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<sup>19</sup> Hotels notorious for lower paying hospitality jobs; jobs that currently are difficult to fill in San Francisco due to the astronomically high housing costs and lack of sufficient housing. The revised DEIR must analyze the Project-related and cumulative impacts associated with the projected increase in San Francisco of hospitality and service jobs since it is the workforce associated with these lower paying jobs that likely will be traveling the farthest from work and home. There is currently no analysis of this in the DEIR.

- Up to three new sites identified and acquired for new parks prior to new development and fees assured for development of those parks. At least one new park under construction concurrent with or prior to new development allowed under the Plan.
- Reduction of the amount of new employment under the Plan through among other revisions, adoption of the reduced height alternative and prohibition of high rises except where immediately adjacent to transit hubs. A cap should also be placed on total new employment until plan expiration in 2040.

These and other feasible mitigation measures must be identified in a revised DEIR to address the significant population, employment and housing impacts of the Project and cumulative development on the Project area. A revised Financial Analysis should accompany the revised Plan and DEIR setting forth costs associated with housing, services and other community benefits of the Project and laying out a revised approach to funding implementation of these Project elements.

- Would the project create demand for additional housing, necessitating the construction of housing?

The DEIR concludes that development under the Project (Plan) would not generate housing demand beyond projected housing forecasts. DEIR Appendix B, Initial Study at page 84. In reaching this conclusion, the DEIR changes the question to include “beyond projected housing forecasts” and therefore fails to respond to the key question – would the project create demand for additional housing – thereby avoiding the required analysis.

The basis for the Initial Study’s (and DEIR’s) conclusion that demand for new housing is less than significant is twofold: First the plan would not result in physical effects directly and second, the plan merely accommodates planned growth. According to the Initial Study:

“As a regulatory program, the Plan would not result in direct physical effects but rather would result in new planning policies and controls to accommodate additional jobs and housing.” DEIR Appendix B, Initial Study at page 84. “The goal of the Plan is to accommodate regional growth projections for San Francisco and to shape and accommodate regional growth to projections for San Francisco and to shape and direct that growth toward appropriate locations. Because San Francisco is a regional job center, and because the Plan area is near regional transit lines, the Plan area represents one of the locations appropriate for new office development. As described below, the potential housing demand generated by expected office development would be offset by new housing development forecast both within the Plan area and for the City as a whole, as well as through the City’s affordable housing programs.” DEIR Appendix B, Initial Study at pages 84-85.

“Overall, the conservatively estimated housing demand resulting from Plan-generated employment would be accommodated by increases in housing supply, primarily within the Plan area and elsewhere in San Francisco, and the impact would be less-than-significant.” DEIR Appendix B, Initial Study at page 86.

Instead of providing an adequate analysis of these impacts based on the current Project (Plan), the DEIR simply defers to the discussion of population and housing in the Initial Study.

There are many reasons the DEIR’s approach to the analysis of housing demand generated by the Project (Plan) is flawed. First, accurate and consistent existing and projected population, housing and job growth figures are essential facts to support this conclusion. Yet, the Initial Study and DEIR contain vastly different figures as discussed in this letter. See e.g., Table 4, 5 and 6 in the Initial Study and Table IV-1 in the DEIR at page IV-6. Second, the conclusion that impacts associated with employment growth and associated demand for housing in the Project area will be less than significant is not supported by analysis, facts or evidence as required. To the contrary, the Project (Plan) will add significantly to the population and employment of the Project area, changing the character of the area and increasing the jobs to housing imbalance. Specifically, the Project (Plan) allows over 56,400<sup>20</sup> new jobs by 2040 and an increase in population of 23,400. Source Initial Study. New housing units under the Project (Plan) total approximately 13,200 according to the Initial Study (page 85) and 7,500 housing units according to the DEIR. Thus, there is no question the Project (Plan) will result in much more job growth than housing, exacerbating an already extreme jobs-housing imbalance in both the Project area and the City and Region, causing workers to commute farther and in turn increasing vehicle miles traveled above that described in the DEIR. Increased vehicle miles in turn will result in greater demand for transit, increased traffic congestion, air pollution and greenhouse gas emissions. A revised DEIR must analyze these impacts.

A revised analysis in a dedicated DEIR section called must be completed and recirculated with the following elements:

- A complete, stable and consistent description of the Project in terms of growth in housing, housing affordability, deed restricted units, households, population and employment (by general category of job), among other information necessary to undertake the analysis. To resolve the inconsistencies and confusion between the Initial Study and DEIR, a revised NOP/IS should be recirculated in advance of a new Draft EIR.
- Complete, consistent and up to date baseline or setting information including but not limited to existing population and demographical information, housing, housing affordability, deed restricted units, households, population and employment (by general category of jobs; e.g., service, tech, salary ranges, etc.).

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<sup>20</sup> The Central SOMA Plan allows even more jobs – 63,600 – rendering the jobs-housing imbalance even greater than described in the Initial Study.

- Description of existing job-housing fit and projected jobs-housing fit under the Project (Plan) based on a breakdown of new jobs (employment) in terms of general type and salary ranges and existing and projected housing rents and prices.
- Analysis of the impacts associated with new employment generated demand for housing within the Project area. This analysis must be based on facts and evidence.

The DEIR's failure to adequately evaluate the Project's impacts on population, employment and housing constitutes a serious flaw. In this case, it is clear the Project will generate significant demand for housing beyond that allowed by the Project in the Plan Area. The revised DEIR must address how much new housing will be needed to accommodate new employees and their families? Where will that housing need be met either in existing housing or new housing? If new housing is needed, which it likely is, where will that new housing be constructed – in the Project Area or beyond? What are the physical environmental impacts associated with construction of the new housing? Will indirect or induced growth from the Project result in a demand for additional housing, beyond that required to house new Project employees? If so, where will that housing be located? And so on. The DEIR should be revised to include a comprehensive analysis of these impacts and identify effective and enforceable mitigation for those impacts that are determined to be significant. In addition, a revised DEIR must identify feasible mitigation measures to address the likely significant impacts associated with the demand for new housing affordable to the new workforce and with the provision of new services. See above discussion of feasible mitigation measures that should be considered in a revised DEIR.

- Would the project displace substantial number of existing housing units or create demand for additional housing, necessitating the construction of replacement housing?

The Project will inevitably lead to the displacement of low and moderate income residents because of the incentives provided through zoning and other mechanisms for new non-residential development in the Project area. Currently over 10,000 people live in the Central SOMA neighborhood or Project area in approximately 7800 housing units. These residents are among the most ethnically and economically diverse in the City with about 60% of residents people of color.<sup>21</sup> Although the median household income is slightly higher than the City average, the neighborhood has one of the highest levels of poverty with 31% of the population living at or below 200% of the poverty threshold.<sup>22</sup> Yet, the DEIR concludes that the Project (Plan) would not displace a large number of housing units or necessitate construction of replacement housing outside the Plan area finding this impact less than significant. DEIR Appendix B, Initial Study at page 86. The DEIR reaches this conclusion despite

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<sup>21</sup> SF Dept of Public Health, Environmental Health, Sustainable Communities Health Assessment: Central Corridor Plan, page 6 (11-30-12).

<sup>22</sup> Id. p. 21

acknowledgement that the Project (Plan) could require the demolition of existing housing units within the Plan Area. The basis of the DEIR's conclusion is in short:

“From the perspective of the City's housing stock, the loss of housing units as a result of development under the Plan would be offset by the production of up to approximately 13,200 net new housing units (Initial Study page 86) within the Plan area in addition to residential development elsewhere in San Francisco as has been occurring and is expected to occur in the future, in addition to the fees paid for the jobs/housing linkage program and Inclusionary Affordable Housing.” DEIR Appendix B, Initial Study at pages 86-87.

The Initial Study contradicts this statement at page 85, noting that the project demand for housing created by the Project would be about 19,900 units, far surpassing the potential addition of about 11,700<sup>23</sup> units projected to be created in the Plan area by 2040. The current Project is projected to produce fewer housing units – approximately 7,500 -- resulting in an even larger gap between new employees in the Project area and new housing units. There is no question the Project will generate a demand for housing beyond that proposed by the Project. A revised DEIR must acknowledge this impact and provide further evidence housing need will be met and where and depending on where, the impact associated with the development of that new housing.

The Initial Study also argues that the potential number of units that could be displaced by the Project (Plan) **as too speculative** and not necessary to concluding impacts would be less than significant, reasoning that the Plan is intended to promote additional density along with Planning Code requirements for replacement and conservation would offset displaced units, a. DEIR Appendix B, Initial Study at page 87. The number of units or range of units potentially displaced by the Project is not speculative. In fact, the information exists to determine the possible range of housing units in the Project area that could be displaced as demonstrated by detailed modeling supporting the shadow discussion in the DEIR and the equally detailed development scenarios presented in the Financial Analysis. Subsequent development projects that “would occur under the Plan” listed at pages IV-8 to IV-10 plus cumulative projects listed at IV-11 to IV-12 also provide a basis for determining the potential range of units displaced by the adoption and implementation of the Project.

For these reasons the approach the DEIR takes to analysis of this potential impact falls short of CEQA's requirements for analysis, facts and evidence to support conclusions concerning impact significance. A revised analysis in a dedicated DEIR section must be completed and recirculated with the following elements:

- A map and text displaying the location, number and affordability (e.g., affordable, deed restricted and senior) housing units in the Project area. This information should disclose the number of affordable units that could revert to

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<sup>23</sup> The Central SOMA Plan would create only 7,500 housing units.

market rate due to limited duration of the affordability of those units under agreement or other terms.

- An overlay of proposed zoning indicating potential incentive new development overlap or conflict with existing housing units.
- An analysis of potential (worst case) displacement of units broken down by market rate, affordable and deed restricted based on the two inputs above. In addition, estimate of the total number of residents potentially displaced.
- Description of how specifically City planning policies and code provisions would result in avoidance (conservation) or replacement of units displaced by new development and neighborhood gentrification due to a likely rise in the number of high income wage earners occupying the new jobs.

The DEIR's failure to adequately evaluate the Project's impacts on population, employment and housing constitutes a serious flaw. In this case, it is clear the Project will displace housing in the Project area. The revised DEIR must address how much, where and whether housing displaced is affordable or serving special needs. The revised DEIR must also describe specifically how these units will be replaced if displaced and where. The DEIR should be revised to include a comprehensive analysis of these impacts and identify effective and enforceable mitigation for those impacts that are determined to be significant. In addition, a revised DEIR must identify feasible mitigation measures to address the likely significant impacts associated with the demand for new housing affordable to the new workforce and with the provision of new services. See above discussion of feasible mitigation measures that should be considered in a revised DEIR.

### 3. The DEIR's Analysis of and Mitigation for Public Services Impacts is Inadequate

Instead of actually analyzing the Project's impacts on public services, in reliance on the Initial Study, the DEIR concludes that the Project (Plan) impacts to public services including police, fire and schools will be less than significant. DEIR Appendix B, Initial Study at pages 118 to 124, DEIR at page I-2. As stated above, the DEIR errs in relying on the Initial Study for the analysis of public service impacts since the Project described in the Initial Study is materially different than that described in the DEIR. Nonetheless, neither the Initial Study or the DEIR contain facts or analysis to support the conclusion that across the board, impacts to public services will be less than significant. The result is a lack of information about the severity and extent of the Project's impacts on public services including police, fire, emergency services, child care and health services, among others.

The Initial Study acknowledges that specific development projects allowed under the Plan and associated increases in population and land use intensity would result in an increased demand for public services noting that the Southern Station (in 2013) receives approximately 25 % of the City's call for service. Initial Study at page 120. This level of calls for service has likely gone up since 2013 due to growth in and around the Project area.

The Initial Study's conclusion that impacts to police, fire and emergency services is circular, incomplete and unsupported by analysis and facts. Without any analysis of the need for additional fire, police or emergency services, the Initial Study concludes:

“...development under the Plan would not result in the need for new or physically altered police protection facilities, and this impact would be less than significant. The potential significant effects of any new or physically altered fire facilities are analyzed in other sections of this Initial Study or will be further analyzed and included in the EIR.” DEIR Appendix B, Initial Study at page 121.

The Initial Study notes that the SFFD conducts ongoing assessments of its service capacity and response times and would continue to do so in response to projected growth over the lifetime of the Plan; as another excuse for excluding meaningful analysis. The limited discussion in the Initial Study also ignores the likely significant impacts to these services associated with increased traffic congestion noting that facilities are in the district and presumably unaffected by traffic gridlock.

This approach falls short of CEQA's requirements for analysis, facts and evidence to support conclusions concerning impact significance. A revised analysis in a new DEIR section must be completed and recirculated with the following elements:

- Setting (baseline) information including up to date calls and response times for police, fire and emergency services as well as the SFFD and SFPD's standards for personal per capita, equipment and facilities. This description should include a current assessment of the capacity of these services and assessment of unmet demands for services, facilities and funding.
- Accurate project description information including but not limited to the growth in population by residents and employment allowed by the Project and a breakdown of the types of development projected as service needs vary by development type.
- A clear articulation of the City's adopted standards for all public services impacted by the Project (e.g., acceptable response times, personnel per population, etc.).
- Based on projections for new development under the Project, projected increases in calls, types of call based on proposed development and associated need for additional personnel and facilities based on adopted and recognized standards.

The Central SOMA Neighborhood (Project area) faces “amongst the highest violent and property crime rates in the City<sup>24</sup>. – characterize the crime. There is no question the addition of over 63,000 new jobs and 23,400 residents will result in significant demand for additional police and fire personnel and likely facilities and equipment. In addition, increased congestion on the Project area roads will likely result in reduced response times unless additional

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<sup>24</sup> SF Department of Public Health, Environmental Health, Sustainable Communities Health Assessment: Central Corridor Plan, p. 4.

resources are provided in the area (e.g., sub-stations, additional personnel, equipment and equipment storage, emergency lanes and pull outs, etc.).<sup>25</sup> A revised analysis of these impacts must be prepared and recirculated in a new DEIR and feasibility mitigation measures identified.

#### 4. The DEIR Errs in Concluding Project Potential Shadow Effects Will Be Less than Significant

The Central SOMA Neighborhood (Project area) is currently characterized by mid-rise buildings affording the neighborhood good natural sunlight and light as compared with the Financial District. The changes proposed by the Project (Plan) allow for approximately eight towers between 200 and 400 feet in height, five buildings of 160-feet in height and six of 130 feet in height as well as others ranging from 200 to 350 feet in height. Developments of 100% affordable housing could achieve greater heights by right using the State's affordable housing density bonus. DEIR at 11-22. According to the Central Soma Plan and DEIR: "The proposed height limits are intended to minimize shadow impacts on South Park, Yerba Buena Gardens, and the Bessie Carmichael School schoolyard." DEIR at page II-23.

Unlike many other topics where the DEIR relies on the Initial Study, in this case, the DEIR addresses the Project's potential shadow effects on publicly accessible areas, including public parks, publicly accessible private open spaces, and sidewalks using computer modeling and detailed graphics displaying shading in DEIR Section IV.H..<sup>26</sup> The conclusion reached concerning shadow impacts is as follows:

"...development pursuant to the Plan would not create new shadow in a manner that substantially affects the use of existing outdoor recreation facilities or other public areas. Additionally, the specific massing and design of a subsequent development project would be reviewed to determine whether the project could have shadow impacts not identified

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<sup>25</sup> The DEIR's discussion of Cumulative Emergency Vehicle Access Impacts is instructive. DEIR at page IV.D-108. The discussion acknowledges the traffic congestion in the Project Area and that the Project and cumulative development will make it worse: "Development under the Plan and the proposed street network changes would contribute considerably to these significant impacts on emergency vehicle access." DEIR at IV.D-108. The DEIR errs in concluding an Emergency Vehicle Access Consultation would mitigate these impacts. The consultation is deferred to the future and requires review of each street network project to be sure that private vehicles would not be precluded from yielding right of way to emergency vehicles. That plan must be completed now, reviewed and approved as part of a revised DEIR and not deferred until there is no longer flexibility to improve the road system to allow for emergency vehicle access and movement as needed. Such improvements may require additional physical space, pull-outs and other modifications to address an already dire situation due to existing congestion, the DEIR admits will be made worse by the Project plus cumulative projects.

<sup>26</sup> It is instructive that the analysis is qualitative. Specifically, according to the DEIR, the analysis is qualitative and not quantitative since quantitative analysis is typically required for analysis of individual buildings under section 295 or as part of a project specific review. DEIR at page IV.H-11. A revised DEIR should provide quantitative analysis of the Project as well since numerous specific development projects listed in the DEIR will proceed with Plan adoption.



at this programmatic level of analysis. Therefore, the impact would be less than significant.” DEIR at page IV.H-38.

The DEIR’s own analysis supports a different conclusion. Specifically, the DEIR’s modeling clearly indicates that the Project will result in significant shading of South Park, Victoria Manalo Draves Park and Gene Friend Recreation Center, as well as several other public open spaces and neighborhood sidewalks. See for example, Figures IV.H-13 and 14 showing shadow on South Park during most of the day during seasons of shorter day length [when sunlight in the limited open spaces in this neighborhood is even more important]. The DEIR states in this regard:

“During the seasons of shorter day length and longer mid-day shadows, the Plan could result in an increase in shadow on South Park during most of the day. At the winter solstice, small bits of new shadow could be added to shadow from existing buildings over various parts of the park throughout the day, as shown in Figure IV.H-13 and Figure IV.H-14.”

Contrary to the model results and description of the impact above, the DEIR finds the new shadows, despite coverage of one of the few public open spaces, of limited extent and therefore less than significant. This conclusion is laughable given the clear proof in the DEIR that the Project will cast shadows on South Park for nearly half the year. These impacts are compounded by the fact that the neighborhood is so underserved by public parks and recreation spaces.

Similarly, the extent and duration of shadows cast on public sidewalks will increase as taller buildings are developed, as shown in DEIR Figures IV.H-2 through Figure IV.H-10. Casting shadows for nearly half the year clearly requires a conclusion of significant impact warranting consideration of mitigation and alternatives. Mitigation and alternatives that must be considered to reduce these impacts include but are not limited to:

- Adoption of the reduced height alternative and prohibition of high rises except where immediately adjacent to transit hubs.
- Lower height limits on sites where shadow impacts are shown by the DEIR’s analysis to extend into existing open space, park and recreation areas.

#### 5. The DEIR Errs in Concluding Impacts to Open Space and Recreation Will Be Less Than Significant

The Central SOMA Plan area has very limited public open spaces and facilities. While a robust, ethnically and economically diverse community, Central SOMA faces serious challenges in terms of lack of open space and recreational opportunities. Currently 67% of residents live within ½ miles of a public recreational facility compared to 91% for the City as a whole<sup>27</sup>. South Park is

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<sup>27</sup> SF Department of Public Health, Environmental Health, Sustainable Communities Health Assessment: Central Corridor Plan, p. 4.

the only large-scale open space in the Plan Area and the only Recreation and Park Department property. While there are open spaces adjacent to the Area including Yerba Buena Gardens, the uneven distribution of open spaces and lack of them leaves the area underserved. The General Plan Recreation and Open Space Element (ROSE), adopted in 2014, identifies portions of the Plan Area as in need of new open space. DEIR at page II-31.

The DEIR relies on the Initial Study for the required analysis of impacts to open space and recreation. DEIR at page I-2. According to the Initial Study, development under the Plan would have an adverse environmental impact if it were to cause the deterioration of existing recreational resources through increased use or require the construction or expansion of recreational facilities that may have an adverse effect on the environment. DEIR Appendix B, Initial Study at page 104. The Initial Study notes that any existing unmet demand for parks and recreational resources that currently exist in the Plan area is not in and of itself considered to be a significant impact on the environment noting that the Plan area is deficient in these resources. Id.

Based on the Project's proposed network of new open spaces, including POPOS, and a potential new park,<sup>28</sup> the Initial Study concludes that impacts to open space and recreational resources will be less than significant. This conclusion is unsupported by facts, analysis and evidence. The Initial Study briefly alludes to the City's minimum standards for open space and recreational resources per capita, but nowhere in the Initial Study or DEIR is there a quantitative analysis of the need for new open space and recreational resources based on the substantial growth in employee, resident and tourist populations in the area. Given the current lack of adequate resources, growth not accompanied by adequate new development of parks and recreational resources is clearly a significant impact of the Project. Moreover, the Project's proposed new open spaces is far from sufficient to accommodate the new growth based on the City's own standards. A revised DEIR must analyze the Projects quantitative impacts on parks, open space and recreational resources. Feasible mitigation measures should also be identified including the addition of more than one substantial new park in the Central SOMA area. If such facilities are not identified now at the Area Plan stage, it will be too late to identify potential sites and determine how costs of implementation can be shared by new development. The revised DEIR must also include an adequate analysis of the physical environmental impacts associated with construction of new facilities and cannot defer this analysis to a later project specific environmental analysis.

#### 6. The Project is Inconsistent with the General Plan and Other Applicable Planning Documents

The DEIR must include a complete and forthright analysis of the Projects consistency with the General Plan and other applicable planning documents, ordinances and regulations.

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<sup>28</sup> It is far from clear that the proposed new park will ever be a reality. New development should be conditioned on certainty for all essential services to accommodate growth, not limited to new parks and recreational resources.

Inconsistencies between the Project and the General Plan or other applicable planning documents that were enacted to protect the environment may constitute significant impacts in themselves and can also be evidence of other significant impacts that must be analyzed in the DEIR. In addition, where a Project is inconsistent with the General Plan it may not be lawfully adopted or approved.

In this case, after discussing only some of the applicable plans, the DEIR incorrectly concludes across the board that the Project will not substantially conflict with any of the plans, policies or other provisions discussed, noting that the Planning Commission and Board of Supervisors would review the Plan for consistency with the General Plan and consider possible amendments to achieve conformity. See DEIR Chapter III and page III-1.

Some examples of the Project's glaring inconsistency with the General Plan include, but are not limited to, the following:

Plan Provision	Inconsistency
<p>Urban Design Element, General Plan:</p> <p>Policy 3.5: Relate the height of building to important attributes of the city pattern and to the height and character of existing development; and</p> <p>Policy 3.6: Relate the bulk of buildings to the prevailing scale of development to avoid an overwhelming or dominating appearance in new construction.</p> <p>DEIR at page III-10</p>	<p>The DEIR incorrectly concludes the Project would not conflict with the objectives and policies of the Urban Design Element.</p> <p>There is a clear inconsistency between the Project and the Urban Design Element. The Project (Plan) allows building of 350 feet or more in a neighborhood that is currently mid-rise and planned to remain mid-rise in the Central Corridor Plan. According to the Central Corridor Plan, "[t]he predominant character of Soma as a mid-rise district should be retained, and the presence of high-rises reduced by limiting their distribution and bulk." Central Soma Plan at page 32. Holding up this policy direction in the Central Soma Plan are numerous reasons mid-rises rather than high rises are a better fit for the neighborhood and would result in fewer significant impacts. The DEIR's assertion the Project would not be inconsistent with the General Plan (DEIR at page III-10) is undermined by the statements and facts in the Central Corridor Plan and its supporting documents.</p>
<p>Recreation and Open Space Element</p> <p>Policy 1.9: Preserve sunlight in public open</p>	<p>The DEIR incorrectly concludes the project will not conflict with this policy.</p>

spaces. DEIR at page III-II.	There is a clear inconsistency between the Project and this Policy as documented by the DEIR section on Shadows. Specifically, the DEIR states that the Project will create new shadow on several parks in the area. DEIR at page III-II; see also discussion of Shadow section in this letter). In addition, the DEIR Figures show significant new shadows on public streets and POPOS. DEIR pages IV.H-35, IV.H-38, Figures in Section IV.H of the DEIR. Based on evidence in the DEIR, the DEIR incorrectly concludes the Project will no conflict with this Policy.
<p>Western SOMA Plan</p> <p>Policy 1.2.4: Prohibit housing outside of designated Residential Enclave Districts (RED) south of Harrison Street.” DEIR at page III-6</p> <p>As well as other provisions of the Western SOMA Plan</p>	The DEIR incorrectly concludes that the Project would not be demonstrably inconsistent with the Western Soma Plan. DEIR at page III-8. The Project is clearly inconsistent with this policy and therefore clearly inconsistent.
Eastern SOMA Plan	<p>The DEIR incorrectly states that the Project would not be demonstrably inconsistent with the East Soma Plan in part because the applicable parcels in the Plan would be incorporated into the Central Soma Plan.</p> <p>The Project’s preference for employment (non-residential) uses is in stark contrast to the objectives (1.2 and 1.2) of the Eastern Soma Plan. Moreover, the Project’s proposed substantial growth in employment without a commensurate plan for housing will put significant pressure on the East Soma Plan for additional housing growth not anticipated by the Plan.</p>

A revised DEIR must include expanded and forthright analysis of the Projects potential inconsistencies with all applicable plans including voter approved propositions, San Francisco’s Urban Design Guidelines and the newly adopted TDM Ordinance. Where an inconsistency with a Plan or policy would result in an environmental impact (e.g., shadows, public services,

housing demand), those impacts must be analyzed in the appropriate sections of the revised DEIR in a manner consistent with the policy analysis.

C. The DEIR Must be Recirculated

Decision makers and the public cannot possibly assess the Project's impacts through the present DEIR which is riddled with omissions, errors and inconsistencies. Among other fundamental deficiencies, the DEIR repeatedly understates the Project's significant environmental impacts and therefore fails to formulate feasible mitigation to reduce these impacts. To resolve these issues, the City must prepare a revised DEIR that would necessarily include substantial new information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terry Watt".

Terry Watt, ACIP

Appendix A: Terry Watt Qualifications

# Appendix A

## Terry Watt Qualifications

**Terry Watt, AICP**

**Terry Watt Planning Consultants**

**1937 Filbert Street - San Francisco, CA 94123**

[terrywatt@att.net](mailto:terrywatt@att.net)

**Cell: 415-377-6280**

Terry Watt, AICP, owns Terry Watt Planning Consultants. Ms. Watt's firm specializes in planning and implementation projects with a focus on regionally-significant land use and conservation work that advances sustainable development patterns and practices. Prior to forming her own consulting group, she was the staff planning expert with the environmental and land use law firm Shute, Mihaly & Weinberger. She is an expert in general and specific planning and zoning, open space and agricultural land conservation strategies and approaches and environmental compliance, including CEQA and NEPA. Her skills also include facilitation and negotiation, public outreach and project management. Terry is a frequent presenter at regional, national and statewide workshops and symposiums. She holds a Master's Degree in City and Regional Planning from the University of Southern California and a multi-disciplinary Bachelor's Degree in Urban Studies from Stanford University.

Terry works with a wide variety of clients throughout California including non-profit organizations, government agencies and foundations. She volunteers up to half her professional time on select projects. Recent projects and roles include:

- Project Manager and Governor's Office Liaison for San Joaquin Valley: Least Conflict Lands for Solar PV project. Project funding came from the Hewlett and Energy Foundation's, matched by environmental organizations, the California Energy Commission and other private parties. The objective of the project was to identify areas in the Valley that had very low resource values for renewable energy to serve as an incentive for development of least conflict lands rather than valuable resource lands. Watt was responsible for overall project management and day to day coordination, multi-stakeholder (150 stakeholders) and agency (57 federal, local and agency advisors) outreach and participation, facilitation of meetings, Governor's Office convening's, all project logistics and project report. Link to Collaboration Platform – Data Basin San Joaquin Valley: <http://sjvp.databasin.org/>
- Governor's Office Liaison and Outreach Coordinator for the State's portion of the Desert Renewable Energy Conservation Plan (DRECP). As outreach coordinator, worked closely with local governments on DRECP related consistency issues with local general plans.
- Planning Consultant to California Attorney General's Office - Environment Section focusing on climate change, CEQA and general plans. (2007- 2010). While working with the Environment Section, assisted with settlements (Stockton General Plan, Pleasanton Housing Element and CEQA litigation); identified locally based best practices for local government planning to address climate change issues; and managed government outreach and consultation on general plans and climate action plans/energy elements/sustainability planning efforts. Post 2010 continue to provide periodic consulting services to the Environment Section related to select cases.
- Strategic Advisor and Planning Consultant to the Santa Clara Valley Open Space Authority, Greenbelt Alliance and Committee for Green Foothills for the Coyote Valley Project focused on developing a conservation and development plan for the Valley. Watt was responsible for preparing the group's early CEQA comment letter on the negative declaration for a proposed Warehouse Project and assisting with scoping comments for the EIR.
- Measure M-2 Sales Tax and Environmental Mitigation Measure. (2009-). Terry was the Co-project

manager/facilitator of a 30+-member environmental coalition that through a unique partnership with the Orange County Transportation Authority (OCTA) and state and federal wildlife agencies generated nearly \$500 million in funding for programmatic environmental mitigation (conservation land acquisition and stewardship) in Measure M2, Orange County Transportation Sales Tax.

- State Office of Planning and Research Special Projects (2011 – ongoing). Advisor to OPR on General Plan Guidelines, Infill and Renewable Energy Templates as part of the required update of the General Plan Guidelines. Expert panelist for workshops on SB 743.
- Marin Countywide General Plan and Environmental Impact Report (2004 to 2007). Project Manager for the award-winning Marin Countywide Plan Update and its Environmental Impact Report. The General Plan was among the first to incorporate leading edge climate change, greenhouse gas emissions reduction and sustainability policies as well as monitoring, tracking and implementation measures to measure success.
- Staff to the Martis Fund, a joint project of five environmental groups and a Business Group (Highlands Group and DMB Inc.). (2008 – ongoing). The Fund was created as a result of litigation settlement. The Fund has distributed over \$15 million dollars since its inception to a range of conservation (acquisition of over 5,000 acres of open space), stewardship and restoration projects and workforce housing projects (emergency rental housing support, down payment assistance and low income apartments). Funding comes from a permanent transfer fee on all real estate sales at Martis Camp. <http://www.martisfund.org/PDFs/Martis-Fund-Brochure.pdf>
- Tejon Ranch Land Use and Conservation Agreement. (2006 – ongoing). Project coordinator for a dialogue process between environmental groups (Natural Resources Defense Council, Sierra Club, Endangered Habitats League, Planning and Conservation League, Audubon California) and The Tejon Ranch Company that resulted in a major Land Use and Conservation Agreement for the permanent protection of 240,000+ acres (90%) of the 270,000 acre Tejon Ranch. Secretary John Laird refers to the Agreement as a “miracle” agreement. In return for permanent conservation of 240,000+ acres, environmental groups agreed not to oppose projects within the development footprints; but can comment on regional planning efforts and the projects. Terry has an ongoing role overseeing implementation of the Agreement, including early role forming and managing the Conservancy formed by the Agreement. The Agreement provided the cornerstone of the Habitat Conservation Plan for a major portion of the Ranch; the Tejon Multi-Species Habitat Conservation Plan, TUMSHP, approved in April 2013. She recently joined the Board of the Tejon Ranch Conservancy created and funded by the Agreement.
- Orange County Wildlife Corridor. Project coordinator and architect for dialogue process between environmental and conservation organizations, City of Irvine and Lennar/Five Points development team that resulted in an 8 party Agreement, related general plan amendment and full funding to build an urban wildlife corridor to the specifications of the science team (6-member team jointly selected by all groups) connecting two high value conservation areas in central Orange County (Coastal and Eastern NCCP/HCP lands). Watt provides some ongoing implementation support. Recently (2017) coordinated DEIR comments letters on two Orange County County Project proposals that could adversely impact the 5 Point/Irvine Wildlife Corridor.
- Ongoing assistance and authorship of expert comments on projects with recent letters on the proposed draft Amador County General Plan on behalf of the Foothill Conservancy and the proposed Squaw Valley Resort on behalf of a coalition of environmental and labor organizations.
- Facilitator to the Bolsa Chica Land Trust for recent agreement with Landowners to purchase remaining private acres of the Bolsa Chica uplands. Currently assisting with fundraising for the property.
- Advisor to the Nature Conservancy, the American Farmland Trust, Center for Law, Energy and Environment on numerous publications concerning urban infill and conservation.



## **PROFESSIONAL MEMBERSHIPS AND BOARDS**

- Lambda Alpha International - Golden Gate Chapter
- American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- Tahoe Fund Founding Board Member
- Tejon Ranch Conservancy Board Member
- Santa Lucia Conservancy Board Member
- Founder Council of Infill Builders
- Board Member, Planning and Conservation League

## **AWARDS**

- State and National APA Awards for Marin County General Plan
- APA Awards for South Livermore Valley Plans
- Carla Bard Award for Individual Achievement PCI

## **PUBLICATIONS**

Contributor to the Award Winning Textbook:

Ecosystems of California, 2016, Chapter 40:

Land Use Regulation for Resource Conservation

# EXHIBIT B



Technical Consultation, Data Analysis and  
Litigation Support for the Environment

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February 8, 2017

Richard Drury  
Lozeau | Drury LLP  
410 12th Street, Suite 250  
Oakland, CA 94607

**Subject:       Comments on the Central SoMa (South of Market) Plan**

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Dear Mr. Drury,

We have reviewed the Draft Environmental Impact Report (DEIR) for the Central SoMa (South of Market) Plan ("Plan") located in the City of San Francisco. The Central SoMa Plan (formerly, Central Corridor Plan) is a comprehensive plan for the area surrounding much of southern portion of the Central Subway transit line, a 1.7-mile extension of the Third Street light rail line that will link the Caltrain Depot at Fourth and King Streets to Chinatown and provide service within the South of Market (SoMa) area. The Plan Area includes roughly 230 acres that comprise 17 city blocks, as well as the streets and thoroughfares that connect SoMa to its adjacent neighborhoods: Downtown, Mission Bay, Rincon Hill, and the Mission District. The Plan seeks to encourage and accommodate housing and employment growth by (1) removing land use restrictions to support a greater mix of uses while also emphasizing office uses in portions of the Plan Area; (2) amending height and bulk districts to allow for taller buildings; (3) modifying the system of streets and circulation within and adjacent to the Plan Area to meet the needs and goals of a dense, transit-oriented, mix-use district; and (4) creating new, and improving existing, open spaces.

Our review concludes that the DEIR fails to adequately evaluate the Plan's impact on local and regional air quality, pedestrian safety, and traffic. As a result, air emissions and health impacts associated with construction and operation of the proposed Plan are underestimated and inadequately addressed. An updated DEIR should be prepared to adequately assess and mitigate these potential impacts.

## Air Quality

### Failure to Adequately Assess the Plan's Air Quality Impact

The DEIR concludes that the Plan would have a less than significant air quality impact (p. IV.F-33). This conclusion, however, is incorrect for several reasons. First, the air quality analysis conducted within the DEIR is based on outdated baseline data that do not accurately reflect current traffic, air quality, pedestrian safety, and population within the Plan area. Second, the DEIR fails to account for all major development projects currently being considered within the area. As a result, the Plan's net increase in criteria air pollutants within the area, as well as its cumulative air quality impact, are misrepresented. Due to these reasons, we find the DEIR's air quality analysis and resultant significance determination to be inadequate, and require that an updated DEIR be prepared to adequately evaluate the Plan's air quality impact.

### Use of Outdated Baseline Data

According to the Bay Area Air Quality Management District's (BAAQMD) CEQA Air Quality Guidelines,<sup>1</sup> and as stated in the DEIR,

"The significance thresholds for assessment of a planning document, such as the proposed Plan, involve an evaluation of whether:

- The plan would be consistent with the control measures contained in the current regional air quality plan (the 2010 Clean Air Plan), would support the primary objectives of that plan and would not hinder implementation of that plan; the plan's growth in vehicle miles traveled (VMT) do not exceed the plan's population growth; and the plan would not cause localized CO impacts.

If the foregoing questions can be answered in the affirmative, the proposed Plan would not:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Violate any air quality standard or contribute substantially to an existing or projected air quality violation; nor
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or State ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)" (p. IV.F-21, IV.F-22).

Using these thresholds, the DEIR concludes that because "the Plan would be consistent with the control measures contained in the current regional air quality plan (the 2010 Clean Air Plan), would support the

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<sup>1</sup> Air Quality Guidelines, BAAQMD, June 2010, available at: [http://www.baaqmd.gov/~media/files/planning-and-research/ceqa/draft\\_baaqmd\\_ceqa\\_guidelines\\_may\\_2010\\_final.pdf?la=en](http://www.baaqmd.gov/~media/files/planning-and-research/ceqa/draft_baaqmd_ceqa_guidelines_may_2010_final.pdf?la=en), p. 9-2

primary objectives of the 2010 Clean Air Plan and would not hinder implementation of the 2010 Clean Air Plan,” and because “the rate of growth in VMT with implementation of the Plan would not exceed the Plan’s rate of population growth and the Plan would not cause localized CO impacts,” “the Plan would not violate an air quality standard or contribute to an existing or projected air quality violation, or result in a cumulatively considerable net increase of any non-attainment criteria pollutant” (p. IV.F-34).

This conclusion, however, is incorrect, as the DEIR’s air quality analysis is based on outdated baseline data that do not accurately reflect current traffic, air quality, pedestrian safety, and population within the Plan area. For example, the DEIR conducts an analysis to determine whether or not the rate of growth in vehicle miles traveled (VMT) with implementation of the Plan would exceed the Plan’s rate of population growth. This analysis, however, relies upon outdated 2010 baseline data, which is more than five years old. The DEIR states,

“Growth projections prepared by the San Francisco Planning Department (and discussed under Analysis Assumptions in the Overview subsection of Chapter IV, Environmental Setting, Impacts, and Mitigation Measures) indicate that with implementation of the Plan, Plan Area residential population would increase from approximately 12,000 in 2010 to 37,500, by 2040, the analysis horizon year. This represents an increase of 213 percent. Additionally, employment is projected to grow from about 45,600 under existing conditions to approximately 109,200 by 2040, an increase of 139 percent. The combined population-employment (“service population”) increase with implementation of the Plan, would therefore be approximately 154 percent ( $[(37,500 + 109,200) \div (12,000 + 45,600)] = 2.54$ , or an increase of 154 percent from existing). Based on output from the County Transportation Authority travel demand model, daily VMT to and from the Plan Area would increase by approximately 77 percent by 2040, from approximately 987,000 to about 1.751 million” (p. IV.F-33).

The use of 2010 population and traffic projections to determine the Plan’s incremental net increase in criteria air pollutants is inadequate, as it does not accurately represent the current baseline conditions within the Plan area. As stated by the BAAQMD in their 2009 Justification Report, the use of outdated population growth estimates can result in inconsistencies within a Plan’s air quality analysis.<sup>2</sup> Therefore, by relying upon baseline data that is more than five years old, the Plan’s air quality impact is inadequately evaluated.

Not only does the DEIR rely upon outdated traffic and population projections to determine the Plan’s air quality impact, but it also fails to consider recent changes in the Plan area’s air quality and pedestrian safety. According to the Sustainable Communities Health Assessment conducted for the proposed Plan, “due to close proximity to freeways and high traffic roads, the area has some of the poorest air quality

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<sup>2</sup> Revised Draft Options and Justification Report California Environmental Quality Act Thresholds of Significance, BAAQMD, 2009, available at: <http://www.baaqmd.gov/~media/files/planning-and-research/ceqa/revised-draft-ceqa-thresholds-justification-report-oct-2009.pdf?la=en>

in the City, with 13% of households living in an area exposed to greater than 10 µg/m<sup>3</sup> of fine particulate matter (PM 2.5) and 16% living in areas with ambient air pollution cancer risks greater than 100 in a million” (p. 2). The report continues on to state that while “residents in the Plan area own fewer cars, drive less, and spend more time walking and cycling,” the area still has “among the highest densities of traffic in the city” (p. 3). The report also indicates that the Plan area’s current pedestrian injuries and traffic congestion are among the highest in the city, stating,

“The incidence of severe injuries and deaths related to collisions between vehicles and pedestrians, cyclists, and other vehicles is amongst the highest in the City. The situation for pedestrians is especially troubling, as the average annual number of pedestrian injuries and fatalities per 100 road miles is six times higher in the Plan area compared to the City as a whole (48 vs. 8). Compared to other neighborhoods, the Plan area also has a higher proportion of drivers who are driving over the speed limit. While more residents who live in the Plan area may not be driving themselves, the traffic density, a general proxy for adverse environmental exposures and health hazards from traffic, is among the highest in the City due to the large arterials that carry traffic to and from freeways. Additionally, 100% of the current population in the plan area lives within 150 meters of a designated truck route (research suggests that the concentration of emitted motor vehicle pollutants may be highest within 150 meters of roadways)” (p. 3).

As you can see in the excerpt above, the Plan area’s current air quality, traffic conditions, and pedestrian safety are among the worst in the city – something that the DEIR fails to address or even consider when evaluating the Plan’s air quality impact. Once implemented, the Central SoMa Plan, which proposes to develop 17,280,000 square feet of residential uses, 10,430,000 square feet of office uses, and 4,007,000 square feet of retail and other uses, will only exacerbate these already significant health and environmental issues (Table VI-1, p. VI-3, pp. 627). Therefore, we find the DEIR’s conclusion of a less than significant air quality impact to be incorrect, and maintain that the Plan would have a significant air quality impact, as our analysis provides substantial evidence to support this significance determination.

#### *Failure to Consider Impacts from Other Projects Within the Area*

Not only does the DEIR rely upon outdated baseline data to determine the Plan’s air quality impacts, but it also fails to account for impacts from other development projects within the area. As a result, the Plan’s net increase in criteria air pollutants within the area, as well as its cumulative air quality impact, are misrepresented.

The proposed Pier 70 Mixed-Use District Project, which is adjacent to the Central SoMa Plan area, comprises a project site of an approximately 35-acre area bounded by Illinois Street to the west, 20th Street to the north, San Francisco Bay to the east, and 22nd Street to the south.<sup>3</sup> The project site

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<sup>3</sup> Pier 70 Mixed-Use District Project DEIR, p. 2.1-2.2, available at: <http://sf-planning.org/environmental-impact-reports-negative-declarations>

contains two development areas: the 28-Acre Site and the Illinois Parcels. Development of the 28-Acre Site would include up to a maximum of approximately 3,422,265 gross square feet (gsf) of construction in new buildings and improvements to existing structures (excluding square footage allocated to accessory parking). Development of the Illinois Parcels would include up to a maximum of approximately 801,400 gsf in new buildings; these new buildings would not exceed a height of 65 feet, which is the existing height limit along Illinois Street on both the Port-owned and the western portion of the Hoedown Yard.

According to the Pier 70 Mixed-Use District Project's DEIR, the Pier 70 Project would result in ten significant and unavoidable impacts. "It would:

- Cause one individual Muni route (48 Quintara/24th Street bus routes) to exceed 85 percent capacity utilization in the a.m. and p.m. peak hours in both the inbound and outbound directions;
- Cause loading demand during the peak loading hour to not be adequately accommodated by proposed on-site/off-street loading supply or in proposed on-street loading zones, which may create hazardous conditions or significant delays for transit, bicycles, or pedestrians;
- Contribute considerably to significant cumulative transit impacts on the 48 Quintara/24<sup>th</sup> Street and 22 Fillmore bus routes;
- Cause a substantial temporary or periodic increase in ambient noise levels during construction in the project vicinity above levels existing without the project;
- Cause substantial permanent increases in ambient noise levels in the project vicinity (22<sup>nd</sup> Street [east of Tennessee Street to east of Illinois Street]; and Illinois Street [20th Street to south of 22nd Street]);
- Combine with cumulative development to cause a substantial permanent increase in ambient noise levels in the project vicinity (22nd Street [east of Tennessee Street to east of Illinois Street] and Illinois Street [20th Street to south of 22nd Street]);
- Generate fugitive dust and criteria air pollutants during construction, which would violate an air quality standard, contribute substantially to an existing or projected air quality violation, and result in a cumulatively considerable net increase in criteria air pollutants;
- Result in operational emissions of criteria air pollutants at levels that would violate an air quality standard, contribute to an existing or projected air quality violation, and result in a cumulatively considerable net increase in criteria air pollutants; and
- Combine with past, present, and reasonably foreseeable future development in the project area to contribute to cumulative regional air quality impacts."<sup>4</sup>

As you can see in the excerpt above, the Pier 70 Project would result in significant and unavoidable impacts to air quality, pedestrian safety, and traffic. These significant and unavoidable impacts, combined with the proposed Plan's significant air quality, pedestrian safety, and traffic impacts, would

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<sup>4</sup> Pier 70 Mixed-Use District Project DEIR, p. S.5-S.6, available at: <http://sf-planning.org/environmental-impact-reports-negative-declarations>

result in significant and unavoidable cumulative air quality, pedestrian safety, and traffic impacts, something that the DEIR fails to adequately address. In addition to the Pier 70 Project, there are approximately 72 additional development projects in San Francisco that are currently being considered by the Planning Commission, some of which would also contribute to the Plan's already significant impacts (see table below).<sup>5</sup>

<b>List of Major Development Projects in San Francisco</b>	
<b>Project</b>	<b>Address</b>
1629 Market Street Mixed-Use Project	1629 Market Street
1027 Market Street Project	1028 Market Street
950-974 Market Street Project	950-974 Market Street
One Oak Street Project	1500-1540 Market Street
1499 Mission Street Project	1500 Mission Street
299 Grant Avenue Project	300 Grant Avenue
1000 Van Ness Avenue Project	1001 Van Ness Avenue
1269 Mission Street Project	1270 Mission Street
India Basin Mixed-use Project	700-900 Innes Avenue
1979 Mission Street Mixed-Use Project	1979 Mission Street
901 16th Street & 1200 17th Street Project	901 16th Street & 1200 17th Street
1828 Egbert Avenue Project	1828 Egbert Avenue
Better Market Street Project	Market Street & Octavia Boulevard
Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project	East of US-101
1065 Market Street Project	1066 Market Street
240-290 Pacific Avenue / 720 Battery Street Project	240-290 Pacific Avenue / 720 Battery Street
837 Pacific Avenue Project	838 Pacific Avenue
2293-2299 Powell Street/309-311 Bay Street Project	2293-2299 Powell Street/309-311 Bay Street
Golden State Warriors Event Center and Mixed-Use Development	Mission Bay Blocks 29-32
1601 Mariposa Street Mixed Use Project	1602 Mariposa Street
400 Bay Street Hotel Project	401 Bay Street
1074 Market Street Project	1075 Market Street
5M Project	925-967 Mission Street
Jewish Home of San Francisco	302 Silver Avenue
525 Harrison Street (Case No. 2000.1081E; State Clearinghouse No. 1984061912)	525 Harrison Street
West Wing Project	501 Tunnel Avenue
75 Howard Street Project	75 Howard Street
949 Gough Street Project	950 Gough Street
1546-1564 Market Street Project	1546-1564 Market Street

<sup>5</sup> <http://sf-planning.org/environmental-impact-reports-negative-declarations>



100 Hyde Street Project	101 Hyde Street
1499 Mission Street Project	1500 Mission Street
Mason and Turk Residential Mixed-Use Project	19-25 Mason Street
2501 California Street Project	2501 California Street
800 Indiana Street Project	800 Indiana Street
689 Market Street Project	690 Market Street
109 The Embarcadero/115 Steuart Street Project	110 The Embarcadero/115 Steuart Street
1480 Post Street/ 1333 Gough Street Project	1481 Post Street/ 1333 Gough Street
1527-1545 Pine Street Mixed-Use Project	1527-1545 Pine Street
1634-1690 Pine Street Project	1634-1690 Pine Street
Seawall Lot 337 and Pier 48 Mixed-Use Project	Pier 48 & Seawall Lot 37
465 Tehama/468 Clementina Street Project	465 Tehama/468 Clementina Street
651-655 Dolores Street Project	651-655 Dolores Street
199 Paul Avenue Project	200 Paul Avenue
74 Howard Street Project	75 Howard Street
200-214 6th Street Project	200-214 6th Street
1784 15th Street Project	1785 15th Street
927 Toland Street Project	928 Toland Street
The Mexican Museum and Residential Tower Project	706 Mission Street
100 Polk Street Project	101 Polk Street
344 Brannan Street Project	345 Brannan Street
248-252 9th Street Project	248-252 9th Street
Seawall Lot 351 Project	8 Washington Street
801 Brannan and One Henry Adams Streets Project	801 Brannan & 1 Henry Adams Streets
1320 Mission Street Project	1321 Mission Street
2550-2558 Mission Street Project	2550-2558 Mission Street
1510-1540 Market Street Project	1510-1540 Market Street
Strand Theater	1127 Market Street
479 Potrero Avenue Project	480 Potrero Avenue
2894 San Bruno Avenue Project	2895 San Bruno Avenue
751 Carolina Street Project	752 Carolina Street
1000-1020 Broadway & 1629 Taylor Street Project	1000-1020 Broadway & 1629 Taylor Street
Chinese Hospital Replacement Project	835-845 Jackson Street
3151-3155 Scott Street Project	3151-3155 Scott Street
Booker T. Washington Community Center Mixed Use Project	800 Presidio Avenue
Restaurant Depot	2121 and 2045 Evans Street
2001 Market Street Mixed-Use Development	2001 Market Street
748 Wisconsin Street Project	749 Wisconsin Street
221 Second Street Project	222 Second Street

49 First Street Project	50 First Street
739 Washington Street Project	740 Washington Street
690 Stanyan Street (Mixed Residential/Retail Project)	690 Stanyan Street
255 Seventh Street Project	255 Seventh Street

Our analysis demonstrates that the proposed Plan, in combination with the various development projects currently being considered by the City, would result in a cumulatively considerable significant air quality, pedestrian safety, and traffic impact. As a result, we find the DEIR's conclusion of a less than significant air quality impact to be incorrect, and maintain that the proposed Plan, in combination with other development projects within the area, would have a significant impact on local and regional air quality.

### Reduced Heights Alternative Would Reduce Plan's Significant Impacts

As discussed in the sections above, our analysis demonstrates that the Plan would have a significant impact on air quality, pedestrian safety, and traffic. Therefore, in an effort to reduce these impacts to a potentially less than significant level, alternatives to the Plan should be considered.

The Reduced Heights Alternative, for example, would permit fewer tall buildings south of the elevated Interstate 80 freeway than would be allowable under the Plan (p. VI-16). The Reduced Heights Alternative would include the same street network changes and open spaces improvements that are proposed under the Plan. This alternative assumes the same sites would be developed as under the Plan, although at a lower intensity, resulting in marginally less development than that assumed under the Plan. Growth projections for the Reduced Heights Alternative estimate an increase of 12,400 households and approximately 55,800 jobs, reflecting 14 percent fewer households and 12 percent fewer jobs than the Plan. Total floor area developed under the Reduced Heights Alternative would be about 13 percent less than with implementation of the Plan (see table below) (p. VI-3, VI-16).

TABLE VI-1 DEVELOPMENT ASSUMPTIONS FOR ALTERNATIVES TO THE CENTRAL SOMA PLAN

	Central SoMa Plan <sup>a</sup>	No Project Alternative	Reduced Heights Alternative	Modified TODCO Plan	Land Use Variant
Household Growth (Increase from Baseline) <sup>b</sup>	14,400	9,200	12,400	12,700	12,900
<i>Difference from Plan</i>	—	(5,200)	(2,000)	(1,700)	(1,500)
Population Growth (Increase from Baseline) <sup>c</sup>	25,500	16,300	21,900	22,500	22,800
<i>Difference from Plan</i>	—	(9,200)	(3,600)	(3,000)	(2,700)
Residential Square Feet (Increase from Baseline)	17,280,000	10,800,000	14,880,000	15,240,000	15,480,000
<i>Difference from Plan</i>	—	(6,480,000)	(2,400,000)	(2,040,000)	(1,800,000)
Employment Growth (Jobs) (Increase from Baseline)	63,600	27,200	55,800	56,700 <sup>d</sup>	66,200
<i>Difference from Plan</i>	—	(36,400)	(7,800)	(6,900)	2,600
Office Square Feet (Increase from Baseline)	10,430,000	5,000,000	9,151,000	9,299,000 <sup>e</sup>	10,857,000
<i>Difference from Plan</i>	—	(5,430,000)	(1,279,000)	(1,131,000)	427,000
Non-Office Square Feet (Increase from Baseline)	4,007,000	1,900,000	3,515,000	3,572,000 <sup>d</sup>	4,171,000
<i>Difference from Plan</i>	—	(2,107,000)	(492,000)	(435,000)	164,000

SOURCES: San Francisco Planning Department, 2013, 2016; TODCO, 2013; ESA, 2016.

NOTES:

Values rounded to nearest 100; some columns and rows do not add due to rounding.

Values in parentheses represent a reduction from the Plan.

The Land Use Plan Only Alternative would have the same growth and building development characteristics as that presented for the Plan in this table. See text for additional discussion.

- a. The 2016 Central SoMa Plan is contained entirely within the boundaries of the 2013 draft Plan Area. The Department analyzed projected growth in employment and residential uses for the 2013 draft Plan and determined that 95 to 97 percent of this projected growth is anticipated to occur in the 2016 draft Plan Area. Thus, the numbers presented in this table, are conservative (i.e., higher) and would not substantively alter the conclusions reached in this EIR. These modifications to the growth assumptions would not result in substantial or more severe physical impacts for topics evaluated in the Initial Study.
- b. Assumes 95 percent occupancy of housing units.
- c. Assumes 1.77 persons per household.
- d. Based on same factors as in Planning Department projections.
- e. From TODCO Plan, p. 9, with addition of Planning Department projected growth north of Folsom Street (primarily in C-3 use districts).

As you can see in the excerpt above, the Reduced Heights Alternative would have 14 percent fewer households, 12 percent fewer jobs, and would have a total floor area of about 13 percent less than the proposed Plan. This slight decrease in development would reduce the Project's traffic, air quality, and pedestrian safety impacts, and in some cases, this Alternative would reduce the Plan's significant impacts to a less than significant level. For example, as stated in the DEIR, the Reduced Heights Alternative would reduce the Plan's transit ridership by about eight percent (p. VI-24). This relative reduction in ridership would avoid the Plan's significant impact on Muni capacity utilization on some screenlines and corridors under existing plus Plan and 2040 cumulative conditions (p. VI-24). Similarly, in terms of pedestrian and bicycle operations, the Reduced Heights Alternative would result in about eight percent less travel by these modes in 2040, compared to the Plan, and would implement the same proposed street network changes, including new bicycle lanes and cycle tracks, widened sidewalks, and new mid-block crosswalks (p. VI-25). With incrementally less development in the Plan Area by 2040, the Reduced Heights Alternative would significantly reduce the Plan's significant impacts with respect to pedestrian crowding in crosswalks under existing plus Plan and 2040 cumulative conditions. Bicycle travel would also be incrementally less frequent under the Reduced Heights Alternative, compared to conditions with the Plan, and the facilities that would be provided would be similar (p. VI-25).

The Reduced Heights Alternative would result in less growth in demand for off-street freight loading spaces, on-street commercial loading spaces, and curb space for passenger loading/unloading zones, and would reduce the Plan's parking demand by 10 percent (p. VI-25, VI-26). Furthermore, the construction activities for this Alternative would be less intensive than the proposed Plan, due to the fewer tall buildings that would be constructed (p. VI-26). This reduction in construction activities would significantly reduce the air quality and traffic impacts when compared to the proposed Plan. Finally, as stated in the DEIR, "emissions of criteria air pollutants, GHGs, and traffic-generated TACs would be incrementally reduced within the Plan Area, compared to those with the Plan, because the Reduced Heights Alternative would result in about 14 percent less residential growth and about 12 percent less employment growth in the Plan Area by 2040 than is assumed under the Plan" (p. VI-27, VI-28). A summary of the impacts and percent reduction (if applicable) the Alternative would result in are provided in the table below.

<b>Reduced Heights Alternative Impact Reductions</b>	
<b>Impact</b>	<b>Percent Reduction from Proposed Plan</b>
Transit Ridership	(8%)
Pedestrian and Bicycle Operations	(8%)
Pedestrian Crowding in Crosswalks	<i>Significantly Reduced</i>
Bicycle Travel	<i>Significantly Reduced</i>
Demand for Off-Street Freight Loading Spaces	<i>Significantly Reduced</i>
On-Street Commercial Loading Spaces	<i>Significantly Reduced</i>
Curb Space for Passenger Loading/Unloading Zones	<i>Significantly Reduced</i>
Parking Demand	(10%)
Construction Activities	<i>Significantly Reduced</i>
Emissions of Criteria Air Pollutants, Greenhouse Gases (GHGs), and Traffic-Generated Toxic Air Contaminants (TACs)	<i>Significantly Reduced</i>

Our analysis demonstrates that the Reduced Heights Alternative would significantly reduce many of the Plan's air quality, traffic, and pedestrian safety impacts. While this Alternative proposes less development, it would still satisfy all of the Plan's eight goals. In fact, due to the Reduced Heights Alternative's reductions in air quality, traffic, and pedestrian safety impacts, it can be reasonably assumed that this alternative would better satisfy these eight goals when compared to the proposed Plan. This Alternative would still "increase the capacity for jobs and housing," but would better "provide safe and convenient transportation that prioritizes walking, bicycling, and transit," and would create a more "environmentally sustainable and resilient neighborhood" when compared to the proposed Plan (p. II-5, II-6). Due to these reasons, we find that implementation of the Reduced Heights Alternative would significantly reduce the Plan's air quality, traffic, and pedestrian safety impacts, and would better satisfy the Plan's goals and objectives. Therefore, this Alternative should be considered in an updated DEIR in order to reduce the severity of the Plan's significant and unavoidable impacts.

Sincerely,

A handwritten signature in blue ink, appearing to read "M Hagemann", with a long horizontal flourish extending to the right.

Matt Hagemann, P.G., C.Hg.

A handwritten signature in black ink, appearing to read "JJ", with a long horizontal flourish extending to the right.

Jessie Jaeger



Technical Consultation, Data Analysis and  
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**Matthew F. Hagemann, P.G., C.Hg., QSD, QSP**

**Geologic and Hydrogeologic Characterization  
Industrial Stormwater Compliance  
Investigation and Remediation Strategies  
Litigation Support and Testifying Expert  
CEQA Review**

**Education:**

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.

B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

**Professional Certification:**

California Professional Geologist

California Certified Hydrogeologist

Qualified SWPPP Developer and Practitioner

**Professional Experience:**

Matt has 25 years of experience in environmental policy, assessment and remediation. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) while also working with permit holders to improve hydrogeologic characterization and water quality monitoring.

Matt has worked closely with U.S. EPA legal counsel and the technical staff of several states in the application and enforcement of RCRA, Safe Drinking Water Act and Clean Water Act regulations. Matt has trained the technical staff in the States of California, Hawaii, Nevada, Arizona and the Territory of Guam in the conduct of investigations, groundwater fundamentals, and sampling techniques.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – present;
- Senior Environmental Analyst, Komex H2O Science, Inc (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

**Senior Regulatory and Litigation Support Analyst:**

With SWAPE, Matt’s responsibilities have included:

- Lead analyst and testifying expert in the review of numerous environmental impact reports under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions and geologic hazards.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Stormwater analysis, sampling and best management practice evaluation at industrial facilities.
- Manager of a project to provide technical assistance to a community adjacent to a former Naval shipyard under a grant from the U.S. EPA.
- Technical assistance and litigation support for vapor intrusion concerns.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.
- Expert witness on two cases involving MTBE litigation.
- Expert witness and litigation support on the impact of air toxins and hazards at a school.
- Expert witness in litigation at a former plywood plant.

With Komex H2O Science Inc., Matt’s duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.
- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.

- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

### **Executive Director:**

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

### **Hydrogeology:**

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted public hearings, and responded to public comments from residents who were very concerned about the impact of designation.



- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

### **Policy:**

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9. Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, *Oxygenates in Water: Critical Information and Research Needs*.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

### **Geology:**

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

### **Teaching:**

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt currently teaches Physical Geology (lecture and lab) to students at Golden West College in Huntington Beach, California.

### **Invited Testimony, Reports, Papers and Presentations:**

**Hagemann, M.F.**, 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

**Hagemann, M.F.**, 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

**Hagemann, M.F.**, 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Colorado.

**Hagemann, M.F.**, 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

**Hagemann, M.F.**, 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

**Hagemann, M.F.**, 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

**Hagemann, M.F.**, 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

**Hagemann, M.F.**, 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

**Hagemann, M.F.**, 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal representatives, Parker, AZ.

**Hagemann, M.F.**, 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

**Hagemann, M.F.**, 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

**Hagemann, M.F.**, 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

**Hagemann, M.F.**, 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

**Hagemann, M.F.**, 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

**Hagemann, M.F.**, 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

**Hagemann, M.F.**, 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

**Hagemann, M.F.**, 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

**Hagemann, M.F.**, 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

**Hagemann, M.F.**, 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

**Hagemann, M.F.**, 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

**Hagemann, M.F.**, and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F.** 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

**Hagemann, M.F.**, 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

**Hagemann, M.F.**, 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

**Hagemann, M.F.**, and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

**Hagemann, M.F.**, Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

**Hagemann, M. F.**, Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

**Hagemann, M.F.**, 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

**Hagemann, M.F.** and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

**Hagemann, M.F.**, 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

**Hagemann, M.F.**, 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

**Other Experience:**

Selected as subject matter expert for the California Professional Geologist licensing examination, 2009-2011.

## JESSIE MARIE JAEGER

11815 Mayfield Ave  
Los Angeles CA, 90049

530-867-6202  
jaegerjessie600@gmail.com

### ***SUMMARY***

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Innovative, energetic, driven, and a results oriented leader, with proven success producing quality results in research, student government, and academia. A recipient of the UCLA Bruin Advantage Scholarship, Dean's List honoree, and a leader amongst peers, who uses ambition and passion to effectively develop the skills needed to assess and solve major environmental and conservation issues.

Skills include:

- Execution of Laboratory Techniques (DNA extraction, Tissue Cataloging etc.)
- Understanding of Statistical Models used in Ecology and Conservation Biology
- Experience with programs such as Excel, Microsoft Access, QuickBooks, ArcGIS, AERMOD, CalEEMod, AERSCREEN, and ENVI
- Knowledge of California policies and municipal codes
- Experience in Field Work, including capture of Amphibian species and water sampling within Ballona Watershed
- Steering Committee Coordination and Working Group Management
- Organizational Skills
- Effective Communication Abilities
- Customer Service Experience

### ***PROFESSIONAL EXPERIENCE***

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**SOIL WATER AIR PROTECTION ENTERPRISE, SANTA MONICA, CA**  
**SWAPE Technical Consultation, Data Analysis, and Litigation Support**

**2014 – Present**

#### **Project Analyst**

<http://www.swape.com/staff/jessie-jaeger/>

Maintain and update national public water system database through use of Microsoft Excel and Access. Other responsibilities include cancer risk assessment calculations, in depth research of environmental issues such as fracking, Leaking Underground Storage Tanks (LUST) and their associated funding programs, groundwater contamination, Proposition 65 formaldehyde test methods, polychlorinated biphenyl (PCB) contamination within schools, and environmental modeling using AERMOD, CalEEMod, AERSCREEN, and ArcGIS.

- Expert understanding of Microsoft Excel and Access, with the ability to manipulate, analyze, and manage large sets of data. Expertise include the creation of queries via Access, utilization of Pivot Tables and statistical functions within Excel, and proficiency in formatting large datasets for use in final reports.
- Mastery of modeling programs such as CalEEMod, AERSCREEN, ArcGIS, as well as the ability to prepare datasets for use within these programs. For example, the conversion of addresses into geographical coordinates through the utilization of Geocode programs.
- Experience in the composition and compilation of final analytical reports and presentations, with proficiency in technical writing, organization of data, and creation of compelling graphics.
- Knowledge of federal and California EPA policies, such as CEQA, accepted methods, and reporting limits, as well as experience with city and county personnel and municipal codes.

**Undergraduate Research Assistant**

Responsible for phylogenetic prioritization within the Turtles of the World project (TOTW). Methods include obtaining 2-3 tissue samples of every species of turtle on earth, and sequencing them for ~20 independent genes. The results of the TOTW project are being used to create a phylogenetic tree of as many currently existing turtle species as possible. This will allow evolutionary biologists and herpetologists to better understand how turtle taxa are interrelated, and will aid in efforts to conserve threatened turtle species.

- Expert understanding of laboratory techniques, including the amplification of DNA through the method of polymerase chain reactions (PCR), extraction of DNA from tissue, cataloging of tissue samples etc.
- Proficiency in programs such as Excel, Google Earth, and Specify.
- Mastery of laboratory equipment usage, including but not limited to, Thermocyclers, Centrifuges, Nanodrop Machines, Autoclave Devices, and Vortexes.
- Experience in fieldwork, including capture of salamander, turtle, and newt specimens to add to the Shaffer Lab tissue database.

**LOS ANGELES REGIONAL COLLABORATIVE, LOS ANGELES, CA  
Climate Action and Sustainability, Institute of the Environment, UCLA****2011-2012****Work Group and Event Manager**

Responsibility for organization of steering committee meetings, as well as for the organization of the working groups within the collaborative. Maintaining and updating the website, as well as sending out weekly newsletters on behalf of the Collaborative to its members.

- Organized the first Solar Planning working group within the steering committee, which consisted of representatives from universities, government agencies, and private sectors within LA County.
- Coordinated monthly steering committee meetings as well as assisted in the organization of Quarterly Meetings and Sustainability Forums.
- Managed membership, weekly newsletters, website updates, general assistance, and clerical duties.

**UNDERGRADUATE STUDENTS ASSOCIATION COUNCIL, UCLA****2012-2013****Academic Wellness Director, Academic Affairs Commissioner (2013)****Student Groups Support Committee Member, Internal Vice President (2012)**

USAC's programs offer an invaluable service to the campus and surrounding communities by providing an opportunity for thousands of students to participate in and benefit from these services. Two to three thousand undergraduates participate annually in the more than 20 outreach programs.

- Directed the organization of academic campus programs that provide tools and resources to manage the academic rigors experienced by university students.
- Oversight control of and responsibility for the Academic Wellness committee and all its members.
- Created a Universal Funding application for student groups that facilitates the process of requesting funds to support philanthropic activities.

**EDUCATION**

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**Bachelor of Science, Environmental Science****Minor in Conservation Biology****Senior Project, Ballona Watershed Phytoplankton and Water Quality Assessment**

University of California Los Angeles, Los Angeles, CA

**High School Diploma****Valedictorian, June 2010**

Pioneer High School, Woodland, CA

**ACCOMPLISHMENTS**

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**Recipient, Bruins Advantage Scholarship, 2010-2014**

**Academic Honoree, Dean's List, 2013-2014**

**Life Member, National Honor Society & California Scholarship Federation, 2006-2010**

**Valedictorian, Pioneer High School, 2010**

# EXHIBIT C





SMITH ENGINEERING & MANAGEMENT

February 13, 2017

Mr. Richard Drury  
Lozeau Drury  
410 12th Street, Suite 250  
Oakland, CA 94607

**Subject: Central SoMa Plan Project DEIR (SCN 2013042070 P17003**

Dear Mr. Drury:

At your request, I have reviewed the Draft Environmental Impact Report (the "DEIR") for the Central SoMa Plan Project ("the Project") in the City and County of San Francisco (the "City"). My review is specific to the traffic and transportation section of the DEIR and its supporting documentation.

My qualifications to perform this review include registration as a Civil and Traffic Engineer in California and over 48 years professional consulting engineering practice in the traffic and transportation industry. I have both prepared and performed adequacy reviews of numerous transportation and circulation sections of environmental impact reports prepared under the California Environmental Quality Act (CEQA). I am very familiar with the Project area. My professional resume is attached.

Findings of my review are summarized below.

**The Project May Not Be Eligible To Analyze Traffic Impacts Solely Under the VMT per Capita Metric**

The DEIR has attempted to evaluate Project traffic impacts solely under the Vehicle Miles Traveled (VMT) per Capita metric provision of SB 743, eschewing

the conventional delay/Level of Service (LOS) analysis. The SB 743 regulations embodied in CEQA § 15064.3 specify that a land use plan may have a significant impact on transportation if it is not consistent with the relevant sustainable community strategy (SCS). To be consistent with the SCS, the development must lead to VMT equal to or less than the VMT per capita and VMT per employee specified in the SCS. *Plan Bay Area* is the relevant SCS (per DEIR page IV.D-36), and it sets the VMT per capita target at 10 percent below the 2005 Bay Area average. However, it does not set any target for VMT per employee (DEIR pages IV.D-21 and IV.D-36). Therefore, the City cannot claim that the development meets VMT targets per employee since there are none. Worse yet, the DEIR concludes that the Project will *increase* VMT per employee in the Project area from 8.2 to 8.7 in 2012 and from 6.8 to 7.1 in 2040 (DEIR page IV.D-38) stating, "*With Plan implementation, VMT per capita would...increase slightly in the office category*". Since the Project will increase VMT per employee in the study area, it does not comply with the terms of SB 743.

### **VMT Per Capita Generated in the Project Area Is an Incomplete Metric for Measuring Traffic Impacts in the Subject Plan Area**

The VMT (vehicle miles traveled) per Capita (referring hereinafter to both VMT per unit population and VMT per employee as a single phrase while still recognizing that each has a separate rate) metric is a useful indicator when planning for a broad area or region, such as where generally identifying areas where development should be encouraged or discouraged, particularly when concentrating on considerations such as Air Quality pollutant and Greenhouse Gas emissions since these have a rather direct correlation to VMT. However, when planning for a discrete area, VMT per Capita as the sole traffic metric gives absolutely no indication when a plan has packed so much development into an area as to make the streets unlivable for bicyclists, pedestrians, motorists and their passengers and transit patrons alike - the VMT per Capita values will just stay the same or perhaps even improve (become lower) somewhat. To draw any some inference about how much development is sustainable based on VMT, Total VMT generated by the plan and total VMT experienced within the subject area must be considered.

DEIR Table IV-1 indicates that in the baseline (2010) condition, the Central SoMA population was 12,000, that in 2040 without the Project it would be 28,200, and in 2040 with the Project it would be 37,500. The same table also indicates that in the baseline year employment in Central SoMa was 45,600, that in 2040 without the Project it would be 72,800 and that in 2040 with the Project employment would be 109,200 jobs. At the VMT per capita rates disclosed in DEIR Table IV.D-6, the population and employment totals disclosed in DEIR Table IV-1 would generate the following VMT totals in Central SoMa:

<u>VMT Gen By</u>	<u>Baseline</u>	<u>2040 No Project</u>	<u>2040 With Project</u>
Population	25,200	50,760	60,000
<u>Employment</u>	<u>373,920</u>	<u>495,040</u>	<u>775,320</u>
Total	399,120	545,800	835,320

As can be seen from the above compilations, the 2040 No Project scenario generates almost 37 percent more net VMT than the Baseline; the 2040 With Project scenario generates over 109 percent more net VMT than the Baseline and over 53 percent more than the 2040 No Project Scenario. Since the public knows from information presented in this DEIR and from other recent DEIR's for projects having transportation effects on the Central SoMa area that there are already problems impacting motor vehicle traffic, bicyclists, pedestrians, the safety of all of the aforementioned, and transit operations. In that situation adding development to the area that generates 109 percent more VMT than existing uses and 53 percent more VMT than development to 2040 under existing plans and zoning is significantly impactful on transportation

But even this is just the tip of the iceberg. As noted in the DEIR, the streets of the Central SoMa serve as a gateway between elements of the regional highway system and greater downtown San Francisco, Mission Bay, and the greater SoMa and nearby areas as well as thoroughfares for movements between these areas. To make judgments about the functionality of and livability around the streets of the Central SoMa, that burden of VMT must be quantified and assessed. The DEIR has considered neither the total VMT that would be generated in Central SoMa nor the other VMT that traverses it and therefore is inadequate.

### **The DEIR Has Actually Performed a Traffic LOS Analysis. But It Conceals the Detailed Findings From the Public**

Ironically, the DEIR did perform a typical traffic LOS analysis of intersections and freeway ramps in the SoMa study area. It did so to calculate differences in *transit delay* under the various plan land use development alternatives and the alternative street configuration scenarios considered in the DEIR. However, other than a very generalized and non-location-specific summary of the LOS/delay study findings regarding what ordinarily would be considered traffic impacts that is presented at DEIR pages IV.D-41 through IV.D-43, it withholds from the public the location-specific measures of the severity of traffic impacts. We understand that elements of the San Francisco planning and political establishment (and others elsewhere) like eliminating traffic delay as a CEQA impact criteria because it eliminates the need to make findings of overriding significance about traffic impacts they have no intention of mitigating and avoids having to put up with the members of the public who actually care about traffic congestion and delay. However, CEQA requires that the Lead Agency make available all analyses that have been relied upon in the DEIR available for public

review. It must do so with the details of the Highway Capacity Manual based LOS/delay analysis it performed to estimate transit delay.

What the generalized summary of the DEIR's studies of traffic delay under *Highway Capacity Manual* procedures shows is that:

- Within the Central SoMa transportation study area, 36 intersections were evaluated for the AM peak hour and 80 intersections for the PM peak hour.
- Five freeway off ramps and six freeway on-ramps from/to I-80 and I-280 were evaluated.
- With the Project traffic and the Howard/Folsom one-way street configuration option, in the AM peak, intersections experiencing delay levels at LOS E or worse (55 seconds or more average delay per vehicle) would increase from 3 of the 36 studied under the existing condition to 21 of 36. In the PM peak, with the Project and the Howard/Folsom one-way street configuration, the number of intersections operating at LOS E or worse would increase from 19 of 80 in the existing condition to 39 of 80 with the Project traffic and subject street configuration
- With the Howard/Folsom two-way street configuration option, in the AM peak, the number of intersections operating at LOS E or worse would increase from 3 of 36 in the existing condition to 17 of 36 with the plan and the subject street configuration. In the pm peak the number of intersections operating at LOS E or worse would increase from 19 of 80 in the existing condition to 37 of 80 with Project traffic and the two way street configuration.
- As to the freeway ramp analysis, 8 of the 11 ramps analyzed operate at vehicle densities of 35 passenger cars per mile per lane (volumes reflecting breakdown conditions) in the AM and/or PM peak in the existing condition. With the addition of Project related traffic and the proposed street network changes, 10 of the 11 ramps would operate at vehicle densities of 35 passenger cars per mile per lane in the AM and/or Pm peak hour.

The results of this analysis as generally summarized in the DEIR reflect a deterioration of operations on the study area street and freeway ramp system in the AM and PM peak hours that would ordinarily be considered significantly impactful. But the results as presented do not distinguish how much of the deterioration is due to traffic generated by the Project land uses, that due to the street configuration changes, and that due to land use and traffic growth in nearby areas.

## **The Transit Analysis is Based on Data Not Representative of Current Conditions**

The DEIR's transit impact analysis relative to the capacity of the transit operations serving the area are reported on DEIR Tables IV.D-8, IV.D-9, IV.D-10, IV.D-18, IV.D-19 and IV.D-20, respectively on DEIR pages IV.D-45, IV.D-46, IV.D-48, IV.D-90, IV.D92- IV.D-94. By footnotes, the Tables are said to be based on the San Francisco Planning Department's Memorandum, *Transit Data for Transportation Impact Studies*, dated May 2015. However, if the referenced DEIR tables are compared to the ones in the subject SF Planning Department memo (actually dated May 15, 2015), the following things become evident:

- The tables are reformatted to facilitate comparison of the existing ridership and capacity utilization condition to that when the added ridership of the Project is combined with the existing ridership - an entirely legitimate act.
- The existing ridership numbers are modified to correct very small addition errors in the transference of individual SF MUNI line counts to the screen line totals on the tables or addition errors on the tables themselves - again entirely legitimate.
- In tables IV.D-9 and IV.D-19, the SF MUNI data is reconfigured into screen lines that make more sense with respect to the Project area - again a legitimate action.
- The 2040 cumulative ridership data (the 2040 No Project data) in the DEIR is apparently compiled from a later run of San Francisco's travel model than that in the cited Planning Department memo - a legitimate act but one that should have been mentioned in the DEIR.
- The DEIR consultants actually updated the existing conditions ridership data for one regional transit service provider, BART, in 2016 -a legitimate and commendable action.
- The DEIR tables fail to reproduce footnotes on the original existing conditions tables from the cited SF Planning Department memo that indicate the actual collection date of the data and fail to enter footnotes that convey data dates indicated in the text of the cited memo - a misleading act that conceals the outdated nature of some of the existing conditions data.

In fact, the cited San Francisco Planning Department memo makes clear that the SF MUNI data was collected in the Fall of 2013. Data on the ridership on the regional transit service providers is sourced by footnote to a secondary source document produced by the San Francisco Municipal Transportation Agency (SFMTA) in 2012. Ridership collected by the actual regional transit service providers obviously predates that document and is most likely collected in 2011 or earlier. Given the extent of changes affecting transit ridership demand that have taken place in San Francisco and the region since 2011 and 2013, no reasonable person can argue that the data employed in the transit ridership versus capacity impact analysis is representative of existing conditions.

### **The Regional Transit Analysis Is Also Flawed Because It Fails To Disclose System Deficiencies In San Francisco That San Francisco Development Should Take a Major Role In Mitigating**

Over capacity deficiencies on BART are not limited to the Transbay Corridor line capacity which the DEIR does disclose. Platform capacity deficiencies also exist on BART at the Embarcadero and Montgomery stations - too many people attempting to board and alight on the platforms at the same time. This affects both the movements to and from the San Francisco Southwest corridor and Peninsula Corridor as well as the Transbay Corridor. The platform capacity deficiencies are fundamentally the result of development in San Francisco. This DEIR and other prior DEIRs in San Francisco are deficient in failing to disclose this impact and failing to propose effective measures to mitigate it.

### **It Is Unclear What Recent and Concurrent Projects Are Included In the Transportation Analysis of the Existing and 2040 Project and No Project Analysis Scenarios**

The DEIR fails to identify how or whether large recent and concurrent projects are included in the 2040 analyses. Examples concern such projects as the massive *Pier 70 Project*, the *Salesforce Tower*, the *Warriors Arena Project* and the *Project, additional development in Mission Bay* and many other projects near the Central SoMa. The DEIR must clarify how each project that is approved and recently occupied or approved but still under construction or still under review but at a stage of reasonable certainty is (or is not and why not) treated in the analysis

### **The DEIR's Traffic Hazards Analysis (Impact TR-2) Is Contrary To Fundamental Engineering Principles**

The DEIR Traffic Analysis runs contrary to fundamental engineering principles. It narrowly defines traffic hazard as "*a structure, object, or vegetation that obstructs, hinders, or impairs reasonable and safe view by drivers of other vehicles, pedestrians or bicyclists traveling on the same street and restricts the ability of the driver to stop the motor vehicle without danger of an ensuing collision.*" It acknowledges that "*new development under the plan would bring more people into the area, which would result in an increase in the potential for conflicts between vehicles, bicyclists and pedestrians,*" while explaining that "*conflicts are located where pedestrians, bicyclists, and/or drivers cross, merge, or diverge*". However, it unreasonably claims that increases in the rate of potential for conflicts by itself does not represent a traffic hazard (as so narrowly defined by the DEIR).

In fact, exposure to conflict is fundamental to defining accident hazard in engineering practice. Intersection accident rates and expected rates for the

intersection type are defined in crashes per million annual vehicle crossings (theoretically including, as defined in the California Vehicle Code, bicycles as a vehicle). Road segment accident rates are defined as crashes per million vehicle-miles. The reasons why incidence of conflict is directly related to incidence of conflict are many. Urban roads are normally designed to meet the various design standards cited in the DEIR at page IV.D-41 or, when they don't and result in high accident occurrence or particularly severe accidents are subjected to remedial measures. The principal reason for urban motor vehicle-motor vehicle, motor vehicle - bicycle, motor vehicle - pedestrian or bicycle - pedestrian collisions is actions or omissions on the part of the driver, bicyclist or pedestrian (the principals) or both parties. Increases in the incidence of conflicts such as the Project would cause increase the hazard that actions or omissions of the principals would occur at a conflict point, hence increasing crashes. For example, in traffic congested situations, all of the principals may take actions where the potential for crashes is increased. For instance, where there is heavy queuing and blockages, pedestrians and bicyclists may be induced to cross against the indications of the traffic signal. Drivers may be motivated to make sudden movements without considering all the possible conflicts (for example but not limited to, the driver attempting to make a right-turn-on-red that perceives a limited gap in oncoming traffic to their left that attempts to make the move without checking for the pedestrian entering the crosswalk on their right or the bicyclist overtaking them on their right). Other types of crash hazards that increase with conflict incidence are, but are not limited to ones involving the bicyclist or pedestrian oblivious to traffic conflicts because of music playing on their head phones or the pedestrian or driver focused on reading (or sending) text messages or e-mails on their smart phone. All these hazards clearly increase with the increase of incidence of conflicts, a product of motor vehicle, bike, and pedestrian volumes. These are ultimately a function of the intensity of resident and employment population in the Project area. The DEIR is flat wrong in concluding that increased potential for conflict does not represent a hazard in the study area, especially when the areas of conflict are also areas of undisclosed increases in traffic congestion that intensify the failure to perceive the conflict or induce behavior that results in crashes.

The DEIR is further unreasonable and unsupported in its assertion on page IV.D-41 that street network changes would reduce the potential for conflicts to the extent that it would reduce the incidence of conflict to levels such that would make the traffic hazards of implementation of the plan less than significant. It has conducted no analysis of conflict incidence with and without the Plan Project and with and without the Project's purported roadway improvements. In fact, it has not relied in any way on the statistical records of accidents by location, type, movement pattern, and participant actions and impairments that are readily

available to the City<sup>1</sup>. The entire analysis on this topic is inadequate and must be revised and recirculated in draft status.

### **The DEIR's Emergency Vehicle Impact Analysis Is Unreasonable In the Face of Facts Disclosed Elsewhere in the DEIR**

The DEIR asserts without foundation that although traffic congestion would occur, that the California Vehicle Code requires that other motor vehicles get out of the way of emergency vehicles and because emergency vehicles primarily use arterial streets where there is purportedly room to get out of the way of emergency vehicles, despite the fact that the DEIR admits there would be increased traffic congestion with the Project, it asserts without sound foundation that there would be no significant impact on emergency vehicle traffic. This assertion is inconsistent with the information in the DEIR's traffic impact analysis at DEIR pages IV.D-41 through 43 which indicate that:

- With the Project, 10 of 11 freeway ramps serving the Project area would be at "breakdown levels" during the AM and/or PM peak periods. Breakdown levels on the on ramps causes extensive queuing on City surface streets that would impair emergency vehicle traffic even on arterials because other drivers may not have the room to comply with the Vehicle Code and get out of the way quickly. "Breakdown levels" on the off ramps involves queues onto the freeway mainlines. The confined ramps provide motorists little opportunity to comply with the vehicle code and get out of the way and motorists at the critical ramp exit points will not even know that an emergency vehicle is coming until it has slowly worked its way toward the head of the exit queue.
- With the Project, up to 21 of the 36 study area intersections that were analyzed for the AM peak hour and up to 39 of the 80 study area intersections that were analyzed for the PM peak hour are reported to experience highly deficient delay conditions. At these traffic delay levels that imply significant queuing, even on arterial width roadways, traffic is likely to be too congested to comply with the Vehicle Code mandate to get out of the way of emergency vehicles.

The DEIR's unsubstantiated and conclusory statements about emergency vehicle access impacts of the Project must be revised and made consistent with findings made elsewhere in the DEIR.

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<sup>1</sup> We refer to the Statewide Integrated Traffic Records System (SWITRS) in which the California Highway Patrol receives all traffic reports from all jurisdictions in the state and produces summaries by jurisdiction, by road segment and intersection location, by types of vehicle involved, movements, and causal factors including operator impairments or road deficiencies.

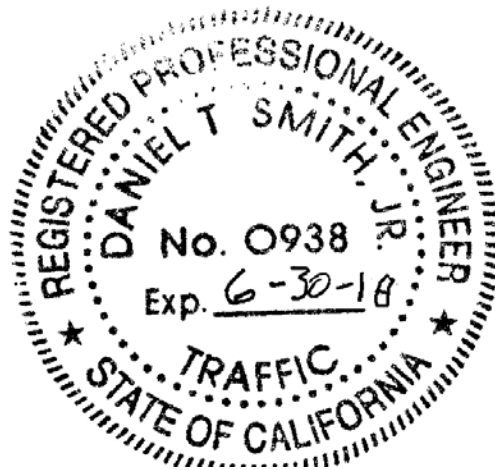


## Conclusion

This concludes my current comments on the Central SoMa Plan Project DEIR. For the reasons stated above, the traffic analysis is inadequate and revised transportation analyses should be performed. Results should be recirculated in draft status for a full 45 day review period.

Sincerely,

Smith Engineering & Management  
A California Corporation



Daniel T. Smith Jr., P.E.  
President

Mr. Richard Drury  
February 13, 2017  
Page 10

**Attachment 1**  
**Resume of Daniel T. Smith Jr., P.E.**



SMITH ENGINEERING & MANAGEMENT

**DANIEL T. SMITH, Jr.**  
**President**

**EDUCATION**

Bachelor of Science, Engineering and Applied Science, Yale University, 1967  
Master of Science, Transportation Planning, University of California, Berkeley, 1968

**PROFESSIONAL REGISTRATION**

California No. 21913 (Civil)      Nevada No. 7969 (Civil)      Washington No. 29337 (Civil)  
California No. 938 (Traffic)      Arizona No. 22131 (Civil)

**PROFESSIONAL EXPERIENCE**

Smith Engineering & Management, 1993 to present. President.  
DKS Associates, 1979 to 1993. Founder, Vice President, Principal Transportation Engineer.  
De Leuw, Cather & Company, 1968 to 1979. Senior Transportation Planner.  
Personal specialties and project experience include:

**Litigation Consulting.** Provides consultation, investigations and expert witness testimony in highway design, transit design and traffic engineering matters including condemnations involving transportation access issues; traffic accidents involving highway design or traffic engineering factors; land use and development matters involving access and transportation impacts; parking and other traffic and transportation matters.

**Urban Corridor Studies/Alternatives Analysis.** Principal-in-charge for State Route (SR) 102 Feasibility Study, a 35-mile freeway alignment study north of Sacramento. Consultant on I-280 Interstate Transfer Concept Program, San Francisco, an AA/EIS for completion of I-280, demolition of Embarcadero freeway, substitute light rail and commuter rail projects. Principal-in-charge, SR 238 corridor freeway/expressway design/environmental study, Hayward (Calif.) Project manager, Sacramento Northeast Area multi-modal transportation corridor study. Transportation planner for I-80N West Terminal Study, and Harbor Drive Traffic Study, Portland, Oregon. Project manager for design of surface segment of Woodward Corridor LRT, Detroit, Michigan. Directed staff on I-80 National Strategic Corridor Study (Sacramento-San Francisco), US 101-Sonoma freeway operations study, SR 92 freeway operations study, I-880 freeway operations study, SR 152 alignment studies, Sacramento RTD light rail systems study, Tasman Corridor LRT AA/EIS, Fremont-Warm Springs BART extension plan/EIR, SRs 70/99 freeway alternatives study, and Richmond Parkway (SR 93) design study.

**Area Transportation Plans.** Principal-in charge for transportation element of City of Los Angeles General Plan Framework, shaping nations largest city two decades into 21<sup>st</sup> century. Project manager for the transportation element of 300-acre Mission Bay development in downtown San Francisco. Mission Bay involves 7 million gsf office/commercial space, 8,500 dwelling units, and community facilities. Transportation features include relocation of commuter rail station; extension of MUNI-Metro LRT; a multi-modal terminal for LRT, commuter rail and local bus; removal of a quarter mile elevated freeway; replacement by new ramps and a boulevard; an internal roadway network overcoming constraints imposed by an internal tidal basin; freeway structures and rail facilities; and concept plans for 20,000 structured parking spaces. Principal-in-charge for circulation plan to accommodate 9 million gsf of office/commercial growth in downtown Bellevue (Wash.). Principal-in-charge for 64 acre, 2 million gsf multi-use complex for FMC adjacent to San Jose International Airport. Project manager for transportation element of Sacramento Capitol Area Plan for the state governmental complex, and for Downtown Sacramento Redevelopment Plan. Project manager for Napa (Calif.) General Plan Circulation Element and Downtown Riverfront Redevelopment Plan, on parking program for downtown Walnut Creek, on downtown transportation plan for San Mateo and redevelopment plan for downtown Mountain View (Calif.), for traffic circulation and safety plans for California cities of Davis, Pleasant Hill and Hayward, and for Salem, Oregon.

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**Transportation Centers.** Project manager for Daly City Intermodal Study which developed a \$7 million surface bus terminal, traffic access, parking and pedestrian circulation improvements at the Daly City BART station plus development of functional plans for a new BART station at Colma. Project manager for design of multi-modal terminal (commuter rail, light rail, bus) at Mission Bay, San Francisco. In Santa Clara Long Range Transit Development Program, responsible for plan to relocate system's existing timed-transfer hub and development of three satellite transfer hubs. Performed airport ground transportation system evaluations for San Francisco International, Oakland International, Sea-Tac International, Oakland International, Los Angeles International, and San Diego Lindberg.

**Campus Transportation.** Campus transportation planning assignments for UC Davis, UC Berkeley, UC Santa Cruz and UC San Francisco Medical Center campuses; San Francisco State University; University of San Francisco; and the University of Alaska and others. Also developed master plans for institutional campuses including medical centers, headquarters complexes and research & development facilities.

**Special Event Facilities.** Evaluations and design studies for football/baseball stadiums, indoor sports arenas, horse and motor racing facilities, theme parks, fairgrounds and convention centers, ski complexes and destination resorts throughout western United States.

**Parking.** Parking programs and facilities for large area plans and individual sites including downtowns, special event facilities, university and institutional campuses and other large site developments; numerous parking feasibility and operations studies for parking structures and surface facilities; also, resident preferential parking .

**Transportation System Management & Traffic Restraint.** Project manager on FHWA program to develop techniques and guidelines for neighborhood street traffic limitation. Project manager for Berkeley, (Calif.), Neighborhood Traffic Study, pioneered application of traffic restraint techniques in the U.S. Developed residential traffic plans for Menlo Park, Santa Monica, Santa Cruz, Mill Valley, Oakland, Palo Alto, Piedmont, San Mateo County, Pasadena, Santa Ana and others. Participated in development of photo/radar speed enforcement device and experimented with speed humps. Co-author of Institute of Transportation Engineers reference publication on neighborhood traffic control.

**Bicycle Facilities.** Project manager to develop an FHWA manual for bicycle facility design and planning, on bikeway plans for Del Mar, (Calif.), the UC Davis and the City of Davis. Consultant to bikeway plans for Eugene, Oregon, Washington, D.C., Buffalo, New York, and Skokie, Illinois. Consultant to U.S. Bureau of Reclamation for development of hydraulically efficient, bicycle safe drainage inlets. Consultant on FHWA research on effective retrofits of undercrossing and overcrossing structures for bicyclists, pedestrians, and handicapped.

#### **MEMBERSHIPS**

Institute of Transportation Engineers Transportation Research Board

#### **PUBLICATIONS AND AWARDS**

*Residential Street Design and Traffic Control*, with W. Homburger *et al.* Prentice Hall, 1989.

Co-recipient, Progressive Architecture Citation, *Mission Bay Master Plan*, with I.M. Pei WRT Associated, 1984.

*Residential Traffic Management, State of the Art Report*, U.S. Department of Transportation, 1979.

*Improving The Residential Street Environment*, with Donald Appleyard *et al.*, U.S. Department of Transportation, 1979.

*Strategic Concepts in Residential Neighborhood Traffic Control*, International Symposium on Traffic Control Systems, Berkeley, California, 1979.

*Planning and Design of Bicycle Facilities: Pitfalls and New Directions*, Transportation Research Board, Research Record 570, 1976.

Co-recipient, Progressive Architecture Award, *Livable Urban Streets, San Francisco Bay Area and London*, with Donald Appleyard, 1979.

# EXHIBIT D

Shawn Smallwood, Ph.D.  
3108 Finch Street  
Davis, CA 95616

Lisa M. Gibson, Acting Environmental Review Officer  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

12 February 2017

RE: Central SoMa Plan DEIR

Dear Ms. Gibson,

I write to comment on the Central SoMa Plan DEIR (San Francisco Planning Department 2016), which I understand is to cover development on 230 acres of residential and commercial use, including eight buildings between 200 feet and 400 feet high.

My qualifications for preparing expert comments are the following. I earned a Ph.D. degree in Ecology from the University of California at Davis in 1990, where I subsequently worked for four years as a post-graduate researcher in the Department of Agronomy and Range Sciences. My research has been on animal density and distribution, habitat selection, habitat restoration, interactions between wildlife and human infrastructure and activities, conservation of rare and endangered species, and on the ecology of invading species. I have authored numerous papers on special-status species issues, including "Using the best scientific data for endangered species conservation," published in *Environmental Management* (Smallwood et al. 1999), and "Suggested standards for science applied to conservation issues" published in the *Transactions of the Western Section of The Wildlife Society* (Smallwood et al. 2001). I served as Chair of the Conservation Affairs Committee for The Wildlife Society – Western Section. I am a member of The Wildlife Society and the Raptor Research Foundation, and I've been a part-time lecturer at California State University, Sacramento. I was also Associate Editor of wildlife biology's premier scientific journal, *The Journal of Wildlife Management*, as well as of *Biological Conservation*, and I was on the Editorial Board of *Environmental Management*.

I have performed wildlife surveys in California for thirty-two years. Over these years, I studied the impacts of human activities and human infrastructure on wildlife, including on golden eagle, Swainson's hawk, burrowing owl, mountain lion, San Joaquin kangaroo rat, and other species. I have performed wildlife surveys at many proposed project sites. I have also performed hundreds of hours of diurnal and nocturnal flight behavior surveys of birds and bats. I also collaborate with colleagues worldwide on the underlying science and policy issues related to anthropogenic impacts on wildlife.

My CV is attached.

## BIOLOGICAL IMPACTS ASSESSMENT

The DEIR did not include an analysis of impacts and mitigation on biological resources. One of the key arguments for the DEIR's omission of a biological resources impacts assessment was given in the Initial Study (page 125), "*The occasional areas of ruderal, or weedy, vegetation generally provide habitat only for species habituated to urban life and high disturbance levels.*" The argument is that because the site is already urbanized and because the wildlife species that occur there are adapted to urban conditions, the proposed project poses no potential adverse impacts to wildlife. Using this logic, however, there would be no reason to perform biological resource assessments for any proposed projects in California because one can readily find anthropogenic conditions to which local species might have habituated. Whether species of wildlife might have habituated to local conditions is a contrived standard and not one that appears in CEQA, the CEQA guidelines, or in the judicial record.

A second key argument for omitting a biological resources impacts assessment was the Initial Study's assertion (page 126), that "*...none of the reported occurrences of species documented in the CNDDDB [California Natural Diversity Data Base] are within the Plan area.*" The Initial Study, and now the DEIR, inappropriately relies on CNDDDB to screen special-status species for occurrence likelihood. CNDDDB is useful only for confirming the presence of a species, but cannot be used to conclude absence because the reporting to CNDDDB is voluntary and not based on scientific sampling or equal access to properties. The limitations of CNDDDB are well-known, and they are summarized in a warning presented by CDFW on the CNDDDB web site (<https://www.wildlife.ca.gov/Data/CNDDDB/About>): "*We work very hard to keep the CNDDDB and the Spotted Owl Database as current and up-to-date as possible given our capabilities and resources. However, we cannot and do not portray the CNDDDB as an exhaustive and comprehensive inventory of all rare species and natural communities statewide. Field verification for the presence or absence of sensitive species will always be an important obligation of our customers...*" Lack of CNDDDB records on the project area is an invalid reason for omitting the biological resources assessment.

In other words, the reason for omitting a biological impacts assessment is that the Initial Study concluded: (1) There would be no significant impacts to wildlife caused by the construction of multiple high-rise and low-rise buildings, (2) There is no substantial change in conditions between the project reviewed in the 2013 Initial Study and the new project reviewed in the 2016 DEIR, and (3) The individual building projects would adhere to the San Francisco Planning Department's (2011) building design guidelines. The first reason is flawed because the Initial Study incorrectly used CNDDDB and incorrectly assumed that habituated wildlife will be safe wildlife in the face of transparent and reflective building facades. The second reason is flawed because the new project is obviously very different from the project that was subjected to the 2013 Initial Study. The buildings are much taller. The third reason is more compelling, but it still does not justify omission of a biological resources impacts assessment in the DEIR. The DEIR needs to include reasonable predictions of likely bird-window collision fatality rates. The discussion needs to be had about how many birds of special-status species and species protected by the International Migratory Bird Treaty Act are likely to

perish each year after these high-rises are thrust into the aerial habitat space of migrating and resident birds.

A quick review of eBird (<http://ebird.org/ebird/explore>) revealed 12 August 2016 nocturnal visits on the project site by special-status species including yellow warbler, brown pelican, and California gull, as well as multiple other species protected by the International Migratory Bird Treaty Act. A review of eBird also reveals the use of the area by many species of bird, including additional special-status species such as double-crested cormorant, tricolored blackbird, Peregrine falcon and Cooper's hawk. The eBird records reveal what any biologist should expect of San Francisco, and that is the use of the peninsula as a migration route by many species of bird. Building glazed or glass-façaded high-rises in the middle of this migration route will obviously destroy many migrating birds, and those birds not colliding with the buildings will have to exert extra energy during migration to fly around the buildings.

Beginning on page 129, the Initial Study discusses bird collisions with windows, inappropriately citing the San Francisco Planning Department's 2011 Standards for Bird Safe Buildings as the source of the estimated annual 100 million to 1 billion birds killed by windows across the USA. In fact, this estimate comes from Klem (1990), which was based on extremely limited survey effort and multiple assumptions and is likely long since obsolete (more on this later). Whereas the Initial Study discusses the bird-window collision issue, its conclusions about the likely impacts are inconsistent with the Precautionary Principle in risk assessment and unrealistic, and therefore do not justify the omission of a biological resources assessment in the DEIR. If anything, the discussion of bird-window collisions in the Initial Study should have prompted a focused and much-expanded biological resources assessment in the DEIR.

The existing developed area is causing significant numbers of injuries and deaths of birds every year. For example, if there are homes or commercial buildings with windows, then there are ongoing impacts to birds. Window collisions are often characterized as either the second or third largest source or anthropogenic-caused bird mortality. The numbers behind these characterizations are often attributed to Klem's (1990) and Dunn's (1993) estimates of about 100 million to 1 billion bird fatalities in the USA, or more recently Loss et al.'s (2014) estimate of 365-988 million bird fatalities in the USA or Calvert et al.'s (2013) and Machtans et al.'s (2013) estimates of 22.4 million and 25 million bird fatalities in Canada, respectively. However, these estimates and their interpretation warrant examination because they were based on opportunistic sampling, volunteer study participation, and fatality monitoring by more inexperienced than experienced searchers.

Klem's (1990) estimate was based on speculation that 1 to 10 birds are killed per building per year, and this speculated range was extended to the number of buildings estimated by the US Census Bureau in 1986. Klem's speculation was supported by fatality monitoring at only two houses, one in Illinois and the other in New York. Also, the basis of his fatality rate extension has changed greatly since 1986. Whereas his estimate served the need to alert the public of the possible magnitude of the bird-window collision issue, it was highly uncertain at the time and undoubtedly outdated



more than three decades hence. Indeed, by 2010 Klem (2010) characterized the upper end of his estimated range – 1 billion bird fatalities – as conservative. Furthermore, the estimate lumped species together as if all birds are the same and the loss of all birds to windows has the same level of impact.

Homes with birdfeeders are associated with higher rates of window collisions than are homes without birdfeeders (Kummer and Bayne 2015, Kummer et al. 2016a), so the developed area might pose even greater hazard to birds if it includes numerous birdfeeders. Another factor potentially biasing national or North American estimates low was revealed by Bracey et al.'s (2016) finding that trained fatality searchers found 2.6× the number of fatalities found by homeowners on the days when both trained searchers and homeowners searched around homes. The difference in carcass detection was 30.4-fold when involving carcasses volitionally placed by Bracey et al. (2016) in blind detection trials. This much larger difference in trial carcass detection rates likely resulted because their placements did not include the sounds that typically alert homeowners to actual window collisions, but this explanation also raises the question of how often homeowner participants with such studies miss detecting window-caused fatalities because they did not hear the collisions.

By the time Loss et al. (2014) performed their effort to estimate annual USA bird-window fatalities, many more fatality monitoring studies had been reported or were underway. Loss et al. (2014) were able to incorporate many more fatality rates based on scientific monitoring, and they were more careful about which fatality rates to include. However, they included estimates based on fatality monitoring by homeowners, which in one study were found to detect only 38% of the available window fatalities (Bracey et al. 2016). Loss et al. (2014) excluded all fatality records lacking a dead bird in hand, such as injured birds or feather or blood spots on windows. Loss et al.'s (2014) fatality metric was the number of fatalities per building (where in this context a building can include a house, low-rise, or high-rise structure), but they assumed that this metric was based on window collisions. Because most of the bird-window collision studies were limited to migration seasons, Loss et al. (2014) developed an admittedly assumption-laden correction factor for making annual estimates. Also, only two of the studies included adjustments for carcass persistence and searcher detection error, and it was unclear how and to what degree fatality rates were adjusted for these factors. Although Loss et al. (2014) attempted to account for some biases as well as for large sources of uncertainty mostly resulting from an opportunistic rather than systematic sampling data source, their estimated annual fatality rate across the USA was highly uncertain and vulnerable to multiple biases, most of which would have resulted in fatality estimates biased low.

In my review of bird-window collision monitoring, I found that the search radius around homes and buildings was very narrow, usually 2 meters. Based on my experience with bird collisions in other contexts, I would expect that a large portion of bird-window collision victims would end up farther than 2 m from the windows, especially when the windows are higher up on tall buildings. In my experience, searcher detection rates tend to be low for small birds deposited on ground with vegetation cover or woodchips or other types of organic matter. Also, vertebrate scavengers entrain on

anthropogenic sources of mortality and quickly remove many of the carcasses, thereby preventing the fatality searcher from detecting these fatalities. Adjusting fatality rates for these factors – search radius bias, searcher detection error, and carcass persistence rates – would greatly increase nationwide estimates of bird-window collision fatalities.

The existing conditions – the developed area – is undoubtedly killing many birds each year. Not only are windows killing many birds, but so too are house cats, feral cats, electrocution distribution lines, electric power poles, and autos. This said, the proposed project will add a level of impact that is entirely missing from the CEQA review.

Constructing buildings to 400 feet above ground will not only take aerial habitat from birds, but it will also interfere with the movement of birds in the region and it will result in large numbers of annual window collision fatalities.

High-rise buildings intercept many nocturnal migrants as well as birds flying in daylight. Johnson and Hudson (1976) found 266 bird fatalities of 41 species within 73 months of monitoring of a four-story glass walkway at Washington State University (no adjustments attempted). Somerlot (2003) found 21 bird fatalities among 13 buildings on a university campus within only 61 days. Monitoring twice per week, Hager et al. (2008) found 215 bird fatalities of 48 species, or 55 birds/building/year, and at another site they found 142 bird fatalities of 37 species for 24 birds/building/year. Gelb and Delacretaz (2009) recorded 5,400 bird fatalities under buildings in New York City, based on a decade of monitoring only during migration periods, and some of the high-rises were associated with hundreds of fatalities each. Klem et al. (2009) monitored 73 building facades in New York City during 114 days of two migratory periods, tallying 549 collision victims, nearly 5 birds per day. Borden et al. (2010) surveyed a 1.8 km route 3 times per week during 12-month period and found 271 bird fatalities of 50 species. Parkins et al. (2015) found 35 bird fatalities of 16 species within only 45 days of monitoring under 4 building facades. From 24 days of survey over 48 day span, Porter and Huang (2015) found 47 fatalities under 8 buildings on a university campus. Sabo et al. (2016) found 27 bird fatalities 61 days of searches under 31 windows. In San Francisco, Kahle et al. (2016) found 355 collision victims within 1,762 days under a 5-story building. Ocampo-Peñuela et al. (2016) searched the perimeters of 6 buildings on a university campus, finding 86 fatalities after 63 days of surveys. One of these buildings produced 61 of the 86 fatalities, and another building with collision-deterrent glass caused only 2 of the fatalities. There is ample evidence available to support my prediction that the proposed 200-foot to 400-foot tall buildings will result in many collision fatalities of birds.

## **COLLISION FACTORS**

Below is a list of collision factors I found in the scientific literature. Following this list are specific notes and findings taken from the literature and my own experience.

- (1) Inherent hazard of a structure in the airspace used for nocturnal migration or other flights
- (2) Window transparency, falsely revealing passage through structure or to indoor plants

- (3) Window reflectance, falsely depicting vegetation, competitors, or open airspace
- (4) Black hole or passage effect
- (5) Window or façade extent, or proportion of façade consisting of window or other reflective surface
- (6) Size of window
- (7) Type of glass
- (8) Lighting, which is correlated with window extent and building operations
- (9) Height of structure (collision mechanisms shift with height above ground)
- (10) Orientation of façade with respect to winds and solar exposure
- (11) Structural layout causing confusion and entrapment
- (12) Context in terms of urban-rural gradient, or surrounding extent of impervious surface vs vegetation
- (13) Height, structure, and extent of vegetation grown near home or building
- (14) Presence of birdfeeders or other attractants
- (15) Relative abundance
- (16) Season of the year
- (17) Ecology, demography and behavior
- (18) Predatory attacks or cues provoking fear of attack
- (19) Aggressive social interactions

(1) Inherent hazard of structure in airspace.—Not all of a structure's collision risk can be attributed to windows. Overing (1938) reported 576 birds collided with the Washington Monument in 90 minutes on one night, 12 September 1937. The average annual fatality count had been 328 birds from 1932 through 1936. Gelb and Delacretaz (2009) and Klem et al. (2009) also reported finding collision victims at buildings lacking windows, although many fewer than they found at buildings fitted with windows.

(2) Window transparency.—Widely believed as one of the two principal factors contributing to avian collisions with buildings is the transparency of glass used in windows on the buildings (Klem 1989). Gelb and Delacretaz (2009) felt that many of the collisions they detected occurred where transparent windows revealed interior vegetation.

(3) Window reflectance.—Widely believed as one of the two principal factors contributing to avian collisions with buildings is the reflectance of glass used in windows on the buildings (Klem 1989). Reflectance can deceptively depict open airspace, vegetation as habitat destination, or competitive rivals as self-images (Klem 1989). Gelb and Delacretaz (2009) felt that many of the collisions they detected occurred toward the lower parts of buildings where large glass exteriors reflected outdoor vegetation. Klem et al. (2009) and Borden et al. (2010) also found that reflected outdoor vegetation associated positively with collisions.

(4) Black hole or passage effect.—Although this factor was not often mentioned in the bird-window collision literature, it was suggested in Sheppard and Phillips (2015). The black hole or passage effect is the deceptive appearance of a cavity or darkened ledge that certain species of bird typically approach with speed when seeking roosting sites. The deception is achieved when shadows from awnings or the interior light conditions

give the appearance of cavities or protected ledges. This factor appears potentially to be nuanced variations on transparency or reflectance or possibly an interaction effect of both of these factors.

(5) Window or façade extent.—Klem et al. (2009), Borden et al. (2010), Hager et al. (2013), and Ocampo-Peñuela et al. (2016) reported increased collision fatalities at buildings with larger reflective facades or higher proportions of facades composed of windows. However, Porter and Huang (2015) found a negative relationship between fatalities found and proportion of façade that was glazed.

(6) Size of window.—According to Kahle et al. (2016), collision rates were higher on large-pane windows compared to small-pane windows.

(7) Type of glass.—Klem et al. (2009) found that collision fatalities associated with the type of glass used on buildings. Otherwise, little attention has been directed towards the types of glass in buildings.

(8) Lighting.—Parkins et al. (2015) found that light emission from buildings correlated positively with percent glass on the façade, suggesting that lighting is linked to the extent of windows. Zink and Eckles (2010) reported fatality reductions, including an 80% reduction at a Chicago high-rise, upon the initiation of the Lights-out Program. However, Zink and Eckles (2010) provided no information on their search effort, such as the number of searches or search interval or search area around each building.

(9) Height of structure.—I found little if any hypothesis-testing related to high-rise buildings, including whether another suite of factors might relate to collision victims of high-rises. Are migrants more commonly the victims of high-rises? I would expect that some of the factors noted in other contexts will not be important with the upper portions of high-rises, such as birds attacking reflected self-images, or the extent of vegetation cover nearby, or the presence or absence of birdfeeders nearby.

(10) Orientation of façade.—Some studies tested façade orientation, but not convincingly. Confounding factors such as the extent and types of windows would require large sample sizes of collision victims to parse out the variation so that some portion of it could be attributed to orientation of façade.

(11) Structural layout.—Bird-safe building guidelines have illustrated examples of structural layouts associated with high rates of bird-window collisions, but little attention has been towards hazardous structural layouts in the scientific literature. An exception was Johnson and Hudson (1976), who found high collision rates at 3 stories of glassed-in walkways atop an open breezeway, located on a break in slope with trees on one side and open sky on the other, Washington State University.

(12) Context in urban-rural gradient.—Numbers of fatalities found in monitoring have associated negatively with increasing developed area surrounding the building (Hager et al. 2013), and positively with more rural settings (Kummer et al. 2016a). However, these relationships might not hold when it comes to high-rises.

(13) Height, structure and extent of vegetation near building.—Correlations have sometimes been found between collision rates and the presence or extent of vegetation near windows (Hager et al. 2008, Borden et al. 2010, Kummer et al. 2016a, Ocampo-Peñuela et al. 2016). However, Porter and Huang (2015) found a negative relationship between fatalities found and vegetation cover near the building.

(14) Presence of birdfeeders.—Dunn (1993) reported a weak correlation ( $r = 0.13$ ,  $P < 0.001$ ) between number of birds killed by home windows and the number of birds counted at feeders. However, Kummer and Bayne (2015) found that experimental installment of birdfeeders at homes increased bird collisions with windows 1.84-fold.

(15) Relative abundance.—Collision rates have often been assumed to increase with local density or relative abundance (Klem 1989), and positive correlations have been measured (Dunn 1993, Hager et al. 2008). However, Hager and Craig (2014) found a negative correlation between fatality rates and relative abundance near buildings.

(16) Season of the year.—Borden et al. (2010) found 90% of collision fatalities during spring and fall migration periods. The significance of this finding is magnified by 7-day carcass persistence rates of 0.45 and 0.35 in spring and fall, rates which were considerably lower than during winter and summer (Hager et al. 2012). In other words, the concentration of fatalities during migration seasons would increase after applying seasonally-explicit adjustments for carcass persistence.

(17) Ecology, demography and behavior.—Klem (1989) noted that certain types of birds were not found as common window-caused fatalities, including soaring hawks and waterbirds. Cusa et al. (2015) found that species colliding with buildings surrounded by higher levels of urban greenery were foliage gleaners, and species colliding with buildings surrounded by higher levels of urbanization were ground foragers. Sabo et al. (2016) found no difference in age class, but did find that migrants are more susceptible to collision than resident birds.

(18) Predatory attacks.—Panic flights caused by raptors were mentioned in 16% of window strike reports in Dunn's (1993) study. I have witnessed Cooper's hawks chasing birds into windows, including house finches next door to my home and a northern mocking bird chased directly into my office window.

(19) Aggressive social interactions.—I found no hypothesis-testing of the roles of aggressive social interactions in the literature other than the occasional anecdotal account of birds attacking their self-images reflected from windows. However, I have witnessed birds chasing each other and sometimes these chases resulting in one of the birds hitting a window.

## **SOLUTIONS**

Given the magnitude of bird-window collision impacts, there are obviously great opportunities for reducing and minimizing these impacts going forward. Existing

structures can be modified or retrofitted to reduce impacts, and proposed new structures can be more carefully sited and designed to minimize impacts. However, the costs of some of these measures can be high and can vary greatly, but most importantly the efficacies of many of these measures remain uncertain. Both the costs and effectiveness of all of these measures can be better understood through experimentation and careful scientific investigation. Post-construction fatality monitoring should be an essential feature of any new building project. Below is a listing of mitigation options, along with some notes and findings from the literature.

### ***(1) Retrofitting to reduce impacts***

- (1A) Marking windows
- (1B) Managing outdoor landscape vegetation
- (1C) Managing indoor landscape vegetation
- (1D) Managing nocturnal lighting

(1A) Marking windows.—Whereas Klem (1990) found no deterrent effect from decals on windows, Johnson and Hudson (1976) reported a fatality reduction of about 67% after placing decals on windows. Many external and internal glass markers have been tested experimentally, some showing no effect and some showing strong deterrent effects (Klem 1989, 1990, 2009, 2011; Klem and Saenger 2013; Rössler et al. 2015). In an experiment of opportunity, Ocampo-Peñuela et al. (2016) found only 2 of 86 fatalities at one of 6 buildings – the only building with windows treated with a bird deterrent film.

### ***(2) Siting and Designing to minimize impacts***

- (2A) Deciding on location of structure
- (2B) Deciding on façade and orientation
- (2C) Selecting type and sizes of windows
- (2D) Designing to minimize transparency through two parallel facades
- (2E) Designing to minimize views of interior plants
- (2F) Landscaping to increase distances between windows and trees and shrubs

## **GUIDELINES ON BUILDING DESIGN**

If the project goes forward, it should at a minimum adhere to available guidelines on building design intended to minimize collision hazards to birds. The American Bird Conservancy (ABC) produced an excellent set of guidelines recommending actions to: (1) Minimize use of glass; (2) Placing glass behind some type of screening (grilles, shutters, exterior shades); (3) Using glass with inherent properties to reduce collisions, such as patterns, window films, decals or tape; and (4) Turning off lights during migration seasons (Sheppard and Phillips 2015). The City of San Francisco (San Francisco Planning Department 2011) also has a set of building design guidelines, based on the excellent guidelines produced by the New York City Audubon Society (Orff et al. 2007). The ABC document and both the New York and San Francisco documents provide excellent alerting of potential bird-collision hazards as well as many visual examples. The San Francisco Planning Department's (2011) building design guidelines are more comprehensive than those of New York City, but they could have gone further. For example, the San Francisco guidelines probably should have also covered scientific

monitoring of impacts as well as compensatory mitigation for impacts that could not be avoided, minimized or reduced.

Although the San Francisco Planning Department deserves to be commended for its building design guidelines, some of its guidelines are in need of further review and consideration. Scientific research and understanding of the bird-window collision impacts remain low on the learning-curve, so we should expect rapid advances in understanding and solutions as scientific investigations are better funded and monitoring efforts expand and experimentation is implemented. At the time of the 2011 guidelines, only one building had been scientifically monitored for bird-window collisions (Kahle et al. 2016), so very few local scientific data on the impacts were available in San Francisco. As a result, too many of the guidelines are based on anecdotes and speculation. For example, the bird collision zone of 0-60 feet above ground (San Francisco Planning Department 2011:28) appears to have been based on speculation. No doubt low-rise buildings can kill many birds annually, but the evidence of this does not preclude high-rises from also killing many birds annually. When it comes to high-rises, it has often been difficult to determine how high a bird was flying when it collided with the building. Collision victims are found at the base of the building and could have fallen from 1 to 6 stories up, or perhaps from 7 to 40 stories up. It needs to be recognized that although the guidelines are commendable as a starting point, much remains to be learned about bird-window collisions, and flexibility for considering other measures or revised measures is warranted.

In another example of a standard that could perhaps use more foundation, the urban bird refuge standard (San Francisco Planning Department 2011:28) includes thresholds of 300 feet and 2 acres of open space. These thresholds appear to have been arbitrarily derived. What scientific evidence supports either of them? How would these standards bear on nocturnal migrants encountering large glass windows at 390 feet above ground? I am not arguing that these standards are incorrect, but rather that they might be arbitrary and therefore bear opportunities for improvement.

The DEIR should be revised to address some of the San Francisco Planning Department's (2011) building design guidelines for the project as a whole. There is no reason why the DEIR could not address macro-setting guidelines in the forms of checklist and text discussion. To be consistent with its own guidelines, the San Francisco Planning Department also might not want to follow through on its plan to amend the Planning Code to require greening of at least 50% of each site area and to construct at least 50% of roof area as living roofs (DEIR page II-34).

## **MITIGATION**

The bird-collision impacts potentially caused by the project could be mitigated to less than significant levels by implementing three measures:

1. Adhere to the San Francisco Planning Department's (2011) building design guidelines and to any other avoidance and minimization measures that have been learned additional or since the 2011 guidelines document was produced;

2. Fund long-term scientific monitoring of the impact so that lessons learned can be applied to future projects or perhaps to effective retrofit solutions; and,
3. Offset impacts that could not be avoided, minimized or reduced by compensating for the impacts. Compensation can include habitat protections elsewhere or donations to wildlife rehabilitation facilities that will likely receive and care for injured birds.

## CONCLUSION

The proposed project would impose 200- to 400-foot tall high-rises in the aerial habitat of many birds. Birds migrating through San Francisco at night, in route north or south along the coast, would encounter these high-rises. Many of these nocturnal migrants would be attracted to light emissions from the buildings or would encounter the buildings by chance, and many of these birds would perish due to collision with these buildings. Other birds would encounter the high-rises during daylight hours and would be deceived by the transparency or reflected images in the glass of windows. Many of these birds would perish. At lower stories – those near the ground – windows reflecting planted trees would deceive birds into flying toward the reflected images and to their deaths. The numbers of collision fatalities could be very large, and some of the collision victims could be members of species that are rare or declining, and some could be special-status species, such as Sharp-shinned hawk (*Accipiter striatus*), Cooper's hawk (*Accipiter cooperi*), Olive-sided flycatcher (*Contopus cooperi*), Least Bell's vireo (*Vireo belli pusillus*), yellow warbler (*Setophaga petechia*), and Lawrence's goldfinch (*Spinus lawrencei*). However, it should be remembered that nearly all birds in California are protected by the international Migratory Bird Treaty Act. The EIR should be revised to address these potential impacts. Available bird-safe building guidelines should be followed where appropriate, but additional measures will be needed where the guidelines are either wrong or based on poor foundation.

The EIR should be revised to include a biological resources assessment, which should report reasonable predictions of collision mortality. The EIR should also provide more detail about which building design guidelines will be implemented under which conditions. For example, macro-setting guidelines could be addressed in the EIR. The EIR should also provide details about fatality monitoring needed to quantify collision mortality. Finally, it should provide details about compensatory mitigation to offset the collision fatalities that cannot be prevented in building design.

Thank you for your consideration,



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## REFERENCES CITED

- Borden, W. C., O. M. Lockhart, A. W. Jones, and M. S. Lyons. 2010. Seasonal, taxonomic, and local habitat components of bird-window collisions on an urban university campus in Cleveland, OH. *Ohio Journal of Science* 110(3):44-52.
- Bracey, A. M., M. A. Etterson, G. J. Niemi, and R. F. Green. 2016. Variation in bird-window collision mortality and scavenging rates within an urban landscape. *The Wilson Journal of Ornithology* 128:355-367.
- Calvert, A. M., C. A. Bishop, R. D. Elliot, E. A. Krebs, T. M. Kydd, C. S. Machtans, and G. J. Robertson. 2013. A synthesis of human-related avian mortality in Canada. *Avian Conservation and Ecology* 8(2): 11. <http://dx.doi.org/10.5751/ACE-00581-080211>
- Cusa M, Jackson DA, Mesure M. 2015. Window collisions by migratory bird species: urban geographical patterns and habitat associations. *Urban Ecosystems* 18(4):1–20. DOI 10.1007/s11252-015-0459-3.
- Dunn, E. H. 1993. Bird mortality from striking residential windows in winter. *Journal of Field Ornithology* 64:302-309.
- Gelb, Y. and N. Delacretaz. 2009. Windows and vegetation: Primary factors in Manhattan bird collisions. *Northeastern Naturalist* 16:455-470.
- Hager, S. B, and M. E. Craig. 2014. Bird-window collisions in the summer breeding season. *PeerJ* 2:e460 DOI 10.7717/peerj.460.
- Hager, S. B., H. Trudell, K. J. McKay, S. M. Crandall, and L. Mayer. 2008. Bird density and mortality at windows. *Wilson Journal of Ornithology* 120:550-564.
- Hager, S. B., B. J. Cosentino, and K. J. McKay. 2012. Scavenging effects persistence of avian carcasses resulting from window collisions in an urban landscape. *Journal of Field Ornithology* 83:203-211.
- Hager S. B., B. J. Cosentino, K J. McKay, C. Monson, W. Zuurdeeg, and B. Blevins. 2013. Window area and development drive spatial variation in bird-window collisions in an urban landscape. *PLoS ONE* 8(1): e53371. doi:10.1371/journal.pone.0053371
- Johnson, R. E., and G. E. Hudson. 1976. Bird mortality at a glassed-in walkway in Washington State. *Western Birds* 7:99-107.
- Kahle, L. Q., M. E. Flannery, and J. P. Dumbacher. 2016. Bird-window collisions at a west-coast urban park museum: analyses of bird biology and window attributes from Golden Gate Park, San Francisco. *PLoS ONE* 11(1):e144600 DOI 10.1371/journal.pone.0144600.

- Klem, D., Jr. 1989. Bird-window collisions. *Wilson Bulletin* 101:606-620.
- Klem, D., Jr. 1990. Collisions between birds and windows: mortality and prevention. *Journal of Field Ornithology* 61:120-128.
- Klem, D., Jr. 2009. Preventing bird-window collisions. *The Wilson Journal of Ornithology* 121:314-321.
- Klem, D., Jr. 2010. Avian mortality at windows: the second largest human source of bird mortality on earth. Pages 244-251 in *Proc. Fourth Int. Partners in Flight Conference: Tundra to Tropics*.
- Klem, D., Jr. 2011. Evaluating the effectiveness of Acopian Birdsavers to deter or prevent bird-glass collisions. Unpublished report.
- Klem, D., Jr. and P. G. Saenger. 2013. Evaluating the Effectiveness of Select Visual Signals to Prevent Bird-window Collisions. *The Wilson Journal of Ornithology* 125:406-411.
- Klem, D. Jr., C. J. Farmer, N. Delacretaz, Y. Gelb and P. G. Saenger. 2009. Architectural and Landscape Risk Factors Associated with Bird-Glass Collisions in an Urban Environment. *Wilson Journal of Ornithology* 121:126-134.
- Kummer J. A., and E. M. Bayne. 2015. Bird feeders and their effects on bird-window collisions at residential houses. *Avian Conservation and Ecology* 10(2):6 DOI 10.5751/ACE-00787-100206.
- Kummer, J. A., E. M. Bayne, and C. S. Machtans. 2016a. Use of citizen science to identify factors affecting bird-window collision risk at houses. *The Condor: Ornithological Applications* 118:624-639. DOI: 10.1650/CONDOR-16-26.1
- Loss, S. R., T. Will, S. S. Loss, and P. P. Marra. 2014. Bird-building collisions in the United States: Estimates of annual mortality and species vulnerability. *The Condor: Ornithological Applications* 116:8-23. DOI: 10.1650/CONDOR-13-090.1
- Machtans, C. S., C. H. R. Wedeles, and E. M. Bayne. 2013. A first estimate for Canada of the number of birds killed by colliding with building windows. *Avian Conservation and Ecology* 8(2):6. <http://dx.doi.org/10.5751/ACE-00568-080206>
- Ocampo-Peñuela, N., R. S. Winton, C. J. Wu, E. Zambello, T. W. Wittig and N. L. Cagle . 2016. Patterns of bird-window collisions inform mitigation on a university campus. *PeerJ* 4:e1652;DOI10.7717/peerj.1652
- Orff, K., H. Brown, S. Caputo, E. J. McAdams, M. Fowle, G. Phillips, C. DeWitt, and Y. Gelb. 2007. Bird-safe buildings guidelines. New York City Audubon, New York.
- Overing, R. 1938. High Mortality at the Washington Monument. *The Auk* 55:679.

- Parkins, K. L., S. B. Elbin, and E. Barnes. 2015. Light, Glass, and Bird–building Collisions in an Urban Park. *Northeastern Naturalist* 22:84-94.
- Porter, A., and A. Huang. 2015. Bird Collisions with Glass: UBC pilot project to assess bird collision rates in Western North America. UBC Social Ecological Economic Development Studies (SEEDS) Student Report. Report to Environment Canada, UBC SEEDS and UBC BRITE.
- Rössler, M., E. Nemeth, and A. Bruckner. 2015. Glass pane markings to prevent bird-window collisions: less can be more. *Biologia* 70: 535–541. DOI: 10.1515/biolog-2015-0057
- Sabo, A. M., N. D. G. Hagemeyer, A. S. Lahey, and E. L. Walters. 2016. Local avian density influences risk of mortality from window strikes. *PeerJ* 4:e2170; DOI 10.7717/peerj.2170
- San Francisco Planning Department. 2011. Standards for bird-safe buildings. San Francisco Planning Department, City and County of San Francisco, California.
- San Francisco Planning Department. 2016. Draft Environmental Impact Report, Central SoMa Plan. State Clearinghouse No. 2013042070.
- Sheppard, C., and G. Phillips. 2015. Bird-friendly building Design, 2nd Ed., American Bird Conservancy, The Plains, Virginia.
- Smallwood, K.S., J. Beyea and M. Morrison. 1999. Using the best scientific data for endangered species conservation. *Environmental Management* 24:421-435.
- Smallwood, K.S., A. Gonzales, T. Smith, E. West, C. Hawkins, E. Stitt, C. Keckler, C. Bailey, and K. Brown. 2001. Suggested standards for science applied to conservation issues. *Transactions of the Western Section of the Wildlife Society* 36:40-49.
- Somerlot, K. E. 2003. Survey of songbird mortality due to window collisions on the Murray State University campus. *Journal of Service Learning in Conservation Biology* 1:1–19.
- Urban Planning Partners, Inc. 2016. MacArthur Station – Modified 2016 Project CEQA Analysis. Prepared for City of Oakland, California.
- Zink, R. M., and J. Eckles. 2010. Twin cities bird-building collisions: a status update on “Project Birdsafe.” *The Loon* 82:34-37.

# EXHIBIT E



## **Environmental Justice at the Local and Regional Level**

### **Legal Background**

Cities, counties, and other local governmental entities have an important role to play in ensuring environmental justice for all of California's residents. Under state law:

“[E]nvironmental justice” means the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.

(Gov. Code, § 65040.12, subd. (e).) Fairness in this context means that the *benefits* of a healthy environment should be available to everyone, and the *burdens* of pollution should not be focused on sensitive populations or on communities that already are experiencing its adverse effects.

Many local governments recognize the advantages of environmental justice; these include healthier children, fewer school days lost to illness and asthma, a more productive workforce, and a cleaner and more sustainable environment. Environmental justice cannot be achieved, however, simply by adopting generalized policies and goals. Instead, environmental justice requires an ongoing commitment to identifying existing and potential problems, and to finding and applying solutions, both in approving specific projects and planning for future development.

There are a number of state laws and programs relating to environmental justice. This document explains two sources of environmental justice-related responsibilities for local governments, which are contained in the Government Code and in the California Environmental Quality Act (CEQA).

### **Government Code**

Government Code section 11135, subdivision (a) provides in relevant part:

No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state....

While this provision does not include the words “environmental justice,” in certain circumstances, it can require local agencies to undertake the same consideration of fairness in the distribution of environmental benefits and burdens discussed above. Where, for example, a general plan update is funded by or receives financial assistance from the state or a state agency, the local government should take special care to ensure that the plan's goals, objectives, policies and implementation measures (a) foster equal access to a clean environment and public health benefits (such as parks, sidewalks, and public transportation); and (b) do not result in

concentration of polluting activities near communities that fall into the categories defined in Government Code section 11135.<sup>1</sup> In addition, in formulating its public outreach for the general plan update, the local agency should evaluate whether regulations governing equal “opportunity to participate” and requiring “alternative communication services” (e.g., translations) apply. (See Cal. Code Regs., tit. 22, §§ 98101, 98211.)

Government Code section 11136 provides for an administrative hearing by a state agency to decide whether a violation of Government Code section 11135 has occurred. If the state agency determines that the local government has violated the statute, it is required to take action to “curtail” state funding in whole or in part to the local agency. (Gov. Code, § 11137.) In addition, a civil action may be brought in state court to enforce section 11135. (Gov. Code, § 11139.)

### **California Environmental Quality Act (CEQA)**

Under CEQA, “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects ....” (Pub. Res. Code, § 21002.) CEQA does not use the term “environmental justice.” Rather, CEQA centers on whether a project may have a significant effect on the physical environment. Under CEQA, human beings are an integral part of the “environment.” An agency is required to find that a “project may have a ‘significant effect on the environment’” if, among other things, “[t]he environmental effects of a project will cause substantial adverse effects on human beings, either directly or indirectly[.]” (Pub. Res. Code, § 21083, subd. (b)(3); see also CEQA Guidelines,<sup>2</sup> § 15126.2 [noting that a project may cause a significant effect by bringing people to hazards].) As set out below, by following well-established CEQA principles, local governments can help achieve environmental justice.

#### **CEQA’s Purposes**

The importance of a healthy environment for all of California’s residents is reflected in CEQA’s purposes. In passing CEQA, the Legislature determined:

- “The maintenance of a quality environment for the people of this state now and in the future is a matter of statewide concern.” (Pub. Res. Code, § 21000, subd. (a).)
- We must “identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds from being reached.” (*Id.* at subd. (d).)

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<sup>1</sup> To support a finding that such concentration will not occur, the local government likely will need to identify candidate communities and assess their current burdens.

<sup>2</sup> The CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000, et seq.) are available at <http://ceres.ca.gov/ceqa/>.

- “[M]ajor consideration [must be] given to preventing environmental damage, while providing a decent home and satisfying living environment for every Californian.” (*Id.* at subd. (g).)
- We must “[t]ake all action necessary to provide the people of this state with clean air and water, enjoyment of aesthetic, natural, scenic, and historic environmental qualities, and freedom from excessive noise.” (Pub. Res. Code, § 21001, subd. (b).)

Specific provisions of CEQA and its Guidelines require that local lead agencies consider how the environmental and public health burdens of a project might specially affect certain communities. Several examples follow.

### Environmental Setting and Cumulative Impacts

There are a number of different types of projects that have the potential to cause physical impacts to low-income communities and communities of color. One example is a project that will emit pollution. Where a project will cause pollution, the relevant question under CEQA is whether the environmental effect of the pollution is significant. In making this determination, two long-standing CEQA considerations that may relate to environmental justice are relevant – setting and cumulative impacts.

It is well established that “[t]he significance of an activity depends upon the setting.” (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 718 [citing CEQA Guidelines, § 15064, subd. (b)]; see also *id.* at 721; CEQA Guidelines, § 15300.2, subd. (a) [noting that availability of listed CEQA exceptions “are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant.”]) For example, a proposed project’s particulate emissions might not be significant if the project will be located in a sparsely populated area, but may be significant if the project will be located in the air shed of a community whose residents may be particularly sensitive to this type of pollution, or already are experiencing higher-than-average asthma rates. A lead agency therefore should take special care to determine whether the project will expose “sensitive receptors” to pollution (see, e.g., CEQA Guidelines, App. G); if it will, the impacts of that pollution are more likely to be significant.<sup>3</sup>

In addition, CEQA requires a lead agency to consider whether a project’s effects, while they might appear limited on their own, are “cumulatively considerable” and therefore significant. (Pub. Res. Code, § 21083, subd. (b)(3).) “[C]umulatively considerable’ means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.” (*Id.*) This requires a local lead agency to determine whether pollution from a

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<sup>3</sup> “[A] number of studies have reported increased sensitivity to pollution, for communities with low income levels, low education levels, and other biological and social factors. This combination of multiple pollutants and increased sensitivity in these communities can result in a higher cumulative pollution impact.” Office of Environmental Health Hazard Assessment, *Cumulative Impacts: Building a Scientific Foundation* (Dec. 2010), Exec. Summary, p. ix, available at <http://oehha.ca.gov/ej/cipa123110.html>.

proposed project will have significant effects on any nearby communities, when considered together with any pollution burdens those communities already are bearing, or may bear from probable future projects. Accordingly, the fact that an area already is polluted makes it *more likely* that any additional, unmitigated pollution will be significant. Where there already is a high pollution burden on a community, the “relevant question” is “whether any additional amount” of pollution “should be considered significant in light of the serious nature” of the existing problem. (*Hanford, supra*, 221 Cal.App.3d at 661; see also *Los Angeles Unified School Dist. v. City of Los Angeles* (1997) 58 Cal.App.4th 1019, 1025 [holding that “the relevant issue ... is not the relative amount of traffic noise resulting from the project when compared to existing traffic noise, but whether any additional amount of traffic noise should be considered significant in light of the serious nature of the traffic noise problem already existing around the schools.”])

### The Role of Social and Economic Impacts Under CEQA

Although CEQA focuses on impacts to the physical environment, economic and social effects may be relevant in determining significance under CEQA in two ways. (See CEQA Guidelines, §§ 15064, subd. (e), 15131.) First, as the CEQA Guidelines note, social or economic impacts may lead to physical changes to the environment that are significant. (*Id.* at §§ 15064, subd. (e), 15131, subd. (a).) To illustrate, if a proposed development project may cause economic harm to a community’s existing businesses, and if that could in turn “result in business closures and physical deterioration” of that community, then the agency “should consider these problems to the extent that potential is demonstrated to be an indirect environmental effect of the proposed project.” (See *Citizens for Quality Growth v. City of Mt. Shasta* (1988) 198 Cal.App.3d 433, 446.)

Second, the economic and social effects of a physical change to the environment may be considered in determining whether that physical change is significant. (*Id.* at §§ 15064, subd. (e), 15131, subd. (b).) The CEQA Guidelines illustrate: “For example, if the construction of a new freeway or rail line divides an existing community, the construction would be the physical change, but the social effect on the community would be the basis for determining that the effect would be significant.” (*Id.* at § 15131, subd. (b); see also *id.* at § 15382 [“A social or economic change related to a physical change may be considered in determining whether the physical change is significant.”])

### Alternatives and Mitigation

CEQA’s “substantive mandate” prohibits agencies from approving projects with significant environmental effects if there are feasible alternatives or mitigation measures that would substantially lessen or avoid those effects. (*Mountain Lion Foundation v. Fish and Game Commission* (1997) 16 Cal.4th 105, 134.) Where a local agency has determined that a project may cause significant impacts to a particular community or sensitive subgroup, the alternative and mitigation analyses should address ways to reduce or eliminate the project’s impacts to that community or subgroup. (See CEQA Guidelines, § 15041, subd. (a) [noting need for “nexus” between required changes and project’s impacts].)

Depending on the circumstances of the project, the local agency may be required to consider alternative project locations (see *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 404) or alternative project designs (see *Citizens of Goleta*



*Valley v. Board of Supervisors* (1988) 197 Cal.App.3d 1167, 1183) that could reduce or eliminate the effects of the project on the affected community.

The lead agency should discuss and develop mitigation in a process that is accessible to the public and the affected community. “Fundamentally, the development of mitigation measures, as envisioned by CEQA, is not meant to be a bilateral negotiation between a project proponent and the lead agency after project approval; but rather, an open process that also involves other interested agencies and the public.” (*Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 93.) Further, “[m]itigation measures must be fully enforceable through permit conditions, agreements, or other legally binding instruments.” (CEQA Guidelines, § 15126.4, subd. (a)(2).)

As part of the enforcement process, “[i]n order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented,” the local agency must also adopt a program for mitigation monitoring or reporting. (CEQA Guidelines, § 15097, subd. (a).) “The purpose of these [monitoring and reporting] requirements is to ensure that feasible mitigation measures will actually be implemented as a condition of development, and not merely adopted and then neglected or disregarded.” (*Federation of Hillside and Canyon Assns. v. City of Los Angeles* (2000) 83 Cal.App.4th 1252, 1261.) Where a local agency adopts a monitoring or reporting program related to the mitigation of impacts to a particular community or sensitive subgroup, its monitoring and reporting necessarily should focus on data from that community or subgroup.

#### Transparency in Statements of Overriding Consideration

Under CEQA, a local government is charged with the important task of “determining whether and how a project should be approved,” and must exercise its own best judgment to “balance a variety of public objectives, including economic, environmental, and social factors and in particular the goal of providing a decent home and satisfying living environment for every Californian.” (CEQA Guidelines, § 15021, subd. (d).) A local agency has discretion to approve a project even where, after application of all feasible mitigation, the project will have unavoidable adverse environmental impacts. (*Id.* at § 15093.) When the agency does so, however, it must be clear and transparent about the balance it has struck.

To satisfy CEQA’s public information and informed decision making purposes, in making a statement of overriding considerations, the agency should clearly state not only the “specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits” that, in its view, warrant approval of the project, but also the project’s “unavoidable adverse environmental effects[.]” (*Id.* at subd. (a).) If, for example, the benefits of the project will be enjoyed widely, but the environmental burdens of a project will be felt particularly by the neighboring communities, this should be set out plainly in the statement of overriding considerations.

\* \* \* \*

The Attorney General's Office appreciates the leadership role that local governments have played, and will continue to play, in ensuring that environmental justice is achieved for all of California's residents. Additional information about environmental justice may be found on the Attorney General's website at <http://oag.ca.gov/environment>.

# EXHIBIT F



Edwin M. Lee  
*Mayor*

Barbara Garcia MPA  
*Director of Health*

Rajiv Bhatia MD, MPH  
*Director*

## ***Sustainable Communities Health Assessment: Central Corridor Plan***

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**Date:** November 30, 2012

**Project:** The Central Corridor Plan

**Background:** The Planning Department will be developing an area plan for the area surrounding the southern portion of the Central Subway, known as the Central Corridor. The Planning Department has requested that the Department of Public Health review the plan area using its Sustainable Communities Index to support the inclusion of health protective language in the Plan document.

**Requestor:** Steve Wertheim, Planner, San Francisco Planning Department

**Objectives:**

- Conduct an assessment of health-relevant social and environmental conditions in the area between 2<sup>nd</sup>, 6<sup>th</sup>, Market, and Townsend Streets using the Sustainable Communities Index Indicators
- Synthesize priorities for neighborhood health, which could be potentially addressed through the Plan, considering data and stakeholder input during the planning process

**Contact:** Meg Wall, Lead for Land Use Planning and Health, San Francisco  
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## ***I. Introduction***

Social and environmental conditions are principle determinants of health, well-being, and human development. The San Francisco Department of Public Health is committed to addressing these determinants and develops tools to assess our progress towards creating a healthy and sustainable city. One of those tools, the Sustainable Communities Index, is a system of over 100 performance indicators for livable, equitable and prosperous urban cities. First developed in San Francisco in 2007 by the Department of Public Health in partnership with diverse public and private organizations, the Index provides a model for local health, equity, and sustainability measurement in urban areas. In San Francisco, the SCI has been used to guide and shape land use plans, for the Eastern Neighborhoods, Treasure Island, Western SoMa, and Executive Park.

This assessment will provide a baseline conditions summary for the Central Corridor Plan area, between Market, Townsend, 2<sup>nd</sup>, and 6<sup>th</sup> Streets. We assessed conditions using data from the Department of Public Health's Sustainable Communities Index. The content is organized by the SCI's seven Elements: Environment, Transportation, Community, Public Realm, Education, Housing, and Economy. Within each section a brief summary of the Plan area's performance on the SCI's indicators is provided. The next section provides a brief summary of common community concerns expressed in public workshop questionnaires and the online survey. The analysis concludes with a list of the key challenges that were evident from this analysis, which could be addressed through the Central Corridor Plan. Maps, data, methods, and limitations for the indicators examined can be found at [www.SustainableSF.org](http://www.SustainableSF.org).

## ***II. Highlights from Baseline Conditions Analysis of Central Corridor Plan Area***

**This section briefly summarizes current health related strengths and vulnerabilities in the Central Corridor Plan area.**

### **ENVIRONMENT**

Environmental pollution and access to natural areas have important impacts on human health. Motor vehicle traffic is the predominant source of both air and noise pollution in San Francisco, which can negatively affect respiratory health, sleep, and stress. Trees and green spaces have the potential to mitigate air pollution and noise and also have positive impacts on crime, mental health, and overall well-being.

Currently in the Central Corridor Plan area, **only 5% of the land area is open space** and 90% of the land is impervious, leading to increased storm water runoff. Compared to the City average of 7 trees per acre, the

Central Corridor only has 1.6. In general, air quality across San Francisco is much better than most major metropolitan areas in the State. However, due to close proximity to freeways and high traffic roads, the area has some of the poorest air quality in the City, with 13% of households living in an area exposed to greater than 10ug/m<sup>3</sup> of fine particulate matter (PM 2.5) and 16% living in areas with ambient air pollution cancer risks greater than 100 in a million. The presence of freeways and high traffic roads also contributes to high traffic noise levels and 98% of households in the Plan area are presently exposed to an average day/night outdoor noise level of greater than 60 decibels, which is a standard set by the Health Department for potential concern and mitigation.

## TRANSPORTATION

The transportation system impacts health via environmental quality, road traffic accidents, ability to access important goods and services and neighborhood livability and walkability.

Compared to other neighborhoods in the City, residents in the Plan area own fewer cars, drive less, and spend more time walking and cycling. However, the area also has among the highest densities of traffic in the city. Transit infrastructure and number of bike lanes are above average. However, pedestrian conditions are marginal. Of the street segments in the Plan area that were assessed with the Pedestrian Environmental Quality Index (PEQI), only 12% had reasonable or ideal conditions and only 30% of intersections had reasonable or ideal conditions. The incidence of severe injuries and deaths related to collisions between vehicles and pedestrians, cyclists, and other vehicles is amongst the highest in the City. The situation for pedestrians is especially troubling, as the average annual number of pedestrian injuries and fatalities per 100 road miles is six times higher in the Plan area compared to the City as a whole (48 vs. 8). Compared to other neighborhoods, the Plan area also has a higher proportion of drivers who are driving over the speed limit. While more residents who live in the Plan area may not be driving themselves, the traffic density, a general proxy for adverse environmental exposures and health hazards from traffic, is among the highest in the City due to the large arterials that carry traffic to and from freeways. Additionally, 100% of the current population in the plan area lives within 150 meters of a designated truck route (research suggests that the concentration of emitted motor vehicle pollutants may be highest within 150 meters of roadways).

## COMMUNITY

Community organizations, support networks, and political engagement are all elements of community that have impacts on individual overall health, ranging from violence to chronic stress. Chronic stress in particular has been shown to be linked to a number of poor health outcomes like cardiovascular disease and low birth-weight.

The Plan area has above average rates for voting and access to community centers. In contrast, based on data from 2005-2007, the Central Corridor Plan area has amongst the highest violent and property crime rates in the City. During that time period, the number of assaults per 1,000 residents was 210 in the plan area and 44 for the City as a whole. Likewise, the property crime rate was 900 in the Plan area and 177 for the whole City. A high density of off sale alcohol outlets has been found to be associated with higher crime rates, and within the Plan area the density higher than most parts of the City. According to the Controller's Survey, 10% of residents feel unsafe in their neighborhood during the day and 34% feel so at night. Neighborhoods that experience less resident turn-over are more likely to develop lasting, supportive social networks among residents. Compared to other parts of the City, fewer residents in the plan area have lived in their home for more than a year and more than a third are at least somewhat likely to move away from San Francisco in the next three years.

## **PUBLIC REALM**

Public realm includes all of the retail, public service, and aesthetic amenities necessary for individuals to thrive in their communities. Access to healthful resources, like parks, healthy food, and medical care, are important for individuals to be able to meet their basic needs. When important everyday resources are nearby, in walking friendly environments, individuals can increase their physical activity and improve the environment by using non-auto modes of transportation. Aesthetic elements of the public realm, such as art and the maintenance of public spaces, also have the ability to impact the amount of time people spend walking, as well as crime and overall human health.

Currently, the Central Corridor plan area performs well in provision of arts and cultural amenities, as well as libraries. The area also has among the best retail food access in the City. The area boasts 386 eating establishments per square mile compared to 74 for the City as a whole and has the equivalent of 5 supermarkets per square mile. However, there is room for improvement in the percent of food establishments that accept federal food assistance benefits. The area also has a high concentration of other retail establishments, which contribute to the walkability of the neighborhood.

Public infrastructure areas that the Plan area performs more poorly in include public health facilities and parks and open space. The Recreational Area Access Score assesses relative access to park acreage at any point in the City. Here again the Plan area was one of the lowest performers. Currently 67% of residents live within ½ mile of a public recreational facility compared to 91% for the City as a whole. Additionally, only 16% of residents are within ¼ mile of a community garden compared to 26% across the City. Lastly, there are no public health facilities within the Plan area.

## **EDUCATION**

Education is one of the most consistently strong correlates of human health. Higher educational attainment is associated with higher lifetime earnings, positive health behaviors, and prolonged life expectancy.

The plan area performs poorly with regards to educational infrastructure. The Elementary School Access Score, which considers the quality, proximity, and quantity of all elementary school slots per housing unit within one mile of any point in the City, is amongst the lowest in the City within the Plan area. This is a function of there being both few and poor performing elementary schools in the South of Market area. Parental perceptions of the area's educational options are reflected by the low percent of parents choosing the area's attendance area elementary school, Webster, as their first choice. Webster however, is not actually in the plan area and is closer to the intersection of Potrero Hill/Mission/Bayview. Bessie Carmichael Elementary, a Citywide school that gives no priority based on living near the school, is the only school in the Plan area and, like Webster, performs below state standards (this excludes Five Key's, which is operated by the Sherriff's Department).

The plan area currently has a higher than average number of child care center spots per 0-14 year old living in the Plan area.

## **HOUSING**

The cost and quality of housing have important impacts on human health. When housing costs are high relative to income, families and individuals may struggle to pay for other important expenses like food, transportation, or medical care. Families and individuals struggling to afford housing may also live in overcrowded conditions, which can lead to spread of infectious diseases and poor educational outcomes for children. Lastly low-income individuals may be forced to live in substandard housing that is poorly maintained, thereby being exposed to mold, lead, pests, and other hazards.

Housing affordability and safety are current challenges for the Central Corridor Plan area. Based on the Regional Housing Needs Determination published by ABAG, by 2010 San Francisco had only met 4% of the 2007-2014 housing production targets for individuals living between 50-80% of the Area Median Income (AMI) and 13% for individuals living between 80-120% of the AMI. This contrasts with 26% of targets being met for individuals living below 50% of the AMI and 64% for market rate housing. Within the Central Corridor Plan area, 24% of the households currently pay 50% of their household income to gross rent, making the area among the most rent burdened in the City. Fewer households own their homes and more households are living in overcrowded conditions. While 25% of the total units are inclusionary, public, redevelopment agency assisted, or part of a community land trust, only 24% of the rental housing is subject to rent control, compared to 86% for the City as



a whole. The area also has some of the highest poverty with 31% of the population living at or below 200% of the poverty threshold. Health and building code violations are also amongst the highest in the Plan area, at 19 per 1,000 residents, compared to 5 for the City as a whole. Three of the area's housing related strengths however, are a higher level of ethnic diversity, a lower rate of no-fault evictions, and high residential density to support a walkable neighborhood.

## ECONOMY

Income is one of the strongest and most consistent predictors of health and disease in public health research literature. The strong relationship between income and health is not limited to a single illness or disease. When jobs are nearby housing, individuals' commute times may be shorter and use of active transportation may increase. Locally owned businesses generally benefit the local economy more than national chains and green businesses are good for the environment and worker health. Banks and credit unions are important community asset that can facilitate in building wealth and avoiding high interest loans from check cashers and payday lenders.

The Central Corridor Plan area has among the highest job densities in the City, yet also has among the lowest proportions of residents who actually work in the City. The plan area contains 15% of the City's minority and women owned local business enterprises and 8% of the City's green businesses, which is significant considering that the plan area only makes up roughly 1% of the City's land area. All residents within the plan area currently live within ½ mile of a savings bank or credit union. Current challenges include potentially lower employment rates within the plan area and a lower number of residents that are covered by health insurance.

## HEALTH OUTCOMES

Many population health outcomes are relatively poorer in the zip codes that make up the Plan area (94105, 94103, 94158). Hospitalization rates for asthma, diabetes, chronic obstructive pulmonary disease, alcohol, and mental health are high. The only zip code for which we have premature mortality data is 94103, and within this zip code HIV/AIDS is the leading cause of premature mortality for males and unintentional drug overdose is the leading cause for females. Eleven percent of babies born to women residing in the plan area are born low birth weight and only 89% of mothers receive prenatal care during their first trimester. The health outcomes in this area could in part be influenced by the density of service providers and supportive housing which serve and attract vulnerable populations to the area.

### ***III. Stakeholder Input Relevant to Health***

Public comment gathered through the online survey and workshop questionnaires, while not necessarily representative of the area population, identified a number of health-relevant concerns. The following were the most common respondent concerns:

- Pedestrian and cyclist safety
- Crime
- Trash and grime
- Lack of trees and green space

Respondents generally want more housing and work space, but there are mixed opinions on how much of the housing should be affordable and to what income levels it should be affordable. There were frequent requests for wider sidewalks, protected bike lanes, better lighting, more retail and dining, more public seating, trees, and small parks. Similar numbers of respondents felt that there were enough schools (48%) or that there should be more (44%).

### ***IV. Recommendations***

Based on this analysis of current conditions in the Plan area, as well as public concerns, we identified several potential opportunity areas for improving neighborhood health. We recommend that Planning work in collaboration with DPH to select Plan policies and implementation actions to address the following challenges.

#### ***ENVIRONMENTAL CHALLENGES***

- Few trees
- Few parks and open spaces
- Air pollution
- Noise

#### ***TRANSPORTATION CHALLENGES***

- Pedestrian safety
- Bicycle safety
- High traffic density

#### ***SOCIAL CHALLENGES***

- Crime
- Residential turnover

#### ***PUBLIC REALM NEEDS***

- Lack of health facilities
- Sidewalk maintenance/cleanliness

#### ***EDUCATION CHALLENGES***

- Few/under-performing schools

#### ***HOUSING CHALLENGES***

- Housing affordability
- Housing safety and habitability

#### ***ECONOMIC CHALLENGES***

- Unemployment

## **Health and Sustainability Indicator Performance for the Central Corridor**

### **Background**

The Sustainable Communities Index is a system of over 100 performance indicators for livable, equitable and prosperous urban cities. First developed in San Francisco in 2007 by the Department of Public Health in partnership with diverse public and private organizations, the Index provides a model for local health, equity, and sustainability measurement in urban areas. In San Francisco, the SCI has been used to guide and shape land use plans, for the Eastern Neighborhoods, Treasure Island, Western SoMa, and Executive Park.

### **Methods and Data Sources**

For this study, we used SCI Indicators to assess current conditions in the Central Corridor Plan area (the area bounded by Market, 2<sup>nd</sup>, 6<sup>th</sup>, and Townsend Streets) with the goal of managing environmental and social challenges in the plan area. Indicator maps, methodologies, data sources, and limitations can be found on the SCI website at [www.SustainableSF.org](http://www.SustainableSF.org).

When possible, indicator data was analyzed specifically for the area within the Plan boundaries. In some cases however, data was not available for the specific area of interest. In cases where the Supervisorial District or PUMA (public use micro-data area) were the lowest geographic levels, the values for District 6 or PUMA 2203 were used. When census tracts, zip codes and, transportation districts were the lowest level of geography for an indicator, the proportion of the total Plan area residential square footage that fell within, each district, tract, zip code was calculated. Those proportions were then multiplied by the value for the respective tract, zip code, or district to calculate a “residential distribution” weighted average indicator value for the Plan area. In cases where census tracts, zip codes, or transportation districts are the lowest geographic value, this is noted within the table.

### **Interpretation**

The table lists all of the indicators that are used to measure progress towards each objective. The table includes indicator values for the city as a whole and the Central Corridor Plan area. To determine relative performance, we divided the range of values at the lowest geographic level for each indicator into quintiles. The Plan area was then given a score based on where it fell between the worst and the best quintiles (scores: -2, -1, 0, 1, or 2). In the table, the score for each indicator is also expressed using plus, minus, and tilde signs, with pluses denoting good performance and minuses denoting poor performance.

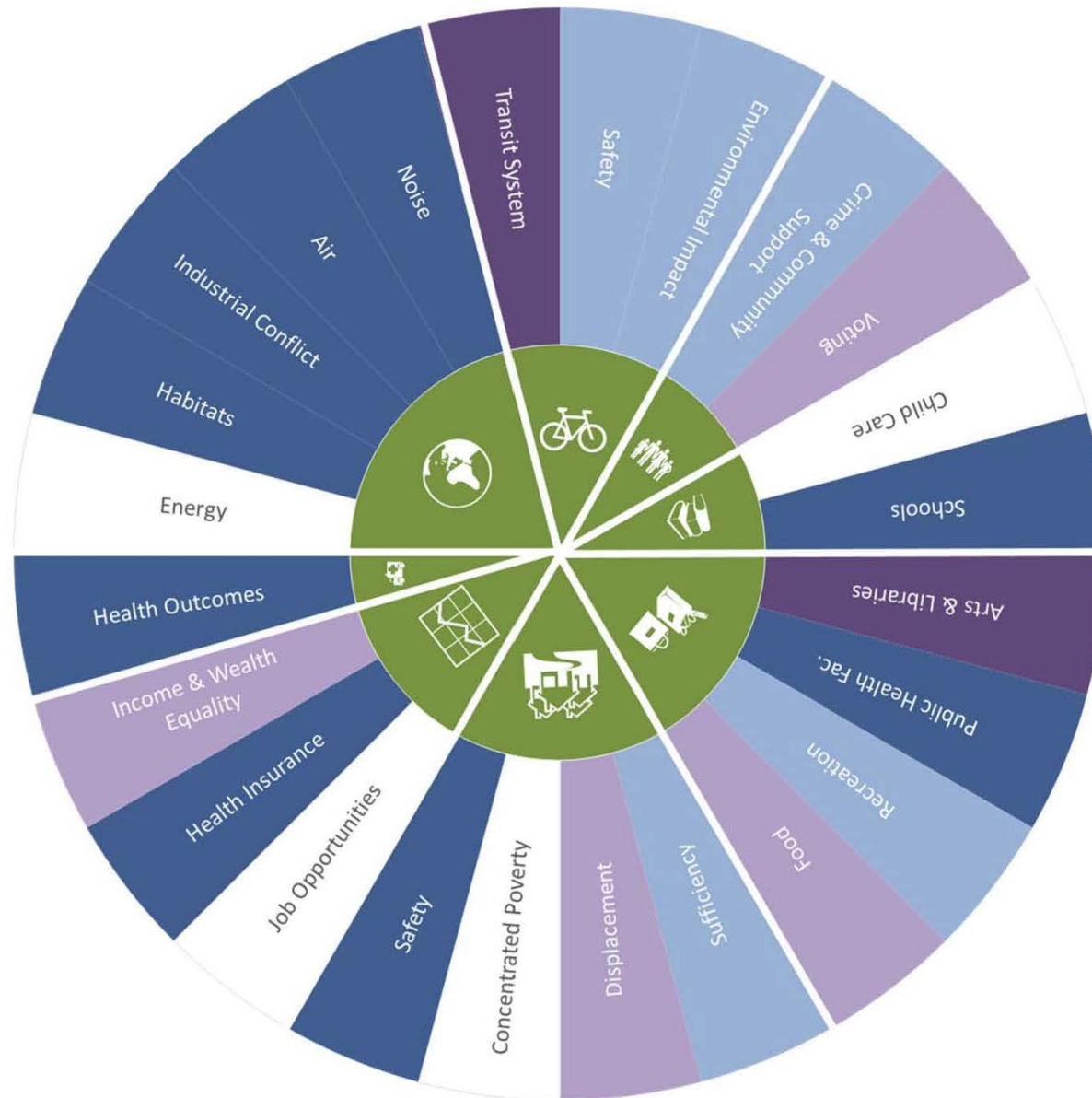
The radial summary chart illustrates how the Plan area currently performs in each Objective in the SCI. Collectively, the objectives achieve a vision of a healthy and sustainable city. In the summary chart, each objective is represented as a piece of the pie and is labeled according to its overall theme, e.g. the objective “Ensure the safety of the transportation system” is labeled as “Safety” and falls within the Transportation chunk of the pie that is represented with a bicycle icon. For the summary radial chart, we

derived the Central Corridor's performance for each SCI objective by calculating the average of the scores for all of the indicators that fell within each objective.

Objectives that perform below average are shaded red, while objectives that perform above average are shaded light blue.

# Health and Sustainability Indicator Performance

## Central Corridor



-  Environment
-  Transportation
-  Community
-  Public Realm
-  Education
-  Housing
-  Economy
-  Health Outcomes

Performance	Rating
Worst 20%	--
>20% - 40%	-
>40% - 60%	~
>60% - 80%	+
Best 20%	++

<b>En. Environment</b>			
<i>Objectives and Indicators</i>	<i>San Francisco</i>	<i>CC</i>	<i>Performance</i>
<b>En.1 Decrease consumption of energy and natural resources</b>			
<i>Primary Indicators</i>			
En.1.a Annual residential natural gas use per capita (therms)*	186	66	++
En.1.b Annual residential electricity use per capita (kilowatt hours)*	1,762	2,416	--
En.1.c Gross per capita water use (gallons per day)	91.5	NA	NA
En.1.d Annual solid waste disposal and waste diversion (tons per capita)	0.57	NA	NA
En.1.e Renewable energy installed capacity (MWh) in San Francisco and percent energy supplied from renewable sources	NA	NA	NA
<b>En.2 Restore, preserve and protect healthy natural habitats</b>			
<i>Primary Indicators</i>			
En.2.a Total miles of Bay and Coastal Trails completed in San Francisco County (% complete)	Costal Trail: 69% Bay Trail: 44%	NA	NA
En.2.b Distribution of open spaces and natural areas (% of land area that is open space)	22.8%	4.7%	-
En.2.c Number of trees four meters tall or higher	7.0	1.6	--
En.2.d Proportion of ground covered with impervious surfaces	63.5%	89.8%	--
<b>En.3 Reduce residential and industrial conflicts</b>			
<i>Primary Indicators</i>			
En.3.a Distribution of brownfields and leaking underground storage tanks (# per square mile)	BF: 2.6 LUST: 2.1	BF: 12.28 LUST: 4.94	--
<b>En.4 Preserve clean air quality</b>			
<i>Primary Indicators</i>			
En.4.a Proportion of population living in areas with a PM 2.5 concentration of 10 ug/m3 or more and proportion of population living in areas with a cancer risk of 100/1,000,000 or more.	PM2.5: 1.2% Cancer: 3.3%	PM2.5: 13.3% Cancer: 15.9%	--
En.4.b Proportion households living 300 meters of an air pollution point source	3%	12%	--
<b>En.5 Maintain safe levels of community noise</b>			
<i>Primary Indicators</i>			
En.5.a Proportion of population exposed to an average day/night outdoor noise level >60dB	70%	97.50%	--

\* (Zips: 94105, 94103, 94158)



<b>T. Transportation</b>			
<i>Objectives and Indicators</i>	<i>San Francisco</i>	<i>CC</i>	<i>Performance</i>
<b>T.1 Create a resource-efficient, equitable transportation system</b>			
T.1.a Proportion of households without a motor vehicle§	29%	40%	+
T.1.b Proportion of trips made by walking, biking or transit (non-auto modes)‡	51%	82%	++
T.1.c Time spent walking or biking (for utilitarian/non-leisure trips) per capita‡	28 min/day	43 min/day	++
T.1.d Average commute travel time per transit trip‡	39 min	29 min	++
T.1.e Average transit cost for people living at or below the median household income	NA	NA	NA
T.1.f Proximity to frequent transit service (residents and workers)	Res: 21% Jobs: 89%	Res: 75% Jobs: 89%	++
<b>T.2 Ensure the safety of the transportation system</b>			
T.2.a Average annual severe/fatal traffic injuries per 100 roadway miles	Total: 21 Ped: 8 Bike: 2 Vehicle: 11	Total: 70 Ped: 48 Bike: 5 Vehicle: 16	--  -
T.2.b Pedestrian Environmental Quality Index (PEQI) Score: % with Reasonable or Ideal pedestrian conditions	NA	Street segments: 12% Intersections: 30%	●
T.2.c Ratio of Bicycle Path and Lane Miles to All Road Miles	0.1 (109.5 mi.)	0.37 (7.0 mi.)	++
T.2.d Percent of drivers exceeding the speed limit by 5 miles per hour or more	18%	22%	-
<b>T.3 Reduce adverse environmental health impacts of the transportation system</b>			
T.3.a Average daily distance travelled in private autos by residents (miles)‡	11.6	4.3	++
T.3.b Traffic density (% of households living in areas the top two traffic density quintiles)	13%	72%	--
T.3.c Proportion of households living within 150 meters of a designated truck route	44%	100%	--

§ (2000 Tracts: 176.01, 176.02, 178, 179.01, 180, 607)

‡ (TAZD: SOMA & Downtown)



<b>C. Community</b>			
<i>Objectives and Indicators</i>	<i>San Francisco</i>	<i>CC</i>	<i>Performance</i>
<b>C.1 C.1 Promote socially cohesive neighborhoods, free of crime and violence</b>			
<i>Primary Indicators</i>			
C.1.a Number of violent crimes (per 1,000 population)	Homicide: 0.3 Assault: 44 Sexual: 1.7	Homicide: 0.5 Assault: 210 Sexual: 6.2	--
C.1.b Number of property crimes (per 1,000 population)	177	900	--
C.1.c Proportion of the population, 1 year and older, living in the same house as one year ago§	84%	71%	--
C.1.d Proportion of population within 1/2 mile from community center	85%	100%	++
C.1.e Density of off-sale alcohol outlets (# per square mile)	17.4	57	--
<i>Secondary Indicators</i>			
C.1.f Proportion of households that are very or somewhat likely to move away from San Francisco in the next three years*	25%	36%	--
C.1.g Number of neighborhood block party permits	82	0	--
C.1.h Number of spiritual and religious centers (per 10,000 residents)	8.3	7.3	-
C.1.i Residents' perceived safety (% who feel unsafe or very unsafe)*	Day: 5% Night: 25%	Day: 10% Night: 34%	-- -
<b>C.2 Increase civic, social, and community engagement</b>			
<i>Primary Indicators</i>			
C.2.a Voting rates	61%	59%	+
<i>Secondary Indicators</i>			
C.2.b Volunteerism	22.6%	NA	NA
C.2.c Public meeting attendance	12.2%	NA	NA
<b>C.3 Assure equitable and democratic participation throughout the planning process</b>			
<i>No Indicators</i>			

§ (2000 Tracts: 176.01, 176.02, 178, 179.01, 180, 607)

\* (Zips: 94105, 94103, 94158)

<b>PR. Public Realm</b>			
<i>Objectives and Indicators</i>	<i>San Francisco</i>	<i>CC</i>	<i>Performance</i>
<b>PR.1 Assure spaces for libraries, performing arts, theatre, museums, concerts, and festivals for personal and educational fulfillment</b>			
<i>Primary Indicators</i>			
PR.1.a Art and cultural facilities by admission fee (# of facilities)	131	11 (8 with general admission \$10 or less)	NA
PR.1.b Per capita public arts funding distributed by the San Francisco Arts Commission	\$40	\$162 (District 6)	+ +
PR.1.c Proportion of population within 1 mile of a public library	1/2 mile: 58% 1 mile: 97%	1/2 mile: 35.4% 1 mile: 100%	~
PR.1.d Locations of public art installations and murals (# public art works and murals per 10,000 residents)	7.5	11.8	+ +
<b>PR.2 Assure affordable and high quality public health facilities</b>			
<i>Primary Indicators</i>			
PR.2.a Public health facilities near major transit corridors (% of facilities by type)	DPH Clinic: 39% Community Clinic: 62% Hospital: 31%	No facilities	- -
PR.2.b Number of hospital beds per 100,000 population and hospital bed occupancy rates	544 - 58.7%	NA	NA
<b>PR.3 Increase park, open space and recreation facilities</b>			
<i>Primary Indicators</i>			
PR.3.a Recreational area access score	56	16.3	- -
PR.3.b Proportion of population within 1/4 mile of a recreation facility	1/4 mile: 47% 1/2 mile: 91%	1/4 mile: 29% 1/2 mile: 67%	-
<i>Secondary indicators</i>			
PR.3.c Proportion of households with 1/4 mile access to a community garden	26%	16%	~
<b>PR.4 Increase accessibility, beauty, safety, and cleanliness of public spaces</b>			
<i>Primary Indicators</i>			
PR.4.a San Francisco street tree distribution	NA	NA	NA
PR.4.b Streetscape improvements [in process]	NA	NA	NA
PR.4.c Street maintenance scores [in process]	NA	NA	NA
<b>PR.5 Assure access to daily goods and service needs</b>			
<i>Primary Indicators</i>			
PR.5.a Neighborhood completeness indicator for key public services (# of resources per square mile)			
Childcare Center Slots	275.3	260.3	NA
Community Center	4.1	15.5	NA
Community Garden	1.1	0.0	NA
Library	0.6	0.0	NA
Open Space & Park Less Than 1/2 Acre	4.8	10.3	NA
Parks 1/2 Acre or Larger	6.7	6.9	NA
Post Office	0.9	1.7	NA

<i>Public Art Installations</i>	12.8	1.7	NA
<i>Public Health Facility</i>	1.7	0.0	NA
<i>Public School</i>	2.4	1.7	NA
<i>Rec Facility</i>	2.4	1.7	NA
<b>PR.5.b Neighborhood completeness indicator for key retail services (# of resources per square mile)</b>			
<i>Auto Repair Shop</i>	6.5	50.0	NA
<i>Bank and Credit Union</i>	5.7	13.8	NA
<i>Beauty/Barber Shop</i>	23.5	46.6	NA
<i>Bike Shop</i>	1.0	5.2	NA
<i>Dry Cleaner</i>	4.6	6.9	NA
<i>Eating Establishments</i>	73.6	386.2	NA
<i>Gym</i>	4.6	24.1	NA
<i>Hardware Store</i>	1.3	5.2	NA
<i>Healthy Retail Food</i>	2.6	8.6	NA
<i>Laundromat</i>	3.3	1.7	NA
<i>Pharmacy</i>	3.5	3.6	NA
<i>Video Rental/Movie Theater</i>	2.5	8.6	NA

PR.6 Promote affordable and high-quality food access and sustainable agriculture			
Primary Indicators			
PR.6.a Retail Food Access Score	41	56	++
Distribution of retail food sources (# of resources per square mile)			
<i>Supermarket</i>	1.7	5.2	++
<i>Warehouse Club Stores</i>	0.1	1.7	++
<i>Grocery, Other</i>	2.0	3.4	++
<i>Fruit/Vegetable Market</i>	1.0	1.7	+
<i>Meat/Fish/Poultry</i>	1.2	0.0	-
<i>Farmers Market</i>	0.4	1.7	++
<i>Convenience</i>	9.3	39.7	++
PR.6.b Proportion of retail food establishments that accept state/federal food assistance programs	Healthy: 65% Unhealthy: 36%	Healthy: 60% Unhealthy: 15%	~ -
PR.6.c Proportion of households within 1/2 mile of a farmer's market (Were going to include in food indicator but is it better to break it out because of the social/community cobenefits that farmers' markets have, plus there is notable inequity in their distribution accross the city)	41%	52%	~

<b>Ed. Education</b>			
<i>Objectives and Indicators</i>	<i>San Francisco</i>	<i>CC</i>	<i>Performance</i>
<b>Ed.1 Assure affordable and high quality child care for all neighborhoods</b>			
<i>Primary Indicators</i>			
Ed.1.a Maximum capacity of licensed child care facilities and child care population (# slots in licensed child care centers and licensed child care family homes per child, 0-14 years old)	Centers: 0.14 (12,965 slots) Homes: 0.04 (4,035 slots)	Centers: 0.27 (151 slots) Homes: 0 (0 slots)	+ + - -
Ed.1.b Unmet need for child care subsidies	NA	NA	NA
Ed.1.c Average child care costs as a proportion of family budget§	12%	15%	- -
<b>Ed.2 Assure accessible and high quality educational facilities</b>			
<i>Primary Indicators</i>			
Ed.2.a Elementary school access indicator	30	7	- -
Ed.2.b Proportion of students selecting attendance area school as their first choice elementary school	23%	9%	- -
Ed.2.c Proportion of schools achieving an Academic Performance Index Base of 800 or more	49%	0%	- -
<i>Secondary Indicators</i>			- -
Ed.2.d Proportion of public schools with a school garden	52%	0%	- -
Ed.2.e Proportion of students graduating from high school by school	82%	NA	NA
Ed.2.f Ratio of public school population to citywide school-aged population	NA	NA	NA

§ (2000 Tracts: 176.01, 176.02, 178, 179.01, 180, 607)

<b>H. Housing</b>			
<i>Objectives and Indicators</i>	<i>San Francisco</i>	<i>CC</i>	<i>Performance</i>
<b>H.1 Preserve and construct housing in proportion to demand with regards to size, affordability, and tenure</b>			
<i>Primary Indicators</i>			
H.1.a Proportion of housing production to housing need by income category (difference between production targets for 2007-2014, and actual production during 2007-2010)			
<i>Very low (50% AMI)</i>	26%	NA	NA
<i>Low (80% AMI)</i>	4%	NA	NA
<i>Moderate (120% AMI)</i>	13%	NA	NA
<i>Above moderate (Market rate)</i>	64%	NA	NA
H.1.b Proportion of households whose gross rent is 50% or more of their household income§	20%	24%	- -
H.1.c Housing purchasing capacity of the median income household	NA	NA	NA
H.1.d Proportion households that own their homes	36%	23%	-
<i>Secondary Indicators</i>			
H.1.e Proportion of households NOT living in overcrowded conditions§	95%	95%	-
H.1.f Housing wage as a percent of minimum wage	NA	NA	NA
H.1.g Residential density	12.5	20.3	+
<b>H.2 Protect residents from involuntary displacement</b>			
<i>Primary Indicators</i>			
H.2.a Bay Area regional trends in fair market rate rents for a two bedroom unit	NA	NA	NA
H.2.b Number and rate of no-fault evictions	11.2	1.2	+ +
H.2.c Proportion of SF housing that is for rent or purchase that is affordable (% that is public, inclusionary, redevelopment agency affordable, or community land trust; OR rent controlled (built 1979 or earlier)¥)	Affordable: 6% Rent Cont.: 86%	Affordable: 25% Rent Cont: 24%	+ + - -
<b>H.3 Decrease concentrated poverty</b>			
<i>Primary Indicators</i>			
H.3.a Ethnic diversity index (0-100)	63	64	+
H.3.d Proportion living at or below 200% of the Census poverty threshold§	26%	31%	-
<b>H.4 Assure access to healthy quality housing</b>			
<i>Primary Indicators</i>			
H.4.a Health and building code violations for housing and habitability per 1,000 population	4.7	18.8	- -

¥ (2010 Tracts: 176.01, 178.01, 178.02, 180, 607, 615)

§ (2000 Tracts: 176.01, 176.02, 178, 179.01, 180, 607)



<b>Ec. Economy</b>			
<i>Objectives and Indicators</i>	<i>San Francisco</i>	<i>CC</i>	<i>Performance</i>
<b>Ec.1 Increase high-quality employment opportunities for local residents</b>			
<i>Primary Indicators</i>			
Ec.1.a Jobs paying wages greater than or equal to the self-sufficiency wage	NA	NA	NA
Ec.1.b Proportion of residents who both live and work in San Francisco§	76%	70%	- -
Ec.1.c Jobs per square mile	11,519	67,385	+ +
<i>Secondary Indicators</i>			
Ec.1.d Proportion of job openings available to individuals without a college degree	NA	NA	NA
<b>Ec.2 Increase jobs that provide healthy, safe and meaningful work</b>			
<i>Primary Indicators</i>			
Ec.2.a Proportion of population covered by health insurance	88.3%	81.3% (PUMA 2203)	- -
Ec.2.b Occupational non-fatal injury rate by industry	NA	NA	NA
<i>Secondary Indicators</i>			
Ec.2.c Proportion of population receiving paid sick days benefits	100%	100%	+ +
<b>Ec.3 Increase equality in income and wealth</b>			
<i>Primary Indicators</i>			
Ec.3.a Income inequality (Gini coefficient)	0.51 (highest in CA)	NA	NA
Ec.3.b Geographic, ethnic, and annual variations in employment rates (% employed)§	93%	95%	-
Ec.3.c Proportion of population within 1/2 mile of a savings bank or credit union	81%	100%	+ +
Ec.3.d Minority and women owned Local Business Enterprises	813 (100%)	125 (15%)	●
<b>Ec.4 Protects and enhances natural resources and the environment</b>			
<i>Primary Indicators</i>			
Ec.4.a Distribution of green businesses	168 (100%)	14 (8%)	●

§ (2000 Tracts: 176.01, 176.02, 178, 179.01, 180, 607)

<b>D. Demographics</b>		
<i>Indicators</i>	<i>San Francisco</i>	<i>CC</i>
D.1 Population density (population per square mile)	17,081	18,231
D.2 Population by ethnicity		
<i>African American/ Black</i>	6%	7%
<i>Asian / Pacific Islander</i>	33%	40%
<i>Latino/a</i>	15%	8%
<i>Native American/ (non-Latino/a)</i>	0.2%	0.4%
<i>White (non-Latino/a) (non-Latino/a)</i>	42%	41%
<i>Multi-ethnic (non-Latino/a)</i>	3%	3%
<i>Other ethnicity (non-Latino/a) Alaska Native (non-Latino/a)</i>	0.3%	0.3%
D.3 Per capita and household median income§	Per capita: \$44,373 Household: \$70,040	Per capita: \$72,865 Household: \$82,578
D.4 Proportion living at or below 200% of the Census poverty threshold§	26%	31%
D.5 Average household size	2.4	1.6
D.6 Employment rate§	93%	95%
D.7 Proportion of residents, 1 year and older, who are still living in the same house as one year ago§	84%	71%
D.8 Percent of adults, 25 years and older, with a high school education or more§	86%	88%
D.9 Proportion of population that is foreign-born§	34%	37%
D.10 Householder marital status (% of all householders by partnership status)		
<i>Husband-wife married</i>	32%	23%
<i>Partnered (same and opposite sex)</i>	9%	10%
<i>Unpartnered</i>	59%	68%
D.11 Proportion of youth and seniors	Youth: 13.4% Seniors: 13.6%	Youth: 4.9% Seniors: 22.6%
D.12 Proportion of households with children under 18 years old	22%	8%
D.13 San Francisco home sales (average cost per square foot)*	\$590	\$691
D.14 Proportion of households that are linguistically isolated (% households in which all members age 14 years and over speak a non-English language and also speak English less than "very well")§	13%	15%
D.15 Cost of living by family type over time (Annual income needed for 1 adult, 2011)	\$30,286	NA
HH.1.g Homeless population (# of street homeless per 1,000 residents)	4	11 (District 6)

¥ (2010 Tracts: 176.01, 178.01, 178.02, 180, 607, 615)

§ (2000 Tracts: 176.01, 176.02, 178, 179.01, 180, 607)

\* (Zips: 94105, 94103, 94158)



<b>HO. Health Outcomes</b>			
<i>Indicators</i>	<i>San Francisco</i>	<i>CC</i>	<i>Performance</i>
HO.1 Asthma hospitalization rate per 10,000*	8.9	15.4	--
HO.2 Diabetes hospitalization rate per 10,000*	12.1	22.7	--
HO.3 Chronic obstructive pulmonary disease hospitalization rate per 10,000*	11.4	34.7	--
HO.4 Heart failure hospitalization rate per 10,000*	30.3	72	--
HO.5 Hospitalization rate for alcohol abuse per 10,000*	7.9	27.1	--
HO.6 Mental health hospitalization rate per 10,000*	NA	183.7	--
HO.7 Leading causes of death by age-adjusted death rates per 100,000 (#1 cause)	Ischemic heart disease	NA	NA
HO.8 Leading causes of death by years of life lost (#1 cause)	Ischemic heart disease	NA	NA
HO.9 Leading causes of death by years of life lost by zip code (#1 cause)*	Ischemic heart disease	HIV/AIDS (94103) Ischemic heart disease (94107)	NA
HO.10 Infant mortality rate	3.7	NA	NA
HO.11 Low birth weight births (% of live births that are low birth weight)*	7%	11%	--
HO.12 Percentage of mothers receiving prenatal care in first trimester*	87%	89%	-

\* (Zips: 94105, 94103, 94158)

# EXHIBIT G

## Addressing Climate Change at the Project Level California Attorney General's Office



Under the California Environmental Quality Act (CEQA), local agencies have a very important role to play in California's fight against global warming – one of the most serious environmental effects facing the State today. Local agencies can lead by example in undertaking their own projects, insuring that sustainability is considered at the earliest stages. Moreover, they can help shape private development. Where a project as proposed will have significant global warming related effects, local agencies can require feasible changes or alternatives, and impose enforceable, verifiable, feasible mitigation to substantially lessen those effects. By the sum of their actions and decisions, local agencies will help to move the State away from “business as usual” and toward a low-carbon future.

Included in this document are various measures that may reduce the global warming related impacts at the individual project level. (For more information on actions that local governments can take at the program and general plan level, please visit the Attorney General's webpage, “CEQA, Global Warming, and General Plans” at <http://ag.ca.gov/globalwarming/ceqa/generalplans.php>.)

As appropriate, the measures can be included as design features of a project, required as changes to the project, or imposed as mitigation (whether undertaken directly by the project proponent or funded by mitigation fees). The measures set forth in this package are examples; the list is not intended to be exhaustive. Moreover, the measures cited may not be appropriate for every project. The decision of whether to approve a project – as proposed or with required changes or mitigation – is for the local agency, exercising its informed judgment in compliance with the law and balancing a variety of public objectives.

### **Mitigation Measures by Category**

#### **Energy Efficiency**

Incorporate green building practices and design elements.	<p>The California Department of Housing and Community Development's Green Building &amp; Sustainability Resources handbook provides extensive links to green building resources. The handbook is available at <a href="http://www.hcd.ca.gov/hpd/green_build.pdf">http://www.hcd.ca.gov/hpd/green_build.pdf</a>.</p> <p>The American Institute of Architects (AIA) has compiled fifty readily available strategies for reducing fossil fuel use in buildings by fifty percent. AIA “50 to 50” plan is presented in both guidebook and wiki format at <a href="http://wiki.aia.org/Wiki%20Pages/Home.aspx">http://wiki.aia.org/Wiki%20Pages/Home.aspx</a>.</p>
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<p>Meet recognized green building and energy efficiency benchmarks.</p>	<p>For example, an ENERGY STAR-qualified building uses less energy, is less expensive to operate, and causes fewer greenhouse gas emissions than comparable, conventional buildings.  <a href="http://www.energystar.gov/index.cfm?c=business.bus_index">http://www.energystar.gov/index.cfm?c=business.bus_index</a>.</p> <p>California has over 1600 ENERGY STAR-qualified school, commercial and industrial buildings. View U.S. EPA's list of Energy Star non-residential buildings at  <a href="http://www.energystar.gov/index.cfm?fuseaction=labeled_buildings locator">http://www.energystar.gov/index.cfm?fuseaction=labeled_buildings locator</a>. Los Angeles and San Francisco top the list of U.S. cities with the most ENERGY STAR non-residential buildings.  <a href="http://www.energystar.gov/ia/business/downloads/2008_Top_25_cities_chart.pdf">http://www.energystar.gov/ia/business/downloads/2008_Top_25_cities_chart.pdf</a>.</p> <p>Qualified ENERGY STAR homes must surpass the state's Title 24 energy efficiency building code by at least 15%. Los Angeles, Sacramento, San Diego, and San Francisco-Oakland are among the top 20 markets for ENERGY STAR homes nationwide.  <a href="http://www.energystar.gov/ia/new_homes/mil_homes/top_20_markets.html">http://www.energystar.gov/ia/new_homes/mil_homes/top_20_markets.html</a>. Builders of ENERGY STAR homes can be more competitive in a tight market by providing a higher quality, more desirable product. See <a href="http://www.energystar.gov/ia/partners/manuf_res/Horton.pdf">http://www.energystar.gov/ia/partners/manuf_res/Horton.pdf</a>.</p> <p>There are a variety of private and non-profit green building certification programs in use in the U.S. See U.S. EPA's Green Building / Frequently Asked Questions website, <a href="http://www.epa.gov/greenbuilding/pubs/faqs.htm">http://www.epa.gov/greenbuilding/pubs/faqs.htm</a>.</p> <p>Public-Private Partnership for Advancing Housing Technology maintains a list of national and state Green Building Certification Programs for housing. See <a href="http://www.pathnet.org/sp.asp?id=20978">http://www.pathnet.org/sp.asp?id=20978</a>. These include the national Leadership in Energy and Environmental Design (LEED) program, and, at the state level, Build it Green's GreenPoint Rated system and the California Green Builder program.</p> <p>Other organizations may provide other relevant benchmarks.</p>
<p>Install energy efficient lighting (e.g., light emitting diodes (LEDs)), heating and cooling systems, appliances, equipment, and control systems.</p>	<p>Information about ENERGY STAR-certified products in over 60 categories is available at <a href="http://www.energystar.gov/index.cfm?fuseaction=find_a_product">http://www.energystar.gov/index.cfm?fuseaction=find_a_product</a>.</p> <p>The California Energy Commission maintains a database of all appliances meeting either federal efficiency standards or, where there are no federal efficiency standards, California's appliance efficiency standards. See <a href="http://www.appliances.energy.ca.gov/">http://www.appliances.energy.ca.gov/</a>.</p> <p>The Electronic Product Environmental Assessment Tool (EPEAT) ranks computer products based on a set of environmental criteria, including energy efficiency. See <a href="http://www.epeat.net/AboutEPEAT.aspx">http://www.epeat.net/AboutEPEAT.aspx</a>.</p> <p>The nonprofit American Council for an Energy Efficient Economy maintains an Online Guide to Energy Efficient Commercial Equipment, available at <a href="http://www.aceee.org/ogeece/ch1_index.htm">http://www.aceee.org/ogeece/ch1_index.htm</a>.</p> <p>Utilities offer many incentives for efficient appliances, lighting, heating and cooling. To search for available residential and commercial incentives, visit Flex Your Power's website at <a href="http://www.fypower.org/">http://www.fypower.org/</a>.</p>

Use passive solar design, e.g., orient buildings and incorporate landscaping to maximize passive solar heating during cool seasons, minimize solar heat gain during hot seasons, and enhance natural ventilation. Design buildings to take advantage of sunlight.	<p>See U.S. Department of Energy, Passive Solar Design (website) <a href="http://www.energysavers.gov/your_home/designing_remodeling/index.cfm/mytopic=10250">http://www.energysavers.gov/your_home/designing_remodeling/index.cfm/mytopic=10250</a>.</p> <p>See also California Energy Commission, Consumer Energy Center, Passive Solar Design (website) <a href="http://www.consumerenergycenter.org/home/construction/solardesign/index.html">http://www.consumerenergycenter.org/home/construction/solardesign/index.html</a>.</p> <p>Lawrence Berkeley National Laboratories' Building Technologies Department is working to develop innovative building construction and design techniques. Information and publications on energy efficient buildings, including lighting, windows, and daylighting strategies, are available at the Department's website at <a href="http://btech.lbl.gov">http://btech.lbl.gov</a>.</p>
Install light colored "cool" roofs and cool pavements.	<p>A white or light colored roof can reduce surface temperatures by up to 100 degrees Fahrenheit, which also reduces the heat transferred into the building below. This can reduce the building's cooling costs, save energy and reduce associated greenhouse gas emissions, and extend the life of the roof. Cool roofs can also reduce the temperature of surrounding areas, which can improve local air quality. See California Energy Commission, Consumer Energy Center, Cool Roofs (webpage) at <a href="http://www.consumerenergycenter.org/coolroof/">http://www.consumerenergycenter.org/coolroof/</a>.</p> <p>See also Lawrence Berkeley National Laboratories, Heat Island Group (webpage) at <a href="http://eetd.lbl.gov/HeatIsland/">http://eetd.lbl.gov/HeatIsland/</a>.</p>
Install efficient lighting, (including LEDs) for traffic, street and other outdoor lighting.	<p>LED lighting is substantially more energy efficient than conventional lighting and can save money. See <a href="http://www.energy.ca.gov/efficiency/partnership/case_studies/TechAsstCity.pdf">http://www.energy.ca.gov/efficiency/partnership/case_studies/TechAsstCity.pdf</a> (noting that installing LED traffic signals saved the City of Westlake about \$34,000 per year).</p> <p>As of 2005, only about a quarter of California's cities and counties were using 100% LEDs in traffic signals. See California Energy Commission (CEC), Light Emitting Diode Traffic Signal Survey (2005) at p. 15, available at <a href="http://www.energy.ca.gov/2005publications/CEC_400_2005_003/CEC_400_2005_003.PDF">http://www.energy.ca.gov/2005publications/CEC_400_2005_003/CEC_400_2005_003.PDF</a>.</p> <p>The California Energy Commission's Energy Partnership Program can help local governments take advantage of energy saving technology, including, but not limited to, LED traffic signals. See <a href="http://www.energy.ca.gov/efficiency/partnership/">http://www.energy.ca.gov/efficiency/partnership/</a>.</p>
Reduce unnecessary outdoor lighting.	<p>See California Energy Commission, Reduction of Outdoor Lighting (webpage) at <a href="http://www.energy.ca.gov/efficiency/lighting/outdoor_reduction.html">http://www.energy.ca.gov/efficiency/lighting/outdoor_reduction.html</a>.</p>

Use automatic covers, efficient pumps and motors, and solar heating for pools and spas.	<p>During the summer, a traditional backyard California pool can use enough energy to power an entire home for three months. Efficiency measures can substantially reduce this waste of energy and money. See California Energy Commission, Consumer Energy Center, Pools and Spas (webpage) at <a href="http://www.consumerenergycenter.org/home/outside/pools_spas.html">http://www.consumerenergycenter.org/home/outside/pools_spas.html</a>.</p> <p>See also Sacramento Municipal Utilities District, Pool and Spa Efficiency Program (webpage) at <a href="http://www.smud.org/en/residential/saving-energy/Pages/poolspa.aspx">http://www.smud.org/en/residential/saving-energy/Pages/poolspa.aspx</a>.</p>
Provide education on energy efficiency to residents, customers and/or tenants.	<p>Many cities and counties provide energy efficiency education. See, for example, the City of Stockton's Energy Efficiency website at <a href="http://www.stocktongov.com/energysaving/index.cfm">http://www.stocktongov.com/energysaving/index.cfm</a>. See also "Green County San Bernardino," <a href="http://www.greencountysb.com">http://www.greencountysb.com</a> at pp. 4-6.</p> <p>Businesses and development projects may also provide education. For example, a homeowners' association (HOA) could provide information to residents on energy-efficient mortgages and energy saving measures. See The Villas of Calvera Hills, Easy Energy Saving Tips to Help Save Electricity at <a href="http://www.thevillashoa.org/green/energy/">http://www.thevillashoa.org/green/energy/</a>. An HOA might also consider providing energy audits to its residents on a regular basis.</p>

## Renewable Energy and Energy Storage

Meet "reach" goals for building energy efficiency and renewable energy use.	<p>A "zero net energy" building combines building energy efficiency and renewable energy generation so that, on an annual basis, any purchases of electricity or natural gas are offset by clean, renewable energy generation, either on-site or nearby. Both the California Energy Commission (CEC) and the California Public Utilities Commission (CPUC) have stated that residential buildings should be zero net energy by 2020, and commercial buildings by 2030. See CEC, 2009 Integrated Energy Policy Report (Dec. 2009) at p. 226, available at <a href="http://www.energy.ca.gov/2009publications/CEC-100-2009-003/CEC-100-2009-003-CMF.PDF">http://www.energy.ca.gov/2009publications/CEC-100-2009-003/CEC-100-2009-003-CMF.PDF</a>; CPUC, Long Term Energy Efficiency Strategic Plan (Sept. 2008), available at <a href="http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/eesp/">http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/eesp/</a>.</p>
Install solar, wind, and geothermal power systems and solar hot water heaters.	<p>The California Public Utilities Commission (CPUC) approved the California Solar Initiative on January 12, 2006. The initiative creates a \$3.3 billion, ten-year program to install solar panels on one million roofs in the State. Visit the one-stop GoSolar website at <a href="http://www.gosolarcalifornia.org/">http://www.gosolarcalifornia.org/</a>. As mitigation, a developer could, for example, agree to participate in the New Solar Homes program. See <a href="http://www.gosolarcalifornia.org/builders/index.html">http://www.gosolarcalifornia.org/builders/index.html</a>.</p> <p>The CPUC is in the process of establishing a program to provide solar water heating incentives under the California Solar Initiative. For more information, visit the CPUC's website at <a href="http://www.cpuc.ca.gov/puc/energy/solar/swh.htm">http://www.cpuc.ca.gov/puc/energy/solar/swh.htm</a>.</p> <p>To search for available residential and commercial renewable energy incentives, visit Flex Your Power's website at <a href="http://www.fypower.org/">http://www.fypower.org/</a>.</p>

<p>Install solar panels on unused roof and ground space and over carports and parking areas.</p>	<p>In 2008 Southern California Edison (SCE) launched the nation's largest installation of photovoltaic power generation modules. The utility plans to cover 65 million square feet of unused commercial rooftops with 250 megawatts of solar technology – generating enough energy to meet the needs of approximately 162,000 homes. Learn more about SCE's Solar Rooftop Program at <a href="http://www.sce.com/solarleadership/solar-rooftop-program/general-faq.htm">http://www.sce.com/solarleadership/solar-rooftop-program/general-faq.htm</a>.</p> <p>In 2009, Walmart announced its commitment to expand the company's solar power program in California. The company plans to add solar panels on 10 to 20 additional Walmart facilities in the near term. These new systems will be in addition to the 18 solar arrays currently installed at Walmart facilities in California. See <a href="http://walmartstores.com/FactsNews/NewsRoom/9091.aspx">http://walmartstores.com/FactsNews/NewsRoom/9091.aspx</a>.</p> <p>Alameda County has installed two solar tracking carports, each generating 250 kilowatts. By 2005, the County had installed eight photovoltaic systems totaling over 2.3 megawatts. The County is able to meet 6 percent of its electricity needs through solar power. See <a href="http://www.acgov.org/gsa/Alameda%20County%20-%20Solar%20Case%20Study.pdf">http://www.acgov.org/gsa/Alameda%20County%20-%20Solar%20Case%20Study.pdf</a>.</p> <p>In 2007, California State University, Fresno installed a 1.1-megawatt photovoltaic (PV)-paneled parking installation. The University expects to save more than \$13 million in avoided utility costs over the project's 30-year lifespan. <a href="http://www.fresnostatenews.com/2007/11/solarwrapup2.htm">http://www.fresnostatenews.com/2007/11/solarwrapup2.htm</a>.</p>
<p>Where solar systems cannot feasibly be incorporated into the project at the outset, build "solar ready" structures.</p>	<p>U.S. Department of Energy, A Homebuilder's Guide to Going Solar (brochure) (2008), available at <a href="http://www.eere.energy.gov/solar/pdfs/43076.pdf">http://www.eere.energy.gov/solar/pdfs/43076.pdf</a>.</p>
<p>Incorporate wind and solar energy systems into agricultural projects where appropriate.</p>	<p>Wind energy can be a valuable crop for farmers and ranchers. Wind turbines can generate energy to be used on-site, reducing electricity bills, or they can yield lease revenues (as much as \$4000 per turbine per year). Wind turbines generally are compatible with rural land uses, since crops can be grown and livestock can be grazed up to the base of the turbine. See National Renewable Energy Laboratory, Wind Powering America Fact Sheet Series, Wind Energy Benefits, available at <a href="http://www.nrel.gov/docs/fy05osti/37602.pdf">http://www.nrel.gov/docs/fy05osti/37602.pdf</a>.</p> <p>Solar PV is not just for urban rooftops. For example, the Scott Brothers' dairy in San Jacinto, California, has installed a 55-kilowatt solar array on its commodity barn, with plans to do more in the coming years. See <a href="http://www.dairyherd.com/directories.asp?pgID=724&amp;ed_id=8409">http://www.dairyherd.com/directories.asp?pgID=724&amp;ed_id=8409</a> (additional California examples are included in article.)</p>



<p>Include energy storage where appropriate to optimize renewable energy generation systems and avoid peak energy use.</p>	<p>See National Renewable Energy Laboratory, Energy Storage Basics (webpage) at <a href="http://www.nrel.gov/learning/eds_energy_storage.html">http://www.nrel.gov/learning/eds_energy_storage.html</a>.</p> <p>California Energy Storage Alliance (webpage) at <a href="http://storagealliance.org/about.html">http://storagealliance.org/about.html</a>.</p> <p>Storage is not just for large, utility scale projects, but can be part of smaller industrial, commercial and residential projects. For example, Ice Storage Air Conditioning (ISAC) systems, designed for residential and nonresidential buildings, produce ice at night and use it during peak periods for cooling. See California Energy Commission, Staff Report, Ice Storage Air Conditioners, Compliance Options Application (May 2006), available at <a href="http://www.energy.ca.gov/2006publications/CEC-400-2006-006/CEC-400-2006-006-SF.PDF">http://www.energy.ca.gov/2006publications/CEC-400-2006-006/CEC-400-2006-006-SF.PDF</a>.</p>
<p>Use on-site generated biogas, including methane, in appropriate applications.</p>	<p>At the Hilarides Dairy in Lindsay, California, an anaerobic-lagoon digester processes the run-off of nearly 10,000 cows, generating 226,000 cubic feet of biogas per day and enough fuel to run two heavy duty trucks. This has reduced the dairy's diesel consumption by 650 gallons a day, saving the dairy money and improving local air quality. See <a href="http://www.arb.ca.gov/newsrel/nr021109b.htm">http://www.arb.ca.gov/newsrel/nr021109b.htm</a>; see also Public Interest Energy Research Program, Dairy Power Production Program, Dairy Methane Digester System, 90-Day Evaluation Report, Eden Vale Dairy (Dec. 2006) at <a href="http://www.energy.ca.gov/2006publications/CEC_500_2006_083/CEC_500_2006_083.PDF">http://www.energy.ca.gov/2006publications/CEC_500_2006_083/CEC_500_2006_083.PDF</a>.</p> <p>Landfill gas is a current and potential source of substantial energy in California. See Tom Frankiewicz, Program Manager, U.S. EPA Landfill Methane Outreach Program, Landfill Gas Energy Potential in California, available at <a href="http://www.energy.ca.gov/2009_energy/policy/documents/2009-04-21_workshop/presentations/05-SCS_Engineers_Presentation.pdf">http://www.energy.ca.gov/2009_energy/policy/documents/2009-04-21_workshop/presentations/05-SCS_Engineers_Presentation.pdf</a>.</p> <p>There are many current and emerging technologies for converting landfill methane that would otherwise be released as a greenhouse gas into clean energy. See California Integrated Waste Management Board, Emerging Technologies, Landfill Gas-to-Energy (webpage) at <a href="http://www.ciwmb.ca.gov/LEACentral/TechServices/EmergingTech/default.htm">http://www.ciwmb.ca.gov/LEACentral/TechServices/EmergingTech/default.htm</a>.</p>



<p>Use combined heat and power (CHP) in appropriate applications.</p>	<p>Many commercial, industrial, and campus-type facilities (such as hospitals, universities and prisons) use fuel to produce steam and heat for their own operations and processes. Unless captured, much of this heat is wasted. CHP captures waste heat and re-uses it, e.g., for residential or commercial space heating or to generate electricity. See U.S. EPA, Catalog of CHP Technologies at <a href="http://www.epa.gov/chp/documents/catalog_of_%20chp_tech_entire.pdf">http://www.epa.gov/chp/documents/catalog_of_%20chp_tech_entire.pdf</a> and California Energy Commission, Distributed Energy Resource Guide, Combined Heat and Power (webpage) at <a href="http://www.energy.ca.gov/distgen/equipment/chp/chp.html">http://www.energy.ca.gov/distgen/equipment/chp/chp.html</a>.</p> <p>The average efficiency of fossil-fueled power plants in the United States is 33 percent. By using waste heat recovery technology, CHP systems typically achieve total system efficiencies of 60 to 80 percent. CHP can also substantially reduce emissions of carbon dioxide. <a href="http://www.epa.gov/chp/basic/efficiency.html">http://www.epa.gov/chp/basic/efficiency.html</a>.</p> <p>Currently, CHP in California has a capacity of over 9 million kilowatts. See list of California CHP facilities at <a href="http://www.eea-inc.com/chpdata/States/CA.html">http://www.eea-inc.com/chpdata/States/CA.html</a>.</p> <p>The Waste Heat and Carbon Emissions Reduction Act (Assembly Bill 1613 (2007), amended by Assembly Bill 2791 (2008)) is designed to encourage the development of new CHP systems in California with a generating capacity of not more than 20 megawatts. Among other things, the Act requires the California Public Utilities Commission to establish (1) a standard tariff allowing CHP generators to sell electricity for delivery to the grid and (2) a "pay as you save" pilot program requiring electricity corporations to finance the installation of qualifying CHP systems by nonprofit and government entities. For more information, see <a href="http://www.energy.ca.gov/wasteheat/">http://www.energy.ca.gov/wasteheat/</a>.</p>
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## Water Conservation and Efficiency

<p>Incorporate water-reducing features into building and landscape design.</p>	<p>According to the California Energy Commission, water-related energy use – which includes conveyance, storage, treatment, distribution, wastewater collection, treatment, and discharge – consumes about 19 percent of the State's electricity, 30 percent of its natural gas, and 88 billion gallons of diesel fuel every year. See <a href="http://www.energy.ca.gov/2007publications/CEC_999_2007_008/CEC_999_2007_008.PDF">http://www.energy.ca.gov/2007publications/CEC_999_2007_008/CEC_999_2007_008.PDF</a>. Reducing water use and improving water efficiency can help reduce energy use and greenhouse gas emissions.</p>
<p>Create water-efficient landscapes.</p>	<p>The California Department of Water Resources' updated Model Water Efficient Landscape Ordinance (Sept. 2009) is available at <a href="http://www.water.ca.gov/wateruseefficiency/landscapeordinance/technical.cfm">http://www.water.ca.gov/wateruseefficiency/landscapeordinance/technical.cfm</a>.</p> <p>A landscape can be designed from the beginning to use little or no water, and to generate little or no waste. See California Integrated Waste Management Board, Xeriscaping (webpage) at <a href="http://www.ciwmb.ca.gov/organics/Xeriscaping/">http://www.ciwmb.ca.gov/organics/Xeriscaping/</a>.</p>

<p>Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls and use water-efficient irrigation methods.</p>	<p>U.S. Department of Energy, Best Management Practice: Water-Efficient Irrigation (webpage) at <a href="http://www1.eere.energy.gov/femp/program/waterefficiency_bmp5.html">http://www1.eere.energy.gov/femp/program/waterefficiency_bmp5.html</a>.</p> <p>California Department of Water Resources, Landscape Water Use Efficiency (webpage) at <a href="http://www.water.ca.gov/wateruseefficiency/landscape/">http://www.water.ca.gov/wateruseefficiency/landscape/</a>.</p> <p>Pacific Institute, More with Less: Agricultural Water Conservation and Efficiency in California (2008), available at <a href="http://www.pacinst.org/reports/more_with_less_delta/index.htm">http://www.pacinst.org/reports/more_with_less_delta/index.htm</a>.</p>
<p>Make effective use of graywater. (Graywater is untreated household waste water from bathtubs, showers, bathroom wash basins, and water from clothes washing machines. Graywater to be used for landscape irrigation.)</p>	<p>California Building Standards Commission, 2008 California Green Building Standards Code, Section 604, pp. 31-32, available at <a href="http://www.documents.dgs.ca.gov/bsc/2009/part11_2008_calgreen_code.pdf">http://www.documents.dgs.ca.gov/bsc/2009/part11_2008_calgreen_code.pdf</a>.</p> <p>California Department of Water Resources, Dual Plumbing Code (webpage) at <a href="http://www.water.ca.gov/recycling/DualPlumbingCode/">http://www.water.ca.gov/recycling/DualPlumbingCode/</a>.</p> <p>See also Ahwahnee Water Principles, Principle 6, at <a href="http://www.lgc.org/ahwahnee/h2o_principles.html">http://www.lgc.org/ahwahnee/h2o_principles.html</a>. The Ahwahnee Water Principles have been adopted by City of Willits, Town of Windsor, Menlo Park, Morgan Hill, Palo Alto, Petaluma, Port Hueneme, Richmond, Rohnert Park, Rolling Hills Estates, San Luis Obispo, Santa Paula, Santa Rosa, City of Sunnyvale, City of Ukiah, Ventura, Marin County, Marin Municipal Water District, and Ventura County.</p>
<p>Implement low-impact development practices that maintain the existing hydrology of the site to manage storm water and protect the environment.</p>	<p>Retaining storm water runoff on-site can drastically reduce the need for energy-intensive imported water at the site. See U.S. EPA, Low Impact Development (webpage) at <a href="http://www.epa.gov/nps/lid/">http://www.epa.gov/nps/lid/</a>.</p> <p>Office of Environmental Health Hazard Assessment and the California Water and Land Use Partnership, Low Impact Development at <a href="http://www.coastal.ca.gov/nps/lid-factsheet.pdf">http://www.coastal.ca.gov/nps/lid-factsheet.pdf</a>.</p>
<p>Devise a comprehensive water conservation strategy appropriate for the project and location.</p>	<p>The strategy may include many of the specific items listed above, plus other innovative measures that are appropriate to the specific project.</p>
<p>Design buildings to be water-efficient. Install water-efficient fixtures and appliances.</p>	<p>Department of General Services, Best Practices Manual, Water-Efficient Fixtures and Appliances (website) at <a href="http://www.green.ca.gov/EPP/building/SaveH2O.htm">http://www.green.ca.gov/EPP/building/SaveH2O.htm</a>.</p> <p>Many ENERGY STAR products have achieved their certification because of water efficiency. See California Energy Commission's database, available at <a href="http://www.appliances.energy.ca.gov/">http://www.appliances.energy.ca.gov/</a>.</p>

Offset water demand from new projects so that there is no net increase in water use.	For example, the City of Lompoc has a policy requiring new development to offset new water demand with savings from existing water users. See <a href="http://www.cityoflompoc.com/utilities/pdf/2005_uwmp_final.pdf">http://www.cityoflompoc.com/utilities/pdf/2005_uwmp_final.pdf</a> at p. 29.
Provide education about water conservation and available programs and incentives.	See, for example, the City of Santa Cruz, Water Conservation Office at <a href="http://www.ci.santa-cruz.ca.us/index.aspx?page=395">http://www.ci.santa-cruz.ca.us/index.aspx?page=395</a> ; Santa Clara Valley Water District, Water Conservation at <a href="http://www.valleywater.org/conservation/index.shtm">http://www.valleywater.org/conservation/index.shtm</a> ; and Metropolitan Water District and the Family of Southern California Water Agencies, Be Water Wise at <a href="http://www.bewaterwise.com">http://www.bewaterwise.com</a> . Private projects may provide or fund similar education.

## Solid Waste Measures

Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard).	Construction and demolition materials account for almost 22 percent of the waste stream in California. Reusing and recycling these materials not only conserves natural resources and energy, but can also save money. For a list of best practices and other resources, see California Integrated Waste Management Board, Construction and Demolition Debris Recycling (webpage) at <a href="http://www.ciwmb.ca.gov/condemo/">http://www.ciwmb.ca.gov/condemo/</a> .
Integrate reuse and recycling into residential industrial, institutional and commercial projects.	<p>Tips on developing a successful recycling program, and opportunities for cost-effective recycling, are available on the California Integrated Waste Management Board's Zero Waste California website. See <a href="http://zerowaste.ca.gov/">http://zerowaste.ca.gov/</a>.</p> <p>The Institute for Local Government's Waste Reduction &amp; Recycling webpage contains examples of "best practices" for reducing greenhouse gas emissions, organized around waste reduction and recycling goals and additional examples and resources. See <a href="http://www.ca-ilg.org/wastereduction">http://www.ca-ilg.org/wastereduction</a>.</p>
Provide easy and convenient recycling opportunities for residents, the public, and tenant businesses.	Tips on developing a successful recycling program, and opportunities for cost effective recycling, are available on the California Integrated Waste Management Board's Zero Waste California website. See <a href="http://zerowaste.ca.gov/">http://zerowaste.ca.gov/</a> .
Provide education and publicity about reducing waste and available recycling services.	<p>Many cities and counties provide information on waste reduction and recycling. See, for example, the Butte County Guide to Recycling at <a href="http://www.recyclebutte.net">http://www.recyclebutte.net</a>.</p> <p>The California Integrated Waste Management Board's website contains numerous publications on recycling and waste reduction that may be helpful in devising an education project. See <a href="http://www.ciwmb.ca.gov/Publications/default.asp?cat=13">http://www.ciwmb.ca.gov/Publications/default.asp?cat=13</a>. Private projects may also provide waste and recycling education directly, or fund education.</p>

## Land Use Measures

<p>Ensure consistency with “smart growth” principles – mixed-use, infill, and higher density projects that provide alternatives to individual vehicle travel and promote the efficient delivery of services and goods.</p>	<p>U.S. EPA maintains an extensive Smart Growth webpage with links to examples, literature and technical assistance, and financial resources. See <a href="http://www.epa.gov/smartgrowth/index.htm">http://www.epa.gov/smartgrowth/index.htm</a>.</p> <p>The National Oceanic and Atmospheric Administration’s webpage provides smart growth recommendations for communities located near water. See Coastal &amp; Waterfront Smart Growth (webpage) at <a href="http://coastalsmartgrowth.noaa.gov/">http://coastalsmartgrowth.noaa.gov/</a>. The webpage includes case studies from California.</p> <p>The California Energy Commission has recognized the important role that land use can play in meeting our greenhouse gas and energy efficiency goals. The agency’s website, Smart Growth &amp; Land Use Planning, contains useful information and links to relevant studies, reports, and other resources. See <a href="http://www.energy.ca.gov/landuse/">http://www.energy.ca.gov/landuse/</a>.</p> <p>The Metropolitan Transportation Commission’s webpage, Smart Growth / Transportation for Livable Communities, includes resources that may be useful to communities in the San Francisco Bay Area and beyond. See <a href="http://www.mtc.ca.gov/planning/smart_growth/">http://www.mtc.ca.gov/planning/smart_growth/</a>.</p> <p>The Sacramento Area Council of Governments (SACOG) has published examples of smart growth in action in its region. See Examples from the Sacramento Region of the Seven Principles of Smart Growth / Better Ways to Grow, available at <a href="http://www.sacog.org/regional/funding/betterways.pdf">http://www.sacog.org/regional/funding/betterways.pdf</a>.</p>
<p>Meet recognized “smart growth” benchmarks.</p>	<p>For example, the LEED for Neighborhood Development (LEED-ND) rating system integrates the principles of smart growth, urbanism and green building into the first national system for neighborhood design. LEED-ND is a collaboration among the U.S. Green Building Council, Congress for the New Urbanism, and the Natural Resources Defense Council. For more information, see <a href="http://www.usgbc.org/DisplayPage.aspx?CMSPageID=148">http://www.usgbc.org/DisplayPage.aspx?CMSPageID=148</a>.</p>
<p>Educate the public about the many benefits of well-designed, higher density development.</p>	<p>See, for example, U.S. EPA, Growing Smarter, Living Healthier: A Guide to Smart Growth and Active Aging (webpage), discussing how compact, walkable communities can provide benefits to seniors. See <a href="http://www.epa.gov/aging/bhc/guide/index.html">http://www.epa.gov/aging/bhc/guide/index.html</a>.</p> <p>U.S. EPA, Environmental Benefits of Smart Growth (webpage) at <a href="http://www.epa.gov/dced/topics/eb.htm">http://www.epa.gov/dced/topics/eb.htm</a> (noting local air and water quality improvements).</p> <p>Centers for Disease Control and Prevention (CDC), Designing and Building Healthy Places (webpage), at <a href="http://www.cdc.gov/healthyplaces/">http://www.cdc.gov/healthyplaces/</a>. The CDC’s website discusses the links between walkable communities and public health and includes numerous links to educational materials.</p> <p>California Department of Housing and Community Development, Myths and Facts About Affordable and High Density Housing (2002), available at <a href="http://www.hcd.ca.gov/hpd/mythsnfacts.pdf">http://www.hcd.ca.gov/hpd/mythsnfacts.pdf</a>.</p>

<p>Incorporate public transit into the project's design.</p>	<p>Federal Transit Administration, Transit-Oriented Development (TOD) (webpage) at <a href="http://www.fta.dot.gov/planning/planning_environment_6932.html">http://www.fta.dot.gov/planning/planning_environment_6932.html</a> (describing the benefits of TOD as “social, environmental, and fiscal.”)</p> <p>California Department of Transportation (Caltrans), Statewide Transit-Oriented Development Study: Factors for Success in California (2002), available at <a href="http://transitorienteddevelopment.dot.ca.gov/miscellaneous/StatewideTOD.htm">http://transitorienteddevelopment.dot.ca.gov/miscellaneous/StatewideTOD.htm</a></p> <p>Caltrans, California Transit-Oriented Development Searchable Database (includes detailed information on numerous TODs), available at <a href="http://transitorienteddevelopment.dot.ca.gov/miscellaneous/NewHome.jsp">http://transitorienteddevelopment.dot.ca.gov/miscellaneous/NewHome.jsp</a>.</p> <p>California Department of Housing and Community Development, Transit Oriented Development (TOD) Resources (Aug. 2009), available at <a href="http://www.hcd.ca.gov/hpd/tod.pdf">http://www.hcd.ca.gov/hpd/tod.pdf</a>.</p>
<p>Preserve and create open space and parks. Preserve existing trees, and plant replacement trees at a set ratio.</p>	<p>U.S. EPA, Smart Growth and Open Space Conservation (webpage) at <a href="http://www.epa.gov/dced/openspace.htm">http://www.epa.gov/dced/openspace.htm</a>.</p>
<p>Develop “brownfields” and other underused or defunct properties near existing public transportation and jobs.</p>	<p>U.S. EPA, Smart Growth and Brownfields (webpage) at <a href="http://www.epa.gov/dced/brownfields.htm">http://www.epa.gov/dced/brownfields.htm</a>.</p> <p>For example, as set forth in the Local Government Commission’s case study, the Town of Hercules, California reclaimed a 426-acre brownfield site, transforming it into a transit-friendly, walkable neighborhood. See <a href="http://www.lgc.org/freepub/docs/community_design/fact_sheets/er_case_studies.pdf">http://www.lgc.org/freepub/docs/community_design/fact_sheets/er_case_studies.pdf</a>.</p> <p>For financial resources that can assist in brownfield development, see Center for Creative Land Recycling, Financial Resources for California Brownfields (July 2008), available at <a href="http://www.cclr.org/media/publications/8-Financial_Resources_2008.pdf">http://www.cclr.org/media/publications/8-Financial_Resources_2008.pdf</a>.</p>
<p>Include pedestrian and bicycle facilities within projects and ensure that existing non-motorized routes are maintained and enhanced.</p>	<p>See U.S. Department of Transportation, Federal Highway Administration, Bicycle and Pedestrian Program (webpage) at <a href="http://www.fhwa.dot.gov/environment/bikeped/">http://www.fhwa.dot.gov/environment/bikeped/</a>.</p> <p>Caltrans, Pedestrian and Bicycle Facilities in California / A Technical Reference and Technology Transfer Synthesis for Caltrans Planners and Engineers (July 2005), available at <a href="http://www.dot.ca.gov/hq/traffops/survey/pedestrian/TR_MAY0405.pdf">http://www.dot.ca.gov/hq/traffops/survey/pedestrian/TR_MAY0405.pdf</a>. This reference includes standard and innovative practices for pedestrian facilities and traffic calming.</p>

## Transportation and Motor Vehicles

<p>Meet an identified transportation-related benchmark.</p>	<p>A logical benchmark might be related to vehicles miles traveled (VMT), e.g., average VMT per capita, per household, or per employee. As the California Energy Commission has noted, VMT by California residents increased “a rate of more than 3 percent a year between 1975 and 2004, markedly faster than the population growth rate over the same period, which was less than 2 percent. This increase in VMT correlates to an increase in petroleum use and GHG production and has led to the transportation sector being responsible for 41 percent of the state’s GHG emissions in 2004.” CEC, <i>The Role of Land Use in Meeting California’s Energy and Climate Change Goals</i> (Aug. 2007) at p. 9, available at <a href="http://www.energy.ca.gov/2007publications/CEC-600-2007-008/CEC-600-2007-008-SF.PDF">http://www.energy.ca.gov/2007publications/CEC-600-2007-008/CEC-600-2007-008-SF.PDF</a>.</p> <p>Even with regulations designed to increase vehicle efficiency and lower the carbon content of fuel, “reduced VMT growth will be required to meet GHG reductions goals.” <i>Id.</i> at p. 18.</p>
<p>Adopt a comprehensive parking policy that discourages private vehicle use and encourages the use of alternative transportation.</p>	<p>For example, reduce parking for private vehicles while increasing options for alternative transportation; eliminate minimum parking requirements for new buildings; “unbundle” parking (require that parking is paid for separately and is not included in rent for residential or commercial space); and set appropriate pricing for parking.</p> <p>See U.S. EPA, <i>Parking Spaces / Community Places, Finding the Balance Through Smart Growth Solutions</i> (Jan. 2006), available at <a href="http://www.epa.gov/dced/pdf/EPAParkingSpaces06.pdf">http://www.epa.gov/dced/pdf/EPAParkingSpaces06.pdf</a>.</p> <p>Reforming Parking Policies to Support Smart Growth, Metropolitan Transportation Commission (June 2007) at <a href="http://www.mtc.ca.gov/planning/smart_growth/parking_seminar/ToolboxHandbook.pdf">http://www.mtc.ca.gov/planning/smart_growth/parking_seminar/ToolboxHandbook.pdf</a>.</p> <p>See also the City of Ventura’s Downtown Parking and Mobility Plan, available at <a href="http://www.cityofventura.net/community_development/resources/mobility_parking_plan.pdf">http://www.cityofventura.net/community_development/resources/mobility_parking_plan.pdf</a>, and Ventura’s Downtown Parking Management Program, available at <a href="http://www.ci.ventura.ca.us/depts/comm_dev/downtownplan/chapters.asp">http://www.ci.ventura.ca.us/depts/comm_dev/downtownplan/chapters.asp</a>.</p>
<p>Build or fund a major transit stop within or near the development.</p>	<p>“Major transit stop’ means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.” (Pub. Res. Code, § 21064.3.)</p> <p>Transit Oriented Development (TOD) is a moderate to higher density development located within an easy walk of a major transit stop. <a href="http://transitorienteddevelopment.dot.ca.gov/miscellaneous/NewWhatisTOD.htm">http://transitorienteddevelopment.dot.ca.gov/miscellaneous/NewWhatisTOD.htm</a>.</p> <p>By building or funding a major transit stop, an otherwise ordinary development can become a TOD.</p>



Provide public transit incentives such as free or low-cost monthly transit passes to employees, or free ride areas to residents and customers.	<p>See U.S. Department of Transportation and U.S. EPA, Commuter Choice Primer / An Employer's Guide to Implementing Effective Commuter Choice Programs, available at <a href="http://www.its.dot.gov/JPODOCS/REPTS_PR/13669.html">http://www.its.dot.gov/JPODOCS/REPTS_PR/13669.html</a>.</p> <p>The Emery Go Round shuttle is a private transportation service funded by commercial property owners in the citywide transportation business improvement district. The shuttle links a local shopping district to a Bay Area Rapid Transit stop. See <a href="http://www.emerygoround.com/">http://www.emerygoround.com/</a>.</p> <p>Seattle, Washington maintains a public transportation "ride free" zone in its downtown from 6:00 a.m. to 7:00 p.m. daily. See <a href="http://transit.metrokc.gov/tops/accessible/paccessible_map.html#fare">http://transit.metrokc.gov/tops/accessible/paccessible_map.html#fare</a>.</p>
Promote "least polluting" ways to connect people and goods to their destinations.	<p>Promoting "least polluting" methods of moving people and goods is part of a larger, integrated "sustainable streets" strategy now being explored at U.C. Davis's Sustainable Transportation Center. Resources and links are available at the Center's website, <a href="http://stc.ucdavis.edu/outreach/ssp.php">http://stc.ucdavis.edu/outreach/ssp.php</a>.</p>
Incorporate bicycle lanes, routes and facilities into street systems, new subdivisions, and large developments.	<p>Bicycling can have a profound impact on transportation choices and air pollution reduction. The City of Davis has the highest rate of bicycling in the nation. Among its 64,000 residents, 17 percent travel to work by bicycle and 41 percent consider the bicycle their primary mode of transportation. See Air Resources Board, Bicycle Awareness Program, Bicycle Fact Sheet, available at <a href="http://www.arb.ca.gov/planning/tsaq/bicycle/factsht.htm">http://www.arb.ca.gov/planning/tsaq/bicycle/factsht.htm</a>.</p> <p>For recommendations on best practices, see the many resources listed at the U.S. Department of Transportation, Federal Highway Administration's Bicycle and Pedestrian website at <a href="http://www.fhwa.dot.gov/environment/bikeped/publications.htm">http://www.fhwa.dot.gov/environment/bikeped/publications.htm</a>.</p> <p>See also Caltrans Division of Research and Innovation, Designing Highway Facilities To Encourage Walking, Biking and Transit (Preliminary Investigation) (March 2009), available at <a href="http://www.dot.ca.gov/research/researchreports/preliminary_investigations/docs/pi-design_for_walking_%20biking_and_transit%20final.pdf">http://www.dot.ca.gov/research/researchreports/preliminary_investigations/docs/pi-design_for_walking_%20biking_and_transit%20final.pdf</a>.</p>
Require amenities for non-motorized transportation, such as secure and convenient bicycle parking.	<p>According to local and national surveys of potential bicycle commuters, secure bicycle parking and workplace changing facilities are important complements to safe and convenient routes of travel. See Air Resources Board, Bicycle Awareness Program, Bicycle Fact Sheet, available at <a href="http://www.arb.ca.gov/planning/tsaq/bicycle/factsht.htm">http://www.arb.ca.gov/planning/tsaq/bicycle/factsht.htm</a>.</p>

<p>Ensure that the project enhances, and does not disrupt or create barriers to, non-motorized transportation.</p>	<p>See, e.g., U.S. EPA's list of transit-related "smart growth" publications at <a href="http://www.epa.gov/dced/publications.htm#air">http://www.epa.gov/dced/publications.htm#air</a>, including Pedestrian and Transit-Friendly Design: A Primer for Smart Growth (1999), available at <a href="http://www.epa.gov/dced/pdf/ptfd_primer.pdf">www.epa.gov/dced/pdf/ptfd_primer.pdf</a>.</p> <p>See also Toolkit for Improving Walkability in Alameda County, available at <a href="http://www.acta2002.com/ped_toolkit/ped_toolkit_print.pdf">http://www.acta2002.com/ped_toolkit/ped_toolkit_print.pdf</a>.</p> <p>Pursuant to the California Complete Streets Act of 2008 (AB 1358, Gov. Code, §§ 65040.2 and 65302), commencing January 1, 2011, upon any substantive revision of the circulation element of the general plan, a city or county will be required to modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users.</p>
<p>Connect parks and open space through shared pedestrian/bike paths and trails to encourage walking and bicycling. Create bicycle lanes and walking paths directed to the location of schools, parks and other destination points.</p>	<p>Walk Score ranks the "walkability" of neighborhoods in the largest 40 U.S. cities, including seven California cities. Scores are based on the distance to nearby amenities. Explore Walk Score at <a href="http://www.walkscore.com/">http://www.walkscore.com/</a>.</p> <p>In many markets, homes in walkable neighborhoods are worth more than similar properties where walking is more difficult. See Hoak, <i>Walk appeal / Homes in walkable neighborhoods sell for more: study</i>, Wall Street Journal (Aug. 18, 2009), available at <a href="http://www.marketwatch.com/story/homes-in-walkable-neighborhoods-sell-for-more-2009-08-18">http://www.marketwatch.com/story/homes-in-walkable-neighborhoods-sell-for-more-2009-08-18</a>.</p> <p>By creating walkable neighborhoods with more transportation choices, Californians could save \$31 million and cut greenhouse gas emissions by 34 percent, according to a study released by Transform, a coalition of unions and nonprofits. See <i>Windfall for All / How Connected, Convenient Neighborhoods Can Protect Our Climate and Safeguard California's Economy</i> (Nov. 2009), available at <a href="http://transformca.org/windfall-for-all#download-report">http://transformca.org/windfall-for-all#download-report</a>.</p>
<p>Work with the school districts to improve pedestrian and bike access to schools and to restore or expand school bus service using lower-emitting vehicles.</p>	<p>In some communities, twenty to twenty-five percent of morning traffic is due to parents driving their children to school. Increased traffic congestion around schools in turn prompts even more parents to drive their children to school. Programs to create safe routes to schools can break this harmful cycle. See California Department of Public Health, <i>Safe Routes to School</i> (webpage) and associated links at <a href="http://www.cdph.ca.gov/HealthInfo/injviosa/Pages/SafeRoutestoSchool.aspx">http://www.cdph.ca.gov/HealthInfo/injviosa/Pages/SafeRoutestoSchool.aspx</a>.</p> <p>See also U.S. EPA, <i>Smart Growth and Schools</i> (webpage), available at <a href="http://www.epa.gov/dced/schools.htm">http://www.epa.gov/dced/schools.htm</a>.</p> <p>California Center for Physical Activity, <i>California Walk to School</i> (website) at <a href="http://www.cawalktoschool.com">http://www.cawalktoschool.com</a></p> <p>Regular school bus service (using lower-emitting buses) for children who cannot bike or walk to school could substantially reduce private vehicle congestion and air pollution around schools. See Air Resources Board, <i>Lower Emissions School Bus Program</i> (webpage) at <a href="http://www.arb.ca.gov/msprog/schoolbus/schoolbus.htm">http://www.arb.ca.gov/msprog/schoolbus/schoolbus.htm</a>.</p>



<p>Institute teleconferencing, telecommute and/or flexible work hour programs to reduce unnecessary employee transportation.</p>	<p>There are numerous sites on the web with resources for employers seeking to establish telework or flexible work programs. These include U.S. EPA's Mobility Management Strategies: Commuter Programs website at <a href="http://www.epa.gov/otaq/stateresources/rellinks/mms_commpograms.htm">http://www.epa.gov/otaq/stateresources/rellinks/mms_commpograms.htm</a>; and Telework, the federal government's telework website, at <a href="http://www.telework.gov/">http://www.telework.gov/</a>.</p> <p>Through a continuing FlexWork Implementation Program, the Traffic Solutions division of the Santa Barbara County Association of Governments sponsors flexwork consulting, training and implementation services to a limited number of Santa Barbara County organizations that want to create or expand flexwork programs for the benefit of their organizations, employees and the community. See <a href="http://www.flexworks.com/read_more_about_the_fSBp.html">http://www.flexworks.com/read_more_about_the_fSBp.html</a>. Other local government entities provide similar services.</p>
<p>Provide information on alternative transportation options for consumers, residents, tenants and employees to reduce transportation-related emissions.</p>	<p>Many types of projects may provide opportunities for delivering more tailored transportation information. For example, a homeowner's association could provide information on its website, or an employer might create a Transportation Coordinator position as part of a larger Employee Commute Reduction Program. See, e.g., South Coast Air Quality Management District, Transportation Coordinator training, at <a href="http://www.aqmd.gov/trans/training.html">http://www.aqmd.gov/trans/training.html</a>.</p>
<p>Educate consumers, residents, tenants and the public about options for reducing motor vehicle-related greenhouse gas emissions. Include information on trip reduction; trip linking; vehicle performance and efficiency (e.g., keeping tires inflated); and low or zero-emission vehicles.</p>	<p>See, for example U.S. EPA, SmartWay Transport Partnership: Innovative Carrier Strategies (webpage) at <a href="http://www.epa.gov/smartway/transport/what-smartway/carrier-strategies.htm">http://www.epa.gov/smartway/transport/what-smartway/carrier-strategies.htm</a>. This webpage includes recommendations for actions that truck and rail fleets can take to make ground freight more efficient and cleaner.</p> <p>The Air Resources Board's Drive Clean website is a resource for car buyers to find clean and efficient vehicles. The web site is designed to educate Californians that pollution levels range greatly between vehicles. See <a href="http://www.driveclean.ca.gov/">http://www.driveclean.ca.gov/</a>.</p> <p>The Oregon Department of Transportation and other public and private partners launched the Drive Less/Save More campaign. The comprehensive website contains fact sheets and educational materials to help people drive more efficiently. See <a href="http://www.driveless.savemore.com/">http://www.driveless.savemore.com/</a>.</p>
<p>Purchase, or create incentives for purchasing, low or zero-emission vehicles.</p>	<p>See Air Resources Board, Low-Emission Vehicle Program (webpage) at <a href="http://www.arb.ca.gov/msprog/levprog/levprog.htm">http://www.arb.ca.gov/msprog/levprog/levprog.htm</a>.</p> <p>Air Resource Board, Zero Emission Vehicle Program (webpage) at <a href="http://www.arb.ca.gov/msprog/zevprog/zevprog.htm">http://www.arb.ca.gov/msprog/zevprog/zevprog.htm</a>.</p> <p>All new cars sold in California are now required to display an Environmental Performance (EP) Label, which scores a vehicle's global warming and smog emissions from 1 (dirtiest) to 10 (cleanest). To search and compare vehicle EP Labels, visit <a href="http://www.DriveClean.ca.gov">www.DriveClean.ca.gov</a>.</p>

<p>Create a ride sharing program. Promote existing ride sharing programs e.g., by designating a certain percentage of parking spaces for ride sharing vehicles, designating adequate passenger loading and unloading for ride sharing vehicles, and providing a web site or message board for coordinating rides.</p>	<p>For example, the 511 Regional Rideshare Program is operated by the Metropolitan Transportation Commission (MTC) and is funded by grants from the Federal Highway Administration, U.S. Department of Transportation, the Metropolitan Transportation Commission, the Bay Area Air Quality Management District and county congestion management agencies. For more information, see <a href="http://rideshare.511.org/">http://rideshare.511.org/</a>.</p> <p>As another example, San Bernardino Associated Governments works directly with large and small employers, as well as providing support to commuters who wish to share rides or use alternative forms of transportation. See <a href="http://www.sanbag.ca.gov/commuter/rideshare.html">http://www.sanbag.ca.gov/commuter/rideshare.html</a>.</p> <p>Valleyrides.com is a ridesharing resource available to anyone commuting to and from Fresno and Tulare Counties and surrounding communities. See <a href="http://www.valleyrides.com/">http://www.valleyrides.com/</a>. There are many other similar websites throughout the state.</p>
<p>Create or accommodate car sharing programs, e.g., provide parking spaces for car share vehicles at convenient locations accessible by public transportation.</p>	<p>There are many existing car sharing companies in California. These include City CarShare (San Francisco Bay Area), see <a href="http://www.citycarshare.org/">http://www.citycarshare.org/</a>; and Zipcar, see <a href="http://www.zipcar.com/">http://www.zipcar.com/</a>. Car sharing programs are being successfully used on many California campuses.</p>
<p>Provide a vanpool for employees.</p>	<p>Many local Transportation Management Agencies can assist in forming vanpools. See, for example, Sacramento Transportation Management Association, Check out Vanpooling (webpage) at <a href="http://www.sacramento-tma.org/vanpool.html">http://www.sacramento-tma.org/vanpool.html</a>.</p>
<p>Create local "light vehicle" networks, such as neighborhood electric vehicle systems.</p>	<p>See California Energy Commission, Consumer Energy Center, Urban Options - Neighborhood Electric Vehicles (NEVs) (webpage) at <a href="http://www.consumerenergycenter.org/transportation/urban_options/nev.html">http://www.consumerenergycenter.org/transportation/urban_options/nev.html</a>.</p> <p>The City of Lincoln has an innovative NEV program. See <a href="http://www.lincolnev.com/index.html">http://www.lincolnev.com/index.html</a>.</p>
<p>Enforce and follow limits idling time for commercial vehicles, including delivery and construction vehicles.</p>	<p>Under existing law, diesel-fueled motor vehicles with a gross vehicle weight rating greater than 10,000 pounds are prohibited from idling for more than 5 minutes at any location. The minimum penalty for an idling violation is now \$300 per violation. See <a href="http://www.arb.ca.gov/enf/complaints/idling_cv.htm">http://www.arb.ca.gov/enf/complaints/idling_cv.htm</a>.</p>
<p>Provide the necessary facilities and infrastructure to encourage the use of low or zero-emission vehicles.</p>	<p>For a list of existing alternative fuel stations in California, visit <a href="http://www.cleancarmaps.com/">http://www.cleancarmaps.com/</a>.</p> <p>See, e.g., Baker, <i>Charging-station network built along 101</i>, S.F. Chron. (9/23/09), available at <a href="http://articles.sfgate.com/2009-09-23/news/17207424_1_recharging-solar-array-tesla-motors">http://articles.sfgate.com/2009-09-23/news/17207424_1_recharging-solar-array-tesla-motors</a>.</p>

## Agriculture and Forestry (additional strategies noted above)

<p>Require best management practices in agriculture and animal operations to reduce emissions, conserve energy and water, and utilize alternative energy sources, including biogas, wind and solar.</p>	<p>Air Resources Board (ARB), Economic Sectors Portal, Agriculture (webpage) at <a href="http://www.arb.ca.gov/cc/ghgsectors/ghgsectors.htm">http://www.arb.ca.gov/cc/ghgsectors/ghgsectors.htm</a>. ARB's webpage includes information on emissions from manure management, nitrogen fertilizer, agricultural offroad equipment, and agricultural engines.</p> <p>"A full 90% of an agricultural business' electricity bill is likely associated with water use. In addition, the 8 million acres in California devoted to crops consume 80% of the total water pumped in the state." See Flex Your Power, Agricultural Sector (webpage) at <a href="http://www.fypower.org/agri/">http://www.fypower.org/agri/</a>.</p> <p>Flex Your Power, Best Practice Guide / Food and Beverage Growers and Processors, available at <a href="http://www.fypower.org/bpg/index.html?b=food_and_bev">http://www.fypower.org/bpg/index.html?b=food_and_bev</a>.</p> <p>Antle et al., Pew Center on Global Climate Change, Agriculture's Role in Greenhouse Gas Mitigation (2006), available at <a href="http://www.pewclimate.org/docUploads/Agriculture's%20Role%20in%20GHG%20Mitigation.pdf">http://www.pewclimate.org/docUploads/Agriculture's%20Role%20in%20GHG%20Mitigation.pdf</a>.</p>
<p>Preserve forested areas, agricultural lands, wildlife habitat and corridors, wetlands, watersheds, groundwater recharge areas and other open space that provide carbon sequestration benefits.</p>	<p>"There are three general means by which agricultural and forestry practices can reduce greenhouse gases: (1) avoiding emissions by maintaining existing carbon storage in trees and soils; (2) increasing carbon storage by, e.g., tree planting, conversion from conventional to conservation tillage practices on agricultural lands; (3) substituting bio-based fuels and products for fossil fuels, such as coal and oil, and energy-intensive products that generate greater quantities of CO<sub>2</sub> when used." U.S. EPA, Carbon Sequestration in Agriculture and Forestry, Frequently Asked Questions (webpage) at <a href="http://www.epa.gov/sequestration/faq.html">http://www.epa.gov/sequestration/faq.html</a>.</p> <p>Air Resources Board, Economic Sectors Portal, Forestry (webpage) at <a href="http://www.arb.ca.gov/cc/ghgsectors/ghgsectors.htm">http://www.arb.ca.gov/cc/ghgsectors/ghgsectors.htm</a>.</p>
<p>Protect existing trees and encourage the planting of new trees. Adopt a tree protection and replacement ordinance.</p>	<p>Tree preservation and planting is not just for rural areas of the state; suburban and urban forests can also serve as carbon sinks. See Cal Fire, Urban and Community Forestry (webpage) at <a href="http://www.fire.ca.gov/resource_mgt/resource_mgt_urbanforestry.php">http://www.fire.ca.gov/resource_mgt/resource_mgt_urbanforestry.php</a>.</p>

### **Off-Site Mitigation**

If, after analyzing and requiring all reasonable and feasible on-site mitigation measures for avoiding or reducing greenhouse gas-related impacts, the lead agency determines that additional mitigation is required, the agency may consider additional off-site mitigation. The project proponent could, for example, fund off-site mitigation projects that will reduce carbon emissions, conduct an audit of its other existing operations and agree to retrofit, or purchase verifiable carbon "credits" from another entity that will undertake mitigation.

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [Major, Erica \(BOS\)](#)  
**Subject:** FW: Baykeeper Letter of Support for Clipper Cove Resolution  
**Date:** Wednesday, June 06, 2018 11:37:00 AM  
**Attachments:** [2018.06.04 Baykeeper Ltr re Revised Resolution.pdf](#)

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**From:** Erica Maharg [mailto:[erica@baykeeper.org](mailto:erica@baykeeper.org)]  
**Sent:** Monday, June 04, 2018 2:05 PM  
**To:** Board of Supervisors, (BOS) <[board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)>  
**Cc:** Hunter Cutting <[huntercutting@gmail.com](mailto:huntercutting@gmail.com)>; Breed, London (BOS) <[london.breed@sfgov.org](mailto:london.breed@sfgov.org)>; Cohen, Malia (BOS) <[malia.cohen@sfgov.org](mailto:malia.cohen@sfgov.org)>; Stefani, Catherine (BOS) <[catherine.stefani@sfgov.org](mailto:catherine.stefani@sfgov.org)>; Fewer, Sandra (BOS) <[sandra.fewer@sfgov.org](mailto:sandra.fewer@sfgov.org)>; Kim, Jane (BOS) <[jane.kim@sfgov.org](mailto:jane.kim@sfgov.org)>; Peskin, Aaron (BOS) <[aaron.peskin@sfgov.org](mailto:aaron.peskin@sfgov.org)>; Ronen, Hillary <[hillary.ronen@sfgov.org](mailto:hillary.ronen@sfgov.org)>; Safai, Ahsha (BOS) <[ahsha.safai@sfgov.org](mailto:ahsha.safai@sfgov.org)>; Sheehy, Jeff (BOS) <[jeff.sheehy@sfgov.org](mailto:jeff.sheehy@sfgov.org)>; Tang, Katy (BOS) <[katy.tang@sfgov.org](mailto:katy.tang@sfgov.org)>; Yee, Norman (BOS) <[norman.yee@sfgov.org](mailto:norman.yee@sfgov.org)>  
**Subject:** Re: Baykeeper Letter of Support for Clipper Cove Resolution

Dear San Francisco Board of Supervisors,

Please find attached letter of support from San Francisco Baykeeper for the revised resolution related to development of Clipper Cove.

Thank you,

**Erica Maharg**  
**Managing Attorney**  
**San Francisco Baykeeper**  
1736 Franklin St., Suite 800  
Oakland, CA 94612  
Office: 510-735-9700, x106  
Fax: 510-735-9160

*Protecting San Francisco Bay from pollution since 1989*  
[www.baykeeper.org](http://www.baykeeper.org)  
@sfbaykeeper

On Wed, Apr 11, 2018 at 11:36 AM, Erica Maharg <[erica@baykeeper.org](mailto:erica@baykeeper.org)> wrote:

Dear San Francisco Board of Supervisors,

Please find attached letter of support from San Francisco Baykeeper for the resolution related to development of Clipper Cove.

Thank you,

The topic of off-site mitigation can be complicated. A full discussion is outside the scope of this summary document. Issues that the lead agency should consider include:

- The location of the off-site mitigation. (If the off-site mitigation is far from the project, any additional, non-climate related co-benefits of the mitigation may be lost to the local community.)
- Whether the emissions reductions from off-site mitigation can be quantified and verified. (The California Registry has developed a number of protocols for calculating, reporting and verifying greenhouse gas emissions. Currently, industry-specific protocols are available for the cement sector, power/utility sector, forest sector and local government operations. For more information, visit the California Registry's website at <http://www.climateregistry.org/>.)
- Whether the mitigation ratio should be greater than 1:1 to reflect any uncertainty about the effectiveness of the off-site mitigation.

Offsite mitigation measures that could be funded through mitigation fees include, but are not limited to, the following:

- Energy efficiency audits of existing buildings.
- Energy efficiency upgrades to existing buildings not otherwise required by law, including heating, ventilation, air conditioning, lighting, water heating equipment, insulation and weatherization (perhaps targeted to specific communities, such as low-income or senior residents).
- Programs to encourage the purchase and use of energy efficient vehicles, appliances, equipment and lighting.
- Programs that create incentives to replace or retire polluting vehicles and engines.
- Programs to expand the use of renewable energy and energy storage.
- Preservation and/or enhancement of existing natural areas (e.g., forested areas, agricultural lands, wildlife habitat and corridors, wetlands, watersheds, and groundwater recharge areas) that provide carbon sequestration benefits.
- Improvement and expansion of public transit and low- and zero-carbon transportation alternatives.

June 4, 2018

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
Email: [Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

Dear Supervisors

On April 11, 2018, San Francisco Baykeeper (“Baykeeper”) wrote to urge you to support of the resolution responding to the recent proposal to expand the private marina located in Clipper Cove at Treasure Island and reaffirming San Francisco’s commitment to public recreation, public education, environmental protection, preservation of public open space, and social equity, introduced by Supervisor Jane Kim introduced on April 3, 2018. Since then, Supervisor Kim and her staff have worked with the marina developers and Save Clipper Cove, as well as other community partners, to come to agreement on a new, more limited design for the Clipper Cove development.

Baykeeper has received a copy of the revised marina design proposal for Clipper Cove dated May 18, 2018 (“Revised Design”). Baykeeper appreciates Supervisor Kim’s work to develop the Revised Design, which appears to allow for development, while maintaining the current recreational uses and protecting natural resources. The revised resolution being considered by the Board approves of this Revised Design, and also commits to protecting eelgrass beds and ensuring that the current depth of the Cove is maintained.

Baykeeper supports the revised resolution. However, we urge the Board to ensure that it has studied the impacts of the Revised Design on eelgrass beds and siltation, prior to final approval of the project.

Baykeeper welcomes the major reduction in the scale of the proposed marina, as well as the decision to forego the deployment of a wave attenuator, as reflected in the Revised Design. We understand that the footprint of the Revised Design closely matches the footprint of the minimum impact design prepared by the Treasure Island Sailing Center, a plan designed to facilitate the largest possible expansion of the marina while minimizing impacts on current public use. The Revised Design appears to appropriately balance the developer’s interest in developing Clipper Cove with current recreational uses.

We also understand that the changes reflected in the Revised Design are likely to reduce potential changes in water circulation and sedimentation in the Cove that might otherwise threaten existing eelgrass in the Cove. However, the impact of the Revised Design on eelgrass beds, although expected to be less than the original development plan, has not been studied, as required by the California Environmental Quality Act (“CEQA”) and other applicable policies.

Baykeeper does not object to the Revised Design as an appropriate basis for moving forward to the next steps in the planning and analysis process for marina expansion in Clipper Cove.

However, Baykeeper believes that the environmental impacts on eelgrass beds, as well as other potential environmental impacts, must be thoroughly analyzed and mitigated before final approval of the development. As the lead agency, the City and County of San Francisco is responsible for studying these impacts prior to approval. Both the project setting and the project itself have changed significantly since the EIR was certified in 2005 (13 years ago). These changes could result in significant environmental impacts previously undisclosed in the EIR, and therefore CEQA requires further environmental review. *See* CEQA Guidelines § 15162(a).

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erica Maharg", is written over a horizontal line.

Erica Maharg  
Managing Attorney

cc: Hunter Cutting, Save Clipper Cove, [huntercutting@gmail.com](mailto:huntercutting@gmail.com)  
Supervisor London Breed, [London.Breed@sfgov.org](mailto:London.Breed@sfgov.org)  
Supervisor Malia Cohen, [Malia.Cohen@sfgov.org](mailto:Malia.Cohen@sfgov.org)  
Supervisor Catherine Stefani, [Catherine.Stefani@sfgov.org](mailto:Catherine.Stefani@sfgov.org)  
Supervisor Sandra Lee Fewer, [Sandra.Fewer@sfgov.org](mailto:Sandra.Fewer@sfgov.org)  
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Supervisor Jeff Sheehy, [Jeff.Sheehy@sfgov.org](mailto:Jeff.Sheehy@sfgov.org)  
Supervisor Katy Tang, [Katy.Tang@sfgov.org](mailto:Katy.Tang@sfgov.org)  
Supervisor Norman Yee, [Norman.Yee@sfgov.org](mailto:Norman.Yee@sfgov.org)

**Erica Maharg**  
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*Protecting San Francisco Bay from pollution since 1989*  
[www.baykeeper.org](http://www.baykeeper.org)  
@sfbaykeeper



**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors: Major, Erica \(BOS\)](#)  
**Subject:** FW: Clipper Cove Planning Resolution  
**Date:** Tuesday, June 05, 2018 11:14:00 AM  
**Attachments:** [Letter BOS 180601 Resolution TISC.pdf](#)

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**From:** Carisa Harris-Adamson [mailto:carisa.harris-adamson@tisailing.org]

**Sent:** Tuesday, June 05, 2018 10:45 AM

**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>

**Cc:** Kim, Jane (BOS) <jane.kim@sfgov.org>; Lopez, Barbara (BOS) <barbara.lopez@sfgov.org>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Boilard, Chelsea (BOS) <chelsea.boilard@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Hepner, Lee (BOS) <lee.hepner@sfgov.org>; Sheehy, Jeff (BOS) <jeff.sheehy@sfgov.org>; Johnson, Sharon (BOS) <sharon.p.johnson@sfgov.org>; Mohan, Menaka (BOS) <menaka.mohan@sfgov.org>; Tang, Katy (BOS) <katy.tang@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Tanner, Rachael (CPC) <rachael.tanner@sfgov.org>

**Subject:** Clipper Cove Planning Resolution

Dear Members of the Board of Supervisors,

On behalf of the Treasure Island Sailing Center, I am attaching our letter of support for the Clipper Cove Planning Resolution with recent amendments proposed by Supervisor Jane Kim. We sincerely appreciate the effort of Supervisor Jane Kim and her staff in preparing this resolution and in bringing all stakeholders together to determine a path forward that allows for balanced use of the Cove.

We also want to thank Supervisor Sandra Fewer, Supervisor Aaron Peskin, and Supervisor Jeff Sheehy for co-sponsoring the resolution, and Supervisor Katy Tang and Supervisor Ahsha Safai for their support during deliberation by the Land Use Committee.

Best Regards,  
Carisa Harris

--

Carisa Harris- Adamson  
Chair, Board of Directors  
Treasure Island Sailing Center  
[carisa.harris-adamson@tisailing.org](mailto:carisa.harris-adamson@tisailing.org)  
415-640-0563



TREASURE ISLAND SAILING CENTER  
*Launching Point for New Horizons*

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June 1, 2018

Dear Members of the Board of Supervisors:

On behalf of the Board of Directors at the Treasure Island Sailing Center (TISC), I am writing in support of the Clipper Cove Resolution presented on Tuesday, June 5, 2018. We have reviewed the Resolution, including the proposed marina in Exhibit A (dated 05/29/2018). In review of the boundaries of the TIE Marina Proposal, we confirm that the dimensions of 725' (east/west) by 520' (north/south) with the most eastward dock located 941' east from the causeway and approximately 236' west from the edge of Building 2 are consistent with the boundaries specified in our Minimum Impact Plan presented to TIE in 2016. Therefore, as previously stated, the TIE Marina Proposal will have a measurable but minimum adverse impact on our existing uses and programs including Set Sail Learn, Youth Beginner Classes, High school sailing and Collegiate sailing. Thus, we support this proposal because it provides a balance of uses in Clipper Cove allowing a near doubling of the number of slip spaces for boats in the Marina while preserving access and space for the community through programs held at TISC. In short, we support the Clipper Cove Resolution including the location and boundaries of the proposed TIE Marina and encourage the Board of Supervisors to pass the Resolution.

We want to thank Supervisor Kim and her staff for their time, dedication and expertise in developing this resolution, Supervisors Fewer, Peskin and Sheehy for co-sponsoring the Resolution, and Supervisors Tang and Safai for supporting the Resolution in Committee.

We are grateful all of the Board of Supervisors for their time on this matter. Clipper Cove is a jewel of San Francisco and its preservation will be appreciated for generations to come. The Treasure Island Sailing Center is proud to provide access to recreation and education opportunities on Clipper Cove and we look forward to continuing these programs for decades into the future. Together we will ensure that those living in the City by the Bay can also sail on the Bay.

Best Regards,

Carisa Harris Adamson, PhD  
Treasure Island Sailing Center  
Board of Directors, Chair  
carisa.harris-adamson@tisailing.org  
Blog: [www.onclippercove.com](http://www.onclippercove.com)

Pier 12, Treasure Island, San Francisco  
698 California Ave., Bldg. #112, San Francisco CA 94130  
Ph: 415.421.2225 F: 415.421.2208  
[www.tisailing.org](http://www.tisailing.org)

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors: Major, Erica \(BOS\)](#)  
**Subject:** FW: Friends of the Sailing Center Support of Amended Clipper Cove Resolution  
**Date:** Tuesday, June 05, 2018 11:24:00 AM  
**Attachments:** [Friends of the Sailing Center Letter 4 June 2018.pdf](#)

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**From:** Avery Whitmarsh [mailto:averywhitmarsh@gmail.com]  
**Sent:** Monday, June 04, 2018 9:18 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Cc:** Kim, Jane (BOS) <jane.kim@sfgov.org>; Lopez, Barbara (BOS) <barbara.lopez@sfgov.org>; sally madsen <smadsen@gmail.com>; Alex Rosenthal <Aarosenth@gmail.com>; Nick Adamson <jnicholas.adamson@gmail.com>  
**Subject:** Friends of the Sailing Center Support of Amended Clipper Cove Resolution

Dear Supervisors,

Attached please find a letter of support from the Friends of the Sailing Center for the amended Clipper Cove Resolution.

Thank you all for your hard work on this.

Avery

# Friends of the Sailing Center

3150 – 18<sup>th</sup> Street, MB #309 San Francisco, CA 94110

June 4, 2018

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
Email: [Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

Re: Support of Amended Clipper Cove Resolution

Dear Supervisors:

Friends of the Sailing Center strongly supports the Clipper Cove planning resolution with amendments proposed by Supervisor Jane Kim.

The footprint of the new plan referenced by the resolution closely matches the footprint of the Minimum Impact design prepared by the Treasure Island Sailing Center to establish the maximum limit for marina expansion with minimal impact on the Center's programs.

This footprint will permit beginning and youth sailors to enter into the heart of the Cove and to reach the beach at the west end of the cove, an important milestone for beginning sailors. This design will also facilitate high-school racing competitions and preserve enough open space in the Cove to ensure the continuation of robust Set, Sail, Learn STEM classes for 4<sup>th</sup> and 5<sup>th</sup> graders.

We welcome the footprint marina expansion design as an appropriate balance of interests in the context of the marina expansion set out in the Reuse Plan for Treasure Island Naval Station.

Sincerely,

Avery Whitmarsh  
Co-Chair Friends of the Sailing Center  
Former Co-Chair of the TISC Adaptive Sailing Program

Sally Madsen,  
Co-Chair Friends of the Sailing Center  
Former Captain of the Stanford Sailing Team

Nick Adamson  
Former Captain V15 fleet, Clipper Cove

Al Sargent  
Co-Chair Friends of the Sailing Center  
Former Captain V15 fleet, Clipper Cove

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors: Major, Erica \(BOS\)](#)  
**Subject:** FW: Letter of Support for the Clipper Cove Resolution  
**Date:** Tuesday, June 05, 2018 11:24:00 AM

---

**From:** Jennifer Kopp [mailto:hellojenkopp@gmail.com]  
**Sent:** Monday, June 04, 2018 11:08 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Cc:** Kim, Jane (BOS) <jane.kim@sfgov.org>; Lopez, Barbara (BOS) <barbara.lopez@sfgov.org>  
**Subject:** Letter of Support for the Clipper Cove Resolution

04 June 2018

**San Francisco Board of Supervisors**

Special Attn: Supervisor Jane Kim  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689

Dear Supervisor Kim and the San Francisco Board of Supervisors,

We are writing as organized members of a San Francisco Bay sailing and raft-up community who have been in close communication and alignment with Hunter Cutting and the Save Clipper Cove movement for many months now.

We want to thank Supervisors Kim, Tang, and Safai from the Land Use and Transportation Committee for their work in considering and approving the Commitment to the Environmental Protection, Public Recreation, and Youth Education in Clipper Cove Resolution.

We urge the Board of Supervisors to support this resolution, which affirms the city's support and stewardship in maintaining access to the unique resource and beauty of the cove.

At the same time, we remain concerned that the current development plan has some gaps, specifically:

- **Environmental Impact:** The location of the planned dredged channel encroaches on the protected marine zone for eelgrass. It seems likely that regular dredging of this area could have a negative impact on those beds. We believe that an environmental analysis should be done before any plans move forward.
- **Maintenance of overall cove depth (risk of silting):** Clipper Cove is quite shallow, especially on the southern side. Additional silting of even 6 to 12 inches will render a section of the anchorage unsuitable. It is crucial to budget for planned maintenance to maintain the intended depth after the initial dredging is completed. We are not currently aware of any plans to ensure upkeep without negatively affecting the environment. The proposal calls for TIDA to pay for dredging necessary to maintain the depth of the cove, but it is unclear how this will be financed if the dredging is more costly than anticipated. The most recent EIR did not assess the impact of marina development on water circulation and

sedimentation. Instead, the EIR indicated that analysis would be done later by the appropriate permitting agencies (BCDC and Army Corps of Engineers). We would like to call upon TIDA to deliver a siltation plan before final action by the Board of Supervisors.

Thank you for your consideration. The public and future generations will benefit from your support to ensure Clipper Cove is maintained as a place of recreation, access, and education.

Regards,

**Jennifer E. Kopp, Fremont, CA**

**Adam Katz, Oakland, CA**

**Sunny Allen, San Francisco, CA**

**Tommaso Boggia, Oakland, CA**

**Jonathan DeLong, Oakland, CA**

**Max Perez, Oakland, CA**

**on behalf of many members of the Washed Up Yacht Club**

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors](#); [Major, Erica \(BOS\)](#)  
**Subject:** FW: Sierra Club letter in support of Clipper Cove resolution  
**Date:** Tuesday, June 05, 2018 11:17:00 AM  
**Attachments:** [SierraClubResolutionSupportLetterMay2018-3.doc](#)

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**From:** Rebecca Evans [mailto:[rebecae@earthlink.net](mailto:rebecae@earthlink.net)]  
**Sent:** Tuesday, June 05, 2018 8:22 AM  
**To:** Board of Supervisors, (BOS) <[board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)>  
**Cc:** Kim, Jane (BOS) <[jane.kim@sfgov.org](mailto:jane.kim@sfgov.org)>  
**Subject:** Sierra Club letter in support of Clipper Cove resolution

Supervisors: attached is the Sierra Club letter in support of the Clipper Cove resolution on today's Board calendar.

Thank you,

Becky Evans  
Chair  
San Francisco Group  
Sierra Club



San Francisco Group of the San Francisco Bay Chapter

Reply to:  
Sierra Club, San Francisco Group  
1474 Sacramento St., #305  
San Francisco, CA 94109

June 4, 2018

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
Email: [Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

Dear Supervisors

I write on behalf of the San Francisco Sierra Club in support of the Clipper Cove planning resolution with amendments proposed by Supervisor Jane Kim.

The footprint of the marina design referenced by the resolution will preserve the character of existing public education and recreation in Clipper Cove, particularly the programs of the Treasure Island Sailing Center.

In addition, the inclusion of provisions calling upon TIDA to mitigate siltation in the Cove to preserve water depth is an important step to ensure that the physical character of Clipper Cove is not diminished as a result of this marina expansion

It is our understanding that the footprint of this revised plan closely matches the footprint of the Minimum Impact plan prepared by the Treasure Island Sailing Center, a plan designed to facilitate the largest possible expansion of the marina while minimizing impacts on current public use. The length of the new proposed marina would stand at 941 feet (west to east) and 520 feet (north to south).

We also understand that as a result of this redesign, the proposal to deploy a wave attenuator has been abandoned. Both of these changes are likely to have significant positive impact in reducing potential changes in water circulation and sedimentation in the Cove that might otherwise threaten existing eelgrass in the Cove as well as assure the continuation of the youth sailing programs.

Therefore, assuming no further design changes that threaten either of those concerns, and further assuming no new study or analysis arises indicating that the proposed marina redevelopment will have a negative impact on the eelgrass beds the Sierra Club removes its opposition to the marina project as now described and looks forward to participating in the planning and environmental analysis process moving forward.



The Sierra Club supports the revised resolution. In addition, we urge the Board to ensure that it has studied the impacts of the Revised Design on eelgrass beds and siltation, prior to final approval of the project.

The impact of the Revised Design on eelgrass beds, via changes in water circulation and sedimentation, although expected to be less than the 2015 development plan, has not been studied, as required by the California Environmental Quality Act (“CEQA”) and other applicable policies.

The Club believes that the environmental impacts on eelgrass beds, as well as other potential environmental impacts, must be thoroughly analyzed and mitigated before final approval of the development.

As the lead agency for this project, the City and County of San Francisco are responsible for studying these impacts prior to approval. While other agencies such as BCDC and the Army Corp of Engineers may, at a later date, require the study of those impacts, it is in the best interest of the City of San Francisco to know these impacts before entering into any lease or development and disposition agreement.

Sincerely,



Becky Evans  
Chair, San Francisco Group

CC:

San Francisco Supervisor Jane Kim: [Jane.Kim@sfgov.org](mailto:Jane.Kim@sfgov.org)

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors: Major, Erica \(BOS\)](#)  
**Subject:** FW: support for amended Clipper Cove planning resolution  
**Date:** Tuesday, June 05, 2018 11:17:00 AM  
**Attachments:** [ClipperCoveResolutionSupportLetter4June2018.pdf](#)

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**From:** Hunter Cutting [mailto:[huntercutting@gmail.com](mailto:huntercutting@gmail.com)]

**Sent:** Tuesday, June 05, 2018 8:22 AM

**To:** Board of Supervisors, (BOS) <[board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)>

**Cc:** Kim, Jane (BOS) <[jane.kim@sfgov.org](mailto:jane.kim@sfgov.org)>; Lopez, Barbara (BOS) <[barbara.lopez@sfgov.org](mailto:barbara.lopez@sfgov.org)>; Fewer, Sandra (BOS) <[sandra.fewer@sfgov.org](mailto:sandra.fewer@sfgov.org)>; Boilard, Chelsea (BOS) <[chelsea.boilard@sfgov.org](mailto:chelsea.boilard@sfgov.org)>; Peskin, Aaron (BOS) <[aaron.peskin@sfgov.org](mailto:aaron.peskin@sfgov.org)>; Hepner, Lee (BOS) <[lee.hepner@sfgov.org](mailto:lee.hepner@sfgov.org)>; Sheehy, Jeff (BOS) <[jeff.sheehy@sfgov.org](mailto:jeff.sheehy@sfgov.org)>; Johnson, Sharon (BOS) <[sharon.p.johnson@sfgov.org](mailto:sharon.p.johnson@sfgov.org)>; Mohan, Menaka (BOS) <[menaka.mohan@sfgov.org](mailto:menaka.mohan@sfgov.org)>; Tang, Katy (BOS) <[katy.tang@sfgov.org](mailto:katy.tang@sfgov.org)>; Safai, Ahsha (BOS) <[ahsha.safai@sfgov.org](mailto:ahsha.safai@sfgov.org)>; Tanner, Rachael (CPC) <[rachael.tanner@sfgov.org](mailto:rachael.tanner@sfgov.org)>

**Subject:** support for amended Clipper Cove planning resolution

Dear Supervisors:

Please find attached a letter from Save Clipper Cove in support of the Clipper Cove planning resolution with amendments proposed by Supervisor Jane Kim.

Please know that the amended resolution has the support of nearly every public stakeholder organization that has worked over the past 3 years in the Save Clipper Cove coalition.

The revised plan referenced by the amended resolution does not meet the priorities of every stakeholder. And some stakeholders would prefer no development at all. But the revised plan is nevertheless widely viewed as an appropriate balance of interests in the context of the marina expansion set out in the Reuse Plan for Treasure Island Naval Station, a vision established by a public process and approved by the San Francisco Board of Supervisors.

This revision significantly reduces the scale of the proposed marina expansion, preserving space for critically important community programs and public access. The redesign is also likely to significantly reduce the environmental risks of the project.

When a final project plan comes to the Board of Supervisors for approval, I urge the Board to ensure that city agencies have studied the impacts of the Revised Design on eelgrass beds and on siltation across the Cove prior to final approval of the project. It is in the best interest of the City of San Francisco to know these impacts before entering into any lease or development and disposition agreement.

I deeply appreciate the effort of Supervisor Jane Kim in preparing this resolution and in bringing all stakeholders together in a collaborative process that has charted a way forward.

Thanks go to Supervisor Sandra Fewer, Supervisor Aaron Peskin, and Supervisor Jeff Sheehy for co-sponsoring the resolution. And thanks also go to Supervisor Katy Tang and Supervisor Ahsha Safaí for their thoughtful support during deliberation by the Land Use Committee.

Sincerely,

Hunter Cutting  
volunteer coordinator  
Save Clipper Cove

---

1455 Alabama Street  
San Francisco, CA 94110  
+1 415-420-7498 cell

# Save Clipper Cove

June 4, 2018

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
Email: [Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

Re: Support of Amended Clipper Cove Resolution

Dear Supervisors:

I write in strong support of the Clipper Cove planning resolution with amendments proposed by Supervisor Jane Kim.

Please know that the amended resolution has the support of nearly every public stakeholder organization that has worked over the past 3 years in the Save Clipper Cove coalition.

The revised plan referenced by the amended resolution does not meet the priorities of every stakeholder. And some stakeholders would prefer no development at all. But the revised plan is widely viewed as an appropriate balance of interests in the context of the marina expansion set out in the Reuse Plan for Treasure Island Naval Station, a vision established by a public process and approved by the San Francisco Board of Supervisors.

This revision significantly reduces the scale of the proposed marina expansion. The footprint of the revised marina plan now very closely matches the footprint of the Minimum Impact design, a development plan prepared by the Treasure Island Sailing Center to establish the maximum limit for marina expansion that has only minimal impact on the Center's community access programs.

This new footprint will ensure that beginning and youth sailors can enter into the heart of the Cove and reach the beach at the west end of the cove, an important milestone for beginning sailors. This design also preserves enough open space in the Cove to ensure the continuation of a robust Set, Sail, Learn STEM program for 4<sup>th</sup> and 5<sup>th</sup> graders from SFUSD schools, and it will also facilitate high-school racing competitions.

In addition the provision of the resolution calling upon TIDA to provide consideration to current berth holders with small and medium sized boats is an important measure to help maintain public access.

The redesign also abandons the deployment of a wave attenuator. This change, along with the reduced scale of the development, is likely to have significant positive impact in reducing potential changes in water circulation and sedimentation in the Cove that

potentially threaten to silt-in the Cove. Changes in sedimentation pose the risk of reducing navigable water and diminishing existing eelgrass in the Cove.

Finally, the inclusion of provisions calling upon TIDA to mitigate siltation in the Cove to preserve water depth is an important step to ensure that the physical character of Clipper Cove is not diminished as a result of this marina expansion, preserving critically valuable public access to the Bay.

When a final project plan comes to the Board of Supervisors for approval, I urge the Board to ensure that city agencies have studied the impacts of the Revised Design on eelgrass beds and on siltation across the Cove prior to final approval of the project. It is in the best interest of the City of San Francisco to know these impacts before entering into any lease or development and disposition agreement.

Moreover, as the lead agency for this project, the City and County of San Francisco is the appropriate agency for conducting these studies. If these studies are not done upfront, it is highly likely that BCDC and the Army Corp of Engineers would require the study of those impacts, creating a process that would may well deliver a last minute surprise.

I deeply appreciate the effort of Supervisor Jane Kim in preparing this resolution and in bringing all stakeholders together in a collaborative process that has charted a way forward.

Thanks go to Supervisor Sandra Fewer, Supervisor Aaron Peskin, and Supervisor Jeff Sheehy for co-sponsoring the resolution. And thanks also go to Supervisor Katy Tang and Supervisor Ahsha Safaí for their support during deliberation by the Land Use Committee.

I look forward to participating in the planning and environmental analysis process ahead.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hunter Cutting', with a long horizontal line extending to the right.

Hunter Cutting  
volunteer coordinator  
Save Clipper Cove

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors: Major, Erica \(BOS\)](#)  
**Subject:** FW: Support of Amended Clipper Cove Resolution  
**Date:** Tuesday, June 05, 2018 11:24:00 AM  
**Attachments:** [SFBoS06042018.pdf](#)  
[image001.png](#)

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**From:** Jack Gierhart [mailto:JackGierhart@USSAILING.ORG]  
**Sent:** Monday, June 04, 2018 6:40 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Support of Amended Clipper Cove Resolution

This message was sent securely using Zix®

Dear San Francisco Board of Supervisors,

Please find attached a letter from US Sailing in support of the Clipper Cove planning resolution with amendments proposed by Supervisor Kim.

Thank you for your commitment to public access to the waters of San Francisco Bay.

Sincerely,

Jack Gierhart  
CEO  
US Sailing  
Tel: [\(401\) 342-7924](tel:(401)342-7924)  
Mobile: [\(617\) 413-6187](tel:(617)413-6187)  
Email: [JackGierhart@USSAILING.ORG](mailto:JackGierhart@USSAILING.ORG)  
Web: [www.ussailing.org](http://www.ussailing.org)  
1 Roger Williams University Way  
Bristol, RI 02809



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June 4, 2018

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689  
Email: [Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)



1 Roger Williams  
University Way  
Bristol, RI 02809

P 401.342.7900  
F 401.342.7940  
[info@ussailing.org](mailto:info@ussailing.org)  
[www.ussailing.org](http://www.ussailing.org)

Re: Support of Amended Clipper Cove Resolution

Dear San Francisco Board of Supervisors:

I write on behalf of the United States Sailing Association in support of the Clipper Cove planning resolution with amendments proposed by Supervisor Jane Kim.

US Sailing is the National Governing Body (NGB) for the sport of sailing and supports a member base of over 46,000 sailors and boaters. We also provide services to over 2,500 local sailing and boating organizations by way of our education and safety programs. In fact, many of our members are tenants and proprietors of businesses on public lands, providing critical services to the boating public, and stewardship of our natural resources.

The footprint of the marina design referenced by the resolution will preserve the character of existing public education and recreation in Clipper Cove, particularly the programs of the Treasure Island Sailing Center.

In addition, the inclusion of provisions calling upon TIDA to mitigate siltation in the Cove to preserve water depth is an important step to ensure that the physical character of Clipper Cove is not diminished as a result of this marina expansion. Finally, the provision of the resolution calling upon TIDA to provide consideration to current berth holders with small and medium sized boats is an important measure to help maintain public access.

We urge the San Francisco Board of Supervisors to adopt the resolution as amended.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Gierhart".

Jack Gierhart  
CEO, US Sailing



**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors](#)  
**Subject:** FW: Department of Aging & Adult Services (DAAS) CLF Annual/Six Month Report  
**Date:** Thursday, June 07, 2018 1:52:00 PM  
**Attachments:** [image001.png](#)  
[CLF Annual Plan 1819 FINAL.pdf](#)  
[CLF Six Month Report Jul-Dec17.pdf](#)

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**From:** Badasow, Bridget (HSA) (DSS)  
**Sent:** Thursday, June 07, 2018 10:10 AM  
**To:** Board of Supervisors, (BOS) <[board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)>  
**Subject:** Department of Aging & Adult Services (DAAS) CLF Annual/Six Month Report

Good Morning:

Attached is the Community Living Fund (CLF) Annual and Sixth Month report for DAAS.

Kindly forward this over to all the Supervisor's Offices and feel free to contact me with any questions or concerns.

Respectfully,

Bridget V. Badasow  
Executive Assistant to Executive Director Shireen McSpadden,  
Commission and Advisory Council Secretary  
San Francisco Department of Aging and Adult Services (DAAS)  
1650 Mission Street, 5th Floor  
San Francisco, CA 94103  
(415) 355-3509  
[Bridget.Badasow@sfgov.org](mailto:Bridget.Badasow@sfgov.org)





## MEMORANDUM

DATE: May 2, 2018

TO: Aging and Adult Services Commission

FROM: Department of Aging and Adult Services (DAAS)  
Shireen McSpadden, Executive Director  
Carrie Wong, Director, Long Term Care (LTC) Operations

SUBJECT: **Community Living Fund (CLF) Program for Case Management and Purchase of Resources and Services**

**Annual Plan for July 2018 to June 2019**

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Section 10.100-12 of the San Francisco Administrative Code created the Community Living Fund (CLF) to fund aging in place and community placement alternatives for individuals who may otherwise require care within an institution. The Administrative Code requires that the Department of Aging and Adult Services prepare a CLF Annual Plan that will be submitted to the Aging and Adult Services Commission after a public hearing process, which will have input from the Department of Public Health (DPH) and the Long Term Care Coordinating Council (LTCCC). **Attached is the CLF Annual Plan for FY 18/19, which has been prepared by the Department of Aging and Adult Services (DAAS) for the continuing implementation of the CLF Program.**

The DAAS Long-Term Care Operations Director, Carrie Wong, continues to actively develop and maintain relationships with key stakeholders at the Department of Public Health, including:

- ❖ Barbara Garcia, Director of Public Health;
- ❖ Mivic Hirose, Executive Administrator, Laguna Honda Hospital (LHH) and Rehabilitation Center;
- ❖ Jennifer Carton-Wade, Assistant Hospital Administrator-Clinical Services, LHH;
- ❖ Janet Gillen, Director of Social Services, LHH;
- ❖ Colleen Riley, Medical Director, LHH;
- ❖ Luis Calderon, Director of Placement Targeted Case Management;
- ❖ Edwin Batongbacal, CBHS Director of Adult and Older Adult Services;
- ❖ Margot Antonetty, Manager of Direct Access to Housing/Homelessness/Outreach/Encampment Response, DSHS;
- ❖ Kelly Hiramoto, Acting Director Transitions, SF Health Network

# COMMUNITY LIVING FUND ANNUAL PLAN FY 2018/2019

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## **PROGRAM PURPOSE, TARGET POPULATION, AND ELIGIBILITY**

The CLF Program reduces unnecessary institutionalization by providing older adults and younger adults with disabilities or significant medical conditions with options for where and how they receive assistance, care and support. No individual willing and able to live in the community need be institutionalized because of a lack of community-based long-term care and supportive services.

The CLF serves adults whose incomes are up to 300% of the federal poverty level unable to live safely in the community with existing supports and funding sources (for detailed eligibility criteria, see Appendix A). The target population includes two primary sub-populations: (1) Patients of Laguna Honda Hospital (LHH), San Francisco General Hospital (SFGH) and other San Francisco skilled nursing facilities (SNFs) who are willing and able to live in the community and ready for discharge; and (2) Individuals who are at imminent risk for nursing home or institutional placement, willing and able to remain living in the community with appropriate support.

## **PROGRAM IMPLEMENTATION PLAN**

The basic structure of the CLF remains unchanged from FY 18/19, as follows.

### *Overview*

The CLF Program provides the resources and services necessary to sustain community living when those services are not available through any other mechanism. Most CLF clients receive case management and/or purchased services from the CLF lead contractor, the Institute on Aging (IOA), and its subcontractors.

### *Program Access and Service Delivery*

Prospective clients are screened by the DAAS Intake and Screening Unit for program eligibility and offered referrals for alternative resources when they are available. For example, if clients need emergency meals, they are referred on to Meals on Wheels for expedited services. Clients who meet initial eligibility criteria are referred on to the IOA for a final review. Clients are accepted for service or placed on the wait list, depending on their emergent needs and program capacity at that time. When the referral is accepted, the IOA CLF Director will determine which Care Manager is best able to serve the needs of the individual, which will be based on language, culture and/or service needs (see Appendix B for a summary of partner agencies and their specialties).

The Care Manager then contacts the client, confirms the client's desire to participate in the program, completes a formal application, and conducts an in-home or in-hospital assessment. The initial assessment is the tool with which the Care Manager, the participant and family, or other informal support systems, determine what is needed in order for the participant to remain living safely in the community or return to living in the community. A plan to address those needs is also developed. If the participant is already working with another community Care Manager, the CLF Care Manager will coordinate the home assessment with him/her. The entire assessment process should be completed within one month.

CLF Care Managers make referrals to other services and follow-up on those referrals to be sure the client receives the services required. When there are no alternative resources available to provide identified services or goods, the CLF Care Manager purchases the necessary services or items, with approval from the clinical supervisor. Care Managers follow special database coding protocols for purchases that may be reimbursed to CLF through California Community Transitions (CCT) or the Nursing Facility In-Home Operations Medi-Cal Waiver (IHO) (IHO Waiver will be replaced by the Medi-Cal Home and Community-Based Alternatives (HCBA) Waiver) (See updates on “Anticipated Budget and Policy Considerations”).

Once services are in place, the Care Manager monitors the situation by maintaining regular contact with the participant and/or family and primary community Care Manager if there is one. Care Managers see clients as often as necessary to ensure they are receiving the services they need to remain living safely in the community. Clients are expected to have a minimum of one home visit per month. For individuals who are discharged from Laguna Honda Hospital and other SF skilled nursing facilities (SNFs), Care Managers have weekly face-to-face contact for the first month post-discharge, then every other week for the next two months, and then monthly after that. Should new problems arise, they are incorporated into the existing service plan and addressed.

CLF continues with ongoing efforts to address the challenges of clients with substance abuse and mental health needs. Every Care Manager participates in psychologist-facilitated care conferences twice a month. These include an in-depth case review, follow-up on progress from previous case recommendations, and skill building training. Care managers continue to make notable progress in connecting clients to mental health treatment.

In addition to the traditional CLF model of intensive case management with purchase of services, there are many clients who already have a case manager but need tangible goods and purchases to remain stably housed in the community. The CLF Care Coordinator role, which is a purchasing Case Manager at Catholic Charities, can assist these clients who have a purchase-only need. With a caseload size of about 30-40 clients, the Care Coordinator completes a modified assessment for expedited enrollment will allow clients who meet CLF eligibility and are enrolled in other case management to access the purchase of goods and services more efficiently. This flexibility allows CLF to serve more clients and have a more extensive community reach to prevent premature institutionalization.

## **ANTICIPATED BUDGET AND POLICY CONSIDERATIONS**

Going into FY 18/19, CLF expenditures have continued to be stable with a surplus. The plans for this upcoming year include:

- In December 2017, with support from DAAS, DPH, and SF Health Plan, Institute on Aging submitted a proposal to DHCS to serve as the designated ‘Waiver Agency’ in San Francisco for the new Medi-Cal Home and Community-Based Alternatives (HCBA) Waiver. Across the state, the HCBA Waiver will replace the In-Home Operations (IHO) NF Waiver. The HCBA Waiver doubles the total number of slots across the state and shifts more administration functions of the waiver to the local level. San Francisco residents currently

enrolled in IHO are expected to have the opportunity to transition their care to the HCBA Waiver. As done previously with the IHO Waiver and California Community Transitions, the intent is to leverage the CLF program infrastructure already in place at Institute on Aging to draw down these additional Medi-Cal resources. Institute on Aging received a 'Notice of Intent to Award' from DHCS in late February 2018. Contracting between DHCS and Institute on Aging is anticipated to occur in Spring 2018. In FY 18/19, clients with the IHO Waiver will be transitioned to HCBA Waiver.

- Concerted efforts to promote care coordination for CLF referrals who meet criteria for Scattered Site Housing (SSH) through the Brilliant Corners contract will continue into FY1819. The SSH housing units added flexibility to the CLF housing portfolio in transitioning individuals who would have otherwise not been able to return to the community due to lack of housing options. As the CLF population is generally frail when stepping down to community living, Brilliant Corners exchanged existing housing slots in order to accommodate equipment and overnight providers. Hosted by IOA, the multi-disciplinary team composed of CLF, BC, DAAS, and LHH will continue to meet monthly to discuss referrals and transition issues. Access to the SSH slots are only available after approval from the CLF and based on client needs and placement appropriateness.
- Since FY 16/17, CLF supported the contract with Shanti Project/PAWS (Pets are Wonderful Support) Animal Bonding Services for Isolated LGBT Seniors and Adults with Disabilities who meet CLF criteria. CLF increased the Shanti Project/PAWS capacity to assist low-income and frail individuals by funding the purchases of tangible goods and services such as pet food, pet supplies, medication, and pet health services. Outcomes included self-reports of positive health impacts and affirmation that the CLF-funded goods and services had reduced their risk for hospitalization (93%) and prevented institutionalization (87%). CLF is supporting this contract in FY 17/18 and anticipates continuing to the support in FY 18/19.

## **CASE MANAGEMENT TRAINING**

Case management training is an essential component in building the capacity and overall workforce development. In FY 1819, in response to the needs of the community-based organizations to have flexibility and diversity of topics, these training funds will be distributed to case management contractors to provide training to their staff. Any training will be pre-approved by DAAS/OOA staff. This will replace Case Management Training Institute (CMTI) which ended in October 2016.

## **ACCOUNTABILITY: REPORTING, EVALUATION, AND COMMUNITY INPUT**

DAAS's plans for reporting and evaluation of the CLF Program are detailed below.

### **Data Collection & Reporting**

DAAS is committed to measuring the impact of its investments in community services. The CLF program consistently met and exceeded its goals to support successful community living for those discharged or at imminent risk of institutionalization. Beginning FY 15/16, DAAS shifted to focus on the measures below:

- ❖ Percent of clients with one or fewer admissions to an acute care hospital within a six month period. Target: 80%.

CLF program is anticipated to continue to exceed the performance measure target of clients having one or fewer unplanned admissions.

- ❖ Percent of care plan problems resolved, on average, after one year of enrollment in (excludes clients with ongoing purchases). Target: 80%.

CLF program will continue to make progress towards the target this year. This measure reflects the complexity of the population served: clients tend to have complex needs that take time to resolve or develop new care needs to remain stable in the community. However, while a subset of clients will always have less than 100% performance due to ongoing care needs, review of client records has identified that staff training related to database utilization is needed to ensure care plan items are updated throughout enrollment. In FY 18/19, DAAS and the CLF program will enhance staff training to ensure that documentation, and operational processes support data integrity and accuracy of these performance measurements.

CLF currently meets the new city ordinance that requires collection of sexual orientation and gender identity data effective July 2017. IOA/CLF has adopted DAAS' standardized demographic indicators and the reporting of sexual orientation.

### **Consumer Input**

The CLF Advisory Council first met in January 2009 and continues to meet quarterly. The Council is comprised of representatives from consumers, partner agencies, and community representatives. The Advisory Council reviews the consumer satisfaction surveys, waiting list statistics, program changes and other issues which may affect service delivery.

CLF continues to obtain consumer input through Satisfaction Surveys for CLF participants. On an annual basis, clients who are enrolled in the CLF Program are asked to complete a satisfaction survey that covers satisfaction with general services, social worker satisfaction, service impact and overall satisfaction with the entire CLF program. For FY 18/19, Vital Research was retained to implement a mixed methodology of mailed surveys followed by telephone interviews.

## TIMELINE

The DAAS Long Term Care Operations Director and the IOA will review monthly reports of service utilization and referral trends, as described in the reporting section, above. The following table highlights other important dates for public reporting.

<b>Timeline of Public Reporting – FY 2018/2019</b>	
<b>Quarter 1:</b> July – September 2018	<ul style="list-style-type: none"><li>▪ <i>August:</i> Prepare Six-Month Report on CLF activities from January through June 2017.</li></ul>
<b>Quarter 2:</b> October – December 2018	<ul style="list-style-type: none"><li>▪ <i>November:</i> Submit Six-Month Report to Aging and Adult Services Commission for review and forward to the Board of Supervisors, Mayor’s Office, LTCCC, and DPH.</li></ul>
<b>Quarter 3:</b> January – March 2019	<ul style="list-style-type: none"><li>▪ <i>February:</i> Prepare Six-Month Report on CLF activities from July through December 2017.</li><li>▪ <i>March:</i> Submit Six-Month Report to Aging and Adult Services Commission for review and forward to the Board of Supervisors, Mayor’s Office, LTCCC, and DPH.</li></ul>
<b>Quarter 4:</b> April – June 2019	<ul style="list-style-type: none"><li>▪ <i>April/May:</i> Prepare FY 18/19 CLF Annual Plan draft, seeking input from the LTCCC and DPH.</li><li>▪ <i>June:</i> Submit FY 18/19 CLF Annual Plan to Aging and Adult Services Commission for review and forward to the Board of Supervisors, Mayor’s Office, LTCCC, and DPH.</li></ul>

## ANTICIPATED EXPENDITURES

At the conclusion of FY 18/19, it is estimated that the CLF program will have spent a total of \$53.7 million since the program's inception. As a result of time studying by staff of the IOA and partner agencies, the CLF program funding is projecting expenditures and revenues of \$6.7 million for FY 18/19.

FY 18/19 Community Living Fund Budget	
<b>IOA Contract and subcontractors</b>	
Purchase of Service	\$1,659,739
Case Management	\$1,689,562
Operating and Capital	\$629,814
Indirect	\$292,406
<b>Total IOA Contract</b>	<b>\$4,271,521</b>
<b>Brilliant Corners (Scattered Site Contract)</b>	<b>\$3,080,814</b>
<b><u>Additional Offsetting Revenues:</u></b>	
CCT/IHO Reimbursement	(\$140,000)
Unspent funds from overall CLF program	(\$1,366,228)
	<b>(\$1,506,228)</b>
<b><u>DAAS Internal Staff Position Funding</u></b>	
Staff Salaries	\$425,347
Fringe Benefits	\$188,681
<b><u>Additional Program-Related areas:</u></b>	
Case Management Training Institute	\$121,800
Shanti Project/PAWS	\$75,000
DPH RTZ work order	\$96,000
<b>TOTAL</b>	<b>\$6,752,935</b>



## APPENDIX A: ELIGIBILITY CRITERIA

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To receive services under the CLF program, participants must meet all of the following criteria:

1. Be 18 years or older
2. Be a resident of San Francisco
3. Be willing and able to be living in the community with appropriate supports
4. Have income no more than 300% of federal poverty level for a single adult: \$36,420 plus savings/assets of no more than \$6,000 (Excluding assets allowed under Medi-Cal). Reflects the 2018 Federal Poverty guideline of \$ 12,140 for individuals.
5. Have a demonstrated need for a service and/or resource that will serve to prevent institutionalization or will enable community living.
6. Be institutionalized or be deemed at assessment to be at imminent risk of being institutionalized. In order to be considered “at imminent risk”, an individual must have, at a minimum, one of the following:
  - a. A functional impairment in a minimum of two Activities of Daily Living (ADL): eating, dressing, transfer, bathing, toileting, and grooming; or
  - b. A medical condition to the extent requiring the level of care that would be provided in a nursing facility; or
  - c. Unable to manage one’s own affairs due to emotional and/or cognitive impairment; and a functional impairment in a minimum of 3 Instrumental Activities of Daily Living (IADL): taking medications, stair climbing, mobility, housework, laundry, shopping, meal preparation, transportation, telephone usage and money management.

Specific conditions or situations such as substance abuse or chronic mental illness shall not be a deterrent to services if the eligibility criteria are met.

## APPENDIX B: CLF CONTRACTORS

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Agency	Specialty	Average Caseload per Care Manager
Institute on Aging	Program and case management supervision, 11 city-wide intensive Care Managers; 1 Program Aide 1 IHO/CCT/QA CM	15–22 intensive 10-20 banked cases 30-40 non intensive
<b>IOA Subcontractors:</b>		
Catholic Charities CYO	1 Citywide Care Manager 1 Care Coordinator	15-22 intensive 40-50 cases
Conard House	1 Money Management Care Manager	40-50 cases
HealthRight 360	1 Care Manager with substance abuse expertise.	15-22 intensive

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## MEMORANDUM

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DATE: May 2, 2018

TO: Angela Calvillo, Clerk of the San Francisco Board of Supervisors

THROUGH: Aging and Adult Services Commission

FROM: Shireen McSpadden, Executive Director, Department of Aging and Adult Services  
Carrie Wong, Long Term Care Operations Director

SUBJECT: Community Living Fund (CLF): Program for Case Management and Purchase of Resources and Services. Six Month Report: July-December 2017

### OVERVIEW

The San Francisco Administrative Code, Section 10.100-12, created the Community Living Fund (CLF) to support aging in place and community placement alternatives for individuals who may otherwise require care within an institution. This report fulfills the Administrative Code requirement that the Department of Aging and Adult Services (DAAS) report to the Board of Supervisors every six months detailing the level of service provided and costs incurred in connection with the duties and services associated with this fund.

The CLF provides for home- and community-based services, or a combination of equipment and services, that will help individuals who are currently, or at risk of being, institutionalized to continue living independently in their homes, or to return to community living. This program, using a two-pronged approach of coordinated case management and purchased services, provides the needed resources, not available through any other mechanism, to vulnerable older adults and younger adults with disabilities.

The CLF Six-Month Report provides an overview of trends. The attached data tables and charts show key program trends for each six month period, along with project-to-date figures where appropriate.

### KEY FINDINGS

#### Referrals & Service Levels

- ❖ The CLF received 202 total new referrals, which is consistent with the prior period. Most (82%) of those referred were eligible and most of these have been served.
- ❖ 297 clients were served. All clients were enrolled in the core CLF service – the intensive case management program provided by the Institute on Aging (IOA). This is consistent with IOA enrollment trends over the life of the program. The most clients ever active in a six month period was 316 individuals between January and July 2017.

## Demographics

Trends in CLF referrals are relatively consistent with slight shifts over time:

- ❖ Almost two-thirds of referred clients were seniors aged 60 and up. This is generally consistent with program trends to date. In 2011 and 2012, referred clients were more equally split between seniors and younger adults with disabilities (aged 18-59), but seniors typically represent the majority of referrals.
- ❖ Trends in the ethnic profile of new referrals remain generally consistent with prior periods. Most commonly, referrals were made on behalf of White (41%) clients. Over the last six months, there has been a slight increase in referrals for African-American clients (28% compared to 21% in the prior period) and Latino clients (17% compared to 12%). The percentage of referrals for Asian/Pacific Islander clients decreased in the last six months (10% compared to 21%). These trends likely reflect temporary staffing changes at IOA: a Cantonese-speaking Case Manager went out on leave and a new Spanish-speaking Case Manager was hired.<sup>1</sup>
- ❖ Referrals for English-speaking clients continue to dominate at 76% in the current reporting period. The second most common primary language remains Spanish, increasing from 8% to 15%. Approximately 6% speak Asian/Pacific Islander languages, most commonly Cantonese and Tagalog at 2% each.
- ❖ More than half of referrals (56%) were for males. This trend has been relatively consistent since June 2011.<sup>2</sup> No referred clients were identified as transgender or genderqueer.
- ❖ Referred clients are most frequently heterosexual (69% of all referrals; 84% of referrals with a documented response to the sexual orientation question). Approximately seven percent of all referrals were for persons identified as gay/lesbian/same-sex loving and two percent were for persons identified as bisexual. Approximately 17% of referrals were missing sexual orientation data.<sup>3</sup>
- ❖ The most frequent zip code for referred clients remained 94102 (17% of referrals). This area includes the Tenderloin and Hayes Valley areas. Other common areas are 94103 (SOMA) with 11% of all referrals, 94116 (Parkside, Laguna Honda) with 10%, and 94110 (Mission) with 8%.
- ❖ Referrals from Laguna Honda Hospital represent 20% of all referrals. This is consistent with the prior period and remains lower than general program trends. Between 2010 and 2016, 35% of referrals on average came from Laguna Honda Hospital. This likely reflects broader trends in the Laguna Honda Hospital client population and availability of appropriate housing to support safe discharge and

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<sup>1</sup> While IOA uses translation services to meet the language needs of any client needing CLF services, referrals for clients with language needs tend to decrease when in-house capacity is limited.

<sup>2</sup> Note: This demographic characteristic has been newly added to the Six Month Report beginning with the July-December 2015 report. Historic data was populated.

<sup>3</sup> This is the first reporting period under the local ordinance requirements to collect sexual orientation data, and data collection of this information has improved significantly (33% of referrals had no data in the last reporting period and over 40% were missing this data in prior years). The DAAS Integrated Intake Unit will continue working with referents to improve collection of this data at point of intake.

stability in the community. Many Laguna Honda Hospital residents need supportive housing, such as Direct Access to Housing (DAH), but there is a waitlist for this type of housing.

## Service Requests

- ❖ Self-reported service needs remain consistent with prior periods. The most commonly-requested services at intake include: case management (77%), in-home support (74%), mental health/substance abuse services (43%), and housing-related support (45%). Other frequent requests include assistive devices (41%) and food assistance (37%).

## Program Costs

The six-month period ending in December 2017 shows a net decrease of \$423,372 in CLF program costs over the prior six-month period ending in June 2017. This is primarily due to a decrease in expenditures from the contract with Institute on Aging.

- ❖ Total monthly program costs per client<sup>4</sup> averaged \$1,872 per month in the latest six-month period, a decline of \$111 per month over the prior six-month period. The average cost per client also decreased due to a lower number of active cases (297 in the latest six-month period compared to 316 in the prior six-month period). Excluding costs for home care and rental subsidies, average monthly purchase of service costs for CLF clients who received any purchased services was \$135 per month in the latest reporting period, a decrease of \$31 per client from the previous six-month period.

## Performance Measures

DAAS is committed to measuring the impact of its investments in community services. The CLF program has consistently met and exceeded its goals to support successful community living for those discharged from institution or at imminent risk of institutionalization. Given this demonstrated success, DAAS shifted focus to the below two new performance measures beginning in FY 15/16:

- ❖ Percent of clients with one or fewer unplanned (“acute”) hospital admissions within a six month period (excludes “banked” clients). *Goal: 80%.*  
With **96%** of clients having one or fewer unplanned admissions, the CLF program exceeded the performance measure target. DAAS will continue to monitor this measure and evaluate the goal threshold.

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<sup>4</sup> This calculation = [Grand Total of CLF expenditures (from Section 3-1)]/ [All Active Cases (from Section 1-1)]/6.

- ❖ Percent of care plan problems resolved, on average, after one year of enrollment in CLF (excludes “banked” clients). *Goal: 80%*

On average, **63%** of service plan items were marked as resolved or transferred.<sup>5</sup> This is a decline from the prior two reporting periods and largely reflects the need to update program protocol and enhance training on service plan completion. Essentially, care managers are waiting to mark service plan items as “resolved” until they conduct a full reassessment after a year of enrollment in CLF; however, they should be updating service plans throughout the year as items are resolved. IOA is working to strengthen supervisor monitoring of care plan completion and will work with the database vendor, RTZ, to develop reports to support improvement of this function.

### **Systemic changes / Trends affecting CLF**

- ❖ As of March 2018, there are 36 referrals awaiting assignment with an average wait time of 51 days. Most were submitted in January or later; the oldest referral is from November 2017.
- ❖ During this reporting period, CLF transitioned six residents from Laguna Honda Hospital to Scattered Site Housing units managed by Brilliant Corners. CLF facilitated monthly MDT meetings hosted at IOA to review the prospective referrals from Laguna Honda Hospital for clinical appropriateness of independent community living. CLF-eligible individuals living in institutional care who have no appropriate housing alternatives and meet Scattered Site Housing criteria are considered for these units. At the end of December 2017, Brilliant Corners has the capacity to serve approximately 4 additional clients.
- ❖ Launched in July 2017, the new Integrated Housing database streamlined information-sharing between CLF and Brilliant Corners for mutual clients. This reporting period focused on testing, data entry, and migration to the new database.
- ❖ The demand for community placements with on-site support continues to increase. This is demonstrated in two specific areas:
  1. Residential Care Facilities for the Elderly (RCFE). Due to the fact that RCFE subsidies are high for low-income clients, CLF is currently at capacity for subsidies available for individuals requiring RCFE level of care.
  2. Independent Supportive Housing. While the total number of referrals for Scattered Site Housing has remained relatively stable, the majority of referrals received by CLF are for non-Scattered Site Housing units, such as Direct Access to Housing. This results in longer client stays at Laguna Honda Hospital for individuals who no longer have a skilled nursing need, but require this level of housing support for a successful community transition.

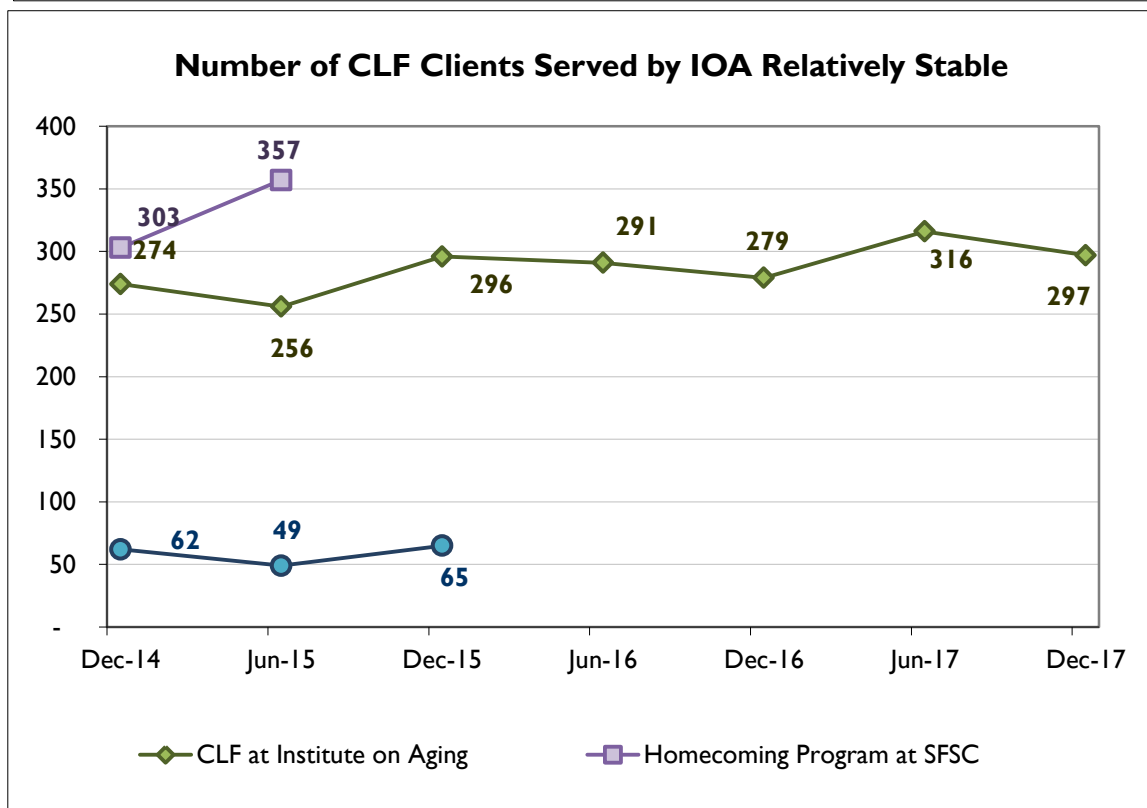
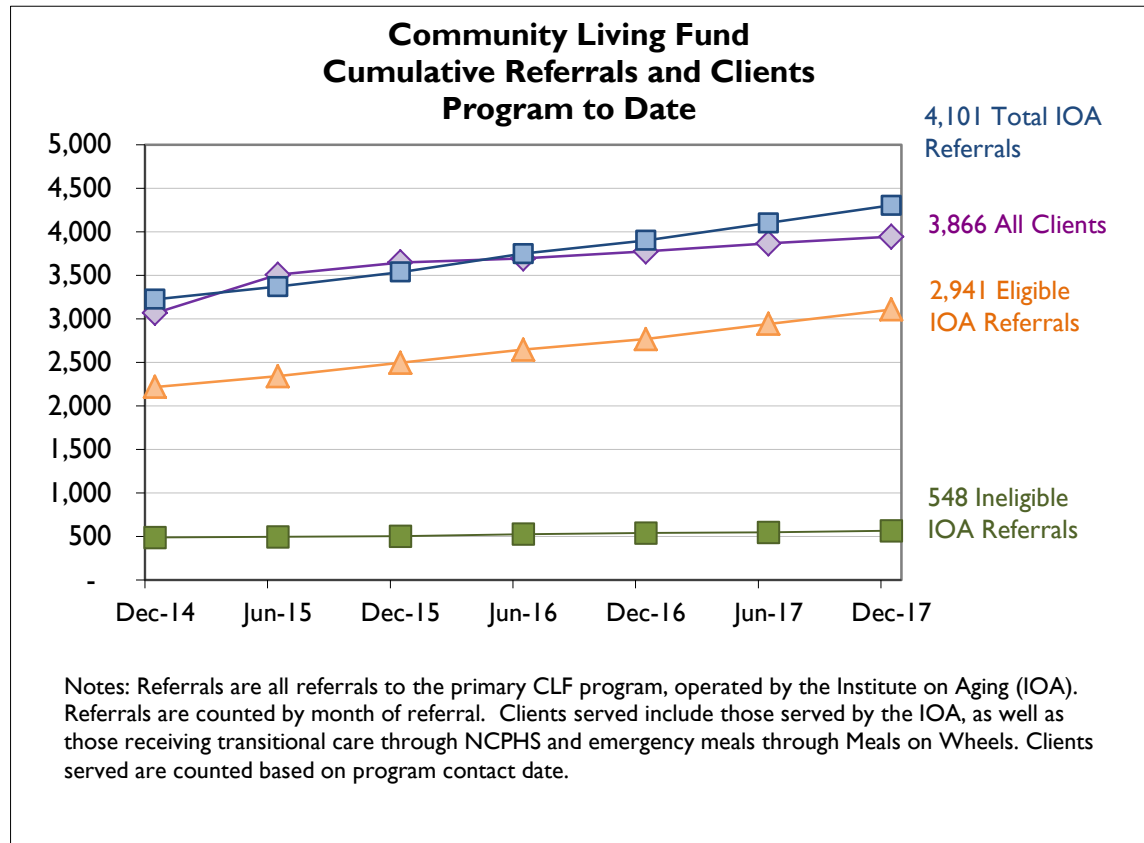
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<sup>5</sup> This measure is focused on the first year of enrollment in CLF. It includes clients enrolled at least 12 months and those enrolled for less time whose cases were closed because all service needs were addressed. It does not include clients who moved or passed away before a full year of enrollment. It includes items that were resolved or transferred to another professional for resolution.

Supportive Services at DAH buildings often include a combination of front desk personnel, social workers, nurses, and money managers who all work on-site.

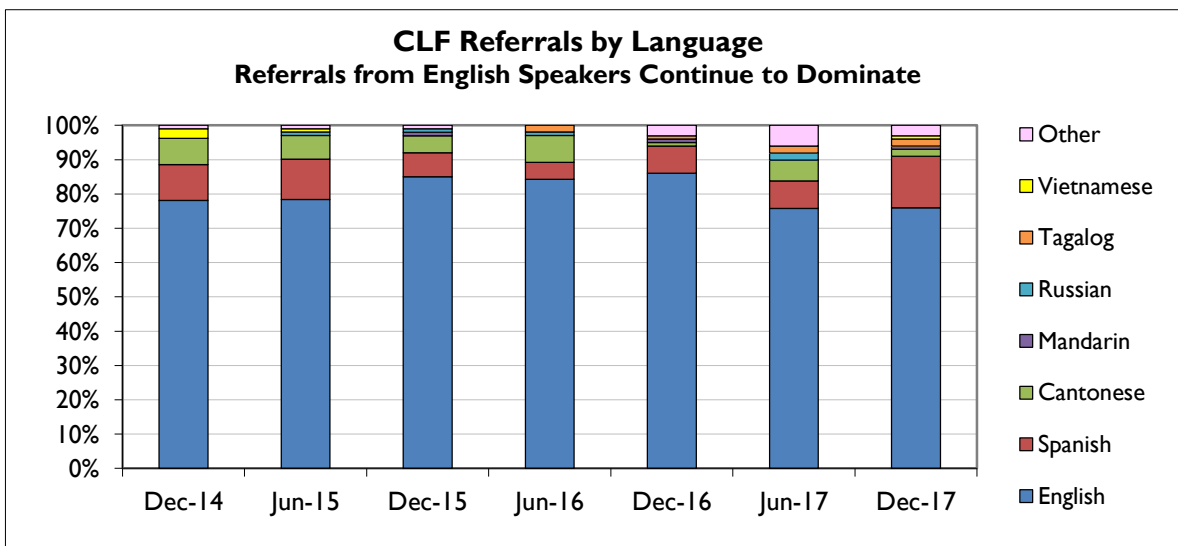
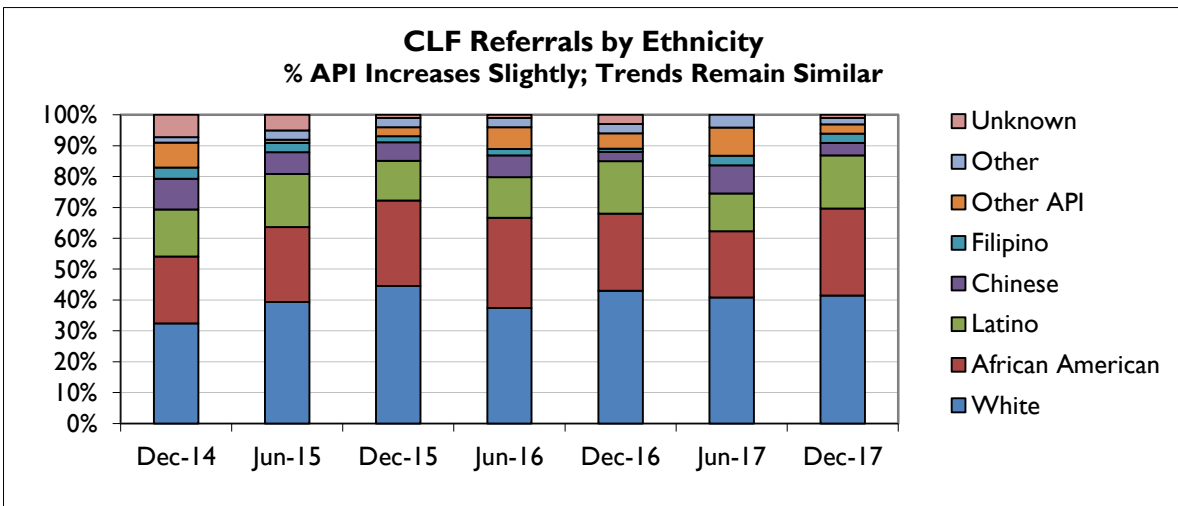
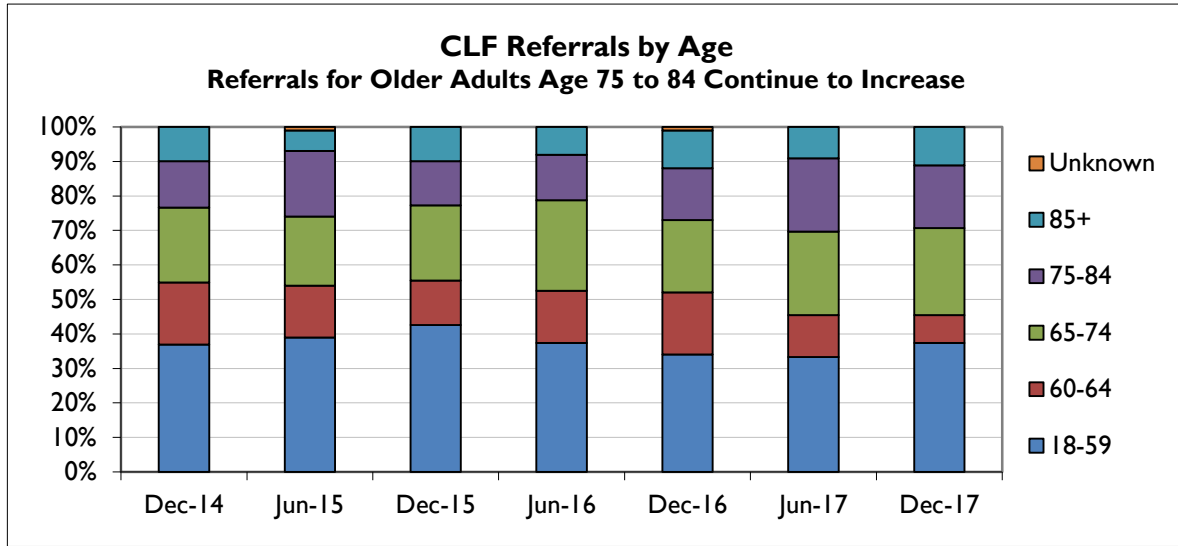
- ❖ In November 2017, CLF created a new In-Home Operations (IHO) Care Manager to manage a caseload of approximately 30-40 clients receiving the IHO Medi-Cal Waiver. Due to the community needs for long-term case management, this role frees up case management slots for both CLF and Linkages (IOA Contract with DAAS Office on the Aging). Previously, both CLF and Linkages managed the IHO Waiver requirements, which included semi-annual Medi-Cal documentation and home care management, for these historically CLF clients.
- ❖ CLF continues to outreach for individuals who have long-term case management and have purchase needs only. The Care Coordinator position at Catholic Charities increases access to the CLF purchase of service dollars for these clients. Eligible referrals have a one-time purchase need not covered by another resource that will prevent institutionalization and do not require CLF's traditional Intensive Case Management.
- ❖ In partnership with the Mayor's Office of Housing and Community Development, CLF conducted level of care assessments and transitioned individuals who no longer require 24-hour care from Residential Care Facilities for the Chronically III (RCFCI) to appropriate lower levels of care. During this time period, CLF transitioned three long time RCFCI residents who voluntarily expressed interest in returning to independent community living. Six clients remain in the pipeline awaiting housing.

## Community Living Fund Six-Month Report



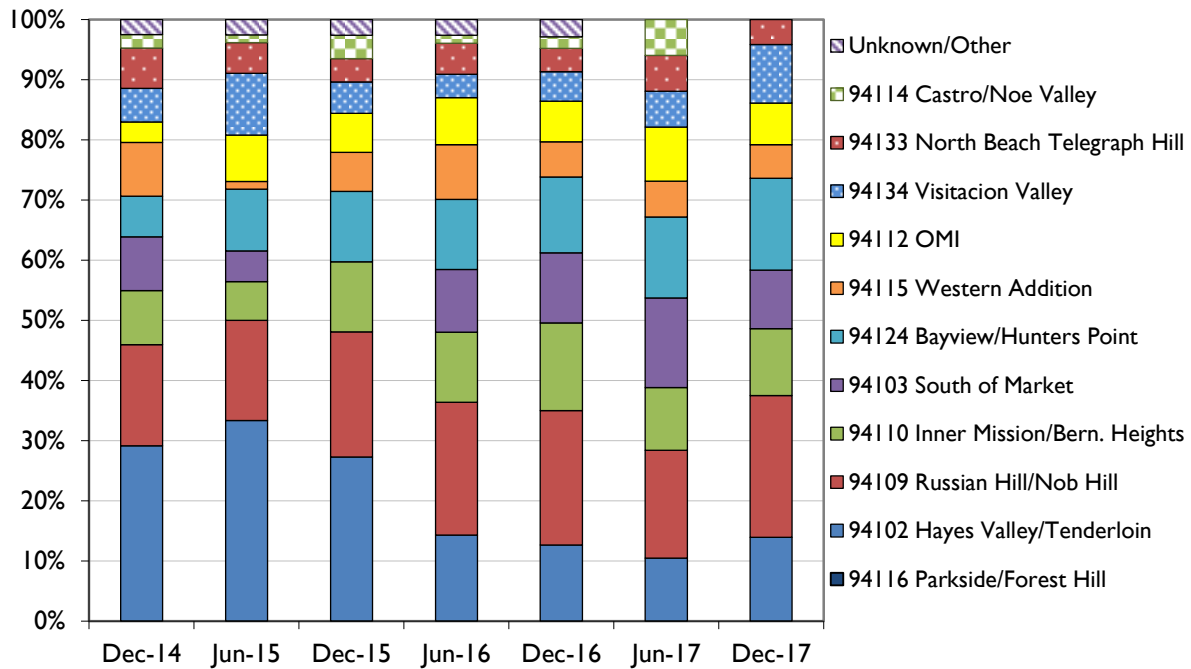


# Community Living Fund Six-Month Report

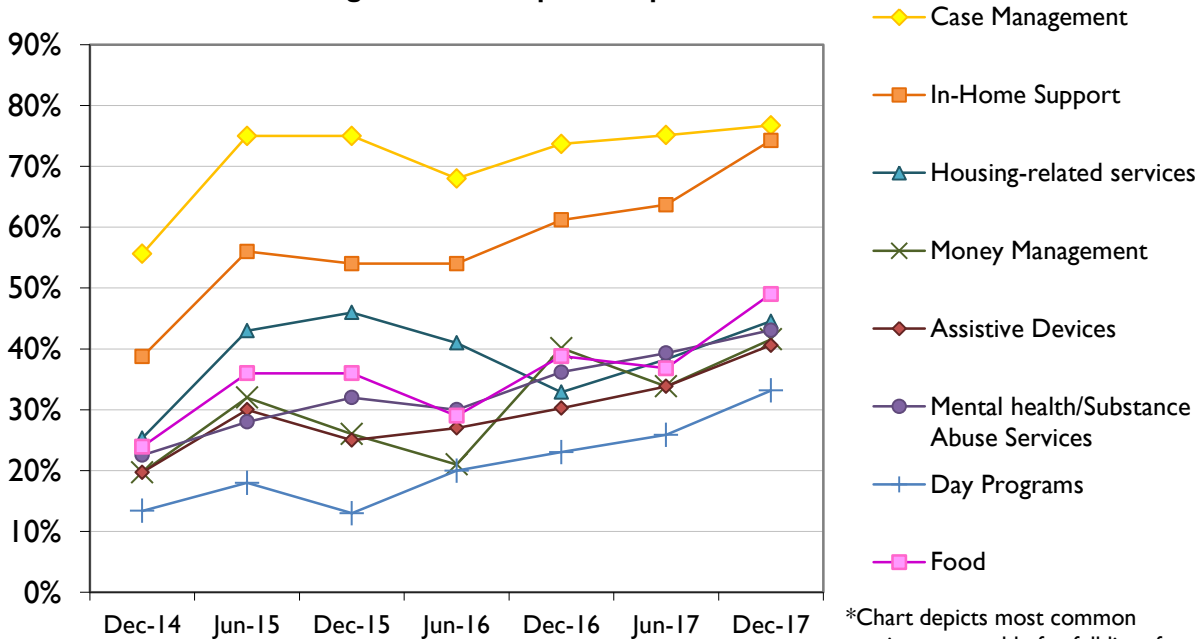


# Community Living Fund Six-Month Report

## CLF Referrals by Zip Code



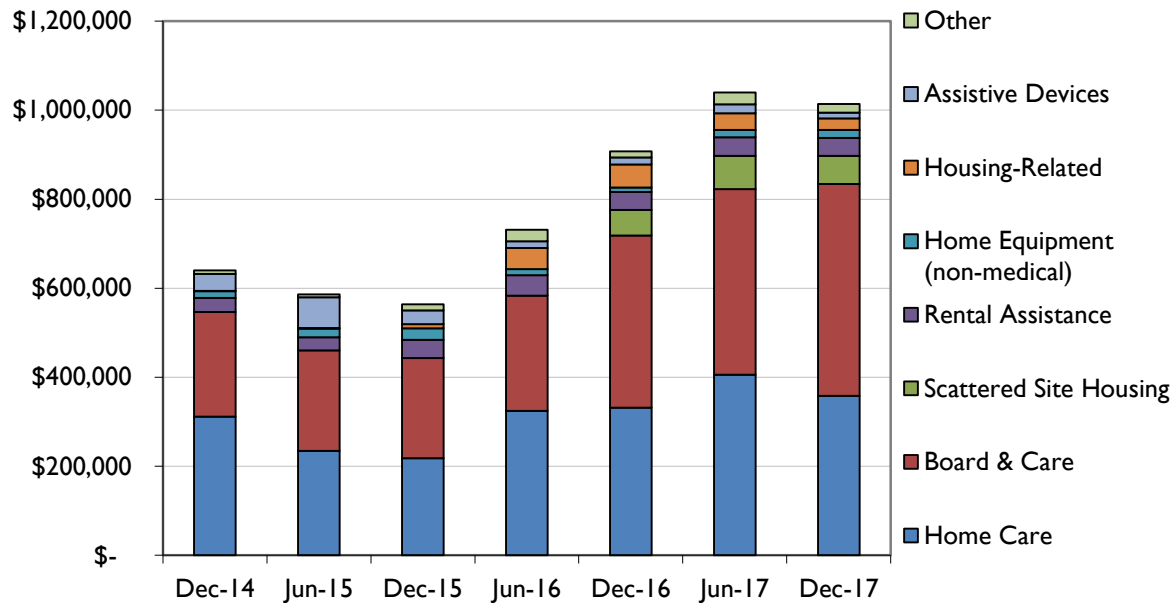
## Self-Reported Need for Services at Referral Case Management & In-Home Support Remain Among the Most Frequent Requests



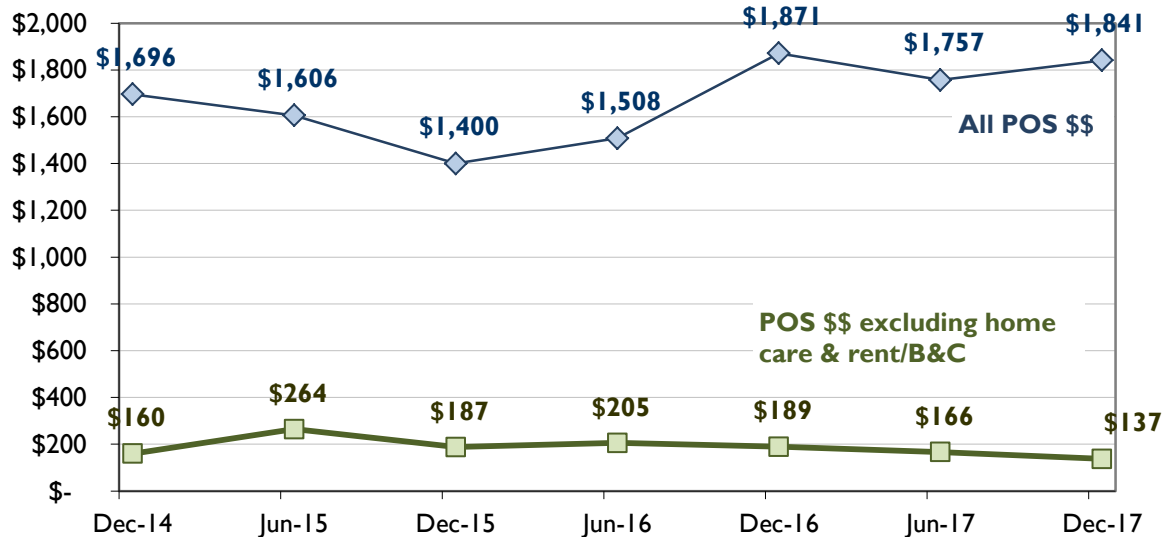
\*Chart depicts most common services - see table for full list of services reported needed at intake

## Community Living Fund Six-Month Report

### Expenditures at CLF Continue to Increase. Large Increases in Spending on Home Care, Board & Care, and Scattered Site Housing.

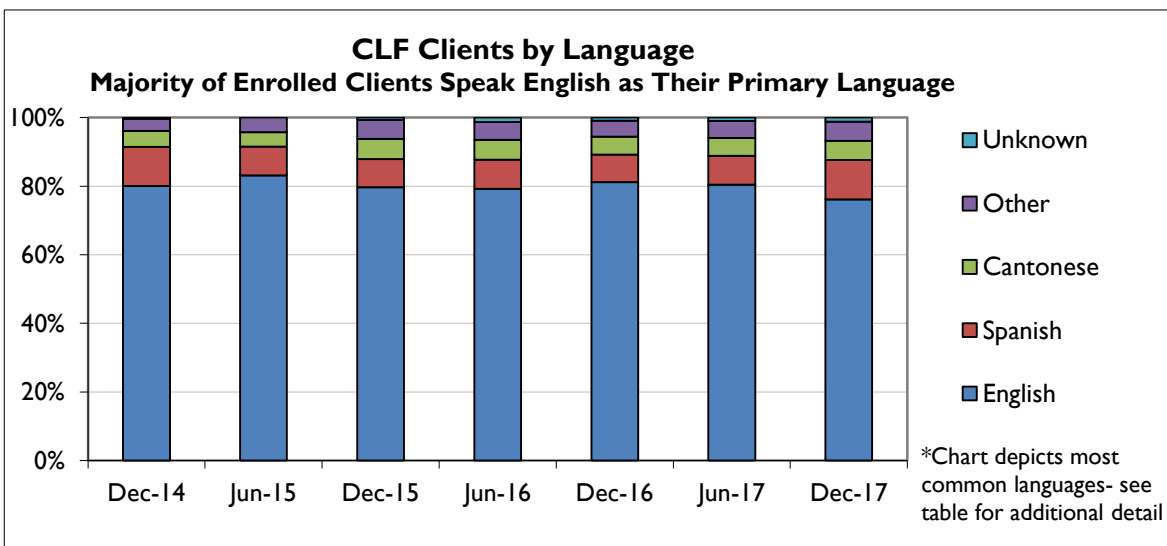
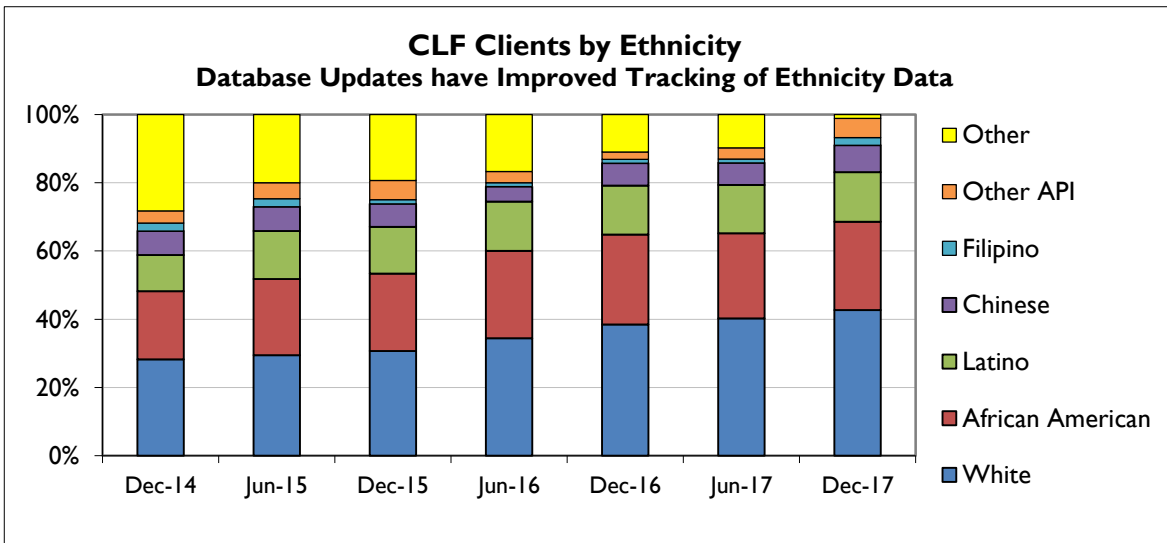
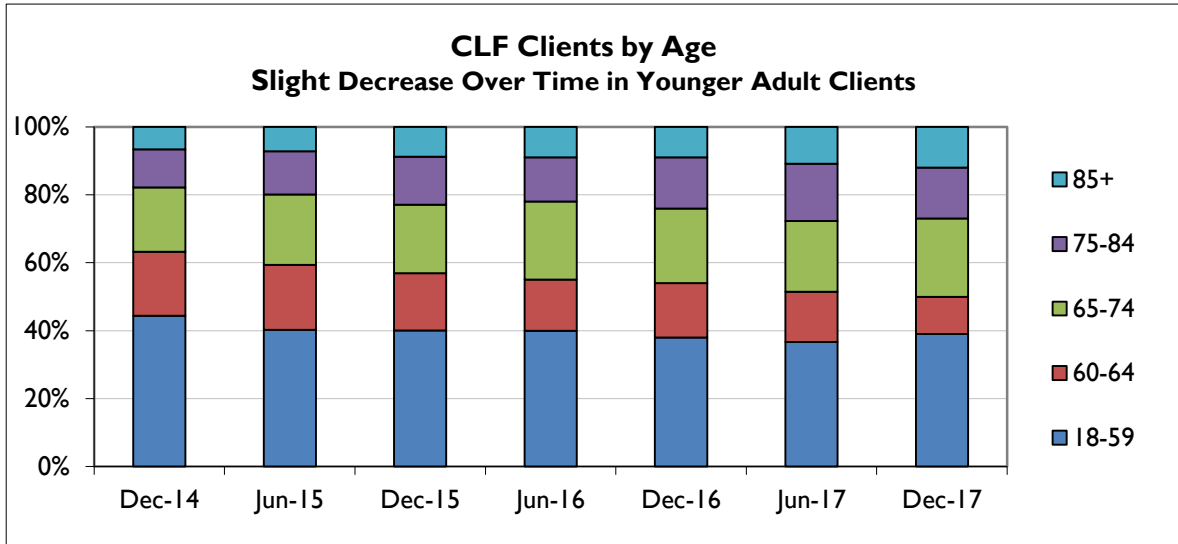


### Average Monthly Purchase of Service (POS) Cost Per Client for CLF Clients with Any Purchases: Overall rate remains higher than prior years due to increase in Home Care, Board & Care, and Scattered Site Housing purchases, while spending rate excluding these categories decreased slightly.

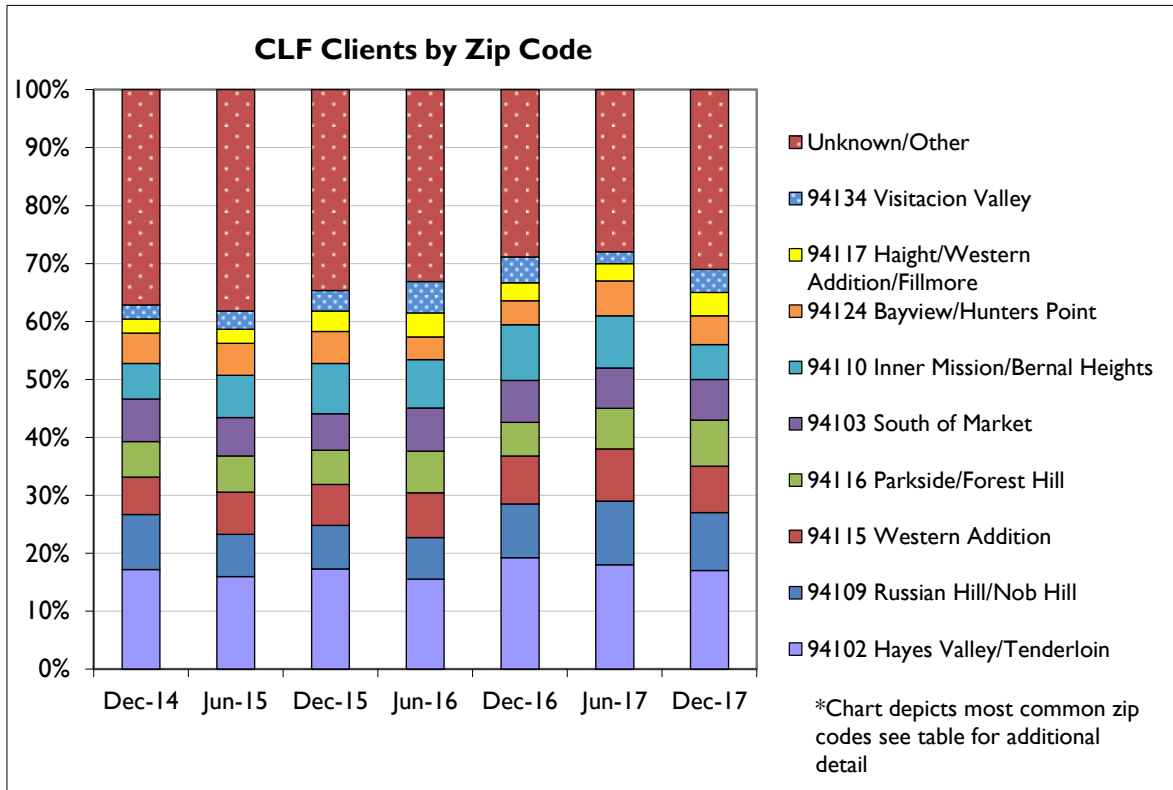


Note: Purchases in this chart represent those from the Institute on Aging sub-program of CLF.

# Community Living Fund Six-Month Report



# Community Living Fund Six-Month Report



## Community Living Fund Six-Month Report

Active Caseload	Dec-14		Jun-15		Dec-15		Jun-16		Dec-16		Jun-17		Dec-17	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%
<b>All Active Cases*</b>	631		659		358		291		279		316		297	
Change from Prior 6 Months	105	20.0%	28	4.4%	(301)	-45.7%	(67)	-18.7%	(12)	-4.1%	37	13.3%	(19)	-6.0%
Change from Previous Year	110	21.1%	133	25.3%	(273)	-43.3%	(368)	-55.8%	(79)	-22.1%	25	8.6%	18	6.5%
Change from 2 Years	164	35.1%	186	39.3%	(163)	-31.3%	(235)	-44.7%	(352)	-55.8%	(343)	-52.0%	(61)	-17.0%
<b>Program Enrollment</b>														
CLF at Institute on Aging	274	43%	256	39%	296	83%	291	100%	279	100%	316	100%	297	100%
with any service purchases	115	42%	119	46%	134	45%	145	50%	147	53%	180	57%	145	49%
with no purchases	159	58%	137	54%	162	55%	146	50%	132	47%	136	43%	152	51%
Transitional Care (Homecoming)	303	48%	357	54%	.	.	.	.	.	.	.	.	.	.
Emergency Meals at MOW	62	10%	49	7%	65	18%	.	.	.	.	.	.	.	.
<b>Program to Date</b>														
All CLF Enrollment	3,067		3,505		3,646		3,692		3,774		3,866		3,942	
CLF at Institute on Aging Enrollment	1,362	44%	1,416	40%	1,504	41%	1,554	42%	1,638	43%	1,734	45%	1,813	46%
with any service purchases	971	71%	1,013	72%	1,056	70%	1,099	71%	1,172	72%	1,250	72%	1,280	71%
Average monthly \$/client (all clients, all \$)	\$ 500		\$ 491		\$ 908		\$ 1,237		\$ 2,080		\$ 1,983		\$ 1,872	
Average monthly purchase of service \$/client for CLF IOA purchase clients	\$ 1,696		\$ 1,606		\$ 1,400		\$ 1,508		\$ 1,871		\$ 1,757		\$ 1,841	
Average monthly purchase of service \$/client for CLF IOA purchase clients, excluding home care, housing subsidies	\$ 160		\$ 264		\$ 187		\$ 205		\$ 189		\$ 166		\$ 137	

\*Includes clients enrolled with Institute on Aging, Homecoming (through June 2015), and Emergency Meals (through December 2015).

## Community Living Fund Six-Month Report

Referrals	Dec-14		Jun-15		Dec-15		Jun-16		Dec-16		Jun-17		Dec-17	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%
<b>New Referrals**</b>	111		144		168		211		152		201		202	
Change from previous six months	(31)	-22%	33	30%	24	17%	43	26%	(59)	-28%	49	32%	1	0%
Change from previous year	(36)	-24%	2	1%	57	51%	67	47%	(16)	-10%	(10)	-5%	50	33%
<b>Status After Initial Screening</b>														
Eligible:	84	76%	123	85%	154	92%	152	72%	121	80%	174	87%	166	82%
Approved to Receive Service	76	90%	105	85%	123	80%	116	76%	121	100%	154	89%	151	91%
Wait List	7	8%	1	1%	16	10%	27	18%	0	0%	0	0%	13	8%
Pending Final Review	1	1%	15	12%	9	6%	9	6%	0	0%	20	11%	2	1%
Ineligible	12	11%	6	4%	8	5%	24	11%	13	9%	8	4%	17	8%
Withdrew Application	10	9%	10	7%	12	7%	35	17%	18	12%	19	9%	19	9%
Pending Initial Determination	0	0%	4	3%	0	0%	0	0%	0	0%	0	0%	0	0%
Program to Date														
Total Referrals	3,225		3,369		3,537		3,748		3,900		4,101		4,303	
Eligible Referrals	2,217	69%	2,340	69%	2,494	71%	2,646	71%	2,767	71%	2,941	72%	3,107	72%
Ineligible Referrals	489	15%	495	15%	503	14%	527	14%	540	14%	548	13%	565	13%

\*\* New Referrals include all referrals received by the DAAS Intake and Screening Unit for CLF services at IOA in the six-month period.

## Community Living Fund Six-Month Report

Referral Demographics	Jun-08	Dec-08	Jun-09	Dec-09	Jun-10	Dec-10	Jun-11	Dec-11	Jun-12	Dec-12	Jun-13	Dec-13	Jun-14	Dec-14	Jun-15	Dec-15	Jun-16	Dec-16	Jun-17	Dec-17
<b>Age (in years)</b>																				
18-59	30%	31%	38%	32%	43%	48%	41%	47%	51%	47%	39%	48%	32%	37%	39%	43%	37%	34%	33%	37%
60-64	10%	11%	13%	13%	14%	11%	17%	12%	10%	14%	17%	17%	21%	18%	15%	13%	15%	18%	12%	8%
65-74	21%	20%	17%	21%	19%	16%	14%	20%	12%	18%	20%	18%	18%	22%	20%	22%	26%	21%	24%	25%
75-84	22%	24%	18%	20%	13%	17%	14%	11%	16%	12%	14%	9%	18%	14%	19%	13%	13%	15%	21%	18%
85+	17%	14%	14%	13%	10%	8%	8%	9%	11%	9%	9%	8%	10%	10%	6%	10%	8%	11%	9%	11%
Unknown	0%	0%	1%	0%	1%	0%	5%	1%	1%	1%	2%	1%	1%	0%	1%	0%	0%	1%	0%	0%
<b>Ethnicity</b>																				
White	30%	26%	36%	29%	30%	41%	47%	23%	25%	30%	31%	35%	37%	32%	39%	45%	37%	43%	40%	41%
African American	19%	21%	23%	18%	26%	16%	20%	30%	16%	21%	26%	23%	17%	22%	24%	28%	29%	25%	21%	28%
Latino	19%	15%	14%	13%	12%	15%	13%	14%	8%	9%	9%	12%	15%	15%	17%	13%	13%	17%	12%	17%
Chinese	8%	14%	7%	7%	6%	5%	3%	4%	4%	5%	6%	7%	10%	10%	7%	6%	7%	3%	9%	4%
Filipino	5%	6%	4%	2%	2%	1%	2%	3%	2%	1%	0%	1%	4%	4%	3%	2%	2%	1%	3%	3%
Other API	3%	5%	4%	1%	2%	2%	1%	2%	2%	3%	3%	1%	4%	8%	1%	3%	7%	5%	9%	3%
Other	2%	2%	6%	4%	2%	4%	3%	5%	2%	3%	3%	3%	4%	2%	3%	3%	3%	3%	4%	2%
Unknown	15%	11%	7%	25%	21%	15%	10%	19%	40%	28%	21%	17%	9%	7%	5%	1%	1%	3%	0%	1%
<b>Language</b>																				
English	68%	63%	76%	79%	78%	77%	83%	77%	83%	84%	78%	81%	76%	78%	80%	85%	86%	86%	75%	76%
Spanish	15%	13%	10%	9%	11%	12%	8%	12%	8%	7%	8%	10%	11%	10%	12%	7%	5%	8%	8%	15%
Cantonese	5%	9%	5%	6%	7%	3%	2%	6%	4%	4%	7%	6%	7%	8%	7%	5%	8%	1%	6%	2%
Mandarin	2%	2%	3%	1%	1%	0%	0%	0%	1%	1%	1%	1%	2%	0%	0%	1%	0%	1%	0%	1%
Russian	1%	1%	1%	1%	2%	1%	0%	2%	1%	1%	1%	1%	2%	0%	1%	1%	1%	0%	2%	0%
Tagalog	2%	5%	0%	2%	2%	0%	1%	2%	2%	0%	0%	0%	0%	0%	0%	0%	2%	1%	2%	2%
Vietnamese	1%	1%	0%	0%	0%	0%	2%	0%	2%	0%	1%	0%	0%	3%	1%	0%	0%	0%	0%	1%
Other	6%	6%	4%	2%	1%	6%	4%	1%	0%	3%	4%	1%	1%	1%	1%	1%	0%	3%	6%	3%
<b>Gender</b>																				
Male	47%	49%	41%	44%	53%	49%	66%	60%	55%	63%	61%	60%	61%	56%	58%	58%	60%	55%	53%	56%
Female	50%	50%	54%	53%	43%	45%	32%	39%	44%	37%	38%	40%	38%	44%	42%	40%	40%	45%	47%	43%
Transgender MtF	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	1%	2%	0%	0%	0%	0%
Transgender FtM	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Other (Genderqueer, Not listed)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Incomplete/Missing data	4%	1%	5%	3%	4%	6%	2%	1%	1%	0%	1%	1%	0%	0%	0%	1%	0%	0%	0%	0%
<b>Sexual Orientation</b>																				
Heterosexual	36%	40%	41%	39%	40%	29%	31%	44%	33%	40%	34%	31%	33%	42%	51%	46%	48%	50%	55%	69%
Gay/Lesbian/Same Gender-Loving	3%	3%	2%	2%	3%	4%	6%	3%	7%	7%	6%	5%	6%	3%	4%	8%	8%	5%	6%	7%
Bisexual	0%	0%	0%	0%	0%	1%	1%	1%	0%	2%	1%	0%	0%	0%	1%	1%	0%	3%	0%	2%
Other (Questioning/Unsure, Not Listed)	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	3%	0%
Declined to State	3%	3%	1%	2%	1%	1%	1%	0%	1%	2%	3%	1%	1%	2%	0%	2%	0%	1%	1%	3%
Incomplete/Missing data/Not asked	59%	54%	56%	56%	56%	65%	61%	51%	60%	50%	56%	63%	59%	54%	44%	43%	44%	41%	33%	17%

Percentages may not sum to 100% due to rounding



## Community Living Fund Six-Month Report

Referral Demographics (cont.)	Jun-08	Dec-08	Jun-09	Dec-09	Jun-10	Dec-10	Jun-11	Dec-11	Jun-12	Dec-12	Jun-13	Dec-13	Jun-14	Dec-14	Jun-15	Dec-15	Jun-16	Dec-16	Jun-17	Dec-17
<b>Zipcode</b>																				
94102 Hayes Valley/Tenderloin	8%	10%	9%	10%	9%	12%	11%	10%	13%	8%	36%	9%	17%	14%	13%	16%	17%	16%	12%	17%
94103 South of Market	8%	9%	9%	6%	9%	6%	6%	7%	9%	3%	3%	5%	5%	5%	8%	9%	9%	9%	9%	11%
94107 Potrero Hill	4%	1%	2%	2%	2%	0%	1%	0%	1%	2%	1%	3%	0%	2%	1%	1%	1%	1%	0%	3%
94108 Chinatown	1%	1%	0%	1%	0%	1%	0%	0%	1%	1%	0%	1%	1%	0%	1%	1%	1%	3%	0%	0%
94109 Russian Hill/Nob Hill	8%	9%	10%	10%	7%	10%	9%	5%	7%	6%	4%	3%	7%	7%	5%	9%	9%	10%	7%	8%
94110 Inner Mission/Bernal Heights	12%	12%	11%	7%	5%	6%	3%	4%	4%	10%	4%	5%	6%	7%	4%	0%	8%	8%	10%	7%
94112 Outer Mission/Excelsior/Ingleside	4%	7%	5%	7%	5%	4%	3%	4%	3%	10%	2%	2%	2%	5%	8%	4%	3%	3%	4%	7%
94114 Castro/Noe Valley	2%	2%	2%	2%	3%	2%	5%	0%	1%	1%	1%	1%	1%	0%	2%	2%	2%	2%	2%	0%
94115 Western Addition	7%	8%	5%	6%	5%	4%	7%	9%	5%	3%	3%	4%	4%	3%	6%	5%	6%	5%	6%	5%
94116 Parkside/Forest Hill	11%	12%	17%	12%	26%	25%	21%	23%	21%	34%	21%	23%	18%	23%	26%	21%	11%	9%	7%	10%
94117 Haight/Western Addition/Fillmore	2%	3%	2%	3%	1%	3%	1%	0%	3%	1%	1%	3%	2%	4%	1%	2%	3%	1%	3%	3%
94118 Inner Richmond/Presidio/Laurel	5%	1%	2%	1%	1%	2%	2%	2%	1%	2%	3%	1%	1%	2%	1%	2%	2%	3%	4%	2%
94121 Outer Richmond/Sea Cliff	3%	2%	2%	3%	1%	4%	0%	0%	1%	1%	1%	3%	2%	2%	1%	1%	1%	2%	0%	0%
94122 Sunset	2%	3%	5%	2%	2%	1%	3%	2%	1%	1%	3%	5%	7%	3%	3%	5%	3%	2%	4%	2%
94123 Marina/Cow Hollow	2%	1%	1%	0%	2%	0%	0%	0%	2%	0%	1%	1%	1%	0%	1%	2%	0%	0%	2%	1%
94124 Bayview/Hunters Point	5%	6%	7%	10%	4%	6%	5%	6%	6%	6%	4%	7%	4%	7%	1%	5%	7%	4%	4%	4%
94127 West Portal/St. Francisc Wood	2%	1%	1%	1%	1%	0%	0%	0%	0%	1%	0%	0%	1%	1%	0%	0%	1%	0%	0%	2%
94129 Presidio	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%
94130 Treasure Island	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
94131 Twin Peaks/Diamond Hts/Glen Park	4%	1%	0%	3%	1%	2%	2%	1%	3%	1%	0%	1%	3%	3%	1%	0%	0%	1%	3%	0%
94132 Stonestown/Lake Merced	2%	1%	1%	1%	4%	0%	3%	2%	1%	0%	0%	3%	2%	1%	2%	1%	2%	4%	2%	1%
94133 North Beach Telegraph Hill	2%	3%	2%	3%	3%	3%	1%	2%	2%	2%	3%	2%	4%	2%	1%	3%	1%	1%	4%	0%
94134 Visitacion Valley	4%	3%	2%	3%	4%	1%	1%	1%	0%	3%	1%	5%	3%	5%	4%	3%	4%	3%	4%	3%
Unknown/Other	3%	4%	5%	6%	7%	5%	14%	23%	13%	5%	7%	15%	9%	5%	7%	11%	9%	13%	10%	9%
Referral Source = Laguna Honda Hospital/TCM	9%	13%	18%	14%	26%	31%	27%	30%	30%	47%	37%	43%	32%	42%	44%	31%	30%	26%	18%	20%

Percentages may not sum to 100% due to rounding

## Community Living Fund Six-Month Report

	Jun-08	Dec-08	Jun-09	Dec-09	Jun-10	Dec-10	Jun-11	Dec-11	Jun-12	Dec-12	Jun-13	Dec-13	Jun-14	Dec-14	Jun-15	Dec-15	Jun-16	Dec-16	Jun-17	Dec-17
<b>Services Needed at Intake (Self-Reported)</b>																				
Case Management	31%	52%	52%	43%	67%	58%	81%	66%	50%	68%	61%	74%	60%	56%	75%	75%	68%	74%	75%	77%
In-Home Support	48%	43%	47%	39%	51%	58%	61%	58%	47%	56%	42%	52%	44%	39%	56%	54%	54%	61%	64%	74%
Housing-related services	13%	27%	41%	22%	34%	49%	38%	40%	34%	32%	28%	35%	35%	25%	43%	46%	41%	33%	38%	45%
Money Management	4%	26%	27%	21%	30%	36%	35%	29%	20%	33%	22%	32%	21%	20%	32%	26%	21%	40%	34%	42%
Assistive Devices	12%	27%	27%	23%	27%	23%	22%	24%	19%	19%	17%	22%	27%	20%	30%	25%	27%	30%	34%	41%
Mental health/Substance Abuse Services	3%	23%	19%	24%	26%	36%	30%	31%	32%	35%	26%	37%	25%	23%	28%	32%	30%	36%	39%	43%
Day Programs	4%	30%	26%	23%	25%	11%	26%	26%	21%	20%	15%	19%	16%	13%	18%	13%	20%	23%	26%	33%
Food	4%	17%	16%	11%	23%	26%	25%	23%	23%	22%	28%	24%	23%	24%	36%	36%	29%	39%	37%	49%
Caregiver Support	3%	15%	23%	18%	17%	23%	18%	19%	10%	15%	10%	12%	15%	14%	15%	18%	19%	24%	25%	25%
Home repairs/Modifications	6%	13%	18%	17%	15%	19%	21%	19%	13%	23%	14%	18%	24%	17%	18%	18%	20%	15%	23%	29%
Other Services	35%	8%	9%	18%	11%	11%	5%	13%	9%	5%	9%	11%	16%	11%	14%	17%	13%	16%	23%	20%
<b>Performance Measures</b>																				
<b>Active Performance Measures</b>																				
Percent of CLF clients with 1 or less acute hospital admissions in six month period																93%	89%	89%	89%	96%
Percent of care plan problems resolved on average after first year of enrollment in CLF																55%	61%	73%	75%	63%
<b>Archived Performance Measures</b>																				
Percentage of CLF clients who have successfully continued community living for a period of at least six months:																				
Formerly institutionalized clients	73%	76%	70%	80%	80%	81%	76%	79%	77%	82%	82%	84%								
Clients previously at imminent risk of nursing home placement	76%	76%	74%	82%	82%	80%	82%	81%	83%	80%	82%	83%								
Target	70%	70%	70%	75%	75%	75%	75%	80%	80%	80%	80%	80%								
Percentage of CLF clients who had successfully continued community living for six months or more by the time of disenrollment.	63%	79%	76%	82%	74%	73%	88%	88%	93%	90%	91%	91%								

## Community Living Fund Six-Month Report

Expenditures	Jun-16	Dec-16	Jun-17	Dec-17	Project to Date
IOA Contract					
Purchase of Service *	\$ 779,848	\$ 876,467	\$ 1,085,570	\$ 1,003,855	\$ 12,670,673
CBAS Assessments for SF Health Plan	\$ 69,435	\$ 58,778	\$ 88,959	\$ -	\$ 676,042
Case Management	\$ 736,438	\$ 737,983	\$ 824,081	\$ 753,279	\$ 12,032,007
Capital & Equipment	\$ 1,289	\$ -	\$ -	\$ -	\$ 178,717
Operations	\$ 206,233	\$ 180,038	\$ 305,953	\$ 115,806	\$ 3,672,103
Indirect	\$ 148,138	\$ 143,952	\$ 180,135	\$ 130,363	\$ 1,885,664
CCT Reimbursement	\$ (24,945)	\$ (195,561)	\$ (162,190)	\$ (162,204)	\$ (1,092,762)
SF Health Plan Reimbursement for CBAS	\$ (201,520)	\$ -	\$ (202,840)		\$ (976,840)
Historical Expenditures within IOA Contract***	\$ -	\$ -			\$ 483,568
<i>Subtotal</i>	\$ 1,714,916	\$ 1,801,657	\$ 2,119,668	\$ 1,841,099	\$ 27,409,504
DPH Work Orders					\$ -
RTZ – DCIP	\$ 66,000	\$ 24,000	\$ 72,000	\$ -	\$ 912,000
DAAS Internal (Salaries & Fringe)	\$ 246,388	\$ 235,964	\$ 276,738	\$ 239,780	\$ 3,880,209
Homecoming Services Network & Research (SFSC)	\$ -	\$ -	\$ -		\$ 274,575
Emergency Meals (Meals on Wheels)	\$ 25,435	\$ -	\$ -		\$ 807,029
MSO Consultant (Meals on Wheels)	\$ 50,000	\$ -	\$ -		\$ 199,711
Case Management Training Institute (FSA)	\$ 56,211	\$ 46,562	\$ -		\$ 679,906
Scattered Site Housing (Brilliant Corners)	\$ -	\$ 1,373,336	\$ 1,290,957	\$ 1,255,112	\$ 2,664,293
Shanti / PAWS (Pets are Wonderful Support)	\$ -	\$ 20,328	\$ 54,672		\$ -
Historical Expenditures within CLF Program****	\$ -	\$ -			\$ 1,447,669
Grand Total	\$ 2,158,950	\$ 3,481,519	\$ 3,759,363	\$ 3,335,991	\$ 36,635,201
	FY1516	FY1617	FY1718	Project to Date	
Total CLF Fund Budget***	\$ 4,832,189	\$ 8,328,889	\$ 4,173,114	\$ 43,878,887	
% DAAS Internal of Total CLF Fund**	10%	6%	6%	9%	
* This figure does not match the figure in Section 4 of this report because this figure reflects the date of invoice to HSA, while the other reflects the date of service to the client.					
** According to the CLF's establishing ordinance, "In no event shall the cost of department staffing associated with the duties and services associated with this fund exceed 15% [...] of the total amount of the fund." When the most recent six-month period falls in July-December, total funds available are pro-rated to reflect half of the total annual fund.					
*** FY14/15 Budget includes \$200K of one-time addback funding for Management Services Organizations project that will be spent outside of CLF, which will not be included in the cost per client.					
**** Historical Expenditures from December 2014 and previously.					

## Community Living Fund Six-Month Report

CLF @ IOA Purchased Services	Dec-14		Jun-15		Dec-15		Jun-16		Dec-16		Jun-17		Dec-17		Project-to-Date	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	UDC
<b>Grand Total</b>	\$ 640,062	115	\$ 586,096	119	\$ 563,620	134	\$ 731,488	145	\$ 907,537	146	\$1,039,573	180	\$1,014,047	145	\$ 13,680,620	1,290
Home Care	\$ 311,727	28	\$ 235,001	27	\$ 218,247	35	\$ 324,564	35	\$ 332,063	38	\$ 406,100	49	\$ 358,621	40	\$ 5,494,584	296
Board & Care	\$ 234,902	20	\$ 225,153	19	\$ 224,879	18	\$ 258,892	22	\$ 386,317	28	\$ 416,658	25	\$ 475,858	28	\$ 4,795,904	72
Scattered Site Housing									\$ 57,282	-	\$ 75,052	3	\$ 63,019	3	\$ 195,353	4
Rental Assistance (General)	\$ 31,515	22	\$ 29,417	18	\$ 41,003	26	\$ 45,901	28	\$ 40,500	21	\$ 41,663	20	\$ 40,000	17	\$ 984,828	384
Non-Medical Home Equipment	\$ 15,390	25	\$ 19,684	29	\$ 25,675	41	\$ 13,503	31	\$ 10,365	23	\$ 16,391	19	\$ 18,159	26	\$ 578,515	706
Housing-Related	\$ 498	5	\$ 1,310	2	\$ 9,380	8	\$ 47,612	13	\$ 51,244	11	\$ 37,422	9	\$ 25,945	11	\$ 432,892	302
Assistive Devices	\$ 38,063	22	\$ 69,163	35	\$ 31,096	31	\$ 14,704	51	\$ 16,376	35	\$ 20,042	57	\$ 12,741	34	\$ 589,472	546
Adult Day Programs									\$ 30	1	\$ 340	1			\$ 110,068	20
Communication/Translation	\$ 3,782	19	\$ 2,495	23	\$ 6,205	30	\$ 10,528	30	\$ 8,323	43	\$ 13,466	52	\$ 12,263	37	\$ 126,738	359
Respite											\$ 5,627	2			\$ 46,526	10
Health Care							\$ 2,567	1			\$ 184	1	\$ 48	1	\$ 91,778	95
Other Special Needs	\$ -	1	\$ 41	2	\$ 1,645	3	\$ 965	2					\$ 2,391	5	\$ 37,035	94
Counseling	\$ 2,950	9	\$ 3,450	8	\$ 3,600	12	\$ 6,525	19	\$ 4,600	15	\$ 4,650	21	\$ 3,900	14	\$ 102,150	159
Professional Care Assistance															\$ 20,418	15
Habilitation			\$ 150	1	\$ 150	1	\$ 2,250	2							\$ 22,788	10
Transportation	\$ 508	9	\$ 202	8	\$ 1,097	14	\$ 3,476	15	\$ 438	16	\$ 1,569	10	\$ 1,101	12	\$ 29,299	141
Legal Assistance	\$ 700	1	\$ 5	1	\$ 108	1					\$ 410	1			\$ 6,531	20
Others	\$ 27	3	\$ 25	2	\$ 535	3									\$ 15,740	51

Note: Historical figures may change slightly from report to report. "Other" services have historically included purchases such as employment, recreation, education, food, social reassurance, caregiver training, clothing, furniture, and other one-time purchases. In June 2016, the Medical Services category was incorporated into Health Care. In December 2016, the Scattered Site Housing category was added to track spending of the FY 15/16 CLF growth (prior to this time, CLF funded a very limited number of ongoing SSH patches). Note: CLF must contract year-round with a non-profit housing agency to reserve these units and ensure options are available when clients discharge from SNFs. Therefore, the total purchase amount listed may not be an accurate reflection of average cost per client served.

Client counts reflect unique clients with any transaction of that type.

Homecoming @ SFSC Purchases	Dec-14		Jun-15		Dec-15		Jun-16		Dec-16		Jun-17		Jun-17		Project-to-Date	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%
<b>Total</b>	\$ 22,245		\$ 21,233		-	-	-	-	-	-	-	-	-	-	\$ 199,132	
Housing-related services	\$ -	0%	\$ -	0%	-	-	-	-	-	-	-	-	-	-	\$ 74,318	37%
Medical/Dental items & services	\$ 3,136	14%	\$ 8,177	39%	-	-	-	-	-	-	-	-	-	-	\$ 23,443	12%
In-home support	\$ -	0%	\$ -	0%	-	-	-	-	-	-	-	-	-	-	\$ 15,666	8%
Furniture and appliances	\$ 535	2%	\$ 929	4%	-	-	-	-	-	-	-	-	-	-	\$ 16,949	9%
Food	\$ 1,723	8%	\$ 725	3%	-	-	-	-	-	-	-	-	-	-	\$ 8,999	5%
Assistive devices	\$ 14,444	65%	\$ 8,039	38%	-	-	-	-	-	-	-	-	-	-	\$ 40,406	20%
Other goods/services	\$ 2,407	11%	\$ 3,363	16%	-	-	-	-	-	-	-	-	-	-	\$ 19,351	10%

Note: CLF stopped funding transitional care purchases in FY 15-16

## Community Living Fund Six-Month Report

Enrolled Client Demographics	Jun-08	Dec-08	Jun-09	Dec-09	Jun-10	Dec-10	Jun-11	Dec-11	Jun-12	Dec-12	Jun-13	Dec-13	Jun-14	Dec-14	Jun-15	Dec-15	Jun-16	Dec-16	Jun-17	Dec-17
<b>Age (in years)</b>																				
18-59	37%	38%	37%	40%	42%	47%	48%	51%	56%	57%	53%	50%	47%	44%	40%	40%	40%	38%	37%	39%
60-64	11%	14%	15%	13%	13%	13%	14%	13%	14%	15%	14%	18%	19%	19%	19%	17%	15%	16%	15%	11%
65-74	19%	18%	20%	19%	18%	16%	15%	15%	15%	13%	17%	16%	18%	19%	21%	20%	23%	22%	21%	23%
75-84	18%	21%	18%	15%	16%	12%	12%	11%	9%	8%	9%	10%	9%	11%	13%	14%	13%	15%	17%	15%
85+	15%	9%	10%	13%	11%	12%	12%	9%	7%	6%	6%	6%	7%	7%	7%	9%	9%	9%	11%	12%
<b>Ethnicity</b>																				
White	22%	25%	27%	27%	30%	35%	30%	25%	20%	16%	16%	23%	24%	25%	27%	31%	35%	37%	38%	36%
African American	28%	31%	28%	28%	29%	26%	23%	16%	13%	11%	15%	15%	17%	19%	20%	23%	24%	23%	23%	25%
Latino	11%	13%	15%	16%	15%	16%	16%	14%	10%	7%	7%	7%	9%	12%	12%	13%	13%	13%	13%	14%
Chinese	10%	8%	8%	7%	5%	5%	5%	4%	4%	4%	5%	5%	6%	6%	6%	4%	6%	6%	7%	8%
Filipino	3%	3%	2%	2%	2%	1%	1%	1%	1%	1%	1%	1%	2%	2%	1%	1%	1%	1%	2%	3%
Other API	3%	3%	3%	2%	2%	1%	1%	1%	1%	3%	3%	3%	3%	4%	5%	3%	2%	3%	5%	3%
Other	15%	10%	8%	7%	7%	7%	13%	22%	36%	46%	42%	33%	24%	17%	17%	15%	10%	9%	1%	1%
Unknown	8%	6%	9%	11%	10%	9%	11%	16%	13%	12%	11%	13%	14%	16%	12%	10%	8%	9%	10%	10%
<b>Language</b>																				
English	67%	69%	75%	75%	74%	79%	79%	79%	80%	83%	80%	79%	81%	80%	76%	76%	79%	80%	79%	76%
Spanish	13%	13%	13%	15%	15%	14%	13%	12%	11%	8%	8%	8%	8%	8%	12%	11%	11%	10%	10%	12%
Cantonese	7%	8%	6%	6%	6%	4%	3%	5%	5%	4%	6%	6%	5%	5%	6%	6%	4%	5%	5%	5%
Mandarin	2%	1%	1%	0%	0%	0%	0%	0%	0%	1%	1%	1%	1%	1%	1%	0%	0%	0%	0%	0%
Russian	1%	1%	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	1%	0%	0%	1%	1%	0%	1%	1%
Tagalog	2%	3%	2%	1%	1%	2%	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	2%
Vietnamese	1%	1%	1%	1%	0%	0%	0%	0%	0%	1%	1%	1%	0%	0%	1%	1%	0%	0%	0%	0%
Other	4%	4%	3%	2%	2%	2%	3%	2%	1%	1%	2%	2%	2%	2%	3%	2%	4%	3%	3%	3%
Unknown	3%	1%	0%	0%	0%	0%	0%	0%	0%	0%	1%	1%	1%	1%	1%	1%	0%	0%	0%	0%
<b>Gender</b>																				
Male	48%	47%	47%	47%	50%	53%	55%	57%	59%	62%	62%	60%	61%	56%	59%	57%	60%	59%	54%	55%
Female	49%	51%	51%	51%	49%	46%	44%	41%	39%	37%	37%	39%	38%	42%	40%	42%	39%	38%	41%	44%
Transgender MtF	1%	1%	1%	1%	1%	1%	1%	1%	2%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Transgender FtM	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Other (Genderqueer, Not listed)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Incomplete/Missing data	2%	1%	0%	1%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	4%	0%
<b>Sexual Orientation</b>																				
Heterosexual	2%	7%	12%	15%	17%	22%	26%	32%	34%	35%	52%	68%	74%	80%	80%	81%	82%	78%	79%	78%
Gay/Lesbian/Same Gender-Loving	0%	0%	1%	1%	2%	1%	1%	2%	4%	6%	7%	8%	9%	10%	11%	8%	11%	10%	10%	11%
Bisexual	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	1%	2%	2%	2%	3%	2%	3%	3%	2%
Other (Questioning/Unsure, Not Listed)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	2%	2%	2%
Declined to State	0%	1%	0%	0%	1%	1%	1%	0%	1%	1%	2%	2%	4%	3%	5%	5%	5%	5%	3%	5%
Incomplete/Missing data/Not asked	97%	92%	86%	83%	80%	76%	72%	66%	62%	57%	39%	20%	12%	4%	2%	2%	0%	2%	3%	3%

### Community Living Fund Six-Month Report

Enrolled Client Demographics (cont)	Jun-08	Dec-08	Jun-09	Dec-09	Jun-10	Dec-10	Jun-11	Dec-11	Jun-12	Dec-12	Jun-13	Dec-13	Jun-14	Dec-14	Jun-15	Dec-15	Jun-16	Dec-16	Jun-17	Dec-17
<b>Zipcode</b>																				
94102 Hayes Valley/Tenderloin	11%	10%	11%	10%	10%	10%	11%	13%	18%	21%	23%	20%	17%	16%	17%	16%	19%	18%	17%	16%
94103 South of Market	10%	11%	12%	8%	10%	9%	7%	7%	8%	9%	8%	7%	7%	7%	6%	7%	7%	7%	7%	6%
94107 Potrero Hill	3%	1%	2%	1%	2%	2%	3%	1%	2%	1%	1%	2%	2%	2%	2%	1%	1%	2%	1%	1%
94108 Chinatown	1%	1%	0%	1%	1%	1%	1%	1%	0%	0%	0%	1%	1%	1%	0%	1%	0%	0%	1%	1%
94109 Russian Hill/Nob Hill	10%	10%	10%	10%	9%	12%	12%	13%	11%	10%	9%	9%	10%	7%	7%	7%	9%	11%	10%	7%
94110 Inner Mission/Bernal Heights	12%	9%	9%	11%	11%	10%	9%	8%	7%	6%	6%	6%	6%	7%	9%	8%	10%	9%	6%	6%
94112 Outer Mission/Excelsior/Ingleside	6%	5%	4%	4%	4%	3%	4%	4%	5%	5%	4%	3%	2%	3%	4%	5%	3%	3%	3%	2%
94114 Castro/Noe Valley	2%	3%	2%	3%	3%	3%	3%	3%	3%	3%	3%	2%	2%	2%	2%	1%	2%	1%	2%	1%
94115 Western Addition	7%	7%	9%	10%	11%	12%	11%	10%	11%	9%	7%	7%	6%	7%	7%	8%	8%	9%	8%	7%
94116 Parkside/Forest Hill	3%	5%	7%	7%	5%	4%	3%	3%	3%	4%	4%	6%	6%	6%	6%	7%	6%	7%	8%	5%
94117 Haight/Western Addition/Fillmore	5%	3%	5%	5%	4%	4%	3%	3%	3%	2%	2%	2%	2%	2%	4%	4%	3%	3%	4%	3%
94118 Inner Richmond/Presidio/Laurel	1%	2%	2%	2%	1%	1%	2%	2%	1%	1%	2%	2%	1%	2%	3%	2%	2%	1%	2%	2%
94121 Outer Richmond/Sea Cliff	3%	1%	2%	2%	1%	2%	2%	2%	1%	0%	1%	1%	1%	1%	1%	1%	1%	1%	1%	0%
94122 Sunset	1%	3%	3%	3%	2%	3%	4%	5%	4%	3%	4%	5%	6%	7%	6%	5%	4%	5%	3%	2%
94123 Marina/Cow Hollow	0%	1%	1%	1%	1%	2%	1%	1%	1%	1%	1%	1%	1%	1%	0%	1%	1%	1%	1%	1%
94124 Bayview/Hunters Point	7%	8%	7%	5%	5%	4%	5%	5%	3%	4%	4%	4%	5%	6%	6%	4%	4%	6%	5%	5%
94127 West Portal/St. Francisc Wood	1%	1%	2%	2%	2%	2%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%
94129 Presidio	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
94130 Treasure Island	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%
94131 Twin Peaks/Diamond Hts/Glen Park	1%	2%	3%	2%	3%	2%	2%	2%	2%	2%	2%	2%	2%	1%	1%	1%	1%	1%	1%	1%
94132 Stonestown/Lake Merced	1%	1%	0%	1%	2%	2%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%	1%	2%	3%	2%
94133 North Beach Telegraph Hill	2%	2%	1%	1%	1%	2%	2%	1%	1%	1%	3%	4%	3%	2%	1%	1%	1%	1%	1%	1%
94134 Visitacion Valley	4%	5%	5%	4%	5%	4%	3%	3%	3%	2%	2%	3%	2%	3%	4%	5%	4%	2%	4%	4%
Unknown/Other	8%	8%	5%	7%	8%	9%	8%	10%	11%	10%	11%	11%	13%	14%	13%	11%	12%	11%	12%	27%
Referral Source = Laguna Honda Hospital/TC	18%	20%	24%	27%	29%	40%	39%	43%	44%	49%	49%	52%	52%	52%	53%	49%	46%	41%	31%	28%

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors; Carroll, John \(BOS\)](#)  
**Subject:** FW: Letter in support of File # 180238 Liquor License Transfer  
**Date:** Monday, June 11, 2018 8:28:00 AM  
**Attachments:** [Letter to Clerk.docx](#)

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**From:** Louise Bea [mailto:louisebea@gmail.com]  
**Sent:** Sunday, June 10, 2018 2:05 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Letter in support of File # 180238 Liquor License Transfer

Dear Clerk of the Board of Supervisors and Supervisors,

I attach a letter in support of the granting of a transfer of liquor license. Thank you.

Louise Bea

Louise Bea  
2727 Pierce Street  
San Francisco, California 94123

June 10, 2018

Clerk of the Board  
San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

RE: **Letter of Support for Executive Order Bar & Lounge**  
File # 180238, Liquor License Transfer - 868 Mission Street - Executive Order

Dear Board of Supervisors:

My name is Louise Bea. I reside at 2727 Pierce Street, San Francisco.

I write to you today in support for the transfer of John Eric Sanchez & his company-Zechsan Business Development, Inc. DBA Executive Order Bar & Lounge's liquor license to 868 Mission Street, San Francisco, CA 94103.

The location of the bar was previously in North Beach, where I enjoyed John's comfortable and welcoming bar. I can't think of a more deserving bar owner than John to have his permit under moved to underneath Bloomingdales.

I believe the transfer of his liquor license and presence of his business at this location will enhance the neighborhood, help deter crime in the area by being a visible presence and will, in general, provide a public convenience and necessity to this stretch of Mission Street in SOMA.

Thank you.

Sincerely,

Louise Bea



**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors](#); [Major, Erica \(BOS\)](#)  
**Subject:** FW: Proposed Land use Legislation File 180423  
**Date:** Monday, June 11, 2018 10:10:00 AM

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**From:** Serina Calhoun [mailto:serina@sync-arch.com]  
**Sent:** Monday, June 11, 2018 9:49 AM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Kim, Jane (BOS) <jane.kim@sfgov.org>; Tang, Katy (BOS) <katy.tang@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>  
**Cc:** Major, Erica (BOS) <erica.major@sfgov.org>  
**Subject:** Proposed Land use Legislation File 180423

Good Morning Supervisors,

I am a local Architect doing a large volume of work here in the City. Although I am not able to make it to the Land Use Committee Hearing this afternoon, I wanted to reach out to voice my strong support for the proposed Ordinance to streamline the review process for affordable housing projects. Truthfully, I'd like to see an ordinance like this for all projects that conform to the SF Planning Code.

The current review process is already extremely cumbersome and lengthy for projects in San Francisco. Adding unnecessary notifications opens a Pandora's box of neighborhood dissent, even when the projects are fully conforming to the SF Planning Code. I've seen projects be delayed for 2-4 additional years by contentious neighbors just because they can't accept change in their neighborhoods.

I strongly urge you to consider approving this proposal. We are in dire need of affordable housing in this City.

Thank you so much,

Serina Calhoun  
Principal Architect  
syncopated architecture  
[www.sync-arch.com](http://www.sync-arch.com)  
415-558-9843

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors](#)  
**Subject:** FW: Sucker Punched by Strange Woman in Castro - sanfrancisco  
**Date:** Monday, June 11, 2018 9:02:00 AM

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-----Original Message-----

From: Christine Harris [<mailto:christinelynnharris@yahoo.com>]  
Sent: Sunday, June 10, 2018 12:16 PM  
To: Board of Supervisors, (BOS) <[board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)>  
Cc: Gavin Newsom <[gavin@gavinnewsom.com](mailto:gavin@gavinnewsom.com)>  
Subject: Sucker Punched by Strange Woman in Castro - sanfrancisco

Hello Honourable Board of Supervisors,

Thank you for all that you do!

This is a very disappointing result of a violent crime. Perpetrators needs to be held accountable.

[https://www.reddit.com/r/sanfrancisco/comments/8q1s2u/sucker\\_punched\\_by\\_strange\\_woman\\_in\\_castro/](https://www.reddit.com/r/sanfrancisco/comments/8q1s2u/sucker_punched_by_strange_woman_in_castro/)

Kindly,  
Christine Harris

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors](#); [Major, Erica \(BOS\)](#)  
**Subject:** FW: Supporting ITEM #4 on today's Land Use & Transportation Committee's Regular Agenda, and going forward  
**Date:** Monday, June 11, 2018 11:10:00 AM

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**From:** Diana Scott [mailto:dmscott01@yahoo.com]  
**Sent:** Monday, June 11, 2018 10:18 AM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Cc:** Tang, Katy (BOS) <katy.tang@sfgov.org>; Kim, Jane (BOS) <jane.kim@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>  
**Subject:** Supporting ITEM #4 on today's Land Use & Transportation Committee's Regular Agenda, and going forward

Dear Supervisors Tank, Kim, and Safai, and other members of the Board of Supervisors,

I would like to add my name to the many supporting changing the name of Phelan Ave. at City College of San Francisco's main campus to Friday Kahlo Way. Evoking a Latina woman artist on the street down the center of the campus is a better fit for the college, the long-planned Performing Arts and Education Center to be located on its campus along with the famous Diego Rivera mural, and the artistic aspirations of generations of students, whatever their races or genders.

Please support this item (bill #180371)!

Thank you for moving this item forward.

Diana Scott, Outer Sunset resident and writer  
who has taught and studied at CCSF

June 2, 2018

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUN -5 PM 2:35

BY Ak

1803-11  
File No. 180371

Angela Calvillo  
Clerk of the Board, City Hall  
1 Dr. Carlton B. Good let Place, Room 224  
San Francisco, CA 94102

RE: FILE No. 180371 Resolution renaming Phelan Ave, between Flood Ave and Ocean Ave, to "Frida Kahlo Way"

Dear Angela,

As a resident of Phelan Ave. I am writing to voice my outrage at the proposed name change of our street to Frida Kahlo Way which according to Supervisor Yee is a "done deal". This whole thing is just another politician out to get some publicity at the expense of the folks, like our family who live on Phelan Ave. and all others in the neighborhood. This entire renaming process gave a disproportionate weighted value to City College who's constituency has no connection to this neighborhood much less this city. A lot of those people are not even tax payers in San Francisco.

I think it's irresponsible of Supervisor Yee to be focusing on such a insignificant project when there are far more important issues in his district that need to be addressed.

Craig Bergman  
Resident 315 Phelan Ave.

June 2, 2018

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUN -5 PM 2:35

BY AK

Angela Calvillo  
Clerk of the Board, City Hall  
1 Dr. Carlton B. Good let Place, Room 224  
San Francisco, CA 94102

RE: FILE No. 180371 Resolution renaming Phelan Ave, between Flood Ave and Ocean Ave, to "Frida Kahlo Way"

Dear Angela,

I am writing to state my disapproval in the proposed renaming of Phelan Ave to Frida Kahlo Way or anything else. As a resident of San Francisco AND a resident on Phelan Avenue, I'm disgusted that the City would focus time, energy, and money on such a ridiculous matter. Furthermore, the entire renaming process gave a disproportionate weighted value to City College. The City College constituency are transient voters with no vested interest in the community and many aren't even tax paying San Francisco residents.

Supervisor Yee should be focusing on initiatives that produce real, positive change for the residents in his district. Renaming a street is not one of them.

Janea Nakagawa  
Resident 315 Phelan



6/4/18

Dear Angela Calvillo,

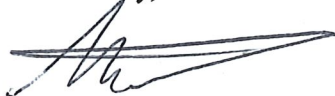
We are residents on Phelan Ave. We have been made aware of the recent push for a street name change by our community members, Riordon, and City College. Who we haven't had much contact with in the City of San Francisco. There haven't been many, if any, opportunities to speak up surrounding the topic of our street. We find it uneasy and wrong that the City of San Francisco, wouldn't gather opinion from the residents that current live on Phelan. If given the opportunity to speak up on the topic, we would have said what I write in this letter below.

In today's economy and San Francisco's rising housing costs, it is extremely hard to afford to live in the city that we grew up in. With the bills and the rent alone, the costs are high. With the proposed street name change, comes extra fees that we must pay. We would have to change all legal documents, including DMV licenses, registrations, etc. From my understanding, the City will not help the residence pay for the costs of changing our addresses on documents. Along with the added costs of changing our addresses on legal documents, the process of changing those addresses is challenging. From our understanding, it is our responsibility to change all documents. The city, who again, will be changing the street address without consultation of its residence, will not help in the process.

We find it extremely frustrating to have been notified by others that the city will be changing the street name. We find it extremely frustrating that Supervisor Yee would say "It's a done deal" without having consulted the residence on the street. We find it extremely frustrating to know that the party responsible for changes, will not be responsible for helping the people affected.

We oppose the street name change. We oppose it for the sole reason that the City of San Francisco found no time to have resident input and has neglected the residents by choosing not to help with the change.

Sincerely,



Kyle Nakanishi



Samantha Nakanishi

309 Phelan Ave Residents

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 JUN 11 AM 8:40  
BY 

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors; Wong, Linda \(BOS\)](#)  
**Subject:** Grant Budget Revision  
**Date:** Thursday, June 07, 2018 9:10:00 AM  
**Attachments:** [Grant Revision.pdf](#)

---

Hello,

Please see the attached Grant Budget Revision from the San Francisco Public Library, pursuant to Administrative Code, Section 10.170-1(H).

Regards,

Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102  
(415) 554-5184  
(415) 554-5163 fax  
[Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

Complete a Board of Supervisors Customer Service Satisfaction form by clicking  
<http://www.sfbos.org/index.aspx?page=104>



**San Francisco Public Library**  
100 Larkin Street (Civic Center)  
San Francisco, CA 94102

Date: May 24, 2018  
To: Clerk of the Board of Supervisors  
CC: Controller's Office Grants Unit  
From: San Francisco Public Library  
Subject: Grant Budget Revision  
Grant Name: LB-FY18 PROJECT READCLLS

In accordance with the Administrative Code Section 10.170-1(F), this memo serves to notify the Board of Supervisors of a State grant line item budget revision in excess of the 15% as originally reflected in FAMIS.

Please note that the State agency does not require prior written authorization as this change is still part of the original operation expenditures budget submitted to the grantor.

Attachment: Grant Letter, Budget Expenditure Detail, FSP Screen Shots/Reports, E-mail

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 29 PM 3:09  
BY RZ



Lindsley, Lovely (LIB)









**From:** Weaver, Randy (LIB)  
**Sent:** Monday, March 26, 2018 3:35 PM  
**To:** Lindsley, Lovely (LIB)  
**Cc:** Eppler, Katherine (LIB)  
**Subject:** CLLS Mid-year/budget revision

Hi Lovely,

The State Library finally got the CLLS reporting database functioning, so I'm now able to get the mid-year budget revision done. This shows our total grant amount received for the year (\$61,711) and the current PO's, paid and outstanding, which we propose to charge to the grant. The last PO (158633) submitted for Baker & Taylor should be our last for the year. As we discussed, the remaining funds (\$45,082) can be used to offset personnel costs.

The final report will be due on or around August 15. It will show final amounts paid from the 158633 PO. Does this make sense?

### Section 5: Proposed Expenditures

	<b>Adult &amp; Family Literacy CLLS \$ Portion</b>
<b><u>Salaries &amp; Benefits</u></b>	 \$45,082
<b><u>Contract Staff</u></b>	 \$0
<b><u>Operations</u></b>	 \$2,100
<b><u>Literacy Materials</u></b>	 \$14,068
<b><u>Small Equipment</u></b>	 \$0
<b><u>Equipment</u></b>	 \$0
<b><u>Indirect Costs</u></b>	 \$461
<b><u>Total</u></b>	 \$61,711

45,079

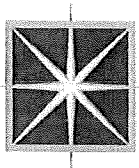
465

Randall Weaver



Bridge at Main  
San Francisco Public Library  
415-557-4390

<http://www.projectreads.org>



California  
STATE LIBRARY  
PRESERVING OUR HERITAGE. SHAPING OUR FUTURE

January 3, 2018

Luis Herrera, City Librarian  
San Francisco Public Library  
100 Larkin St.  
San Francisco, CA 94102-4733

Dear Mr. Herrera: *Luis*

I'm pleased to enclose a claim form for the remainder of your California Library Literacy Services funding for the 2017-2018 fiscal year.

This **final, second payment** of your total allocation for the fiscal year that began July, 2017 is based on:

- A *per capita* amount per adult learner served at your library during the previous fiscal year.
- A *match* on local funds raised and expended for adult literacy services at your library during the fiscal year that ended June 30, 2016.

Earlier this year you received a baseline for your literacy program. The baseline reflects the importance of each library having enough funds to provide local literacy staffing and service.

Below is a re-cap of your total California Library Literacy Services funding for the current program year:

Baseline Adult Literacy Services:	\$18,000 (amount previously claimed)
<b>Final Payment (Per Capita &amp; Match):</b>	<b>\$43,711 (amount to be claimed now)</b>
<b>GRAND TOTAL FOR 2017/18:</b>	<b>\$61,711</b>

Changes in your funding from last year are based on an increase or decrease in the number of adult learners you served, and/or an increase or decrease in the amount of local funds expended on adult literacy last year.

We'll initiate the payment process upon receipt of your signed claim form, which is attached. This final payment will be processed after all reporting requirements from the prior fiscal year have been received, all adjustments made and unexpended monies returned.

The following specific issues or observations are being made about your final report:

*None*

Please mail the signed claim form to: **California State Library  
Fiscal/Local Assistance  
P.O. Box 942837  
Sacramento, CA 94237-0001**

The attached forms require your signature and serve two purposes:

1. Requests to claim the funds and have a check sent to you
2. Certifies that your library will use the funds for the purpose intended; and

In February, you'll be asked to revise your literacy budget for the 2017-2018 fiscal year utilizing the actual total allotment from the State Library shown in this award letter. The budget that you submitted with your application earlier this year was based on projections. Your revised budget should reflect updated information and more accurate figures than you had at the time of application.

You'll be asked to report electronically after the close of the fiscal year. Library literacy services staff will provide more details on this process. If you need a copy of your most recent final report and/or application, please contact Andrea Freeland at [andrea.freeland@library.ca.gov](mailto:andrea.freeland@library.ca.gov).

**PLEASE REMEMBER THAT ALL STATE FUNDS MUST BE EXPENDED OR ENCUMBERED BY JUNE 30, 2018 OR RETURNED TO THE STATE.**

Should you have additional questions regarding the new funding and/or reporting process, please contact:

Natalie Cole (916) 651-6980 ext. 45 or [natalie.cole@library.ca.gov](mailto:natalie.cole@library.ca.gov)  
Andrea Freeland (916) 651-3191 or [andrea.freeland@library.ca.gov](mailto:andrea.freeland@library.ca.gov)

Thanks again for your commitment to literacy. It's one of the most transformative and successful things libraries do.

Respectfully yours,

  
Greg Lucas  
California State Librarian

cc: Randy Weaver, Literacy Coordinator (via email: [randy.weaver@sfpl.org](mailto:randy.weaver@sfpl.org))  
Luis Herrera, City Librarian (via email: [lherrera@sfpl.org](mailto:lherrera@sfpl.org))

Enc.: Claim Form  
Certification Form

State of California  
California Library Literacy and English Acquisition Services (CLLS)California Education Code; Section 18880-18883  
Budget Citation Chapter 14 - Budget Item 6120-213-0001

<b>Fiscal Year: 2017-2018</b>		
Reporting Structure: 61202000	COA: 5432000;	Approp. Ref: 213;
Purchasing Authority Number: CSL-6120	Category: 84121600	Program #: 5312

**FOR PAYMENT OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT**Amount Claimed – Second & Final Installment - **\$ 43,711**

claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Warrant to be issued for payment to the library to be addressed to:

\*

(Authorized agency to receive, disburse and account for CLLS funds)

I hereby certify under penalty of perjury: that the library named above shall use their allowance solely for the purposes indicated in their CLLS application and in Sections 18880-18883 of the California Education Code.

\_\_\_\_\_  
Official Representative or Fiscal Agent (Signature Required)\_\_\_\_\_  
Title

MAIL ONE ORIGINAL SIGNATURE TO:

**California State Library  
Fiscal Office – CLLS  
P. O. Box 942837  
Sacramento, CA 94237-0001**

-----  
State Library Local Assistance Office Use Only

STATE OF CALIFORNIA, State Library Fiscal Office

By \_\_\_\_\_  
State Library Representative

Approval by State:

CLLS \$ \_\_\_\_\_

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

\* The warrant address must match that on file. If you need to change the warrant authorized library name and/or address, please contact Colette Moody, CSL Fiscal Office.

**PLEASE COMPLETE AND RETURN THIS PAGE**

**CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

**SIGNED**

**DATE**

\_\_\_\_\_  
*Signature - Authorized representative*

\_\_\_\_\_  
*Typed/Printed Name and Title of Authorized Representative*

\_\_\_\_\_  
*Email address of authorized representative*

-----

MAIL ONE ORIGINAL SIGNATURE TO:

**California State Library  
Fiscal Office – CLLS  
P. O. Box 942837  
Sacramento, CA 94237-0001**

Before Adj.

Ledger Group	Account	Fund	Dept	Authority	PC Bus Unit	Project	Activity	Budget Ref	Budget Period	Revenue Estimate	Recognized Revenue	Collected Revenue	Available Budget*	Uncollected Revenue (Rec-Coll)*
CC_REVENUE	444999	13120	232048	10001	SFGOV	10029615	1		2018	0	6,202.10	0	-6,202.10	6,202.10
CC_REVENUE	448999	13120	232048	10001	SFGOV	10029615	1	1	2018	50,000.00	0	0	50,000.00	0
										50,000.00	6,202.10	-	43,797.90	6,202.10

Ledger Group	Account	Fund	Dept	Authority	Project	Activity	TRIO	Budget Period	Budget	Expense	Encumbrance	Pre-Encumbrance	Available Budget*
CC_DETAIL	519010	13120	232048	10001	10029615	1		2018	-4	0	0	0	-4
CC_DETAIL	520010	13120	232048	10001	10029615	1		2018	0	465	0	0	-465
CC_DETAIL	520010	13120	232048	10001	10029615	1		2018	465	0	0	0	465
CC_DETAIL	535990	13120	232048	10001	10029615	1		2018	0	1,935.20	0	0	-1,935.20
CC_DETAIL	535990	13140	232048	10000	10029615	1		2018	0	0	0	0	0
CC_DETAIL	540000	13120	232048	10001	10029615	1		2018	49,539.00	0	0	0	49,539.00
CC_DETAIL	549710	13120	232048	10001	10029615	1		2018	0	5,287.64	1,027.08	0	-6,314.72
CC_DETAIL	549710	13140	232048	10001	10029615	1		2018	0	6,650.92	210.37	0	-6,861.29
CC_DETAIL	552115	13120	232048	10001	10029615	1		2018	0	613.95	87.31	0	-701.26
CC_DETAIL	552115	13140	232048	10000	10029615	1		2018	0	0	0	0	0
CC_DETAIL	552115	13140	232048	10001	10029615	1		2018	0	565.35	17.89	0	-583.24
										15,518.06	1,342.65	-	33,139.29

After Adj.

Ledger Group	Account	Fund	Dept	Authority	PC Bus Unit	Project	Activity	Budget Ref	Budget Period	Revenue Estimate	Recognized Revenue	Collected Revenue	Available Budget*	Uncollected Revenue (Rec-Coil)*	Percent Available
CC_REVENUE	444999	13120	232048	10001	SFGOV	10029615	1		2018	0	0	0	0	0	0
CC_REVENUE	448999	13120	232048	10001	SFGOV	10029615	1		2018	11,711.00	60,596.06	-	(48,885.06)	60,596.06	-417.43
CC_REVENUE	448999	13120	232048	10001	SFGOV	10029615	1	1	2018	50,000.00	-	-	50,000.00	-	100
										61,711.00	60,596.06	-	1,114.94	60,596.06	

Ledger Group	Account	Fund	Dept	Authority	PC Bus Unit	Project	Activity	Budget Ref	Budget Period	Budget	Expense	Encumbrance	Pre-Encumbrance	Available Budget*	Percent Available
CC_DETAIL	501010	13120	232048	10001	SFGOV	10029615	1		2018	30,567.78	-	-	-	30,567.78	100
CC_DETAIL	513010	13120	232048	10001	SFGOV	10029615	1		2018	14,514.22	-	-	-	14,514.22	100
CC_DETAIL	519010	13120	232048	10001	SFGOV	10029615	1	1	2018	(4.00)	-	-	-	(4.00)	100
CC_DETAIL	520010	13120	232048	10001	SFGOV	10029615	1		2018	-	465.00	-	-	(465.00)	0
CC_DETAIL	520010	13120	232048	10001	SFGOV	10029615	1	1	2018	465.00	-	-	-	465.00	100
CC_DETAIL	535990	13120	232048	10001	SFGOV	10029615	1		2018	2,100.00	1,935.20	-	-	164.80	7.85
CC_DETAIL	535990	13140	232048	10000	SFGOV	10029615	1		2018	-	-	-	-	-	0
CC_DETAIL	540000	13120	232048	10001	SFGOV	10029615	1		2018	(35,471.00)	-	-	-	(35,471.00)	100
CC_DETAIL	540000	13120	232048	10001	SFGOV	10029615	1	1	2018	49,539.00	-	-	-	49,539.00	100
CC_DETAIL	549710	13120	232048	10001	SFGOV	10029615	1		2018	-	12,309.28	-	-	(12,309.28)	0
CC_DETAIL	549710	13140	232048	10001	SFGOV	10029615	1		2018	-	-	565.32	-	(565.32)	0
CC_DETAIL	552115	13120	232048	10001	SFGOV	10029615	1		2018	-	1,210.81	-	-	(1,210.81)	0
CC_DETAIL	552115	13140	232048	10000	SFGOV	10029615	1		2018	-	-	-	-	-	0
CC_DETAIL	552115	13140	232048	10001	SFGOV	10029615	1		2018	-	-	(565.32)	-	565.32	0
										61,711.00	15,920.29	-	-	45,790.71	



**From:** [Reports, Controller \(CON\)](#)  
**To:** [Calvillo, Angela \(BOS\)](#); [Mchugh, Eileen \(BOS\)](#); [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Elliott, Jason \(MYR\)](#); [Leung, Sally \(MYR\)](#); [Hussey, Deirdre \(MYR\)](#); [Canale, Ellen \(MYR\)](#); [Tugbenyoh, Mawuli \(DPA\)](#); [Campbell, Severin \(BUD\)](#); [Newman, Debra \(BUD\)](#); [Rose, Harvey \(BUD\)](#); [CON-EVERYONE](#); [Ginsburg, Phil \(REC\)](#); [Guerra, Antonio \(REC\)](#); [Kamalanathan, Dawn \(REC\)](#); [Ajike, Toks \(REC\)](#); [pkilkenny@sftc.org](#); [Docs, SF \(LIB\)](#); [ogacevska@ccorpusa.com](#); [adewulf@ccorpusa.com](#)  
**Subject:** Issued: 2012 Clean and Safe Neighborhood Parks General Obligation Bond Funds Were Spent in Accordance With the Ballot Measure  
**Date:** Monday, June 04, 2018 1:55:44 PM

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The Office of the Controller's City Services Auditor (CSA) today issued a report on its audit of the 2012 Clean and Safe Neighborhood Parks General Obligation Bond expenditures. The audit found that expenditures through June 30, 2017, were in accordance with the ballot measure and that funds were not used for any administrative salaries or other general governmental operating expenses other than those specifically authorized in the ballot measure for such bonds.

To view the report, please visit our website at:  
<http://openbook.sfgov.org/webreports/details3.aspx?id=2589>

This is a send-only e-mail address. For questions about the report, please contact Chief Audit Executive Tonia Lediju at [tonia.lediju@sfgov.org](mailto:tonia.lediju@sfgov.org) or 415-554-5393 or the CSA Audits Division at 415-554-7469.

Follow us on Twitter @SFController

**From:** [Mchugh, Eileen \(BOS\)](#)  
**To:** [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [BOS Legislation, \(BOS\)](#); [Young, Victor](#)  
**Subject:** Mayoral Nominations  
**Date:** Tuesday, June 05, 2018 4:23:00 PM  
**Attachments:** [Clerk's Memo"s 6-5-18.pdf](#)  
[TIDA-1.pdf](#)  
[RSC.pdf](#)  
[OBSA.pdf](#)

---

Hello,

On June 4, 2018, the Office of the Mayor submitted the attached nomination packages for the following bodies:

- Treasure Island Development Authority
- Redevelopment Successor Commission
- Oversight Board of the Successor Agency

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

Regards,

Eileen McHugh  
Executive Assistant  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102-4689  
Phone: (415) 554-7703 | Fax: (415) 554-5163  
[eileen.e.mchugh@sfgov.org](mailto:eileen.e.mchugh@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

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: June 4, 2018  
To: Members, Board of Supervisors  
From:  Angela Calvillo, Clerk of the Board  
Subject:  Nominations By The Mayor

---

On June 4, 2018, the Mayor submitted the following nomination packages:

Pursuant to the Treasure Island Conversation Act of 1997 and the Treasure Island Development Authority Bylaws, Article V, the following nomination is to the Treasure Island Development Authority:

- **Christine Carr** - Seat 1 - term ending April 28, 2022

Pursuant to Ordinance No. 215-12, the following nomination is to the Redevelopment Successor Commission:

- **Carolyn Ransom-Scott** - Seat 1 - term ending November 3, 2020

Pursuant to California Health and Safety Code, Section 34179(a)(10) and Board of Supervisors Motion No. M12-09, the following nomination was made to the Oversight Board of the Successor Agency:

- **John Rahaim** - Seat 3 - term ending January 24, 2018

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

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

June 5, 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,

It is my pleasure to notify you of the following reappointment to the Oversight Board of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco pursuant to California Health and Safety Code section 34179(a)(10) and Board of Supervisors Motion No. M12-9:

John Rahaim for a term ending January 24, 2022

I am confident that Mr. Rahaim, the Planning Director for the City and County of San Francisco, will continue to serve our community well on the Oversight Board, which is responsible for the fiscal management of the assets of the former City and County of San Francisco Redevelopment Agency. Attached are his qualifications to serve, which demonstrates how his appointment represents the communities of interest, neighborhoods and diverse populations of the City and County of San Francisco.

I submit this nomination to the Board of Supervisors for confirmation, as required by State law, and urge support of his reappointment.

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 JUN -4 PM 2:05  
BY

OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK E. FARRELL  
MAYOR

June 5, 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 JUN -4 PM 2:05  
BY

Dear Ms. Calvillo,

I hereby make the following nomination to the Redevelopment Successor Commission (commonly known as Commission on Community Investment and Infrastructure), pursuant to Ordinance No. 215-12:

Carolyn Ransom-Scott, to Seat 1, a District 10 resident, assuming the seat formerly held by Leah Pimentel, for a term ending November 3, 2020

I am confident that Rev. Dr. Ransom-Scott, an elector of the City and County, will serve our community well. Attached are her qualifications to serve, which demonstrates how this appointment represents the communities of interest, neighborhoods and diverse populations of the City and County of San Francisco.

I am pleased to advise you of this nomination and encourage the support of the Board of Supervisors.

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



OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK E. FARRELL  
MAYOR

June 5, 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 JUN -4 PM 2:05  
BY *EB*

Dear Ms. Calvillo,

Pursuant to the Treasure Island Conversion Act of 1997 and the Treasure Island Development Authority (TIDA) Bylaws, Article V, I hereby make the following nomination:

Christine Carr to the Treasure Island Development Authority, Seat 1, assuming the seat formerly held by Sam Moss, for a term ending April 28, 2022

I am confident that Ms. Carr, an elector of the City and County, will serve our community well. Attached are her qualifications, which demonstrate how her nomination for appointment represents the communities of interest, neighborhoods and diverse populations of the City and County of San Francisco. She is not an officer of the City.

I am pleased to advise you of this nomination and encourage the support of the Board of Supervisors.

Should you have any questions related to these nominations, 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

**From:** [Mchugh, Eileen \(BOS\)](#)  
**To:** [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [Power, Andres \(MYR\)](#); [GIVNER, JON \(CAT\)](#)  
**Subject:** TIME SENSITIVE: Mayoral Appointments 3.100(18)  
**Date:** Monday, June 04, 2018 5:02:00 PM  
**Attachments:** [Clerk's Memo 6-4-18.pdf](#)  
[SMALL BUSINESS.pdf](#)  
[HUMAN RIGHTS.pdf](#)

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Hello,

On June 4, 2018, the Office of the Mayor submitted the attached Mayoral Appointment packages, pursuant to Charter, Section 3.100(18). These appointments are effective unless rejected by a two-thirds vote of the Board within 30 days.

Regards,

Eileen McHugh  
Executive Assistant  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102-4689  
Phone: (415) 554-7703 | Fax: (415) 554-5163  
[eileen.e.mchugh@sfgov.org](mailto:eileen.e.mchugh@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

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: June 4, 2018  
To: Members, Board of Supervisors  
From: Angela Calvillo, Clerk of the Board  
Subject: Appointments By The Mayor

---

On June 4, 2018, the Mayor submitted the following appointments pursuant to Charter, Section 3.100(18):

- **Joseph Sweiss** - Human Rights Commission - term ending May 15, 2019
- **Matthew Corvi** - Small Business Commission - term ending January 6, 2022

Under the Board's Rules of Order, a Supervisor may request a hearing on an appointment by notifying the Clerk in writing.

Upon receipt of such notice, the Clerk shall refer the appointment to the Rules Committee so that the Board may consider the appointment and act within 30 days of the appointment as provided in Charter, Section 3.100(18).

Please notify me in writing by **5:00 p.m. on Wednesday, June 13, 2018**, if you would like these appointments to be scheduled.

(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

June 4, 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 JUN -4 PM 2:05  
BY *[Signature]*

Dear Ms. Calvillo,

Pursuant to Section 3.100 (18) of the Charter of the City and County of San Francisco, I hereby make the following appointments:

Joseph Sweiss to the Human Rights Commission for a term ending May 15, 2019, to the seat formerly held by Richard Pio Roda.

I am confident that Mr. Sweiss, an elector of the City and County, will serve our community well. Attached are his qualifications to serve, which will demonstrate how this appointment represents the communities of interest, neighborhoods and diverse populations of the City and County of San Francisco.

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

OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK E. FARRELL  
MAYOR

June 4, 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 Section 3.100 (18) of the Charter of the City and County of San Francisco, I hereby make the following appointment:

Matthew Corvi to the Small Business Commission, to the seat formerly held by Paul Tour-Sarkissian, for a term ending January 6, 2022

I am confident that Mr. Corvi, an owner, operator, or officer of a San Francisco small business and an elector of the City and County, will serve our community well. Attached is his qualifications to serve, which will demonstrate how this appointment represents the communities of interest, neighborhoods and diverse populations of the City and County of San Francisco.

Should you have any questions related to these reappointment, 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 JUN -4 PM 2:04  
BY *[initials]*

**From:** [Mchugh, Eileen \(BOS\)](#)  
**To:** [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [Wong, Linda \(BOS\)](#)  
**Subject:** TIME SENSITIVE: Transfer of Function  
**Date:** Monday, June 04, 2018 1:29:00 PM  
**Attachments:** [Clerk's Memo \(2\).pdf](#)  
[Transfer of Function.pdf](#)

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Hello,

The Office of the Clerk of the Board is in receipt of the attached Notice of Transfer of Function from the Office of the Mayor, pursuant to Charter, Section 4.132.

If you would like to hold a hearing on this matter, please see the attached Clerk's Memo for the date to submit a request for a hearing.

Regards,

Eileen McHugh  
Executive Assistant  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102-4689  
Phone: (415) 554-7703 | Fax: (415) 554-5163  
[eileen.e.mchugh@sfgov.org](mailto:eileen.e.mchugh@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

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. 544-5227


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## MEMORANDUM

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Date: June 4, 2018  
To: Member, Board of Supervisors  
From:  Angela Calvillo, Clerk of the Board  
Subject: Notice of Transfer of Function Under Charter, Section 4.132

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Pursuant to Charter, Section 4.132, Mayor Mark E. Farrell has issued a notice to the Board of Supervisors, dated June 1, 2018, announcing a plan to recognize duties and functions between departments and other units of government within the executive branch. The notice attached describes the specific positions being transferred.

Such reorganization shall become effective 30 days after its issuance unless disapproved by the Board of Supervisors during that time.

If you would like to hold a hearing on any of these transfer of function items, please let me know by Friday, June 8, 2018.

OFFICE OF THE MAYOR  
SAN FRANCISCO



RECEIVED  
OFFICE OF SUPERVISORS  
SAN FRANCISCO  
2018 JUN -1 AM 11:29

MARK FARRELL  
MAYOR

To: Angela Calvillo, Clerk of the Board of Supervisors  
From: Kelly Kirkpatrick, Acting Mayor's Budget Director  
Date: June 1, 2018  
Re: Notice of Transfer of Functions under Charter Section 4.132

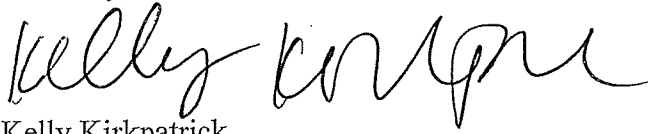
This memorandum constitutes notice to the Board of Supervisors under Charter Section 4.132 of transfers of functions between departments within the Executive Branch. All positions are regular positions unless otherwise specified. The positions include the following:

- Fourteen positions (1.0 FTE 0941 Manager VI, 2.0 FTE 1044 IS Engineer – Principal, 3.0 FTE 1043 IS Engineer – Senior, 1.0 FTE 1054 IS Business Analyst – Principal, 1.0 FTE 1042 IS Engineer – Journey, 1.0 FTE 1064 IS Programmer Analyst – Principal, 2.0 FTE 1053 IS Business Analyst – Senior, 1.0 FTE 1063 IS Programmer Analyst – Senior, 2.0 FTE 1052 IS Business Analyst) to be transferred from the Department of Technology (DT) to the City Administrator's (ADM) Digital Services Program. Currently, the Digital Services team is made up of both DT and ADM employees under ADM management. The program's consolidation within ADM will streamline efforts to improve the City's online service delivery.
- Eight positions (1.0 FTE 0941 Manager VI, 1.0 FTE 1043 IS Engineer – Senior, 1.0 FTE 1053 IS Business Analyst – Senior, 3.0 FTE 1054 IS Business Analyst – Principal, 1.0 FTE 1064 IS Programmer Analyst – Principal, and 1.0 FTE 1070 IS Project Director) to be transferred from the City Administrator's (ADM) JUSTIS program to the Department of Technology (DT). Currently, the JUSTIS program provides technical resources to integrate department case management systems and provide centralized maintenance and hosting to the JUSTIS Governance Council agencies. These technical functions will move to DT while the City Administrator continues to serve as Chair of the JUSTIS Governance Council.
- Three positions (1.0 FTE 0923 Manager II and 2.0 FTE 1823 Senior Administrative Analyst) to be transferred from the City Administrator's (ADM) Office of Short-Term Rentals to City Planning (CPC). Currently, the Office of Short-Term Rentals team is made up of both CPC and ADM employees under ADM management. The program's consolidation with City Planning will place both policy and enforcement activities in the same department.
- One position (1.0 FTE 1823 Senior Administrative Analyst) will transfer from the Human Services Agency (HSA) to the Department of Technology (DT) in order to centralize the Open Data team positions within DT.
- Two positions (1.0 FTE 1632 Senior Account Clerk and 1.0 FTE 2905 Senior Eligibility Worker) to be transferred from the Department of Homelessness and Supportive Housing (HSH) to the Mayor's Office of Housing and Community Development (MOHCD). These positions relate to the federal HOPWA (Housing Opportunities for People with

AIDS) program. The positions are moving into MOHCD because MOHCD manages the HOPWA Federal grant program for the City, and the positions are HOPWA-funded.

If you have any questions please feel free to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Kirkpatrick". The signature is fluid and cursive, with the first name "Kelly" being more prominent.

Kelly Kirkpatrick  
Acting Mayor's Budget Director

cc: Members of the Budget and Finance Committee  
Harvey Rose  
Controller





# Capital Planning Committee

Naomi M. Kelly, City Administrator, Chair

## MEMORANDUM

June 4, 2018

**To:** Members of the Board of Supervisors  
**From:** Naomi Kelly, City Administrator and Capital Planning Committee Chair  
**Copy:** Angela Calvillo, Clerk of the Board  
Capital Planning Committee  
**Regarding:** Central SOMA Special Tax District

*Naomi Kelly*

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 JUN -6 AM 11:38  
AK

In accordance with Section 3.21 of the Administrative Code, on June 4, 2018, the Capital Planning Committee (CPC) approved the following action item to be considered by the Board of Supervisors. The CPC's recommendations are set forth below.

### 1. Board File Number: TBD

**Approval of the Ordinance to amend Special Tax Financing Law so that the Resolution of Intention to establish the City and County of San Francisco Central SOMA Special Tax District may include certain authorized facilities and services.**

Recommendation:

Recommend the Board of Supervisors approve the Ordinance.

Comments:

CPC recommends approval of this item by a vote of 8-0.

Committee members or representatives in favor: Ken Bukowski, Deputy City Administrator; Ben Rosenfield, Controller; Ivar Satero, Director, San Francisco International Airport; Toks Ajike, Recreation and Parks; Jonathan Rowers, SFMTA; John Rahaim, Director, Planning Department; Katharine Petrucione, Port of San Francisco; and Kathy How, San Francisco Public Utilities Commission.

### 2. Board File Number: TBD

**Approval of the Resolution of Intention to establish the City and County of San Francisco Special Tax District No. 2018-1 (Central SOMA), and the Resolution of Intention to incur up to \$5,300,000,000 (five billion, three hundred million dollars) in bonded indebtedness for the City and County of San Francisco Special Tax District No. 2018-1 (Central SOMA).**

Recommendation:

Recommend the Board of Supervisors approve the Resolutions of Intention.

Comments:

CPC recommends approval of this item by a vote of 8-0.

Dear board of supervisors  
SAN FRANCISCO CA 94102

Today I voted on proposition F because it did not have a defined funding source. However, I believe a program for legal representation for tenants (esp low income) should exist, especially because it may ultimately cut down on expenses related to homelessness.

Thank you for your consideration and for serving our city.

Best regards,  
Shelley Carlberg



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BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUN -7 PM 2:42

San Francisco Board of Supervisors  
1 Doctor Carlton B Goodlett Pl  
City Hall Room 244  
San Francisco CA 94102



SAN FRANCISCO CA 94102  
29 MAY 2018 PM 5 L

DEAR SAN FRANCISCO BOARD OF SUPERVISORS,

PLEASE CONSIDER PAYING THE HOMELESS TO CLEAN UP THE TRASH ON OUR STREETS TO SAVE OUR OCEAN!

MY NAME: Angela Healy

MY CITY: San Francisco

MY MESSAGE: EMAIL



BOARD OF SUPERVISORS

1Dr, Carlton B Goodlett  
PL #244

San Francisco, CA 94102

05:2 HD 0C 1YW 8102

OSICNVAJ NVS  
SUSIAVSUPERS FO DRVOB  
DEAIECER

102-468999



This is agreed idea!

DEAR SAN FRANCISCO BOARD OF SUPERVISORS,

29 MAY 2018 PM 5 L

PLEASE CONSIDER PAYING THE HOMELESS TO CLEAN UP THE TRASH ON OUR STREETS TO SAVE OUR OCEAN!

MY NAME: Kanfel Goring

MY CITY: San Francisco

MY MESSAGE: EMAIL

BOARD OF SUPERVISORS

1Dr, Carlton B Goodlett  
PL #244

San Francisco, CA 94102

05:2 HD 0C 1YW 8102

OSICNVAJ NVS  
SUSIAVSUPERS FO DRVOB  
DEAIECER

102-468999



Please support this idea!

Dear Mayor and board of supervisors,

Did you know that trash is a huge problem in San Francisco? My name is Calvin, I'm in the 6th grade, and I attend My City School, a middle school in San Francisco. As part of our human impacts science unit, I to have been studying solutions about this trash problem. In 2016, Public Works Crews collected over 24,000 pounds of trash, which costs taxpayers \$29 million per year. That's just the trash that gets picked up. This does not include the trash that goes into the ocean, which harms marine animals, and affects ecosystems and our own food sources such as seafood. Another problem in San Francisco is that we have a lot of homeless people in need of work. I have a solution for these two colliding problems. After reading a Newsweek article by Grace Guarnieri on January 21, 2018 titled, "Homeless People Are Being Paid to Clean Up the Streets in This Texas City," I think we could pay our homeless people to pick up trash in San Francisco. In the article, they said there are programs like this in Los Angeles, Chicago, Denver, Portland, Maine, and Albuquerque.

In addition, to what I said previously, I would like to invite you to our year end presentations and graduation day on June 1st, from 12pm - 3pm at the Fulton Playground on 27th Ave. Here, we are celebrating our SPARK projects as they highlight solutions to our human impacts on our environment. We would like to share our ideas and solutions for a better world with you.

Sincerely,

Calvin

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BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 JUN -5 PM 2:35  
BY AK