



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary Parkmerced Phase 1 and Implementation Overview

HEARING DATE: AUGUST 6, 2015

Date: July 29, 2015
Case No.: 2014.1370W
Project Address: Parkmerced Phase 1
Staff Contact: Joshua Switzky – (415) 575-6815
joshua.switzky@sfgov.org
Recommendation: None – Informational Only

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PROJECT BACKGROUND

Parkmerced is a 152-acre site (including streets, 116 acres excluding streets) under single ownership located in the far southwest corner of San Francisco. The existing site, developed between 1941 and 1951, contains 3,221 housing units in a mixture of high-rise buildings and low-rise townhouses. The owner of Parkmerced has approval from the City to undertake a long-term comprehensive re-design, re-development and improvement of the site. The project, which would be implemented over the course of three decades, would add 5,679 net new housing units (through demolition of all of the townhouse buildings), 1:1 replacement of the 1,538 demolished rent-controlled units, up to 310,000 sf of commercial use, replacement of an existing preschool, re-plat and re-design the street grid, and newly create or improve approximately 27 acres of public open space. The project additionally would re-route the M-line streetcar through the site. The attached "Parkmerced Overview" document contains a more thorough explanation of the regulatory and process framework for the entitlement and design review of the project through implementation.

PHASE 1 APPLICATION

On September 5, 2014, the Planning Department received the Phase 1 Application for the Parkmerced Development. A Phase Application is required to be approved prior to approval of any vertical development or community improvements per Section 3.4.4 of the Development Agreement. The Planning Department convened interagency review of the application. City agencies and the Project Sponsor conferred in good faith with each other to determine whether the proposed Phase meets the terms of the Development Agreement, including the Proportionality, Priority and Proximity Requirement for community improvements, as well as with relevant provisions of other Plan documents and the Special Use District.

In response to comments by City agencies, the project sponsor submitted a revised application on April 10, 2015 (attached). On June 3, 2015, the Planning Director, after achieving consensus from other City agencies that the Phase Application meets all relevant requirements, approved the Phase 1 Application through issuance of a letter to the Project Sponsor (attached). Per the terms of the Development

Agreement, review and approval of the Phase Application is conducted administratively by the Planning Director and requires no specific public notice or consideration by the Planning Commission.

Approval of the Phase Application permits the Director to subsequently consider approval of both Vertical Development and Community Improvements, including any necessary hearings and approvals by the Planning Commission as spelled out in the Special Use District.

As approved, Phase 1 will be broken out into four discrete sub-phases (1A-1D). In total the Phase will construct a total of 1,668 housing units, of which 222 of these will be replacement units for units demolished during the Phase. Phase 1 will also include up to 3,500 square feet of retail. Community improvements will be constructed with each sub-phase appropriate to serve those sub-phases consistent with Section 3.4 of the Development Agreement and the principal of Proportionality, Priority and Proximity, including certain street improvements, public open spaces, community gardens, stormwater improvements, and improvements to public street outside of the project site. The specific design of these buildings and community improvements was not included in the Phase Application (as is this is not the intent of the Phase Application), but is the subject of subsequent design review and approval processes.

BUILDING DEVELOPMENT REVIEW AND APPROVAL

The process for review and approval of buildings is spelled out in subsection (d) of the SUD. Following review by staff of proposed buildings for compliance with the SUD and Design Standards + Guidelines, a public informational hearing at the Planning Commission is held to solicit comment, and then the Planning Director approves projects administratively, including providing discretionary approval over any Minor Modifications of the Standards or provision in the SUD sought by the project sponsor. The purpose of the informational hearing is provide both the public and the Commission an opportunity to review the building design and provide input to the Planning Director on both consistency of the project with the Guidelines as well as on the granting of any Minor Modifications. These hearings are essentially informational only and no formal action is to be taken by the Planning Commission. Subsection (c) of the SUD explicitly establishes which provisions of the SUD and the Standards can be modified as Minor or Major Modifications. Certain provisions and Standards may not be modified. There are certain limited discretionary powers of the Planning Commission regarding buildings and land use. Major modifications may be granted *only* by the Planning Commission at a public hearing. Additionally, per the SUD certain land uses are subject to Conditional Use authorization by the Planning Commission per the typical CU process. No Discretionary Reviews are permitted under the SUD.

At present, the Project Sponsor has submitted applications for approval of buildings in Sub-phases 1A and 1B. Subphase 1A includes four buildings, two each on Blocks 1 and 6, for a total of 403 units. Subphase 1B includes two buildings each on Blocks 20 and Block 22, for a total of 595 units. *Informational hearings on each of these buildings as required by the SUD are scheduled for the same Commission agenda on August 6.*

COMMUNITY IMPROVEMENT REVIEW AND APPROVAL

The process for review and approval of Community Improvements is spelled out in Subsection (d)(5) of the SUD and Section 2.4 of the Development Agreement. The Planning Department is charged with reviewing the design of Community Improvements, largely streets and public open spaces, to assess

consistency with the Design Standards + Guidelines as well as the Development Agreement, Transportation Plan, Sustainability Plan, Infrastructure Plan and EIR Mitigations. Following issuance of a “preliminary approval” of such improvements, the Department circulates the proposed improvements to relevant agencies (eg. Public Works, SFPUC, SFMTA) for review under their typical permitting processes. This is particularly pertinent for improvements to public streets; public open space improvements on private property are expected to primarily be reviewed by the Planning Department and Department of Building Inspection. Any subsequent changes to the design of the improvements must be referred back to Planning. Prior to issuance by relevant agencies of any implementing permits to the project sponsor for construction of community improvements, the Planning Department must issue a “Final Approval.” The reviews and approval by the Planning Department is conducted administratively.

At present, the Project Sponsor has submitted applications for approval of Community Improvements in support of Sub-Phases 1A and 1B. The improvements have been submitted in two packages, one for improvements in the public right-of-way and the other for improvements on private property including the following:

Intersection Improvements:

Higuera Drive/Lake Merced Boulevard	Brotherhood Way/Chumasero Drive
Chumasero Drive/Junipero Serra Boulevard	Junipero Serra Boulevard/Brotherhood Way
Lake Merced Boulevard/Vidal Drive	

New and Existing Streets (some partial):

Font Boulevard	Vidal Drive	Arballo Drive	Vidal North
Acevedo Drive	Higuera Drive	Chumasero Drive	Serrano Drive
New Street 07			

Open Space Improvements:

Neighborhood Commons	Community Gardens
Tower Areas	Paseos

These design review applications are currently under review by the Planning Department. Additional programmatic or financial community improvements are required and proposed in Phase 1 that do not require construction of infrastructure, and as such will be reviewed separately by the appropriate City agency/agencies at the appropriate time. These include shuttle services, transit pass subsidies, carshare and bikeshare, and parking management.

REQUIRED COMMISSION ACTION

Informational item. No action required.

Attachments:

Parkmerced Overview

Phase 1 Application Approval Letter from Planning

Phase 1 Application



SAN FRANCISCO PLANNING DEPARTMENT

Parkmerced Overview

This document provides an overview of the Parkmerced implementation documents and new procedures as laid out in the Special Use District (Section 249.64) and the Development Agreement (DA). *The full adopted Plan documents can be viewed and downloaded from the Planning Department's website at:*

<http://www.sf-planning.org/index.aspx?page=2529>

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PROJECT DESCRIPTION

The Parkmerced neighborhood is located in the far southwest corner of San Francisco near the border with Daly City, and is roughly bounded by 19th Avenue and Junipero Serra Blvd on the east, Brotherhood Way on the south, Lake Merced Blvd on the west, and San Francisco State University on the north. The M-Oceanview Muni Metro line runs along 19th Avenue and the Daly City BART station is less than a mile to the south.

Parkmerced is a 152-acre site (including streets, 116-acre excluding streets) under single ownership. The existing site, developed between 1941 and 1951, contains 3,221 housing units in a mixture of high-rise



buildings and low-rise townhouses. The owner of Parkmerced has approval from the City to undertake a long-term comprehensive re-design, re-development and improvement of the site. The project, which would be implemented over the course of three decades, would add 5,679 net new housing units (through demolition of all of the townhouse buildings), 1:1 replacement of the 1,538 demolished rent-controlled units, up to 310,000 sf of commercial use, replacement of an existing preschool, re-plat and re-design the street grid, and newly create or improve approximately 27 acres of public open space. The project additionally would re-route the M-line streetcar through the site.

DEVELOPMENT AGREEMENT HIGHLIGHTS

The DA by and between the City and County of San Francisco and Parkmerced Investors LLC is a contract between the City and the Developer that provides greater security and flexibility to both the City and Developer, and results in greater public benefits in exchange for certainty. Development agreements are typically used for large-scale projects with substantial infrastructure investments and multi-phase build outs. Notable provisions of the Parkmerced DA include:

- Vested right to develop for the 30-year term of the DA (from approval in 2011)
- Phasing and Phase Application process. Requires certain sites be developed first in Phase 1
- Requires 1:1 replacement of all 1,538 existing rent-controlled units on-site (incl. waiver of certain property owner rights under Costa-Hawkins and Ellis Act) and relocation of existing tenants to new replacement units of similar size at existing rents, with no allowance for capital pass-throughs to existing tenants. Procedures for tenant relocation.

- 15% BMR housing of which at least 1/3 must be on-site
- Developer to provide:
 - Construction and maintenance in perpetuity of various public open spaces
 - New and reconfigured streets and sidewalks designed to Better Streets Plan standards dedicated to the City, including off-site improvements
 - Design and construction of re-routed M-line streetcar through project site, including two new stations. City has 7 years to plan and approve any alternative transit project for M-line, in which case developer has to adjust plans and/or contribute an equal amount (approx. \$70m) to revised project
 - Provision of free shuttle to Daly City BART, \$20/unit/month transit subsidy for tenants
 - Payment to SFMTA \$50,000 for off-site ped improvements Fee
 - Replacement of on-site pre-school space
 - Extensive on-site stormwater management
 - Sustainable energy requirements
- Requirement for Planning Department to conduct annual review and report of DA compliance, provided there is construction activity to report

REGULATORY FRAMEWORK & IMPLEMENTATION DOCUMENTS

The project was approved and will be implemented through a Development Agreement as well as through Planning Code regulations and accompanying Plan documents that lay out the details for community infrastructure improvements, environmental programs, and other elements necessary to support the neighborhood. Following is a list of the relevant documents:

The Development Agreement (“DA”) is a contract between the City and the Developer that establishes the rights, terms and responsibilities of both parties in carrying out the development of Parkmerced. Some of the topics covered by the DA include provision inclusionary housing, replacement and rent control housing (including tenant relocation), transportation investment and programs, stormwater and sustainable energy requirements, and phasing.

The Vision Plan lays out a conceptual framework and high level intents for the development of the neighborhood.

The Design Standards and Guidelines (“DS+G”) document is a regulatory document that prescribes controls for land use, site and building design, open spaces, and streets. It is the primary supplement to the Special Use District in the Planning Code. Controls that can only be changed by legislative action by the Board (as opposed to by a Planning Commission amendment only) are included in both the SUD (the Planning Code) as well as the D4D.

The Sustainability Plan contains specific strategies and metrics which together address the management and conservation of energy, water and other natural resources, as well as establish goals for green building standards.

The Transportation Plan provides a framework and management plan for addressing transit and vehicular travel to and from the neighborhood.

The **Infrastructure Report** establishes an outline for anticipated site-wide improvements to all street and public rights-of-way, underground utilities, and grading.

The full Plan documents can be viewed and downloaded from the Planning Department's website at:
<http://www.sf-planning.org/index.aspx?page=2529>

For the purposes of reviewing vertical development (ie buildings) and land use changes in the SUD, the only relevant documents are the SUD itself and the Design Standards + Guidelines.

The site was rezoned into a set of site-specific zoning categories: PM-R, PM-MU1, PM-MU2, PM-S, PM-CF, and PM-OS. These are reflected on the zoning maps as well as in the Plan documents. Planning Code Section 249.64 - the "Parkmerced Special Use District" (SUD) – contains the controls for these districts. The height limits on the zoning map are also reflective of the height limits for the project.

Key SUD Provisions

The contains a limited subset of land use and design controls and is supplemented by the DS+G; essentially all substantive controls exist in the DS+G and the DS+G contains more detail about many of those matters also described in the SUD. If the SUD contains more specificity or is in conflict in any way with the DS+G, the SUD prevails (though there should not be any conflicts). The SUD also contains process and review procedures that are not in the DS+G. The key provisions in Planning Code Section 249.64 (Parkmerced SUD) include the following (refer to the SUD text for more detail):

- Uses. Description of principally, conditionally and prohibited permitted uses in the various PM zoning districts.
- No density limits
- Building height is measured per the DS+G and not the Planning Code.
- Building bulk limits
- Building setbacks
- Auto Parking: no minimums, overall project maximums (i.e. maximums do not apply building-by-building). Project can overbuild, but cannot use, excess parking built in earlier phases.
- Residential open space requirements. No streets or public open space per DA can count toward building requirements.
- Modifications, including definitions and list of possible Minor and Major mods. No other variances or modifications permitted.
- Design review and approval process

PLANNING DEPARTMENT DESIGN REVIEW AND PROCESSING

Phase Applications

Regulatory Framework for Review: Development Agreement Section 3.4

Review Lead: Citywide Planning Division

Citywide staff will review and coordinate interagency and intra-agency review of Phase Applications, which must be approved before vertical development can proceed. Required minimum contents of Phase Applications are spelled out in the DA in Section 3.4.4.

Hearings: None

Time Limit: None (60 day goal)

Approval: Planning Director

Appeal: None

Building Permits/Vertical Development Design Review and Entitlement

Regulatory Framework for Review: SUD Subsection 249.64(d)

Review Lead: Current Planning Division (SW team)

Current Planning (SW team) staff will ensure consistency and compliance of vertical development (i.e. buildings and land use changes) with the SUD and DS+G through the review of site/building permit applications and design review. Note that unlike the typical development project where streetscape plans and requirements (eg Sec 138.1) are bundled with building entitlements, in Parkmerced (and other master plan projects like Schlage Lock) design and development of streetscape improvements and public open spaces are separated from building design review and are reviewed by the Planning Department through a separate design review process laid out in the SUD (see “Community Improvements Design Review” below).

Hearings:

- (1) Informational hearings required for Large Projects per (d)(4)(B) to take Commission and public comment on compliance with Design Standards and Guidelines
- (2) Action hearings required for projects seeking Major Modifications per SUD or any minor modifications referred to Commission by Planning Director

All hearing noticing per (d)(4)(D) - 10 day mailing to 300' radius and 10 day posting

Time Limit: 30 days to determine application complete; 60 days to conduct initial design/consistency review

Approval: Planning Director administrative approval in writing including minor modifications, except Planning Commission approval for major modifications. Notice of approval sent to property owners within 300' after approval. NOTE: No Discretionary Reviews permitted per (d)(4)(7), and no DR or CU for demolition of dwelling units required per (d)(4)(8).

Appeal: Board of Appeals within 15 days of decision, except CUs appealable to Board of Supervisors per 308.1

Community Improvements Design Review

Regulatory Framework for Review: Development Agreement Section 2.4, SUD Subsection 249.64(d)(5)

Review Lead: Citywide Planning Division

Prior to seeking any approvals or permits from relevant agencies (if applicable; eg SFMTA, SFPUC, DPW, SFFD), developer must submit applications and plans for Community Improvement Design Review to Planning. Citywide staff will review and coordinate interagency and intra-agency review.

Hearings: None

Time Limit: None (60 day goal)

Approval: Planning Director

Appeal: None

ANNUAL REVIEW ON COMPLIANCE WITH THE DEVELOPMENT AGREEMENT

As noted above, the Development Agreement requires the Planning Director to conduct and issue an Annual Review of Developer compliance with the Agreement. The Agreement states that the Planning Director “may forego an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.” As no construction pursuant to the Agreement has occurred to date, no such review has been conducted. Depending on the schedule for construction under Phase 1, the first such Annual Review will be conducted in either 2016 or 2017.



SAN FRANCISCO PLANNING DEPARTMENT

June 3, 2015

Jim M. Abrams, esq.
J. Abrams Law, P.C.
345 Vidal Drive
San Francisco, CA 94132

Re: Parkmerced Phase I Application Approval

Dear Mr. Abrams,

The Planning Department has received the revised Development Phase I Application for Parkmerced, Case Number 2014.1370W, dated April 10, 2015. As per section 3.4.4 of the Parkmerced Development Agreement (DA), the Planning Department and City Agencies have conferred in good faith with each other and with the Project Sponsor to review the Phase Application and determine whether it fulfills the Proportionality, Priority and Proximity Requirement in the DA. With the following conditions and referenced memoranda from the San Francisco Public Utilities Commission (SFPUC) and Mayor's Office of Housing and Community Development (MOHCD), this letter approves the revised Development Phase I Application.

Implementation of the Mitigation Monitoring and Reporting Program

The project sponsor is currently coordinating with the Planning Department's Environmental Planning (EP) staff and staff from other City Agencies (SFMTA, DBI, SFPDPH) on implementing the requirements set forth in the Mitigation Monitoring and Reporting Program (MMRP). Approval of the Development Phase I Application presupposes continued coordination with EP and City Agency staff, as well as full implementation of and compliance with all mitigation measures outlined in the MMRP which were determined by City Agency staff as applicable to Phase I of the project.

Neighborhood Commons

The DA requires the completion of one Neighborhood Commons for every 1,000 units completed (see Exhibit F). Since Phase I proposes over 1,600 units, it requires the completion of one Neighborhood Commons. The Planning Department recognizes that site limitations, requirements regarding demolishing existing buildings and requirements regarding existing tenant relocation make construction of the entire Block 21 Commons (as envisioned in the Plan) infeasible. Therefore, we hereby accept the proposal to build out Block 21 commons to the extent feasible (approximately 65% of the required area required for the Block 21 Neighborhood Commons) and a full new additional commons on Block 22 (approximately 15,000 square feet) to meet the public open space requirement in satisfaction of the DA.

The additional Neighborhood Commons proposed on Block 22 must fulfill neighborhood commons guidelines and requirements in the Design Standards & Guidelines, Section 02.24. In particular, the adjacent and fronting ground floor must contain active uses that are

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oriented to and visible from the Commons, and comply with design Guideline 03.06.06 - Active Ground Floors. Design review and approval for the Block 22 Neighborhood Commons shall follow the same schedule as the Block 22 design review application.

While the Neighborhood Commons on Block 21 may not be completed in Phase I, it must be designed to comply with Section 02.24 and Guideline 03.06.06 upon completion. Block 21 Commons design should contain areas for programmed activities and should be programmed with temporary uses by or before issuance of the certificate of occupancy for Block 21. Design review and approval for the Block 21 Neighborhood Commons shall follow the same schedule as the Block 21 design review application.

The entitled 700 Brotherhood Way development is required to construct two publicly accessible pedestrian stairways linking that development site with Park Merced. One of the stairways will terminate at the property line immediately adjacent to Park Merced Block 21 Neighborhood Commons, while the other will terminate at the property line immediately adjacent to a portion of Park Merced Block 23 identified as open space. Publicly accessible pedestrian pathways connecting the stairways to the nearest public sidewalk shall be provided by Park Merced upon development of the areas immediately adjacent to the stairways.

Park Merced Sustainable Energy Requirements

The attached memorandum from the SFPUC dated May 11, 2015 is included in this approval by reference.

The Planning Department acknowledges the project build out estimate of energy demand, as shown Exhibit Q of the DA. This estimate underpins the DA requirement of providing no less than 20,793,250 kWh/year from renewable energy, a cogeneration facility or a combination of the two; achieving a reduction of the same 20,793,250 kWh/year through energy efficiency and conservation measures; or paying in lieu fees based on the methodology in Exhibit Q. Planning understands that at this time, an in-lieu fee for a Cogeneration System will likely be paid in the amount of \$2,416,266.00. As per Exhibit Q, payment of in-lieu fees shall be made before issuance of the Certificate of Final Completion or final building permit for each building within Phase I.

As discussed in the attached memorandum from SFPUC, dated May 11, 2015, the SFPUC reserves the right to continue review of the energy estimates after this Phase I Approval, and meet and confer in good faith to make final revisions, as per Exhibit Q, before final satisfaction of Sustainable Energy Requirement for Phase I.

Below Market Rate (BMR) Housing Units

This Phase I approval is also conditioned on your good faith effort to coordinate and review with the Director of the MOHCD all inclusionary housing obligations and the placement of approximately 74 below market-rate BMR units and payment of an in-lieu fee in order to satisfy the remainder of the inclusionary housing requirement unit requirement. With an understanding that buildings are still in design review, any changes to unit counts must be

made explicit to the Planning Department and MOHCD before the submittal of a building permit application, including the manner in which the inclusionary housing requirement will be satisfied. Inclusionary requirements are to be calculated by subphase. Payment of the in lieu fee must be made in accordance with Planning Code section 415 and the San Francisco Affordable Housing Monitoring Procedures Manual and concurrently with or before the issuance of the Certificate of Occupancy for the Principal Project (DA section 4.2.3).


Next Steps

As per the Development Agreement Section 3.4.5, Developer shall commence or continue to seek tentative subdivision map approval before approval of Design Review applications. Planning staff will provide an informational update to the Planning Commission on this approved Phase I Application and request your participation at the hearing. Planning staff will coordinate the date with you and request your assistance in disseminating notice regarding such informational item to tenants of Park Merced and other interested parties. Please direct any remaining questions regarding the following topics to the appropriate staff:

Design review and building permit applications	Tina Chang Planning Department, Current Planning Division, SW Team	415-575-9197 tina.chang@sfgov.org
Street & Community Improvement Design	Joshua Switzky, Planning Department, Citywide Planning	415-575-6815 joshua.switzky@sfgov.org
Environmental Review	Tania Sheyner, Planning Department, Environmental Planning	415-575-9127 Tania.sheyner@sfgov.org
Tentative Map and Infrastructure Coordination	Barbara Moy, Public Works, Infrastructure Task Force	415-558-4050 Barbara.moy@sfdpw.org

We look forward to continuing to work with you on this important project.

Sincerely,



John Bahaim
Planning Director

cc: Seth Mallen, Maximus
Rogelio Foronda, Jr., Maximus
Todd Rufo, OEWD
Ken Rich, OEWD
Emily Lesk, OEWD

Barbara Moy, DPW
Paul Mabry, DPW
Molly Petrick, SFPUC
Leslie Webster, SFPUC
Ken Kortcamp, SFPUC
John Scarpulla, SFPUC
Katie Miller, SFPUC
Ken Lombardi, SFFD
Michie Wong, SFFD
Ketty Fedigan, SFFD
Ronald Tom, SFDBI
Olson Lee, MOHCD
Chandra Egan, MOHCD
Joshua Switzky, SF Planning
Jeremy Shaw, SF Planning
Tina Chang, SF Planning
Rick Cooper, SF Planning
Gretchen Hilyard, SF Planning
Tania Sheyner, SF Planning
Delvin Washington, SF Planning

enclosed:

1. PUC Phase I Letter of Approval
2. PUC Wastewater Schedule Amendment
3. MOHCD Phase I approval memorandum

MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
CITY AND COUNTY OF SAN FRANCISCO



EDWIN M. LEE
MAYOR

OLSON LEE
DIRECTOR

MEMORANDUM

To: John Rahaim, Director, San Francisco Planning Department
From: Olson Lee, Director, San Francisco Mayor's Office of Housing
Date: 5/19/2015
Subject: Park Merced Phase 1 Application

The Mayor's Office of Housing and Community Development approves the Park Merced Phase 1 Application.

It is our understanding that the Sponsor will work with our office in advance of building permit issuance to review the structure of the Inclusionary obligation and the placement of any BMR units.

It is also our understanding that the project will produce 284 BMR units at minimum if the project is built to the 7,217 unit goal. Table 1 reflects our understanding.

Table 1. Park Merced Total Unit Count, Phase 1 Assumptions and Minimum BMR Unit Requirement

Phase	Total Newly Constructed Units	Total Replacement Rent Control Units	Net New Market Rate Units Subject to Inclusionary (Total New Minus Rent Control)	1/3 rd of Net New Market Rate Units	On-site Inclusionary Requirement: 15% of 1/3 rd of Net New Market Rate Units
Phase 1	1668	222	1446	477	72
Phase 2	TBD	TBD	TBD	TBD	TBD
Phase 3	TBD	TBD	TBD	TBD	TBD
Etc.	TBD	TBD	TBD	TBD	TBD
Totals	7,217	1,538	5,679	1,893	284

A handwritten signature of Olson Lee in black ink.

Olson Lee

5/19/15
Date



San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

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May 11, 2015

John Rahaim
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: Approval of Parkmerced Development Phase Application – Phase 1

The San Francisco Public Utilities Commission (the “SFPUC”) consented to the Development Agreement (“DA”) between the City and County of San Francisco and Parkmerced Investors, LLC (“Project Sponsor”), in June 2011. As part of this consent, the SFPUC agreed to delegate to the SFPUC General Manager, or his or her designee, any future approvals of the SFPUC under the DA, including approvals of Development Phase Applications, subject to applicable law including the City’s Charter.

The SFPUC has reviewed the Revised Phase 1 Development Phase Application dated April 10, 2015, and approves the Phase 1 Application subject to the following conditions:

- 1) The SFPUC and Project Sponsor agree to continue to work together on the Implementation of Sustainable Energy Requirements as outlined in Exhibit Q of the Development Agreement, including validation of the Sustainability Plan’s estimates of existing and future energy consumption and Greenhouse Gas emissions, and validation of the in-lieu fee.
- 2) Project Sponsor agrees to the revised SFPUC Wastewater Enterprise Submission Schedule which is attached to this approval letter, and agrees to include the schedule as part of the final Phase 1 Development Phase Application.

By approving the Parkmerced Phase 1 Development Phase Application, the SFPUC does not intend to in any way limit the exclusive authority of the SFPUC as set forth in the Article XIIIB of the City’s Charter.

Sincerely,

Michael P. Carlin
Deputy General Manager

Edwin M. Lee
Mayor

Ann Moller Caen
President

Francesca Vietor
Vice President

Vince Courtney
Commissioner

Anson Moran
Commissioner

Ike Kwon
Commissioner

Harlan L. Kelly, Jr.
General Manager



SUBMITTAL TYPE	SUBMITTAL REQUIREMENT	Due Date for SFPUC APPROVAL
1. Sub-Phase Stormwater Control Plan	<p>1.1 Demonstrate that portions of the project that are currently connected to the CSS, but may transition to a separate stormwater system comply with both the CSS and MS4 stormwater management requirements.</p> <p>1.2 Determine the percent imperviousness of the of the existing site conditions of the project area as a whole (First Sub-Phase SCP only).</p> <p>1.3 Demonstrate compliance with stormwater management requirements for the subphase as well complinace with the stormwater management from the best estimate of the proposed upstream development at full build-out.</p> <p>1.4 Include a summary of stormwater management calculations, modeling approach and assumptions, overall approach, and a description of the BMP selection and assumptions</p> <p>1.5 Include a schematic design of the stormwater management system for the sub-phase, including labeled and delineated drainage management areas; estimated sizing; proposed BMP locations with flow arrows; the connection to existing storm drain systems; and all upstream contributing runoff.</p> <p>1.6 Include a summary sheet for each BMP type, including typical section/details, general design assumptions, as well and in/out and design parameter modeling assumptions.</p> <p>1.7 include a composite plan showing the most accurate conceptual design of the stormwater management system for the entire project with the stormwater management proposal for the Sub-phase and clearly depicting the boundary of the sub-phase</p> <p>1.8 Include infiltration tests that accurately represent the design infiltration rate for proposed infiltration-based BMPs performed to current SFPUC infiltration test standards.</p> <p>1.9 Include a development wide plan for how SCPs will be separated and submitted for the entire project, each sub-phase, or each ROW improvement and parcel improvement project. (First Sub-Phase SCP only).</p>	<p>Prior to approval of Improvement Plans</p> <p>Prior to approval of FIRST Improvement Plans</p> <p>Prior to approval of Improvement Plans</p> <p>Prior to approval of Improvement Plans</p> <p>Prior to approval of Improvement Plans</p> <p>Prior to approval of Improvement Plans</p> <p>Prior to approval of Improvement Plans</p> <p>Prior to approval of Improvement Plans</p> <p>Prior to approval of FIRST Improvement Plans</p>

2. Sub-Phase Hydrology and Hydraulics
Plan

- | | |
|---|--|
| 2.01 Demonstrate that the sub-phase is designed and sized for the 5-year design storm as well as for the best estimate of runoff created by a 5-year design storm from the proposed upstream development at full build-out. | Prior to approval of Improvement Plans |
| 2.02 Include all infiltration modeling assumptions, 5-year storm modeling assumptions, 100-year storm modeling assumptions | Prior to approval of Improvement Plans |
| 2.03 Demonstrate that the 100-year design storm runoff created by this subphase as well as from the best estimate of the 100-year design storm runoff created by the proposed upstream development at full build-out will be safely conveyed within the street curbs (top-of-curb to top-of-curb) | Prior to approval of Improvement Plans |
| 2.04 Demonstrate that the 100 year overland flows for the whole Project for both existing conditions and for the subphase to determine if any off-site improvements are reasonably necessary to protect publicly- and privately-owned property downstream. | Prior to approval of Improvement Plans |
| 2.05 Demonstrate that the flow path for the overland flow of the 100-year design storm for this sub-phase will be functional at no later than the completion of construction of the Sub-Phase. | Prior to approval of Improvement Plans |
| 2.06 Demonstrate system function during the SDG design storm(s), the 5-year design storm, and the 100-year design storm for this subphase in conceptual plans and typical cross sections | Prior to approval of Improvement Plans |
| 2.07 Demonstrate how stormwater enters the stormwater systems from the adjacent streets and private development parcels, as appropriate in conceptual plans and typical cross sections. | Prior to approval of Improvement Plans |
| 2.08 Demonstrate that the conveyance system includes a separate low flow channel for stormwater management and is sized in compliance with the freeboard requirements of the City, as appropriate. | Prior to approval of Improvement Plans |
| 2.09 Demonstrate that at no point along the conveyance pathway the hydraulic grade line overtops the top edge of the conveyance system for the 5-year design storm. | Prior to approval of Improvement Plans |

	2.1 Demonstrate the spatial relationship between all proposed utilities and laterals (as well as existing utilities, as appropriate) as well as all proposed surface improvements through conceptual utility composite plans and street cross sections. The conceptual plans shall show setback requirements for surface improvements such as trees, bulb outs, curbs and gutters, etc.	Prior to approval of Improvement Plans
	2.11 Demonstrate that peak hourly dry and wet weather flow proposed by this subphase, including the flows from the rest of the project area, shall not exceed the capacity of the combined sewer system as required by the applicable codes and regulations.	Prior to approval of Improvement Plans
	2.12 Conceptual maintenance plan to assess the activities required to appropriately maintain the proposed Stormwater System for this subphase, along with an analysis of whether the funding mechanisms established will be sufficient to defray the cost.	Prior to approval of Improvement Plans
	2.13 Demonstrate how runoff from this subphase will not increase the risk of: (A) localized wet weather flooding; (B) combined sewer system (CSS) and/or separate sanitary sewer system surcharges into streets; or (C) cross connection between sewage surcharges and surface Stormwater System runoff.	Prior to approval of Improvement Plans
3. Sub Phase Sanitary System Analysis		
	3.1 Demonstrate that the sanitary sewer system proposed to serve this subphase is designed to convey the anticipated peak flows and meet self-cleaning velocity for anticipated average daily flow for the proposed upstream development at full build-out in accordance with applicable subdivision regulations.	Prior to approval of Improvement Plans
	3.2 includes sewage projections, including permanent dewatering, for each parcel within this subphase as well as the best estimate for the development at full build including a description of the assumptions and calculation methods used to project sewage generation	Prior to approval of Improvement Plans
4. Sub Phase Utility Acceptance Plan		
	4.1 clearly show all proposed stormwater, sanitary and combined sewer infrastructure that will be proposed for acceptance by the City following completion of the public improvements in the sub phase.	Prior to approval of Improvement Plans
5. Sub Phase Construction Sequencing Plan		

5.1 Describe the proposed sequencing for implementation of the Stormwater System relative to the occupancy of buildings and other milestones within this subphase.

Prior to approval of Improvement Plans

6. Sub Phase Condition Assessment and Testing Plan

6.1 Outline the schedule and methods for condition assessment and testing of the existing wastewater assets in this subphase that are proposed to be retained/reused within the subphase as well as the existing wastewater assets to remain downstream of this subphase within the boundaries of Parkmerced.

Prior to approval of Improvement Plans

REVISED DEVELOPMENT PHASE APPLICATION

Phase 1

Parkmerced
3711 Nineteenth Avenue
San Francisco, CA 94132

Submitted: April 10, 2015 (Amended)

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OWNER/APPLICANT INFORMATION

Project Sponsor: Parkmerced Owner LLC
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Attn: Seth Mallen

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LOCATION AND CLASSIFICATION

Street Address: 3711 Nineteenth Avenue
San Francisco, CA 94132

Phase 1: Sub-Phase	Assessor's Block Number ¹	Existing Block Number ²	Proposed Block Number ³	Zoning District	Height/Bulk District	Block Size (approx. sq. ft.) <i>Before</i> Phase I	Block Size (approx. sq. ft.) <i>After</i> Phase I
A	7335	Pure Soft Sites adjacent to Blocks 39, 40	01	PM-R	45-PM 85-PM 130-PM	197,597 sq. ft.	203,888 sq. ft.
A	7308	Pure Soft Sites adjacent to Blocks 27, 47	06	PM-R PM-OS	45-PM 115-PM	201,586 sq. ft.	200,099 sq. ft.
B	7326	Felix Garage	20	PM-R	65-PM 145-PM	289,203 sq. ft.	283,653 sq. ft.
B	7330	Galindo Garage	22	PM-R	65-PM 145-PM	176,742 sq. ft.	198,118 sq. ft.
C	7334	37W	03W	PM-R	45-PM	133,854 sq. ft.	142,109 sq. ft.
C	7337	34	04	PM-R	45-PM 85-PM	42,138 sq. ft.	34,082 sq. ft.
D	7331	19	21S	PM-R PM-OS	65-PM 145-PM	204,714 sq. ft.	216,301 sq. ft.

¹ Assessor's Block Numbers are shown on the attached Existing Parcel Areas diagram.

² Existing Parkmerced Block Numbers are shown on the attached Existing Phase 1 Site Plan diagram.

³ Proposed Parkmerced Block Numbers are shown on the attached Proposed Parcel Areas diagram.

PROJECT DESCRIPTION

Project Type:	New Construction; Demolition
Present or Previous Use:	Residential
Proposed Use:	Residential, Open Space, Retail

Narrative:

This application pertains to Phase 1 of the Parkmerced Project (the “Project”). This application is submitted in accordance with the Project’s Development Agreement, which requires the project sponsor to submit a Phase Application for approval by the Planning Director prior to the submittal of building permits for such phase of the Project. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Development Agreement.

Phase 1 is comprised of four development subphases: Subphase A through Subphase D. The parcels subject to Phase 1 are shown by subphase on the attached Existing Phase 1 Site Plan diagram and further described by block number and area on page 4 of this application. Phase 1 consists primarily of residential development on the western and southeastern portions of the Project site. In addition, as described in more detail below, Phase 1 will include a number of Community Improvements and CEQA Mitigation Measures, as required by the approved Parkmerced Phasing Plan.

This application does not constitute the commencement of construction of the Project pursuant to the terms of the Project’s Development Agreement, and property owner has no obligation to construct the Project as a result of or in connection with the submission of this application.

The following is a description of the elements of Phase 1. Each is also described in the attached Phasing Application table, which may be consulted for additional detail regarding each element or subphase.

Residential Development⁴. Phase 1 includes construction of approximately 1,668 residential dwelling units distributed among the four subphases as follows⁵:

- Subphase A – Approximately 390 new units with no demolition. Of the 390 new units 56 units will be Replacement Units to replace units demolished in subphase C and D.

⁴ Unless otherwise noted, block numbers used herein are the Proposed Parkmerced Block Numbers identified on page 5 of this application.

⁵ Subphases B, C, and D may begin construction prior to the completion of the preceding Subphases provided the Replacement Units, as required, have been constructed and are occupied by residents of to-be-replaced units in subsequent phases. For example, initiation of construction of Subphases C and D may begin prior to the full completion of Subphases A or B if the needed 56 Replacement Units for Subphases C and D have been constructed and occupied.

- Subphase B - Approximately 567 new units with the demolition of the existing parking garages, Garage No. 2 and Garage No. 1.
- Subphase C - Approximately, 333 new units with the demolition of a maintenance building and 10 units on existing block 37W and 28 units on existing block 34. Of the new 333 new units 66 will be Replacement Units to replace units demolished in Phase 2.
- Subphase D - Approximately, 378 new units with the demolition of 18 existing units on existing block 19. Of the 378 new units, 100 will be Replacement Units to replace units demolished in future Phase 2.

The DA permits the inclusionary housing requirements for the Project to be satisfied satisfied by construction on-site, off-site, or payment of an in-lieu fee. Although the DA requires that the project applicant state its intended method of meeting the inclusionary housing requirements for each development phase in the Development Phase Application, in light of the significant obligation to provide rent controlled replacement units for all existing units on the project site, the DA provides greater flexibility to the project sponsor in the timing of this choice as compared to the current San Francisco Planning Code; specifically, the DA permits this decision to be made at the time of the issuance of building permits for each residential building. If the on-site BMR Requirement of fifteen percent (15%) were to be applied to the proposed 1,446 net new units, it would result in a requirement of approximately 220 BMR units. The project sponsor currently anticipates constructing 1/3 of the BMR units on-site and paying in-lieu fees to satisfy the remaining inclusionary housing requirement for net new units in Phase 1.

Non-Residential Summary. Phase 1 includes the following:

- Subphase A – Construction of a two-level, below-grade, approximately 159,680 sf (accommodating approximately 453 parked cars) parking garage on Block 06.
- Subphase B – Demolition of Garage No. 1 and Garage No. 2, which total approximately 222,000 sf (accommodating approximately 740 parked cars) and the construction of two, two-level below grade parking garages on Blocks 22 and 20 of approximately 133,099 sf (accommodating approximately 248 parked cars) and 133,691 sf (accommodating approximately 225 parked cars), respectively.
- Subphase C – Demolition of a 28,343 sf maintenance building and 37 existing parking spaces located on a surface lot. Construction of a two-level below grade parking garage on Block 03W that is approximately 219,512 sf (accommodating approximately 618 parked cars).
- Subphase D – Construction of approximately 3,500 sf ground floor active uses/retail that will be visible from and oriented towards the new neighborhood commons and a one-level below grade parking garage of approximately 23,550 sf (accommodating approximately 66 parked cars) on Block 21S.

Street Realignments. Phase 1 involves the realignment of certain internal streets at the Parkmerced site, most significantly along Higuera Avenue (Subphase B) and Chumasero Drive

(Subphase B and C). The approximate location of such vacations and dedications are shown in detail on the attached Existing and Proposed Street Areas diagram (Figure 6). In total, approximately 91,000 sf of existing street right-of-way area will be vacated and approximately 105,000 sf of existing lot area will be dedicated to the City as public right-of-way. Unless specifically notated as a private, streets can be presumed to be public right-of-way.

In addition, Phase 1 includes the construction of internal streets, alleyways and pedestrian paseos within each block subject to development. Each such improvement will be constructed in conjunction with the construction of the adjacent building. Accordingly, each subphase will include the following improvements:

- Subphase A –
 - Reconstruction of a private internal driveway between the existing towers 310 and 350 Arballo Drive. The street will connect Acevedo Avenue to Arballo Drive. Proposed utilities will be constructed within the limits of the internal street. These utilities will remain under private ownership, as the SFPUC has indicated that it cannot accept utilities located on private property.
 - Construction of one private east-west pedestrian paseo on Block 06.
 - Construction of Vidal Drive from the intersection of Lake Merced Boulevard to Acevedo Avenue. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
 - Construction of the new intersection access point at Vidal Drive and Lake Merced Boulevard.
 - Construction of the new intersection access point at Acevedo Drive and Lake Merced Boulevard.
 - Reconstruction of Acevedo Avenue between Vidal Drive and Arballo Drive. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
- Subphase B –
 - Construction of a private internal driveway between existing the towers 125 Cambon Drive and 150 Font Boulevard to access new building(s) on Block 20. Final alignment to be determined prior to appropriate approvals. Proposed utilities will be constructed within the limits of the internal street. These utilities will remain under private ownership, as the SFPUC has indicated that it cannot accept utilities located on private property.
 - Construction and realignment of Chumasero Drive between Brotherhood Way and Font Boulevard, including the new intersection at Chumasero Drive and Brotherhood Way. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.

- Subphase C –
 - o Construction of Higuera Avenue between Lake Merced Boulevard and Arballo Drive, including new intersections at both ends. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
 - o Construction of Vidal Drive from Higuera Avenue to Garces Drive. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
 - o Reconstruction of existing Vidal Drive (future Gonzalez Drive realignment) between Garces Drive and Arballo Drive. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
 - o Construction of private New Street 1, a north-south internal street between Higuera Avenue and Garces Drive. The internal street splits new block 03 in half. Proposed utilities will be constructed within the limits of the internal street. These utilities will remain under private ownership, as the SFPUC has indicated that it cannot accept utilities located on private property.
 - o Construction of Garces Drive between existing Vidal Drive (future Gonzalez Drive realignment) and New Street 1 (north-south internal street adjacent to block 03W). Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
 - o Construction of the new intersection access point at Vidal Drive (future Gonzalez Drive realignment) and Lake Merced Boulevard.
 - o Reconstruction of Font Boulevard between Chumasero Drive and Cambon Drive. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
- Subphase D –
 - o Extension of Chumasero Drive to Junipero Serra Boulevard and construction of new intersection at Chumasero Drive and Junipero Serra Boulevard. Project sponsor will be coordinating with Caltrans on the proposed improvement. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
 - o Complete reconstruction of Font Boulevard between Chumasero Drive and Cambon Drive. Proposed utilities will be constructed within the public right-of-way limits of the street, as outlined.
 - o Elimination of Font Boulevard between Chumasero Drive and Junipero Serra Boulevard. This includes the elimination of the existing intersection of Font Boulevard and Junipero Serra Boulevard.

- Reconfiguration of Brotherhood Way cloverleaf at Junipero Serra Boulevard/SR-1. Junipero Serra Boulevard and Brotherhood Way interchange improvements. Add a third travel lane on westbound Brotherhood Way from the northbound Junipero Serra Boulevard off-ramp to Chumasero Drive.

Community Improvements/CEQA Mitigation Measures. In accordance with the Development Agreement Phasing Plan, the following Community Improvements and CEQA Mitigation Measures will be constructed or implemented during Phase 1. Each is described in more detail in the referenced Parkmerced Plan Document. As required by the DA, each Community Improvements must be reviewed and approved pursuant to subsequent Design Review process. As this application relates to the first development phase, no Community Improvements or CEQA Mitigation Measures have been constructed or implemented to date.

Subphase A:

- Cultural Resources and Archeological Paleontological Resources
 - M-CR-1: Document and interpretation for HABS and HAER Survey – See *Parkmerced Project FEIR* section V.D.a (pages V.D.28-V.D.28a).
 - M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting – See *Parkmerced Project FEIR* section V.D.a (pages V.D.29-V.D.29a).
 - M-CR-5: Paleontological Resources Monitoring and Mitigation Program – See *Parkmerced Project FEIR* section V.D.b (pages V.D.50-V.D.51).
- Transportation
 - Initiate BART Shuttle Service – See *Parkmerced Transportation Plan* section 4.1.1 (pages 36-37).
 - M-TR-1: Parking Construction Traffic Management Program – See *Parkmerced FEIR* section V.E (pages V.E.52-V.E.53).
 - Parking Management – See *Parkmerced Transportation Plan* section 4.1.8 (pages 46-48).
 - Discounted Transit Passes for new units – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
 - Pedestrian safety improvements in design of each new or altered street – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- Neighborhood Infrastructure
 - Tower Area Open Space adjacent to new and existing towers on proposed Blocks 1 and 6 – See *Parkmerced Design Standards + Guidelines* section 02.26 (pages 66-67).

- o Community Garden Open Space adjacent to new and existing towers on proposed Blocks 1 and 6 – See *Parkmerced Design Standards + Guidelines* section 02.25 (pages 64-65).
- o Bicycle Lanes/Paths and improvements adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- o Public realm improvements, including sidewalks, alley ways, pedestrian paseos and street trees, adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* Chapter 02 (pages 12-77).
- o Bicycle Library within block 1 (based on Bay Area Bike Share Specifications) – See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137)
- o Car share parking space within block 1– See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137)
- o Parking for bicycles and car share vehicles in new parking structure on Block 6 – See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137).
- Sustainability Infrastructure
 - o Bioswales adjacent to each new building as shown on the attached Proposed Storm Drain System diagram – See *Parkmerced Infrastructure Report* section 6 (pages 15-16).
 - o Recycled Water Infrastructure to each new building and in the adjacent improved streets, as shown on the attached Proposed Recycled Water System diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.1).
 - o Auxiliary Water Infrastructure to and within new building and in the adjacent improved streets as shown on the attached Proposed Auxiliary Water System Diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.4)

Subphase B:

- Cultural Resources and Archeological Paleontological Resources
 - o M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting – See *Parkmerced Project FEIR* section V.D.a (pages V.D.29-V.D.29a).
 - o M-CR-5: Paleontological Resources Monitoring and Mitigation Program – See *Parkmerced Project FEIR* section V.D.b (pages V.D.50-V.D.51).
- Transportation

- o Lake Merced Boulevard and Acevedo Avenue, intersection improvements – See *Parkmerced Transportation Plan* section 3.3 (page 27).
- o Lake Merced Boulevard and Vidal Drive, intersection improvements – See *Parkmerced Transportation Plan* section 3.3 (page 27).
- o Brotherhood Way and Chumasero Drive, intersection improvements – See *Parkmerced Transportation Plan* section 3.3 (page 27).
- o M-TR-1: Parking Construction Traffic Management Program – See *Parkmerced FEIR* section V.E (pages V.E.52-V.E.53).
- o Parking Management – See *Parkmerced Transportation Plan* section 4.1.8 (pages 46-48).
- o Discounted Transit Passes for new units – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
- o Pedestrian safety improvements in design of each new or altered street – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- Neighborhood Infrastructure
 - o Bicycle Lanes/Paths and improvements adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
 - o A Neighborhood Common on Block 22 – See *Parkmerced Design Standards + Guidelines* section 02.24 (pages 62-63).
 - o Public realm improvements, including sidewalks, alley ways, pedestrian paseos and street trees, adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* Chapter 02 (pages 12-77).
 - o Bicycle Library adjacent to Block 20 and within Block 22 – See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 132-133).
 - o Tower Area Open Space adjacent to new towers on proposed blocks 20 and 22 – See *Parkmerced Design Standards + Guidelines* section 02.26 (pages 66-67).
 - o Car share parking space within block 22– See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137)
 - o Parking for bicycles and car share vehicles in each new parking structure on Blocks 20 and 22– See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137).
- Sustainability Infrastructure
 - o Recycled Water Infrastructure to and within each new building and in the adjacent improved streets, as shown on the attached Proposed Recycled

Water System diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.1).

- o Auxiliary Water Infrastructure to each new building and in the adjacent improved streets as shown on the attached Proposed Auxiliary Water System Diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.4)

Subphase C:

- Cultural Resources and Archeological Paleontological Resources
 - o M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting – See *Parkmerced Project FEIR* section V.D.a (pages V.D.29-V.D.29a).
 - o M-CR-5: Paleontological Resources Monitoring and Mitigation Program – See *Parkmerced Project FEIR* section V.D.b (pages V.D.50-V.D.51).
- Transportation
 - o M-TR-1: Parking Construction Traffic Management Program – See *Parkmerced FEIR* section V.E (pages V.E.52-V.E.53).
 - o Parking Management – See *Parkmerced Transportation Plan* section 4.1.8 (pages 46-48).
 - o Discounted Transit Passes – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
 - o Pedestrian safety improvements in design of each new or altered street – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- Neighborhood Infrastructure
 - o Bicycle Lanes/Paths and improvements adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
 - o Public realm improvements, including sidewalks, alley ways, pedestrian paseos and street trees, adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* Chapter 02 (pages 12-77).
 - o Courtyards adjacent to new buildings on Blocks 3W and 4– See *Parkmerced Design Standards + Guidelines* section 02.27 (pages 68-69).
 - o Parking for bicycles and car share vehicles in the new parking structure on Block 3W – See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137).
- Sustainability Infrastructure

- o Bioswales adjacent to each new building as shown on the attached Proposed Storm Drain System diagram – See *Parkmerced Infrastructure Report* section 6 (pages 15-16).
- o Recycled Water Infrastructure to and within each new building and in the adjacent improved streets, as shown on the attached Proposed Recycled Water System diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.1).
- o Auxiliary Water Infrastructure to each new building and in the adjacent improved streets as shown on the attached Proposed Auxiliary Water System Diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.4)

Subphase D:

- Cultural Resources and Archeological Paleontological Resources
 - o M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting – See *Parkmerced Project FEIR* section V.D.a (pages V.D.29-V.D.29a).
 - o M-CR-5: Paleontological Resources Monitoring and Mitigation Program – See *Parkmerced Project FEIR* section V.D.b (pages V.D.50-V.D.51).
- Transportation
 - o Junipero Serra Boulevard and Brotherhood Way interchange improvements. Add a third travel lane on westbound Brotherhood Way from the northbound Junipero Serra Boulevard off-ramp to Chumasero Drive. See *Fehr & Peers* MMRP section M-TR-9 (page 12) and *Parkmerced Transportation Plan* section 3.3 (page 27).
 - o Junipero Serra Boulevard and Font Boulevard (Chumasero Drive extension to Junipero Serra Boulevard and Font Boulevard realignment), intersection improvements – See *Parkmerced Transportation Plan* section 3.3 (page 26).
 - o Lake Merced Boulevard at Font Boulevard and State Drive, CEQA Mitigation Measures – See *Fehr & Peers* MMRP section M-TR-22B (page 15).
 - o Initiate Transportation Coordinator – See *Parkmerced Transportation Plan* section 4.1.5 (pages 38-40).
 - o Initiate Carpool/Vanpool elements, – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
 - o M-TR-1: Parking Construction Traffic Management Program – See *Parkmerced FEIR* section V.E (pages V.E.52-V.E.53).

- o Parking Management – See *Parkmerced Transportation Plan* section 4.1.8 (pages 46-48).
- o Discounted Transit Passes – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
- o Pedestrian safety improvements in design of each new or altered street – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- Neighborhood Infrastructure
 - o Bicycle Lanes/Paths and improvements adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
 - o Public realm improvements, including sidewalks, alley ways, pedestrian paseos and street trees, adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* Chapter 02 (pages 12-77).
 - o Bicycle Library adjacent to Block 21S Neighborhood Common– See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 132-133).
 - o Tower Area Open Space adjacent to new towers on proposed Block 21S – See *Parkmerced Design Standards + Guidelines* section 02.26 (pages 66-67).
 - o Parking for bicycles and car share vehicles in each new parking structure – See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137).
- Sustainability Infrastructure
 - o Recycled Water Infrastructure to and within each new building and in the adjacent improved streets, as shown on the attached Proposed Recycled Water System diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.1).
 - o Auxiliary Water Infrastructure to each new building and in the adjacent improved streets as shown on the attached Proposed Auxiliary Water System Diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.4)

Cogeneration System

At this time, an In-Lieu fee for a Cogeneration System will likely be paid in the amount of \$2,416,266.00 (See *Parkmerced Development Agreement* (2011) Appendix Q for fee calculation methodology).

Solar Panels

Decision will be made as MEP engineers complete design, but will be either satisfied by providing on-site or through payment of an in-lieu fee in the amount of \$9,527,694 based on the construction of 1,446 net new units.

Replacement Neighborhood Commons—Requested Finding of Consistency with Proportionality, Priority, and Proximity requirement

In lieu of constructing the complete 15,000 square foot Neighborhood Commons adjacent to Block 21S anticipated by the Phasing Plan, the project sponsor proposes to construct (i) construct approximately 65% of the area of that required Neighborhood Commons on Block 21, and (ii) an additional approximately 15,000 square foot Neighborhood Commons on Block 22. Adjacent to the Neighborhood Commons on Block 22, we would construct a non-retail active use on the ground floor of the residential building to be constructed on Block 22 as part of Subphase 1B. Because this area is zoned PM-R we would be proposing a non-retail active ground floor use such as a community kitchen or business center. The project sponsor cannot feasibly construct the total Block 21 Neighborhood Commons, as construction of the western portion of that Neighborhood Commons would require demolition of a portion of Block 21N. It further conflicts with our private financing requirements. The project sponsor would construct as much of the Block 21 Neighborhood Commons as feasible (approximately 65% of the lot area of the commons), and, in order to provide open space in excess of that required by the Phasing Plan (one Neighborhood Commons is required per each 1,000 net new units), would provide an additional, approximately 15,000 square foot Neighborhood Commons on Block 22. Construction of the Block 22 Neighborhood Commons would be a voluntary Community Improvement, as the DS&G do not anticipate nor require the construction of a Neighborhood Commons at this location. We respectfully request that the Planning Director determine that the provision of a Neighborhood Commons on Block 22 meets the Proportionality, Priority, and Proximity requirement of Section 3.4.2 of the Development Agreement and the requirements of the Phasing Plan. The entirety of the Block 21 Neighborhood Commons would be completed upon construction of new residential buildings on Block 21N.

APPLICANT'S AFFIDAVIT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

Under penalty of perjury the following declarations are made:

- (a) The undersigned is the owner or authorized agent of the owner of this property.
- (b) The information presented is true and correct to the best of my knowledge.
- (c) I understand that other information or applications may be required.

Signed: 

(Applicant)

Date: 4/10/2015

Name (print): SETH MAHEU

Owner / Authorized Agent (circle one)

PARKMERCED

Phase 1 Development Phase Application (REVISED)
April 10, 2015

Overview

		Residential Summary - Unit Counts (Approximate)								5%	15%	Non-Residential Summary (Approximate)					Parking (Approximate)		
		Units Per Phase				Cumulative Units						in square feet					Section Moved to New Table/Tab		
Phase	Subphase	New Units Constructed	Existing Units Demolished	Replacement Units	Total Net New Units	Existing Units Remaining	Net New Units Constructed per Subphase	Cumulative New Units Constructed per Subphase	Total Units On-Site	If at 5% of net new BMR Units Provided	If at 15% of net new BMR Units Provided	Commercial	Maintenance	Retail	Recreation	School		Blocks Affected (Existing Parkmerced Blocks)	Blocks Affected (Proposed Parkmerced Blocks)
Existing at Start of Phase I		0	-	0	0	3,221	0	3,221			0	10,775	28,343	-	-	3,949			
1	A	390	-	56	334	3,221	390	390	3,611	17	51	-	-	-	-	-		Pure Soft Sites adjacent to (E) block 39, 40, 47, 27	0106
1	B	567	-	0	567	3,221	567	957	4,178	29	86	-	-	-	-	-		Felix Garage, Galindo Garage	2022
1	C	333	(38)	66	267	3,183	295	1,252	4,473	14	41	-	(28,343)	-	-	-		34, 37W	03-W04
1	D	378	(18)	100	278	3,165	360	1,612	4,833	14	42	-		3,500	-	-		19	21-S
Phase Total:		1,668	(56)	222	1,446	3,165	1,612	1,612	4,833	74	220	10,775	0	3,500	0	3,949			

Transportation Improvements: Community Improvements and CEQA Mitigation Measures

Phase	Subphase	Trip Generation Calculation by Subphase					Entire Project Net Cumulative Trip Gen	Community Improvements: Intersections		Community Improvements: TDM		CEQA Mitigation Measures	
		0.3537 Residential Trip Gen	0.0038 Commercial Trip Gen	0.0032 Retail Trip Gen	0.0008 Recreation Trip Gen	0.0016 School Trip Gen		TOTAL Trip Gen	Cumulative Trip	Item	Location	Cumulative Trip Gen Trigger	
Existing at Start of Phase I													
1	A	118	-	-	-	-	118	118	DS&G - 02.39: New intersection/access point #1 on Lake Merced Boulevard (Vidal Drive)	965	TP 4.1.1: BART Shuttle TP 4.1.8: Parking Management	M-CR-1: Documentation and Interpretation for HABS and HAER Survey M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting M-CR-5: Paleontological Resources Monitoring and Mitigation Program M-TR-1: Parkmerced Construction Traffic Management Program	
									NA				
1	B	201	-	-	-	-	201	319	DS&G - 02.39: New intersection/access point #2 on Lake Merced Boulevard (Acevedo Avenue)	2,343			
									DS&G - 02.37: Brotherhood Way and Chumasero Drive	372			
1	C	94	-	-	-	-	94	413	DS&G - 02.39: Lake Merced Boulevard and Higuera Avenue	213			
									DS&G - 02.39: New intersection/access point #3 on Lake Merced Boulevard (Vidal Drive (future Gonzalez Drive realignment))	3,101			
1	D	98	-	11	-	-	110	523	DS&G - 02.35: Chumasero Drive and Junipero Serra Boulevard	372	TP 4.1.5: TDM Website TP 4.1.5: Transportation Coordinator TP 4.1.5: Carpool/Vanpool Services TP 4.1.5: Discounted Transit Passes TP 4.1.4, .6, .9: All other elements of TDM Program	F&P M-TR-22B: Lake Merced Boulevard at Font Boulevard and State Drive F&P M-TR-9: Junipero Serra Boulevard and Brotherhood Way Interchange	465 755
Total		511	0	11	0	0	523	523					

Community Improvements: Neighborhood Infrastructure and Sustainability Plan Measures

Neighborhood Infrastructure		Total Required In Phase	# Provided In Phase	Provided by Subphase				Value in Units for Provided	Net New Units per Req'd Benefit	Requirements
				A	B	C	D			
Neighborhood Commons (six neighborhood parks)		1	1	-	-	-	1.50	1,500	1,000	One on-line with every net new 1000 units completed; All six (6) must be completed prior to completion of 5,500 net new units.
Open Space - Tower Areas		per plan	per plan	Yes	Yes	NA	NA	-	n/a	To be completed in conjunction with construction of adjacent block. (See Narrative and Figure 7)
Open Space - Courtyard		per plan	per plan	NA	NA	Yes	NA	-	n/a	To be completed in conjunction with construction of adjacent block. (See Narrative and Figure 7)
Bike Lanes/Paths & Improvements		per plan	per plan	Yes	Yes	Yes	Yes	-	n/a	Installed with the adjacent roadway construction (See Narrative)
Sustainability Plan Measures		Included in Phase	Counts Provided In Phase (approx)	Provided by Subphase				Units of Measurement	Net New Units per Req'd Benefit	Requirements
				A	B	C	D			
Bio-swales		Yes	2,700	1,850	-	850	-	LF	n/a	Must be constructed and completed prior to the issuance of the first Certificate of Occupancy for each adjacent building and if the adjacent roadway is necessary to serve that building
Bio-swale connection to Lake Merced		No	-					Unit	n/a	To be completed with Lake Merced and Brotherhood Way Intersection Improvement
Recycled Water infrastructure		Yes to (n) bdgs	7,300	4,000	2,200	1,100	-	LF	n/a	To be completed with associated utility work to all buildings and with the build-out of the development
Cogeneration Systems		TBD between installation or fee	\$ 2,416,266.00					Dollars	1,000	On-line for every 1,000 units completed - contemplating either installation of block based systems or payment of in-lieu fee at \$1671/Per Net New Residential Unit
Solar Panels (on-site or off-site)		In-lieu payment	\$ 9,527,694.00					Dollars	1,000	Proportionate share completed with every 1,000 net new units constructed

PARKMERCED

Phase 1 Development Phase Application (Revised)
January 23, 2015

1 Parking Space in SF = 355

Overview

Phase		Subphase		Parking (Approximate)													
				Existing Parking				New Parking: By Phase		Net New: By Phase		Totals: Cumulative			Parking Ratio Restriction		
				Existing Parking	Existing Parking	Existing Parking	Existing Parking	Approx. New	Approx. New	Approx. Net new	Approx. Net New	Carshare Portion	Total Parking	Total Parking	Total Units On-	Total Parking	Number of
				Remaining (SF)	(Spaces)	Demolished (SF)	Demolished (Spaces)	Parking (SF)	Parking (Spaces)	(SF)	(Spaces)	of New Parking (Based on Units)	On-Site (SF)	On-Site (Spaces)	Site	On-Site (Spaces)	Parking Ratio
Existing at Start of Phase I				1,185,345	3,339				-								
1	A	1,185,345	3,339	-	-	160,815	453	160,815	453	2	1,346,160	3,792	3611	3,792	1.05	181	
1	B	922,645	2,599	(262,700)	(740)	167,915	473	(94,785)	(267)	5	1,251,375	3,525	4178	3,525	0.84	(653)	
1	C	909,510	2,562	(13,135)	(37)	219,512	618	206,377	581	7	1,457,630	4,106	4473	4,106	0.92	(367)	
1	D	909,510	2,562	-	-	23,547	66	23,547	66	9	1,481,060	4,172	4833	4,172	0.86	(661)	
Phase Total:				2,562	(275,835)	(777)	571,789	1,611									

*Note: The 181 Parking Spaces in excess of the up to 1:1 parking ratio during Subphase A will be cordoned off and brought on line as new units are constructed during subsequent subphases.

*See Note

Parkmerced

San Francisco, California

Phasing Plan
August 27, 2014

Each Community Improvement or CEQA mitigation measure listed in this Phasing Plan must be constructed and/or implemented in accordance with the guidelines set forth below. Detailed descriptions of each Community Improvement or CEQA mitigation measure are available in the following documents as indicated: (i) Parkmerced Design Standards & Guidelines ("DS&G"); (ii) Parkmerced Sustainability Plan ("Sust"); (iii) Parkmerced Infrastructure Plan ("Infra"); (iv) Parkmerced Transportation Plan ("TP"); (v) Fehr & Peers Mitigation Measure Proposed Designs ("F&P"); or (vi) Parkmerced Environmental Impact Report ("EIR").

TRANSPORTATION

Transportation Infrastructure: The relevant triggers are expressed in Net New PM Peak Auto Trips, which (as described in the Trip Generation Calculation table) approximates the level of development at the Project Site.

- Community Improvements ([CI]) - Must be constructed during the development sub-phase in which the "Required Implementation Trigger in Net New PM Auto Trips" is reached.
- CEQA Mitigation Measures [TR] - Except as otherwise noted below for design-related measures, SFMTA will monitor and (if warranted) conduct a feasibility study when the "Required Implementation Trigger in Net New PM Auto Trips" is reached. Developer will be required to construct or fund the CEQA Mitigation Measure if warranted by the study results.

Community Improvements and CEQA Mitigation Measures: Transportation Infrastructure		Required Implementation Trigger in Net New PM Peak Hour Trips	Notes
	Document Reference		
- [CI] Intersection improvements at Higuera Drive and Lake Merced Boulevard	DS&G - 02.39	213	
- [CI] Intersection improvements at Brotherhood Way and Chumasero Drive	DS&G - 02.37	372	
- [CI] Intersection improvements at Chumasero Drive and Junipero Serra Boulevard	DS&G - 02.35	372	
- [TR-22B]: Lake Merced Boulevard at Font Boulevard and State Drive	F&P M-TR-22B	465	
- [CI] Intersection improvements at Junipero Serra and Brotherhood Way Interchange	DS&G - 02.36	755	
- [TR-9]: Junipero Serra Boulevard and Brotherhood Way Interchange	F&P M-TR-9	755	Design measure - no monitoring/mitigation.
- [TR-2C]: Lake Merced Boulevard and Winston Drive	F&P M-TR-2C	930	
- [TR-2D]: Lake Merced and Font Boulevards	F&P M-TR-2D	930	
- [CI] New intersection/access point #1 on Lake Merced Boulevard	DS&G - 02.39	965	Could be Vidal, Acevedo or Gonzalez
- [CI] Intersection improvements at Lake Merced and Brotherhood Way	DS&G - 02.38	1,128	
- [TR-2E]: Lake Merced Boulevard and Brotherhood Way	F&P M-TR-2E	1,128	Design measure - no monitoring/mitigation.
- [TR-25B]: Lake Merced Boulevard from Sunset Boulevard to Winston Drive	F&P M-TR-25B	1,551	
- [TR-2B]: Sunset & Lake Merced Boulevards	F&P M-TR-2B	2,171	
- [TR-36C]: Brotherhood Way/Chumasero Drive	F&P M-TR-36C	2,171	
- [TR-36D]: Lake Merced Boulevard and John Muir Drive	F&P M-TR-36D	2,326	
- [CI] New intersection/access point #2 on Lake Merced Boulevard	DS&G - 02.39	2,343	Could be Vidal, Acevedo or Gonzalez
- [TR-36E]: Lake Merced and John Daly Boulevards	F&P M-TR-36E	2,946	
- [TR-36F]: Lake Merced Boulevard and Gonzalez Drive	F&P M-TR-36F	2,946	
- [CI] New intersection/access point #3 on Lake Merced Boulevard	DS&G - 02.39	3,101	Could be Vidal, Acevedo or Gonzalez
- [TR-23]: 19th Avenue from Winston Drive to Holloway Avenue	F&P M-TR-23	3,101	

Trip Generation Calculation (Full Build Out)			
Land Use	Proposed Net New Land Use	Effective PM Peak Hour Trip Generation Rate (Auto Trips Per Unit of Development)	Total Net New PM Peak Hour Trips
- Residential	5,679 Dwelling Units	0.35	2,008.41
- Retail	230 KSF	3.24	744.46
- Commercial	69 KSF	3.76	260.51
- Recreation	64 KSF	0.84	53.85
- Schools	21 KSF	1.60	33.77
TOTAL			3101.00

Transportation Demand Management; MUNI Realignment; and Payments: Each Community Improvement or CEQA mitigation measure must be implemented in accordance with the "Phasing Parameters."

Community Improvements: Transportation Demand Management		Document Reference	Phasing Parameters
- BART and Shopper Shuttle		TP 4.1.1	To be implemented during first development phase and expanded during subsequent development phases at a rate proportionate to demand as outline in the Transportation Plan
- Parking Management		TP 4.1.8	To be implemented during each development phase at a rate proportionate to construction.
- Transportation Coordinator + Activities		TP 4.1.5	Transportation Coordinator to be implemented during first development phase; Transportation Coordinator's activities to be implemented/expanded at a rate proportionate to construction.
- Discounted Transit Passes		TP 4.1.5	To be available to each household occupying a net new unit and to each new household occupying a Replacement Unit (excluding Relocating Tenants).
- Carpool/Vanpool Services		TP 4.1.5	To be implemented during first development phase and expanded during subsequent development phases at a rate proportionate to construction.
- Bike Share Program and Parking		TP - 4.1.6	Program to be implemented and seven (7) locations to be completed prior to completion of 3,000 net new units; one (1) additional location to be completed prior to completion of each additional 750 net new units.
- All other elements of TDM Program		TP 4.1.4, 4.1.6 (cars only), 4.1.9	To be implemented at a rate proportionate to construction.

Community Improvements and CEQA Mitigation Measure: MUNI Realignment	Document Reference	Phasing Parameters
<i>Phasing for the MUNI M Oceanview realignment, including the improvements listed below, has not been established. Refer to the Article 3 of the Development Agreement for further information regarding implementation.</i>		
- Realign MUNI M Oceanview into Parkmerced and provide left turn in Crespi Drive	TP 3.4	To be implemented per Development Agreement.
- Intersection Improvements at 19th and Holloway Avenues	DS&G - 02.33	To be completed in conjunction with MUNI realignment.
- Open Space - Transit Plaza	DS&G - 02.18	To be completed in conjunction with MUNI realignment.
- TR-2A: 19th & Crespi Drive	F&P M-TR-2A	To be completed with construction of proposed intersection improvement
- Intersection Improvements at 19th Avenue and Junipero Serra Boulevard	DS&G - 02.34	To be completed in conjunction with MUNI realignment.
- Intersection Improvements at 19th Avenue and Crespi Drive	DS&G - 02.33	To be completed in conjunction with MUNI realignment, following intersection improvements at 19th/Holloway and 19th/Junipero Serra.
- Provide 4th Southbound Lane and Landscaping on 19th Avenue between Holloway and Junipero Serra	TP 3.3, DS&G 02.33	To be completed following completion of MUNI realignment.

CEQA Mitigation Measures: Payments	Document Reference	Phasing Parameters
- TR-21A: Fund purchase of one (1) light rail vehicle for M Oceanview line.	EIR	To be completed prior to operation of the realigned MUNI M Oceanview line; not required if M-TR-21B implemented.
- TR-21B: Fund study and installation of Transit Signal Priority treatments on M Oceanview line.	EIR	To be completed prior to operation of the realigned MUNI M Oceanview line; not required if M-TR-21A implemented.
- TR-22-C: Contribute to purchase and operation of transit vehicles for 18 46th Avenue line.	EIR	One bus to be purchased when Net New PM Peak Hour Auto Trips reach 965. Second bus to be purchased when Net New PM Peak Hour Auto Trips reach 2,270
- TR-25-C: Contribute to purchase and operation of transit vehicles for 29 Sunset line.	EIR	Two buses (28 & 28L) to be purchased when Net New PM Peak Hour Auto Trips reach 2,950.
- TR-44: Fund "fair share" contribution toward provision of additional transit vehicles for 28 19th Avenue and 28L 19th Avenue Limit	EIR	Implementation to be coordinated with SFMTA.

NON-TRANSPORTATION

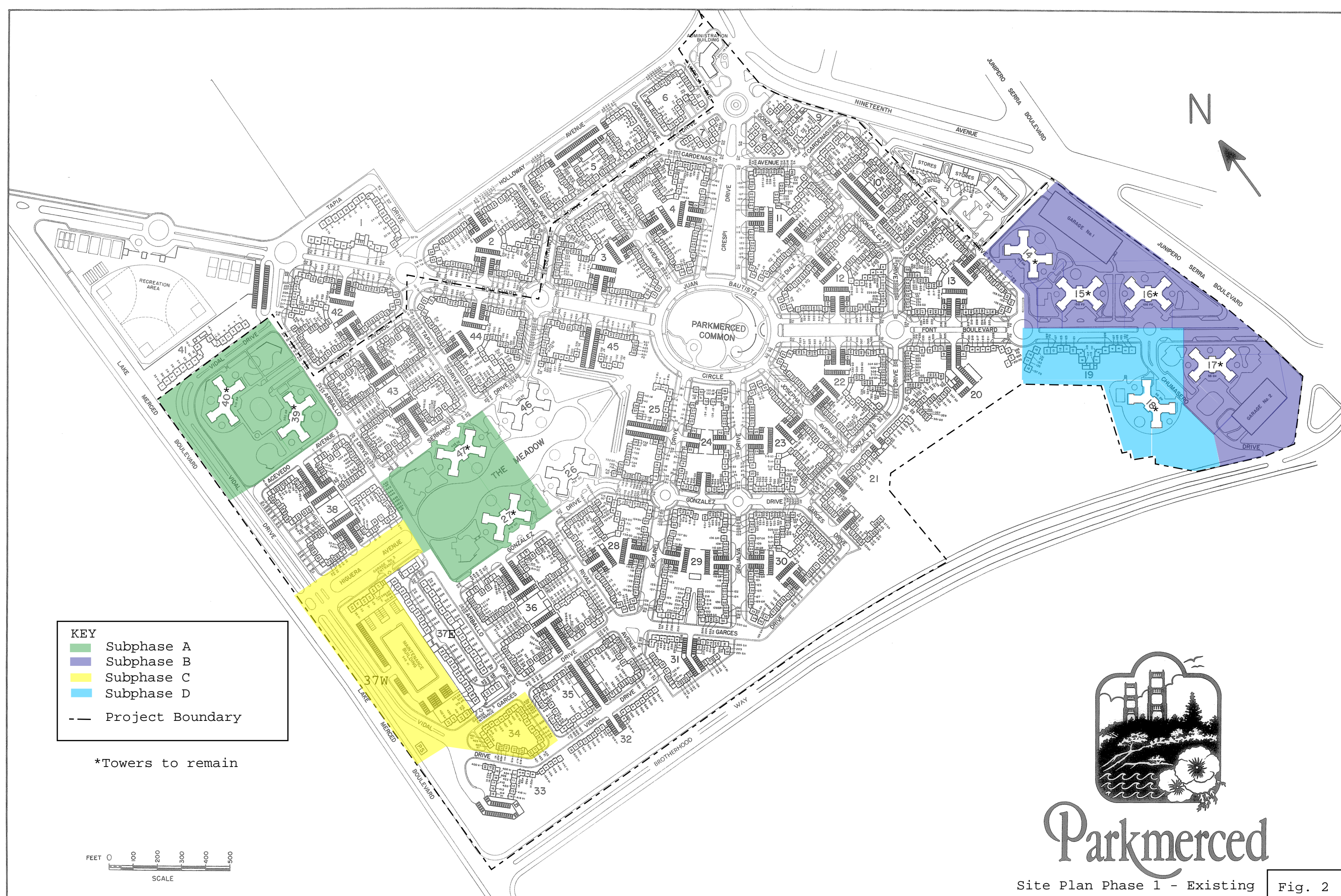
All Non-Transportation: Each Community Improvement or CEQA mitigation measure must be implemented in accordance with the "Phasing Parameters."

Community Improvements: Neighborhood Infrastructure	Document Reference	Quantity to be Provided On-Site	Phasing Parameters
- Bicycle improvements (wayfinding, bicycle parking)	TP 4.1.3, 4.1.6 (bikes only), 4.1.7	per plan	To be constructed in conjunction with adjacent building construction and completed prior to First Certificate of Occupancy.
- Recreation Center	DS&G - App A Blk 23	1	To be completed prior to completion of 3,500 net new units.
- School Facility	DS&G - App A Blk 13	1	To be constructed prior to demolition of the existing Montessori School.
- Bike Lanes/Paths	DS&G - 02.05 thru 02.16	per plan	To be completed in conjunction with construction of adjacent street.
- Open Space - Juan Bautista Circle/Pond	DS&G - 02.19	1	To be completed prior to completion of 3,000 net new units.
- Open Space - Stream Corridor	DS&G - 02.20	1	To be completed prior to completion of 5,500 net new units.
- Open Space - Organic Farm	DS&G - 02.21	1	To be completed prior to completion of 3,000 net new units.
- Open Space - Sports Fields	DS&G - 02.22	1	To be completed prior to completion of 3,500 net new units.
- Open Space - Belvedere Gardens	DS&G - 02.23	1	To be completed prior to completion of 5,500 net new units.
- Open Space - Neighborhood Commons	DS&G - 02.24	6	One (1) to be completed prior to completion of every 1,000 net new units; all six (6) must be completed prior to completion of 5,500 net new units.
- Open Space - Community Garden	DS&G - 02.25	1	To be completed in conjunction with construction of adjacent block.
- Open Space - Tower Areas	DS&G - 02.26	1	To be completed in conjunction with construction of adjacent building.
- Open Space - Courtyard	DS&G - 02.27	1	To be completed in conjunction with construction of adjacent building.

Community Improvements: Sustainability Plan Measures	Document Reference	Phasing Parameters
- Bioswales	Infra - Section 6	To be installed in adjacent roadway (if necessary to serve the building) prior to the issuance of the First Certificate of Occupancy for each new building.
- Stream Corridor	DS&G - 02.20	To be constructed and completed simultaneously with Organic Farm.
- Stormwater Outfall to Lake Merced	Infra - Appendix C	To be installed in conjunction with Lake Merced and Brotherhood Way Intersection Improvement.
- Recycled Water infrastructure (Street Infrastructure)	Infra-Sec 4, Fig 4.1	To be completed with associated utility work to all buildings and with the build-out of the development.
- Cogeneration Systems	Sust - EN.03	One (1) system to be installed prior to completion of every 1,000 net new units.
- Solar Panels (on-site or off-site)	Sust - EN.03	Proportionate share to be installed prior to completion of every every 1,000 net new units.

Baseline and/or Code Required Improvements	Document Reference	Phasing Parameters
- Public Realm (Sidewalks, Pedestrian Paths, Paseo, Alleyways, FF&E)	DS&G - Sec 02	To be installed in adjacent roadway (if necessary to serve the building) prior to the issuance of the First Certificate of Occupancy for each new building.
- Pedestrian Safety Improvements	DS&G - Sec 02	To be installed in adjacent roadway (if necessary to serve the building) prior to the issuance of the First Certificate of Occupancy for each new building.
- Street Trees	DS&G - 02.06	To be installed in adjacent roadway (if necessary to serve the building) prior to the issuance of the First Certificate of Occupancy for each new building.
- Non-potable water supply piping to new units	Sust - WA.02	To be completed prior to issuance of First Certificate of Occupancy for building in which located.
- Bicycle Parking	DS&G - 04.01 & TP 4.1.6	To be completed prior to issuance of First Certificate of Occupancy for building in which located.

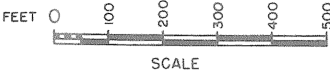
- Car Share Parking	DS&G - 04.01 & TP 4.1.6	To be completed prior to issuance of First Certificate of Occupancy for building in which located.
- Replacement Rent Controlled Units [not Code required]	Development Agreement	Certificate of Occupancy for Replacement Unit to be obtained prior to the demolition of any to-be-replaced rent-controlled unit. At no point will there be fewer than 3,221 rent-controlled/Replacement Units on-site.
- Affordable/BMR Units	Development Agreement	To be completed in accordance with Approved Phase Application.
CEQA Mitigation Measures		
	Document Reference	Phasing Parameters
- CR-1: Documentation and interpretation of Parkmerced complex.	EIR	To be commenced prior to demolition of first garden apartment. To be completed prior to completion of 3,000 net new units.



KEY

- Subphase A
- Subphase B
- Subphase C
- Subphase D
- Project Boundary

*Towers to remain



Parkmerced

Site Plan Phase 1 - Existing

Fig. 2

PARKMERCED

Development Phase Application 1 | To-Be-Replaced Units
13-Jan-15

EXHIBIT 3

Total To-Be-Replaced Units As Part of Phase 1 = 56

SUBPHASE A

Item	Existing Block	Number	Street	Subphase	Bedrooms	Bathrooms	Existing SF
<i>No existing units demolished during Subphase A</i>							

Per Table 4.3.4 of Parkmerced Development Agreement (6.11.14)

Average Size (SF) of Existing and Minimum Size of Replacement Units	Average In-Unit Storage Space (SF) of Existing and Minimum Size of Replacement Units
---	--

SUBPHASE B

Item	Existing Block	Number	Street	Subphase	Bedrooms	Bathrooms	Existing SF
<i>No existing units demolished during Subphase B</i>							

Average Size (SF) of Existing and Minimum Size of Replacement Units	Average In-Unit Storage Space (SF) of Existing and Minimum Size of Replacement Units
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SUBPHASE C

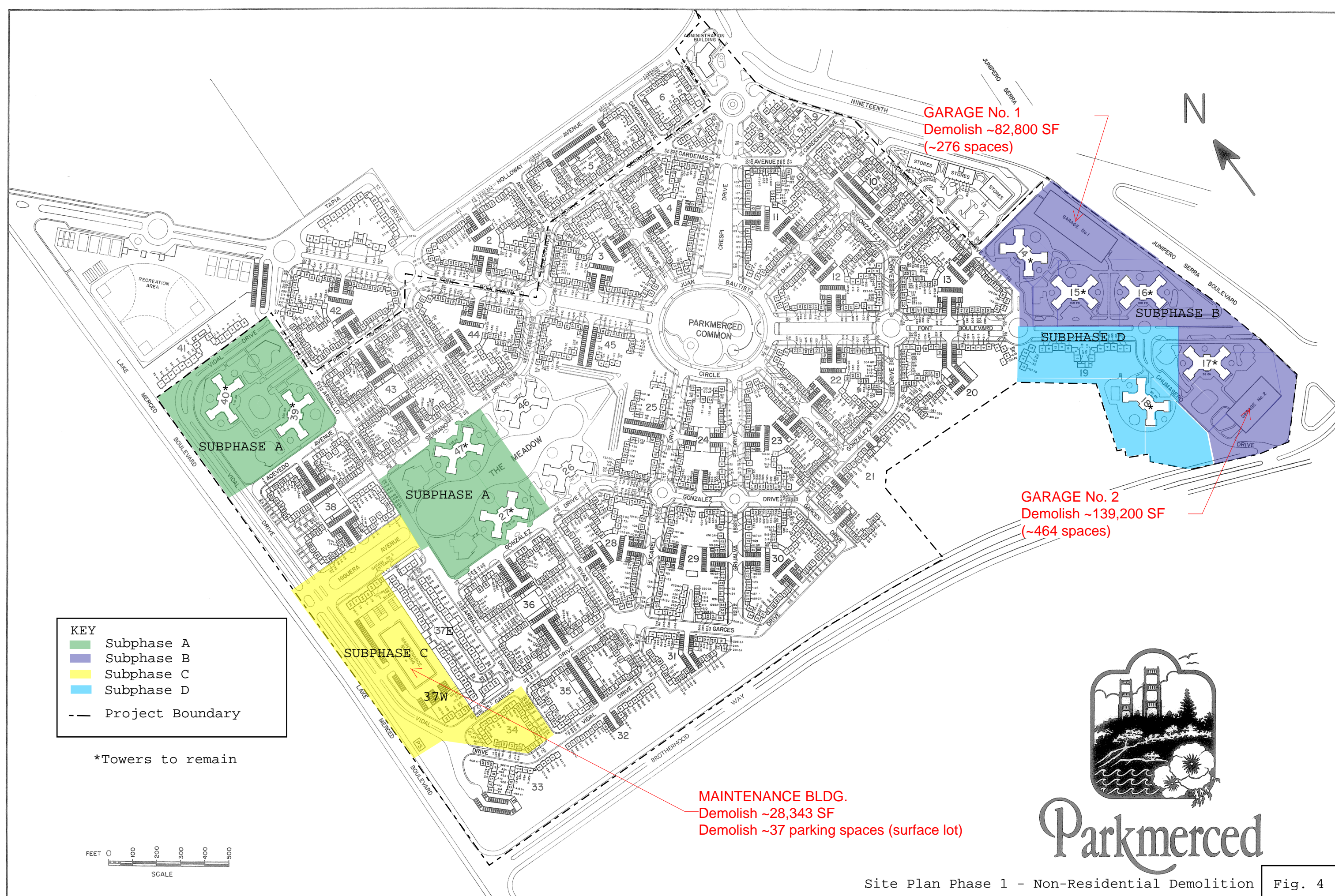
Item	Existing Block	Number	Street	Subphase	Bedrooms	Bathrooms	Existing SF
1	34	600	Arballo Drive	C	1	1	697
2	34	602	Arballo Drive	C	1	1	691
3	34	604	Arballo Drive	C	2	2	942
4	34	606	Arballo Drive	C	2	2	1,060
5	34	608	Arballo Drive	C	2	2	1,060
6	34	610	Arballo Drive	C	2	2	942
7	34	612	Arballo Drive	C	1	1	691
8	34	614	Arballo Drive	C	1	1	697
9	34	401	Garces Drive	C	2	2	1,081
10	34	403	Garces Drive	C	2	2	942
11	34	405	Garces Drive	C	2	2	920
12	34	407	Garces Drive	C	2	2	942
13	34	409	Garces Drive	C	2	2	942
14	34	411	Garces Drive	C	2	2	942
15	34	415	Garces Drive	C	1	1	691
16	37W	416	Garces Drive	C	3	2.5	1,401
17	34	417	Garces Drive	C	1	1	697
18	37W	418	Garces Drive	C	3	2.5	1,391
19	37W	420	Garces Drive	C	3	2.5	1,401
20	37W	422	Garces Drive	C	3	2.5	1,391
21	37W	23	Higuera Avenue	C	3	2.5	1,391
22	37W	27	Higuera Avenue	C	3	2.5	1,391
23	37W	29	Higuera Avenue	C	3	2.5	1,401
24	37W	31	Higuera Avenue	C	3	2.5	1,401
25	37W	33	Higuera Avenue	C	3	2.5	1,391
26	37W	35	Higuera Avenue	C	3	2.5	1,391
27	34	401	Vidal Drive	C	2	1	1,081
28	34	403	Vidal Drive	C	1	1	942

Average Size (SF) of Existing and Minimum Size of Replacement Units	Average In-Unit Storage Space (SF) of Existing and Minimum Size of Replacement Units
688	45
688	45
888	42
1,022	75
1,022	75
888	42
688	45
688	45
1,022	75
888	42
873	41
888	42
888	42
888	42
713	48
1,330	78
688	45
1,330	78
1,330	78
1,330	78
1,330	78
1,330	78
1,330	78
1,330	78
1,330	78
1,330	78
1,330	78
1,022	75
888	42

873	41
688	45
688	45
1,192	80
1,192	80
688	45
688	45
873	41
888	42
916	50

Item	Existing Block	Number	Street		Subphase	Bedrooms	Bathrooms	Existing SF
39	19	101	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
40	19	103	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
41	19	105	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
42	19	107	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
43	19	109	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
44	19	111	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,568
45	19	115	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
46	19	117	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
47	19	119	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,568
48	19	121	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
49	19	123	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
50	19	125	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
51	19	127	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
52	19	129	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
53	19	131	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
54	19	133	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
55	19	135	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391
56	19	137	Font Boulevard	San Francisco, CA 94132	D	3	2.5	1,391

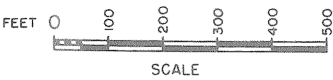
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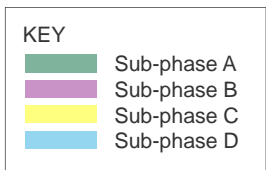
- Subphase A
- Subphase B
- Subphase C
- Subphase D
- Project Boundary

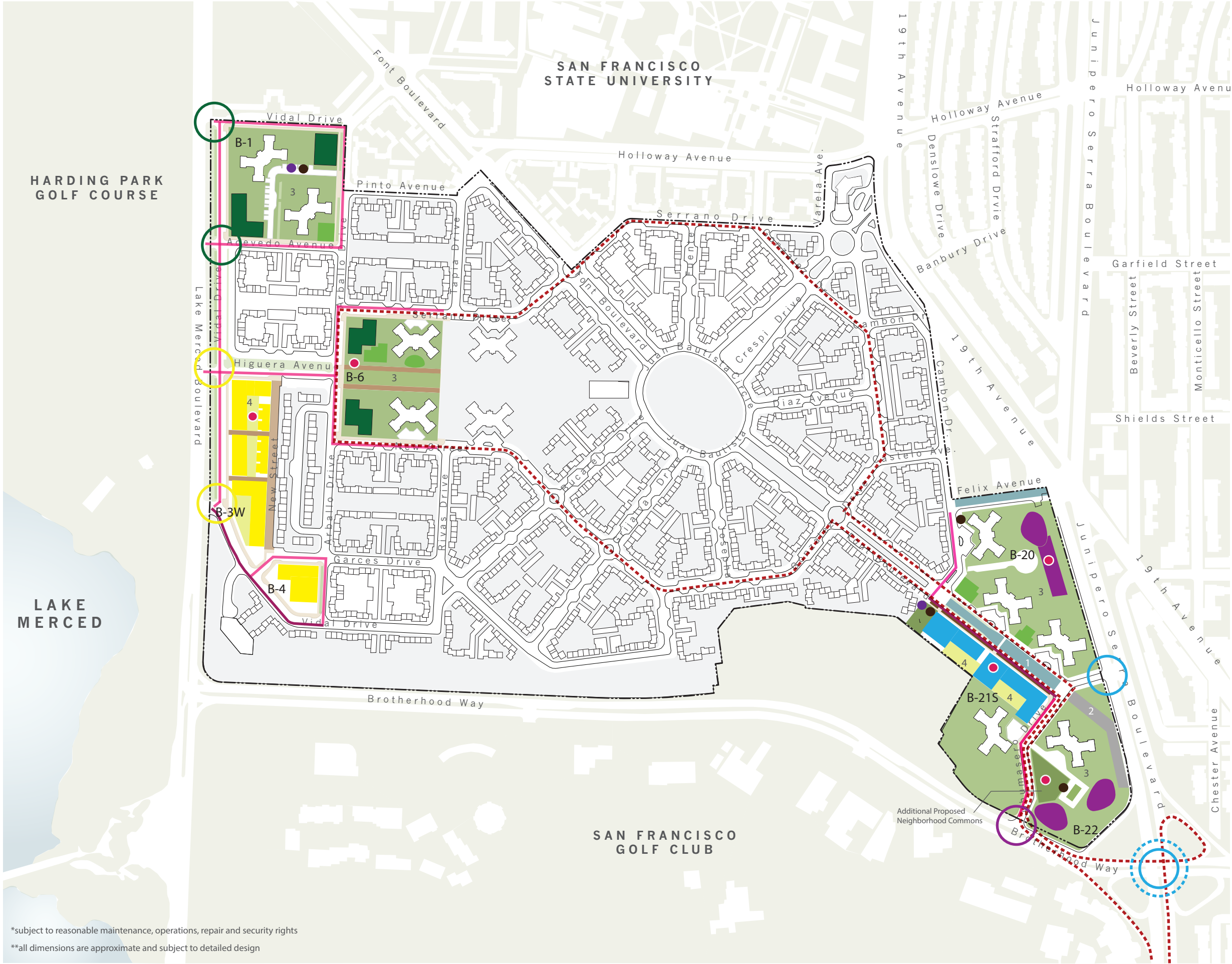
*Towers to remain



Site Plan Phase 1 - Non-Residential Demolition

Fig. 4





PUBLICLY OWNED COMMUNITY IMPROVEMENTS

Intersection Improvements

- Higuera Drive & Lake Merced Boulevard
- Brotherhood Way & Chumasero Drive
- Chumasero Drive and Junipero Serra Boulevard
- Junipero Serra and Brotherhood Way Interchange
- CEQA Mitigation Measure TR-9, see Environmental Impact Report

New Intersection Improvements

- Vidal Drive/LMB (pending SFSU vacation)
- Avevedo Avenue/LMB
- Higuera Avenue/LMB
- Vidal(Future Gonzales)/LMB

1

Vacated ROW for Future Realignment of Muni M Oceanview

2

Easement for Future Realignment of Muni M Oceanview

Class I Bike Path (TBD If)

Class II Bike Lane (TBD If)

Class III Bike Route (TBD If)

Sidewalks (TBD If)

Bioswales (TBD If)

Sidewalks and Gonzalez Pedestrian Path (TBD If)

not shown

Street Trees (quantity, placement, spacing per DS&G)

not shown

Pedestrian Safety Improvements

PRIVATELY OWNED COMMUNITY IMPROVEMENTS

Full Public Access

Paseos, Alley Ways and Plazas (TBD sf)

3

Open Space - Tower Area (TBD sf)

Open Space - Neighborhood Commons (approx. 17,524 sf)

Block 21 S = approx. 13,747 sf (65% interim condition)

Block 22 = approx. 15,000 sf (additional, per DS&G)

Open Space - Community Gardens (approx. 24,338 sf)

Block 1 = approx. 6,046 sf

Block 6 = approx. 4,991 sf

Block 6 = approx. 2,389 sf

Block 20 = approx. 6,161 sf

Block 20 = approx. 4,301 sf

4

Partial Public Access

Open Space - Courtyards (TBD sf)

not shown

BART Shuttle

not shown

Transportation Coordinator

not shown

Discounted Transit Passes

not shown

Carpool/ Vanpool Services

Carshare Program and Parking

Carshare Parking (within Parking Garages, per Code)

Bicycle Library (4 pods)

not shown

Other

not shown

Parking Management Program

not shown

Other Elements of Transportation Demand Mgmt

Phase 1 Sub-phases

Sub-phase A - Blocks 1, 6

Sub-phase B - Blocks 20, 22

Sub-phase C - Blocks 3W, 4

Sub-phase D - Block 21S

Project Boundary

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0

50'

100'

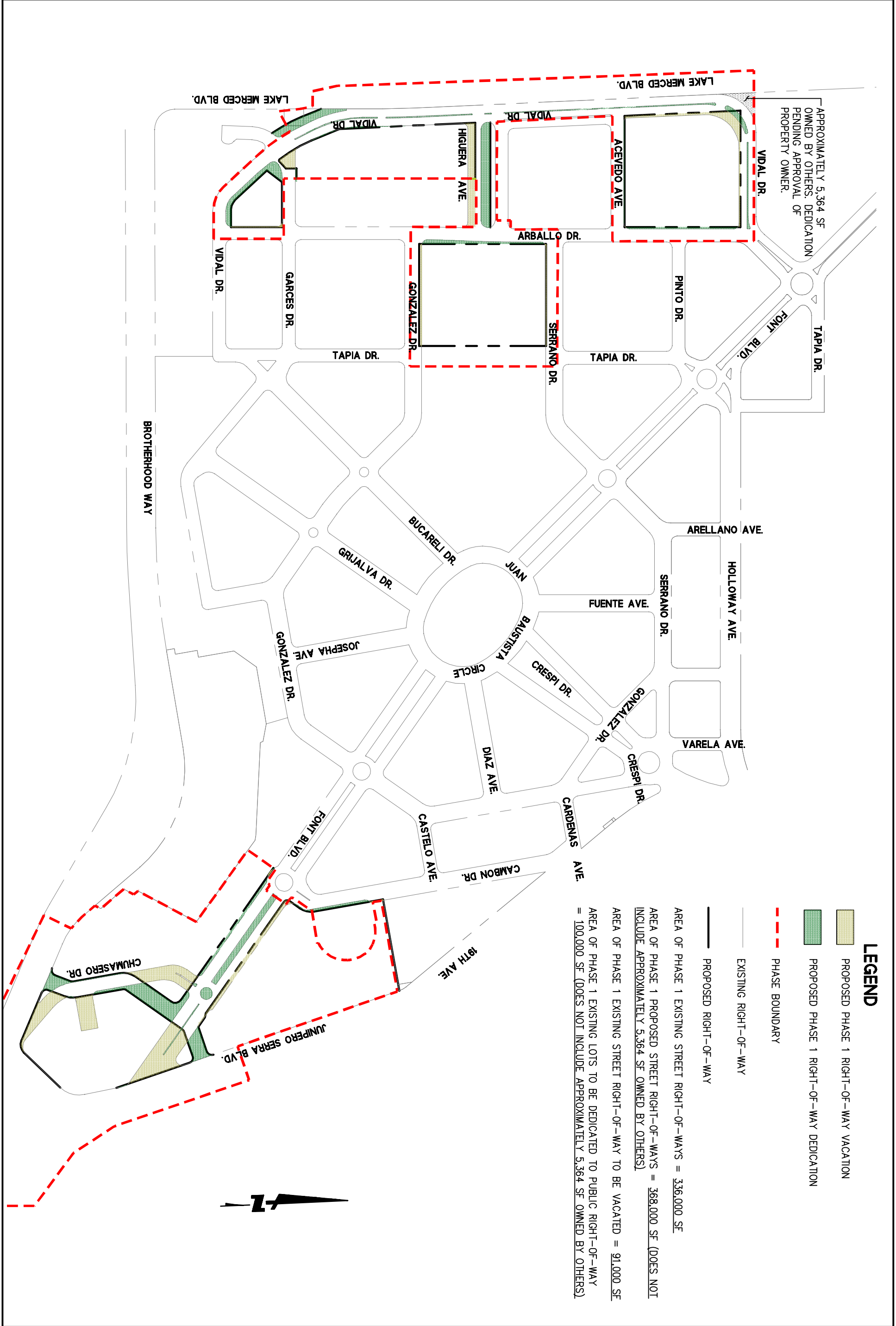
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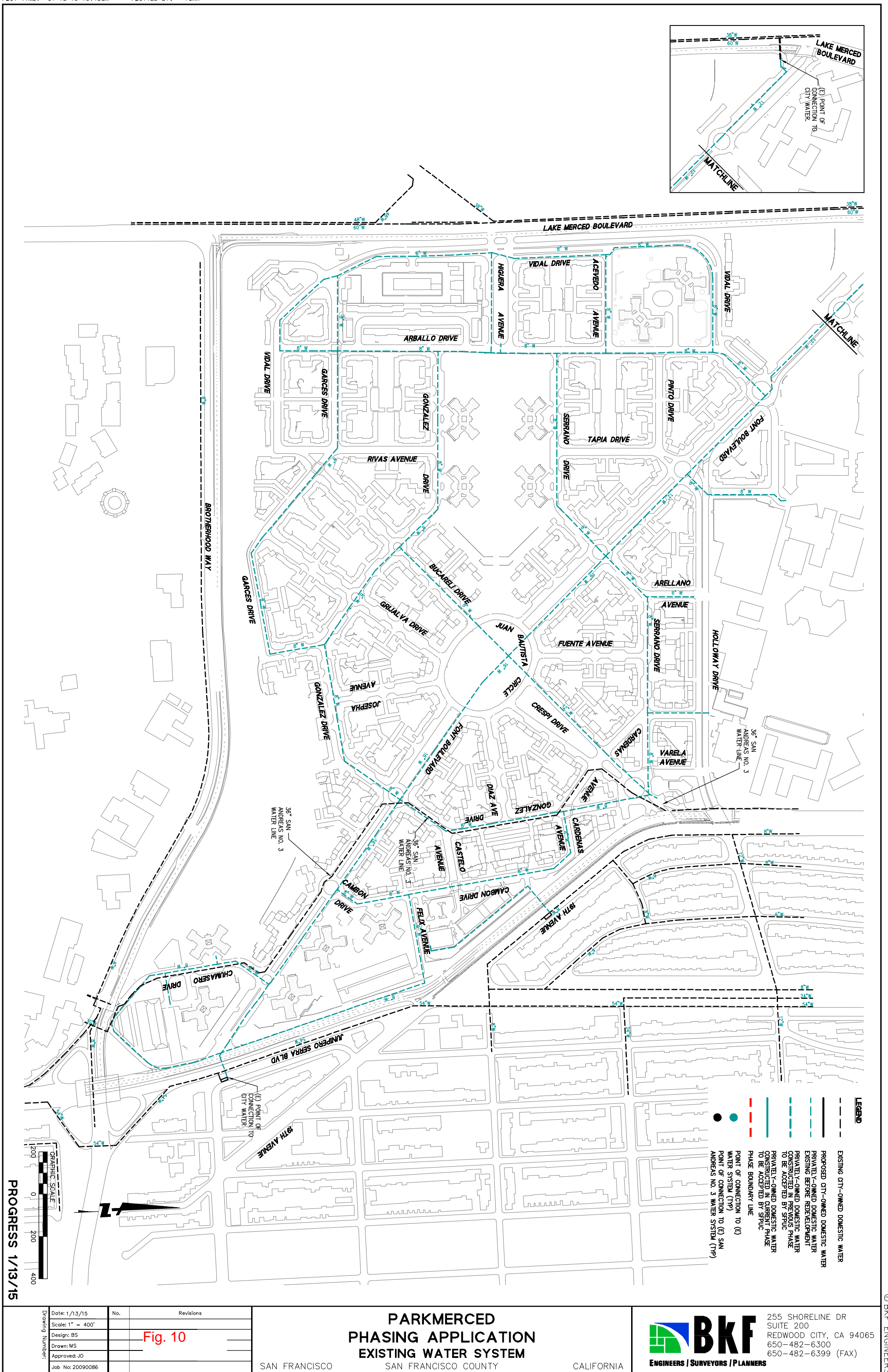
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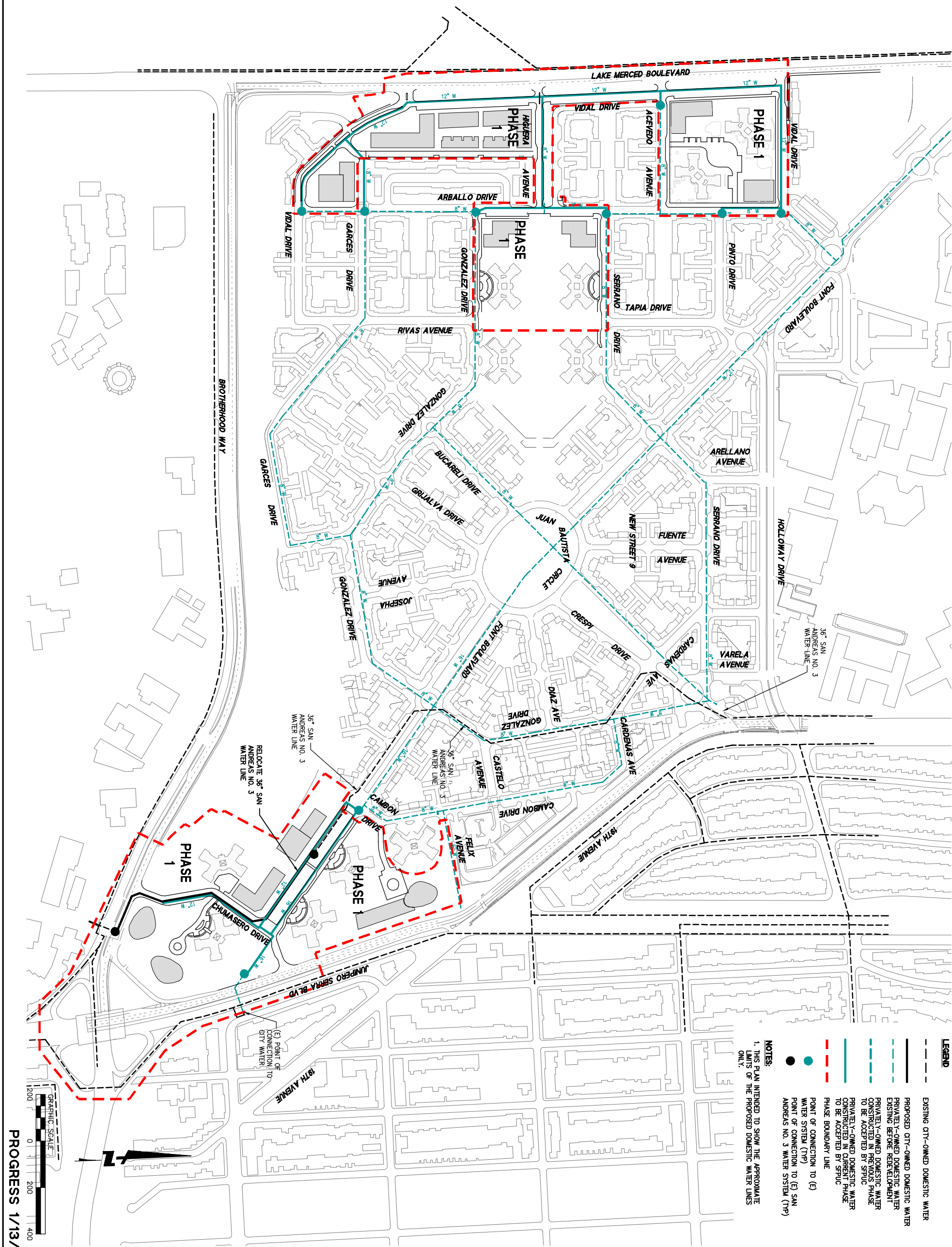
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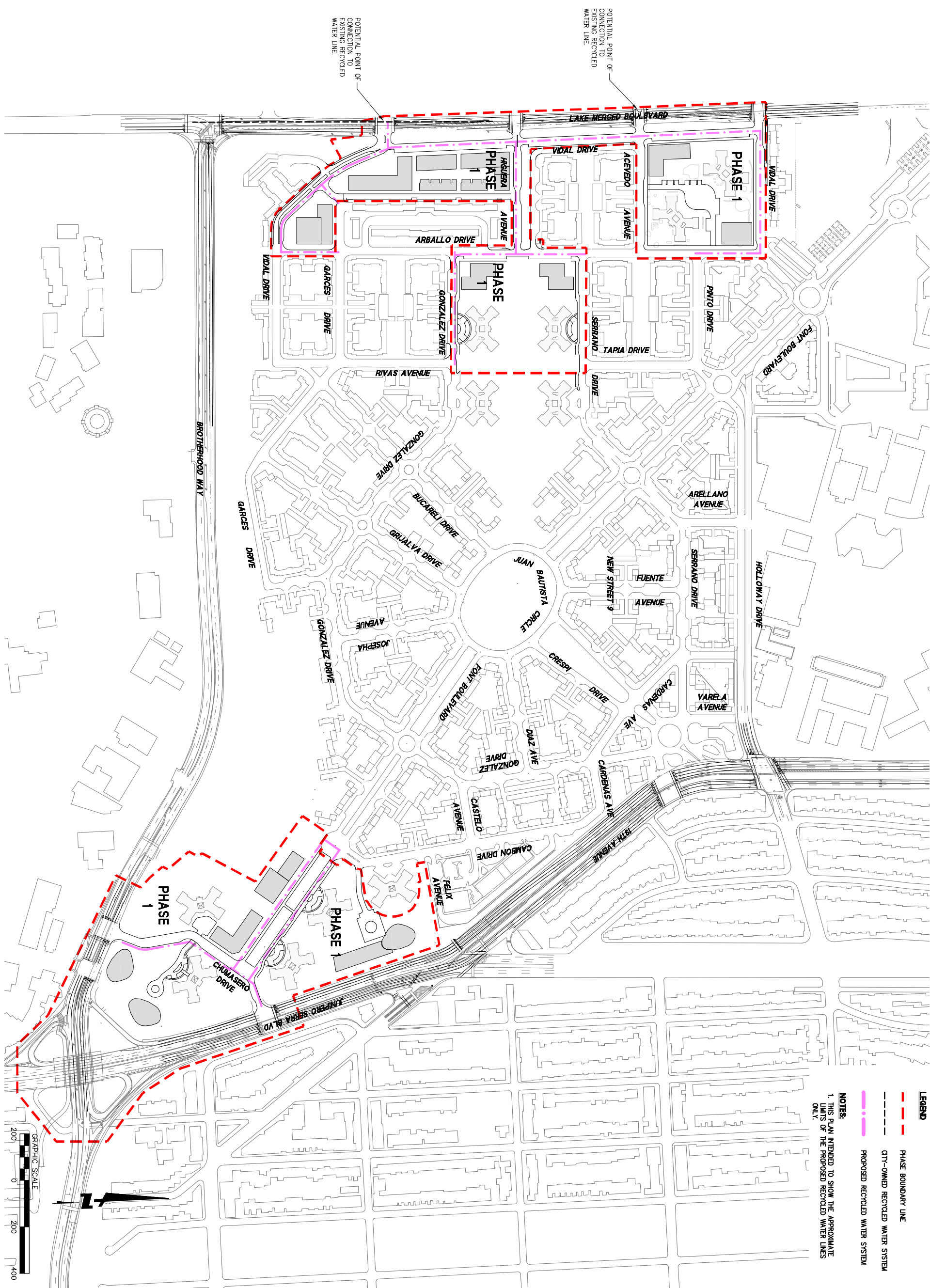
PROPOSED PLAN • PHASE 1 COMMUNITY IMPROVEMENTS DIAGRAM

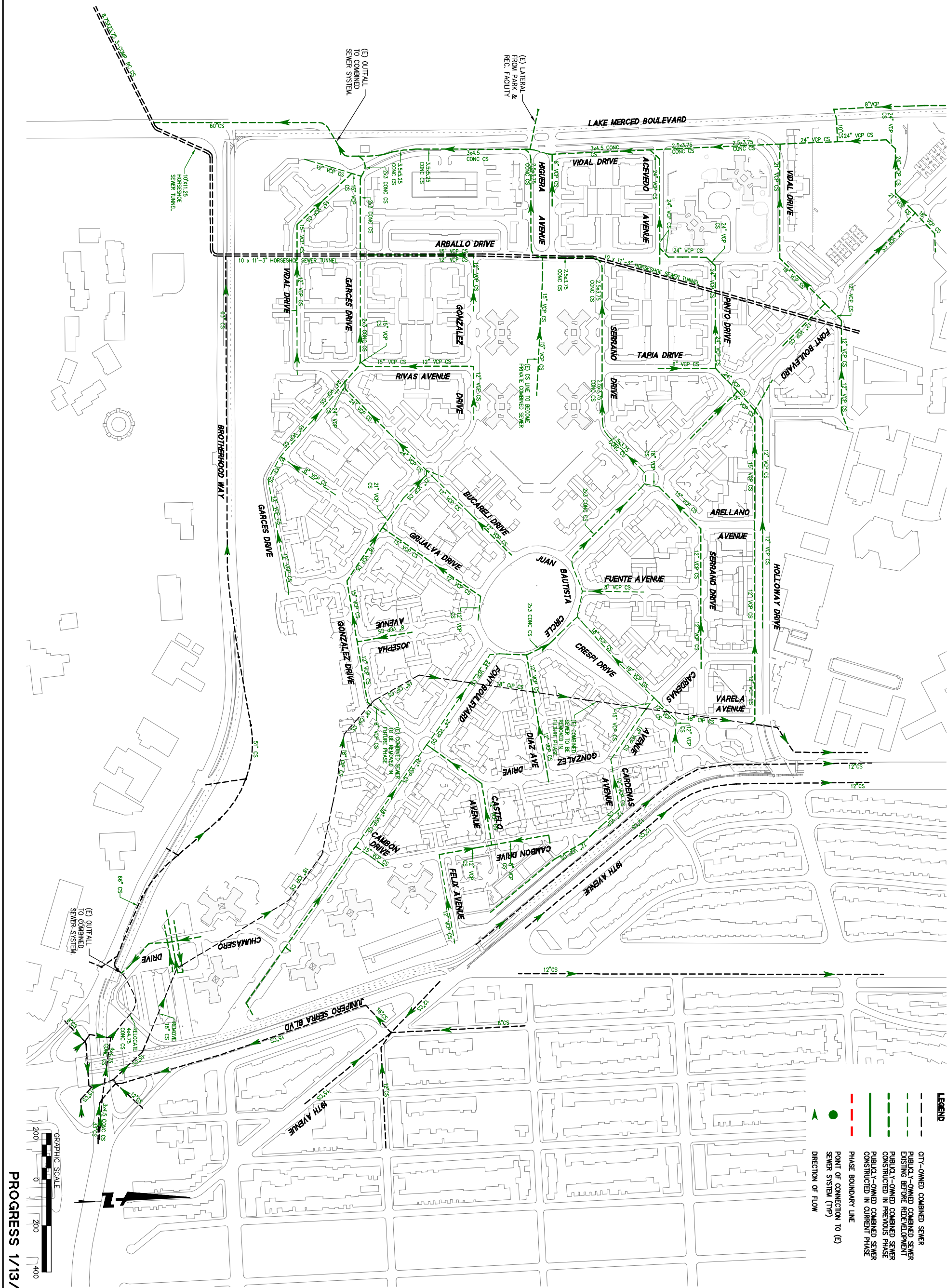
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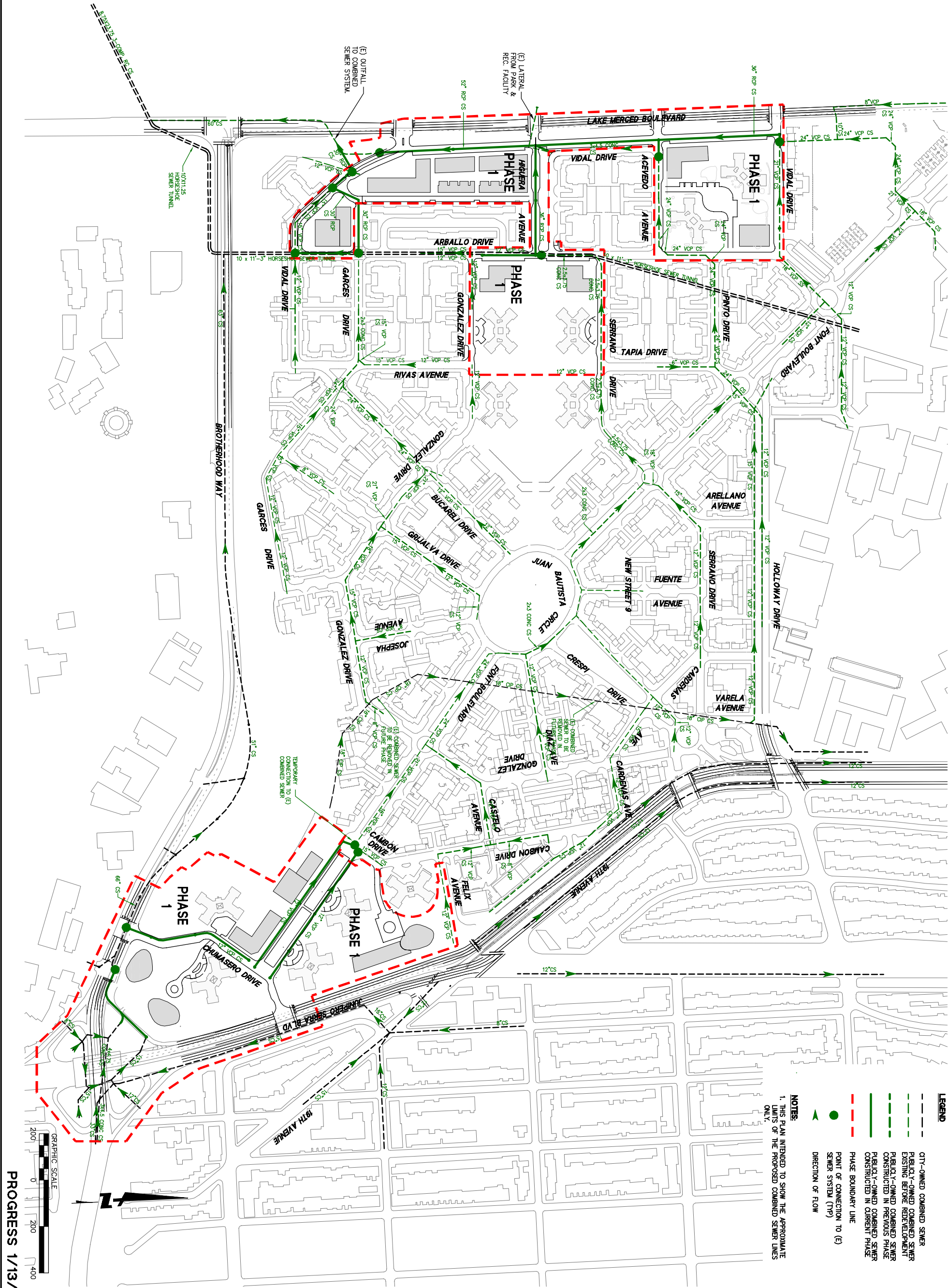
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	Design: BS		
	Drawn: MS		
	Approved: JO		
	Job No: 20090086		

PARKMERCED PHASING APPLICATION EXISTING SEWER SYSTEM

CALIFORNIA



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	Drawn: MS		
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PARKMERCED
PHASING APPLICATION
PROPOSED SEWER SYSTEM - PHASE 1

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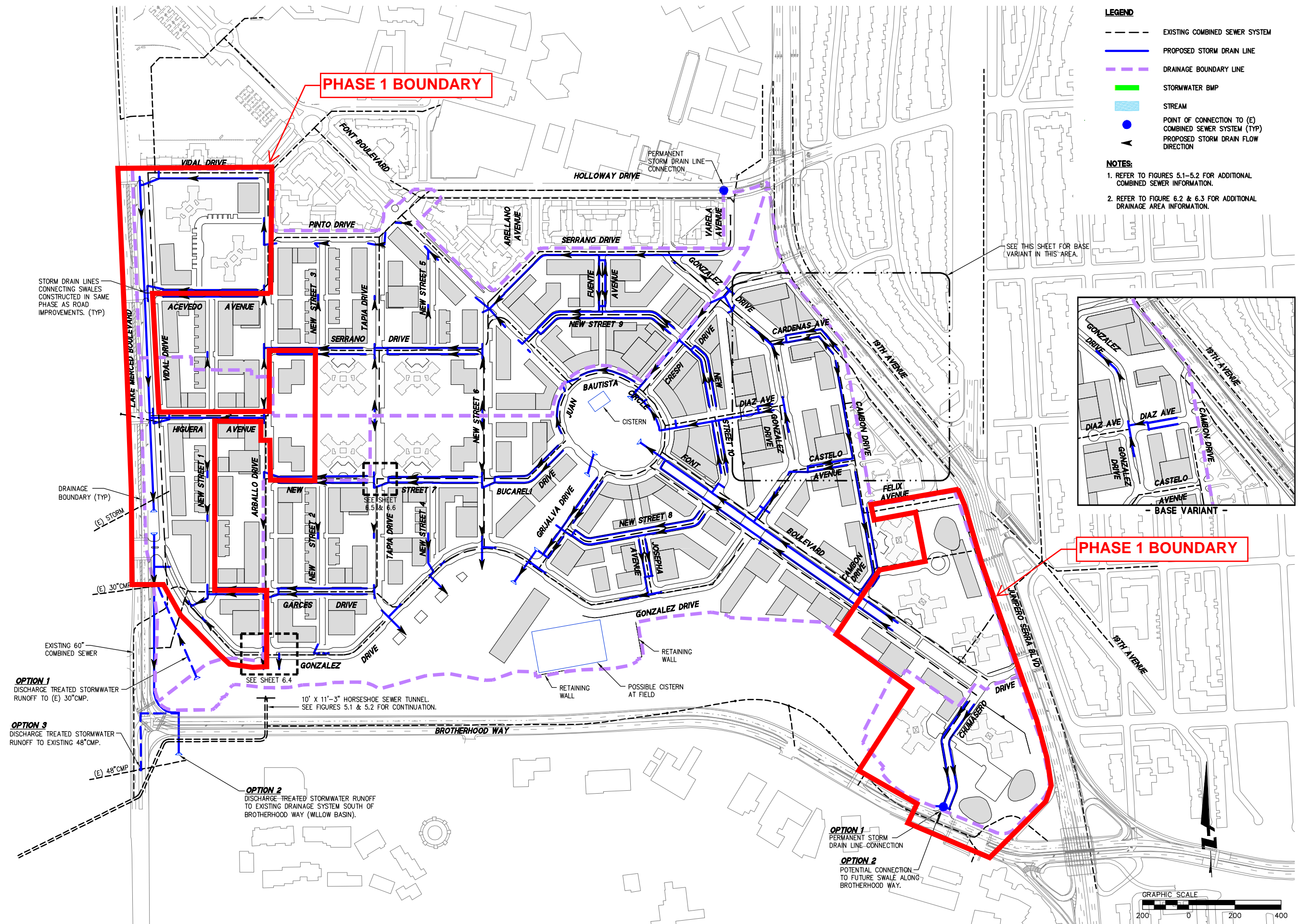
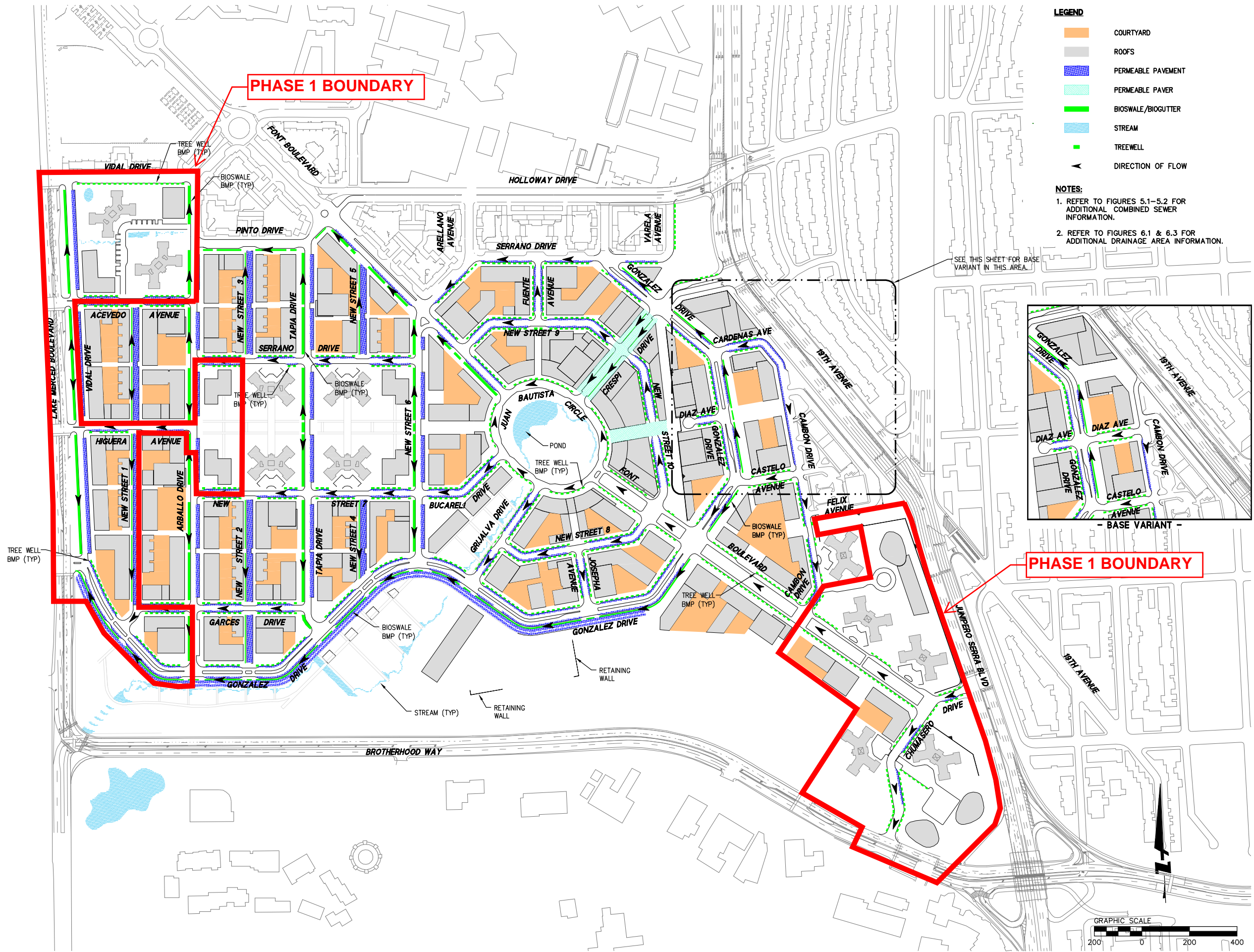


FIG 15a

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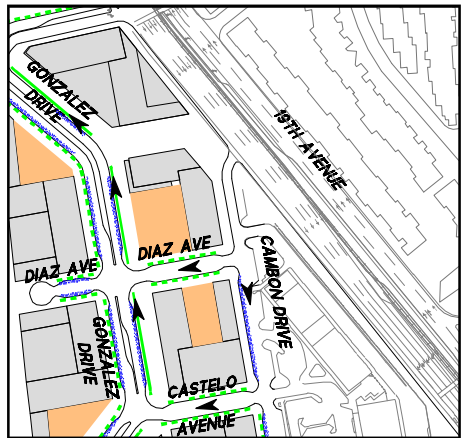
LEGEND

- COURTYARD
- ROOFS
- PERMEABLE PAVEMENT
- PERMEABLE PAVER
- BIOSWALE/BIOGUTTER
- STREAM
- TREEWELL
- DIRECTION OF FLOW

NOTES:

1. REFER TO FIGURES 5.1-5.2 FOR ADDITIONAL COMBINED SEWER INFORMATION.
2. REFER TO FIGURES 6.1 & 6.3 FOR ADDITIONAL DRAINAGE AREA INFORMATION.

SEE THIS SHEET FOR BASE VARIANT IN THIS AREA.



PARKMERCE
INFRASTRUCTURE REPORT
PROPOSED ABOVE-GRADE STORMWATER CONVEYANCE SYSTEM
SAN FRANCISCO COUNTY CALIFORNIA

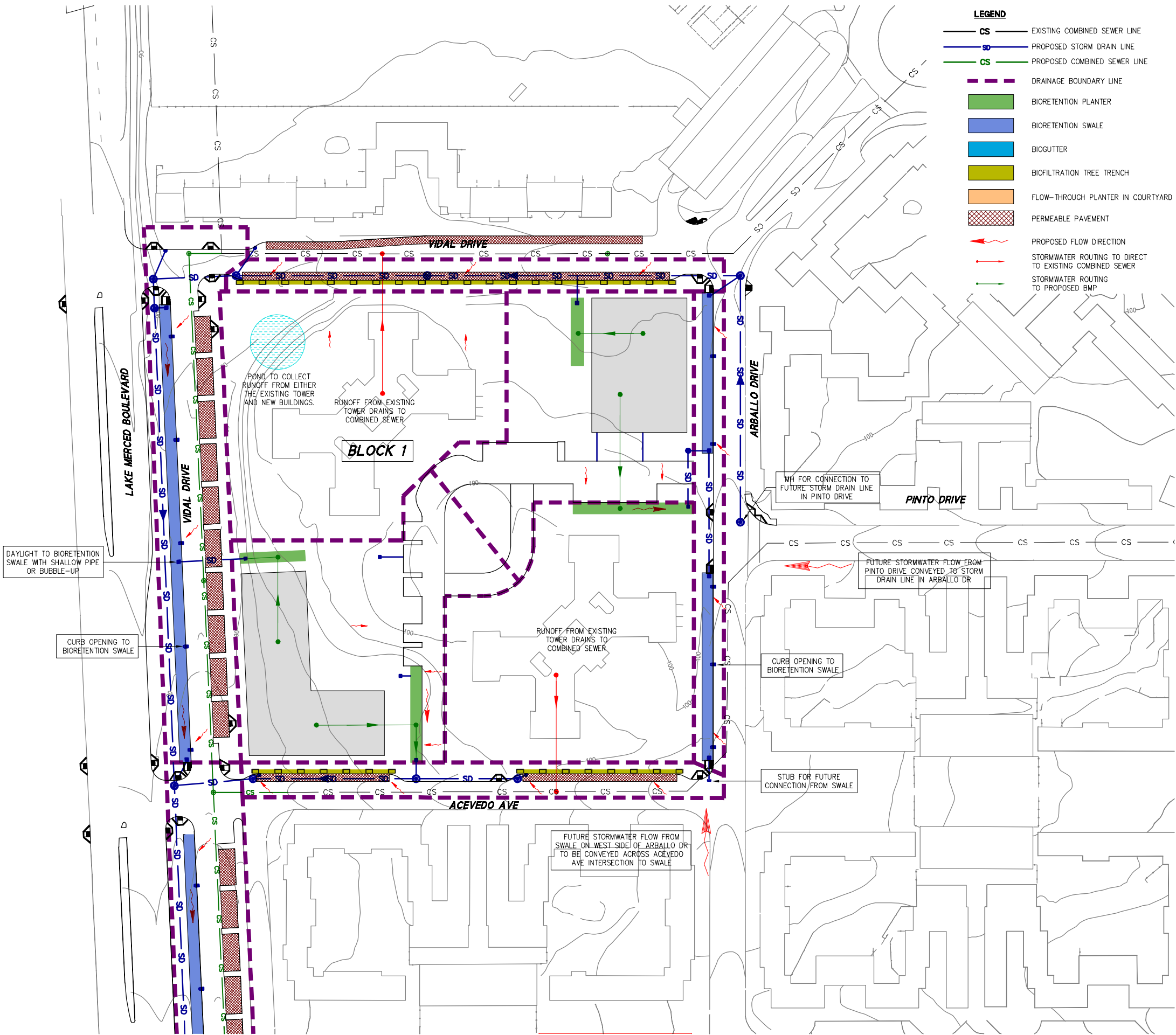
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Date	No.	Revisions
6/23/11		
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Design: BS		
Drawn: MS		
Approved: JO		
Job No: 20090086		

Drawing Number:
FIG 15b

DRAWING NAME: J:\Eng09\090086\DWG\Exhibits\Phasing Analysis\PA 6_02.1.dwg (A)
PLOT TIME: 04-07-15 4:37pm PLOTTED BY: scot



- LEGEND**
- CS — EXISTING COMBINED SEWER LINE
 - SD — PROPOSED STORM DRAIN LINE
 - CS — PROPOSED COMBINED SEWER LINE
 - DRAINAGE BOUNDARY LINE
 - BIORETENTION PLANTER
 - BIORETENTION SWALE
 - BIOGUTTER
 - BIOFILTRATION TREE TRENCH
 - FLOW-THROUGH PLANTER IN COURTYARD
 - PERMEABLE PAVEMENT
 - PROPOSED FLOW DIRECTION
 - STORMWATER ROUTING TO DIRECT TO EXISTING COMBINED SEWER
 - STORMWATER ROUTING TO PROPOSED BMP

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PHASING APPLICATION
PROPOSED STORMWATER CONVEYANCE DIAGRAM

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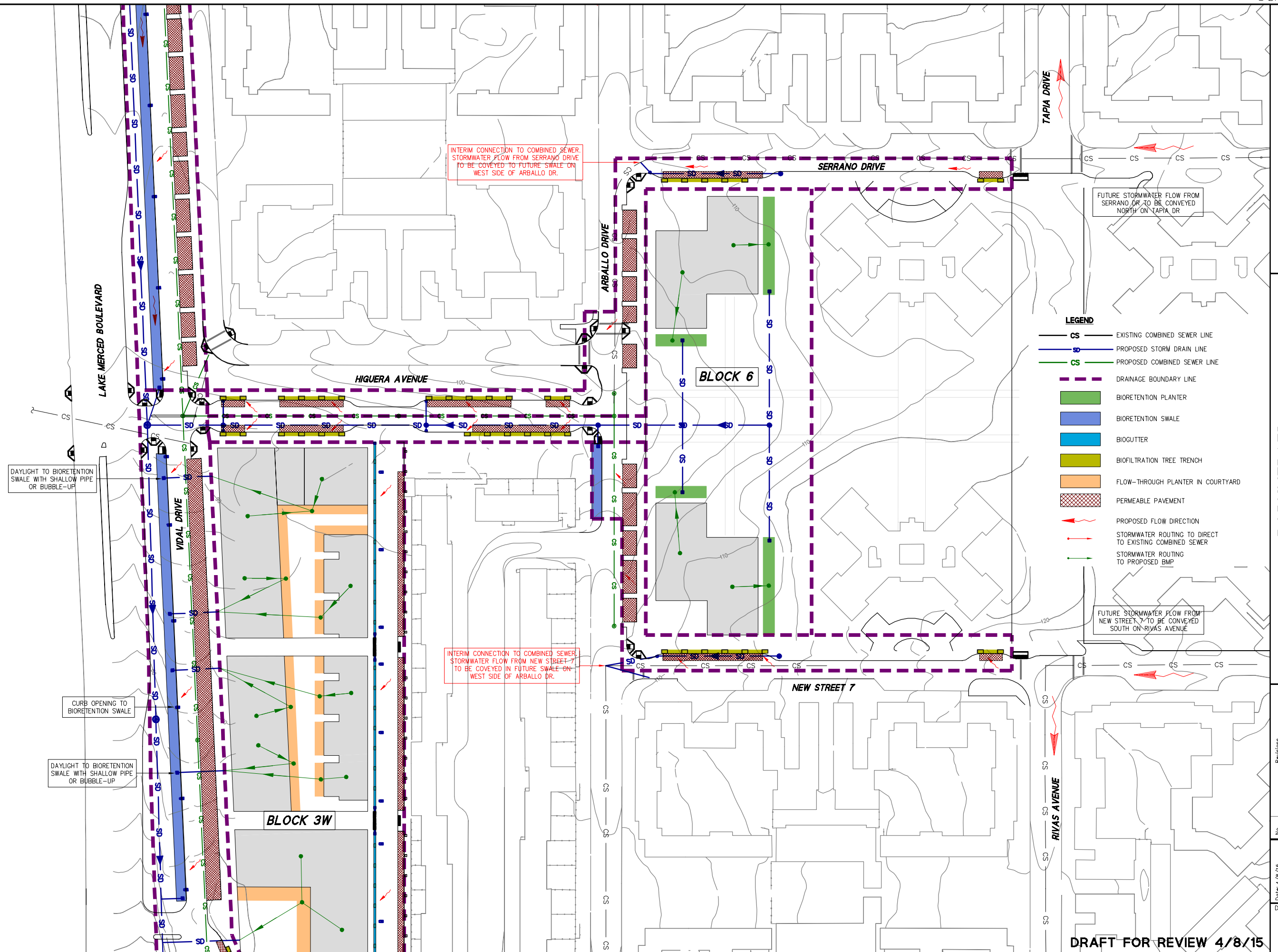
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4/8/15		
Scale: 1" = 100'		
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Drawn: MS		
Approved: JO		
Job No: 20090086		

Drawing Number:
FIG 15d

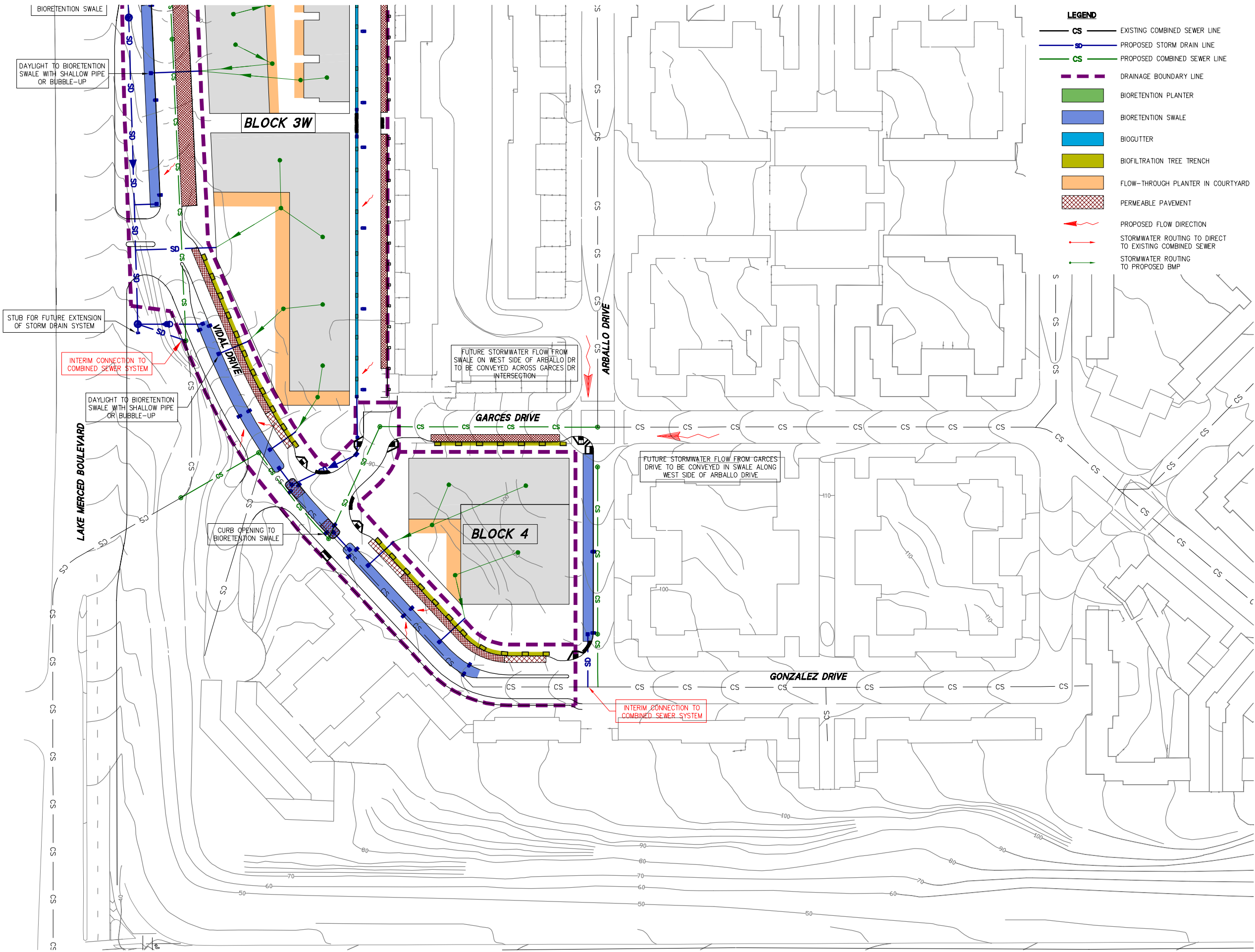
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Drawn: MS		
Approved: JO		
Job No: 20090086		

Drawing Number:

FIG 15e



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Drawn: MS	
Approved: JO	
Job No: 20090086	

Drawing Number:

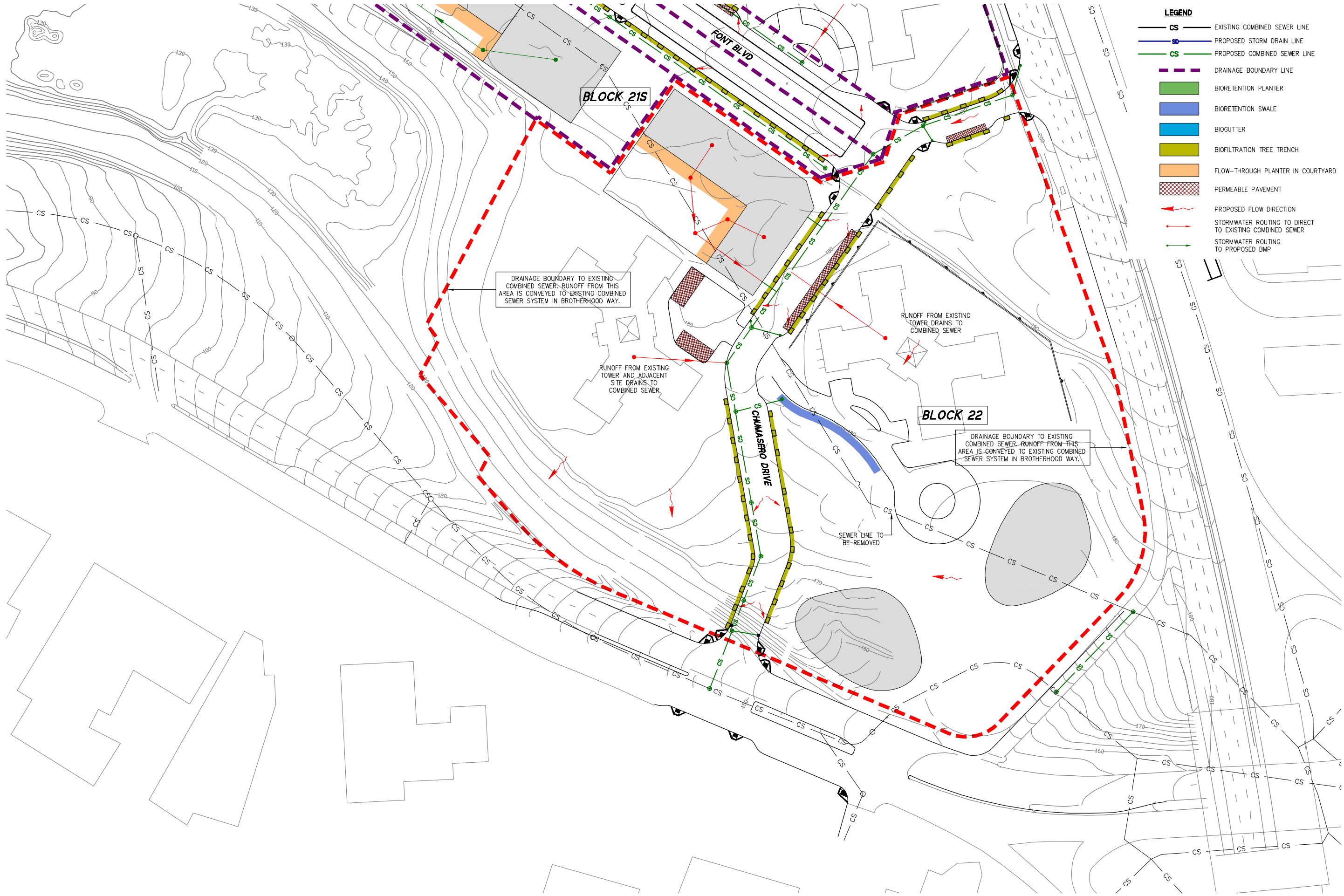
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Design: BS	
Drawn: MS	
Approved: JO	
Job No: 20090086	

FIG 15g



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PHASING APPLICATION
PROPOSED STORMWATER CONVEYANCE DIAGRAM

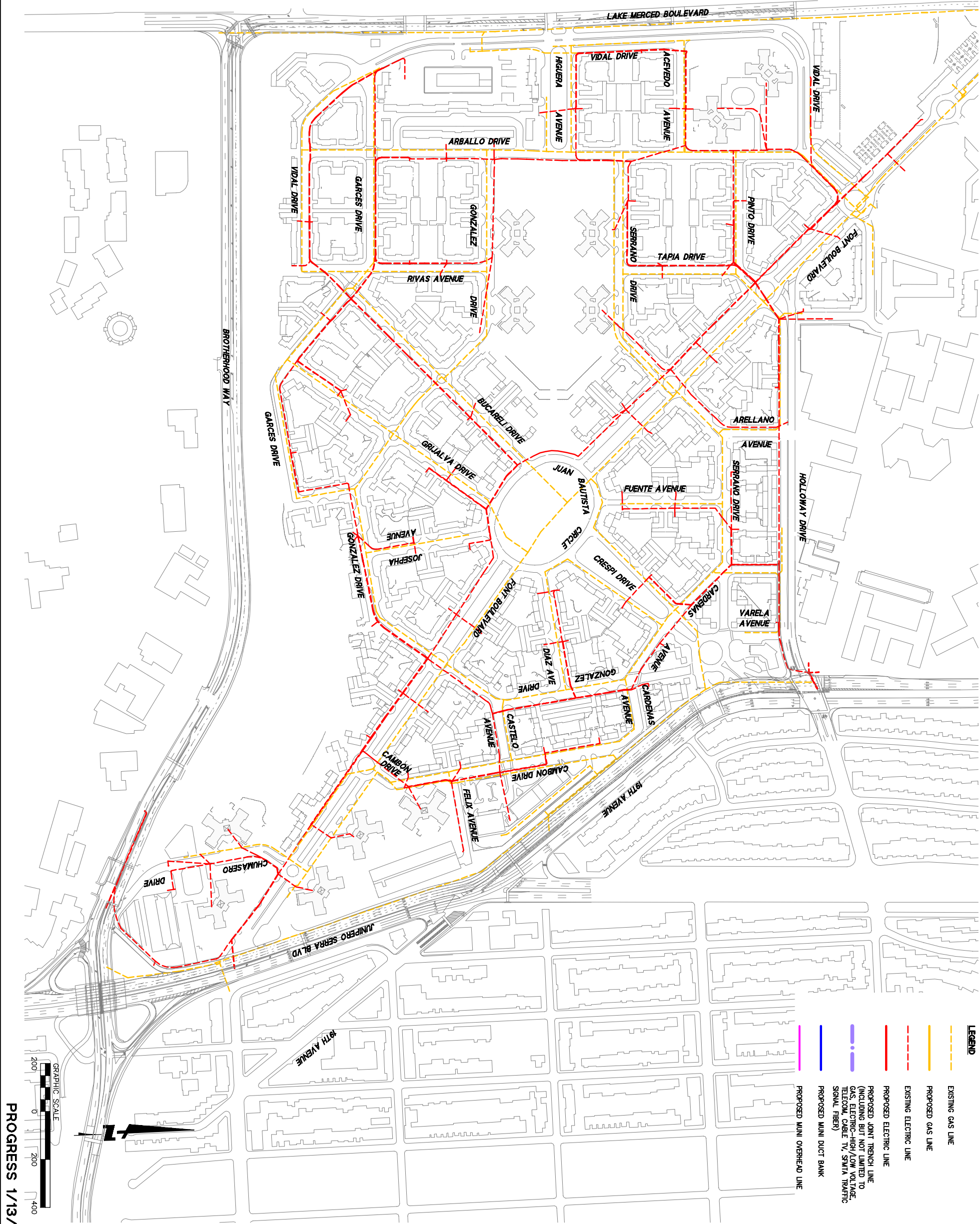
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Revisions	
No.	
Date: 4/8/15	
Scale: 1" = 50'	
Design: BS	
Drawn: MS	
Approved: JO	
Job No: 20090086	

Drawing Number:

FIG 15h



PROGRESS 1/13/15

Date: 1/13/15 Scale: 1" = 400' Design: BS Drawn: MS Approved: JO Job No: 20090086	No.	Revisions
		Fig. 17

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PHASING APPLICATION
EXISTING DRY UTILITY SYSTEM

SAN FRANCISCO

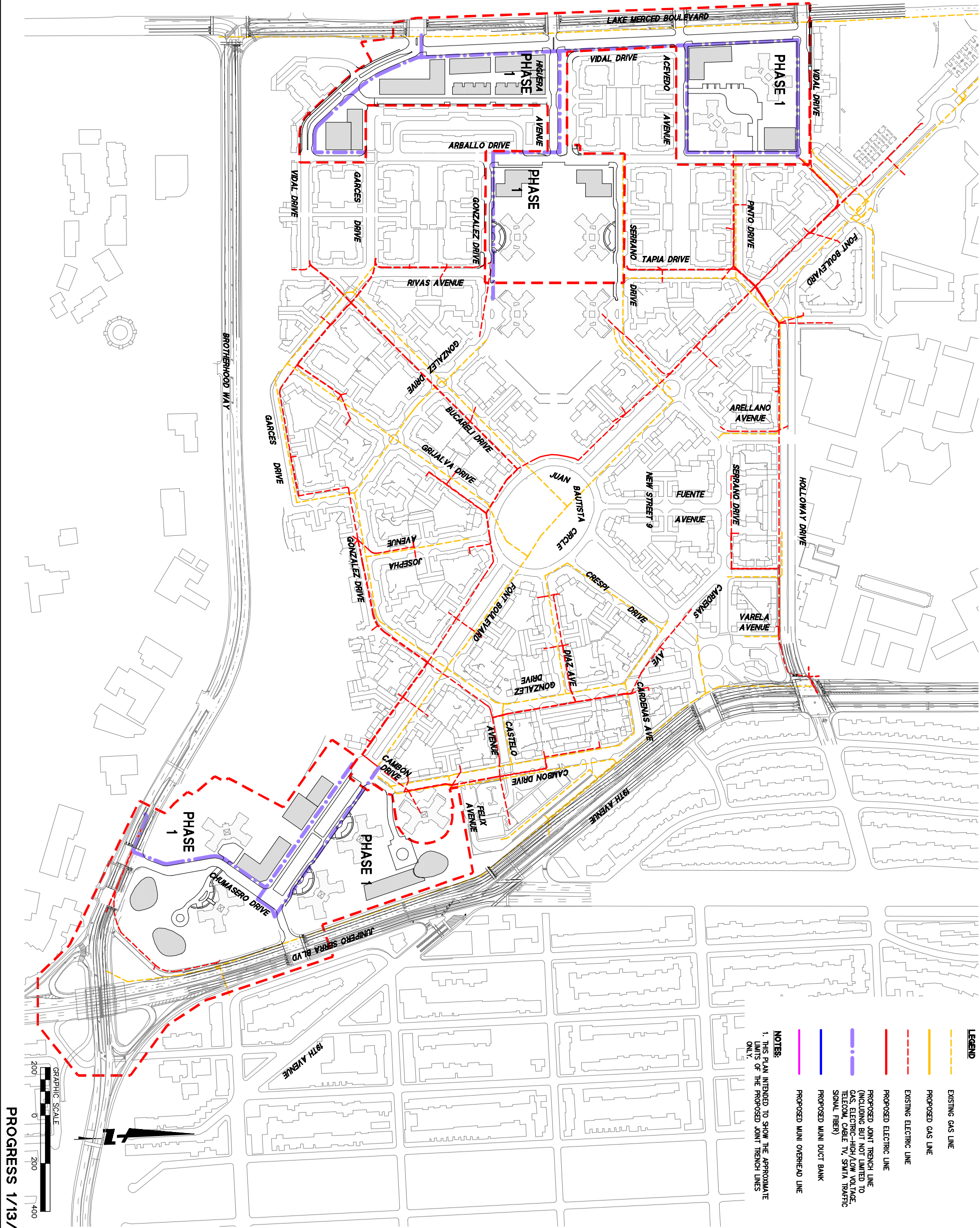
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	Approved: BS		
	Job No: 20090086		

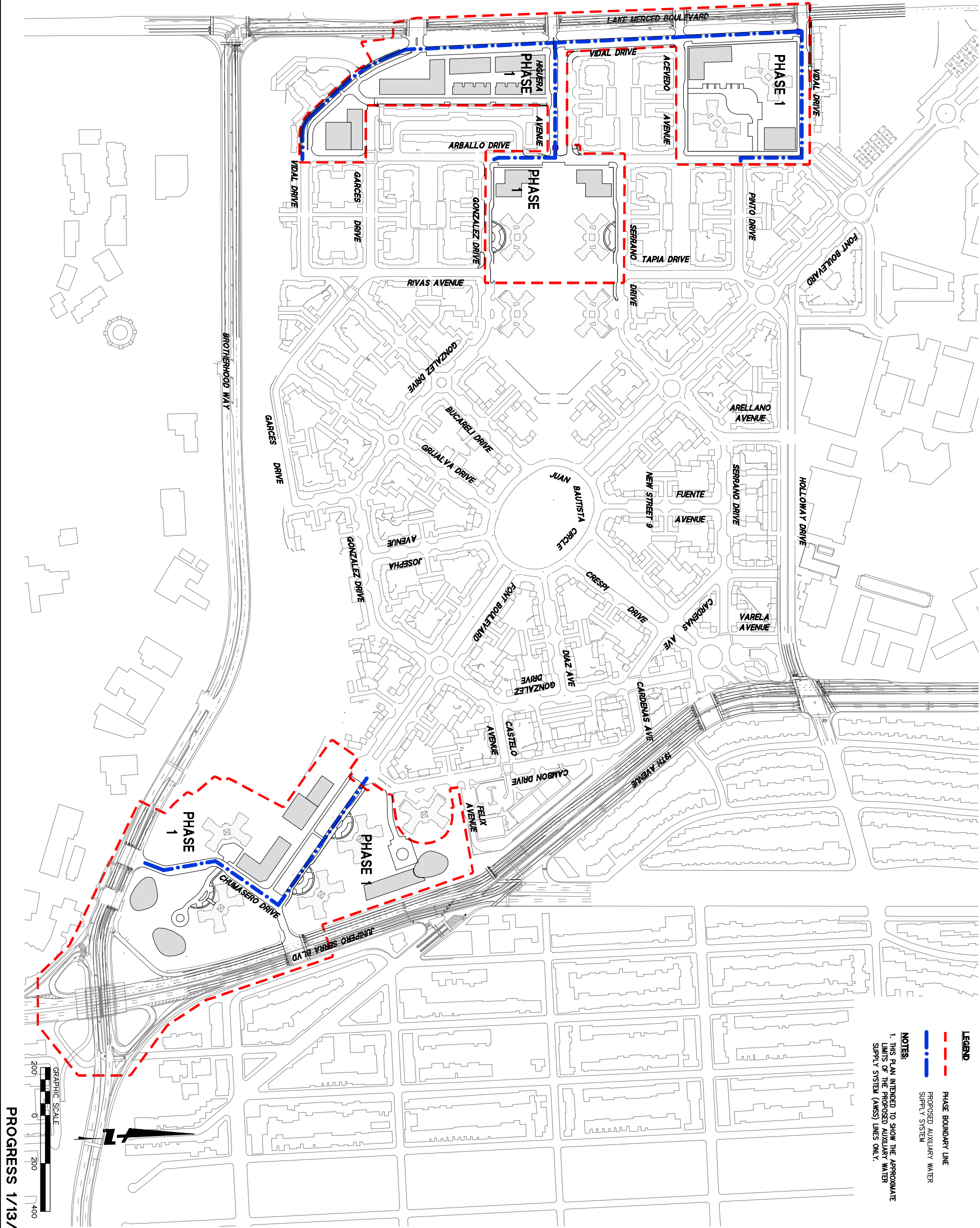
Fig 18

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PHASING APPLICATION
PROPOSED DRY UTILITY SYSTEM - PHASE 1
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- LEGEND**
- PHASE BOUNDARY LINE
 - PROPOSED AUXILIARY WATER SUPPLY SYSTEM
- NOTES:**
1. THIS PLAN INTENDED TO SHOW THE APPROXIMATE LIMITS OF THE PROPOSED AUXILIARY WATER SUPPLY SYSTEM (AWSS) LINES ONLY.

PROGRESS 1/13/15

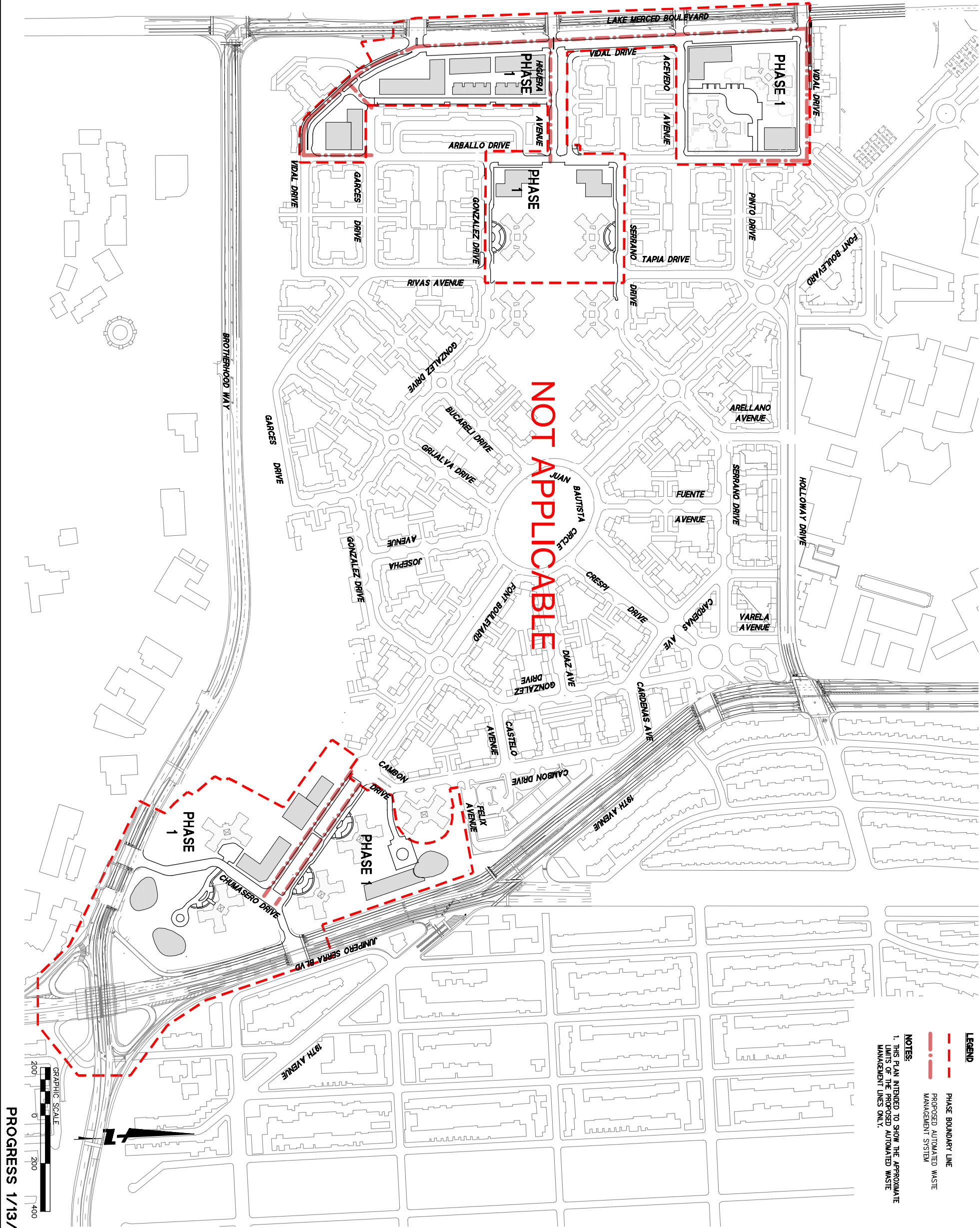
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	Approved: JO		
		Job No: 20090086	

PARKMERCED
PHASING APPLICATION
PROPOSED AUXILIARY WATER SUPPLY SYSTEM – PHASE 1
SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA



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- LEGEND**
- PHASE BOUNDARY LINE
 - .-.- PROPOSED AUTOMATED WASTE MANAGEMENT SYSTEM
- NOTES:**
1. THIS PLAN INTENDED TO SHOW THE APPROXIMATE LIMITS OF THE PROPOSED AUTOMATED WASTE MANAGEMENT LINES ONLY.

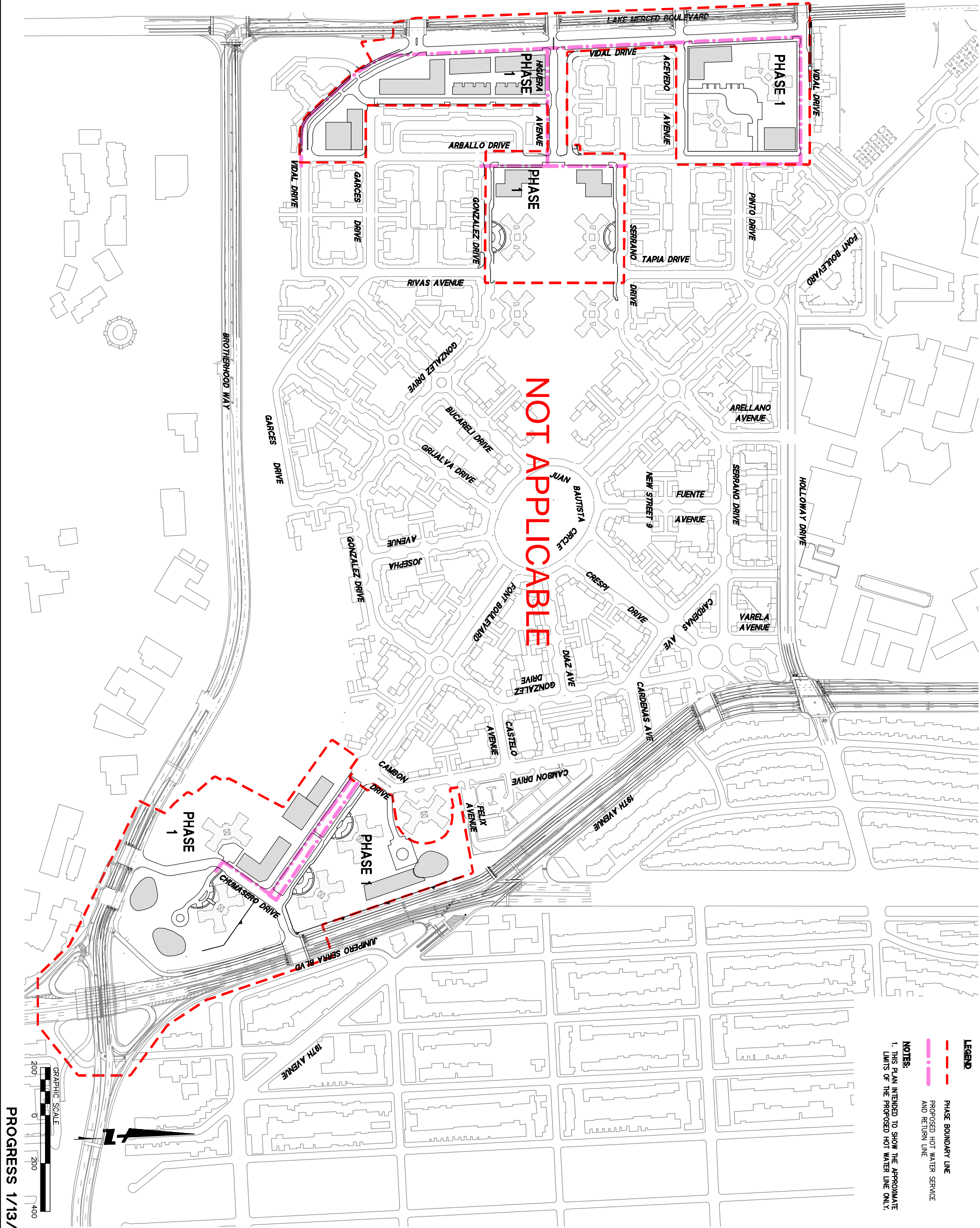
PROGRESS 1/13/15

Drawing Number:	Date: 1/13/15	No.	Revisions
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	Design: BS		
	Drawn: MS		
	Approved: JO		
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**PARKMERCED
PHASING APPLICATION
PROPOSED AUTOMATED WASTE MANAGEMENT SYSTEM - PHASE 1**
SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA



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LEGEND

- PHASE BOUNDARY LINE
- PROPOSED HOT WATER SERVICE AND RETURN LINE

NOTES:

1. THIS PLAN INTENDED TO SHOW THE APPROXIMATE LIMITS OF THE PROPOSED HOT WATER LINE ONLY.

PROGRESS 1/13/15

Date: 1/13/15	No.	Revisions
Scale: 1" = 400'		
Design: BS		
Drawn: MS		
Approved: JO		
Job No: 20090086		

PARKMERCED
PHASING APPLICATION
PROPOSED CO-GEN SITE PIPING - PHASE 1
SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA



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APPENDIX A

Parkmerced Phase 1 Hydraulics and Hydrology Plan 22 January 2015

Parkmerced Phase 1

DRAFT Hydrology and Hydraulics Plan

January 22, 2015

*Prepared for
Parkmerced Investors Properties, LLC*

Prepared by

HC **HYDROCONSULT
ENGINEERS, INC.**

45 Polk St, Third Floor
San Francisco, CA 94102
(T) 415.252.9750
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DRAFT

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3. Project Description	3
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4. Site-Wide Conceptual Model Approach	5
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1. Introduction

This Hydrology and Hydraulics Plan (Plan) is an interim deliverable associated with the application for Phase 1 development at Parkmerced. It flows on the work presented previously in the following documents:

1. Parkmerced Infrastructure Report¹--includes:
 - a. utilities drawings for existing and full build out for sanitary and storm drain pipes,
 - b. overland flow paths at full build out,
 - c. typical utility cross sections, and
 - d. sanitary sewer modeling results for full build out.
2. Preliminary Approach to Stormwater Management² (attached to Infrastructure Report)—includes stormwater modeling results for full build out, demonstrating:
 - a. compliance with both LEED 6.1 and 6.2 (reduction in peak flow and volume during the 2 year 24 hour storm and capture of 90% of the annual volume),
 - b. adequacy of the proposed system to convey the 5 year, 3 hour storm, and
 - c. adequacy of the proposed system to convey the 100 year, 3 hour storm.

The above were based on schematic designs of building footprints and site grading, and detailed designs of street cross sections. As part of the detailed design of the Phase 1 blocks, building footprints and site grading (for those blocks) will be finalized. At such time, a draft and final Stormwater Control Plan (SCP) will be developed in accordance with the Stormwater Management Ordinance. The SCP will present detailed design of stormwater BMPs and revised model results and calculations. Also due for submittal with the building applications will be a BMP maintenance plan, a condition assessment of the existing combined sewer pipes (to be reused for sanitary only flows), a Phase 1 overland flow drawing, and Phase 1 sanitary sewer modeling.

Included in the plan are a summary of overall site wide approach to stormwater management, the conceptual stormwater management approach for Phase 1 (to be refined as building footprints and degrading plans are finalized), an outline of stormwater management by subphase, and preliminary model results for Phase 1 for peak flow and volumes during both the 2 year, 24 hour storm (satisfying requirements for separately sewered areas) and 5 year, 3 hour storm (satisfying requirements for separately sewered areas) as dictated by Appendix E.

¹ BKF Engineers. Parkmerced Infrastructure Report. June 23, 2011.

² Hydroconsult Engineers. DRAFT Preliminary Approach to Stormwater Management. December 20, 2010.

2. Regulatory Framework

The project must maintain compliance with the following at each major phase development:

1. San Francisco Subdivision Regulations—includes requirements for minimum/maximum velocities for sanitary sewers, and capacity requirements for sizing of combined and storm drain systems.
2. Stormwater Management Ordinance/Green Building Code--the San Francisco Building Code, Section 13C requires all projects that disturb more than 5,000 square feet to meet or exceed the applicable guidelines of Leadership in Energy and Environmental Design (LEED) Sustainable Sites Credit 6.1 and 6.2
3. Appendix E, Stormwater Systems Review Protocol for Parkmerced Development Agreement³-describes requirement and timing of stormwater related submittals specific to Parkmerced
4. San Francisco Public Utilities Commission memo re: Preferred Stormwater Discharge Alternative⁴—identifies Lake Merced as the SFPUC's preferred discharge location for storm flows from Parkmerced. Requires compliance with SFPUC regulations for end of pipe discharge and ground water protection.

3. Project Description

Existing and Proposed Conditions

Parkmerced is a 152-acre residential neighborhood located in the southwest corner of San Francisco. The neighborhood was built from 1941 to 1951 and has 3,221 residential units (see Appendix D-2, Existing Conditions). The existing buildings consist of 170 two-story townhome buildings and 11 towers that are 13 stories tall that are surrounded by lawns and courtyards. There are several landscaped boulevards and secondary streets. Other facilities include three above-grade centralized parking garages, carports attached to townhouses, a leasing and operations office, a private pre-school/day care facility, and a maintenance facility adjacent to Lake Merced Boulevard.

The entire 152-acre project site is currently served by the San Francisco combined sewer system that conveys wastewater and stormwater to the Oceanside Water Pollution Control Plant where the flows are treated and discharged to the ocean. Under the Parkmerced project, the existing combined system within the project area will be converted to a sanitary sewer system only. The conversion will occur in phases that correspond with the development phases and at full build out only the sewer laterals from buildings will connect to the combined sewer system.

In accordance with San Francisco's Stormwater Management Ordinance and Stormwater Design Guidelines (SDGs), areas of the project that are temporarily connected to the combined sewer system during development must decrease the stormwater runoff rate by 25 percent relative to predevelopment conditions for the 2-year 24-hour design storm if more than 50 percent of the area

³ Parkmerced Development Agreement. Appendix E, Stormwater Systems Review Protocol for Parkmerced Development Agreement.

⁴ San Francisco Public Utilities Commission memo to Robert Rosania et al. SFPUC Preferred Stormwater Discharge Alternative. April 17, 2012.

is covered with impervious surfaces under existing conditions. If less than 50 percent of the area is covered with impervious surfaces, the stormwater management approach must prevent the runoff flow rate and volume from exceeding existing conditions for the one- and two-year 24-hour design storm. Because the project will transition from the combined sewer system to a separate sewer system, areas of the project that are permanently or temporarily connected to this separate system must capture and treat 90 percent of the annual rainfall. As modeled, at full build out the installed BMPs will retain and treat approximately 93 percent of the annual runoff, infiltrating approximately 67 percent of the retained stormwater to the underlying Westside Groundwater Basin. The remaining 7 percent of annual runoff will be discharged to Lake Merced in accordance with applicable regulations of the Regional Water Quality Control Board and SFPUC. The model predicts the following at full build out:

Model Results for Annual Average Runoff (indicating exceedance of LEED SS c6.2)

	Average Annual Runoff (MG)	
Reused		
Farm Irrigation	2.74	4%
Pond Make-up	0.10	0%
Infiltrated		
Runoff Layer (pp, parks, treewells)	31.25	46%
Hydraulics Layer (swales)	14.46	21%
Evaporated		
from runoff surfaces (cisterns, swales)	6.00	9%
from network (ponds, cisterns, swales)	1.82	3%
Evapotranspired From Courtyards	7.20	11%
Discharged to Lake Merced (volume through terminal pipe)	4.80	7%
Total	68.88	100%

Model Results for 2 Year 24 Hour Storm (indicating exceedance of LEED SS c6.1)

	Peak Flow (cfs)	Total Volume (CF)
Pre-Development	115.7 ¹	2,168,000
Post-Development	66.97	1,042,750
% Decrease	42%	52%

Note: 1. the pre-development model results were derived from the City-wide Infoworks model as provided by DPW/BOE/Hydraulics.

Phasing

The development for the project will be constructed in several phases over the 20 to 30 year development period. Each phase includes the construction of the associated utility and street infrastructure to serve the newly constructed buildings. The new infrastructure will be designed and constructed consistent with the infrastructure report prepared for the project (BKF Engineers, 2011) as well as the current San Francisco Public Utilities Commission (SFPUC) and the City of San Francisco Department of Public Works (SFPDW) requirements.

As each phase is constructed, the stormwater controls associated with both the block (private property) and the streets/sidewalks (public Right-of-Way (ROW)) will be designed to meet the requirements described above, and in accordance with the preliminary stormwater approach, approved infrastructure plan, and design standards. Stormwater flows will be redirected away from the combined sewer system as increased sanitary flows are added.

More details regarding the subphasing of Phase 1 are included in section 5.

4. Site-Wide Conceptual Model Approach

A detailed stormwater model was created to validate earlier conceptual planning efforts, and provide additional detail as plans for Parkmerced progress. This section will describe the model, its development, assumptions, and sources of data.

XP-SWMM is a hydrologic and hydraulic modeling package which was used to build and run the model. It is based on the industry standard EPA-SWMM "Storm Water Management Model". Several additional features are provided by XP-SWMM, including database connections, GIS and CAD integration, and pollutant generation/transport modeling. The SWMM model is recommended by EPA for analyzing pre- vs. post-development hydrology and has dynamic hydraulic capabilities as well.

CAD site plan drawings provided by the project architects SOM were used as a starting point in building the model. The network was laid out in project coordinates, so that background files can be easily overlaid for review or presentation. These drawings also were used to make detailed runoff area calculations at the building level. Updated files were checked against the existing model to review any conflicts.

Contributing areas and volumes within the right of way were calculated in a spreadsheet, based on street lengths derived from the CAD files. Detailed cross sections provided by the site civil engineer BkF were used to model overland flow on the street surface and biofiltration treewells, and their connection to the network of biogutters and swales.

The following basic inputs were used in the model:

- 5-minute rainfall intensities for the 5-year 3-hour storm, the 100-year 3-hour storm, the 2-year 24-hour storm, and the typical year.
- Equilibrium infiltration rates provided by Treadwell & Rollo. Infiltration was assumed to occur only on permeable surfaces, and not in areas designated as fill. The Horton infiltration

equation is used in the model to predict the time varying rate of infiltration due to soil saturation over time as follows:

$$f_t = f_c + (f_0 - f_c)e^{-kt}$$

where:

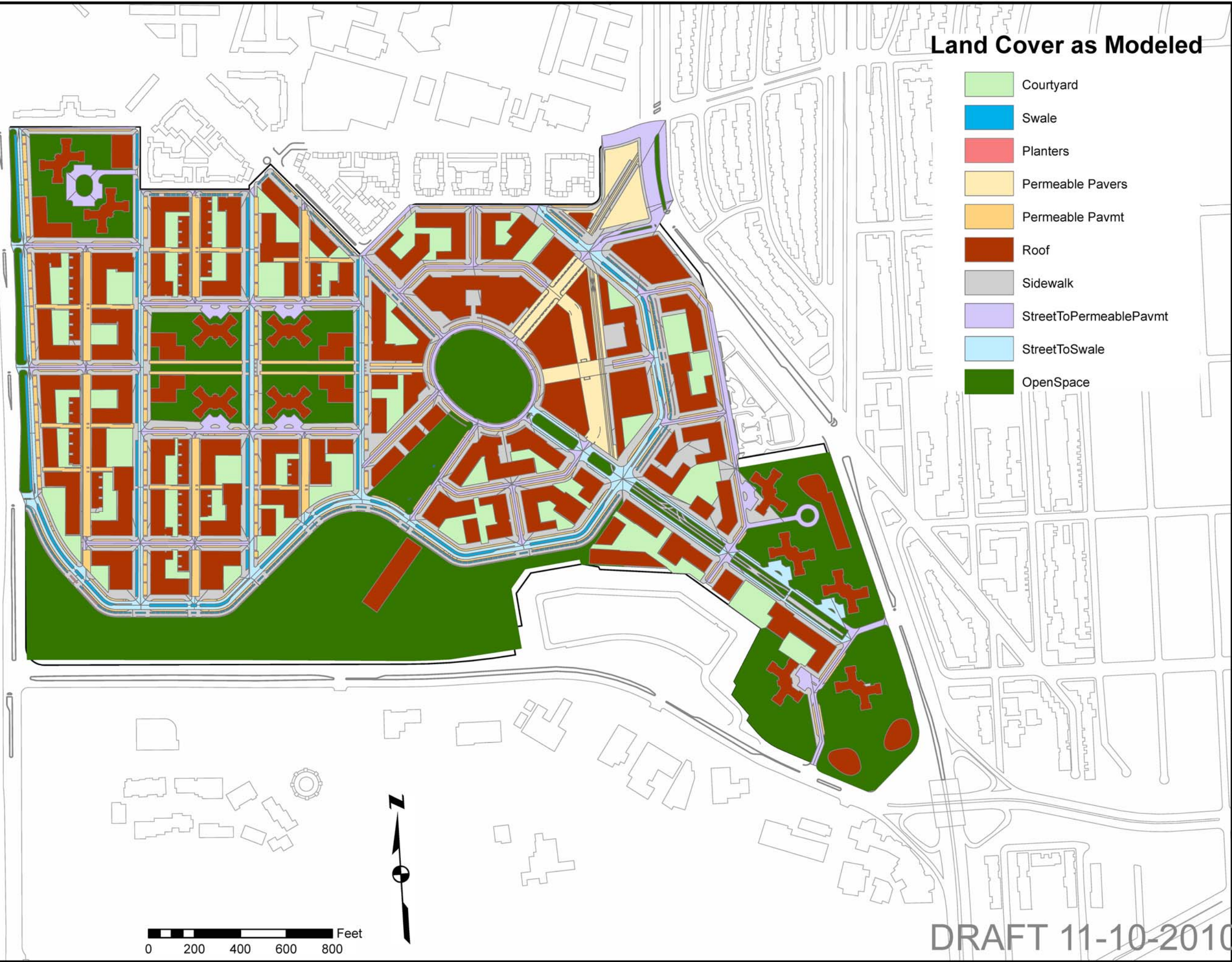
f_t is the infiltration rate at time t ;

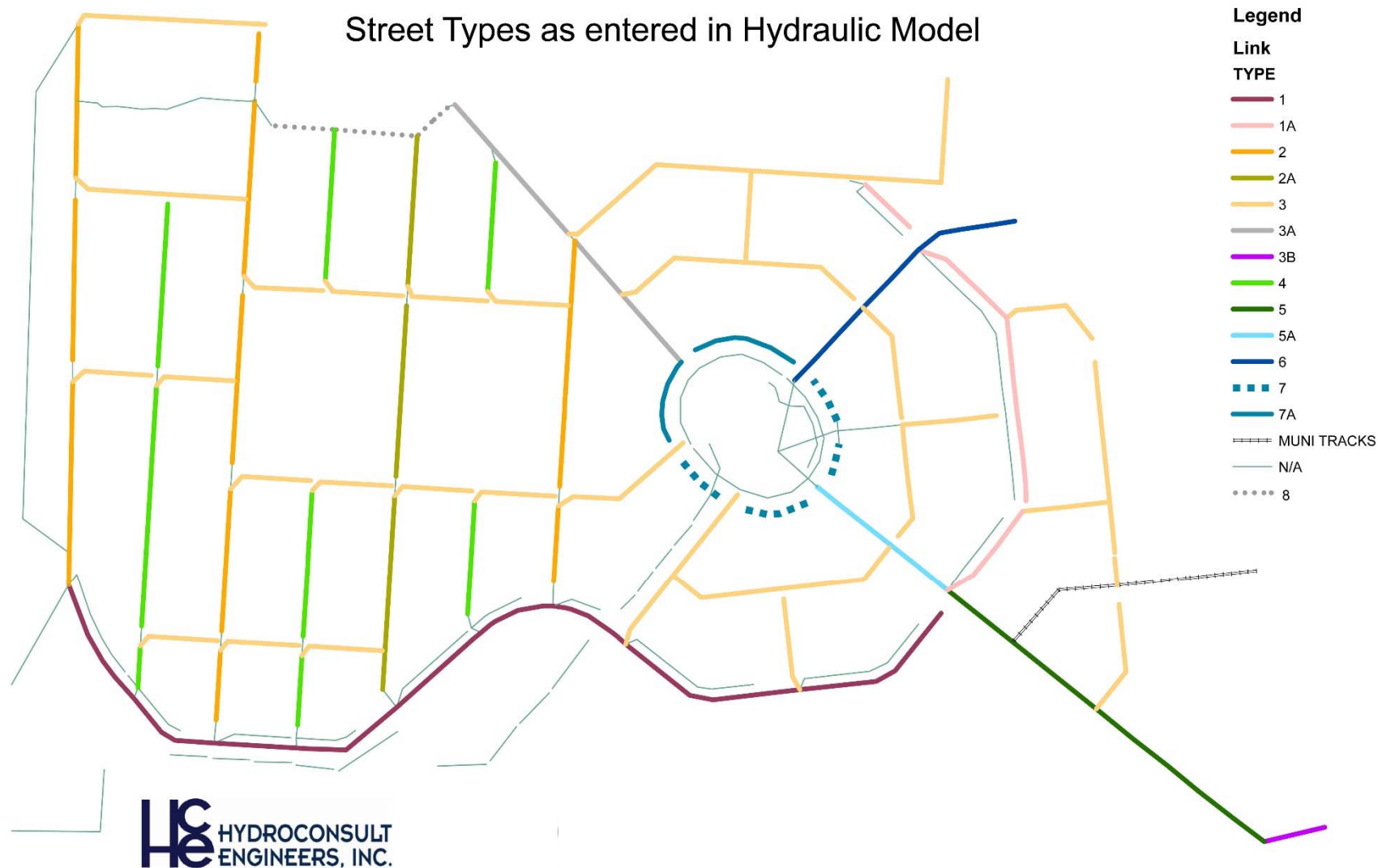
f_0 is the initial infiltration rate or maximum infiltration rate (assumed to be 2 times the equilibrium rate);

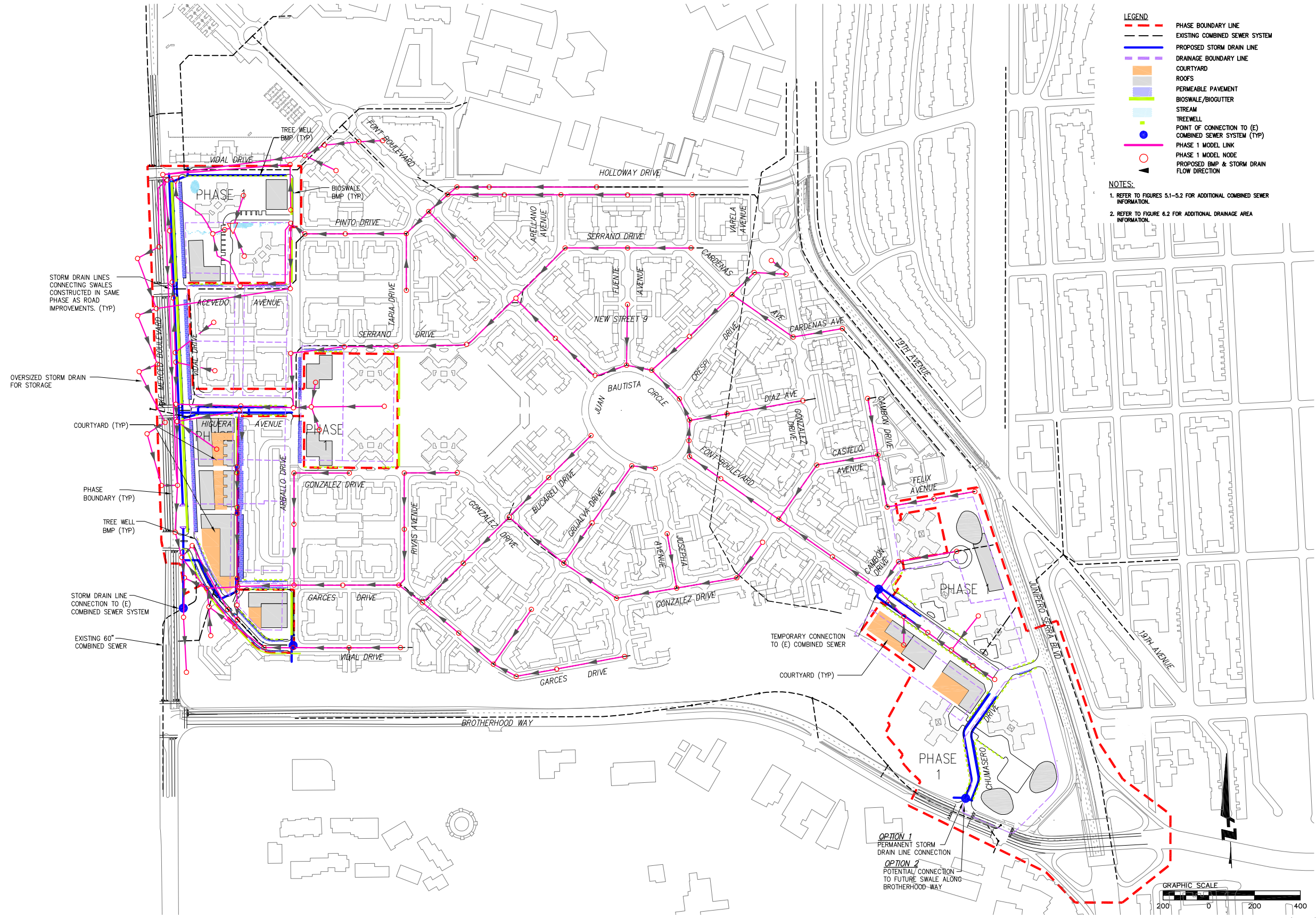
f_c is the constant or equilibrium infiltration rate after the soil has been saturated or minimum infiltration rate;

k is the decay constant specific to the soil.

- Evapotranspiration rates based on WUCOLSIII (ET₀ Zone 1)
- Evaporation rates based on previous studies by Gus Yates
- Street sections and slopes provided by SOM and BkF, as presented in the project Design Standards + Guidelines, shown in the figure following
- Land use and areas provided by SOM and Tom Leader Studios, as shown on the figure following







- LEGEND**
- PHASE BOUNDARY LINE
 - EXISTING COMBINED SEWER SYSTEM
 - PROPOSED STORM DRAIN LINE
 - DRAINAGE BOUNDARY LINE
 - COURTYARD
 - ROOFS
 - PERMEABLE PAVEMENT
 - BIOSWALE/BIOGUTTER
 - STREAM
 - TREEWELL
 - POINT OF CONNECTION TO (E) COMBINED SEWER SYSTEM (TYP)
 - PHASE 1 MODEL LINK
 - PHASE 1 MODEL NODE
 - PROPOSED BMP & STORM DRAIN FLOW DIRECTION

- NOTES:**
1. REFER TO FIGURES 5.1-5.2 FOR ADDITIONAL COMBINED SEWER INFORMATION.
 2. REFER TO FIGURE 6.2 FOR ADDITIONAL DRAINAGE AREA INFORMATION.



PROGRESS 7/11/14



HYDROCONSULT
ENGINEERS, INC.

CALIFORNIA

PARKMERCED
PHASING APPLICATION
STORMWATER CONTROL PLAN

SAN FRANCISCO

Revisions	
No.	

Date: 7/11/14

Scale:

Design:

Drawn:

Approved:

Job No: 20090086

Drawing Number:

5. Phase 1 Conceptual Model Approach

The figure on the previous page shows the existing and Phase 1 sewer and storm infrastructure as modeled. As stated previously, the detailed design of both the existing combined sewer system and the storm system is pending final grading and site design. However, the design of the ROW is fairly well defined. As such, we are able to provide model results for the conveyance aspects of the storm system (below) along with preliminary results for peak flow and volume reduction of the phase 1 storm system (section 6).

Almost every street proposed for development at Parkmerced has a stormwater component falling into roughly 15 categories. The street types to be constructed at each block/subphase are:

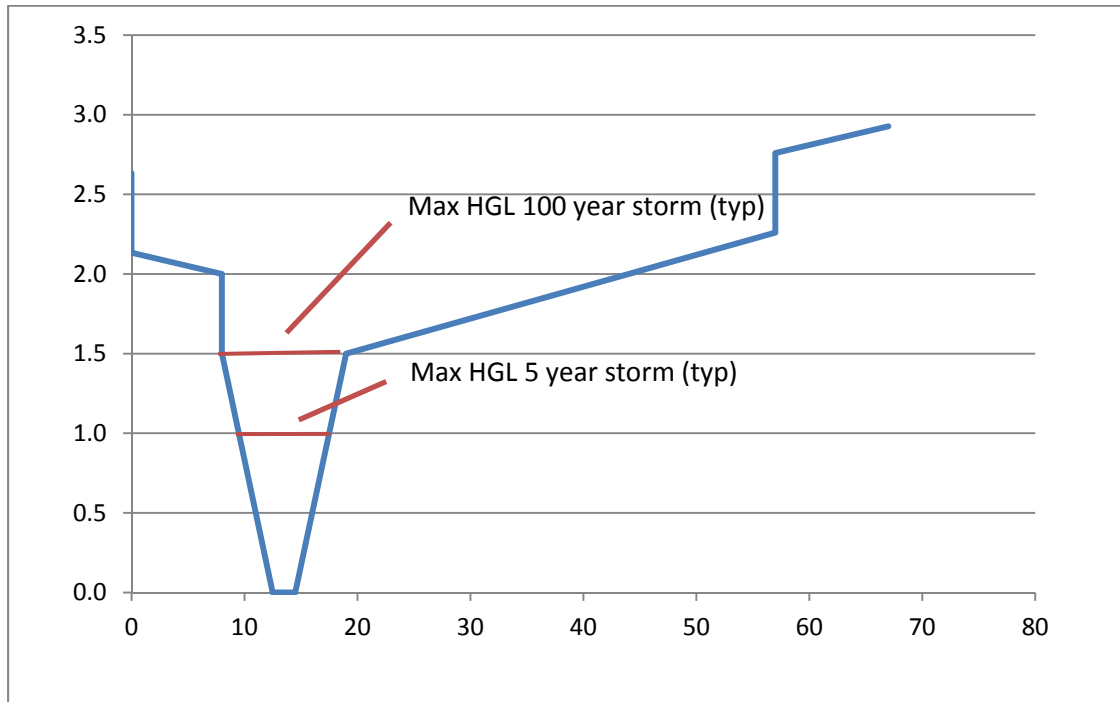
Block	Subphase	Boundary Street	Street Type
1	A	Vidal North	3
		Vidal West	2
		Arballo	2
		Acevedo	3
2	N/A	Vidal West	2
3W	C	Higuera	3
		Vidal West	2
		New Street	4
		Garces	3
4	C	Garces	3
		Arballo	2
		Arballo	2
6	A	Tapia	2A
		New Street	3
		Arballo	2
		Serrano	3
20	B	Felix	(muni tracks—no SW element)
		Cumasero	3
		Cambon	3
21	D	Font	5
		Chumasero	3
22	B	Chumasero	3

Bioswale Streets (Type 2, 2A)

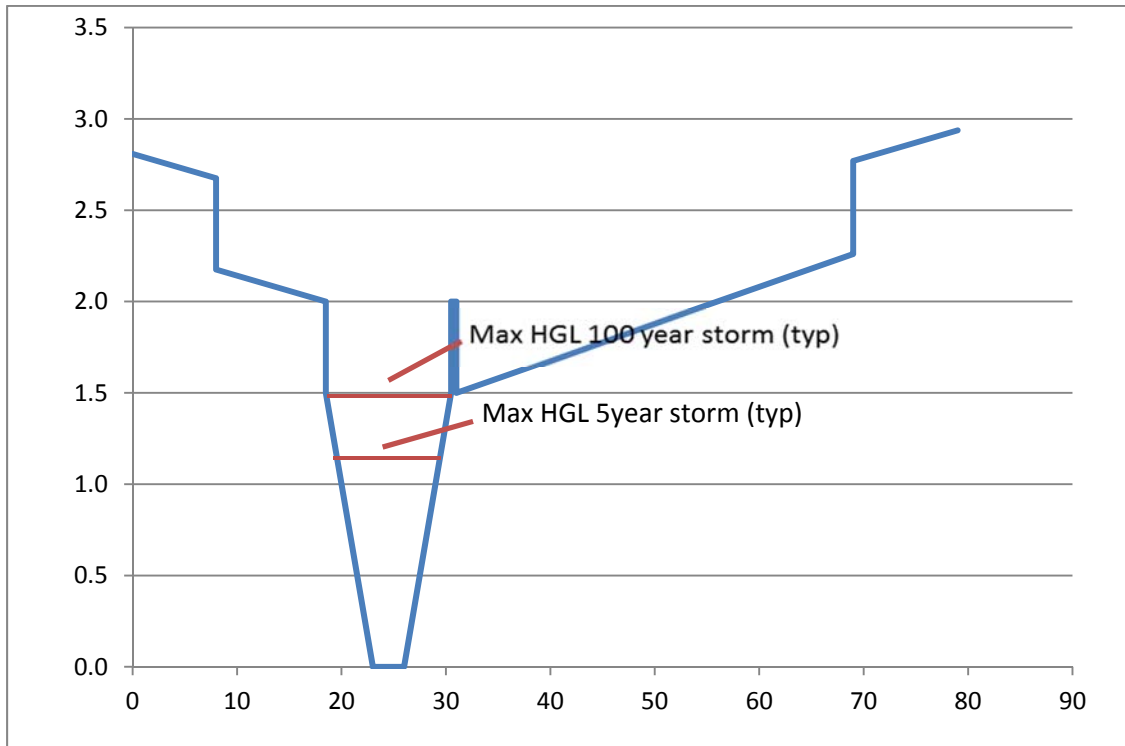
The Hedgerow streets run North-South and will include bioswales. The bioswale on the west side of the Hedgerow Streets will capture runoff from the street and the rooftops on the west side of the road. Runoff from the roofs on the east side of the road will be directed to the bioretention above the central courtyard. Sidewalk runoff will be captured and infiltrated by permeable pavement

located in the perpendicular parking spaces. Overflow from the permeable pavement and the courtyards will be directed to the swales.

The bioswales on the hedgerow streets will have a total width of 13 feet and a depth of about 1.5 feet. The minimum bottom width is 1 foot, with 3:1 grass side slope. There will be a 6 inch wide curb on either side, for a total width of 12 feet. The curbs will be design to allow flow into the swales.



Modeled Street Cross Section Type 2

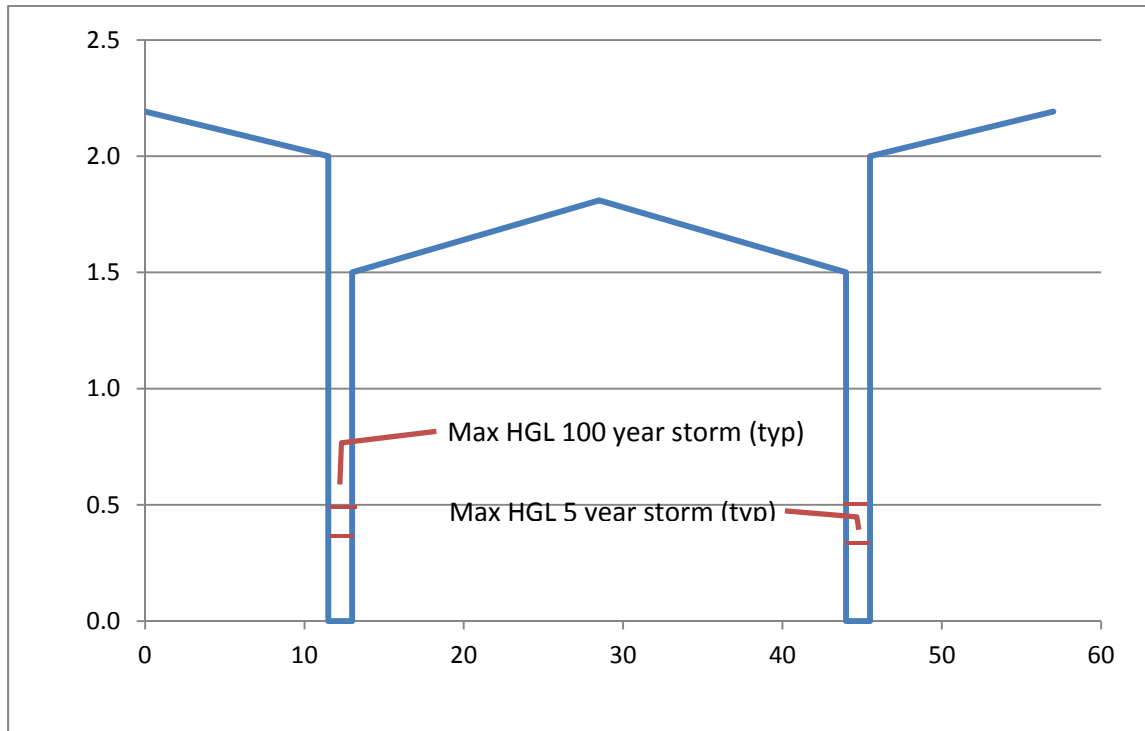


Modeled Street Cross Section Type 2A

Treewell Streets (Type 3)

These three street types have biofiltration treewells. Each biofiltration treewell is a precast concrete box with separate sections for stormwater pre-treatment and treewell planting medium. Located next to the curb approximately every 20 feet, the treewells provide temporary storage and infiltration. Street and sidewalk runoff is collected by permeable pavement in the parking lanes. The permeable pavement overflows to the treewells. Any flow in excess of the infiltration and storage capacity of the treewell will flow from treewell to treewell in either a below ground pipe, or above ground biogutter. At the end of the block, storm drains and culverts will convey the flow to the nearest swale.

Use of a continuous trench instead of individual boxes will be considered during the detailed design of Phase 1



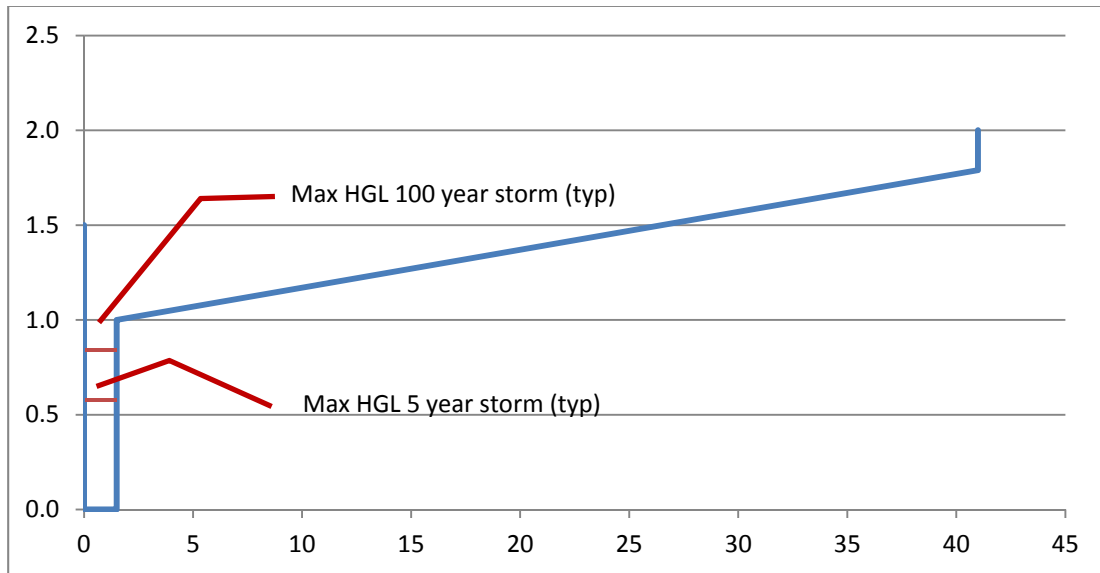
Modeled Street Cross Section Type 3

Alley Ways (Type 4)

The biogutters run north to south and function similarly to the bioswales but have vertical side walls thus providing less vegetation, and are narrower thus providing less infiltration. The biogutter on the west side of the Alley Ways will capture runoff from the roofs on the west side of the road. Sidewalk runoff will be captured and infiltrated by permeable pavement located in the street travel lane. Runoff from the rooftops on the east side of the road is directed to the ecoroof above the central

courtyard. Overflow from the permeable pavement and the courtyards will be directed to the biogutters.

Biogutters in the Alley Ways are 2.5 feet wide with vertical sidewalls and a total depth of 1 foot, above a 2 foot deep layer of bioretention soil and drain rock.

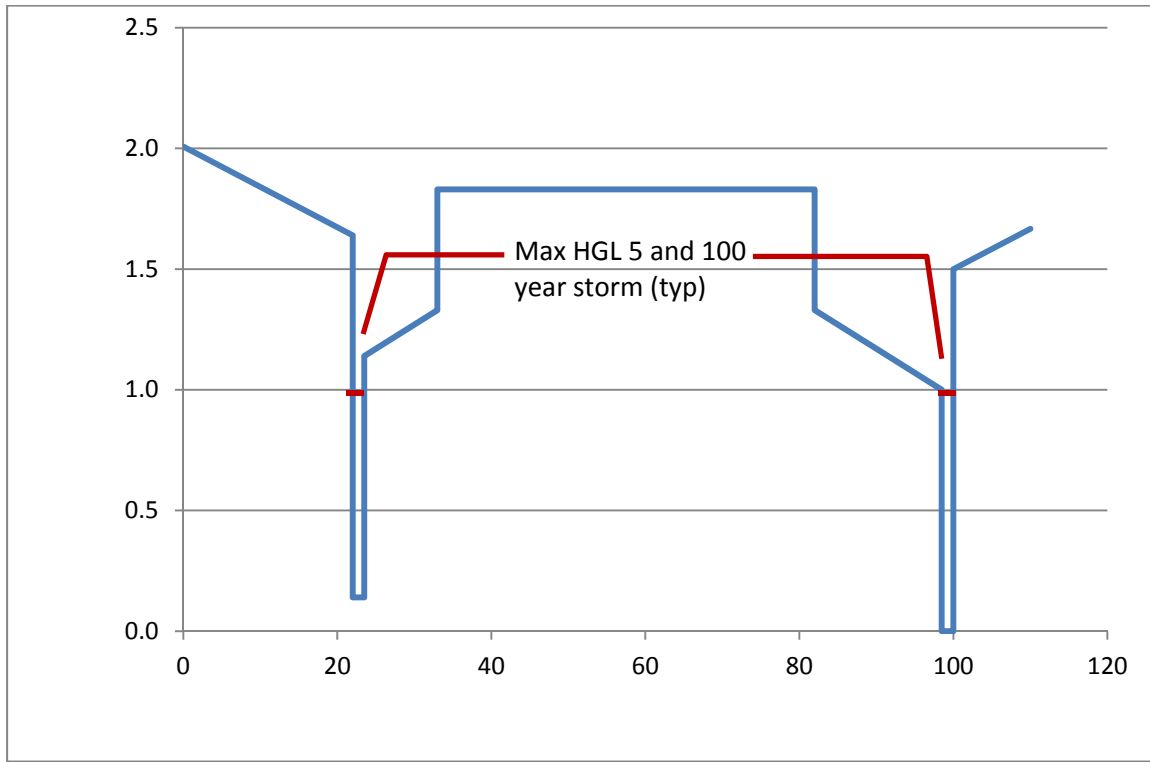


Modeled Street Cross Section Type 4

Font Boulevard South (Type 5)

Type 5 is along Font Blvd from Chumasero Drive to Gonzalez Drive is another street where there is no swale, and biofiltration treewells are used instead. Contrary to street types 3 discussed above, treewells in type 5 are only on one side of the street and receive flow from sidewalks and streets, both 100% impervious, plus overland flow, if any, from the 50 feet wide Muni strip, assumed to be

100% pervious. Similar to several of the East-West Streets, an additional storm drain or biogutter will be necessary to transport overflow from the treewells.



Modeled Street Cross Section Type 5

6. Model Results

Per the requirements of Appendix E, the model was run to predict offsite flows to the offsite, downstream combined sewer system for both the 2 year, 24 hour storm and the 5 year, 3 hour storm. These results are presented in the table below.

	2 year, 24 hour Storm		5 year, 3hour Storm	
	Peak Flow Rate (cfs)	Total Runoff Volume (cf)	Peak Flow Rate (cfs)	Total Runoff Volume (cf)
Existing Conditions	116	2,168,000	231	364,000
Phase 1	103	1,098,800	91	218,900
% Reduction	46	49	61	40

7. References

BKF Engineers. Parkmerced Infrastructure Report. June 23, 2011.

City and County of San Francisco, Planning Department. Final Environmental Impact Report. February 10, 2011.

Hydroconsult Engineers. DRAFT Preliminary Approach to Stormwater Management. December 20, 2010.

Parkmerced Development Agreement. Appendix E, Stormwater Systems Review Protocol for Parkmerced Development Agreement.

San Francisco Public Utilities Commission and the Port of San Francisco. Stormwater Design Guidelines. Prepared by Hydroconsult Engineers, Inc., Community Design and Architecture, and Sustainable Watershed Designs with the City and County of San Francisco. December 2009.

San Francisco Public Utilities Commission memo to Robert Rosania et al. SFPUC Preferred Stormwater Discharge Alternative. April 17, 2012.

State Water Resources Control Board, California. NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities. Order No. 2009-00009-DWQ, NPDES No. CAS000002. September 2, 2009. Sacramento, CA.

Treadwell & Rollo, Inc. 2010. December 2009 Percolation Tests for Parkmerced site. Letter to Seth Mallen, Direction of Construction Management, Stellar Management. March 21, 2010.

United States Environmental Protection Agency. Stormwater Modeling Alternatives for Demonstrating Compliance with Section 438 (memorandum).

United States Green Building Council, LEED-NC Version 2.2 Reference Guide. Third Edition. October, 2007.

Yates, Gus. Estimating and Measuring Evaporation from Lake Merced. Prepared for the City of Daly City, Department of Water and Wastewater Resources. September 2003.

APPENDIX B

First Source Hiring Agreement/ Equal Opportunity Employment Program

09 August 2013

FIRST SOURCE HIRING PROGRAM FOR CONSTRUCTION
and
EQUAL OPPORTUNITY EMPLOYMENT PROGRAM
between
CITY AND COUNTY OF SAN FRANCISCO
and
PARKMERCED INVESTORS PROPERTIES, LLC

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<u>Exhibit A: First Source Hiring Agreement</u> <u>Exhibit B: Form 1 - Citybuild Workforce Projection Form</u> <u>Exhibit C: Contractor Acknowledgement First Source Hiring Requirements</u> <u>Exhibit D: Form of First Source Consultant Hiring Contract</u> <u>Exhibit E: Professional Services: First Source Hiring Form</u> <u>Exhibit F: Consultant Acknowledgement of First Source Hiring Requirements</u> <u>Exhibit G: Tenants First Source Hiring Form</u> <u>Exhibit H: Tenant Lease Addendum</u> <u>Exhibit I: Tenant Acknowledgement of First Source Hiring Requirements</u>	

THIS FIRST SOURCE HIRING PROGRAM FOR CONSTRUCTION AND EQUAL OPPORTUNITY EMPLOYMENT PROGRAM (this "Agreement") is entered into as of , by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), acting by and through the Director of the Office of Economic and Workforce Development ("OEWD"), and PARKMERCED INVESTORS PROPERTIES, LLC, a Delaware limited liability company, its permitted successors and assigns ("Project Sponsor") (each, a "Party", collectively, the "Parties").

RECITALS

A. The City and Project Sponsor entered into a Development Agreement ("DA"), effective as of July 9, 2011, in which the City received or will receive certain public benefits and Project Sponsor received the vested right to develop the project as specifically defined in the DA (the "Project"). Capitalized terms not defined herein shall have the meaning provided in the DA.

B. The Project includes 5,679 net new dwelling units, 1,538 rent-controlled Replacement Units, 310,000 square feet of commercial space, 64,000 square feet of recreational/fitness center/community use, 100,000 square feet of building and property management use, 25,000 square feet of educational use, and net new off-street parking for up to 6,252 vehicles, all as set forth in the DA, at the following property: 3711 19th Avenue on Assessor's Blocks and Lots 7303 001, 7303 A 001, 7308 001, 7309 001, 7309 A 001, 7310 001, 7311 001, 7315 001, 7316 001, 7317 001, 7318 001, 7319 001, 7320 003, 7321 001, 7322 001, 7323 001, 7325 001, 7326 001, 7330 001, 7331 004, 7332 004, 7333 001, 7333 003, 7333 A 001, 7333 B 001, 7333 C 001, 7333 D 001, 7333 E 001, 7334 001, 7335 001, 7336 001, 7337 001, 7338 001, 7339 001, 7340 001, 7341 001, 7342 001, 7343 001, 7344 001, 7345 001, 7345 A 001, 7345 B 001, 7345 C 001, 7356 001, 7357 001, 7358 001, 7359 001, 7360 001, 7361 001, 7362 001, 7363 001, 7364 001, 7365 001, 7366 001, 7367 001, 7368 001, 7369 001, and 7370 001 (collectively, the "Site").

C. The Project shall be built in phases ("Development Phases") over approximately twenty (20) to thirty (30) years, and before each Development Phase Project Sponsor shall submit an application ("Development Phase Application") to the City's Planning Department (the "Planning Department") which will include the parcels to be developed, the amount of new residential and commercial square footage proposed, and such additional matters as set forth in the DA.

D. Pursuant to 28 U.S.C. 2901 et seq., the City's Office of Workforce and Economic Development ("OEWD") carries out the responsibilities of the local Workforce Investment Board for the geographic area of San Francisco, California. OEWD operates a First Source Hiring Program, as set forth in Chapter 83 of the City's Administrative Code ("Chapter 83"), to create employment opportunities for qualified Economically Disadvantaged Workers. Section 6.6.1 of the DA and Chapter 83 requires Project Sponsor to comply with all the provisions of Chapter 83 that apply to the DA, and to enter into a First Source Hiring Agreement.

E. Section 6.11 of the DA also requires that City and Project Sponsor negotiate and enter into an agreement for an Equal Opportunity and Employment Program, which is subject to

the approval of Developer, the OEWD Director and the Planning Director. The parties intend and agree that this Agreement shall satisfy the requirements of entering into a First Source Hiring Agreement under Section 6.6.1 of the DA and Chapter 83 and entering into an agreement for an Equal Opportunity and Employment Program under Section 6.11 of the DA. In implementing this Agreement, the OEWD Director shall work with CityBuild program ("CityBuild") staff and the Contract Management Division of the City Administrator's Office ("CMD"), as more particularly described below.

F. This Agreement shall be binding on and inure to the burden and benefit of all successor owners of any portion of the Site, and Project Sponsor shall assign and the successor owners shall assume the applicable provisions of this Agreement in writing at the time of any transfer. Upon Project Sponsor's valid transfer and assignment, Project Sponsor shall be relieved of all further obligations under this Agreement with respect to the transferred property.

NOW THEREFORE, incorporating the above recitals, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Project Sponsor covenant and agree as follows:

DEFINITIONS

"Business Day". Any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

"CityBuild Academy". An 18-week training program at the City College of San Francisco, that is jointly-sponsored by CityBuild, or any successor program designated by the OEWD Director.

"CityBuild Program". The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

"Commercial Tenant". A tenant of a commercial building located on the Project Site with the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer. Tenant shall not include any residential tenants or owner/operators of commercial businesses who are not tenants within the Project.

"Consultant". A person or company that has entered into a professional services contract for monetary consideration with Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural, or environmental engineering of the Project.

"Contractor". A person or company that has entered into a construction contract for monetary consideration with Project Sponsor to build or construct all or a portion of the Project.

"Economically Disadvantaged". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, et seq.), as may be amended

from time to time, or (b) designated as by the CityBuild Program as an individual at risk of relying upon, or returning to, public assistance.

“Entry Level Position”. A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years of training or specific preparation, and shall include temporary and permanent jobs. The types of Entry Level Positions that may be available include, but are not limited to, the following:

- (i) Administrative Assistant or Receptionist
- (ii) Maintenance Worker or Facilities Specialist
- (iii) Janitorial Service Worker
- (iv) Entry-level Technician
- (v) Customer Service Associate
- (vi) Clerk or Coordinator
- (vii) Transportation Worker
- (viii) Other entry-level architectural, engineering or professional service worker not requiring education above a high school diploma or certified equivalency, nor more than two (2) years of training or specific preparation.

“Job Notification”. Written notice of a job request from a Contractor to OEWD for any hiring opportunities.

“Local Business Enterprise (“LBE”)”. A business that is certified as an LBE by CMD under Chapter 14B of the San Francisco Administrative Code.

“Qualified”. An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the Job Availability Notices required under this Agreement for a specific job.

“Referral”. A referral is an individual member of the CityBuild Referral Program who has received training appropriate to entering the construction industry workforce.

1. GENERAL PROJECT SPONSOR OBLIGATIONS

1.1 Development Phase. Pursuant to Section 3.4.4 of the DA, prior to the commencement of each Development Phase, Project Sponsor will submit to the City Planning Department a Development Phase Application which includes the following: (i) an overall summary of the proposed Development Phase; (ii) a site plan that clearly indicates the parcels subject to the proposed Development Phase; (iii) the amount of new residential and commercial square footage and the number of net new units in the proposed Development Phase; (iv) the existing buildings that would be demolished in the proposed Development Phase; (v) the number of BMR and Replacement Units to be Completed during the proposed Development Phase; (vi) a description and approximate square footage of any land to be dedicated to the City or vacated by the City in the proposed Development Phase; (vii) a brief description of each proposed Community Improvement and Mitigation Measure to be Completed during the proposed Development Phase with specific references to the pages in the Parkmerced Plan Documents

containing detailed descriptions and schematic drawings of each improvement, and calculations showing that the Proportionality, Priority and Proximity Requirements of the Phasing Plan will be satisfied; and (viii) a general description of the proposed order of construction of the private development and Community Improvements within the proposed Development Phase. The Project Sponsor shall submit a copy of each such Development Phase Application to the Department of City Planning, CityBuild, and CMD pursuant to the Notice provisions herein.

1.2 Single Point of Contact. The person specified under Section 9 herein to receive Notice on behalf of the Project Sponsor shall represent the Project Sponsor's "Workforce Liaison" and shall represent the point of contact with CityBuild, OEWD, and CMD regarding the obligations of this Agreement.

1.3 Reporting: Annual Review. Pursuant to Section 56.17 of the Administrative Code as of the Effective Date of the DA, at the beginning of the second week of January each year (the "Annual Review Date"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. Not more than sixty (60) days and not less than forty-five (45) days prior to the Annual Review Date, Developer shall provide a letter to the Planning Director and the Parties of this Agreement containing evidence to show compliance with this Agreement. Such report shall include a summary of Project Sponsor's attainment of the LBE Participation Goals. Within forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer (consulting with CityBuild, OEWD, and CMD) and all other available evidence regarding Developer's compliance with this Agreement. CityBuild, OEWD, and CMD may each at their own discretion provide information to or contact the Planning Director regarding Developer's compliance with this Agreement. All such available evidence including final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement.

1.4 Owners and Residents of Residential Units. Notwithstanding anything contract in this Agreement, the owners or residents of the residential units in the Project shall have no obligations under this Agreement or any of its Exhibits.

2. FIRST SOURCE HIRING PROGRAM FOR CONSTRUCTION ACTIVITIES

2.1 Project Sponsor Obligations. After the Effective Date, the Project Sponsor shall include in each construction contract with a Contractor a provision requiring such Contractor to execute a First Source Hiring Agreement with the City in the form attached hereto as Exhibit A (with any substantive changes subject to the prior approval of the Parties) and (ii) complete and provide to the City the CityBuild Workforce Projection Form attached hereto as Exhibit B. Project Sponsor shall make good faith efforts to provide to OEWD the Contractor's signed acknowledgement of receipt of the First Source Hiring Agreement and CityBuild Workforce Projection Form attached hereto as Exhibit C within ten (10) business days of execution of such contract.

2.2 First Source Hiring Administration. CityBuild or successor City agency shall represent the First Source Hiring Administration as defined by Chapter 83 and shall provide

referrals of Qualified Economically Disadvantaged Workers for employment on the construction of the Project as required under Chapter 83.

3. FIRST SOURCE HIRING PROGRAM FOR PROFESSIONAL SERVICES

3.1 Project Sponsor Obligations. After the Effective Date, the Project Sponsor shall include in each professional services contract with a Consultant a provision requiring such Consultant to execute a First Source Hiring Agreement in a form attached hereto as Exhibit D (with any substantive changes subject to the prior approval of the Parties), and execute the Professional Services First Source Hiring Form, attached hereto as Exhibit E. Project Sponsor shall make good faith efforts to provide to City the Consultant's signed acknowledgement of receipt of the First Source Hiring Agreement and Professional Services First Source Hiring Form attached hereto as Exhibit F within ten (10) business days of execution of such contract.

3.2 First Source Hiring Administration. CityBuild or successor City agency shall represent the First Source Hiring Administration as defined by Chapter 83 and shall provide referrals of Qualified Economically Disadvantaged Workers for the Entry Level Positions with Consultants.

4. FIRST SOURCE HIRING PROGRAM FOR COMMERCIAL TENANTS

4.1 Agreements with Commercial Tenants. After the Effective Date, the Project Sponsor include in each Lease executed by and between the Project Sponsor and a Commercial Tenant a lease addendum in a form substantially similar to attached hereto as Exhibit G. For purposes of clarity, such requirement and the obligations of the First Source Hiring Program shall apply solely to Commercial Tenants of buildings constructed by the Project. Such lease addendum shall require that the Commercial Tenant execute the Tenants First Source Hiring Form, attached hereto as Exhibit H. Project Sponsor shall make good faith efforts to provide to OEWD the Consultant's signed acknowledgement of receipt of the First Source Hiring Agreement and Tenants First Source Hiring Form attached hereto as Exhibit I within ten (10) business days of execution of such Lease. The First Source Hiring Agreement attached hereto as Exhibit G may be amended from time to time by the mutual consent of the Project Sponsor and the City.

4.2 First Source Hiring Administration. CityBuild or successor City agency shall represent the First Source Hiring Administration as defined by Chapter 83 and shall provide referrals of Qualified Economically Disadvantaged Workers for the permanent jobs located within the commercial spaces of the Project.

5. ENFORCEMENT OF FIRST SOURCE HIRING AGREEMENT

5.1 First Source Hiring Agreement. This Agreement is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. As stated in Section 83.12(f) of the Administrative Code, so long as Project Sponsor fulfills its mandatory First Source Hiring Program obligations under Sections 1, 2.1, 3.1, and 4.1 of this Agreement, Project Sponsor shall be deemed to have fulfilled its obligations under Chapter 83 and shall not

be held responsible for the failure of a Contractor, subcontractor, Consultant, Commercial Tenant, or any other person or party to comply with the requirements of Chapter 83.

5.2 Prior to the initiation of any enforcement action or remedy under this Agreement, the Party claiming default shall deliver to the other Party a written notice of default (a "Notice of Default"). The Notice of Default shall specify the reasons for the allegation of default with reasonable specificity. If the alleged defaulting Party disputes the allegations in the Notice of Default, then that Party, within twenty-one (21) calendar days of receipt of the Notice of Default, shall deliver to the other Party a notice of non-default which sets forth with specificity the reasons that a default has not occurred. The Parties shall meet to discuss resolution of the alleged default. If, after good faith negotiation, the Parties fail to resolve the alleged default within thirty (30) calendar days after receipt of the notice of non-default, then the Party alleging a default may institute legal proceedings to enforce the terms of this Agreement. For any default relating to the First Source Hiring provisions of this Agreement, City shall have such rights and remedies as set forth in Chapter 83.

5.3 OEWD shall (1) advise Project Sponsor, in writing, of any alleged breach on the part of the Project Sponsor, Project's Contractors, Subcontractors or tenants with regard to participation in the First Source Hiring Program, and (2) work with Project Sponsor, Contractor, Subcontractors, and tenants as applicable, to create a corrective action plan to address any violations before seeking remedies against the party in breach, including but not limited to any assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. Project Sponsor shall make good faith efforts to assist City with City's enforcement of the any First Source Hiring Agreement against the applicable Contractor, Subcontractor or Commercial Tenant.

6. LOCAL BUSINESS UTILIZATION PLAN

6.1 Purpose. In connection with the design and construction of the Project, Project Sponsor desires to continue its strong history of community outreach designed to foster opportunities for disadvantaged businesses by voluntarily offering opportunities to CMD-Certified Local Business Enterprises.

6.2 LBE Participation Goal. Project Sponsor agrees to participate in a Local Business Enterprise Hiring Program, and CMD agrees to work with Project Sponsor in this effort, as set forth in this Section 6. As long as this Agreement remains in full force and effect, Project Sponsor shall make a good faith effort to ensure that at least fifteen percent (15%) of the cost of all Contracts for the Project are awarded to CMD Certified, Qualified LBEs (the "LBE Participation Goal"). If Project Sponsor, Consultants, and Contractors do not meet the LBE Participation Goal, they may nonetheless satisfy the requirements and obligations of this Agreement by satisfying the good faith obligations of Section 6.3 herein.

6.3 Good Faith Obligations. If Project Sponsor does not meet the LBE Participation Goal or is not meeting the LBE Participation Goal, it can satisfy the requirements of this Agreement by undertaking the following good faith obligations:

6.3.1 Designate a Workforce Liaison to work with CMD as required by Section 1.2 herein;

6.3.2 Notify CMD in writing of all upcoming Contracts at least five (5) business days before advertisement date and allow at least ten (10) business days before bids are due after such advertisement date;

6.3.3 If a pre-bid meeting or other similar meeting is held with proposed Contractors or Consultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization;

6.3.4 Make good faith efforts to enter Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs;

6.3.5 Use nondiscriminatory hiring criteria (for the purposes of clarity, Project Sponsor's exercise of its subjective aesthetic taste in hiring decisions for architects and other design professionals shall not be deemed discriminatory and (ii) Project Sponsor's exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory);

6.3.6 Include in each contract the requirements of this Section 6, including the LBE Participation Goal;

6.3.7 Maintain records of LBEs that are awarded contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD to identify a strategy to meet the LBE goal, and,

6.3.8 During construction, the Workforce Liaison shall prepare annual report of LBE Participation Goal attainment and submit to CMD as required by Section 1.3 herein.

6.4 CMD Obligations:

6.4.1 During the five (5) business day notification period for advertisement of upcoming Contracts required by Section 6.3.2 herein, CMD shall send Project Sponsor's notification to Certified LBEs to alert them to Project Sponsors upcoming Contracts.

6.4.2 Provide assistant to Project Sponsor on good faith outreach to LBEs.

6.4.3 Review annual report of LBE Participation Goal.

6.5 Meet and Confer Process: If requested by CMD or Project Sponsor, the other shall engage in an informal meet and confer process to assess compliance with the Local Business Utilization Plan.

7. STUDENT INTERNSHIP AND SCHOLARSHIP PROGRAM

7.1 Project Sponsor will make good faith efforts to establish internships in partnership with San Francisco State University ("SFSU"), City College of San Francisco ("CCSF") during active construction and/or design phases of the Project. Project Sponsor will provide no less than two (2) six-month internships per twelve (12) month period or equivalent during the design and construction phases of each Development Phase of the Project. In lieu of directly offering an internship within the offices of the Project Sponsor, Project Sponsor may satisfy the requirements of this Section 7 if the Contractors or Consultants employed by the Project Sponsor collectively provides no less than two (2) six-month internships per twelve (12) month period or equivalent during the design and construction phases of each Development Phase of the Project. Project Sponsor will also sponsor two (2) five-hundred dollar (\$500) scholarships per year to SFSU and CCSF students enrolled in MEP, Engineering and Architectural coursework. As part of its annual reporting required by Section 1.3 herein, Project Sponsor will report on the internships and scholarships provided to OEWD.

8. NOTICES

8.1 All notices ("Notice" or "Notices") to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to City:

for First Source Hiring matters:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Pat Mulligan, CityBuild Director
pat.mulligan@sfgov.org

and for matters other than First Source Hiring:

Contract Monitoring Division
Attn: LBE, Parkmerced
30 Van Ness Avenue, Suite 200
San Francisco, CA 94102

Todd Rufo, OEWD
City Hall, Rm. 448
San Francisco, CA 94102

If to Project Sponsor:

Seth Mallen
Parkmerced
3711 Nineteenth Avenue
San Francisco, California 94132

Constantine M. Dakolias
Fortress Credit Corp.
1345 Avenue of the Americas
46th Floor
New York, NY 10105

8.2 Any party may change its address or contact person for notice purposes by giving the other parties notice of its new address as provided herein.

8.3 Notwithstanding the forgoing, any Job Notification or any other reports required of Project Sponsor under this Agreement (collectively, "Project Sponsor Reports") shall be delivered to the address of OEWD pursuant to this Section via first class mail, postage paid or via email, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail, or upon transmission via email, in accordance with this Subsection; provided, however, that any notice of default under this Agreement must be given in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid.

8.4 Upon execution of a contract, the executing Contractor, Consultant, or Commercial Tenant shall provide the OEWD, CityBuild, and/or CMD as applicable with its notice address for notices delivered pursuant to this Agreement.

9. ENTIRE AGREEMENT

9.1 This Agreement and the DA contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

10. TERM

10.1 This Agreement shall take effect on upon execution and delivery shall continue in full force and effect until the termination of the DA, , with the exception of the end-use commercial lease obligations which shall run with the specific terms of the applicable leases. Without limiting the foregoing, obligations that apply to a specific First Source Hiring Agreement shall cease once the applicable Contractor and/or Consultant has performed all of the construction or professional services required under the applicable contract with Project Sponsor or that contract has otherwise been terminated(subject to any obligations, such as reporting requirements, that explicitly survive completion of the work).

11. SEVERABILITY

11.1 If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12. COUNTERPARTS

12.1 This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

13. SUCCESSORS

13.1 This Agreement shall be binding on and inure to the burden and benefit of all successor owners of any portion of the Site on which commercial space of more than 25,000 square feet or a residential building of more than 10 units may be constructed pursuant to the terms of the DA, and Project Sponsor shall assign and the successor owners shall assume the applicable provisions of this Agreement in writing at the time of any transfer. Upon Project Sponsor's valid transfer and assignment, Project Sponsor shall be relieved of all further obligations under this Agreement with respect to the transferred property.

14. HEADINGS

14.1 Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

15. GOVERNING LAW

15.1 This Agreement shall be governed and construed by the laws of the State of California.

16. RELATIONSHIP OF PARTIES

16.1 It is specifically understood and agreed by the parties that the development of the Projects is a private development. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between Project Sponsor and the City and County of San Francisco. This Agreement and its terms shall not operate or be construed as a "contract" between Project Sponsor and the City and County of San Francisco within the meaning of Chapter 83 of the San Francisco Administrative Code, nor shall this Agreement or its terms operate or be construed to make Project Sponsor a "Contractor" within the meaning of Chapter 83 of the San Francisco Administrative Code.

17. NO OBLIGATIONS TO THIRD PARTY

17.1 This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity that is not a party hereto, and no action to enforce the terms of this Agreement may be brought against either party by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

**City and County of San Francisco, a
municipal corporation**

Parkmerced Investors Properties, LLC

By: 
Todd Rufo, Director Office of Economic &
Workforce Development

By: _____

Its: _____

Date: 8/9/13

Date: _____

CONSENT:

**City and County of San Francisco, a
municipal corporation**

By: 
John Rahaim, Director, Planning Department

Date: 8/9/13

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 
Charles Sullivan, Deputy City Attorney

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

**City and County of San Francisco, a
municipal corporation**

Parkmerced Investors Properties, LLC

By: _____
Todd Rufo, Director Office of Economic &
Workforce Development

By: _____
Constantine M. Dakolias
Its: President

Date: _____

Date: _____

CONSENT:

**City and County of San Francisco, a
municipal corporation**

By: _____
John Rahaim, Director, Planning Department

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

EXHIBIT A: FIRST SOURCE HIRING AGREEMENT

This First Source Hiring Agreement (this "Agreement"), is made as of _____, by and between _____, the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor _____ ("Contractor") (each, a "Party", collectively, the "Parties"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the Parkmerced Project, located at 3711 19th Avenue on Assessor's Blocks and Lots 7303 001, 7303 A 001, 7308 001, 7309 001, 7309 A 001, 7310 001, 7311 001, 7315 001, 7316 001, 7317 001, 7318 001, 7319 001, 7320 003, 7321 001, 7322 001, 7323 001, 7325 001, 7326 001, 7330 001, 7331 004, 7332 004, 7333 001, 7333 003, 7333 A 001, 7333 B 001, 7333 C 001, 7333 D 001, 7333 E 001, 7334 001, 7335 001, 7336 001, 7337 001, 7338 001, 7339 001, 7340 001, 7341 001, 7342 001, 7343 001, 7344 001, 7345 001, 7345 A 001, 7345 B 001, 7345 C 001, 7356 001, 7357 001, 7358 001, 7359 001, 7360 001, 7361 001, 7362 001, 7363 001, 7364 001, 7365 001, 7366 001, 7367 001, 7368 001, 7369 001, and 7370 001 (collectively, the "Site");

WHEREAS, the Project shall be built in phases ("Development Phases") over approximately twenty (20) to thirty (30) years, and before each Development Phase Project Sponsor shall submit an application ("Development Phase Application") to the City's Planning Department (the "Planning Department") which will include the parcels to be developed, the amount of new residential and commercial square footage proposed, and such additional matters as set forth in the DA;

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

DEFINITIONS

"Applicant". An individual who has (a) completed and submitted an application via the approved application process; (b) applied for a specific job; and (c) met the minimum qualifications established for the job applied for.

"Entry Level Position". An Entry Level Position for which Contractor is seeking to a part time or full time employee to fill.

"Business Day". Any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

“Candidate”. An individual who is interested in a position, but has not satisfied the definition of an “Applicant,” as defined herein.

“CityBuild Academy”. An 18-week training program at the City College of San Francisco, that is jointly-sponsored by CityBuild, or any successor program designated by the OEWD Director.

“CityBuild Program”. The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

“Contractor”. A person or company that has entered into a construction contract for monetary consideration with Project Sponsor to build or construct all or a portion of the Project.

“Core Workforce”. Any and all workers who appear on a Contractor’s or Subcontractor’s payroll for at least 60 days of the 100 working days before the award of the Contract.

“Economically Disadvantaged Worker”. An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, et seq.), as may be amended from time to time, or (b) designated as by the CityBuild Program as an individual at risk of relying upon or returning to public assistance.

“Eligible Individual”. An individual who is either: (a) eligible to participate in a program authorized by the Workforce Investment Act of 1998, 1998 PL 105-220 (HR 1385), as determined by the San Francisco Workforce Investment Board (WISF) and the OEWD; or (b) designated as “economically disadvantaged” by the First Source Hiring Administration, meaning an individual who is at risk of relying upon, or returning to, public assistance, including unemployment insurance.

“Entry Level Position”. A non-construction, non-managerial and non-supervisory position that requires neither education above a high school diploma or certified equivalency, nor more than two (2) years of training or specific preparation. The types of Entry Level Positions that may be available include, but are not limited to, the following:

- (i) Administrative Assistant or Receptionist
- (ii) Maintenance Worker or Facilities Specialist
- (iii) Janitorial Service Worker
- (iv) Entry-level Technician
- (v) Customer Service Associate
- (vi) Clerk or Coordinator
- (vii) Transportation Worker
- (viii) Other entry-level architectural, engineering or professional service worker not requiring education above a high school diploma or certified equivalency, nor more than two (2) years of training or specific preparation.

“Job Notification”. Written notice of a job request from a Contractor and Subcontractors to CityBuild for any hiring opportunities.

“New Hire”. A “New Hire” is any worker who is not a member of a Core or Existing Workforce.

“Project Sponsor” is Parkmerced Investors Properties LLC, and its successors and assigns.

“Qualified”. An individual who meets the minimum bona fide occupational qualifications for a specific job.

“Qualifying Subcontractor”. A person or entity that has a direct construction contract (a “Subcontract”) in excess of Three Hundred Thousand Dollars (\$300,000) with a Contractor to build or construct all or a portion of the Project.

“Referral”. A referral is an individual member of the CityBuild Referral Program who has received training appropriate to entering the construction industry workforce.

“System Referrals”. Referrals by CityBuild of Qualified Economically Disadvantaged Workers for Entry Level Positions with a Contractor or Subcontractor.

“System”. The San Francisco Workforce Development System established by the City, and managed by OEWD, for maintaining (1) a pool of Qualified Economically Disadvantaged Workers, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring requirements under Chapter 83. Under this Agreement, CityBuild will act as the representative of the System.

1. CONTRACTOR GOALS.

1.1 Contractor shall make to make good faith efforts to achieve the goals set forth below, subject to the conditions and exceptions of this Agreement, including but not limited to Section 2.4.12 and Section 2.4.13 herein related to existing employment agreements and collective bargaining agreements:

1.1.1 With respect to new Entry-Level Positions for administrative and engineering internship candidates, a Contractor and Qualifying Subcontractor shall make good faith efforts to fill a minimum of fifty percent (50%) of such new Entry-Level Positions with System Referrals.

1.1.2 With respect to New Hires for union journeymen and apprentices, a Contractor and Qualifying Subcontractor shall make good faith efforts to fill a minimum of fifty percent (50%) of Hiring Opportunities with System Referrals.

1.1.3 Contractor and Qualifying Subcontractor will follow the State of California’s Department of Industrial Relations Apprenticeship Standards, as required by state law. Unless otherwise permitted by law, Apprentices must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration,

Bureau of Apprenticeship and Training, or the California Department of Industrial Relations, Division of Apprenticeship Standards

1.1.4 Contractor and Qualifying Subcontractor will support the CityBuild Academy Pre-apprenticeship training program by sponsoring referrals from the program into State certified apprenticeship programs as permitted under existing collective bargaining agreements.

2. PROGRAM ADMINISTRATION

2.1 Contract Start Notice. At least fifteen (15) days before start of work under the Contract or as soon as reasonably possible, Contractor and/or Qualifying Subcontractor shall complete the CityBuild Workforce Projection Form attached hereto and submit such form to CityBuild. Contractor and/or Qualifying Subcontractor, in coordination with the Prime Contractor, must meet with CityBuild representatives at least three (3) days before the start of work under the contract or as soon as reasonably possible to review and discuss CityBuild Workforce projection forms and hiring protocols.

2.2 Job Notification. Contractor and Qualifying Subcontractor shall deliver to CityBuild a Job Notification in a timely manner (i.e., at least three business days in advance) for any Available Entry Level Positions and apprentice positions as such position becomes available. Contractor and Qualifying Subcontractor may simultaneously contact applicable trade unions about the position as required by any existing collective bargaining agreements.

2.3 Review of System Referrals; Contractor Retains Discretion Regarding Hiring Decisions. Contractor and Qualifying Subcontractor shall (i) provide CityBuild three (3) business days to provide System Referrals to Contractor and such Qualifying Subcontractor, (ii) give good faith consideration to a reasonable number of Qualified System Referrals, (iii) review the resumes of such Qualified System Referrals, and (iv) conduct interviews with Qualified System Referrals in accordance with the non-discrimination provisions of this Agreement. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion in hiring decisions with respect to System Referrals or other job applicants.

2.4 Feedback Regarding System Referrals. Contractor and/or Qualifying Subcontractor shall solely be required to respond verbally by telephone to questions from CityBuild regarding the decision to hire or not to hire System Referrals; provided, however, that if CityBuild reasonably determines that Contractor and/or Qualifying Subcontractor has breached the requirements of this Agreement, Contractor and/or Qualifying Subcontractor shall be required to provide written comments on System Referrals.

2.5 Hiring Notification. Contractor and/or Qualifying Subcontractor shall provide timely notification to CityBuild of the hiring of individuals for Entry Level positions and apprentice positions, and other positions subject to this Agreement. This Hiring Notification will include the identity of the hired individual; provided, however, that with respect to non-System Referrals, Contractor and/or Qualifying Subcontractor's notification shall only be required to include the hired individual's name, zip code, source of hire, date of hire, and position.

2.6 Layoff Notification. In the event of the firing/layoff of any CityBuild graduate or System Referral, Contractor and/or Qualifying Subcontractor must notify CityBuild staff within two (2) business days of the decision and provide justification for the firing or layoff. CityBuild requests that Contractor and/or Qualifying Subcontractor make good faith efforts to notify CityBuild as soon as any issue arises with a CityBuild graduate in order to remedy the situation before termination becomes necessary.

2.7 Communication. Contractor and each Qualifying Subcontractor shall communicate via email, telephone, or in person as reasonable with CityBuild representatives to review and discuss Contractor and/or Qualifying Subcontractor's local hiring obligations under this Agreement.

2.8 Record Keeping. Contractor and each Qualifying Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of work under the Contract, (i) certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on the Project, and (ii) accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of this Agreement as they relate to applicants, job offers, hires, and rejected applicants, as well as records of any New Hire whom Contractor and/or Qualifying Subcontractor believes meets the First Source Hiring criteria. All records described in this subsection shall at all reasonable business hours be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of OEWD and CityBuild, including any such records maintained using an electronic Project Reporting System.

2.9 Reporting. Contractor and each Qualifying Subcontractor shall submit completed reporting form drafted and provided by CityBuild quarterly to CityBuild by mail, or, as available, through an electronic Project Reporting System.

2.10 CityBuild Workforce Hiring Plan. For Contracts with a value exceeding One Million Dollars (\$1,000,000), Contractor will make good faith efforts to negotiate and execute a CityBuild Workforce Hiring Plan with CityBuild in a form substantially similar to that attached hereto as Exhibit A. The purpose of such Workforce Hiring Plan is to identify (i) Contractor's number of Core Workforce employees by trade, (ii) the peak number of employees projected to be required by Contractor during the course of the Contract by trade, and (iii) the efforts that will be made by Contractor to meet the First Source hiring goals of this Agreement. Prior to the commencement of such negotiation, such Contractor will provide commercially reasonable documentation of its Core Workforce.

2.11 Contractor's Good Faith Effort to Comply with Its Obligations Hereunder. Contractor and/or Qualifying Subcontractor shall make good faith efforts to comply with the requirements of this Agreement. Contractor and/or Qualifying Subcontractor's failure to meet the requirements of this Agreement does not impute "bad faith." Upon Contractor and/or Qualifying Subcontractor's failure to meet the requirements set forth in this Agreement, OEWD may institute a review of Contractor's efforts to comply with this Agreement.

2.12 Compliance with Collective Bargaining Agreements. Nothing in this Agreement shall amend, supercede, or otherwise affect the terms of any collective bargaining agreement,

project labor agreement, consent decree, or other labor agreement ("Collective Bargaining Agreements") entered into by Project Sponsor, Contractor, and/or Qualified Subcontractor, and a labor union before or during any portion of the Project. Contractor and/or Qualified Subcontractor shall make good faith efforts, subject to the terms of such collective bargaining agreements, to conduct the following activities:

2.12.1 Contractor shall notify the appropriate union(s) of the Contractor's obligations under this Agreement and request assistance from the union(s) in referring Qualified applicants for the Available Entry Level Position(s), to the extent such referral can conform to the requirements of the collective bargaining agreement(s).

2.12.2 Contractor shall use "name call" privileges, in accordance with the terms of the applicable collective bargaining agreement(s), to seek Qualified applicants from the System for the Available Entry Level Position(s).

2.12.3 Contractor shall sponsor Qualified apprenticeship applicants, referred through the System, for applicable union membership.

2.13 Compliance with Existing Employment Agreements Other Than Collective Bargaining Agreements. Nothing in this Agreement shall be interpreted to prohibit the continuation of any existing workforce training agreements or employment contracts existing before the Effective Date and approval of the first Development Phase Application for the Project. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement, Contractor and/or Qualifying Subcontractor shall promptly inform CityBuild of any such conflicts as soon as it becomes aware of same. The parties agree to work in good faith to seek alternatives or variations, to maintain the benefit of the bargain of this Agreement. Nothing in this Section shall apply to Collective Bargaining Agreements, which are subject to the provisions of Section 2.4.12 herein.

2.14 Exception for Essential Functions. Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business.

2.15 First Source Hiring Administration. CityBuild or successor City agency shall represent the First Source Hiring Administration and will provide referrals of Qualified Economically Disadvantaged Workers for employment on the construction of the Project as required under Chapter 83. The First Source Hiring Program will also provide referrals of Qualified Economically Disadvantaged Workers for the permanent jobs located within the commercial space of the Project.

3. SUBCONTRACTORS

3.1 After the Effective Date and after approval of the each Development Phase Application for the Project, Contractor shall include in each contract in excess of Three Hundred Thousand Dollars (\$300,000) for work to be conducted pursuant to such Development Phase Application executed with a Qualifying Subcontractor a provision requiring such Qualifying

Subcontractor to execute a First Source Hiring Agreement in a form substantially similar as attached hereto as Exhibit A and a CityBuild Workforce Projection Form attached hereto as Exhibit B. Contractor shall make good faith efforts to provide to OEWD the Qualifying Subcontractor's signed acknowledgement of receipt of the First Source Hiring Agreement and CityBuild Workforce Projection Form attached hereto as Exhibit C within ten (10) business days of execution of such contract. Contractors shall have no other obligations with respect to Qualifying Subcontractors, and shall not be liable for the failure of their Qualifying Subcontractors or other subcontractors to meet the requirements of the First Source Hiring Agreement.

4. ENFORCEMENT AND REMEDIES

This Agreement is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. So long as Contractor and/or Qualifying Subcontractor fulfills its obligations under this Agreement, Contractor shall be deemed to have fulfilled its obligations under Chapter 83 of the Administrative Code.

Prior to the initiation of any enforcement action or remedy under this Agreement, the Party claiming default shall deliver to the other Party a written notice of default (a "Notice of Default"). The Notice of Default shall specify the reasons for the allegation of default with reasonable specificity. If the alleged defaulting Party disputes the allegations in the Notice of Default, then that Party, within twenty-one (21) calendar days of receipt of the Notice of Default, shall deliver to the other Party a notice of non-default which sets forth with specificity the reasons that a default has not occurred. The Parties shall meet to discuss resolution of the alleged default. If, after good faith negotiation, the Parties fail to resolve the alleged default within thirty (30) calendar days, then the Party alleging a default may institute legal proceedings pursuant to enforce the terms of this Agreement. The sole remedies and enforcement process for violation of the requirements of this Agreement are as provided in Section 83.12 of the Administrative Code. As stated in Section 83.12(f) of the Administrative Code, if Contractor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a Contractor, subcontractor, or tenant to comply with the requirements of Chapter 83.

5. NOTICE

All notices ("Notice" or "Notices") to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to City:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103

Attn: Ken Nim, Compliance Manager
ken.nim@sfgov.org

If to Contractor:

5.1 Any party may change its address or contact person for notice purposes by giving the other parties notice of its new address as provided herein.

5.2 Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of OEWD pursuant to this Section 5 via first class mail, postage paid or via email, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail, or upon transmission via email, in accordance with this Subsection; provided, however, that any notice of default under this Agreement must be given in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid.

5.3 Upon execution of a contract with a Qualifying Subcontractor, the executing Contractor shall provide the OEWD, CityBuild, and/or CMD as applicable with its notice address for notices delivered pursuant to this Agreement.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

7. TERM

This Agreement shall take effect on upon execution and delivery shall continue in full force and effect until completion work required by the contract.

8. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

9. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

10. HEADINGS

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

11. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the State of California.

12. RELATIONSHIP OF PARTIES

It is specifically understood and agreed by the parties that the development of the Projects is a private development. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between Contractor and the City and County of San Francisco. This Agreement and its terms shall not operate or be construed as a "contract" between Contractor and the City and County of San Francisco within the meaning of Chapter 83 of the San Francisco Administrative Code, nor shall this Agreement or its terms operate or be construed to make Contractor a "Contractor" within the meaning of Chapter 83 of the San Francisco Administrative Code.

13. NO OBLIGATIONS TO THIRD PARTY

This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity that is not a party hereto, and no action to enforce the terms of this Agreement may be brought against either party by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

**City and County of San Francisco, a
municipal corporation**

Contractor

By: _____
Office of Economic & Workforce
Development

By: _____

Its: _____

Date: _____

Date: _____



EXHIBIT B: FORM 1 - CITYBUILD WORKFORCE PROJECTION FORM

Instructions

- The Prime Contractor must complete and submit Form 1 within 30 days of award of contract.
- All subcontractors with contracts in excess of \$100,000 must complete Form 1 and submit to the Prime Contractor within 30 days of award of contract.
- The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.
- It is the Prime Contractor's responsibility to ensure the CityBuild Program receives completed Form 1's from all subcontractors in the specified time and keep a record of these forms in a compliance binder at the project jobsite.
- All contractors and subcontractors are required to attend a preconstruction meeting with CityBuild staff.

Construction Project Name: _____	Construction Project Address: _____
Projected Start Date: _____	Contract Duration: _____ (calendar days)
Company Name: _____	Company Address: _____
Main Contact Name: _____	Main Phone Number: _____
Main Contact Email : _____	
Name of Person with Hiring Authority: _____	Hiring Authority Phone Number: _____
Hiring Authority Email: _____	

_____ Name of Authorized Representative	_____ Signature of Authorized Representative*	_____ Date
--	--	---------------

**By signing this form, the company agrees to participate in the CityBuild Program and comply with the provisions of the First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Table 1: Briefly summarize your contracted or subcontracted scope of work

--

Table 2: Complete on the following page

List the construction trade crafts that are projected to perform work. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.

Total Number of Workers on the Project: The total number of workers projected to work on the project per construction trade. This number will include existing workers and New Hires. For union contractors this total will also include union dispatches.

Total Number of New Hires: List the projected number of New Hires that will be employed on the project. For union contractors, New Hires will also include union dispatches.

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			
	J A	Y N			

Table 3: List your core or existing employees projected to work on the project

Please provide information on your projected core or existing employees that will perform work on the jobsite.

"Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		
		J A		

FOR CITY USE ONLY: CityBuild Staff: _____

Approved: Yes ☐ No ☐

Date: _____

Reason: _____

EXHIBIT C:
CONTRACTOR ACKNOWLEDGEMENT FIRST SOURCE HIRING REQUIREMENTS

Pursuant to the provisions of Section ____ of the Contract of Services by and between Parkmerced Investors Properties LLC and _____ ("Contractor"), dated _____, Contractor acknowledges that Contractor is obligated by the Contract of Services to execute the First Source Hiring Agreement and CityBuild Workforce Project Form attached hereto. Contractor hereby acknowledges that, as a condition of its services, Contractor is obligated to participate in San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code, in the manner more specifically detailed in the attached First Source Hiring Agreement.

Dated: _____

ACKNOWLEDGED
Contractor

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

By: _____
Its: _____
Title: _____
Date: _____

**EXHIBIT D:
FORM OF FIRST SOURCE CONSULTANT HIRING CONTRACT**

This First Source Hiring Agreement (this "Agreement"), is made as of _____, by and between _____, the First Source Hiring Administration, (the "FSHA"), and the undersigned consultant _____ ("Consultant") (each, a "Party", collectively, the "Parties"):

RECITALS

WHEREAS, Consultant has executed or will execute an agreement (the "Contract") to provide [design, engineering, architectural] consulting services related to the design and/or construction of the Parkmerced Project, located at 3711 19th Avenue on Assessor's Blocks and Lots 7303 001, 7303 A 001, 7308 001, 7309 001, 7309 A 001, 7310 001, 7311 001, 7315 001, 7316 001, 7317 001, 7318 001, 7319 001, 7320 003, 7321 001, 7322 001, 7323 001, 7325 001, 7326 001, 7330 001, 7331 004, 7332 004, 7333 001, 7333 003, 7333 A 001, 7333 B 001, 7333 C 001, 7333 D 001, 7333 E 001, 7334 001, 7335 001, 7336 001, 7337 001, 7338 001, 7339 001, 7340 001, 7341 001, 7342 001, 7343 001, 7344 001, 7345 001, 7345 A 001, 7345 B 001, 7345 C 001, 7356 001, 7357 001, 7358 001, 7359 001, 7360 001, 7361 001, 7362 001, 7363 001, 7364 001, 7365 001, 7366 001, 7367 001, 7368 001, 7369 001, and 7370 001 (collectively, the "Site");

WHEREAS, the Project shall be built in phases ("Development Phases") over approximately twenty (20) to thirty (30) years, and before each Development Phase Project Sponsor shall submit an application ("Development Phase Application") to the City's Planning Department (the "Planning Department") which will include the parcels to be developed, the amount of new residential and commercial square footage proposed, and such additional matters as set forth in the DA;

WHEREAS, as a material part of the consideration given by Consultant under the Contract, Consultant has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

1. DEFINITIONS

"Available Entry Level Position". An Entry Level Position for which Consultant is seeking to a part time or full time employee to fill.

"CityBuild Program". The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

"Consultant". Consultant contracted to perform professional services work for the development of the Project.

"Economically Disadvantaged Worker". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, et seq.), as may be amended from time to time, or (b) designated as by the CityBuild Program as an individual at risk of relying upon or returning to public assistance.

"Entry Level Position". Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent and intern positions. Trainee positions are considered Entry Level Positions.

"System Referrals". Referrals by CityBuild of Qualified Economically Disadvantaged Workers for Entry Level Positions.

"System". The San Francisco Workforce Development System established by the City, and managed by OEWD, for maintaining (1) a pool of Economically Disadvantaged Worker, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring requirements under Chapter 83. Under this Agreement, CityBuild will act as the representative of the System.

"Trainee". Either an (i) Economically Disadvantaged Worker who is a member of the CityBuild Program and has been identified by CityBuild staff as having the appropriate training, employment background and skill sets for a Consultant specified Entry Level Position or (ii) a undergraduate student at San Francisco State University ("SFSU") or City College of San Francisco ("CCSF"). Trainees do not require a college degree.

2. CONSULTANT OBLIGATIONS

2.1 Within 30 days of award of the Contract, Consultant shall complete, sign and submit this Agreement and the Professional Services First Source Hiring Form, attached hereto as Exhibit B.

3. HIRING GOALS

3.1 Hiring Goals. Consultant agrees to make good faith efforts and work with CityBuild to hire new Trainees in the area of the Consultant's expertise. Consultant's obligation to consider hiring a Trainee arises solely if Consultant has an Available Entry Level Position.

3.2 Purpose. The intent of hiring Trainees is to provide Economically Disadvantaged Workers technical training and job opportunities in a professional environment. The Trainee must be hired in a discipline related to technical services or meaningful support for the Consultant.

4. PROGRAM IMPLEMENTATION

4.1 Job Notification. Consultant shall provide timely Notice to CityBuild for any Available Entry Level Positions as such position becomes available.

4.2 Review of System Referrals. Consultant shall (i) provide CityBuild three (3) business days to provide System Referrals to Consultant, and (ii) give good faith consideration to a reasonable number of Qualified System Referrals within fourteen (14) business days of Consultant's Notice to CityBuild for any Available Entry Level Positions as required by Section 3.1 herein.

4.3 Consultant Retains Discretion Regarding Hiring Decisions. Consultant must consider all Trainees fairly, equally and comply with the non-discrimination provisions pursuant to local, state and federal laws. The final decision to hire a Trainee shall be made by Consultant. Consultant shall make good faith efforts to hire Trainees referred by the CityBuild Program. Consultant may decline to hire a Trainee if Consultant considers the Trainee in good faith but deems the Trainee is not qualified.

5. TERMS OF TRAINEE EMPLOYMENT.

5.1 If Consultant hires a Trainee as a result of the process described in Section 3 herein, Consultant shall employ such Trainee based on the following terms:

5.1.1 Consultant shall hire the Trainee on a full-time basis or on a part-time basis, offering Trainee on the job training, which allows the Trainee to progress on a career path.

5.1.2 Trainee shall be hired as regular employees of the firm and shall receive any benefits that they may be entitled to under State labor laws.

5.1.3 Consultant may hire Trainee for the duration of the Contract and may utilize Trainees on other contracts it has within the San Francisco Bay Area

5.1.4 Consultant may replace Trainee if there is commercially reasonable documentation demonstrating the Trainee did not perform the job requirements at a satisfactory level.

5.1.5 Consultant shall provide the necessary tools and office equipment (i.e., computers, desks and chairs) for Trainee to perform the assigned duties.

5.1.6 Consultant shall provide travel costs if the Trainee has to travel fifty (50) miles or more from his/her assigned work site for the purposes of the scope of work under Consultant's contract.

5.1.7 Consultant shall design a training program for the Trainee. The program shall include, but not limited to company's personnel policy and procedures manual, benefit package, duties and responsibilities.

5.1.8 Consultant shall permit CityBuild staff to interview regular employees and Trainee for a commercial reasonable amount of time during working hours, provided that the date and time of such interviews shall be scheduled at Consultant's commercially reasonable discretion.

5.1.9 Quarterly Report. Consultant shall submit to the CityBuild Program a Quarterly report on the status of any hired Trainees. Consultant shall designate a representative ("Consultant Representative") to monitor all employment-related activity and be the main contact for CityBuild staff. The Consultant Representative must have hiring authority. Consultant shall maintain a compliance binder which shall include copies of all documentation and records supporting good faith efforts toward the requirements set forth under this Agreement.

6. TERM.

6.1 The obligations of Consultant, as set forth in this Agreement, shall remain in effect until completion of all work to be performed by Consultant under the terms and conditions of the Contract.

7. ENFORCEMENT AND REMEDIES

7.1 This Agreement is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. So long as Consultant fulfills its obligations under this Agreement, Consultant shall be deemed to have fulfilled its obligations under Chapter 83 of the Administrative Code.

7.2 Prior to the initiation of any enforcement action or remedy under this Agreement, the Party claiming default shall deliver to the other Party a written notice of default (a "Notice of Default"). The Notice of Default shall specify the reasons for the allegation of default with reasonable specificity. If the alleged defaulting Party disputes the allegations in the Notice of Default, then that Party, within twenty-one (21) calendar days of receipt of the Notice of Default, shall deliver to the other Party a notice of non-default which sets forth with specificity the reasons that a default has not occurred. The Parties shall meet to discuss resolution of the alleged default. If, after good faith negotiation, the Parties fail to resolve the alleged default within thirty (30) calendar days, then the Party alleging a default may institute legal proceedings pursuant to enforce the terms of this Agreement.

8. NOTICES

8.1 All notices ("Notice" or "Notices") to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to City:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager
ken.nim@sfgov.org

If to Consultant:

8.2 Any party may change its address or contact person for notice purposes by giving the other parties notice of its new address as provided herein.

8.3 Notwithstanding the forgoing, any Job Notification or any other reports required of Consultant under this Agreement (collectively, "Consultant Reports") shall be delivered to the address of OEWD pursuant to this Section via first class mail, postage paid or via email, and such Consultant Reports shall be deemed delivered two (2) business days after deposit in the mail, or upon transmission via email, in accordance with this Subsection; provided, however, that any notice of default under this Agreement must be given in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid.

9. ENTIRE AGREEMENT

9.1 This Agreement contains the entire agreement between the Parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

10. SEVERABILITY

10.1 If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

11. COUNTERPARTS

11.1 This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

12. HEADINGS

12.1 Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

13. GOVERNING LAW

13.1 This Agreement shall be governed and construed by the laws of the State of California.

14. RELATIONSHIP OF PARTIES

14.1 It is specifically understood and agreed by the parties that the development of the Projects is a private development. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between Consultant and the City and County of San Francisco. This Agreement and its terms shall not operate or be construed as a "contract" between Consultant and the City and County of San Francisco within the meaning of Chapter 83 of the San Francisco Administrative Code, nor shall this Agreement or its terms operate or be construed to make Consultant a "Contractor" within the meaning of Chapter 83 of the San Francisco Administrative Code.

15. NO OBLIGATIONS TO THIRD PARTY

15.1 This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity that is not a party hereto, and no action to enforce the terms of this Agreement may be brought against either party by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

City and County of San Francisco, a
municipal corporation

Consultant

By: _____
Office of Economic & Workforce
Development

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT E: PROFESSIONAL SERVICES: FIRST SOURCE HIRING FORM

Consultant Name: _____ Phone: _____
Main Contact: _____ Email: _____

Instructions:

- The Prime Consultant contracted to perform professional services work for the development of the Parkmerced project must complete, sign and submit the *Professional Services: First Source Hiring Form* within 30 days of award of their contract.
- For any questions and assistance, please contact Ian Fernando: Email: ian.fernando@sfgov.org Tel: (415)701-4852

Section 1: Select all that apply

Administrative Services

Architecture

Asbestos and Lead

As-Needed

Civil/Structural/Hydraulic Engineering

Construction Management

Design Services

Environmental Services

Financial Services

Geotechnical Engineering

Green Building Consulting

Health/Medical Services

Job Order Contracting

Landscape Architecture

Will require an office or trailer near the project site

I don't see my services (please describe) _____

Mechanical/Electrical Engineering

Property Management

Real Estate Services

Sediment Analysis

Special Inspection and Testing

Surveying

Section 2: List Trainee positions

- The Consultant shall make good faith efforts to hire Trainees from the CityBuild Program. Hiring a Trainee counts toward the requirements of the First Source Hiring Program. The final decision to hire a Trainee shall be made by the Consultant.
- List the available number of New Trainee positions based on the Consultant's scope of work, Consultant's existing workforce and the Consultant Fees Schedule listed below.

Trainee Title	Job Description	Number of Trainees to be Hired

Signature of Authorized Representative*

Name of Authorized Representative

Date

**By signing this form, the Consultant agrees to participate in the CityBuild Program managed by the Office of Economic and Workforce Development and comply with the provisions of the First Source Hiring Program pursuant to SF Administrative Code Chapter 83.*

Please email this form SIGNED to:

First Source Hiring Administrator

Email: Workforce.Development@sfgov.org

Tel: 415-701-4848

Fax: 415-701-4895

Website: www.workforcedevelopmentsf.org

**EXHIBIT F:
CONSULTANT ACKNOWLEDGEMENT OF FIRST SOURCE HIRING
REQUIREMENTS**

Pursuant to the provisions of Section ____ of the Contract of Services by and between Parkmerced Investors Properties LLC and _____ ("Consultant"), dated _____, Consultant acknowledges that Consultant is obligated by the Contract of Services to execute the First Source Hiring Agreement and First Source Hiring Form attached hereto. Consultant hereby acknowledges that, as a condition of its services, Consultant is obligated to participate in San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code, in the manner more specifically detailed in the attached First Source Hiring Agreement.

Dated: _____

ACKNOWLEDGED
Consultant

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

By: _____
Its: _____
Title: _____
Date: _____

EXHIBIT G: TENANTS FIRST SOURCE HIRING FORM

Business Name: _____ Phone: _____
Main Contact: _____ Email: _____

Instructions:

- As defined in Section 2.3, the *Tenant: First Source Hiring Form* is to be completed and submitted by the tenant within 30 days of the execution of the Tenant's agreement to occupy the building space.
- Tenant is expected to complete and submit this form annually to reflect employment conditions.
- The Tenant must notify the First Source Hiring Program (Contact Info below) if an **Entry Level Position** becomes available.
- For any questions and assistance, please contact Ian Fernando: Email: ian.fernando@sfgov.org Tel: (415)701-4852

Section 1: Select your Industry

Auto Repair	Entertainment	Personal Services
Business Services	Elder Care	Professionals
Consulting	Financial Services	Real Estate
Construction	Healthcare	Retail
Government Contract	Insurance	Security
Education	Manufacturing	Wholesale
Food and Drink	I don't see my industry (Please Describe) _____	

Section 2: Describe Primary Business Activity

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Signature of Authorized Representative*

Name of Authorized Representative

Date

**By signing this form, the Tenant agrees to participate in the CityBuild Program managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of the First Source Hiring Program pursuant to SF Administrative Code Chapter 83.*

Please email this form SIGNED to:

First Source Hiring Administrator
Email: Workforce.Development@sfgov.org
Tel: 415-701-4848
Fax: 415-701-4895
Website: www.workforcedevelopmentsf.org

EXHIBIT H: TENANT LEASE ADDENDUM

This First Source Hiring Agreement (this "Agreement"), is made as of _____, by and between _____, the First Source Hiring Administration, (the "FSHA"), and the undersigned tenant _____ ("Commercial Tenant") (each, a "Party", collectively, the "Parties"):

RECITALS

WHEREAS, Commercial Tenant has executed or will execute a lease (the "Lease") for a [office, retail store, etc] within the Parkmerced Project, located at 3711 19th Avenue on Assessor's Blocks and Lots 7303 001, 7303 A 001, 7308 001, 7309 001, 7309 A 001, 7310 001, 7311 001, 7315 001, 7316 001, 7317 001, 7318 001, 7319 001, 7320 003, 7321 001, 7322 001, 7323 001, 7325 001, 7326 001, 7330 001, 7331 004, 7332 004, 7333 001, 7333 003, 7333 A 001, 7333 B 001, 7333 C 001, 7333 D 001, 7333 E 001, 7334 001, 7335 001, 7336 001, 7337 001, 7338 001, 7339 001, 7340 001, 7341 001, 7342 001, 7343 001, 7344 001, 7345 001, 7345 A 001, 7345 B 001, 7345 C 001, 7356 001, 7357 001, 7358 001, 7359 001, 7360 001, 7361 001, 7362 001, 7363 001, 7364 001, 7365 001, 7366 001, 7367 001, 7368 001, 7369 001, and 7370 001 (collectively, the "Site");

WHEREAS, the Project shall be built in phases ("Development Phases") over approximately twenty (20) to thirty (30) years, and before each Development Phase Project Sponsor shall submit an application ("Development Phase Application") to the City's Planning Department (the "Planning Department") which will include the parcels to be developed, the amount of new residential and commercial square footage proposed, and such additional matters as set forth in the DA;

WHEREAS, as a material part of the consideration given by Commercial Tenant under the Lease, Commercial Tenant has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

1. DEFINITIONS

1.1 "Applicant". An individual who has (a) completed and submitted an application via the approved application process; (b) applied for a specific job; and (c) met the minimum qualifications established for the job applied for.

1.2 "Available Entry Level Position". Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions

1.3 "Candidate". An individual who is interested in a position, but has not satisfied the definition of an "Applicant," as defined herein.

1.4 "Eligible Individual". An individual who is either: (a) eligible to participate in a program authorized by the Workforce Investment Act of 1998, 1998 PL 105-220 (HR 1385), as determined by the San Francisco Workforce Investment Board (WISF) and the OEWD; or (b) designated as "economically disadvantaged" by the First Source Hiring Administration, meaning an individual who is at risk of relying upon, or returning to, public assistance, including unemployment insurance.

1.5 "Entry Level Position". A non-construction, non-managerial and non-supervisory position that requires neither education above a high school diploma or certified equivalency, nor more than two (2) years of training or specific preparation. The types of Entry Level Positions that may be available include, but are not limited to, the following:

1.5.1 Administrative Assistant or Receptionist

1.5.2 Maintenance Worker or Facilities Specialist

1.5.3 Janitorial Service Worker

1.5.4 Entry-level Technician

1.5.5 Customer Service Associate

1.5.6 Clerk or Coordinator

1.5.7 Transportation Worker

1.5.8 Construction Worker

1.5.9 Landscaper

1.5.10 Other entry-level architectural, engineering or professional service worker

1.6 "Job Notification". Written notice, in accordance with Section 4.6 below, from Project Sponsor or tenants to OEWD for any Available Entry Level Position during the term of the Agreement.

1.7 "Qualified Pool". The pool of Applicants who have met the job qualifications and passed the applicable employment screening test, and are thus eligible to be interviewed by Project Sponsor or tenants for Available Entry Level Positions. Candidates may apply for multiple job categories through a single application.

1.8 "System". The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the OEWD, for maintaining (i) a pool of Eligible Individuals, and (ii) the mechanism by which such individuals are certified and referred

to prospective employers who are subject to the First Source Hiring requirements under Chapter 83 of the San Francisco Administrative Code.

1.9 "System Referrals". Applicants referred by the System as Candidates for Available Entry Level Positions.

1.10 "Tenant". End use commercial tenant, subtenant, business operator or any other occupant of commercial space included in Project. Tenant shall include every person or entity occupying the buildings of the Project for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer. Tenant shall not include any residential tenants within the Project.

2. TENANT OBLIGATIONS

2.1 Hiring Procedures. Tenant shall process all Candidates and Applicants through Tenants standard hiring methods; however, Project Sponsor shall adhere to the following protocols:

2.1.1 Tenant shall promptly deliver by email, mail, messenger or facsimile to the assigned OEWD Business Account Representative, a Job Notification for any Available Entry Level Positions, as soon as they become available during the term of the Agreement. For each Available Entry Level Position, the following requirements apply:

(a) Job Notification shall provide a clear, accurate job description, including expectations, whether the position is part time (less than 32 hours a week) or full time, permanent or limited time, minimum wages to be paid, and any special requirements.

(b) During the 72 hours business day period following delivery of the Job Notification, Tenant may only interview and/or hire Eligible Individuals or System Referrals for the Available Entry Level Position but may publicize the upcoming position. Before interviewing and/or hiring any other Applicants for the Available Entry Level Position, Tenant shall first review any applications received from Eligible Individuals and System Referrals during the 72 hours business day period following delivery of the Job Notification.

(c) Tenant shall not be required to deliver a Job Notification or hire an Eligible Individual for an Available Entry Level Position if Tenant reasonably determines that there is an urgent need to fill that position immediately in order to perform essential functions of its operation. If Tenant determines that there is an urgent need to fill a position immediately in order to perform essential functions of its operations in reliance on this subsection, it shall provide OEWD written notice of this fact within ten (10) business days.

(d) Tenant will provide feedback to OEWD Business Account Representatives on job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired no later than 3 weeks

after the date of interview or hire. Tenant will also provide constructive feedback on OEWD job seekers not hired.

2.1.2 Job Needs Communications. Tenant shall complete the Tenant: First Source Hiring Form and submit to the OEWD program, attached hereto as Exhibit C, via e-mail within 60 days of executing the Tenant's agreement to occupy the building space and annually thereafter.

2.1.3 Standard Retention Efforts. In order to promote retention among the newly hired System Referrals, Tenant shall implement retention efforts consistent with Tenant's practices. Tenant shall have the sole discretion to modify its retention efforts at any time.

2.1.4 Additional Retention Efforts. In addition to the standard retention efforts described above, a Tenant's representative shall communicate with OEWD on a regular basis to provide feedback intended to enhance the hiring of, and satisfactory job performance by, the System Referrals. This feedback shall be general in nature and shall not be focused on specific individuals.

2.1.5 Record-Keeping Obligations. Tenant shall use reasonable efforts to obtain and keep records of the number of System Referrals interviewed for Available Entry Level Positions and those eventually hired by Tenant. Tenant shall cause the information gathered pursuant to this Section to be reported to the OEWD every six (6) months and include aggregated information on the zip codes of hired System Referrals.

2.1.6 Tenant to Retain Discretion Regarding Hiring Decisions. Tenant agrees to work cooperatively with OEWD staff to identify effective procedures to recruit, pre-screen and interview qualified Applicants for employment consideration in Entry Level Positions, subject to any enforceable collective bargaining agreements. Provided Tenant utilizes nondiscriminatory screening criteria, Tenant shall have the sole discretion to interview and hire any System Referrals.

3. OEWD'S OBLIGATIONS

3.1 Pursuant to this Agreement, OEWD shall:

3.1.1 Provide for City sponsored pre-employment screening, employment training, and support services programs.

3.1.2 Follow up with Tenant on the outcomes of System Referrals, and initiate corrective action as necessary to maintain an effective employment training and delivery system;

3.1.3 Provide Tenant with reporting forms, consistent with the reporting obligations set forth in Section 4.6.6 above, for monitoring the requirements of this Agreement; and

3.1.4 Monitor the performance of the Agreement by examination of records of Tenant's hiring activities as submitted in accordance with the requirements of this Agreement.

4. EXCEPTION FOR ESSENTIAL FUNCTIONS

4.1 Nothing in this Agreement precludes Tenant from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions reasonably necessary to remain open for business.

5. TENANT'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS.

5.1 Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

6. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

6.1 Nothing in this Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, First Source Hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this Agreement.

7. LIQUIDATED DAMAGES

7.1 The Tenant acknowledges and agree that failure of the Tenant to comply with the terms and conditions of the Section 4.6 will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes the financial cost of funding public assistance programs; and that the assessment of liquidated damages of up to \$5,000 for every notice of a New Hire for an Entry Level Position improperly withheld by the Tenant from the OEWD Program (following notice and a reasonable opportunity to cure), as determined by the Workforce Director, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the failure by the Tenant to comply with its contractual obligations. The Tenant further acknowledge and agree that the continued failure to comply with this Section obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each Entry Level Position improperly withheld from the CityBuild Program (following notice and a reasonable opportunity to cure).

8. TERM

8.1 The obligations of the Tenant, as set forth in this Agreement, shall remain in full force and effect for a period of 10 years from the date of first issuance of a temporary or final certificate of occupancy for the applicable commercial space, or the earlier termination of Tenant's ownership or occupancy of the applicable commercial space.

9. NOTICES.

9.1 All notices ("Notice" or "Notices") to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to City:

CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager
ken.nim@sfgov.org

If to Tenant:

9.2 Any party may change its address or contact person for notice purposes by giving the other parties notice of its new address as provided herein.

9.3 Notwithstanding the forgoing, any Job Notification or any other reports required of Consultant under this Agreement (collectively, "Consultant Reports") shall be delivered to the address of OEWD pursuant to this Section via first class mail, postage paid or via email, and such Consultant Reports shall be deemed delivered two (2) business days after deposit in the mail, or upon transmission via email, in accordance with this Subsection; provided, however, that any notice of default under this Agreement must be given in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid.

10. ENTIRE AGREEMENT

10.1 This Agreement contains the entire agreement between the Parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

11. SEVERABILITY

11.1 If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12. COUNTERPARTS

12.1 This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

13. HEADINGS

13.1 Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

14. GOVERNING LAW

14.1 This Agreement shall be governed and construed by the laws of the State of California.

15. RELATIONSHIP OF PARTIES

15.1 It is specifically understood and agreed by the parties that the development of the Projects is a private development. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between Consultant and the City and County of San Francisco. This Agreement and its terms shall not operate or be construed as a "contract" between Consultant and the City and County of San Francisco within the meaning of Chapter 83 of the San Francisco Administrative Code, nor shall this Agreement or its terms operate or be construed to make Consultant a "Contractor" within the meaning of Chapter 83 of the San Francisco Administrative Code.

16. NO OBLIGATIONS TO THIRD PARTY

16.1 This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person or entity that is not a party hereto, and no action to enforce the terms of this Agreement may be brought against either party by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

**City and County of San Francisco, a
municipal corporation**

Tenant

By: _____
Office of Economic & Workforce
Development

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT I:
TENANT ACKNOWLEDGEMENT OF FIRST SOURCE HIRING REQUIREMENTS

Pursuant to the provisions of Section ____ of the Lease by and between Parkmerced Investors Properties LLC and _____ (“Commercial Tenant”), dated _____, Commercial Tenant acknowledges that Commercial Tenant is obligated by the Lease to execute the First Source Hiring Agreement and First Source Hiring Form attached hereto. Tenant hereby acknowledges that, as a condition of its services, Tenant is obligated to participate in San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code, in the manner more specifically detailed in the attached First Source Hiring Agreement.

Dated:

ACKNOWLEDGED
Tenant

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

By: _____
Its: _____
Title: _____
Date: _____

APPENDIX C

SFFD Acknowledgement Letter

14 October 2010

JOANNE HAYES-WHITE
CHIEF OF DEPARTMENT



GAVIN NEWSOM
MAYOR

SAN FRANCISCO FIRE DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO

October 14, 2010

Bert Polacci, CPM
Director, Community Outreach
Government Relations
Stellar Management
3711 Nineteenth Avenue
San Francisco, California 94132

Dear Mr. Polacci,

This letter confirms that the San Francisco Fire Department (SFFD) has found that the street system, including alleyways and shared pedestrian streets, and intersection improvements proposed by the Parkmerced Project (as detailed in *the Parkmerced Design Standards and Guidelines*) are feasible and meet the SFFD's design standards for street design. We are pleased to provide this confirmation, which results from input and collaboration from SFFD members and the Parkmerced Project team over the past two years. The goal of this process was to ensure that street system and intersection improvement proposed by the Parkmerced Project are consistent with the SFFD's design standards so that fire vehicles can safely be accommodated at Parkmerced, while meeting the San Francisco Better Streets Plan.

Thank you for your cooperation and assistance. The SFFD looks forward to working with the Parkmerced Project team to review building permits for the street system and intersection improvements. Additionally, further discussion regarding the creation of a SFFD substation located within the Parkmerced footprint is anticipated as the project nears construction.

Sincerely,

A handwritten signature in blue ink that reads "Joanne Hayes White". The signature is fluid and cursive, with the first name "Joanne" being the most prominent.

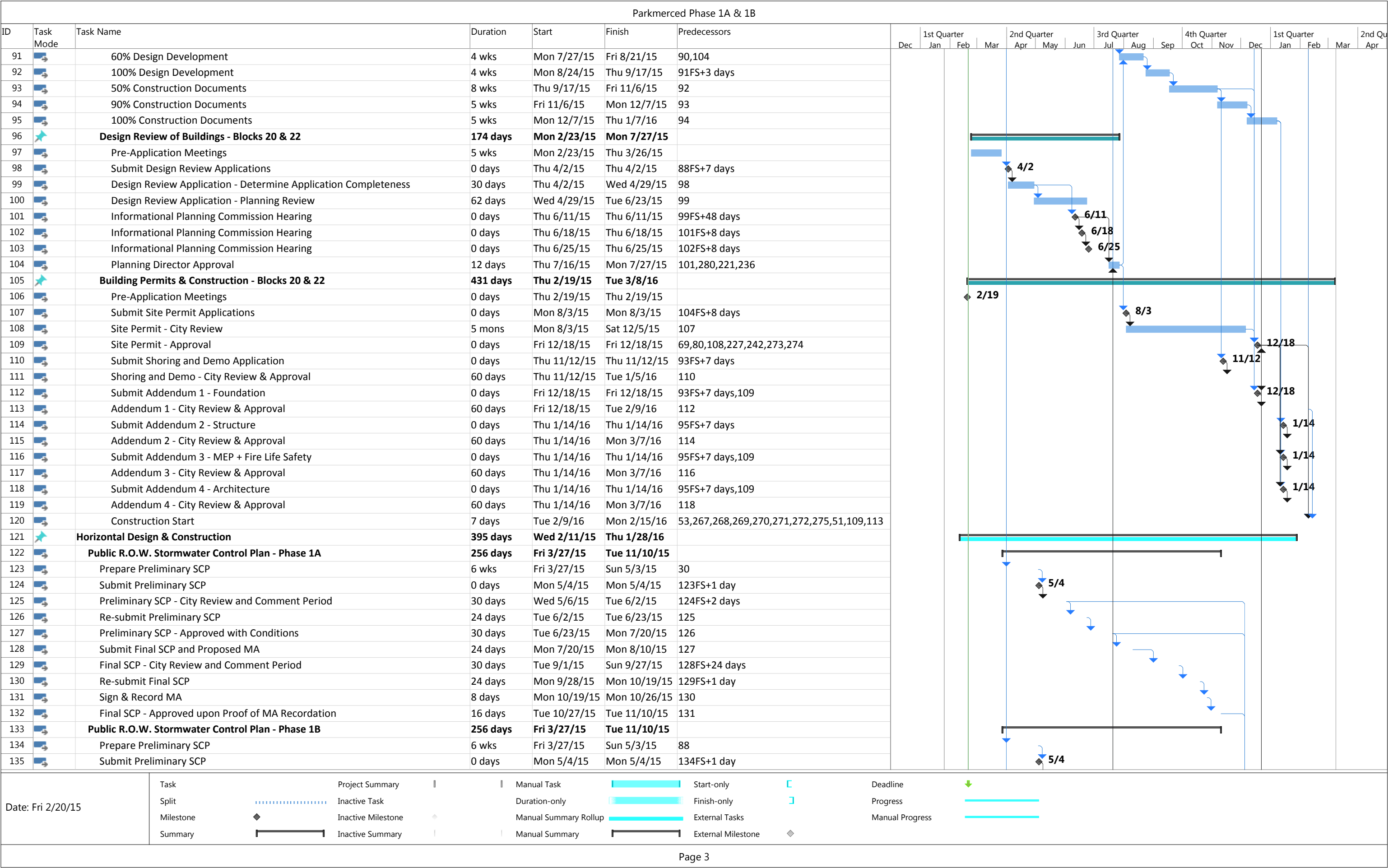
Joanne Hayes White
Chief of Department

APPENDIX D

Parkmerced Phase 1 Master Tentative Schedule 20 February 2015

Parkmerced Phase 1A & 1B																												
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Dec	1st Quarter				2nd Quarter				3rd Quarter				4th Quarter				1st Quarter			2nd Qu	
							Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr					
1		Phase 1 Development Application	45 days	Mon 1/26/15	Fri 3/6/15																							
2		Phase 1 Development Application Re-Submitted	0 days	Mon 1/26/15	Mon 1/26/15																							
3		Phase 1 Development App - Approved (estimated)	45 days	Mon 1/26/15	Fri 3/6/15	2																						
4		Vertical Design & Construction	456 days	Wed 1/28/15	Tue 3/8/16																							
5		Phase 1A - Blocks 1 and 6	456 days	Wed 1/28/15	Tue 3/8/16																							
6		Stormwater Control Plan - Block 1	256 days	Fri 3/27/15	Tue 11/10/15																							
7		Prepare Preliminary SCP	6 wks	Fri 3/27/15	Sun 5/3/15	30																						
8		Submit Preliminary SCP	0 days	Mon 5/4/15	Mon 5/4/15	7FS+1 day																						
9		Preliminary SCP - City Review and Comment Period	30 days	Wed 5/6/15	Tue 6/2/15	8FS+2 days																						
10		Re-submit Preliminary SCP	24 days	Tue 6/2/15	Tue 6/23/15	9																						
11		Preliminary SCP - Approved with Conditions	30 days	Tue 6/23/15	Mon 7/20/15	10																						
12		Submit Final SCP and Proposed MA	24 days	Mon 7/20/15	Mon 8/10/15	11																						
13		Final SCP - City Review and Comment Period	30 days	Tue 9/1/15	Sun 9/27/15	12FS+24 days																						
14		Re-submit Final SCP	24 days	Mon 9/28/15	Mon 10/19/15	13FS+1 day																						
15		Sign & Record MA	8 days	Mon 10/19/15	Mon 10/26/15	14																						
16		Final SCP - Approved upon Proof of MA Recordation	16 days	Tue 10/27/15	Tue 11/10/15	15																						
17		Stormwater Control Plan - Block 6	256 days	Fri 3/27/15	Tue 11/10/15																							
18		Prepare Preliminary SCP	6 wks	Fri 3/27/15	Sun 5/3/15	30																						
19		Submit Preliminary SCP	0 days	Mon 5/4/15	Mon 5/4/15	18FS+1 day																						
20		Preliminary SCP - City Review and Comment Period	30 days	Wed 5/6/15	Tue 6/2/15	19FS+2 days																						
21		Re-submit Preliminary SCP	24 days	Tue 6/2/15	Tue 6/23/15	20																						
22		Preliminary SCP - Approved with Conditions	30 days	Tue 6/23/15	Mon 7/20/15	21																						
23		Submit Final SCP and Proposed MA	24 days	Mon 7/20/15	Mon 8/10/15	22																						
24		Final SCP - City Review and Comment Period	30 days	Tue 9/1/15	Sun 9/27/15	23FS+24 days																						
25		Re-submit Final SCP	24 days	Mon 9/28/15	Mon 10/19/15	24FS+1 day																						
26		Sign & Record MA	8 days	Mon 10/19/15	Mon 10/26/15	25																						
27		Final SCP - Approved upon Proof of MA Recordation	16 days	Tue 10/27/15	Tue 11/10/15	26																						
28		Building Design - Blocks 1 & 6	388 days	Wed 1/28/15	Thu 1/7/16																							
29		Pricing	45 days	Wed 1/28/15	Sun 3/8/15																							
30		60% Schematic Design	3 wks	Mon 3/9/15	Fri 3/27/15	29																						
31		100% Schematic Design	4 wks	Mon 3/30/15	Fri 4/24/15	30FS+3 days																						
32		30% Design Development	4 wks	Mon 4/27/15	Fri 5/22/15	31FS+4 days																						
33		60% Design Development	4 wks	Mon 7/27/15	Fri 8/21/15	32,46																						
34		100% Design Development	4 wks	Mon 8/24/15	Thu 9/17/15	33FS+3 days																						
35		50% Construction Documents	8 wks	Thu 9/17/15	Fri 11/6/15	34																						
36		90% Construction Documents	5 wks	Fri 11/6/15	Mon 12/7/15	35																						
37		100% Construction Documents	5 wks	Mon 12/7/15	Thu 1/7/16	36																						
38		Design Review of Buildings - Blocks 1 & 6	174 days	Mon 2/23/15	Mon 7/27/15																							
39		Pre-Application Meetings	5 wks	Mon 2/23/15	Thu 3/26/15																							
40		Submit Design Review Applications	0 days	Thu 4/2/15	Thu 4/2/15	30FS+7 days																						
41		Design Review Application - Determine Application Completeness	30 days	Thu 4/2/15	Wed 4/29/15	40																						
42		Design Review Application - Planning Review	62 days	Wed 4/29/15	Tue 6/23/15	41																						
43		Informational Planning Commission Hearing	0 days	Thu 6/11/15	Thu 6/11/15	41FS+48 days																						
44		Informational Planning Commission Hearing	0 days	Thu 6/18/15	Thu 6/18/15	43FS+8 days																						
45		Informational Planning Commission Hearing	0 days	Thu 6/25/15	Thu 6/25/15	44FS+8 days																						
		Task			Project Summary																							
		Split			Inactive Task																							
		Milestone			Inactive Milestone																							
		Summary			Inactive Summary																							
		Task			Manual Task																							
		Split			Duration-only																							
		Milestone			Manual Summary Rollup																							
		Summary			Manual Summary																							
		Task			Start-only																							
		Split			Finish-only																							
		Milestone			External Tasks																							
		Summary			External Milestone																							
Page 1																												

Parkmerced Phase 1A & 1B																				
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Dec	1st Quarter	Feb	Mar	2nd Quarter	Jun	3rd Quarter	Aug	Sep	4th Quarter	Dec	1st Quarter	Mar	2nd Qu
46		Planning Director Approval	12 days	Thu 7/16/15	Mon 7/27/15	43,277,191,205,44,45														
47		Building Permits & Construction - Blocks 1 & 6	431 days	Thu 2/19/15	Tue 3/8/16															
48		Pre-Application Meetings	0 days	Thu 2/19/15	Thu 2/19/15															
49		Submit Site Permit Applications	0 days	Mon 8/3/15	Mon 8/3/15	46FS+8 days														
50		Site Permit - City Review	5 mons	Mon 8/3/15	Sat 12/5/15	49														
51		Site Permit Approval	0 days	Fri 12/18/15	Fri 12/18/15	11,22,50,197,212,273,274														
52		Submit Shoring and Demo Application	0 days	Thu 11/12/15	Thu 11/12/15	35FS+7 days														
53		Shoring and Demo - City Review & Approval	60 days	Thu 11/12/15	Tue 1/5/16	52														
54		Submit Addendum 1 - Foundation	0 days	Fri 12/18/15	Fri 12/18/15	35FS+7 days,51														
55		Addendum 1 - City Review & Approval	60 days	Fri 12/18/15	Tue 2/9/16	54														
56		Submit Addendum 2 - Structure	0 days	Thu 1/14/16	Thu 1/14/16	37FS+7 days,51														
57		Addendum 2 - City Review & Approval	60 days	Thu 1/14/16	Mon 3/7/16	56														
58		Submit Addendum 3 - MEP + Fire Life Safety	0 days	Thu 1/14/16	Thu 1/14/16	37FS+7 days,51														
59		Addendum 3 - City Review & Approval	60 days	Thu 1/14/16	Mon 3/7/16	58														
60		Submit Addendum 4 - Architecture	0 days	Thu 1/14/16	Thu 1/14/16	37FS+7 days														
61		Addendum 4 - City Review & Approval	60 days	Thu 1/14/16	Mon 3/7/16	60														
62		Construction Start	7 days	Tue 2/9/16	Mon 2/15/16	53,267,268,269,270,271,272,275,51,55														
63		Phase 1B - Blocks 20 and 22	456 days	Wed 1/28/15	Tue 3/8/16															
64		Stormwater Control Plan - Block 20	256 days	Fri 3/27/15	Tue 11/10/15															
65		Prepare Preliminary SCP	6 wks	Fri 3/27/15	Sun 5/3/15	88														
66		Submit Preliminary SCP	0 days	Mon 5/4/15	Mon 5/4/15	65FS+1 day														
67		Preliminary SCP - City Review and Comment Period	30 days	Wed 5/6/15	Tue 6/2/15	66FS+2 days														
68		Re-submit Preliminary SCP	24 days	Tue 6/2/15	Tue 6/23/15	67														
69		Preliminary SCP - Approved with Conditions	30 days	Tue 6/23/15	Mon 7/20/15	68														
70		Submit Final SCP and Proposed MA	24 days	Mon 7/20/15	Mon 8/10/15	69														
71		Final SCP - City Review and comment Period	30 days	Tue 9/1/15	Sun 9/27/15	70FS+24 days														
72		Re-submit Final SCP	24 days	Mon 9/28/15	Mon 10/19/15	71FS+1 day														
73		Sign & Record MA	8 days	Mon 10/19/15	Mon 10/26/15	72														
74		Final SCP - Approved upon Proof of MA Recordation	16 days	Tue 10/27/15	Tue 11/10/15	73														
75		Stormwater Control Plan - Block 22	256 days	Fri 3/27/15	Tue 11/10/15															
76		Prepare Preliminary SCP	6 wks	Fri 3/27/15	Sun 5/3/15	88														
77		Submit Preliminary SCP	0 days	Mon 5/4/15	Mon 5/4/15	76FS+1 day														
78		Preliminary SCP - City Review and Comment Period	30 days	Wed 5/6/15	Tue 6/2/15	77FS+2 days														
79		Re-submit Preliminary SCP	24 days	Tue 6/2/15	Tue 6/23/15	78														
80		Preliminary SCP - Approved with Conditions	30 days	Tue 6/23/15	Mon 7/20/15	79														
81		Submit Final SCP and Proposed MA	24 days	Mon 7/20/15	Mon 8/10/15	80														
82		Final SCP - City Review and Comment period	30 days	Tue 9/1/15	Sun 9/27/15	81FS+24 days														
83		Re-submit Final SCP	24 days	Mon 9/28/15	Mon 10/19/15	82FS+1 day														
84		Sign & Record MA	8 days	Mon 10/19/15	Mon 10/26/15	83														
85		Final SCP - Approved upon Proof of MA Recordation	16 days	Tue 10/27/15	Tue 11/10/15	84														
86		Building Design - Blocks 20 & 22	388 days	Wed 1/28/15	Thu 1/7/16															
87		Pricing	45 days	Wed 1/28/15	Sun 3/8/15															
88		60% Schematic Design	3 wks	Mon 3/9/15	Fri 3/27/15	87														
89		100% Schematic Design	4 wks	Mon 3/30/15	Fri 4/24/15	88FS+3 days														
90		30% Design Development	4 wks	Mon 4/27/15	Fri 5/22/15	89FS+4 days														
Date: Fri 2/20/15		<div><div>Task</div><div>Split</div><div>Milestone</div><div>Summary</div></div> <div><div><div></div><div></div><div></div><div></div></div><div><div>Project Summary</div><div>Inactive Task</div><div>Inactive Milestone</div><div>Inactive Summary</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Manual Task</div><div>Duration-only</div><div>Manual Summary Rollup</div><div>Manual Summary</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Start-only</div><div>Finish-only</div><div>External Tasks</div><div>External Milestone</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Deadline</div><div>Progress</div><div>Manual Progress</div></div><div><div></div><div></div><div></div></div></div>																		
Page 2																				



Parkmerced Phase 1A & 1B																								
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Dec	1st Quarter	1st Quarter	1st Quarter	2nd Quarter	2nd Quarter	2nd Quarter	3rd Quarter	3rd Quarter	3rd Quarter	4th Quarter	4th Quarter	4th Quarter	1st Quarter	1st Quarter	1st Quarter	2nd Qu	
136		Preliminary SCP - City Review and Comment Period	30 days	Wed 5/6/15	Tue 6/2/15	135FS+2 days																		
137		Re-submit Preliminary SCP	24 days	Tue 6/2/15	Tue 6/23/15	136																		
138		Preliminary SCP - Approved with Conditions	30 days	Tue 6/23/15	Mon 7/20/15	137																		
139		Submit Final SCP	24 days	Mon 7/20/15	Mon 8/10/15	138																		
140		Final SCP - City Review and Comment Period	30 days	Tue 9/1/15	Sun 9/27/15	139FS+24 days																		
141		Re-submit Final SCP	24 days	Mon 9/28/15	Mon 10/19/15	140FS+1 day																		
142		Sign & Record MA	8 days	Mon 10/19/15	Mon 10/26/15	141																		
143		Final SCP - Approved upon Proof of MA Recordation	16 days	Tue 10/27/15	Tue 11/10/15	142																		
144		Design Review of Community Improvements	188 days	Wed 2/11/15	Tue 7/28/15																			
145		Pre-Application Meetings	0 days	Wed 2/11/15	Wed 2/11/15																			
146		Submit Design Review Application	0 days	Thu 4/2/15	Thu 4/2/15	30FS+7 days																		
147		Design Review Application - Determine Application Completeness	30 days	Thu 4/2/15	Wed 4/29/15	146																		
148		Design Review Application - Planning Review	62 days	Wed 4/29/15	Tue 6/23/15	147																		
149		Informational Planning Commission Hearing	0 days	Thu 6/11/15	Thu 6/11/15	147FS+48 days																		
150		Informational Planning Commission Hearing	0 days	Thu 6/18/15	Thu 6/18/15	149FS+8 days																		
151		Informational Planning Commission Hearing	0 days	Thu 6/25/15	Thu 6/25/15	150FS+8 days																		
152		Planning Director Approval	12 days	Thu 7/16/15	Mon 7/27/15	149,191,205,221,236																		
153		Street Improvements Plans	393 days	Thu 2/12/15	Wed 1/27/16																			
154		Phase 1A (Vidal, Acevedo, Arballo, Higuera)	393 days	Thu 2/12/15	Wed 1/27/16																			
155		Prepare 35% Street Improvements Plan	2 wks	Thu 2/12/15	Tue 2/24/15																			
156		Submit 35% Street Improvements Plan to Planning	0 days	Tue 2/24/15	Tue 2/24/15	155																		
157		35% Street Improvements Plan - Planning Review & Approval	30 days	Tue 2/24/15	Mon 3/23/15	156																		
158		60% Street Improvements Plan	25 days	Mon 3/23/15	Tue 4/14/15	157																		
159		60% Street Improvements - City Review & Comment	62 days	Tue 4/14/15	Mon 6/8/15	158																		
160		95% Street Improvements Plan	25 days	Mon 6/8/15	Tue 6/30/15	159																		
161		95% Street Improvements - City Review & Comment	62 days	Tue 6/30/15	Mon 8/24/15	160																		
162		100% Street Improvements Plan	25 days	Mon 8/24/15	Tue 9/15/15	161																		
163		100% Street Improvements - City Review & Comment	61 days	Wed 9/16/15	Mon 11/9/15	162																		
164		100% Final Street Improvements Submittal	16 days	Mon 11/9/15	Mon 11/23/15	163																		
165		Street Improvements Plan - Approved	8 days	Mon 11/23/15	Mon 11/30/15	164																		
166		Submit Street Improvements Permit Application	0 days	Fri 12/4/15	Fri 12/4/15	165FS+5 days																		
167		Street Improvements Permit - Approved	60 days	Sat 12/5/15	Wed 1/27/16	166,127																		
168		Phase 1B (Font & Chumasero)	393 days	Thu 2/12/15	Wed 1/27/16																			
169		Prepare 35% Street Improvements Plan	2 wks	Thu 2/12/15	Tue 2/24/15																			
170		Submit 35% Street Improvements Plan to Planning	0 days	Tue 2/24/15	Tue 2/24/15	169																		
171		35% Street Improvements Plan - Planning Review & Approval	30 days	Tue 2/24/15	Mon 3/23/15	170																		
172		60% Street Improvements Plan	25 days	Mon 3/23/15	Tue 4/14/15	171																		
173		60% Street Improvements - City Review & Comment	62 days	Tue 4/14/15	Mon 6/8/15	172																		
174		95% Street Improvements Plan	25 days	Mon 6/8/15	Tue 6/30/15	173																		
175		95% Street Improvements - City Review & Comment	62 days	Tue 6/30/15	Mon 8/24/15	174																		
176		100% Street Improvements Plan	25 days	Mon 8/24/15	Tue 9/15/15	175																		
177		100% Street Improvements - City Review & Comment	61 days	Wed 9/16/15	Mon 11/9/15	176																		
178		100% Final Street Improvements Submittal	16 days	Mon 11/9/15	Mon 11/23/15	177																		
179		Street Improvements Plan - Approved	8 days	Mon 11/23/15	Mon 11/30/15	178																		
180		Submit Street Improvements Site Permit Application	0 days	Fri 12/4/15	Fri 12/4/15	179FS+5 days																		
Date: Fri 2/20/15																								
Task		Project Summary		Manual Task		Start-only		Deadline																
Split		Inactive Task		Duration-only		Finish-only		Progress																
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress																
Summary		Inactive Summary		Manual Summary		External Milestone																		
Page 4																								

Parkmerced Phase 1A & 1B						
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
181	[icon]	Street Improvements Site Permit Approved	60 days	Sat 12/5/15	Wed 1/27/16	180,125,132
182	[icon]	Mapping Block 1	356 days	Thu 2/5/15	Fri 12/18/15	
183	[icon]	Tentative Map Submitted	0 days	Thu 2/5/15	Thu 2/5/15	
184	[icon]	Tentative Map - DPW Comments on Application Completeness	30 days	Thu 2/5/15	Tue 3/3/15	184
185	[icon]	Revise Tentative Map	25 days	Tue 3/3/15	Wed 3/25/15	185
186	[icon]	Tentative Map - City Review & Comment	52 days	Wed 3/25/15	Mon 5/11/15	186
187	[icon]	Re-Submit Tentative Map	0 days	Tue 6/2/15	Tue 6/2/15	188
189	[icon]	Tentative Map - City Review	50 days	Tue 6/2/15	Thu 7/16/15	189
190	[icon]	Tentative Map Approved	0 days	Thu 7/16/15	Thu 7/16/15	190
191	[icon]	Draft and Review Public Improvement Agreements	91 days	Thu 7/16/15	Mon 10/5/15	191
192	[icon]	Prepare Final Map	25 days	Thu 7/16/15	Fri 8/7/15	191
193	[icon]	Final Map Submitted	0 days	Fri 8/7/15	Fri 8/7/15	193
194	[icon]	Final Map - City Review & Comment	31 days	Mon 8/10/15	Mon 9/7/15	194FS+3 days
195	[icon]	Final Map Re-submitted for Board Action	20 days	Mon 9/7/15	Thu 9/24/15	195
196	[icon]	Board Approval	0 days	Fri 12/18/15	Fri 12/18/15	196,251,165,192
197	[icon]	Block 6	356 days	Thu 2/5/15	Fri 12/18/15	
198	[icon]	Tentative Map Submitted	0 days	Thu 2/5/15	Thu 2/5/15	
199	[icon]	Tentative Map - DPW Comments on Application Completeness	30 days	Thu 2/5/15	Tue 3/3/15	199
200	[icon]	Revise Tentative Map	25 days	Tue 3/3/15	Wed 3/25/15	200
201	[icon]	Tentative Map - City Review & Comment	52 days	Wed 3/25/15	Mon 5/11/15	201
202	[icon]	Re-Submit Tentative Map	0 days	Tue 6/2/15	Tue 6/2/15	203
203	[icon]	Tentative Map - City Review	50 days	Tue 6/2/15	Thu 7/16/15	204
204	[icon]	Tentative Map Approved	0 days	Thu 7/16/15	Thu 7/16/15	205
205	[icon]	Draft and Review Public Improvement Agreements	91 days	Thu 7/16/15	Mon 10/5/15	206
206	[icon]	Prepare Final Map	25 days	Thu 7/16/15	Fri 8/7/15	206
207	[icon]	Submit Final Map	0 days	Fri 8/7/15	Fri 8/7/15	208
208	[icon]	Final Map - City Review	31 days	Mon 8/10/15	Mon 9/7/15	209FS+3 days
209	[icon]	Final Map Re-submitted for Board Action	20 days	Mon 9/7/15	Thu 9/24/15	210
210	[icon]	Board Approval	0 days	Fri 12/18/15	Fri 12/18/15	211,251,165,207
211	[icon]	Block 20	356 days	Thu 2/5/15	Fri 12/18/15	
212	[icon]	Tentative Map Submitted	0 days	Thu 2/5/15	Thu 2/5/15	
213	[icon]	Tentative Map - DPW Comments on Application Completeness	30 days	Thu 2/5/15	Tue 3/3/15	214
214	[icon]	Revise Tentative Map	25 days	Tue 3/3/15	Wed 3/25/15	215
215	[icon]	Tentative Map - City Review & Comment	52 days	Wed 3/25/15	Mon 5/11/15	216
216	[icon]	Re-Submit Tentative Map	0 days	Tue 6/2/15	Tue 6/2/15	217
217	[icon]	Tentative Map - City Review	50 days	Tue 6/2/15	Thu 7/16/15	219
218	[icon]	Tentative Map Approved	0 days	Thu 7/16/15	Thu 7/16/15	220
219	[icon]	Draft and Review Public Improvement Agreements	91 days	Thu 7/16/15	Mon 10/5/15	221
220	[icon]	Prepare Final Map	25 days	Thu 7/16/15	Fri 8/7/15	221
221	[icon]	Submit Final Map	0 days	Fri 8/7/15	Fri 8/7/15	223
222	[icon]	Final Map - City Review	31 days	Mon 8/10/15	Mon 9/7/15	224FS+3 days

Date: Fri 2/20/15

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

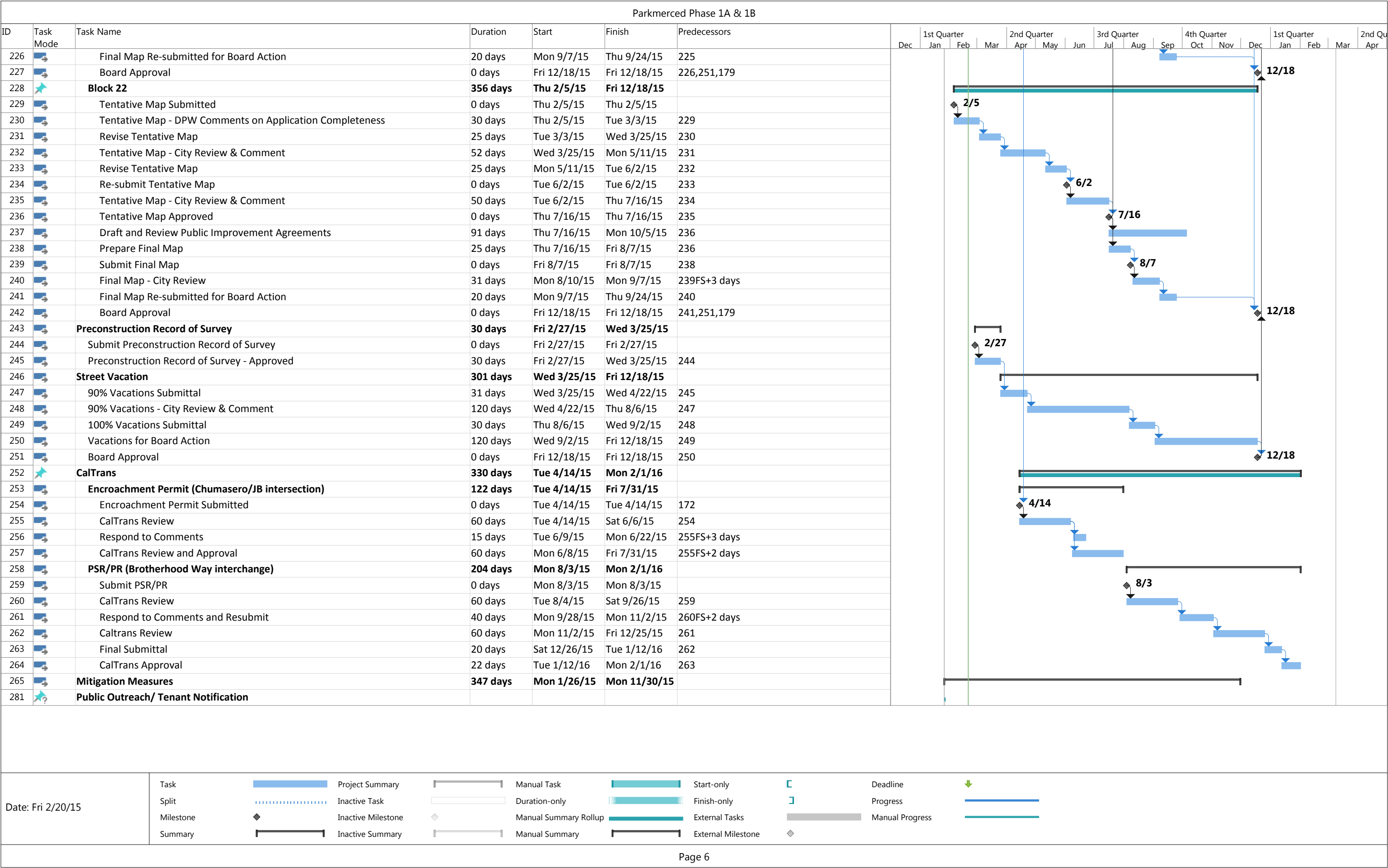
External Milestone

Deadline

Progress

Manual Progress

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APPENDIX E

Treadwell & Rollo Percolation Tests 2009 / 2010

16 December 2009
Project No. 4596.02

Seth Mallen
Director of Construction
Stellar Management
West Coast Operations
3711 Nineteenth Avenue
San Francisco, California 94132

Subject: Percolation Tests
Parkmerced Development
San Francisco, California

Dear Mr. Mallen:

This letter presents the results of the percolation tests we performed at the Park Merced project in San Francisco, California. On 2 December 2009, our field engineer performed two percolation tests (PT-1 and PT-2) at the locations shown on the attached Figure 1. The test locations were selected by Hydroconsultant Engineers, Inc., the project hydrologists; and Treadwell & Rollo, Inc. The tests were performed in holes excavated with a post-hole digger to a depth of approximately 30 inches below the existing ground surface. Each hole was approximately six inches in diameter. The tests included the use of a survey lathe with one inch measurement increments marked along its face and a watch.

We performed the tests by filling the excavations with water and timing the water level dissipation. After the water initially placed in the hole dissipated, the measuring lath was firmly placed in the excavation, to reduce potential lath movement during the test. Subsequently, water was placed in the excavations until it was about 12 inches deep, and it reached a measurement mark on the lathe. The time was recorded for the water level to drop per inch over a 12 inch depth. The test with lath measurements was performed twice in each hole. The results were recorded and the percolation rate (in inches per hour) was calculated using the second set of measurements of water dissipation with time. The calculated percolation rates are listed in Table 1.

TABLE 1
Percolation Test Results

Test No.	Rate (inches/hour)	Fines Content (%)
PT-1	4.00	6.1
PT-2	0.75	7.3

The soil from Percolation Test Excavation PT-1 consisted of orange brown, dense, moist, clayey sand. The soil from Percolation Test Excavation PT-2 consisted of dark brown, dense, moist, clayey sand. Representative soil samples from each location were submitted to a laboratory to measure the amount of fines (percent passing the No. 200 sieve); the amount of fines measured at each location is included in Table 1. The tests were performed in grass areas; the grass section at each test location was carefully removed before the tests, and placed back upon completion of the tests.

Seth Mallen
Stellar Management
16 December 2009
Page 2

Please call if you have any questions regarding the percolation tests.

Sincerely yours,
TREADWELL & ROLLO, INC.



A handwritten signature in blue ink, appearing to read "Garrett Harris".

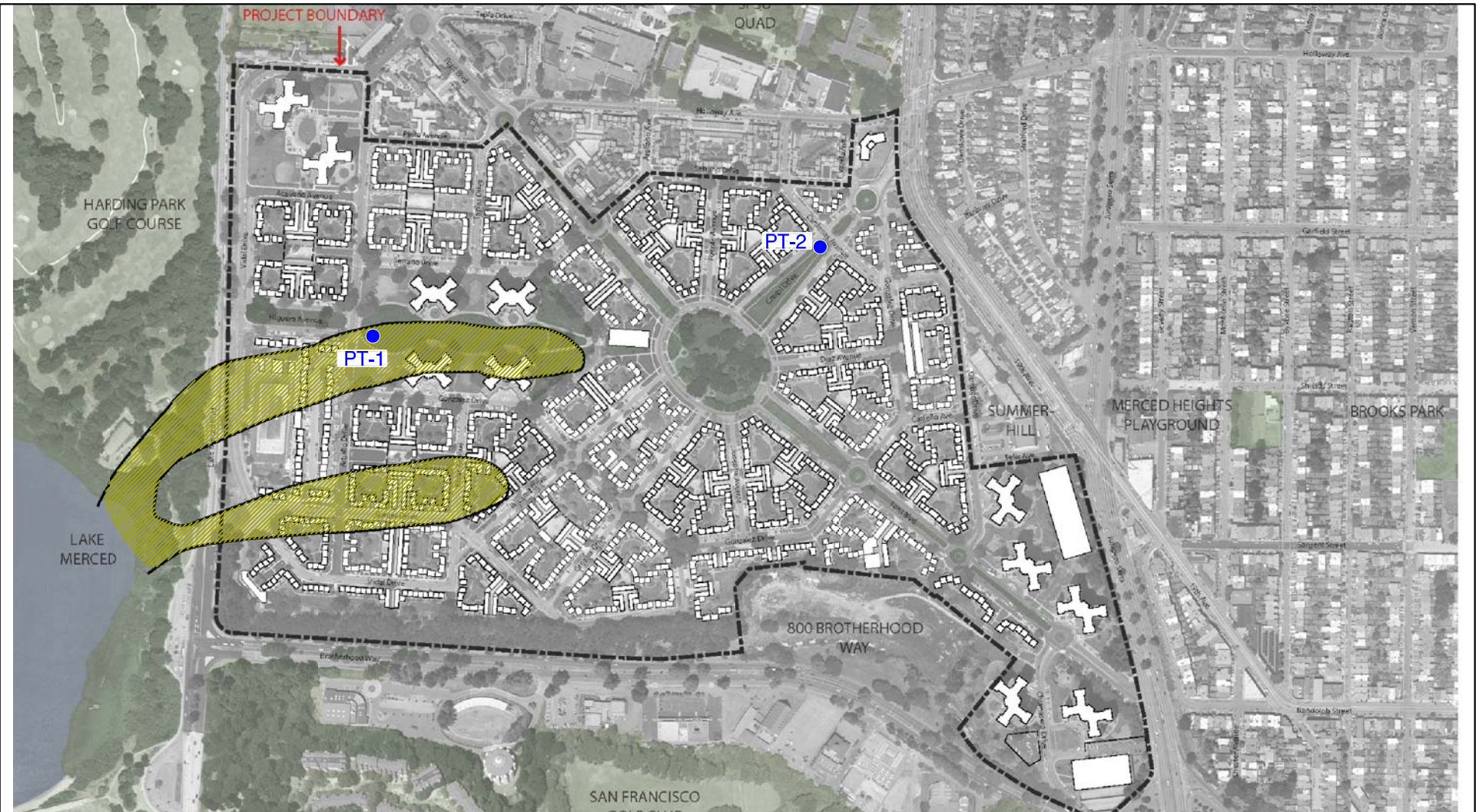
Garrett Harris, PE
Project Engineer

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A handwritten signature in blue ink, appearing to read "Maria G. Flessas".

Maria G. Flessas, GE
Principal



EXPLANATION

- PT-1 ● Approximate Percolation Test Location
- Project Boundary
-  Approximate Alluvium Channel

Reference: Base map from a drawing titled "Existing Site Plan, Sheet ASK-156", by Parkmerced Investors LLC, dated 13 June 2008.



0 600 Feet
Approximate Scale

PARKMERCED DEVELOPMENT San Francisco, California

PERCOLATION TEST LOCATIONS

Date 12/10/09	Project No. 4596.02	Figure 1
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Treadwell&Rollo

25 March 2010
Project No. 4596.02

Mr. Seth Mallen
Director of Construction
Stellar Management
West Coast Operations
3711 Nineteenth Avenue
San Francisco, California 94132

Subject: Percolation Tests
Parkmerced Development
San Francisco, California

Dear Mr. Mallen:

This letter presents the results of the percolation tests we performed at the Parkmerced project in San Francisco, California. We performed percolation tests in December 2009, and February 2010, as discussed in the following sections. Previously, we presented our findings and conclusions related to the geologic, geotechnical and seismic conditions at the Parkmerced site in a report dated 8 May 2008.

December 2009 Percolation Tests

In December 2009, we performed two percolation tests (PT-1 and PT-2) at the Parkmerced site and presented the results in a letter dated 16 December 2009 (test locations included on Figure 1). PT-1 was performed in an area where native soil is likely present at shallow depths below the existing ground surface (bgs). Test TP-2 was performed in a deep fill area, within one of the historic channels off Lake Merced. The results of the December 2009 percolation tests are presented in Table 1. Pre-soaking consisted of filling the test holes with water and allowing it to dissipate prior to performing the tests.

TABLE 1
December 2009 Percolation Test Results

Test No.	Test Area	Rate (inches/hour)	Fines Content (%)
PT-1	Historic channel	4.00	6
PT-2	Outside historic channels	0.75	7

The soil excavated from the test locations consisted of sand with clay; fines content (percent passing the No. 200 sieve) for the soil excavated from each test location is included in Table 1.

Mr. Seth Mallen
Director of Construction
Stellar Management
West Coast Operations
25 March 2010
Page 2

February 2010 Percolation Tests

On 25, 26 and 27 February 2010, we performed three percolation tests (PT-3, PT-4 and PT-5) at the locations shown on Figure 1. Test locations were selected by Hydroconsultant Engineers, Inc., the project hydrologists. Two of the tests, PT-3 and PT-5 were performed in areas where native soil is likely present at shallow depths below the existing ground surface. Test TP-4 was performed in an area of deep fill, within the historic channels off Lake Merced.

The tests were performed in six-inch-diameter holes, excavated with a post-hole digger to a depth of approximately 30 inches below the existing ground surface. To perform the tests we used a survey lath with one inch measurement increments marked along its face, and a watch. The tests were performed in grass areas; the grass section at each test location was carefully removed before the tests, and placed back upon completion of the tests.

We performed the tests by filling the excavations with water and timing the water level dissipation. Each location was pre-soaked for at least 12 hours prior to monitoring the water dissipation rate. During the pre-soak period we maintained the water level at the top of each excavation. After the 12-hour pre-soak period, the measuring lath was firmly placed in each excavation. Subsequently, the water level was topped off in the excavations until it was at least 12 inches deep, and it reached a measurement mark on the lath. In each test location, we recorded the time for the water level to drop one inch, over a six-inch depth. The percolation test was performed twice in each hole. We used the second set of water dissipation measurements to calculate the percolation rate (inches per hour) at each test location. The percolation test results are presented in Table 2.

TABLE 2
February 2010 Percolation Test Results

Test No.	Test Area	Rate (inches/hour)	Fines Content (%)
PT-3	Outside historic channels	0.75	9
PT-4	Historic channel	9.12	10
PT-5	Outside historic channels	0.43	10

The soil excavated from the test locations consisted of orange brown and dark brown sand with silt. We submitted representative soil samples from each test location to a laboratory to determine the sand gradation and fines content (percent passing the No. 200 sieve). The gradation test results are presented on Figure 2; the amount of fines at each location is included in Table 1.

Mr. Seth Mallen
Director of Construction
Stellar Management
West Coast Operations
25 March 2010
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CONCLUSIONS

The test results indicate the percolation rate for the tests performed within the historic channel areas (PT-1 and PT-4) varies from 4.0 to 9.1 inches per minute. The percolation rate for the tests performed outside the historic channel areas (PT-2, PT-3 and PT-5) varies from 0.43 to 0.75 inch per minute. The duration of the pre-soaking period does not appear to affect the percolation rates.

Please call if you have any questions regarding the percolation tests.

Sincerely yours,
TREADWELL & ROLLO, INC.

Garrett Harris

Garrett Harris, PE
Project Engineer *GH*

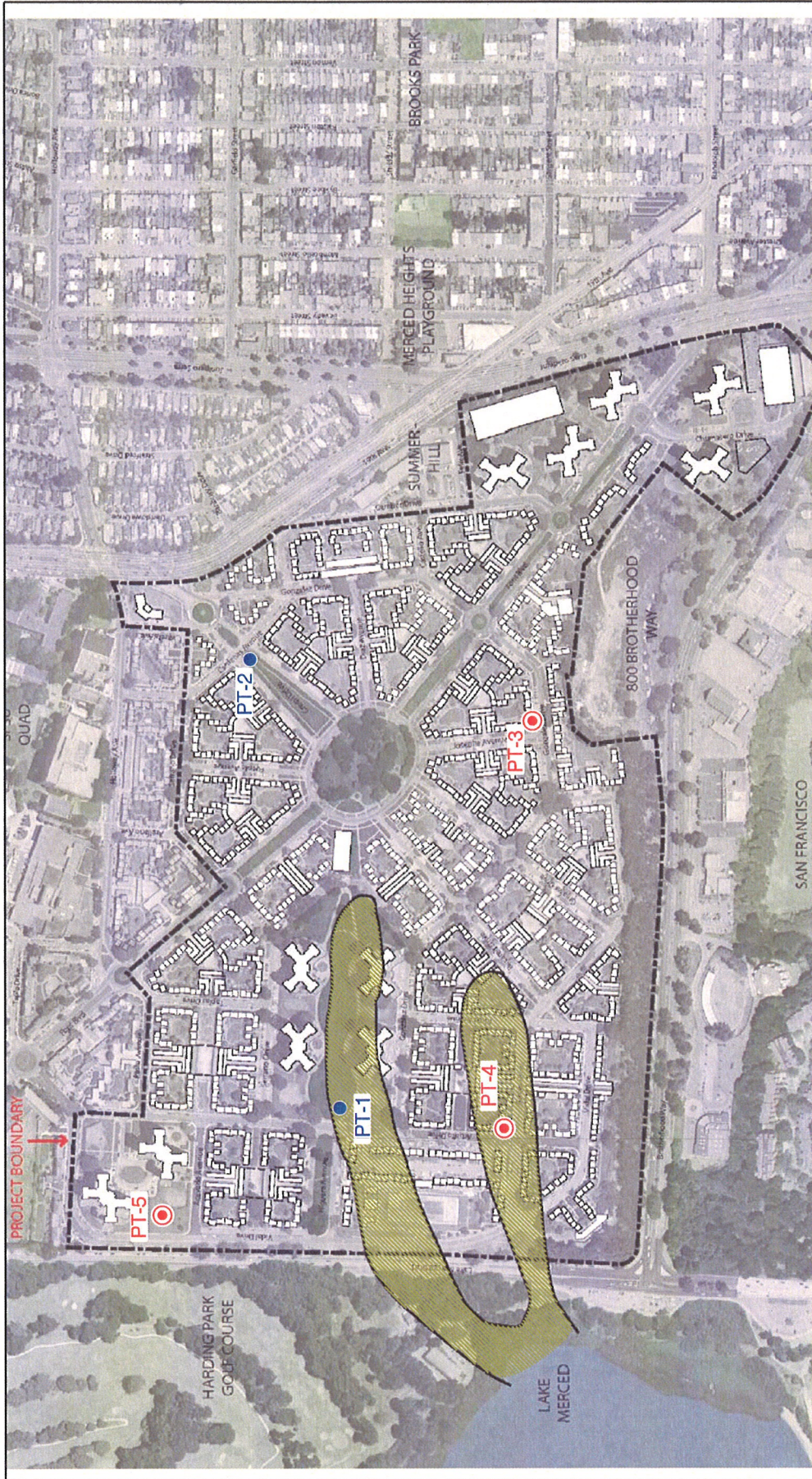
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Attachments: Figure 1 – Percolation Test Locations
Figure 2 – Particle Size Analyses

Maria G. Flessas

Maria G. Flessas, GE
Principal





EXPLANATION

- PT-3 ● Approximate Percolation Test Location, February 2010
- PT-1 ● Approximate Percolation Test Location, December 2009
- Project Boundary
- Historic Channel off Lake Merced

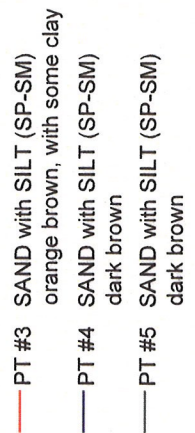
Reference: Base map from a drawing titled "Existing Site Plan, Sheet ASK-156", by Parkmerced Investors LLC, dated 13 June 2008.

PARKMERCED DEVELOPMENT
San Francisco, California

PERCOLATION TEST LOCATIONS

Date 03/25/10 Project No. 4596.02 Figure 1

Treadwell&Rollo



Treadwell & Rollo

Date 03/25/10	Project No. 4596.02	Figure 2
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