OCII
office of
COMMUNITY INVESTMENT
and INFRASTRUCTURE

118-0262016-002

Agenda Item **No. 8 (a)**
Meeting of August 16, 2016

INFORMATIONAL MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Tiffany Bohee, Executive Director

SUBJECT: Request for Proposals to develop and operate affordable rental housing units for low income families as well as a childcare facility space on Mission Bay South Block 6 West; Mission Bay South Redevelopment Project Area

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EXECUTIVE SUMMARY

OCII is proposing, through a Request for Proposal ("RFP") process, to offer an Affordable Housing Parcel (OCII's stand-alone 100% affordable developments) for development: Mission Bay South Block 6 West ("MBS 6W" or "6W") is an approximately a 49,436 square foot rectangular site bounded by China Basin Street to the north, Merrimac Street to the west, Mission Bay Boulevard North to the south and Block 6E, another Affordable Housing Parcel slated for a 143-unit affordable rental development, to the east.

The proposed affordable housing (the "Project") will provide for a mix of one-, two- and three-bedroom units and a ground-floor childcare facility to serve approximately 40 children. Applicant teams will work within the requirements and guidelines of Mission Bay, including the Mission Bay South Redevelopment Plan which establishes general land use controls, including types and intensities of development and public open space and the Design for Development which dictates height, bulk, parking, street frontage and other design standards to determine a maximum number of units for the site.

The Project will further Mayor Lee's goal of increasing affordable housing in the City. Consistent with the Mayor's on-going effort to reduce homelessness in San Francisco, OCII requested proposals assume that twenty- five percent (25%) of the housing units will be initially set aside for formerly homeless households, residents of which will be referred by the City and County of San Francisco's Department of Homelessness and Supportive Housing ("DHSH"). Based on the projected timeline of the HOPESF projects, the Mayor's initiative that will revitalize the public housing buildings in San Francisco, the assumption regarding the special needs population may change in the future (before Schematic Design approval) to households who may choose to voluntarily permanently relocate from public housing undergoing revitalization, specifically from the Sunnydale and Potrero Terrace and Annex communities. The remaining units will be marketed to low-income families earning no more than 60% of the Area Median Income.

Edwin M. Lee
MAYOR

Tiffany Bohee
EXECUTIVE DIRECTOR

Mara Rosales
CHAIR

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Income tiering will be required in an effort to create opportunities for extremely low income Certificate of Preference ("COP") holders who earn less than 60% of the Area Median Income and all eligible COP holders who apply for housing will be housed at the Project. COP holders will have first preference in a lottery process to select qualified resident applicants. The building's ground floor space will be occupied by a childcare center accommodating 40 children; half of the spots available will be subsidized and 6W residents will have priority admittance. Robust onsite supportive services and associated services space are required to be incorporated into the development, however as the special needs population of the building may change, interested applicants will be asked not to include a service provider in their response; a separate process will be undertaken to select a services provider. In addition, the development will be required to comply with all applicable green building standards.

The Mission Bay South Owner Participation Agreement ("OPA") requires the selection of a Qualified Housing Developer for affordable housing parcels. The OPA defines Qualified Housing Developers as nonprofit organizations or a limited partnership of which one of the general partners is a non-profit organization. As required by the 1998 Mission Bay Affordable Housing Policy, adopted by the San Francisco Redevelopment Agency on September 17, 1998 (Resolution No. 194-98), preference will be given to nonprofit housing development corporations headquartered in San Francisco. The selected Applicant will be required to select its other consultants and contractors in accordance with the OCII's Small Business Enterprise Program.

If the Commission has no objections or concerns, staff will release the RFP to the development community in the latter half of August 2016, with a proposal due date in early November 2016. Staff anticipates returning to the Commission in 2017 with authorization to enter into an Exclusive Negotiations Agreement and to request a predevelopment loan agreement consistent with the funding estimates included in ROPS 16-17 line item number 405.

DISCUSSION

On September 17, 1998, the SFRA Commission approved the Mission Bay North and South Redevelopment Plans and Owner Participation Agreements ("OPAs") with the Mission Bay master developer, FOCIL-MB, LLC, the successor in interest to Catellus Development Corporation. Since the initial approval of the South OPA, the document has been amended four times to modify the development plan on several parcels.

The enforcement of the North and South OPA's as amended will result in 6,514 residential units, with 29% or approximately 1,916 units set aside as affordable*. The affordable units are comprised of inclusionary affordable units and units developed by nonprofit housing developers on OCII Affordable Housing parcels. OCII Affordable Housing parcels comprise 15 acres of land that the Master Developer in Mission Bay North and South is required to contribute to OCII.

In Mission Bay North, 672 inclusionary and OCII-sponsored units have been completed and the remaining 26 developer-sponsored moderate income inclusionary units are under construction at 360 Berry Street (N4P3 or Eviva), for a total of 698 affordable units.

In Mission Bay South, 150 affordable units have been completed at 1180 4th Street project which housed 100 low income households and 50 formerly homeless families. 958 affordable units remain to be completed and leased in Mission Bay South, including OCII-sponsored low-income developments currently under construction: Block 7 West or 588 Mission Bay Boulevard North and Block 6 East or 626 Mission Bay Boulevard North, (which shares the same block as the subject of this RFP).

Mission Bay Affordable Housing Development			
# of Affordable Units	Mission Bay North	Mission Bay South	Mission Bay North and South
BUILT	672	150	822
UNDER CONSTRUCTION OR PLANNED	26	1,068*	1,094*
TOTAL	**698**	**1,218**	**1,916**

*The MBS OPA requires OCII to construct a base number of 1,108 affordable housing units. In addition, Section 3.6 of the MBS Housing Program (Attachment 3 to the MBS OPA) allows for OCII to construct an additional 110 affordable housing units, pending assessment of the development impacts and any necessary approvals, for a maximum total of 1,218 affordable housing units.

In total and as shown in the table above, 822 affordable units have been completed and 1,094 units (including the additional 110 allowable affordable units) remain to be completed in the Mission Bay Project Area.

The Mission Bay Affordable Housing Policy ("Housing Policy") establishes that OCII rental projects are affordable on average to households earning up to 60% of Area Median Income ("AMI"). As an example and based on 2016 figures, income for a family of four at 60% of AMI as published by the Mayor's Office of Housing and Community Development would be $64,600 per year with a monthly rent restricted to no more than $1,615 for a three-bedroom unit.

RFP

OCII staff has prepared a draft RFP, attached to this memorandum, for the development of the Affordable Housing Parcel located in the Mission Bay South Redevelopment Project Area, which, along with the RFP Attachments, is included here as Attachment B.

Extensive notification of the RFP will be provided to community groups, developers, contractors (including Small Business Enterprises and minority- and woman-owned contractors), other community stakeholders through OCII's Citizens Advisory Committees email lists, Mayor's Office of Housing and Community Development's ("MOHCD") RFP/RFQ interest email list and newspaper advertising. The RFP will also be available on OCII's website.

In order to ensure expedited development, OCII is seeking submittals from qualified teams comprised of: a Qualified Housing Developer, a design architect and a property manager (together, the "Applicant") to develop, manage and for a maximum number of units of affordable, family rental housing on Block 6W. As mentioned

earlier, the supportive services provider will be chosen at a later date based on the set-aside population. The Mission Bay South Owners Participation Agreement defines Qualified Housing Developer as a non-profit organization, governmental or quasi-governmental agency or a limited partnership in which one of the general partners is a non-profit organization. As required by the 1998 Mission Bay Affordable Housing Policy, adopted by the San Francisco Redevelopment Agency on September 17, 1998 (Resolution No. 194-98), preference will be given to nonprofit housing development corporations headquartered in San Francisco. The selected Applicant will be required to select its other consultants and contractors in accordance with the OCII's Small Business Enterprise Program.

Furthermore, upon completion of these projects, OCII's assets related to the sites will be transferred to MOHCD, which is the designated Housing Successor Agency under Dissolution Law. MOHCD has reviewed the RFP, and will participate in the selection of the development teams, and will also review and comment on each project's financial underwriting and funding and disposition documents in order to ensure a smooth transition to MOHCD at project completion.

DEVELOPMENT PROGRAM

Staff seeks submittals that:

- Provide for the development of rental housing affordable to low-income families while minimizing local financial subsidy according to the below program requirements:

MBS Block 6W Development Program Guidelines	
Number of units	A maximum number of units presented in a high quality, livable design based on Design for Development standards
Area Median Income and General population	Up to 60% unadjusted AMI as defined by MOHCD (tiering below that threshold required to serve Certificate of Preference holders) -Families
Unit mix	25% one-, 50% two- and 25% three- bedroom units
Special needs	The composition of the 25% special needs units should reflect the unit mix of the project overall
Childcare Space	Podium level dedicated indoor and outdoor space for 40 childcare slots
Parking	Maximum 1:1 parking ratio, lower ratio is recommended, plus at least one car sharing spot.

- Meet design standards pursuant to the 1) Mission Bay Design for Development as amended and (2) the Major Phase Application for Blocks 2-7 and 13 as amended.
- Meet additional design standards addressing general building elements such as: base activation, façade articulation, materials and colors, corners, roofs, etc.;
- Provide for private open space on-site; the applicant is encouraged to focus on outdoor courtyard spaces, community gardens, play spaces and other shared outdoor space to encourage a sense of community versus programming private balconies into their design;

- Provide a program that incorporates excellent, visually interesting design and financial feasibility; and,
- Incorporate "green" and sustainable building strategies in accordance with the City's requirements.

FINANCING

Funding will likely come from a number of sources including but not limited to 4% low-income housing tax credits with tax-exempt bonds, OCII subsidy, California Department of Housing and Affordable Housing Sustainable Communities Program funds, Federal Home Loan Bank Affordable Housing Program funds and any other outside funding developers deem applicable. Rents will be set at 60% of Area Median Income and below for the non-DHSH referred affordable units. Additionally, if the special needs population remains formerly homeless, the City will be contributing an operating subsidy through the Local Operating Subsidy Program ("LOSP") related to the units set aside for the DHSH-referred formerly homeless families. Those DHSH-referred families will contribute 30% of their income toward rent and the difference between the cost to operate the homeless unit and the tenant contribution will be covered by the LOSP funding. The subsidy provided by LOSP is also meant to partially support the cost of providing services to all residents of the buildings.

MARKETING

Occupancy Preferences and Resident Selection

Family Units (75% of total units)
Preferences for the low-income family housing will be provided in the following order:

- Certificate Holders (Property Owner and Occupant Preference Program, as amended and restated, codified and clarified recent amendments that the former Redevelopment Agency Commission authorized in Agency Resolution No. 57-2008 (June 3, 2008) and extended by OCII Resolution No. 77-2015 (December 15, 2015).
- Displaced Tenant Housing Preference Certificate Holders as is amended by the Board of Supervisors from time to time and if such preference does not conflict with other financing sources. The Ellis Act Displacement Certificate Holder preference was adopted by the OCII Commission at its meeting of August 5, 2014 (Resolution No. 64-2014). Since that time MOHCD has revised that preference and created the Displaced Tenant Housing Preference. The OCII Commission will consider adoption of the DTHP in the Fall of 2016. The Commission may also adopt the Neighborhood Preference; if adopted the Neighborhood Preference would apply as the third leasing preference (if such preference does not conflict with other financing sources).
- San Francisco Residents or San Francisco Workers
- Members of the General Public

These preference referrals must meet the Developer's established screening requirements for the project, which must be consistent with OCII's marketing policies and final selection will lie with the Developer. Any authorized preference shall be permitted only to the extent that such preference does not have the purpose or effect of delaying or otherwise denying access to a housing development or unit based on race, color, ethnic origin, gender, religion, disability, age, sexual orientation, or other protected characteristic of any member of an

applicant household. OCII will work with the selected developer teams to resolve potential occupancy conflicts and determine additional occupancy preferences and marketing requirements and to ensure adherence to OCII occupancy preferences and marketing requirements.

Formerly Homeless Households or Households Voluntarily Relocating from Public Housing

If 25% of the units are set aside for formerly homeless, the eligible population will be homeless families with at least one minor child under the age of 18, and homeless pregnant women. If 25% of the units are set aside for residents relocating from public housing, the eligible population will be households currently living in the Sunnydale or Potrero Terrace or Annex communities who have elected to move from their units in anticipation of the construction process. The final determination of the special needs population will be most likely made by the time of Schematic Design approval for 6W and OCII staff will keep Commission informed on this process.

Marketing Process

OCII's required marketing process starts one month after construction and culminates with a lottery that takes place approximately 3 months before construction completion. While there is no "typical" construction period, most projects take approximately 20 months to be constructed. For the first part of that year and a half time period, the developer is working with OCII and MOHCD staff to develop marketing materials, identify media outlets and other means for advertising and select Rental Readiness and Homeownership Counseling Providers to whom to refer interested applicants for technical assistance. During this preparatory period, COP holders are notified of the housing opportunity through a series of postcard mailings which include contact information of Rental Readiness and Homeownership Counseling Providers who can then provide them with individualized assistance. Approximately 6 months before construction finishes and once communities are made aware of the housing opportunity, the application period opens and the selected developer provides weekly reports to OCII/MOHCD staff to track who is applying and re-focus outreach efforts on COP holders or populations least likely to apply. After the application period ends, a lottery is conducted for each of the preference rankings (COP, DTHP (if applicable), San Francisco workers or residents, and finally, general population) and applicants are randomly selected and verified for income qualifications. A waitlist is created, appeals are processed and the final rent roll is established. Once the building(s) have finished construction, residents are moved into their units. A detailed outline of the required marketing process can be found in Section IV Development Program Components C. Occupancy Preferences and Resident Selection on pages 15-16 of the 6W RFP (Attachment B).

CONTRACTING AND WORK FORCE HIRES

The selected Applicant(s) will be required to perform extensive good faith efforts to include Small Business Enterprises ("SBEs") in the performance of any agreement resulting from the RFP and any subsequent agreements between a selected development team and its contractors or consultants as required by OCII's Small Business Enterprise ("SBE") Policy. The SBE Policy ensures equity in small business contracting with an objective of meeting an overall SBE participation goal of 50% established by the OCII Commission. The selected Applicant will also comply with OCII's Construction Workforce Requirements to ensure that all contractors/subcontractors demonstrate good faith efforts to meet OCII's workforce hiring goals of 50% for San Francisco residents.

In addition to these good faith efforts, the selected Applicant team will be strongly encouraged to create an associate architect opportunity for an OCII-certified SBE if a non-SBE architect is part of development team and selected general contractors will be strongly encouraged to create a joint venture or similar partnership relationship with a San Francisco-based SBE contractor(s) looking to gain experience in that role.

The selected Applicant will also submit a Workforce and Contracting Action Plan ("WCAP") that addresses how the team will implement equal opportunity programs, which include the following policies and programs: Small Business Enterprise Policy, Nondiscrimination in Contracts and Benefits, Minimum Compensation Policy, Health Care Accountability Policy, and Prevailing Wage Policy. Applicants may elect to develop the WCAP with in-house staff or an outside consultant.

SCHEDULE

Staff intends to release the RFP in the latter half of August 2016 and responses will be due in early November 2016. Upon receipt of the Applicants' submittals, OCII staff will verify the completeness and only complete responses will be evaluated. An Evaluation Panel initially consisting of OCII staff, representation from MOHCD and a representative from the Mission Bay Citizens Advisory Committee ("CAC"), will then review the complete responses to determine whether they demonstrate the qualifications as specified in the RFP, and may interview Applicant teams as part of the evaluation process. Following a selection by the panel of reviewers, a presentation will be made to the CAC, and staff will then recommend an Applicant team for selection. Additionally, staff anticipates seeking authorization to enter into an Exclusive Negotiations Agreement and to enter into a loan agreement for predevelopment funding in early 2017.

(Originated by Gretchen Heckman, Development Specialist)

Tiffany Bohee
Executive Director

Attachment A: Site Location
Attachment B: Draft Request for Proposal, Mission Bay South 6W

Attachment A: Site Location



LEGEND:

- Public Facility
- Parks
- Retail
- Residential / Market Rate
- Residential / Affordable
- Hotel / Residential
- UCSF Campus
- UCSF Medical Center
- Commercial Office

Attachment B

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Housing Development

Request for Proposals

To develop and operate affordable rental housing units for low-income families and a to-be-determined special needs population at:
Mission Bay South Block 6 West,
(located on the western portion of the block bounded by China Basin Street, Merrimac Street and Mission Bay Boulevard North)

Block 8711, Lot 020
Mission Bay South Redevelopment Project Area

Deadline for Submission
4:00 PM – November 11, 2016

Issued by:
Office of Community Investment and Infrastructure
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

Contact: Gretchen Heckman
Email: Gretchen.heckman@sfgov.org
Phone: (415) 749-2439

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SECTION I. SUMMARY

The Office of Community Investment and Infrastructure ("OCII"), the Successor to the San Francisco Redevelopment Agency ("SFRA"), is seeking submittals from qualified applicants to develop, own, and operate a maximum number of units of affordable rental housing. The housing will serve low-income families at Block 6 West (the "Project") in the Mission Bay South Redevelopment Project Area ("Project Area"). An applicant ("Applicant") is defined as a team comprised of only the following: a non-profit developer ("Developer"), property manager, an architect and a Workforce and Contracting Action Plan ("WCAP") consultant (if an outside consultant is being proposed). While for the purposes of this RFP Applicants should assume that there will be a 25% set aside for formerly homeless households supported by the Local Operating Subsidy Program ("LOSP"), OCII reserves the right to instead require a set-aside for households who may choose to voluntarily permanently relocate from public housing undergoing revitalization through the HOPESF initiative, specifically from the Sunnydale and Potrero Terrace and Annex communities. Because the population to be served by the Project may change in the future, a services provider should not be identified at this stage. A services provider will be selected in a separate process depending on the outcome of the set-aside population determination. As required by the 1998 Mission Bay Affordable Housing Policy, adopted by the San Francisco Redevelopment Agency on September 17, 1998 (Resolution No. 194-98), preference will be given to nonprofit housing development corporations headquartered in San Francisco.

The Mission Bay South Owner Participation Agreement ("OPA") requires the selection of a Qualified Housing Developer for affordable housing parcels and provides the following definition: "*Qualified Housing Developer means non-profit organizations (including (i) governmental or quasi-governmental agencies or (ii) to the extent required to permit tax credit or similar financings, a limited partnership of which one of the general partners is a non-profit organization and the limited partnership's governing documents provide that the activities and purposes of the partnership are primarily to construct, develop, own, manage and operate Affordable Housing Units substantially in furtherance of the non-profit general partner organization's purposes and only incidentally to further the for-profit purposes of the for-profit partners, including providing for a reasonable rate of return) with the financial capacity and experience and a proven history of developing Affordable Housing Units consistent with the character and quality of the South Plan Area Residential Projects, the Mission Bay South Redevelopment Plan, Design for Development and Scope of Development are defined as nonprofit organizations or a limited partnership of which one of the general partners is a non-profit organization.*" **The selected Applicant will be required to select its other consultants and contractors in accordance with the OCII's Small Business Enterprise Program.**

The subject of this RFP is Assessor's Parcel Number 8711020, which is a 49,436 square foot rectangular site bounded by China Basin Street to the north, Merrimac Street to the west, Mission Bay Boulevard North to the south and a 143-unit affordable rental development to the east ("MBS Block 6 East", "6 East" or 6E"). The subject of this RFP will be known as Block 6 West (the "Site" or "Block 6W"). Details on the population to be served and design specifics can be respectively found in Section III, Project Overview and in Section IV Background in this RFP. A summary of some of the programming required for the Site is shown below.

Block 6W Program Requirement Summary

Number of units	A maximum number of units presented in a high quality, livable design based on Design for Development standards
Area Median Income and General population	- Up to 60% unadjusted AMI as defined by MOHCD (tiering at AMI's lower than 60% is required to serve Certificate of Preference Holders) - Families
Unit mix	25% one-, 50% two- and 25% three- bedroom units
Special needs	The composition of the 25% special needs units should reflect the unit mix of the project overall
Childcare Space	Podium level dedicated indoor and outdoor space for 40 childcare

	slots
Parking	Maximum 1:1 parking ratio, lower ratio is recommended, plus at least one car sharing spot

Block 6W is part of the 303-acre Mission Bay redevelopment district that was administered by the former SFRA. Pursuant to state law redevelopment agencies throughout the State of California were eliminated on February 1, 2012, California Health and Safety Code §§34161 et seq (the "Redevelopment Dissolution Law"). OCII is the Successor Agency to SFRA and is responsible for implementing SFRA's enforceable obligations. On January 24, 2014, the California Department of Finance ("DOF") determined "finally and conclusively" that the Mission Bay South OPA and tax allocation pledge agreement are enforceable obligations under Redevelopment Dissolution Law.

The Redevelopment Plan for the Mission Bay South Redevelopment Project Area ("Redevelopment Plan") and related documents continue to govern the development of the Project Area. OCII will select the development team and issue all project approvals for Block 6W. Upon completion of the project, OCII's assets related to the site will be transferred to the Mayor's Office of Housing and Community Development ("MOHCD"), which is the designated Housing Successor under Redevelopment Dissolution Law. MOHCD will therefore participate in the selection of the development team and will also review and comment on the project's financial underwriting and funding and disposition documents in order to ensure a smooth transition to MOHCD at project completion.

OCII staff will recommend an Applicant for the OCII Commission's consideration based on the evaluation of an interdisciplinary panel initially comprised of representatives from OCII, MOHCD and the Mission Bay Citizen's Advisory Committee ("CAC"); see Section III Project Overview for additional information. The panel will evaluate the Applicant's proposed development concept as well as demonstrated successful experience on relevant and comparable projects. **OCII may, in its sole discretion, disqualify any Developer and/or Architect or Other Personnel if they have any uncured defaults on any OCII, SFRA, or MOHCD agreement within the last five (5) years.** Applicants are advised that OCII is committed to vigorous equal opportunity employment and the payment of prevailing wages. Upon selection of an Applicant, OCII will seek to enter into an exclusive negotiation agreement with the selected Developer that will lead to a long term Ground Lease for the Site. The Department of Homelessness and Supportive Services, or another appropriate City agency, will seek to enter into a separate agreement for the provision of supportive services with the Applicant's supportive services provider, to be selected at a later date through a separate process.

SECTION II. IMPORTANT DATES & SUBMISSION PROCESS

A. Important Dates

Submittals are due by 4:00 PM, Friday, November 11, 2016.

1. ISSUE DATE: RFP available at OCII[1] ($50.00 registration required)	**Monday, August 20, 2016**
2. Pre-Submission Meeting at OCII **(Location: 1 South Van Ness, 2nd Floor Atrium Conference Room)**	**1:00 PM** **Friday, September 23, 2016**
3. Deadline for written questions / requests for additional information	**Thursday, September 29, 2016**

[1] Packets are available for pickup as of this date.

4. PROPOSAL SUBMISSION DEADLINE	**4:00 PM** **Friday, November 11, 2016**
5. Notification to Developer Teams who failed to meet minimum submission requirements	**Friday, November 18, 2016**
6. Developer Team interviews **7. Submittals Evaluated & Ranked**	**Week of December 12, 2016[2]**
8. Presentation of Panel's Selection to Mission Bay Citizens Advisory Committee	**Thursday, January 12, 2017[2]**
9. OCII Commission consideration of developer team selection	**Tuesday, January 24, 2017[2]**
10. OCII Commission approves Exclusive Negotiations Agreement and Predevelopment Loan	**Tuesday, April 11, 2017**

[2] These dates and times are proposed, and are subject to change.

B. Pre-Submission Meeting

A pre-submission meeting will be held at OCII's offices, located at One South Van Ness Avenue, in the 2nd Floor Atrium Conference room, on the date and time shown above, in Section II.A. The purpose of the meeting is to ensure that all teams understand the programmatic design and financing information that is required. Although attendance is not mandatory, it is highly recommended.

C. Questions and Requests for Additional Information

Please submit all questions and information requests to the attention of the contact person listed on the cover page of this RFP. All questions and requests for additional information regarding this RFP must be received **in writing** by OCII (via messenger, mail, or e-mail) – *on or before* – the time and date as shown above, in Section II.A. Questions received after the deadline may not be answered. All responses and additional information will be distributed to all registered RFP holders. OCII reserves the right, in its sole discretion, to determine the timing and content of the response, if any, to all questions and requests for additional information. In addition, OCII may respond via messenger, fax, or e-mail.

D. Registration and Fee for RFP Packet Required

Responses to this RFP will be accepted only from those Applicants who have registered with OCII by paying a non-refundable registration fee of **Fifty Dollars ($50.00)** at the time the RFP is obtained or at the pre-submittal meeting. Only registered Applicants will receive answers to submitted questions and additional information as described above. RFP packets will be available on and following the Issue Date listed in Item II.A., above, at the offices of the Office of Community Investment and Infrastructure, One

South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103, and online at **http://sfocii.org/rfps-rfqs-bids**.

E. Submission Time, Place, Date, Contact

The MOHCD receptionist will collect and timestamp all submittals on behalf of OCII. One original plus six (6) copies, and one CD or flash drive with a complete electronic copy, of the submittal must be received by the MOHCD receptionist no later than:

Friday, November 11, 2016 at 4:00 p.m.

Office of Community Investment and Infrastructure
One South Van Ness Avenue, Fifth Floor
San Francisco, California 94103
Attn: Gretchen Heckman

SECTION III. BACKGROUND

A. Project Area Overview

The Site for the proposed Project is located in the Mission Bay South Redevelopment Project Area. This Section III provides background information on the Project Area. Section IV provides detailed information on the development program components to be incorporated into the Project. OCII's Mission Bay website at **http://sfocii.org/mission-bay** provides links to the following documents that should be reviewed and considered as Applicants prepare submissions.

Mission Bay Land Use and Development Maps

- Mission Bay Land Use Map
- Mission Bay Development Overview

Mission Bay Planning Documents

- Mission Bay Redevelopment Plan: South, as amended
- Design for Development: South, as amended

Mission Bay OPA

- Mission Bay South Owner Participation Agreement and Amendments

1. Overview of the Mission Bay Project Areas

The Mission Bay North and South Redevelopment Project Areas were established in 1998 and through the enforcement of the amended North and South Owner Participation Agreements ("OPAs"), will result in 6,514 residential units, with 29% or approximately 1,916 units set aside and allowed as affordable*. The affordable units are comprised of inclusionary affordable units and units developed by nonprofit housing developers on OCII Affordable Housing parcels. OCII Affordable Housing parcels comprise 15 acres of land that the Master Developer in Mission Bay North and South is required to contribute to OCII.

In Mission Bay North, 672 inclusionary and OCII-sponsored affordable units have been completed and the remaining 26 developer-sponsored moderate income inclusionary units are under construction at 360 Berry Street, (Block N4, Parcel 3 or Eviva), for a total of 698 affordable units.

In Mission Bay South, 150 affordable units have been completed at 1180 4th Street project which housed 100 low income households and 50 formerly homeless families. 958 affordable units remain to be completed and leased in Mission Bay South, including OCII-sponsored affordable developments currently

under construction: Block 7 West or 588 Mission Bay Boulevard North and Block 6 East or 626 Mission Bay Boulevard North, (which shares the same block as the subject of this RFP).

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UNDER CONSTRUCTION OR PLANNED	26	1,068*	1,094*
TOTAL	**698**	**1,218**	**1,916**

*The MBS OPA requires OCII to construct a base number of 1,108 affordable housing units. In addition, Section 3.6 of the MBS Housing Program (Attachment 3 to the MBS OPA) allows for OCII to construct an additional 110 affordable housing units, pending assessment of the development impacts and any necessary approvals. The total obligation and allowed number of units is 1,218 affordable housing units.

In total and as shown in the table above, 822 affordable units have been completed and 1,094 units (including the additional 110 allowable affordable units) remain to be completed in the Mission Bay Project Area.

Market Rate Residential & Non-Residential Development

At the time of this RFP release, with the recent completion of 360 units at Mission Bay South Blocks 5 and 11 in the winter of 2016, the majority of market-rate residential units have been completed in Mission Bay. The remaining market-rate units to be built in Mission Bay are 103 rental units at 360 Berry Street (Mission Bay North Block 4, Parcel 3) and 350 for-sale units at 1000 Channel Street (Mission Bay South Block 1) both currently under construction.

In addition to residential development described above, the Mission Bay North and South Redevelopment Project Areas, will result in 3.4 million square feet of office and biotechnology space, 425,000 square feet of retail uses, a new University of California, San Francisco research campus and medical center, a proposed Golden State Warriors Event Center, a 250-room hotel, 49 acres of open space, library, school, police headquarters, and local police and fire department. Completion of the Mission Bay project is anticipated to occur over 25 to 30 years and result in construction of more than $700 million of new infrastructure, over $8 billion in private vertical development, and creation of more than 30,000 permanent jobs.

Most of the prescribed development of Mission Bay has been initiated and much has been completed over the past several years. With the exception of Parcel 3 of Block N4, all of the Mission Bay North development parcels, parks and infrastructure have been completed. In Mission Bay South, the 4th Street commercial corridor is almost complete and filled with new, local serving commercial uses. The streets including traffic lights, sidewalks, landscaping and underground utilities have all been constructed and installed in the Major Phase area for Blocks 2-7 and 13 bounded by Channel Street to the north, Third Street to the east, Merrimac Street to the west and Mission Bay Boulevard South to the south. It is anticipated that the remaining streets and underground utilities will be finished by the second quarter of 2017. Two of the five parks that comprise the planned Mission Commons park system that will run from Terry Francois Boulevard on the bay shoreline to an extension of Long Bridge Street have been completed. P6 or Mission Bay Kids Park, a new children's park featuring play areas for toddlers and older children located directly north of the Site was opened in early July 2016 and Mariposa Park on Mariposa Street will open in August of 2016. 2015 saw the completion of multiple medical and office developments in Mission Bay including the first phase of the new UCSF medical center which provides 289-new hospital beds and the Public Safety Building which provides additional security to the neighborhood with a local fire and police station and police headquarters. The last remaining office and commercial developments are as follows: 1) a 700,000 square foot office and life science development along 16th Street which

began construction in September 2015 2) design of Uber Technologies, Inc.'s two new commercial buildings along Third Street which is currently underway, and 3) design of approximately 500,000 square foot of UCSF clinical and research/office square footage on Mission Bay South Blocks 33 and 34 which is also currently underway. In late 2015, OCII certified the Environmental Impact Report and approved the designs for the Golden State Warriors Event Center and Mixed Use Project, which is anticipated to open in 2019.

2. Development Controls

The Mission Bay South Redevelopment Plan (available at **http://sfocii.org/mission-bay**) establishes general land use controls, including types and intensities of development and public open space in each sector of the Project Area. The companion Design for Development for the Mission Bay South Project Area ("Design for Development") which is available online at **http://sfocii.org/mission-bay**) establishes detailed height, bulk, parking, street frontage and other design standards to ensure quality development.

The Mission Bay South Owner Participation Agreement ("OPA") between OCII (as successor to the San Francisco Redevelopment Agency) and FOCIL-MB LLC (successor in interest to Catellus Development Corporation and "Master Developer") and the Interagency Cooperation Agreement ("ICA") between OCII and other City departments, establish the protocols for development approvals in Mission Bay South. The Master Developer is required to submit its overall plans for development in "Major Phases" of one or more land use blocks, with each Major Phase consisting of the private development projects and related public improvements on these blocks. In the South, the Major Phase for Blocks 2-7 and 13, and Parks P5, P6, P13 and P15 have been approved and the primary use of these blocks is residential with ground floor commercial and retail uses along Third and Fourth Street.

3. Affordable Housing in Mission Bay North and South

6,514 residential units, with 29% or approximately 1,916 units set aside and allowed as affordable will be built in Mission Bay North and South.* The affordable units are comprised of inclusionary affordable units and units developed by nonprofit housing developers on OCII Affordable Housing parcels. All of the affordable units will be developed on OCII Affordable Housing Parcels contributed by the Master Developer to OCII. The Site is part of this land contribution. The development of the OCII-sponsored units will be subsidized through a minimum of 20% tax increment affordable housing set-aside generated by Mission Bay North and South, along with excess tax increment not needed for public infrastructure development and developer fees. As required by the 1998 Mission Bay Affordable Housing Policy, adopted by the San Francisco Redevelopment Agency on September 17, 1998 (Resolution No. 194-98), preference will be given to nonprofit housing development corporations headquartered in San Francisco.

*The MBS OPA requires OCII to construct a base number of 1,108 affordable housing units. In addition, Section 3.6 of the MBS Housing Program (Attachment 3 to the MBS OPA) allows for OCII to construct an additional 110 affordable housing units, pending assessment of the development impacts and any necessary approvals. The total obligation and allowed number of units is 1,218 affordable housing units.

4. Affordable Housing Parcels

Under the OPAs, Affordable Housing Parcels have been pre-selected and are distributed throughout the Major Phases in both Mission Bay North and South. Block 6W will represent the Master Developer's fifth land contribution in Mission Bay South and the ninth contribution in total. All OCII Affordable Housing Parcels are provided with appropriate infrastructure and will be remediated to the levels required by the San Francisco Bay Regional Water Quality Board and the Maher Act and according to the policies and procedures listed in the Environmental Investigation and Response Program for South Plan Area Affordable Housing Parcels, Open Space Parcels, Street Parcels and Community Facility Parcels (Attachment K of the Mission Bay South Owner Participation Agreement). This chart represents the affordable housing units built, under construction or planned on OCII Affordable Housing Parcels in Mission Bay:

Location	Project Name	# of Units	Housing Type	Date Completed
Mission Bay North	Rich Sorro Commons / Block N2-2	100	Family rental	2002
Mission Bay North	Mission Creek Senior Community / Block N3A-1	140	Senior rental (including 49 units for homeless seniors)	2006
Mission Bay North	Crescent Cove / Block N5	36*	Family rental	2007
Mission Bay North	Mission Walk / Blocks N4-A,N4-A2	131	Family for-sale	2009
Mission Bay South	1180 4th Street / Block 13 East	150	Family rental (including 50 units for homeless families)	2014
Mission Bay South	588 Mission Bay Boulevard North / Block 7 West	**200	Family rental	2016 (under construction)
Mission Bay South	626 Mission Bay Boulevard North / Block 6 East	143	Family rental (including 29 units for homeless families)	2018 (planned)
Mission Bay South	1150 Third Street / Block 3 East	101	Homeless Veterans (50 units) and Family rental (50 units)	2020 (planned)
TOTAL TO DATE		**1,001**		

* 36 units out of total 234 restricted units built at the Crescent Cove development were OCII-sponsored. The remaining 198 restricted units are Master Developer inclusionary units.

** Project under construction.

5. Mission Bay Affordable Housing Policy

SFRA adopted a Mission Bay Affordable Housing Policy ("Housing Policy") on September 17, 1998 to guide the development of the Affordable Housing Parcels. The Housing Policy states that SFRA (now OCII) will select Qualified Housing Developers under the OPA through a Request for Qualifications process - in this document referred to as a Request for Proposals. As required by the 1998 Mission Bay Affordable Housing Policy, adopted by the San Francisco Redevelopment Agency on September 17, 1998 (Resolution No. 194-98), preference will be given to nonprofit housing development corporations headquartered in San Francisco. OCII will then enter into an exclusive negotiations agreement and later, various development agreements with the selected developer. The type of housing to be built on each OCII site will generally be determined as part of the City's Consolidated Plan. The Housing Policy establishes that rental projects on the Affordable Housing Parcels have a 75-year initial term of affordability and average rents consistent with current City and Agency policies no greater than 30% of 60% of the AMI adjusted for household size and a utility allowance. The Housing Policy requires that homeownership projects on Affordable Housing Parcels will have an average sales price that does not exceed prices affordable to those earning 100% of AMI.

6. Target Populations

Block 6W is intended to serve low-income families earning no more than 60% of the Area Median Income ("AMI") as defined by MOHCD and based on the U.S. Department of Housing and Urban Development ("HUD") AMI for the area containing San Francisco, adjusted for individual and family size. While the

maximum AMI should be assumed at 60%, tiering of AMIs below that amount is required in order to serve Certificate of Preference holders. In addition, 25% of the total number units will be set aside for either 1) formerly homeless families to be referred by the City and County of San Francisco's Department of Homelessness and Supportive Housing; on those units the tenants will contribute 30% of their income toward rent and the difference between the rent level and the tenant contribution will be covered by the City's Local Operating Subsidy Program ("LOSP") or 2) households who elect to permanently relocate from the Sunnydale or Potrero Terrace and Annex HOPESF communities. The set-aside population will be confirmed no later than OCII's approval of schematic design. There will be no age restriction for residents. For the purposes of this RFP and further described in Section IV. Development Program Components, B. Affordability Restrictions and Financing Plan, Applicants should assume that the target population will be formerly homeless and will be supported by LOSP.

At a later date, after the set aside population is confirmed, the selected Applicant will, in collaboration with OCII, identify how supportive services are to be delivered and will submit a robust services plan that designates on-site services space and explains its applicability to all residents, including youth. For this RFP, services space, adequate for all residents of Block 6W, should be programmed and clearly shown in the site plan. If it is determined that the set-aside will be for formerly homeless families, the Department of Homelessness and Supportive Housing will oversee the selection of the supportive services provider as needed.

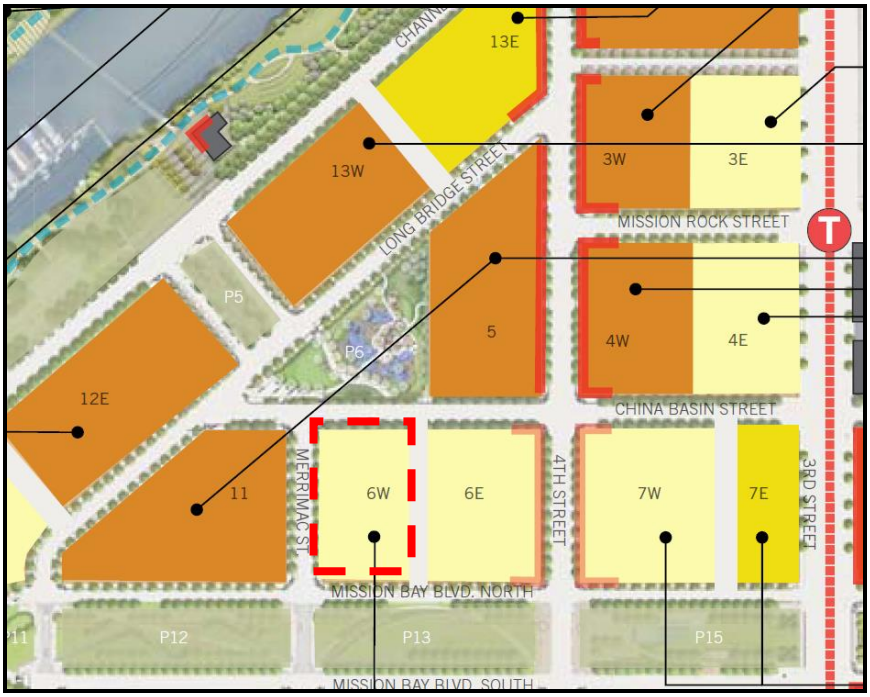
Also as described in Section VI "Submission Requirements," applicants will submit a robust marketing plan that will outreach to low-income families, and facilitate the lease-up of the Project. Pursuant to the Housing Policy and the Property Owners and Occupancy Preference Program (October 1, 2008), priority shall be given first to holders of Certificates of Preference. Applicants should assume second preference will be provided pursuant to MOHCD's Displaced Tenants Housing Preference (DTHP), which includes Ellis Act Displacement certificate holders. Although not currently adopted by OCII, the DTHP may also be adopted by the OCII Commission in the Fall of 2016. Third preference will be given to San Francisco residents or San Francisco workers, and then all others. OCII may require additional preferences in its discretion.

7. Development Context: Blocks 2-7 and 13 Major Phase

The Mission Bay Blocks 2-7 and 13 Major Phase Application ("Major Phase") is available at http://www.sfocii.org/mission-bay. This document was approved on November 1, 2005 (Resolution 178-2005), amended on September 18, 2007 (Resolution No. 101-2007) and on June 7, 2011 (Resolution No. 77-2011) by the former Redevelopment Commission, on June 11, 2012 (Resolution No. 7-2012) by the Oversight Board, on June 4, 2013 (Resolution No. 28-2013) by the OCII Commission, on June 10, 2013 (Resolution No. 6-2013) by the Oversight Board and finally on January 2, 2014 (Resolution No. 6-2014) by the OCII Commission. The Major Phase is a binding development document and is an integral part of the Mission Bay South development controls and sets forth the allocation of low-rise, mid-rise and high-rise buildings, and among other controls, defines building entry location and vehicular ingress and egress. The OPA allows for the Major Phase document to be modified as part of a Schematic Design approval for each block or by a subsequent major phase for other blocks. The developable site area on the seven blocks of the Blocks 2-7 and 13 Major Phase is approximately 16.8 acres and is divided into twelve separate development parcels. **Please note that the massing shown in the Major Phase was conceptual, and the ultimate design of the other blocks has been modified to an extent during the schematic design phase. Applicant teams should adhere to the Design for Development guidelines in developing their proposed massing and the maximum number of units for the site.**

The Design for Development allows a maximum of one vehicular parking space per dwelling unit with no required minimum (although lower ratio is recommended), and requires bicycle parking spaces at a ratio of 1 space per every 20 vehicular parking spaces, though applicants are strongly encouraged to exceed the bicycle parking requirement. Consistent with the standards and guidelines of the Design for Development, the proposed building massing for Mission Bay South residential area is characterized by a mix of low- and mid-rise residential buildings with several high-rise residential towers allocated among the development parcels.

8. Block 6



Block 6 consists of two mapped parcels, Block MBS Block 6E and Block 6W. Block 6W, the subject of this RFP and outlined in red in the above excerpt from the Mission Bay Land Use Map, consists of a rectangular parcel of 1.13 acres (49,436 square feet) bounded by China Basin Street to the north, Merrimac Street to the west, Mission Bay Boulevard North to the south and a 143-unit affordable rental development to the east (MBS Block 6 East) bordered by a mid-block walkway, which will be constructed and funded by the MBS Block 6 East development team. Responsibility and maintenance for the mid-block walkway will be shared between the development team of MBS Block 6 East and the selected team for Block 6W. **(See Attachment #17 for Final Map)**

The final address of Block 6W is to be determined.

9. Major Phase Infrastructure Improvements and Transit Amenities

The OPA requires that the Master Developer improve the public streets surrounding Block 6 as described in the Major Phase. As such and as detailed in the preceding Section 7 "Overview of the Mission Bay Project Areas," the surrounding public streets have been improved with new sidewalks, lighting, street trees, and street furnishings such as trash receptacles and bike racks in accordance with the approved South Plan Area Master Streetscape Plan ("Streetscape Plan").

Block 6W is well served by transit and future residents will have access to adjacent open space. It is located approximately two blocks from the Muni Third Street Mission Rock Light Rail station and approximately six blocks from the San Francisco Caltrain station on 4th Street between King and Townsend streets. In addition, the recently expanded Muni 55-16th street bus line passes directly southeast of the site at Mission Bay Boulevard South and 4th Street. Overall, the Mission Bay Redevelopment Project will provide approximately 49 acres of open space. Block 6W is bordered by parks to the north and south of the site, with Mission Bay Kids Park (Block P6) to the north at the corner of China Basin Street and Long Bridge Street and the extension of Mission Bay Commons park planned for directly south of the site.

OCII is responsible for providing the Master Developer, in a timely manner, with development information sufficient for the Master Developer to develop and locate utilities appropriately.

10. Citizens Advisory Committee

The Mission Bay CAC reviews all Major Phase submissions and Schematic Design submittals in Mission Bay. OCII staff will arrange for the qualified Applicants to present their RFP submittals to the CAC prior to Commission action, and for the review of the selected design concept as it moves forward to Schematic Design approval.

11. California Environmental Quality Act

Block 6W and its development plan for housing was included in the Final Subsequent Environmental Impact Report (FSEIR) completed in 1998. As part of its actions on September 17, 1998 establishing the Mission Bay Redevelopment Project Areas, the Redevelopment and Planning Commissions certified the Final Subsequent Environmental Impact Report (FSEIR), adopted findings under the California Environmental Quality Act (CEQA), adopted a series of mitigation measures, and established a comprehensive system for mitigation monitoring, including special measures by land use and in particular childcare facilities. The Board of Supervisors and other City departments adopted similar findings and mitigation monitoring plans. The selected team will work with the Department of Public Health, the San Francisco Bay Regional Water Quality Control Board, the Bay Area Air Quality Management District and OCII staff to ensure proper CEQA coverage and that the mitigation monitoring measures for Block 6W are appropriately documented and implemented.

B. The Site and Transfer of Ownership

The Site is a flat, rectangular 49,436 square foot lot. The parcel's frontage is as follows: 179.75 feet along China Basin Street and Mission Bay Boulevard North, and 275 feet along Merrimac Street and the mid-block walkway. The Site is currently vacant.

Under the OPA, Agency affordable housing sites will transfer from the Master Developer to OCII when the Project is ready to start construction. The Master Developer owns fee simple interest in the Site. At the start of construction, pursuant the OPA and a recorded Memorandum of Option, the Master Developer will transfer fee simple ownership to OCII at no cost. At that time, OCII will enter into a long-term ground lease with the Developer so that OCII will retain fee simple interest in the Site.

The Master Developer has been notified with a Preliminary Development Notice containing the Project's target start date and its general description. Additionally, OCII has submitted the Project's Development Notice to the Master Developer which includes specific information about the development program of the parcel, the Project's construction timeline, and schematic wet and dry utility designs. The Site will be delivered pursuant to Section 2.5 of the Mission Bay South OPA's Housing Program.

Once the project is constructed and occupied, the Ground Lease will be transferred to MOHCD as Housing Successor pursuant to Redevelopment Dissolution Law. Assuming the Applicant will require site control in order to access certain funding sources, OCII will enter into an appropriate agreement with the Applicant in order to meet the site control requirements of the approved funding source(s).

Development of the Site is subject to the Mission Bay South Design for Development guidelines further described in Section IV. F. below.

C. Soil Conditions

According to Figure V.J.1 of Volume Two of the Mission Bay Subsequent EIR (SEIR), Block 6 was within Mission Bay before it was filled and still contains shallow water. The area south of the Channel that includes Block 6 was filled between approximately 1884 and 1892.

Existing data at the Site and in the vicinity indicate there is about 15 to 30 feet of fill. The fill is typically composed of clay, sand and gravel mixtures with cobbles, boulders and debris. Groundwater ranges from 4 to 10 feet below the ground surface and is most typically encountered 7 feet below the ground surface. The fill is underlain by weak compressible clay known as Bay Mud with thicknesses of 90 to 120

feet at the western end of the site and 70 to 100 feet at the eastern end of the site. Below the Bay Mud, interlayered stiff to hard clay and dense sand are typically encountered. Bedrock grades from a high point of 160 feet below the ground surface to 220 feet below the ground surface in a general direction of southwest to northeast. Developers should incorporate the cost of appropriate structural systems in their proposed Sources and Uses of Financing; based on other projects in Mission Bay, Applicants should plan on including hinged slabs as part of structural foundation for Block 6W. The selected developer will need to conduct its own geotechnical investigations specific to the Site.

Hazardous Materials: Cleanup Responsibilities and Immunity

a) Soil Contaminants. Soil contaminants currently exist in the Project Area and are assumed to exist at the Site. The principal chemicals that have been detected in the Project Area are petroleum hydrocarbons and inorganic compounds (e.g. heavy metals). Additionally, asbestos was detected in the soil primarily from serpentine rock, which was imported to fill Mission Bay. No significant concentrations of Volatile Organic Compounds were detected in soil or groundwater. Limited concentrations of select volatiles such as benzene were found around the former petroleum storage facilities in the Mission Bay South Redevelopment Project Area, but are not expected to affect the Site. None of the chemicals were detected at concentrations that would pose a threat to human health following the completion of the planned development in the Project Area.

b) Risk Management Plan. A Risk Management Plan ("RMP") has been approved for the Project Area that summarizes the types of contaminants present and the measures that must be taken. Current and future owners, occupants, and property managers must comply with these measures. A copy of this report can be found on OCII's Mission Bay website at http://sfocii.org/mission-bay.

c) Cleanup Roles and Responsibilities. The OPA establishes the general principles by which responsibility for investigating and responding to environmental hazards is assigned. Further, a Memorandum of Agreement for Incremental Environmental Costs on Mission Bay Affordable Housing Sites ("MOA") between OCII and the Master Developer and executed November 19, 2001, describes in more detail the methods by which incremental costs will be calculated and reimbursed by the Master Developer. For purposes of the RFP, the Applicant shall account for methane mitigation costs, if any, in the development budget.

d) Limitations to Incremental Costs: No Underground Parking. The Master Developer's MOA to pay for all incremental costs is limited by (1) the exclusion for costs related to the construction of subterranean garages, and (2) the developer's reasonable efforts to provide for grading to be balanced on site. For this reason, OCII will not accept development concepts that include underground parking.

SECTION IV. DEVELOPMENT PROGRAM COMPONENTS

A. Housing Development Concept

OCII's development goal for the Site is the creation of a high quality design with a focus on livability while maximizing number of units with supportive services space for the to-be-determined special needs population. Units will be affordable to households earning up to a maximum of 60% area median income (as defined by MOHCD). The Project unit mix should be organized as follows: 25% 1-bedroom units, 50% 2-bedroom units, and 25% 3-bedroom units. Consistent with other affordable rental developments in Mission Bay, unit sizes should be in line with Tax Credit Allocation Committee ("TCAC") regulations and approximately:

- 525 to 575 square feet for one-bedroom/one-bathroom units
- 850 to 925 square feet for two-bedroom/one-bathroom units
- 1,050 to 1,150 square feet for three bedroom/one and a half- or two-bathroom units

The below table summarizes the OCII programming guidelines for the Site:

Design Criteria	**OCII Requirements**
Programming Guidelines	
Interior Common Space	• Podium level open space/ courtyard; private balconies discouraged • At least one common area/community room/multi-purpose room on ground floor level facing a street; a full kitchen should be incorporated into this space • Dedicated, private offices for Resident Services staff and on-site Case Manager or Clinical Coordinator with adequate room for secure storage of client records and for seating for one-on-one sessions • 24 hour desk management at front entrance • At least 1 laundry room with correct ratio of machines to number of units planned
Exterior common space	• Podium level open space/interior court yard. Please note there is an existing mid-block walkway designed for the neighboring 6E development
Open Space	• Podium level open space or another location convenient to residents
Refuse	• Designated area in the parking garage to accommodate separation of refuse and to meet Recology's pick-up requirements
Childcare Space	• Space must be designed to be licensable for 40 childcare slots – please see Attachment 21 "City of San Francisco's Childcare Facilities Interagency Committee's Best Practices Facility Requirements and State Child Care Center General Licensing Requirements" for detailed information. A minimum of 20% of the slots will be set aside for low income families however the expectation is that the final percentage will be significantly higher and that corresponding funding will be pursued in order to achieve a higher percentage of low income slots. Block 6W residents will have a preference for the low income slots and the number of those slots will be determined at the time of the RFP release for a childcare operator. This separate RFP with additional details will developed in conjunction with the City's Office of Early Care and Education. Please initially assume the childcare space will be leased at a nominal rate of $1.00 a year. • At a minimum, 1,400 square feet of dedicated indoor play area and 3,000 square feet of outdoor space designated for exclusive use for childcare recipients • Infant sleeping area, offices, bathrooms, kitchen/prep area and storage additionally should be included in the design • Separate bathrooms for children and adult staff • Loading/ drop off parking zone in front of childcare center

The interior and exterior common spaces should be designed with a special needs population in mind; designated spaces for teens to spend time in after-school, evenings and weekends should also be incorporated where possible. The Applicant should determine the optimal construction type for the Site to meet the programming, design, and cost containment requirements of this RFP.

The selected Developer must possess the qualifications and experience to implement a financially sound development plan to construct, market, and operate the housing and achieve a quality design with amenities that enhance unit livability.

B. Affordability Restrictions and Financing Plan

All proposed financing will be subject to underwriting using the most current version of OCII/MOHCD underwriting guidelines and MOHCD policies such as its Developer Fee policy. All Applicants should use these guidelines and policies in preparing their financing plans. Below are specific locations for the

OCII/MOHCD policies. They can also be found on the MOHCD website at http://sfmohcd.org/documents-reports-and-forms and http://sfmohcd.org/asset-management-multifamily-rental-housing.

Policy Document	File Location
Underwriting Guidelines	http://sfmohcd.org/sites/default/files/Documents/CURRENT%20Underwriting%20Guidelines%202016.pdf
Residual Receipts	http://sfmohcd.org/sites/default/files/Documents/MOH/CCSF_ResidualRecPolicy_2016revision_FINAL040116.pdf
Operating Fees	http://sfmohcd.org/sites/default/files/Documents/MOH/OperatingFeesPolicy_2016Revision_FINAL040116.pdf
Ground Lease	http://sfmohcd.org/sites/default/files/FileCenter/Documents/9147-CURRENT%20Ground%20Lease%20Policy.pdf
Loan Agreement	http://sfmohcd.org/sites/default/files/FileCenter/Documents/9149-CURRENT%20Loan%20Agreement%20Policy.pdf
Tax Credit Dev Fee	http://sfmohcd.org/sites/default/files/FileCenter/Documents/4882-CURRENT%20Tax%20Credit%20Developer%20Fee%20Policy.pdf

OCII's goal is that Block 6W remains permanently affordable. To ensure this outcome, OCII will transfer site control to the selected developer through a long-term ground lease (with an initial term of 55-75 years). At the time the project is completed OCII will transfer its interest to MOHCD. The development program for the Block is in furtherance of the goals of MOHCD's Consolidated Plan (2015-2020), and depending upon the ultimate population served, the Department of Homelessness and Supportive Housing (DHSH) or the HOPESF Initiative (by housing voluntarily relocating public housing residents from the Sunnydale or Potrero Terrace or Annex communities). DHSH brings together under one roof the multitude of homeless outreach, housing, shelter, and supportive services that exist across City and County of San Francisco departments and will build on the success of the City's former programs. The HOPE SF Initiative is the Mayor's signature anti-poverty project that seeks to end intergenerational poverty and improve life outcomes for the City's long underserved and disconnected public housing residents through a resident-centered reparations approach.

Developers should submit, as further described in Section VI.C.6, a financial plan that demonstrates project feasibility with these operating and services subsidies. Limited OCII resources may be available to assist in the development of the Project; however, the Applicant will be expected to aggressively pursue non-OCII sources of development financing. Submittals will be evaluated, in part, based on the level of OCII subsidy required and the extent to which these funds are leveraged to obtain non-OCII sources. Applicants must account for all costs of development, including supplementary environmental remediation, if any; utility connections and site work; demolition, grading and shoring; and all permitting and applicable City or other fees. To provide this information, Applicants should fill out the OCII/MOHCD Sources & Uses budget that includes the following:

- Primary capital funding sources. Those sources should consist of currently available sources including but not limited to: 4% low income housing tax credits with tax-exempt bonds, Federal Home Loan Bank Affordable Housing Program funds, HCD's Affordable Housing and Sustainable Communities funds, OCII subsidy, and any other funding developers deem applicable. Proposals proposing to use 9% low income housing tax credits will not be considered. Applicants should include in their financing narrative an explanation of why the Block 6W project would be competitive for the various funding sources assumed and if any sources were not assumed, why they were deemed inappropriate for the project. All assumptions including tax credit pricing, state and federal credits and amount of subsidy requested should be included for each funding source in the financial plan.

    - Rents set at the following affordability levels:

      75% of the units with rents set not to exceed 60% of the unadjusted Area Median Income ("AMI") for HUD Metro Fair Market Area that contains San Francisco as established by MOHCD. The 60% MOHCD AMI for 2016 is $64,600 for a family of four. Rents should be tiered below the 60% AMI maximum, including units set at and between 30% and 50% AMI levels to serve extremely low income Certificate of Preference holders; funding sources should be aligned with this tiering.

      25% of the units will be set aside for income-eligible formerly homeless households making no more than 60% of the MOHCD AMI, who will contribute 30% of their income toward rent. The difference between the cost to operate the homeless unit and the tenant contribution will be covered by the City's Local Operating Subsidy Program ("LOSP"). The Applicant should use this

assumption for the purposes of financial modeling only for their submittal and the assumption is subject to revision after an Applicant has been selected. The LOSP agreement may require that future cross subsidy of income generated from the higher income units may be used to offset low-income generated by the units set aside for the formerly homeless households. Applicants should assume LOSP, but must remain flexible if OCII or the selected developer secures other rental subsidy sources or if OCII elects to create units to serve Sunnydale and Potrero Terrace and Annex residents that wish to permanently move offsite due to the HOPE SF rebuilding work.

- Funding from the LOSP, through a 15-year contract with the MOHCD, to cover the difference between the costs to operate the homeless set aside units and the tenant's contribution. The Applicant should assume for the purposes of this RFP that DHSH will provide $4,657 per year per unit for the units set aside for the formerly homeless households and that a 0.5 FTE case manager will be included. Staffing costs for a 24 hour desk coverage should also be included. DHSH most often refers homeless families with income levels ranging from 20% AMI to 30% AMI and thus the LOSP units should be set at 30% AMI to account for the entirety of that income range.

- An operating budget that includes all expenses necessary to properly operate and maintain the building. Note that debt service cannot be paid for by LOSP. LOSP will cover required fees such as the Partnership and Asset Management fees and LP Asset Management fee, pursuant to MOHCD's Operating Fees Policy.

- Construction type to be determined by the Applicant, and assuming a construction commencement date of December 2018 and a construction completion date of September 2020. Applicants should identify escalation assumptions consistent with these dates.

- A 55-75 year initial term ground lease agreement (with an option to extend to a total of 99 years) with OCII for the Site. Applicants may assume an Annual Rent to be set at 10% of the appraised unrestricted value of the Site. Annual Rent shall be re-determined every fifteen years thereafter, as determined by an MAI appraiser selected by and at the sole cost of Tenant. Applicants should assume the Annual Rent will be comprised of a $15,000 annual Base Rent payment to be paid as an operating expense, with the remaining amount of the Annual Rent to be paid from surplus cash, if any, as the Residual Rent.

C. Occupancy Preferences and Resident Selection

Family Units

Preference will be given first to Agency Certificate of Preference Holders and the Selected Developer should plan on seeking financing that is compatible with this preference. Depending on financing obtained, OCII staff will work with the selected Applicant teams to resolve potential occupancy conflicts and determine additional occupancy preferences and marketing requirements, if any. Preferences for the units of low-income family housing will be leased in the following order:

- Certificate Holders (Property Owner and Occupant Preference Program, as amended and restated, codified and clarified recent amendments that the former Redevelopment Agency Commission authorized in Agency Resolution No. 57-2008 (June 3, 2008).
- Displaced Tenant Housing Preference Certificate Holders as is amended by the Board of Supervisors from time to time and if such preference does not conflict with other financing sources. The Ellis Act Displacement Certificate Holder preference was adopted by the OCII Commission at its meeting of August 5, 2014 (Resolution No. 64-2014). Since that time MOHCD has revised that preference and created the Displaced Tenant Housing Preference. The OCII Commission will consider adoption of the DTHP in the Fall of 2016. The Commission may also adopt the Neighborhood Preference; if adopted the Neighborhood Preference would apply as the third leasing preference (if such preference does not conflict with other financing sources).
- San Francisco Residents or San Francisco Workers
- Members of the General Public

These preference referrals must meet the Developer's established screening requirements for the project, which must be consistent with OCII's marketing policies and final selection will lie with the Developer. Any authorized preference shall be permitted only to the extent that such preference does not have the purpose or effect of delaying or otherwise denying access to a housing development or unit based on race, color, ethnic origin, gender, religion, disability, age, sexual orientation, or other protected characteristic of any member of an applicant household. OCII will work with the selected developer teams to resolve potential occupancy conflicts and determine additional occupancy preferences and marketing requirements and to ensure adherence to OCII occupancy preferences and marketing requirements. If more applicants apply than the number of units available, the Developer shall conduct a public lottery.

Formerly Homeless Households or Households Voluntarily Relocating from Public Housing

If 25% of the units are set aside for formerly homeless, the eligible population will be homeless families with at least one minor child under the age of 18, and homeless pregnant women. If 25% of the units are set aside for residents relocating from public housing, the eligible population will be households currently living in the Sunnydale or Potrero Terrace or Annex communities who have elected to move from their units in anticipation of the construction process.

Advertising and Marketing

Starting one month after construction commencement, the selected Developer must provide early rental readiness outreach services including education, individualized support, group workshops and peer-support counseling, with an emphasis on outreach and technical assistance to COP holders. The Applicant **must select a third party provider of such services.** A preferred provider list that was created through a MOHCD procurement process is listed under "Qualified Consultant Organizations" in the Form of Early Outreach Plan and names the following organizations: SF LGBT Community Center, Veteran's Equity Center, Mission Economic Development Agency, Consumer Credit Counseling of San Francisco, Asian Inc, San Francisco Housing Development Corporation and Homeownership SF.

After the early outreach period, the selected Developer will be expected to implement a robust marketing plan that successfully outreaches to low income families with an emphasis on COP holders, and, with DHSH's coordination and direction, may also elect to outreach to formerly homeless populations (if this is the determined special needs population), although this is typically handled by DHSH. In addition, the Developer shall make available support service staff to prospective applicants, as they may require, for the purpose of assisting them throughout the application process and maximizing their participation. The selected Developer must also provide notice of the rental opportunity through public meetings and mailings, including outreaching to the Mission Bay Citizens Advisory Committee. To ensure that the marketing of the Project is successful, the Applicant must include in their proposal a marketing plan for the non-DHSH referred affordable units that indicates the overall marketing strategy and how the Applicant intends to resource the marketing phase of the Project, such as either through direct staffing and/or through the use of a dedicated marketing or outreach consultant. If there is expertise in-house, there is no requirement to use an outside consultant, but if the Applicant proposes to use one, then such a consultant will be selected later in accordance with the OCII's Small Business Enterprise Program and in conjunction with MOHCD staff. If this consultant is not listed under the Qualified Consultant Organizations mentioned above, they must work with one of the organizations on that list, as the Developer would be required to do if marketing was completed in-house.

OCII, in conjunction with MOHCD, assists Developers in notifying holders of a Certificate of Preference (Certificate Holders) and others on OCII's mailing list of those interested and qualified in rental opportunities. Attachments including templates and explanations of marketing materials the Developer will be required to provide to OCII and MOHCD staff will be supplied at the loan agreement stage with the selected Applicant; the requirements laid out in these attachments help to ensure the maximum number of potentially qualified applicants can overcome potential barriers to the units. A detailed overview of the marketing process is covered in the below section.

Marketing Process

The below outline provides a step by step overview of the early outreach and marketing procedures introduced above. In addition, Attachment 23 provides a sample timeline for marketing activities. Starting one month after construction and working until the units are built and 100% occupied, the selected Applicant will work with OCII and MOHCD staff to do the following:

1) **Develop an Early Outreach Plan that:**
   a. Creates a mock-up of the COP holder postcard mailer which will be mailed to COP holders in order to provide them advance notice of the housing opportunity
   b. Establishes contacts at Rental Readiness and Homeownership Counseling Providers that are available to provide technical assistance and individualized attention to COP holders
   c. Names the Developer's Leasing or Sales Agent and establishes a webpage, email address and hotline specific for interested parties to obtain more information. Developer also establishes a location where hardcopies of the rental or for sale application are to be picked up during the Marketing Period.
   d. Identifies Rental Readiness and Homeownership Counseling Providers that interested applicant households will be referred to
   e. Sets dates and locations for Application Workshops to be held by Rental Readiness and Homeownership Counseling Providers
   f. Establishes a list of media outlets and any other means through which the housing opportunity will be marketed
2) **Carry out Early Outreach**
   a. 5 COP postcards are mailed out to COP holders over a period of 4-6 months
   b. Application Workshops held by Rental Readiness and Homeownership Counseling Providers and interested applicants can attend and ask questions
   c. COP holders may elect to participate in one-on-one phone sessions with the Rental Readiness and Homeownership Counseling Providers to obtain assistance with filling out the rental application or addressing any barriers to housing
3) **Facilitate a Marketing (Open Application) Period**
   a. The housing opportunity is sent out to subscribers of the San Francisco Housing Email Alert
   b. The housing opportunity is published in the media outlets identified in the early outreach plan
   c. OCII/MOHCD posts the application on its website and MOHCD front desk staff are notified of the live application if interested parties call in or visit with questions
   d. Developer staffs a location where hardcopies of applications can be picked up
   e. Developer provides OCII/MOHCD with a weekly report of applicant lists as applications come in
   f. Developer provides OCII/MOHCD with a report summary of its outreach to COP holders
4) **Hold a Lottery**
   a. Applications are assigned numbers for anonymity and during a live lottery process, application numbers are randomly selected. A separate lottery is held for each population of preference (COP, EAHP, etc).
   b. Developer creates a final list of applicants who were successful in the lottery, sorted by preference rankings and OCII/MOHCD verifies
   c. A waitlist is established and is organized by preference rank
5) **Process Appeals**
   a. Developer with oversight from OCII/MOHCD hears appeals and adjusts the rent roll as necessary
   b. Rent roll is finalized
6) **Lease-Up**
   a. Once a project receives its Final Certificate of Occupancy, Developers begin moving residents in
   b. Developer submits a weekly report naming all the occupied units until building(s) is 100% occupied

D. Property Management/Maintenance Oversight

Applicants should provide information regarding proposed property management team's experience – including previous work with disenfranchised populations who have experienced chronic trauma as well as a commitment by a property management firm to provide sound operational and building management, who is willing to meet with residents, the Developer, and service provider at regularly scheduled tenant meetings.

E. Land Use Restrictions

The land use controls of the Mission Bay South Redevelopment Plan ("Plan") apply to Block 6W, and its development is subject to the review and approval of OCII and should conform to the Major Phase. The Major Phase is a binding development document and is an integral part of the Mission Bay South development controls.

A copy of the Redevelopment Plan and its companion Design for Development for Mission Bay South are available on OCII's Mission Bay website at http://sfocii.org/mission-bay. In addition, the Mission Bay South Signage Master Plan is also available at the same location.

The requirements include, but are not limited to, the following categories: density, open space, height/bulk, parking, off-street loading, bicycle parking, setbacks, signage, and utilities. Applicants are responsible for ensuring that their proposal complies with all applicable design development requirements.

F. Design and Construction

OCII requires excellence in architectural design and physical acknowledgement, through the highest design and construction standards, of the Site's location in a high density, newly developing, master-planned, and mixed-use neighborhood. As mentioned throughout this RFP, applicants should refer to the Design for Development document and the amended Major Phase for Mission Bay South located on the OCII Mission Bay website http://sfocii.org/mission-bay. Since the Project is located within a Redevelopment Area, the City's zoning regulations are replaced by the Redevelopment documents listed above. In addition to the standards and guidelines of the documents mentioned above, residential units should be designed to meet the needs of the target populations. Design of the services and community spaces are integral to the success of the Project and should be inviting and offer a variety of well-placed public and private spaces to ensure residents' comfort seeking assistance and also allow opportunities for community building activities.

The Mission Bay Design for Development allows for the maximum amount of creativity from the Applicant by identifying basic standards and guidelines, such as height and bulk, but otherwise depending primarily on design guidelines to direct the rest of the building design. Please note the Major Phase for Blocks 2-7 and 13 shows a proposed massing diagram for Block 6W. Based on the approved schematic design of adjacent Block 6E (which is included as Attachment 24), applicants are encouraged to pursue a different massing concept that falls in line with the Design for Development Guidelines summarized below. Please refer to the Design for Development document for a comprehensive set of design guidelines.

Design Criteria	**OCII Requirements**
General Design	
Height Limitations	• The average height requirement for Block 6 is 55' along China Basin and Merrimac streets. Taking into account the design for Block 6E, the following average height limits by street frontage should be considered to: • China Basin Street – 71' • Mission Bay Boulevard – 65' • Merrimac Street – dependent on heights prescribed for China Basin Street and Mission Bay Boulevard and when averaged with these frontages should not exceed a maximum of 55'.
Lot Coverage	• 100% lot coverage to a maximum height of 40'. For buildings above 40', a maximum of 75% lot coverage is allowed.

Street Wall	• Regulations include minimum frontages and heights, corner treatments and projections. Please refer to Section III Design Standards of the Design for Development document for details.
Vehicular Access	• Garage access from Merrimac Street to mirror the garage access at the neighboring Block 11 residential development
Pedestrian Access	• Pedestrian access along mid-block bay; Consider a main entrance at corner of Merrimac and China Basin Street and a secondary entrance at Mission Bay Boulevard
Vehicular and Bicycle Parking	• Maximum parking space ratio of 1 space per unit; a lower ratio is encouraged. At least one car sharing space should be incorporated. • Minimum bike ratio of 1 space per 20 vehicular spaces; a higher ratio is encouraged. One bicycle rack/storage per unit is required.
Code Compliance and Green Building	• Compliance with San Francisco Building Code and Administrative Bulletin AB-093; • The San Francisco Planning Department's Standards for Bird-Safe Buildings adopted July 14, 2011 and, • LEED "Gold" rating or Green Point Rating of 125 or higher
Building Features	• Distinguished and emphasized building corners, especially at the corner of Merrimac Street and China Basin Street • Variations in materials and massing to break up the façade of the building

It is important to note that the northwest part of the Site lies at the end of a view corridor from the small portion of Mission Creek Park on the north side of the channel that separates Signature Properties' development at 255 Berry Street and Opus West Development's Park Terrace project. Because of this line of sight, a prominent main entrance or feature design for the corner of Merrimac and China Basin Street should be considered. This corner façade can be designed as high as 90 feet as long as the remaining façade fits within the average 71" foot height limit mentioned above.

Surrounding Uses

Design should pay particular attention to the existing built environment. The Site is a rectangular shaped parcel surrounded by:

- MB360, 188 market-rate rental units across Merrimac Street to the west,
- a 143- unit affordable rental community located on the same block and separated by a 30 foot landscaped public walkway to the east ("6E or 626 Mission Bay Boulevard North"),
- Mission Bay Kids Park to the north
- MB360, a 172-market rate rental units to the northeast, and
- P13 of Mission Commons to the south, which currently is being used for an outdoor food truck park called SPARK

The design of the neighboring development at 626 Mission Bay Boulevard North features townhomes and flats lining the mid-block walkway with ground floor entrances, a 65 foot building with ground floor retail along 4th Street and a main residential entryway at the corner of Mission Bay Boulevard North and 4th Street. On the south side of the site facing Mission Bay Boulevard North, the building façade should take into account the adjacency of the future extension of the Mission Bay Commons parkway and the associated pedestrian and recreational uses.

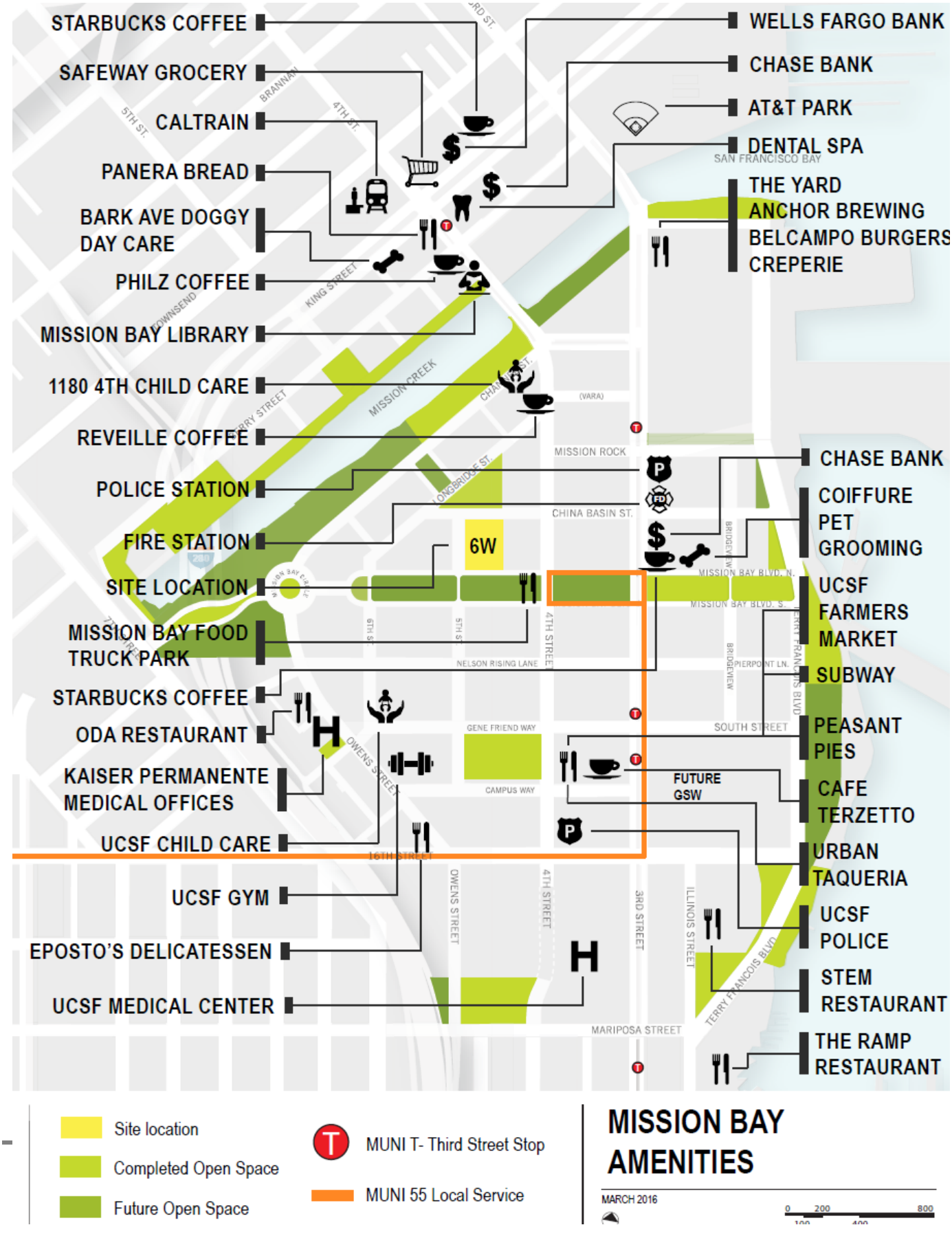
Overall, the Site and its surrounding parcels fall into Height Zone 3 which is defined by low (55-65 foot) and mid-rise (90 foot) buildings. Most of the surrounding uses are residential, with the UCSF campus and commercial office space located south of the site.

Neighborhood Amenities

The Mission Bay neighborhood is rich in transit, park and waterfront space and retail and entertainment amenities. The neighborhood is well-served by public transit, including the existing CalTrain railroad station located at the southwest corner of Fourth and Townsend Street and Muni's Third Street "light-rail" T line, which runs directly to the City's financial district. As seen is the below amenities map, there are also numerous neighborhood serving retail outlets within walking distance of Block 6W or reachable by a short bike ride or a few stops on the T Line. The green colored parcels denote the 49 acres of programmed and planned open space in the neighborhood.

(continued on next page)

Mission Bay Amenities Map



Mission Bay Map & Surrounding Uses to Site



LEGEND:

- Public Facility
- Parks
- Retail
- Residential / Market Rate
- Residential / Affordable
- Hotel / Residential
- UCSF Campus
- UCSF Medical Center
- Commercial Office
- 6W Site
- 4th Street Retail Corridor

Green Design Guidelines
As mentioned above, improvements shall meet San Francisco Building Code and Administrative Bulletin AB-093 and constructed to a Green Point Rated standard of 125 or LEED Gold rating. In addition, OCII seeks to maximize the overall sustainability of the Project to the extent possible through the integrated use of "green" building elements. Building features considered green or sustainable may include natural ventilation, daylighting, water conservation, and use of resource efficient and healthy building materials.

Priority Permit Processing
Pursuant to San Francisco Department of Building Inspection ("DBI") policy, this project qualifies as a designated priority permit because all of the units are affordable. The Applicant should become familiar with the priority permit procedures to ensure that DBI permits are reviewed expeditiously.

G. Equal Opportunity Programs

OCII has an Equal Opportunity Program ("EOP") that consists of various policies requiring OCII-sponsored projects to provide benefits to economically disadvantaged communities and local residents. The EOP consists of the various policies and programs that are described in Attachments 10 through 16 of this RFP.

As part of the RFP response, an Applicant team to this RFP shall submit a Workforce and Contracting Action Plan ("WCAP") that addresses how the team will implement the following policies and programs: Nondiscrimination in Contracts and Benefits, Small Business Enterprise Agreement, Minimum Compensation Policy, Health Care Accountability Policy ("HCAP"), Prevailing Wage, Permanent Workforce, and Construction Workforce. The WCAP should identify the individual responsible for its implementation. This individual may be an in-house staff member or outside consultant.

An Applicant is defined as a team comprised of only the following: (1) a non-profit developer ("Developer"), (2) property manager, (3) an architect and (4) a WCAP consultant (if an outside consultant is being proposed). As required by the 1998 Mission Bay Affordable Housing Policy, adopted by the San Francisco Redevelopment Agency on September 17, 1998 (Resolution No. 194-98), preference will be given to nonprofit housing development corporations headquartered in San Francisco. Any other consultant(s) to the development team shall be brought on to the project at a subsequent stage pursuant to OCII's SBE Policy. In addition, OCII encourages an Applicant with a non-Small Business Enterprise architect to consider an associate architect opportunity for an OCII-certified SBE to be selected at a subsequent stage pursuant to OCII's SBE Policy. Furthermore, OCII encourages general contractors to create joint ventures or similar partnership relationships with San Francisco-based SBE contractors looking to gain experience in that role. The successful Applicant shall assist OCII in meeting program objectives of building SBE capacity in the fields of construction services and supplies by requiring its general contractor to cooperate and exercise good faith efforts to create joint venture or similar partnership opportunities to SBEs.

H. Community Outreach

It is critical to the success of the development program that the selected Developer conducts extensive community outreach and establishes positive links with surrounding neighbors and the larger community throughout the development process. The Mission Bay CAC is an advisory body comprised of residents, business owners, and community organizations in the Project Area, which advises OCII on all matters which affect the Project Area. The CAC will be asked to make a recommendation regarding schematic design concerning the Site and any OCII financing approvals for the Project. The CAC will name a representative to OCII's evaluation panel for this RFP. The selected Developer is expected to maintain an ongoing relationship with the CAC during development and once the Project is operational.

SECTION V. SELECTION PROCESS AND CRITERIA

A. Selection Process

1. Submittals will be accepted at OCII's offices only until the date and time shown in Section II.A. and E.

2. Submittals must be complete with an original plus six (6) hard copies, and one CD or flash drive with an electronic version of the submittal, to be considered. No submissions received by facsimile or electronic mail will be considered. The Applicant is solely responsible for ensuring that all information requested in Section VI, Submission Requirements, is submitted.

3. OCII staff will contact references.

4. Applicants who have provided Submittals that meet the requirements of this RFP will be interviewed. Interviews are scheduled to be held on the date(s) shown in Section II. A. These dates are subject to change. All Applicants should advise OCII staff of availability on these days. Interviews will be held at the Office of Community Investment and Infrastructure located at One South Van Ness Avenue in San Francisco on the Fifth Floor.

5. Further information or written material regarding qualifications or submittals may be requested prior to or following interviews.

6. OCII staff will make a recommendation to the OCII Commission based on evaluation of the Submittals, interviews, and reference checks.

7. The OCII Commission will approve selection of the successful Applicant.

B. Selection Criteria

The selection of the Applicant will be based on the strength of the proposed development concept as well as the Applicant team members' experience as described below. Please note that because OCII is requesting a service provider be identified or selected at a later date, through a separate selection process, the scoring requirements have been slightly adjusted from recently released RFP's.

POINTS		CRITERIA
55		**Proposed Development Concept**
	25	Proposed Massing Concept: strength and constructability of proposed massing concept, number of units, conformance with the Redevelopment Plan, Major Phase, and the Design for Development
	20	Financial Feasibility & Level of OCII Subsidy
	10	Proposed Marketing Plan
45		**Developer Team Experience and Capacity**
	10	Developer experience in developing and marketing affordable housing *comparable* to the housing proposed in this RFP
	5	Developer experience with government assisted affordable housing

		programs and financing sources and/or “green” housing; Developer Workload Capacity
	10	Workforce and Contracting Action Plan
	10	Architect experience & capacity, including “green” housing
	10	Property Manager experience & capacity
100	100	**Total Points**

For the Applicants as a whole, ranking will also be based on staff experience and capacity in light of current and projected future workloads; success of its Submittal presentation at community meetings and in OCII staff interviews; and ability to comply with OCII policies and requirements.

SECTION VI. SUBMISSION REQUIREMENTS

The Applicant must submit **one original, plus six (6) copies and a CD or flash drive with the complete electronic copy** of the submittal containing the information requested in this RFP.

Applicants are to provide the requested information in the order indicated below, to include a table of contents, with sections separated by labeled tabs corresponding to sections A-G below and their sub-sections.

An applicant (“Applicant”) is defined as a team comprised of only the following: a non-profit developer (“Developer”), property manager, an architect and a WCAP consultant (if an outside consultant is being proposed). The Mission Bay South Owner Participation Agreement (“OPA”) requires the selection of a Qualified Housing Developer for affordable housing parcels. Qualified Housing Developers are defined as nonprofit organizations or a limited partnership of which one of the general partners is a non-profit organization. As required by the 1998 Mission Bay Affordable Housing Policy, adopted by the San Francisco Redevelopment Agency on September 17, 1998 (Resolution No. 194-98), preference will be given to nonprofit housing development corporations headquartered in San Francisco.

The submittal should be submitted to OCII, on or before the time, date and at the place shown above in Section II. E. **Hand delivery is advised**. Late, incomplete, emailed or faxed submittals will **not** be considered.

A. Development Concept and Financing Proposal

Using standard estimating techniques, and clearly describing all important assumptions, provide the following documents:

1. Narrative:
Submit a narrative of no more than three (3) pages describing the proposed project.

2. Sources & Uses Pro-Forma:
Fill out the OCII/MOHCD construction and permanent sources and uses pro forma. See **Attachment #20** for reference purposes. Please contact the RFP representative if these spreadsheets need to be modified.

3. Financing Plan:
Submit a financing plan that is consistent with the Development Program Components as described in Section IV.

4. Cash Flow:
Submit a 20-year cash flow projection using the template provided in Attachment #20.

5. Commercial Pro-Forma:
Not applicable

6. Marketing Plan:
Submit a marketing plan of no more than three (3) pages that includes the following information:

- Applicant's overall philosophy and strategy for marketing 75% of the units to low-income families, particularly those receiving required preference (Certificate of Preference Holders, Displaced Tenant Housing Preference Certificate Holders when approved by the OCII Commission and if acceptable with the project's funding sources and San Francisco residents or workers). Describe both outreach elements (advertisements, community meetings, etc.) as well as the proposed staffing model to support potential tenants through the application and leasing process, i.e. through internal staffing or through the use of a dedicated consultant. Outreach plans should ensure that there are no language barriers for English as a second language or non-English speakers.
- Specific outreach methods which have been most useful in engaging potential applicants, as well as methods, to assist applicants successfully complete the leasing process. Please also describe ways to tailor those methods, or develop new approaches, to best serve Block 6W tenants.
- Description of early rental readiness services delivery to prospective tenants, especially Certificate Holders.
- A marketing budget that is consistent with the Applicant's marketing plan.

7. Massing Concept

a. *Narrative*: Provide a narrative description of the design concept including the Applicant's approach and the description of construction type, building materials, and green building strategies and elements.

b. *Drawings*: Provide the following drawings in black and white (color may be used only to differentiate program areas from one another and shall not be used to depict material finishes):

i. Site Plan: at 1/32" = 1'-0" showing building massing and the relationship of buildings, open space, private pedestrian walkway, streets and parking areas. Indicate locations of community space, lobby entrance, main residential entrance, retail entrances, housing layout, elevator, auto ingress/egress, etc.

ii. Sections: Two site sections at 1/32" = 1'-0", one longitudinal and one transverse, that best describe the massing concept.

iii. Floor Plans: Plans of all floors at 1/32" = 1'-0", showing proposed uses. Floor plans should indicate the number of bedrooms per unit, but not show unit layouts or detail layouts of any of the uses except for parking.

iv. Building Elevations: All Elevations at 1/32" = 1'-0'.

v. Green Point Rating Checklist

NOTE: The intent of the drawings is not to develop an architectural design for the Site, but to illustrate unit mix and the massing implications of the proposed development program. Applicants are required to submit only their proposed architecture massing concept in their proposal according to the criteria below.

No other drawings, renderings, elevations, or models of any kind are required or will be accepted at the time of submittal. Submittals in excess of the required materials shall be returned and will not be eligible for any payments pursuant to Section IX.G.2. Furthermore, Applicants are prohibited from presenting any additional drawings, renderings, elevations or models in excess of the accepted submission at community meetings, interviews, or Commission meetings.

B. Applicant Description

1. Applicant Description Form:
Complete **Attachment #1**, Applicant Description Form.

2. Résumés:
Submit résumés for all persons identified on the Applicant Description Form.

3. Organizational Documents:
Submit a current copy of the following documents. NOTE: If Applicant is a joint venture or partnership of multiple Developer entities, EACH Developer entity must submit the following:

a. *Certificate of good standing from California Secretary of State*. (Please note that the Certificate must bear the official State of California seal and that web screen prints from the Secretary of State of California website are not acceptable).

b. *Certification of 501(c)(3) status from the Internal Revenue Service* (if applicable, for any nonprofit corporations).

c. *Certification of 501(c)(3) status from the California Franchise Tax Board* (if applicable, for any nonprofit corporations).

d. *The latest two (2) years of either*:

i. signed federal income tax returns (including schedules or attachments, if any); or

ii. audited financial statements (with management letters, if any).

C. Developer Experience & Capacity

1. Developer's Experience in Comparable Projects

a. *Project Details:* Complete **Attachment #3**, the Comparable Projects Experience Form. Developers should use this chart to convey their experience in at least one (1) up to a maximum of three (3) projects completed within the past five (5) years by the Developer(s), preferably in San Francisco, that are *comparable* to the proposed project. For purposes of this RFP, a comparable project would be newly constructed affordable housing. Photos of projects may be included, but are not required.

b. *Community Outreach Narrative:* Provide a narrative of no more than three (3) pages describing how the Developer successfully conducted community outreach prior to construction commencement for the projects listed on **Attachment #3,** the Comparable Projects Experience Form.

2. Developer's Experience in Other San Francisco Projects

Complete **Attachment #4,** the San Francisco Projects Experience Form. Developers should use this chart to convey their experience in any other projects developed *within San Francisco only*. Photos of projects may be included, but are not required.

3. Developer's Workload Capacity

Complete **Attachment #2**, the Staffing Workload Form. All "Key Personnel" of the Developer must complete this form.

4. Developer's Workforce and Contracting Action Plan

Submit a Workforce and Contracting Action Plan ("WCAP") of no more than 3 pages describing the specific steps that the development team will take to meet or exceed the contracting and workforce obligations in Attachments 10 through 16 of this RFP and includes information regarding the following:

- Demonstration of the development team's knowledge and familiarity with OCII/City workforce and contracting policies and programs.
- The person(s) that will assume primary responsibility for working with OCII in implementing the WCAP (whether in-house or an outside consultant), the steps that the development team will take to meet the goals for participation by economically-disadvantaged and local businesses and workers (both construction jobs and the permanent jobs covered by the First Source Hiring Program).
- Any specific implementation actions that the development team proposes to achieve the best results for meeting or exceeding the goals.

D. Architect's Experience & Capacity

1. Architect's Experience in Comparable Projects:

a. *Project Descriptions*: Describe at least one, but no more than three (3), completed comparable developments in San Francisco, including dates completed and client contact information for each. (If the Architect was not the sole architect, please describe the Architect's role in the project).

b. *Photos*: Submit three (3) photos of the interiors and exteriors of the comparable projects listed above, to display architectural design features, relationships of buildings and relationships with adjacent uses (other developments, streets, etc.).

2. Architect's "Green" Experience:

Describe green building design experience and evidence of current Green Point Rated professionals, if any.

3. Architect's Project Experience Outside San Francisco:

a. *Project Descriptions*: Describe at least one, but no more than three (3), completed comparable developments outside San Francisco, including dates completed and client contact information for each. (If the Architect was not the sole architect, please describe the Architect's role in the project).

b. *Photos*: Submit three (3) photos of the interiors and exteriors of the comparable projects listed above, to display architectural design features, relationships of buildings and relationships with adjacent uses (other developments, streets, etc.).

4. Architect's Experience with Local Regulatory Agencies:

Describe experience working with the San Francisco Mayor's Office on Disability ("MOD") and the Department of Building Inspection, if any.

5. Architect's Workload Capacity:

Complete **Attachment #2,** the Staffing Workload Form.

E. Property Management Experience

Complete **Attachment #5** the Property Management Experience Form.

F. Other Required Information

1. Disclosure Questions

Each Developer Entity, as defined in Section A of **Attachment #1,** Applicant Description Form, shall complete and submit **Attachment #6**, the Disclosure Questions. These questions are designed to identify any potential conflicts of interest and/or liability issues. A summary of Government Code Section 87103 containing the relevant portion of the Fair Political Practices Act is included as a footnote on the Disclosure Form for reference. ✳**Failure to include a complete, signed certification will disqualify the submittal.**

2. Statement of Compliance with OCII Policies

The Developer must agree to comply with all of OCII's policies, including but not limited to, SBE Policy, Construction Workforce requirements, and insurance indemnification requirements found in this RFQ and shall execute a statement of compliance certifying the same, included as **Attachment #7**. ✳**Failure to include a complete, signed certification will disqualify the submittal.**

3. Offer to Negotiate Exclusively

a. *Form*: The Applicant shall complete and submit **Attachment #8**, Offer to Negotiate Exclusively. The person signing this form must have the authority to bind the entire Applicant Team. ✳**Failure to include a complete, signed Offer to Negotiate will disqualify the submittal.**

b. *Deposit:* The Applicant shall submit an "Offer to Negotiate Exclusively Deposit" in the amount of **One Thousand Dollars ($1,000) ("Deposit")** made payable to OCII as part of the Proposal. This payment shall be refunded to all Applicants not selected by the OCII Commission. (It shall also be refunded in the event an Applicant selected by the OCII Commission does not obtain OCII Commission approval for development of the project.) ✳**Failure to include a valid "Offer to Negotiate Exclusively Deposit" will disqualify the proposal.**

4. Submission Checklist

The Applicant must complete and submit **Attachment #9** Submission Checklist, certifying that all items on the Checklist are contained in the Proposal.

THIS IS THE END OF THE SUBMISSION REQUIREMENTS SECTION.

ALL INFORMATION REQUESTED ABOVE IN SECTION VI MUST BE SUBMITTED IN ORDER FOR A PROPOSAL TO BE DEEMED COMPLETE.

APPLICANTS SCORES MAY BE NEGATIVELY IMPACTED BY ANY INCOMPLETE INFORMATION.

SECTION VII. ADDITIONAL REQUIREMENTS

(for Recommended Applicant Only)

After the evaluation panel's interviews and presentation to the Mission Bay Citizens Advisory Committee, the recommended Applicant shall then be required to submit the following additional information *prior to OCII Commission consideration*.

DO NOT SUBMIT THESE FORMS WITH THE INITIAL PROPOSAL.

A. Nondiscrimination in Contracts and Benefits

The Applicant shall complete and submit **Attachment #10**, the Declaration of Nondiscrimination in Contracts and Benefits. OCII has established a policy prohibiting discrimination in contracting, which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners. For further information, see instructions contained in **Attachment #10** or contact George Bridges with OCII's Contract Compliance Department at george.bridges@sfgov.org.

B. Small Business Enterprise Program

The Applicant shall complete and submit **Attachment #11**, the Small Business Enterprise ("SBE") Agreement. OCII has established a goal of 50 percent for SBE participation on all construction, professional services, and supply contracts. OCII requires the Developer to perform extensive good faith efforts to include SBEs in the performance of any agreement resulting from this solicitation, and any subsequent agreements between Developer and its contractors or consultants. If SBE participation goals are not met, compelling good faith efforts must be documented and provided to OCII.

OCII has established a policy where the Developer shall give priority in awarding any contracts resulting from this solicitation in the following order: (1) Project and Survey Area SBEs, (2) Local SBEs (outside an OCII Project or Survey Area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy participation goals only if Project and Survey Area SBEs or Local SBEs are not available or qualified, or if their bids or fees are significantly higher than those of non-local SBEs. OCII will accept the certifications of SBEs by the Contract Monitoring Division of the City and County of San Francisco and may accept SBE certifications from other agencies if the other agencies' small business size standard is consistent with OCII's. For further information, see **Attachment #11** or contact George Bridges with OCII's Contract Compliance Department at george.bridges@sfgov.org.

C. Construction Workforce Requirements

The Applicant shall comply with OCII's Construction Workforce Requirements to ensure that all contractors/subcontractors demonstrate good faith efforts to meet workforce hiring goals. OCII has established a workforce hiring goal of 50 percent for San Francisco residents.

D. Minimum Compensation Policy

The Applicant (defined throughout this RFP as the Developer, the property manager, the architect, and the service provider) shall complete and submit **Attachment #12**, OCII's Minimum Compensation Policy ("MCP") Declaration. The MCP requires the payment of a minimum level of compensation to employees for all consultants working on OCII funded projects.

E. Health Care Accountability Policy

The Applicant shall complete and submit **Attachment #13**, the Health Care Accountability Policy ("HCAP") Declaration. The HCAP requires that contractors offer certain health plan benefits to their employees or

participate in a health benefits program developed by the City's Department of Public Health, or make a payment in lieu of such benefits to the City's Department of Public Health.

F. Prevailing Wages

The successful Developer's General Contractor, including all members of any joint venture with SBEs, and their subcontractors shall comply with OCII's Prevailing Wage Policy which includes payment of the State of California's prevailing wages.

G. Certification Regarding Insurance & Indemnification

OCII must be listed as an additional insured on such policies and the Developer Team must provide current certificates of insurance as evidence of coverage. At the time of selection, the successful Developer team must procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under OCII contract by the Developer team members, the general and subcontractors, their agents, representatives, and employees. Unless the insurance requirements are modified by OCII, the selected Developer team must procure and maintain insurance with an insurance company that has an A.M. Best rating of A:VII with at least the following coverages and limits:

1. Commercial General Liability:	$5,000,000 per occurrence for contractual liability, fire damage, legal liability, advertiser's liability, owner's and contractor's protective liability bodily injury, personal injury and broad form property damage, and $10,000,000 annual aggregate limit during demolition / construction and occupancy of the Site / ongoing operations of the Project. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Policy must list Successor Agency as an additional insured. As an alternative, the development team may provide a Consolidated Insurance Program (CIP or "Wrap Up") covering its interest, the Successor Agency's and City's interest and the General and Subcontractors of every tier with minimum limits of $10,000,000 per occurrence. In any event the insurance must provide ten years of products and completed operations coverage beyond completion of construction.
2. Automobile Liability:	$1,000,000 combined single limit per accident for bodily injury and property damage including owned, hired and non-owned auto coverage.
3. Workers' Compensation and Employer's Liability:	Workers' Compensation as required by the State of California and Employer's Liability with limits of $1,000,000 for bodily injury by accident and $1,000,000 per person and in the annual aggregate for bodily injury by disease.
4. Professional Liability (Errors and Omissions):	$2,000,000 each claim/$4,000,000 policy aggregate covering all negligent acts, errors and omissions of Applicant's design team members, including all architects, engineers and surveyors. Each design team member of the Applicant must submit proof of Professional Liability Insurance of $2,000,000/$4,000,000 covering negligent acts, errors, and ommissions. If the design and engineering consultants' professional liability insurance is "claims made" coverage, these minimum limits shall be maintained by the consultants for no less than ten years beyond the completion date of the construction.
5. Crime Policy	Crime policy'or fidelity bond covering selected Developer's officers and employees' against dishonesty with respect to the Funds, in the amount of $75,000 each loss, with any deductible not to exceed $5,000 including the OCII as additional obligee or loss payee
6. Pollution Liability / Asbestos Liability	Pollution Liability and/or Asbestos Pollution Liability applicable to the work being performed, with a limit no less than $I,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year, this coverage shall be endorsed to include Non-Owned Disposal Site coverage. This policy may be provided by the selected Developer's

	contractor to maintain these minimum limits for no less that three (3) years beyond completion of the Project.
7. Course of Construction (Builder's Risk):	Completed value of the project with no coinsurance penalty provisions.
8. Property Insurance:	Selected developer must maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows: (b) property insurance, special form coverage, excluding earthquake and flood, but including vandalism and malicious mischief, for one hundred percent (100%) of the replacement value of all furnishings, fixtures, equipment, improvements, alterations and property of every kind located on or appurtenant to the Site, including coverage for loss of rental income due to an insured peril for twelve (12) months, with a deductible not to exceed $10,000 each loss, including OCII as a named insured; (c) boiler and machinery insurance, comprehensive form, in the amount of replacement value of all insurable objects, with any deductible not to exceed $10,000 each loss, including the OCII as a named insured; and (d) during construction and/or rehabilitation, performance and payment bonds of contractors, each in the amount of one hundred percent (100%) of contract amounts, naming the OCII and Developer as dual obligees, or other completion security approved by the OCII in its sole discretion OCII has approved issuance of a Completion Guaranty by an affiliate of Borrower to Borrower's institutional lender as completion security.

From the time of selection, the selected Developer team shall defend, hold harmless and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of OCII contract and any of the contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

SECTION VIII. OCII PAYMENTS & FEES

The selected Developer is responsible for any applicable payments, deposits and fees in connection with, but not limited to, the following:

A. RFP Fee & Offer Deposit

An RFP registration fee of Fifty Dollars ($50.00) is collected when the RFP is picked up. Offer to Negotiate Exclusively Deposit in the amount of One Thousand Dollars ($1,000.00) made payable to the Office of Community Investment and Infrastructure is due at the time of Proposal submission.

B. Performance Deposit (Selected Applicant Only)

If the OCII Commission approves entering into a development contract with the Developer, then the Developer shall deposit with OCII an additional Nine Thousand Dollars $9,000.00 ("Additional Deposit"). The Additional Deposit shall be combined with the Deposit to form the performance deposit ("Performance Deposit"). The Performance Deposit shall be held by OCII until completion of the development.

C. City Fees (Selected Applicant Only)

The selected Applicant will be responsible for payment of all applicable City fees and relevant transactional costs, including but not limited to: building permit fees, utility relocation and connection fees, subdivision fees, transfer taxes, and transit fees.

SECTION IX. ADDITIONAL TERMS AND CONDITIONS

A. Selected Applicant's Team's Responsibility

The selected Applicant will be solely responsible for construction of all improvements according to OCII-approved construction documents, and in accordance with applicable City building codes. This includes, but is not limited to, all on-site improvements and any changes from existing conditions, including underground utilities, street lighting, curbs, gutters, street trees and sidewalks. The Developer Team will be solely responsible for all transactional costs and closing requirements, including, but not limited to, title insurance, escrow fees, parcel maps, etc.

B. Applicant's Duty of Loyalty

Applicant for itself and its Contractors agree to abide by OCII's duty of loyalty, which appears at (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or consultant of OCII shall knowingly act for anyone other than OCII in connection with any particular matter in which OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

C. OCII Non-Responsibility

OCII has no obligation to demolish any improvements on the Site, remove, relocate or install utilities, complete on-site or off-site preparation work or improvements, or make any changes whatsoever to existing conditions.

D. Geotechnical Investigations

All geotechnical investigation must be conducted by a licensed geotechnical engineer, retained by the Applicant, to investigate and supervise excavation and recompaction efforts as necessary, which investigations may only occur upon the issuance of a permit to enter the Site by OCII.

E. Environmental Review Approvals

The selected Developer will be responsible for securing all environmental review approvals necessary to move forward with the development of the Site. These reviews may include the requirements of the California Environmental Quality Act ("CEQA"), the National Environmental Protection Act ("NEPA") and/or Section 106 of the National Historic Preservation Act ("NHPA"), as applicable.

F. Accessibility Requirements

The selected Developer will be responsible for meeting all applicable accessibility standards related to publicly-funded multifamily housing development under Section 504 of the Rehabilitation Act of 1973, the Architectural

Barriers Act, the Americans with Disabilities Act, the Fair Housing Amendments Act of 1998, and Title 24 of the California Code of Regulations. If selected, Applicants must submit the permit set of architectural plans for the Site to the Mayor's Office on Disability for review and approval. Additionally, OCII requires an architect's certification at the completion of project design and construction that the improvements built are in accordance with all local, state and federal laws and regulations with respect to access for persons with disabilities.

G. Applicants Expenses

1. The Applicant responding to this RFP does so at its own expense. OCII will not consider any costs related to preparing the Proposal or negotiating the development contract as reimbursable. The foregoing notwithstanding, OCII will reimburse the cost for architectural massing drawings required by this RFP as set forth in Section IX.G.2 below.

2. OCII is requiring the submittal of an architectural massing concept as part of this RFP. In order to mitigate some of these costs to the Developers submitting submittals, OCII will reimburse those Developers whose principal office is located in San Francisco and whose Proposal, in the sole discretion of OCII, has met each of the minimum qualifications described in Section VI, Submission Requirements of this RFQ. The total aggregate payment for architectural reimbursables by OCII shall not exceed $50,000, and payments to Applicants who submit complete Submittals shall be prorated accordingly, in an amount not to exceed $5,000 per Applicant. Qualifying Developers seeking architectural reimbursement payments must submit invoices from their architects.

H. OCII Right to Modify or Suspend RFP

OCII, through its Executive Director, reserves the right at any time, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this RFP, and all or any portion of the contractor selection process in or subsequent to the RFP; to obtain further information from any Applicant member, to waive any defects as to form or content of the RFP or any other step in the selection process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all, or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any Developer Team.

I. Claims Against OCII

Each Applicant member, by responding to this RFP, waives any claim, liability or expense whatsoever against OCII and its respective officers, commissioners, employees and agents by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of OCII, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

List of Attachments

To be submitted with Submission Package:

Attachment #1:	Applicant Description Form
Attachment #2	Staffing Workload Form
Attachment #3	Comparable Projects Experience Form
Attachment #4	San Francisco Projects Experience Form
Attachment #5	Property Manager Experience Form
Attachment #6:	Disclosure Questions
Attachment #7:	Statement of Compliance with OCII Policies & Certification of Applicant
Attachment #8:	Offer to Negotiate Exclusively
Attachment #9:	Submission Checklist

To be completed by recommended Developer only after evaluation and interviews.

Attachment #10:	Declaration of Nondiscrimination in Contracts and Benefits
Attachment #11:	Small Business Enterprise Agreement
Attachment #12:	Minimum Compensation Policy Declaration
Attachment #13:	Health Care Accountability Policy (HCAP) Declaration
Attachment #14:	Prevailing Wage
Attachment #15:	Permanent Workforce
Attachment #16:	Construction Workforce

For information purposes only.

Attachment #17:	Final Map Block 8711, Lot 20 (aka Block 6 West)
Attachment #18:	MOHCD Developer Fee Policy
Attachment #19:	Area Median Income ("AMI") and Rent Levels for 2016
Attachment #20:	MOHCD/OCII Sources and Uses, Operating Budget and 20 Year Cash Flow
Attachment #21:	City of San Francisco's Childcare Facilities Interagency Committee's Best Practices Facility Requirements and State Child Care Center General Licensing Requirements
Attachment #22:	Standards for Bird Safe Buildings
Attachment #23:	Select OCII Marketing Policies: Marketing Process and Timeline
Attachment #24:	Schematic Design and Site Plan for Block 6E

ATTACHMENT #1: APPLICANT DESCRIPTION

A. Developer Entity Information *(repeat section as necessary if Applicant is a joint venture or partnership)*

Name of Developer	
Type of Organization (*i.e.* 501(c)3, corporation, LLC, etc)	
Percent Ownership of Proposed Project	

B. Key Personnel of Developer *(repeat this section as necessary for all Key Personnel of Developer(s); indicate which Developer person is employed by if Applicant is joint venture or partnership;* ***please place a * next to the name of the Lead Contact Person for the Developer****)*

Name	
Title (and Developer Name if multiple Developers in Applicant)	
Role on Proposed Project	
Address	
Phone	
Fax	
Email	

C. Architect Information

Name of Architect Firm	
Name of Contact Person	
Address	
Phone	
Fax	
Email	

D. Other Personnel *(repeat this section as necessary for all Other Personnel of the Applicant, i.e. Social Services Provider, Consultants, Property Manager, etc, who will* ***NOT*** *have any ownership interest in the proposed project)*

Name	
Title	
Role on Proposed Project	
Address	
Phone	
Fax	
Email	

NOTE: This form will be posted along with the RFP on OCII's website and can be downloaded and filled out electronically. The completed form however must be submitted as a hard copy along with all other proposal materials as outlined in the RFP.

ATTACHMENT #2: STAFFING WORKLOAD FORM

Staff Name/Position Title	Total FTE %	% F T E By T a s k						
		Projects (1) (2)					*Other*	
		_____	_____	_____	_____	_____	Adminstration	Miscellaneous
	100%							
	100%							
	100%							
	100%							
	100%							
	100%							
	100%							

(1) List all development projects, including the subject site, (existing or contemplated) that each person is expected to spend time on, [from Start predev date to Start of Construction]

(2) Attach additional sheets if necessary

NOTE: This form will be posted along with the RFP on OCII's website and can be downloaded and filled out electronically. However, the completed form must be submitted as a hard copy along with all other proposal materials as outlined in the RFP.

ATTACHMENT #3: COMPARABLE PROJECTS EXPERIENCE

Please complete this chart to describe Developer's experience in projects that are *comparable* to the proposed project, as defined in the RFP. Developer may submit up to three (3) comparable projects completed within the last five (5) years.

Developer Name: _____

	PROJECT #____
Project Name and Address	
Developer Name (if different than above)	
Developer Role (*i.e.* managing partner, limited partner, consultant, etc)	
Current Project Status (predev, in construction, complete)	
Total Number of Residential Units	
Unit Mix (*i.e.* # of studios, 1-Bdrms, etc)	
Total Residential Square Footage	
Total Square Footage of Commercial Area and Use, if any	
Population Served (including average affordability level)	
Green Building Features, if any	
Construction Type (and indicate material, *i.e.* wood, steel, etc)	
Construction Start Date	
Construction Completion Date (actual or estimated)	
Total Development Cost	
Financing Sources & Contact Info (list entity, contact names and phone numbers for each source)	
Government Affordable Housing Program, if any (provide program name, agency, contact names/phone)	
Budget/Schedule Variance (describe any variance from budget and schedule approved at construction start; explain amount, length of time, reasons and source of funds to cover additional costs)	

NOTE: This form will be posted along with the RFP on OCII's website and can be downloaded and filled out electronically. The completed form however must be submitted as a hard copy along with all other proposal materials as outlined in the RFP.

ATTACHMENT #4: SAN FRANCISCO PROJECTS EXPERIENCE

Please complete this chart to describe Developer's experience in projects that are *within San Francisco only*. The Developer does not need to include any projects already listed under the Comparable Projects section.

Developer Name: _____

	PROJECT #____
Project Name and Address	
Developer Name (if different than above)	
Developer Role (*i.e.* managing partner, limited partner, consultant, etc)	
Current Project Status (predev, in construction, complete)	
Type of Project (*i.e.* Family Rental, Senior Rental, Supportive Housing, Homeownership)	
Total Number of Residential Units	
Unit Mix (*i.e*. # of studios, 1-Bdrms, etc)	
Total Residential Square Footage	
Total Square Footage of Commercial Area and Use, if any	
Population Served (including average affordability level)	
Green Building Features, if any	
Construction Type (and indicate material, *i.e.* wood, steel, etc)	
Construction Start Date	
Construction Completion Date (actual or estimated)	
Total Development Cost	
Financing Sources & Contact Info (list entity, contact names and phone numbers for each source)	
Government Affordable Housing Program Involvement (briefly describe)	
Budget/Schedule Variance (describe any variance from budget and schedule approved at construction start; explain amount, length of time, reasons and source of funds to cover additional costs)	

NOTE: This form will be posted along with the RFP on OCII's website and can be downloaded and filled out electronically. The completed form however must be submitted as a hard copy along with all other proposal materials as outlined in the RFP.

ATTACHMENT #5: PROPERTY MANAGEMENT EXPERIENCE

Please complete this chart to describe all comparable projects currently managed, preferable in San Francisco.

Property Manager Name: _____

Project Name and Address	**Owner's Name**	**Project Type** (*i.e.* family rental, senior rental, ownership)	**Total # of Residential Units and Unit Mix** (*i.e.* # of Studios, 1-Bdrms, etc)	**Population Served** (incl. avg. affordability level)	**Building Type** (*i.e.* townhouses over flats, high-rise, etc)	**Government Program**, if any (incl. program, agency, contact name and phone number)	**Dates Managed** (if contract was terminated by owner, describe circumstances)

NOTE: This form will be posted along with the RFP on the Agency's website and can be downloaded and filled out electronically. *The completed form however must be submitted as a hard copy along with all other proposal materials as outlined in the RFP.*

ATTACHMENT #6

DISCLOSURE QUESTIONS

Instructions: Please respond completely to each question listed below using the space provided. Use a separate sheet of paper, if necessary. Please state "No" or "None" when appropriate. Do not leave a question blank or state "N/A". If the applicant[1] is an individual, then the information relative to that individual should be disclosed. If the applicant is a group or joint venture, then information relative to each member of the group or entities that comprise the joint venture should be disclosed. If the applicant is a corporation, then the information relative to the corporation should be disclosed.

1. Has applicant ever defaulted on a loan or other financial obligation? This includes all affiliate corporations and partnerships in which applicant is a general partner. If so, please describe the circumstances including dates and current status.

Answer: _____

2. Are there any prior or pending legal proceedings, actions, convictions or judgments that have been filed against applicant or its wholly owned subsidiaries, or any prior or pending arbitrations or mediations. If so, provide dates the complaints were filed and the present status of the litigation or the status of the arbitrations or mediations.

Answer: _____

3. Are there any prior or pending administrative complaint/hearing against or any debarment or suspension of or other administrative determination by any federal, state or local government entity relating to applicant, against any of applicant's affiliated corporations or partnerships in which applicant is a general partner, or other business entity. If so, please describe the circumstances including dates, agency or body conducting the investigation or inquiry and the current status.

Answer: _____

4. Has applicant or its wholly owned subsidiaries ever filed for bankruptcy. Please include dates and jurisdiction of filing, the reason, and current status.

Answer: _____

[1] For the purposes of this RFP, the term "applicant" shall mean and refer to the respondent to this RFP regardless of legal form. Thus applicant applies to individuals, sole proprietorships, joint ventures, unincorporated associations, partnerships, LLCs, LLPs, corporations (whether for profit, nonprofit, California or out of state) and any other entity legally entitled to do business in the State of California.

5. Describe any business, property, gifts, loans, investments or other financial relationships applicant, its individual principals, corporation, LLC, LLP or any of applicant's affiliated corporations or partnerships in which applicant is a general partner, or other business entity, with any member of the Agency Commission or his/her immediate family which are financial interest as defined by Section 87103 of the Fair Political Practices Act.[2]

Answer: _____

Applicant(s) hereby certify under penalty of perjury under the laws of the State of California that all information provided in the Disclosure Questionnaire is true and correct.

Date: _____ Signed: _____

[2] In summary Government Code Section 87100 requires any public officials participating in making decisions to refrain from using their official position to influence a governmental decision in which they know or has reason to know they have a financial interest. Section 87103 defines a financial interest as one that has a material, financial effect on the official or a member of their immediate family as follows: business interest – over $2,000; real property interest – over $2,000; other source of income within 12 months before the decision – over $500; gift or intermediary for donor of gift within 12 months - $250; business entity in which the official is a director, officer, partner, trustee, employee or holds a position of management. See Government Code Section 87103 for the complete definition.

ATTACHMENT #7

STATEMENT OF COMPLIANCE WITH AGENCY POLICIES & CERTIFICATION OF APPLICANT

Applicant(s) _____ agree(s) to comply with all of OCII's policies, including but not limited to insurance and indemnification requirements found in this RFP.

Date: _____ Signed: _____

Applicant(s) hereby certify under penalty of perjury under the laws of the State of California that all information provided in the application is true and correct.

Date: _____ Signed: _____

ATTACHMENT # 8
OFFER TO NEGOTIATE EXCLUSIVELY

Office of Community Investment and Infrastructure
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

Attention: Tiffany Bohee
Executive Director

Ladies and Gentlemen:

Exclusive Right to Negotiate

Parcel [ ], Assessor's Block [ ], Lot [ ]

[Name of Project Area]

The undersigned developer ("Developer") hereby submits to the Office of Community Investment and Infrastructure ("OCII"), an Offer to Negotiate Exclusively ("Offer") for up to 90 days for the right to lease and develop the subject property, Parcel **[ ]** (the "Site"), located at **[describe location]**, according to the development opportunity set forth in OCII's Request for Proposals dated **[ ]**, hereinafter called the "RFP". This Offer may be extended for up to three (3) additional 90-day periods at the sole discretion of the Executive Director of OCII.

The 90-day Offer period shall begin on the date of the OCII Commission's approval of such Exclusive Negotiations, as memorialized by an OCII Resolution. During the Exclusive Negotiations period, OCII and Developer shall seek to complete a long-term **[_____]**, which shall set forth the terms of the Developer's program and development for the Site.

The Developer hereby delivers its Offer to Negotiate Payment (the "Payment") in the form of a certified check or cashier's check, unless otherwise waived by OCII, made payable to the Office of Community Investment and Infrastructure in the amount of **[_____] [($_____)]**.

This Offer to Negotiate Exclusively is made upon the following terms and conditions:

1. The Developer understands and agrees that:

   (a) The Payment of **[_____] [($_____)]** shall become non-refundable in the event that the Commission approves the Developer for Exclusive Negotiations for development of the Site. The Payment shall be refunded to the Developer if it is not selected to enter Exclusive Negotiations.

(b) The Offer to Negotiate Payment requirement may, at OCII's sole discretion, be waived for California-based nonprofit corporations with 501(c)(3) federal tax-exempt status.

2. The Developer agrees (1) that OCII shall have no liability whatsoever of any kind or character; and (2) that the Developer has no, and shall not obtain, any claim or claims against OCII or OCII Property (all as hereafter defined), directly or indirectly, by reason of all or any of the following:

(a) Any aspect of the RFP, including any information or material set forth herein or referred to therein.

(b) Any modification or suspension of the RFP or any modification of the scope of the project described in the RFP, or informalities or defects therein.

(c) Any modification of or informality or defect in the selection procedure or any act or omission of OCII with respect thereto, including, but not limited to, OCII due diligence regarding any developer, including contacts and consultations with any developer as to any matter.

(d) The rejection of any Offer to Negotiate Exclusively, including this Offer to Negotiate Exclusively.

(e) The acceptance by OCII of any Offer to Negotiate Exclusively, including this Offer to Negotiate Exclusively.

(f) Entering into and thereafter engaging in Exclusive Negotiations.

(g) The termination of Exclusive Negotiations.

(h) Entering into any Ground Lease, Loan Agreement, Development and Disposition Agreement, or any other agreement relating to the RFP or as a result thereof.

(i) Any statements, representations, acts or omissions of OCII in connection with all or any of the foregoing.

(j) The exercise of any OCII discretion set forth in or with respect to any of the foregoing.

(k) If the Developer is selected for Exclusive Negotiations but the Developer is not approved by OCII for any reason, OCII shall retain the Payment as liquidated damages. The Developer agrees that [_____] [($_____)] is a reasonable sum, considering all the circumstances existing at the date of this agreement, including the relationship of the sum to the range of harm to OCII that reasonably

could be anticipated, and the anticipation that establishing proof of actual damages would be costly, difficult, and inconvenient. In placing their initials below, each party specifically confirms the accuracy of the statement made above and the fact that each party was represented by counsel who explained the consequences of this liquidated damages provision at the time this agreement was made.

OCII Initials_____ Developer Initials_____

(l) Any and all other matters arising out of or directly or indirectly connected with all or any of the foregoing.

The undersigned further, by its execution of this Offer to Negotiate Exclusively, expressly and absolutely waives any and all claims against OCII and OCII Property, directly or indirectly arising out of or in any way connected with all or any of the foregoing.

For purposes of this Section 3, the word "OCII" includes its members, officers, employees, agents, successors, and assigns; and the words "OCII Property" include property which is the subject of the RFP and all other property of OCII, real, personal or of any other kind or character. The words "claim or claims" include any and all protests, rights, remedies, interests, objections, claims, demands, actions, or causes of action of every kind or character whatsoever, in law or equity, for money or otherwise, including but not limited to claims for loss, expense or damage, claims to property, real or personal, or rights or interests therein, and claims to contract or development rights or development interests of any kind or character in any OCII property. The words "Developer" or "developers" includes any person, entity or group responding to OCII's RFP through an executed Offer to Negotiate Exclusively.

3. The Developer understands that the nature and type of development is subject to the approval of OCII. The Developer further understands that it will be required to make full disclosure to OCII of its principal officers, stockholders, members, and all other pertinent information concerning the Developer and its associates.

4. The Developer understands that its selection of an architect and any other principal association of the undersigned Developer for the purpose of developing the Site is subject to the approval of OCII.

5. If OCII accepts its Offer to Negotiate Exclusively, the Developer understands that there shall be no change in its composition or any interest therein by transfer, assignment or otherwise, nor any interest therein or any part thereof, to any person or entity without the prior written consent of OCII after approval by the OCII Commission.

6. The Developer understands that if it is not selected to enter Exclusive Negotiations in the event of the rejection of the undersigned and/or the selection of another developer, the **[_____] [($_____)]** Offer to Negotiate Payment shall be returned to the undersigned Developer, without interest.

7. The Developer understands that the OCII Commission must approve and authorize acceptance of this Offer and any extension of the up to 90-day negotiations period.

8. The Developer understands that during the period of Exclusive Negotiations it will negotiate in good faith any and all agreements between itself and OCII that the OCII requires.

9. The Developer understands that negotiations may be extended beyond the up to 90-day period by agreement of OCII and itself to enable the undersigned Developer and OCII to negotiate any an all agreements required by OCII.

10. The Developer understands that OCII will not solicit or consider any other Proposals or negotiate with any other developer during the period of Exclusive Negotiations.

11. The Developer understands that if negotiations culminate in agreements with OCII, such agreements becomes final only after and if the agreements have been considered and approved by the OCII Commission, and, as applicable, the San Francisco Board of Supervisors after public hearings, and the agreements are thereafter duly executed.

12. The Developer understands that it, as well as its consultants, contractors, subcontractors and tenants, will be required as part of any agreement approved under Paragraph 10 above to comply with OCII's Equal Opportunity Program requirements throughout the development process, including the submission of an Equal Opportunity Program for OCII approval. The Developer understands that OCII's Contract Compliance division is available to assist in formulating an Equal Opportunity Program.

13. The Developer understands that it, as well as its contractors and subcontractors, will be required as part of any agreement approved under Paragraph 12 above to comply with OCII's Prevailing Wage Provisions (Labor Standards) throughout the development process. The Developer acknowledges that the Prevailing Wage Provisions are set forth as an attachment to the RFP and that OCII's Contract Compliance Division is available to assist in the interpretation and implementation of such provisions.

14. The Developer acknowledges that it has read the RFP and the contents of the Developer's Packet, and by this offer further acknowledges and accepts all of the matters set forth therein. The Developer understands that failure to include all required information required by the RFP may be grounds for rejecting this offer.

The parties hereby agree to the terms of this Offer to Negotiate Exclusively, as indicated by the signatures of their authorized representatives, below:

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCURE:

By _____
Executive Director

Date _____

DEVELOPER:

By: _____
Title:

By: _____
Title:

Date _____

ATTACHMENT #9: SUBMISSION REQUIREMENTS CHECKLIST

Section **C**heck off all items contained in Proposal and sign and date below.
(Please put "N/A" for any items that are not applicable to your proposal.)

VI. A	**DEVELOPMENT CONCEPT AND FINANCING**	
1	Narrative	
2	Sources & Uses Pro-Forma	
3	Financing Plan	
4	Cash Flow (including a Year 1 operating budget)	
5	Commercial Pro-Forma (if applicable)	
6	Services Plan	
7	Services Budget	
8	Marketing Plan	
9.a	Massing Concept - Narrative	
9.b.i.	Massing Concept - Drawings - Site Plan	
9.b.ii.	Massing Concept - Drawings - Sections	
9.b.iii.	Massing Concept - Drawings - Floor Plans	
9.b.iv.	Massing Concept - Drawings - Elevations	
9.b.v.	Massing Concept - Drawings - Green Point Rating Checklist	
VI. B	**APPLICANT DESCRIPTION**	
1	Applicant Description Form, Attachment #1.	
2	Résumés	
3.a.	Organizational Docs: Certificate of good standing from California Secretary of State	
3.b.	Organizational Docs: Certification of 501(c)3 status from the Internal Revenue Service (if applicable)	
3.c.	Organizational Docs: Certification of 501(c)3 status from the California Franchise Tax Board (if applicable)	
3.d.i	Organizational Docs: Federal Tax Returns (last 2 years), ***or***	
3.d.ii	Organizational Docs: Audited Financial Statements (last 2 years)	
VI.C	**DEVELOPER EXPERIENCE AND CAPACITY**	
1.a.	Developer's Experience in Comparable Projects: Project Details, Attachment #3	
1.b.	Developer's Experience in Comparable Projects: Community Outreach Narrative	
2	Developer's Experience in Other San Francisco Projects, Attachment #4	
3	Developer's Workload Capacity, Attachment #2	
4	Developer's Workforce and Contracting Action Plan	
VI.D	**ARCHITECT'S EXPERIENCE AND CAPACITY**	
1.a.	Architect's Experience in Comparable Projects: Project Description of comparable projects	
1.b.	Architect's Experience in Comparable Projects: Photos of interiors and exteriors of comparable projects	
2	Architect's "Green" Experience	
3	Architect's Project Experience Outside San Francisco	
4	Architect's Experience with Local Regulatory Agencies	
5	Architect's Workload Capacity Attachment #2	
VI.E	**PROPERTY MANAGEMENT EXPERIENCE**	
	Attachment #5, the Property Management Experience Form.	
VI.F	**SUPPORTIVE SERVICES PROVIDER EXPERIENCE (if applicable)**	
1	Narrative	
2	Service Provider Experience in Comparable Projects, Attachment #6	
VI.G	**OTHER REQUIRED INFORMATION**	
1	Disclosure Questions, Attachment #7	
2	Statement of Compliance with OCII Policies, Attachment #8	
3.a.	Offer to Negotiate Exclusively Form, Attachment #9	
3.b.	Offer to Negotiate Exclusively Deposit	
4	Submission Checklist, Attachment #10	

Applicant hereby certifies that all items checked on this form are included in the submitted Proposal

_____
Signature

_____
Date

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (OCII)
(SUCCESSOR TO THE SAN FRANCISCO REDEVELOPMENT AGENCY)
DECLARATION FORM
Nondiscrimination in Contracts and Benefits

Section A

Is your company/organization currently certified by the City and County of San Francisco in compliance with Administrative Code 12B Equal Benefits Ordinance and will your company/organization ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts? If yes, please indicate below, skip Section B, and execute the Declaration in Section C. If no, please skip Section A and complete Sections B and C.

☐ My company/organization is certified and compliant with the 12B Equal Benefits Ordinance of the City and County of San Francisco and there has been no change in our 12B Declaration since certification. My company/organization agrees to ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts. (Please check box to affirm, if applicable)

Section B

1. Nondiscrimination—Protected Classes

a. Is it your company/organization's policy that you will not discriminate against your employees, applicants for employment, employees of the Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency) (Agency), or City and County of San Francisco (City), or members of the public for the following reasons:

• Race	❑ Yes	❑ No
• color	❑ Yes	❑ No
• Creed	❑ Yes	❑ No
• Religion	❑ Yes	❑ No
• ancestry	❑ Yes	❑ No
• national origin	❑ Yes	❑ No
• Age	❑ Yes	❑ No
• sex	❑ Yes	❑ No
• sexual orientation	❑ Yes	❑ No
• gender identity	❑ Yes	❑ No
• marital status	❑ Yes	❑ No
• domestic partner status	❑ Yes	❑ No
• Disability	❑ Yes	❑ No
• AIDS or HIV status	❑ Yes	❑ No

b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract that you have with the Agency or the City?

❑ Yes ❑ No

If you answered "no" to any part of Question 1a or 1b, the Agency or the City cannot do business with you.

2. Nondiscrimination—Equal Benefits (Question 2 does not apply to subcontracts or subcontractors)

a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees?

❑ Yes ❑ No

b. Do you provide, or offer access to, any benefits to employees with domestic partners (Partners) or to domestic partners of employees?

❑ Yes ❑ No

If you answered "no" to both Questions 2a and 2b, skip 2c and 2d, and sign, date and return this form. If you answered "yes" to Question 2a or 2b, continue to 2c.

c. If "yes," please indicate which ones. This list is not intended to be exhaustive. Please list any other benefits you provide (even if the employer does not pay for them).

ATTACHMENT #10

Benefit	Yes, for Spouses	Yes, for Partners	No
• Medical (health, dental, vision)	❑	❑	❑
• Pension	❑	❑	❑
• Bereavement	❑	❑	❑
• Family leave	❑	❑	❑
• Parental leave	❑	❑	❑
• Employee assistance programs	❑	❑	❑
• Relocation and travel	❑	❑	❑
• Company discounts, facilities, events	❑	❑	❑
• Credit union	❑	❑	❑
• Child care	❑	❑	❑
• Other _____	❑	❑	❑
• Other _____	❑	❑	❑

d. If you answered "yes" to Question 2a or 2b, and in 2c indicated that you do not provide equal benefits, you may still comply with the Policy if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent.

(1) Have you taken all reasonable measures? ❑ Yes ❑ No

(2) Do you provide a cash equivalent? ❑ Yes ❑ No

3. Documentation for Nondiscrimination in Benefits (Questions 2c and 2d only)

If you answered "yes" to any part of Question 2c or Question 2d, you must attach to this form those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or Question 2d. Please include the policy sections that list the benefits for which you indicated "yes" in Question 2c. If documentation does not exist, attach an explanation, e.g., some of your personnel policies are unwritten. If you answered "yes" to Question 2d(1) complete and attach form SFRA/CC-103, "Nondiscrimination in Benefits—Reasonable Measures Affidavit," which is available from the Agency. You need not document your "yes" answer to Question 1a or Question 1b.

Section C

I declare (or certify) under penalty of perjury that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____, at _____, _____.
(City) (State)

Name of Company/Organization: _____

Doing Business As (DBA): _____

Also Known As (AKA): _____

General Address: _____

Remittance Address (if different from above): _____

Name of Signatory: _____ Title: _____
(Please Print)

Signature: _____

Phone Number: _____ Federal Tax Identification Number: _____

Approximate number of employees in the U.S.: _____ Vendor Number: _____
(if known)

❑ Check here if your address has changed.
❑ Check here if your organization is a non-profit.
❑ Check here if your organization is a governmental entity.

THIS FORM MUST BE RETURNED WITH THE ORIGINAL SIGNATURE

Please return this form to: Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency), One South Van Ness Avenue, 5th Floor, San Francisco, CA 94103

ATTACHMENT #11

SMALL BUSINESS ENTERPRISE AGREEMENT

The company or entity executing this Small Business Enterprise Agreement, by and through its duly authorized representative, hereby agrees to use good faith efforts to comply with all of the following:

I. PURPOSE. The purpose of entering into this Small Business Enterprise Program agreement ("**SBE Program**") is to establish a set of Small Business Enterprise ("SBE") participation goals and good faith efforts designed to ensure that monies are spent in a manner which provides SBEs with an opportunity to compete for and participate in contracts by or at the behest of the Successor Agency to the San Francisco Redevelopment Agency ("**Agency**") and/or the Agency-Assisted Contractor. A genuine effort will be made to give First Consideration to Project Area SBEs and San Francisco-based SBEs before looking outside of San Francisco.

II. APPLICATION. The SBE Program applies to all Contractors and their subcontractors seeking work on Agency-Assisted Projects on or after November 17, 2004 and any Amendment to a Pre-existing Contract**.**

III. GOALS. The Agency's SBE Participation Goals are:

CONSTRUCTION	**50%**
PROFESSIONAL SERVICES	**50%**
SUPPLIERS	**50%**

IV. TRAINEE HIRING GOAL. In addition to the goals set forth above in Section III, there is a trainee hiring goal for all design professionals (architects, engineers, planners, and environmental consultants) on contracts or subcontracts over $100,000. The trainee hiring goal requires architects, engineers and other design professionals only to hire qualified San Francisco residents as trainees. The trainee hiring goal is based upon the total amount of the design professional's contract as follows:

Trainees	**Design Professional Fees**
0	$ 0 – $99,000
1	$ 100,000 – $249,999
2	$ 250,000 – $499,999
3	$ 500,000 – $999,999
4	$1,000,000 – $1,499,999
5	$1,500,000 – $1,999,999
6	$2,000,000 - $4,999,999
7	$5,000,000 - $7,999,999
8	$8,000,000 – or more

A. Procedures For Trainee Hires

1. **Compliance with the Trainee Hiring Goal**

Design professionals will be deemed in compliance with this Agreement by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.

2. **Execution and Incorporation of this Agreement to Sub-agreements**

The Agency-Assisted Contractor shall execute this Agreement and shall incorporate by reference or attach this Agreement to its contract(s) with the architects, engineers and other design professionals. Thus, each design professional (regardless of tier) will be obligated to comply with the terms of this Agreement. The Agency-Assisted Contractor and/or the design professionals shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

3. **Contact Educational Institutions**

Each design professional shall call the City and County of San Francisco Office of Economic and Workforce Development (OEWD) or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution or OEWD to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) or OEWD may require the design professionals to send a confirming letter or complete its form(s). Each design professional is required to timely provide all of the information requested by the OEWD or educational institution(s) in order to get the referrals.

4. **Response from Educational Institutions**

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

5. **Action by Design Professionals When Referrals Available**

The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. The Agency strongly encourages the design professional to hire a qualified San Francisco resident referred by the educational institution(s). The design professional shall notify the educational institution in writing of the hiring decision.

6. **Action by Design Professionals When Referrals Unavailable**

If after contacting two or more educational institutions the design professional is informed that no San Francisco residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco residents are currently available for hire as trainees. If no qualified San Francisco residents are currently available after the second request, then the design professional has fulfilled its obligation under this Agreement, provided that the design professional has acted in good faith. The design professional must retain its file on all of the steps it took to comply with this Section IV and submit a copy of its file to the Agency Compliance Officer upon request.

7. **Action by Design Professional When No Response From Educational Institutions**

If a design professional has not received a response to its request for referrals from any of the

educational institutions within five (5) business days after the design professional has fully complied with the procedures, if any, set by the educational institution(s) for obtaining referrals, then the design professional should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause the educational institution(s) to respond to the design professional within five (5) business days of the Agency Compliance Officer being notified. If the design professional still has not received a response from the educational institution(s) after this additional five (5) business day period has run, then the design professional has fulfilled its obligation under this Section IV, provided that the design professional has acted in good faith. Each design professional must retain its file on all of the steps it took to comply with this Agreement and submit a copy of its file to the Agency Compliance Officer upon request.

8. **Termination of Trainee for Cause**

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Agreement and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth above.

B. Reporting Requirements For Trainee Hires

1. **Reporting**

Upon completion of the Term of the Agreement or the term of the design professional's contract with the Agency-Assisted Contractor, whichever is less, the design professional (i.e. Employer) shall fax or email a report to the Agency Compliance Officer stating in detail: (1) the names of the San Francisco resident(s) interviewed for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the San Francisco resident(s) interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; and (5) the number of San Francisco residents hired as trainees.

2. **Report on Terminations**

In the event a San Francisco resident hired pursuant to this Agreement is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to the Agency Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); and (4) whether the design professional replaced the trainee(s).

V. TERM. The obligations of the Agency-Assisted Contractor and/or Contractor(s) with respect to SBE Program shall remain in effect until completion of all work to be performed by the Agency-Assisted Contractor in connection with the original construction of the site and any tenant improvements on the site performed by or at the behest of the Agency-Assisted Contractor unless another term is specified in the Agency-Assisted Contract or Contract.

VI. FIRST CONSIDERATION. First consideration will be given by the Agency or Agency-Assisted Contractor in awarding contracts in the following order: (1) Project Area SBEs, (2) San Francisco-based SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) Non-San Francisco-based SBEs. Non-San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-San Francisco-based SBEs.

VII. ASSOCIATIONS AND JOINT VENTURES (JV). OCII will recognize JVs and Associations between non-SBE firms and SBE firms where the SBE partner performs at least 35% of the work defined in the JV or Association agreement, and receives at least 35% (or a proportionate share, whichever is higher) of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal. Due to the technical nature of the disciplines and the various standards of each industry, OCII will not require a standardized agreement. However, each JV and Association agreement must be in writing and contain, at a minimum, the following terms:

- Define the management of the agreement between the parties;
- Define the technical and managerial responsibilities of each party;
- Define the scope of work to be performed by each party, and where possible identify the percentage and break-down of scope of work for each party;
- Identify any additional subcontractors or consultants that will perform the work under the agreement;
- Define the schedule, duration, and deliverable of the agreement;
- Detail the fee schedule, fee breakdown, or division of compensation;
- Specify insurance requirements and/or if each party shall maintain its own insurance;
- Specify how additional work or changes in scope shall be negotiated or determined and which party shall be responsible for notifying OCII of the changes;
- Specify how claims and disputes will be resolved.

A copy of the JV or Association agreement must be provided to OCII for approval in order for the JV or Association to be recognized.

VIII. CERTIFICATION. The Agency no longer certifies SBEs but instead relies on the information provided in other public entities' business certifications to establish eligibility for the Agency's program. Only businesses certified by the Agency as SBEs whose certification has not expired and economically disadvantaged businesses that meet the Agency's SBE Certification Criteria will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the SBE Policy.

IX. INCORPORATION. Each contract between the Agency, Agency-Assisted Contractor or Contractor on the one hand, and any subcontractor on the other hand, shall physically incorporate as an attachment or exhibit and make binding on the parties to that contract, a true and correct copy of this SBE Agreement.

X. DEFINITIONS. Capitalized terms not otherwise specifically defined in this SBE Agreement have the meaning set forth in the Agency's SBE Policy adopted on November 16, 2004 and amended on July 21, 2009 ("**Policy**") or as defined in the Agency-Assisted Contract or Contract. In the event of a conflict in the meaning of a defined term, the SBE Policy shall govern over the Agency-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

Affiliates means an affiliation with another business concern is based on the power to control, whether exercised or not. Such factors as common ownership, common management and identity of interest (often found in members of the same family), among others, are indicators of affiliation. Power to control exists when a party or parties have 50 percent or more ownership. It may also exist with considerably less than 50 percent ownership by contractual arrangement or when one or more parties own a large share compared to other parties. Affiliated business concerns need not be in the same line of business.

Agency-Assisted Contract means, as applicable, the Development and Disposition Agreement ("**DDA**"), Land Disposition Agreement ("**LDA**"), Lease, Loan and Grant Agreements, and other similar contracts, and agreement that the Agency executed with for-profit or non-profit entities.

Agency-Assisted Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed an Agency-Assisted Contract.

Agency Contract means personal services contracts, purchase requisitions, and other similar contracts and operations agreements that the Agency executes with for-profit or non-profit entities.

Amendment to a Pre-existing Contract means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business Enterprise Policy ("SBE Policy") takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

Annual Receipts means "total income" (or in the case of a sole proprietorship, "gross income") plus "cost of goods sold" as these terms are defined and reported on Internal Revenue Service tax return forms. The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. For size determination purposes, the only exclusions from receipts are those specifically provided for in this paragraph. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer's request, and employee-based costs such as payroll taxes, may not be excluded from receipts. Receipts are averaged over a concern's latest three (3) completed fiscal years to determine its average annual receipts. If a concern has not been in business for three (3) years, the average weekly revenue for the number of weeks the concern has been in business is multiplied by 52 to determine its average annual receipts.

Arbitration Party means all persons and entities who attend the arbitration hearing pursuant to Section XIII, as well as those persons and entities who are subject to a default award provided that all of the requirements in Section XIII.L. have been met.

Association means an agreement between two parties established for the purpose of completing a specific task or project. The associate agreement shall provide the SBE associate a significant project management role and the SBE associate shall be recognized in marketing and collateral material. The Association shall be distinguished from traditional subcontracting arrangements via a written Association agreement that defines the management of the agreement, technical and managerial responsibilities of the parties, and defined scopes and percentages of work to be performed by each party with its own resources and labor force. Unlike the more formal Joint Venture, an Association does not require formation of a new business enterprise between the parties. The Associate agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Commercially Useful Function means that the business is directly responsible for providing the materials, equipment, supplies or services in the City and County of San Francisco ("City") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are required and sought by the Agency.

Contract means any agreement between the Agency and a person(s), firm, partnership, corporation, or combination thereof, to provide or procure labor, supplies or services to, for, or on behalf of the Agency.

Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed a Contract.

Joint Venture means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement typically creates a separate business entity and requires acquisition of additional insurance for the newly created joint business entity. The Joint Venture agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Non-San Francisco-based Small Business Enterprise means a SBE that has fixed offices located outside the geographical boundaries of the City.

Office" or "Offices means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an "office" under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an "office." The office is not required to be the headquarters for the business but it must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an "as needed" basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective SBE, the business must submit property tax or a deed documenting ownership of the office.

Project Area Small Business Enterprise means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of a Redevelopment Project or Survey Area where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a Project Area or Survey Area business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in a Project Area or Survey Area for at least six months preceding its application for certification as a SBE; and (e) has a Project Area or Survey Area office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers of residential addresses alone shall not suffice to establish a firms' location in a Project Area or Survey Area.

Project Area means an area of San Francisco that meets the requirements under Community Redevelopment Law, Health and Safety Code Section 33320.1. These areas currently include the Bayview Industrial Triangle, Bayview Hunters Point (Area B), Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, and Transbay.

San Francisco-based Small Business Enterprise means a SBE that: (a) has fixed offices located within the geographical boundaries of the City where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a San Francisco business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in the City for at least six months preceding its application for certification as a SBE; and (e) has a San Francisco office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a

SBE. Post office box numbers or residential addresses alone shall not suffice to establish a firm's status as local.

Small Business Enterprise (SBE) means an economically disadvantaged business that: is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; has average gross annual receipts in the three years immediately preceding its application for certification as a SBE that do not exceed the following limits:

Industry	OCII SBE Size Standard
Construction Contractors	$20,000,000
Specialty Construction Contractors	$14,000,000
Suppliers (goods/materials/ equipment and general services)	$10,000,000
Professional Services	$2,500,000
Trucking	$3,500,000

In addition, an economically disadvantaged business shall meet the other certification criteria described in Exhibit I of the SBE Policy in order to be considered an SBE by the Agency.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm's three most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations) to calculate the firm's three year average annual gross receipts. In addition, the calculation of a firm's size shall include the receipts of all affiliates.

Once a business reaches the 3-year average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

Specialty Construction Contractor means a contractor licensed by the Contractors State License Board under the "C" classification license pursuant to California Business and Professions Code Section 7058.

Survey Area means an area of San Francisco that meets the requirements of the Community Redevelopment Law, Health and Safety Code Section 33310. These areas currently include the Bayview Hunters Point Redevelopment Survey Area C.

XI. GOOD FAITH EFFORTS TO MEET SBE GOALS Compliance with the following steps will be the basis for determining if the Agency-Assisted Contractor and/or Consultant has made good faith efforts to meet the goals for SBEs:

A. Outreach. Not less than 30 days prior to the opening of bids or the selection of contractors, the Agency-Assisted Contractor or Contractor shall:

1. **Advertise**. Advertise for SBEs interested in competing for the contract, in general circulation media, trade association publications, including timely use of the ***Bid and Contract Opportunities*** newsletter published by the City and County of San Francisco Purchasing Department and

media focused specifically on SBE businesses such as the ***Small Business Exchange***, of the opportunity to submit bids or proposals and to attend a pre-bid meeting to learn about contracting opportunities.

2. **Request List of SBEs**. Request from the Agency's Contract Compliance Department a list of all known SBEs in the pertinent field(s), particularly those in the Project and Survey Areas and provide written notice to all of them of the opportunity to bid for contracts and to attend a pre-bid or pre-solicitation meeting to learn about contracting opportunities.

B. Pre-Solicitation Meeting. For construction contracts estimated to cost $5,000 or more, hold a pre-bid meeting for all interested contractors not less than 15 days prior to the opening of bids or the selection of contractors for the purpose answering questions about the selection process and the specifications and requirements. Representatives of the Contract Compliance Department will also participate.

C. Follow-up. Follow up initial solicitations of interest by contacting the SBEs to determine with certainty whether the enterprises are interested in performing specific items involved in work.

D. Subdivide Work. Divide, to the greatest extent feasible, the contract work into small units to facilitate SBE participation, including, where feasible, offering items of the contract work which the Contractor would normally perform itself.

E. Provide Timely and Complete Information. The Agency-Assisted Contractor or Contractor shall provide SBEs with complete, adequate and ongoing information about the plans, specifications and requirements of construction work, service work and material supply work. This paragraph does not require the Agency-Assisted Contractor or Contractor to give SBEs any information not provided to other contractors. This paragraph does require the Agency Assisted Contractor and Contractor to answer carefully and completely all reasonable questions asked by SBEs and to undertake every good faith effort to ensure that SBEs understand the nature and the scope of the work.

F. Good Faith Negotiations. Negotiate with SBEs in good faith and demonstrate that SBEs were not rejected as unqualified without sound reasons based on a thorough investigation of their capacities.

G. Bid Shopping Prohibited. Prohibit the shopping of the bids. Where the Agency-Assisted Contractor or Contractor learns that bid shopping has occurred, it shall treat such bid shopping as a material breach of contract.

H. Other Assistance. Assist SBEs in their efforts to obtain bonds, lines of credit and insurance. (Note that the Agency has a Surety Bond Program that may assist SBEs in obtaining necessary bonding.) The Agency-Assisted Contractor or Contractor(s) shall require no more stringent bond or insurance standards of SBEs than required of other business enterprises.

I. Delivery Scheduling. Establish delivery schedules which encourage participation of SBEs.

J. Utilize SBEs as Lower Tier Subcontractors. The Agency-Assisted Contractor and its Contractor(s) shall encourage and assist higher tier subcontractors in undertaking good faith efforts to utilize SBEs as lower tier subcontractors.

K. Maximize Outreach Resources. Use the services of SBE associations, federal, state and local SBE assistance offices and other organizations that provide assistance in the recruitment and

placement of SBEs, including the Small Business Administration and the Business Development Agency of the Department of Commerce. However, only SBEs certified by the Agency shall count towards meeting the participation goal.

L. Replacement of SBE. If during the term of this SBE Agreement, it becomes necessary to replace any subcontractor or supplier, the Agency's Contract Compliance Specialist should be notified prior to replacement due to the failure or inability of the subcontractor or supplier to perform the required services or timely delivery the required supplies, then First Consideration should be given to a certified SBE, if available, as a replacement.

XII. ADDITIONAL PROVISIONS

A. No Retaliation. No employee shall be discharged or in any other manner discriminated against by the Agency-Assisted Contractor or Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Agreement.

B. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of an Agency-Assisted Contract or Contract. The Agency-Assisted Contractor or Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations.

C. Compliance with Prompt Payment Statute. Construction contracts and subcontracts awarded for $5,000 or more shall contain the following provision:

> "Amounts for work performed by a subcontractor shall be paid within seven (7) days of receipt of funds by the contractor, pursuant to California Business and Professions Code Section 7108.5 *et seq*. Failure to include this provision in a subcontractor or failure to comply with this provision shall constitute an event of default which would permit the Agency to exercise any and all remedies available to it under contract, at law or in equity."

In addition to and not in contradiction to the Prompt Payment Statute (California Business and Professions Code Section 7108.5 *et seq*.), if a dispute arises which would allow a Contractor to withhold payment to a subcontractor due to a dispute, the Contractor shall only withhold that amount which directly relates to the dispute and shall promptly pay the remaining undisputed amount, if any.

D. Submission Of Electronic Certified Payrolls. For any Agency-Assisted Contract which requires the submission of certified payroll reports, the requirements of Section VII of the Agency's Small Business Enterprise Policy shall apply. Please see the Small Business Enterprise Policy for more details.

XIII. PROCEDURES

A. **Notice to Agency**. The Agency-Assisted Contractor or Contractor(s) shall provide the Agency with the following information within 10 days of awarding a contract or selecting subconsultant:

1. the nature of the contract, e.g. type and scope of work to be performed;
2. the dollar amount of the contract;
3. the name, address, license number, gender and ethnicity of the person to whom the contract was awarded; And
4. SBE status of each subcontractor or subconsultant.

B. **Affidavit**. If the Agency-Assisted Contractor or Contractor(s) contend that the contract has been awarded to a SBE, the Agency-Assisted Contractor or Contractor(s) shall, at the same time also submit to the Agency a SBE Application for Certification and its accompanying Affidavit completed by the SBE owner. However, a SBE that was previously certified by the Agency shall submit only the short SBE Eligibility Statement.

C. **Good Faith Documentation**. If the 50% SBE Participation Goals are not met in each category (Construction, Professional Services and Suppliers), the Agency-Assisted Contractor or Contractor(s) shall meet and confer with the Agency at a date and time set by the Agency. If the issue of the Agency-Assisted Contractor's or Contractor's good faith efforts is not resolved at this meeting, the Agency-Assisted Contractor or Contractor shall submit to the Agency within five (5) days, a declaration under penalty of perjury containing the following documentation with respect to the good faith efforts ("**Submission**"):

1. A report showing the responses, rejections, proposals and bids (including the amount of the bid) received from SBEs, including the date each response, proposal or bid was received. This report shall indicate the action taken by the Agency-Assisted Contractor or Contractor(s) in response to each proposal or bid received from SBEs, including the reasons(s) for any rejections.

2. A report showing the date that the bid was received, the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the non-SBE contractor who was selected submitted more than one bid, the amount of each bid and the date that each bid was received shall be shown in the report. If the bidder asserts that there were reasons other than the respective amounts bid for not awarding the contract to an SBE, the report shall also contain an explanation of these reasons.

3. Documentation of advertising for and contacts with SBEs, contractor associations or development centers, or any other agency which disseminates bid and contract information to small business enterprises.

4. Copies of initial and follow-up correspondence with SBEs, contractor associations and other agencies, which assist SBEs.

5. A description of the assistance provided SBE firms relative to obtaining and explaining plans, specifications and contract requirements.

6. A description of the assistance provided to SBEs with respect to bonding, lines of credit, etc.

7. A description of efforts to negotiate or a statement of the reasons for not negotiating with SBEs.

8. A description of any divisions of work undertaken to facilitate SBE participation.

9. Documentation of efforts undertaken to encourage subcontractors to obtain small business enterprise participation at a lower tier.

10. A report which shows for each private project and each public project (without a SBE program) undertaken by the bidder in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars awarded to SBEs and the percentage of contract dollars awarded to non-SBEs.

11. Documentation of any other efforts undertaken to encourage participation by small business enterprises.

D. Presumption of Good Faith Efforts. If the Agency-Assisted Contractor or Contractor(s) achieves the Participation Goals, it will not be required to submit Good Faith Effort documentation.

E. Waiver. Any of the SBE requirements may be waived if the Agency determines that a specific requirement is not relevant to the particular situation at issue, that SBEs were not available, or that SBEs were charging an unreasonable price.

F. SBE Determination. The Agency shall exercise its reasonable judgment in determining whether a business, whose name is submitted by the Agency-Assisted Contractor or Contractor(s) as a SBE, is owned and controlled by a SBE. A firm's appearance in any of the Agency's current directories will be considered by the Agency as prima facie evidence that the firm is a SBE. Where the Agency-Assisted Contractor or Contractor(s) makes a submission the Agency shall make a determination, as to whether or not a business which the Agency-Assisted Contractor or Contractor(s) claims is a SBE is in fact owned and controlled by San Francisco-based SBEs. If the Agency determines that the business is not a SBE, the Agency shall give the Agency-Assisted Contractor or Contractor a Notice of Non-Qualification and provide the Agency-Assisted Contractor or Contractor with a reasonable period (not to exceed 20 days) in which to meet with the Agency and if necessary make a Submission, concerning its good faith efforts. If the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to Section XIII.

G. Agency Investigation. Where the Agency-Assisted Contractor or Contractor makes a Submission and, as a result, the Agency has cause to believe that the Agency-Assisted Contractor or Contractor has failed to undertake good faith efforts, the Agency shall conduct an investigation, and after affording the Agency-Assisted Contractor or Contractor notice and an opportunity to be heard, shall recommend such remedies and sanctions as it deems necessary to correct any alleged violation(s). The Agency shall give the Agency-Assisted Contractor or Contractor a written Notice of Non-Compliance setting forth its findings and recommendations. If the Agency-Assisted Contractor or Contractor disagrees with the findings and recommendations of the Agency as set forth in the Notice of Non-Compliance, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to this SBE Agreement.

XIV. ARBITRATION OF DISPUTES.

A. Arbitration by AAA. Any dispute regarding this SBE Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. Demand for Arbitration. Where the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Agency-Assisted Contractor or Contractor shall have seven (7) business days, in which to file a Demand for Arbitration,** unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Agency-Assisted Contractor and Contractor fail to file a timely Demand for Arbitration, the Agency-Assisted Contractor and Contractor shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. Parties' Participation. The Agency and all persons or entities who have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Agency-Assisted Contractor or Contractor made an initial timely Demand for Arbitration pursuant to Section XIII.B. above.

D. Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

G. Discovery. In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. Burden of Proof. The burden of proof with respect to SBE status and/or Good Faith Efforts shall be on the Agency-Assisted Contractor and/or Contractor. The burden of proof as to all other alleged breaches by the Agency-Assisted Contractor and/or Contractor shall be on the Agency.

I. California Law Applies. Except where expressly stated to the contrary in this SBE Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. Arbitration Remedies and Sanctions. The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in the Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. Arbitrator's Decision. The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. Default Award; No Requirement to Seek an Order Compelling Arbitration. The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. Arbitrator Lacks Power to Modify. Except as otherwise provided, the arbitrator shall

have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Agency-Assisted Contract, this SBE Agreement or any other agreement between the Agency, the Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

N. Jurisdiction/Entry of Judgment. The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator's fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

O. Exculpatory Clause. Agency-Assisted Contractor or Contractor (regardless of tier) expressly waive any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services ("the Work"). Agency-Assisted Contractor or Contractor (regardless of tier) acknowledge and agree that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this SBE Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. Severability. The provisions of this SBE Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this SBE Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this SBE Agreement or the validity of their application to other persons or circumstances.

Q. Arbitration Notice: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____	_____
Agency	Agency-Assisted Contractor

XV. AGREEMENT EXECUTION

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency's 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

Signature	Date
Print Your Name	Title
Company Name and Phone Number	

ATTACHMENT #12

MINIMUM COMPENSATION POLICY (MCP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (OCII) (Successor Agency to the San Francisco Redevelopment Agency) adopted the Minimum Compensation Policy (MCP), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to provide the following to their employees covered by the MCP on OCII contracts and subcontracts for services: for Commercial Business MCP the wage rate is $13.34 per hour effective January 1, 2016; for Nonprofit MCP the wage rate is $12.25 per hour effective May 1, 2015 and $13.00 per hour effective July 1, 2016. The Minimum Compensation rate is adjusted on January 1 each year. In addition, 12 paid days off per year (or cash equivalent) and 10 days off without pay per year shall be offered.

The OCII may require contractors to submit reports on the number of employees affected by the MCP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the MCP will have the following effect:

- in each contract, the contractor will agree to abide by the MCP and to provide its employees the minimum benefits the MCP requires, and to require its subcontractors subject to the MCP to do the same.

- if a contractor does not provide the MCP minimum benefits, OCII can award a contract to that contractor only if the contract is exempt under the MCP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII's contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the MCP to your covered employees, and will ensure that your subcontractors also subject to the MCP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the MCP, available from the OCII's Contract Compliance Department at (415) 749-2400 or http://www.sfocii.org/index.aspx?page=126.

Routing. Return this form to: Contract Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the MCP to our covered employees, and will ensure that our subcontractors also subject to the MCP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

_____ _____

Signature Date

_____

Print Name

_____ _____

Company Name Phone

ATTACHMENT #13

HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (OCII) (Successor Agency to the San Francisco Redevelopment Agency) adopted the San Francisco Health Care Accountability Policy (the "HCAP"), which became effective on September 25, 2001. The HCAP requires contractors and subcontractors that provide services to OCII, contractors and subcontractors that enter into leases with OCII, and parties providing services to tenants and sub-tenants on OCII property to choose between offering health plan benefits to their employees or making payments to OCII or directly to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the OCII Commission; or (2) pay OCII $4.50 per hour for each hour the employee works on the covered contract or subcontract or on property covered by a lease (but not to exceed $180 in any week) and OCII will appropriate the money for staffing and other resources to provide medical care for the uninsured (rates and amounts effective July 1, 2015 and subject to annual change).

The OCII may require contractors to submit reports on the number of employees affected by the HCAP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the HCAP will have the following effect:

- in each contract, the contractor will agree to abide by the HCAP and to provide its employees the minimum benefits the HCAP requires, and to require its subcontractors to do the same.

- if a contractor does not provide the HCAP's minimum benefits, OCII can award a contract to that contractor **only if** the contract is exempt under the HCAP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII's contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII's contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the HCAP to your covered employees, and will ensure that your subcontractors also subject to the HCAP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the HCAP, available from the OCII's Contract Compliance Department at: (415) 749-2400.

Routing. Return this form to: Contact Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the HCAP to our covered employees, and will ensure that our subcontractors also subject to the HCAP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

_____ _____

Signature Date

_____

Print Name

_____ _____

Company Name Phone

Attachment #14: PREVAILING WAGE PROVISIONS (LABOR STANDARDS)

11.1 **Applicability**. These Prevailing Wage Provisions (hereinafter referred to as "Labor Standards") apply to any and all construction of the Improvements as defined in the Agreement between the Borrower and the Office of Community Investment and Infrastructure (OCII) "Successor Agency" of which this Exhibit H and these Labor Standards are a part.

11.2 **All Contracts and Subcontracts shall contain the Labor Standards. Confirmation by Construction Lender**.

(a) All specifications relating to the construction of the Improvements shall contain these Labor Standards and the Borrower shall have the responsibility to assure that all contracts and subcontracts, regardless of tier, incorporate by reference the specifications containing these Labor Standards. If for any reason said Labor Standards are not included, the Labor Standards shall nevertheless apply. The Borrower shall supply the Agency with true copies of each contract relating to the construction of the Improvements showing the specifications that contain these Labor Standards promptly after due and complete execution thereof and before any work under such contract commences. Failure to do shall be a violation of these Labor Standards.

(b) Before close of escrow under the Agreement and as a condition to close of escrow, the Borrower shall also supply a written confirmation to the Agency from any construction lender for the Improvements that such construction lender is aware of these Labor Standards.

11.3 **Definitions**. The following definitions shall apply for purposes of this Exhibit H:

(a) "Contractor" is the Borrower if permitted by law to act as a contractor, the general contractor, and any contractor as well as any subcontractor of any tier subcontractor having a contract or subcontract that exceeds $10,000, and who employs Laborers, Mechanics, working foremen, and security guards to perform the construction on all or any part of the Improvements.

(b) "Laborers" and "Mechanics" are all persons providing labor to perform the construction, including working foremen and security guards.

(c) "Working foreman" is a person who, in addition to performing supervisory duties, performs the work of a Laborer or Mechanic during at least 20 percent of the work week.

11.4 **Prevailing Wage**.

(a) All Laborers and Mechanics employed in the construction of the Improvements will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by §11.5) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the General Prevailing Wage Determination (hereinafter referred to as the "Wage Determination") made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, sections 1770, 1773 and 1773.1, regardless of any contractual relationship which may be alleged to exist between the Contractor and such Laborers and Mechanics. A copy of the applicable Wage Determination is on file in the offices of the Agency with the Development Services Manager. At the time of escrow closing the Agency shall provide the Borrower with a copy of the applicable Wage Determination.

(b) All Laborers and Mechanics shall be paid the appropriate wage rate and fringe benefits for the classification of work actually performed, without regard to skill. Laborers or Mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the Contractor's payroll records accurately set forth the time spent in each classification in which work is performed.

(c) Whenever the wage rate prescribed in the Wage Determination for a class of Laborers or Mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit in the manner as stated therein i.e. the vacation plan, the health benefit program, the pension plan and the apprenticeship program, or shall pay an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any Laborer or Mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the Wage Determination, provided that the Executive Director of the Agency has found, upon the written request of the Contractor, made through the Borrower that the intent of the Labor Standards has been met. Records of such costs shall be maintained in the manner set forth in subsection (a) of §11.8. The Executive Director of the Agency may require the Borrower to set aside in a separate interest bearing account with a member of the Federal Deposit Insurance Corporation, assets for the meeting of obligations under the plan or program referred to above in subsection (b) of this §11.4. The interest shall be accumulated and shall be paid as determined by the Agency acting at its sole discretion.

(e) Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which

cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

11.5 **Permissible Payroll Deductions**. The following payroll deductions are permissible deductions. Any others require the approval of the Agency's Executive Director.

(a) Any withholding made in compliance with the requirements of Federal, State or local income tax laws, and the Federal social security tax.

(b) Any repayment of sums previously advanced to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when case or its equivalent has been advanced to the employee in such manner as to give him or her complete freedom of disposition of the advanced funds.

(c) Any garnishment, unless it is in favor of the Contractor (or any affiliated person or entity), or when collusion or collaboration exists.

(d) Any contribution on behalf of the employee, to funds established by the Contractor, representatives of employees or both, for the purpose of providing from principal, income or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts or similar payments for the benefit of employees, their families and dependents provided, however, that the following standards are met:

1. The deduction is not otherwise prohibited by law; and

2. It is either:

   a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for obtaining or for the continuation of employment, or

   b. Provided for in a bona fide collective bargaining agreement between the Contractor and representatives of its employees; and

3. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor (or any affiliated person or entity) in the form of commission, dividend or otherwise; and

4. The deduction shall serve the convenience and interest of the employee.

(e) Any authorized purchase of United States Savings Bonds for the employee.

(f) Any voluntarily authorized repayment of loans from or the purchase of shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any contribution voluntarily authorized by the employee for the American Red Cross, United Way and similar charitable organizations.

(h) Any payment of regular union initiation fees and membership dues, but not including fines or special assessments provided, that a collective bargaining agreement between the Contractor and representatives of its employees provides for such payment and the deductions are not otherwise prohibited by law.

11.6 **Apprentices and Trainees**. Apprentices and trainees will be permitted to work at less than the Mechanic's rate for the work they perform when they are employed pursuant to and are individually registered in an apprenticeship or trainee program approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training ("BAT") or with the California Department of Industrial Relations, Division of Apprenticeship Standards ("DAS") or if a person is employed in his or her first 90 days of probationary employment as an apprentice or trainee in such a program, who is not individually registered in the program, but who has been certified by BAT or DAS to be eligible for probationary employment. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate for a Mechanic. Every apprentice or trainee must be paid at not less than the rate specified in the registered program for the employee's level of progress, expressed as a percentage of a Mechanic's hourly rate as specified in the Wage Determination. Apprentices or trainees shall be paid fringe benefits in accordance with the provisions of the respective program. If the program does not specify fringe benefits, employees must be paid the full amount of fringe benefits listed in the Wage Determination.

11.7 **Overtime**. No Contractor contracting for any part of the construction of the Improvements which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such construction to work in excess of eight hours in any calendar day or in excess of 40 hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of 40 hours in such workweek, whichever is greater.

11.8 **Payrolls and Basic Records**.

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of its construction of the Improvements and preserved for a period of one year thereafter for all Laborers and Mechanics it employed in the construction of the Improvements. Such records shall contain the name, address and social security number of each employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for fringe benefits or cash equivalents thereof), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the wages of any Laborer or Mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, the Contractor shall maintain records which show the costs anticipated or the actual costs incurred in providing such benefits and that the plan or program has been communicated in writing to the Laborers or Mechanics affected. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage prescribed in the applicable programs or the Wage Determination.

(b) 1. The Contractor shall submit to the Agency on each Wednesday at noon a copy of the payrolls for the week preceding the previous week in which any construction of the Improvements was performed. The payrolls submitted shall set out accurately and completely all of the information required by the Agency's Optional Form, an initial supply of which may be obtained from the Agency. The Contractor if a prime contractor or the Borrower acting as the Contractor is responsible for the submission of copies of certified payrolls by all subcontractors; otherwise each Contractor shall timely submit such payrolls.

(c) 2. Each weekly payroll shall be accompanied by the Statement of Compliance that accompanies the Agency's Optional Form and properly executed by the Contractor or his or her agent, who pays or supervises the payment of the employees.

(d) The Contractor shall make the records required under this §11.8 available for inspection or copying by authorized representatives of the Agency, and shall

permit such representatives to interview employees during working hours on the job. On request the Executive Director of the Agency shall advise the Contractor of the identity of such authorized representatives.

11.9 **Occupational Safety and Health**. No Laborer or Mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her safety and health as determined under construction safety and health standards promulgated by Cal-OSHA or if Cal-OSHA is terminated, then by the federal OSHA.

11.10 **Equal Opportunity Program**. The utilization of apprentices, trainees, Laborers and Mechanics under this part shall be in conformity with the equal opportunity program set forth in Exhibit I of the Agreement including Schedules A and B. Any conflicts between the language contained in these Labor Standards and Exhibit I shall be resolved in favor of the language set forth in Exhibit I, except that in no event shall less than the prevailing wage be paid.

11.11 **Nondiscrimination Against Employees for Complaints**. No Laborer or Mechanic to whom the wage, salary or other Labor Standards of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to these Labor Standards.

11.12 **Posting of Notice to Employees**. A copy of the Wage Determination referred to in subsection (a) of §11.4 together with a copy of a "Notice to Employees," in the form appearing on the last page of these Labor Standards, shall be given to the Borrower at the close of escrow. The Notice to Employees and the Wage Determination shall both be posted and maintained by the Contractor in a prominent place readily accessible to all applicants and employees performing construction of the Improvements before construction commences. If such Notice and Wage Determination is not so posted or maintained, the Agency may do so.

11.13 **Violation and Remedies**.

(a) Liability to Employee for Unpaid Wages. The Contractor shall be liable to the employee for unpaid wages, overtime wages and benefits in violation of these Labor Standards.

(b) Stop Work--Contract Terms, Records and Payrolls. If there is a violation of these Labor Standards by reason of the failure of any contract or subcontract for the construction of the Improvements to contain the Labor Standards as required by §11.2 ("Non-Conforming Contract"); or by reason of any failure to submit the payrolls or make records available as required by §11.8 ("Non-Complying Contractor"), the Executive Director of the Agency may, after written notice to the Borrower with a copy to the Contractor involved and failure to cure the violation within five working days after the date of such notice, stop the construction work under the Non-Conforming Contract or of the Non-Complying Contractor until the Non-Conforming Contract or the Non-Complying Contractor comes into compliance.

(c) Stop Work and Other Violations. For any violation of these Labor Standards the Executive Director of the Agency may give written notice to the Borrower, with a copy to the Contractor involved, which notice shall state the claimed violation and the amount of money, if any, involved in the violation. Within five working days from the date of said notice, the Borrower shall advise the Agency in writing whether or not the violation is disputed by the Contractor and a statement of reasons in support of such dispute (the "Notice of Dispute"). In addition to the foregoing, the Borrower, upon receipt of the notice of claimed violation from the Agency, shall with respect to any amount stated in the Agency notice withhold payment to the Contractor of the amount stated multiplied by 45 working days and shall with the Notice of Dispute, also advise the Agency that the moneys are being or will be withheld. If the Borrower fails to timely give a Notice of Dispute to the Agency or to advise of the withhold, then the Executive Director of the Agency may stop the construction of the Improvements under the applicable contract or by the involved Contractor until such Notice of Dispute and written withhold advice has been received.

(d) Upon receipt of the Notice of Dispute and withhold advice, any stop work which the Executive Director has ordered shall be lifted, but the Borrower shall continue to withhold the moneys until the dispute has been resolved either by agreement, or failing agreement, by arbitration as is provided in §11.14.

(e) Withholding Certificates of Completion. The Agency may withhold any or all certificates of completion of the Improvements provided for in this Agreement, for any violations of these Labor Standards until such violation has been cured.

(f) General Remedies. In addition to all of the rights and remedies herein contained, but subject to arbitration, except as hereinafter provided, the Agency shall have all rights in law or equity to enforce these Labor Standards including, but not limited to, a prohibitory or mandatory injunction. Provided, however, the stop work remedy of the Agency provided above in subsection (b) and (c) is not subject to arbitration.

11.14 Arbitration of Disputes.

(a) Any dispute regarding these Labor Standards shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further provisions thereof.

(b) The Agency and all persons or entities who have a contractual relationship affected by the dispute shall be made a party to the arbitration. Any such person or entity not made a party in the demand for arbitration may intervene as a party and in turn may name any such person or entity as a party.

(c) The arbitration shall take place in the City and County of San Francisco.

(d) Arbitration may be demanded by the Agency, the Borrower or the Contractor.

(e) With the demand for arbitration, there must be enclosed a copy of these Labor Standards, and a copy of the demand must be mailed to the Agency and the Borrower, or as appropriate to one or the other if the Borrower or the Agency is demanding arbitration. If the demand does not include the Labor Standards they are nevertheless deemed a part of the demand. With the demand if made by the Agency or within a reasonable time thereafter if not made by the Agency, the Agency shall transmit to the AAA a copy of the Wage Determination (referred to in §11.4) and copies of all notices sent or received by the Agency pursuant to §11.13. Such material shall be made part of the arbitration record.

(f) One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators of the AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the parties fail to select an arbitrator, within seven (7) days from the receipt of the panel, the AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within 30 days from appointment.

(g) Any party to the arbitration whether the party participates in the arbitration or not shall be bound by the decision of the arbitrator whose decision shall be final and binding on all of the parties and any and all rights of appeal from the decision are waived except a claim that the arbitrator's decision violates an applicable statute or regulation. The decision of the arbitrator shall be rendered on or before 30 days from appointment. The arbitrator shall schedule hearings as necessary to meet this 30 day decision requirement and the parties to the arbitration, whether they appear or not, shall be bound by such scheduling.

(h) Any party to the arbitration may take any and all steps permitted by law to enforce the arbitrator's decision and if the arbitrator's decision requires the payment of money the Contractor shall make the required payments and the Borrower shall pay the Contractor from money withheld.

(i) Costs and Expenses. Each party shall bear its own costs and expenses of the arbitration and the costs of the arbitration shall be shared equally among the parties.

11.15 **Non-liability of the Agency**. The Borrower and each Contractor acknowledge and agree that the procedures hereinafter set forth for dealing with violations of these Labor Standards are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids for the construction of the Improvements, in determining the time for commencement and completion of construction and in proceeding with construction work. Accordingly the Borrower, and any Contractor, by proceeding with construction expressly waives and is deemed to have waived any and all claims against the Agency for damages, direct or indirect, arising out of these Labor Standards and their enforcement and including but not limited to claims relative to stop work orders, and the commencement, continuance or completion of construction.

Office of Community Investment and Infrastructure

N O T I C E T O E M P L O Y E E S

EQUAL OPPORTUNITY NON-DISCRIMI-NATION	The contractor must take equal opportunity steps to provide employment opportunities to minority group persons and women and shall not discriminate on the basis of age, ancestry, color, creed, disability, gender, national origin, race, religion or sexual orientation.
PREVAILING WAGE	You shall not be paid less than the wage rate attached to this Notice for the kind of work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 8 a day or 40 a week, whichever is greater.
APPRENTICES	Apprentice rates apply only to employees registered under an apprenticeship or trainee program approved by the Bureau of Apprenticeship and Training or the California Division of Apprenticeship Standards.
PROPER PAY	If you do not receive proper pay, write the Office of Community Investment and Infrastructure, OCII 1 South Van Ness Ave. 5th Floor San Francisco, CA 94103 or call **749-2546** and ask for **Mr. George Bridges** Contract Compliance Specialist

Attachment #15: PERMANENT WORK FORCE AGREEMENT

I. PURPOSE. The purposes of the Office of Community Investment and Infrastructure (the "Agency") and the Developer/Affordable Developer in entering into this Permanent Work Force Agreement are to ensure:

A. that San Francisco residents obtain ***50 percent*** of the permanent jobs in the work forces of the Owner and tenants at the Site.

B. that San Francisco residents are given first consideration for employment by the Owner and tenants for permanent employment at the Site.

II. APPLICATION OF THIS SCHEDULE TO TENANTS. The Developer shall include verbatim in its leases and require the incorporation verbatim in all subleases for space in the Site the provisions of this Permanent Work Force Agreement. The lease shall make the incorporated provisions binding on and enforceable by the Agency against the tenant to the same extent as these provisions are binding on and enforceable against the Developer; except that:

A. Unless agreed otherwise by the Agency, a tenant with ***26 or more*** employees shall submit its workforce plan through the Developer to the Agency not later than 90 days prior to hiring any permanent employees to work on the tenant's premises; rather than pursuant to the requirements set forth in Section V.B.

B. A tenant with 25 or less employees shall not be required to submit an workforce plan pursuant to Section IV, but instead shall undertake and document in writing the good faith efforts it made to meet the goals and first consideration in employment requirements set forth in Section III. The Agency's Contract Compliance Department shall determine if such a tenant has exercised good faith efforts.

C. A tenant with less than 25 employees shall submit to the Agency the reports required by Section VII of not later than 60 days after it opens for business and annually thereafter.

III. GOALS AND OBJECTIVES.

A. make good faith efforts to employ 50 percent of its work force at the Site in each job category from residents of the City and County of San Francisco.

B. as provided in Section IV.B.1, give first consideration for employment at the Site to residents of San Francisco.

IV. PERMANENT WORKFORCE PLAN.

A. The Developer and each tenant with more than 26 employees, whether or not it is a federal contractor, shall prepare and adopt a plan for its permanent work force at the Site.

B. The workforce plan shall contain the following:

1. Detailed procedures for ensuring that San Francisco residents who are equally or more qualified than other candidates obtain first consideration for employment. These procedures shall include specific recruiting, screening and hiring procedures (e.g., phased hiring) which ensure that qualified residents receive

offers of employment prior to other equally or less qualified candidates. If a candidate(s) who is entitled to first consideration is not selected for the position, the Developer or tenant shall have the burden of establishing to the Agency and the arbitrator (if the matter is taken to arbitration), that the candidate who was selected was better qualified for the position than the candidate(s) who was entitled to first consideration.

2. Where it is a reasonable expectation that 10 percent or more of the employees in any job category will regularly work less than 35 hours per week, detailed procedures for ensuring that minority group persons, women, and San Francisco residents do not receive a disproportionate share of the part time work.

3. An agreement that not more than 15 percent of the positions in any job category will be filled by persons transferred from other facilities operated by the Developer, without the prior approval of the Agency. The Agency shall grant approval upon a showing that transfers in excess of 15 percent do not unreasonably interfere with the objective of creating new jobs for San Francisco residents and that such transfers further legitimate business needs of the Owner. Transfers shall be counted in determining if the Developer has met the employment goals for each ethnic group and women.

4. Where required by the Agency, detailed procedures for utilizing Outreach Organizations as meaningful referral sources for job applicants.

V. **ARBITRATION OF DISPUTES**.

Arbitration by AAA. Any dispute regarding this Permanent Work Force Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

Demand for Arbitration. Where the Owner disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Owner shall have seven (7) business days, in which to file a Demand for Arbitration,** unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Owner fails to file a timely Demand for Arbitration, the Owner shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

Parties' Participation. The Agency and all persons or entities that have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Owner made an initial timely Demand for Arbitration pursuant to Section V.B. above.

Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

Discovery. In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

Burden of Proof. The burden of proof with respect to Permanent Work Force compliance and/or Good Faith Efforts shall be on the Owner. The burden of proof as to all other alleged breaches by the Owner shall be on the Agency.

California Law Applies. Except where expressly stated to the contrary in this Permanent Work Force Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

Arbitration Remedies and Sanctions. The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Owner or this Permanent Work Force Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Owner or this Permanent Work Force Agreement, other than those minor modifications or extensions necessary to enable compliance with this Permanent Work Force Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the Agency's Work Force policy requirements. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this Permanent Work Force Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

Arbitrator's Decision. The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

Default Award: No Requirement to Seek an Order Compelling Arbitration. The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

Arbitrator Lacks Power to Modify. Except as otherwise provided, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of this Permanent Work Force Agreement or any other agreement between the Agency and Owner or to negotiate new agreements or provisions between the parties.

Jurisdiction/Entry of Judgment. The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator's fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

Exculpatory Clause. Owner expressly waives any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services ("the Work"). Owner acknowledges and agrees that the procedures set forth herein for dealing with alleged breaches or failure to comply with

the obligations and requirements of this Permanent Work Force Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

Severability. The provisions of this Permanent Work Force Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Permanent Work Force Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this Permanent Work Force Agreement or the validity of their application to other persons or circumstances.

Arbitration Notice: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ _____

Agency Owner

VII. REPORTS.

A. The Owner and each tenant shall prepare, for its Site work force, reports for each job category which show by race, gender, residence (including if in the Western Addition Redevelopment Project Area A-2), and, where required by the Agency, by transfer/non-transfer and referral source:

1. Current work force composition;

2. applicants;

3. job offers;

4. hires;

5. rejections;

6. pending applications;

7. promotions and demotions; and

8. employees working, on average, less than 35 hours per week.

B. The reports shall be submitted quarterly to the Agency, unless otherwise required by the Agency. In this regard the Owner and each tenant agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, the Agency may require daily, weekly or monthly reports containing all or some of the above information. The Owner and each tenant further agrees that the above reports may not be sufficient for monitoring the Owner's or tenant's performance in all circumstances, that they will negotiate in good faith concerning additional reports, and that the arbitrator shall have authority to require additional reports if the parties cannot agree.

VIII. **TERM.** The obligations of the Owner and its tenants with respect to their permanent work forces as set forth in the DDA, and this Permanent Work Force Agreement, shall arise from the date the Owner or its tenants first assigns employees to the Site on a permanent basis and remain in effect for three years thereafter.

I, hereby certify that I have authority to execute this Permanent Work Force Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency's Permanent Work Force participation goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

_____ _____

Signature Date

_____ _____

Print Your Name Title

_____

Company Name and Phone Number

Attachment #16: CONSTRUCTION WORK FORCE AGREEMENT

I. PURPOSE. The purpose of the Office of Community Investment and Infrastructure (the "Agency") and the Developer/Affordable Developer entering into this Construction Work Force Agreement is to ensure participation of San Francisco residents and equal employment opportunities for minority group persons and women in the construction work force involved in constructing any of the phases upon the Site covered by the DDA.

II. WORK FORCE GOALS.

A. The goal set forth below is expressed as a percentage of each Contractor's total hours of employment and training by trade on the Site. The goal represents the level of San Francisco resident participation each Contractor should reasonably be able to achieve in each construction trade in which it has employees on the Site. The Owner agrees, and will require each Contractor (regardless of tier), to use its good faith efforts to employ San Francisco residents to perform construction work upon the Site at a level at least consistent with said goals.

B. Goal: ***50 percent*** participation of San Francisco residents in the total hours worked in the trade.

C. Amendments to the goals shall be prospective and go into effect 20 days after the Agency mails written notice of the amendments to the Developer/Affordable Developer. New goals shall not be applied retroactively.

D. Although paragraph B establishes a single goal for participation of San Francisco residents, each Contractor is required to provide equal employment opportunity and to take equal opportunity for all ethnic groups, both male and female, and all women, both minority and non-minority. Consequently, a Contractor may be in violation of this Construction Work Force Agreement if a particular ethnic group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goal for participation of San Francisco residents, the Contractor may be in violation if a specific ethnic group is underutilized.) If the Agency determines, after affording a Contractor notice and an opportunity to be heard, that the Contractor has violated its obligations under this paragraph, the Agency may set, for that Contractor, work force participation goals by particular ethnic group, e.g., Blacks, Latinos, etc.

E. Each Contractor is individually required to comply with its obligations under this Construction Work Force Agreement, and to make a good faith effort to achieve each goal in each trade in which it has employees employed at the Site. (See Section IV below.) The overall good faith performance by other contractors or subcontractors toward a goal does not excuse any covered Contractor's failure to make good faith efforts to achieve the goals.

F. The Contractor shall not use the goals or equal opportunity standards to discriminate against any person because of age, ancestry, color, creed, disability, gender, national origin, race, religion or sexual orientation.

G. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Unless otherwise permitted by law, trainees must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training ("BAT") or the California Department of Industrial Relations,

Division of Apprenticeship Standards ("DAS").

III. INCORPORATION. Whenever the Owner, the general contractor, any prime contractor, or any subcontractor at any tier subcontracts a portion of the work on the Site involving any construction trade, it shall set forth verbatim and make binding on each subcontractor which has a contract in excess of $10,000 the provisions of this Construction Work Force Agreement, including the applicable goals for San Francisco resident participation in each trade.

IV. EQUAL OPPORTUNITY REQUIREMENTS.

A. Each Contractor shall take specific equal opportunities to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with this Construction Work Force Agreement shall be based upon its good faith efforts to achieve maximum results from its actions. Each Contractor shall document these efforts fully, and shall implement equal opportunity steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at the Site. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment.

2. Provide written notification to CityBuild when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses and telephone numbers of each resident applicant and each resident referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Agency when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a resident sent or requested by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs, including apprenticeship, trainee and upgrading programs relevant to the Contractor's employment needs, especially those funded or approved by BAT or DAS. The Contractor shall provide notice of these programs to the sources compiled under Section IV.A.2 above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at the Site.

7. Review, prior to beginning work at the Site and at least annually thereafter, the Contractor's EEO policy and equal opportunity obligations under the DDA and this Construction Work Force Agreement with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter. The Agency's contract compliance staff shall be invited to attend the meeting held prior to the beginning of work at the Site.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to local minority group, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority group persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the Site and in other areas of a Contractor's work force.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation of San Francisco resident personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the genders.

15. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and equal opportunity obligations.

B. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their equal opportunity obligations under Section IV.A.1 through 15. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of

which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section IV.A.1 through 15 provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minority group persons and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force composition, makes a good faith effort to meet its individual goals, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

V. ADDITIONAL PROVISIONS.

A. The failure by a union with which the Contractor has a collective bargaining agreement, to refer San Francisco residents shall not excuse the Contractor's obligations under this Construction Work Force Agreement.

B. A Contractor shall not enter into any subcontract with any person or firm that the Contractor knows or should have known is debarred from government contracts pursuant to Executive Order 11246.

C. No employee to whom the equal opportunity provisions of this Construction Work Force Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to Attachment 9 of the DDA or this Schedule.

D. Each Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the Contractor's EEO policy is being carried out.

VI. DOCUMENTATION AND RECORDS.

A. Submission of electronic certified payrolls. Each Contractor shall submit through the General Contractor to the Agency by noon on each Wednesday a report providing the information contained in the Agency's Optional Form of payroll report for the week preceding the previous week on each of its employees. Each prime contractor is responsible for the submission of this report by each of its subcontractors.

B. Each Contractor shall submit through the General Contractor to the Agency by noon on each Wednesday a payroll report for the week preceding the previous week on each of its employees. Each prime contractor is responsible for the submission of this report by each of its subcontractors and for certifying its accuracy.

C. No monthly progress payments will be processed until Contractor has submitted weekly certified payrolls to the Agency for the applicable time period. Certified payrolls shall be prepared pursuant to this SBE Policy for the period involved for all employees, including those of subcontractors of all tiers, for all labor incorporated into the work.

D. Contractor shall submit certified payrolls to the Agency electronically via the Project Reporting System ("PRS") selected by the Agency, an Internet-based system accessible on the World Wide Web through a web browser. The Contractor and each Subcontractor and Supplier must register with PRS and be assigned a log-on identification and password to access the PRS.

E. Use of the PRS may require Contractor, Subcontractors and Suppliers to enter additional data relating to weekly payroll information including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid. Contractor's payroll and accounting software may be capable of generating a "comma delimited file" that will interface with the PRS software.

F. For each Agency-Assisted project, the Agency will provide basic training in the use of the PRS at a scheduled training session. Contractor and all Subcontractors and Suppliers and/or their designated representatives must attend the PRS training session.

G. Contractor shall comply with the requirements of this Article VI at no additional cost to the Agency or the Owner.

H. The Agency will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Contractor's failure to make a timely and accurate submittal of weekly certified payrolls.

I. In addition to the above, Contractor shall comply with the requirements of California Labor Code Section 1776, or as amended from time to time, regarding the keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its Subcontractors of all tiers.

J. The Contractor shall make the payroll records available to for inspection at all reasonable hours at the job site office of Contractor.

K. Contractor is solely responsible for compliance with Labor Code Section 1776 or this SBE Policy. The Agency shall not be liable for Contractor's failure to make timely or accurate submittals of certified payrolls.

VII. ARBITRATION OF DISPUTES.

A. **Arbitration** by **AAA**. Any dispute regarding this Construction Work Force Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. **Demand for Arbitration**. Where the Owner disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Owner shall have seven (7) business days, in which to file a Demand for Arbitration,** unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Owner fails to file a timely Demand for Arbitration, the Owner shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. **Parties' Participation**. The Agency and all persons or entities that have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as

an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Owner made an initial timely Demand for Arbitration pursuant to Section V.B. above.

D. **Agency Request to AAA**. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. **Selection of Arbitrator**. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. **Setting of Arbitration Hearing.** A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

G. **Discovery.** In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. **Burden of Proof**. The burden of proof with respect to Construction Work Force compliance and/or Good Faith Efforts shall be on the Owner. The burden of proof as to all other alleged breaches by the Owner shall be on the Agency.

I. **California Law Applies.** Except where expressly stated to the contrary in this Construction Work Force Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. **Arbitration Remedies and Sanctions.** The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Owner or this Construction Work Force Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Owner or this Construction Work Force Agreement, other than those minor modifications or extensions necessary to enable compliance with this Construction Work Force Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the Agency's Work Force policy requirements. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this Construction Work Force Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. **Arbitrator's Decision.** The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. **Default Award: No Requirement to Seek an Order Compelling Arbitration.** The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. **Arbitrator Lacks Power to Modify.** Except as otherwise provided, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of this Construction Work Force Agreement or any other agreement between the Agency and Owner or to negotiate new agreements or provisions between the parties.

N. **Jurisdiction/Entry of Judgment.** The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator's fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

O. **Exculpatory Clause.** Owner expressly waives any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services ("the Work"). Owner acknowledges and agrees that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this Construction Work Force Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement

and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. **Severability**. The provisions of this Construction Work Force Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Construction Work Force Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this Construction Work Force Agreement or the validity of their application to other persons or circumstances.

Q. **Arbitration Notice:** BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ _____

Agency Owner

VIII. PRECONSTRUCTION MEETING.

A. Prior to the commencement of construction, the general contractor, any prime contractor, or any subcontractor at any tier shall attend a preconstruction meeting convened by the Agency and to which outreach organizations are invited to review the reporting requirements, the prospective construction work force composition and any problems that may be anticipated in meeting the construction work force goal.

B. Any subcontractor at any tier, who does not attend such a meeting shall not be permitted on the job site. The Agency shall convene additional preconstruction meetings within 24 hours of the Contractor's request. The Contractor shall endeavor to include as many prospective subcontractors as possible at these meetings in order not to protract unduly the number of meetings.

C. Failure to comply with this preconstruction meeting provision may result in the Agency ordering a suspension of work by the prime contractor and/or the subcontractor until the breach has been cured. Suspension under this provision is not subject to arbitration.

IX. TERM. **The obligations of the Owner and the Contractors with respect to their construction work forces, as set forth in Attachment 9 of this DDA and this Construction Work Force Agreement, shall remain in effect until completion of all work to be performed by the Owner in connection with the construction of any of the phases.**

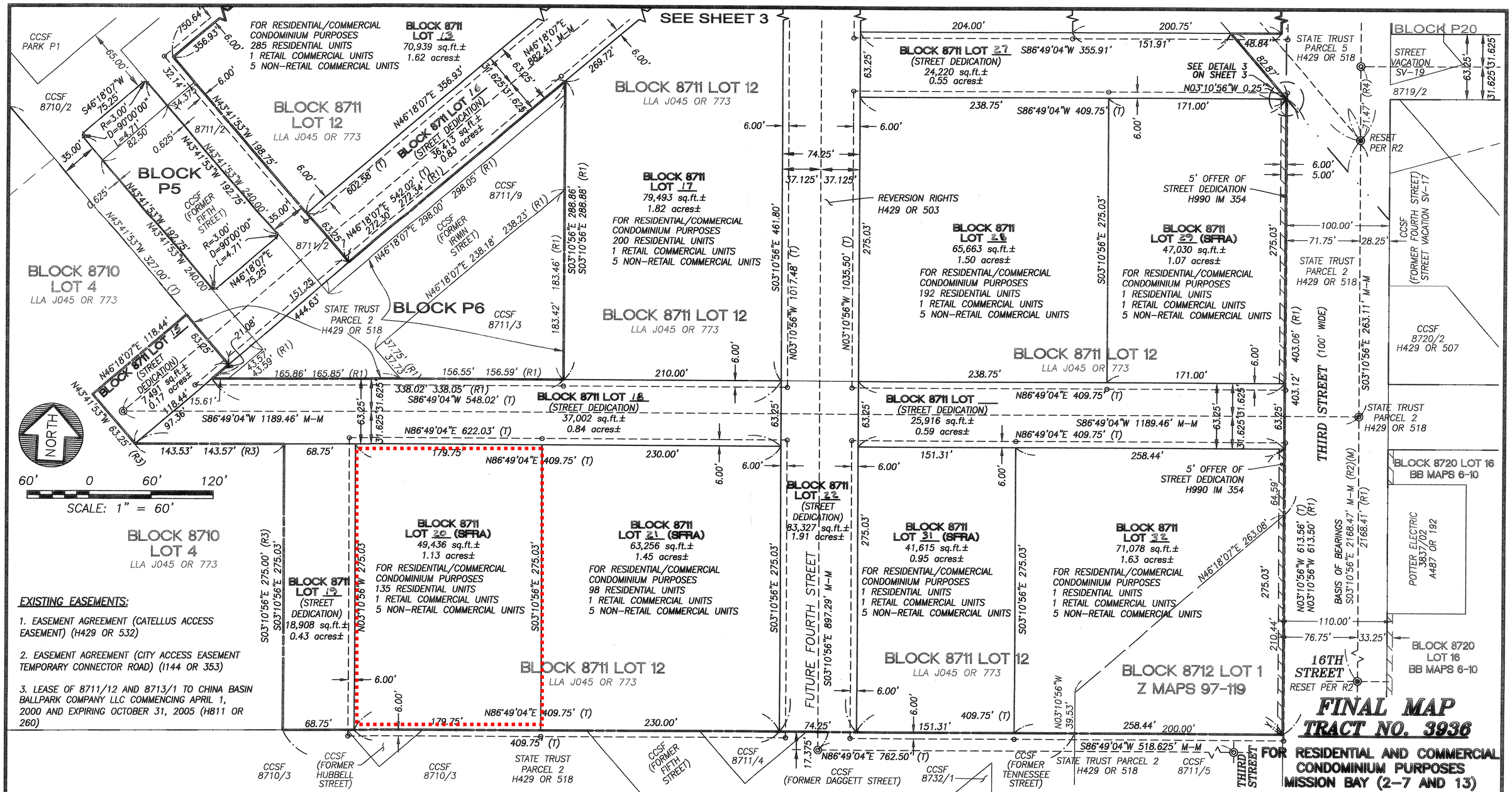
I, hereby certify that I have authority to execute this Construction Work Force Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency's Construction Work Force participation goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

_____	_____
Signature	Date
_____	_____
Print Your Name	Title

_____

Company Name and Phone Number

Attachment 17



EXISTING EASEMENTS:

1. EASEMENT AGREEMENT (CATELLUS ACCESS EASEMENT) (H429 OR 532)
2. EASEMENT AGREEMENT (CITY ACCESS EASEMENT TEMPORARY CONNECTOR ROAD) (I144 OR 353)
3. LEASE OF 8711/12 AND 8713/1 TO CHINA BASIN BALLPARK COMPANY LLC COMMENCING APRIL 1, 2000 AND EXPIRING OCTOBER 31, 2005 (H811 OR 260)

LEGEND:

- DISTINCTIVE BORDER LINE
- PROPERTY LINE
- EASEMENT LINE
- STATE TRUST PARCEL LINE
- MONUMENT LINE
- OFFER OF STREET DEDICATION

◉	FOUND EXISTING CONCRETE MONUMENT WITH BRASS CAP IN MONUMENT WELL PER "RECORD OF SURVEY OF MISSION BAY", BOOK BB OF MAPS, PAGES 4–5 OR AS NOTED
◎	CITY STANDARD STREET MONUMENT TO BE SET
O	BRASS DISC, EPOXIED TO BE SET – R.C.E. NO. C–030060, IF MONUMENTATION DIFFERS, A CORNER RECORD, CERTIFICATE OF CORRECTION OR RECORD OF SURVEY, AS APPROPRIATE, WILL BE FILED INDICATING LOCATION AND CHARACTER.
M–M	MONUMENT TO MONUMENT
M/L–M	MONUMENT LINE TO MONUMENT
M/L–M/L	MONUMENT LINE TO MONUMENT LINE

L	LENGTH
(R)	RADIAL
(T)	TOTAL
(M)	MEASURED
O.R.	OFFICIAL RECORDS, CITY AND COUNTY OF SAN FRANCISCO
CCSF	CITY AND COUNTY OF SAN FRANCISCO
SFRA	SAN FRANCISCO REDEVELOPMENT AGENCY
SV–	STREET VACATION REFERENCE
8715/2	ASSESSOR'S BLOCK/ASSESSOR'S LOT NUMBER
(R1)	RECORD DATA PER "MAP OF MISSION BAY", RECORDED ON JULY 19, 1999 IN BOOK Z OF MAPS PAGES 97–119
(R2)	RECORD DATA PER "RECORD OF SURVEY MAP OF MISSION BAY", RECORDED ON MAY 31, 2005 IN BOOK BB OF MAPS PAGES 4–5
(R3)	RECORD DATA PER LOT LINE ADJUSTMENT, RECORDED ON DECEMBER 28, 2005 IN J045 OR 773
(R4)	RECORD DATA PER BB MAPS 6–10

FINAL MAP TRACT NO. 3936

FOR RESIDENTIAL AND COMMERCIAL CONDOMINIUM PURPOSES MISSION BAY (2–7 AND 13)

BEING PHASE 1 OF A PLANNED DEVELOPMENT FOR MERGER AND SUBDIVISION FOR RESIDENTIAL AND COMMERCIAL CONDOMINIUM PURPOSES OF ASSESSOR'S BLOCK 8712 LOT 1 AND BLOCK 8713 LOT 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MISSION BAY" RECORDED ON JULY 19, 1999 IN BOOK Z OF MAPS AT PAGES 97–119, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA, AND ASSESSOR'S BLOCK 8710 LOT 04 AND BLOCK 8711 LOT 12 AS SHOWN AND DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON DECEMBER 28, 2005 IN REEL J045 IMAGE 773, A PORTION OF FOURTH STREET (SV–49) VACATED BY ORDINANCE 0259–05, RECORDED ON Feb. 2, 2006 IN REEL J169 IMAGE 195, AND A PORTION OF HUBBELL STREET (SV–21) VACATED BY ORDINANCE 328–98, RECORDED ON JULY 19, 1999 IN REEL H429 IMAGE 505, AND BOTH VACATIONS SUBSEQUENTLY CONVEYED TO FOCIL–MB, LLC BY DEED RECORDED ON Feb. 2, 2006 IN REEL J169 IMAGE 196 IN THE OFFICE OF SAID RECORDER

CITY AND COUNTY OF SAN FRANCISCO
SCALE AS NOTED

CALIFORNIA
JANUARY, 2006

Freyer & Laureta, Inc.
civil engineers · surveyors · construction managers
144 North San Mateo Drive · San Mateo, CA 94401

SHEET FOUR OF FIVE SHEETS

Attachment 18

Mayor's Office of Housing and Community Development
Policy on Development Fees For Tax Credit Projects
Effective July 15, 2016

This MOHCD Developer Fee Policy for Tax Credit Projects applies to all developments seeking City funding in conjunction with new tax credit financing for the current project, including recapitalization projects with existing MOHCD loans. This does not apply to non-Tax Credit projects such as Small Site Program projects. It also does not apply to HOPE SF or RAD projects, which are subject to separate developer fee policies.

Developers may include fees in their project budgets according to the terms below.

I. MINIMUM FEES: 5% of total development costs.

II. MAXIMUM FEES: Notwithstanding any other section of this Fee Policy, the maximum Total Fee that may be included in basis is the lesser of $4 million or 10% of eligible basis.

A. Total Development Fee
("Total Fee") for different project types are further detailed below, and reflect the sum of the Cash-Out Fee, GP Equity Contribution, and Deferred Fee, if any.

Project Type	9% Project - Maximum Cash-Out Fee	4% Project - Maximum Cash-Out Fee	Notes
New Construction	TCAC Maximum	The lesser of TCAC Maximum or $2,000,000 + $10,000 per unit over 100 units, if additional cash-out requires no additional MOHCD gap funding.	Developers may also take deferred fee; see further explanations below.
Newly Acquired and Substantially Rehabilitated (Per unit Hard Cost >= $50,000)	TCAC Maximum	Same as new construction fee.	
Substantial Rehabilitation (Per unit Hard Cost >=$50,000) by Existing or Affiliate GP -- **Includes New City Funds**	50% TCAC Maximum	The lesser of TCAC maximum or $1,000,000 + $10,000 per unit over 100 units, if additional cash-out requires no additional MOHCD gap funding.	Sponsor may take the allowable fee for Newly Acquired and Rehabilitated projects described above if 1) in the project's original syndication, sponsor did not take the maximum allowable developer fee; or 2) sponsor adds new affordable units to the project. Sponsor cash out from acquisition proceeds is prohibited.

Substantial Rehabilitation (Per unit Hard Cost >=$50,000) by Existing or Affiliate GP -- **No New City Funds**	TCAC Maximum	Same as new construction fee.	Repayment of existing City loans shall be made pari passu with any sponsor cash out via acquisition proceeds, up to the full value of the City loan(s) plus remaining value of any City ground lease and/or operating subsidy.
Recapitalization, acquisition, or transfer with less than $50,000 Per unit hard cost capital improvements	No Fee	No Fee	

B. Total Fee Components

1. Additional Cash Out: If eligible basis is less than Threshold Basis, Projects over 100 units may take up to $10,000 per unit over 100 as cash-out fee, but only if such cash payment does not require additional gap funding from MOHCD (i.e., the cost of the additional developer fee taken as cash must be covered solely by the additional equity generated by any applicable deferred fee and by the additional cash-out fee itself).

2. Deferred Developer Fee: If eligible basis, including the maximum fee amount available as General Partner Equity, is less than Threshold Basis, Developers may include in Total Fee an amount equal to 50% of surplus cash flow taken over a maximum of 15 years (and after payment of the general partner management fee and investor asset management fee, if applicable) as Deferred Developer Fee. Developers may use industry standard inflators of income and expenses to calculate Deferred Developer Fee.

    a. Distributions of surplus cash as Deferred Developer Fee are in lieu of an Incentive Management Fee. Upon full payment of the Deferred Fee, which may be prior to Year 15 of operations, a surplus cash distribution as Incentive Management Fee shall commence, at 33.3% of surplus cash (and after payment of the general partner management fee and investor asset management fee, if applicable).
    b. For projects supported by the Local Operating Subsidy Program, Deferred Developer Fee must be taken over a minimum time period of 5 years.

3. General Partner Equity: If eligible basis is less than Threshold Basis, Developers should include in Total Fee the maximum amount available for re-contribution as General Partner Equity, with a minimum target of $500,000.

III. FEE DISTRIBUTION: The Maximum Fee shall be divided equally between an “At-Risk Fee” and “Project Management Fee” (subject to the “At-Risk Fee Adjustment” described below).

A. Project Management Fees

Project Management Fees shall be distributed according to achievement of certain development milestones, as follows:

Milestone	Project Mgmt Fee Distribution	*(PM Fee assuming Maximum Fee is $2MM)* Total PM Fee: $1,000,000
Acquisition, if applicable, or predevelopment loan closing (or another agreed-upon milestone if acquisition is not applicable, e.g. being awarded a City-owned site through a RFQ/RFP process)	15%	$150,000
During Predevelopment/ with no more than 35% of the total Project Management Fee to be disbursed prior to construction closing	35%	$350,000
At Construction Closing	20%	$200,000
During construction (disbursed upon request depending on % of construction completion) or at Completion of Construction	20%	$200,000
Project Close-Out: Placed-In-Service application; 100% lease-up; City approval of sponsor's project completion report and documents; and City acceptance of final cost certification.	10%	$100,000
TOTAL PM FEE	**100%**	**$1,000,000**
TOTAL AT-RISK FEE		**$1,000,000 + $10,000/unit over 100 units (if applicable)**
TOTAL CASH-OUT DEVELOPER FEE		**$2,000,000 + $10,000/unit over 100 units**

B. At-Risk Fee

The remaining 50% of the base Cash-Out Fee + 100% of additional cash-out fee for projects with unit counts over 100 are at-risk for cost overruns that exceed the available contingency funds in the final project budget approved by MOHCD at construction loan closing. One fifth (20%) of the At-Risk Fee may be paid at Qualified Occupancy (95% Leased up and Draft Cost Certification Audit). One half (50%) of the At-Risk fee may be paid out at Permanent Loan Closing/Conversion (Final Cost Certification Audit). The remaining At-Risk fee (30%) may be paid at Project Close-Out, as defined above, including City approval of sponsor's project completion report and documents.

C. <u>At-Risk Fee Adjustment</u>

When outside funding sources limit the Maximum Fee to a value less than MOHCD's standard (e.g., California's Department of Housing and Community Development), the At-Risk Fee shall be capped at $200,000 or 20% of the Maximum Fee, whichever is less.

IV. WAIVERS OF THE DEVELOPER FEE POLICY

The Citywide Affordable Housing Loan Committee may recommend a waiver or modification of any portion of this policy for the purpose of assuring project feasibility. All recommendations related to this policy are subject to the Mayor's approval in his or her sole discretion.

V. CDBG or HOME REQUIREMENTS

If MOHCD uses CDBG or HOME funds to pay the development fee, it is considered "program income", and, should MOHCD request it, the sponsor must provide a report to MOHCD on its use of developer fees.

Recipients of CDBG administrative funding may not also receive a Project Management Fee for the same project covering the same time period.

VI. POLICY IMPLEMENTATION

This policy applies to any development that has not received its gap financing commitment from MOHCD by the effective date of the policy.

Attachment 19a

2016
MAXIMUM INCOME BY HOUSEHOLD SIZE
derived from the
Unadjusted Area Median Income (AMI)
for HUD Metro Fair Market Rent Area (HMFA) that contains San Francisco

Income Definition	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person	9 Person
20% OF MEDIAN	$15,100	$17,250	$19,400	$21,550	$23,250	$25,000	$26,700	$28,450	$29,300
25% OF MEDIAN	$18,850	$21,550	$24,250	$26,950	$29,100	$31,250	$33,400	$35,550	$36,600
30% OF MEDIAN	$22,600	$25,850	$29,100	$32,300	$34,900	$37,500	$40,050	$42,650	$43,950
40% OF MEDIAN	$30,150	$34,450	$38,800	$43,100	$46,500	$50,000	$53,400	$56,850	$58,600
50% OF MEDIAN	$37,700	$43,100	$48,500	$53,850	$58,150	$62,500	$66,800	$71,100	$73,250
55% OF MEDIAN	$41,450	$47,400	$53,300	$59,250	$63,950	$68,700	$73,450	$78,200	$80,550
60% OF MEDIAN	$45,250	$51,700	$58,150	$64,600	$69,800	$74,950	$80,150	$85,300	$87,850
70% OF MEDIAN	$52,800	$60,300	$67,850	$75,400	$81,400	$87,450	$93,500	$99,500	$102,500
72% OF MEDIAN	$54,300	$62,050	$69,800	$77,550	$83,750	$89,950	$96,150	$102,350	$105,450
75% OF MEDIAN	$56,550	$64,600	$72,700	$80,800	$87,250	$93,700	$100,150	$106,600	$109,850
80% OF MEDIAN	$60,300	$68,900	$77,550	$86,150	$93,050	$99,950	$106,850	$113,700	$117,150
90% OF MEDIAN	$67,850	$77,550	$87,250	$96,950	$104,650	$112,450	$120,200	$127,950	$131,800
100% OF MEDIAN	$75,400	$86,150	$96,950	$107,700	$116,300	$124,950	$133,550	$142,150	$146,450
110% OF MEDIAN	$82,950	$94,750	$106,650	$118,450	$127,950	$137,450	$146,900	$156,350	$161,100
120% OF MEDIAN	$90,500	$103,400	$116,350	$129,250	$139,550	$149,950	$160,250	$170,600	$175,750
135% OF MEDIAN	$101,800	$116,300	$130,900	$145,400	$157,000	$168,700	$180,300	$191,900	$197,700
140% OF MEDIAN	$105,550	$120,600	$135,750	$150,800	$162,800	$174,950	$186,950	$199,000	$205,050
150% OF MEDIAN	$113,100	$129,250	$145,450	$161,550	$174,450	$187,450	$200,350	$213,250	$219,700
175% OF MEDIAN	$131,950	$150,750	$169,650	$188,500	$203,550	$218,650	$233,700	$248,750	$256,300
200% OF MEDIAN	$150,800	$172,300	$193,900	$215,400	$232,600	$249,900	$267,100	$284,300	$292,900

San Francisco Mayor's Office of Housing and Community Development

Notes:
1. Source: U.S. Dept. of Housing and Urban Development, published March 28, 2016.
2. Figures derived by SF MOH from HUD's 2016 Median Family Income for a 4 person HouseHold for San Francisco ('HMFA'), unadjusted for high housing costs, and are rounded to the nearest $50.
3. Additional information on HUD's defined income limits can be found at: http://www.huduser.org/portal/datasets/il.html

Effective Date: 3/28/2016

2016
MAXIMUM MONTHLY RENT BY UNIT TYPE
derived from the
Unadjusted Area Median Income (AMI)
for HUD Metro Fair Market Rent Area (HMFA) that contains San Francisco
Published by the San Francisco Mayor's Office of Housing and Community Development

		SRO	STUDIO	1 BDRM	2 BDRM	3 BDRM	4 BDRM	5 BDRM
20% OF MEDIAN	Max Gross Rent	$283	$378	$431	$485	$539	$581	$625
25% OF MEDIAN	Max Gross Rent	$353	$471	$539	$606	$674	$728	$781
30% OF MEDIAN	Max Gross Rent	$424	$565	$646	$728	$808	$873	$938
35% OF MEDIAN	Max Gross Rent	$495	$660	$754	$849	$943	$1,018	$1,094
40% OF MEDIAN	Max Gross Rent	$565	$754	$861	$970	$1,078	$1,163	$1,250
50% OF MEDIAN	Max Gross Rent	$707	$943	$1,078	$1,213	$1,346	$1,454	$1,563
55% OF MEDIAN	Max Gross Rent	$777	$1,036	$1,185	$1,333	$1,481	$1,599	$1,718
60% OF MEDIAN	Max Gross Rent	$848	$1,131	$1,293	$1,454	$1,615	$1,745	$1,874
70% OF MEDIAN	Max Gross Rent	$990	$1,320	$1,508	$1,696	$1,885	$2,035	$2,186
72% OF MEDIAN	Max Gross Rent	$1,018	$1,358	$1,551	$1,745	$1,939	$2,094	$2,249
75% OF MEDIAN	Max Gross Rent	$1,060	$1,414	$1,615	$1,818	$2,020	$2,181	$2,343
80% OF MEDIAN	Max Gross Rent	$1,131	$1,508	$1,723	$1,939	$2,154	$2,326	$2,499
90% OF MEDIAN	Max Gross Rent	$1,272	$1,696	$1,939	$2,181	$2,424	$2,616	$2,811
100% OF MEDIAN	Max Gross Rent	$1,414	$1,885	$2,154	$2,424	$2,693	$2,908	$3,124
110% OF MEDIAN	Max Gross Rent	$1,555	$2,074	$2,369	$2,666	$2,961	$3,199	$3,436
120% OF MEDIAN	Max Gross Rent	$1,697	$2,263	$2,585	$2,909	$3,231	$3,489	$3,749
135% OF MEDIAN	Max Gross Rent	$1,909	$2,545	$2,908	$3,273	$3,635	$3,925	$4,218
140% OF MEDIAN	Max Gross Rent	$1,979	$2,639	$3,015	$3,394	$3,770	$4,070	$4,374
150% OF MEDIAN	Max Gross Rent	$2,121	$2,828	$3,231	$3,636	$4,039	$4,361	$4,686

Allowable Annual Rent Increase for exising tenants in projects governed by the above MOHCD Rent Limits:	**5.69%**

These maximum gross rents apply to units for which the owner pays the cost of all utilities. To calculate the maximum rent when the tenant pays for some or all of the utilities, or "net rent," 1) determine which utilities will be the tenant's responsibility, 2) look up the corresponding utility allowances in the chart below, 3) calculate the total of those allowances and 4) subtract the total from the maximum gross rent. The following example is for a 3 BR unit restricted to households with incomes at or below 60% AMI and for which the tenants will have to pay the cost of electricity and gas cooking and the owner will pay for heat and hot water.

Cooking - Natural Gas - 3BR	$8
Other Electricity - 3BR	$61
Total Utility Allowance	$69

Maximum Gross Rent - 3BR - 60% AMI	$1,615
Total Utility Allowance	-$69
Maximum Net Rent	$1,546

2016 Utility Allowance Chart
Allowances for Tenant-Furnished Utilities

Utility or Service		Monthly Dollar Allowances					
		0BR	1BR	2BR	3BR	4BR	5BR
Heating	a. Natural Gas	13	15	18	21	24	26
	b. Electric	17	20	26	32	37	43
Cooking	a. Natural Gas	5	5	6	8	8	11
	b. Electric	9	11	13	16	19	21
Other Electric		27	32	45	61	79	97
Water Heating	a. Natural Gas	11	13	19	22	26	29
	b. Electric	19	23	33	42	49	56

*As published by the San Francisco Housing Authority on 12/1/2015

Source: HUD, effective 10/01/2014		SRO	STUDIO	1 BDRM	2 BDRM	3 BDRM	4 BDRM	5 BDRM
FAIR MRKT:		**$1,059**	**$1,412**	**$1,814**	**$2,289**	**$2,987**	**$3,556**	**$4,089**

https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2016_code/2016summary.odn

See also SFHA Payment Standards:

Source: SFHA, effective 1/1/2016		SRO	STUDIO	1 BDRM	2 BDRM	3 BDRM	4 BDRM	5 BDRM
SFHA Payment Standard:		**$1,164**	**$1,553**	**$1,995**	**$2,517**	**$2,987**	**$3,556**	**$4,089**

http://www.sfha.org/SFHA_Payment_Standards_1-1-2016.pdf

LOW HOME RENTS		**$1,026**	**$1,099**	**$1,318**	**$1,523**	**$1,700**	**$1,876**
HIGH HOME RENTS		**$1,256**	**$1,409**	**$1,693**	**$1,947**	**$2,153**	**$2,357**

https://www.hudexchange.info/resource/reportmanagement/published/HOME_RentLimits_State_CA_2015.pdf

Allowable Annual Rent Increase for projects governed by HOME Rent requirements:	**1.49%**

Maximum Annual Increase of Gross Rent for projects that are subject to limits set by the San Francisco Rent Board:	**1.6%**

http://sfrb.org/topic-no-051-years-annual-allowable-increase

Assumptions/Notes:

1. Rents Calculated at 30% of corresponding monthly income limit amount.
2. Utility allowances were determined by the San Francisco Housing Authority, effective 12/1/2015. For more information, see http://sfha.org/FY2016_SFHA_Utility_Allowance_Schedule.pdf and http://www.hud.gov/offices/pih/programs/ph/phecc/allowances.cfm.
3. Occupancy Standard is one person per bedroom plus one additional person.

Effective Date: 3/28/2016

GENERAL PROJECT INFORMATION

Application Date
1st Yr of Operations
1st Month of Operations (1-12)

Current AMI/Rent Year: 2016

This application for financing is for (*select only one*):
☐ New Construction
☐ Existing Development

Financing is requested for:
☐ Acquisition/Predevelopment/Construction
☐ Permanent/Gap

PROPOSED DEVELOPMENT

Project Name	Project Street #	Project Street Name	Project Street Suffix (St/Ave/etc.)	Project Zip Code

Project Neighborhood	Supervisorial District	Real Estate District	Building Type	Gross SF	# Flrs

Total Units	# of Affordable Units	Occupancy Type	Supportive Housing?	Transitional Housing?	If Transitional, # Beds

# Comm Units	Comm SF	Project Sponsor (parent entit(ies), not LP)	Ownership Type	Property Owner

Property Owner Contact Name	Property Owner Contact Title	Property Owner Contact Email	Property Owner Contact Phone

PROPOSED UNIT DISTRIBUTION

Enter the total proposed number of units, including manager units, and unrestricted units, if any.

Unit Types	Proposed # Units include Mgr's Unit(s)	% of Total Units
SRO		
Studio		
1 BR		
2 BR		
3 BR		
4 BR		
5 BR		
Total Units	-	

TARGET POPULATION

Enter # of each target population proposed to be served: For persons that qualify for more than one target population group, include the individual in each target population group.

Families	
Persons with HIV/AIDS	
Homeless Persons	
Mentally or Physically Disabled	
Developmentally Disabled	
Seniors	
Persons with Substance Abuse	
Domestic Violence Survivors	
Veterans	
Formerly Incarcerated	
Transition-Aged Youth ("TAY")	

Narrative: *Please provide summary of target population proposed to be served.*

PROJECT FINANCING

In the table below, please provide information about all proposed project financing, including all hard and soft debt lenders. Lenders should be listed in lien order with the most senior lender in the first lien position and the most junior lender in the last lien position. Enter information for all columns. If not applicable, enter "N/A."

Data entry below is required! Drop down menus in the 1st Year Operating Budget will not work if the Project Financing Table is not completed.

Lien Order	Lender (and Funding Program if applicable)	Total Funding Amount	Interest Rate	First Repymt Due Date	Maturity Date	Hard Debt/Soft Debt/Both	Repayment Terms *(select from drop down)*	Annual Payment Amount (or N/A, if not applicable)	Notes (please note any anticipate changes to repayment obligations)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Does the project have/will have HCD financing?

Does the project have/will have Federal Funding?

PROPOSED RENTAL SUBSIDIES

Enter # of units proposed to be supported by each rental subsidy type.

LOSP	
Project-Based-Section 8	
Project-Based-Section 8 (Mod Rehab SRO)	
HAP Contract With (Select if any PB-Sec8 Units):	
Section 8-Voucher	
HOPWA	
PRAC - 202	
PRAC - 811	
S+C	
VASH	
HOME TBA	
Other:	

IMPORTANT!

Based on data entry above, this is a non-LOSP project. If that is correct, click on 'Non-LOSP Project' button below before moving on to the next worksheet.

RESIDUAL RECEIPTS/GROUND LEASE INFORMATION

Does the project have a MOHCD/OCII Residual Receipt Obligation? Yes

Will the project defer the payment of the Developer Fee, and therefore have two different residual receipts splits? (See Developer Fee Policy.)

Residual Receipts split for all years.

% of Residual Receipts available for distribution to all soft debt lenders: 67%

% of Residual Receipts available for distribution to Owner: 33%

Does the project have a MOHCD/OCII ground lease?

Does the project have a non-MOHCD/OCII ground lease?

If yes, enter Lessor name:

	Must Pay Base Rent Amount:		Residual Rent Amount:		Annual Rent Amount:	0

UTILITIES AND OTHER PROJECT INCOME

Application Date:

UTILITY ALLOWANCE

For each utility type below, select either "Tenant" or "Owner" and the type of utility source, as applicable. The selections will automatically calculate the total utility allowance by unit type, and will be used in the calculation of "Max Tenant Paid Rent" in the "New Devt - Rent & Unit Mix" and "Existing Devt - Rent Roll" worksheets.

If using a engineer calculated utility allowance, select "Owner" for all utility types, and enter in calculated utility allowance directly in the row "Other".

Utility Allowance Year: 2016	Who Pays? *(select from drop down menu)*	Type	SRO	Studio	1BR	2BR	3BR	4BR	5BR
Heating*	Tenant	Natural Gas	0	13	15	18	21	24	26
Cooking*	Tenant	Natural Gas	0	5	5	6	8	9	11
Other Electric*	Tenant		0	27	32	45	61	79	97
Water Heating*	Owner	Natural Gas	0	0	0	0	0	0	0
Other: (please describe)									
Total Utility Allowance			**0**	**45**	**52**	**69**	**90**	**112**	**134**

* As published by the San Francisco Housing Authority on 11/19/2015.

OTHER PROJECT INCOME

*Please use the tables below to provide detailed information about other projected **monthly** residential and commercial income. **The information provided below will link to income line items in the 1st year Operating Budget worksheet.***

Residential Parking

No. of Tenant Rental Spaces	
Monthly Income Per Space	
Monthly Residential Parking Income	0
Annual Residential Parking Income	0

Miscellaneous Rent Income

In the table below, enter each type of anticipated rent-related income not already included in the calculation of gross rental income.

Miscellaneous Rent Income Source	Amount
Monthly Miscellaneous Rent Income	0
Annual Miscellaneous Rent Income	0

Laundry

No. of Units Using Central Laundry	
Weekly Assumed Income Per Unit	
Annual Total Laundry Income	0

Interest Income - Project Operations

Interest Income Source	Amount
Monthly Interest Income	0
Annual Interest Income - Project Operations	0

Tenant Charges

Tenant Charges Source	Amount
Monthly Tenant Charges	0
Annual Tenant Charges Income	0

Miscellaneous Residential Income

In the table below, itemize other revenue proposed to be generated by the project and not already included in other income line items. Do not include misc. rent-related income below; enter those under Miscellaneous Rent Income.

Miscellaneous Residential Income Source	Amount
Monthly Misc Residential Income	0
Annual Misc Residential Income	0

Other Commercial Income

In the table below, enter each type of anticipated Other Monthly

Other Commercial Income Source	Amount
Monthly Other Commercial Income	0
Annual Commercial income	0

RENT AND UNIT MIX INFORMATION - NEW CONSTRUCTION PROJECTS ONLY

Application Date:
Current AMI/Rent Year: 2016
Utility Allowance Year: 2016

INCOME RESTRICTED UNITS - NO RENTAL SUBSIDY

In the four tables below, enter information for restricted units that will not receive any rental subsidy. Use one table for each AMI/rent limit level proposed for the project. First select the applicable income limit and corresponding regulatory agency that sets the Applicable Rent Limit. Enter the number of units at the selected AMI level. The table will automatically populate with the current Maximum Gross Rent and Utility Allowance. After reviewing the Maximum Gross Rent, then enter the Proposed Tenant Paid Rents based on the most restrictive funder that are at or below the MOHCD Maximum Tenant Paid Rent.

Note that TCAC is an available Applicable Rent Limit for analytical purposes only. The final version of the proforma must be based on MOHCD AMI/rent levels.

Income Limit (% AMI) *(select from drop down)*	Applicable Rent Limit *(select from drop down)*	Unit Type	No. of Units	Max Gross Rent	Less Utility Allowance	Max Tenant Paid Rent	Proposed Tenant Paid Rent (Most Restrictive)	Monthly Income at Proposed Tenant Paid Rents	Monthly Income at Maximum Tenant Paid Rents	Name of Most Restrictive Funder
		SRO								
		Studio								
		1BR								
		2BR								
		3BR								
		4BR								
		5BR								
Subtotal:			**0**					**0**	**0**	

Income Limit (% AMI) *(select from drop down)*	Applicable Rent Limit *(select from drop down)*	Unit Type	No. of Units	Max Gross Rent	Less Utility Allowance	Max Tenant Paid Rent	Proposed Tenant Paid Rent (Most Restrictive)	Monthly Income at Proposed Tenant Paid Rents	Monthly Income at Maximum Tenant Paid Rents	Name of Most Restrictive Funder
		SRO								
		Studio								
		1BR								
		2BR								
		3BR								
		4BR								
		5BR								
Subtotal:			**0**					**0**	**0**	

Income Limit (% AMI) *(select from drop down)*	Applicable Rent Limit (select from drop down)	Unit Type	No. of Units	Max Gross Rent	Less Utility Allowance	Max Tenant Paid Rent	Proposed Tenant Paid Rent (Most Restrictive)	Monthly Income at Proposed Tenant Paid Rents	Monthly Income at Maximum Tenant Paid Rents	Name of Most Restrictive Funder
		SRO								
		Studio								
		1BR								
		2BR								
		3BR								
		4BR								
		5BR								
Subtotal:			**0**					**0**	**0**	

Income Limit (% AMI) *(select from drop down)*	Applicable Rent Limit *(select from drop down)*	Unit Type	No. of Units	Max Gross Rent	Less Utility Allowance	Max Tenant Paid Rent	Proposed Tenant Paid Rent (Most Restrictive)	Monthly Income at Proposed Tenant Paid Rents	Monthly Income at Maximum Tenant Paid Rents	Name of Most Restrictive Funder
		SRO								
		Studio								
		1BR								
		2BR								
		3BR								
		4BR								
		5BR								
Subtotal:			**0**					**0**	**0**	

Total Restricted Non-Subsidy Units: **0**

Total Monthly Tenant Paid Rent from Non-Rental Subsidy Units: **0**

RENT AND UNIT MIX INFORMATION - NEW CONSTRUCTION PROJECTS ONLY

Application Date:
Current AMI/Rent Year: 2016
Utility Allowance Year: 2016

INCOME RESTRICTED UNITS - WITH RENTAL SUBSIDY

In the four tables below, only enter information for restricted units that will receive rental subsidy. Use one table for each AMI/rent limit level with subsidized units. First select the applicable income limit and Subsidy Program. Enter the Gross Monthly Contract Rent set by the subsidy program selected. Then, enter the Estimated Tenant Paid Rent for the applicable unit size. Tenant Assistance Payment will automatically calculate as Gross Monthly Contract Rent minus Estimated Tenant Paid Rent. Enter the number of units at the selected AMI level and subsidy program. Please also provide any notes to describe the calculation of the Tenant Assistance Payments.

Income Limit (% AMI) *(select from drop down)*	Applicable Rent Limit	Unit Type	Gross Monthly Contract Rent (per unit)	Estimated Tenant Paid Rent Excluding Utility Allowance	Tenant Assistance Payment (per unit)	No. of Units	Monthly Income at Estimated Tenant Paid Rents	Monthly Income from Tenant Assistance Payments	Monthly Income from Contract	Tenant Assistance Payment Notes
		SRO			0			0		
		Studio			0			0		
Subsidy Program:		1BR			0			0		
(select from drop down)		2BR			0			0		
		3BR			0			0		
		4BR			0			0		
		5BR			0			0		
Subtotal						**0**	**0**	**0**	**0**	

Income Limit (% AMI) *(select from drop down)*	Applicable Rent Limit	Unit Type	*Gross Monthly Contract Rent (per unit)*	Estimated Tenant Paid Rent Excluding Utility Allowance	Tenant Assistance Payment (per unit)	No. of Units	Monthly Income at Estimated Tenant Paid Rents	*Monthly Income from Tenant Assistance Payments*	Monthly Income from Contract	Tenant Assistance Payment Notes
		SRO			0			0		
		Studio			0			0		
Subsidy Program:		1BR			0			0		
(select from drop down)		2BR			0			0		
		3BR			0			0		
		4BR			0			0		
		5BR			0			0		
Subtotal						**0**	**0**	**0**	**0**	

Income Limit (% AMI) *(select from drop down)*	Applicable Rent Limit	Unit Type	Gross Monthly Contract Rent (per unit)	Estimated Tenant Paid Rent Excluding Utility Allowance	Tenant Assistance Payment (per unit)	No. of Units	Monthly Income at Estimated Tenant Paid Rents	Monthly Income from Tenant Assistance Payments	Monthly Income from Contract	Tenant Assistance Payment Notes
		SRO			0			0		
		Studio			0			0		
Subsidy Program:		1BR			0			0		
(select from drop down)		2BR			0			0		
		3BR			0			0		
		4BR			0			0		
		5BR			0			0		
Subtotal						**0**	**0**	**0**	**0**	

Income Limit (% AMI) *(select from drop down)*	Applicable Rent Limit	Unit Type	Gross Monthly Contract Rent (per unit)	Estimated Tenant Paid Rent Excluding Utility Allowance	Tenant Assistance Payment (per unit)	No. of Units	Monthly Income at Estimated Tenant Paid Rents	Monthly Income from Tenant Assistance Payments	Monthly Income from Contract	Tenant Assistance Payment Notes
		SRO			0			0		
		Studio			0			0		
Subsidy Program:		1BR			0			0		
(select from drop down)		2BR			0			0		
		3BR			0			0		
		4BR			0			0		
		5BR			0			0		
Subtotal						**0**	**0**	**0**	**0**	

Total Restricted Units with Rent Subsidy: **0**

Total Monthly Income From Rent-Subsidized Units:	
Tenant Paid Rent	Tenant Asst. Payments
0	**0**

RENT AND UNIT MIX INFORMATION - NEW CONSTRUCTION PROJECTS ONLY

Application Date:
Current AMI/Rent Year: 2016
Utility Allowance Year: 2016

UNRESTRICTED UNITS

In the table below, enter in information for non-restricted units. Rents entered below will flow into the calculation of total Tenant Rents in the 1st Year Operating Budget.

Unrestricted Units (indicate if Mgr's unit)	Unit Size	No. of Units	Proposed Tenant Paid Rent	Monthly Income at Proposed Tenant Paid Rents
Manager Unit				0
Manager Unit				0
Manager Unit				0
Non-Mgr Unit	SRO			0
Non-Mgr Unit	Studio			0
Non-Mgr Unit	1BR			0
Non-Mgr Unit	2BR			0
Non-Mgr Unit	3BR			0
Non-Mgr Unit	4BR			0
Non-Mgr Unit	5BR			0
Total for Unrestricted Units:		**0**		**0**

RENTAL INCOME SUMMARY

Monthly Tenant Paid Rental Income - Restricted Units	
Tenant Paid Rent from Restricted Non-Subsidy Units	0
Tenant Paid Rent from Restricted Subsidized Units	0
Subtotal Monthly Tenant Paid Rent - Restricted Units	*0*
Monthly Tenant Paid Rental Income - Unrestricted Units	
Tenant Paid Rent from Unrestricted Units	0
Total Monthly Tenant Paid Rental Income - Restricted and Unrestricted Units	**0**
Total Annual Tenant Paid Rental Income - Restricted and Unrestricted Units (O138 x 12)	**0**
Annual Tenant Paid Rent - Rent Adjustments:	
Rent adjustments are not typically applicable. If rent adjustment is entered, please provide description of rent adjustment here.	
Total Residential Tenant Paid Rents (Annual Rental Income + Rent Adjustments):	**0**
(Number above will link to 1st Year Op. Budget, cell F9)	
Income from Tenant Assistance Payments	
Monthly Income from Tenant Assistance Payments	0
Annual Income from Tenant Assistance Payments (O147 x 12)	**0**
(Number above will link to 1st Year Op. Budget, cell F10)	

SUMMARY OF PROPOSED UNIT TYPES BY INCOME CATEGORIES

Unit distribution by AMI level will auto-populate when detailed information is entered above. No data entry is needed in the table below. If unit count information does not match the total numbers provided in the Proposed Unit Distribution table above, red error messages will appear. When unit information above has been corrected, red error messages will disappear. If you don't understand the cause for an error message, please check with MOHCD asset management staff.

Unit Types	Total Proposed # Units (inc. Mgr's Unit)	Unrestricted Units	Restricted Units - No Subsidy: Total Restricted Units - No Subsidy		Restricted Units - With Rental Subsidy: Total Restricted Units - With Subsidy	
SRO	0		0		0	
Studio	0		0		0	
1BR	0		0		0	
2BR	0		0		0	
3BR	0		0		0	
4BR	0		0		0	
5BR	0		0		0	
Total Units	**0**		**0**		**0**	

Application Date: **# Units:**
Project Name: **# *Bedrooms:***
Project Address: **# Beds:**
Project Sponsor:

	MOHCD/OCII	Other Sources:					Total Sources	Comments
SOURCES	-	-	-	-	-	-	-	
Name Other Sources:								
USES								
ACQUISITION								
Acquisition cost or value							0	
Demolition							0	
Legal/Closing costs							0	
Broker's fee							0	
TOTAL ACQUISITION	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
CONSTRUCTION (HARD COSTS)								
Site Work								
Environmental Remediation							0	
Grading/Earthwork							0	
Underpinning/shoring							0	
Total Site Work	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Unit Construction/Rehab							0	
Parking							0	
Landscaping							0	
Overhead/Profit/Gen'l Conditions							0	
TOTAL CONSTRUCTION COSTS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Construction Contingency							**0**	#DIV/0!
SOFT COSTS								
Architecture/Engineering								
Design							0	
Construction Administration							0	
Printing							0	
Total Arch./Engineer. Fees	**0**	**0**	**0**	**0**	**0**	**0**	**0**	#DIV/0!
Survey & Engineering Studies								
Survey							0	
Geotechnical studies							0	
Phase I & II Reports							0	
Total Survey & Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Financing Costs								
Predevelopment Financing Costs								
Predev. Loan Application Fee							0	
Predev. Loan Interest							0	
Title & Recording							0	
Sub-total Predev. Financing Costs	*0*	*0*	*0*	*0*	*0*	*0*	**0**	
Construction Financing Costs								
Construction Loan Origination Fee							0	
Construction Loan Interest							0	
Title & Recording							0	
Sub-total Const. Financing Costs	*0*	*0*	*0*	*0*	*0*	*0*	**0**	
Premanent Financing Costs								
Permanent Loan Origination Fee							0	
Credit Enhance. & Appl. Fee							0	
Title & Recording							0	
Sub-total Perm. Financing Costs	0	0	0	0	0	0	0	
Total Financing Costs	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Legal Costs								
Lender Legal Pd. By Applicant							0	
Tax Credit Attorney							0	
Developer Legal Counsel							0	
Total Legal Costs	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Appraisal							0	
Property Taxes							0	
Insurance							0	
Relocation							0	
TCAC App/Alloc/Monitor Fees							0	
CEQA Environmental Review							0	
Entitlement/Permit Fees							0	
Marketing/Rent-up							0	
Furnishings							0	
Market Study							0	
NEPA/106 Review							0	
Other (specify)							0	
Sub-total Soft Costs	***0***	***0***	***0***	***0***	***0***	***0***	**0**	
Soft Cost Contingency							0	
TOTAL SOFT COSTS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
RESERVES								
Operating Reserves							0	
Replacement Reserves							0	
Other (specify)							0	
Other (specify)							0	
Other (specify)							0	
Other (specify)							0	
TOTAL RESERVES	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
DEVELOPER COSTS								
Developer Overhead/Profit (Fee)							0	
Development Consultant Fees							0	
Financial Consultant Fees							0	
Construction Management Fee							0	
Project Administration							0	
Other (specify)							0	
TOTAL DEVELOPER COSTS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Syndication Costs							0	
TOTAL DEVELOPMENT COST	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Development Cost/Unit								
Construction Cost (including Construction Contingency)/SF								
Tax Credit Equity Pricing:								

Application Date: **Project Name:**

Total # Units: 0 **Project Address:**

First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations)**:** **Project Sponsor:**

Correct errors noted in Col N!

INCOME	**Total**	**Comments**
Residential - Tenant Rents	0	
Residential - Tenant Assistance Payments	0	
Commercial Space	0	Links from 'Commercial Op. Budget' Worksheet
Residential Parking	0	Links from 'Utilities & Other Income' Worksheet
Miscellaneous Rent Income	0	Links from 'Utilities & Other Income' Worksheet
Supportive Services Income		
Interest Income - Project Operations	0	Links from 'Utilities & Other Income' Worksheet
Laundry and Vending	0	Links from 'Utilities & Other Income' Worksheet
Tenant Charges	0	Links from 'Utilities & Other Income' Worksheet
Miscellaneous Residential Income	0	Links from 'Utilities & Other Income' Worksheet
Other Commercial Income	0	Links from 'Commercial Op. Budget' Worksheet
Withdrawal from Capitalized Reserve (deposit to operating account)		
Gross Potential Income	**0**	
Vacancy Loss - Residential - Tenant Rents	0	
Vacancy Loss - Residential - Tenant Assistance Payments	0	
Vacancy Loss - Commercial	0	Links from 'Commercial Op. Budget' Worksheet
EFFECTIVE GROSS INCOME	**0**	

OPERATING EXPENSES

Management

Management Fee		1st Year to be set according to HUD schedule.
Asset Management Fee		
Sub-total Management Expenses	**0**	

Salaries/Benefits

Office Salaries		
Manager's Salary		
Health Insurance and Other Benefits		
Other Salaries/Benefits		
Administrative Rent-Free Unit		
Sub-total Salaries/Benefits	**0**	

Administration

Advertising and Marketing		
Office Expenses		
Office Rent		
Legal Expense - Property		
Audit Expense		
Bookkeeping/Accounting Services		
Bad Debts		
Miscellaneous		
Sub-total Administration Expenses	**0**	

Utilities

Electricity		
Water		
Gas		
Sewer		
Sub-total Utilities	**0**	

Taxes and Licenses

Real Estate Taxes		
Payroll Taxes		
Miscellaneous Taxes, Licenses and Permits		
Sub-total Taxes and Licenses	**0**	

Insurance

Property and Liability Insurance		
Fidelity Bond Insurance		
Worker's Compensation		
Director's & Officers' Liability Insurance		
Sub-total Insurance	**0**	

Maintenance & Repair

Payroll		
Supplies		
Contracts		
Garbage and Trash Removal		
Security Payroll/Contract		
HVAC Repairs and Maintenance		
Vehicle and Maintenance Equipment Operation and Repairs		
Miscellaneous Operating and Maintenance Expenses		
Sub-total Maintenance & Repair Expenses	**0**	

Supportive Services		
Commercial Expenses	0	Links from 'Commercial Op. Budget' Worksheet

TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES ***0***

Reserves/Ground Lease Base Rent/Bond Fees

Ground Lease Base Rent	0		Provide additional comments here, if needed.
Bond Monitoring Fee			
Replacement Reserve Deposit			
Operating Reserve Deposit			
Other Required Reserve 1 Deposit			
Other Required Reserve 2 Deposit			
Required Reserve Deposit/s, Commercial	0	Links from 'Commercial Op. Budget' Worksheet	
Sub-total Reserves/Ground Lease Base Rent/Bond Fees	**0**		

	Min DSCR:	1.1
	Available for DS in Yr 1:	-
TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES **0**	Mortgage Rate:	5%
	Term:	30
NET OPERATING INCOME (INCOME minus OP EXPENSES) **0**	Supportable 1st Mortgage Amt:	$0
	Proposed 1st Mortgage Amt:	$0

DEBT SERVICE ("hard debt"/amortized loans)

Hard Debt - First Lender	0		Provide additional comments here, if needed.
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)	0		Provide additional comments here, if needed.
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)	0		Provide additional comments here, if needed.
Hard Debt - Fourth Lender	0		Provide additional comments here, if needed.
Commercial Hard Debt Service	0	Links from 'Commercial Op. Budget' Worksheet	
TOTAL HARD DEBT SERVICE	**0**		

CASH FLOW (NOI minus DEBT SERVICE) **0**

Commercial Only Cash Flow 0

USES OF CASH FLOW BELOW (This row also shows DSCR.)

USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL

"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy)			
Partnership Management Fee (see policy for limits)			
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits)			
Other Payments			
Non-amortizing Loan Pmnt - Lender 1 (select lender in comments field)			Provide additional comments here, if needed.
Non-amortizing Loan Pmnt - Lender 2 (select lender in comments field)			Provide additional comments here, if needed.
Deferred Developer Fee (Enter amt <= Max Fee from cell I130)		#DIV/0!	Provide additional comments here, if needed.

TOTAL PAYMENTS PRECEDING MOHCD **0**

Application Date: **Project Name:**

Total # Units: 0 **Project Address:**

First Year of Operations (provide data assuming that Year 1 is a full year, i.e. 12 months of operations)**:** **Project Sponsor:**

Correct errors noted in Col N!

RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD) **0**

Residual Receipts Calculation

Does Project have a MOHCD/OCII Residual Receipt Obligation?	**Yes**	Project has MOHCD ground lease?	**TBD**
Will Project Defer Developer Fee?	**TBD**		
Max **Deferred Developer Fee/Borrower** % of Residual Receipts in Yr 1:	33%		
% of Residual Receipts available for distribution to **soft debt lenders** in Yr 1:	67%		

Soft Debt Lenders with Residual Receipts Obligations	*(Select lender name/program from drop down)*	**Total Principal Amt**	**Distrib. of Soft Debt Loans**
MOHCD/OCII - Soft Debt Loans	All MOHCD/OCII Loans payable from res. rects		100.00%
MOHCD/OCII - Ground Lease Value	Ground Lease		0.00%
HCD (soft debt loan) - Lender 3			0.00%
Other Soft Debt Lender - Lender 4			0.00%
Other Soft Debt Lender - Lender 5			0.00%

MOHCD/OCII RESIDUAL RECEIPTS DEBT SERVICE

MOHCD/OCII Residual Receipts Amount Due	0	67% of residual receipts, multiplied by 100% -- MOHCD's/OCII's pro rata share of all soft deb
Proposed MOHCD/OCII Residual Receipts Amount to Loan Repayment	0	Enter/override amount of residual receipts proposed for loan repayment.
Proposed MOHCD/OCII Residual Receipts Amount to Residual Ground Lease	0	If applicable, MOHCD/OCII residual receipts amt due LESS amt proposed for loan repymt.

REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE **0**

NON-MOHCD/OCII RESIDUAL RECEIPTS DEBT SERVICE

HCD Residual Receipts Amount Due	0	
Lender 4 Residual Receipts Due	0	
Lender 5 Residual Receipts Due	0	
Total Non-MOHCD Residual Receipts Debt Service	**0**	

REMAINDER (Should be zero unless there are distributions below)	**0**	
Owner Distributions/Incentive Management Fee	0	
Other Distributions/Uses	0	
Final Balance (should be zero)	**0**	

Total # Units: -

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
INCOME	**% annual increase**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**
Residential - Tenant Rents	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Residential - Tenant Assistance Payments	n/a	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial Space	2.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Income		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gross Potential Income		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vacancy Loss - Residential - Tenant Rents	n/a	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vacancy Loss - Commercial	n/a	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EFFECTIVE GROSS INCOME		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING EXPENSES																				
Management	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Salaries/Benefits	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administration	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes and Licenses	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance & Repair	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Supportive Services	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PUPA (w/o Reserves/GL Base Rent/Bond Fees)																				
Reserves/Ground Lease Base Rent/Bond Fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PUPA (w/ Reserves/GL Base Rent/Bond Fees)																				
NET OPERATING INCOME (INCOME minus OP EXPENSES)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEBT SERVICE ("hard debt"/amortized loans)																				
Hard Debt - First Lender		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hard Debt - Fourth Lender		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial Hard Debt Service		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL HARD DEBT SERVICE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CASH FLOW (NOI minus DEBT SERVICE)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial Only Cash Flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
USES OF CASH FLOW BELOW (This row also shows DSCR.)	***DSCR:***																			
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL																				
Deferred Developer Fee (Enter amt <= Max Fee from row 131)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Partnership Management Fee (see policy for limits	3.5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Payments		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-amortizing Loan Pmnt - Lender 1		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-amortizing Loan Pmnt - Lender 2		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL PAYMENTS PRECEDING MOHCD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Does Project have a MOHCD/OCII Residual Receipt Obligation?	**Yes**																			
Will Project Defer Developer Fee?	**TBD**																			
Residual Receipts split for all years. - Lender/Owne	**7% / 33%**																			
	Dist. Soft																			
MOHCD/OCII RESIDUAL RECEIPTS DEBT SERVICE	Debt Loans																			
MOHCD/OCII Residual Receipts Amount Due	100.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed MOHCD/OCII Residual Receipts Amount to Loan Repaymen		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proposed MOHCD/OCII Residual Receipts Amount to Residual Ground Lease		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NON-MOHCD/OCII RESIDUAL RECEIPTS DEBT SERVICE																				
HCD Residual Receipts Amount Due	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lender 4 Residual Receipts Due	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lender 5 Residual Receipts Due	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-MOHCD Residual Receipts Debt Service		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
REMAINDER (Should be zero unless there are distributions below		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Owner Distributions/Incentive Management Fee		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Distributions/Uses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Final Balance (should be zero)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RR Running Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OR Running Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Required Reserve 1 Running Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Required Reserve 2 Running Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEFERRED DEVELOPER FEE - RUNNING BALANCE																				
Developer Fee Starting Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Deferred Developer Fee Earned		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Developer Fee Remaining Balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Total # Units: **-**

		Year 20 19
INCOME	**% annual increase**	**Total**
Residential - Tenant Rents	2.5%	-
Residential - Tenant Assistance Payments	n/a	-
Commercial Space	2.5%	-
Other Income		-
Gross Potential Income		**-**
Vacancy Loss - Residential - Tenant Rents	n/a	-
Vacancy Loss - Residential - Tenant Assistance Payments	n/a	-
Vacancy Loss - Commercial	n/a	-
EFFECTIVE GROSS INCOME		**-**
OPERATING EXPENSES		
Management	3.5%	-
Salaries/Benefits	3.5%	-
Administration	3.5%	-
Utilities	3.5%	-
Taxes and Licenses	3.5%	-
Insurance	3.5%	-
Maintenance & Repair	3.5%	-
Supportive Services	3.5%	-
Commercial Expenses		-
TOTAL OPERATING EXPENSES w/o RESERVES/GL BASE RENT/BOND FEES		**-**
PUPA (w/o Reserves/GL Base Rent/Bond Fees)		
Reserves/Ground Lease Base Rent/Bond Fees		-
TOTAL OPERATING EXPENSES w/ RESERVES/GL BASE RENT/BOND FEES		**-**
PUPA (w/ Reserves/GL Base Rent/Bond Fees)		
NET OPERATING INCOME (INCOME minus OP EXPENSES)		**-**
DEBT SERVICE ("hard debt"/amortized loans)		
Hard Debt - First Lender		-
Hard Debt - Second Lender (HCD Program 0.42% pymt, or other 2nd Lender)		-
Hard Debt - Third Lender (Other HCD Program, or other 3rd Lender)		-
Hard Debt - Fourth Lender		-
Commercial Hard Debt Service		-
TOTAL HARD DEBT SERVICE		**-**
CASH FLOW (NOI minus DEBT SERVICE)		**-**
Commercial Only Cash Flow		-
USES OF CASH FLOW BELOW (This row also shows DSCR.)	***DSCR:***	
USES THAT PRECEDE MOHCD DEBT SERVICE IN WATERFALL		
Deferred Developer Fee (Enter amt <= Max Fee from row 131)		-
"Below-the-line" Asset Mgt fee (uncommon in new projects, see policy	3.5%	-
Partnership Management Fee (see policy for limits	3.5%	-
Investor Service Fee (aka "LP Asset Mgt Fee") (see policy for limits		-
Other Payments		-
Non-amortizing Loan Pmnt - Lender 1		-
Non-amortizing Loan Pmnt - Lender 2		-
TOTAL PAYMENTS PRECEDING MOHCD		**-**
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDING MOHCD)		**-**
Does Project have a MOHCD/OCII Residual Receipt Obligation?	**Yes**	
Will Project Defer Developer Fee?	**TBD**	
Residual Receipts split for all years. - Lender/Owner	**7% / 33%**	
	Dist. Soft Debt Loans	
MOHCD/OCII RESIDUAL RECEIPTS DEBT SERVICE		
MOHCD/OCII Residual Receipts Amount Due	100.00%	-
Proposed MOHCD/OCII Residual Receipts Amount to Loan Repayment		-
Proposed MOHCD/OCII Residual Receipts Amount to Residual Ground Lease		-
REMAINING BALANCE AFTER MOHCD RESIDUAL RECEIPTS DEBT SERVICE		**-**
NON-MOHCD/OCII RESIDUAL RECEIPTS DEBT SERVICE		
HCD Residual Receipts Amount Due	0.00%	-
Lender 4 Residual Receipts Due	0.00%	-
Lender 5 Residual Receipts Due	0.00%	-
Total Non-MOHCD Residual Receipts Debt Service		**-**
REMAINDER (Should be zero unless there are distributions below		**-**
Owner Distributions/Incentive Management Fee		-
Other Distributions/Uses		-
Final Balance (should be zero)		**-**
RR Running Balance		**-**
OR Running Balance		**-**
Other Required Reserve 1 Running Balance		**-**
Other Required Reserve 2 Running Balance		**-**
DEFERRED DEVELOPER FEE - RUNNING BALANCE		
Developer Fee Starting Balance		-
Deferred Developer Fee Earned		-
Developer Fee Remaining Balance		**-**

Attachment 21

Facility Requirements for Center-Based Child Care –prepared by the *San Francisco Child Care Interagency Facility Committee* (4/2008)

Facility Requirement	Minimum Standard Licensing/Regulations		Best Practice	Citation
CLASSROOM REQUIREMENTS				
1st or 2nd floor	1st floor	SF Fire Code	▪ Classroom space adjacent to outdoor yard to allow indoor/outdoor flow	N/A
Classroom indoor sq. ft. per child	35 sq. ft./child	Title 22 Licensing Regulations Section 101238.3	▪ **50 sq. ft./child** 1. Clearly define entrance for family sign in 2. Moderate visual and auditory stimulation 3. Staff can supervise children by sight and sound at all times	"*We Care*", pg. 133*
Number of classrooms			▪ Is dependent on number of children served and maximum number of children allowed in each classroom	
Sinks and toilets per child	1 per 15 children	Title 22 Licensing Regulations Section 101239	▪ Additional classroom sinks for children hand-washing before meals	ECERS**
Number students to be served			▪ See formula	"*We Care*", pg. 33-35
OUTDOOR SPACE				
Outdoor sq. ft. per child	75 sq. ft./child	Title 22 Licensing Regulations Section 101238.2	▪ **75 sq ft /child** 1. Shaded areas to accommodate multiple children 2. Clearly defined areas for intended use 3. Arranged so staff can supervise by sight and sound 4. Protected by excessive wind	"*We Care*", pg.146
Age appropriate outdoor space	Divided outdoor areas for age groups -infants, toddlers & preschoolers	Title 22 Licensing Regulations Section 101238.2		

Fencing	4 ft. height	Title 22 Licensing Regulations Section 101238.2	▪ **6 ft. height** 1. Minimize risk of abduction 2. Space between picket at 3.5 inches 3. Gates should be self-closing and self-latching	"*We Care*", pg.151
Water	Drinking water is available	Title 22 Licensing Regulations Section 101239.2	▪ Outdoor spigot or sink to allow for water play and gardening activities	ECERS**
STAFF AD SUPPORT SPACE				
Staff/Program Support Space			▪ **50 sq. ft./ child** 1. Place for adults to take a break away from children 2. Secure place for staff to store personal belongings 3. Additional storage space for materials 4. Administrative area for planning and preparing materials	"*We Care*", pg. 135
Adult Bathrooms	1	Title 22 Licensing Regulations Section 101239	▪ 2 adult bathrooms meeting ADA requirements	
Parent Resource Area			▪ Room to have parent conferences, store resource materials, offer a family library	N/A
Pull-Out Room			▪ Special activity room for children (for arts, music, gross motor, etc.)	N/A
Food Prep/Kitchen	Conforms to SF FireCodes	SF Fire Code	▪ Commercial grade appliances	N/A
EXTERNAL ENVIRONMENT				
Parking			▪ Passenger zone white zone with marked operating hours ▪ Additional blue zone for disabled parking	"*We Care*", pg. 129
Staff Parking			▪ 1 space per 3 staff	"*We Care*", pg. 111
Security			▪ Buzzer door w/ camera	"*We Care*", pg. 111
Public Transportation			▪ Near corridor/hub	"*We Care*", pg. 111

*BRIDGE Housing, *We Care: A Guide For Developing Child Care Facilities with Affordable Housing*, BRIDGE Housing Corporation, 2006.
**Thelma Harms, Debby Cryer, and Richard M. Clifford, Early Childhood Environment Rating Scale-Revised Edition, Teachers College Press, 1998
***California Department of Social Services -Community Care Licensing (CCL) Division (online at: http://www.ccld.ca.gov/)

Article 7. PHYSICAL ENVIRONMENT

101237 ALTERATIONS TO EXISTING BUILDINGS OR NEW FACILITIES 101237

(a) Prior to construction or alterations, the licensee shall notify the Department of the proposed change(s).

(b) The Department has the authority to require the licensee to obtain a building inspection by a local building inspector if the Department suspects that a hazard to children's health and safety exists.

HANDBOOK BEGINS HERE

(c) Prior to construction or alterations, state or local law requires that all facilities secure a building permit.

HANDBOOK ENDS HERE

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73 and 1596.81, Health and Safety Code.

101238 BUILDINGS AND GROUNDS 101238

(a) The child care center shall be clean, safe, sanitary and in good repair at all times to ensure the safety and well-being of children, employees and visitors.

(1) The licensee shall take measures to keep the center free of flies, other insects, and rodents.

(2) The licensee shall safely dispose of water and any disinfectants/solutions that have been used for cleaning.

(b) All children shall be protected against hazards within the center through provision of the following:

(1) Protective devices including but not limited to nonslip material on rugs.

(c) All outdoor and indoor passageways, stairways, inclines, ramps, open porches and other areas of potential hazard shall be kept free of obstruction.

101238 BUILDINGS AND GROUNDS (Continued) **101238**

(d) General permanent or portable storage space shall be available for the storage of the center's equipment and supplies.

(1) Such equipment and supplies shall be stored in this space and shall not be stored in space used to meet other requirements specified in this chapter.

(e) All licensees shall ensure the inaccessibility of pools, including swimming pools (in-ground and above-ground), fixed-in-place wading pools, hot tubs, spas, fish ponds or similar bodies of water, through a pool cover or by surrounding the pool with a fence.

(1) Fences shall be at least five feet high and shall be constructed so that the fence does not obscure the pool from view. The bottom and sides of the fence shall comply with Division 1, Appendix Chapter 4 of the 1994 Uniform Building Code. In addition to meeting all of the aforementioned requirements for fences, gates shall swing away from the pool, self-close and have a self-latching device located no more than six inches from the top of the gate. Pool covers shall be strong enough to completely support the weight of an adult and shall be placed on the pool and locked while the pool is not in use.

(A) If licensed prior to June 1, 1995, child care centers with existing pool fencing shall be exempt from the fencing requirements specified in Section 101238(e)(1) until such fence is replaced or structurally altered. If the licensee replaces or alters the fence, it shall meet the requirements specified in Section 101238(e)(1).

(2) Where an above-ground pool structure is used as the fence or where the fence is mounted on top of the pool structure, the pool shall be made inaccessible when not in use by removing or making the ladder inaccessible or erecting a barricade to prevent access to decking. If a barricade is used, the barricade shall meet the requirements of Section 101238(e)(1).

(f) All in-ground pools, and all above-ground pools that cannot be emptied after each use, shall have an operative pump and filtering system.

(g) Disinfectants, cleaning solutions, poisons and other items that could pose a danger if readily available to children shall be stored where inaccessible to children.

(1) Storage areas for poisons shall be locked.

(2) Firearms and other weapons shall not be allowed on or stored on the premises of a child care center.

101238 BUILDINGS AND GROUNDS (Continued) **101238**

(h) Medicines shall be stored as specified in Section 101226(e) and separately from items specified in Section 101238(g) above.

(i) The items specified in Section 101238(g) above shall not be stored in food-storage areas or in storage areas used by or for children.

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, and 1596.81, Health and Safety Code.

101238.2 OUTDOOR ACTIVITY SPACE **101238.2**

(a) There shall be at least 75 square feet per child of outdoor activity space based on the total licensed capacity.

(1) The following areas shall not be included in the calculation of outdoor activity space:

(A) Swimming pools and adjacent pool decking.

(B) Natural or man-made hazards such as canals, cliffs, condemned buildings, creeks, lakes, ocean fronts, mines, power lines, quarries, rivers, ravines, swamps, watercourses and areas subject to flooding.

(b) The outdoor activity space shall be situated to:

(1) Provide a shaded rest area for the children.

(2) Permit children to reach the outdoor activity space safely.

(c) Equipment and activity areas shall be arranged so that there is no hazard from conflicting activities.

(d) The surface of the outdoor activity space shall be maintained:

(1) In a safe condition for the activities planned.

(2) Free of hazards including, but not limited to, holes, broken glass and other debris, and dry grasses that pose a fire hazard.

101238.2 OUTDOOR ACTIVITY SPACE **101238.2**
(Continued)

(e) As a condition of licensure, the areas around and under high climbing equipment, swings, slides and other similar equipment shall be cushioned with material that absorbs falls.

(1) Sand, woodchips and peagravel, or rubber mats commercially produced for the purposes of (e) above, are permitted.

(2) The use of cushioning material other than that specified in (e)(1) above shall be approved by the Department prior to installation.

(f) Sandboxes shall be inspected daily and kept free of hazardous foreign materials.

(g) The playground shall be enclosed by a fence to protect children and to keep them in the outdoor activity area. The fence shall be at least four feet high.

HANDBOOK BEGINS HERE

(1) The intent of this requirement is to have a fence that will keep children from leaving the outdoor activity area unnoticed but will not in and of itself present a hazard. For example, a split-rail fence wouldn't necessarily keep children from leaving the outdoor activity area and is therefore not appropriate. On the other hand, a barbed-wire fence is not appropriate because it presents a hazard.

HANDBOOK ENDS HERE

(h) Any construction or equipment that could pose a hazard in the outdoor activity area shall be made inaccessible to children in care. This shall include, but not be limited to, incinerators, air- conditioning equipment, water heaters and fuse boxes.

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81, and 1597.05, Health and Safety Code.

101238.3 INDOOR ACTIVITY SPACE 101238.3

(a) There shall be at least 35 square feet of indoor activity space per child based on the total licensed capacity.

(1) Bathrooms, halls, offices, isolation areas, food-preparation areas and storage places shall not be included in the calculation of indoor activity space.

(2) Floor space occupied by shelves, permanent built-in cabinets, space used to meet the requirements of Section 101238.4, and office equipment shall not be included in the calculation of indoor activity space.

(3) Floor area under tables, desks, chairs and other equipment intended for use as part of children's activities shall be included in the calculation of indoor activity space.

(b) The floors of all rooms shall have a surface that is safe and clean.

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81 and 1597.05, Health and Safety Code.

101238.4 STORAGE SPACE 101238.4

(a) The licensee shall ensure that each child has an individual permanent or portable storage space for his/her clothing, personal belongings and/or bedding.

(b) There shall be permanent or portable storage space in the playrooms for play materials and equipment.

(1) The licensee may store outdoor play materials and equipment outdoors.

(c) Napping equipment shall be stored at the center when not in use.

(d) Combustibles, cleaning equipment and cleaning agents shall be stored in an area separate from food supplies in a locked cabinet or in a location inaccessible to children.

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81 and 1597.05, Health and Safety Code.

101238.5 WADING POOLS 101238.5

(a) Notwithstanding the requirements of Section 101238(e), fencing is not required for inflatable or other portable plastic wading pools with sides low enough for children using the pool(s) to step out unassisted.

(1) These pools shall be emptied after each use.

HANDBOOK BEGINS HERE

(b) For regulations regarding swimming pools and other water activities, please see Sections 101238(e) and 101216.6.

HANDBOOK ENDS HERE

NOTE: Authority cited Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81 and 1597.05, Health and Safety Code.

101239 FIXTURES, FURNITURE, EQUIPMENT AND SUPPLIES 101239

(a) A comfortable temperature for children shall be maintained at all times.

(1) The licensee shall maintain the temperature in rooms that children occupy between a minimum of 68 degrees F (20 degrees C) and a maximum of 85 degrees F (30 degrees C).

(A) In areas of extreme heat, the maximum shall be 20 degrees F (11.1 degrees C) less than the outside temperature.

(b) All window screens shall be in good repair and free of insects, dirt and debris.

(c) Fireplaces and open-faced heaters shall be made inaccessible to children to ensure children's safety.

HANDBOOK BEGINS HERE

(1) The use of a fireplace screen or similar barrier will meet this requirement.

HANDBOOK ENDS HERE

101239 FIXTURES, FURNITURE, EQUIPMENT AND SUPPLIES (Continued) **101239**

(d) The licensee shall provide lamps or lights as necessary in all rooms and other areas to ensure the comfort and safety of all persons in the child care center.

(e) Faucets used by children for personal care shall deliver hot water.

(1) Hot water temperature controls shall be maintained to automatically regulate temperature of hot water delivered to plumbing fixtures used by children to attain a hot water temperature of not less than 105 degrees F (40.5 degrees C) and not more than 120 degrees F (48.8 degrees C).

(2) Taps delivering water at 125 degrees F (51.6 degrees C) or above shall be prominently identified by warning signs.

(3) Notwithstanding (e) and (e)(1) above, handwashing fixtures shall not be required to deliver hot water.

(4) All toilets, handwashing and bathing facilities shall be maintained in safe and sanitary operating condition. Additional equipment, aids and/or conveniences shall be provided as needed in centers that serve children with physical disabilities.

(f) Solid waste shall be stored, located and disposed of in a manner that will not transmit communicable diseases or odors, create a nuisance, or provide a breeding place or food source for insects or rodents.

(1) All containers used for storage of solid wastes, including moveable bins, shall have a tightfitting cover that is kept on; shall be in good repair; and shall be leakproof and rodent-proof.

(2) Solid-waste containers that hold decaying waste, including moveable bins, shall be emptied at least once per week, or more often if necessary to comply with (f) above.

(3) Each movable bin shall provide for suitable access and a drainage device to allow complete cleaning at the storage area.

(g) The licensee shall provide linens of various kinds as necessary to meet the program of services offered by the center and the requirements specified in this chapter.

(h) Based on the total licensed capacity, one toilet and one handwashing fixture shall be maintained for every 15 children or fraction thereof.

101239 FIXTURES, FURNITURE, EQUIPMENT AND SUPPLIES (Continued) **101239**

(1) Urinals may be used to meet the requirements of this section provided they are low enough for children to reach them, or broad-based platforms or anchored steps are provided to enable children to reach them.

(A) There shall be at least two toilets for each urinal counted.

(B) Centers with toilet-urinal ratios approved prior to December 31, 1983, are not required to meet the ratio in (h)(1)(A) above.

(i) There shall be one toiletand one handwashing fixture, separate from and in addition to the number of toilets and handwashing fixtures required in (h) above, designated for use by children who are ill, for use by staff, and for emergency use. This toilet and handwashing fixture shall be conveniently located in relation to the isolation area.

(1) Child care centers licensed prior to December 31, 1983, and operating continuously since then, are not required to make modifications to meet the requirement in (i) above.

HANDBOOK BEGINS HERE

(2) The toilet designated for this use may be in the general-use area or in a separate bathroom.

HANDBOOK ENDS HERE

(j) Common towels or washcloths are prohibited.

(k) Tables and chairs shall be provided to meet the needs of the children.

(1) Tables and chairs shall be scaled to the size of the children.

(l) There shall be a cot, couch or bed for each ill child as specified in Section 101226.2.

(m) All play equipment and materials used by children shall be age-appropriate.

(1) The licensee shall provide a variety of age-appropriate equipment, toys and materials in good condition and in sufficient quantity to allow children present to fully participate in planned activities.

101239 FIXTURES, FURNITURE, EQUIPMENT AND SUPPLIES (Continued) **101239**

(n) Furniture and equipment shall be maintained in good condition, free of sharp, loose or pointed parts.

(1) A baby walker shall not be allowed on the premises of a child care center in accordance with Health and Safety Code Sections 1596.846(b) and (c).

HANDBOOK BEGINS HERE

Health and Safety Code Sections 1596.846(b) and (c) state:

(b) A baby walker shall not be kept or used on the premises of a child day care facility.

(c) A "baby walker" means any article described in paragraph (4) of subdivision (a) of Section 1500.86 of Part 1500 of Title 16 of the Code of Federal Regulations.

HANDBOOK ENDS HERE

(o) Playground equipment shall be securely anchored to the ground unless it is portable by design.

(1) Equipment shall be maintained in a safe condition, free of sharp, loose or pointed parts.

(p) Furniture and equipment, including cots and mats used for napping, shall be arranged so that no exit is blocked.

(q) All materials and surfaces accessible to children, including toys, shall be free of toxic substances.

NOTE: Authority cited: Section 1596. 81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81, 1596.846 and 1597.05, Health and Safety Code.

101239.1 NAPPING EQUIPMENT **101239.1**

(a) Cots used for napping shall be maintained in a safe condition.

(b) Floor mats used for napping shall be:

(1) Constructed of foam at least 3/4 inch thick.

(2) Covered with vinyl or similar material that can be wiped.

(3) Marked or colored so that the sleeping side can be distinguished from the floor side.

101239.1 NAPPING EQUIPMENT (Continued) **101239.1**

(4) Wiped with a detergent/disinfectant weekly or when soiled or wet.

(5) Maintained in a safe condition with no exposed foam.

(c) Each cot or mat shall be equipped with a sheet to cover the cot or mat and, depending on the weather, a sheet and/or blanket to cover the child.

(1) Bedding shall not be shared by different children without first laundering the bedding.

(2) Bedding shall be individually stored so that each child's bedding is identifiable and no child's used bedding comes into contact with other bedding.

(3) Sheets shall be washed weekly or when soiled or wet.

(4) Blankets shall be cleaned or changed when soiled.

(d) Napping equipment shall be arranged so that each child has access to a walkway without having to walk on or over the cots or mats of other children.

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81 and 1597.05, Health and Safety Code.

101239.2 DRINKING WATER **101239.2**

(a) Drinking water from a noncontaminating fixture or container shall be readily available both indoors and in the outdoor activity area.

(1) Children shall be free to drink as they wish.

(2) Anchored steps or a broad-based platform shall be utilized when a drinking fountain is too high for the children in care.

HANDBOOK BEGINS HERE

(3) Bottled water or portable containers will be allowed provided that:

(A) The water and containers are kept free of contamination.

(B) Bottled water containers are secured to prevent tipping and breaking.

HANDBOOK ENDS HERE

101239.2 DRINKING WATER (Continued) **101239.2**

(4) All water for drinking shall be potable as defined in the California Code of Regulations, Title 24, Part 5.

HANDBOOK BEGINS HERE

(A) Title 24, Part 5, defines potable water as water that is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the health authority having jurisdiction.

HANDBOOK ENDS HERE

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81 and 1597.05, Health and Safety Code.

Attachment 22

SAN FRANCISCO
PLANNING
DEPARTMENT

Standards for
Bird-Safe Buildings

SAN FRANCISCO PLANNING DEPARTMENT | ADOPTED JULY 14, 2011



Adopted July 14, 2011

By the San Francisco Planning Commission

SAN FRANCISCO
PLANNING
DEPARTMENT

Acknowledgements

We express our appreciation to the Cities of Toronto, New York, and Chicago and the State of Minnesota, whose guidelines and standards provided a basis for these. Thanks also to the following people for their work to make the built environment safer for the winged animals who enrich our world, and with whom we share our City:

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Certain graphic images provide courtesy The American Bird Conservancy and the Audubon Society.

This document is based in part on guidelines published by: New York City Audubon Society, Inc., May 2007; the Audubon Minnesota, May 2010; and an unpublished draft of the National Guidelines by the American Bird Conservancy. In addition, material was drawn from many sources; every effort was made to cite those sources and any omissions are inadvertent.

NYC Audubon Bird-Safe Building Guidelines Credits:
Project Director: Kate Orff, RLA, Columbia University GSAPP ; Authors: Hillary Brown, AIA, Steven Caputo, New Civic Works; Project Staff: E.J. McAdams, Marcia Fowle, Glenn Phillips, Chelsea Dewitt, and Yigal Gelb.

Audubon MN Bird-Safe Building Guidelines Credits:
Project Director: Joanna Eckles, Audubon Minnesota. Contributor: Edward Heinen, Edward Heinen Architectural Consulting.

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Photo by Glenn Nevill

PREFACE: Purpose of the Standards

Photo by Robert Lewis



Varied Thrush

"The wide variety of native birds that thrive in urban areas underscores the importance of these artificial habitats to the survival of many bird populations. Creating greenspace in urban environments, landscaping with native plants in backyards and parks, adopting architecture and lighting systems that reduce collisions, and keeping pets indoors will provide the greatest benefit to breeding birds and migrants seeking safe places to rest and find food during their spectacular journeys."

- 2009 State of The Birds Report by the United States Government US Department of Interior

Pigeons and sparrows are readily visible in San Francisco. These ubiquitous city birds are not shy about sharing our urban spaces. But the casual observer may be shocked to learn that our City's birds are much more diverse. There are about 400 species of birds in San Francisco; remarkably, this is nearly half the species in all North America (*Kay 2009*). For those who look, the shyer species are just around the corner. This is due in part to the diverse habitats of the Bay Area and its position on the coastal migration path, the Pacific Flyway. Some birds are well-adapted to urban life, and they may remain here as year-round "residents." Others are migratory, passing through the City southward in autumn en route to their winter feeding grounds, then returning northward in spring to establish territories in summer breeding grounds.

Photo by Robert Lewis



Anna's Hummingbird

There are special problems posed for birds living in or flying through cities. Over 30 years of research has documented that buildings and windows are the top killer of wild birds in North America (*Banks 1979; Ogden 1996; Hager et al. 2008; Klem 2009; Gelb and Delacretaz 2009*). Structure collision fatalities may account for between 100 million and 1 billion birds killed annually in North America (*United States Fish and Wildlife Service 2002; Klem 2009*). According to the leading expert, Dr. Daniel Klem Jr., this toll strikes indiscriminately culling some of the healthiest of the species. "From a population standpoint, it's a bleeding that doesn't get replaced," he stated, estimating that between one and five percent of the total migratory population die in window crashes annually (*Klem, 2009*). Many of these are endangered or threatened species whose populations are already declining due to habitat loss, toxin loads, and other severe environmental pressures.

Juvenile residents and migrants of all ages — those least familiar with the urban setting — face the greatest risk of injury or death from the hazards of the city environment. Collision hazards include vehicles, bridges, transmission towers, power lines, and turbines, but the majority of avian deaths and injuries occur from impacts with building components such as transparent or reflective glass. Night-time lighting also interferes with avian migrations. Scientists have determined that bird mortality caused by collisions with structures is "biologically significant" for certain species (*Longcore et al. 2005*). In other words, building collisions are a threat of sufficient magnitude to affect the viability of bird populations, leading to local, regional, and national declines. Night-migrating songbirds—already imperiled by habitat loss and other environmental stressors—are at double the risk, threatened both by illuminated buildings when they fly at night and by daytime glass collisions as they seek food and shelter.

While species that are plentiful may not be threatened by structure collisions, many species that are threatened or endangered show up on building collision lists (*Ogden 1996 and references therein*).

Strategies that improve the urban design quality or sustainability of the built environment may help to make a more bird-safe city. For example, San Francisco has a long-standing policy prohibiting installation of mirrored glass, to meet aesthetic goals. This policy also benefits birds, which mistake reflections for real space and don't perceive the glass as a deadly barrier. The launch of the Golden Gate Audubon Society, Pacific Gas and Electric Company, and Department of the Environment's voluntary Lights Out San Francisco program in 2008 links smart energy policy with bird preservation strategies.

Occasionally policy goals may conflict, and we must balance the benefits and costs of one policy against the other. For instance, gains in energy and resource conservation provided by wind generators could also have negative environmental impacts if installations of those wind farms increase mortality among flying animals.



Photo courtesy New York Audubon's "Bird-Safe Guidelines"

A Red-Tailed Hawk may see its reflection as a territorial rival to be driven away, resulting in a collision.

WHAT THIS DOCUMENT DOES

Annual kills at high-risk structures are foreseeable and avoidable and merit protection (*Klem, 2009*). This publication serves as the Planning Commission's policy document for Section 139 of the Planning Code, "*Standards for Bird-Safe Buildings*." The controls described within aim to identify high-risk features in an urban setting and regulate these situations to the best of current scientific understanding. In areas where the risks are less well known, the Department does not propose to apply controls but instead recommends project sponsors use the checklist contained in this document as an educational tool to increase their understanding of potential dangers. Qualifications for achieving recognition as a Bird-Safe building are included in the document to acknowledge building owners who voluntarily take measures to help keep birds safe above and beyond the requirements. At this time, the Planning Department also urges local researchers to further explore the issue and for citizens to get involved in local monitoring efforts.

I. The Issue: Birds, Buildings, People and Cities

Changing Nature of North America and Building Design

The consequences of our population growth are well-known: sprawling development across the country compounds habitat loss and disrupts vital ecological functions. The rate of sprawl in the United States almost quadrupled between 1954 and 2000. An area of undeveloped land about the size of Connecticut is converted to urbanized landscapes annually in the United States (*U.S. Department of Agriculture 1997*). This loss of habitat exerts great pressures on our wildlife.

Less well-known to the general public are the effects of our specific development forms on wildlife. Buildings and birds have coexisted since people first sought shelter. Early blocky buildings posed little threat to birds as the building elements were quite visibly solid. The advent of mass produced sheet glass in 1902 greatly increased the potential for transparency. The innovation of steel frame buildings with glass curtain walls resulted in transparent high-rise buildings.

After the Second World War, these steel and glass buildings were widely used and became the iconic 20th Century American building. Today, planners and urban dwellers increasingly demand building transparency to achieve street activation and pedestrian interest. As glass surface area increases so do the number of bird collisions. After World War II birdwatchers began documenting major bird-building, single-event collisions that resulted in the deaths of hundreds of birds. The first recorded event occurred on September 10, 1948 when more than 200 birds of 30 species were killed upon collision with the Empire State Building (*McAdams 2003)*. Similar events have occurred every decade with notable events killing 10,000 to 50,000 birds at a strike (*Bower 2000*). In 2011, the New York Times reported, that "After 5,000 red-winged blackbirds fell from the sky in Arkansas on New Year's Eve, many Americans awakened to a reality that had not necessarily been on their radar: many birds die as a result of collisions with buildings" (*Kaufman 2011).* These single-event strikes are often tied to inclement weather, night migration, and brightly lit structures.



ABOVE: The proposed new Transbay Terminal presents a transparent façade with enticing vegetation visible both inside the building and on the roof. The façade is currently planned to include fritted glass.



ABOVE: Many historic buildings such as the old Transbay Terminal present a solid appearance.



Photo courtesy of Lundberg Design

ABOVE: The City's new bus shelters designed by Lundberg Design use a subtle frit pattern to indicate the barrier. This design, called "SF Fog," is effective in alerting both people and birds to the glass. INSETS show how the frit pattern is more dense at the bottom and dissipates like the City's fog at the top.

While single-event collisions are dramatic, the bulk of bird deaths result from the cumulative effects of a lone, confused bird mistaking glass for a safe flight path. The lone bird strike occurs over and over with conservative estimates calculating that each building kills 10 birds per year on average in the United States (*Klem 1990*). Poorly designed buildings kill hundreds per year (*Hager et al. 2008*). Current research finds that earlier estimates of up to 1 billion bird deaths per year due to building collisions were conservative (*Klem et al. 2009 and references therein*).

New trends in green architecture can either increase or decrease the risk for birds. Green design that facilitates bird safety includes: the avoidance of light pollution, reduced disturbance to natural landscapes and biological systems, and lowered energy use. Green design can also be hard on birds. Green buildings surrounded by lush landscaping may attract more birds. Window reflections of adjacent greenery lure birds to false trees. Green atria inside buildings too may call birds to an inaccessible haven only to have their journey harshly interrupted mid-flight. In 2011, the Chicago Tribune reported that birds were crashing into the FBI's Chicago office, a Platinum LEED Building, at a clip of 10 birds a day during migration (*DeVore 2011*).

Green building design can go hand-in-hand with bird-safe design. The Green Building Council rating system, LEED, challenges designers to assess the impact of building and site development on wildlife, and incorporate measures to reduce threats. Buildings may be certified as silver, gold, or platinum according to the number of credits achieved. A LEED a bird-friendly pilot may be developed as early as summer 2011, for testing and eventual inclusion into the main LEED structure. There is still room for improvement. In the future, green design should thoroughly consider the impact of design on wild flora and fauna.

BELOW: The California Academy of Sciences showcases many green design features including a green roof set within a lush, green landscape that is a natural respite for birds migrating through the city. Because its use of glass could also pose a collision risk, researchers at the Academy are studying the effects of the building on birds and testing various methods of improving bird safety, including the use of external screens, as shown on page 29.



http://slowmuse.files.wordpress.com/2008/10/cas1.jpg

The Basics: Birds and Buildings

BIRDS AND GLASS

Glass is everywhere and is one of the least recognized, but most serious, threats to birds; one that is increasing as humans continue to build within bird habitats across the planet. Clear glass is invisible to birds and to humans, but both can learn to recognize and avoid it. Unfortunately, most birds' first encounter with glass is fatal. They collide at full speed when they try to fly to sky, plants, or other objects seen through glass or reflected on its surface. Death is frequently not instantaneous, and may occur as a result of internal hemorrhage days after impact, far away from the original collision site, making monitoring the problem even more difficult. The two primary hazards of glass for birds are reflectivity and transparency.

REFLECTIVITY



Viewed from outside buildings, transparent glass often appears highly reflective. Almost every type of architectural glass under the right conditions reflects the sky, clouds, or nearby trees and vegetation. Glass which reflects the environment presents birds with the appearance of safe routes, shelter, and possibly food ahead. When birds try to fly to the reflected habitat, they hit the glass. Reflected vegetation is the most dangerous, but birds may also attempt to fly past reflected buildings or through reflected passageways.

TRANSPARENCY



During daylight hours, birds strike transparent windows as they attempt to access potential perches, plants, food or water sources and other lures seen through the glass. "Design traps" such as glass "skywalks" joining buildings, glass walls around planted atria and windows installed perpendicularly on building corners are dangerous because birds perceive an unobstructed route to the other side.



http://www.princeton.edu/pr/pictures/l-r/princeton_modern/



Photo by AnMarie Rodgers

TOP: Clouds and neighboring trees reflect in the glass curtain wall of Sherrerd Hall on the Princeton campus making it difficult for birds to distinguish real from reflection.

BOTTOM: A Market Street building with a transparent corner may lead birds to think the tree is reachable by flying through the glass.

GLAZING CHARACTERISTICS

Reflective and transparent glass each present hazards to birds (*Gelb and Delacretaz 2009*).

REFLECTIVITY

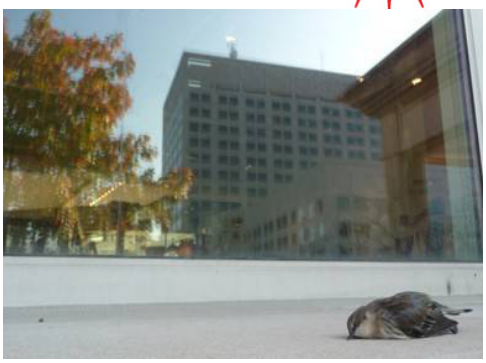


Image courtesy of Lightsoutindy.org

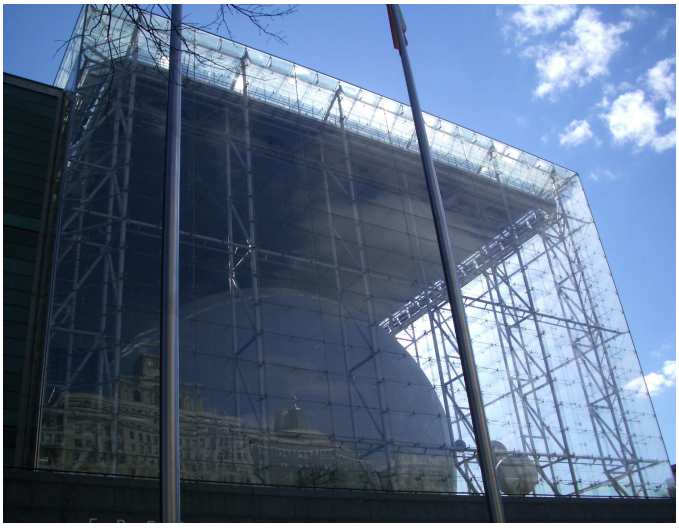


Photos Courtesy NY Audubon

TRANSPARENCY



Image courtesy of Lightsoutindy.org



TOP: Reflections: A bird looking for a perch may mistake the reflected tree for an actual tree.

BOTTOM: Transparent glass can be mistaken for a clear flight path.

GLASS RELATIVE TO BUILDING HEIGHT AND MASSING

Typically, as building size increases, so does the amount of glass, making larger buildings more of a threat. Lower stories of buildings are the most dangerous because windows here are at or below canopy height and are more likely to reflect trees and other landscape features that attract birds. This makes a long, low building more of a hazard than a tall one of equal interior square-footage. However, as monitoring programs access setbacks and roofs of tall buildings, they are finding that birds also collide with buildings at the higher floors. This is an area where more information is needed.

AMOUNT OF GLASS

Glass causes virtually all bird collisions with buildings. It's logical that as the amount of glazing increases on a building the threat also increases. A study in New York (*Klem et al, 2009*) found a 10% increase in the area of reflective and transparent glass on a building façade correlated with a 19-32% increase in the number of fatal collisions, in spring and fall, when visiting migrants are present.



TOP: SoMa's Foundry Square presents a full façade of highly reflective glass. While all glass can be reflective, glass manufacturers label glass with standards "reflectivity" ratings.

REDUCING KNOWN BIRD TRAPS





Photo Courtesy NY Audubon

Windowed courtyards and open-topped atria can be hazardous, especially if they are heavily planted. Birds fly down into such places, and then try to leave by flying directly towards reflections on the walls. Glass skywalks, handrails and building corners where glass walls or windows are perpendicular are dangerous because birds can see through them to sky or habitat on the other side.

ABOVE LEFT: This café on Market Street uses a glass wind barrier lined with attractive flowers that may entice birds.

ABOVE RIGHT: This glass walkway allows for a clear sightline though the passage. Without treatment to the glazing, this can create a hazards for birds.

CLEAR FLIGHT PATHS

Birds have evolved to fly through tree canopies at speed. This ability to navigate tight places is a benefit in most natural settings but may be a liability in the built environment. Early attempts to ward off bird collisions with glass panes included the unsuccessful attempts at placing falcon stickers in the middle of each pane. As the acrobatic bird below demonstrates and as current research has shown, collisions are most effectively reduced when flight paths are eliminated by the breaking of glass swaths to less than either 4" vertically or 2" horizontally (*Sheppard 2010*).



Hand Print Rule: Small birds may try to fly through any spaces that are about the size of a handprint.







Exceptional Acrobats: Some birds such as the barn swallow pictured here can easily fly through spaces that are more narrow. This bird is traveling at 35 mph through a 2-inch seam.

http://zuzutop.com/2009/07/a-job-for-superswallow/

We don't know exactly what birds see when they look at glass but we do know that the amount of glass in a building is the strongest predictor of how dangerous it is to birds. Other factors can increase or decrease a building's impact, including the density and species composition of local bird populations, the type, location and extent of landscaping and nearby habitat, prevailing wind and weather, and patterns of migration through the area. All must be considered when planning bird-friendly environments. Commercial buildings with large expanses of glass can kill large numbers of birds, estimated at 35 million per year in the US (*Hager et al 2008*). With bird kills estimated at 1-10 per building per year, the large number of buildings multiplies out to a national estimate of as much as a billion birds per year (*Klem et al 2009; Klem 1990, 2009*). As we'll discuss, certain particularly hazardous combinations can result in hundreds of deaths per year for a single building.



Photo by Hendrik Dacquin

BOTTOM A fatal bird-strike leaves behind a print of the bird's plumage as evidence of the force of the impact.

BIRDS AND LIGHTING



LIGHT

While recent research suggests that nighttime collisions may be more limited in scope than previously thought (*Gelb and Delacretaz 2009 and references therein*), at night artificial light degrades the quality of migratory corridors and adds new dangers to an already perilous journey. These conditions can be exacerbated by unfavorable weather and San Francisco fog, limiting birds' ability to see navigational markers like the stars and moon. Flood lights on tall buildings or intense uplights emit light fields that entrap birds reluctant to fly from a lit area into a dark one. This type of lighting has resulted in mass mortalities of birds (*Ogden 1996 and references therein*).

Lights disrupt birds' orientation. Birds may cluster around such lights circling upward, increasing the likelihood of collisions with the structure or each other. Importantly, vital energy stores are consumed in nonproductive flight. The combination of fog and light doubly affects birds' navigation and orientation. (*Ogden 2006*)

Besides reducing adverse impacts on migrating birds, there are significant economic and human health incentives for curbing excessive building illumination. In June 2009, the American Medical Association declared light pollution a human health threat and developed a policy in support of control of light pollution.

Overly-lit buildings waste tremendous amounts of electricity, increasing greenhouse gas emissions and air pollution levels, and of course, wasting money. Researchers estimate that the United States alone wastes over one billion dollars in electrical costs annually because poorly designed or improperly installed outdoor fixtures allow much of the light to go up to the sky. "Light pollution" has negative aesthetic and cultural impacts. Recent studies estimate that over two-thirds of the world's population can no longer see the Milky Way, a source of mystery and imagination for star-gazers. Together, the ecological, financial, and aesthetic/cultural impacts of excessive building lighting serve as compelling motivation to reduce and refine light usage (*Scriber 2008*).

Light at night, especially during bad weather, creates conditions that are particularly hazardous to night migrating birds. Typically flying at heights over 500 feet, migrants often descend to lower altitudes during inclement weather, where they may encounter artificial light from buildings. Water vapor in very humid air, fog or mist refracts light, greatly increasing the illuminated area around light sources. Birds circle in the illuminated zone, appearing disoriented and unwilling or unable to leave (*Ogden 2006*). They are likely to succumb to lethal collision or fall to the ground from exhaustion, where they are at risk from predators. While mass mortalities at very tall illuminated structures such as skyscrapers have received the most attention, mortality is also associated with ground level lighting and with inclement weather.

BELOW: Hazards can combine in downtown San Francisco. In this photo beacon lighting, light spillage, and fog mix.



Photo by AnMarie Rodgers

While we typically think of birds as early risers, during migration season many species will travel at night. White lights, red lights, skyglow, brightly lit buildings and interiors can distort normal flight routes (*Poot et al. 2008*). The risks vary by species. Songbirds, in particular, seem to be guided by light and therefore appear more susceptible to collisions with lit structures. Migrant songbirds have been documented by multiple sources to suffer single night mortalities of hundreds of birds at a single location (*Ogden 1996 and references therein*).



Image courtesy Lights Out SF

ABOVE: Lighting and Navigation: Birds migrate by reading light from the moon and stars, as well as by geomagnetic signals radiated from earth. Cumulative light spillage from cities can create a glow that is bright enough to obscure the starlight needed for navigation.

LEFT: Beacon Effect: Individual structures may be lit in a manner that draws birds like a moth to a flame. Beacon structures can draw birds towards land that may offer little shelter or food or towards collisions with glass. Once at the structure, birds may be hesitant to leave the lit area causing them to circle the structure until exhausted. (*Ogden 1996*)

RIGHT: Skyglow can be increased during periods of inclement weather. Current research indicates that red lights in particular may disrupt geomagnetic tracking. Red lights required for airline safety would be permitted (above image). Decorative red lighting, such as on the building below in New York, would be discouraged.



Image courtesy Lights Out SF



Image courtesy NY Audubon



Map courtesy of Texas Parks and Wildlife Department.

OTHER CAUSES OF COLLISIONS:

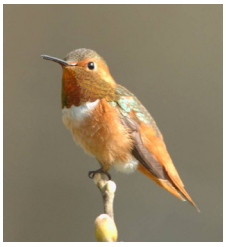
LOCATION: MACRO-SETTING

San Francisco is on the Oceanic Route of the Pacific Flyway. During migration, birds tend to follow rivers and the coastline. In this way migrants funnel southward together in the fall and disperse northward in the spring.

VISITING BIRDS

Migrating birds are unfamiliar with the City and may be exhausted from their flight. Instances of collisions rise during the migratory seasons as birds travel to lower elevations to feed, rest, and use light to recalibrate their navigation. (*Hager et al. 2008*).

LEFT: Millions of birds – more than 350 species – follow the Pacific Flyway. Of the two primary routes, the Oceanic Route passes through the Bay Area. Spring migration occurs between February through May, and fall migration begins in August and lasts through November. During this time, collisions with buildings can increase notably.







Photos by Eddie Barkley.

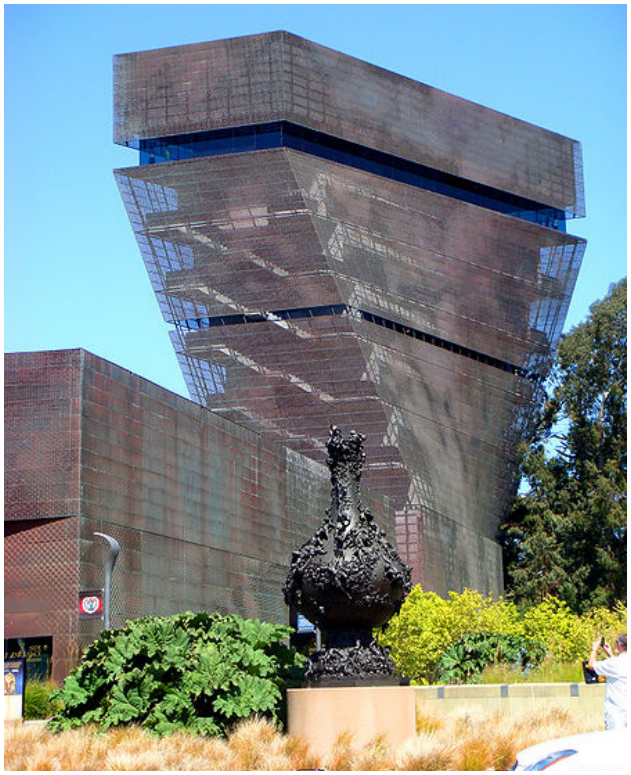
LEFT: According to the Golden Gate Audubon Society, over 250 species migrate through San Francisco Bay, many of them small songbirds such as warblers, thrushes, tanagers and sparrows that migrate at night and may be more susceptible to collisions with structures when descending for feeding and resting because of unfamiliar territory and confusing signals from the urban environment. Bird photos from left to right are Anna's Hummingbird, Yellow Warbler, and Lazuli Bunting.

LOCATION: MICRO-SETTING

How a building meets adjacent landscape features can be critical in determining the risk to birds. Buildings with large windows located adjacent to extensive vegetation present great hazards. In suburban areas, buildings with these features have been documented to kill 30 birds per year (*Klem 1990; and O'Connell 2001*). This combination may be even more lethal in urban areas. Studies of Manhattan structures with large swaths of glazing adjacent to large open spaces have recorded well over 100 collisions per year (*Gelb and Delacretaz 2009*).

BUILDING FEATURES

Well-articulated buildings orient people as well as birds, directing flow of traffic, creating enticing rest areas and adding aesthetic appeal.



RIGHT: Although located in a park setting, the De Young Museum minimizes hazards due to its low amount of glazing and perforated copper façade.

WEATHER CONDITIONS

Inclement weather can obscure obstacles and exacerbate skyglow conditions (*Ogden 1996 and references therein*).



http://izismile.com/2009/09/30/beautiful_pictures_of_san_francisco_covered_with_fog_10_pics_1_video.html

Implications for San Francisco

Three decades of researching bird/building collisions has yielded both many answers and posed new questions. The high number of North American bird deaths and the ecological importance of birds demonstrate that the problem exists on a national level, but it is natural to wonder if the dense nature of San Francisco presents the same compelling pressure for a local response. The short answer is yes—San Francisco has both an important population of birds and a potentially injurious built environment for them. As discussed previously, San Francisco is both home to many birds and is on a major migratory pathway. Locally, there are incidents of celebrated birds such, as the Peregrine Falcon, repeatedly losing their young due to collisions with downtown skyscrapers. With only a few studies currently underway in San Francisco and results not yet complete, anecdotally, local birders have monitored several buildings and have noted significant numbers of bird injuries and deaths (*Weeden, 2010*). San Francisco Animal Care and Control staff further reported collecting 938 wild birds over a two year period from May 2008 through June 2010, noting the majority of birds were found during the spring and fall migratory periods. The California Academy of Sciences in Golden Gate Park is spearheading their own research and bird-safe building methods, in a proactive effort to avoid bird fatalities at their facility. In lieu of large-scale local monitoring programs there are a great many studies of dense urban cities that we can further draw upon. These studies demonstrate that birds respond similarly to certain building and environmental features, regardless of geographic location.

SPOTLIGHT ON A LOCAL CELEBRITY

The Peregrine Falcon population suffered a huge blow to their numbers due to the use of pesticides including DDT beginning in the 1950s. In 1970 the California Peregrine Falcon population was reduced to only two known breeding pairs. The Santa Cruz Predatory Bird Research Group (SCPBRG) participated in the reintroduction of the species and has monitored the Peregrine Falcons nesting in San Francisco and other sites.

Natural cliff dwellers, the species adapted to nesting in bridges and downtown high-rises. As the population increased, Peregrine Falcons were reported in the San Francisco financial district and in 1987 a nest box was placed near a commonly used perch on the PG&E Headquarters Building. In 2003, Peregrine Falcons nested in the downtown for the first time and have been a closely watched since. SCPBRG trained citizens to participate in a group called “Fledge Watch” to increase understanding of how young falcons fare in the city. In 2009, 76 people volunteered for 5 hour shifts monitoring the 36-58 day old Peregrines from sunrise to sunset in either San Jose or San Francisco. The public could also view the falcons from the downtown building nest via a webcam.

According to Glenn Stewart of SCPBRG, “while there have been building collision fatalities, the target nest success of Peregrine Falcons in San Francisco was 1.5 per nest and has been exceeded at 1.6 young fledged per nest.”

It appears that several weeks after fledging, urban Peregrine Falcons recognize glass as a barrier. In the first few weeks when the young are learning to fly they are most at risk for a collision. In other habitats, falcons face predators like eagles, owls, and when on the ground by bobcats, and coyotes. Like other birds, Peregrine Falcons see in the ultra violet (UV) range.

The architects and designers of the downtown environment did not consider bird building collision as a potential risk. In the future when buildings are being designed and upgraded, the latest information and options should be considered.

- Noreen Weeden, *Golden Gate Audubon Society*



Photo by Glenn Nevill

A native San Franciscan juvenile Peregrine Falcon (deceased offspring of “Dapper Dan” and “Diamond Lil”) perched on sill near reflective glass. All three fledged young from that year (2009) died as a result of building collisions. Two more fledglings died from collisions in 2011.

LESSONS FROM MAJOR CITIES

Academic researchers and bird-rescue organizations in Chicago, Toronto, and New York City have documented thousands of structure collisions and come to some interesting conclusions.

Perhaps the most established monitoring program of bird-building collisions in a dense city is NYC Audubon's Project Safe Flight in Manhattan. Project Safe Flight documented over 5,400 collisions between 1997-2008. A recent study (*Gelb, Delacretaz 2009*) analyzed this data to determine the critical contributing factors for the structures with the largest number of bird fatalities.

- The study looked at the 10 most deadly collision sites and found the combination of open space, vegetation, and large windows (greater than 1 meter x 2 meter) to be more predictive of death than building height.
- The frequency of collisions is highest along façades that have lush exterior vegetation and either reflective or transparent windows.
- The majority of the collisions occurred during the daytime and involved migrant species.
- High-rise buildings and night lighting presented less risk than windows adjacent to open spaces one hectare or greater in size.
- The majority of collisions are likely due to high-collision sites that feature glass opposite exterior vegetation.
- Urban mortalities may be higher than previously thought. Non-urban studies estimated that high-collision sites would have about 30 collisions per year. At the Manhattan collision sites examined in this study, well over 100 collisions were recorded per year.

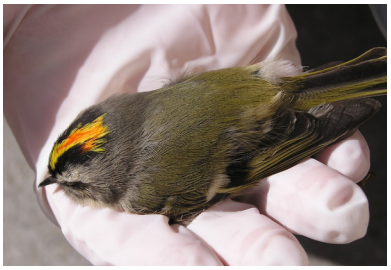
The most dangerous building in this study was not a high-rise, but instead was a 6-story office building adjacent to densely vegetated open space.

Studies in Toronto and other eastern and Great Lakes cities have documented tens of thousands of bird fatalities attributable to building collisions. A 10-year study of bird-building collisions in downtown Toronto found over 21,000 dead and injured birds in the city's downtown core. A 25-year study by researchers from Chicago's Field Museum of Natural History documented a particularly problematic building in Chicago (McCormick Place Convention Center) with over 30,000 dead birds of 141 species. The lights at the McCormick Palace were left on at night until 2000. Anecdotal reports for this building cited an 80% decrease in the number of birds killed, by simply turning out building lights (*Kousky 2004*).

Other researchers have agreed that lights can cause a significant problem, but that turning off lights isn't the only answer *(Shephard, Klem 2011)*. As shown in the Manhattan study of ten buildings, daytime collisions were higher and occurred in areas with vegetation opposite glass. Toronto's approach to tackle this dual issue was to provide mandatory construction standards for daytime, while continuing to increase participation in their Lights Out program at night.



Photos courtesy NY Audubon



ABOVE: The windows of Morgan Mail Building in Manhattan are adjacent to green landscaped open spaces, making it the most dangerous for birds in a recent study.

RIGHT: Morgan Mail Building causality.

Spotlight on San Francisco's Migrant Birds

Bird collisions with buildings occur year-round, but peak during the migration period in spring and especially in fall when millions of birds travel between breeding and wintering grounds. Migration is a complex phenomenon, and different species face different levels of hazards, depending on their migration strategy, immediate weather conditions, availability of food, and anthropogenic obstacles encountered en route.



Photo by Noreen Weeden

Nocturnal migrants: Many songbirds migrate at night, possibly to take advantage of cooler temperatures and less turbulent air, and because they need daylight to hunt insects for food. Generally, these birds migrate individually, not in flocks, flying spread out across most of their range. Migrants depart shortly after sundown. The number of birds in flight peaks before midnight, then drops. Songbirds may fly as many as 200 miles in a night, then stop to rest and feed for one to three days, but these patterns are strongly impacted by weather, especially wind and temperature. Birds may delay departure, waiting for good weather. They generally fly at an altitude of about 2,000 feet, but may descend or curtail flight altogether if they encounter a cold front, rain, or fog. There can be a thousand-fold difference in the number of birds aloft from one night to the next. Concentrations of birds may develop in 'staging areas' where birds prepare to cross large barriers such as the Great Lakes or Gulf of Mexico.



Photo by Eddie Bartley

Diurnal migrants: Daytime migrants include raptors, which take advantage of air currents to reduce the energy needed for flight. Other diurnal migrants, including shorebirds and water-birds, often fly in flocks and their stopover sites are less dispersed because of their dependence on bodies of water. This means that daytime migration routes often follow land forms such as rivers and mountain ranges, and birds tend to be concentrated along these routes or 'flyways'. Not all songbirds migrate at night—species such as robins, larks, kingbirds and others migrate during the day. Birds' daytime flight altitudes are generally lower than their nighttime counterparts.

Millions of birds, especially songbirds, are thus at risk, as they ascend and descend, flying through or stopping at or near populated areas. As city buildings grow in height, they become unseen obstacles by night and pose confusing reflections by day. Nocturnal migrants, after landing, make short, low flights near dawn, searching for feeding areas and running a gauntlet of glass in almost every habitat: in cities, suburbs and, increasingly, exurbs. When weather conditions cause night flyers to descend into the range of lighted structures, huge kills can occur around tall buildings. Urban sprawl is creating large areas lit all night that may be causing less obvious, more dispersed bird mortality.

- Christine Sheppard, *American Bird Conservancy*

THE IMPORTANCE OF MACRO-LOCATION (ON MIGRATION PATH) VS. MICRO-LOCATION (WITHIN A PARK-LIKE SETTING) AS A RISK FACTOR

A study of collisions at suburban office parks in Virginia found a large mortality rate for migrant birds even though the office parks were not on a migratory route—suggesting that the combination of mirrored windows and vegetation was more of a collision risk to visiting birds (*O'Connell 2001*). This study also suggests that the location of the building relative to the flyway may be less important than other risk factors such as building design and siting relative to plantings and open space.

Photos by Eddie Bartley

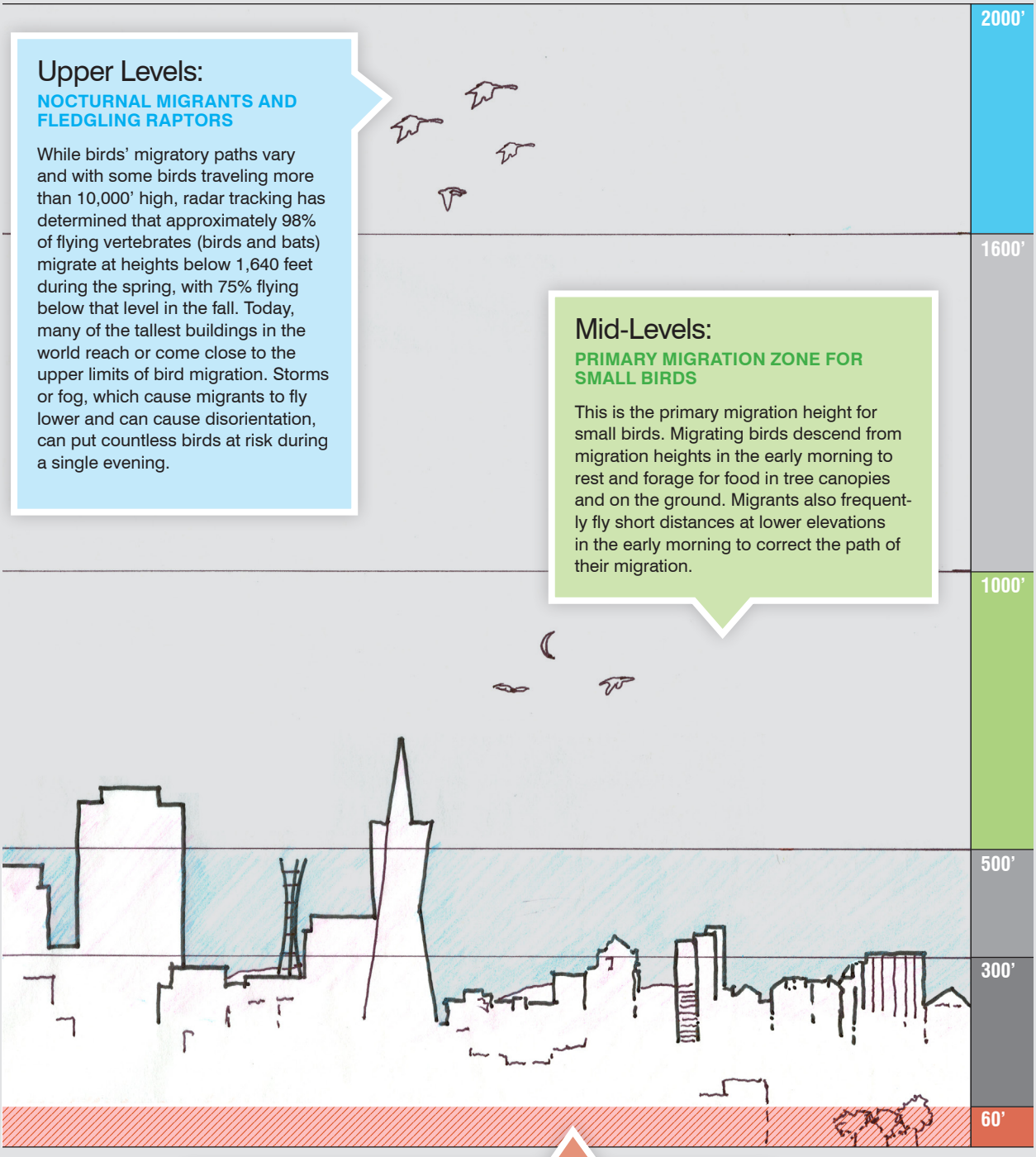




By flying at night, migrants like the Orange-Crowned Warbler (NEAR RIGHT) and Western Tanager (ABOVE LEFT) minimize predation, and avoid overheating that could result from the energy expended to fly such long distances. This also enables them to feed during the day and refuel for the night.

Daytime migrants like this Cooper's Hawk (FAR RIGHT) and the Sharp-shinned Hawk (ABOVE RIGHT) depend on the heating earth for added lift. Riding rising air currents called thermals, these birds take advantage of this lift to rise to the top of one thermal, set their wings in the direction they want to travel and then coast to the next thermal.

Spotlight on Building Height and Bird Migration



Upper Levels:

NOCTURNAL MIGRANTS AND FLEDGLING RAPTORS

While birds' migratory paths vary and with some birds traveling more than 10,000' high, radar tracking has determined that approximately 98% of flying vertebrates (birds and bats) migrate at heights below 1,640 feet during the spring, with 75% flying below that level in the fall. Today, many of the tallest buildings in the world reach or come close to the upper limits of bird migration. Storms or fog, which cause migrants to fly lower and can cause disorientation, can put countless birds at risk during a single evening.

Mid-Levels:

PRIMARY MIGRATION ZONE FOR SMALL BIRDS

This is the primary migration height for small birds. Migrating birds descend from migration heights in the early morning to rest and forage for food in tree canopies and on the ground. Migrants also frequently fly short distances at lower elevations in the early morning to correct the path of their migration.

Bird Building Collision Zone:

INCREASED COLLISIONS FOR LOCAL BIRDS AND MIGRANTS SEARCHING FOR FOOD AND SHELTER

The most hazardous areas of all buildings, especially during the day and regardless of overall height, are the ground level and bottom few stories. Here, birds are most likely to fly into glazed façades that reflect surrounding vegetation, sky, and other attractive features.

II. Bird-Safe Treatments

A Survey of Treatments from Easy to Innovative

Effective bird-safe building treatments exist and have been employed on buildings of significant architectural stature. San Francisco has a local example of such treatments that has been recognized nationally. The new Federal Building is cited as an example of bird-safe building design in United States Representative Mike Quigley's (D-IL) pending bill,"Federal Bird-Safe Buildings Act of 2011" (*House Bill No. 1643*). This bill, if adopted, would require federal buildings to incorporate bird-safe design principals.

Bird-safe design options are limited only by the imagination. Safe buildings may have large expanses of glass but use screens, latticework, grilles and other devices, both functional and decorative, outside the glass or integrated into the glass. There are treatments for existing glass that will reduce mortality to zero. These treatments do provide a view from inside, though often presenting a level of opacity from the outside, a factor that can deter application of these solutions. Glass treatments that can eliminate or greatly reduce bird mortality, while only minimally obscuring the glass itself, are therefore highly desirable and encourage more 'bird-friendly' design.

RIGHT: The south façade sports perforated steel panels that filter sunlight and serve as thermal buffers but also may convince birds that the structure is solid.

BOTTOM: San Francisco's Federal Building's north façade boasts floor-to-ceiling glass buffered behind a grid of metal catwalks and opaque glass fins.

Photos by Kurt Rodgers, SF Chronicle
http://www.sfgate.com/cgi-bin/article.cgi?f=/c/a/2007/02/25/MNG2DOATDN1.DTL





GLASS AND FAÇADE TREATMENTS

Reduction of bird strikes with new buildings can be achieved with simple and cost-effective means. Creating a visual signal, or "visual noise barrier," that alerts the birds to the presence of glass objects can be achieved with relatively little additional cost. Fritting, the placement of ceramic lines or dots on glass, is one method of creating a visual noise barrier. People inside the building see through the pattern, which has little effect on the human-perceived transparency of the window. Fritting can also reduce air conditioning loads by lowering heat gain, while still allowing enough light transmission for day-lighting interior spaces. There is now a commercially available insulated glass with ultra-violet patterns that are designed to deter birds while largely being imperceptible to humans.

FRITTED AND FROSTED GLASS

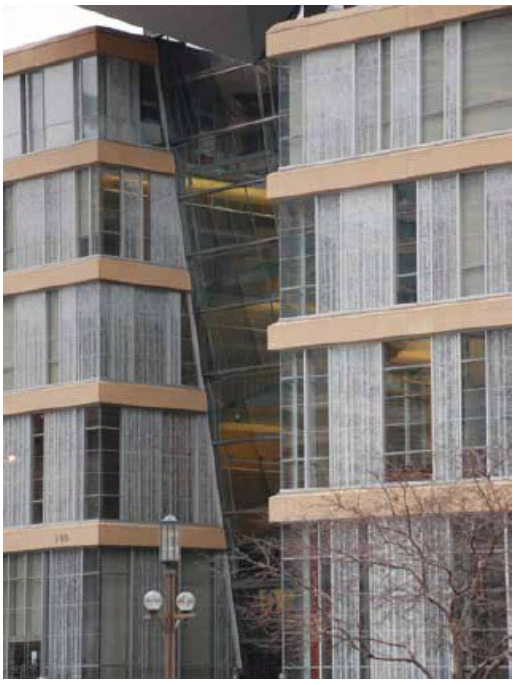
Ceramic dots, or frits, are applied between layers of insulated glass to reduce transmission of light. These can be applied in different colors and patterns and can commonly be seen on commercial buildings. At Swarthmore College, external, densely fritted glass was incorporated into the design of the Unified Science Center. Virtually no strikes have been reported at either site. Fritting is a commonly-used and inexpensive solution that is most successful when the frits are applied on the outside surface.

ANGLED GLASS

While angled glass may be a useful strategy for smaller panes, it is generally not effective for large buildings. Birds approach glass from many angles, and can see glass from many perspectives. Generally, the desired angle for effective treatment is 20-40 degrees. These angles are difficult to maintain for large buildings, however, this strategy may work in low-scaled buildings with a limited amount of glass (*Ogden 1996 and references therein; and Klem et al. 2004*).



Minnesota Bird-Safe Building Guidelines



Minnesota Bird-Safe Building Guidelines

LEFT: Swarthmore College uses fritting on a large expanse of glass facing an open space.

RIGHT: The Minnesota Central Library's atrium features angled glass, a dramatic architectural feature that reduces reflections of habitat and sky from most angles. The likelihood of fatal collisions at this angle is lessened.

ULTRA-VIOLET GLASS

The Bronx Zoo uses glass that reflects UV light—primarily visible to birds, but not to people (*Klem 2009*). This glass may be about 50% more expensive than typical glass but is comparable to energy-efficient glass (*Eisenberg 2010*).

TOP RIGHT: The Bronx Zoo from the NYTimes.



http://www.nytimes.com/2010/08/29/business/29novel.html?ref=anne_eisenberg

FILM AND ART TREATMENT OF GLASS

Windows may be used as canvases to express building use through film and art. In certain instances, windows made bird-safe through an application of art may receive funding through San Francisco's One Percent for Public Art Program.

SECOND RIGHT: IIT Student Center, Chicago.

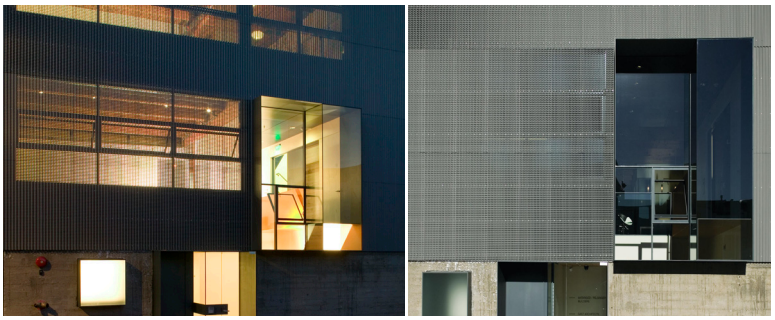


NY Bird-Safe Design Guidelines

EXTERNAL SCREENS

External screens are both inexpensive and effective. Screens can be added to individual windows for small-scale projects or can become a façade element of larger developments. This time-tested approach precludes collisions without completely obscuring vision. Before non-operable windows, screens were more prevalent. At the other end of the spectrum are solutions that wrap entire structures with lightweight netting or screens. To be effective, the netting must be several inches in front of the window, so birds don't hit the glass after hitting the net.

THIRD RIGHT: The Matarozzi/Pelsinger Building in San Francisco is a LEED Gold building designed by Aidlin-Darling. It has screens over the majority of its façade that protect birds from impact and allow views out for users of the building (left nighttime/right daytime)

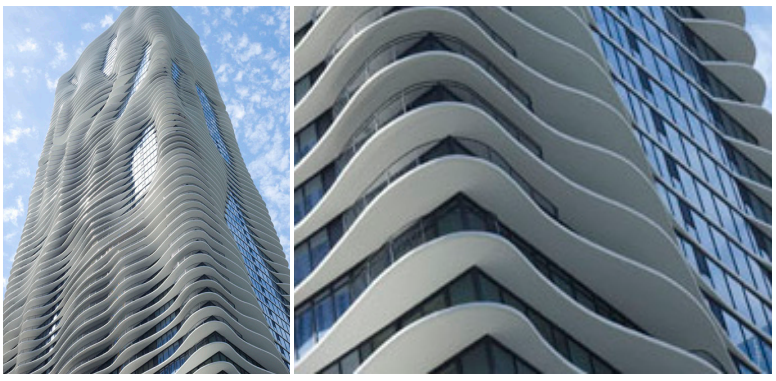


Minnesota Bird-Safe Building Guidelines

ARCHITECTURAL FEATURES

Overhangs, louvers, and awnings can block the view of the glass from birds located above the feature but do not eliminate reflections. This approach should be combined with window treatments to achieve results.

BOTTOM RIGHT: The award winning Aqua Tower, Chicago, uses overhangs and other features that provide bird-safe design as well as energy efficiency.



Steve Hall/Studio Gang

NETTING

Netting has proven to be a versatile and effective option for bird-safe window treatment. Netting is stretched several inches over windows or entry ways to prevent birds from hitting the glass. Specifically designed netting is almost completely invisible and does not require invasive installation techniques. It can be used for new buildings, retrofits to existing buildings, replacement glass façades, and for preserving original features of historic buildings.

During the spring and fall migrations, agency staff at the FBI building in Chicago discovered at least 10 birds a day crashing into windows outside of their first floor, plant filled indoor atrium. Seasonal netting was installed and bird collision monitors noted a substantial reduction in bird strikes, without compromising the look of the building or the ability to see into or out of the lobby (*DeVore 2011*).

Netting has also been used successfully to treat historic buildings, where it's critical to maintain the original character of the building. Prestigious historic preservation awards have been earned for netting work on famous buildings such as the American Museum of Natural History and the US Department of Justice. Other historically significant structures with netting include New York Metropolitan Opera, Independence Hall, and even Alcatraz Prison.



Heather Charles, Chicago Tribune

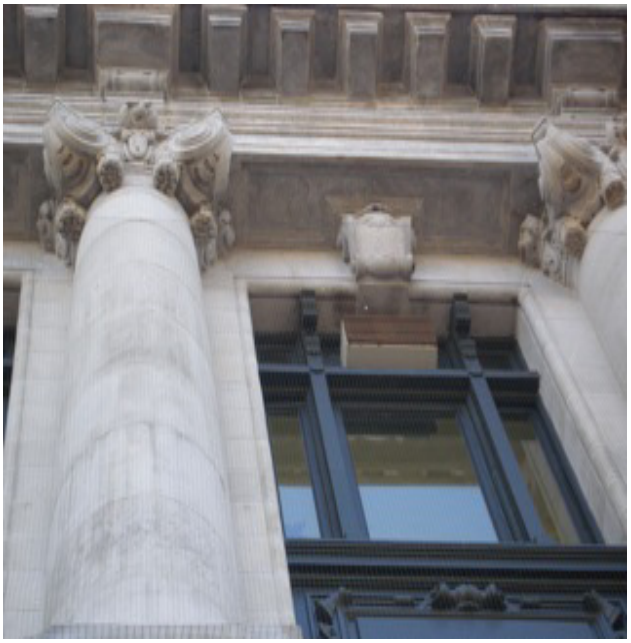


Photo Courtesy of Birdmasters, Inc.

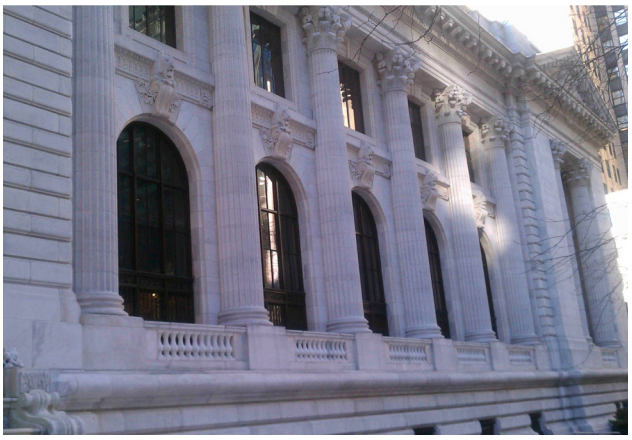


Photo Courtesy of Birdmasters, Inc.

TOP RIGHT: Special agent Julia Meredith discovered so many dead and injured birds on the ground outside the Chicago offices of the FBI that she lobbied to have special bird-friendly netting installed on the building's first floor windows. She estimates that the nets have reduced the number of birds crashing into the windows by 90 percent.

CENTER RIGHT: A close-up view of the New York Public Library barely shows the marble toned and clear netting over the building.

BOTTOM RIGHT: The netting placed over the windows at the New York Public Library is virtually invisible and helps prevent both bird strikes and building deterioration from pest species.

WIND GENERATORS

San Francisco has a policy to encourage the installation of on-site, renewable energy systems, such as small wind generators. Currently, there are two general types of wind generators available. One uses scoops or blades to spin on a vertical axis, shown at far left below. It is probable that birds would perceive this type as a solid barrier even when it's rotating.

The second design uses a propeller-like rotor to spin on a horizontal axis. This is a small-scale version of the most common generator used on large-scale wind farms throughout the world.

While it is unreasonable to believe that these small urban systems would cause the annihilation of birds such as the well-known disaster at Altamont, California (see discussion on adjacent page) a certain amount of caution is prudent in the absence of established scientific research. The Planning Department has exercised that caution by allowing a more widespread installation of vertical axis machines, and limiting locations of horizontal axis, open-bladed generators to areas that would seem to be less densely populated by birds, especially migrants and juveniles.

The only clear way at present to learn whether small urban wind generators will harm birds is to allow the installation of a few, and to monitor the interactions with animals, if any. For this reason, all approvals for wind generators have conditions that require monitoring and reporting of bird and bat strikes. These reporting protocols are in accord with recommendations made by the Mayor's Task Force on Urban Wind.

As of June 2011, none of the approved windmills have submitted monitoring information to the Planning Department.



LEFT: Horizontal axis and vertical access wind generators that do not present a solid appearance are discouraged, especially adjacent to water or open space larger than 2 acres.





ABOVE: Vertical axis wind generators may vary in appearance. Blades that present a solid appearance (such as the left image) are encouraged.



Golden Eagle photo by Eddie Bartley.

Spotlight on the Altamont Windmills

Golden Eagles, named for the golden feathering at the nape of their necks, are majestic raptors that can be found throughout most of California and much of the northern hemisphere. California protects these magnificent raptors as both a species of special concern and a fully protected species, making it illegal to harm or kill them. Golden Eagles are protected under the Bald and Golden Eagle Protection Act. Golden Eagle are also protected under the Federal Migratory Bird Treaty Act, which forbids the killing (even unintentional killing) of any migratory bird.

Golden Eagles typically prefer open terrain, such as the rolling hills of eastern Alameda County. The open grasslands, scattered oaks, and bountiful prey make this area ideal habitat for Golden Eagles. Today, it supports the highest-known density of Golden Eagle nesting territories in the world.

Conservation Issues

Every year, an estimated 75 to 110 Golden Eagles are killed by the wind turbines in the Altamont Pass Wind Resource Area (APWRA). Some lose their wings, others are decapitated, and still others are cut in half. The lethal turbines have been reduced from 6,000 to less than 5,000 which are still arrayed across 50,000 acres of rolling hills in northeastern Alameda and southeastern Contra Costa counties. The APWRA, built in the 1980s, was one of the first wind energy sites in the U.S. At the time, no one knew how deadly the turbines could be for birds. Few would now deny, however, that Altamont Pass is probably the worst site ever chosen for a wind energy project. According to a 2004 California Energy Commission (CEC) report, as many as 380 Burrowing Owls (also a state-designated species of special concern), 300 Red-tailed Hawks, and 333 American Kestrels are killed every year. The most recent study by Dr. Shawn Smallwood, a member of the Altamont Scientific Review Committee estimates that approximately 7,600-9,300 birds are killed here each year. (*Smallwood 2010*)



In 2004, Golden Gate Audubon joined four other Bay Area Audubon chapters (Marin Audubon, Santa Clara Valley Audubon, Mt. Diablo Audubon, and Ohlone Audubon) and Center for Biological Diversity and Californians for Renewable Energy (CARE) in challenging the renewal permits for this facility. The Audubon/CARE CEQA lawsuit settled, with terms requiring the wind companies to reduce avian mortality by 50% within three years and to complete a comprehensive conservation plan to govern operations in the Altamont.

Reducing the kill entirely may not be possible as long as the wind turbines continue to operate at Altamont. However, significant progress can be made. The CEC estimates that wind operators could reduce bird deaths by as much as 50 percent within three years–the goal stated in the settlement agreement–and by up to 85 percent within six years–all without reducing energy output significantly at APWRA. These reductions could be achieved by removing turbines that are the most deadly to birds and shutting down the turbines during four winter months when winds are the least productive for wind energy, combined with some additional measures. Anecdotal data indicate there may not be a substantial improvement for Golden Eagles and there may actually be much higher mortality for bats.

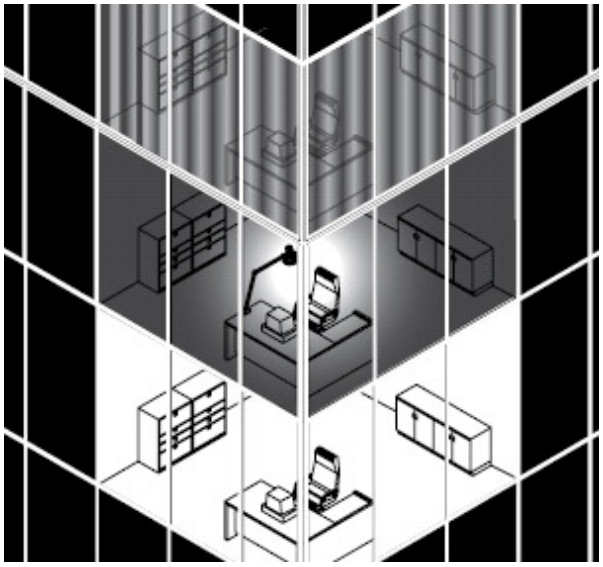
Golden Gate Audubon is working with Alameda County to ensure that the permits granted to the wind industry achieve reductions in bird mortality, in addition to other requirements that will help address the unacceptable bird kills at Altamont Pass over the long term. Pursuit of clean energy technology, when done correctly, can help reduce the risk of global warming and its impacts on wildlife.

Written by the Golden Gate Audubon Society.

LIGHTING TREATMENTS

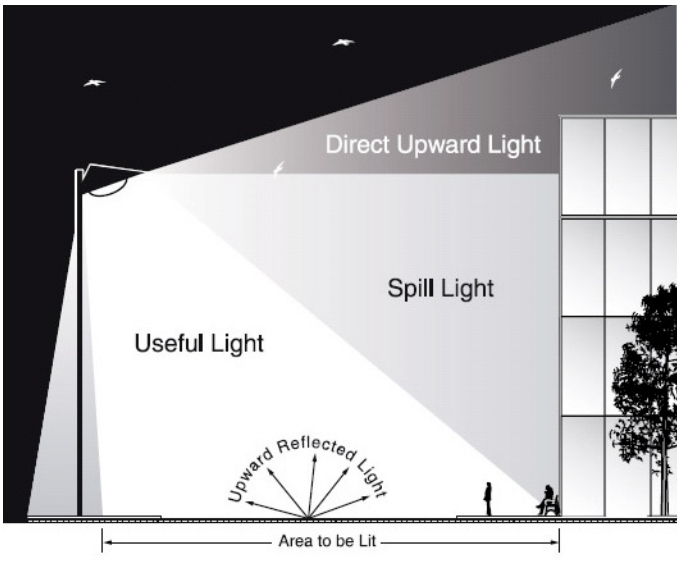
While the ultimate cause of collisions are invisible surfaces, light pollution can increase risk. Night migrants depend on starlight for navigation, and brightly-lit buildings can draw them off course. Once within the aura of bright lights, they can become disoriented, and may collide with buildings, or may fly in circles around the light source, until they drop to the ground from exhaustion, having expended their limited energy reserves needed to complete their migration. Architects and building owners should collaborate to address the two key lighting issues: design and operation.

Eliminating unnecessary lighting is one of the easiest ways to reduce bird collisions, with the added advantage of saving energy and expense. As much as possible, lights should be controlled by motion sensors. Building operations can be managed to eliminate or reduce night lighting from activities near windows. Minimize perimeter and vanity lighting and consider filters or special bulbs to reduce red wavelengths where lighting is necessary. Strobe lighting is preferable to steady burning lights. Exterior light fixtures should be designed to minimize light escaping upwards. Motion detectors are thought to provide better security than steady burning lights, because lights turning on provide a signal, and because steady lights create predictable shadows.



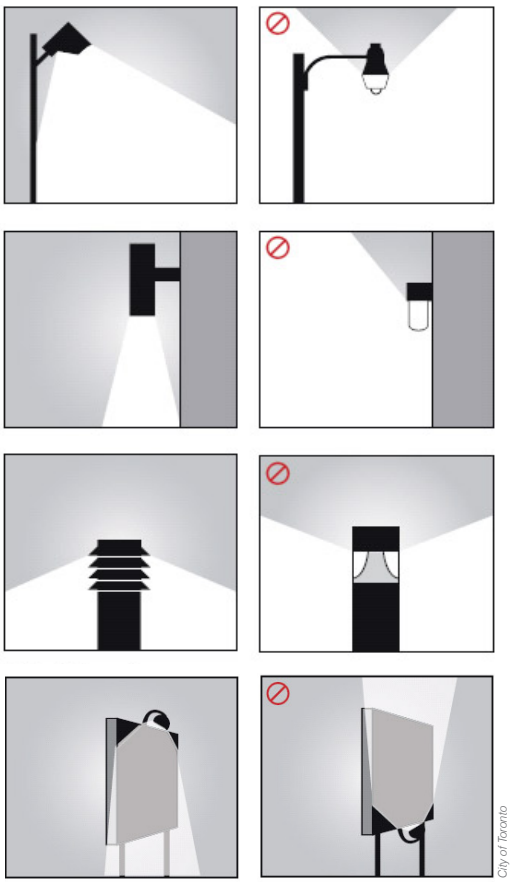
Minnesota Bird-Safe Building Guidelines

REDUCE: UNNECESSARY INTERIOR LIGHT



Minnesota Bird-Safe Building Guidelines

REDUCE: UNNECESSARY EXTERIOR LIGHT



City of Toronto

PREFERRED DISCOURAGED



The Tribute of Lights / Copyright (c) 2010 John de Guzman: http://johndeguzman.com

LIGHTING DESIGN

The built environment should be designed to minimize light pollution including: light trespass, over-illumination, glare, light clutter, and skyglow while using bird-friendly lighting colors when possible (*Poot et al. 2008*).

- → **Avoid uplighting**
- → **Avoid light spillage**
- → **Use green and blue lights when possible**

LIGHTING OPERATIONS

Unneeded interior and exterior lighting should be turned off from dusk to dawn during migrations: February 15 through May 31 and August 15 through November 30. Rooms where interior lighting is used at night should have window coverings that adequately block light transmission, and motion sensors or controls to extinguish lights in unoccupied spaces. Event searchlights are strongly discouraged during these times.

Several cities, including San Francisco, have launched citywide efforts to reduce unneeded lighting during migration. In addition to saving birds, these “Lights Out” programs save a considerable amount of energy and reduce pollution by reducing carbon dioxide emissions. The savings for a building can be significant. One participating municipal building in the Toronto Lights Out program reported annual energy reductions worth more than $200,000 in 2006.

Lights Out requires that building owners, managers, and tenants work together to ensure that all unnecessary lighting is turned off during Lights Out dates and times (during spring and fall migration February 15th through May 31st and August 15th through November 30th). Best practices for lighting include turning off unnecessary lights after dusk and leaving the lights off until dawn. If inside lights are needed, window coverings such as blinds or drapes should be closed.

LEFT: The white streaks are the time-exposed paths of birds attracted to, dazed by, and circling within the columns of light. Many succumbed to exhaustion and perished without completing their migration. Lights Out policies do not allow the use of searchlights during the Spring and Autumn migration periods for this reason.

III. Bird-Safe Requirements and Guidelines Across North America

When discussing human-caused threats to birds, the US Fish and Wildlife Service reports "that the incidental, accidental or unintentional take of migratory birds is not permitted by the Service and is a criminal violation of the Migratory Bird Treaty Act" but that the Service first attempts to work with industries and individuals who unintentionally cause bird death before pursuing criminal prosecution (*US Fish and Wildlife Service 2002*).

Several major cities are addressing the issue through local legislation.

- **Chicago:** In July of 2008, Cook County, Illinois, which includes Chicago, passed an ordinance requiring that all new buildings and major renovations incorporate design elements to reduce the likelihood of bird collisions. This ordinance established Chicago as the first major jurisdiction with a requirement for bird-safe elements. Other nearby local jurisdictions, such as Highland Park, are also following suit with new bird-safe architecture requirements.

- **Toronto:** This effort has evolved from voluntary ratings and incentive program to bird-friendly construction guidelines that became mandatory at the beginning of 2010. The bird-friendly guidelines were integrated into Toronto's local Green Development Standard, required for nearly all new construction. In addition, the City of Toronto offers an acknowledgement program that offers incentives to developers and building owners and managers who implement the Bird-Friendly Development Guidelines. Once a development has been verified by City staff as "bird-friendly", the City provides the owner with an original print by a local artist and the building may be marketed as "bird-friendly." A bird-friendly designation could give these buildings a competitive advantage by identifying these features to an increasingly environmentally concerned and aware marketplace. Toronto also has had great success with their Lights Out program which has been in effect since 2006. (See images on page 36.)

- **Minnesota:** As of 2009, the State of Minnesota requires that all state owned and leased buildings turn off their lights at night during migration. As of June, 2011, bird-safe building criteria are being developed for incorporation into the State of Minnesota Sustainable Building Guidelines.

- **Michigan:** Since 2006, the governor of Michigan has issued an annual proclamation, declaring "Safe Passage" dates during spring and fall migration, when buildings managers are asked to turn off lights at night.

- **Nationally:** In April 2011, Congressman Mike Quigley introduced a bill (*H.R. 1643*) into the U.S. Congress that, if passed, would mandate bird-friendly construction practices for federal buildings.



NY Bird-Safe Building Guidelines

IV. San Francisco's Bird-Safe Requirements

It is clear from studies done throughout the U.S. and Canada that certain building and landscape configurations can be especially dangerous to birds. These sites present heightened risks for collisions and necessitate requirements, which are included in Section 139 of the Planning Code, Standards for Bird-Safe Buildings.



NY Bird-Safe Building Guidelines

The following bird-safe measures apply in San Francisco.

Structure and/or siting characteristics that present the greatest risk to birds are called "bird-hazards" and include:

1 Location-related hazards

2 Building feature-related hazards

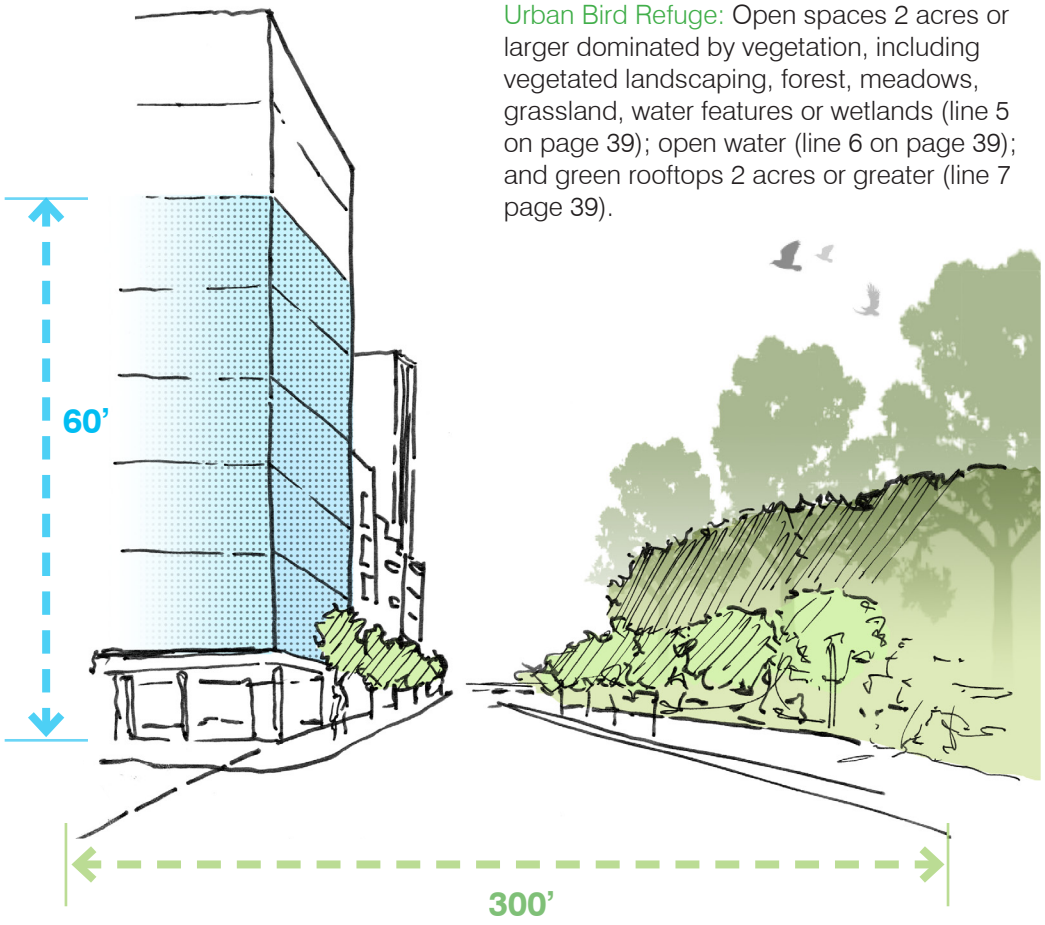
1 Requirements for Location-Related Hazards

What is a “location-related” hazard?

Location-Related Hazard: Buildings located inside of, or within a clear flight path of less than 300 feet from an Urban Bird Refuge (defined below) require treatment when:

- New buildings are constructed;
- Additions are made to existing buildings (Note: only the new construction will require treatment); or
- Existing buildings replace 50% or more of the glazing within the “bird collision zone” on the façade(s) facing the Urban Bird Refuge.

Bird Collision Zone: The portion of buildings most likely to sustain bird strikes. This area begins at grade and extends upwards for 60 feet. This zone also applies to glass façades directly adjacent to large landscaped roofs (two acres or larger) and extending upward 60 feet from the level of the subject roof.



Urban Bird Refuge: Open spaces 2 acres or larger dominated by vegetation, including vegetated landscaping, forest, meadows, grassland, water features or wetlands (line 5 on page 39); open water (line 6 on page 39); and green rooftops 2 acres or greater (line 7 page 39).

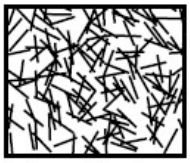
What requirements apply to a “location-related” hazard?

Treatment of Location-Related Hazards. Buildings located inside of or within a clear flight path from an Urban Bird Refuge shall implement the following applicable treatments for façades facing an Urban Bird Refuge.

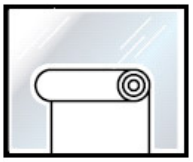
- Façade Treatments: Bird-Safe Glazing Treatment is required such that the Bird Collision Zone consists of no more than 10% untreated glazing. Building owners are encouraged to concentrate permitted transparent glazing on the ground floor and lobby entrances to enhance visual interest for pedestrians.
- Lighting Design: Minimal lighting shall be used. Lighting shall be shielded. No uplighting shall be used. No event searchlights should be permitted for the property.
- Wind Generators: Sites should avoid horizontal access windmills or vertical access wind generators that do not appear solid.*



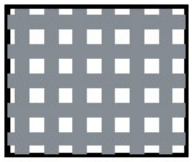
ABOVE: The California Academy of Sciences uses external screens 24 hours per day during spring and fall migration to reduce bird/building collisions.



Solution: Visual Noise



Solution: Use of plastic films, diachroic coatings and tints on facade



Solution: Screen / scrim / fritting

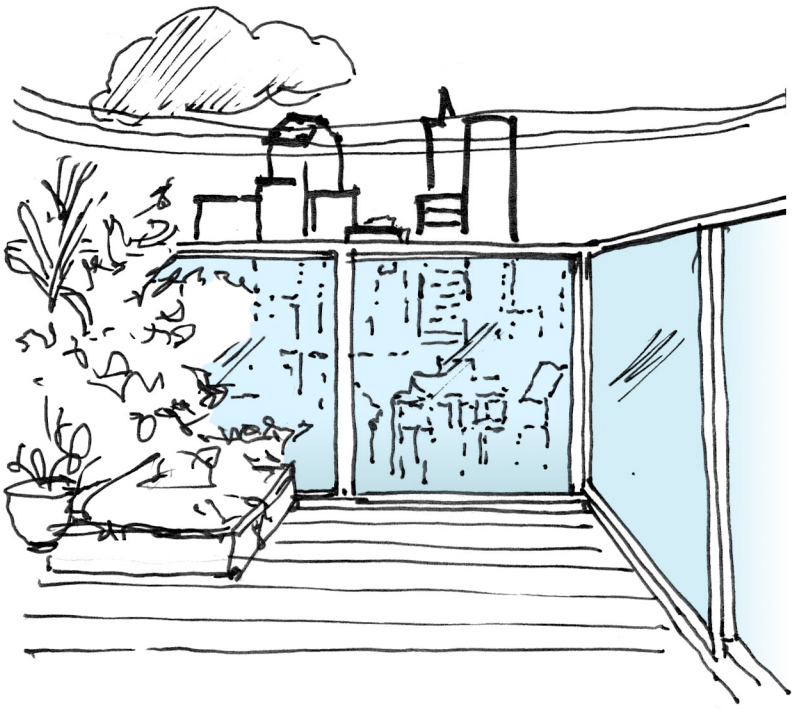
* The Planning Commission adopted a policy that would prohibit nonsolid or horizontal-axis wind generators via Resolution No. 18383. However, Ordinance No. 199-11, as adopted by the Board of Supervisors, does not expressly prohibit specific types of wind generators. Instead, the Planning Code requires that proposals for wind generation undergo individual project review to evaluate their specific risk to birds.

2 Requirements for Feature-Related Hazards

What is a “feature-related” hazard?

Building Feature-Related Hazard: Certain potential bird traps are hazardous enough to necessitate treatment, regardless of building location. A building-specific hazard is a feature that creates hazards for birds in flight unrelated to the location of the building. Building feature-related hazards include free- standing clear glass walls, skywalks, greenhouses on rooftops, and balconies that have unbroken glazed segments 24 square feet and larger in size. (See citywide bird-safe checklist, lines 19-22 on page 39). These features require treatment when:

- New buildings are constructed;
- Additions are made to existing buildings (Note: only the new construction will require treatment).



LEFT: These windows are an example of a feature-related hazard.

What requirements apply to a “featured-related” hazard?

Treatment of Feature-Related Hazards - Regardless of whether the site is located inside or adjacent to an Urban Bird Refuge, 100% of building feature-related hazards shall be treated.



Image courtesy of Lightsoutindy.org

LEFT: A transparent glass skywalk poses a “feature-related” hazard.

LEFT: This skywalk was intentionally treated with fritting by the Indiana Museum to avoid creating a “feature-related” hazard.



RIGHT: The fritting maintains transparency for pedestrians.



Images courtesy of Lightsoutindy.org

The Details: Exceptions and Specifications

Exceptions: Certain exceptions apply to the afore-mentioned controls.

1) Treatment of Historic Buildings. Treatment of replacement glass façades for structures designated as City landmarks or within landmark districts pursuant to Article 10 of the Planning Code, or any building Category I-IV or Category V within a Conservation District pursuant to Article 11 of the Planning Code, shall conform to Secretary of Interior Standards for Rehabilitation of Historic Properties. Reversible treatment methods such as netting, glass films, grates, and screens are recommended. Netting or any other method demonstrated to protect historic buildings from pest species that meets the Specifications for Bird-Safe Glazing Treatment stated above may also be used to fulfill the requirement.

2) Exceptions for Treatment of Location-Related Hazards for Residential Buildings within R-Zoned Districts.

→ *Limited Glass Façade:* Residential buildings less than 45 feet in height within R-Districts that have an exposed façade comprised of less than 50% glass are exempt from new or replacement glazing treatments, but must comply with feature-related and wind generation requirements below.

→ *Substantial Glass Façade:* Residential buildings within R-Districts that are less than 45 feet in height but have a façade with a surface area of more than 50% glass, must provide glazing treatments for location-related hazards such that 95% of all large, unbroken glazed segments that are 24 square feet and larger in size are treated.

3) Other Waivers or Modifications by the Zoning Administrator. The Zoning Administrator may either waive requirements for Location-Related Hazards or Feature-Related Hazards or modify the requirements to allow equivalent Bird-Safe Glazing Treatments based upon the recommendation of a qualified biologist.



Photo courtesy NY Audubon

A New York volunteer examining a window casualty.

Glazing Treatment Specifications: Bird-safe glazing treatment may include fritting, netting, permanent stencils, frosted glass, exterior screens, physical grids placed on the exterior of glazing or UV patterns visible to birds. To qualify as Bird-Safe Glazing Treatment, vertical elements of the window patterns should be at least 1/4 inch wide at a maximum spacing of 4 inches, or have horizontal elements at least 1/8 inch wide at a maximum spacing of 2 inches (*Klem 2009.*)

V. Recommended Actions and Bird-Safe Stewardship

Public Education and Outreach Partnerships

The Planning Department will partner with the Golden Gate Audubon Society to conduct outreach on bird-safe building practices. Staff will work collaboratively to increase awareness of bird/building issues, and disseminate educational materials on design and treatment options. A public education effort will proactively increase awareness of the issues and strive to make bird safety practices a part of the construction lexicon within this highly urbanized area. Developers, architects, planners, property owners, businesses, city residents and youth groups are encouraged to contact the Department about educational programs. Curriculum will include education about the standards for bird-safe buildings and exploring citizen involvement of monitoring bird/building collisions as well as general advocacy for bird conservation.



Photo courtesy Jessica Weinberg. http://www.jessicaweinberg.com/

Building Owner Bird-Safe Stewardship

Owners of new buildings and buildings proposing major renovations with a façade of greater than 50% glass are encouraged to evaluate their building against the Bird-Safe Building Checklist (pages 38-39) and provide future tenants with a copy of this document. Although requirements only apply to the most hazardous conditions, building owners and architects can become more aware of potential hazards and treatments. With the support of building owners who help educate future tenants, the people of San Francisco would become better educated about ways to enhance bird safety.

Building owners can help make their buildings safer by evaluating the risks of their buildings and retrofitting buildings with known hazards. Engaging in conservation measures outlined in this guide and granting access to collision monitoring groups help to address the issue and increase our understanding.

Encouraged Treatments

The following treatments are encouraged to enhance bird safety, in addition to meeting requirements:

- → Expanding treatment outside of the Bird Collision Zone: bird-safe treatments on building façades above the minimum height requirements.
- → Other window treatments: latticework, grilles and other devices, both functional and decorative, outside the glass or integrated into the glass spacing requirements;
- → Placement of trees or tall shrubs: should be located directly adjacent to glazing (with 3 feet) to slow birds down on approach, or placed far enough away to avoid reflecting canopies in the glazing.

Building Tenant Education

Some of the most effective treatments for making buildings bird-safe are those that require the cooperation of building owners and tenants. For this reason, the City should continue to use and should expand a “carrot”-based system to widely encourage participation in bird-safe efforts. San Francisco’s existing Lights Out for Birds Program seeks to educate residents and provide recognition of voluntary bird-safe measures. Since 2008, the City has urged building owners and managers to turn off unnecessary interior and exterior lights. Twenty-two of the City’s forty-four tallest buildings have been asked to participate.

To raise bird-awareness of building occupants, building owners may supply tenants with copies of this booklet. Building occupants can help make buildings bird-safe through the following good practices:

- → Interior plants should be moved so as not to be visible from the outside.
- → Consider limiting nighttime building use by combining motion operated light sensor with daytime cleaning services. This combination will reduce light pollution and increase energy conservation.
- → Where interior lighting is used at night, window coverings should be closed to block light transmission adequately.
- → Consider seasonal migration needs. Unneeded interior and exterior lighting should be turned off from dusk to dawn from February 15 through May 31 AND August 15 through November 30.



Photo by Robert Lewis

Greater Scaup



Photo by Robert Lewis

Western Sandpiper

Bird/Building Collision Monitoring

Project Safe Flight in Manhattan has collected and documented over 4,000 dead and injured birds since 1997. In 2009 the Chicago Bird Collision monitors recovered more than 6,000 dead or injured migratory birds from more than 100 different species. In Toronto, Fatal Light Awareness Program (FLAP) volunteers patrol Toronto's downtown core in the early morning hours rescuing live birds and collecting the dead ones since 1993. In the summer of 2010, the Oregon Zoo funded a six-week sunrise study of Portland's newest and tallest buildings where volunteers collected dead and injured birds. Audubon Minnesota has collected over 3000 birds of 110 species from monitoring efforts between 2007-2011.

Aside from regular collection of injured or dead migratory birds throughout the City by San Francisco Animal Care and Control staff and bird group volunteers, the only large bird/building monitoring program currently being conducted by the California Academy of Sciences, read more on page 14 (*Flannery 2011)*. Additional regular monitoring of the hazard in San Francisco is needed to help in the evaluation of local conditions and refinement of appropriate controls. Collaborations between building owners and bird-research groups should be encouraged to help increase our understanding of San Francisco's unique conditions. With the publication of this document, the City calls for more local research to help achieve the goal of better characterizing the problem on a local level, as well as for testing of new bird-safe technologies that could be utilized along with those that are already available.

CONTACT THE SAN FRANCISCO BIRD-STRIKE HOTLINE TO REPORT BIRD-STRIKES

Report injured birds found outside of buildings by emailing ***safebirds@goldengateaudubon.org*** or by calling **Golden Gate Audubon Society** at **(510) 843-6551** with the following information:

Date:

Time:

Address including cross streets:

Location details:

Species of bird, if known:

Male or female, if known:

Adult or juvenile bird, if known:

Condition of bird:

Did you see or hear the collision?
If so, please provide a description:

Weather:

Please email a photo of the bird and building, if possible. If the bird appears to be injured, call **San Francisco Animal Care and Control** at **(415) 554-9400** and record the date and time you called.



Photo by Eddie Bartley

A 2008 San Francisco pilot study discovered a Green Heron in the Downtown area. Further monitoring may reveal other unexpected neotropical migrants passing through the City's dense core.

Lights Out for Birds San Francisco

The Golden Gate Audubon Society, Pacific Gas and Electric Company and the San Francisco Department of the Environment administer "Lights Out for Birds – San Francisco." This voluntary program helps building owners, managers and tenants save energy and money while protecting migratory birds. Lights Out for Birds asks participants to turn off building lights during the bird migration (February through May and August though November each year).

"Participants in the Lights Out for Birds program can save natural resources, money, and birds by turning off lighting after dusk each evening and leaving lights off until dawn," said Mike Lynes, Conservation Director for Golden Gate Audubon. "Over 250 species of birds migrate through San Francisco in the spring and fall, and many that migrate at night can become confused by the City's lights and collide with tall buildings and towers. The Lights Out for Birds program can reduce bird deaths while cutting energy costs and saving participants thousands of dollars each year."

The North American Bird Conservation Initiative—a joint effort of federal agencies and nonprofit conservation organizations—released the "2009 State of the Birds" in which it reported that the majority of migratory birds in North America are suffering significant population declines due to human-induced causes, including habitat loss and collisions. In addition to window treatments to reduce daytime collisions, effective Lights Out programs can help stem these population declines.

Participants in the Lights Out for Birds program also gain significant financial benefits. Building operators and tenants have reported significant savings on energy bills as a result of participation—one business in Toronto reported a savings of $200,000 in 2006. In 2010 Mayor Gavin Newsom announced energy efficient retrofit funding for 2,000 small to mid-sized businesses and 500 homes. By installing timers or motion detectors and turning off unnecessary lights, building owners and operators can significantly reduce their energy bill. Reduced energy consumption decreases overall greenhouse gas emissions, which is essential in the effort to combat climate change.

San Francisco was one of the first cities to implement a Lights Out program in 2008. Now over 21 cities in the US and Canada have a Lights Out program. Conservationists hope that the program extends to every major city in North America, to save birds, energy and money.



Photos of 2008 Lights Out Toronto by Dick Hemingway via WWF-Canada.



Toronto's established Lights Out Program creates a dramatic change in the skyline appearance. As San Francisco's program spreads we should be able to see seasonal changes as our skyline lights up in non-migratory months and dims down during migration.

Building owners, managers and tenants interested in an energy evaluation and current rebates should contact the San Francisco Department of the Environment or a PG&E representative. For more information on how to participate in the program and to learn about local bird populations and how to help, contact the Golden Gate Audubon Society at (510) 843-6551.

PARTICIPANTS IN SAN FRANCISCO LIGHTS OUT FOR BIRDS

101 California Street
Allsteel Inc.
Barker Pacific Group, Inc.
New Resource Bank
Pacific Gas and Electric Company
San Francisco Department of the Environment
Tishman Speyer



ABOVE: Rescued thrush resting safely in the hand of a Chicago Bird Collision Monitor volunteer.

Photo: Willowbrook Wildlife Center
http://www.chicagoaudubon.org/imgcas/21-02/rescuedthrush.jpg)

Beyond Requirements: Voluntary Treatments and Acknowledgment

San Francisco building owners who implement Bird-Safe treatments are strongly encouraged to seek recognition under the City's new Bird-Safe Building Certification and Acknowledgement Program. Buildings which avoid creating hazards or implement bird-safe treatments as identified in this document would be acknowledged by the City and could be marketed as such. Three levels of certification will be offered:

Bird-Safe Building:
The building meets the minimum conditions for bird-safety. This level focuses on ensuring "bird-hazards" and "bird traps" are not created or are remedied with bird-safe treatments.

Select Bird-Safe Building:
The building meets all of the minimum requirements; commits to "lights out" practices during migratory seasons; reduces untreated glazing beyond the requirements; and commits to educating future building occupants.

Sterling Bird-Safe Building:
This is the highest level of Bird-Safe Building certification possible. The building meets all of the conditions of the other certification levels, plus the building reduces the amount of glass on the façade, avoids or treats additional hazards—beyond the requirements, and features year-round best management practices for lighting.

The program will be administered by the Planning Department. Buildings that qualify will be awarded plaques and public recognition through the City's website and outreach materials. To find out if your building qualifies for Bird-Safe Certification, fill out the attached Bird-Safe Building Checklist on pages 38-39 of this document and contact the Planning Department at (415) 558-6377.

VI. Bird-Safe Building Checklist

Use of this checklist: This checklist serves three purposes: 1) assessing risk factors and determining risks which must be addressed by the requirements; 2) increasing awareness of risk factors that are de minimis and don't require treatment; and 3) evaluating buildings for certification as a bird-safe building.

1 REQUIREMENTS FOR THE MOST HAZARDOUS CONDITIONS: The conditions that warrant special concern in San Francisco are designated by red-shaded boxes. These red boxes indicate prohibited building conditions or conditions which are only permitted if the glazing is installed with bird-safe glazing treatments. If the project combines a glass façade with a high-risk location ("location-related hazard", line 5-7), glazing treatments will be required for the façade(s) such that the amount of untreated glazing is reduced to less than 10% for the façade facing the landscaping, forest, meadow, grassland, wetland, or water. If a project creates a new bird-trap or "feature-related hazard" (lines 19-22) or remodels an existing feature-related hazard, bird-safe treatment will be required.

2 INCREASING AWARENESS: Owners of buildings with a façade of greater than 50% glass (lines 9 -10) are strongly encouraged to evaluate the building against the checklist and to help provide future tenants with copies of this guide. Use this checklist to evaluate design strategies for building new structures and retrofitting existing buildings throughout the City. This checklist summarizes conditions that could contribute to bird mortality and will help to identify the potential risks. Interested neighborhood groups and trade associations are encouraged to contact the Department for suggestions on how to proactively increase awareness of the issue and make bird safety practices a part of the construction lexicon.

3 VOLUNTARY RATINGS: Project sponsors interested in submitting a project for "Bird-Safe Certification" may use this form. The Department will partner with local artists to produce appropriate artwork and/or plaques to acknowledge those who actively seek to reduce bird collisions on their property. The ratings system will create tiers certification to recognize projects that meet minimum requirements as well as those projects that exceed the requirements.

RISK ASSESSMENT LEGEND:

Potential Risk Factors: These shade indicate factors that may present hazards to birds. Note: actual risks vary greatly depending upon building and site-specific variables.

GRAY: This shade indicates potential increased risk. NOTE: *The net assessment of total risk varies with the combination of building factors. While every building in San Francisco will present some element of risk to birds, only combinations with "red" boxes present a risk level necessitating bird-safe treatments.*

RED: This shade indicates prohibited conditions or conditions which are prohibited unless bird-safe treatment is applied.

CERTIFICATION LEGEND:

Bird-Safe Building Certification and Acknowledgement: Buildings which avoid creating hazards or which enhance bird safety with treatments identified as effective in this document would be acknowledged by the City and could be marketed as such. This document proposes three levels of certification by the City. Certification is determined by applying the checklist criteria.

By checking all of the boxes for one (or more) of these colors on the Bird-Safe Building Checklist (page 39), a building owner is eligible to apply to the Planning Department for Bird-Safe Building Certification.

YELLOW:
Bird-Safe Building
The building meets the minimum conditions for bird-safety. This level focuses on ensuring "bird-hazards" and "bird traps" are not created or are remedied with bird-safe treatments.

GREEN:
Select Bird-Safe Building
The building meets all of the minimum requirements; commits to "lights out" practices during migratory seasons; reduces untreated glazing beyond the requirements; and commits to educating future building occupants.

BLUE:
Sterling Bird-Safe Building
This is the highest level of Bird-Safe Building certification possible. The building meets all of the conditions of the other certification levels, plus the building reduces the amount of glass on the façade, avoids or treats additional hazards—beyond the requirements, and features year-round best management practices for lighting.

BIRD-SAFE BUILDING CHECKLIST

Using the key on the prior page, complete this checklist as a guide to help evaluate potential bird-hazards or eligibility for Bird-Safe Building Certification.

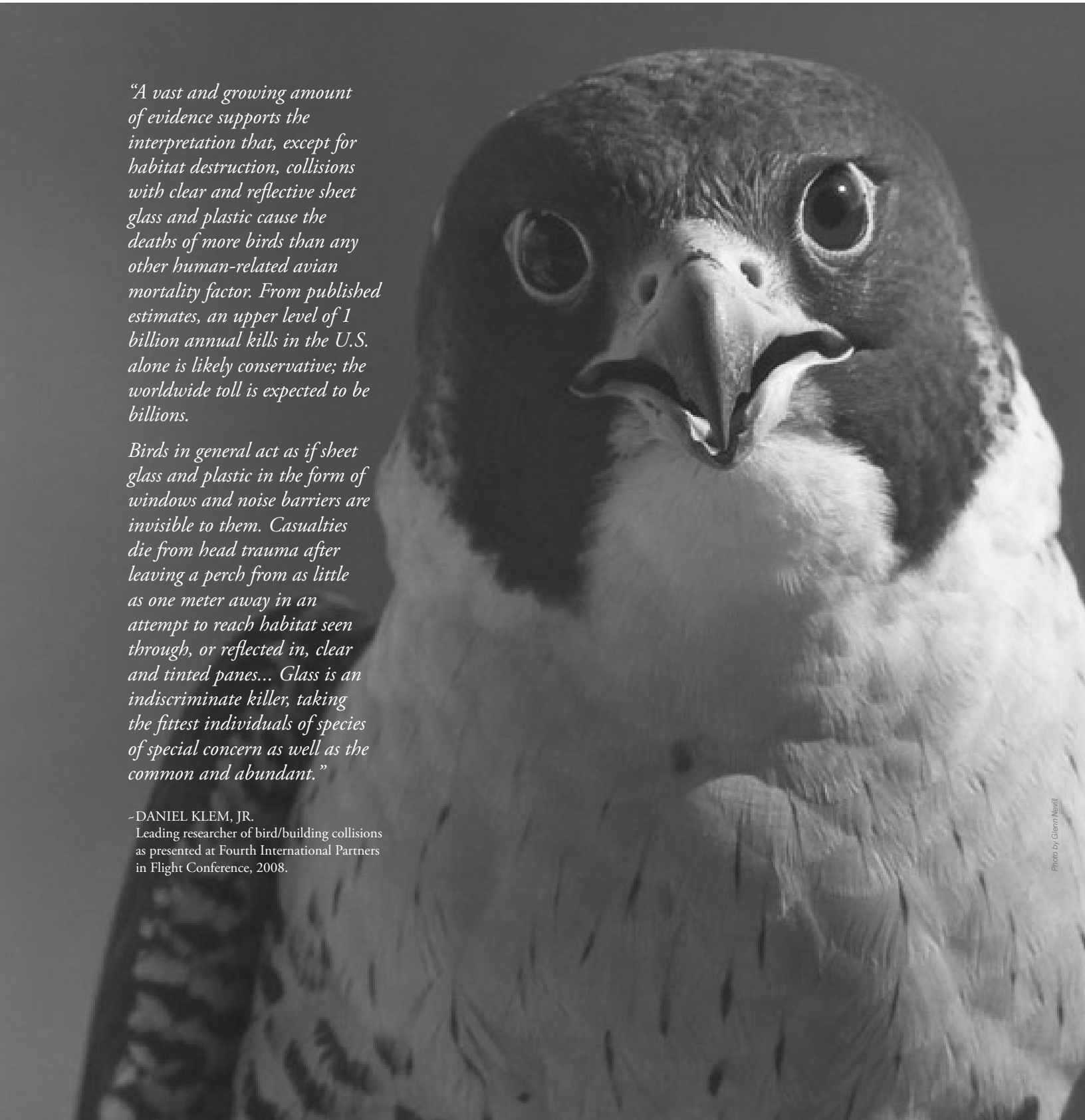
		QUESTION		YES	NO
MACRO-SETTING (PAGE 12, 16)	1	**Is the structure located within a major migratory route?** (All of San Francisco is on the Pacific Flyway)			
	2	**Is the location proximate to a migratory stopover destination?** (Within 1/4 mile from Golden Gate Park, Lake Merced or the Presidio)			
	3	**Is the structure location in a fog-prone area?** (Within 1/2 mile from the ocean or bay)			
MICRO-SETTING (LOCATION-RELATED HAZARD) (PAGES 13, 16, 28-29)	4	**Is the structure located such that large windows greater than 24 square feet will be opposite of, or will reflect interlocking tree canopies?**			
	5	**Is the structure inside of, or within a distance of 300 feet from an open space 2 acres or larger dominated by vegetation?** (Requires treatment of glazing, see page 28)			
	6	**Is the structure located on, or within 300 feet from water, water features, or wetlands?** (Requires treatment of glazing, see page 28)			
	7	**Does the structure feature an above ground or rooftop vegetated area two acres or greater in size?** (Requires treatment of glazing, see page 29)			
GLAZING QUANTITY (PAGE 8)	8	**Is the overall quantity of glazing as a percentage of façade:** (Risk increases with amount of glazing)	**Less than 10%?**		
			More than 50%? (Residential Buildings in R-Districts must treat 95% of unbroken glazed segments 24 square feet or greater in size if within 300 feet of an Urban Bird Refuge.)		
	9	**Will the glazing be replaced?**	**More than 50% glazing to be replaced on an existing bird hazard (including both feature-related hazards as described in lines 19-22 and location-related hazard as described in lines 4-7)?** (Requires treatment see pages 29 and 31.)		
GLAZING QUALITY (PAGE 6, 7)	10	**Is the quality of the glass best described as:**	**Transparent** (If so, remove indoor bird-attractions visible from outside the windows.)		
	11		**Reflective** (If so, keep visible light reflectance low (between 10-20%) and consider what will reflect in the windows. Note: Some bird-safe glazing such as fritting and UV spectrum glass may have higher reflectivity that is visible to birds.)		
	12		**Mirrored or visible light reflectance exceeding 30%.** (Prohibited by Planning Code.)		
GLAZING TREATMENTS (PAGE 18-21)	13	**Is the building's glass treated with bird-safe treatments such that the "collision zone" contains no more than 10% untreated glazing for identified "location-related hazards" (lines 4-7) and such that 100% of the glazing on "feature-related hazards" (lines 19-22) is treated?**			
	14	**Is the building's glass treated for required "bird hazards" (as described in line 13) *and* such that no more than 5% of the collision zone (lower 60') glazing is untreated but not for the entire building?**			
	15	**Is the building glazing treated (as described above in lines 14 and 15) *and* such that no more than 5% of the glazing on the exposed façade is left untreated?**			
BUILDING FAÇADE GENERAL (PAGE 8, 13)	16	**Is the building façade well-articulated (as opposed to flat in appearance)?**			
	17	**Is the building's fenestration broken with mullions or other treatments?**			
	18	**Does the building use unbroken glass at lower levels?**			
BUILDING FEATURE-RELATED HAZARDS AND BIRD TRAPS (PAGE 8, 30-31)	19	**Does the structure contain a "feature-related" hazard or potential "bird trap" such as:**	**Free standing clear-glass walls, greenhouse or other clear barriers on rooftops or balconies?** (Prohibited unless the glazing is treated with bird-safe applications.)		
	20		**Free standing clear-glass landscape feature or bus shelters?** (Prohibited unless the glazing is treated with bird-safe applications.)		
	21		**Glazed passageways or lobbies with clear sight lines through the building broken only by glazing?**		
	22		**Transparent building corners?**		
LIGHTING DESIGN (PAGE 10, 25)	23	**Does the structure, signage or landscaping feature uplighting?** (Prohibited within 300 feet of an Urban Bird Refuge)			
	24	**Does the structure minimize light spillage and maximize light shielding?**			
	25	**Does the structure use interior "lights-out" motion sensors?**			
	26	**Is night lighting minimized to levels needed for security?**			
	27	**Does the structure use decorative red-colored lighting?**			
LIGHTING OPERATIONS (PAGE 12, 24-25)	28	**Will the building participate in San Francisco Lights Out during the migration seasons?** (February 15-May 31 and August 15- November 30th) To achieve "sterling" certification the building must participate in year-round best management practices for lighting.			
OTHER BUILDING ELEMENTS (PAGE 23)	29	**Does the structure feature rooftop antennae or guy wires?**			
	30	**Does the structure feature horizontal access wind generators or non-solid blades?**			
CONSENT (PAGE 34)	31	**Does the building owner agree to distribute San Francisco's Bird-Safe Building Standards to future tenants?**			

Authorized Signature X _____ **Date:** _____



From City of Toronto Green Development Standard: "Bird-Friendly Development Guidelines."

Some of the birds killed by building collisions and collected during one migration season in Toronto's Financial District.



"A vast and growing amount of evidence supports the interpretation that, except for habitat destruction, collisions with clear and reflective sheet glass and plastic cause the deaths of more birds than any other human-related avian mortality factor. From published estimates, an upper level of 1 billion annual kills in the U.S. alone is likely conservative; the worldwide toll is expected to be billions.

Birds in general act as if sheet glass and plastic in the form of windows and noise barriers are invisible to them. Casualties die from head trauma after leaving a perch from as little as one meter away in an attempt to reach habitat seen through, or reflected in, clear and tinted panes... Glass is an indiscriminate killer, taking the fittest individuals of species of special concern as well as the common and abundant."

~DANIEL KLEM, JR.
Leading researcher of bird/building collisions as presented at Fourth International Partners in Flight Conference, 2008.

Photo by Glenn Nevil

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SAN FRANCISCO
PLANNING
DEPARTMENT

FOR MORE INFORMATION:
Call or visit the San Francisco Planning Department

Central Reception
1650 Mission Street, Suite 400
San Francisco CA 94103-2479

TEL: **415.558.6378**
FAX: **415.558.6409**
WEB: **http://www.sfplanning.org**

Planning Information Center (PIC)
1660 Mission Street, First Floor
San Francisco CA 94103-2479

TEL: **415.558.6377**

Planning staff are available by phone and at the PIC counter. No appointment is necessary.

ATTACHMENT 23
Exhibit T-3
OCII Project Early Outreach and Marketing Responsibilities and Timeline

TASK	TIME FRAME
OCII provides developer with: • Early Outreach Plan and Marketing Plan (which includes Tenant Selection Criteria) ("Plans") template • Operational Rules for Lotteries & Lease Up (another exhibit) • Link to list of rental readiness service providers who can assist potential applicants or Homeownership SF if for-sale project	Developer will have template prior to or by construction commencement. Developer must submit *draft* Early Outreach and Marketing Plans 30 days after construction commencement.
Developer provides OCII and/or its agent (MOHCD) with the Early Outreach Plan	At least 1 month after construction commencement
OCII and/or its agent reviews Outreach Plan for accurate project information, partnering with a community outreach organization, and consistency with template.	OCII will provide approval no later than 10 business days after final draft is received.
OCII and/or its agent reviews and approves Outreach Plan	Approval is provided within 5 business days.
Early Outreach begins: • OCII and/or its agent monitors developer's progress on Early Outreach timeline and activities • Developer submits monthly reports on Early Outreach activities to OCII and/or its agent	
Developer provides OCII and/or its agent with Early Outreach marketing materials and OCII and/or its agent does 1st of 5 COP mailings	3 months after construction commencement
Developer submits refined draft Marketing Plan. Upon receipt of draft Marketing Plan, OCII notifies its agent, if any, that the tenant selection and marketing plans are forthcoming. (If no agent represents OCII proceed to next task below.)	12-months prior to the anticipated Temporary Certificate of Occupancy ("TCO").
OCII reviews Plan for consistency with development agreements (loan agreements, VDDAs, DDAs, OPA/DDAs), including appropriate rent ranges, AMIs and occupancy preferences, engages with developer if any discrepancies, and confirms with its agent, if any, first draft of plan is consistent with applicable agreement, and sends to its agent, if any.	Within 30 days of receipt of plan (no later than 45 days after receipt of draft plan) OCII sends to plan to MOHCD
OCII and/or its agent meet with leasing agent and Access to Housing Partner to go over all marketing, lease-up & lottery processes	After draft Marketing Plan(with the Tenant Selection Criteria) are approved and before marketing plan is finalized and approved
OCII and/or its agent approves revised draft Plans & transmits Marketing Plan approval to developer	Within 60 days after the receipt of the Marketing Plan
Developer provides OCII and/or its agent with marketing materials and OCII and/or its agent does 2nd of 5 COP mailings	12 months before TCO completion
Developer provides OCII and/or its agent with marketing materials and OCII and/or its agent does 3rd of 5 COP mailings	10 months before TCO
Developer provides OCII and/or its agent with marketing materials and OCII and/or its agent does 4th of 5 COP mailings	8 months before TCO
OCII and/or its agent requests any/all Plan updates from developer with finalized dates and actual pricing	7 months before lease up/sales

Developer submits final plan and COP postcard to OCII and/or its agent • OCII and/or its agent does 5th of 5 COP mailings • Notice of Application Workshops • Includes contact information for support staff (MOHCD) available to COP holders	30 day period, 6 months sales
For projects where lease-up begin between Jan-May: If a new AMI has been published since the first draft of the Marketing Plan was created, then OCII will determine if the new AMI & Rent limits should be used in the final version of the marketing Plan. Alert OCII and/or its agent if the AMI numbers are revised.	Same 30 day period as above
Developer sends advertisements to OCII and/or its agent for review and approval	Same 30 day period as above
OCII and/or its agent considers final Marketing Plan with advertisements for approval	Same 30 day period as above
Marketing Period begins. OCII and/or its agent does COP mailing and posts to website, housing alert system; Front Desk	90 days before sales
Marketing period	28 days (rent) / 45 days (homeownership)
Developer provides OCII and/or its agent with applicant lists on a weekly basis. OCII and/or its agent confirms EAHP & COP	Weekly during marketing period
OCII attends a specialized rental readiness workshop session for COP holders)	When scheduled
OCII fields consumer complaints and works with leasing agent to address pre-lottery issues	As needed
Developer provides COP Outreach Obligation report to OCII Commission	Prior to lottery
Developer provides OCII and/or its agent with final list of applications that are assigned lottery numbers	One week before lottery date
Lottery –OCII and/or its agent assists developer	Two weeks after marketing period ends
Developer provides OCII and/or its agent with final lottery lists that have been reconciled with the applicant list	ASAP after lottery
Developer will submit lottery list to OCII and/or its agent who will confirm the list within 7 business days.	
Lease-up / Sales begin • The appeals process needs to be included on the application, next to the signature line and in every denial letter sent to applicants	
Developer submits weekly sales reports to OCII and/or its agent using spreadsheet provided by OCII and/or its agent	Weekly during unit lease-up / sales
If applicant files an appeal: • Developer tracks the appeal on weekly lease-up/sales list • Developer hears the appeal • Before 2nd denial is sent OCII and/or its agent needs to review file	
OCII and/or its agent reviews all denials and confirms Developer is correct in calculations and following marketing procedures	
OCII's agent, if any, alerts OCII to problems/concerns with	

lease-up. (If no agent represents OCII proceed to next step below.)	
OCII addresses lease-up / sales issues with Developer	
OCII addresses lease-up / sales issues with consumers and hears denial appeals after initial review by OCII and/or its agent	
Developer provides OCII and/or its agent with a clean copy of the Final Waitlist	

Attachment 24

Approved Schematic Design for 6E



Perspective - Main Building: view of corner at Mission Bay Blvd. North and Fourth Street - looking northwest

1300 Fourth Street
Mission Bay South Block 6E
San Francisco, California

MITHŪN | SOLOMON



Perspective - Townhomes & Flats: View of Entry to Townhomes & Flats at Midblock Walkway

Block 6W

Mission Bay Blvd. North

China Basin Street

Fourth Street

Open Space

Walkway

Mid Block Walkway
(see landscape drawings)

Walkway

Open Space

1 BR Flat

3 BR Townhouse (Lower Level)

2 BR Flat

2 BR Flat

2 BR Flat

2 BR Flat

3 BR Townhouse (Lower Level)

1 BR Flat

Inner Plaza
(see landscape drawings)

Stair

Stor.

Warming Kit.

Community Room

South Courtyard

Bike Storage (100 Bicycles)

Stair

Lobby

Elevs.

Elevs.

Tenant Serv. Office 1

Tenant Serv. Office 2

North Courtyard
(Play Area)

Cascade

Bike Storage (60 Bicycles)

Main Electrical Room

Stor.

Stair

Transformer Room

Utility Room

Water Pump Room

Residential Trash

Stor.

Drinking Fountain

Mailboxes

Lobby

Storage

Stair

Storage

MPOE

Townhouse Trash

Gas Meter Alcove

Closet

Mgmt. Office 1

Toilet

Toilet

Mgmt. Office 2

Mgmt. Office 3

Conf. Rm.

Maintenance

Static

Garage Exhaust above routed to Roof

Parking Garage

Anticipated 20' U-Haul loading truck

Residential Loading Zone

Sectional garage door with semi-transparent perforated metal panelling

Retail Trash

Shared Corridor

Jan.

Toilet

Toilet

Potential Restaurant Exhaust above routed to Roof

Potential Restaurant Exhaust above routed to Roof

Retail 'G'
(Restaurant)

Retail 'F'

Retail 'E'

Retail 'D'

Retail 'C'

Retail 'B'

Retail 'A'

Legend

- Retail
- Residential
- Community / Supportive Services
- Utility
- Parking Garage
- Circulation
- Private Open Space
- Public Open Space

N

1300 Fourth Street
Mission Bay South Block 6E
San Francisco, California

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