REQUEST FOR PROPOSALS

Issued by:
Office of Community Investment and Infrastructure
Successor Agency to the San Francisco Redevelopment Agency
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

April 2, 2014

Deadline for Submission:
June 25, 2014

Contact:
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Block 5
REQUEST FOR PROPOSALS

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SECTION 1
Summary of Offering
The Office of Community Investment and Infrastructure (“OCII”), as the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (“Successor Agency”), is seeking proposals from qualified development teams to design and develop an office project with ground-floor retail on Block 5 in the Transbay Redevelopment Project Area (“Project Area”), located in the Downtown Financial District, immediately adjacent to the new Transbay Transit Center and close to the Ferry Building, Rincon Hill, Yerba Buena Gardens, AT&T Ballpark and Mission Bay. The development program for Block 5 consists of approximately 700,000 square feet of commercial space in a 550-foot tower above an underground garage with open space and streetscape improvements described in more detail herein (“Project”). Proposals that include any amount of residential and/or hotel space will not be accepted.

The Site is located in San Francisco’s Downtown Financial District, with excellent views of San Francisco, the Bay, and the Bay Bridge, and adjacent to the new Transbay Transit Center, scheduled for completion in 2017. The Site consists of a 26,366-square-foot parcel on Howard and Beale Streets with additional parcels made available for construction of the required public open space as described in Section 3 of this Request for Proposals (“RFP”).
Block 5 is part of a 40-acre Redevelopment Plan for the Transbay Redevelopment Project Area ("Redevelopment Plan") surrounding the new Transbay Transit Center ("TTC"), a multimodal transportation hub connecting eight Bay Area Counties ("Transbay Project"). The Redevelopment Plan was administered by the former San Francisco Redevelopment Agency ("Former Agency").

On February 1, 2012, California law dissolved redevelopment agencies throughout the state, including the Former Agency, but provided that successor agencies could continue to implement "enforceable obligations" previously held by the Former Agency. Cal. Health & Safety Code §§ 34170 et seq. ("Redevelopment Dissolution Law"). OCII, its Oversight Board, and the California Department of Finance ("DOF") have determined that the Project Area is subject to several enforceable obligations that, among other things, require OCII to acquire and dispose of certain formerly state-owned parcels in the Redevelopment Project Area, pledge property tax revenues for the Transbay Project and public infrastructure, and require the development of affordable housing within the Project Area. On April 15, 2013, DOF issued a Final and Conclusive Determination that the Transbay Tax Increment Allocation and Sales Proceed Pledge Agreement, the Transbay Implementation Agreement, and the Affordable Housing Program under Calif. Public Resources Code § 5027.1 are enforceable obligations under Cal. Health & Safety Code § 34177.5 (i) and do not require further review by DOF. This Determination is available at www.dof.ca.gov/redevelopment/redevelopment/final_and_conclusive/Final_and_Conclusive_Letters/documents/San_Francisco_F&C_EO_Items_102_105_&_237.pdf.

The Redevelopment Plan and related documents continue to govern the development of the Project Area. OCII has land use authority over Zone One of the Project Area, including Block 5. The Transbay Joint Powers Authority ("TJPA"), a joint powers agency responsible for the construction of the TTC, currently owns a number of the formerly state-owned parcels within the Project Area, including the Site. OCII has options to purchase all of the remaining Development Parcels, including the Site, for the sale and development consistent with the Redevelopment Plan. OCII will select the development team and issue all project approvals for Block 5. Pursuant to Section 4.7.2 of the Redevelopment Plan, the Board of Supervisors shall have final approval over the transfer of the Site. The Redevelopment Plan remains in effect until 2035.
The development team should include a developer and an architect. The development team may also include a consultant to assist in the preparation and implementation of a Workforce and Contracting Action Plan (See Section 5.B.9). All other consultants and subconsultants will be added after selection in compliance with the policies listed in this RFP.

The development team

Proposals must include a non-negotiable purchase price, which the selected developer will deposit into a trust account established by the TJPA. Additionally, each development team will need to demonstrate its ability to successfully finance, construct, and operate the Project, and its capacity to initiate development consistent with the schedule contained in this RFP.

Proposals must assume the cost of the Facilities District special tax and Community Benefits District assessment described in Section 4.

Financial requirements

Interested development teams must submit qualifications, a design concept, a financial proposal, and a refundable Offer to Negotiate Deposit of $10,000. An evaluation panel led by OCII staff will evaluate the proposals based on the Selection Criteria contained in this RFP and will recommend a development team for review and consideration by the OCII Executive Director and the Commission on Community Investment and Infrastructure (“Commission”), which will make the final decision regarding the selection of a development team, subject to Board of Supervisors final approval pursuant to Section 4.7.2 of the Redevelopment Plan.

Selection process

OCII will work with the selected development team to prepare an Exclusive Negotiations Agreement (the “ENA”). The selected development team will be required to provide a non-refundable deposit of $500,000 (“ENA Deposit”) within 30 days after the execution of the ENA. The ENA Deposit will not be credited against the purchase price. The ENA must be negotiated and executed by August 2014.
SUMMARY OF OFFERING

REDEVELOPMENT PLAN AMENDMENT

Subsequent to execution of the ENA and prior to execution of a Disposition and Development Agreement (“DDA”), the development team will be responsible for seeking and obtaining a Redevelopment Plan amendment to provide bulk controls that are appropriate for a commercial office building. OCII Staff has prepared a draft amendment, which is included as Attachment 2 (“Plan Amendment”). This will require approval by, at a minimum, the Commission and the San Francisco Board of Supervisors. The Plan Amendment and its approval process are described in detail in Section 3 of this RFP.

DISPOSITION AND DEVELOPMENT AGREEMENT

During the exclusive negotiations period, OCII and the selected development team will negotiate the terms of a DDA with OCII. In addition to provisions related to development team responsibilities, payment of the purchase price for the land, closing conditions, development standards and requirements, and performance benchmarks and schedules, the DDA will require: 1) payment of a nonrefundable deposit of $2,000,000 (“DDA Deposit”) following execution of the DDA that will be credited against the purchase price; 2) a construction commencement provision that will require the development team to pay the estimated property tax increment that would otherwise be due should construction not commence or be completed within certain timeframes; 3) payment of the remainder of the purchase price at the transfer of title; and 4) OCII’s oversight of the Project’s construction.
A pre-submittal meeting will be held at 1 South Van Ness Avenue in San Francisco on the second floor, at **3:30 p.m. on Tuesday May 6, 2014**.

Proposals are due on **Wednesday, June 25, 2014 at 3:00 p.m.** to the Office of Community Investment and Infrastructure, 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103.

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SECTION 2

BACKGROUND

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Block 5 is part of the Transbay Redevelopment Project Area ("Project Area"), a 40-acre redevelopment area in San Francisco’s Downtown Financial District, which includes the Transbay Transit Center ("TTC," under construction) and approximately 10 acres of vacant public land ("Former State-Owned Parcels"). The Project Area, as depicted in Figure 1, was established in June 2005 with the adoption of the Redevelopment Plan for the Transbay Redevelopment Project Area ("Redevelopment Plan") by the City and County of San Francisco ("City"). The Redevelopment Plan expires in 2035.

A. THE TRANSBAY REDEVELOPMENT PROJECT AREA

The Transbay Redevelopment Plan divides the Project Area into Zones One and Two. The Former State-Owned Parcels consist of Blocks 2 through 12 in Zone One of the Project Area, and several parcels in Zone Two. Zone One consists of approximately 10 acres of property that were formerly occupied by portions of the Embarcadero Freeway, that will be developed into a vibrant downtown neighborhood. When completed, this neighborhood will consist of new office space north of Howard Street, thousands of new housing units south of Howard Street, and new neighborhood retail space concentrated on Folsom Street. The Plan provides for a host of public improvements throughout the Project Area including widened sidewalks on Folsom, Main, Beale, and Spear Streets, a 1.1-acre public park just north of Folsom Street between Main and Beale Streets, and new public open spaces on Essex Street and under the bus and freeway ramps, as further described in Section 2.F. This new open space will be complimented by a 5.4 acre park on the roof of the TTC. Under the Redevelopment Plan, the Office of Community Investment and Infrastructure ("OCII"), as the Successor Agency to the San Francisco Redevelopment Agency ("Successor Agency"), is responsible for facilitating and approving development within Zone One of the Project Area.

Within Zone Two of the Plan Area, the Former Agency delegated its land use authority to the City through its Planning Department. On July 31, 2012, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved the Transit Center District Plan ("TCDP"), which imposes a zoning overlay in Zone Two as well as other areas surrounding the site of the new Transbay Transit Center. The TCDP, which does not affect the adopted land use or development controls for Block 5 or any of the other development blocks in Zone One, increases height limits in the district and calls for streetscape changes consistent with the Transbay Streetscape and Open Space Plan under the Redevelopment Plan. The proposed Redevelopment Plan Amendment does however; refer to the bulk controls approved as part of the TCDP as the bulk controls to be used for office buildings within Zone 1. More information about the TCDP can be found on the Planning Department’s website: transitcenter.sfplanning.org.
Development on State-owned Properties

Parcel T: Transit Tower Office Building
Hines/Boston Properties
1.4 Million SF of office and retail
(Under Construction)

Blocks 6/7: Mixed Income Housing
Golub Corporation/Mercy Housing California
409 market rate and 147 affordable units
(Under Construction)

Block 9: Mixed Income Housing
Avant Housing/BRIDGE Housing
456 market rate and 114 affordable units
(Exclusive Negotiations Agreement approved in 2013)

Block 11: Rene Cazenave Affordable Housing
BRIDGE Housing/Community Housing Partnership
120 supportive housing units
(Completed)

Open Space

Under-ramp Park
2.5 Acres
(Block 10 & under off-ramps)

Rooftop Park
5.4 Acres
(Atop Transbay Transit Center)

Transbay Park
1.1 Acres
(Block 3)

UPCOMING RFPS
PARCEL F 2015
BLOCK 4 2016
BLOCK 2 2016
BLOCK 12 2020
In light of pre-existing enforceable obligations, the Redevelopment Dissolution Law does not affect the land use, property disposition, or financial goals of this RFP for Block 5.

B. REDEVELOPMENT AGENCY BACKGROUND

On June 28, 2011, California Governor Jerry Brown approved two bills, State Assembly Bill AB 26 (“AB26”) and State Assembly Bill AB 27 (“AB 27”), amending the California Community Redevelopment Law (“CRL”), which regulates the activities of redevelopment agencies. AB 26 was the “dissolution” bill, which set November 1, 2011 as the date to dissolve all redevelopment agencies throughout the State. The companion legislation AB 27, the “reinstatement” bill, allowed cities to keep their agencies in place by committing to substantial “community remittances” to be paid to the State. In July 2011, a lawsuit was filed challenging the constitutionality of both AB 26 and AB 27.

On December 29, 2011, the California Supreme Court issued its decision: it upheld AB 26, which eliminates redevelopment agencies, but struck down AB 27, which would have allowed redevelopment agencies to continue under certain conditions. As a result, the Redevelopment Agency of the City and County of San Francisco (“Former Agency”) was dissolved as of February 1, 2012. AB 26 provides, however that a successor agency to the Former Agency could continue to implement “enforceable obligations” which were in place prior to the suspension—existing contracts, pledge agreements, bonds, leases, etc. On June 27, 2012, the Governor signed AB 1484, which amended AB 26 by establishing, among other things, that “a successor agency is a separate public entity from the public agency that provides for its governance.” Cal. Health & Safety Code § 34173 (g). (Together, AB 26 and AB 1484 are referred to as the “Redevelopment Dissolution Law”).

On April 15, 2013, the State Department of Finance (“DOF”) issued a Final and Conclusive Determination that the Transbay Tax Increment Allocation and Sales Proceed Pledge Agreement (“Pledge Agreement”), the Transbay Implementation Agreement, and the Affordable Housing Program under Calif.
Public Resources Code § 5027.1 are enforceable obligations and do not require further review by DOF, available at www.dof.ca.gov/redevelopment/final_and_conclusive/Final_and_Conclusive_Letters/documents/San_Francisco_F&C EO_Items_102_105_&_237.pdf. In light of these enforceable obligations, the financial goals to maximize proceeds from the sale and development of Block 5 for the construction of the Transbay Project and provide funding for the Implementation Agreement’s program for public infrastructure and affordable housing are intact.

In December 2012, under Ordinance No. 215-12 the Mayor appointed the Commission on Community Investment and Infrastructure (“Commission”) to implement the Successor Agency’s enforceable obligations, which require, among other things, the exercise of land use, development and design approval authority for Zone One of the Project Area. As a successor agency, OCII is also subject to the jurisdiction of the Oversight Board of the City and County of San Francisco, which is composed of seven members, a majority of whom are appointed by the Mayor. Cal. Health & Safety Code § 34179 (a) (10). The Oversight Board’s jurisdiction is defined by the Redevelopment Dissolution Law and includes certain fiscal management of the Former Agency. The Oversight Board owes a fiduciary duty to the holders of enforceable obligations with the Former Agency and to the taxing entities that are entitled to an allocation of property taxes.

C. TRANSBAY ENFORCEABLE OBLIGATIONS

Redevelopment Dissolution Law is aimed at redirecting net property tax increment from redevelopment agencies to other public agencies and did not affect the land use regulations applicable to redevelopment projects; hence the zoning for the Project continues to be governed by the Redevelopment Plan and administered by OCII and the Commission. Redevelopment Dissolution Law also preserves pre-dissolution enforceable obligations and thus does not affect the ability of the Successor Agency to receive tax increment revenue under the Pledge Agreement and Implementation Agreement. As explained below, implementation of the Redevelopment Plan is proceeding on schedule because of the enforceable obligations that DOF has finally and conclusively approved.
On April 15, 2013, DOF determined “finally and conclusively” that the Transbay Implementation Agreement, the Pledge Agreement and AB 812 are “enforceable obligations” under the Redevelopment Dissolution Law and do not require further review by DOF.

The Transbay Project Area is subject to a number of existing, interrelated agreements, including: (1) the Cooperative Agreement among the TJPA, the City, and the State Department of Transportation (“Caltrans”), dated July 11, 2003 (“Cooperative Agreement”), which establishes the State’s obligation to transfer Block 5 and other Former State-Owned Parcels (as defined in the Cooperative Agreement), (2) the Transbay Implementation Agreement between TJPA and the Successor Agency, dated January 20, 2005 (“Implementation Agreement”), which requires the Successor Agency to prepare and sell the Former State-Owned Parcels to third parties, to deposit the sale proceeds into a trust account to help the TJPA pay the cost of constructing the Transbay Project, and to execute all other activities related to the implementation of the Redevelopment Plan, including constructing affordable housing, new public parks, new pedestrian-oriented alleys, widened sidewalks and other infrastructure, (3) the Tax Increment Allocation and Sales Proceeds Pledge Agreement between the TJPA, the City, and the Successor Agency, dated January of 2008 (“Pledge Agreement”), which commits the tax increment from the Former State-Owned Parcels for use in funding the Transbay Project. The Transbay Project also has the obligation imposed by Assembly Bill 812 (“AB 812”) to ensure that 35 percent of all housing produced in the Project Area is affordable to low or moderate income households. Cal. Public Resource Code § 5027.1. Based on these agreements, in 2010, the TJPA entered into a Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Loan Agreement with the United States Department of Transportation. The TIFIA loan is a necessary part of the funding package for the Transbay Project. On April 15, 2013, DOF determined “finally and conclusively” that the Transbay Implementation Agreement, the Pledge Agreement and AB 812 are “enforceable obligations” under the Redevelopment Dissolution Law and do not require further review by DOF. Thus, the land use and financial goals of the former San Francisco Redevelopment Agency, the TJPA, and the City with respect to the Transbay Plan and the Transbay Project, remain intact notwithstanding Redevelopment Dissolution Law.

Under the Redevelopment Plan and the Pledge Agreement, land sale and tax increment revenues generated by the Former State-Owned Parcels (including Block 5) have been pledged to the TJPA to help pay the cost of the new Transbay Project, which is currently under construction.
D. THE DEVELOPMENT SITE

As shown in Figure 1, the Redevelopment Plan and supporting documents assumed the entire block between Natoma, Howard, Beale, and Main Streets would be assembled and sold for development. However, a portion of that Block is privately owned, thus unavailable for development under this request for proposals. OCII staff has determined that a commercial building consistent with the goals of the Redevelopment Plan can be built on the publicly owned land on the westernmost portion of the block with the required public open space built on publicly owned land within 900 feet of the commercial building primarily located on the eastern portion of the block. Figures 2 and 3 show the dimensions of the building site as well as those parcels available for open space. The developable area is comprised of the southern portion of Assessor’s Block 3718, Lot 025 (“Parcel N1”). The parcels available for construction of the required public open space are the southern portion of Lot 027 (“Parcel M1”) and the northern portion of Lot 025 (“Parcel N3”) on Assessor’s Block 3718. This configuration of the commercial tower and public open space are collectively referred to as the “Project.” The parcels comprising the Project are referred to collectively as the “Site.”

E. THE EXISTING NEIGHBORHOOD

Block 5 is located in San Francisco’s Downtown Financial District, immediately adjacent to the new TTC and close to the Ferry Building, Rincon Hill, Yerba Buena Gardens, AT&T Ballpark and Mission Bay. The neighborhood is rapidly emerging as San Francisco’s premier commercial office hub. Construction is well under way on the TTC, designed by world-class architects Pelli Clarke Pelli, with completion scheduled for 2017. Several new high-rise office buildings have recently been completed or are under construction nearby, including 555 Mission Street, 535 Mission Street, 350 Mission Street, and Foundry Square III. Additionally, construction has begun on the Transit Tower, a Former State-owned Parcel that is being developed with a 1,070-foot office building. The Site is less than two blocks south of Market Street, putting it within easy walking distance of the entire Financial District, including Embarcadero Center and the Ferry Building, and major transportation facilities, including BART, AC Transit, SamTrans, Muni Metro, and the new Transbay Transit Center (which will feature an extension of Caltrain commuter rail and will be the Northern
The Streetscape Plan includes design elements related to the ten major streets and six public alleyways within the Project Area, as well as neighborhood parks and areas below bus and freeway ramps. The Site is just one block north of Folsom Street and Rincon Hill, San Francisco’s fastest-growing luxury residential neighborhood. The Site is also ¾ miles from the Yerba Buena Center area, including Yerba Buena Gardens, the Museum of Modern Art, and major regional shopping destinations, such as Union Square and Bloomingdale’s. The neighborhood is also a short walk from AT&T Park, home of the 2010 and 2012 World Series Champions, the San Francisco Giants.

F. PUBLIC IMPROVEMENTS

In 2006, the Former Agency and San Francisco Planning Department (“Planning”), in collaboration with City entities, commissioned the production of the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan (“Streetscape Plan”). The Streetscape Plan, prepared by a team of consultants addresses the public realm within the Project Area. The Streetscape Plan includes design elements related to the ten major streets and six public alleyways within the Project Area, as well as neighborhood parks and areas below bus and freeway ramps. The Concept Plan includes recommended landscaping, sidewalk paving, tree types, street furniture, and lighting, for each street. It also delineates the purpose of each public right-of-way and links the Transbay neighborhood to the adjacent Rincon Hill neighborhood. The street frontages around Block 5 have been designed to the concept level, as further described in Section 3.D of this RFP, and will be further designed and implemented by the selected development team.

In July 2011, the Former Agency hired CMG Landscape Architecture and ARUP to prepare schematic designs through construction documents for the improvements to Folsom Street. The Folsom Streetscape Improvements will be the first major infrastructure project implemented by OCII and will consist of widened sidewalks, rain gardens at each intersection, high end special paving treatments, and new street trees along the length of the Street from 2nd to Spear Streets. CMG and ARUP were also charged with developing conceptual designs for the area along Essex Street, under the TJPA bus ramp, under the Caltrans Fremont-Folsom I-80 off-ramp, and on undevelopable adjacent publicly owned land. The team, through a comprehensive public process, has developed a park conceptual design plan which was approved by the Commission in June 2013. The plan involves utilizing the entire area under the off-ramp and along Clementina Alley for a child’s play area, a planted meandering garden doubling as a stormwater treatment area, a beer garden,
and a number of smaller recreational uses. This park will transform this area from an under-utilized part of the Redevelopment Plan Area, into a premier neighborhood amenity. The latest documents describing the park can be found at www.sfredevelopment.org.

As a complement to the aforementioned streetscape and open space improvements in various stages of design by OCII, the TJPA will top the TTC with a 5.4 acre public park for use by the residents and workers of the area, including the occupants of Block 5 who will be less than a block away from this park. The 1,400 foot long elevated park will feature a wide range of activities and amenities, including an outdoor amphitheater, gardens, trails, open grass areas, and children’s play space, as well as a restaurant and cafe.

G. ENTITLEMENTS AND USE RESTRICTIONS

The entitlements and use restrictions for the Site are determined primarily by the following documents: (1) the Redevelopment Plan; (2) the Development Controls and Design Guidelines for the Transbay Redevelopment Project Area (“Development Controls”); (3) the Streetscape Plan; and (4) the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (“Final EIS/EIR”). All of these documents can be downloaded from OCII’s website: www.sfredevelopment.org. In addition, select sections of the San Francisco Planning Code (“Planning Code”), will apply to commercial office development in Zone 1. The Redevelopment Plan and Development Controls specify that the following sections shall apply to commercial development:

- Section 137 (Modifications of Certain Plazas, Arcades and Sidewalks)
- Section 163 (Transportation Management Programs and Transportation Brokerage Services in C-3, Eastern Neighborhoods Mixed-Use and South of Market Mixed-Use Districts)
- Section 164 (San Francisco Resident Placement and Training Program)
- Section 165 (Child Care Plans and Child-Care Brokerage Services in C-3 Districts)
- Section 411 (Transit Impact Development Fee – added pursuant to Redevelopment Plan Section 5.9.3)
- Section 412 (Downtown Park Fee)
- Section 413 (Jobs-Housing Linkage Program)
- Section 414 (Child Care Requirements for Office and Hotel Development Projects – added pursuant to Redevelopment Plan Section 5.9.3)
- Section 429 (Artworks, Options to Meet Public Art Fee Requirement, Recognition of Architect and Artists, and Requirements in C-3 Districts)
The Redevelopment Plan, as approved by the Board of Supervisors in 2005, establishes the goals, objectives, and basic land use standards for the Project Area.

The Development Controls will be amended so that the following sections will also apply to the Project:

1. Redevelopment Plan: The Redevelopment Plan, as approved by the Board of Supervisors in 2005, establishes the goals, objectives, and basic land use standards for the Project Area. It also granted the Former Agency jurisdiction over all land use and design approvals within Zone One. OCII now is responsible for the land use and design approvals within Zone One. The Redevelopment Plan requires that all real property sold or conveyed by the Former Agency in the Project Area, which obligation is now held by OCII, must be subject to Disposition and Development Agreements (“DDAs”) to ensure that the provisions of the Redevelopment Plan will be carried out and to prevent the recurrence of blight. Prior to disposition, OCII will exercise its option to acquire the Former State-owned parcels under the 2008 Option Agreement with the TJPA and City. Under Section 4.7.2 of the Redevelopment Plan, the Board of Supervisors shall approve the sale or lease of any property acquired by the Successor Agency through

Additionally, an allocation of office space under the Office Development Annual Limit, S.F. Planning Code, §§ 321 et seq. will be required. The Planning Code can be found at www.sfplanning.org. Proposals should be consistent with the Redevelopment Plan, Development Controls and other applicable entitlements, restrictions, and regulations, with the amendments to the Redevelopment Plan proposed in this RFP and any other amendments required for conformity with the proposed amendments. Proposals that would require additional changes to applicable land use regulations or additional CEQA review will not be considered.

Section 138 (Privately-Owned Public Open Space Requirements in C-3 Districts)
Section 151.1 (Schedule of Permitted Off-Street Parking Spaces in Specified Districts)
Section 155 (General Standards to Location and Arrangement of Off-Street Parking, Freight Loading and Service Vehicle Facilities)
Section 155.1 (Bicycle Parking: Definitions and Standards)
Section 155.2 (Bicycle Parking: Applicability and Requirements for Specific Uses)
Section 155.4 (Requirements of Shower Facilities and Lockers)
Section 166 (Car Sharing)
Section 270 (Bulk Limits: Measurement)
Section 272 (Bulk Limits: Special Exceptions in C-3 Districts)
Section 427 (Payment in Cases of Variance or Exception for Required Open Space)
the Option Agreement. Once a proposal to acquire and develop the Site is approved by OCII pursuant to the process described in this RFP, OCII and the developer will negotiate the terms and enter into a DDA containing detailed terms to ensure that the Site is developed in accordance with the Redevelopment Plan. It should be noted that the selected development team will be required to work with OCII to amend the Redevelopment Plan, as detailed in Section 3.C of this RFP, to add new bulk controls for commercial development consistent with the San Francisco Planning Code, rather than rely on the existing bulk controls in the Redevelopment Plan, which are intended for residential development. Amendment of the Redevelopment Plan will require approval by the Commission and the Board of Supervisors.

2. **Development Controls:** The Development Controls, a companion document to the Redevelopment Plan, provides legislated development requirements and specific design recommendations for all development within the Project Area based on the conceptual frameworks contained in the 2003 Transbay Redevelopment Project Area Design for Development (the “Design for Development”). Land uses and development in Zone One are controlled by the Redevelopment Plan and the Development Controls. The Development Controls must be amended simultaneously with the amendment to the Redevelopment Plan mentioned above. Amendment of the Development Controls will require OCII Commission approval. The specific application of the Development Controls to the Site is further discussed in Section 3 of this RFP. The Project will require additional discretionary approval by OCII for the design.

3. **Streetscape Plan:** The Streetscape Plan, another companion document to the Redevelopment Plan, builds on the streetscape and open space concepts in the Design for Development, and complements the urban design and zoning elements in the Development Controls.

4. **EIS/EIR:** A Final EIS/EIR for the Transbay Redevelopment Plan was certified in 2004, and can be found at www.transbaycenter.org/tjpa/documents/final-eiseir. The maximum development potential considered for Block 5 in the Final EIS/EIR is 848,435 gross square feet of office and 61,205 gross square feet of retail. The maximum development levels allowed by the Development Controls, as amended, which are approximately 700,000 gross square feet of office and 10,000 gross square feet of retail, are
An allocation of office space under the Office Development Annual Limit, S.F. Planning Code, §§ 321 et seq. is applicable to commercial office development in Zone 1.

Within the development levels analyzed in the EIS/EIR. As described on page 5-18 of the EIS/EIR and required by page 46 of the Development Controls, a project-specific wind study will still be required. More detailed information on project-specific impacts related to vehicle ingress and egress and pedestrian and bicycle safety will also be required. A shadow study and archeological mitigation monitoring report may also be required. Any relevant mitigations from the Final EIS/EIR, the associated Mitigation Monitoring and Reporting Program, and any project specific studies will be incorporated into the DDA approvals.

5. **San Francisco Planning Code:** As indicated in Section 5.9 at page 33 of the Redevelopment Plan and page 22 of the Development Controls, select sections of the San Francisco Planning Code Apply to office development within Zone One. The Plan and Development Controls identify the following applicable provisions:

   - Section 137 (Modifications of Certain Plazas, Arcades and Sidewalks)
   - Section 163 (Transportation Management Programs and Transportation Brokerage Services in C-3, Eastern Neighborhoods Mixed-Use and South of Market Mixed-Use Districts)
   - Section 164 (San Francisco Resident Placement and Training Program)
   - Section 165 (Child Care Plans and Child-Care Brokerage Services in C-3 Districts)
   - Section 411 (Transit Impact Development Fee – added pursuant to Redevelopment Plan Section 5.9.3)
   - Section 412 (Downtown Park Fee)
   - Section 413 (Jobs-Housing Linkage Program)
   - Section 414 (Child Care Requirements for Office and Hotel Development Projects – added pursuant to Redevelopment Plan Section 5.9.3)
   - Section 429 (Artworks, Options to Meet Public Art Fee Requirement, Recognition of Architect and Artists, and Requirements in C-3 Districts)

Additionally, an allocation of office space under the Office Development Annual Limit, S.F. Planning Code, §§ 321 et seq. is applicable to commercial office development in Zone 1. Furthermore, to facilitate the development on Block 5 of a financially viable office building, a Redevelopment Plan amendment is proposed to correct an oversight in the Redevelopment Plan for the bulk controls for commercial projects within Zone One and to incorporate other Planning Code provisions. Sections 3.C and 3.D of this RFP describe the Planning Code sections that would apply.
under the proposed Redevelopment Plan amendment. Additionally, the Development Controls will be amended to be consistent with the Plan Amendment and to facilitate a viable office building. Specifically, the following sections of the Planning Code will be added to the list on Page 22 of the Development Controls as applicable Planning Code Sections to commercial development in Zone One:

- **Section 138** (Privately-Owned Public Open Space Requirements in C-3 Districts)
- **Section 151.1** (Schedule of Permitted Off-Street Parking Spaces in Specified Districts)
- **Section 155** (General Standards to Location and Arrangement of Off-Street Parking, Freight Loading and Service Vehicle Facilities)
- **Section 155.1** (Bicycle Parking: Definitions and Standards)
- **Section 155.2** (Bicycle Parking: Applicability and Requirements for Specific Uses)
- **Section 155.4** (Requirements of Shower Facilities and Lockers)
- **Section 166** (Car Sharing)
- **Section 270** (Bulk Limits: Measurement)
- **Section 272** (Bulk Limits: Special Exceptions in C-3 Districts)
- **Section 427** (Payment in Cases of Variance or Exception for Required Open Space)
SECTION 3
DEVELOPMENT OPPORTUNITY

A. Zone One Development Concept
B. Alternative Development Scenario and Adjacent Property
C. Plan Amendment
D. Development Envelope and Program
A. ZONE ONE DEVELOPMENT CONCEPT

The overall urban design concept in Zone One is to allow no more than one high-rise residential or commercial tower per development block complemented by ground level open space and low-rise buildings on the remainder of each block. New alleys are to be created to provide access to and around the development blocks. Along most of the frontages on public rights-of-way, projects are to provide residential townhouses or retail spaces with frequent entrances oriented toward the sidewalk. All parking must be constructed in underground parking facilities.

Zone One is predominately residential, however the Development Controls allow for the development of Block 5 as the only commercial development in Zone One. Commercial development within Zone One must adhere to the Development Controls and in part the San Francisco Planning Code (“Planning Code”), as described in detail in subsequent sections of this RFP.
3.2 | DEVELOPMENT OPPORTUNITY

Block 5: Transbay Redevelopment Project Area

FIGURE 2
Assessor’s Block 3718
FIGURE 3
The Site

- **Parcels and Open Space**
  - **Parcel N3**
    - Open Space: 5,221 sf
  - **Parcel M1**
    - Open Space: 9,967 sf
  - **Parcel N1**
    - Building Footprint: 26,300 sf
  - **Lot 12**
    - 2,635 sf

- **New North Sidewalk**
- **New South Sidewalk**
- **Future Natoma Street Extension**
- **201 Mission Street Driveway**: 7,645 sf

Block 5: Transbay Redevelopment Project Area
B. ALTERNATIVE DEVELOPMENT SCENARIO AND ADJACENT PROPERTY

OCII has determined that economic conditions create a strong preference for commercial development over residential and hotel development on Block 5. The commercial development alternative is outlined on Page 22 and Figure 3 of the Development Controls. Unforeseen circumstances have also required an alternative site configuration from that shown in the Development Controls. Proposals submitted in response to this RFP must be office developments with ground-floor retail. Proposals that include any amount of residential and/or hotel space will not be accepted.

OCII will not have control of the entire Block 5 Parcel bounded by Beale, Main, Howard, and Natoma Streets. As seen on Figure 3 on Page 3.3, an approximately 2,635 square foot parcel located on the corner of Howard and Beale Streets is owned by and serves as the required open space for the office building at 301 Howard Street. The sliver of land located in the middle of the block is owned by and serves as the vehicular access for 201 Mission Street. OCII has determined that developing a commercial building located on the 26,366 square feet of land on the southern portion of Block 3718, Lot 025 (“Parcel N1”), is feasible and meets the goals of the Redevelopment Plan. An approximately 700,000 square foot building can be developed on Parcel N1 with the required public open space built on the southern portion of Block 3718, Lot 027 (“Parcel M1”), and the northern portion of Block 3718, Lot 025 (“Parcel N3”). The developer will be responsible for the purchase of Parcel N1 (which excludes Natoma Street) and development of a commercial building thereon. The developer will also be responsible for building and maintaining the portion of Natoma Street on Parcel N1, and the open space on Parcels M1 and N3. The TJPA will retain ownership of Natoma Street and Parcels M1 and N3.

The TJPA attempted to negotiate an acquisition of the 201 Mission Street driveway in order to develop the site according to the standard configuration in the Development Controls – with the tower on the eastern portion of the block at the corner of Main and Howard Streets. However, the property owner expressed strong concerns that tenant views in 201 Mission Street would be
negatively impacted by a tower on the eastern portion of Block 5 and demanded a price far in excess of the standard market value of the driveway parcel. In addition, the driveway parcel provides the only access to 201 Mission Street’s parking and loading and therefore it would not be possible to develop the driveway without also negotiating a land swap with TJPA to provide alternate access. As a result, OCII does not expect the property owner of 201 Mission Street to submit a proposal in response to this RFP – and if that property owner did submit a proposal, it would need to conform to all of the restrictions described in this section. Because of the time spent negotiating an acquisition of the 201 Mission Street driveway and the need to issue the RFP, neither OCII nor TJPA has had discussions with the owner of 301 Howard Street regarding its parcel.

The TJPA and OCII must adhere to a strict schedule for the land closing and development of Block 5, as described in Section 5.E. Therefore, all responses to this RFP must include a feasible development proposal for the property controlled by the TJPA/OCII. No alternative development scenarios that include assemblage with the parcel owned by 201 Mission Street or the parcel owned by 301 Howard Street will be considered in OCII’s evaluation of the proposals. However, once a development team is selected, OCII is open to exploring alternatives for the open space on Lot 12, in cooperation with the property owner.

C. PLAN AMENDMENT

OCII staff proposes to amend the Transbay Redevelopment Plan (“Plan Amendment”), which must be approved in tandem with the selected development proposal. The Plan Amendment is intended to maximize developable square feet, create an efficient and leasable commercial building, and maintain the desired neighborhood characteristics. The proposed amendment is included as Attachment 2 to this RFP. The Plan Amendment is straightforward and addresses an oversight during plan adoption.
3.6 | DEVELOPMENT OPPORTUNITY

Block 5: Transbay Redevelopment Project Area

**Figure 4**
Illustrative Massing Diagram

- **Upper Tower** (340’-550’)
  - Maximum Floor Size = 17,000 sf
  - Average Floor Size = 12,000 sf

- **Lower Tower** (150’-340’)
  - Maximum Floor Size = 20,000 sf
  - Average Floor Size = 17,000 sf

- **Upper Base** (100’-150’)
  - Maximum Floor Size = 25,000 sf

- **Base** (0’-100’)
  - No Bulk Controls

- **Open Space**
  - (additional open space on Parcel N3, see Figure 2 for location)

- **Underground Parking Structure**
The bulk controls outlined in the Redevelopment Plan and further described in
the Development Controls are appropriate for residential buildings, but do not
address the different circulation and occupancy requirements of commercial
buildings. Therefore, OCII is proposing to amend the last paragraph of Section
3.5.2 Height and Size of Buildings on page 17 of the Redevelopment Plan to
accomplish the following purpose:

For general office buildings in Zone One, the maximum floor plate sizes
shall be those permitted by the Planning Code as it now exists or as it
may be amended from time to time in the future for the C-3-O District
(Downtown Office), including Sections 270 (Bulk Limits: Measurement)
and 272 (Bulk Limits: Special Exceptions in C-3 Districts).

Similarly, the Transbay Development Controls will be amended to remain
consistent with the revised Redevelopment Plan and to add additional clarifying
language for open space requirements, parking requirements, and impact fees
specific to commercial land uses as described in more detail in Section 4.B of
this RFP.

The selected development team will be required to reimburse OCII and the
City for costs associated with the approval of the Plan Amendment and
other conforming amendments to the Redevelopment Plan and Transbay
Development Controls described above, including approval by, at a minimum,
the Commission, the Planning Commission (General Plan consistency), and
the Board of Supervisors. This includes working with the City to ensure timely
application for calendaring and noticing the amendments in accordance with
all applicable laws. The reimbursement will be in addition to the purchase price
and any fixed amount deposits due prior to land closing.

D. DEVELOPMENT ENVELOPE AND PROGRAM

The zoning in Zone One is form-based, so there is no maximum floor area ratio
or maximum density in units per acre. Maximum development levels are based
on the height, bulk, and other restrictions, discussed below and detailed in the
Plan Amendment, Development Controls, and Planning Code. The proposed
development must adhere to all currently applicable requirements, as modified
by the attached Plan Amendment and conforming amendments to the
Development Controls. With approval of the amendments, OCII estimates that

Development teams are encouraged to maximize the height, and thereby the land
value, of the tower.
DEVELOPMENT OPPORTUNITY

the Project can accommodate approximately 700,000 square feet of office space within the building massing shown on Figure 4.

1. Building Height Ranges
   The maximum building height on Block 5 must conform to the Zone One Height Ranges Map (Map 5) of the Development Controls. The maximum tower height of 550 feet may be extended upward an additional 10 percent of the allowed height for non-habitable architectural elements to screen mechanical equipment and to resolve the top of the tower design. Development teams are encouraged to maximize the height, and thereby the land value, of the tower.

2. Bulk Controls
   Given the maximum allowable building height of 550 feet and the Plan Amendment which would require the Project to adhere to the bulk controls in sections 270 and 272 of the Planning Code, the following is the estimated building envelop for Block 5.
   a. Below 100 feet, the building can maximize the buildable land area. Based on the preliminary land survey included as Attachment 1 to this RFP, the building footprint at the ground level would be 26,300 square feet. This building section is referred to as the Base Building (up to 100 feet).
   b. Between 100 and 150 feet, or the Upper Base, the building can have a maximum floor plate size of 25,000 square feet.
   c. Between 150 and 340 feet, or the Lower Tower, the building floor plate must not exceed 20,000 with an average floor plate size of 17,000 square feet.
   d. Between 340 and 550 feet, or the Upper Tower, the maximum floor plate size may not exceed 17,000 square feet and the average building floor plate must not exceed 12,000 square feet.

3. Setbacks
   The development of Block 5 is not required to adhere to the required residential setbacks shown on the Parcel Dimension Map (Map 3) of the Development Controls. The Townhouse Setback of 6 to 8 feet on Natoma
Street and Townhouse Setback of 8 to 10 feet on Beale and Howard Streets may be disregarded since the commercial development alternative has been selected and therefore, townhouses are not required to front the surrounding streets. As described above, the Block 5 tower parcel shares a property line with the parcel owned by 201 Mission Street and the parcel owned by 301 Howard Street. The San Francisco Building Code restricts the placement of windows along property lines without setbacks. However, neither the parcel owned by 201 Mission Street nor the parcel owned by 301 Howard Street can be developed. The parcel owned by 201 Mission Street is required to remain a driveway for access to the parking and loading for that property. The parcel owned by 301 Howard Street is required to remain open space to satisfy the open space requirements for that property. Therefore, proposals should assume that the Block 5 tower will be free to include windows along the property line through the execution of no-build agreements with the adjacent property owners and/or approval of a Redevelopment Plan amendment restricting development at the property line with Block 5. The Plan Amendment in Attachment 2 includes language that would require a 20-foot setback from the Project should any new buildings be proposed on the undeveloped portion of Block 5.

4. Open Space

As previously stated, Page 22 of the Development Controls will be amended to add Section 138 as an applicable Planning Code section for commercial development within Zone One. Therefore, a ratio of 1 square foot of public open space per 50 gross square feet of commercial space with open space requirement shall be provided by the selected development team. The open space may be on the site or within 900 feet of the building either on public or private property. Given the unique ownership constraints of the Site, the open space may be provided on TJPA-owned land. A majority of open space shall be located on Parcel M1 on the corner of Howard and Main Streets. Any additional required open space will be accommodated on Parcel N3 on the corner of Mission and Beale Streets. The open space must adhere to all other requirements in Section 138 of the Planning Code including, but not limited to, types and standards, maintenance agreements, approval timing, and informational plaques.

To maximize efficiency and minimize curb cuts, the development on Block 5 will have one parking facility, which must be located entirely below street grade and have a maximum of one entrance lane and one exit lane off of Natoma Street.
5. Variations

Variations from the Redevelopment Plan and the Development Controls are allowed only for unique physical constraints or other extraordinary circumstances applicable to the property, and must be consistent with the Redevelopment Plan, the Development Controls, and the Design for Development.

6. Underground Parking Garage

a. To maximize efficiency and minimize curb cuts, the development on Block 5 will have one parking facility, which must be located entirely below street grade and have a maximum of one entrance lane and one exit lane off of Natoma Street.

b. The maximum number of parking spaces for commercial uses must not exceed 3.5% percent of gross floor area of building as prescribed in Section 151.1 of the Planning Code. The Development Controls allow for higher maximums. However, the Development Controls also state that: “If maximum parking allowances are established for adjacent downtown zoning districts then action reducing these parking ratio maximums shall be considered by the Agency.” As such, OCII is requiring the Project to adhere to the standards established for the C-3-O (SD) district and will amend the development controls to delete the office and retail parking controls in Table 3 on page 30 and add a reference to the Planning Code Section 151.1 for non-residential parking which dictates the parking standards for the C-3-O (SD) district. The Development Controls and the Planning Code do not include a minimum off-street parking requirement. Bike parking and a car sharing service must be located within the garage, and shall conform to the requirements of Sections 155.1-155.2, 155.4, and 166 of the Planning Code. The development controls will be amended to delete the car sharing and bike parking rules on pages 30-31 and instead reference the Planning Code, since the controls for both bike parking and car sharing have been updated citywide since the adoption of the Development Controls. Additional detailed information about parking and loading requirements can be found in the Development Controls.
7. Streetscape Improvements

The development of Block 5 shall include construction of all of the streetscape improvements described in the Streetscape Plan and further developed by the TCDP and summarized below. The actual cost of the streetscape improvements will be reimbursed by OCII in an amount not to exceed $2.5 million at the time of completion. The conceptual plans for the street frontages along Block 5 are as follows:

a. Howard Street. Howard Street provides strong east-west connections through this neighborhood that serves, and will continue to serve as a strong commercial office street combined with neighborhood services.

b. Main and Beale Linear Parks. Main and Beale Streets are the primary residential streets running north-south through the project area. Pursuant to the Streetscape Plan these streets will be linear parks with consistent planting of trees and paving patterns. The linear park will be a wide band of planting and street trees that will separate the residential units and commercial buildings from the street. The sidewalk widths included in the design proposal should adhere to those in the TCDP. However, the detailed sidewalk conditions will be fine-tuned with the selected development team.

c. Natoma Street. The extension of Natoma Street, from Beale to Main Streets, is not specifically mentioned in the Streetscape Plan, but will border the Project to the North. It will include a 9-foot wide sidewalk on the north side, a 20-foot wide roadway, and a 6-foot wide sidewalk on the south side of the street. The sidewalks may count towards the required public open space pursuant to Planning Code Section 138. The selected development team will build out the westernmost portion of the alleyway, with the remainder to be built during the proposed second phase of the TTC, which includes extension of the TTC train box under the parcels immediately north of Block 5. Natoma Street will serve as a transition zone between the pedestrians and vehicles and should allow pedestrians to navigate across it easily.
8. **Ground Floor Retail**

All ground floor spaces that are not lobby or service areas must contain retail uses and must conform to the standards and guidelines for ground-floor retail development set forth in the Development Controls as amended pursuant to Section 4.B.2 of this RFP. Ground floor uses and façade treatments should activate the streets, create a pedestrian friendly environment, and be architecturally interesting.
SECTION 4

TRANSACTION REQUIREMENTS AND ASSUMPTIONS

A. Development Team and Ownership Structure 4.1
B. Project Requirements and Assumptions 4.1
C. Proposed Districts 4.2
D. Sustainable Design 4.4
E. Additional Development Requirements 4.4
TRANSACTION REQUIREMENTS 
AND ASSUMPTIONS

A. DEVELOPMENT TEAM AND OWNERSHIP STRUCTURE

OCII requires the developer to partner with an architect to form a team to design and build the project (“Development Team”). The Development Team may also include a consultant to assist in the preparation and implementation of a Workforce and Contracting Action Plan (see Section 5.B.9). The selected Development Team (“Developer”) will be required to sign the Small Business Enterprise Agreement (“Attachment 10”) and comply with the Small Business Enterprise Policy when assembling the full team of Professional Services Consultants.

Parcel N1 will be sold to the Developer at the purchase price in the Developer’s proposal to construct the commercial building and underground parking facility. Parcels M1 and N3 will be made available to the Developer to build the required public open space. The Developer will be required to maintain the open space and to build and maintain Natoma Street, which will both remain under TJPA ownership.

B. PROJECT REQUIREMENTS AND ASSUMPTIONS

1. Plan Amendment

The Developer will be required to assist OCII in seeking approval of the proposed Plan Amendment included as Attachment 2. This process will include, but not be limited to, approval by the Commission on Community Investment and Infrastructure, a General Plan Consistency finding by the San Francisco Planning Commission, and approval by the Board of Supervisors under the Community Redevelopment Law, as amended by the Redevelopment Dissolution Law. The Developer, in consultation with OCII, will be responsible for identifying and obtaining the approval of the Plan Amendment by any other public agency, board, or commission with jurisdiction over the Amendment.

2. Development Controls Amendment

The Developer will also be required to assist OCII in seeking approval of an amendment to the Development Controls so that they remain consistent with the Redevelopment Plan, add applicable sections of the SF Planning Code for commercial uses and clarify the commercial parking requirements in Zone One. The Development Controls amendment must be approved by the Commission. Specifically, the numbered list on page 20 of the Development Controls will be amended to add a number 4 stating that: “For general office and tourist hotel buildings in Zone One, the maximum floor plate sizes shall be those permitted by the
TRANSACTION REQUIREMENTS AND ASSUMPTIONS

Planning Code as it now exists or as it may be amended from time to time in the future for the C-3-O District (Downtown Office), including Sections 270 (Bulk Limits: Measurement) and 272 (Bulk Limits: Special Exceptions in C-3 Districts).” Page 22 shall be amended to add Sections 138, 151.1, 155.1-155.2, 155.4, 155(g), 166, 411, 412, 413, 414, 429 427, 270, and 272 as Planning Code sections applicable to commercial development. Finally, page 30 shall be amended to delete the maximum number of parking spaces for office and retail uses, since the requirement will be included as an addition to the list of applicable planning sections.

3. Streetscape Improvements
OCII will reimburse, subject to DOF approval on a Recognized Obligation Payment Schedule, the Developer for up to $2.5 million of actual costs related to building the streetscape improvements along Natoma, Howard, Main, and Beale Streets upon completion of the improvements. Natoma Street will remain under TJPA ownership, but the cost of maintaining the roadway will be the responsibility of the Developer and should be included in the pro-forma for the Project.

4. Development Impact Fees
The standard office development impact fees required pursuant to the Planning Code apply to this Project. However, the proposed additional impact fees approved as part of the TCDP do not apply. As previously stated the Development Controls will be amended to include Sections 411, 412, 413, 414, and 429 as applicable to commercial projects within Zone One. As such, proposals should include assumptions for payment of the Transit Impact Development Fee, Downtown Park Fee, Jobs Housing Linkage Program, Child Care Requirements, and Public Art Fee as detailed in the above sections in the Planning Code.

C. PROPOSED DISTRICTS

1. Community Benefit District
Block 5 is within a proposed Greater Rincon Hill Community Benefit District (“CBD”). The Developer will be required to participate in the CBD to help finance community services and the maintenance of public improvements in the Project Area, including the rooftop park on the TTC. The assessment rates for the CBD have not been determined as of the date of this RFP, but proposals should assume the rates below:

<table>
<thead>
<tr>
<th>Commercial Space within 500 feet of the TTC</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.18 per building square foot per year</td>
</tr>
<tr>
<td>$0.18 per lot square foot per year</td>
</tr>
</tbody>
</table>
2. Mello-Roos Community Facilities District

As part of the Transit Center District Plan, which was approved by the Board of Supervisors in July 2012, a Mello-Roos Community Facilities District ("CFD"), which will include Block 5, is being established to require the owners of the buildings within the CFD to pay an annual special tax. The CFD special tax will generate additional revenue to help pay the cost of constructing the new Transbay Transit Center and other public improvements in the TCDP Area.

The special tax rates for the CFD have not been established, but proposals for Block 5 should assume the rates as shown below. Note that the rates are based on the height of the entire building, using the same special tax on all the floors.

Proposals for Block 5 should assume the following rates:

<table>
<thead>
<tr>
<th>Office Square Footage</th>
<th>Building Height</th>
<th>Base Special Tax Fiscal Year 2013-14</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 – 5 Stories</td>
<td>$3.45 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>6 – 10 Stories</td>
<td>$3.56 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>11 – 15 Stories</td>
<td>$4.03 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>16 – 20 Stories</td>
<td>$4.14 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>21 – 25 Stories</td>
<td>$4.25 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>26 – 30 Stories</td>
<td>$4.36 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>31 – 35 Stories</td>
<td>$4.47 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>36 – 40 Stories</td>
<td>$4.58 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>41 – 45 Stories</td>
<td>$4.69 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>46 – 50 Stories</td>
<td>$4.80 per Office Square Foot</td>
</tr>
<tr>
<td></td>
<td>More than 50 Stories</td>
<td>$4.91 per Office Square Foot</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Retail Square Footage</th>
<th>Building Height</th>
<th>Base Special Tax Fiscal Year 2013-14</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Not Applicable</td>
<td>$3.18 per Retail Square Foot</td>
</tr>
</tbody>
</table>

If no CFD has been established by the date on which title to the Site is transferred to the Developer and if the City proposes a CFD covering the Site, the Developer shall cast its vote in favor of the CFD, provided that the tax rates are not substantially different from the Base Special Tax rates shown above.
D. SUSTAINABLE DESIGN

OCII seeks to maximize the overall sustainability of Block 5 through the integrated use of “green” building elements. Block 5 must be designed to sustainability standards as specified in Chapter 13 of the 2010 San Francisco Building Code and the City’s Department of Building Inspection, Administrative Bulletin No. AB-093. In addition, pursuant to the Development Controls, all projects are encouraged to use the Leadership in Energy and Environmental Design (LEED) standards and buildings shall meet or exceed a LEED Silver level of certification.

E. ADDITIONAL DEVELOPMENT REQUIREMENTS

Recent major earthquakes around the world and other natural disasters in the United States have exposed the vulnerability of the built infrastructure. For example, the central business district in Christchurch, New Zealand was still cordoned, more than two years after an earthquake damaged many buildings which were designed to building codes similar to the US.

The Transbay Transit Center (TTC) has been designed to be operational shortly after a future major earthquake, and the structure will far exceed the basic building code performance requirements of public safety. Details of the TTC’s earthquake resilience objectives are available for public inspection at the offices of the Transbay Joint Powers Authority, 201 Mission Street, Suite 2100, San Francisco, CA (phone: 415-597-4620). OCII is seeking to promote post-earthquake business and community continuity through enhanced design of new development sites around this important transport hub. Accordingly the Project must be designed to minimize earthquake damage and allow business operations to resume in a timely manner after a major earthquake.

Following approval and commencement of the proposed Phase 2 of the TTC project extending the Train Box to Main Street, the TJPA will be excavating the area immediately north of the Site to accommodate high speed rail and the downtown rail extension from 4th and King Streets into the TTC. In order to minimize the effects of seismic loading of the Block 5 Tower, parking garage structure and the extension of the Transbay Transit Center, the TJPA commissioned a report entitled The Block 5 Tower Structure-Soil-Structure Interaction with the Transbay Transit Center (“SSSSI Report”), which is included as Attachment 3 to this RFP. In summary the following are the technical constraints that must be included in the conceptual design development for Block 5:
4.5

- The Block 5 Tower foundation shall comprise a piled mat, with piles of sufficient length to control settlement and an appropriate factor of safety on capacity.
- No more than 20% of the net static building load shall be taken by the mat.
- The location of the northern shoring wall for the parking garage substructure shall be no closer than 5’ from the TTC shoring wall.
- The piles of the Block 5 Tower foundation shall be no closer than the property setback line which is approximately 37 feet from the TTC shoring wall.
- The average net pressure at the underside of the mat is limited to 2 ksf within approximately 50’ from the northern shoring wall of the Block 5 basement. In calculating average net pressure, a hydrostatic water pressure profile shall be assumed below +8’ NAVD88.
- The bottom of the Block 5 Tower basement excavation shall be no lower than the bottom of the TTC basement.

In addition, the Developer is responsible for the following after selection:

- The sufficiently progressed design of the Block 5 Tower and foundation shall be justified by a detailed Structure-Soil-Structure Interaction (“SSSI”) analysis and submitted to the TJPA for approval. The analysis must show that the performance objectives of the TTC are not compromised in a rare earthquake event.
- The SSSI analysis may be used, with approval from TJPA, to justify any exceptions taken to the above RFP constraints.
- The gravity and seismic performance criteria of the TTC in the temporary excavated condition shall not be compromised by the Block 5 Tower excavation. To satisfy the seismic requirements, a detailed SSSI analysis considering a 100 year return period earthquake should be considered.

The conceptual designs must adhere to these standards.
SECTION 5

SUBMISSION REQUIREMENTS & SELECTION PROCESS

A. Submission Process 5.1
B. Submission Requirements 5.2
C. Selection Criteria 5.9
D. Selection Process 5.10
E. Next Steps 5.10
A. SUBMISSION PROCESS

1. Registration
All respondents to this RFP must complete the RFP Registration Form (Attachment 4) and submit it to OCII along with a non-refundable registration fee of $100 in the form of a cashier’s or certified check made payable to the Successor Agency to the San Francisco Redevelopment Agency. Registered parties may purchase a hard copy of the RFP and other relevant documents, if desired, from OCII’s office at 1 South Van Ness Avenue, Fifth Floor, for the cost of printing.

The RFP is also available online at: www.sfredevelopment.org.

Responses to the RFP will only be accepted from registered RFP holders.

To register, contact Courtney Pash at (415) 749-2439 or courtney.pash@sfgov.org.

2. Pre-Submittal Meeting
A pre-submittal meeting will be held at 1 South Van Ness Avenue on the second floor, at 3:30 p.m. on May 6, 2014. The purpose of the meeting is to ensure that interested parties understand all of the elements of this RFP, including the scope of the development project and the submission requirements. Although attendance is not mandatory, it is highly recommended.

3. Questions/Requests for Additional Information
All questions and requests for additional information regarding this RFP must be received in writing to OCII, by hand, overnight delivery, or mail to the attention of Courtney Pash at 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA, 94103, by fax to (415) 749-2526, or by e-mail to courtney.pash@sfgov.org on or before 3:00 p.m. on June 4, 2014. All addendums, responses and additional information will be distributed to all registered RFP-holders. OCII reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information.

4. Submission Deadline
An unbound original and eight (8) copies of the submittals must be received by 3:00 p.m. on June 25, 2014. Deliver all proposals marked TRANSBAY BLOCK 5 RFP SUBMITTAL to the attention of:

Courtney Pash
Assistant Project Manager, Transbay
Office of Community Investment and Infrastructure
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

Hand delivery is advised.

Late, emailed, or faxed submittals will not be considered.
B. SUBMISSION REQUIREMENTS

Responses to this RFP must contain all of the elements listed below and be organized in the form and order indicated. Teams are also encouraged to include a table of contents, and to index the proposal. If two or more firms combine as a joint venture for the purpose of responding to this RFP, each joint venture partner must include the required information.

1. Development Team Description

   a. DEVELOPER(S)
      i. Developer Entity: Identify and describe the legal developer entity or entities that will accomplish the development opportunity. Include each entity’s name, type of organization (e.g., LLC), anticipated role, and anticipated percentage ownership in the proposed project. Should developers desire to enter into a joint venture, the proposal must include a description of how project roles and responsibilities will be assigned to each member.

      ii. Key Personnel: Identify and describe the key personnel, including the person in charge of negotiations for the Project. Provide a resume for each individual, as well as each individual’s name, title, role on the proposed project, address, telephone number, facsimile number, and email address.

      iii. Organizational Documents: Submit the following organizational documents for each developer entity that is part of the development team:

          * Agency Form 6004 (Attachment 5): Identifies the legal entity with whom OCII would negotiate and contract.
Disclosure Questions (Attachment 6): 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.

Certificate of Good Standing from the California Secretary of State: NOTE: The Certificate must bear the official seal of the State of California; web screen print outs are not acceptable.

b. DESIGN TEAM
i. Architect. Identify and describe the architect who will design the Block 5 development. The current development team should not include any design consultants or subconsultants except those specifically requested to be included.

ii. Key Personnel. Identify and describe the key personnel for the architectural firm. Provide a resume for each individual, as well as each individual’s name, title, role on the proposed project, address, telephone number, facsimile number, and email address.

c. WORKFORCE AND CONTRACTING CONSULTANT
i. Consultant. Identify and describe the consultant, if any, who will assist in the preparation and implementation of a Workforce and Contracting Action Plan (See Section 5.B.9). All other consultants and subconsultants must be selected in accordance with OCII’s Small Business Enterprise Program.

ii. Key Personnel. Identify and describe the key personnel for the consultant, if any. Provide a resume for each individual, as well as each individual’s name, title, role on the proposed project, address, telephone number, facsimile number, and email address.

2. Developer Experience
For each developer entity, describe a maximum of five (5) projects comparable to the proposed Block 5 project and scope completed within the last ten (10) years. Include dates of completion, size, construction type, total development cost, financing sources, location, target resident population (if applicable), the role of the developer in each development (such as contractor, developer, consultant, etc), and references (including names, affiliations, and phone numbers). Photographs of projects may be included, but are not required. Each developer entity should also describe the history and course of dealing with each of OCII, the Former Redevelopment Agency, the TJPA, and the City and County of San Francisco.

3. Architect Experience
For the architectural firm, provide the following:

a. Comparable Projects: Describe a maximum of five (5), completed comparable recent developments, 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. **Photographs of Comparable Projects:** Submit three (3) photographs 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).

c. **“Green” Building Experience:** Describe green building design experience and evidence of current LEED professionals, if any.

4. **Developer’s Financial Capacity and Capability**

In order to evidence access to equity capital and financing resources to carry out the proposed project, provide in a separate submittal (marked “confidential”), two sets (not bound or stapled) of the information indicated below for each developer entity that is part of the development team.

Respondents must clearly designate those financial submittals which it in good faith determines to be a trade secret or confidential proprietary information that the Respondent claims is protected from disclosure under applicable law. To the extent permitted by law, OCII will attempt to maintain the confidentiality of such financial submittals. However, such confidentiality cannot be assured.

a. **Financial Statements:** Submit audited financial statements for the past two years of each principal and joint venture partner, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units.

b. **Real Estate Portfolio:** Submit a summary of each principal’s current real estate portfolio, listing the following for each project: project name, type, location (city, state), project size (rentable area), date completed, value, debt, role (developer, operator, property manager, etc.), ownership interest, and occupancy rate. Identify any projects with negative cash flows, amount of developer’s recourse debt, any non-performing loans, and the amount of guarantees and/or contingent liabilities.

c. **History of Financing Commitments:** For each principal, submit a recent history in obtaining financing commitments, detailing type of project, dates of commitment, financing source, amounts committed, etc.

d. **Pipeline Projects:** For each principal, list and describe all projects in the pipeline including status, development budget and schedule and financial commitment required of developer, a detailed description of the project financing methods, sources and amounts. Indicate any working relationship on other projects with members of the development team for the proposed project.

e. **Sources of Capital:** Identify specific sources of debt/equity capital, including relationship to the developer (outside lender, parent company, etc.) and contact information.

f. **Availability of Capital:** Provide a written statement from each financing source that the equity and/or mortgage capital is available or will be made available for funding the proposed project, and that the proposed project is consistent with the source’s in-
vestment criteria for a project of this type and size. In lieu of commitment letter(s) for the proposed project, respondents may submit written statements from their financing source(s) describing past projects which the source has financed for the respondent. Such written statements shall detail the amount of capital, the size of the proposed project and any other pertinent information that will assist OCII in determining the availability of equity or mortgage capital to fund the proposed project.

5. Design Concept

Development teams shall submit a design concept (the “Design Concept”) that illustrates, at a pre-schematic level, the massing, program disposition, articulation, materials, and design character of the proposed development. The Design Concept is expected to demonstrate design excellence and attention to detail with an emphasis on sustainability and enhancing the public realm. If selected, the development team will work collaboratively with OCII to develop a schematic design, which must be approved by the Commission on Community Investment and Infrastructure.

The Design Concept must include the following:

a. Project Narrative: Submit a narrative of not more than three (3) pages describing the proposed development, including a description of how the project will be constructed, the gross and net square feet, the construction type, building materials and green building strategies and elements.

b. Design Concept Drawings: Provide pre-schematic level drawings in color, including a site plan, sections, floor plans, and building elevations. Additional diagrams and sketches of building systems and green building strategies are permitted where they clarify non-standard approaches. Ensure that submitted drawings are to the scale indicated.

i. Site Plan: At a scale of 1" = 50'-0", showing building massing and the relationship of proposed and surrounding buildings, open space, streets, and access paths. Indicate locations of retail frontages, community space, lobby entrances, and auto ingress/egress, etc., for the proposed development.

ii. Overall Ground Floor Plan: At a scale of 1" = 50'-0", showing the internal organization of the sites.

iii. Sections: At least two site sections at 1/32" = 1'-0", one longitudinal and one transverse, that best describe the Design Concept.

iv. Building Floor Plans: Plans of all floors at 1/32" = 1'-0", showing proposed uses. Repetitive floors may be shown once with labeling indicating the range illustrated. Sufficient detail should be included to discern the internal circulation of occupants, bicyclists, deliveries, and waste streams, but such paths need not be called out explicitly. Conceptual locations for major building systems should be indicated, including transformers, meters, pump rooms, and the like.

v. Building Elevations: All elevations at a scale of 1/32" = 1'-0".
c. **Perspective Sketches**: Provide perspective sketches, in color, showing the architectural character of the Design Concept. At a minimum, include one eye level view from the corner of Howard and Beale Streets and one from across Howard Street looking northwest toward the Project Site.

6. **Financial Proposal**

Provide detailed written information regarding the financial aspects of the proposed project.

a. Submit a financing plan that is consistent with the Project requirements, including the cost of constructing the underground parking garage, open space, and any other developer obligations attributable to the project, as described in Section 4 of this RFP. The financing plan for the Project should include the following:

i. **Purchase Offer**: OCII is seeking the fair market purchase price due at land transfer. The purchase price shall be a guaranteed fixed payment that is not contingent on project performance.

ii. **Sources & Uses Pro-Forma**: Provide detailed construction and permanent sources and uses pro-forma(s) for the Project that includes a detailed development budget, from predevelopment up to and including stabilized operation or sale. The pro-forma(s) must provide a complete cost-revenue analysis that demonstrates the financial feasibility of the proposed development. The pro-forma must include all assumptions (e.g. fee for parking spaces, streetscape improvement reimbursement, development impact fees, CFD taxes and CBD fees, etc), detailed documentation for gross lease proceeds, itemization of off-site improvements, permits and fees calculations, site remediation assumptions, the calculations used in determining the annual CBD and CFD payments, and the gross and rentable square footages.

b. **Other Project Financial Proposal Requirements**:

i. **Market Data**: Provide market data that identifies clearly supported conclusions regarding the viability of proposed tenancies, floor plans, amenities, price structure, and absorption for optimizing market success on this Site. This analysis should be provided for all components of the Project.

ii. **Retail Plan**: Provide evidence that the project will be able to attract quality, local retailers based on the configuration of the retail space and the tenant improvement allowances included in the pro-forma.

iii. **Schedule**: Provide a detailed, estimated development schedule that includes all activities from predevelopment through completion of construction and full lease up and complies with the schedule described below in Section 5.E.1.

7. **Offer to Negotiate Deposit**

Each development team shall submit an Offer to Negotiate Deposit in the amount of $10,000 in the form of a cashier’s or certified check made payable to OCII. The Offer to Negotiate Deposit shall be returned, without interest, to development teams not selected by OCII to enter into exclusive negotiations. The Offer to Negotiate Deposit will not be returned to development teams that elect to withdraw from the RFP process or are disqualified.
for any reason prior to the selection of a development team. Failure to include a valid Offer to Negotiate Deposit will disqualify a proposal. If a development team is selected for exclusive negotiations, but an ENA and DDA are not entered into with such development team within the required periods, the Offer to Negotiate Deposit will be non-refundable and will be retained by OCII.

8. Workforce and Contracting Action Plan

Development teams shall submit a Workforce and Contracting Action Plan (“WCAP”) describing the specific steps that the development team will take to meet or exceed the contracting and workforce obligations in Section 6 of this RFP. The WCAP should demonstrate the development team’s knowledge and familiarity with OCII/City policies and programs and identify the person(s) that will assume primary responsibility for working with OCII in implementing the WCAP, 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 and Section 164 programs), and any specific implementation actions that the development team proposes to achieve the best results for meeting or exceeding the goals.

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 Sections A through G of Section 6 of this RFP. In particular, the Transbay Redevelopment Plan emphasizes the contracting and workforce components of the EOP and requires OCII to adopt and implement programs “that meet or exceed City policies regarding workforce development, contracting opportunities, and equal opportunity, particularly for economically-disadvantaged San Francisco residents and businesses.” Redevelopment Plan, Section 4.1.3 at page 20. OCII implements this Redevelopment Plan requirement through a Small Business Enterprise Policy and various workforce agreements. As part of the RFP response, a development team shall submit a Workforce and Contracting Action Plan (“WCAP”) that addresses how the team will implement the following policies and programs: Small Business Enterprise Policy, the OCII Construction Workforce Agreement, the First Source Hiring Program (as applied to permanent jobs), and the San Francisco Resident Placement and Training Program.
Contracting: The Small Business Enterprise Policy requires a developer who is a party to a disposition and development agreement to make good faith efforts to award at least 50 percent of all project-related contracts to small business enterprises ("SBE"), which are defined as economically-disadvantaged based on their average gross annual receipts.

Workforce: OCII implements a Construction Workforce Agreement, which requires construction contractors to make good faith efforts to achieve 50 percent participation by San Francisco residents in each contractor's total hours of employment by trade on the project. In addition, OCII relies on several City workforce programs requiring commercial development to provide permanent job opportunities for economically-disadvantaged local residents. These programs include the First Source Hiring Program, which targets permanent entry level positions to qualified economically disadvantaged individuals. S.F. Administrative Code Ch. 83. The Development Controls also incorporate San Francisco Planning Code Section 164 (San Francisco Resident Placement and Training Program) for any office building development on Block 5. Section 164 requires a commercial office development in the downtown area to prepare a local employment program and provide employment brokerage services. Both the First Source and Section 164 programs require the developer to enter into agreements to ensure that economically-disadvantaged San Franciscans benefit from future job opportunities created in the completed project. In implementing these City programs, OCII assumes the responsibilities of the City, but may delegate compliance efforts to the Workforce Division of the Office of Economic and Workforce Development ("OEWD"), also known as CityBuild.

For more detailed information about these programs, please see Section 6 of this RFP, the attachments to this RFP, and the policies themselves.

9. Other Required Submission Elements
   a. Statement of Compliance: Each development team member (i.e. each developer entity and architecture firm) must submit a signed Statement of Compliance with Successor Agency Policies (Attachment 7) certifying its agreement to comply with all of OCII policies as summarized in Section 6 of this RFP. Failure to include a complete, signed statement from each development team member will disqualify the proposal.

b. Certification of Applicant: Each development team member must submit a signed Certification of Applicant (Attachment 8) certifying under penalty of perjury under the laws of the State of California that all information provided in the submission is true and correct. Failure to include a complete, signed certification from each development team member will disqualify the proposal.

c. Submission Checklist: Each development team must submit a completed and signed Submission Checklist (Attachment 9), certifying that all items on the checklist are contained in the proposal. Development team scores may be negatively impacted by the submission of incomplete information.
C. SELECTION CRITERIA

Selection of a development team with which OCII will enter into exclusive negotiations for the development of Block 5 will be based on the following factors in the table on the right:

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FINANCIAL PROPOSAL</strong></td>
<td></td>
</tr>
<tr>
<td>Total purchase price</td>
<td>70</td>
</tr>
<tr>
<td>Overall financial feasibility of the proposal, including the ability to secure debt and equity financing</td>
<td>5</td>
</tr>
<tr>
<td><strong>SUBTOTAL FINANCIAL PROPOSAL</strong></td>
<td>75</td>
</tr>
<tr>
<td><strong>DEVELOPMENT CONCEPT</strong></td>
<td></td>
</tr>
<tr>
<td>Proposed massing concept for the Project, including design quality, sustainability, constructability, earthquake resilience, proposed concept for ground floor uses, and consistency with the Development Controls</td>
<td>15</td>
</tr>
<tr>
<td><strong>DEVELOPMENT TEAM EXPERIENCE</strong></td>
<td></td>
</tr>
<tr>
<td>Developer (s) and architect experience in designing and developing projects comparable to the project proposed in this RFP. History and course of dealing with OCII, the Former Redevelopment Agency, the TJPA, and the City</td>
<td>5</td>
</tr>
<tr>
<td><strong>WORKFORCE AND CONTRACTING ACTION PLAN</strong></td>
<td></td>
</tr>
<tr>
<td>Development team’s knowledge and familiarity with OCII/City policies and programs, the steps proposed to meet the goals for participation by economically-disadvantaged and local businesses and workers, and any specific implementation actions that the development team proposes to achieve the best results for meeting or exceeding the goals</td>
<td>5</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

Scores may be negatively impacted by the submission of incomplete information.
D. SELECTION PROCESS

1. The proposals will be reviewed and evaluated using the criteria specified in Section 5.C above by a selection panel (the “Selection Panel”), comprised of staff of OCII and Planning Department Staff and a member of the Transbay Citizens Advisory Committee (“CAC”).

2. Staff of OCII may contact references.

3. Further written material regarding qualifications or submittals may be requested at any time during the selection process.

4. Based on evaluation of the proposals, the Selection Panel will invite development teams that meet the submission requirements to participate in interviews. Interviews will provide an opportunity for development teams to present their proposals, and for the selection panel to ask clarifying questions about the proposals.

5. Based on evaluation of the proposals, interviews with each development team, and reference checks (if conducted), the Selection Panel will submit a recommendation to the Executive Director, the CAC and the Commission for selection of a development team with which OCII will enter into an Exclusive Negotiation Agreement (“ENA”) for the development opportunity. The Disposition and Development Agreement (“DDA”) will require approval by the City’s Board of Supervisors under the standard of review described in Section 33433 of the California Health and Safety Code and applied to Agency-acquired property by Section 4.7.2 of the Redevelopment Plan.

E. NEXT STEPS

1. Schedule

   In order to meet the TJPA’s financial commitments for the construction of the Transbay Transit Center, the land closing for Block 5 must be completed on or before September 1, 2015. All proposals must assume execution of an ENA in August 2014 and a DDA in March 2015. Failure to meet this schedule will result in penalties to be determined during the negotiation of the transaction documents.

2. Exclusive Negotiations

   OCII will work with the selected development team to prepare an ENA. Once staff and the development team come to an agreement on terms, the Commission will consider approval of the ENA. The ENA must be executed by August 2014. The selected development team should assume that a deposit of $500,000 will be payable within 30 days after the execution of the ENA (the “ENA Deposit”). The ENA Deposit will be used by OCII to reimburse its staff and third party costs related to this RFP and the subsequent agreements and will not be credited against the purchase price.

   After execution of the ENA, the selected development team and OCII will attempt to negotiate a DDA. The period after the execution of the ENA and before the execution of a DDA is defined as the “negotiations period.” During the negotiations period, the development team will be responsible for the following:

   a. Obtaining financial commitments from lenders and/or equity participants;

   b. Completing its “due diligence” review of the physical conditions on the site, preparing financial projections, and completing preliminary development plans;
c. Revising the proposed project concept and schematic design as a result of the review process, and to respond to new information concerning the physical conditions on the Site. OCII will work with the selected development team to achieve a final project that is mutually acceptable to OCII staff and the development team;

d. Obtaining final approval of the Plan Amendment and conforming amendments to the Development Controls; and

e. Meeting certain milestones specified with dates in a schedule of performance during the negotiations period to be determined and attached to the ENA.

During the negotiations period, the parties will negotiate the terms of the draft DDA, open space agreements, and any other related documents.

3. Disposition and Development Agreement

The ENA will provide that the DDA must be executed by March 2015 with an outside closing date in August 2015. The DDA will include, but not be limited to, OCII and development team responsibilities, economic parameters, closing conditions, development standards and requirements, and performance benchmarks and schedules. It will also require the DDA Deposit of $2,000,000, to be credited against the land payment, payable within 30 days after the execution of the DDA. Additionally, the DDA will include a construction commencement requirement, which will be based on the detailed development schedule submitted pursuant to Section 5.B.7 of this RFP. Should construction of the Project not commence or be complete by certain agreed upon dates, the DDA will require the developer to pay the estimated property tax increment that would have been due if the Project were commenced and completed on time.
SECTION 6

COMPLIANCE WITH SUCCESSOR AGENCY POLICIES AND PROGRAMS

A. Small Business Enterprise Program 6.1
B. Nondiscrimination in Contracts and Benefits 6.2
C. Minimum Compensation Policy 6.2
D. Health Care Accountability Policy 6.2
E. Construction Workforce Agreement 6.3
F. First Source Hiring Agreement For Permanent Workforce 6.3
G. Prevailing Wage Policy 6.4
H. Duty of Loyalty 6.4
I. Insurance 6.4
J. Indemnity 6.6
K. Limitations on Contributions 6.6
COMPLIANCE WITH SUCCESSOR AGENCY POLICIES AND PROGRAMS

Each member of the development team responding to this RFP shall acknowledge receipt and understanding of the following contracting requirements and policies and state its ability and willingness to comply with each of them by executing and submitting a Statement of Compliance, included as Attachment 7 to this RFP. Only the development team selected to enter into exclusive negotiations with OCII will be required to submit Attachments 10–16, as detailed below. The various policies Successor Agency anticipates in any ENA or DDA are subject to any policy changes made by the time any ENA or DDA is executed.

A. SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements the Former Agency’s Small Business Enterprise Program (“SBE Program”), which requires the Agency and its contractors to use best efforts to award at least fifty percent (50%) of all contracts to “economically disadvantaged businesses” with the following order of preference: (1) Redevelopment Project Area SBEs, (2) Local SBEs (outside a Project 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 Area SBEs or Local SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-local SBEs. The consultant or consulting firm must make good faith efforts to achieve the goals of the SBE Program, which are 50% SBE participation for professional, personal services, and construction contracts. SBEs must be certified with the City’s Local Business Enterprise Program. Further information on the criteria for determining eligibility is located in Attachment 10.

To comply with the SBE Program, the development team for the RFP should explain how its current or future composition, including consultants or subconsultants, will meet the goals of the SBE Program, as described above and in Attachment 10 to this RFP. For any questions, please contact George Bridges, of OCII’s Contract Compliance Division, George.Bridges@sfgov.org.
COMPLIANCE WITH SUCCESSOR AGENCY PRACTICES AND POLICIES

B. NONDISCRIMINATION IN CONTRACTS & BENEFITS

OCII implements the Former Agency’s policy regarding prohibiting discrimination in contracting, which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners. The developer entity, including each member of such entity, selected to enter into exclusive negotiations with OCII shall complete the Nondiscrimination in Contracts and Benefits form or any other form required by any nondiscrimination policy adopted for OCII at the time any ENA is executed. Entities that have already received certification from the City and County of San Francisco regarding their compliance with the City’s Equal Benefits Ordinance will be deemed in compliance. For further information, see the instructions contained in Attachment 11.

C. MINIMUM COMPENSATION POLICY

OCII implements the Former Agency’s Minimum Compensation Policy that requires the payment of a minimum level of compensation to employees for contractors and/or consultants. The developer entity selected to enter into exclusive negotiations with OCII shall complete the Minimum Compensation Ordinance Declaration, included as Attachment 12) or any other form required by any nondiscrimination policy adopted for OCII at the time any ENA is executed.

D. HEALTH CARE ACCOUNTABILITY POLICY

OCII implements the Former Agency’s Health Care Accountability Policy (“HCAP”), which 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. The developer entity selected to enter into exclusive negotiations with OCII shall complete the HCAP Declaration Form, included as Attachment 13 or any other form required by any nondiscrimination policy adopted for OCII at the time any ENA is executed.
E. CONSTRUCTION WORKFORCE AGREEMENT

OCII adopted a Construction Workforce Policy (the Agreement is included as attachment 14), which establishes a goal of 50 percent participation by San Francisco residents in each contractor's total hours of employment by trade on the Site. Under the Construction Workforce Agreement, the developer agrees, and will require each contractor (regardless of tier), to agree to use good faith efforts to employ San Francisco residents to perform at least 50 percent of the construction work on the Site. The developer and its contractors agree to seek the assistance of the Office of Economic and Workforce Development’s CityBuild program to meet the 50 percent goal. If the contractors fail to meet the 50 percent goal, the General Contractor shall coordinate with CityBuild to remedy the noncompliance.

F. FIRST SOURCE HIRING AGREEMENT FOR PERMANENT WORKFORCE

The Transbay Redevelopment Plan requires OCII to implement programs “that meet or exceed City policies regarding workforce development . . . particularly for economically-disadvantaged San Francisco residents.” Redevelopment Plan, Section 4.1.3 at page 20. The City has several workforce programs requiring commercial development to provide permanent job opportunities for economically-disadvantaged local residents. These programs include the First Source Hiring Program, S.F. Administrative Code Ch. 83, and the Resident Placement and Training Program, S.F. Planning Code, Section 164. In determining compliance with the standards of these programs, OCII will assume the role of the Planning Department and delegate implementation to the Office of Economic and Workforce Development (“OEWD”). OCII anticipates that, as part of the DDA, the Developer will be required to enter into, with OEWD, a First Source Hiring Agreement for Business, Commercial, Operation and Lease Occupancy of the Building, based on the form of agreement included as Attachment 15 to this RFP. The developer will attach First Source Exhibit B and B-1 to all leasing agreements and all tenant contracts for occupancy of the building space and notify OEWD upon execution of such leasing agreements and occupancy contracts. The developer will notify OEWD when a tenant’s contract has been terminated within 10 days after such termination. OEWD will inform tenants of their responsibilities to work with the workforce system for entry-level hiring opportunities through the submission of an Exhibit B-1 Employer Projection of Entry-Level Positions Form. In addition, OCII may also require compliance with Section 164 of the Planning Code, which requires commercial office development in the downtown area to provide employment brokerage services; provided, however, that any agreement required under Section 164 would be between the developer and OCII and OEWD.
G. PREVAILING WAGE POLICY

OCII implements the Former Agency’s Prevailing Wage Policy (see Attachment 16). The successful development team will comply with this Prevailing Wage Policy (or any other form required by any nondiscrimination policy adopted for OCII at the time any ENA is executed) and the State of California’s Department of Industrial Relations’ Prevailing Wage Statutes.

H. DUTY OF LOYALTY

The development team for itself and its contractors may have to agree to abide by the Former Agency’s duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the Former Agency’s Personnel Policy and which states in part the following: “Unless approved in advance in writing by the Agency, no present or former employee, Commissioner or consultant of the Agency shall knowingly act for anyone other than the Agency in connection with any particular matter in which the Agency is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an Agency 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.”

I. INSURANCE

Commencing on the date the Commission approves the ENA and for the life of the Project, the selected development 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 the ENA by the development team members, its agents, representatives, employees, general contractors or subcontractors. The team must provide current certificates of insurance and endorsements as evidence of coverage.
Unless otherwise approved by OCII Staff in their sole discretion, the selected development team must maintain insurance with an insurance company that has an A.M. Best rating of A:VII with at least the following coverages and limits:

- **Commercial General Liability**: $5,000,000 per occurrence for bodily injury, personal injury and property damage. 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 a preferred 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.

- **Automobile Liability**: $1,000,000 per accident for bodily injury and property damage. Policy must list Agency as an additional insured.

- **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.

- **Professional Liability (Errors and Omissions)**: $5,000,000 each claim/$5,000,000 policy aggregate covering all negligent acts, errors and omissions of the development team members, including all architects, engineers and surveyors. Insurance must be maintained and evidence of insurance must be provided for at least ten years after completion of construction.

If the Developer maintains higher limits than the minimums shown above, OCII requires and shall be entitled to coverage for the higher limits maintained by the Developer. Additional types of insurance that may be required by the Successor Agency at a later date include, but are not limited to, latent defects, builder's risk, and performance bonds. The insurance requirements may be modified by OCII Staff in their sole discretion.
J. INDEMNITY

Commencing on the date the Commission approves the ENA and for the life of the Project, the selected development team shall, to the fullest extent allowable by law, hold harmless, defend at its own expense, and indemnify the Successor Agency, the City, 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, including reasonable attorney’s fees, directly or indirectly arising from all acts or omissions to act of the development team or its officers, agents or employees connected with the performance of the ENA and any of the contractor’s development team’s operations or activities related thereto, excluding, however, such liability, claims, losses, damages or expenses arising from Agency’s sole negligence or willful acts.

K. LIMITATIONS ON CONTRIBUTIONS

Each development team member acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Each development team member acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of $50,000 or more. Each development team member further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of its board of directors; its chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent; any subcontractor listed in the bid or contract; and any committee that it sponsors or controls. Additionally, each development team member acknowledges that it must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.
Finally, each development team member agrees to provide to the Successor Agency the names of each member of its board of directors; its chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent; any subcontractor listed in the bid or contract; and any committee that is it sponsors or controls.
SECTION 7

ADDITIONAL TERMS AND CONDITIONS

A. Development Team Expenses 7.1
B. Development Team’s Responsibility 7.1
C. OCII Agency Non-Responsibility 7.1
D. Geotechnical Investigations 7.1
E. Environmental Review Approvals 7.2
F. Right to Modify or Suspend RFP 7.2
G. Claims Against OCII or City 7.2
A. DEVELOPMENT TEAM EXPENSES

Development teams responding to this RFP do so at their own expense. OCII will not reimburse development teams for any costs related to this RFP or subsequent negotiations.

B. DEVELOPMENT TEAM’S RESPONSIBILITY

The development team will be solely responsible for construction of all improvements according to the City 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 site remediation, underground utilities, street lighting, curbs, gutters, street trees and sidewalks. The development team will be solely responsible for all transactional costs and closing requirements, including, but not limited to, title insurance, escrow fees, parcel maps, etc.

C. OCII NON-RESPONSIBILITY

Block 5 will be conveyed to the selected development team in an “as is” condition without warranties. OCII has no obligation to perform any site remediation, 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 prior to conveyance of Block 5 to the Lead Developer.

D. GEOTECHNICAL INVESTIGATIONS

All geotechnical investigations must be conducted by a licensed geotechnical engineer, retained by the development team, to investigate and supervise excavation and recompaction as necessary, which investigations may only occur upon the issuance of a Permit to Enter by OCII or the then-owner of the Site.
E. ENVIRONMENTAL REVIEW APPROVALS

The selected development team will be responsible for conducting all environmental review approvals necessary to move forward with the development of the Site.

F. RIGHT TO MODIFY OR SUSPEND RFP

OCII reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify, suspend, or terminate any and all aspects of the selection process, including, but not limited to this RFP and all or any portion of the developer selection process from the date on which this RFP is issued until the parties approve a DDA; to obtain further information from any respondent; 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; to 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 respondent for exclusive negotiations.

G. CLAIMS AGAINST OCII OR CITY

By responding to this RFP, each member of each development team waives any claim, liability or expense whatsoever against OCII, the City and their 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 abnormalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of OCII or the City, 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.
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ATTACHMENT 1
PRELIMINARY PLATS AND LEGAL DESCRIPTIONS OF PARCELIZATION

EXHIBIT “A”
AB 3718 – N1
LEGAL DESCRIPTION


COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF MAIN STREET WITH THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE ALONG SAID NORTHWESTERLY LINE OF HOWARD STREET, SOUTH 46°18’10” WEST 92.41 FEET, TO THE MOST EASTERY CORNER OF SAID CO-OP PARCEL N’, THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF HOWARD STREET, SOUTH 46°18’10” WEST 136.77 FEET TO THE MOST EASTERY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN THE GRANT DEED FROM CA-195 BEALE STREET LIMITED PARTNERSHIP TO BEALE ASSOCIATES NF L.P., RECORDED JULY 28, 2005 IN OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2005-H998995-00; THENCE ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS, NORTH 43°41’50” WEST 57.50 FEET, TO THE MOST NORTHERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS, SOUTH 46°18’10” WEST 45.83 FEET, TO THE MOST WESTERLY CORNER THEREOF; THENCE ALONG THE NORTHEASTERLY LINE OF BEALE STREET, NORTH 43°41’50” WEST 116.50 FEET, TO A LINE PARALLEL WITH AND DISTANT 174.00 FEET NORTHWESTERLY, AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE LEAVING THE NORTHEASTERLY LINE OF BEALE STREET AND RUNNING PARALLEL WITH THE NORTHWESTERLY LINE OF HOWARD STREET, NORTH 46°18’10” EAST 138.72 FEET, TO THE NORTHEASTERLY LINE OF SAID CO-OP PARCEL N’; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID CO-OP PARCEL N’, SOUTH 65°41’41” EAST 32.85 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 448.59 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A SUBTENDED ARC OF 9°37’15” A DISTANCE OF 75.33 FEET TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 420.00 FEET, THROUGH A SUBTENDED ARC OF 9°52’16” A DISTANCE OF 72.37 FEET, TO THE POINT OF BEGINNING.


COMPRISING 26,336 SQUARE FEET, MORE OR LESS.

PREPARED ENTIRELY FROM RECORD DATA BY:
PRELIMINARY

TODD A. TILLOTSON, PLS 8593
LICENSE EXPIRES 12/31/15

DATE: ____________________________
EXHIBIT “A”
AB 3718 – PARCEL M1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS DESIGNATED AS CO-OP PARCEL M IN DIRECTOR’S DEED NUMBER DK-012860-01-01, RECORDED NOVEMBER 5, 2008, IN REEL 1675 OF OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO, AT IMAGE 0524, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF MAIN STREET WITH THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE ALONG SAID NORTHWESTERLY LINE OF HOWARD STREET, SOUTH 46°18’10” WEST 61.77 FEET, TO THE MOST SOUTHERLY CORNER OF SAID CO-OP PARCEL M; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID CO-OP PARCEL M, NORTH 40°45’00” WEST 174.23 FEET, TO A LINE PARALLEL WITH AND DISTANT 174.00 FEET NORTHWESTERLY, AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE ALONG SAID PARALLEL LINE NORTH 46°18’10” EAST 52.80 FEET, TO THE SOUTHWESTERLY LINE OF MAIN STREET; THENCE ALONG SAID SOUTHWESTERLY LINE OF MAIN STREET, SOUTH 43°41’50” EAST 174.00 FEET, TO THE POINT OF BEGINNING.


COMPRISING 9,967 SQUARE FEET, MORE OR LESS.

PREPARED ENTIRELY FROM RECORD DATA BY:

PRELIMINARY

TODD A. TILLOTSON, PLS 8593
LICENSE EXPIRES 12/31/15

DATE: ___________________________
PLAT TO ACCOMPANY LEGAL DESCRIPTION
EXHIBIT "B"

MISSION STREET
(82.5' WIDE)

N46°18'10"E  275.01' (T)

ASSESSOR'S BLOCK
3718

HOWARD STREET

PARCEL #1
PROPOSED
8,967.21 S.F.

52.80'

61.77'

PLOB PARCEL "M1"

1"=80'
EXHIBIT “A”
AB 3718 – N3
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS DESIGNATED AS CO-OP PARCEL N’ IN DIRECTOR’S DEED NUMBER DK-012857-01-01, RECORDED AUGUST 9, 2010, IN OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 2010-J017196, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF BEALE STREET WITH THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE ALONG SAID NORTHEASTERLY LINE OF BEALE STREET, NORTH 43°41’50” WEST 367.67 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF BEALE STREET, NORTH 43°41’50” WEST 182.66 FEET, TO THE SOUTHEASTERLY LINE OF MISSION STREET; THENCE ALONG SAID SOUTHEASTERLY LINE OF MISSION STREET, NORTH 46°18’10” EAST 6.71 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE OF MISSION STREET, SOUTH 43°41’50” EAST 4.50 FEET TO THE MOST WESTERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED AS PARCEL 1 IN THE SPECIAL WARRANTY DEED FROM PACIFIC GATEWAY REALTY CORPORATION TO SHELI Z. ROSENBERG, RECORDED APRIL 30, 1997 IN OFFICIAL RECORDS OF THE COUNTY OF SAN FRANCISCO UNDER DOCUMENT NO. 97-G154919-00; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, BEING ALSO THE NORTHEASTERLY LINE OF SAID CO-OP PARCEL N’, FROM A TANGENT BEARING OF SOUTH 51°42’56” EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 570.08 FEET, THROUGH A SUBTENDED ARC OF 13°58’45” A DISTANCE OF 139.09 FEET; THENCE SOUTH 65°41’41” EAST 47.61 FEET, TO A LINE PARALLEL WITH AND DISTANT 367.67 FEET NORTHWESTERLY, AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE ALONG SAID PARALLEL LINE SOUTH 46°18’10” WEST 60.47 FEET, TO THE POINT OF BEGINNING.


COMPRISING 5,221 SQUARE FEET, MORE OR LESS.

PREPARED ENTIRELY FROM RECORD DATA BY:

PRELIMINARY

TODD A. TILLOTSON,  PLS 8593
LICENSE EXPIRES 12/31/15

DATE: ____________________________
EXHIBIT “A”
AB 3718 – NATOMAS
LEGAL DESCRIPTION


COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF BEALE STREET WITH THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE ALONG SAID NORTHEASTERLY LINE OF BEALE STREET, NORTH 43°41’50” WEST 174.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF BEALE STREET, NORTH 43°41’50” WEST 35.00 FEET, TO A LINE PARALLEL WITH AND DISTANT 209.00 FEET NORTHWESTERLY, AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE ALONG SAID PARALLEL LINE NORTH 46°18’10” EAST 124.58 FEET, TO THE NORTHEASTERLY LINE OF SAID CO-OP PARCEL N’; THENCE ALONG SAID NORTHEASTERLY LINE OF CO-OP PARCEL N’, SOUTH 65°41’41” EAST 37.75 FEET, TO A LINE PARALLEL WITH AND DISTANT 174.00 FEET NORTHWESTERLY, AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF HOWARD STREET; THENCE ALONG SAID PARALLEL LINE, SOUTH 46°18’10” WEST 138.72 FEET, TO THE POINT OF BEGINNING.


COMPRISING 4,608 SQUARE FEET, MORE OR LESS.

PREPARED ENTIRELY FROM RECORD DATA BY:

PRELIMINARY

TODD A. TILLOTSON,  PLS 8593
LICENSE EXPIRES 12/31/15

DATE: ____________________________
3.5 ZONE ONE DEVELOPMENT PLAN

3.51 Open Space and Street Layout
The Zone One Plan Map illustrates the open space to be provided and street layout in Zone One. Clementina, Tehama and Natoma Streets shall be extended to create new streets in Zone One. A new public park shall be created in Zone One between Clementina, Tehama, Main and Beale Streets.

3.5.2 Height and Size of Buildings
The Zone One Plan Map illustrates the heights for buildings in Zone One, and the table and text below illustrate the heights and floor plate sizes permitted for residential buildings in Zone One.

### Maximum Floor Plates for Residential Buildings

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For residential towers above 500 feet in total height, the average floor plate size of the portion of the tower above 350 feet must not exceed 12,000 square feet.

The bulk controls for residential buildings prescribed in this section have been carefully considered in relation to the objectives and policies for Zone One of the Project Area. The maximum average floor plate size above 350 feet for residential towers with heights of 501-550 feet has been written to conform to the San Francisco Downtown Area Plan. There may be some exceptional cases in which the maximum average floor plate above 350 feet for residential towers with heights of 501-550 feet could be permitted to be exceeded. The Agency Commission may approve exceptions to this control provided that the project sponsors demonstrate that all of the design guidelines for towers in the Development Controls and Design Guidelines are incorporated into the tower design. In no case shall residential tower floor plates exceed 13,000 square feet.

For general office buildings in Zone One, the maximum floor plate sizes shall be those permitted by the Planning Code as it now exists or as it may be amended from time to time in the future for the C-3-O District (Downtown Office), including Sections 270 (Bulk Limits: Measurement) and 272 (Bulk Limits: Special Exceptions in C-3 Districts).
3.5.3 Type and Number of Buildings

Zone One of the Project Area shall be developed with a mix of tower, mid-rise, podium, and townhouse buildings. Each block of Zone One shown on the Zone One Plan Map shall have no more than one tower with a height greater than 250 feet, if heights of greater than 250 feet are permitted on the block. In addition, any buildings other than the tower on Block 5 in Zone One shall be set back a minimum of 20 feet from the Block 5 tower.
Transbay Joint Powers Authority

Block 5 Tower

Structure-Soil-Structure Interaction with the Transbay Transit Center

Rev A | August 22, 2013

This report takes into account the particular instructions and requirements of our client.
It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

Job number 123456

Arup North America Ltd
560 Mission Street
Suite 700
San Francisco 94105
United States of America
www.arup.com
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Figure 1 Plan view of the Transbay Redevelopment Project Area
Figure 2 East-west cross section through Block 5 Tower and TTC
Figure 3 Baseline Case: No Tower Model
Figure 4 LS-DYNA model showing Block 5 tower and its basement located 5ft from the shoring wall of TTC
Figure 5 Lateral stresses in soil layer between basements with No tower case (left) and light steel tower case (right)

Appendices

Appendix A
Structure-Soil-Structure Interaction Analysis Results
Executive Summary

The Transbay Joint Powers Authority (TJPA) commissioned this study to determine whether additional site constraints should be included in the Request for Proposal (RFP) for the Block 5 parcel. The purpose of additional site constraints is to minimize the effects of seismic loading (considering GSL-2 earthquake intensity) of the Block 5 Tower and parking garage substructure construction upon the extension of the Transbay Transit Center (TTC) that will be constructed after Block 5. The shoring wall of the TTC will be installed as a continuation of the existing shoring wall flanking the extension to Natoma Street.

We studied two conceptual design options for a potential 550’ tall Block 5 Tower following the developable program for the site: heavy reinforced concrete framing and light steel framing. A three level parking garage, approximately 28’ deep, has been assumed. Shoring walls for the Block 5 basement were assumed to extend approximately 68’ below ground surface.

The results of our study indicate that the northern shoring wall and basement of the Block 5 Tower may be constructed as close as 5’ from the TTC shoring wall (i.e. 5’ gap of soil) without negatively impacting the performance of the TTC in an earthquake. In most cases, the Block 5 Tower has a beneficial effect in reducing the earthquake demands on the TTC because the Tower piled mat foundation provides additional lateral support to the TTC. In some cases, the Block 5 tower induces higher demands on the TTC relative to the baseline case (no Block 5 Tower) but we believe that the design of the TTC trainbox can accommodate such demands (to be confirmed with the structural engineer of the TTC).

It follows that there are the following technical constraints which must be addressed in the RFP for a future Block 5 development:

1. The Block 5 Tower foundation shall comprise a piled mat, with piles of sufficient length to control settlement and an appropriate factor of safety on capacity.
2. No more than 20% of the net static building load shall be taken by the mat.
3. The location of the northern shoring wall for the parking garage substructure shall be no closer than 5’ from the TTC shoring wall.
4. The piles of the Block 5 Tower foundation shall be no closer than the property setback line which is approximately 37’ from the TTC shoring wall.
5. The average net pressure at the underside of the mat is limited to 2 ksf within approximately 50’ from the northern shoring wall of the Block 5 basement. In calculating average net pressure, a hydrostatic water pressure profile shall be assumed below +8’ NAVD88.
6. The bottom of the Block 5 Tower basement excavation shall be no lower than the bottom of the TTC basemat.
In addition, the developer is responsible for the following should they be awarded the contract:

1. The sufficiently progressed design of the Block 5 Tower and foundation shall be justified by a detailed Structure-Soil-Structure Interaction (SSSI) analysis and submitted to the TJPA for approval. The analysis must show that the performance objectives of the TTC are not compromised in a rare earthquake event.

2. The SSSI analysis may be used, with approval from TJPA, to justify any exceptions taken to the above RFP constraints.

3. The gravity and seismic performance criteria of the TTC in the temporary excavated condition shall not be compromised by the Block 5 Tower excavation. To satisfy the seismic requirements, a detailed SSSI analysis considering a 100 year return period earthquake should be considered.

In addition, our results suggest that a lighter tower may be the most effective in minimizing any negative impact on the TTC.

1 Site Location and Zoning Configuration

The Block 5 parcel is located adjacent to the TTC on the south side and at the east end of the trainbox extension. Figure 1 shows a plan view of the Transbay Redevelopment Project Area.
The site is zoned for a 550’ tall office tower which is likely to be located towards the southeast quadrant of the parcel to meet the requirements of the Transbay Re-Development Design Guidelines. We assumed that the Block 5 Tower footprint is restricted to 120’ x 105’, centered within the Tower Parcel such that the face of the Tower and closest pile are located approximately 50’ from the TTC shoring wall. Note that while we assumed 50’ for the analysis, we believe that the piles could be located as close as the property setback line without compromising the performance of the TTC. This is reflected in our technical constraints provided in the Executive Summary.

The basement footprint is approximately 187’ x 115’. This encompasses the entire area of the Tower portion of the parcel in the east-west direction and extends from the southern Block 5 property line to 5’ from the TTC shoring wall in the north-south direction. Figure 2 shows an indicative section through the Block 5 Tower and basement and the adjacent TTC. Note that we assumed the basement of the Block 5 Tower is three levels, with one level for taxi staging and two levels for parking.

We understand that the Successor Agency to the San Francisco Redevelopment Agency has recently modified some of the requirements in the Transbay Re-Development Design Guidelines to allow larger office floor footprints. This will likely not affect the results of this study but the exact geometry and tower massing should be incorporated into any future study.

Figure 2  East-west cross section through Block 5 Tower and TTC
1.1 Soil Profile

For the purposes of the analysis, we used soil properties from the closest existing borehole for which we have data. Site subsurface conditions were evaluated based on borehole TTB-20 and soil parameters were determined from Base Case East of the excavation analysis for the Transbay Transit Center.

Table 1 shows the layer thicknesses of the soils identified in the borehole.

<table>
<thead>
<tr>
<th>Layer</th>
<th>Depth at top of layer (ft)</th>
<th>Thickness (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fill above water line</td>
<td>0</td>
<td>13.0</td>
</tr>
<tr>
<td>Fill below water line</td>
<td>13.0</td>
<td>6.5</td>
</tr>
<tr>
<td>Bay Mud</td>
<td>19.5</td>
<td>24.5</td>
</tr>
<tr>
<td>Marine Sands</td>
<td>44.0</td>
<td>24.0</td>
</tr>
<tr>
<td>Lower Bay Mud</td>
<td>68.0</td>
<td>12.0</td>
</tr>
<tr>
<td>Lower Marine Sands</td>
<td>80.0</td>
<td>4.0</td>
</tr>
<tr>
<td>Old Bay Clay 1</td>
<td>84.0</td>
<td>61.0</td>
</tr>
<tr>
<td>Old Bay Clay 2</td>
<td>145.0</td>
<td>27.0</td>
</tr>
<tr>
<td>Bedrock</td>
<td>172.0</td>
<td>–</td>
</tr>
</tbody>
</table>

2 Block 5 Tower and Foundation

We assumed that the Block 5 Tower would be either a heavy concrete tower or a lighter steel structure. It is zoned for 550’ tall which we assumed equivalent to approximately 50 stories for the purposes of obtaining the dynamic properties of the Tower.

2.1 Heavy Concrete Tower

The heavy concrete tower was assumed to weigh approximately 169,000 kips. We calculated that 36 seven foot diameter concrete piles drilled approximately 8’ into bedrock would be required to control settlements.

The first three modes of the heavy tower are assumed to be approximately 3.9 sec, 0.9 sec, and 0.4 sec

2.2 Light Steel Tower

The light steel tower was assumed to weigh approximately 82,000 kips. The light steel tower has the benefit that 36 seven foot diameter concrete piles could control settlements without having to be drilled into bedrock. For the purposes of the
analysis, we assumed that the tips of the concrete shafts were 5’ higher than the bedrock elevation (i.e. total pile length is approximately 136’).

The first three modes of the light tower are assumed to be approximately 4.4 sec, 1.0 sec, and 0.5 sec

2.3 Pile Design

The depth of excavation was assumed as 36’ below current grade. A deep foundation system would be necessary because of the magnitude of the previously mentioned loads. It was assumed that thirty six 7-foot diameter cast-in-drilled-hole (CIDH) piles would be used. This assumption is based on the proven method and successful installation of the buttress shafts adjacent to 301 Mission Tower, which were 7-foot diameter rock-socketed CIDH shafts. Using the above assumptions, the required pile length was estimated based on strength capacity and settlement performance. We assumed that 80% of the loads (including the weight of the basement) were carried by the piles. The analysis did not account for buoyancy effects or downdrag.

Capacity was the controlling case for the lightweight steel tower; the required pile length for a factor of safety of 2.0 was estimated to be approximately 125’.

In the case of the heavy concrete tower, the settlements would be unacceptable if the piles were left short of bedrock. The compressibility of the bedrock was taken from the consolidation testing performed on the mélange matrix of the Franciscan Complex for the Caltrain Downtown Extension geotechnical investigation. Based on this methodology, the required pile length for the heavy concrete tower was estimated to be 141’ with the pile tips socketed 8’ into bedrock. The Franciscan Complex bedrock underlying the site was analyzed as an intermediate geo-material (IGM) as outlined in the FHWA manual, but it should be noted that a thorough site investigation will be necessary to characterize the engineering properties of bedrock due to its high variability.

2.4 Basement and Shoring Wall Properties

We assumed that the basement walls are 2’ thick and the basement mat is 8’ thick. The ground floor is 16” thick and the intermediate basement levels are 12” thick.

The 36 seven-foot diameter concrete piles are only located within the Block 5 Tower footprint and are placed in a 6 x 6 pattern approximately 17.5’ on center in the east-west direction and 20’ on center in the north-south direction. We assumed that tie-downs were not required beneath the part of the basement outside of the footprint of the Block 5 Tower.

We assumed that the shoring walls of the Block 5 Tower extend 68’ below ground surface and are 2’ thick.
3 TTC Structure and Foundation

At the far east end of the TTC adjacent to the Block 5 parcel, only an extension of the TTC trainbox is present; the TTC superstructure does not exist. Tie-downs are required to hold down the trainbox throughout the TTC due to buoyancy effects, and especially so in the absence of the superstructure.

We also assumed that the basement concrete moment frames, shoring walls, trainbox walls, floor thicknesses and basemat thickness for the extension are the same as the rest of the trainbox (under the superstructure).

4 Structure-Soil-Structure Interaction Analysis (SSSI)

We constructed a nonlinear dynamic analysis model in LS-DYNA to assess the impact of the Block 5 Tower and basement on the TTC under static and earthquake loads. While the model is constructed using 3D solid elements, the analysis is effectively a 2D plane strain analysis. The out-of-plane width is 35’, which is equal to a third of the tower’s footprint.

To assess the earthquake-induced demands of the Block 5 Tower on the TTC, we considered three earthquake ground motions developed for the bedrock at the TTC to represent GSL-2 intensity level (governed by either a 975-year return period or deterministic scenario on the San Andreas fault).

We understand that a tunnel will connect the TTC trainbox to the basement of the Block 5 Tower. We assume that the tunnel will not provide a rigid connection and we therefore did not model it.

4.1 Baseline Case: TTC Only

The baseline case included an analysis of the TTC trainbox in the absence of the Block 5 Tower and basement. Figure 3 shows an image of the LS-DYNA model, which includes a representative slice through the TTC trainbox next to the Block 5 parcel.
First, a construction sequence analysis of the excavation is performed to obtain the static drifts/displacements and tie-down forces, considering drainage where appropriate. Since the soil pressures are balanced on either side of the trainbox, no shear forces arise in the trainbox.

Next, we applied the GSL-2 earthquake accelerations to the bedrock which are propagated up through the soil profile. The resulting demands on the TTC are compared to the demands in the presence of the Block 5 Tower in Appendix A.

### 4.2 Block 5 Tower Cases

We included the Block 5 Tower and basement in the LS-DYNA model as described in Section 1 and Section 2. Figure 4 shows an image of the LS-DYNA model.
Since the Block 5 Tower is expected to be completed before the TTC trainbox extension, the Block 5 basement and Tower are present in the LS-DYNA model before the construction sequence analysis of the TTC commences. We then followed the same methodology described above in Section 4.1 and determined the resulting static and seismic-induced drifts and forces on the TTC for comparison to the baseline case.

5 Results and Discussion

The analysis results for the three ground motions are presented in Appendix A. The shear forces, overturning moments, and drift demands on the TTC trainbox are generally lower in the presence of the Block 5 Tower. In other words, the construction of the Block 5 Tower and basement is generally beneficial in reducing the demands on the TTC because it provides lateral restraint to the TTC. The gravity-induced drifts on the south side of the TTC demonstrate the restraining effect of the Block 5 Tower basement. Figure 5 shows this effect for one of the ground motions where larger compressive stresses are developed in the soil when the Block 5 Tower basement is present.

The presence of a velocity pulse in one of the motions (Arcelik) results in higher shear force demands and interstory drift demands in the TTC when the Block 5 Tower is present though the effects are negligible if the lighter tower is used. Note that the Arcelik motion contains a pulse which produces a response spectrum that is much higher than the target spectrum at the pulse period which approximately coincides with the first mode of the Tower. This results in significantly larger overturning moments at the base of the Block 5 Tower. In either case, we believe that the demands may be accommodated with little modification to the design of
the trainbox lateral system (to be confirmed with the structural engineer of the TTC), though the heavy tower is clearly responsible for inducing greater demands.

Figure 5  Lateral stresses in soil layer between basements with No tower case (left) and light steel tower case (right)

We also performed a sensitivity analysis which showed that increasing the gap distance from 5’ to 10’ resulted in less beneficial reduction in demands. These results are also presented in Appendix A.

We also studied the effect of the ‘rigid’ end walls at the eastern end of the TTC trainbox and the interaction with end wall of the Block 5 basement by adding a wall to one side of the LS-DYNA model. Note that this likely provides an upper bound stiffness estimate. This analysis showed that although the shear force demands decreased due to the presence of the Block 5 Tower, the overturning moment and drift demands were generally similar to the No Tower case.

Finally, the effective stresses at the underside of the Block 5 Tower mat under gravity loads are presented. These are below 2ksf within approximately 50’ from the shoring walls which indicates that the Tower loads do not significantly increase the lateral pressures on the shoring walls.
Appendix A

Structure-Soil-Structure Interaction Analysis Results
A1 Results of SSSI with 5’ Gap

The resulting demands on the TTC trainbox for the three different ground motions considering three scenarios (no Tower, heavy Tower, and light Tower) are presented in the following tables. Note that Level B2 is the bottom level of the TTC trainbox and Level B1 is the upper level of the TTC trainbox. The shear and overturning moments are from cut sections through the columns and the trainbox walls over the full width of the model (35’).

We provided additional information for the Hector Mine motion only at the request of the TTC structural engineer. We chose Hector Mine because it produced the highest shear demands in the TTC basement in the No Tower case relative to the other earthquakes studied.

A1.1 Erzincan Motion

Table A-1 TTC Seismic Force and Moment Demands for Erzincan

<table>
<thead>
<tr>
<th>Level</th>
<th>Shear Force (kips)</th>
<th>Overturning Moment (kip-ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Tower</td>
<td>Heavy Tower</td>
</tr>
<tr>
<td>B1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,131</td>
<td>526</td>
</tr>
<tr>
<td>B2</td>
<td>1,036</td>
<td>717</td>
</tr>
</tbody>
</table>

Table A-2 TTC Interstory Drift Demands (%) for Erzincan

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Load Case</th>
<th>Level B2</th>
<th>Level B1</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Tower</td>
<td>Gravity</td>
<td>0.03</td>
<td>0.03</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td>0.00</td>
<td>0.02</td>
<td></td>
</tr>
<tr>
<td>Light Tower</td>
<td>0.05</td>
<td>0.02</td>
<td></td>
</tr>
<tr>
<td>No Tower</td>
<td>Seismic</td>
<td>0.42</td>
<td>0.54</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td>0.27</td>
<td>0.32</td>
<td></td>
</tr>
<tr>
<td>Light Tower</td>
<td>0.16</td>
<td>0.31</td>
<td></td>
</tr>
<tr>
<td>No Tower</td>
<td>Total</td>
<td>0.45</td>
<td>0.57</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td>0.27</td>
<td>0.34</td>
<td></td>
</tr>
<tr>
<td>Light Tower</td>
<td>0.20</td>
<td>0.33</td>
<td></td>
</tr>
</tbody>
</table>
A1.2 Hector Mine Motion

Table A-3 TTC Seismic Force and Moment Demands for Hector Mine

<table>
<thead>
<tr>
<th>Level</th>
<th>Shear Force (kips)</th>
<th>Overturning Moment (kip-ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Tower</td>
<td>Heavy Tower</td>
</tr>
<tr>
<td>B1</td>
<td>1,494</td>
<td>722</td>
</tr>
<tr>
<td>B2</td>
<td>1,203</td>
<td>707</td>
</tr>
</tbody>
</table>

Table A-4 TTC Interstory Drift Demands (%) for Hector Mine

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Load Case</th>
<th>Level B2</th>
<th>Level B1</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Tower</td>
<td>Gravity</td>
<td>0.03</td>
<td>0.03</td>
</tr>
<tr>
<td>Heavy</td>
<td></td>
<td>0.00</td>
<td>0.02</td>
</tr>
<tr>
<td>Light</td>
<td></td>
<td>0.05</td>
<td>0.02</td>
</tr>
<tr>
<td>No Tower</td>
<td>Seismic</td>
<td>0.49</td>
<td>0.68</td>
</tr>
<tr>
<td>Heavy</td>
<td></td>
<td>0.32</td>
<td>0.41</td>
</tr>
<tr>
<td>Light</td>
<td></td>
<td>0.16</td>
<td>0.37</td>
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<tr>
<td>No Tower</td>
<td>Total</td>
<td>0.52</td>
<td>0.71</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td></td>
<td>0.32</td>
<td>0.43</td>
</tr>
<tr>
<td>Light Tower</td>
<td></td>
<td>0.21</td>
<td>0.39</td>
</tr>
</tbody>
</table>

Tables A-5 and A-6 provide the out-of-plane shear forces and weak-axis bending moments along the height of the TTC trainbox wall nearest the Block 5 Tower for the three scenarios.

Table A-5 Forces in TTC Trainbox Wall Nearest Tower under Gravity + Seismic

<table>
<thead>
<tr>
<th>Level</th>
<th>Out-of-Plane Shear Force (kips/foot width)</th>
<th>Weak Axis Bending Moment (kip-ft/foot width)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Tower</td>
<td>Heavy Tower</td>
</tr>
<tr>
<td>B1 at Ground Level</td>
<td>13</td>
<td>20</td>
</tr>
<tr>
<td>B1 at Mid-Height</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>B1 at Lower Concourse</td>
<td>25</td>
<td>23</td>
</tr>
<tr>
<td>B2 at Lower Concourse</td>
<td>41</td>
<td>31</td>
</tr>
<tr>
<td>B2 at Mid-Height</td>
<td>7</td>
<td>5</td>
</tr>
<tr>
<td>B2 at Basemat</td>
<td>31</td>
<td>32</td>
</tr>
</tbody>
</table>
Table A-6  Forces in TTC Trainbox Wall Nearest Tower under Gravity Only

<table>
<thead>
<tr>
<th>Level</th>
<th>Out-of-Plane Shear Force (kips/foot width)</th>
<th>Weak Axis Bending Moment (kip-ft/foot width)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Tower</td>
<td>Heavy Tower</td>
</tr>
<tr>
<td>B1 at Ground Level</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>B1 at Mid-Height</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>B1 at Lower Concourse</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>B2 at Lower Concourse</td>
<td>27</td>
<td>24</td>
</tr>
<tr>
<td>B2 at Mid-Height</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>B2 at Basemat</td>
<td>22</td>
<td>19</td>
</tr>
</tbody>
</table>

Tables A-7 and A-8 provide the axial forces in the three slab levels in the TTC at locations adjacent to the trainbox wall nearest the tower. Figure A-1 shows the locations of the section cuts used to determine the diaphragm forces for the three tower scenarios.

Figure A-1 TTC Diaphragm Force Section Cuts

Table A-7  Forces in TTC Slabs Nearest Tower under Gravity + Seismic

<table>
<thead>
<tr>
<th>Level</th>
<th>Axial Force (kips)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Tower</td>
</tr>
<tr>
<td>Ground Level</td>
<td>326</td>
</tr>
<tr>
<td>Lower Concourse</td>
<td>2,494</td>
</tr>
<tr>
<td>Basemat</td>
<td>3,528</td>
</tr>
</tbody>
</table>
Table A-8  Forces in TTC Slabs Nearest Tower under Gravity Only

<table>
<thead>
<tr>
<th>Level</th>
<th>No Tower</th>
<th>Heavy Tower</th>
<th>Light Tower</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Level</td>
<td>118</td>
<td>171</td>
<td>182</td>
</tr>
<tr>
<td>Lower Concourse</td>
<td>2,315</td>
<td>2,251</td>
<td>2,321</td>
</tr>
<tr>
<td>Basemat</td>
<td>2,124</td>
<td>1,827</td>
<td>1,956</td>
</tr>
</tbody>
</table>

A1.3 Arcelik Motion

Table A-9  TTC Seismic Force and Moment Demands for Arcelik

<table>
<thead>
<tr>
<th>Level</th>
<th>Shear Force (kips)</th>
<th>Overturning Moment (kip-ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Tower</td>
<td>Heavy Tower</td>
</tr>
<tr>
<td>B1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,235</td>
<td>1,541</td>
</tr>
<tr>
<td>B2</td>
<td>1,038</td>
<td>1,135</td>
</tr>
</tbody>
</table>

Table A-10 TTC Interstory Drift Demands (%) for Arcelik

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Load Case</th>
<th>Level B2</th>
<th>Level B1</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Tower</td>
<td>Gravity</td>
<td>0.03</td>
<td>0.03</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td></td>
<td>0.00</td>
<td>0.02</td>
</tr>
<tr>
<td>Light Tower</td>
<td></td>
<td>0.05</td>
<td>0.02</td>
</tr>
<tr>
<td>No Tower</td>
<td>Seismic</td>
<td>0.43</td>
<td>0.55</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td></td>
<td>0.50</td>
<td>0.62</td>
</tr>
<tr>
<td>Light Tower</td>
<td></td>
<td>0.28</td>
<td>0.52</td>
</tr>
<tr>
<td>No Tower</td>
<td>Total</td>
<td>0.46</td>
<td>0.58</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td></td>
<td>0.50</td>
<td>0.64</td>
</tr>
<tr>
<td>Light Tower</td>
<td></td>
<td>0.33</td>
<td>0.54</td>
</tr>
</tbody>
</table>

A2  Results of SSSI with 10’ gap

We repeated the analysis using only the Erzincan motion utilizing a 10’ gap between the face of shoring walls. The results generally show less benefit in reducing the demands when the Block 5 Tower basement is set back further.
Table A-11 TTC Seismic Force and Moment Demands for 10’ gap

<table>
<thead>
<tr>
<th>Level</th>
<th>Shear Force (kips)</th>
<th>Overturning Moment (kip-ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Tower</td>
<td>Heavy Tower</td>
</tr>
<tr>
<td>B1</td>
<td>1,131</td>
<td>620</td>
</tr>
<tr>
<td>B2</td>
<td>1,036</td>
<td>775</td>
</tr>
</tbody>
</table>

Table A-12 TTC Interstory Drift Demands for 10’ gap (%)

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Load Case</th>
<th>Level B2</th>
<th>Level B1</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Tower</td>
<td>Gravity</td>
<td>0.03</td>
<td>0.03</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td>Seismic</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Light Tower</td>
<td></td>
<td>0.05</td>
<td>0.03</td>
</tr>
<tr>
<td>No Tower</td>
<td>Seismic</td>
<td>0.42</td>
<td>0.54</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td></td>
<td>0.30</td>
<td>0.37</td>
</tr>
<tr>
<td>Light Tower</td>
<td></td>
<td>0.17</td>
<td>0.35</td>
</tr>
<tr>
<td>No Tower</td>
<td>Total</td>
<td>0.45</td>
<td>0.57</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td></td>
<td>0.30</td>
<td>0.37</td>
</tr>
<tr>
<td>Light Tower</td>
<td></td>
<td>0.22</td>
<td>0.38</td>
</tr>
</tbody>
</table>

A3 Results of SSSI with the End Walls

We repeated the analysis using the Erzincan ground motion with end walls added to the eastern end of the trainbox as well as the Block 5 Tower basement. In general the shear force demands on the TTC moment frames and end wall decreased. The overturning moment demands on the TTC moment frames and the interstory drift demands were similar to the No Tower case.

Table A-13 TTC Seismic Force and Moment Demands in the presence of the end walls

<table>
<thead>
<tr>
<th>Level</th>
<th>Shear Force (kips)</th>
<th>Overturning Moment (kip-ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No Tower</td>
<td>Heavy Tower</td>
</tr>
<tr>
<td>B1</td>
<td>323</td>
<td>243</td>
</tr>
<tr>
<td>B2</td>
<td>623</td>
<td>427</td>
</tr>
</tbody>
</table>
Table A-14 TTC End Wall Seismic Force and Moment Demands

<table>
<thead>
<tr>
<th>Level</th>
<th>End Wall Shear Force (kips)</th>
<th>No Tower</th>
<th>Heavy Tower</th>
<th>Light Tower</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>1,093</td>
<td>885</td>
<td>762</td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>3,402</td>
<td>3,385</td>
<td>2,886</td>
<td></td>
</tr>
</tbody>
</table>

Table A-15 TTC Interstory Drift Demands in the presence of the end walls (%)

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Load Case</th>
<th>Level B2</th>
<th>Level B1</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Tower</td>
<td>Gravity</td>
<td>0.02</td>
<td>0.01</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td>Gravity</td>
<td>0.01</td>
<td>0.01</td>
</tr>
<tr>
<td>Light Tower</td>
<td>Gravity</td>
<td>0.04</td>
<td>0.01</td>
</tr>
<tr>
<td>No Tower</td>
<td>Seismic</td>
<td>0.05</td>
<td>0.05</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td>Seismic</td>
<td>0.06</td>
<td>0.06</td>
</tr>
<tr>
<td>Light Tower</td>
<td>Seismic</td>
<td>0.04</td>
<td>0.03</td>
</tr>
<tr>
<td>No Tower</td>
<td>Total</td>
<td>0.06</td>
<td>0.05</td>
</tr>
<tr>
<td>Heavy Tower</td>
<td>Total</td>
<td>0.07</td>
<td>0.06</td>
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<tr>
<td>Light Tower</td>
<td>Total</td>
<td>0.08</td>
<td>0.05</td>
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</tbody>
</table>

A4 Effective Soil Stress Beneath the Block 5 Tower Mat Under Gravity

The effective vertical stress contours at the underside of the mat foundation under gravity loads only is shown in Figure A-2. The stress contour values are presented in ksf. The contour plot on top of the figure is for the heavy concrete tower while the plot on the bottom shows the results for the light steel tower. The results indicate that the bearing pressures at the underside of the mat are smaller than 2ksf at all locations within approximately 50ft from the TTC shoring wall.
Figure A-2 The effective soil vertical stress beneath Block 5 tower’s mat foundation under gravity. Heavy concrete tower (Top), Light Steel tower (Bottom).
Responses to the RFP will only be accepted from registered development teams. If all development team members are not known at the time of registration, the registration form must include, at a minimum, the developer. Please use additional pages as necessary.

### DEVELOPER

Name: 
Address: 
Contact Person: 
Phone: 
Fax: 
E-mail: 

### ARCHITECT

Name: 
Address: 
Contact Person: 
Phone: 
Fax: 
E-mail: 

### WORKFORCE AND CONTRACTING CONSULTANT (IF APPLICABLE)

Name: 
Address: 
Contact Person: 
Phone: 
Fax: 
E-mail: 
PART I. REDEVELOPER’S STATEMENT

If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: __________________________________________________________

   b. Address and ZIP Code of Redeveloper: ___________________________________________

   __________________________________________

   c. EIN Number of Redeveloper: ____________________________________________________

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

   in _______________________________________________________

   (Name of Urban Renewal or Redevelopment Project Area)

   in the City of San Francisco, State of California, is described as follows1

3. If the Redeveloper is not an individual doing business under his/her own name, the Redeveloper has the status indicated below and is organized or operating under the laws of:

   - [ ] A corporation
   - [ ] A nonprofit or charitable institution or corporation
   - [ ] A partnership known as _______________________________________________________
   - [ ] A business association or a joint venture known as ________________________________
   - [ ] A limited liability company known as ____________________________________________
   - [ ] A Federal, State, or local government or instrumentality thereof.
   - [ ] Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

---

1 Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.
5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock,2

b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.

c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.

e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address + Zip Code</th>
<th>Position Title (if any)</th>
<th>Percent of Interest or Description of Character and Extent of Interest</th>
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<tbody>
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2 If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.
6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

<table>
<thead>
<tr>
<th>Name</th>
<th>Address + Zip Code</th>
<th>Position Title (if any)</th>
<th>Description of Character and Extent of Interest</th>
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</thead>
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</table>

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:
B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

1. State the Redeveloper’s estimates, exclusive of payment for the land, for:
   a. Total cost of any residential development $ ___________________
   b. Cost per dwelling unit of any residential development $ _____________
   c. Total cost of any residential rehabilitation $ ___________________
   d. Cost per dwelling unit of any residential rehabilitation $ _____________

2. a. State the Redeveloper’s estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

<table>
<thead>
<tr>
<th>Type and Size of Dwelling Unit</th>
<th>Estimated Average Monthly Rental</th>
<th>Estimated Average Sale Price</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

   b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals;

   c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

CERTIFICATION

I (We) ___________________________ certify under penalty of perjury under the laws of the State of California that the statements made in the foregoing Redeveloper's Statement are true and correct.  

Signature ___________________________ Signature ___________________________
Title _______________________________ Title _______________________________
Date _______________________________ Date _______________________________
Address and ZIP Code ___________________ Address and ZIP Code ___________________

3 If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

4 Penalty For Perjury: California Penal Code, Sections 118 and 126 provide for imprisonment in the state prison for two, three or four years for willfully stating as true any material matter known to be false, in any testimony, declaration, deposition or certification under penalty of perjury made within or without the State of California.
PART II

REDEVELOPER’S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Redevelopment Agency of the City and County of San Francisco)

1.  
   a. Name of Redeveloper: ________________________________
   
   b. Address and ZIP Code of Redeveloper: ________________________________

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from the Redevelopment Agency of the City and County of San Francisco in:

   (Name of Urban Renewal or Redevelopment Project Area)

   in the City of San Francisco, State of California is described as follows:

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms?

   □ Yes  □ No

   If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

4.  
   a. The Financial condition of the Redeveloper, as of ________________________________

      (Name of Urban Renewal or Redevelopment Project Area) Month, Year

      (Note: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

   b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:
6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:

   a. In banks:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Address and Zip Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>$</td>
</tr>
</tbody>
</table>

   b. By loans from affiliated or associated corporations or firms:

<table>
<thead>
<tr>
<th>Name of Bank</th>
<th>Address and Zip Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$</td>
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</tbody>
</table>

   c. By sale of readily saleable assets:

<table>
<thead>
<tr>
<th>Description</th>
<th>Market Values</th>
<th>Mortgages or Liens</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

7. Names and addresses of bank references:
8.   a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper’s officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Redeveloper’s Statement and referred to herein as “principals of the Redeveloper”) been adjudged bankrupt, either voluntary or involuntary, within the past 10 years?

☐ Yes  ☐ No

If Yes, give date, place, and under what name.

b. Has the Redeveloper or anyone referred to above as “principals of the Redeveloper” been indicated for or convicted of any felony within the past 10 years?

☐ Yes  ☐ No

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9.   a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

10. Other federally aided urban renewal projects in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:
11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract?

☐ Yes  ☐ No

If Yes, explain:

c. Total amount of construction or development work performed by such contractor or builder during the last three years: $ _____________

General description of such work:

d. Construction contracts or developments now being performed by such contractor or builder:

<table>
<thead>
<tr>
<th>Identification of Contract or Development</th>
<th>Location</th>
<th>Amount</th>
<th>Date to be Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Awarding Agency</th>
<th>Amount</th>
<th>Date Opened</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
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<td>$</td>
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</tbody>
</table>
12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper’s proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal?

☐ Yes ☐ No
If Yes, explain.

b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper’s proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal?

☐ Yes ☐ No
If Yes, explain.

14. Statements and other evidence of the Redeveloper’s qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

CERTIFICATION

I (We) 5 ______________________________________________________certify under penalty of perjury under the laws of the State of California that the statements made in the foregoing Redeveloper’s Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper’s qualifications and financial responsibility, including financial statements, are true and correct. 6

Signature
Title
Date
Address and ZIP Code

Signature
Title
Date
Address and ZIP Code

5 If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

6 Penalty for Perjury: California Penal Code, Sections 118 and 126 provide for imprisonment in the state prison for two, three or four years for willfully stating as true any material matter known to be false, in any testimony, declaration, deposition or certification under penalty of perjury made within or without the State of California.
ATTACHMENT 6
DISCLOSURE QUESTIONS

Instructions: Each developer entity must 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 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:

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.

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.

Signed:

Date:

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.
ATTACHMENT 7
STATEMENT OF COMPLIANCE WITH SUCCESSOR AGENCY POLICIES

Instructions: Each development team member (including architects) must certify its agreement to comply with all of the Successor Agency’s policies by submitting a signed Statement of Compliance.

Applicant(s) __________________________ agree(s) to comply with all of the Successor Agency’s policies in Section 6 of this RFP.

______________________________
Signature

______________________________
Date
ATTACHMENT 8
CERTIFICATION OF APPLICANT

Instructions: Each development team member (including architects) must certify under penalty of perjury that all information provided in the RFP submittal is true and correct by submitting a signed Certification of Applicant.

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

Signature

Date
ATTACHMENT 9
SUBMISSION CHECKLIST

Phase I submittals must contain all of the following information. Each development team is solely responsible for ensuring that all information requested in Section 5 Submission Requirements and Selection Process is submitted even if it does not appear on the Checklist. Scores may be negatively impacted by the submission of incomplete information.

5.B.1 DEVELOPMENT TEAM DESCRIPTION

☐ a. Developer
   ☐ i. Developer Entity/Entities
   ☐ ii. Key Personnel (for each developer entity)
   ☐ iii. Organizational Documents (for each developer entity)
      ☐ Agency Form SFRA 6004, Attachment 7
      ☐ Disclosure Questions, Attachment 8
      ☐ Certificate of Good Standing – California Secretary of State

☐ b. Design Team
   ☐ i. Architect
   ☐ ii. Key Personnel

☐ c. Workforce and Contracting Consultant
   ☐ i. Consultant
   ☐ ii. Key Personnel

5.B.2 DEVELOPER EXPERIENCE (FOR EACH DEVELOPER ENTITY)

☐ a. Comparable Projects

☐ b. Previous experience working with OCII, the Former Redevelopment Agency, the TJPA, or the City and County of San Francisco.

5.B.3 ARCHITECT EXPERIENCE

☐ a. Comparable Projects

☐ b. Photographs of Comparable projects

☐ c. “Green” Building Experience

5.B.4 DEVELOPER’S FINANCIAL CAPACITY AND CAPABILITY
(TWO SETS, IN A SEPARATE SUBMITTAL, NOT BOUND OR STAPLED)

☐ a. Financial Statements

☐ b. Real Estate Portfolio

☐ c. History of Financing Commitments

☐ d. Pipeline Projects

☐ e. Sources of Capital

☐ f. Availability of Capital
5.B.5 DESIGN CONCEPT

☐ a. Project Narrative
☐ b. Design Concept Drawings
   ☐ i. Site Plan
   ☐ ii. Overall Ground Floor Plan
   ☐ iii. Sections
   ☐ iv. Building Floor Plans
   ☐ v. Building Elevations
☐ c. Perspective Sketches

5.B.6 FINANCIAL PROPOSAL

☐ a. Project Financing Plan
   ☐ i. Purchase Offer
   ☐ ii. Sources and Use Pro-Forma
☐ b. Other Project Financial Proposal Requirements
   ☐ i. Market Data
   ☐ ii. Retail Plan
   ☐ iii. Schedule

☐ 5.B.7 OFFER TO NEGOTIATE DEPOSIT

☐ 5.B.8 WORKFORCE AND CONTRACTING ACTION PLAN

☐ 5.B.9 OTHER REQUIRED INFORMATION

☐ a. Statement of Compliance, Attachment 7 (each development team member)
☐ b. Certification of Applicant, Attachment 8 (each development team member)
☐ c. Submission Checklist

The development team hereby certifies that all items checked on this form, as well as any other information requested in Section 5 Submission Requirements and Selection Process, are included in the submittal.

__________________________________________
Signature

__________________________________________
Date
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 Office of Community Investment & Infrastructure ("Successor 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%

A. Trainee Hiring Goal. In addition to the goals set forth above in Section III, there is a trainee hiring goal for architects, designers and other professional services consultants as follows:

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<thead>
<tr>
<th>Trainees</th>
<th>Design Professional Fees</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>$ 0 – $99,000</td>
</tr>
<tr>
<td>1</td>
<td>$100,000 – $249,999</td>
</tr>
<tr>
<td>2</td>
<td>$250,000 – $499,999</td>
</tr>
<tr>
<td>3</td>
<td>$500,000 – $999,999</td>
</tr>
<tr>
<td>4</td>
<td>$1,000,000 – $1,499,999</td>
</tr>
<tr>
<td>5</td>
<td>$1,500,000 – $1,999,999</td>
</tr>
<tr>
<td>6</td>
<td>$2,000,000 – $4,999,999</td>
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<tr>
<td>7</td>
<td>$5,000,000 – $7,999,999</td>
</tr>
<tr>
<td>8</td>
<td>$8,000,000 – or more</td>
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</tbody>
</table>
IV. 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.

V. 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.

VI. CERTIFICATION.

Only businesses certified by the Agency as SBEs will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the Policy (as defined in Section VII below).

VII. 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.

VIII. 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. The calculation of a concern's size includes the employees or receipts of all affiliates.

**Agency-Assisted Contract** means, as applicable, the Development and Disposition Agreement ("DDA"), Land Disposition Agreement ("LDA"), Lease, Loan and Grant Agreements, personal services contracts and other similar contracts, and Operations 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.

**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 XII, as well as those persons and entities who are subject to a default award provided that all of the requirements in Section XII.L. have been met.

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.

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 firm's 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), Federal Office Building, Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, Transbay Terminal, Yerba Buena Center and Visitacion Valley.

**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: (a) construction--$14,000,000; (b) professional or personal services--$2,000,000 and (c) suppliers--$7,000,000; and is (or is in the process of being) certified by the Agency as a SBE and meets the other certification criteria described in the SBE application.

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). 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).

**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.
IX. 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 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. 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. **Encouragement to 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. **Use of Other 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 an SBE due to the failure or inability of the SBE to perform the required services or timely delivery the required supplies, then First Consideration should be given to another certified SBE, if available, as a replacement.

X. **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 enforcing 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.

XI. **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 XII.

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 disagree 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.

XII. 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 fails 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 XII.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

[ Form continued on the next page ]
XIII. AGREEMENT EXECUTION

Note: If you are already an Agency certified SBE, you should execute the “SBE Eligibility Statement”.

I hereby certify that I have authority to execute this SBE Agreement on behalf of the business, organization or entity listed below and that I 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

Phone Number
ATTACHMENT 11
DECLARATION OF NONDISCRIMINATION IN CONTRACTS INSTRUCTIONS AND DECLARATION FORM

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 Successor 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/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 Successor 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).

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<td>Other _______________________________</td>
<td></td>
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</tbody>
</table>

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 SFRAVCC-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.

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 ____________, 200____, at ________________________, __________.

Name of Company/Organization

Doing Business As (BDA)

Also Known As (AKA)

General Address (For General Correspondence)

Remittance Address (If Different from Above Address)

Phone Number

Federal Tax Identification Number

Approximate number of employees in the U.S.

Vendor Number (If known)

Name of Signatory (Please Print)

Title

Signature

☐ 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:
Successor Agency to Redevelopment Agency, One South Van Ness Ave, 5th Floor, San Francisco, CA 94103
ATTACHMENT 12
MINIMUM COMPENSATION ORDINANCE (MCO) DECLARATION

What the Ordinance does. The Redevelopment Agency of the City and County of San Francisco adopted the Minimum Compensation Policy (MCP), which became effective on September 25, 2001; the Successor Agency to the Redevelopment Agency (“Agency”) continues to enforce the MCP. The MCP requires contractors and subcontractors to provide the following to their employees covered by the MCP on Agency contracts and subcontracts for services: For Commercial Business MCP the wage rate is $12.43. For Nonprofit MCP the wage rate is $11.03; 12 days’ paid vacation per year (or cash equivalent); 10 days off without pay per year.

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

Effect on Agency 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, the Agency 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 the Agency.

What this form does. If you can assure the Agency now that, beginning with the first Agency 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, this will help the Agency’s contracting process. The Agency realizes that it may not be possible to make this assurance now.

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

For more information, the complete text of the MCP is available from the Agency’s Contract Compliance Department by calling (415) 749-2400.

Routing. Return this form to: Contract Compliance Department,
Successor Agency to the San Francisco Redevelopment Agency,
1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

DECLARATION

Effective with the first Agency 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

Printed Name

Company Name

Phone

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

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the Agency Commission (2) pay the Agency $3.75 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 $120 in any week) and the Agency will appropriate the money for staffing and other resources to provide medical care for the uninsured, or (3) participate in a health benefits program developed by the Agency.

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

Effect on Agency 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, the Agency can award a contract to that contractor only if the contract is exempt under the HCAP, or if the contract has received waiver from the Agency.

What this form does. If you can assure the Agency now that, beginning with the first Agency’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, this will help the Agency contracting process. The Agency realizes that it may not be possible to make this assurance now.

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

For more information, (1) see the complete text of the HCAP, available from the Agency’s Contract Compliance Department at: (415) 749-2400.

Routing. Return this form to: Contact Compliance Department,
Successor Agency to the San Francisco Redevelopment Agency,
1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.
DECLARATION

Effective with the first Agency 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                  Company Name

__________________________  ______________________________
Printed Name                Phone

__________________________
Date
ATTACHMENT 14
CONSTRUCTION WORK FORCE AGREEMENT

I. PURPOSE.

The purpose of 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. Goals: 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. **Successor 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 §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

[form continues on next page]
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

________________________________________________________________________
Print Your Title

________________________________________________________________________
Company Name

________________________________________________________________________
Phone Number
ATTACHMENT 15
FIRST SOURCE HIRING AGREEMENT

EXHIBIT B: FOR BUSINESS, COMMERCIAL, OPERATION AND LEASE OCCUPANCY
OF THE BUILDING

This First Source Hiring Agreement (this “Agreement”), is made as of ____________________________,
by and between ________________________________ (the “Lessee”), and the First Source Hiring Administration,
(the “FSHA”), collectively the “Parties”:

RECITALS

WHEREAS, Lessee plans to occupy the building at [Address] “Premises” which required a First Source Hiring
Agreement between the project sponsor and FSHA due to the issuance of building permit for 25,000 square feet or more
of floor space or constructed ten or more residential units; and,
WHEREAS, the project sponsor was required to provide notice in leases, subleases and other occupancy contracts for
use of the Premises (“Contract”); and
WHEREAS, as a material part of the consideration given by Lessee under contract, Lessee has agreed to
execute this Agreement and participate in the Workforce System managed by the Office of Economic and Workforce
Development (OEWD) as established by the City and County of San Francisco pursuant to Chapter 83 of the San
Francisco Administrative Code;

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

I. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

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

B. Workforce System: The First Source Hiring Administrator established by the City and County of San Francisco
and managed by the Office of Economic and Workforce Development (OEWD).

C. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training,
background and skill sets for a Lessee specified Entry Level Position.

D. Lessee: Tenant, business operator and any other occupant of the building requiring a First Source Hiring
Agreement as defined in SF Administrative Code Chapter 83. Lessee shall include every person tenant, subtenant,
or any other entity occupying the building for the intent of doing business in the City and County of San Francisco
and possessing a Business Registration Certificate with the Office of Treasurer.
II. OEWD WORKFORCE SYSTEM PARTICIPATION

A. Lessee shall notify OEWD’s Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD’s Business Team why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.

B. This Agreement shall be in full force and effect throughout the Lessee’s occupancy of the building.

III. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this Agreement. Determination of good faith efforts shall be based on all of the following:

A. Lessee will execute this Agreement and attachment Exhibit B-1 upon entering into leases for the commercial space of the building. Lessee will also accurately complete and submit Exhibit B-1 annually to reflect employment conditions.

B. Lessee agrees to register with OEWD’s Referral Tracking System, upon execution of this Agreement.

C. Lessee shall notify OEWD’s Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry-Level Positions and take active steps to ensure continuous communication with OEWD’s Business Services Team.

D. Lessee accurately completes and submits Exhibit B-1, the “First Source Employer’s Projection of Entry-Level Positions” form to OEWD’s Business Services Team upon execution of this Agreement.

E. Lessee fills at least 50% of open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.

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

Lessee’s failure to meet the criteria set forth in Section 3 (a.b.c.d.e.) does not impute “bad faith” and shall trigger a review of the referral process and compliance with this Agreement. Failure and noncompliance with this Agreement will result in penalties as defined in SF Administrative Code Chapter 83, Lessee agrees to review SF Administrative Code Chapter 83, and execution of the Agreement denotes that Lessee agrees to its terms and conditions.
IV. NOTICE

All notices to be given under this Agreement shall be in writing and sent via mail or email as follows:

ATTN: Business Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Business.Services@sfgov.org

V. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected. If Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

Signature

Date

Print your Name

Print Your Title

Company Name

Phone Number

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.
EXHIBIT B-1: WORKFORCE PROJECTIONS FOR BUSINESS, COMMERCIAL, OPERATION AND LEASE OCCUPANCY

*By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.

INSTRUCTIONS

• Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed Exhibit B and Exhibit B-1. Lessee will also complete and submit an Exhibit B-1 annually to reflect employment conditions.

• The employer must notify the First Source Hiring Program (Contact Info below) if an Entry Level Position becomes available.

SECTION I: SELECT YOUR INDUSTRY

☐ Auto Repair  ☐ Insurance
☐ Entertainment  ☐ Security
☐ Personal Services  ☐ Education
☐ Business Services  ☐ Manufacturing
☐ Elder Care  ☐ Personal Services
☐ Professionals  ☐ Professionals
☐ Consulting  ☐ Real Estate
☐ Financial Services  ☐ Retail
☐ Real Estate  ☐ Security
☐ Construction  ☐ Wholesale
☐ Healthcare  ☐ I don’t see my industry
☐ Retail (Please describe)
☐ Government Contract

SECTION II: DESCRIBE PRIMARY BUSINESS ACTIVITY
### SECTION 3: PROVIDE INFORMATION ON ALL ENTRY LEVEL POSITIONS

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<th>Entry-Level Position Title</th>
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Please email, fax, or mail this form SIGNED to:

ATTN: Business Services  
Office of Economic and Workforce Development  
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103  
Tel: 415-701-4848  
Fax: 415-701-4897  
mailto:Business.Services@sfgov.org  
Website: www.workforcedevelopmentsf.org
ATTACHMENT 16
PREVAILING WAGE PROVISIONS (LABOR STANDARDS)

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 Disposition and Development Agreement (DDA) between the Developer and the Agency of which this Attachment 9 and these Labor Standards are a part.

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 Developer 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 Developer 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 Successor Agency from any construction lender for the Improvements that such construction lender is aware of these Labor Standards.

3. DEFINITIONS.

The following definitions shall apply for purposes of this Attachment No. 20:

(a) “Contractor” is the Developer 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 workweek.

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 Developer with a copy of the applicable Wage Determination.

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.
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.

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 Developer 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 Developer 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.

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.

PERMISSIBLE PAYROLL DEDUCTIONS.

The following payroll deductions are permissible deductions. Any others require the approval of the Successor 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 cash 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.

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.

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.
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 Developer 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.

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.

(c) 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.

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.

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 this Attachment 9 of the DDA including the Construction Work Force Agreement and the Permanent Work Force Agreement. Any conflicts between the languages contained in these Labor Standards and Attachment 9 shall be resolved in favor of the language set forth in Attachment 9, except that in no event shall less than the prevailing wage be paid.

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.
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 Developer 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.

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 Developer 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 Developer, 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 Developer 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 Developer, 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 Developer 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.

Upon receipt of the Notice of Dispute and withhold advice, any stop work which the Executive Director has ordered shall be lifted, but the Developer 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.

(d) 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.

(e) 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.

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 that 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 Developer 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 Developer, or as appropriate to one or the other if the Developer 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 Developer 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.

15. NON-LIABILITY OF THE SUCCESSOR AGENCY.

The Developer 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 Developer, 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
NOTICE TO EMPLOYEES

EQUAL OPPORTUNITY NON-DISCRIMINATION

The contractor must take equal opportunity 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

Successor Agency to the San Francisco Redevelopment Agency
1 South Van Ness Avenue, Floor 5
San Francisco, CA 94103
or call 415-749-2546 and ask for
George Bridges
Contract Compliance Specialist
Contact:
Courtney Pash
Office of Community Investment and Infrastructure
Tel: (415) 749-2439
Email: courtney.pash@sfgov.org