

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 33-2023

AUTHORIZING A PERSONAL SERVICES CONTRACT WITH ICF JONES & STOKES, INC., A DELAWARE CORPORATION, FOR ENVIRONMENTAL REVIEW SERVICES RELATED TO THE DEVELOPMENT OF AFFORDABLE HOUSING ON BLOCKS 4 EAST AND 12 WEST IN THE MISSION BAY SOUTH REDEVELOPMENT PROJECT AREA, IN AN AMOUNT NOT TO EXCEED \$440,817; MISSION BAY SOUTH REDEVELOPMENT PROJECT AREA

- WHEREAS, On September 17, 1998, the former Redevelopment Agency of the City and County of San Francisco (“Former Agency”) approved, by Resolution No. 190-98, the Redevelopment Plan for the Mission Bay South Redevelopment Project Area (“Redevelopment Plan”). The Redevelopment Agency Commission also adopted related documents, including Resolution No. 193-98 conditionally authorizing execution of an Owner Participation Agreement (“South OPA”) with Catellus Development Corporation, a Delaware corporation (“Catellus”). On November 2, 1998, the San Francisco Board of Supervisors (“Board of Supervisors”) adopted, by Ordinance No. 335-98, the Redevelopment Plan. The Redevelopment Plan and its implementing documents, as defined in the Redevelopment Plan, constitute the “Plan Documents”. The Plan Documents provide for the redevelopment of approximately 238 acres of land in the Mission Bay South Redevelopment Project Area (“Project Area”), including the development of affordable housing; and,
- WHEREAS, The Redevelopment Plan authorizes a maximum of approximately 3,571 housing units to be constructed within the Project Area. The South OPA implements the Redevelopment Plan and designates 34 percent of the total units, or 1,218 units, as affordable housing units to be developed and funded by the Redevelopment Agency (“Former Agency”), and now, its Successor Agency. To date, 2,332 market-rate and 905 affordable residential units have been completed and another 148 affordable units are under construction, leaving 165 affordable units to be developed under the limits of the South OPA; and,
- WHEREAS, On February 1, 2012, state law dissolved all redevelopment agencies, including the Former Agency, and created successor agencies to complete the enforceable obligations of the former redevelopment agencies and to wind down redevelopment affairs. California Health and Safety Code §§ 34170 et seq. (the “Redevelopment Dissolution Law”); and,
- WHEREAS, The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (commonly known as the Office of Community Investment and Infrastructure) (the “Successor Agency” or “OCII”) is completing the enforceable obligations of the Former Agency in the Project Area, consistent with the Redevelopment Dissolution Law and San Francisco Ordinance No. 215-12 (Oct. 4, 2012) (establishing the Successor Agency Commission (“Commission”) and delegating to the Commission the state authority under the Redevelopment Dissolution Law); and,

- WHEREAS, On January 24, 2014, the California Department of Finance (“DOF”) determined “finally and conclusively” that the South OPA, including its affordable housing obligations, is an enforceable obligation under the Redevelopment Dissolution Law; and,
- WHEREAS, The Mission Bay South Housing Program, Attachment C of the South OPA (“Housing Program”), provides for the obligation of the Mission Bay master developer, FOCIL-MB, LLC, the successor-in-interest to Catellus Development Corporation, to contribute land to the Successor Agency at no cost for the development of affordable housing by Successor Agency on specified blocks in the Project Area (“Agency Affordable Housing Parcels”); and,
- WHEREAS, Mission Bay South Blocks 4E and 12W (“Blocks 4E and 12W”) are designated in the Housing Program as Approved Sites for conveyance to OCII as Agency Affordable Housing Parcels and are subject to a Declaration of Restrictions and Reservation of Easement (“DOR”) that designates Approved Sites for transfer to OCII for the development of Agency Affordable Housing Projects. This DOR is dated July 12, 2011, and was recorded on July 28, 2011, as Document No. 2011-J221597-00; and,
- WHEREAS, As required under the Housing Program, FOCIL has provided a Memorandum of Option for OCII to take ownership of Block 4 East, but has not yet provided a Memorandum of Option for Block 12 West; and,
- WHEREAS, Blocks 4E and 12W are currently vacant and comprise approximately 2.65 acres of developable land. All other housing sites in the Project Area have been entitled or developed. There are currently 165 remaining affordable housing units available for development within the allotment prescribed by the South OPA; and,
- WHEREAS, The construction of 165 affordable units on Blocks 4E and 12W, which cover 1.05 acres and 1.6 acres, respectively, for a total of 2.65 acres would result in a significant underutilization of land dedicated to affordable housing. The development would be extremely low-scale and low-density, such as two- or three-story townhome apartments surrounded by open space or surface parking - a building typology inappropriate for new construction in Mission Bay, and a missed opportunity for the delivery of affordable housing; and,
- WHEREAS, The land available on Blocks 4E and 12W may accommodate approximately 980 housing units, the ultimate development of which would require an amendment to the South OPA and other Plan Documents; and environmental review pursuant to the California Environmental Quality Act (“CEQA”); and,
- WHEREAS, To assist OCII in analyzing the potential environmental effects of increased density on Block 4E and 12W, staff requested bids from two firms listed in the Environmental (CEQA Services) Pool of the San Francisco Planning Department’s Pre-Qualified List of As-Needed Consultant Services, dated June 10, 2022, to manage and undertake the environmental review; and,
- WHEREAS, OCII received a proposal from ICF Jones and Stokes, Inc., a Delaware corporation (“ICF”). ICF and its subconsultants have collaborated with OCII and Planning Department staff in the preparation of a scope of services and budget to perform the environmental review required for future discretionary actions related to the housing developments on Blocks 4 East and 12 West; and,

- WHEREAS, OCII has negotiated a personal services contract with a term of November 7, 2023 to March 30, 2025 (“Contract”) with ICF. The Contract includes a Scope of Services, Budget, and Schedule (See Exhibit A to this Resolution) necessary to complete an environmental initial study, technical reports and a subsequent environmental document that reports on the analysis of the environmental effects of proposed housing developments on Blocks 4 East and 12 West; and,
- WHEREAS, As stated in the Contract, ICF subconsultants include Adavant Consulting and LCW Consulting (transportation), Prevision Design (shadow and visual simulations), CPP (wind), and Divis Consulting (geotechnical); and,
- WHEREAS, The Contract amount is funded from development impact fees, which is included within OCII’s budget authority for Fiscal Year 2023-2024 approved by Commission Resolution No. 11-2023; and,
- WHEREAS, At its June 8, 2022, meeting, the Mission Bay Citizens Advisory Committee recommended to the Commission that it authorize the Executive Director to enter into the Contract with ICF; and,
- WHEREAS, Approval of the Contract with ICF is statutorily exempt from environmental review pursuant to CEQA Guidelines Section 15262, because it consists of the authorization of a planning study for possible future actions which the Commission has not yet approved; now, therefore, be it
- RESOLVED, That the Commission authorizes the Executive Director to execute, substantially in the form of Exhibit A to this Resolution, the Contract with ICF to study increasing the maximum number of dwelling units authorized under the Plan Documents for a term from November 7, 2023 to March 30, 2025; and be it further
- RESOLVED, That the Commission authorizes maximum Contract amount of not to exceed \$440,817.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of November 7, 2023.

Commission Secretary

Exhibit A: ICF Jones and Stokes, Inc. Personal Services Contract

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO

PERSONAL SERVICES CONTRACT

This PERSONAL SERVICES CONTRACT (“Contract”) is entered into as of June 6, 2023, by and between the OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic (“OCII”), and ICF Jones & Stokes, Inc., a Delaware corporation (“Contractor”).

RECITALS

- A. The Redevelopment Plan for the Mission Bay South Redevelopment Project and its supporting documents provide for the redevelopment of approximately 238 acres of land in the Mission Bay South Redevelopment Project Area (“Project Area”), including the development of 100% affordable housing projects on parcels that are exclusively designated for this use.
- B. Mission Bay South Blocks 4E and 12W (“Blocks 4E and 12W”) are designated Agency Affordable Housing Parcels in the Mission Bay South Owner Participation Agreement (“South OPA”). The Housing Program of the South OPA describes the obligation of the Mission Bay master developer, currently FOCIL-MB, to provide these sites to the Agency for the development of affordable housing.
- C. Blocks 4E and 12W are currently vacant and comprise approximately 2.65 acres of developable land. All other housing sites in the Project Area have been entitled or developed. There are currently 165 remaining housing units available for development within the limitations of development under the South OPA.
- D. OCII staff have performed analyses to determine that the land available on Blocks 4E and 12W would appropriately accommodate up to 980 housing units and that the approval of this number of housing units, greater than the 165 remaining housing units under the South OPA, would require an amendment to the South OPA, among other documents. The approvals necessary to entitle the development of up to 980 housing units on Blocks 4E and 12W would require environmental review, pursuant to the California Environmental Quality Act (“CEQA”).
- E. The Contractor is a consultant firm ranked as number 4 in the San Francisco Planning Department’s Pre-Qualified List of As-Needed Consultant Services within the Environmental (CEQA Services) Pool, dated June 10, 2022. The Contractor has recently completed environmental impact reports in compliance with CEQA for the San Francisco Unified School District’s Mission Bay school development project and for the Planning Department’s citywide Housing Element Update.

- F. The Contractor responded to OCII staff's request for a bid and, along with its subconsultants, has collaborated with OCII and Planning Department staff in the preparation of a scope of services and budget to perform the environmental review required by CEQA for the discretionary actions related to the housing developments contemplated on Blocks 4E and 12W.

NOW, THEREFORE, OCII and the Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide the services described in **Attachment A**, "Scope of Services".

2. TIME OF COMPLETION

The term of this Contract shall begin on November 7, 2023, and end on March 30, 2025.

Contractor's Schedule of Performance is set forth in **Attachment B**, "Budget and Schedule".

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The maximum amount payable under this Contract is Four Hundred and Forty Thousand and Eight Hundred and Seventeen Dollars (\$440,817). Payment shall be made according to the schedule and terms described in Attachment B. All expenses of Contractor are included in the amounts payable pursuant to Attachment B, and no expenses shall be reimbursed separately. Contractor will submit monthly billing invoices to OCII. The invoices shall include the billing amount, total hours invoiced, hourly billing rate, description of services rendered, supporting documentation and Contractor's signature. OCII staff will review and approve these invoices for payment.

B. Taxes. No payroll or employment taxes of any kind will be withheld or paid by OCII on behalf of Contractor. OCII will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's responsibility to pay all taxes required by law, including self-employment social security tax. OCII will issue an IRS 1099 Form, or other appropriate tax-reporting document, to Contractor for the Contract services.

C. Benefits. Contractor will not be eligible for, and will not participate in, any health, pension, or other benefit of OCII which exists solely for the benefit of OCII employees during the Contract Term.

4. NO PERSONAL LIABILITY

No member, official or employee of OCII shall be liable personally to Contractor or any successor in interest in the event of any default or breach by OCII or for any amount which may become due to Contractor or any successor or on any obligation under the terms of this Contract.

5. ASSIGNMENT OF CONTRACT

Contractor shall not assign this Contract, or any part thereof, without the prior express written consent of OCII.

6. INTENTIONALLY OMITTED

7. NON-FEDERAL LABOR STANDARDS

Contractor agrees that any employees performing work or services for Contractor shall be subject to the State and local laws governing prevailing wage rates, hours and working conditions, and benefits applicable to similar work or services performed in San Francisco. Contractor further agrees that the inclusion of the above provision in this Contract shall not be construed to relieve Contractor or any subcontractor from the pertinent requirements of any applicable Federal labor standards provision. Where minimum rates of pay required under State or local law are higher than the minimum rates of pay required by or set forth in applicable Federal labor standards, said State or local minimum rates shall be the applicable minimum rates of pay for such classifications.

8a. INDEMNIFICATION

To the fullest extent allowable by law, Contractor shall hold harmless, defend at its own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising directly or indirectly from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from OCII's gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its officers, agents or employees. In addition to Contractor's obligation to indemnify OCII, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend OCII from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by OCII and continues at all times thereafter. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

8b. INDEMNIFICATION BY DESIGN PROFESSIONALS

This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide construction design services ("Design Professional") as part of, collateral to, or affecting this Agreement with the Contractor. Each Design Professional who will provide construction design services shall hold harmless, defend at his or her own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description, including reasonable attorney's fees, directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification pursuant to this section, including the duty to defend, is to be interpreted

broadly, to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

9. INDEPENDENT CONTRACTOR

Contractor hereby declares that it is engaged in an independent business and agrees to perform its services as an independent contractor and not as the agent or employee of OCII. Contractor has and hereby retains the right to exercise full control and supervision of the services and work to be provided under this Contract and full control over the employment, direction, compensation and discharge of all persons assisting it in the performance of the services and work hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including, but not limited to, compliance with all federal, state and local payroll tax and withholding requirements, workers' compensation requirements and all regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of the Contract.

10. INSURANCE

A. Contractor must procure and maintain for the duration of the Contract, including any extensions, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors. If the Contractor maintains additional coverages and/or higher limits than the minimums shown in this Article 10, OCII requires and shall be entitled to the additional coverage and/or the higher limits maintained by the Contractor.

B. Minimum Scope of Insurance. Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (2) Insurance Services Office Automobile Liability coverage, code 1 (form number CA 00 01- any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance appropriate to the Contractor's profession covering all negligent acts, errors and omissions.

C. Minimum Limits of Insurance. Contractor must maintain limits no less than:

- (1) General Liability:
 - a. For contracts not involving demolition or construction, or during phases of contracts prior to demolition or construction: \$2,000,000 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 must apply separately to this project/location or the general

aggregate limit must be twice the required occurrence limit (\$4,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

- b. For contracts involving demolition or construction or during phases involving demolition or construction: \$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 must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit (\$10,000,000). Applicable Umbrella or Excess Liability limits may be used to meet the terms of this paragraph.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease.

(4) Professional Liability Insurance: \$2,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Contractor for no less than five (5) years beyond completion of the Scope of Services.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by OCII. At the option of OCII, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees; or Contractor shall provide a financial guarantee satisfactory to OCII guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The "Office of Community Investment and Infrastructure/Successor Agency to the Redevelopment Agency of the City and County of San Francisco, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees" are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and liability arising out of work or operations performed by or on behalf of the Contractor.
- (2) For any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents,

and employees. Any insurance or self-insurance maintained by OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees shall be in excess of Contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents or employees.
- (4) Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to OCII.
- (5) Contractor hereby grants to OCII a waiver of any right to subrogation which any insurer of said Contractor may acquire against OCII by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not OCII has received a waiver of subrogation endorsement from the insurer.
- (6) If any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise approved by OCII's Risk Manager.

G. Verification of Coverage. Contractor must furnish OCII with certificates of insurance and with original endorsements evidencing coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by OCII. All certificates and endorsements are to be received and approved by OCII before work commences. OCII reserves the right to require complete, certified copies of all required insurance policies, including endorsements demonstrating the coverage required by these specifications at any time.

H. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

11. RECORDS, REPORTS AND AUDITS

A. Records

- (1) Records shall be established and maintained in accordance with OCII requirements, and U.S. Department of Housing and Urban Development ("HUD") requirements if the Contract is funded with HUD Community Development Block Grant ("CDBG") funds, with respect to all matters covered by this Contract. Except as otherwise authorized by OCII, such records shall be maintained for a period of four years from the date of the termination of the Contract; except that records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.
- (2) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

B. Reports and Information

At such times and in such forms as OCII, the City and County of San Francisco or HUD, if the Contract is funded with CDBG funds, may require, there shall be furnished to OCII or its designated representative such statements, records, reports, data and information as OCII, the City and County of San Francisco or HUD may request pertaining to matters covered by this Contract.

C. Audits and Inspections

At any time during normal business hours and as often as OCII, the City and County of San Francisco or HUD, and/or the Comptroller General of the United States, if the Contract is funded with CDBG funds, may deem necessary, there shall be made available to OCII or its representatives for examination all records with respect to all matters covered by this Contract and Contractor will permit OCII, the City and County of San Francisco, HUD and/or the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

12. CONFLICTS

Except for approved eligible administrative or personnel costs, no employee, agent, contractor, officer or official of OCII who exercises any functions or responsibilities with respect to this Contract or who is in a position to participate in a decision making process or gain inside information with regard to it, shall obtain a personal or financial interest in or benefit from any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom they have family or business ties, during his or her tenure or for two years thereafter. The term "Contractor" also includes the employees, officers (including

board members), agents and subcontractors of a Contractor under this Contract. In order to carry out the purposes of this Section, Contractor shall incorporate, or cause to be incorporated, in all contracts and subcontracts relating to activities pursuant to this Contract, a provision similar to that of this Section.

13. CONTRACTOR'S DUTY OF LOYALTY

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

14. LIMITATIONS ON CONTRIBUTIONS

Through execution of this Agreement, Contractor 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 OCII 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. Contractor 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. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Contractor agrees to provide to OCII the names of each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is not sponsored or controlled by Contractor.

15. CONFIDENTIALITY/PROPERTY OF AGENCY

All of the reports, information, data or other materials prepared or assembled by Contractor under this Contract, including Contractor's opinions and conclusions based upon such items, are confidential. Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of OCII. Unless otherwise stated in the Scope of Services, all such reports, information, data or other materials and work product shall become the property of OCII, but are subject to disclosure under the Public Records Act, Cal. Gov't Code §§ 6250 et seq., and the Agency Public Records Policy, Agency Resolution No. 182-2005 (Nov. 1, 2005).

16. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE

It is understood and agreed that Contractor shall comply with California Government Code Section 7550. California Government Code Section 7550 provides in part that when the total cost for work performed for a local agency by nonemployees of such agency exceeds \$5,000.00, any document or written report prepared in whole or in part by nonemployees for such agency shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

17. NONDISCRIMINATION AND EQUAL BENEFITS

A. 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 this Contract. 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 to clients or the general public.

B. Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Contractor agrees not to discriminate in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, and shall comply fully with all provisions of OCII's Nondiscrimination in Contracts Policy ("Policy"), adopted by Agency Resolution No. 175-97, as such Policy may be amended from time to time. The City and County of San Francisco has certified Contractor as being in compliance with Chapter 12B of the San Francisco Administrative Code (the "Equal Benefits Ordinance"). See vendor no. 0911067 on list of Vendors that Comply with

Chapter 12B Equal Benefits Ordinance, available at <https://sf.gov/chapter-12b-equal-benefits-program> Accordingly, OCII deems this certification under the Equal Benefits Ordinance as compliance with the Policy.

E. Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law and execute **Attachment C** “Nondiscrimination in Contracts and Benefits Form”.

18. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE PROGRAM

OCII implements a Small Business Enterprises (“SBE”) Program that was adopted by OCII Resolution No. 43-2015 and that requires consideration in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an OCII Project Area), and 3) All other 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 (see **Attachment D** “SBE Agreement”).

Under the SBE Program, the Contractor, in awarding subcontracts, must make good faith efforts to achieve SBE participation of 50% for professional, personal services, and construction contracts; provided, however, that this goal may vary depending on the extent of subcontracting opportunities under OCII contract and the availability of SBE subcontractors capable of providing goods or services required by the contract; and provided further, that OCII has the sole discretion to modify the 50% SBE participation goal consistent with the SBE Program, as specified in the SBE Agreement.

OCII relies on the information that a business may have provided to qualify under another public entities’ business certification program in determining whether that business qualifies as an SBE under OCII’s SBE Program. Those other programs include: City and County of San Francisco Local Disadvantaged Business Enterprises (LBE) certification, *information available at* <https://sf.gov/14b-local-business-enterprise-lbe-program> and State of California – Small Business Enterprises certification at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx> To search San Francisco-based certified LBEs, please click on the following link: <https://sf.gov/find-certified-lbe-work> OCII retains the discretion, however, to determine if the information provided for those other programs meets SBE eligibility under OCII’s SBE Program.

19. COMPLIANCE WITH MINIMUM COMPENSATION POLICY AND HEALTH CARE ACCOUNTABILITY POLICY

Contractor agrees, as of the date of this Contract and during the term of this Contract, to comply with the provisions of OCII’s Minimum Compensation Policy and Health Care Accountability Policy (the “Policies”), adopted by Agency Resolution 168-2001, as such policies may be amended from time to time (See **Attachment E** “Minimum Compensation Policy” and **Attachment F** “Health Care Accountability Policy”). Such compliance includes providing all “Covered Employees,” as defined under Section 2.7 of the Policies, a minimum level of compensation and offering health plan benefits to such employees or to make payments to the City and County of San Francisco’s Department of Public Health, or to participate in a health benefits program developed by the City and County of San Francisco’s Director of Health.

20. TERMINATION

OCII may terminate this Contract at any time without cause upon written Notice of Termination to the Contractor; provided, however, that in the event of such termination, OCII shall compensate the Contractor for work completed to the satisfaction of OCII as of the date of such notice or the date of termination specified in and directed by such notice.

21. MISCELLANEOUS PROVISIONS

A. Notices

All notices, demands, consents or approvals required under this Contract shall be in writing and shall be deemed given when delivered personally or by facsimile transmission or three (3) business days after being deposited in the U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

If to OCII: Office of Community Investment and Infrastructure/Successor
Agency to the San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Executive Director

If to Contractor: ICF Jones & Stokes, Inc.
530 Gaither Road
Rockville, MD 20850
Attention: Robert Krusen

or to such other addresses as the parties may designate by notice as set forth above.

B. Time of Performance

- (1) Time is of the essence in the performance of all the terms and conditions of this Contract.
- (2) All performance and cure periods expire at 5 p.m., San Francisco, California time, on the applicable date.
- (3) A performance or cure date which otherwise would be a Saturday, Sunday or OCII holiday shall be extended to the next OCII working day.

C. Successors and Assigns

This Contract shall be binding upon and inure to the benefit of the successors and assigns of OCII and the Contractor. Where the term "Contractor" or "Agency" is used in this Contract, it shall mean and include their respective successors and assigns; provided, however, that OCII shall have no obligation under this Contract to, nor shall any benefit of this Contract accrue to, any unapproved successor or assign of Contractor where OCII approval of a successor or assign is required by this Contract.

D. Modification, Waiver and Amendment

Any modification, waiver or amendment of any of the provisions of this Contract must be in writing and signed by both OCII and Contractor.

E. Entire Contract

This Contract represents the complete agreement between the parties as to the matters described herein, and there are no oral understandings between Contractor and OCII affecting this Contract not set forth herein. This Contract supersedes all previous negotiations, arrangements, agreements and understandings between Contractor and OCII with respect to the subject matter hereof.

F. Severability

If any provision of this Contract shall be determined to be illegal or unenforceable, such determination shall not affect any other provision and all such other provisions shall remain in full force and effect.

G. Governing Law

This Contract shall be governed by the laws of the State of California. It is the responsibility of Contractor to be informed of local, state and federal laws and requirements applicable to this Contract and to perform all work in compliance with those laws and requirements.

H. Headings

Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

I. Attorneys' Fees

In any action or proceeding arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

J. Authority

The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind the Contractor in accordance with its terms.

K. Designated Representative

The initial designated representative for OCII for this Contract is José Campos, OCII representative's phone number is (415) 749-2554. The initial Contractor designated representative for this Contract is Robert Krusen, the Contractor's designated representative's phone number is (301) 407-6500.

IN WITNESS WHEREOF OCII and Contractor have executed this Contract as of the date first above written.

ICF JONES & STOKES, INC, a Delaware corporation

By: _____
Robert Krusen
Contracts Manager
Federal Tax Identification No. 94-1730361

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

By: _____
Thurston Kaslofsky
Executive Director

APPROVED AS TO FORM:

By: _____
James B. Morales
Agency General Counsel

Authorized by Resolution No. _____, adopted June 6, 2023.

ATTACHMENTS

- Attachment A: Scope of Services
- Attachment B: Budget and Schedule
- Attachment C: Nondiscrimination in Contracts and Benefits Form
- Attachment D: Small Business Enterprise Agreement
- Attachment E: Minimum Compensation Policy Declaration
- Attachment F: Health Care Accountability Policy Declaration



Scope of Services for the Preparation of a Preliminary CEQA Review for the Mission Bay South Housing Entitlement Expansion

March 13, 2023

Submitted to:

José Campos
Manager of Planning and Design
Review
OCII
One South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Submitted by:

ICF Jones & Stokes, Inc.
201 Mission Street, Suite 1500
San Francisco, CA 94105
Contact: Jessica Viramontes at
415.677.7108 or
jessica.viramontes@icf.com



This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

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APPENDIX A: SUBCONSULTANTS' SCOPES OF WORK

1. PROJECT UNDERSTANDING

The Mission Bay Redevelopment Plan covers an area of approximately 300 acres between the San Francisco Bay and Interstate-280, split into the Mission Bay North and the Mission Bay South Redevelopment Project Areas. Under the Redevelopment Plan, a wide range of land uses are permitted, including residential, commercial, research, medical, retail, hotel, and educational uses. Under the current Redevelopment Plan entitlements, and as analyzed in the 1998 Mission Bay subsequent Environmental Impact Report (SEIR), there are currently 165 units and two sites remaining for affordable housing development with the Plan Area. The two remaining sites, Block 12W and Block 4E (project sites), are located in the Mission Bay South Project Area, and are approximately 1.6 acres and 1.1 acres, respectively.

OCII is the CEQA lead agency under CEQA and the City and County of San Francisco, in its consideration of the Redevelopment Plan amendment, will act as responsible agency. OCII is proposing to amend the Redevelopment Plan for the Mission Bay South Redevelopment Project to increase the maximum number of dwelling units currently entitled under the Redevelopment Plan.

Two scenarios will be evaluated in the Preliminary Checklist:¹

- ▶ **Redevelopment Plan Scenario:** this scenario includes the number of dwelling units remaining to be constructed under the Redevelopment Plan.
- ▶ **Plan Amendment Scenario:** in addition to increasing the number of dwelling units under the entitlements, this scenario would also increase allowable building heights on Blocks 12W and 4E using the bulk and height standards established under the Mission Rock and Pier 48 project. This scenario would allow the development for additional towers on these two blocks, resulting in the addition of 815 net new dwelling units through the amended entitlements, for a total of approximately 980 new dwelling units. Under the Amended D4D Scenario, both Block 4E and Block 12W would be divided; however, Block 12W would be comprised of 442 dwelling units in one mid-rise building and one high-rise building, and Block 4E would be comprised of 538 dwelling units in two high-rise buildings.

In addition to the amendment to the Redevelopment Plan, the proposed project would also require amendments to the Design for Development for the Mission Bay South Project Area and Mission Bay South Owner Participation Agreement. Legislation that amends Section 34177.7 of the Health and Safety code will also be required for the proposed project.

For the purposes of developing our scope and cost, we assume the proposed project (i.e., the Amended D4D Scenario) and the Redevelopment Plan Scenario will be analyzed in the Preliminary Checklist and possible Addendum to the Mission Bay FSEIR (or other appropriate

¹ Subsequent to the preparation of the subconsultants' scopes of work, the two scenarios to be evaluated in the Preliminary Checklist were refined. Any references to a "project variant" in the scopes of work included in Appendix A refer to the Redevelopment Plan Scenario.

CEQA document based on the analysis in the Preliminary Checklist and technical reports as deemed appropriate by OCII). If it becomes evident at any point during the preparation of the Preliminary Checklist that an Addendum is not the appropriate CEQA document, ICF will work with OCII to identify the appropriate CEQA document; a scope and budget amendment may be required.

2. SCOPE OF SERVICES

The following scope of work is based on our review of the project materials provided by OCII as well as our experience working on projects with OCII and the department. It is important to note that the final scope of work is subject to OCII's review and approval, which occurs during Task 1. If OCII or the department requests substantial revisions to the scope of work, a scope and budget amendment may be required. Therefore, this scope of work and the associated cost and schedule should be viewed as a preliminary proposal.

As discussed with OCII, this scope includes preparation of a Preliminary Checklist and the possibility of the preparation of an Addendum (if determined to be the appropriate CEQA document based on the analysis in the Preliminary Checklist and technical reports) to the certified Mission Bay Final Subsequent Environmental Impact Report (Mission Bay FSEIR).² Please note that a subsequent or supplemental EIR will be required if substantial changes are proposed to the project as described in the Mission Bay FSEIR or if substantial changes with respect to the circumstances under which the project is undertaken could result in new significant environmental effects or a substantial increase in the severity of previously identified environmental effects, or if new information of substantial importance becomes available per State CEQA Guidelines Section 15162. If a subsequent or supplemental EIR or Initial Study/Mitigated Negative Declaration is required, ICF will submit an amended scope of work and budget.

Task 1: Project Initiation/Scope of Work/Data Collection

This task includes the following tasks: initiate CEQA process/kick-off meeting with the project team; prepare comprehensive data needs; conduct site visits; review site plans and preliminary studies; confirm the format and project-specific conventions for the Preliminary Checklist; and refine scope of work and schedule. At the kick-off meeting, the team will discuss the proposed scope of work and areas of focus for the analysis. If needed based on OCII comments, a revised scope of work and cost estimate will be provided.

Deliverables: Revised scope of work and cost estimate (if needed); schedule; kick-off meeting agenda; data needs request; and summary of kick-off meeting.

² City and County of San Francisco and San Francisco Redevelopment Agency, 1998. Final Mission Bay Subsequent Environmental Impact Report. Planning Department File No. 96.771E, San Francisco Redevelopment Agency Case No. ER 919-97, State Clearinghouse No. 97092068. Certified September 17, 1998.

Task 2. Project Description

The Project Description will be prepared based on input provided by OCII, including site plans, renderings, and previously prepared background studies. A complete and stable project description will be important as the basis for the environmental review. The project description will describe the proposed project (i.e., the Amended D4D Scenario) and the Redevelopment Plan Scenario.

The project description will include the following general topics:

- ▶ Overview
- ▶ Project Background
- ▶ Project Location
- ▶ Project Objectives
- ▶ Project Characteristics
- ▶ Project Construction
- ▶ Project Approvals
- ▶ Cumulative Project Setting (likely including the 1650 Owens Project and any other projects identified by the department and OCII)
- ▶ Figures, including project location, site plan, floor plans, renderings, circulation plan, landscape plan, and map of cumulative projects

Using input (e.g., description, site plans, etc.) from OCII regarding the cumulative project setting, ICF will provide a list and map of cumulative projects within the vicinity of the project sites as part of the cumulative project setting section. ICF will prepare up to five figures for the Project Description, including figures showing the project site locations, existing uses, site plans, and project renderings. The Project Description will clearly call out the major differences between the proposed project and the assumptions in the Mission Bay FSEIR. The full Project Description will be included in the Addendum (if an Addendum is determined to be the appropriate level of CEQA review) and will be referenced in the Preliminary Checklist. If an Addendum is not prepared, the full Project Description will be included in the Preliminary Checklist.

ICF will prepare the Final Project Description incorporating OCII's comments on the Draft Project Description.

This scope of work assumes all comments from reviewers on a deliverable will be compiled into one file (either in MS Word or PDF formats or in an email) and provided to ICF; any conflicting comments from reviewers will be resolved prior to providing comments on each deliverable.

In addition, this scope of work assumes OCII will coordinate between ICF and the team preparing the CEQA document for the 1650 Owens Project to ensure consistency between the two efforts.

Deliverables: One draft and one final version of the project description in MS Word and PDF formats.

Task 3. Technical Reports

This task includes the preparation of the standalone technical reports described below. If, based on the results of these standalone technical reports, it is determined that an Addendum is the appropriate CEQA document, the Addendum sections for the topics below will be prepared as part of Optional Task 7. This scope of work assumes each technical report will be submitted once it is ready for review (i.e., the technical reports do not need to be submitted simultaneously with each other or with the Preliminary Checklist).

This scope of work assumes all comments from reviewers on a deliverable will be compiled into one file (either in MS Word or PDF formats or in an email) and provided to ICF; any conflicting comments from reviewers will be resolved prior to providing comments on each deliverable.

The approach will be refined, if needed, following the completion of Task 1.

Cultural Resources Technical Report

ICF will prepare a standalone technical report to support the cultural resources and tribal cultural resources analyses. ICF will conduct a cultural resources study described below to identify cultural resources that may meet the CEQA definition of a historical resource (California Public Resources Code [PRC] Section 21084. or unique archaeological resource (PRC Section 21083.2) that may be impacted by the proposed project. If directed to do so by OCII, ICF will not prepare a standalone technical report and will instead include the analysis for this topic in the CEQA document, with supporting materials included as an appendix.

Records Search and Literature Review

The department will provide ICF with cultural resource reports and records for the City of San Francisco within and adjacent to the project sites. The records will include a 0.25-mile radius around the project sites. As part of the records search, ICF will contact the Native American Heritage Commission in Sacramento to request a review of the Sacred Lands File and the most recent contact list.

Archaeological Resource Identification

The project sites have been extensively modified and are currently paved over. Due to the lack of exposed ground surface, a pedestrian archaeological survey is anticipated to have limited success at identifying archaeological resources. Therefore, ICF proposes to perform a landscape history review and archaeological sensitivity analysis. ICF will review archaeological, ethnographic, historical, geoarchaeological, and environmental publications and maps relevant to the vicinity of the project sites. The literature review will include a review of the department's archaeological sensitivity maps, geological, and soil data to characterize the potential for buried surfaces (paleosols) within the project sites, as some paleosols have the potential to be associated with archaeological deposits and human remains. In addition, ICF will summarize the results of the preliminary archeology review/sensitivity assessment in the technical report.

Built Environment Resource Identification

The project sites are currently undeveloped and have been assigned Category C (No Historic Resource Present) by the department, which reflects that neither project site contains a historic-aged (more than 45 years old) building or structure. However, given that the proposed project

may result in the construction of new buildings as tall as 240 feet, the study area for built-environment resources may be larger than the project sites to account for potential visual and auditory effects on the historical setting of adjacent historical resources (if present). A preliminary review of the department's Property Information Map indicates that no historic-aged built-environment resources with the potential to qualify as CEQA historical resources are located adjacent to the project sites. Therefore, the built-environment resource analysis will focus on establishing the recently developed character of the area surrounding the project sites.

Cultural Resources Deliverables

The information obtained from the above will be summarized in a brief technical report of findings. ICF will respond to comments on the draft cultural resources technical report and prepare a maximum of one additional version (i.e., the Final version). OCII may instead direct ICF to forgo the preparation of a technical report and instead include the summary of the information obtained from the above in the CEQA document, with supporting materials included as attachments to the CEQA document.

Assumptions:

- ▶ ICF assumes that no historic-aged (more than 45 years old) built-environment or archaeological cultural resources will be identified within or adjacent to the study area, and that no cultural resource evaluations would be required for the project. If resource evaluations are required, they will be scoped under a scope and budget amendment.
- ▶ ICF assumes that no archaeological survey will be necessary as the project area is completely paved over; however, if the record search identifies documented archaeological resource within the project sites, a scope and budget amendment may be necessary.
- ▶ ICF assumes OCII will provide details about the project footprint, maximum depth of proposed excavation per project feature (e.g., foundation, utilities, etc.) and amount of excavation.
- ▶ If available, OCII will provide preliminary details about the type of structural work required for the proposed project.
- ▶ The department will prepare a preliminary archeology review/sensitivity assessment for the project.
- ▶ The SLF search task will consist only of the search request and documentation of the results, and providing OCII with the contact list provided by the NAHC.
- ▶ ICF assumes that OCII or the department will conduct any outreach or required AB 52 consultation. Should assistance with outreach or AB52 consultation be requested, ICF will prepare an additional scope and cost to provide these services.
- ▶ The results of any geotechnical studies will not trigger any subsurface archaeological testing or monitoring of coring. Should the need for these be triggered, ICF will prepare an additional scope and cost to provide these services.

Preliminary Geotechnical Exploration Report

Divis Consulting will prepare two standalone preliminary geotechnical reports (i.e., one for each project site). Divis Consulting will provide preliminary geologic and geotechnical conclusions regarding:

- ▶ Subsurface Conditions, including Mission Bay fill history and undocumented fill
- ▶ Site demolition, preparation and grading
- ▶ Shallow, temporary excavations
- ▶ Consolidation of Soft Marine Deposits (Bay Mud)
- ▶ Deep foundations (including design and construction considerations)
- ▶ Geologic Hazards (including Tsunami, Liquefaction and Lateral Spreading)

For the full preliminary geotechnical report scope of work developed by Divis Consulting, please refer to **Appendix A**.

Transportation and Circulation Technical Report

The Adavant Consulting and LCW Consulting team (Adavant Consulting/LCW Consulting) will prepare a standalone technical report for transportation and circulation. Adavant Consulting/LCW Consulting will determine project travel demand associated with the increase in residential units on Blocks 12W and 4E for two project scenarios (the proposed project and the Redevelopment Plan Scenario). The travel demand analysis for the proposed project will build upon the travel demand analysis conducted by Adavant Consulting for Addendum No. 10 to the Mission Bay FSEIR. The travel demand for the proposed project and the Redevelopment Plan Scenario will be assessed to determine whether changes in travel demand would be within the range of travel demand analyzed under the 1998 Mission Bay FSEIR. Adavant Consulting/LCW Consulting will summarize and package the travel demand information for submittal to ICF's noise and air quality teams for use in their studies.

Transportation impact analysis will determine whether the proposed project or the Redevelopment Plan Scenario would result in potentially hazardous conditions for people walking, bicycling, or driving or public transit operations; or interfere with accessibility for people walking or bicycling to and from the project sites, and adjoining areas, or result in adequate emergency access; or substantially delay public transit; or cause substantial additional VMT or substantially induce automobile travel; or result in loading or parking deficits. In addition, construction-related transportation impacts will be assessed.

The transportation analysis will determine whether the proposed revisions to the Mission Bay South plan for the proposed project or the Redevelopment Plan Scenario would result in new significant environmental effects or substantial increase in the severity of previously identified significant effects, or if new or different mitigation measures or alternatives to reduce project impacts would be required. The transportation section of the CEQA document will serve as the transportation technical report. A technical appendix containing the travel demand summaries and other supporting information will be prepared for inclusion in the CEQA document.

Prior to submitting the first draft of the technical report, Adavant Consulting/LCW Consulting will meet with OCII to present and discuss the findings of the transportation analysis.

As part of this task, Adavant Consulting/LCW Consulting will evaluate mitigation from the Mission Bay FSEIR that requires the removal of the roundabout at 8th and Townsend streets. Adavant Consulting/LCW Consulting, with approval from OCII, will modify transportation mitigation measures from the Mission Bay FSEIR, as needed, as part of the preparation of the Mitigation Plan for the proposed project. This scope of work assumes OCII will consult with SFMTA and any resulting input will be provided to Adavant Consulting/LCW Consulting during the preparation of the Mitigation Plan.

For the full scope of work developed by Adavant Consulting/LCW Consulting, please refer to **Appendix A**.

Noise Technical Report

ICF will prepare a standalone technical report for noise.

Methods and Assumptions Memo

ICF will prepare a Methods and Assumptions Memo that provides the detailed methodology for the technical analyses of the noise technical report (described below). The memo will include a summary of assumptions, methodologies, and scenarios for evaluation that will be used to complete the analysis for the report. This scope assumes up to two calls with OCII to discuss the draft memo. ICF will respond to comments on the draft and prepare a maximum of one additional version of the memo (i.e., the Final version).

Noise Technical Report

The noise technical report will address all impacts required under CEQA and consistent with OCII and department requirements. Analysis methods will be thoroughly described in a Methods and Assumptions Memo, which will be submitted to OCII preceding any technical analysis. Modeling files, assumptions, and calculations will be included as an appendix to the technical report in sufficient detail to be able to replicate the analysis. Both the Methods and Assumptions Memo and technical report are further described below.

The noise technical report will address the following analyses. The noise technical report will be comprised of this scope of work (as an appendix), the Final Methods and Assumptions Memo, and a brief Results Memo. During two meetings with OCII, ICF will verbally present the analysis results and any recommended control measures approximately two weeks prior to the delivery of the draft report. The first meeting will include a discussion of results without control measures (i.e., mitigation) and ICF's recommended mitigation measures; the second meeting will discuss the results of any revisions to the analysis or control measures. ICF will respond to comments on the draft report and prepare a maximum of one additional version (i.e., the Final version). This scope of work assumes that no substantial revisions to the construction or operations modeling will be required as a result of comments. It is further assumed that the data needs request will not require extended back-and-forth between ICF and OCII to clarify responses received and/or fill in missing gaps. All analyses will be performed for the proposed project and the Redevelopment Plan Scenario.

Setting: To characterize the existing noise setting and thus inform the impact analysis, ICF will develop a map showing proposed noise measurement locations. The measurement locations will be part of a noise monitoring survey that ICF will conduct to measure noise in the project area. ICF assumes that OCII will confirm the noise measurement map before the survey is conducted. The results of the noise monitoring survey will be included in a table and discussed in the technical report. The number of measurement sites will be confirmed by OCII, and this scope of work assumes that no more than six (6) measurements total will be conducted (either “long-term” or “short-term” measurements

Construction Noise and Vibration: ICF will evaluate noise and vibration levels from construction equipment using standard acoustical modeling methods used in the FTA Noise and Vibration Impact Assessment Manual (2018). The construction noise and vibration analysis will use construction data provided by OCII. Standard mitigation measures used in the city will be incorporated into the analysis to the extent feasible to address identified impacts. A more detailed methodology for this component of the analysis will be included in the Methods and Assumptions Memo.

Operational Noise: Operation of the project would generate noise through heating, ventilation, and air conditioning (HVAC) equipment and other fixed sources (loading docks, emergency generators, etc.). These types of sources will be evaluated using standard acoustical modeling methods and operational assumptions to be provided and/or confirmed by OCII. The analysis will include recommended control measures to meet OCII’s performance standards, if necessary.

ICF will assess the changes in average daily traffic (ADT) volumes on local streets provided by Adavant Consulting/LCW Consulting. If ADT volumes are projected to increase by 50 percent or more, ICF will conduct additional quantitative traffic noise modeling on roadways in the vicinity of the project sites that increase by 50 percent or more. Increases in ADT less than 50 percent would not result in significant traffic noise increases. ICF assumes that average daily traffic volumes will be provided for all relevant roadways. Traffic noise will be evaluated at up to 10 roadway segments under the following conditions:

- ▶ Existing Conditions
- ▶ Existing plus project (or Opening Year + project)
- ▶ 2040 Cumulative No Project
- ▶ 2040 Cumulative plus project

Traffic noise will be evaluated in terms of how project-related traffic noise increases may affect ambient noise levels, including noise levels at adjacent land uses.

ICF assumes that the project will not include any notable sources of groundborne vibration during operations.

Air Quality Technical Report

ICF will prepare a standalone technical report for air quality addressing the requirements and analyses requested by the department.

Methods and Assumptions Memo

ICF will prepare a Methods and Assumptions Memo that provides the detailed methodology for the technical analyses of the AQTR (described below). The memo will include a summary of assumptions, emission factors, and models that will be used to complete the analysis for the report. It is anticipated that the methodology will generally be consistent with the air quality methodology used in the Event Center FSEIR. Prior to preparing the memo, ICF will confirm with OCII which CalEEMod emissions model or similar methodology to use (e.g., off-model calculations using the latest emissions factors and CalEEMod methodology or the older desktop version with updated emissions factors). Prior to preparing the memo, ICF will also confirm the appropriate assumptions to approximate compliance with the City's Clean Construction Ordinance with OCII. This scope assumes up to two calls with OCII to discuss the draft memo. ICF will respond to comments on the draft and prepare a maximum of one additional version of the memo (i.e., the Final version).

Air Quality Technical Report

Construction activities would involve the use of off-road construction equipment and on-road vehicles, which would generate exhaust emissions of volatile organic compounds (VOC), nitrogen oxides (NO_x), carbon monoxide (CO), sulfur oxides (SO_x), coarse particulate matter (PM₁₀), and fine particulate matter (PM_{2.5}). Diesel-powered engines would generate PM₁₀ and PM_{2.5} in the form of diesel particulate matter (DPM). Operation of the project would generate criteria pollutant emissions. Construction and operation of the project would also generate greenhouse gas (GHG) emissions, however, as discussed below under *Greenhouse Gas Emissions*, GHGs will be assessed through the City's GHG checklist and not in the AQTR.

The AQTR will address all air quality analyses required under CEQA and consistent with department's requirements. Quantification and analysis methods will be thoroughly described in a Methods and Assumptions Memo, which will be submitted to OCII preceding any technical analysis. Model outputs, assumptions, and calculations will be included as an appendix to the AQTR in sufficient detail to be able to replicate the analysis.

The AQTR will address the following analyses. The AQTR will be comprised of this scope of work, once approved by the department (as an appendix), the Final Methods and Assumptions Memo, and a Results Memo. During two meetings with OCII, ICF will verbally present the analysis results and recommended control measures to be included in the analysis to OCII two weeks prior to delivery of the draft AQTR to enable model refinements and quantification of the effectiveness of identified control measures. The first meeting will include a discussion of results without control measures (i.e., mitigation) and ICF's recommended mitigation measures; the second meeting will discuss the results of any revisions to the analysis or control measures. ICF will respond to comments on the draft AQTR and prepare a maximum of one additional version (i.e., the Final version). This scope of work assumes that no substantial revisions to the emissions modeling will be required as a result of comments. It is further assumed that the data needs request will not require extended back-and-forth between ICF and OCII to clarify responses received and/or fill in missing gaps. All analyses will be performed for the proposed project and the Redevelopment Plan Scenario.

Construction Mass Emissions Analysis: Construction activities would involve the use of off-road construction equipment and on-road vehicles, which would generate criteria pollutants and TACs. In addition, architectural coating and paving activities would generate evaporative emissions. Construction emissions will be quantified using data collected from the OCII and the current version of the CalEEMod emissions model or similar methodology. The analysis of construction impacts will consider construction-related control measures, including compliance with the City's Clean Construction Ordinance. Control measures will be developed and quantified to the extent feasible to address identified impacts, if any.

Operational Mass Emissions Analysis: Operation of the proposed land uses may generate criteria pollutant and/or TAC emissions from mobile (e.g., vehicle trips), area (e.g., products), and stationary (i.e., emergency generators) sources. ICF will use the traffic data from the transportation analysis (i.e., vehicle miles traveled) to estimate operational vehicle emissions using industry-standard models and guidance, such as the CalEEMod model and CARB's EMFAC model. Operational emissions resulting from all other emission sources (e.g., area) will also be estimated using CalEEMod and project-specific data provided by OCII, if available. Control measures will be developed and quantified to the extent feasible to address identified impacts, if any.

Localized carbon monoxide hot spots: ICF will review traffic data from the transportation analysis for affected intersections (i.e., Level of Service (LOS)) and the Bay Area Air Quality Management District's (BAAQMD) CO screening criteria to evaluate CO impacts.

Health Effects from TAC and PM2.5 Exhaust: ICF will prepare a quantitative health risk assessment (HRA) to estimate the levels of health risk exposure at sensitive land uses within 1,000 feet of onsite construction activities and primary haul routes to and from the proposed project. The HRA will focus on the level of cancer risk and health hazard resulting from emissions of DPM (defined as diesel PM10) generated by construction of the project. ICF will also analyze expected PM2.5 exhaust concentrations.

ICF will conduct dispersion modeling using the American Meteorological Society/Environmental Protection Agency Regulatory Model Improvement Committee modeling system (AERMOD) with local meteorological data to estimate the concentrations of DPM and PM2.5 exhaust at nearby sensitive receptors. ICF will estimate the level of health risk associated with DPM exposure, including cancer risk, using guidance from the California Office of Environmental Health Hazard Assessment, California Air Resources Board (CARB), BAAQMD, and the department. The project sites are located within an Air Pollutant Exposure Zone (APEZ). If needed, ICF will identify control measures to reduce the level of construction DPM health risk and/or PM2.5 exhaust exposure at nearby offsite sensitive receptors.

As a residential land use, ICF does not anticipate operation of the project to service a substantial number of diesel vehicles that would result in health risks in excess of the City's thresholds. Emergency generators (if installed) would be subject to the permitting requirements specified in BAAQMD Regulation 2, Rule 5, Section 302. However, these would still contribute to long-term health risk impacts and will be evaluated quantitatively. Lifetime excess cancer risk will be calculated based on the results of the construction and operational (generators, if installed) HRAs.

Odors: Neither construction nor operation of the project is expected to result in substantial odors. As such, ICF will qualitatively evaluate odor emissions.

Compliance with Plans: ICF will qualitatively evaluate the project's consistency with state and local air quality plans and policies.

Wind Technical Report

CPP will prepare a standalone technical report for wind. The analysis will cover the following scenarios for the proposed project:

- ▶ Existing conditions
- ▶ Existing plus project conditions (Proposed Amended)
- ▶ Existing plus project plus future buildings (Cumulative Amended)

CPP will conduct the following tasks:

Proximity Model Design and Scope of Work Development: CPP will design a model of the area at a scale of 1:300 (tentative) containing all buildings within a 1,000-foot radius of the site for use in all the tests. This scale allows an adequate portion of surroundings to be included and all the required building details to be modeled accurately. From the architect-supplied information, CPP will generate a 3D test-scale computer model of the project from which all wind tunnel test models will be constructed. CPP will provide a scope of work acceptable for initial submittal to OCII. This will include the proposed testing locations around the development and description of testing configurations. An abbreviated scope of work without test points or testing configurations can be provided more quickly than indicated in the schedule, if acceptable to OCII - it has been CPP's experience that some reviewers accept a narrative description while others require fully developed model designs and measurement point layouts.

Model Construction: The model will be constructed once OCII approves the Scope of Work described above.

Pedestrian-Level Wind Assessment: All results processed for Section 148 assessments will use wind frequency and direction information from the recently published San Francisco Wind Climatology Study. The wind information of this study, derived from a detailed Weather Research Forecasting (WRF) model, provides a standardized statistical representation of the wind climate of the City of San Francisco area to be used for the assessment of the wind conditions for developments within the city. CPP has conducted the appropriate statistical analysis for this data set, which will be adapted for this project based on the site-specific surface roughness requirements. Using CPP probes, they will take measurements at key publicly accessible key locations around the proposed development (for example, near entrances, building corners, setback areas, and other locations of interest relevant to pedestrian comfort and safety) for 36 wind directions. If adverse conditions require remedial measures, CPP will offer recommendations. CPP will evaluate the results using criteria defined by the San Francisco Planning Code. If adverse conditions require remedial measures, CPP will offer recommendations which can be evaluated for additional fee.

For the full scope of work developed by CPP, including additional services, please refer to **Appendix A**.

Shadow Technical Report

Prevision Design will prepare a standalone written summary for shadow. For the full shadow scope of work developed by Prevision Design, please refer to **Appendix A**.

Shadow Base Modeling

Prevision Design will gather existing building and topographical data from sources such as 3rd-party model vendors, aerial photography, city records, and field observations for the environment surrounding the proposed project which contributes to the existing shading conditions surrounding any potentially affected open spaces. This data will be used to build a virtual 3D area model which, with the addition of a model of the project (assumed as part of visual simulation scope) will be used to simulate and render existing vs. project/Redevelopment Plan Scenario vs. cumulative shading conditions.

Shadow Fan Diagrams

Prevision Design will develop a graphical full year shadow diagram for both development parcels, graphically depicting the total aggregate extents of net new project shadow that would occur at any point between:

- a) 10am-4pm from March through September (Mission Bay South D4D standard), and
- b) 1 hour after sunrise through 1 hour before sunset, throughout the year (typical department standard)

These shadow fan diagrams will be generated for both the project and Redevelopment Plan Scenario conditions.

Snapshot Shadow Diagrams

Prevision Design will develop graphical shadow representations that demonstrate the existing vs. new shadows that would be cast by the project and the Redevelopment Plan Scenario, as well as the shadow profiles for both cumulative condition scenarios. Snapshot diagrams will be depicted at hourly intervals from 10 a.m. through 4 p.m. on March 1, March 21, April 21, May 21, June 21, July 21, August 21, September 21, and September 30.

Quantitative Shadow Calculations

Prevision Design will calculate the area of shadow over time (square-feet-hours) present on the affected publicly accessible open space and/or recreation facility under existing conditions as well as what additional shadow would be cast by the 1) proposed project condition, 2) the Redevelopment Plan Scenario condition, and 3) for both under cumulative conditions. Per Mission Bay South D4D Standards, shadow calculations will be made every 7 days from March 1st through September 30th. On these dates, calculations will be taken every 15 minutes starting at 10 a.m. through 4 p.m. These data points are then extrapolated to fill in dates and times between to calculate levels of shadow throughout the year.

If shadow calculations show duration of net new project shadow exceeds one hour within the March-September and 10am-4pm timeframe on any open space, Prevision will determine:

- a) if there are areas within the open spaces that are continually affected for one hour or longer, and if so,

- b) whether or not those areas fall within the additional thresholds established by the Mission Bay South Design for Development on a per park basis.

Final Report

Prevision Design will prepare a written summary including the following topics:

- Applicable codes and regulations
- Project description
- 3D modelling assumptions
- Shadow Analysis Methodology
- Affected Open Spaces (up to 6 assumed)
- Compliance with Mission Bay South D4D shadow standards
- Shadow Diagrams (including the Scoping Shadow Fan Diagram)
- Shadow Calculation Results

Deliverables: one electronic copy of each draft of each technical report deliverable in Word and Adobe PDF formats.

Task 4. Administrative Draft 1 Preliminary Checklist

The Preliminary Checklist will analyze each affected topic at a level adequate to fully assess the potential effects and identify appropriate mitigation measures to reduce the potential impact to a less-than-significant level where feasible. For each environmental topic, significance thresholds will be based on Appendix G of the CEQA Guidelines, the department's modified CEQA checklist, and any additional modifications from OCII. The analysis will be based on standard methodologies and techniques and will focus on the net changes (both on a project basis and on a cumulative basis) anticipated at the project sites.

As discussed with OCII, this scope includes preparation of a Preliminary Checklist and the possibility of the preparation of an Addendum (if determined to be the appropriate CEQA document based on the analysis in the Preliminary Checklist and technical reports) to the Mission Bay FSEIR (see Optional Task 7). ICF will evaluate each of the CEQA environmental topics to determine which, if any, will require additional discussion in the Addendum and which would present no change from the previous EIR, and, therefore, would not require substantial new analysis. This scope of work assumes applicable mitigation measures presented in the Mission Bay FSEIR or the certified Final Event Center and Mixed-Use Development at Mission Bay Blocks 29-32 Subsequent Environmental Impact Report (Event Center FSEIR)³ will apply to the project; these mitigation measures will not be reproduced in full in the Preliminary Checklist.

³ Successor Agency to the Redevelopment Agency of the City and County of San Francisco, 2020. Final Event Center and Mixed-Use Development at Mission Bay Blocks 29-32 Subsequent Environmental

The Preliminary Checklist will substantially rely on the summary of the analyses in the Mission Bay FSEIR that was prepared for the Event Center FSEIR. In addition, the analysis of the potential impacts of the project will substantially rely on the technical reports prepared as part of this task. The Preliminary Checklist will analyze the potential effects of both the proposed project and the Redevelopment Plan Scenario; this scope of work assumes the analysis and conclusions for the Redevelopment Plan Scenario will substantially rely on the analysis and conclusions of the proposed project. This scope of work assumes that no new mitigation measures beyond those included in the Mission Bay FSEIR or Event Center FSEIR will be necessary; however, this scope of work assumes that mitigation measures may be updated or modified as needed. This scope of work assumes existing conditions (i.e., the baseline) in the Preliminary Checklist will be existing (2022/2023) land use and transportation conditions in the vicinity of the project sites; the baseline assumptions will be approved by OCII prior to starting the analyses. After OCII's review of Administrative Draft 2 of each technical report, this scope of work assumes the Administrative Draft 1 Preliminary Checklist will be submitted for review.

This scope of work assumes all comments from reviewers on a deliverable will be compiled into one file (either in MS Word or PDF formats or in an email) and provided to ICF; any conflicting comments from reviewers will be resolved prior to providing comments on each deliverable.

The approach will be refined, if needed, following the completion of Task 1. The following discussion, when combined with Optional Task 7, provides a potential approach to each CEQA topic.

Land Use

The project sites are zoned as Mission Bay Residential (mixed use including neighborhood serving Retail) as per the Mission Bay South Redevelopment Plan. Block 12 is zoned as HZ-2 and Block 4 is zoned as HZ-3. Adjacent land uses predominantly consist of open space, public facilities, and residential uses.

The proposed project would increase allowable building heights on Blocks 12W and 4E using the bulk and height standards established under the Mission Rock and Pier 48 project. The Mission Rock and Pier 48 project established a maximum building height of 240 feet for residential/mixed use buildings with varying setbacks and floorplate reductions. ICF will consider whether the project would physically divide an established community (not anticipated) or conflict with any land use plan, policy, or regulation adopted to avoid or mitigate an environmental effect.

Population and Housing

The project proposes to construct up to 980 new dwelling units, which would be greater than the previously planned and approved 165 dwelling units. ICF will examine the project's effect on

population, jobs, and housing in the city and, to a lesser extent, in the region. The analysis will focus on the increase in population due to the proposed dwelling units.

Public Services/Recreation

ICF will gather readily available information from the San Francisco Police Department, San Francisco Fire Department, San Francisco Park and Recreation Department, San Francisco Unified School District, and San Francisco Public Library to determine current service levels and capacity to serve increased demand. ICF will estimate project-generated demand for public services and recreation facilities based on existing operational standards cited in recently prepared CEQA documentation. Other measures of demand will also be considered, such as the projected increases in the calls for service and the projected demand of recreational facilities and library services. ICF will evaluate the extent to which project demands would trigger the need for new public facilities whose construction might result in physical environmental effects.

Utilities and Service Systems

ICF will examine the project's effect on water supply, wastewater treatment, and solid waste disposal. ICF will describe existing utility providers, system capacity, and improvement plans; evaluate the net change in the demand for water, wastewater, solid waste, and energy, relative to existing and planned capacity for the utilities; consider stormwater generation associated with the project and how the city's Stormwater Management Ordinance will apply; and discuss whether the project would trigger the expansion or construction of new infrastructure or facilities. In addition, ICF will evaluate the project's consistency with the Recycled (or Reclaimed) Water Use Ordinance. ICF will rely on information in a water supply memorandum, water needs assessment, or water supply assessment (if determined necessary) prepared for the project by SFPUC and coordinated by OCII. ICF will also rely on coordination to be conducted by OCII with city departments (including SFPUC) regarding sewer capacity and other utilities (as appropriate). Finally, ICF will also rely on coordination to be conducted with OCII with PG&E regarding access to electrical supply infrastructure in the vicinity of the project sites, including communicating with a specific PG&E point of contact, providing an estimate for the project's specific electrical infrastructure needs, and evaluating whether additional electrical infrastructure is needed for the project; this scope of work assumes OCII will complete this evaluation early on in the CEQA process (i.e., while the Project Description is being prepared) to determine whether the potential environmental impacts of any additional electrical infrastructure needs to be analyzed in the Preliminary Checklist.

Energy

In accordance with Appendix F of the CEQA Guidelines, ICF will provide an analysis of the proposed project's consumption of energy resources, particularly electricity, natural gas and transportation fuels, during both the project's construction and operational phases. The analysis will account for project features that would avoid or reduce the inefficient, wasteful, and unnecessary consumption of energy. This scope of work assumes the project would comply with the city's All-Electric New Construction Ordinance.

Biological Resources

The project sites are fully paved and are surrounded by dense urban development that contains limited vegetation that could provide native natural habitat. Potential locations that could serve as natural habitat near the project sites include Mission Creek Channel and Mission Creek Park. Based on a desktop survey, an ICF biologist will review the project sites for any vegetation that could provide suitable habitat and will discuss potential conflicts of project development with applicable regulations. Based on prior experience in the city, and the disturbed nature of the sites, ICF anticipates the prominent issues for the project would be limited to nesting birds. ICF will also confirm compliance with the city's Standards for Bird-Safe Buildings, if applicable.

Geology and Soils

ICF will prepare the geology and soils section of the Preliminary Checklist based on the preliminary geotechnical exploration report prepared by Divis Consulting as part of Task 3. ICF will rely on the information included in the preliminary geotechnical exploration report to characterize the existing setting for geology, soils, and seismicity in the geology and soils section. This scope of work assumes pile-driving to bedrock for the proposed buildings, no auger drilling will be used, and no underground parking or basements would be constructed as part of the proposed project.

To evaluate impacts on paleontological resources, ICF will identify geologic units underlying the project sites based on geologic mapping. ICF will evaluate the potential for these geologic units to contain significant paleontological resources based on a review of a paleo layer provided by the department, database inquiry with the University of California Museum of Paleontology specimens database, and a search of the scientific literature. ICF will then assign a paleontological potential rating of high, undetermined, low, or no paleontological potential to each geologic unit, in accordance with Society of Vertebrate Paleontology guidelines, depending on the likelihood of significant paleontological resources to be present in the geologic unit. If construction would disturb a previously undisturbed geologic unit with high paleontological potential, there would be an impact on this resource.

ICF will conduct the following tasks:

- Describe existing federal, state, and local laws and regulations related to geology, soils, and seismicity as well as paleontological resources.
- Describe the Project grading, excavation, and foundation systems designed to support the proposed structures.
- Describe the proposed maximum depth of excavation.
- Describe the recommendations made in the geotechnical report, which would be implemented to reduce any impacts.
- Develop, as needed, mitigation measures to reduce any significant impacts to a less-than-significant level or eliminate, if feasible. Typical mitigation measures for paleontological resources include an assessment by a qualified paleontological professional regarding the need for the paleontological monitoring and, if recommended, worker awareness training.

Hydrology and Water Quality

The project sites largely consist of impermeable surface area. If no standalone hydrology and drainage report is provided by the project sponsor, this scope of work assumes OCII, as part of the data needs collection process, will provide information regarding existing and proposed pervious area within the project sites, existing and proposed drainage plans, and existing and proposed stormwater infrastructure. The project sites are in areas mapped where significant flooding from storm runoff is highly likely to occur during a 100-year storm. This scope of work assumes the project would not result in additional stormwater runoff compared to existing conditions. ICF will also discuss the project's required compliance with the city's Stormwater Management Ordinance. This scope of work does not include pre- and post-construction stormwater flow modeling. The Preliminary Checklist will document the measures included in the project's Stormwater Control Plan, if available, including the type of low-impact design approaches and the locations of stormwater management facilities to reduce the project's stormwater runoff. This scope of work assumes the project would be designed to account for sea level rise impacts and will rely on any applicable analysis in the Mission Bay FSEIR.

Hazards and Hazardous Materials

This scope of work assumes OCII will not provide ICF with a Phase 1 Environmental Site Assessment for the project sites. ICF will conduct an EDR Radius Map Report for the project sites to identify whether the project sites or any sites in the vicinity are listed on any hazardous materials databases. ICF will summarize the findings of the EDR Radius Map Report in the hazardous and hazardous materials Preliminary Checklist section. The project sites are located in a Maher Area, meaning that they are known or suspected to contain contaminated soil and/or groundwater. In addition, construction of the proposed project would likely require the disturbance of more than 50 cubic yards of soil. Therefore, the proposed project is subject to Article 22A of the Health Code, also known as the Maher Ordinance. ICF will document the enrollment of the proposed project in the San Francisco Department of Public Health Article 22A (Maher) program based on the Maher application prepared and submitted for the proposed project by OCII.

Mineral/Agricultural/Forest Resources

ICF will document the lack of mineral, agricultural, and forest resources on the project sites.

Deliverables: Three hard copies of the Administrative Draft 1 Preliminary Checklist; one electronic copy of the Administrative Draft 1 Preliminary Checklist in Word and Adobe PDF formats.

Task 5. Screencheck and Final Preliminary Checklist

After reviewing Administrative Draft 1 of the Preliminary Checklist, OCII will determine if an Administrative Draft 2 of the Preliminary Checklist is necessary. For the purposes of developing our scope and cost, we assume an Administrative Draft 2 of the Preliminary Checklist will not be necessary. If an Administrative Draft 2 of the Preliminary Checklist is necessary, a scope and budget amendment may be required.

ICF will prepare the Screencheck Preliminary Checklist to respond to OCII's comments on the Administrative Draft 2 Preliminary Checklist. This scope of work assumes all comments from

reviewers on a deliverable will be compiled into one file (either in MS Word or PDF formats or in an email) and provided to ICF; any conflicting comments from reviewers will be resolved prior to providing comments on each deliverable. In addition, this scope of work assumes OCII staff will primarily directly edit (as compared to inserting comments) each draft of the Preliminary Checklist during the city's reviews and there will be a "live edit" team meeting for the Screencheck Preliminary Checklist to resolve remaining comments. Based on comments received from the department, ICF will revise the document as necessary. The level of effort is dependent on the amount and nature of the comments received on the Administrative Draft 2 Preliminary Checklist.

ICF will prepare the Final Preliminary Checklist incorporating OCII's comments on the Screencheck Preliminary Checklist.

An electronic copy of the updated administrative record will be submitted to the department coordinator five business days after submittal of the Final Preliminary Checklist.

Deliverables: Three hard copies each of the Screencheck and Final Preliminary Checklist; one electronic copy of the Screencheck and Final Preliminary Checklist in Word and PDF formats; and administrative record.

Task 6. Project Management/Meetings

The purpose of this task is to manage the ICF project team and the overall Preliminary Checklist and Addendum effort (if determined to be the appropriate CEQA document based on the analysis in the Preliminary Checklist and technical reports), while maintaining regular, close communication between the OCII team, department team, ICF, subconsultants, and other stakeholders as needed. The ICF project management team will be responsible for project coordination activities, quality assurance and control (QA/QC), and maintaining the project schedule and budget. For purposes of the cost estimate, ICF assumes an iterative document preparation process, with one member of the ICF project management team attending regular virtual bi-weekly and sometimes weekly meetings with the OCII team (including assigned department staff). In addition, one member of the ICF project management team will attend two virtual screen review meetings (e.g., one to review the OCII team's comments on the Administrative Draft Preliminary Checklist and one to review the OCII team's comments on the Administrative Draft Addendum) of three hours each. The ICF team can attend and participate in any additional meetings on an as-needed basis with a budget amendment. This task is intended to ensure that the project will be completed on time and within budget and that all work products are of the highest quality.

Optional Task 7. Administrative Draft 1 Addendum (or Other Appropriate CEQA Document)

After OCII's review of Administrative Draft of each technical report is complete, OCII will determine whether an Addendum to the Mission Bay FSEIR is the appropriate CEQA document or whether another CEQA document is appropriate. If requested, ICF will prepare the Administrative Draft 1 Addendum or other document. This scope of work assumes the Administrative Draft 1 Addendum will be submitted for review after all the technical reports are finalized. The scope of work and budget for Optional Tasks 7, 8, and 9 assumes an Addendum

to the Mission Bay FSEIR is appropriate. If another CEQA document is determined to be appropriate, ICF may prepare a revised scope of work and cost estimate.

CEQA Guidelines Section 15164 provides that the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions requiring a subsequent or supplemental EIR have occurred. The lead agency's decision to use an addendum must be supported by substantial evidence that the conditions that would trigger preparation of a subsequent EIR, as provided in CEQA Guidelines Section 15162, are not present. The analysis of environmental effects in the Addendum will provide the basis for that determination.

As described in this task, standalone technical reports and supporting materials, which will be appended to the Addendum or other document, will be prepared for the following topics: cultural resources, transportation and circulation, noise, air quality and greenhouse gas (GHG) emissions, wind, and shadow. As discussed under Task 3, if directed to do so by OCII, ICF will not prepare a standalone technical report and will instead include the analysis for some topics in the CEQA document, with supporting materials included as an appendix. However, ICF will prepare the same number of versions of the technical analysis for that topic as noted under Task 3 even if the technical analysis is included entirely in the CEQA document and not a standalone technical report (e.g., ICF will only prepare two versions of the noise technical analysis as noted under Task 3 even though ICF is scoped to prepare four versions of the Addendum or other document). The following discussion, when combined with Task 4, provides a potential approach to each CEQA topic.

Aesthetics

Senate Bill (SB) 743 became effective on January 1, 2014. SB 743 added Section 21099 to the Public Resources Code and eliminated the analysis of aesthetics and parking impacts for certain urban infill projects under CEQA. It is anticipated that the proposed project meets the definition of a residential project on an infill site within a transit priority area as specified by Section 21099. This scope of work assumes the SB 743 Eligibility Checklist will be completed by the department or OCII and provided to ICF. ICF will incorporate the information/findings from the SB 743 Eligibility Checklist into the Addendum or other document. As a result, the Addendum or other document will not contain a separate discussion of the topic of aesthetics, which can no longer be considered in determining the significance of the project's physical environmental effects under CEQA. Photo-simulations will be presented in the project description in the absence of an aesthetics analysis. To support the SB 743 Eligibility Checklist, Prevision Design will conduct the following tasks related to visual simulations.⁴

- ▶ 3D Modeling
- ▶ Viewpoint Scoping

⁴ This scope of work assumes that the visual simulations analysis will be of conceptual building massing and not completed architectural designs with materials and finishes.

- ▶ Site Photography
- ▶ Draft/Final Visual Simulations (either for use to support the SB 743 Eligibility Checklist or to include in the Project Description)

For the full visual simulations scope of work developed by Prevision Design, please refer to **Appendix A**.

ICF will prepare up to five figures for the aesthetics section of the Addendum or other document, including figures showing the visual simulations (if requested).

Cultural Resources and Tribal Cultural Resources

ICF will prepare the cultural resources section of the Addendum or other document based on the analysis and results presented in the technical report prepared as part of Task 3. Impacts and mitigation (if applicable) will be based on the analysis contained in the cultural resources technical report. ICF will prepare the tribal cultural resources section of the Addendum or other document based on the written summary provided by OCII or the department regarding the consultation efforts.

Transportation and Circulation

As discussed under Task 3, the transportation section of the CEQA document will serve as the transportation technical report. A technical appendix containing the travel demand summaries and other supporting information will be prepared for inclusion in the CEQA document. Advant Consulting/LCW Consulting will prepare the transportation section of the Addendum or other document. Advant Consulting/LCW Consulting will prepare the transportation section consistent with the city's transportation impact analysis guidelines. The transportation section will incorporate the results of the transportation analysis and requirements as outlined in applicable mitigation measures. ICF will provide oversight of the process along the way, including review of drafts and confirmation that comments are properly integrated. ICF will ensure that the section will be written in a manner that is consistent with the rest of the document.

Noise

ICF will prepare the noise section of the Addendum or other document based on the analysis and results presented in the technical report prepared as part of Task 3. The noise section will include a setting section that describes the existing ambient noise environment (including the noise monitoring survey results) in the project area and noise- and vibration-sensitive land uses in proximity to the sites(s). The city's noise guidelines and standards will be summarized, in addition to guidance from other agencies as applicable.

ICF will use the most recent department guidance to evaluate project impacts. The noise section will include a brief summary of the methodology and assumptions used to estimate construction and operational noise levels, with reference to the noise technical report for a more comprehensive discussion. Impacts and mitigation will be based on the analysis contained in the noise technical report.

Air Quality

ICF will prepare the air quality section of the Addendum or other document based on the analysis and results presented in the AQTR prepared as part of Task 3. The department will provide ICF with the department's standard Initial Study language to use as a base for the section in the Addendum or other document; the department and ICF will discuss any necessary revisions to the standard language for this document. The air quality chapter will include a setting section that describes the pollutants of greatest concern and their known health effects. ICF will summarize meteorological and climatological data for the project study area, as well as localized conditions near the project sites. The existing state and federal ambient air quality standards; the region's attainment status; and a discussion of applicable air quality attainment plans will be provided. ICF will also describe the locations of existing sensitive receptors in the vicinity of the project sites.

ICF will use the BAAQMD's most recent CEQA Air Quality Guidelines and department guidance to evaluate project impacts. We will describe the air quality thresholds used to identify significant impacts based on the BAAQMD's Guidelines and guidance provided by BAAQMD and department staff. The air quality chapter will include a brief summary of the methodology used to estimate emissions, with reference to the AQTR for a comprehensive discussion. Impacts and control measures will be based on the analysis contained in the AQTR.

Greenhouse Gas Emissions

ICF, with assistance from OCII, will prepare a GHG checklist for the project to be reviewed by OCII. We will disclose the anticipated consistency finding with the city's GHG Reduction Strategy. ICF will respond to comments on the draft checklist and one additional version.

Wind

ICF will prepare the wind section of the Addendum or other document based on the analysis and results presented in the technical report prepared by CPP as part of Task 3. Impacts and mitigation (if applicable) will be based on the analysis contained in the wind technical report.

Shadow

ICF will prepare the shadow section of the Addendum or other document based on the analysis and results in the shadow summary prepared by Prevision Design as part of Task 3. Impacts and mitigation (if applicable) will be based on the analysis contained in the shadow summary. The shadow section will detail the shadow modeling methodology and assumptions, list and general descriptions of affected parks/open spaces/ San Francisco Unified School District (SFUSD) school sites under the project and the Redevelopment Plan Scenario, qualitative shadow impact discussion, and graphical analysis.

Deliverables: Three hard copies of the Administrative Draft 1 Addendum or other document; one electronic copy of the Administrative Draft 1 Addendum or other document in Word and Adobe PDF formats.

Optional Task 8. Administrative Draft 2 Addendum (or Other Appropriate CEQA Document)

If requested, ICF will prepare the Administrative Draft 2 Addendum or other document to respond to OCII's comments on the Administrative Draft 1 Addendum or other document. This scope of work assumes all comments from reviewers on a deliverable will be compiled into one file (either in MS Word or PDF formats or in an email) and provided to ICF; any conflicting comments from reviewers will be resolved prior to providing comments on each deliverable. Based on comments received from the department, ICF will revise the document as necessary. The level of effort is dependent on the amount and nature of the comments received on the Administrative Draft 1 Addendum or other document. In addition, this scope of work assumes OCII staff will primarily directly edit (as compared to inserting comments) the Administrative Draft 1 Addendum or other document during the city's review.

Deliverables: Three hard copies of the Administrative Draft 2 Addendum or other document; one electronic copy of the Administrative Draft 2 Addendum or other document in Word and PDF formats.

Optional Task 9. Screencheck and Final Addendum (or Other Appropriate CEQA Document)

If requested, ICF will prepare the Screencheck Addendum or other document to respond to OCII's comments on the Administrative Draft 2 Addendum or other document. This scope of work assumes all comments from reviewers on a deliverable will be compiled into one file (either in MS Word or PDF formats or in an email) and provided to ICF; any conflicting comments from reviewers will be resolved prior to providing comments on each deliverable. Based on comments received from the department, ICF will revise the documents as necessary. The level of effort is dependent on the amount and nature of the comments received on the Administrative Draft 2 Addendum or other document. In addition, this scope of work assumes OCII staff will primarily directly edit (as compared to inserting comments) the Administrative Draft 2 Addendum or other document during the city's review and there will be a "live edit" team meeting for the Screencheck Addendum or other document to resolve remaining comments.

ICF will prepare the Final Addendum or other document, incorporating OCII's comments on the Screencheck Addendum or other document.

An electronic copy of the updated administrative record will be submitted to the department coordinator five business days after submittal of the Final Addendum or other document.

Deliverables: Three hard copies each of the Screencheck and Final Addendum or other document; one electronic copy of the Screencheck and Final Addendum or other document in Word and PDF formats; and administrative record.

APPENDIX A: SUBCONSULTANTS' SCOPES OF WORK

Please note that subsequent to the preparation of the subconsultants' scopes of work, the two scenarios to be evaluated in the Preliminary Checklist were refined. Any references to a "project variant" in the scopes of work included in Appendix A refer to the Redevelopment Plan Scenario.



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October 21, 2022

VISUAL SIMULATIONS AND SHADOW ANALYSIS: MISSION BAY SOUTH BLOCKS 12W & 4E PROJECTS AND VARIANTS

Dear Jessica,

Prevision Design is pleased to present ICF (the client) with this scope and fee proposal to perform visual simulations and shadow analysis in accordance with San Francisco Planning Department, Mission Bay South D4D Guidelines and California Environmental Quality Act (CEQA) standards for the proposed project and project variant at Blocks 12W and 4E in Mission Bay, as depicted in the OCII Presentation "Expanding Housing Entitlement in Mission Bay South", dated September 2022.

A. PROPOSED VISUAL SIMULATIONS SCOPE OF WORK

NOTE: It is assumed that the visual simulation analysis will be of conceptual building massing and not completed architectural designs with materials and finishes.

3D Modeling

The client shall provide PreVision Design with usable 3D CAD-based models of the proposed project for both sites along with the project variant massing, or sufficient plan and elevation details for simple 3D forms to be generated for these proposals. Additionally, the client will furnish a CAD site survey and/or a site plan with referenced grade elevations shall be provided to accurately locate the building forms. Prevision Design will additionally source and place models for nearby visual context information as well as other nearby planned projects in order to represent massing of cumulative conditions as required.

Viewpoint Scoping

Prevision Design will work with the client and/or reviewing agencies to mockup potentially appropriate viewpoints for visual simulations using web-based Google Earth and/or ESRI services. These will be presented for review and selection of final views prior to conducting site photography. Task assumes



preparation work, attendance at a working meeting, and production of a viewpoint map. A total of 8 total viewpoints (including both 12E and 4E) are assumed by this scope of work.

Site Photography

Prevision Design will perform a site visit to take photographs from an array of angles and locations in proximity to the agreed upon viewpoints. From these photographs the final views will be selected.

Draft/Final Visual Simulations

Using the approved viewpoint photos, Prevision Design will align the 3D model to match the perspective and scale of each viewpoint photo. Using conceptual rendering techniques (unless otherwise specified), Prevision Design will generate draft photo simulations of both the project condition, project variant conditions (along with cumulative condition models) within the photographic context for review, comment and revision as needed. Upon approval of these draft views, final views will be generated which will include fine tuning, and photoshop work to clean up foreground and background details and add additional site context as necessary.

B. PROPOSED SHADOW ANALYSIS SCOPE OF WORK

Shadow Base Modeling

Prevision Design will gather existing building and topographical data from sources such as 3rd-party model vendors, aerial photography, city records, and field observations for the environment surrounding the proposed project which contributes to the existing shading conditions surrounding any potentially affected open spaces. This data will be used to build a virtual 3D area model which, with the addition of a model of the project (assumed as part of visual simulation scope) will be used to simulate and render existing vs. project/variant vs. cumulative shading conditions.

Shadow Fan Diagrams

Prevision will develop a graphical full year shadow diagram for both development parcels, graphically depicting the total aggregate extents of net new project shadow that would occur at any point between:

- a. 10am-4pm from March through September (Mission Bay South D4D standard), and
- b. 1 hour after sunrise through 1 hour before sunset, throughout the year (typical SF Planning Standard)

These shadow fan diagrams will be generated for both the project and project variant conditions.

Snapshot Shadow Diagrams

Prevision Design will develop graphical shadow representations that demonstrate the existing vs. new shadows that would be cast by the project and project variant, as well as the shadow profiles for both cumulative condition scenarios. Snapshot diagrams will be depicted at hourly intervals from 10 a.m. through 4 p.m. on March 1, March 21, April 21, May 21, June 21, July 21, August 21, September 21, and September 30.

Quantitative Shadow Calculations:

Prevision will calculate the area of shadow over time (square-feet-hours) present on the affected publicly accessible open space and/or recreation facility under existing conditions as well as what additional shadow would be cast by the, 1) proposed project condition, 2) the project variant condition, and 3) for both under cumulative conditions. Per Mission Bay South D4D Standards, shadow calculations will be made every 7 days from March 1st through September 30th. On these dates, calculations will be taken every 15 minutes starting at 10 a.m. through 4 p.m. These data points are then extrapolated to fill in dates and times between to calculate levels of shadow throughout the year.

If shadow calculations show duration of net new project shadow exceeds one hour within the March-September and 10am-4pm timeframe on any open space, Prevision will determine:

- a. if there are areas within the open spaces that are continually affected for one hour or longer, and if so,
- b. whether or not those areas fall within the additional thresholds established by the Mission Bay South Design for Development on a per park basis.

Final Report

Prevision Design will prepare a written summary including the following topics:

- Applicable codes and regulations
- Project description
- 3D modelling assumptions
- Shadow Analysis Methodology
- Affected Open Spaces (up to 6 assumed)
- Compliance with Mission Bay South D4D shadow standards
- Shadow Diagrams (including the Scoping Shadow Fan Diagram)
- Shadow Calculation Results

Additional Deliverables (if required/desired)Field Observations:

Prevision shall make six, 30-minute long site visits to each existing affected publicly accessible open space and/or recreation facility to observe and record the nature and intensity of use(s) in that space. Visits would include morning, midday and afternoon observations on both a weekday/weekend.

Section 295 Annual Quantitative Shadow Calculations:

Prevision will calculate the area of shadow over time (square-feet-hours) present on the affected publicly accessible open space and/or recreation facility under existing conditions as well as what additional shadow would be cast proposed project and for both cumulative conditions on 27 sample dates (every 7 days from June 21st through December 20th). On these dates, calculations will be taken every 15 minutes starting 1 hour after sunrise through 1 hour before sunset. These data points are then extrapolated to fill in dates and times between to calculate levels of shadow throughout the year.

C. PROJECT FEE TABLE

Scope	Fee
VISUAL SIMULATIONS:	
Context/Cumulative 3D Modeling (T&M allowance)	\$1,680
Viewpoint Scoping	\$1,680
Site Photography (assumes one day of shooting)	\$2,240
Visual Simulations (6 views for Project/Variant)	\$7,500
TOTAL VISUAL SIMULATIONS	\$13,100
<i>Additional/Optional Visual Sims Deliverables</i>	
<i>Additional Viewpoint Site Photography</i>	<i>T&M</i>
<i>Additional Simulation Viewpoints</i>	<i>\$1,250/view</i>
SHADOW ANALYSIS:	
Shadow Base Modelling	\$2,500
Project Shadow Fan Diagrams (Project & Variant Scenarios)	\$1,500
Snapshot Shadow Diagrams (project/variant/cumulative)	\$3,000
Quantitative Shadow Calculations (Mission Bay South D4D Standards, up to 6 affected open spaces assumed)	\$4,000
Final Report	\$2,500
TOTAL SHADOW ANALYSIS	\$13,500
<i>Additional/Optional Shadow Deliverables</i>	
<i>Field Observations (per affected open space)</i>	<i>\$1,250</i>
<i>Quantitative Shadow Calculations (per open space, Section 295 Standards)</i>	<i>\$1,000</i>
Meetings & Coordination Allowance (T&M, 8hr budget)	\$2,240
TOTAL FEE PROPOSAL	\$28,840

Fee Qualifications:

1. Listed fees are for professional services and named deliverables only, are based on the scope of work as understood at this proposal was prepared and are subject to change due to changes in the scope of work.



2. Work performed at client's behest beyond the above-outlined scope of work, including attendance at meetings and/or public hearings shall be subject to additional fees, billed hourly as Extra Services at the rates per the attached Schedule of Charges.

D. PAYMENT SCHEDULE

Progress billing shall occur monthly on the 1st of each month with amount due reflecting percentage completion. Invoices shall be sent electronically via email (unless paper copies are requested) and are considered due upon receipt and shall be deemed delinquent after 30 days.

E. LIMITATIONS OF LIABILITY

1. The proposed visual and shadow simulations and analyses produced are presented as reasonable and economical approximations of the aesthetic and shadow effects of proposed project and project variant based on data provided by the client, available building records, and site observations and are representative of the accepted standards of the San Francisco Planning Department, Parks and Recreation Department, and the Office of Community Investment and Infrastructure (OCII). Prevision Design is indemnified and held harmless from any actions arising from their accuracy, and any errors on the part of Prevision Design will be corrected as a matter of course.
2. Prevision Design has the right rely on the accuracy and completeness of any client supplied materials.
3. Nothing in this Agreement, and nothing in Adam Phillips's nor Prevision Design's written or verbal statements should be construed as a promise or guarantee of any specific findings or conclusions of this analysis, and any such comments are expressions of opinion only. You understand, acknowledge, and agree that due to the subjective nature of project Prevision Design cannot guarantee, and has not represented nor guaranteed, that the findings of these analyses will result in approval or disapproval of the project as proposed on such grounds. Prevision Design cannot control and as such shall not be liable for any damages resulting from the actions or determinations of any governmental agencies.
4. To the maximum extent permitted by law, the Client agrees to limit Prevision Design's liability for the Client's damages to Prevision Design's total fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
5. Each party agrees to indemnify and hold harmless the other party and its employees, members, land-lord, successors, and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party arising out of the performance of any of its duties or obligations under this Agreement, however this indemnification shall not extend to cover acts of willful misconduct and/or gross negligence. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

F. WORK PRODUCT

1. Most work product generated by Prevision Design shall be considered the property of the client and shall be provided electronically at any time upon request, with the following exceptions:



- a. Prevision Design frequently uses 3D modelling data which owned and licensed a 3rd party and has secured the rights to use this data the purpose of creating 3D urban models for shadow calculation but does not have the right to provide 3D models containing this data to any other party, including clients.
- b. Prevision Design uses custom built software tools and data models which are part of a proprietary process which shall not be provided. Project data spreadsheets, if requested, shall be sent with values only (formulas removed).

G. OTHER PROVISIONS & DISCLOSURES

1. This Contract shall be governed by the law of the place where the Project is located.
2. Neither party to this Contract shall assign the contract as a whole without written consent of the other.
3. Nothing contained in this Contract shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Prevision Design.
4. Contract may be terminated by either party by providing written notice. Upon termination, prorated fees for any work performed since the last invoice shall be paid to Prevision Design.
5. Prevision Design maintains the following insurance coverage (per occurrence/aggregate limits):
 - Commercial General Liability (1M/2M)
 - Professional Liability Errors & Omissions (1M/1M)
 - Workers Compensation (1M/1M)
 - Business Auto (1M/1M)
 - Umbrella Policy (2M)
6. Disclosure: Prevision Design is a DBA for Adam Phillips Architectural Corporation. For the purposes of this contract no distinction shall be drawn between these entities.

H. ACCEPTANCE

If this proposal is acceptable, please sign below and return to Prevision Design in order to execute this contract and proceed. This unsigned proposal shall expire 30 days from its submission.



Adam Phillips, Principal

October 21, 2022

Date

Client Authorization:

Signature of Client or Authorized Agent

Date

Printed Name: _____

Title: _____



PREVISION DESIGN BILLING RATES & PAYMENT POLICIES

Effective January 1st, 2022

HOURLY BILLING RATES

Adam Phillips, Principal

\$280 / hr

REIMBURSABLE CHARGES

The following charges are in addition to personnel fees:

Auto Mileage

IRS Standard Mileage Rates

Printing and reproduction (per sheet)

Black & White Prints/Copies (Letter)

\$0.25

Black & White Prints/Copies (Ledger/Super B)

\$1.00

Presentation Color (letter size)

\$4.00

Large Format prints/plots (outsourced)

Cost + 10%

Unless otherwise specified by contract, charges for all outside consultant and other reimbursable expenses are computed on the basis of cost plus 10%.

PAYMENT METHOD

Invoices shall be prepared and sent via email (unless hard copy is requested) on a monthly basis. Billing shall reflect hours spent and/or project progress, shall be due upon receipt. Failure of the client to make payments within 90 days may be taken as a directive to cease work until payment are received. Past due payments shall additionally be subject to interest at the prevailing rate.

CHANGES IN BILLING RATES AND POLICIES

The rates shown on the schedule of charges are reviewed yearly and are then reissued if modified. Unless specified by contract, charges to all projects (including those continuing from the previous schedule) will be based on the latest schedule of charges.

Mission Bay South Redevelopment Plan Amendment – CEQA Analysis
Revised Transportation Scope of Work
February 15, 2023

Adavant Consulting/LCW Consulting will prepare the transportation section of the CEQA document for the Mission Bay South Redevelopment Plan Amendment and will participate in support tasks as identified below. The transportation impact assessment will follow the San Francisco Planning Department's (planning department) *Transportation Impact Analysis Guidelines* (2019 Guidelines), as applicable, and will include a comparison to the impact determinations within the 1998 Mission Bay FSEIR.

Task 1: Initial Meeting and Transportation Scoping

Adavant Consulting/LCW Consulting will attend a project kick-off meeting. This involves meeting with OCII, the planning department and the consultant team to review/discuss the proposed project, gathering currently available transportation data from recent or ongoing transportation studies in the project vicinity, and confirming data to use in the transportation analysis. In addition, Advant Consulting/LCW Consulting will draft and finalize a transportation scope of work.

Task 2: Project Travel Demand

Adavant Consulting/LCW Consulting will work with OCII to gather information about built, under construction, and planned development under the current plan in the Mission Bay Area by type and development Block location. Advant Consulting/LCW Consulting will use information provided by OCII as part of the RFP information (page 20 of PowerPoint) and from OCII's development tracking database to ascertain the actual development that has occurred at each Block within the Mission Bay South area since the similar work performed for Plan Amendment No. 10 (November 2020), buildings that are currently under construction, and those with already approved plans. Advant Consulting/LCW Consulting will also consult with UCSF regarding approved amendments to the 2014 LRDP which increase planned development at their campus. In addition, Advant Consulting/LCW Consulting will confirm with the project team the development assumptions to be used for the proposed project and variant (i.e., D4D Compliant scenario with 426 additional housing units on Blocks 12W and 4E and the Amended D4D scenario with 815 additional housing units on Blocks 12W and 4E).

Adavant Consulting/LCW Consulting will use travel characteristics developed by Advant Consulting for the Mission Bay FSEIR Addendum No. 10 for use in the travel demand analysis for the proposed project. Advant Consulting/LCW Consulting will develop updated travel demand for the Mission Bay South area for conditions for the proposed project and project variant. Consistent with the 1998 Mission Bay FSEIR, the travel demand estimates will be conducted for the daily and p.m. peak hour periods. The travel demand analysis will include an estimate of the number of person trips, trips by mode of travel, and vehicle trips by place of origin/destination.

Thus, it is anticipated that the travel demand analysis will be performed for three separate scenarios:

- Scenario 1: Mission Bay Plan Baseline will assume the already built and currently planned development for the Mission Bay South area, in accordance with the Mission Bay South Redevelopment Plan up to Amendment No. 10.
- Scenario 2: D4D Compliant proposed project/project variant would add 426 additional housing units, for a total of 591 units on Block 12W and Block 4E parcels.
- Scenario 3: Amended D4D proposed project/project variant would add 815 additional housing units, for a total of 980 units on Block 12W and Block 4E parcels.

The travel demand results for the proposed project and project variant will then be compared to those presented in the 1998 Mission Bay FSEIR.

Adavant Consulting/LCW Consulting will summarize and package the travel demand information for submittal to the noise and air quality analysts for use in their studies. In addition, Advant Consulting/LCW Consulting will conduct the following tasks to support the noise and air quality analyses data needs:

- Advant Consulting/LCW Consulting will calculate total daily VMT using the same methodology as was used for Addendum No. 10 to Mission Bay Final Subsequent EIR Appendix C (November 2020). Total daily VMT will be presented for the 1998 Mission Bay South Project Area (as included in Mission Bay Addendum No. 10) and for the three proposed project scenarios.
- Advant Consulting/LCW Consulting will obtain p.m. peak period (3:30 p.m. to 6:30 p.m.) traffic volume counts at up to four intersections, as follows: at the intersection of 3rd Street/Mission Bay Boulevard South and 3rd Street/Mission Bay Boulevard North for analysis of Block 4E, and at 3rd/Channel and at the Mission Bay Circle for analysis of Block 12W. In addition, one 24-hour count will be conducted at one location on 3rd Street between Mission Bay Boulevard North and Channel Street to develop a factor to estimate daily traffic volumes from the p.m. peak hour volumes at the study locations. The weekday p.m. peak hour vehicle trips generated by the proposed project will be assigned to the four study intersections in the Mission Bay South area.

Task 3: Transportation Impact Assessment

The transportation impact assessment of the proposed project and the project variant will be conducted for existing plus project and cumulative conditions. Advant Consulting/LCW Consulting will coordinate with the planning department on the nearby projects to be considered as part of the cumulative scenario.

Construction-related transportation impacts will be assessed qualitatively to determine whether construction of the additional residential units would create potentially hazardous conditions or substantially interfere with accessibility. The significance criteria for operational impacts includes whether the proposed project or project variant would result in potentially hazardous

conditions for people walking, bicycling, or driving or public transit operations; or interfere with accessibility for people walking or bicycling to and from the project site, and adjoining areas, or result in adequate emergency access; or substantially delay public transit; or cause substantial additional VMT or substantially induce automobile travel; or result in loading or parking deficits. Because CEQA no longer considers automobile delay (i.e., vehicle level of service), intersection LOS conditions will not be analyzed.

Task 4: Transportation and Circulation Section

Adavant Consulting/LCW Consulting will document the results of the previous tasks in the CEQA document, including impact statements and significance determinations. For the purposes of this scope, it is assumed transportation and circulation will be analyzed in an Addendum, pending the results of the analysis in the technical report. As necessary, Advant Consulting/LCW Consulting will also provide transportation network description for the project setting section of the CEQA document. The transportation section of the CEQA document will serve as the transportation technical report. A technical appendix containing the travel demand summaries and other supporting information will be prepared for inclusion in the CEQA document.

Prior to submitting the first draft of the CEQA document transportation and circulation section, Advant Consulting/LCW Consulting will meet with OCII and the planning department to present and discuss the findings of the transportation analysis.

Adavant Consulting/LCW Consulting will respond to comments on the first draft of the CEQA document and prepare a final CEQA document transportation section. Edits and responses to comments will be prepared based on one set of non-contradictory comments on each draft.

Task 5: Project Management, Coordination, and Meetings

Adavant Consulting/LCW Consulting will participate in meetings and conference calls, and coordinate with ICF, OCII, and the planning department, as needed.

Task 6: Mitigation Plan Transportation Review

Pursuant to Public Resources Code section 21099(b)(1), automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion, shall not be considered a significant impact under CEQA. Consequently, Mitigation Measure Traffic E.35a Eighth Street/Townsend Street – Eliminate Traffic Circle and Reconfigure Intersection is not required.

After consulting with the planning department, Advant Consulting/LCW Consulting will document this finding in accordance with the planning department guidance, which will then be included in the appropriate section in the CEQA document.

Mission Bay South CEQA - Transportation Impact Analysis
Revised Budget – February 15, 2023

Revised Budget

Task Name	Total Hours	Total Cost
Task 1: Project Scoping and Kickoff	16	\$3,840
Task 2: Project Travel Demand	64	\$17,460
Task 3: Transportation Impact Assessment	64	\$15,360
Task 4: Transportation Section	76	\$18,240
Task 5: Project Coordination	32	\$7,680
Task 6: Mitigation Plan	24	\$6,160
Total	276	\$68,740

Based on an hourly labor rate of \$240 for both Jose Farran and Luba Wyznyckyj.

Direct Costs for Data Collection

Task 2 includes direct costs of \$2,100 for four intersection counts and one 24-hour count, while Optional Task includes direct cost of \$400 for one intersection count.

Revised Transportation Budget by Firm

Task Name	Adavant Consulting		LCW Consulting		Total	
	Hours	Cost	Hours	Cost	Hours	Costs
Task 1: Project Scoping and Kickoff	8	\$1,920	8	\$1,920	16	\$3,840
Task 2: Project Travel Demand	48	\$13,620	16	\$3,840	64	\$17,460
Task 3: Transportation Impact Assessment	30	\$7,200	34	\$8,160	64	\$15,360
Task 4: Transportation Section	28	\$6,720	48	\$11,520	76	\$18,240
Task 5: Project Coordination	16	\$3,840	16	\$3,840	32	\$7,680
Task 6: Mitigation Plan	12	\$3,280	12	\$2,880	24	\$6,160
Total	142	\$36,580	134	\$32,160	276	\$68,740

Based on an hourly labor rate of \$240 for both Jose Farran and Luba Wyznyckyj.

1. Direct Costs for Data Collection

Cost for Advant Consulting for **Task 2** includes direct costs of \$2,100 for four intersection counts and one 24-hour count, while **Task 6** includes direct cost of \$400 for one intersection count.

Adavant Consulting and LCW Consulting Project Experience Blurbs

Both Adavant Consulting and LCW Consulting have experience with environmental review projects within and nearby Mission Bay and both have extensive experience working on land use plans and amendments to the plans. Both firms are very familiar with the city's environmental review requirements.

Port of San Francisco Waterfront Plan EIR

Adavant Consulting and LCW Consulting conducted the transportation impact analysis for the proposed amendments to the 1998 Waterfront Land Use Plan for the 7.5 miles of waterfront along San Francisco Bay. The waterfront Plan was analyzed at a program-level for changes within five waterfront subareas (Fisherman's Wharf, Northeast Waterfront, South Beach, Mission Bay, and Southern Waterfront). The city's SF-CHAMP travel demand model was used to calculate travel demand generated by the expected leasing and new development planned to occur under the Waterfront Plan (14,000 new jobs and 260 new homes). The cumulative impact analysis assessed the Waterfront Plan's contribution to significant cumulative transportation impacts within the Mission Bay, Southern Waterfront, and South Beach subareas identified as part of the Seawall Lot 337/Pier 48, Pier 70, Potrero Power Station, and Central SoMa plan projects.

Mission Bay FSEIR Addendums 6 through 10

Adavant Consulting prepared the transportation impact analyses to support Addendum Nos 6 through 10 of the Mission Bay FSEIR. The addendums covered revisions to the Mission Bay land use plan for Mission Bay South related to changes to the UCSF Medical Center project, a new public safety building, two hotels, and an increase in office and R&D space. Key element of the work included determining project travel demand associated with the changes in land use and comparing the travel demand to the land use plan included in the Mission Bay FSEIR to determine whether changes in travel demand would be within the range of travel demand analyzed under the Mission Bay FSEIR. The analysis assessed whether the proposed revisions to the Mission Bay plan would result in new significant environmental effects or substantial increase in the severity of previously identified significant effects. Prior to establishing Adavant Consulting in 2006, Jose Farran directed the transportation impact analysis for the Mission Bay FSEIR and the transportation analysis for FSEIR Addendum Nos 1 through 5.

Event Center and Mixed-Use Development at Mission Bay Blocks 29-32 Supplemental EIR

LCW Consulting and Adavant Consulting were part of a multi-disciplinary team that prepared the supplemental EIR for development on Mission Bay Blocks 29-32 that includes the Chase Center (a 18,000-seat event center), 580,000 square feet of office uses, and about 125,000 square feet of retail uses. The transportation impact analysis included multiple analysis scenarios of the proposed land uses and peak hours of analysis for weekday and weekend conditions, for conditions without and with an overlapping SF Giants game at AT&T Park. Key issues addressed in the analysis were travel demand estimates for basketball and non-sporting events, working with the SFMTA in developing a transit service plan for additional Muni service for

various event attendance levels, and a transportation management plan for events so that emergency and hospital staff vehicle access to the adjacent UCSF Medical Center are maintained. Impacts of the proposed project were compared to those identified in the Mission Bay FSEIR to determine if any new or substantially more severe effects would result, or if new or different mitigation measures or alternatives to reduce project impacts are required.

SFPUC Central Bayside System Improvement Project Draft EIR

LCW Consulting and Adavant Consulting prepared the transportation section for the Draft EIR for the proposed improvements to the SFPUC sewer infrastructure in the southeastern part of the city. This project is currently on hold. The project would improve the SFPUC facilities in the Bayside drainage basin's combined sewer system with a new tunnel and pump station that would increase the reliability, resilience, and flexibility of the system. A key element of the project is a 1.7 mile 24-foot diameter tunnel that would convey flows from a shaft near the existing Channel Pump Station in Mission Bay South to the proposed Central Bayside Pump Station near the Southeast Treatment Plant in the Bayview. Construction of the receiving shaft for tunnel construction would occur on Mission Bay Block P7, and tunnel connections to the existing Channel Pump Station would occur within Mission Bay roadways. The transportation analysis determined that construction activities within Mission Bay would substantially interfere with accessibility for people walking and bicycling on Berry Street.

San Francisco Waterfront Resiliency Transportation Assessment

LCW Consulting and Adavant Consulting are part of a transportation team that is currently assessing the impacts of different coastal flood line of defense strategies to address sea level rise along the shoreline under the Port of San Francisco jurisdiction (i.e., between Hyde Street pier in the north to Heron's Head in the south). Adavant Consulting and LCW Consulting are providing information on travel demand for the waterfront transportation analysis zones within six subareas and are assessing the impacts of the line of defense strategies on roadways, bus routes, and light rail and streetcar lines. Adavant Consulting/LCW Consulting are also identifying potential near-term (mid-century) and long-term (end of century) fixes for effects during construction and following implementation of the line of defense strategies. Four alternate line of defense strategies and a no build condition are being assessed. The overall evaluation metrics consider citywide, geographic, and social equity metrics in determining the degree of degradation of the vehicular and transit networks. The transportation assessment will be used to inform SFMTA decision-makers on the impacts and trade-offs with the various line of defense strategies as the broader climate change adaptation efforts proceeds.

Additional Projects

Other projects within and nearby Mission Bay that Adavant Consulting and/or LCW Consulting worked on include:

- Mission Bay Ferry Landing and Water Taxi Landing Project MND (Adavant Consulting and LCW Consulting)
- Potrero Power Station Project EIR (Adavant Consulting and LCW Consulting)
- Seawall Lot 337 and Pier 48 (Mission Rock) EIR (Adavant Consulting)

- 552 Berry Street/One De Haro Street Project Transportation Study (LCW Consulting)
- 2014 UCSF Long Range Development Plan EIR, and subsequent Plan Amendments (Adavant Consulting)



WIND ENGINEERING
CONSULTANTS

PROPOSAL 17959 REV02
09 MARCH 2023

Mission Bay South Housing Entitlement Expansion

San Francisco, California

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CONTENTS ARE PROPRIETARY

All information contained in this proposal, including appendices, exhibits, and referenced materials authored by CPP, is proprietary and to be used exclusively by the recipient and those parties directly involved with the project. Copies of this proposal shall not be released to third parties, including competing service providers or consultants, without the written permission of CPP.

Similarly, CPP will keep your data and results confidential and will not distribute, sell, or share them with any third party, during or after the project, without your express permission.

Project Objectives and Key Issues



D4D Compliant Scenario – Block 12W (Left) and Block 4E (Right)

ICF is preparing a Preliminary Checklist that needs to include a scope for wind analysis for a project in the Mission Bay area of San Francisco – the Mission Bay South Housing Entitlement Expansion Project.

The Mission Bay Redevelopment Plan covers an area of approximately 300 acres between the San Francisco Bay and Interstate-280, split into the Mission Bay North and the Mission Bay South Redevelopment Project Areas. Under the Redevelopment Plan, a wide range of land uses are permitted, including residential, commercial, research, medical, retail, hotel, and educational uses. Under the current Redevelopment Plan entitlements, and as analyzed in the 1998 Mission Bay subsequent Environmental Impact Report (SEIR), there are currently 165 units and two sites remaining for affordable housing development with the Plan Area. The two remaining sites, Block 12W and Block 4E (project sites), are located in the Mission Bay South Project Area, and are approximately 1.6 acres and 1.1 acres, respectively.

OClI is proposing to amend the Redevelopment Plan for the Mission Bay South Redevelopment Project to increase the maximum number of dwelling units currently entitled under the Redevelopment Plan.

Only one development scenario will be evaluated:

- Amended D4D Scenario: in addition to increasing the number of dwelling units under the entitlements, this scenario would also increase allowable building heights on Blocks 12W and 4E using the bulk and height standards established under the Mission Rock and Pier 48 project. This scenario would allow the development for additional towers on these two blocks, resulting in the addition of 815 net new dwelling units through the amended entitlements, for a total of approximately 980 new dwelling units. Under the Amended D4D Scenario, both Block 4E and Block 12W would be divided, similar to the D4D Compliant Scenario, however, Block 12W would

be comprised of 442 dwelling units in one mid-rise building and one high-rise building, and Block 4E would be comprised of 538 dwelling units in two high-rise buildings.

For the purposes of developing our scope and cost, and after further discussion with ICF, OCII and the City of San Francisco, we assume the proposed project under the Amended D4D Scenario will be analyzed in in the Wind Tunnel study.



Amended D4D Scenario – Block 12W (Left) and Block 4E (Right)

Planning Code Summary

Section 148 of the City of San Francisco Planning Code states that a development should not cause ground-level wind currents to exceed the comfort level of 11 mph (equivalent wind speed) in areas of substantial pedestrian use and 7 mph (equivalent wind speed) in public seating areas, for more than 10 percent of the time year-round between 7:00 a.m. and 6:00 p.m. Equivalent wind speeds are defined as an hourly mean wind speed adjusted to incorporate the effects of gustiness or turbulence on pedestrians. In addition, the wind hazard criterion established in Planning Code Section 148 is used as the threshold to determine if a project would result in a significant wind impact under the California Environmental Quality Act (CEQA) and wind speeds are not permitted to exceed the hazard level of 26 mph for a single hour of the year.

The analysis will cover the following scenarios for each project:

- Existing conditions
- Existing plus project conditions (Proposed Amended)
- Existing plus project plus future buildings (Cumulative Amended)

The projects are too far apart to fit on the same wind tunnel turntable model. We therefore propose to test each project separately. However, their proximity model overlaps so our fees are assuming that the projects are tested at the same time.

While the typical wind study performed for the City is only concerned with street level comfort, we have also proposed to study comfort at the higher level amenities as an add service. The analysis will cover the following scenarios:

- Existing conditions
- Existing plus project conditions (Proposed Amended or Compliant)

Table of Services and Fees

BASIC SERVICES BLOCK 12W		FEE USD
CHECK THE BOX FOR SELECTED SERVICES		
1.	☒ Model Design and Scope of Work for OCII	
2.	☒ Model Construction	
3.	☒ Pedestrian-Level Wind Assessment a. Existing Configuration b. Proposed Configuration Amended c. Cumulative Configuration Amended	
4.	☒ Pedestrian-Level Wind Tests To Assess Additional Model Configurations/Mitigation Measures	
TOTAL BASIC SERVICES BLOCK 12W		

BASIC SERVICES BLOCK 4E		FEE USD
CHECK THE BOX FOR SELECTED SERVICES		
5.	☒ Model Design and Scope of Work for OCII	
6.	☒ Model Construction	
7.	☒ Pedestrian-Level Wind Assessment d. Existing Configuration e. Proposed Configuration Amended f. Cumulative Configuration Amended	
8.	☒ Pedestrian-Level Wind Tests To Assess Additional Model Configurations/Mitigation Measures	
TOTAL BASIC SERVICES BLOCK 4E		

ADDITIONAL SERVICES	FEE USD
CHECK THE BOX FOR SELECTED SERVICES	
1. ☐ Additional Pedestrian-level Wind Tests to Assess Mitigation Measures (Per Block)	
2. ☐ Additional Points for Higher Level Amenities Evaluation (Per Block)	
3. ☐ In Person Attendance at Consultant Meetings	

Schedule

CPP's projects are typically scheduled on a first-come, first-served basis. Before assuring your place in the schedule, CPP must first receive a signed Agreement, payment of initial fee (as applicable), and all necessary information and drawings (see the section titled, "Information We Need From You"). Prior to model construction, CPP requests a model review and sign off by the client team.

Specific deliverable dates depend upon the services selected. An indicative schedule is shown below:

TENTATIVE SCHEDULE FOR EACH PROJECT										
WEEKS AFTER PROJECT COMMENCEMENT	1	2	3	4	5	6	7	8	9	10
Wind Tunnel Model Design and Scope of Work	X	X	X							
Model Construction				X*						
Wind Tunnel Testing and Analysis					X	X	IR			
*Dependent On OCII Review Of Measurement Locations IR = INTERIM REPORT										

Fee Terms

The fees below will remain valid for 90 days following the date of this proposal. The fees include consultation, testing, analysis, interim data reports (if applicable), and a final report.

For fixed-fee projects, CPP will invoice based on the milestones listed in the following table, assuming that all services will be accepted. Release of data, analysis, reports, etc. from CPP will only occur if payments of CPP invoices are current.

CPP will invoice based on the milestones listed in the following table, assuming that all services will be accepted:

INVOICING SCHEDULE	
PROJECT PHASE	PERCENT OF TOTAL FEE INVOICED
Scope of Work for OCII	30%
Testing & Analysis (Interim Report)	65%
Project Completion (Final Report)	5%
NOTE: Project work will begin upon receipt of 50% of the total fee. This amount will be credited to subsequent invoices.	

Additional Services that are selected will be billed at completion of those services.

CPP invoices are due within 30 days of the invoice date. Fees paid to CPP are nonrefundable. For additional information about fees and payment terms, see CPP's Standard Terms and Conditions.

ADVICE, RECOMMENDATIONS, INTERPRETATION, AND CONSULTING

CPP will provide a reasonable amount of interpretation and advisory services included as a part of the fees above. CPP retains the right to determine the extent of these included services.

After 30 days following the delivery of the final report, additional recommendations, consulting, interpretations or similar services may be subject to additional fees.

DESIGN CHANGES

Once CPP begins activity on the project, changes that affect the model design, the test design, or the project scope may incur additional costs and could affect the delivery schedule. Your CPP Project Manager will discuss these issues with you if they arise and offer the appropriate options.

Service Descriptions

CPP conducts all tests in accordance with the requirements of ASCE/SEI 49-21, "Wind Tunnel Testing for Buildings and Other Structures," and the specifications of ASCE Manual of Engineering Practice No. 67, "Wind Tunnel Studies of Buildings and Structures," and/or the EPA's "Guideline for Use of Fluid Modeling of Atmospheric Diffusion."

BASIC SERVICES

1. PROXIMITY MODEL DESIGN AND TESTING LOCATIONS

We will design a model of the area at a scale of 1:300 (tentative) containing all buildings within a 1000 ft radius of the site for use in all the tests. This scale allows an adequate portion of surroundings to be included and all the required building details to be modeled accurately.

From the architect-supplied information, we will generate a 3D test-scale computer model of the project from which all wind tunnel test models will be constructed. This fee is based on the architectural team providing CPP with information in a preferred format as described in the 'Information Needed From You' section, below. Additional fees may apply if information is provided in other formats.

We will provide the proposed testing locations around the development and description of testing configurations for initial submittal to the San Francisco Planning Department.

2. MODEL CONSTRUCTION

The model will be constructed once OCII approves the proposed testing locations as described above.

3. PEDESTRIAN-LEVEL WIND ASSESSMENT

All results processed will use wind frequency and direction information from the recently published San Francisco Wind Climatology Study. The wind information of this study, derived from a detailed Weather Research Forecasting (WRF) model, provides a standardized statistical representation of the wind climate of the City of San Francisco area to be used for the assessment of the wind conditions for developments within the City. CPP has conducted the appropriate statistical analysis for this data set, which will be adapted for this project based on the site-specific surface roughness requirements.

Using CPP probes, we will take measurements at key publicly accessible key locations around the proposed development (for example, near entrances, building corners, setback areas, and other locations of interest relevant to pedestrian comfort and safety) for 36 wind directions. If adverse conditions require remedial measures, we will offer recommendations. We will evaluate the results using criteria defined by the San Francisco Planning Code. If adverse conditions require remedial measures, we will offer recommendations which can be evaluated for additional fee as noted below.

4. PEDESTRIAN-LEVEL WIND TESTS TO ASSESS ADDITIONAL MODEL CONFIGURATIONS/MITIGATION MEASURES

If unacceptable wind conditions are found at any locations, the effectiveness of proposed mitigation measures will be investigated by additional testing in the wind tunnel. This fee covers re-testing of mitigation measures for up to two mitigation schemes. All schemes will be evaluated during one testing period in the wind tunnel.

ADDITIONAL SERVICES

1. ADDITIONAL PEDESTRIAN-LEVEL WIND TESTS TO ASSESS MITIGATION MEASURES

If unacceptable wind conditions are found at any locations, the effectiveness of proposed mitigation measures will be investigated by additional testing in the wind tunnel. This fee covers re-testing of mitigation measures for up to two mitigation schemes. All schemes will be evaluated during one testing period in the wind tunnel.

2. ADDITIONAL POINTS FOR HIGHER-LEVEL AMENITIES EVALUATION

The projects present amenities at high level. These areas do not fall under the remit of the study for OCII. The comfort in these areas will play a crucial role in the success of the development. We have therefore provided an additional service to assess wind comfort in these areas.

3. IN-PERSON ATTENDANCE AT CONSULTANT MEETINGS

A senior CPP specialist will attend meetings at the design team's request. Fees for meeting in-person attendance will be on a Time and Materials basis at the rates provided in our Standard Price Schedule (to be provided upon request). There will be no fee for remote attendance at a reasonable number of project meetings related to CPP deliverables throughout the course of the project.

We also have a representative based in the San Francisco Bay Area. While this person does not conduct the technical analysis, she has a relevant technical background and can be an in-person representative at local meetings as required at no cost.

Reports

CPP will deliver interim reports as needed to expedite the use of test results. The final report will include all information in the interim reports, discussion, and necessary tables and figures for documentation. The final report will be released once all invoices are paid in full. CPP will submit all reports electronically and provide up to three hardcopies of the final report on request.

Per the Planning Department's requirement, we will always provide a full draft report followed by a full final report. Each site studied will have its own report for clarity.

All data, reports, result, and recommendations are specific to this project and do not apply to any other potential or existing work.

Our proposed fees do not include sealing the reports with a PE stamp. Depending on the jurisdiction, stamped reports may be available for an additional fee. Should you require stamping, please advise us as soon as possible so that appropriate personnel can be assigned to the project and the additional fees kept to a minimum. Stamped documents will not be issued until all project fees have been paid in full.

Project Leadership

ALBERT BROOKS, P.Eng.

SENIOR ENGINEER

Albert Brooks has worked in the field of wind and snow engineering since 2010. In that time, he has gained extensive experience investigating the effects of wind and snow on a variety of structures including tall buildings, sports stadia, airports, museums, and naturally ventilated transit stations around the world. Studying the influence of climate on the built environment has provided him with many opportunities to consult with clients, supporting them through the design process and helping them find practical solutions as required.

Albert's extensive project experience includes outdoor pedestrian wind comfort and door operability, and a broad range of snow services including structural snow loading, consulting, and assessing snow drifting conditions, the potential for snow infiltration into building air ventilation systems, and guiding design teams to reduce the risks associated with falling ice and snow. The breadth and depth of his experience were gained through extensive consultation with project teams, physical scale model testing, and numerical assessments, and conducting full-scale climatic wind tunnel simulations.

Albert earned his Bachelor of Science in Engineering and his Master of Applied Science from the University of Guelph in Guelph, Ontario, and is a Licensed Professional Engineer in the Province of Ontario, Canada.

JON GALSWORTHY, PhD, PE

MANAGING DIRECTOR

Dr. Jon Galsworthy is a world-leading wind engineer and recognized expert for wind effects on tall buildings. With more than 25 years of experience in all technical aspects of wind tunnel modelling studies, Jon leads highly technical teams toward client-centered goals and objectives. He has directed the wind engineering studies of several of the most complex and ambitious designs over the last 10 years. Internationally these include the Jeddah Tower, Merdeka PNB 118, and Ping An International Finance Center. In North America, notable projects include the Salesforce Tower in San Francisco, Vista Tower in Chicago, and in New York, the Steinway Building, and all the buildings at Hudson Yards.

Jon has been involved in the development of building codes in North America, has been a member of the ASCE 7 wind loading subcommittee, and is the current chair of the National Building Code of Canada Task Group on Climatic Loads. In 2015, Jon was a keynote speaker at the International Conference for Wind Engineering in Brazil, and the President of the American Association for Wind Engineering (AAWE) from 2016-2018. He has also authored technical articles for several publications including Structures Magazine and CTBUH. Dr. Galsworthy holds a BEng in civil & structural engineering, a PhD in wind engineering, both from The University of Western Ontario, and is a registered professional engineer in several Canadian provinces and many states across the US, including California.

Information Needed From You

To help maintain project schedule, please provide the following information to CPP:

ARCHITECTURAL DRAWINGS OF THE BUILDING(S) TO BE STUDIED

To efficiently model your building, we need 3D CAD files consisting of only the exterior architectural surfaces. Our preferred format for model design is Revit. 2D CAD files may also be used; however, this will require an additional processing fee. The drawings should adequately describe the external geometry of the building, including cladding types and locations of any operable windows and doors.

Please provide

- Contact info for the project Designer or BIM Coordinator who will provide directions for accessing/downloading the files, indicate the frequency of file uploads/changes, and the upload schedule.
- All primary and supporting files, clearly marked with the Revit version and discipline (e.g. Arch_R18, MEP_R18, Str_R18, etc.).

The schedule for results provided in this proposal is based upon the receipt of a current and accurate 3D building design model. CPP will work with the design team to be flexible and accommodate design updates; however, significant design changes while the project is in-progress, may be subjected to additional fees.

Please contact us if you have any questions and we can offer more information or clarification to accommodate your specific needs.

ARCHITECTURAL DRAWINGS OF THE SURROUNDING SITE

To efficiently model your site and the surrounding proximity layout, we need the most current site information available. This includes a CAD site plan, landscape plan, any civil topographical data available, and information showing footprints and heights of all new and proposed surrounding buildings within a radius of 1000 ft of the center of the site. We currently use AutoCAD Civil 3D and Global Mapper which allows us to work with the most TIN, Shapefile, Point Cloud, and GIS formats to design any topographical features.

CAD formats we can use are: .dwg, .dgn, .stl, .dem, .csv, .dlg.

For AutoCAD (.dwg format) files, we recommend using the, "etransmit" command to package all of the drawing's associated dependent files such as xrefs and font files.

OUTDOOR WIND COMFORT ASSESSMENT

- Drawings of the proposed landscaping plan and identification of particular areas of concern based on anticipated pedestrian activity in advance of the outdoor wind comfort study.
- Description of any existing or proposed bicycle routes on the rights-of-way adjacent to both sites

On behalf of CPP, INCORPORATED,

A handwritten signature in dark ink, appearing to read 'Albert Brooks', with a stylized, sweeping flourish at the end.

ALBERT BROOKS, P.ENG
SENIOR ENGINEER

A handwritten signature in dark ink, appearing to read 'Isabelle Lavedrine', with a small checkmark-like flourish at the bottom right.

ISABELLE LAVEDRINE
WEST COAST BD REGIONAL MANAGER

Related Experience

PROJECT	LOCATION	YEAR
50 Main	San Francisco, California	2022
2 Stockton	San Francisco, California	2022
2395 Sacramento	San Francisco, California	2022
650 Townsend	San Francisco, California	2021
560 Brannan	San Francisco, California	2020
490 Brannan	San Francisco, California	2020
Pier 70 Parcel A	San Francisco, California	2019
1001 Van Ness	San Francisco, California	2019
2205 Mission Street	San Francisco, California	2019
475 Minna	San Francisco, California	2019
UCSF CPHP and NHPH Wind Analysis	San Francisco, California	2019
701 Harrison	San Francisco, California	2018
88 Bluxome	San Francisco, California	2018
Transbay Block 4	San Francisco, California	2018
Maceo May Apartments	San Francisco, California	2018
1450 Owens	San Francisco, California	2018
5M Building H1	San Francisco, California	2018
2130 Third Street	San Francisco, California	2017
University of California Block 23A	San Francisco, California	2017
UCSF Minnesota Street Housing	San Francisco, California	2017
CP Block 11a	San Francisco, California	2017

Weill Institute for Neurosciences	San Francisco, California	2016
The Exchange	San Francisco, California	2016
Uber Mission Bay	San Francisco, California	2016
Parcel F	San Francisco, California	2016
University of California San Francisco Block 33	San Francisco, California	2016
Presidio Project	San Francisco, California	2016
Oceanwide Center	San Francisco, California	2015
One Oak	San Francisco, California	2015
1055 Market Street	San Francisco, California	2015
201 Folsom Street	San Francisco, California	2015
San Francisco Conservatory of Music	San Francisco, California	2015
475 Minna Street	San Francisco, California	2015
Transbay Block 9	San Francisco, California	2015
Treasure Island Ferry Plaza Wind Analysis	San Francisco, California	2015
Kilroy Mission Bay	San Francisco, California	2015
UCSF Mission Bay Block 25A	San Francisco, California	2013
Mission Bay Development Block 40	San Francisco, California	2012
50 United Nations Plaza	San Francisco, California	2010
University of California Medical Center at Mission Bay	San Francisco, California	2009

A complete list of CPP projects is available on request.

Terms and Conditions

CPP, INCORPORATED

UPDATED: 08 APRIL 2021

PLEASE CAREFULLY READ THE TERMS & CONDITIONS BELOW.
YOU MUST ACCEPT THESE TERMS & CONDITIONS BEFORE USING CPP'S SERVICES.

- 1. TERMS OF OFFER AND CONDITIONS OF USE:** The provision of services by CPP, INCORPORATED also known as CPP, INC. and CERMAK PETERKA PETERSEN, INC. ("CPP") to Client, Client's use of the application programming interface ("API"), and any other services, interaction and business between CPP and Client (collectively, inclusive of the API, the "Services") are subject to the Terms and Conditions (the "Terms") set forth herein. CPP may, in its sole and absolute discretion, change or modify these Terms at any time, and such changes or modifications shall be effective immediately upon posting to the CPP website. Your use of the Services after such changes or modifications shall constitute your acceptance of these Terms as last revised. If you do not agree to be bound by these Terms and any such limitations as last revised, do not continue to use the Services.

In case of a direct and unavoidable conflict between the provisions of these Terms and those of a written proposal, contract or agreement executed by an authorized representative of CPP (the "Binding Documents"), the provisions of the Binding Documents will prevail over the provisions of these Terms. All offers and proposals made by CPP are valid for 90 days from issuance unless otherwise specified in writing.

These Terms, together with any Binding Documents and other related documents, constitute the complete agreement between the parties, and are collectively referred to herein as the "Agreement."

- 2. PRICES:** Client shall pay CPP for the Services in one of the two following methods:

- a. **Fixed Price.** For any portion (or all) of the scope of the Services, which is proposed by CPP for a fixed price, the Client shall pay CPP that fixed price for that portion (or all) of the scope of the Services proposed.
- b. **Time and Materials.** For any portion (or all) of the proposed scope of the Services, which is not proposed by CPP for a fixed price, the Client shall pay CPP for the Services provided on a time-and-materials basis at the rates specified in CPP's current Standard Price Schedule.

CPP may review and revise its standard rates from time to time and the Standard Price Schedules shall reflect any changes, including the addition or removal of employee categories or equipment categories. CPP reserves the right to increase or decrease the rates charged to Client as necessary to reflect changes in its standard rates. If the payment terms under this Agreement include time-and-materials charges, CPP shall provide notice to Client of any changes to the standard rates. The effective date for such changes shall be 30 days following notice to Client.

Not-To-Exceed Amounts. Although CPP prepares budget estimates for the time-and-materials portions of the scope of the Services in good faith, the unpredictable nature of the work can result in actual charges to Client that may be greater than or less than the estimated budget amount. Not-to-exceed amounts are set by contract and modified by mutual consent to establish a budget limit, which shall not be exceeded without prior consent of Client. Client shall not be liable for charges exceeding the not-to-exceed amount agreed to by the parties. CPP shall not be liable for performance of Services that would result in charges exceeding the not-to-exceed amount agreed to by the parties.

- 3. INVOICING AND PAYMENT:** Invoices shall be based on the milestones listed in the Invoicing Schedule and are payable in U.S. dollars within thirty (30) days of receipt. Charges for Services contracted on a fixed-price basis shall be invoiced in proportion to the percentage of the work complete as certified by CPP. Charges for Services

contracted on a time-and-materials basis shall be invoiced as accrued through the end of the accounting period being invoiced in accordance with the current Standard Price Schedule. Fees paid to CPP are nonrefundable.

4. **LATE PAYMENTS:** If any payment is not paid by Client within thirty (30) days of the date of invoice, it shall be deemed to be delinquent, and the unpaid balance shall accrue interest at one and one-half percent (1.5%) per month until paid (this is an effective annual rate of 18 percent). Where this interest exceeds the maximum allowable by law, the maximum allowable by law shall prevail. CPP may, without penalty, stop work on accounts that are deemed to be delinquent. In such case, Client shall remain responsible for payment (in accordance with the provisions of these Terms, unless other conditions have been defined in the body of the Proposal) for all work performed by CPP through the time CPP stops work.
5. **NON-U.S. ACCOUNTS:** Unless the parties have agreed mutually to other arrangements, if Client is located outside the United States of America, Client shall provide either of the following:
 1. 50% deposit on the project received prior to the beginning of work. Such deposit will be credited to the beginning of the project. Additionally, final payment must be received by CPP prior to issuance of final report and/or data.
 - Or
 2. an irrevocable standby letter of credit issued by a U.S. bank. The letter of credit must be in force and acceptable to CPP prior to the beginning of work.
6. **TAXES AND DUTIES:** All customs, duties, fees for permits, taxes and similar charges applicable to the Services delivered to Client are excluded in prices quoted by CPP and shall be paid by Client directly to the relevant authorities. However, if CPP is obligated by law and pays such charges, CPP shall have the right to recover such charges from Client in accordance with Sections 3 and 4 above.
7. **SCHEDULING REQUIREMENTS:** CPP schedules the necessary project resources (which include, but are not limited to, drafting time, model fabrication time and materials, tunnel schedule and staffing, and engineering personnel) on a first come, first served basis. Before such resources are scheduled or reserved for Client's project, Client shall provide to CPP:
 1. written authorization to proceed on a project,
and
 2. a sufficiently complete and accurate set of data, drawings, and information, as determined by CPP, required to perform the work.

CPP shall not initiate the project schedule until CPP affirms that it has received items 1 and 2 above.

To enable CPP to meet the schedule, milestones or delivery dates specified within this Agreement, Client shall complete all necessary reviews of information or drawings and shall inform CPP of the results of such review, within one (1) business day following the delivery by CPP of such information or drawings for review, unless otherwise specified by CPP's project manager or project director. Client shall respond to any questions or requests for information from CPP within one (1) business day following such inquiry or request, unless otherwise specified by CPP's project manager or project director. Failure of Client to meet the conditions in this section shall release CPP from the requirements of the project schedule and any related milestones or delivery dates. For avoidance of doubt, the performance of Client in providing timely, accurate, and complete drawings, reviews, answers, and information is prerequisite to CPP's obligation to meet the agreed project schedule.

Within the above requirements, CPP will act in good faith to perform the work as expeditiously as is consistent with professional skill and care and the orderly progress of the project. No other warranty of timeliness is valid unless agreed to in writing and signed by an authorized representative of CPP.

8. **CORRECT INFORMATION:** CPP shall not be liable for losses or delays that result from late, outdated, incomplete or inaccurate data, drawings, or information received from the Client, the Client's agents,

representatives, or other subcontractors. Client warrants that all items furnished to CPP regarding the project are current, complete and accurate for the purposes of this work, as defined in the Proposal, and agrees to hold CPP harmless in the event the information, data, and materials are not current, complete and accurate. If Client requires CPP to perform additional work or rework due to late, outdated, incomplete or inaccurate data, drawings, or information, such work shall be deemed additional services, and CPP shall be entitled to additional compensation, consistent with Section 10, below.

9. **UNFORESEEN CIRCUMSTANCES:** CPP shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to natural disasters, acts of God, delays in delivery by vendors, strikes or other labor disturbances, acts of war, cybersecurity incidents, public health crises or pandemics, or actions of a public enemy.
10. **CHANGES AND ADDITIONAL SERVICES:** Changes or additions to the Services, as defined under this Agreement, shall require consent by both parties and written approval from Client. Additional services provided under this Section shall entitle CPP to additional or modified Compensation. CPP shall disclose to Client any requested additions or modifications to Compensation for additional services under this Section. Client's authorization of additional or modified Compensation shall be a precondition to CPP's performance of additional services under this Section.

If Client or Client's subcontractors, consultants, agents, clients, or representatives make material changes to the relevant project drawings, designs, data, or information after CPP has initiated work, CPP shall submit a change order to Client, which may include additional Compensation and/or modifications to the project schedule or milestones.

11. **ANNOUNCEMENTS:** Client's use of CPP's name in any variation, its logo(s), trademarks, services marks, or other representations in any form for announcements concerning the project for which CPP's services are performed, for promotional or advertising purposes, or in litigation with third parties shall require CPP's prior written approval.

12. TERMINATION

1. **Termination for Convenience:** Either party may terminate this Agreement in whole or in part at any time by delivering written notice of Termination for Convenience to the other party in accordance with the notice provisions in the Agreement. The effective date of such Termination shall be seven (7) days following acknowledged receipt of such notice by CPP. In the event of a Termination for Convenience, CPP shall be paid in accordance with this Agreement for Services rendered and expenses incurred or obligated before and including the date of termination. In addition, Client shall compensate CPP in accordance with this Agreement on a time-and-materials basis for Services deemed by CPP to be required 1) to adequately document and protect the data gathered and other results of the work performed, 2) to store or dispose of the wind tunnel model or other tangible products of the work, 3) to compensate CPP for the costs of resources purchased for, reserved for, or committed to the project at the time of termination, and 4) to generally bring the work to an organized conclusion.
2. **Termination for Cause:** Either party, by written notice, may terminate this Agreement for cause, in whole or in part, if the other Party fails to comply with any of the material terms of this Agreement or files or has filed against it a petition in bankruptcy. The non-terminating Party shall have ten (10) days (unless the terminating Party authorizes a longer period in writing) after receipt of notice of Termination for Cause to cure any failure to comply with material terms of this Agreement. In the event of a Termination for Cause, CPP shall be paid all undisputed compensation in accordance with this Agreement for Services rendered and expenses incurred or obligated before and including the date of termination. Client shall compensate CPP in accordance with this Agreement on a time-and-materials basis for Services deemed by CPP to be required 1) to adequately document and protect the data gathered and other results of the work performed, 2) to store or dispose of the wind tunnel model or other tangible products of the work, 3) to compensate CPP for the costs of resources purchased for, reserved for, or committed to the project at the time of termination, and 4) to generally bring the work to an organized conclusion.

3. **Client's Obligations Post-Termination:** Upon any termination or expiration of this Agreement or discontinuation of Client's access to the API, Client must immediately cease all use of the API, immediately delete all copies thereof, and immediately delete all information obtained through the API.
13. **ATTORNEY FEES AND COSTS:** If Client defaults under this Agreement, including, but not limited to, a breach of any representation or warranty contained in these Terms, Client shall pay all costs, expenses, and reasonable attorneys' fees incurred by CPP in relation to the default, in addition to any other amounts due.
14. **RIGHTS IN WORK PRODUCT:** Each Party shall retain all proprietary rights in their respective products, devices, instruments, computer software, patents, trademarks, trade names, processes and methods involved in or relating to performance of the work under this Agreement, except that the Client shall have the right to use, duplicate, disclose or otherwise dispose of all project data and reports created or compiled by CPP under this Agreement.
15. **TEST MODEL:** Any wind tunnel model constructed in the course of work for the Client shall be the property of the Client, except that if the Client does not take possession or arrange with CPP for storage of the model within 30 days following completion of the work, title shall revert to CPP. Unless otherwise agreed in writing, prices quoted by CPP do not include 1) storage of wind tunnel models more than 30 days following completion of the work, or 2) packing, transportation, or delivery costs for shipment of the model(s). In the case of solar aeroelastic models, CPP will keep all unique parts of the model for a year at no charge, in the event additional testing is required.
16. **INDEMNIFICATION:** Client agrees to indemnify and hold harmless CPP, its subsidiaries, affiliates, directors, officers, agents, representatives, consultants, partners, and employees from and against all claims, taxes, losses, damages (including actual, direct, indirect, consequential, punitive, nominal, and any other kind), liabilities, costs and expenses, including reasonable attorneys' fees and other legal expenses, related to any third-party claim, suit, investigation, or judgment arising directly or indirectly from or in any way related to:
- i. any negligent, reckless or intentionally wrongful act or omission of Client or its employees, assistants, subcontractors, agents, or representatives, including, but not limited to, any failure to independently validate any results of the API or information obtained from the Services;
 - ii. any failure of Client to perform any requirements of this Agreement or its own services in accordance with all applicable laws, rules, codes, regulations, and industry standards;
 - iii. Client's breach of this Agreement;
 - iv. Client's misuse or misapplication of CPP's work product under this Agreement for any purpose other than its intended application in accordance with applicable law, as defined in this Agreement.
 - v. any personal injury or property damage arising from or relating to Client's use of the API or information obtained from the Services, or any authorized or unauthorized use of the API or the Services;
 - vi. Client's use, handling, or loss of customer data;
 - vii. any infringement, misappropriation, or other violation of any intellectual or proprietary right, right of privacy, right of publicity or other right by Client or any third party; and
 - viii. any violation of listing or certification requirements, law, rule, or regulation by Client's use of the API or the Services by Client or any third party.
17. **CLIENT REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS:** Client represents, warrants, and acknowledges that it is solely responsible for independently validating any and all API results and other information obtained from the Services, and that its failure to do so entitles CPP to full indemnification under Section 16 of these Terms, regardless of the API's results or the other information obtained from the Services.

Client further represents, warrants, and acknowledges that it is solely responsible for ensuring that its own services and products comply with all applicable laws, rules, codes, regulations, and industry standards, and that its failure to do so entitles CPP to full indemnification under Section 16 of these terms, regardless of the API's results or the other information obtained from the Services.

- 18. ARBITRATION:** Any professional liability claim asserted by Client against CPP arising out of or relating to the subject matter of this Agreement shall be determined by binding arbitration in Larimer County, Colorado conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") before a sole arbitrator. The arbitrator shall be a person having at least ten years' experience in the fields of civil engineering, mechanical engineering, wind engineering, meteorology or architecture, and who is designated either as a professional engineer by one of the states of the United States, as a Certified Consulting Meteorologist by the American Meteorological Society, or as a Registered Architect by one of the states of the United States. The arbitrator shall be appointed by the American Arbitration Association in accordance with the Rules. The arbitration shall be governed by Colorado law. The arbitrator shall, in the award, allocate all of the arbitration costs, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction. This arbitration provision is limited to professional liability claims asserted by Client against CPP, and all other claims relating to the subject matter of this Agreement shall not be subject to arbitration unless otherwise agreed to in writing by the parties.
- 19. GOVERNING LAW:** Interpretation, construction, and enforcement of this Agreement shall be pursuant to the laws, statutes, and regulations of the State of Colorado, without giving effect to principles of conflict of laws. The parties recognized that the services are to be performed in Larimer County, Colorado, agree that any suit for enforcement of any obligation arising pursuant to this Agreement shall be brought in Larimer County, Colorado, and submit to jurisdiction in state and federal courts located in the State of Colorado.
- 20. DISCLAIMER OF WARRANTIES:**
- a. CLIENT'S USE OF THE SERVICES ARE AT ITS SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CPP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
 - b. CPP MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND/OR THAT (iii) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
 - c. ANY INFORMATION DERIVED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT CLIENT'S OWN DISCRETION AND RISK. CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM/NETWORK OR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR THE USE OF THE SERVICES.
- 21. LIMITATION OF LIABILITY:** To the maximum extent permitted by law, CPP, and its subsidiaries, affiliates, officers, directors, employees, and agents, will not be liable to Client for any lost profits, revenues, financial losses, or any indirect, special, consequential, exemplary, or punitive damages of any kind. To the maximum extent permitted by law, the total liability of CPP, and its subsidiaries, affiliates, officers, directors, employees, and agents, for any claim, cost, damage, or loss arising out of or relating to CPP's services, the Services, or the Agreement, including for any warranties that may not be excluded, shall not exceed the amount Client paid for the Services during the twelve months prior to the event giving rise to the liability or \$10.00, whichever is greater (the "Liability Cap"). CPP and Client agree that the Liability Cap shall include all forms of damages.
- 22. OWNERSHIP AND LICENSE:** Client does not acquire ownership in the API by its use of the Services. The API is protected by United States intellectual property laws, including without limitation copyright laws, and international treaty provisions. Client will not remove or alter any proprietary notices or marks on the API. Client will not reverse engineer or attempt to extract the source code from the API, or any related software, except to the extent that this restriction is expressly prohibited by applicable law and then in such case, the information derived will be maintained in strict confidence. Client also will not sublicense, lease, rent, loan, distribute, sell, transfer or

make available the API to any third party except as specifically permitted by this Agreement. The API is licensed and not sold. CPP reserves all rights not expressly granted in this Agreement.

If CPP receives any feedback, suggestions, ideas, reports, or other information relating to the API or the Services, CPP and its subsidiaries and affiliates may use such information without obligation to Client. CPP reserves the right to modify or update the API at any time, for any reason, and without notice to Client, though CPP will try to provide as much prior notice as possible. CPP may add or remove functionalities or features at its discretion.

23. **INDEPENDENT DEVELOPMENT:** Provided there is no infringement of Client's intellectual property rights, this Agreement does not impair the rights of CPP or its subsidiaries and affiliates to develop, manufacture, purchase, use or market, directly or indirectly, alone or with others, products or services competitive with those offered by Client.
24. **CONFIDENTIAL INFORMATION:** CPP's communications to Client and information provided to the Client through the Services may contain CPP confidential information. If Client receives any materials or communications that are marked confidential or that would normally be considered confidential under the circumstances, then Client will not disclose it to any third party without CPP's prior written consent. Client may disclose CPP's confidential information when compelled to do so by law if Client provides CPP reasonable prior notice unless a court orders that CPP not receive notice.
25. **AUTHORITY:** The signer of the Agreement represents that s/he is a duly authorized representative of Client and has full power and authority to bind Client to all provisions of this Agreement.
26. **ENTIRE AGREEMENT:** The Agreement constitutes the entire final Agreement between the parties and supersedes all prior proposals and agreements.
27. **LEGAL STATUS OF PARTIES:** The Agreement does not make either party the agent, partner, employee or legal representative of the other party for any purpose whatsoever.
28. **WAIVER OF BREACH:** No waiver of any breach of the Agreement shall constitute a waiver of any other or subsequent breach.
29. **NO MERGER:** All covenants, agreements, indemnities, warranties, and representations made by the parties shall survive completion by CPP of the work and payment by Client for such work.
30. **BINDING EFFECT:** The Agreement is binding upon, and shall inure to the benefit of the parties, their successors, assigns and legal representatives.
31. **STATUTE OF LIMITATIONS:** Any cause of action or claim Client may have arising out of or relating to this Agreement must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim shall be permanently barred and shall be deemed waived.
32. **INVALID PROVISIONS:** If any term or provision of this Agreement is held to any extent invalid or unenforceable, the remaining terms and provisions shall be valid and enforceable to the fullest extent permitted by law.



Acceptance Agreement

By signing below and returning a copy of this document to us, you accept the Standard Terms & Conditions and agree to the services and fees selected above. Once signed by authorized representatives of both parties, this proposal and the Standard Terms & Conditions together constitute the Agreement.

Firm: CPP, Inc. _____

Firm: _____

Signature: _____

Signature: _____

Name (printed) _____

Name (printed) _____

Title: _____

Title: _____

Date: _____

Date: _____



PROPOSAL 17 REV02

CPP Wind Engineering Consultants
7365 Greendale Road
Windsor, Colorado 80550,
USA

+1 970 221 3371

cppwind.com



WIND ENGINEERING
CONSULTANTS

Scope and Fee Estimate

Preliminary Geotechnical Report for CEQA Analysis

Date: 3 February 2023
To: Jessica Viramontes - Jessica.Viramontes@icf.com
cc: heidi.mekkelson@icf.com, devan.atteberry@icf.com,
admin@divisconsulting.com, marcos@divisconsulting.com
From: Christian J. Divis, GE - christian@divisconsulting.com
Proposal No: P23-230101-02
Project Name: Mission Bay South Housing Entitlement Expansion
Blocks 4E and 12W

Anticipated Project Scope:

Block 4E: 538 Units in 2 towers	Block 12W: 442 Units in 2 buildings
4E-A 298 Units	12W-A 182 Units in mid-rise
4E-B 240 Units	12W-B 260 Units in tower
Excavations limited to pile caps and utilities	Excavations limited to pile caps and utilities
Deep foundations to bedrock	Deep foundations to bedrock

Anticipated Project Schedule:

Project start date March 2023. Preliminary geotechnical report deliverable 6 to 8 weeks after authorization.

Anticipated Divis Consulting scope of services:

- Review of Project Documents and Gather Relevant Geotechnical and Geologic Data including a review of available data from our files, reports provided by you and publicly available reports requested and obtained the San Francisco Department of Building Inspection.
- Perform a desktop geotechnical study of two parcels at Mission Bay; Block 4E and 12W.
- Perform a desktop geologic hazard study of two parcels at Mission Bay; Block 4E and 12W.
- Provide preliminary geologic and geotechnical conclusions regarding:
 - Subsurface Conditions, including Mission Bay fill history and undocumented fill
 - Site demolition, preparation and grading
 - Shallow, temporary excavations
 - Consolidation of Soft Marine Deposits (Bay Mud)
 - Deep foundations (including design and construction considerations)
 - Geologic Hazards (including Tsunami, Liquefaction and Lateral Spreading)
 - Review of Historic Aerial Photographs
 - Seismic Design Criteria
- Include an estimate (based on available development plans) of:
 - number of piles per site
 - approximate pile locations

- soil disturbance and heave due to pile driving operations
- Based on our geologic and geotechnical studies address potential environmental factors (CEQA Determination) including, but not limited to the following:
 - Faulting, shaking, geologic hazards
 - Potential for Erosion
 - Stability of geologic units
 - Expansive Soils
 - Utilities and wastewater disposal systems
 - Potential for project to impact paleontological resources or geologic features
 - Groundwater considerations
 - Surface run-off considerations
 - Tsunami
 - Construction noise
- Deliverable: two geotechnical reports (one for each site) signed by a licensed Geotechnical Engineer and Professional Geologist. (one draft and one final per site)

Estimated Fee and Contract:

Project Coordination and Data Requests/Gathering	\$4,235
Desktop Geotechnical Study	\$2,880
Desktop Geologic Hazard Study (including historic aerial photo review)	\$4,050
Preliminary Geotechnical and Geologic Conclusions.....	\$3,137
CEQA Determination.....	\$3,345
Deliverables Geotechnical and Geologic Hazard Reports	
<u>Draft plus 1 revision (2 Final Reports).....</u>	<u>\$9,888</u>
TOTAL ESTIMATED FEE = \$27,537	

We propose to perform our services in accordance with the attached 2023 Schedule of Charges and Conditions. Our services will be billed on a Time and Expense, not to exceed basis. We will not exceed the estimated fee presented herein without your prior written consent. Our fee estimate is valid for 30 days after the date of this proposal.

Limitations:

No site specific geotechnical or geologic hazard studies beyond a site reconnaissance will be performed. Conclusions and/or recommendations regarding waterproofing are beyond the scope of our services. The proposed fee, scope and schedule are based on authorization by the attached professional service agreement. A final geotechnical and geologic hazard report based on site-specific field studies will be required for final design and construction. Any studies regarding site specific response spectra or site-specific seismicity are beyond the scope of this study.

Attachments: Statement of Qualifications – Geotechnical Engineering
PLATE 1 - Mission Bay Map
TABLE 1 - Mission Bay and Housing
Professional Services Agreement
Client Contact Form
2023 Schedule of Charges and Conditions

Divis Consulting, Inc. would like to thank you for providing us with this opportunity to share our Statement of Qualifications. We are locally headquartered in the Excelsior district of San Francisco and have been offering geotechnical services throughout the Bay Area and beyond since 2004.

EXPERIENCE Our key personnel have decades of experience working on a wide range of projects in San Francisco, from individuals, corporate entities to low-income housing developments and public agencies such as SFPW, SFPUC, Muni, Port of S.F., Recreation and Parks Department, County Transportation Agency, SFO Airport, Fire Department, Police

Department, Public Library and Real Estate Division. We provide peer review services for projects subject to Slope Protection Act and Tall Building Ordinance requirements. We have extensive experience in urban infill projects and were involved from the very start in the horizontal infrastructure development process of Mission Bay. Our portfolio also includes 30+ successful LBE projects. With this level of expertise, we are confident to deliver exceptional results for any project you may have.

GEOTECHNICAL ENGINEERING Our geotechnical experience includes: geotechnical investigations, engineering analyses, project management, construction observation and testing, and report preparation.

We have extensive experience performing geotechnical investigations within the City and County of San Francisco for any project size. We maintain our own equipment for infiltration testing and shallow investigations where access is extremely limited and retain drilling subcontractors to perform specialized investigations. We are experienced with drilling along the area of reclaimed land beyond the historic San Francisco shoreline where subsurface conditions can significantly complicate a geotechnical investigation.

Our staff is adept at performing complicated geotechnical analyses for a variety of projects ranging from mitigation of unstable slopes of the seven hills of San Francisco, to consolidation of Bay Mud along the margins of the Bay and evaluating and mitigation of seismic hazards such as liquefaction and lateral spreading. Geotechnical analysis is a core competency of Divis and includes shallow foundations, deep foundations, simple and complex shoring projects, underpinning, ground improvement, retaining walls,

The role of an experienced geotechnical engineer requires a skill set that transcends the investigation and analysis of soils.

geologic hazards and computer modeling. We are experienced in geotechnical instrumentation and interpreting the results of groundwater studies, vertical and lateral deflections, in-situ testing, laboratory testing, field testing and testing of deep foundation elements. Our approach to analyses is founded in our understanding that without real world experience, any analysis may be of little value to a project. Therefore, our mission is not only to focus on high

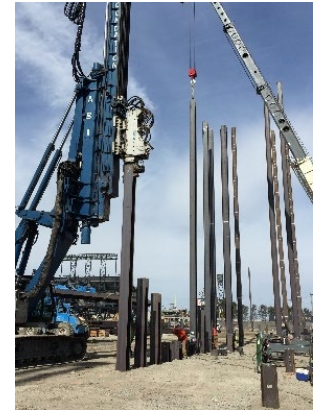
**YEARS IN BUSINESS: 19 NUMBER OF LBE PROJECTS: 30+
TOTAL YEARS OF COMBINED EXPERIENCE: 120
COMPLETED PROJECTS IN THE LAST 5 YEARS: 200+ PRIME
CONTRACTS FOR GEOTECHNICAL AS NEED SERVICES: : 2
MULTIPLE SUBCONTRACTS FOR MAJOR INFRASTRUCTURE
IMPROVEMENTS AND NEW VERTICAL DEVELOPMENTS**



technical standards, but to ensure that we evaluate the results on the practicality of implementing them.

Even the most basic project involves a significant effort to coordinate between our client's needs, the flow of information between professionals and our requirements to complete a project in a way that serves not only all of those involved but ourselves in terms of reputation, standards of care and our bottom line. We believe that our repeat clients are a testament to our ability to manage projects.

The need for a qualified and experienced geotechnical engineer to evaluate conditions on site during construction is present across all aspects of geotechnical construction observation. Our staff are well qualified to make quick informed decisions in the field and thereby reduce construction delays and impacts on construction costs. Since 2017, we have provided staffing to perform construction observation at several major development projects in San Francisco, including Mission Rock, Potrero Power Station, Treasure Island, and others. Our construction observation services include a simple yet important philosophy; provide field staff experienced in identifying both discrepancies between the project documents and the contractor's work as well as interpreting field data to flag deficiencies as soon as possible such that they can be addressed in a timely and useable manner.



Our product consists of documentation for investigations, engineering analyses and construction observations. Our office and our team members stand ready to provide you with the highest quality geotechnical engineering documents.

KEY PERSONNEL Christian J. Divis, PE, GE a Principal Engineer, has more than 20 years of experience in the field of geotechnical engineering for a variety of clients, project types and site conditions in the San Francisco Bay Area. Mr. Divis holds a Master of Science (M.S.) Degree in Geotechnical Engineering from U.C. Davis and a Master of Business Administration from Trinity College, Dublin.

Marcos F. Pinheiro, PE, GE, an Associate Engineer with 20 years of geotechnical experience with commercial, residential, and infrastructure projects throughout California. Mr. Pinheiro has over 13 years of experience in the San Francisco Bay Area with urban in-fill and medium to high rise residential projects. He holds a M.S. degree in Geotechnical Engineering from U.C. Berkeley and a B.S. in Structural Engineering from Case Western Reserve University.

Deron van Hoff, PE, GE, A Senior Associate Engineer has more than 30 years of experience in the field of geotechnical engineering. Mr. van Hoff holds a M.S. degree in geotechnical engineering from U.T. Austin and a Bachelor of Science (B.S.) in geotechnical engineering from U.C. Berkeley.

Pat Drum PG, CEG, CHG, Mr. Drumm has over 25 years of experience in the engineering geological and hydrogeological consulting profession. Mr. Drumm holds three California professional licenses. He is involved in mentorship through teaching at the California State University East Bay, Hayward Campus (CSUEB).

Eric W. Ford, PG, has 20 years of experience working in the San Francisco Bay Area. Mr. Ford earned his Master of Science in Applied Geosciences from San Francisco State University.



Year	Project Name	Project Type				Services Provided				Geotechnical Elements Within Divis Scope							
		Private Development	Affordable Housing	Supportive Housing	Public Infrastructure	Feasibility Study	Geotechnical Investigation	Analysis and Design Parameters	Construction Observation	Sensitive Soils	Geologic Hazards	Deep Excavations and Shoring	Deep Foundations	Consolidation Settlement	Ground Improvement	Limited Access Investigation	Instrumentation
2008	Mission Bay South Block 13E																
2009	Westside Housing Initiative																
2009	Transbay Terminal Development Block 11A																
2010	Visitation Valley Redevelopment Area																
2013	1950 Mission Street																
2013	Balboa Park BART																
2013	Hunters View Phase II																
2013	706 Mission Street																
2014	Transbay Terminal Development Block 8																
2014	Mission Bay South Block 1 - SOMA HOTEL																
2014	Transbay Terminal Development Block 9																
2015	Mission Bay South Block 40 - The Exchange																
2015	Mission Bay South Block 1 - R1R2 - Residential Building																
2016	Mission Bay South Block 3E																
2017	Mission Bay South Block 6W																
2017	Golden State Warriors Arena																
2018	Giants Parking Lot A and Sewall Lot 337 - Mission Rock																
2018	Mission Bay South Block 9																
2018	Transbay Terminal Development Block 4																
2018	Hunters View Phase III																
2018	1064-1068 Mission Street																
2019	Mission Rock Development																

	STATEMENT OF QUALIFICATIONS		MISSION BAY AND HOUSING		
			01/27/2023	22-230101-01	Table 1

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 02/03/2023 by and between Divis Consulting, Inc. (hereinafter DC), a California corporation and: ICF ("Client") each a "party" and collectively the "parties". In consideration of the undertakings and agreements hereinafter set forth, the parties agree as follows:

1. Services

The professional services ("Services") to be performed by DC on behalf of Client are described in the DC proposal ("Proposal") dated 02/03/2023 which is incorporated by reference in this Agreement. The scope of Services described in the Proposal is the product of discussions and communications among the parties and reflects an understanding of the uncertainties of subsurface investigations, the client's project objectives, the client's budget and other factors. Any calendar scheduling requirements applicable to DC's Services shall be set forth in the Proposal or any Change Order. The Scope of Services and the budget for those Services in the Proposal reflect DC's professional judgment and are based on the information provided by Client to DC as of the date of the Proposal. Client understands that fee estimates are based on anticipated subsurface conditions and DC cannot provide a guarantee of the maximum cost and time required to complete the Services if the on-site conditions are different than anticipated.

2. Compensation for Services

The payment by Client, whether on a firm fixed price basis, a time and materials basis or cost-plus fixed fee, shall be set forth in the Proposal. For Time and Expense charges, the rate schedule shall be set forth in Exhibit A or any Change Order agreed to by DC and Client. Client agrees to pay all sales, use, excise, gross receipts or other taxes (other than taxes on DC's net income), imposed upon the products and services provided by DC; any taxes shall be added to the total compensation due DC. Where the method of payment is on a time and materials basis, DC shall upon request, furnish to Client a proposed budget for the Services specified. DC shall not invoice Client for amounts in excess of the specified

budget without first obtaining Client's authorization. However, Client acknowledges that notwithstanding anything to the contrary herein, DC's Time and Expense budget shall not be construed as a "guaranteed maximum price" to perform the described Services. The charges provided for in Exhibit A may be revised upon 30 days written notice by DC. Fixed bid amounts may be revised by DC if the actual site conditions differ than those anticipated by DC. Client authorizes DC, or their agents or contractors, to investigate at their discretion, the creditworthiness of the Client.

3. Invoices and Payments

(a) DC shall endeavor to issue invoices ("Invoice(s)") on at least a monthly basis. All amounts invoiced shall be due and payable on receipt. Any unpaid balances shall accrue late charges of one and one-half percent (1 ½%) per month or the maximum rate allowed by law, whichever is lower, commencing with the thirty first (31) calendar day after the date of invoice, and shall be payable without further action or notice by DC. Client agrees to notify DC in writing within thirty (30) calendar days of the date of the Invoice if client takes exception to or disputes any charges on the Invoice. Except as provided in the preceding sentence, Client acknowledges and agrees that the obligation of Client to make payments hereunder shall be absolute and unconditional under any and all circumstances, regardless of any right of abatement, recoupment, setoff, counterclaim, defense, suspension, deferment, diminution, reduction or any other right of Client.

(b) In the event that collection efforts or legal action is initiated to obtain payment of any sums due under this Agreement, Client agrees to pay all

fees and expenses associated with efforts or actions, including reasonable attorney's fees.

(c) All payments should be remitted to the address indicated in the Invoice.

4. Analyses, Findings, Conclusions and Recommendations

The analyses, findings, conclusions and recommendations to be furnished by DC pursuant to this Agreement may be based in part on data obtained from subsurface exploration. Such data relate only to subsurface conditions at the specific locations and depths and only at the specific times sampled or observed. Such data do not reveal strata variations between different locations or depths, or at different times. Analyses, findings, conclusions and recommendations made by DC on the basis of such data will be based on assumptions made by DC (based in part on the data) about subsurface conditions in locations not specifically sampled or observed. Such conclusions and recommendations are subject to reassessment as subsequent work progresses. For this reason, Client is advised that DC should be retained to monitor any such subsequent activities for the purpose of verifying or modifying the accuracy of its analyses, findings, conclusions and recommendations.

5. Standard of Care; No Warranties

The Services will be performed on behalf of and solely for the exclusive use of Client, and for no others, without DC's express written permission. The Services performed by DC shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering consulting professions in the same locale acting under similar circumstances and conditions. DC MAKES NO REPRESENTATIONS, GUARRANTEES OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES WHETHER MADE ORALLY OR IN WRITING INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF

MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

6. Hazardous or Unsafe Conditions

Client represents that it has fully informed DC of the type, quantity and location of any hazardous, toxic or dangerous materials and of any unsafe or unhealthy conditions which may affect the Services of which Client is or should be aware. Client shall immediately notify DC of any such condition of which Client becomes aware, or should be aware, during the term of the Agreement. The discovery or occurrence of any such condition shall be considered a changed condition. Client hereby undertakes to reimburse DC for any costs or expenses incurred by DC in taking emergency measures to protect the health or safety of any persons or to prevent environmental harm or other damage or injury from any of the conditions referred to in this section.

7. Reporting and Disposal Requirements

Nothing contained in the Agreement shall be construed as requiring DC to assume the status of an owner, operator, generator, or person who arranges for disposal, transportation, or storages, or an operator of a disposal facility, within the meaning of any federal, state or municipal statute governing the treatment, storage and disposal of hazardous or toxic substances and waste. Client shall bear sole responsibility for notifying all appropriate federal, state, municipal or other governmental agencies of the existence of any hazardous or toxic materials located on or in any real property which may be affected by the Services. Client shall, at its sole cost and expense, make all necessary arrangements and be responsible for the lawful removal, disposal, transportation, storage, treatment, recycling or other handling of any hazardous or toxic substances or wastes without limitation.

8. Samples and Cuttings

DC shall not be obligated to preserve any samples or materials for more than 30 calendar days after

the issuance of any document containing data or geotechnical conclusions and recommendations obtained from such samples or materials. DC shall not be obligated to preserve any samples or materials for more than 90 calendar days after obtained by DC.

9. Construction; Health and Safety

DC shall not be responsible for the preparation or administration of Health and Safety plans for any entity other than DC. In no event shall DC advise on, issue directions relating to, or assume control over, any aspects of the means, methods, techniques, sequences, or procedures or any installation or construction, unless such advice or directions are specifically required by the Proposal; and shall not advise on, issue directions regarding, or assume control over, safety precautions and programs otherwise in force at the Client's facility or site, unless specifically required by the Proposal.

10. Deliverables

All deliverables, including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by DC shall upon payment in full of DC's invoices become the property of Client. In the event Client requests DC to transfer the original deliverables to Client upon the completion of DC's work, DC shall have the right to make a copy of such deliverables for archival purposes at Client's expense. Client acknowledges that such deliverables are not intended or represented to be suitable for reuse by Client or others on any extension of a project or on any other project. Reuse of the deliverables by Client or third parties without the opportunity for adaptation by DC and absent DC's prior written consent, shall be at the Client's sole risk.

11. Limitation of DC's Liability to Client

Client is experienced in the development of projects or has retained design professionals experience with similar projects, and/or has carefully reviewed and understands the risks and benefits associated with this project. Client

further understands and agrees that the following limitation is a material inducement to DC to undertake services under this Agreement for the amount of the fees provided. THEREFORE, DC AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, WHETHER OR NOT THE CLIENT WAS OR SHOULD HAVE BEEN AWARE OF, OR WAS ADVISED OF, THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL DC, OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR ANY KIND, REGARDLESS OF FORM, IN EXCESS OF THE INVOICED DOLLAR AMOUNTS OF THE SERVICES PROVIDED BY OR THROUGH DC UNDER THIS AGREEMENT AND ACTUALLY PAID BY CLIENT.

Said limitation shall apply regardless of the legal basis for the claim including, but not limited to, claims based on breach of contract, professional or ordinary negligence, or breach of warranty. Client agrees to hold harmless, defend and indemnify DC against any cost, loss, damage, claim, liability, demand or lawsuit (including reasonable attorney fees) by any third party for damages in excess of the amount set forth in this provision.

12. Client's Indemnification of DC

Client shall defend, indemnify and hold harmless DC and its shareholders, directors, officers, agents, employees, contractors and subcontractors from and against any and all losses, damages, claims, liability and costs and expenses incidental thereto (collectively "Claim") including costs of defense, settlement and reasonable attorney's fees claimed by a third party for bodily injuries (including death) to any person, or damage (including loss of use) to any property (public or private), or contamination of

or adverse effects on the environment, arising out of or relating to (i) the acts, omissions or willful misconduct of Client or Client's employees, agents, contractors or subcontractors; or (ii) Client's material breach of this Agreement. Client shall not enter into any settlement of the defense of any Claim, requiring payment of monies by DC, without DC's prior written consent. DC may participate at its expense in the defense and/or settlement of any such Claim with counsel of its choosing and at its sole expense.

13. Required Disclosures by Client

(a) Client shall provide DC all information that is known or readily accessible to Client, which may be reasonable and/or necessary for completion of the Services.

(b) Prior to the commencement of the Services on a Project, or at any time thereafter when new information becomes available to Client, Client will provide prompt, full and complete disclosure to DC of known or potential hazardous materials, hazardous conditions or risks to the health or safety of DC's employees, agents, contractors and subcontractors that may be encountered at the Project site or in connection with the performance of the Services.

14. Modifications to Services

Client or DC may request modifications or changes in the Services to be performed. Any material changes that are mutually agreed upon shall be documented in writing by both DC and Client. DC shall not be obligated to proceed with any change in scope without a written approval from Client which may be in the form of a letter, email or formal Change Order. All modifications or changes in services authorized by Client shall be subject to the terms of this Agreement except as otherwise modified in writing by mutual consent. DC reserves the right to refuse to accept any proposed Change Order tendered by Client.

15. Termination

(a) This Agreement may be terminated by either party upon thirty (30) days written notice (i) should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the terminating party; or (ii) whenever the right to terminate is otherwise provided in this Agreement.

(b) If Client fails to make payment to DC for the Services, DC may, upon fourteen (14) days written notice to Client, suspend performance of the Services under this Agreement. In the event of suspension of the Services, DC shall have no liability to Client for delay or damage incurred by Client because of such suspension of the Services.

(c) Irrespective of which party shall effect termination or the cause therefore, Client shall, within thirty (30) days of termination, compensate DC for Services performed and for costs incurred up to the time of termination, as well as those reasonable costs associated with termination and post-termination activities, such as demobilization, records and reports necessary to document job status at the time of termination and expenses incurred in terminating contracts with subcontractors including any termination penalties applicable thereto.

16. Force Majeure.

Neither DC nor its contractors or subcontractors will be liable for failure to perform Services provided for in this Agreement when such performance is hindered or prevented by an occurrence beyond the control of DC or its contractors or subcontractors.

17. Legal Proceedings

Client shall be responsible for and pay DC at its prevailing litigation rates for all time spent by DC employees or personnel in connection with any court, administrative or other legal proceedings with a third party, arising from or relating to Services provided under this Agreement, regardless of whether or not DC is subpoenaed to

appear at such proceedings by Client or any third party.

18. Site Access and Control

Client grants permission to, or arrange permission for DC and its agents, employees, contractors and subcontractors to enter and remain for any necessary periods on the Project Site, and any areas required for access to such Project Site, regardless of whether Client has any interest in such real property. Client agrees to execute any access agreements required to secure such permission. Client acknowledges that the Services may unavoidably alter conditions or affect the environment of such real property and undertakes to repair or remediate any such alterations at its sole expense.

19. Information Provided by Client

DC shall indicate to Client the information needed for rendering the Services described in its Proposal. the extent that Client agrees to waive any claim against DC and to indemnify and hold harmless DC from and against any and all claims, damages, losses, liability, and expenses, including attorney's fees, that may arise from errors, omissions or inaccuracies in information provided to DC by Client.

20. Client Representative

Client shall designate a person to act as Client's representative with respect to the Services to be performed. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to DC's Services for the Project.

21. Independent Contractor

DC shall have the status of an independent contractor, not that of an agent or employee. DC shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors.

22. Entire Agreement

This Agreement, together with any Exhibits hereto, constitutes the entire understanding and agreement between the parties relating to the Services provided by DC to Client and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Services. This Agreement may be amended only by a written instrument signed by each party. It may be signed in counterparts and signatures delivered in electronic form shall be deemed to be an original.

23. Precedence

This Agreement shall take precedence over any additional, inconsistent or contradictory provisions contained in any Client-issued purchase order, terms and conditions, requisition, notice to proceed or like document regarding the Services. In the event of an ambiguity, conflict or inconsistency between the terms or conditions of this Agreement and those of any Exhibit, Proposal, work order or other document relating to the Parties, the terms and conditions of this Agreement shall control.

24. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California, without giving effect to any choice of law rules that may direct the application of the laws of any other jurisdiction. The waiver by one party of any breach of this Agreement, or the failure by one party to enforce at any time, or for any period of time, any of the terms and conditions of this Agreement, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any other provision, except for the particular instance.

25. Assignment, Successors and Assigns

This Agreement shall not be assigned by either party without first obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or

delayed. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

26. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and DC shall survive the completion of Services hereunder and the termination of this Agreement.

27. Dispute Resolution

Should either party assert that the other has breached this Agreement, or should any other dispute, claim or controversy regarding this Agreement arise, the parties will immediately attempt to mediate the matter with reference to a mediator appointed by the American Arbitration Association, San Francisco, California Regional Office (the "Association") and, if it cannot be resolved by resort to amicable mediation, such matter shall be resolved by arbitration in San Francisco, California, under the Commercial Rules and auspices of the Association. Any such arbitration shall be conducted by a single arbitrator, who shall be selected by the Association from its Commercial Panel of Arbitrators in accordance with the applicable Rules of the Association. The award of the arbitrator shall be in writing and shall set out the reasons for making the award, shall be in accord with applicable law and supported by substantial evidence, shall be binding and conclusive on all parties, and an award based thereon may be

entered in any court of competent jurisdiction. All costs (including without limitation mediators' fees, arbitrator's fees and reasonable attorneys' fees) of the prevailing party shall be borne by the losing party. Furthermore, in any action with respect to a claim for equitable relief, or for any provisional remedy pending arbitration, or for confirmation of the award of the arbitrator following arbitration, the prevailing party shall be entitled to recover its costs (including reasonable attorneys' fees). Notwithstanding the foregoing, nothing in this Section 27 shall be construed to preclude either party from seeking provisional remedies, including without limitation temporary restraining orders and preliminary injunctions, from any court of competent jurisdiction, in order to protect its rights under this Agreement pending arbitration (provided that no such provisional remedies shall be sought as a means of avoiding arbitration). The parties hereby irrevocably consent to the non-exclusive personal jurisdiction of: the state and federal courts in San Francisco, California, in any legal proceeding lying within their jurisdiction concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) with respect to a claim for equitable relief, or for any provisional remedy pending arbitration, or for confirmation of the award of the arbitrators following arbitration.

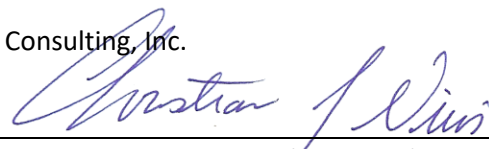
IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year first above written.

Client: ICF

<name> _____ (Signature)

Date: _____

Divis Consulting, Inc.



Christian J. Divis (Signature)

Date: 02/03/2023

CLIENT CONTACT FORM
Mission Bay South Housing Entitlement Expansion
Blocks 4E and 12W
San Francisco, California
02/03/2023



CLIENT CONTACT INFO:

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Email: _____

Billing Email: _____
(if different)

Please provide additional information as needed to admin@divisconsulting.com upon completion of this document.

2023 Schedule of Charges DIVIS CONSULTING, INC.

Charges for personnel, outside services, materials and equipment shall be as follows.

Personnel Charges – Charges for Divis Consulting’s (DC’s) personnel shall be as indicated below:

<u>Personnel</u>	<u>Hourly Rate (\$)</u>
Staff Engineer/Geologist	135
Senior Staff Engineer/Geologist	155
Project Engineer/Geologist	200
Associate Engineer/Geologist	220
Senior Associate Engineer/Geologist	245
Principal	285

Time will be charged in half-hour increments. Travel time (portal to portal) and field report preparation time will be charged. DC reserves the right to charge a two-hour minimum fee. DC may augment in-house personnel with subconsultants. Hourly rates for subconsultants shall not exceed those for equivalent in-house personnel. Rates for litigation services are not presented herein and are available upon request. Rates are for normal business hours. Weekend, holiday and nighttime rates available upon request.

Outside Services, Materials and Equipment Charges – Charges for services, materials and equipment furnished by firms other than DC shall be equal to 1.15 times the amounts charged DC for such services, materials, and equipment.

Equipment Charges – Charges (in addition to personnel charges) for equipment are as follows:

Nuclear Moisture-Density Gauge (includes field vehicle)	\$32.00 per hour
Water Level Meter	\$32.00 per hour
Inclinometer	\$106.00 per hour
Dynamic Penetrometer	\$53.00 per test

Rates for other equipment, such as geotechnical field instrumentation equipment, exploration and sampling equipment and specialized computer software may be obtained upon request. Negotiated equipment rates available upon request.

Field Vehicle Charges – Field Vehicle Charges may apply for projects outside of the Bay Area or where a field vehicle is specifically required for our scope.

Soil Samples

Soil samples will not be stored by DC unless specifically requested and for a negotiated monthly storage fee. Samples may be returned to the client upon request. Any associated fees will be billed to the client.

Revision of Charges – The charges provided for in the foregoing provisions may be revised annually by DC.

#



Contract Cost and Budget for the Preparation of a Preliminary CEQA Review for the Mission Bay South Housing Entitlement Expansion

March 13, 2023

Submitted to:
 José Campos
 Manager of Planning and Design Review
 OCII
 One South Van Ness Avenue, 5th Floor
 San Francisco, CA 94103

Submitted by:
 ICF Jones & Stokes, Inc.
 201 Mission Street, Suite 1500
 San Francisco, CA 94105
 Contact: Jessica Viramontes at 415.677.7108 or jessica.viramontes@icf.com



This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.

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2. SCHEDULE	1

APPENDIX B: PRELIMINARY COST ESTIMATE

APPENDIX C: PRELIMINARY SCHEDULE

1. CONTRACT BUDGET

A preliminary cost estimate for the scope of work described in Section 5, including our team's hourly rates, is included in **Appendix B**. ICF will invoice monthly, on a time and materials basis. Invoices are due net thirty (30) days from receipt.

The total cost to complete the scope of work without a 10 percent contingency is **\$400,742**, broken down as follows:

- ▶ ICF costs: \$207,625
 - Technical Reports prepared by ICF (i.e., Cultural Resources Technical Report, Noise Technical Report, Air Quality Technical Report): \$107,925
 - Project Description: \$6,610
 - Preliminary Checklist: \$30,562
 - Addendum (or other document): \$29,812
 - Other Costs (e.g., data collection, project management, mark-up fees, direct costs): \$32,716
- ▶ Advant Consulting/LCW Consulting (Transportation) costs: \$68,740 [LBE/WBE]
- ▶ Prevision Design (Shadow and Visual Simulations) costs: \$28,840 [LBE]
- ▶ CPP (Wind) costs: \$68,000
- ▶ Divis Consulting (Preliminary Geotechnical Exploration Report) costs: \$27,537 [LBE]

The total cost to complete the scope of work with a 10 percent contingency is \$440,816.

Our scope and cost estimate are provided for discussion purposes, based on our preliminary understanding of the project and your needs. They can be adjusted based on your feedback and project developments. We are confident that our experience and qualifications make ICF the best fit for this project, and we are happy to discuss opportunities to refine our assumptions and identify potential cost and schedule efficiencies.

To complete the scope of work in a cost-effective manner within the overall proposed budget ceiling, ICF reserves the right to reallocate hours between tasks and labor categories as it deems necessary.

2. SCHEDULE

As stated previously, we understand that maintaining schedule is critical to this project. To demonstrate our commitment to meeting your schedule needs, we have mapped out a preliminary schedule included in **Appendix C**. To the extent feasible, our team will frontload the preparation of the standalone technical reports and the Preliminary Checklist to facilitate this schedule.

As described under Task 1 in our scope of work, the preliminary schedule will be subject to OCII review and approval at the kick-off meeting.

APPENDIX B: PRELIMINARY CONTRACT BUDGET

Cost Estimate for Mission Bay South Housing Entitlement Expansion (version 3)

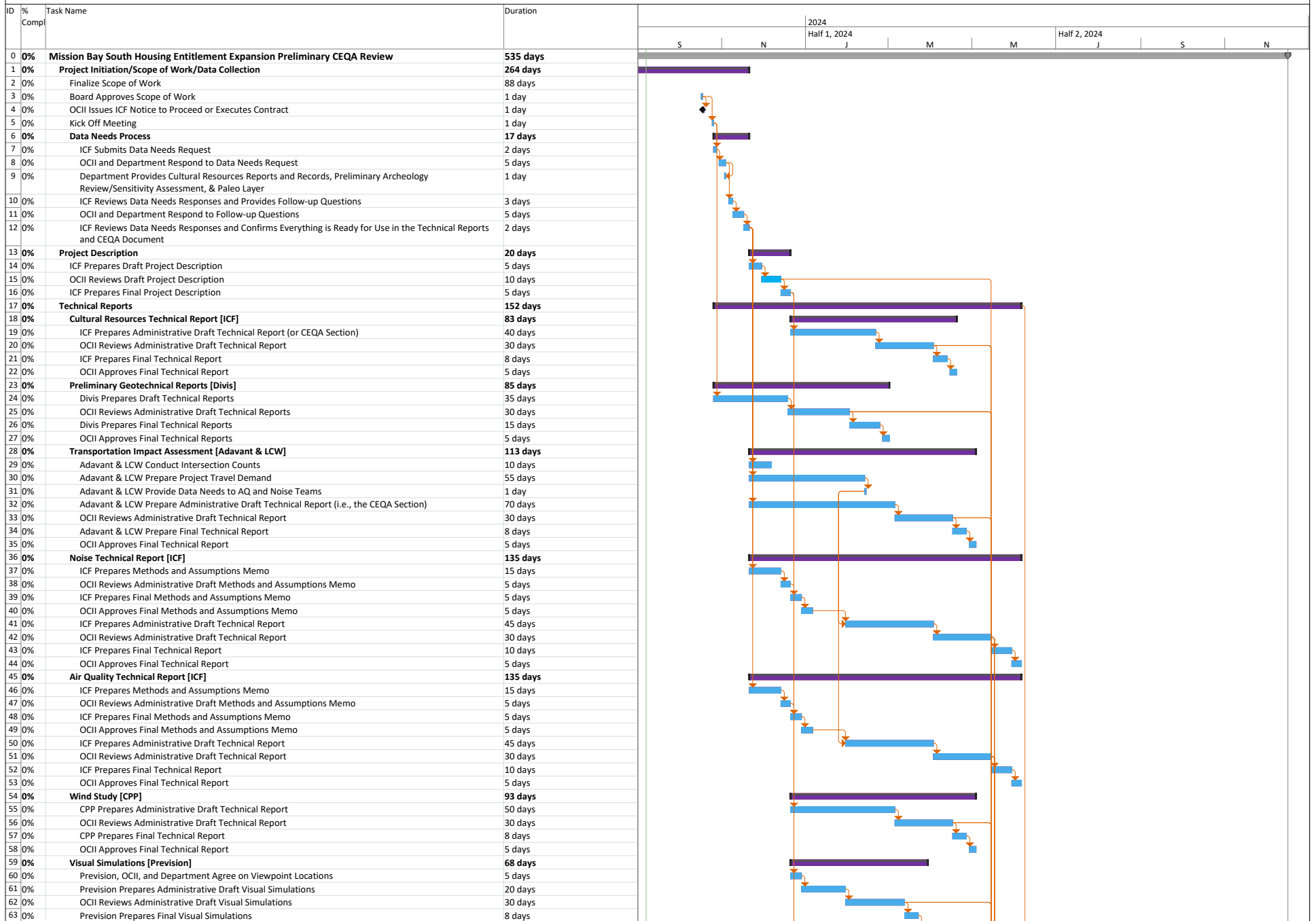
Employee Name	Consulting Staff																	
	Mekkelson Heidi	Viramontes Jessica	Atteberry Devan	Thompson Kate	Yoon Laura	Mansoor Jacqueline	Trageser Darrin	Carr Edward	Matsui Cory	Schumaker Noah	Cornejo Zachary	Holland Lora	Elder James	Nicholson David	Lassell Susan	Felicetti Nicole	Read Brent	
	Project Role	PD	PM	DPM	Env. Planner	AQ	AQ	AQ	AQ	Noise	Noise	Noise	Archaeo	Archaeo	Archaeo	Historic	Historic	GIS
	Labor Classification	Tech Dir	Mng Consult	Assoc Consult II	Asst Consult	Sr Tech Analyst	Sr Consult I	Sr Consult III	Proj Dir	Sr Consult II	Assoc Consult I	Assoc Consult III	Sr Consult II	Mng Consult	Assoc Consult II	Proj Dir	Assoc Consult I	Sr Consult II
Task																		
Task 1: Project Initiation/Scope of Work/Data Collection	1.0	2.0	8.0				4.0		4.0			2.0						
Task 2. Project Description	2.0	6.0	24.0															
Task 3. Technical Reports	6.0	20.0	6.0		34.0	213.0	104.0	14.0	43.0	191.0	16.0	18.0	8.0	4.0	5.0	10.0	9.0	
Task 4. Administrative Draft 1 Preliminary Checklist	10.0	16.0	20.0	30.0														
Task 5. Screencheck and Final Preliminary Checklist	4.0	10.0	12.0	16.0														
Task 6. Project Management/Meetings	20.0	42.0	12.0															
Optional Task 7. Administrative Draft 1 Addendum (or Other Appropriate CEQA Document)	8.0	16.0	20.0	20.0	2.0	6.0			2.0	6.0		6.0	2.0		2.0	4.0	3.0	
Optional Task 8. Administrative Draft 2 Addendum (or Other Appropriate CEQA Document)	4.0	12.0	10.0	10.0														
Optional Task 9. Screencheck and Final Addendum (or Other Appropriate CEQA Document)	3.0	10.0	8.0	8.0	2.0	2.0			2.0	2.0		2.0						
Total hours1,281.0	58.0	134.0	120.0	84.0	38.0	221.0	108.0	14.0	51.0	199.0	16.0	28.0	10.0	4.0	7.0	14.0	12.0	
Billing Rates	\$255.00	\$195.00	\$128.00	\$98.00	\$225.00	\$140.00	\$185.00	\$270.00	\$165.00	\$105.00	\$132.00	\$165.00	\$195.00	\$128.00	\$270.00	\$105.00	\$165.00	
Subtotal	\$14,790	\$26,130	\$15,360	\$8,232	\$8,550	\$30,940	\$19,980	\$3,780	\$8,415	\$20,895	\$2,112	\$4,620	\$1,950	\$512	\$1,890	\$1,470	\$1,980	
Other Direct Costs																		
521.00 Meals, and Lodging																		
523.02 Reproductions (Copymat = LBE]																		
523.03 Equipment Rental																		
523.04 Postage and Delivery																		
523.05 Travel, Auto, incld. Mileage at current IRS rate (.655/mile)																		
523.07 Surveys and Reports																		
Mark-up on Direct Expenses : 5%																		
Direct expense subtotal																		
Total price																		
Contingency 10%																		
Total Price with Contingency																		

						ICF Production Staff			Subcontractors										
Barrera Mario Geo/Hazard s	Conley John Graphics	Poopatanapong Amy Bio	Sukola Katrina Hydro/WQ	Unsworth Ellen Paleo		Mathias John Editor	Ha Anthony Pub. Spec.		Adavant/ LCW Transportation [LBE/WBE]	Prevision Shadow/ Sims [LBE]	CPP Wind	Divis Consulting Geotechnica l [LBE]							
Sr Consult I	Sr Consult I	Sr Consult II	Assoc Consult I	Sr Consult II		Assoc Consult II	Pub Spec												
					Subtotal			Subtotal					Subtotal	Sub Mark-up: 5%				Labor Total	Direct Costs
		1.0	1.0		\$3,669			\$0					\$0	\$0.00	\$3,669.00		\$3,669.00		
	6.0				\$5,592	6.00	2.00	\$1,018					\$0	\$0.00	\$6,610.00		\$6,610.00		
					\$104,877	16.00	8.00	\$3,048	\$68,740	\$28,840	\$68,000	\$27,537	\$193,117	\$9,655.85	\$310,697.85		\$310,697.85		
12.0	6.0	10.0	10.0	10.0	\$18,040	20.00	6.00	\$3,310					\$0	\$0.00	\$21,350.00		\$21,350.00		
4.0	3.0	3.0	3.0	2.0	\$8,194	6.00	2.00	\$1,018					\$0	\$0.00	\$9,212.00		\$9,212.00		
					\$14,826			\$0					\$0	\$0.00	\$14,826.00		\$14,826.00		
					\$14,765	12.00	6.00	\$2,286					\$0	\$0.00	\$17,051.00		\$17,051.00		
					\$5,620			\$0					\$0	\$0.00	\$5,620.00		\$5,620.00		
					\$6,123	6.00	2.00	\$1,018					\$0	\$0.00	\$7,141.00		\$7,141.00		
16.0	15.0	14.0	14.0	12.0		66.0	26.0												
\$140.00	\$140.00	\$165.00	\$105.00	\$165.00		\$128.00	\$125.00												
\$2,240	\$2,100	\$2,310	\$1,470	\$1,980	\$181,706	\$8,448	\$3,250	\$11,698	\$68,740	\$28,840	\$68,000	\$27,537	\$193,117	\$9,655.85	\$396,176.85				

APPENDIX C: PRELIMINARY SCHEDULE

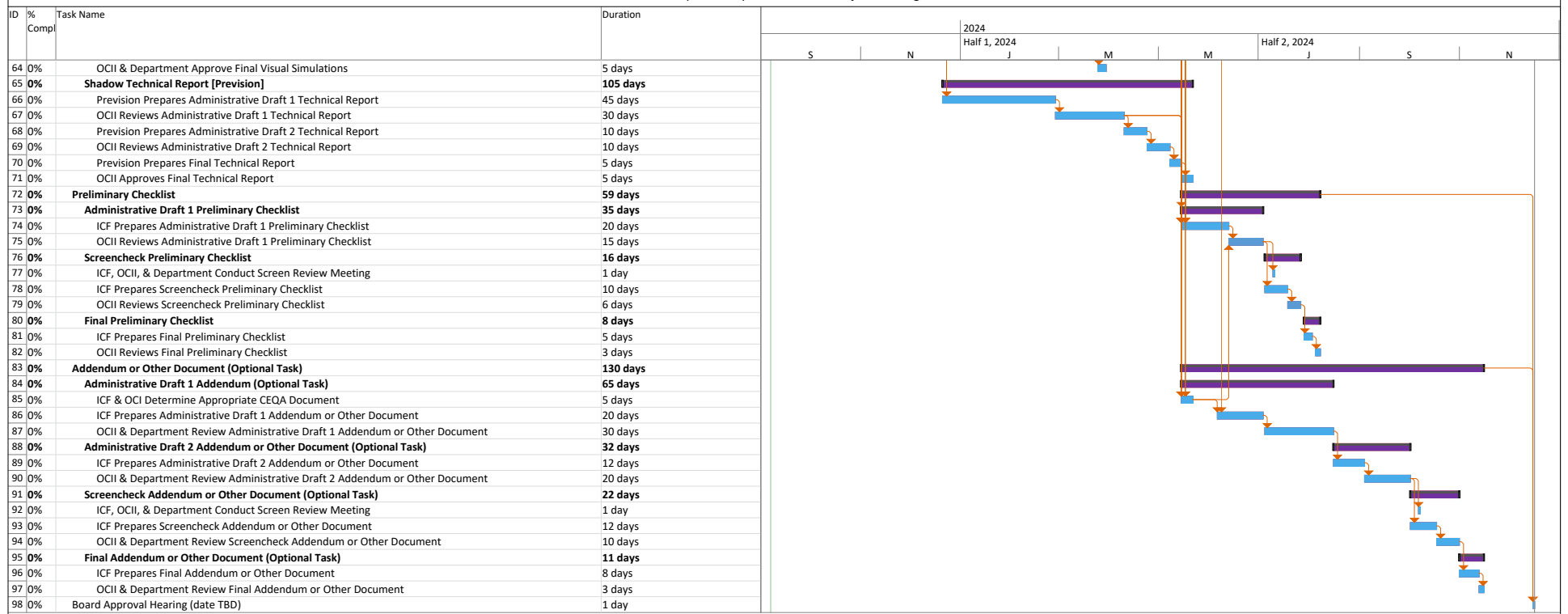
Mission Bay South Housing Entitlement Expansion Preliminary CEQA Review Schedule

This is a preliminary schedule and is subject to change



Mission Bay South Housing Entitlement Expansion Preliminary CEQA Review Schedule

This is a preliminary schedule and is subject to change





OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE (OCII)
(SUCCESSOR TO THE SAN FRANCISCO REDEVELOPMENT AGENCY)

DECLARATION FORM
Nondiscrimination in Contracts and Benefits

Section A

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

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

Section B

1. Nondiscrimination—Protected Classes

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

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

ATTACHMENT C

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

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

- (1) Have you taken all reasonable measures? ☐ Yes ☐ No
- (2) Do you provide a cash equivalent? ☐ Yes ☐ No

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

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

Section C

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

Executed this 5th day of May, 20 23, at Reston _____, VA _____.
(City) (State)

Name of Company/Organization: ICF Jones & Stokes, Inc.

Doing Business As (DBA): _____

Also Known As (AKA): _____

General Address: 1902 Reston Metro Plaza, Reston, VA 20190

Remittance Address (if different from above): _____

Name of Signatory: Robert Krusen Title: Contracts Manager

Signature: Robert P. Krusen
(Please Print)

Phone Number: 301-407-6500 Federal Tax Identification Number: 94-1730361

Approximate number of employees in the U.S.: 9,000 worldwide Vendor Number: Business License Acct. No. 0911067
(if known)

- ☒ Check here if your address has changed. New HQ Address
- ☐ Check here if your organization is a non-profit.
- ☐ Check here if your organization is a governmental entity.

THIS FORM MUST BE RETURNED WITH THE ORIGINAL SIGNATURE

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

ATTACHMENT D

SMALL BUSINESS ENTERPRISE AGREEMENT

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

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

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

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

CONSTRUCTION	50%
PROFESSIONAL SERVICES	50%
SUPPLIERS	50%

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

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

A. Procedures For Trainee Hires

1. Compliance with the Trainee Hiring Goal

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

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

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

3. Contact Educational Institutions

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

4. Response from Educational Institutions

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

5. Action by Design Professionals When Referrals Available

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

6. Action by Design Professionals When Referrals Unavailable

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

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

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

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

8. Termination of Trainee for Cause

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

B. Reporting Requirements For Trainee Hires

1. Reporting

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

2. Report on Terminations

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

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

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

VII. ASSOCIATIONS AND JOINT VENTURES (JV). OCII will recognize JVs and Associations

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

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

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

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

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

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

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

Agency-Assisted Contract means, as applicable, the Development and Disposition Agreement

(“DDA”), Land Disposition Agreement (“LDA”), Lease, Loan and Grant Agreements, and other similar contracts, and agreement that the Agency executed with for-profit or non-profit entities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers or residential addresses alone shall not suffice to establish a firm's status as local.

Small Business Enterprise (SBE) means an economically disadvantaged business that is certified by another public entity (either municipal, State, or federal agency) that considers the certification criteria stipulated in this Policy. In general, such criteria shall include a determination by the public entity as to whether an economically disadvantaged business 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; and has average gross annual receipts in at least the three years (and no more than five years, if practiced by the public entity) immediately preceding its application for certification as a SBE that do not exceed the following limits:

Industry	OCII SBE Size Standard
Construction Contractors	\$24,000,000
Specialty Construction Contractors	\$14,000,000
Suppliers (goods/materials/ equipment and general services)	\$12,000,000
Professional Services	\$5,000,000
Trucking	\$5,000,000

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

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

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

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

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

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

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

1. **Advertise.** Advertise for SBEs interested in competing for the contract, in general circulation media, trade association publications, including timely use of the ***Bid and Contract Opportunities*** newsletter published by the City and County of San Francisco Purchasing Department and media focused specifically on SBE businesses such as the ***Small Business Exchange***, of the opportunity to submit bids or proposals and to attend a pre-bid meeting to learn about contracting opportunities.

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

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

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

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

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

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

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

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

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

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

K. Maximize Outreach Resources. Use the services of SBE associations, federal, state and local SBE assistance offices and other organizations that provide assistance in the recruitment and placement of SBEs, including the Small Business Administration and the Business Development Agency of the Department of Commerce. However, only SBEs certified by the Agency shall count towards meeting the participation goal.

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

XII. ADDITIONAL PROVISIONS

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

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

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

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

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

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

XIII. PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

8. A description of any divisions of work undertaken to facilitate SBE participation.
9. Documentation of efforts undertaken to encourage subcontractors to obtain small business enterprise participation at a lower tier.
10. A report which shows for each private project and each public project (without a SBE program) undertaken by the bidder in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars awarded to SBEs and the percentage of contract dollars awarded to non-SBEs.
11. Documentation of any other efforts undertaken to encourage participation by small business enterprises.

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

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

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

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

XIV. ARBITRATION OF DISPUTES.

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

thereof. The arbitration shall take place in the City and County of San Francisco.

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

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

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

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

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

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

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

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

J. Arbitration Remedies and Sanctions. The arbitrator may impose only the remedies and

sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.
2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.
3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in the Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.
4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.
5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

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

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

M. Arbitrator Lacks Power to Modify. Except as otherwise provided, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Agency-Assisted Contract, this SBE Agreement or any other agreement between the Agency, the Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

N. Jurisdiction/Entry of Judgment. The inquiry of the arbitrator shall be restricted to the

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

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

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

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

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

Agency

Agency-Assisted Contractor

XV. AGREEMENT EXECUTION

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business,

organization or entity listed below and that it will use good faith efforts to comply with the Agency's 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

Robert P. Krusen
Signature

May 5, 2023
Date

Robert Krusen
Print Your Name

Contracts Manager
Title

ICF Jones & Stokes, Inc., 301-407-6500
Company Name and Phone Number

ATTACHMENT E

MINIMUM COMPENSATION POLICY (MCP) DECLARATION

What the Policy does. The Office of Community Investment and Infrastructure (“OCII”) (Successor Agency to the San Francisco Redevelopment Agency) adopted the Minimum Compensation Policy (“MCP”), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The Minimum Compensation rate adjusts automatically to match the wage rate required by the City and County of San Francisco’s Minimum Compensation Ordinance. Contractor is obligated to keep informed of the then-current requirements, which are published at <https://sfgov.org/olse/minimum-compensation-ordinance-mco>.

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

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

- in each contract, the contractor will agree to abide by the MCP and to provide its employees the minimum benefits the MCP requires, and to require its subcontractors subject to the MCP to do the same.
- if a contractor does not provide the MCP minimum benefits, OCII can award a contract to that contractor only if the contract is exempt under the MCP, or if the contract has received a waiver from OCII.

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

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

For more information, please see the complete text of the MCP, available from the OCII's Contract Compliance Department at (415) 749-2400 or <http://sfocii.org/policies-and-procedures>.

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

Declaration

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

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

Robert P. Krusen
Signature

Robert P. Krusen
Print Name

ICF Jones & Stokes, Inc.
Company Name

May 1, 2023
Date

301-407-6500
Phone

ATTACHMENT F

HEALTH CARE ACCOUNTABILITY POLICY (HCAP) DECLARATION

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

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits established by the San Francisco Department of Public Health (“SFDPH”), as approved by the OCII Commission; (2) pay OCII an amount equivalent to the current fee established by the SFDPH for each hour the employee works on the covered contract or subcontract or on property covered by a lease and OCII 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 and offered by SFDPH. The minimum health plan standards and fees established by SFDPH are published at <https://sfgov.org/olse/health-care-accountability-ordinance-hcao>.

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

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

- in each contract, the contractor will agree to abide by the HCAP and to provide its employees the minimum benefits the HCAP requires, and to require its subcontractors to do the same.
- if a contractor does not provide the HCAP’s minimum benefits, OCII can award a contract to that contractor **only if** the contract is exempt under the HCAP, or if the contract has received a waiver from OCII.

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

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

For more information, please see the complete text of the HCAP, available from the OCII’s Contract Compliance Department at: (415) 749-2400 or <http://sfocii.org/policies-and-procedures>.

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

Declaration

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

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

Robert P. Krusen
Signature

May 1, 2023
Date

Robert P. Krusen
Print Name

ICF Jones & Stokes, Inc.
Company Name

301-407-6500
Phone