

REVISED DEVELOPMENT PHASE APPLICATION

Phase 1

Parkmerced
3711 Nineteenth Avenue
San Francisco, CA 94132

Submitted: January 23, 2015

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OWNER/APPLICANT INFORMATION

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Attn: Jim M. Abrams, esq.

LOCATION AND CLASSIFICATION

Street Address:

3711 Nineteenth Avenue
San Francisco, CA 94132

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

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

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

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

PROJECT DESCRIPTION

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

Narrative:

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

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

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

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

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

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

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

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

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

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

Non-Residential Summary. Phase 1 includes the following:

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

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

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

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

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

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

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

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

Subphase A:

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

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

Subphase B:

- Cultural Resources and Archeological Paleontological Resources
 - o M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting – See *Parkmerced Project FEIR* section V.D.a (pages V.D.29-V.D.29a).
 - o M-CR-5: Paleontological Resources Monitoring and Mitigation Program – See *Parkmerced Project FEIR* section V.D.b (pages V.D.50-V.D.51).
- Transportation
 - o Lake Merced Boulevard and Acevedo Avenue, intersection improvements – See *Parkmerced Transportation Plan* section 3.3 (page 27).
 - o Lake Merced Boulevard and Vidal Drive, intersection improvements – See *Parkmerced Transportation Plan* section 3.3 (page 27).
 - o Brotherhood Way and Chumasero Drive, intersection improvements – See *Parkmerced Transportation Plan* section 3.3 (page 27).

- o M-TR-1: Parking Construction Traffic Management Program – See *Parkmerced FEIR* section V.E (pages V.E.52-V.E.53).
- o Parking Management – See *Parkmerced Transportation Plan* section 4.1.8 (pages 46-48).
- o Discounted Transit Passes for new units – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
- o Pedestrian safety improvements in design of each new or altered street – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- Neighborhood Infrastructure
 - o Bicycle Lanes/Paths and improvements adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
 - o A Neighborhood Common on Block 22 – See *Parkmerced Design Standards + Guidelines* section 02.24 (pages 62-63).
 - o Public realm improvements, including sidewalks, alley ways, pedestrian paseos and street trees, adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* Chapter 02 (pages 12-77).
 - o Bicycle Library adjacent to Block 20 and within Block 22 – See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 132-133).
 - o Tower Area Open Space adjacent to new towers on proposed blocks 20 and 22 – See *Parkmerced Design Standards + Guidelines* section 02.26 (pages 66-67).
 - o Parking for bicycles and car share vehicles in each new parking structure on Blocks 20 and 22– See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137).
- Sustainability Infrastructure
 - o Bioswales adjacent to each new building as shown on the attached Proposed Storm Drain System diagram – See *Parkmerced Infrastructure Report* section 6 (pages 15-16).
 - o Recycled Water Infrastructure to and within each new building and in the adjacent improved streets, as shown on the attached Proposed Recycled Water System diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.1).
 - o Auxiliary Water Infrastructure to each new building and in the adjacent improved streets as shown on the attached Proposed Auxiliary Water System Diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.4)

Subphase C:

- Cultural Resources and Archeological Paleontological Resources
 - o M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting – See *Parkmerced Project FEIR* section V.D.a (pages V.D.29-V.D.29a).
 - o M-CR-5: Paleontological Resources Monitoring and Mitigation Program – See *Parkmerced Project FEIR* section V.D.b (pages V.D.50-V.D.51).
- Transportation
 - o M-TR-1: Parking Construction Traffic Management Program – See *Parkmerced FEIR* section V.E (pages V.E.52-V.E.53).
 - o Parking Management – See *Parkmerced Transportation Plan* section 4.1.8 (pages 46-48).
 - o Discounted Transit Passes – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
 - o Pedestrian safety improvements in design of each new or altered street – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- Neighborhood Infrastructure
 - o Bicycle Lanes/Paths and improvements adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
 - o Public realm improvements, including sidewalks, alley ways, pedestrian paseos and street trees, adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* Chapter 02 (pages 12-77).
 - o Courtyards adjacent to new buildings on Blocks 3W and 4– See *Parkmerced Design Standards + Guidelines* section 02.27 (pages 68-69).
 - o Parking for bicycles and car share vehicles in the new parking structure on Block 3W – See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137).
- Sustainability Infrastructure
 - o Bioswales adjacent to each new building as shown on the attached Proposed Storm Drain System diagram – See *Parkmerced Infrastructure Report* section 6 (pages 15-16).
 - o Recycled Water Infrastructure to and within each new building and in the adjacent improved streets, as shown on the attached Proposed Recycled Water System diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.1).

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

Subphase D:

- Cultural Resources and Archeological Paleontological Resources
 - o M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting – See *Parkmerced Project FEIR* section V.D.a (pages V.D.29-V.D.29a).
 - o M-CR-5: Paleontological Resources Monitoring and Mitigation Program – See *Parkmerced Project FEIR* section V.D.b (pages V.D.50-V.D.51).
- Transportation
 - o Junipero Serra Boulevard and Brotherhood Way interchange improvements. Add a third travel lane on westbound Brotherhood Way from the northbound Junipero Serra Boulevard off-ramp to Chumasero Drive. See *Fehr & Peers* MMRP section M-TR-9 (page 12) and *Parkmerced Transportation Plan* section 3.3 (page 27).
 - o Junipero Serra Boulevard and Font Boulevard (Chumasero Drive extension to Junipero Serra Boulevard and Font Boulevard realignment), intersection improvements – See *Parkmerced Transportation Plan* section 3.3 (page 26).
 - o Lake Merced Boulevard at Font Boulevard and State Drive, CEQA Mitigation Measures – See *Fehr & Peers* MMRP section M-TR-22B (page 15).
 - o Initiate Transportation Coordinator – See *Parkmerced Transportation Plan* section 4.1.5 (pages 38-40).
 - o Initiate Carpool/Vanpool elements, – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
 - o M-TR-1: Parking Construction Traffic Management Program – See *Parkmerced FEIR* section V.E (pages V.E.52-V.E.53).
 - o Parking Management – See *Parkmerced Transportation Plan* section 4.1.8 (pages 46-48).
 - o Discounted Transit Passes – See *Parkmerced Transportation Plan* section 4.1.5 (page 41).
 - o Pedestrian safety improvements in design of each new or altered street – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- Neighborhood Infrastructure

- o Bicycle Lanes/Paths and improvements adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* sections 02.07 through 02.14 (pages 24-43).
- o Public realm improvements, including sidewalks, alley ways, pedestrian paseos and street trees, adjacent to new buildings – See *Parkmerced Design Standards + Guidelines* Chapter 02 (pages 12-77).
- o Bicycle Library adjacent to Block 21S Neighborhood Common– See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 132-133).
- o Tower Area Open Space adjacent to new towers on proposed Block 21S – See *Parkmerced Design Standards + Guidelines* section 02.26 (pages 66-67).
- o Parking for bicycles and car share vehicles in each new parking structure – See *Parkmerced Design Standards + Guidelines* section 04.01 (pages 136-137).
- Sustainability Infrastructure
 - o Bioswales adjacent to each new building as shown on the attached Proposed Storm Drain System diagram – See *Parkmerced Infrastructure Report* section 6 (pages 15-16).
 - o Recycled Water Infrastructure to and within each new building and in the adjacent improved streets, as shown on the attached Proposed Recycled Water System diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.1).
 - o Auxiliary Water Infrastructure to each new building and in the adjacent improved streets as shown on the attached Proposed Auxiliary Water System Diagram – See *Parkmerced Infrastructure Report* section 4 (figure 4.4)

Cogeneration System

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

Solar Panels

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

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

In lieu of constructing the complete 15,000 square foot Neighborhood Commons adjacent to Block 21S anticipated by the Phasing Plan, the project sponsor proposes to construct (i) construct approximately 80% of the area of that required Neighborhood Commons on Block 21, and (ii) an additional approximately 15,000 square foot Neighborhood Commons on Block 22. Adjacent to the Neighborhood Commons on Block 22, we would construct a retail use on the ground floor of the residential building to be constructed on Block 22 as part of Subphase 1B. Because this area is zoned PM-R we would request a Conditional Use Authorization for the proposed retail use. The project sponsor cannot feasibly construct the total Block 21 Neighborhood Commons, as construction of the western portion of that Neighborhood Commons would require demolition of a portion of Block 21N. It further conflicts with our private financing requirements. The project sponsor would construct as much of the Block 21 Neighborhood Commons as feasible (approximately 80% of the lot area of the commons), and, in order to provide open space in excess of that required by the Phasing Plan (one Neighborhood Commons is required per each 1,250 net new units), would provide an additional, approximately 15,000 square foot Neighborhood Commons on Block 22. Construction of the Block 22 Neighborhood Commons would be a voluntary Community Improvement, as the DS&G do not anticipate nor require the construction of a Neighborhood Commons as this location. We respectfully request that the Planning Director determine that the provision of a Neighborhood Common on Block 22 meets the Proportionality, Priority, and Proximity requirement of Section 3.4.2 of the Development Agreement and the requirements of the Phasing Plan. The entirety of the Block 21 Neighborhood Commons would be completed upon construction of new residential buildings on Block 21N.

APPLICANT'S AFFIDAVIT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

Under penalty of perjury the following declarations are made:

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

Signed: _____

Seth Mawen
(Applicant)

Date: _____

1/23/2015

Name (print): _____

SETH MAWEN

Owner / Authorized Agent (circle one)

PARKMERCCD

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

Overview																		
Residential Summary- Unit Counts (Approximate)										Non-Residential Summary (Approximate)					Parking (Approximate)			
Phase	Subphase	New Units Constructed	Existing Units Demolished	Replacement Units	Total New Units	Existing Units Remaining	Cumulative Units		Total Units On-Site	If 415% of net new BMR Units Provided	15% If 415% of net new BMR Units Provided	In square feet				Section Moved to New Table/Tab	Boots Affected (Existing Parked/Reserved Blocks)	Boots Affected (Proposed Parked/Reserved Blocks)
							Net New Units Constructed	Complete New Units Constructed Per Subphase				Commercial	Maintenance	Retail	Recreation			
Existing at start of phase 1		0	-	-	0	3,221	0	3,221	3,221	0	0	20,775	28,343	-	3,949			
1	A	390	-	56	334	3,221	390	390	3,611	17	51	-	-	-	-	Pure Soft Sites (100' x 100' blocks 39, 40, 41, 27)	01	06
1	B	567	-	0	567	3,221	567	957	4,178	29	86	-	-	-	-	Felix Group, Galindo Garage	20	22
1	C	333	(38)	66	267	3,183	295	1,252	4,473	14	41	-	(28,343)	-	-	34, 37W	03-W	04
1	D	378	(18)	100	278	3,165	360	1,612	4,833	14	42	-	3,500	-	-	19	21.5	
1 Phase Total:		1,668	(56)	222	1,446	3,165	1,612	1,612	4,833	74	200	10,775	0	3,500	0	3,949		

The Generation Calculations by Subphase												
Phase	Subphase	Residential Trip Gen	Commercial Trip Gen	Retail Trip Gen	Recreation Trip Gen	School Trip Gen	TOTAL Trip Gen	Entire Project Net Cumulative Trip Gen	Community Improvements: Intersections Cumulative Trip	Community Improvements: TDM Items	CEQA Mitigation Measures Location	Cumulative Trip Gen Trigger
Existing at Start of Phase I												
1	A	118	-	-	-	-	118	118	OS&G - 02.39: New intersection/access point #1 on Lake Merced Boulevard (Viala Drive)	TP 4.1.1: BART Shuttle TP 4.1.2: Parking Management	M-CR-1: Documentation and Interpretation for HABS and HAER Survey M-CR-3a: Archaeological Testing, Monitoring, Data Recovery and Reporting M-CR-5: Paleontological Resources Monitoring and Mitigation Program M-TB-1: Parametered Construction Traffic Management Program	NA
	1B	201	-	-	-	-	201	319	OS&G - 02.37: Brotherhood Way and Chumarno Drive			
									372	OS&G - 02.39: Lake Merced Boulevard and Higuera Avenue		
1	C	94	-	-	-	-	94	413	OS&G - 02.39: New intersection/access point #3 on Lake Merced Boulevard (Viala Drive (future concealed Drive reassignment))	3,101		
	1D	98	-	11	-	-	110	523	OS&G - 02.35: Chumarno Drive and Junipero Serra Boulevard	TP 4.1.5: TDM Website TP 4.1.5: Transportation Coordinator TP 4.1.5: Carpool/Vanpool Services TP 4.1.6, 6, 9: All other elements of TDM Program	TP 4.1.5: TDM Website TP 4.1.5: Transportation Coordinator TP 4.1.5: Carpool/Vanpool Services TP 4.1.6, 6, 9: All other elements of TDM Program	NA
Total		511	0	11	0	0	523	523				755

Community Improvements: Neighborhood Infrastructure and Sustainability Plan Measures										
Neighborhood Infrastructure		Total Required				Value in Units		Net New Units		
	In Phase	A	B	C	D	per foot of benefit	Requirements		Requirements	
Neighborhood Commons (See neighborhood plans)	1	-	-	-	1.30	1.875	1250	One on-line with every net new 1,250 units completed		
Open space - Lower Areas	per plan	Yes	Yes	NA	NA	-	n/a	To be completed in conjunction with construction of adjacent block. (See Narrative and Figure 7)		
Open space - Confronted	per plan	Yes	NA	Yes	NA	-	n/a	To be completed in conjunction with construction of adjacent block. (See Narrative and Figure 7)		
Bike Lanes/Paths & Improvements	per plan	Yes	Yes	Yes	Yes	-	n/a	Installed with the adjacent roadway construction. (See Narrative)		
Sustainability Plan Measures		Cours Provided				Units of Measurement		Net New Units		
	In Phase	A	B	C	D	per foot of benefit	Requirements		Requirements	
Biocorridors	2,200	1,850	-	850	-	lf	n/a	Match are constructed and completed prior to the issuance of the first Certificate of Occupancy for each adjacent building and if the adjacent roadway is necessary to serve that building.		
Biocorridor connection to Lake Merced	No	4,000	2,200	1,100	-	Unit	n/a	To be completed with Lake Merced and Brotherhood Way intersection improvement		
Recycled Water Infrastructure	7,300	-	-	-	-	Dollars	n/a	To be completed with associated utility work to all buildings and with the build-out of the development		
Generation Systems	TBD	\$ 2,416,266.00	-	-	-	Dollars	1000	On-line for every 1,000 units completed - commensurate, either installation of flood based systems or payment of in-lieu fee at \$637 per Net New Residential Unit		
Trail Panels (on-site or off-site)	In new payment	\$ 9,527,690.00	-	-	-	Dollars	1000	Proportionate share completed with every 1000 net new units constructed		

PARKMERCED

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

1 Parking Space in SF = 355

Overview

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

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

Parkmerced

San Francisco, California

Phasing Plan

August 27, 2014

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

TRANSPORTATION

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

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

Community Improvements and CEQA Mitigation Measures: Transportation Infrastructure

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

Trip Generation Calculation (Full Build Out)

Land Use	Proposed Net New Land Use	Effective PM Peak Hour Trip Generation Rate (Auto Trips Per Unit of Development)	Total Net New PM Peak Hour Trips
- Residential	5,679 Dwelling Units	0.35	2,008.41
- Retail	220 KSF	3.24	714.46
- Commercial	69 KSF	3.76	260.51
- Recreation	64 KSF	0.84	53.85
- Schools	21 KSF	1.60	33.77
		TOTAL	3101.00

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

Community Improvements: Transportation Demand Management

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

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

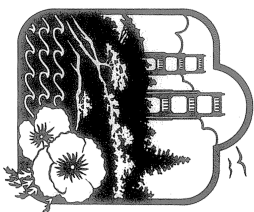


KEY

- Subphase A
- Subphase B
- Subphase C
- Subphase D
- Project
- Towers to remain



Parkmerced



DATE PLAN PHASE 1 -
MAY 1998

Fig. 2

Development Phase Application 1 | To-Be-Replaced Units

13-Jan-15

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

Item	Existing Block Number	Street	Subphase	Bedrooms	Bathrooms	Existing SF
------	-----------------------	--------	----------	----------	-----------	-------------

No existing units demolished during Subphase A

Item	Existing Block	Number	Street	Subphase	Bedrooms	Bathrooms	Existing SF
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No existing units demolished during Subphase B

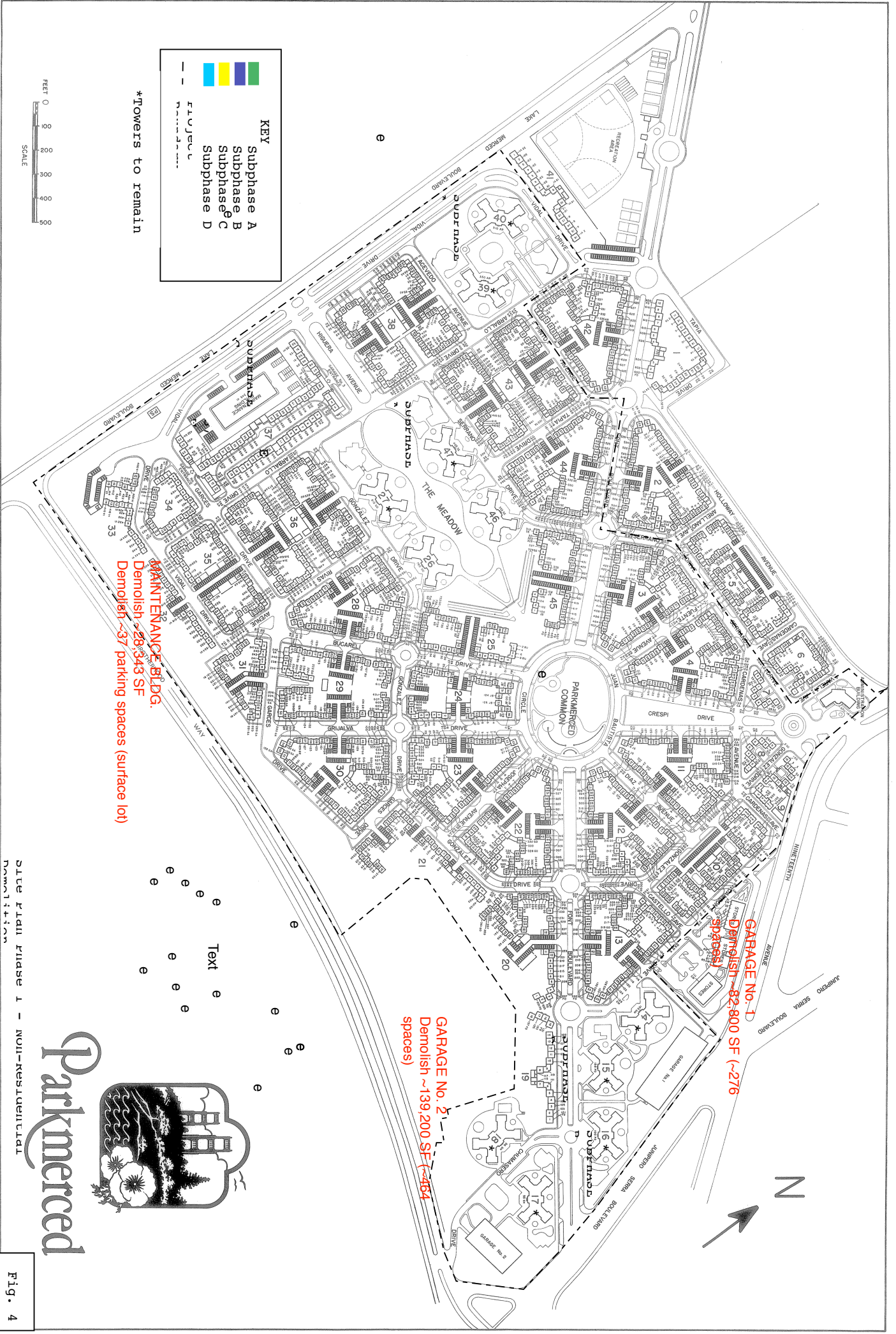
Item	Existing Block	Number	Street	Subphase	Bedrooms	Bathrooms	Existing SF
1	34	600	Abballo Drive	C	1	1	697
2	34	602	Abballo Drive	C	1	1	691
3	34	604	Abballo Drive	C	2	2	942
4	34	606	Abballo Drive	C	2	2	1,060
5	34	608	Abballo Drive	C	2	2	1,060
6	34	610	Abballo Drive	C	2	2	942
7	34	612	Abballo Drive	C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

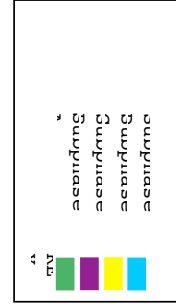
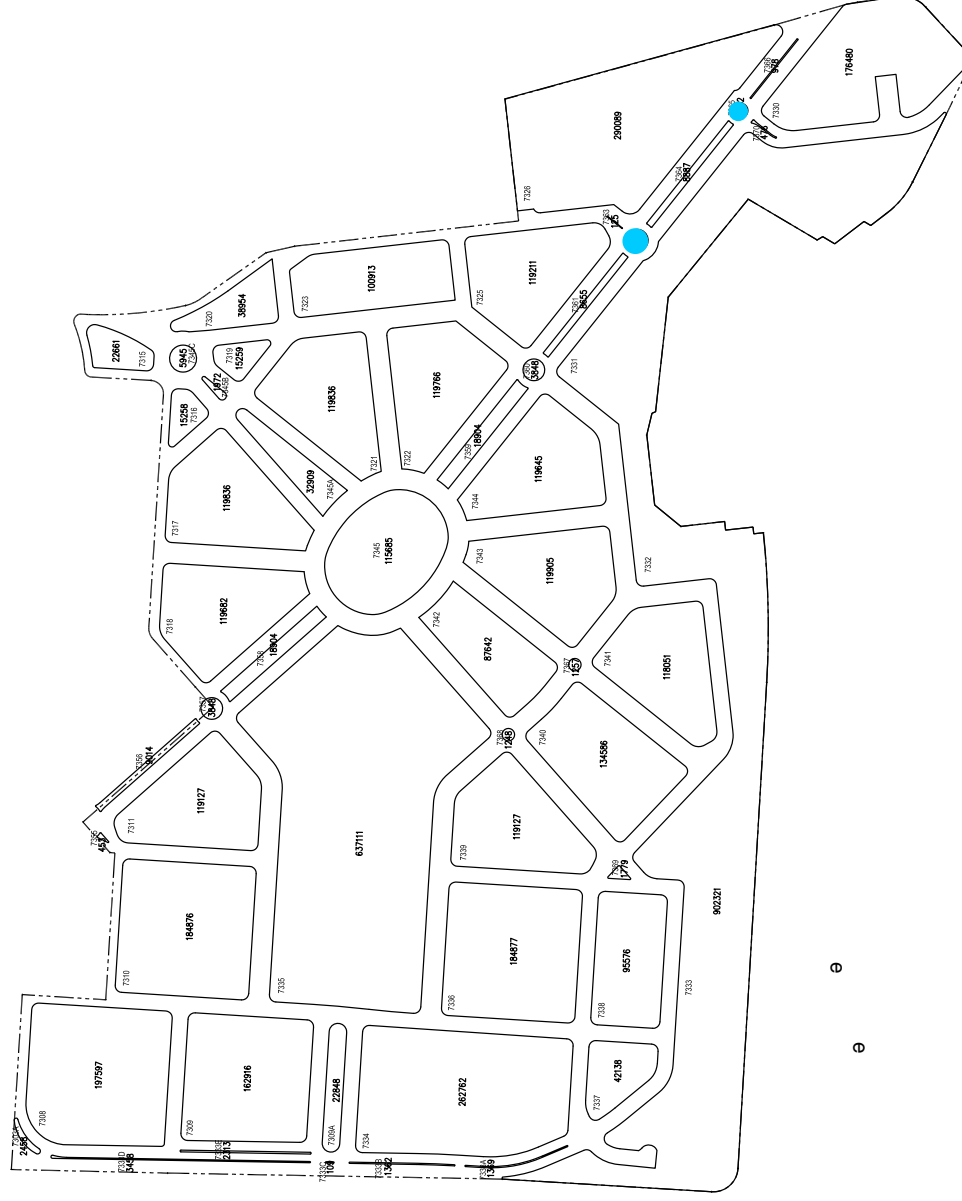
Per Table 4.3.4 of Parkmerced Development Agreement (6.11.14)

Average Size (SF) of Existing and Minimum Size of Replacement Units	Average In-Unit Storage Space (SF) of Existing and Minimum Size of Replacement Units
100	100
150	150
200	200
250	250
300	300
350	350
400	400
450	450
500	500
550	550
600	600
650	650
700	700
750	750
800	800
850	850
900	900
950	950
1000	1000

Average Size (SF) of Existing and Minimum Size of Replacement Units	Average In-Unit Storage Space (SF) of Existing and Minimum Size of Replacement Units
1,000	1,000
1,200	1,200
1,400	1,400
1,600	1,600
1,800	1,800
2,000	2,000
2,200	2,200
2,400	2,400
2,600	2,600
2,800	2,800
3,000	3,000
3,200	3,200
3,400	3,400
3,600	3,600
3,800	3,800
4,000	4,000
4,200	4,200
4,400	4,400
4,600	4,600
4,800	4,800
5,000	5,000
5,200	5,200
5,400	5,400
5,600	5,600
5,800	5,800
6,000	6,000
6,200	6,200
6,400	6,400
6,600	6,600
6,800	6,800
7,000	7,000
7,200	7,200
7,400	7,400
7,600	7,600
7,800	7,800
8,000	8,000
8,200	8,200
8,400	8,400
8,600	8,600
8,800	8,800
9,000	9,000
9,200	9,200
9,400	9,400
9,600	9,600
9,800	9,800
10,000	10,000

Average Size (SF) of Existing and Minimum Size of Replacement Units	Average In-Unit Storage Space (SF) of Existing and Minimum Size of Replacement Units
1,000	1,000
1,500	1,500
2,000	2,000
2,500	2,500
3,000	3,000
3,500	3,500
4,000	4,000
4,500	4,500
5,000	5,000
5,500	5,500
6,000	6,000
6,500	6,500
7,000	7,000
7,500	7,500
8,000	8,000
8,500	8,500
9,000	9,000
9,500	9,500
10,000	10,000





TOTAL AREA: 5,020,636 SF

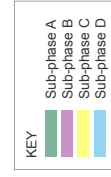
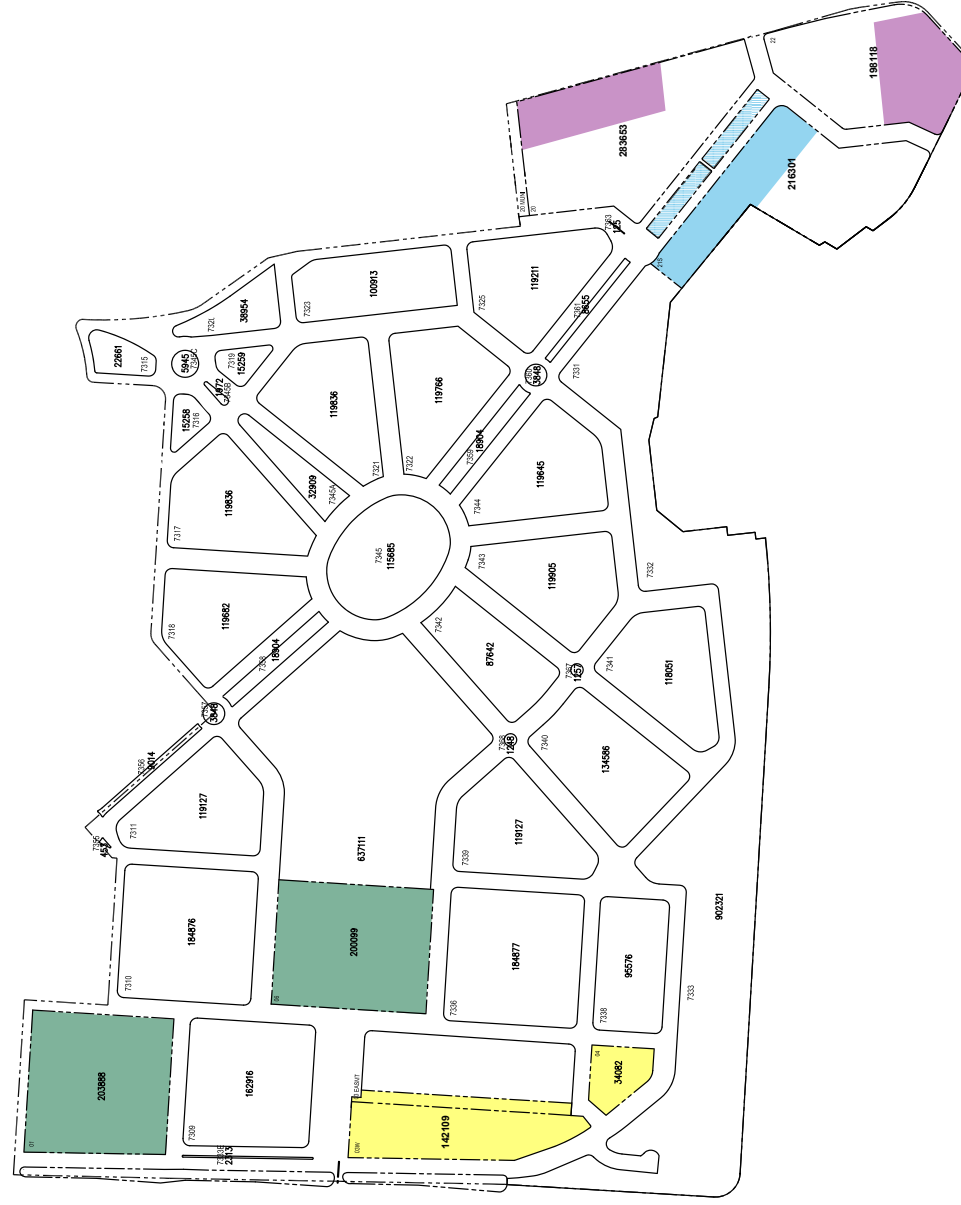
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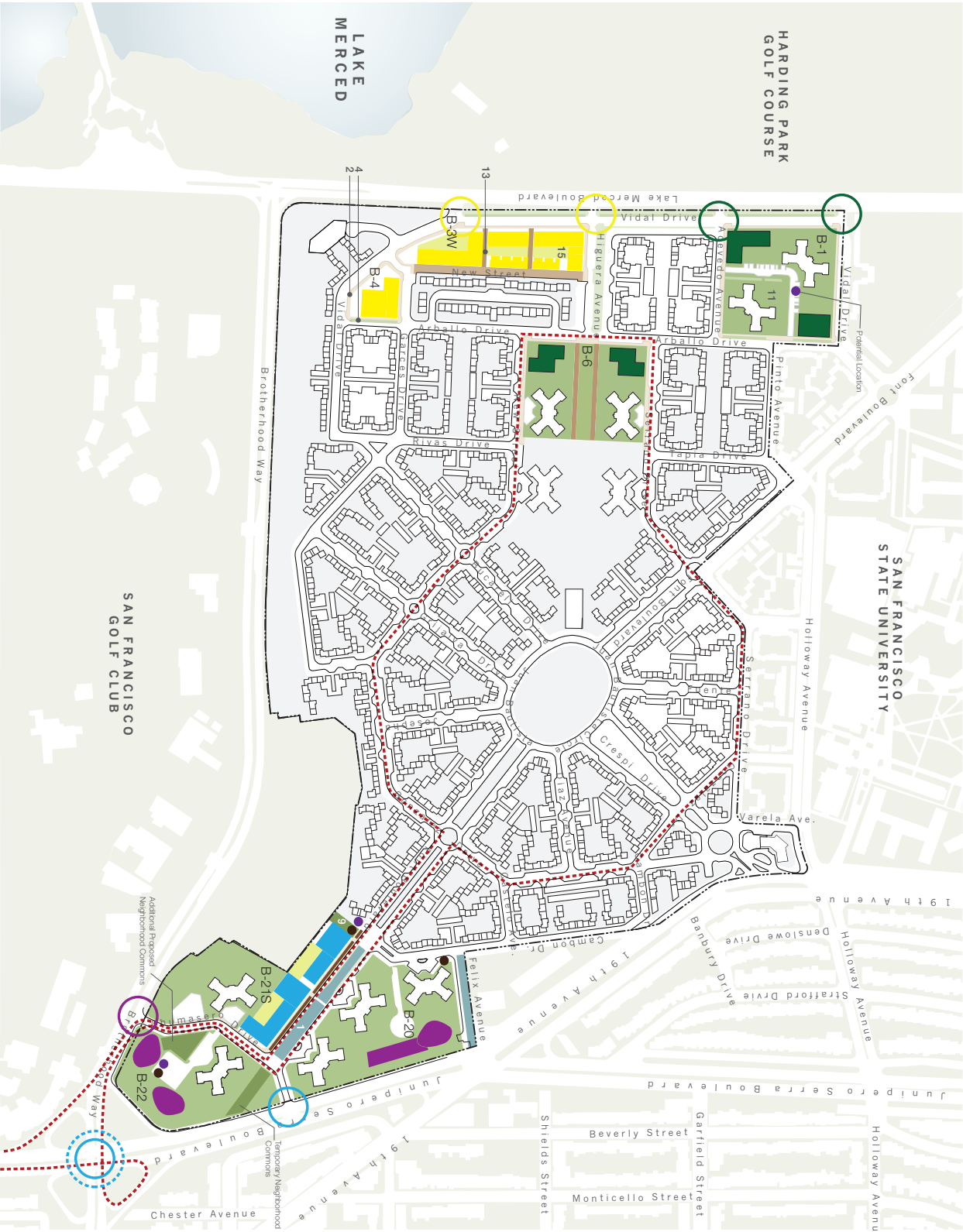
PARKMERCE INVESTORS LLC **SOMER**

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PARKMERCED SAN FRANCISCO, CA | FORNIA 2010.05.11







PUBLICLY OWNED COMMUNITY IMPROVEMENTS

Intersection Improvements

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

New Intersection Improvements

- Vidal Drive
- Vidal Drive, Higuera Avenue, Gonzales/LMB
- Vacated ROW for Future Realignment or Multimodal Oceanview into Parkmead
- Sidewalks
- Sidewalks and Gonzales, Pedestrian Path
- Street Trees
- Pedestrian Safety Improvements

PRIVATELY OWNED COMMUNITY IMPROVEMENTS

Full Public Access

- Open Space - Neighborhood Commons
- Open Space - Tower Area
- Passes, Alley Ways and Plazas

Partial Public Access

- Open Space - Courtyards
- BART Shuttle
- Transportation Coordinator
- Discounted Transit Passes
- Carpool/Vanpool Services

Bike Share Program and Parking

Additional car share spaces will be included within parking garages as required by planning code.

Other

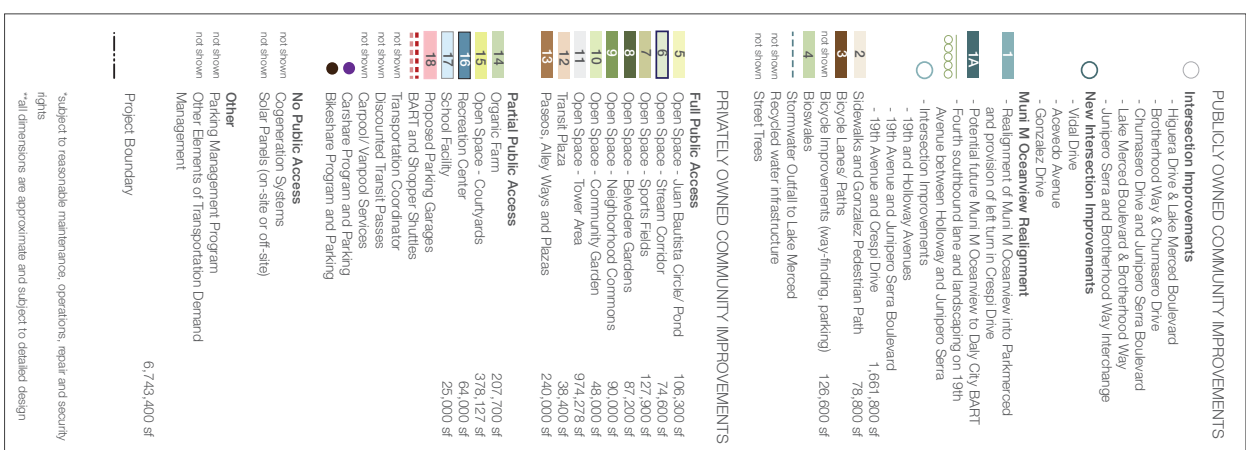
- Parking Management Program
- Other Elements of Transportation Demand Management

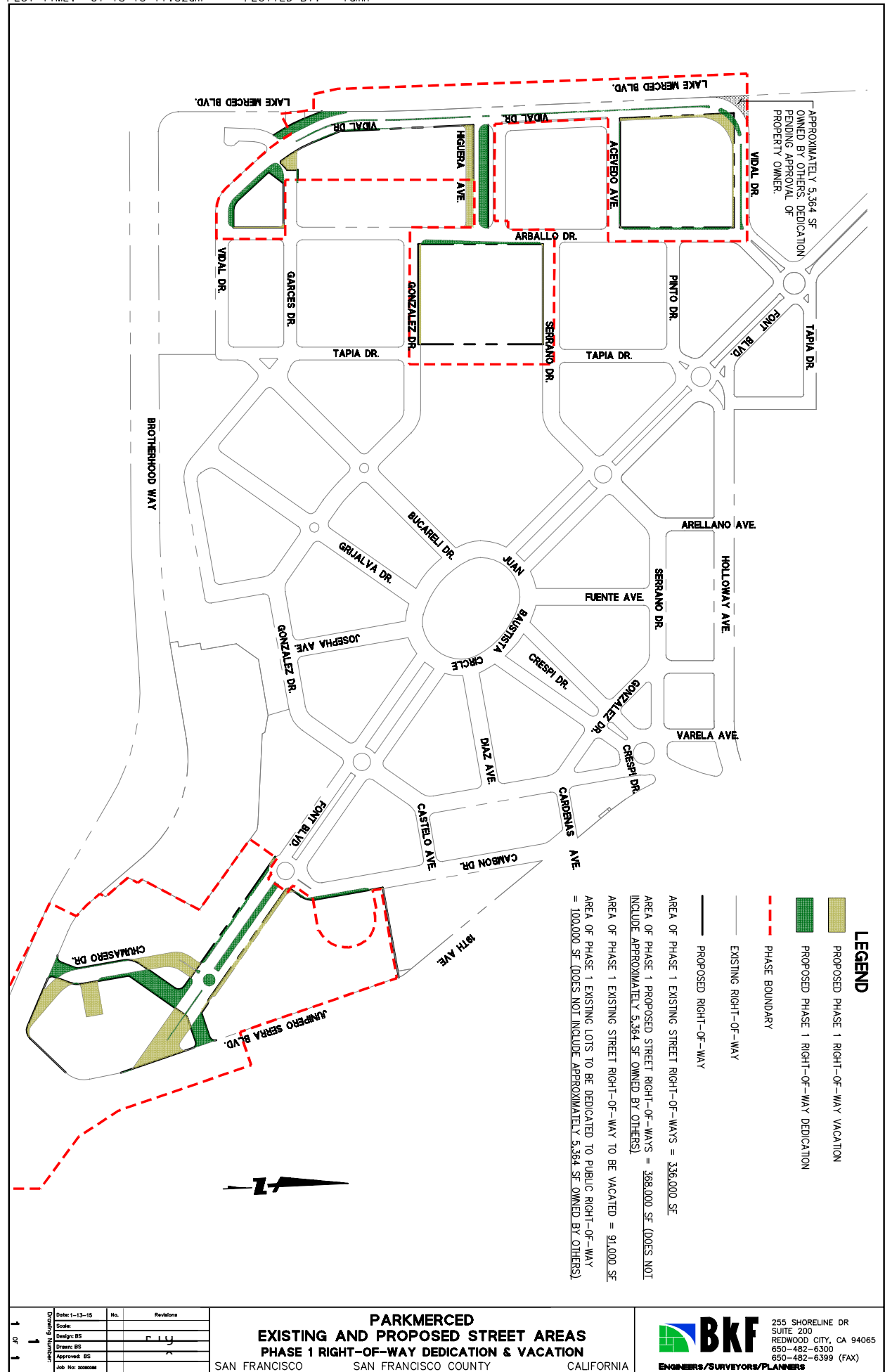
Phase 1 Sub-phases

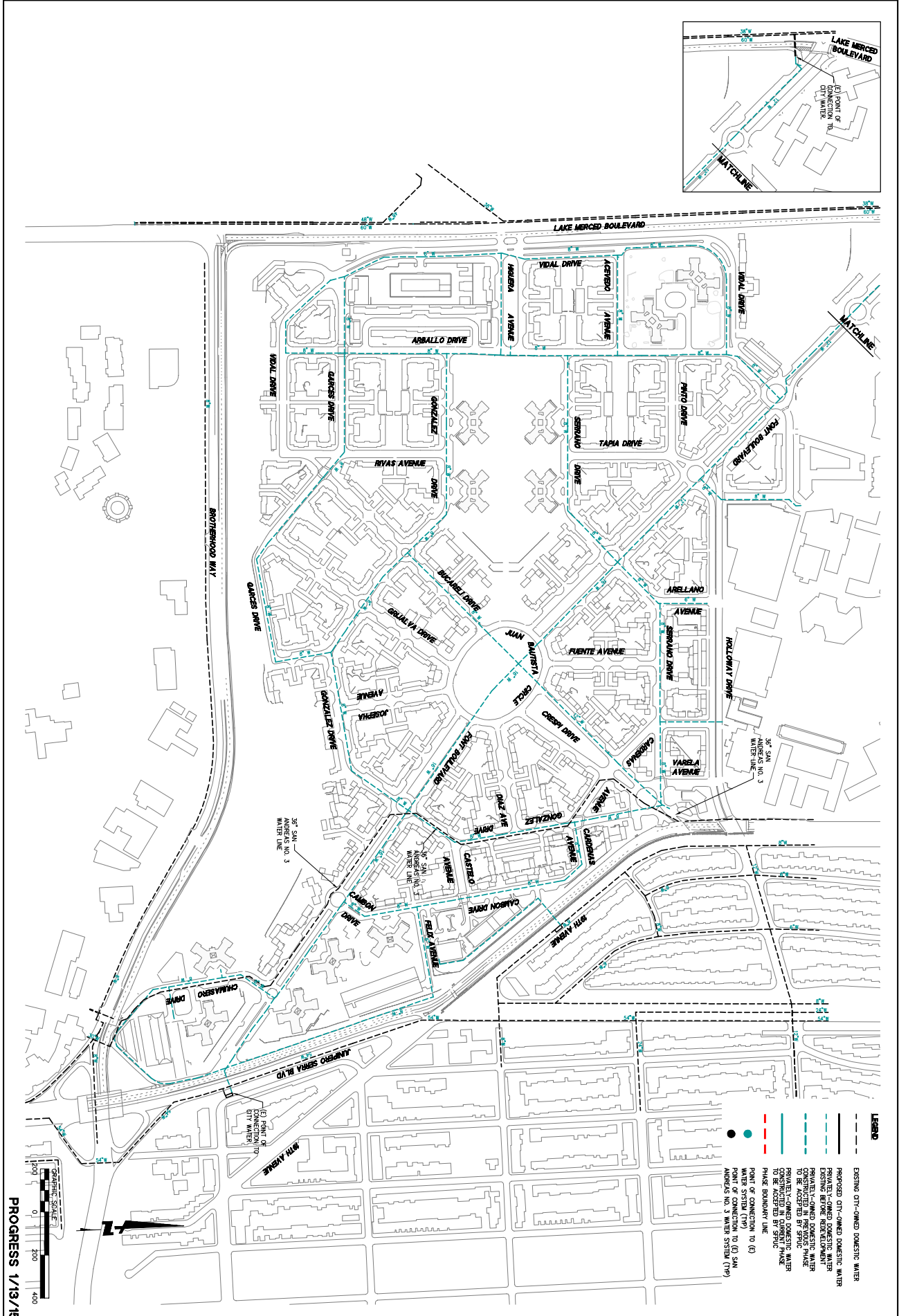
- Sub-phase A - Blocks 1, 6
- Sub-phase B - Blocks 20, 22
- Sub-phase C - Blocks 3W, 4
- Sub-phase D - Block 21S

Project Boundary

*Subject to reasonable maintenance, operations, repair and security rights
 **All dimensions are approximate and subject to detailed design







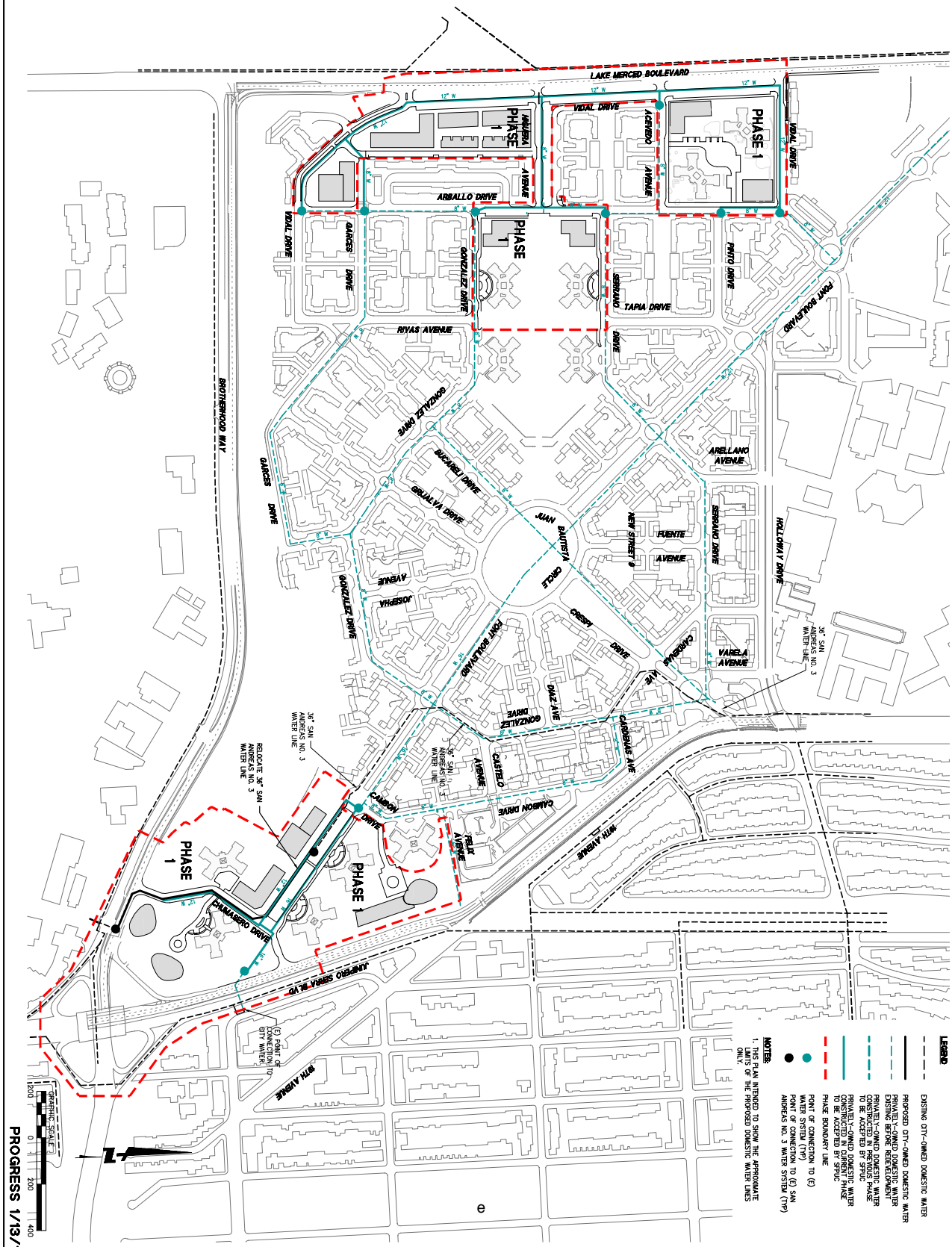
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Drawn:	MS
Approved:	JO
Job No:	20090086

**PARKMERCED
 PHASING APPLICATION
 EXISTING WATER SYSTEM**

SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

BKF
 ENGINEERS | SURVEYORS | PLANNERS

255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)



PROGRESS 1/13/15

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Drawn	MS
Approved	JO
Job No	20090086

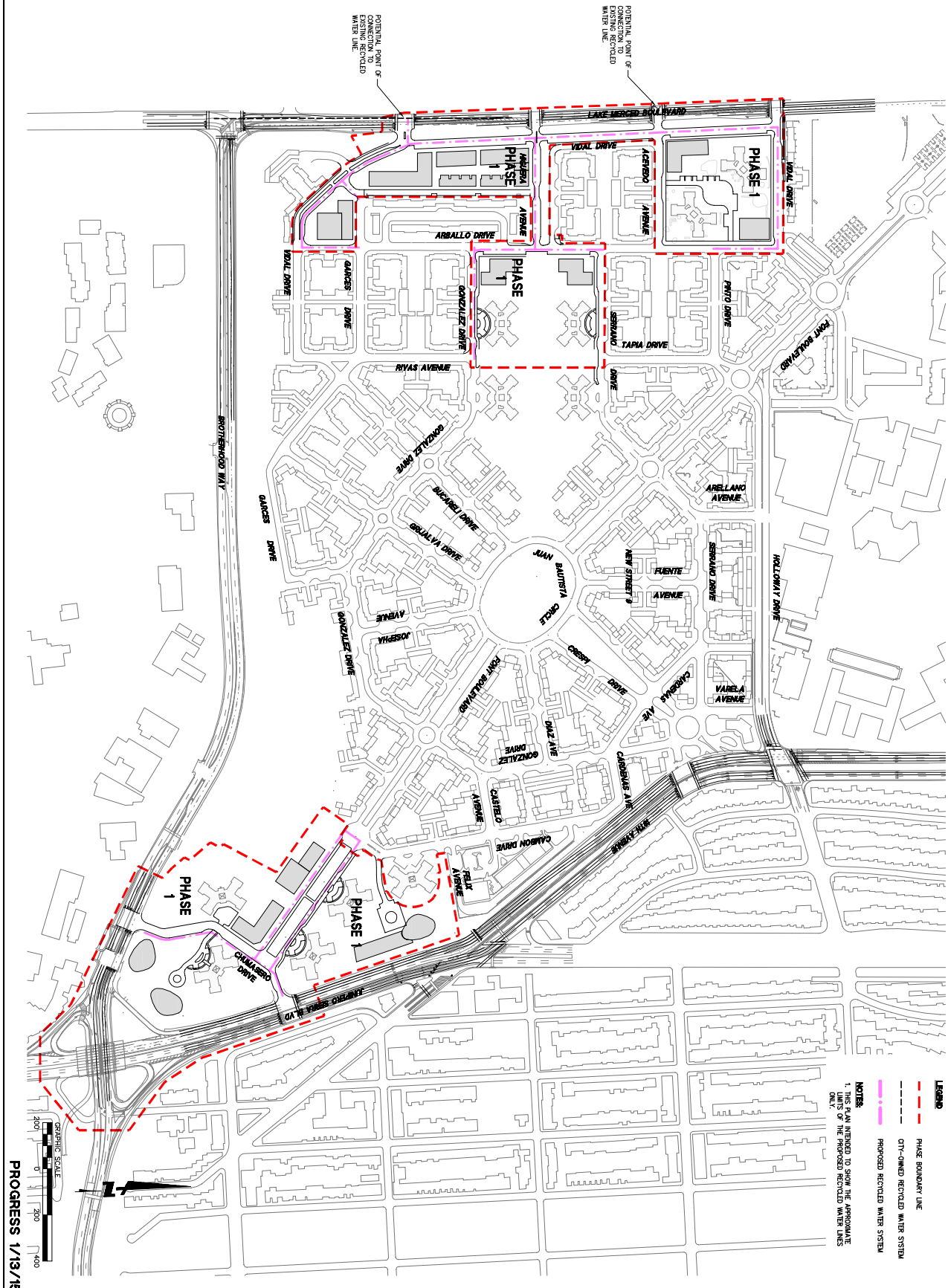
**PARKMERCED
 PHASING APPLICATION
 PROPOSED WATER SYSTEM - PHASE 1**
 SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

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 650-482-6300
 650-482-6399 (FAX)

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PROGRESS 1/13/15

- LEGEND**
- PHASE BOUNDARY LINE
 - CITY-OWNED RECYCLED WATER SYSTEM
 - PROPOSED RECYCLED WATER SYSTEM
- NOTES**
1. THIS PLAN INTENDED TO SHOW THE APPROXIMATE LIMITS OF THE PROPOSED RECYCLED WATER LINES ONLY.

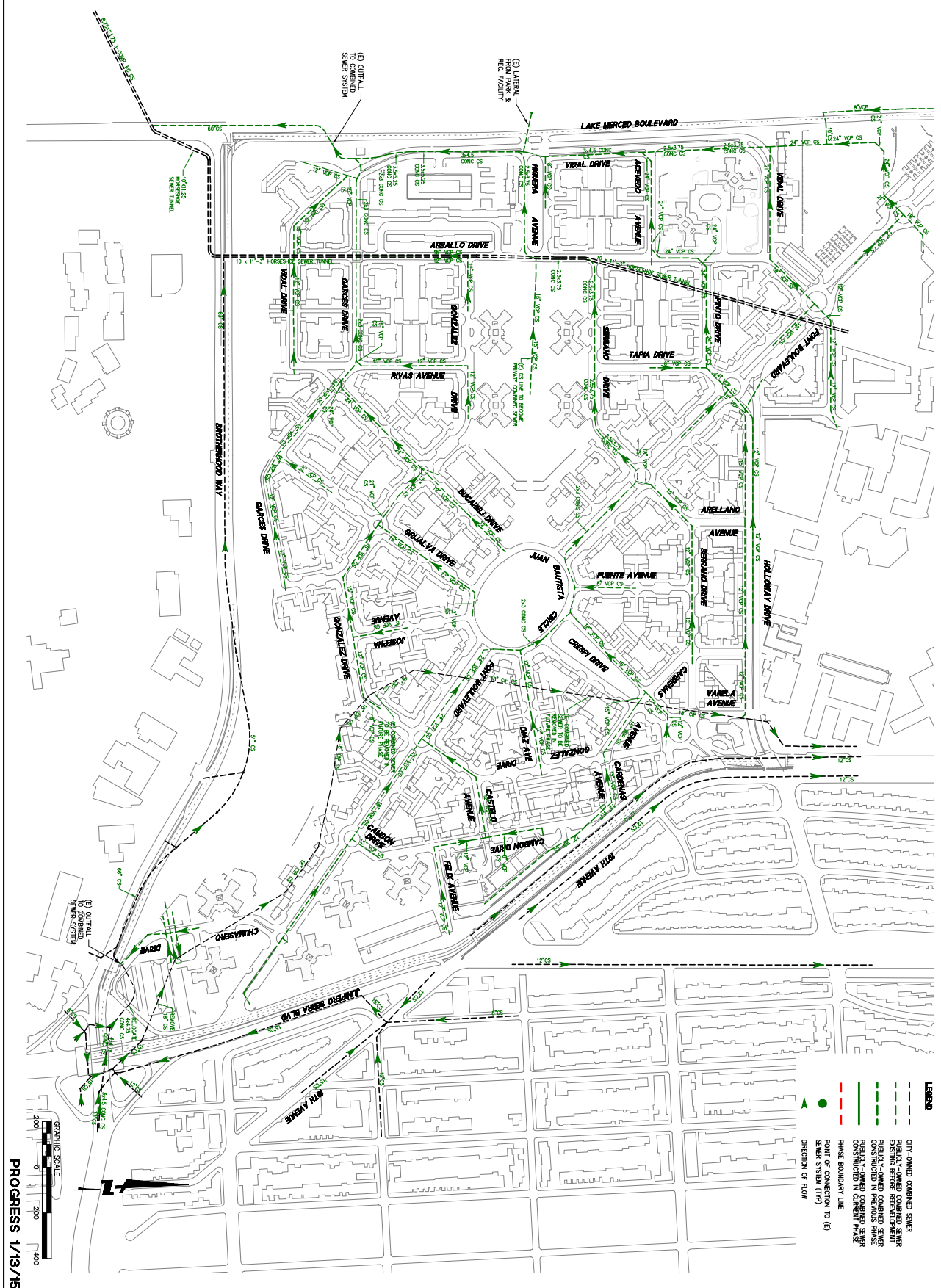
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Approved: JO		
Job No: 20090086		

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PHASING APPLICATION
PROPOSED RECYCLED WATER SYSTEM - PHASE 1**
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PROGRESS 1/13/15

Drawing Number:	Date: 1/13/15	No.	Revisions
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	Drawn: MS		1. 14.
	Approved: JO		
	Job No: 20090086		

**PARKMERCED
PHASING APPLICATION
EXISTING SEWER SYSTEM**

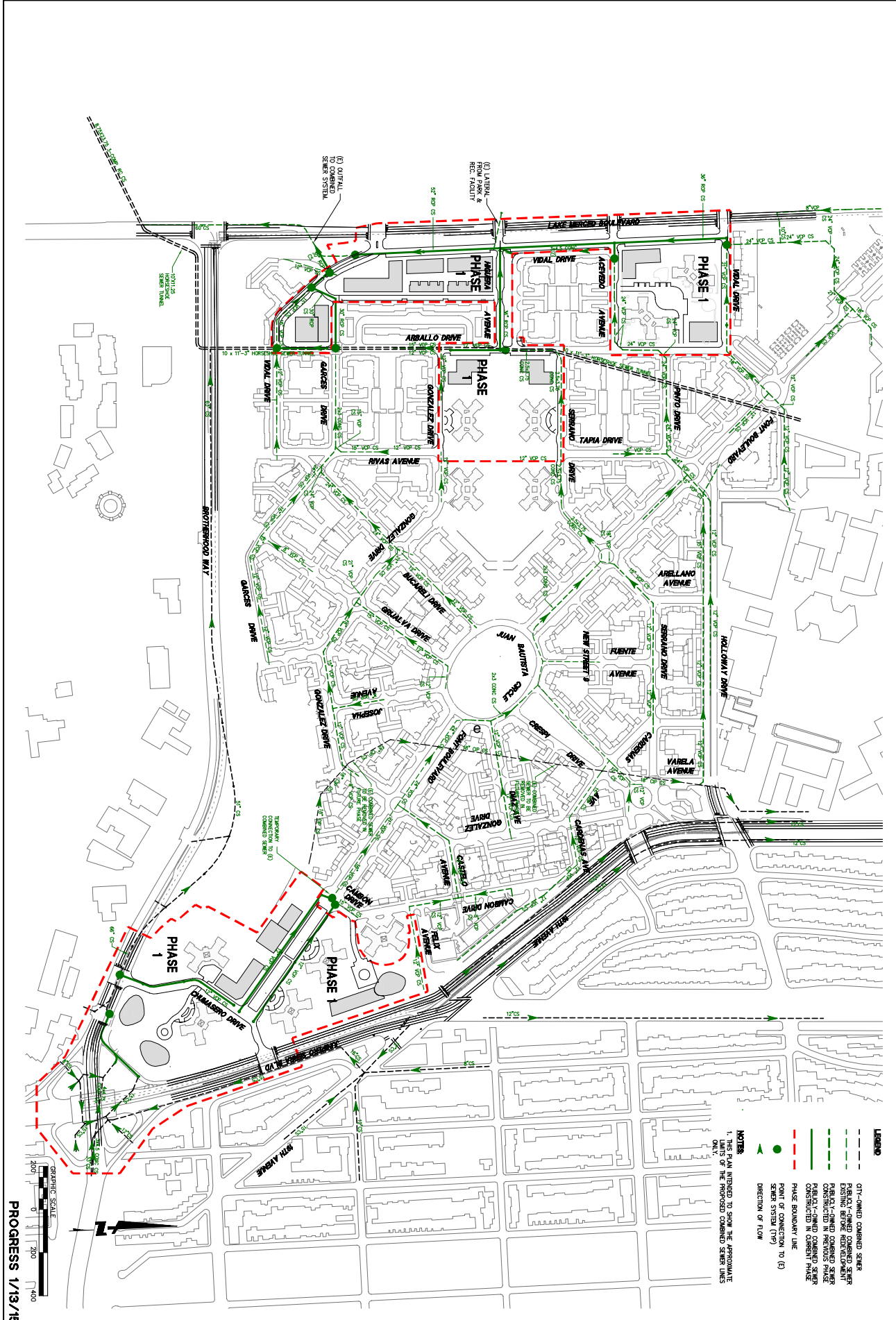
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CALIFORNIA



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650-482-6300
650-482-6399 (FAX)



GRAPHIC SCALE
 0 100 200
 1" = 400'
 PROGRESS 1/13/15

- LEGEND**
- CITY-OWNED COMBINED SEWER
 - PUBLICLY-OWNED COMBINED SEWER
 - PUBLICLY-OWNED COMBINED SEWER
 - PUBLICLY-OWNED COMBINED SEWER
 - PUBLICLY-OWNED COMBINED SEWER
 - PHASE BOUNDARY LINE
 - POINT OF CONNECTION TO (E) SEWER SYSTEM (TYP)
 - DIRECTION OF FLOW
- NOTES**
1. THIS PLAN INTENDED TO SHOW THE APPROXIMATE ONLY OF THE PROPOSED COMBINED SEWER LINES.

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

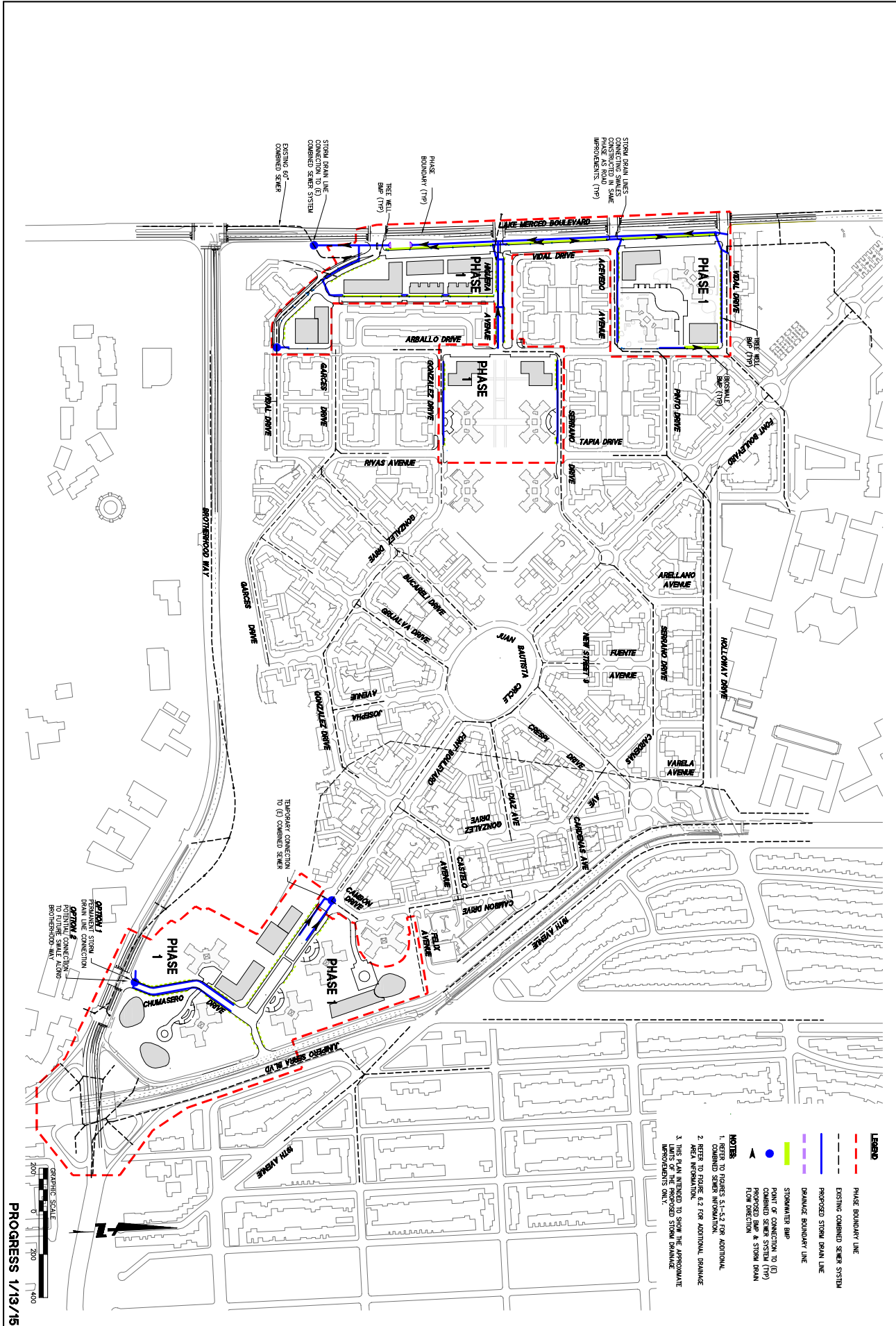
**PARKMERCED
 PHASING APPLICATION
 PROPOSED SEWER SYSTEM - PHASE 1**

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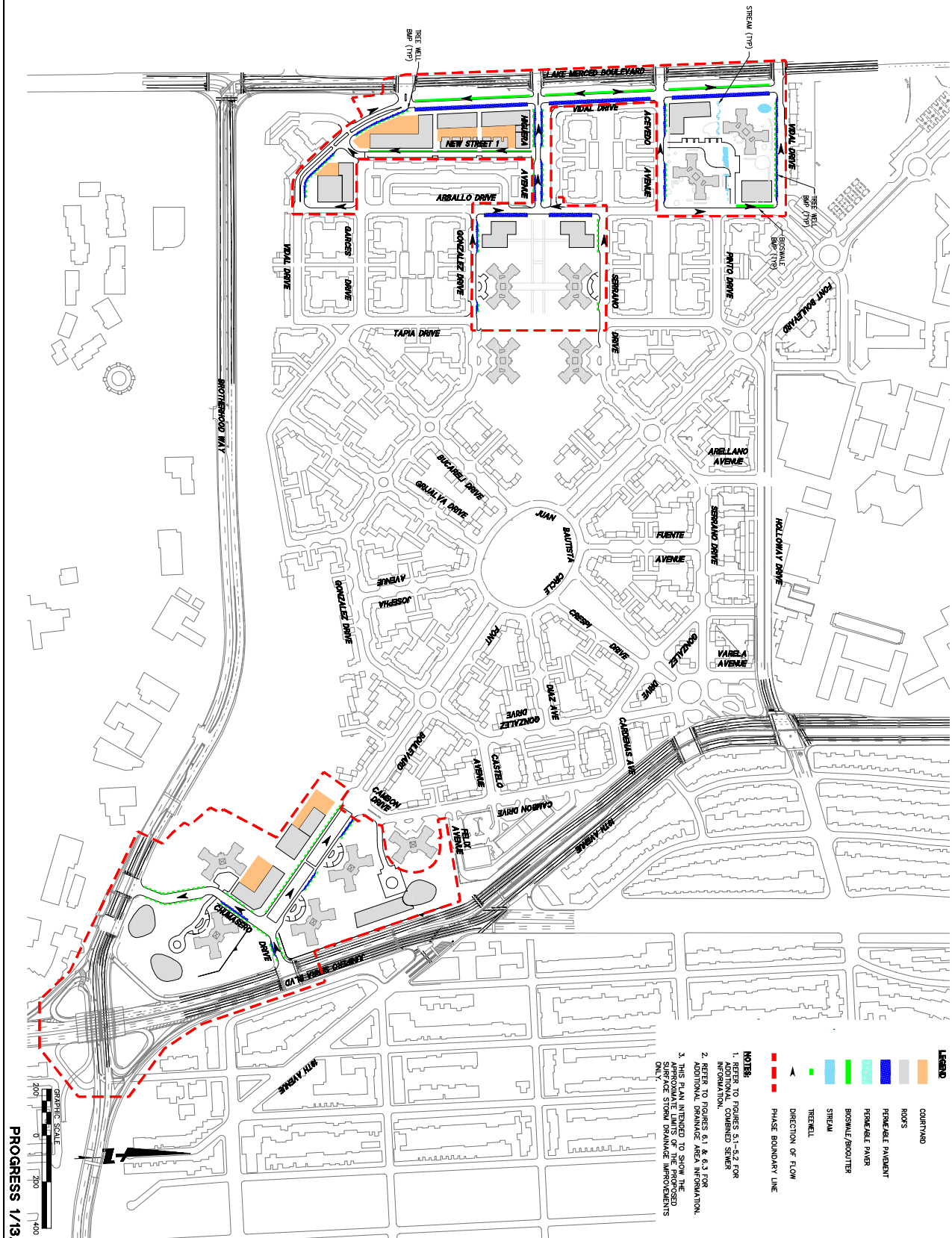


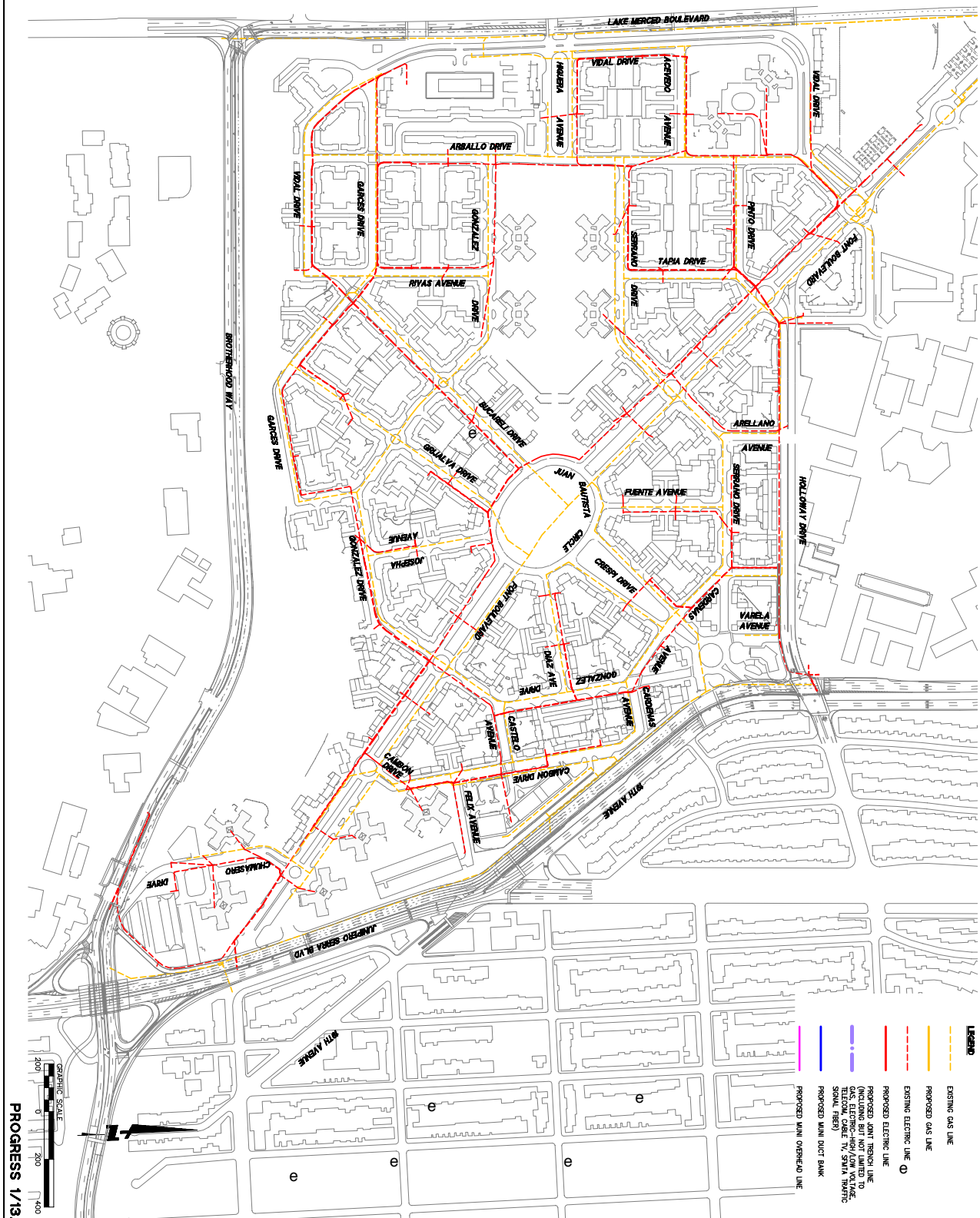
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Design:	BS
Drawn:	MS
Approved:	JO
Job No:	20090086

**PARKMERCED
 PHASING APPLICATION
 PROPOSED BELOW GRADE STORMWATER CONVEYANCE SYSTEM - PHASE 1**
 SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

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 ENGINEERS | SURVEYORS | PLANNERS

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 650-482-6300
 650-482-6399 (FAX)





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

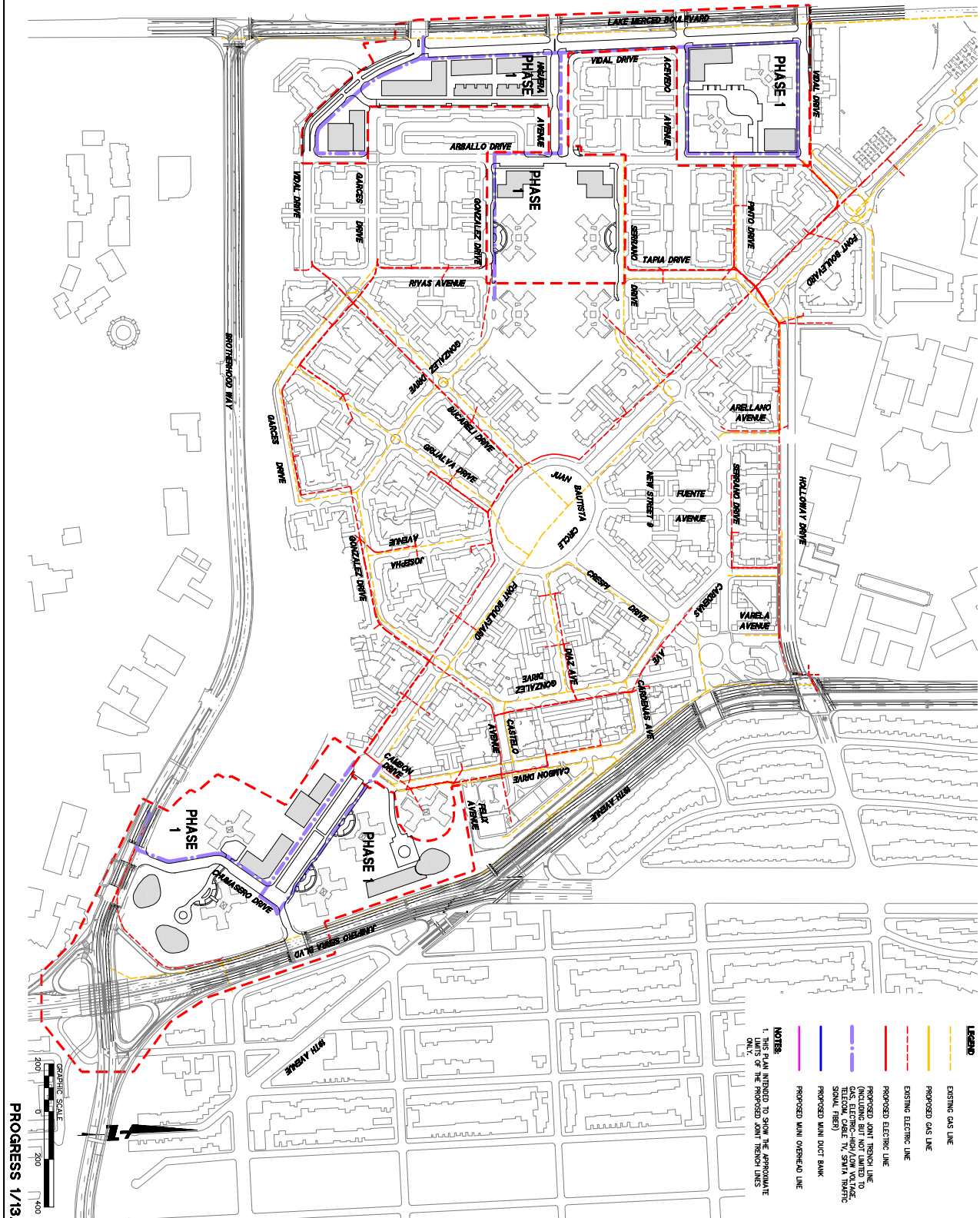
**PARKMERCED
PHASING APPLICATION
EXISTING DRY UTILITY SYSTEM**

SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA



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SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)



- LEGEND**
- EXISTING GAS LINE
 - PROPOSED GAS LINE
 - EXISTING ELECTRIC LINE
 - PROPOSED ELECTRIC LINE
 - PROPOSED 120V/240V LINE (INCLUDES ALL NOT INCLUDED TO GAS, ELECTRIC-HIGH/LOW VOLTAGE, TELECOM, CABLE TV, STAIR TRAFFIC, SMOKE, ELEV)
 - PROPOSED MAIN DUCT BANK
 - PROPOSED MAIN OVERHEAD LINE
- NOTES:**
1. THIS PLAN INTENDED TO SHOW THE APPROXIMATE LIMITS OF THE PROPOSED JOINT TRENCH LINES

PROGRESS 1/13/15

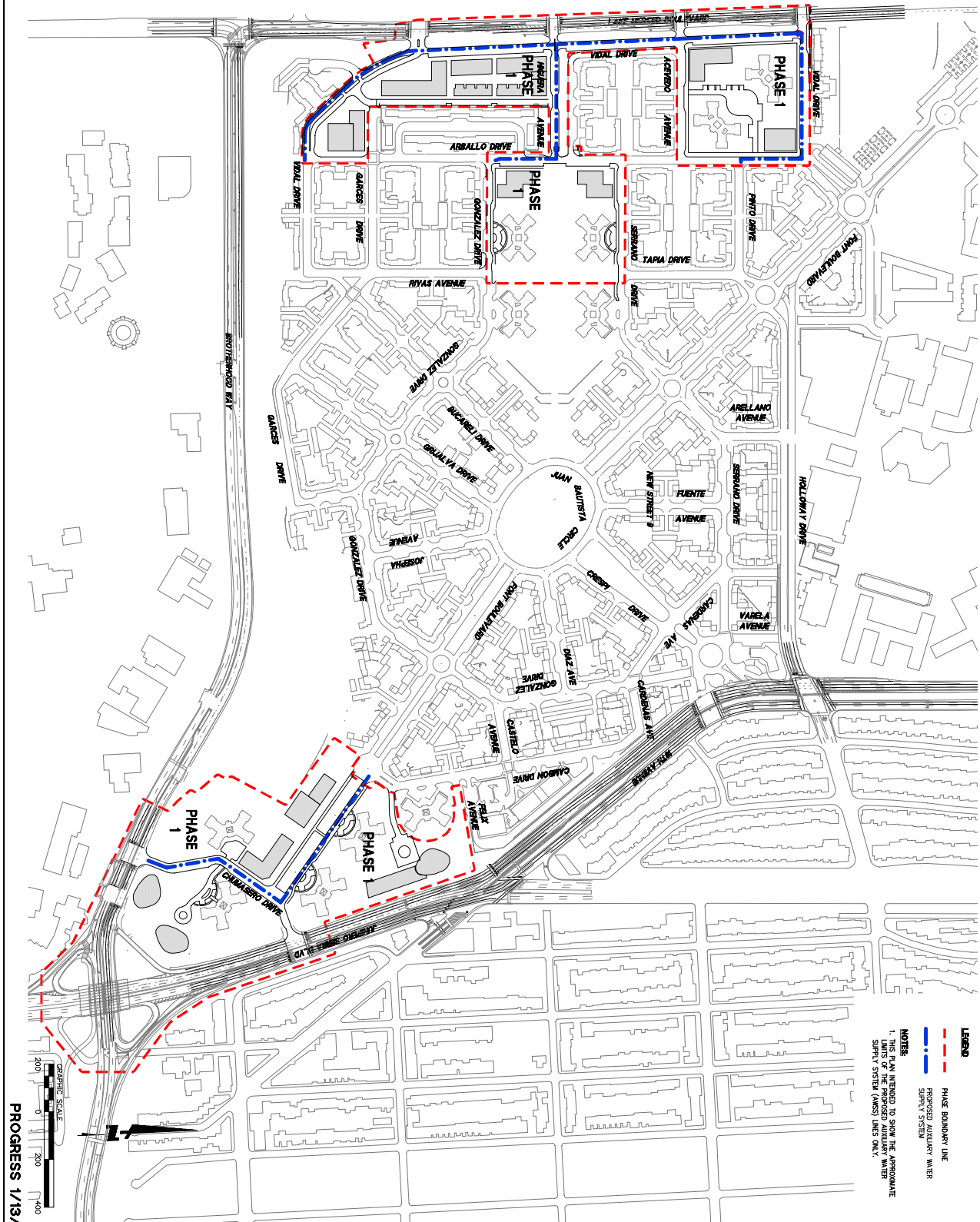
Date: 1/13/15	No.	Revisions
Scale: 1" = 400'		
Design: BS		
Drawn: MS		
Approved: BS		
Job No: 20090086		

**PARKMERCED
PHASING APPLICATION
PROPOSED DRY UTILITY SYSTEM - PHASE 1**
SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

Bkf
ENGINEERS | SURVEYORS | PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

0 BKF ENGINEERS

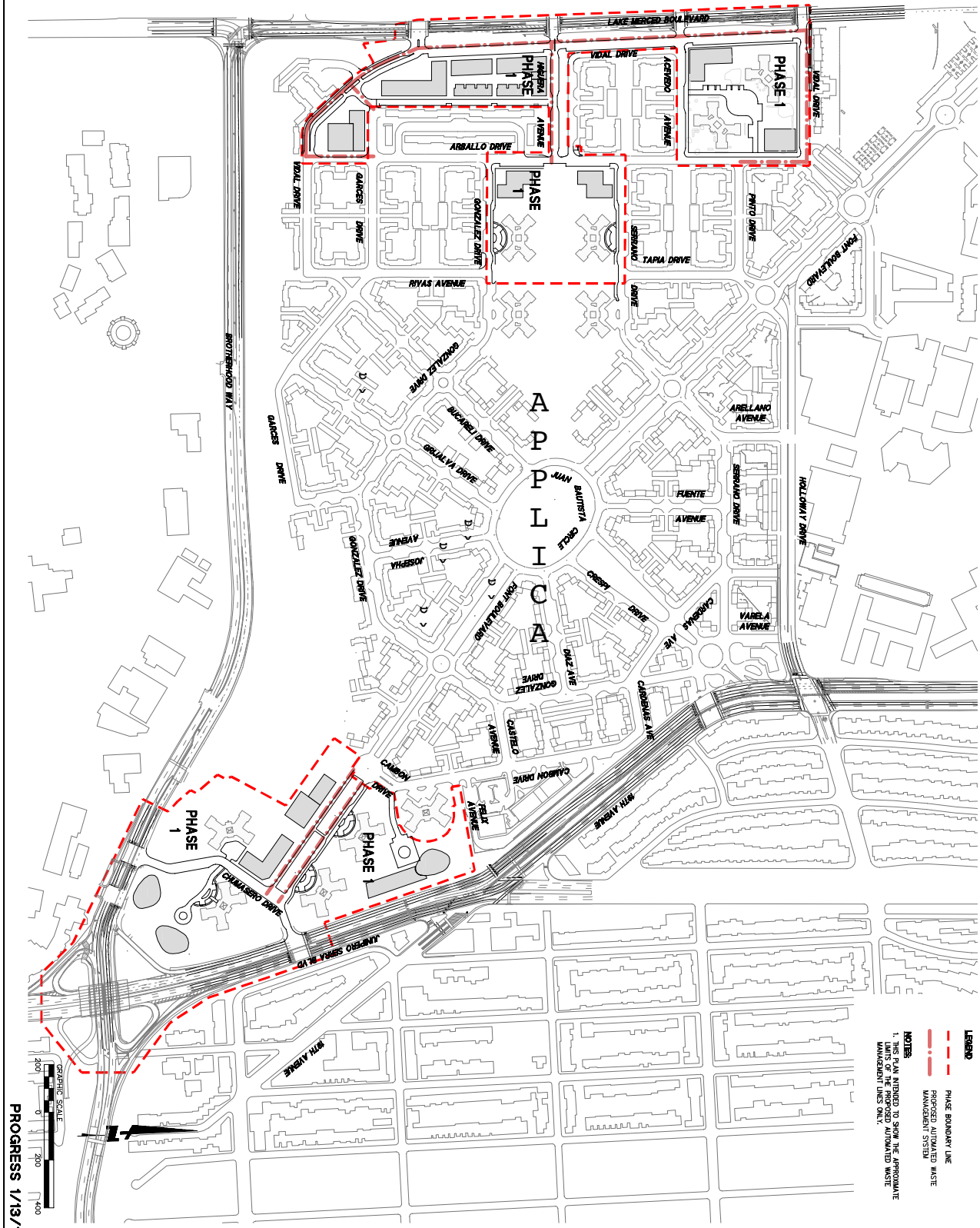


Date	No.	Revisions
1/13/15		
Scale: 1" = 400'		
Design: BS		
Drawn: MS		
Approved: JO		
Job No: 20090086		

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



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)



LEGEND

- PHASE BOUNDARY LINE
- PROPOSED AUTOMATED WASTE MANAGEMENT SYSTEM

NOTES

1. PLAN INTENDED TO SHOW THE APPROXIMATE LIMITS OF THE PROPOSED AUTOMATED WASTE MANAGEMENT LINES ONLY.

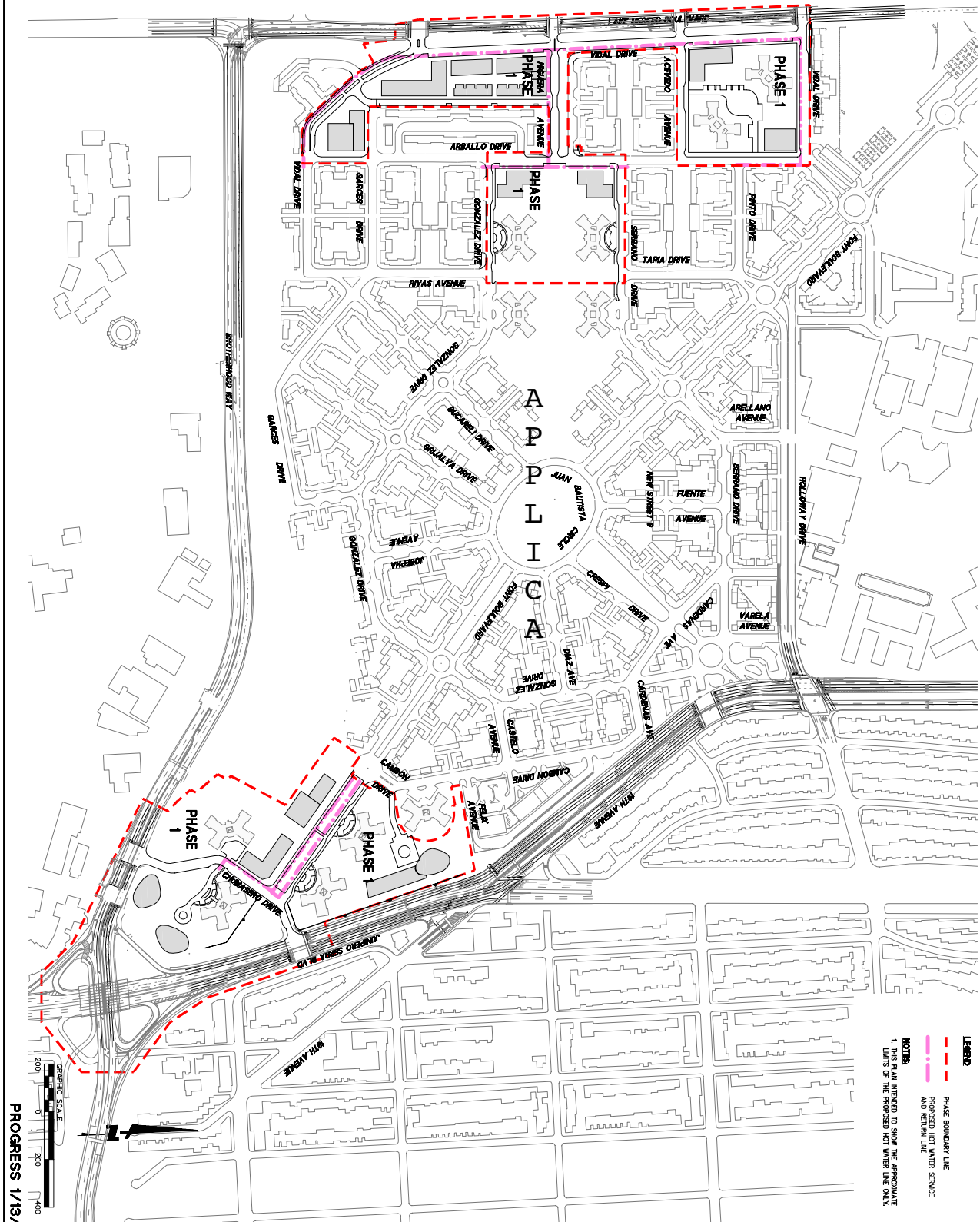
PROGRESS 1/13/15

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

**PARKMERCED
 PHASING APPLICATION
 PROPOSED AUTOMATED WASTE MANAGEMENT SYSTEM - PHASE 1**
 SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

ENGINEERS | SURVEYORS | PLANNERS



PROGRESS 1/13/15

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

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



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

APPENDIX A

Parkmerced Phase 1 Hydraulics and Hydrology Plan 22 January 2015

Parkmerced Phase 1

DRAFT Hydrology and Hydraulics Plan

January 22, 2015

***Prepared for
Parkmerced Investors Properties, LLC***

Prepared by

HC **HYDROCONSULT
ENGINEERS, INC.**

45 Polk St, Third Floor
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(T) 415.252.9750
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DRAFT

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1. Introduction

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

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

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

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

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

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

2. Regulatory Framework

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

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

3. Project Description

Existing and Proposed Conditions

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

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

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

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

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

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

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

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

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

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

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

Phasing

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

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

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

4. Site-Wide Conceptual Model Approach

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

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

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

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

The following basic inputs were used in the model:

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

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

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

where:

f_t is the infiltration rate at time t ;

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

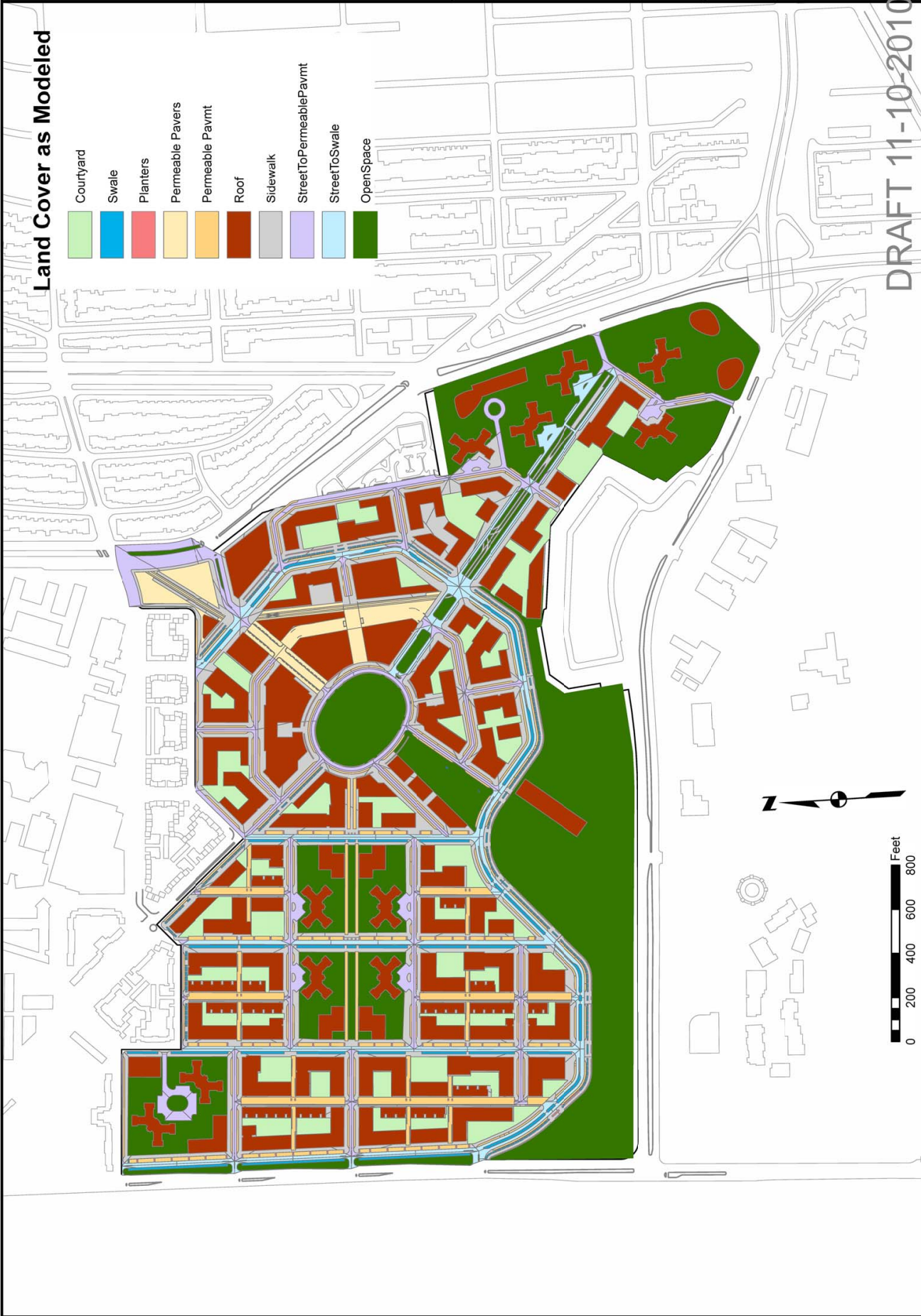
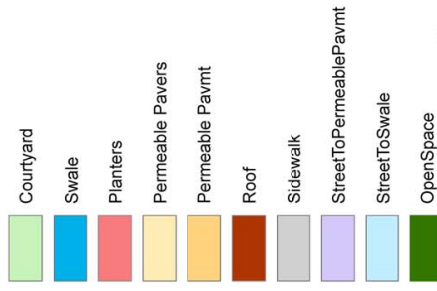
f_c is the constant or equilibrium infiltration rate after the soil has been saturated or minimum infiltration rate;

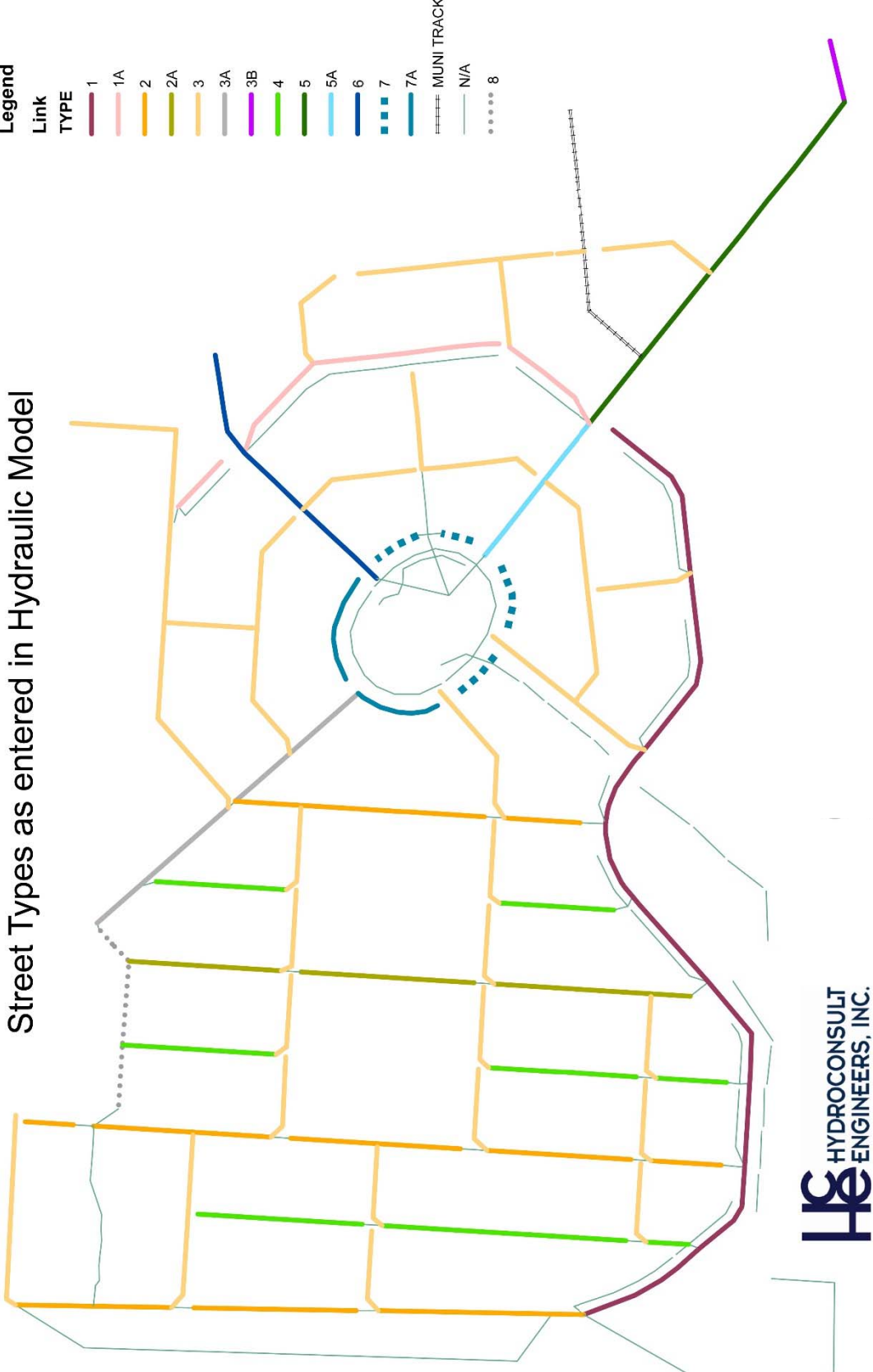
k is the decay constant specific to the soil.

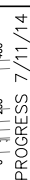
- Evapotranspiration rates based on WUCOLSIII (ET₀ Zone 1)
- Evaporation rates based on previous studies by Gus Yates
- Street sections and slopes provided by SOM and BkF, as presented in the project Design Standards + Guidelines, shown in the figure following
- Land use and areas provided by SOM and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

DRAFT 11-10-2010

Land Cover as Modeled







5. Phase 1 Conceptual Model Approach

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

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

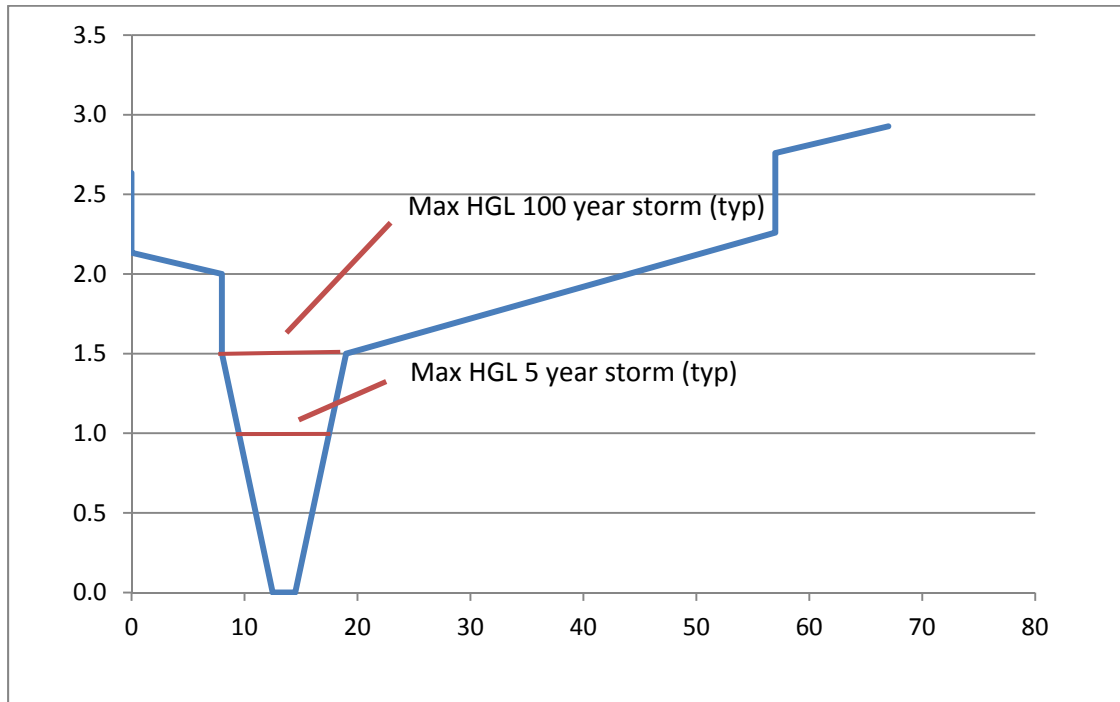
Block	Subphase	Boundary Street	Street Type
1	A	Vidal North	3
		Vidal West	2
		Arballo	2
		Acevedo	3
2	N/A	Vidal West	2
3W	C	Higuera	3
		Vidal West	2
		New Street	4
		Garces	3
4	C	Garces	3
		Arballo	2
		Arballo	2
6	A	Tapia	2A
		New Street	3
		Arballo	2
		Serrano	3
20	B	Felix	(muni tracks—no SW element)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

Bioswale Streets (Type 2, 2A)

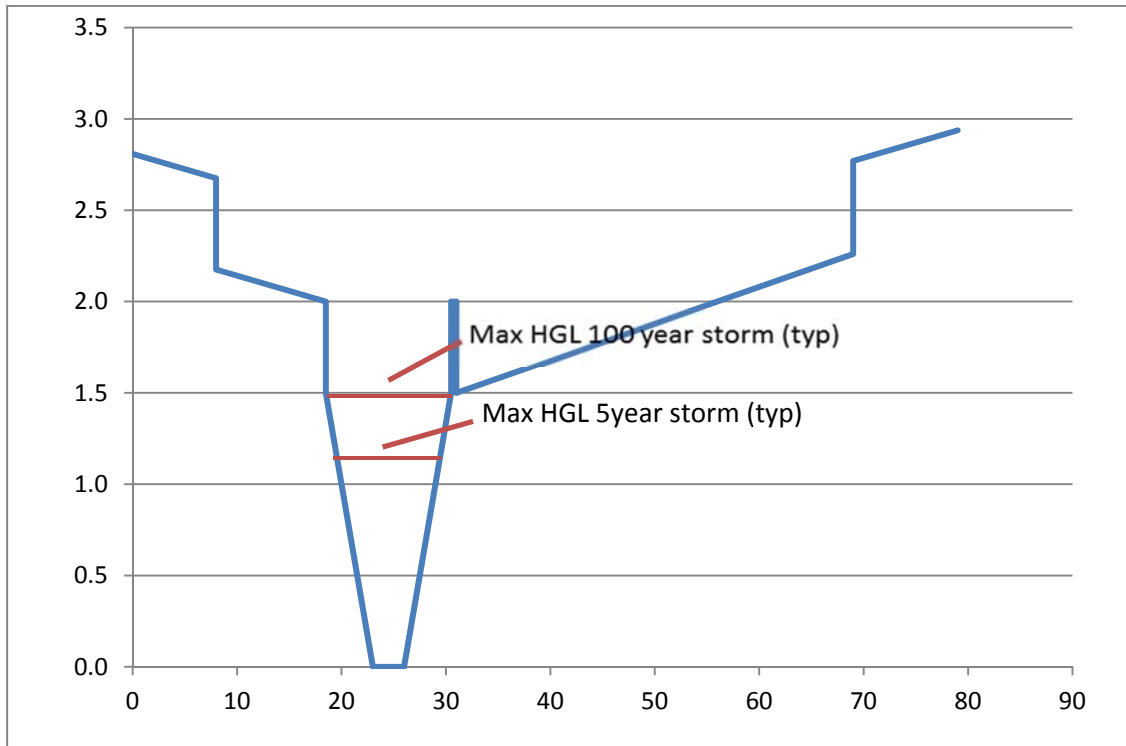
The Hedgerow streets run North-South and will include bioswales. The bioswale on the west side of the Hedgerow Streets will capture runoff from the street and the rooftops on the west side of the road. Runoff from the roofs on the east side of the road will be directed to the bioretention above the central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

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

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



Modeled Street Cross Section Type 2

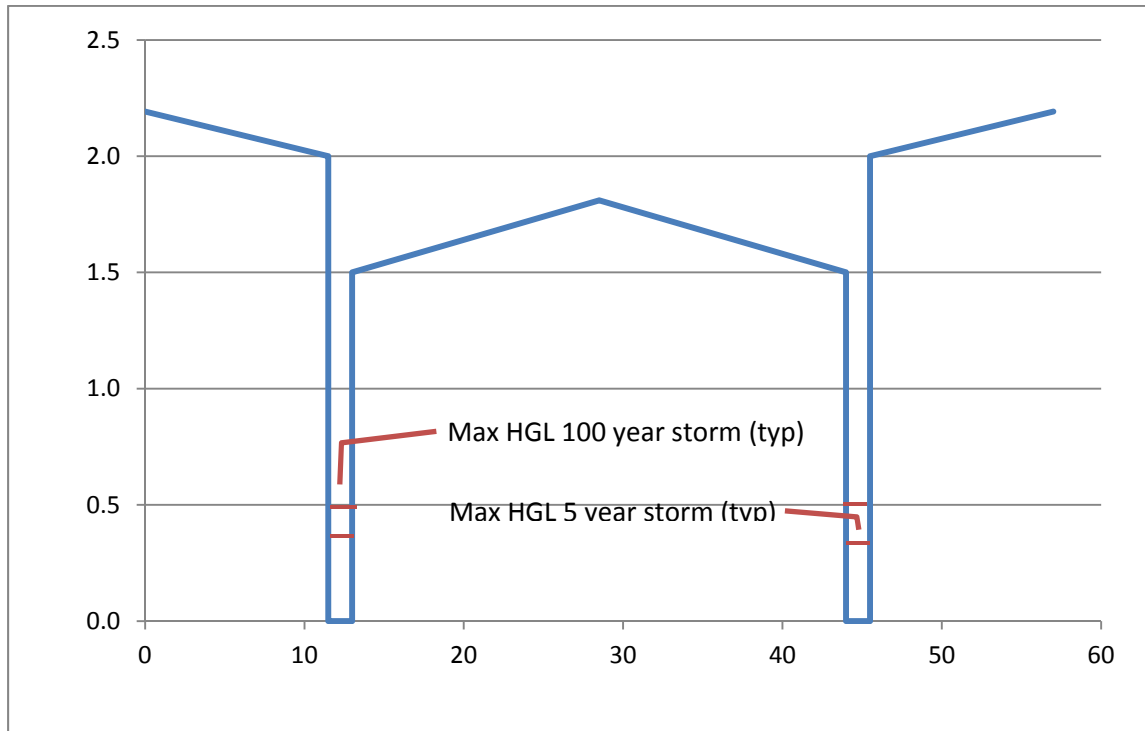


Modeled Street Cross Section Type 2A

Treewell Streets (Type 3)

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

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



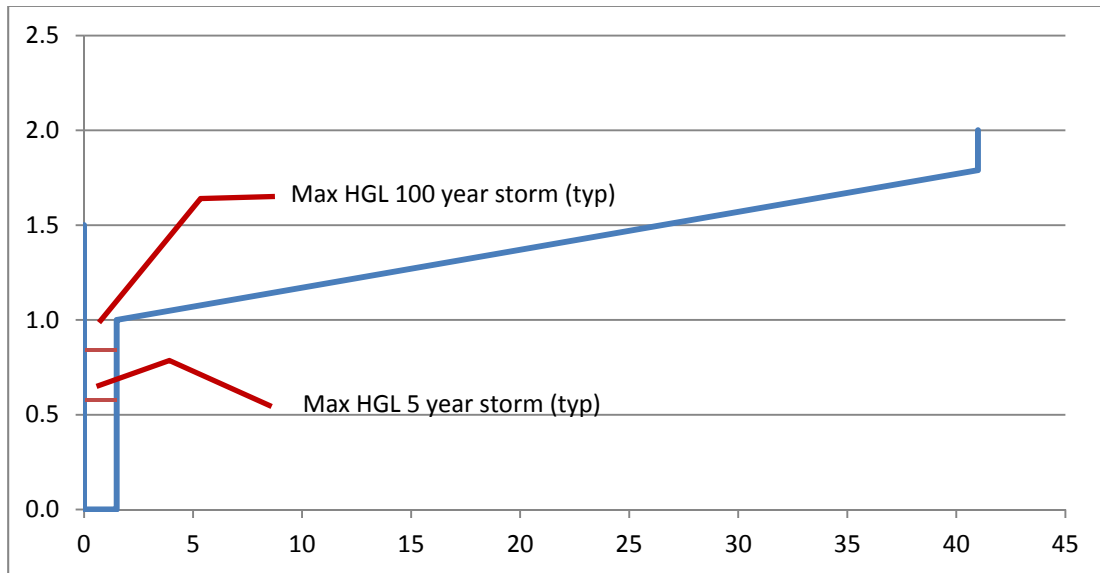
Modeled Street Cross Section Type 3

Alley Ways (Type 4)

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

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

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

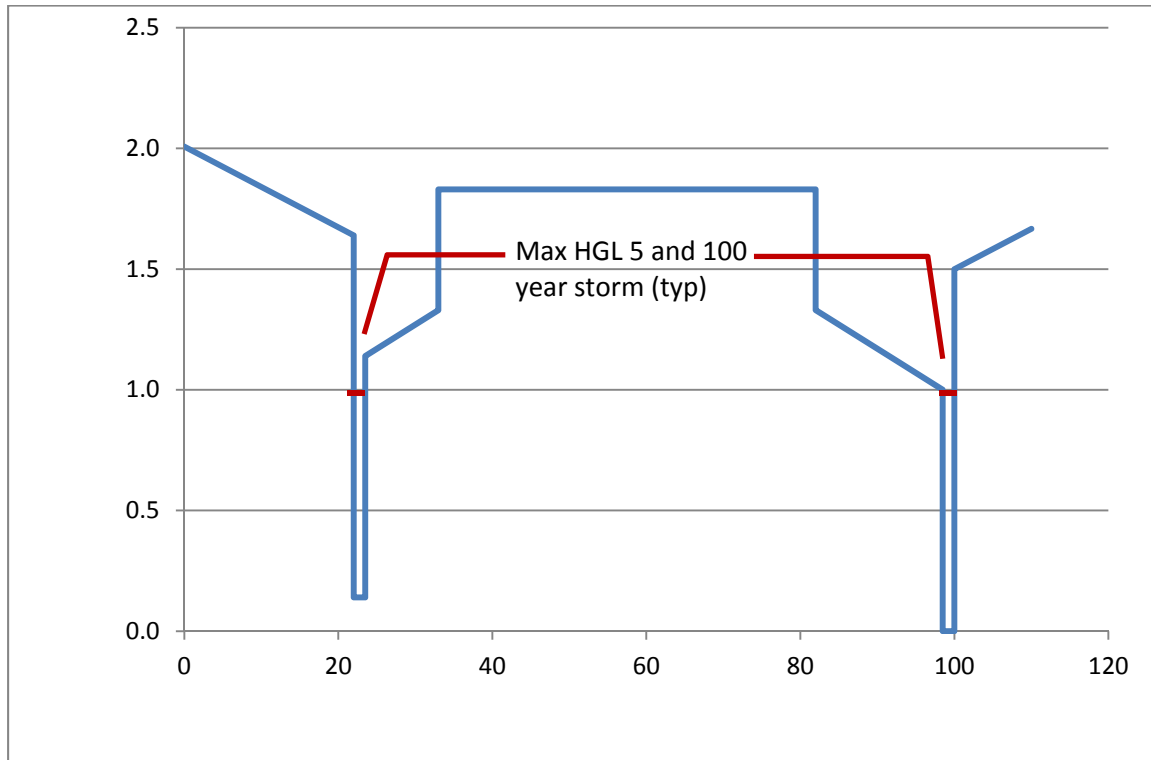


Modeled Street Cross Section Type 4

Font Boulevard South (Type 5)

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

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



Modeled Street Cross Section Type 5

6. Model Results

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

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

7. References

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

First Source Hiring Agreement/ Equal Opportunity Employment Program 09 August 2013

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

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Exhibit A: First Source Hiring Agreement

Exhibit B: Form 1 - Citybuild Workforce Projection Form

Exhibit C: Contractor Acknowledgement First Source Hiring Requirements

Exhibit D: Form of First Source Consultant Hiring Contract

Exhibit E: Professional Services: First Source Hiring Form

Exhibit F: Consultant Acknowledgement of First Source Hiring Requirements

Exhibit G: Tenants First Source Hiring Form

Exhibit H: Tenant Lease Addendum

Exhibit I: Tenant Acknowledgement of First Source Hiring Requirements

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

RECITALS

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL PROJECT SPONSOR OBLIGATIONS

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

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

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

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

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

2. FIRST SOURCE HIRING PROGRAM FOR CONSTRUCTION ACTIVITIES

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

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

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

3. FIRST SOURCE HIRING PROGRAM FOR PROFESSIONAL SERVICES

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

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

4. FIRST SOURCE HIRING PROGRAM FOR COMMERCIAL TENANTS

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

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

5. ENFORCEMENT OF FIRST SOURCE HIRING AGREEMENT

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

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

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

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

6. LOCAL BUSINESS UTILIZATION PLAN

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

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

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

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

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

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

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

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

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

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

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

6.4 CMD Obligations:

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

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

6.4.3 Review annual report of LBE Participation Goal.

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

7. STUDENT INTERNSHIP AND SCHOLARSHIP PROGRAM

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

8. NOTICES

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

If to City:

for First Source Hiring matters:

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

and for matters other than First Source Hiring:

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

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

If to Project Sponsor:

Seth Mallen
Parkmerced
3711 Nineteenth Avenue
San Francisco, California 94132

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

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

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

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

9. ENTIRE AGREEMENT

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

10. TERM

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

11. SEVERABILITY

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

12. COUNTERPARTS

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

13. SUCCESSORS

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

14. HEADINGS

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

15. GOVERNING LAW

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

16. RELATIONSHIP OF PARTIES

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


17. NO OBLIGATIONS TO THIRD PARTY

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

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

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

Parkmerced Investors Properties, LLC

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

By: _____

Its: _____

Date: 8/9/13

Date: _____

CONSENT:

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

By: 
John Rahaim, Director, Planning Department

Date: 8/9/13

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 
Charles Sullivan, Deputy City Attorney

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

City and County of San Francisco, a
municipal corporation

Parkmerced Investors Properties, LLC

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

By: _____
Constantine M. Dakolias

Its: President

Date: _____

Date: _____

CONSENT:

City and County of San Francisco, a
municipal corporation

By: _____
John Rahaim, Director, Planning Department

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

EXHIBIT A: FIRST SOURCE HIRING AGREEMENT

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

RECITALS

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. CONTRACTOR GOALS.

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

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

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

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

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

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

2. PROGRAM ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. SUBCONTRACTORS

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

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

4. ENFORCEMENT AND REMEDIES

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

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

5. NOTICE

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

If to City:

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

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

If to Contractor:

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

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

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

6. ENTIRE AGREEMENT

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

7. TERM

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

8. SEVERABILITY

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

9. COUNTERPARTS

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

10. HEADINGS

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

11. GOVERNING LAW

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

12. RELATIONSHIP OF PARTIES

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

13. NO OBLIGATIONS TO THIRD PARTY

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

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

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

Contractor

By: _____
Office of Economic & Workforce
Development

By: _____

Its: _____

Date: _____

Date: _____



Table 2: List all construction trades projected to perform work

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

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

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

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

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

FOR CITY USE ONLY: CityBuild Staff: _____

Approved: Yes ☐ No ☐

Date: _____

Reason: _____

EXHIBIT C:
CONTRACTOR ACKNOWLEDGEMENT FIRST SOURCE HIRING REQUIREMENTS

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

Dated:

ACKNOWLEDGED
Contractor

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

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

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

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

RECITALS

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

2. CONSULTANT OBLIGATIONS

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

3. HIRING GOALS

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

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

4. PROGRAM IMPLEMENTATION

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

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

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

5. TERMS OF TRAINEE EMPLOYMENT.

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

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

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

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

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

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

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

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

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

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

6. TERM.

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

7. ENFORCEMENT AND REMEDIES

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

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

8. NOTICES

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

If to City:

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

If to Consultant:

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

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

9. ENTIRE AGREEMENT

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

10. SEVERABILITY

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

11. COUNTERPARTS

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

12. HEADINGS

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

13. GOVERNING LAW

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

14. RELATIONSHIP OF PARTIES

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

15. NO OBLIGATIONS TO THIRD PARTY

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

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

City and County of San Francisco, a
municipal corporation

Consultant

By: _____
Office of Economic & Workforce
Development

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT E: PROFESSIONAL SERVICES: FIRST SOURCE HIRING FORM

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

Instructions:

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

Section 1: Select all that apply

Administrative Services	Financial Services	Mechanical/Electrical Engineering
Architecture	Geotechnical Engineering	Property Management
Asbestos and Lead	Green Building Consulting	Real Estate Services
As-Needed	Health/Medical Services	Sediment Analysis
Civil/Structural/Hydraulic Engineering	Job Order Contracting	Special Inspection and Testing
Construction Management	Landscape Architecture	Surveying
Design Services	Will require an office or trailer near the project site	
Environmental Services	I don't see my services (please describe) _____	

Section 2: List Trainee positions

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

Trainee Title	Job Description	Number of Trainees to be Hired

Signature of Authorized Representative*

Name of Authorized Representative

Date

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

Please email this form SIGNED to:

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

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

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

Dated: _____

ACKNOWLEDGED
Consultant

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

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

EXHIBIT G: TENANTS FIRST SOURCE HIRING FORM

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

Instructions:

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

Section 1: Select your Industry

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

Section 2: Describe Primary Business Activity

Section 3: Provide information on all Entry Level Positions

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

Signature of Authorized Representative*

Name of Authorized Representative

Date

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

Please email this form SIGNED to:

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

EXHIBIT H: TENANT LEASE ADDENDUM

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

RECITALS

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

1.5.1 Administrative Assistant or Receptionist

1.5.2 Maintenance Worker or Facilities Specialist

1.5.3 Janitorial Service Worker

1.5.4 Entry-level Technician

1.5.5 Customer Service Associate

1.5.6 Clerk or Coordinator

1.5.7 Transportation Worker

1.5.8 Construction Worker

1.5.9 Landscaper

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

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

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

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

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

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

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

2. TENANT OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

3. OEWD'S OBLIGATIONS

3.1 Pursuant to this Agreement, OEWD shall:

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

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

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

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

4. EXCEPTION FOR ESSENTIAL FUNCTIONS

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

5. TENANT'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS.

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

6. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

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

7. LIQUIDATED DAMAGES

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

8. TERM

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

9. NOTICES.

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

If to City:

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

If to Tenant:

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

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

10. ENTIRE AGREEMENT

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

11. SEVERABILITY

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

12. COUNTERPARTS

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

13. HEADINGS

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

14. GOVERNING LAW

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

15. RELATIONSHIP OF PARTIES

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

16. NO OBLIGATIONS TO THIRD PARTY

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

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

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

Tenant

By: _____
Office of Economic & Workforce
Development

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT I:
TENANT ACKNOWLEDGEMENT OF FIRST SOURCE HIRING REQUIREMENTS

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

Dated:

ACKNOWLEDGED
Tenant

By: _____
Print Name: _____
Title: _____

Parkmerced Investors Properties, LLC

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

APPENDIX C

SFFD Acknowledgement Letter

14 October 2010

JOANNE HAYES-WHITE
CHIEF OF DEPARTMENT



GAVIN NEWSOM
MAYOR

SAN FRANCISCO FIRE DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO

October 14, 2010

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

Dear Mr. Polacci,

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

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

Sincerely,

A handwritten signature in blue ink that reads "Joanne Hayes White". The signature is written in a cursive, flowing style.

Joanne Hayes White
Chief of Department

APPENDIX D

Parkmerced Phase 1 Master Tentative Schedule 15 January 2015

Parkmerced Master Schedule

2014	5-Sep	Submitted Phase 1 Development Application
	17-Oct	Submitted Master Tentative Map
2015	14-Jan	Re-submit Phase 1 Development Application
	20-Jan	Submit Tentative Maps
	Week of Jan. 26	Meet with Planning to review Development Application/ Community Improvements
	Week of Jan. 26	Set up Pre-App meetings with City Agencies
	10-Feb	Phase 1 Development Application Approved
	18-Feb	Submit 35% Street Improvements Plan (20 day review period)
	18-Feb	DPW review and comment on Tentative Map Application (30 days)
	Week of Feb. 23	Meet with City Agencies to review Street Improvements Plan
	Week of Feb. 23	Meet with Planning to review Design Review Applications
	4-Mar	Re-submit Tentative Map Application incorporating comments
	12-Mar	100% Schematic Design
	17-Mar	Submit 90% Street Improvements Plan (20 day review period)
	17-Mar	Submit Building Design Review Applications
	17-Mar	Submit Community Improvements Design Review Applications
	26-Mar	Meet with Planning - Building Design Review
	26-Mar	Meet with Planning, SFMTA, PUC - Community Improvements Design Review
	Week of Mar. 30	Meet with City Agencies to review Street Improvements Plan/ Stormwater Control Plan
	2-Apr	Meet with Planning - Building Design Review
	2-Apr	Meet with Planning, SFMTA, PUC - Community Improvements Design Review
	2-Apr	Submit Site Permit Applications
	9-Apr	30% Design Development
	9-Apr	Submit Preliminary Stormwater Control Plan
	9-Apr	Meet with Planning - Buildings Design Review
	9-Apr	Meet with Planning, SFMTA, PUC - Community Improvements Design Review
	7-May	60% Design Development
	13-May	Tentative Map Approved (50 days after re-submission)
	14-May	Caltrans - Submit PSR
	8-Jun	Planning Design Review Complete (90 days)
	1-Jul	Preliminary Stormwater Control Plan Approved (90 days)
	2-Jul	Submit 100% Street Improvements Plan (20 day review period+approval of Preliminary Stormwater Control Plan)
	7-Jul	Planning Commission Hearing
	7-Jul	Planning Approval
	14-Jul	Approved Final Map/Street Vacation&Dedication/Public Improvement Agreement by Board of Supervisors
	3-Aug	100% Design Development
	17-Sep	Site Permit Approval (30 days from PlanningCommission Hearing & Approval)
	28-Sep	50% Construction Documents
	29-Sep	Submit Demo and Shoring Permit Applications
	29-Sep	Submit Addendum 1 - Foundation
	28-Oct	Caltrans - PSR Approval
	2-Nov	90% Construction Documents
	4-Nov	Street Improvements Permit Approved (90 days)
	23-Nov	100% Construction Documents
	1-Dec	Submit Addendum 2 - Structure
	1-Dec	Submit Addendum 3 - MEP + Architecture
2016	4-Jan	Start of Construction
	12-Feb	Caltrans - Encroachment Permit Review
	28-Jul	Caltrans - Encroachment Permit Approved

	Planning
	Other City Agencies
	Caltrans
	Parkmerced Team