Outlook

Why rush? Please do NOT to approve Agenda #8, Permit App M2025.006.00

From Mary Riley <retrofilmz@gmail.com>
Date Tue 11/3/2026 3:56 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>
Cc maggie@mhpv.net <maggie@mhpv.net>

You don't often get email from retrofilmz@gmail.com. Learn why this is important

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Dear BCDC Commissioners,

I do not support approval of this permit. It is based on outdated and inaccurate information. I ask each Commissioner to please stop and carefully consider the *long-term consequences* of this decision before moving forward. I urge the Commission NOT to approve Agenda Item 8, Permit Application M2025.006.00, for the San Francisco Marina Improvement and Remediation Project, and instead be practical and require a new and current independent Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) that evaluates the project *actually being proposed*.

The City is relying on an EIR from *19 years ago*, in 2007, for a project intended to *reconstruct and improve Gashouse Cove, not to deconstruct* portions of the harbor and eliminate essential public boating facilities, including the fuel dock, public boat lift, and touch-and-go dock.

These are fundamentally different projects, with serious consequences for public boating access, maritime safety, emergency response, youth programs, and working families.
Without a new CEQA review, the public has no meaningful opportunity to review current and accurate information and be able to take it into mind when commenting on the possible environmental impacts of the very different project now being proposed. If it is a good proposal then it will hold up to scrutiny.

I ask the Commission to do what you won't regret and withhold approval until a new, relevant independent EIR has been completed and circulated for this specific project and public review and comment.

Sincerely,
Mary Riley
No. Beach, San Francisco

Outlook

Agenda item 8 - do not approve

From Jan Koehler <jannko@gmail.com>
Date Wed 11/4/2026 9:51 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

You don't often get email from jannko@gmail.com. Learn why this is important

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Dear BCDC Commissioners,

I do not support approval of this permit. I ask each Commissioner to stop and carefully consider the long-term consequences of this decision before moving forward.

I urge the Commission not to approve Agenda Item 8, Permit Application M2025.006.00, for the San Francisco Marina Improvement and Remediation Project at Gashouse Cove (East Harbor), near Fort Mason and the Safeway on Marina Boulevard, and instead require a new, independent Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) that evaluates the project actually being proposed.

The City is relying on an EIR certified 19 years ago, in 2007, for a project intended to reconstruct and improve Gashouse Cove, not to deconstruct portions of the harbor and eliminate essential public boating facilities, including the fuel dock, public boat lift, and touch-and-go dock. These are fundamentally different projects, with serious consequences for public boating access, maritime safety, emergency response, youth programs, and working families.

Without a new CEQA review, the public has no meaningful opportunity to review and comment on the environmental impacts of the project now being proposed. I ask the Commission to withhold approval until a new, independent EIR has been completed and circulated for public review and comment.

Respectfully,

Jan Koehler

.....
J A N K O E H L E R
jannko@gmail.com
415-260-3490

Outlook

Agenda item 8 for public comment

From Arne Gerhard <arne@jetsons.info>
Date Tue 11/3/2026 4:01 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

You don't often get email from arne@jetsons.info. Learn why this is important

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

I just wanted to express my excitement about parks and recs continued effort to improve parks in the city. Especially considering beach volleyball courts in the new marina improvement project. Can't wait to see it come to life!
Cheers
Arne gerhard
425 299 0866

Outlook

MIRP/gashouse cove

From Mary Kay McCaw <marykay@kmmk.com>
Date Sun 11/1/2026 1:25 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

You don't often get email from marykay@kmmk.com. Learn why this is important

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

I am writing to protest the handling of Gashouse Cove.
This area has a large volume of toxic chemicals just beneath the layer of sediment.
To let P G & E off the hook to clean up this waste is deplorable.

But for the BCDC commissioners to tout this area as a shallow basin area for public access is criminal.
How long will it take for frequent users of this area to develop horrible diseases.
You can post signage about the restrictions but you all know that the public will touch the sides or bottom.
Calling it access for kayaks and paddle boards scream skin contact with polluted water.

This proposal should be scrapped and a more responsible plan found.

Mary Kay McCaw
265 Marina Blvd
San Francisco, CA. 94123

Outlook

SUPPLEMENTAL PUBLIC COMMENT BCDC Agenda Item 8 | November 5, 2026 | Permit Application 2025.006.00 November 2, 2026 DBW update

From Maggie Hallahan <maggie@mhpv.net>
Date Mon 11/2/2026 12:53 PM
To Peterson, Sierra@BCDC <sierra.peterson@bcdc.ca.gov>; BCDC Public Comment <publiccomment@bcdc.ca.gov>; Yelton, Rowan@BCDC <rowan.yelton@bcdc.ca.gov>

1 attachment (9 MB)
BCDC_Supplemental_Comment_DBW update.pdf;

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Good Afternoon, Please add tSUPPLEMENTAL PUBLIC COMMENTBCDC Agenda Item 8 | November 5, 2026 | Permit Application 2025.006.00 November 2, 2026, Thank you Maggie Hallahan

SUPPLEMENTAL PUBLIC COMMENT

BCDC Agenda Item 8 | November 5, 2026 | Permit Application 2025.006.00

November 2, 2026

To: Chair and Commissioners, San Francisco Bay Conservation and Development Commission

Re: San Francisco Marina Improvement and Remediation Project — Gashouse Cove / East Harbor

Dear Chair and Commissioners:

Please add this supplemental comment and its attached evidence to the administrative record for Agenda Item 8 and circulate it to the Commissioners before the November 5 hearing. This document supplements, but does not replace, my October 30, 2026 public comment. I strongly support remediation of the contaminated East Harbor sediments; I oppose approval of the current redesign until the grounds for permanently removing important public boating infrastructure have been independently examined.

1 NOVEMBER 1 DBW ENGINEERING RESPONSE. Deputy Director Ramona Fernandez of the California Division of Boating and Waterways (DBW) responded in writing to questions about marina depths. DBW stated that its guidelines do not require every fuel dock to have a uniform depth of 10 feet below Mean Lower Low Water (MLLW). Instead, a selected design vessel, actual operating requirements, and site conditions govern. DBW also stated that the July 2005 marina guidelines remain its most recently published version, Section B2 has not been superseded, and DBW has no statewide regulatory authority to impose marina water-depth criteria. DBW-funded projects may have contractual guideline obligations. The original questions and red-text answers are attached FIRST as Exhibit A.

2 CHANNEL WIDTH GRAPH AND ACTUAL OPERATIONS. The attached comparison charts show the July 2005 DBW Table B-1 guideline minimum of 75 feet for an entrance or interior channel bottom alongside an approximately 148.37-foot East Harbor width used in a February 2025 preliminary SFRPD/Haley & Aldrich cost scenario. The examples on the charts measure different features (including fairways, vessel lanes and passages), and are not interchangeable engineering standards. A 75-foot minimum is not proof that this harbor can operate safely at 75 feet. I have observed vessels fueling at Gashouse Cove sequentially and backing out of the berth. That operating pattern warrants a real vessel-maneuvering analysis, not an assumption that backing maneuvers need less room.

3 DREDGING COSTS AND DRAWINGS. The preliminary $24.2 million additional-remediation figure corresponds to a particular fuel-dock retention scenario involving approximately -10 feet MLLW design depth plus two feet of overdredge, and associated dredging/capping and construction assumptions. It does not price every possible safe alternative. I also attach the separate draft dredge layout, Haley & Aldrich drawing C-203, for BCDC to examine. The drawing and the February 2025 cost scenario must be identified by their individual dates and assumptions; neither should be treated as a final independent design-vessel study.

4 FINANCIAL AND CEQA RECORD. The City-PG&E settlement's initial $130 million target budget expressly included $2,289,000 for a PUBLIC FUEL DOCK, while the original settlement described a $190 million not-to-exceed framework subject to formal modification. Box 2 of the later BCDC application reports a $221,600,000 total project cost. These differing figures require an itemized reconciliation and disclosure of any executed amendments; by themselves they do not establish a violation or the current availability of the original fuel-dock allocation. The 2007 Final EIR contemplated retaining the fuel facility and renovating the boat hoist; the current proposal removes them. The responsible agencies should explicitly assess the changes under CEQA Guidelines sections 15162 and 15164.

SPECIFIC ACTION REQUESTED

1. Withhold or defer approval of Permit Application 2025.006.00 until the new DBW correspondence and the attached navigation, cost, funding, public access, and emergency-service evidence are addressed in the administrative record.
2. Obtain a site-specific, independently reviewed design-vessel and navigation study for the existing fuel dock, including one-at-a-time fueling and backing maneuvers, emergency vessels, draft, turning room, tides, currents, wind, sedimentation, and the design basis for 148.37 feet. Test 75-foot and intermediate channel widths only as alternatives subject to demonstrated safety, not as presumed compliant designs.
3. Require a transparent side-by-side cost and feasibility comparison for retaining, rebuilding, relocating, or providing operationally equivalent fuel, landing, hoist and emergency functions, using comparable remediation standards and documented assumptions about channel depths, overdredge, capping, and maintenance.
4. Request a reconciliation of the original City-PG&E budget and amendments against the $221.6 million application figure, and evidence of the availability, timing, public access, and operational equivalence of any replacement fuel dock before the existing facility is removed.
5. Require an explicit, public, evidence-based CEQA Guidelines section 15162/15164 determination comparing the 2007 EIR project to the 2026 design. I request a new or subsequent independently prepared EIR funded by the project proponents if the statutory conditions are met; if the agencies rely on Addendum 3, they should explain the substantial-evidence basis for that decision.

The supporting documents should be reviewed as source materials: the DBW correspondence is not itself a site-specific navigation approval; the channel comparison charts are illustrative; and the draft C-203 drawing is not proof of a final permitted dredging plan.

Thank you for ensuring that the Commissioners receive this information before taking action.

Respectfully submitted,
Captain Maggie Hallahan

DEPUTY DIRECTOR RAMONA FERNANDEZ

CALIFORNIA DIVISION OF BOATING AND WATERWAYS

NOV. 1, 2026 RESPONSES | RED = DBW REPLIES / BLACK = QUESTIONS

Dear Casey Caldwell and DBW Engineering Staff, (Keren Dill is on PTO)

I am requesting clarification regarding the California Division of Boating and Waterways' published design guidelines, specifically the minimum water depths required for fuel docks at California marinas.

I am reviewing two DBW publications:

1. Layout & Design Guidelines for Marina Berthing Facilities (July 2005)

- Section B2.2 — Minimum Water Depths
- Table B-1 — Minimum Channel Widths and Depths
- Table B-3 — Minimum Berth Depth

2. Layout & Design Guidelines for Boat Launching Facilities (2021)

- Section B1.1 — Minimum Fairway Depth
- Section B2.1 — Minimum Channel Depth

My reading of these documents suggests that water-depth requirements depend upon the types, lengths, and drafts of vessels using a facility, the design low-water elevation, and the intended use of the waterway.

I would appreciate DBW's technical clarification on the following questions:

1. **Minimum fuel dock depth:** Does DBW have a guideline or standard requiring all marina fuel docks to maintain a minimum depth of 10 feet below Mean Lower Low Water (MLLW)? If so, could you identify the specific provision establishing that requirement?

   DBW’s guidelines do not include the stated requirement. Typically, a selected design vessel should be used to establish the minimum navigational requirements for all areas of a marina.

2. **Vessel-specific requirements:** Do DBW's guidelines allow minimum depths to be determined by the draft and operational requirements of the vessels actually using the facility, including appropriate under-keel clearance?

   Section B of the marina design guidelines specifies minimum depth requirements, which may vary in relation to the boats that use the facility. This section also notes that additional depth may be necessary based on site

conditions. If it is determined that the draft and operational requirements of the design vessel using the facility exceed the minimum criteria, the facility should be designed accordingly.

3. **Existing fuel docks:** When an existing, operational fuel dock is repaired, renovated, or replaced, must it meet a particular uniform depth, or can its design be evaluated using site-specific conditions and the vessels it serves?

   If there is an active DBW funding agreement under which the fuel dock work is relevant, and if that agreement includes DBW's typical requirement of conformance to our marina design guidelines, that conformance would be required throughout the term of the loan agreement. The introduction to the guidelines notes that exceptions may be considered case-by-case. See also response to #1.

4. **Application of the guidelines:** How does DBW distinguish between the minimum depths specified for entrance channels, interior channels, marina berths, and fueling facilities? Are fuel docks subject to their own depth criteria?

   Fuel docks are subject to the same depth criteria as other facilities within a marina. Refer to Section B2.2. The guidelines establish the minimum criteria for navigable channels used for recreational boating; however, designers should always consider the largest vessel expected to use the facility that may exceed minimum requirements.

5. **Guidelines versus mandatory standards:** Are these documents intended as recommended engineering design criteria, or are they mandatory statewide requirements? Do they apply specifically to DBW-funded projects, or to all marina facilities regardless of funding?

   For projects that DBW funds, our marina loan agreements require conformance to our layout and design guidelines and other contractual language. However, DBW does not have regulatory or statutory authority to establish mandatory statewide requirements for marina design. Refer to the Introduction, as the manual distinguishes between recommended criteria and mandatory requirements related to safety and access. If we are consulted, we recommend using DBW guidelines.

6. **Current status of the 2005 marina guidelines:** Are the *Layout & Design Guidelines for Marina Berthing Facilities (July 2005)* still the current and

applicable DBW guidelines for California marinas? Have any sections, particularly those addressing water depths, been revised, superseded, or replaced? If so, could you provide the most current publication or technical guidance?

Updated guidelines are currently in development. The 2005 guidelines are the most current version we have published. No sections have been superseded. Specifically, the channel design criteria in Section B2 of the 2005 Design Guidelines have not changed.

7. **Change from Department to Division and DBW oversight:** When the California Department of Boating and Waterways became the Division of Boating and Waterways within California State Parks, did this organizational change alter DBW's statutory authority, engineering responsibilities, or oversight concerning marina design and water-depth guidelines? Specifically, does DBW retain the same role in establishing, interpreting, and applying minimum water-depth criteria for California marinas and fueling facilities? If these responsibilities have changed or been transferred to another agency, could you identify the relevant authority and explain the change?

   DBW did not have regulatory authority over such matters before the merge, and neither DBW nor State Parks has regulatory authority over marina water depth criteria today.

I would also appreciate knowing whether DBW has issued any additional technical standards, interpretations, or policy guidance that supersede these publications. No additional technical standards, interpretations or policy guidance have been issued to date that supersede these publications.

My goal is to understand how DBW's published guidelines should properly be interpreted and applied to existing and proposed marina facilities throughout California, and which state agency currently has responsibility for these guidelines.

I apologize for the short notice and for adding to your workload. If you could provide answers to the best of your ability by this Friday afternoon, October 30, I would greatly appreciate it. I understand that some questions may require additional research, and even a preliminary response would be very helpful.

Thank you for your time and assistance.

Best regards,

Captain Maggie Hallahan
California Boating and Waterways Commission

CALIFORNIA SMALL HARBORS | CHANNEL WIDTH EXAMPLES

50 FEET AND SMALLER

Portrait reference graphic | BCDC Agenda Item 8 | Nov. 2, 2026

Source document: California Channels (Oct. 31, 2026), pages 1-2.

SAME SCALE THROUGHOUT BOTH PAGES — Each bar shows the reported width

San Rafael Canal / Loch Lomond YC — **~30 ft**



Reported navigable route; NOT marina entrance
2002 (listed)

King Harbor / Redondo Beach — **30 ft**



Planning allowance for one vessel; NOT built channel
2025

Channel Reef Marina / Newport Beach — **35 ft**



Spacing between parallel floats; NOT bottom width
1993 cited 2007

Clipper Yacht Harbor / Sausalito — **~36 ft**



Aerially estimated Basin 4 passage; NOT entrance
2021

Vintage Marina / Channel Islands Harbor — **36 ft**



Proposed interior fairway; DBW check required
2006

Peter's Landing / Huntington Harbour — **~40 ft**



Existing gap: Dock B to southwest bulkhead
1998-99

Lower Newport Bay / Avenue B — **~40 ft**



Existing pierhead-to-buoyed-boats passage
2013

Vintage Marina / Channel Islands Harbor — **~42 ft**



Proposed fairway: BISC Dock E to Vintage Dock F
2006

MEASUREMENT TYPES DIFFER - NOT ALL ARE ENGINEERED CHANNELS

Includes existing marina passages, float gaps, fairways, theoretical single-vessel lanes, temporary clearance and proposed works. A narrower figure is not proof of safe design at Gashouse Cove.

DBW July 2005: Table B-1 gives a 75-ft guideline minimum for entrance and interior channel bottoms.

CALIFORNIA SMALL HARBORS | CHANNEL WIDTH EXAMPLES

50 FEET + SAN FRANCISCO COMPARISON

Portrait reference graphic | BCDC Agenda Item 8 | Nov. 2, 2026

Smaller-waterway examples followed by SF Marina West and East Harbors.

SAME SCALE THROUGHOUT BOTH PAGES Each bar shows the reported width

Glen Cove Marina / Vallejo **~45 ft**



Existing marina entrance through levee; USACE
2020

Fourteen Mile Slough / Village West **~45 ft**



Planned channel for barge; NOT verified as built
2019

Fisherman's Channel / King Salmon **50 ft**



Existing tidal navigation passage; Humboldt Bay
1996

Dana Point Harbor **50 ft**



One-vessel-equivalent LANE; full channel wider
2007

Newport Harbor **50 ft**



One-vessel theoretical lane; NOT dredged width
2020

Albion River / Mendocino **50 ft**



Temporary vessel clearance during construction
2007

SF Marina / West Harbor entrance **~75 ft**



Reported navigable entrance; bottom width unverified
Oct. 2026

SFRP / Gashouse Cove - East Harbor **148.37 ft**



Preliminary dredging/capping COST scenario; not DBW minimum
Feb. 2025

MEASUREMENT TYPES DIFFER - NOT ALL ARE ENGINEERED CHANNELS

Includes existing marina passages, float gaps, fairways, theoretical single-vessel lanes, temporary clearance and proposed works. A narrower figure is not proof of safe design at Gashouse Cove.

DBW July 2005: Table B-1 gives a 75-ft guideline minimum for entrance and interior channel bottoms.

GASHOUSE COVE / EAST HARBOR

FUEL DOCK OPERATIONS

One-at-a-time vessel movements and backing out after fueling

Firsthand operational observation

Captain Maggie Hallahan reports that vessels use the existing Gashouse Cove fuel dock one at a time and back out from the fueling berth after fueling before proceeding away. In that practical sense, movements immediately at the fuel dock are sequential, not simultaneous two-way passing at the berth.

OPERATING SEQUENCE - CONCEPTUAL ONLY



Why the maneuvering pattern matters to the SFRP estimate

The February 28, 2025 Haley & Aldrich/SFRPD preliminary cost exhibit depicts a channel approximately 148.37 feet wide and estimates $24.2 million of additional remediation cost under its -10-foot MLLW design-depth scenario, with a further 2 feet of overdredge.

A site-specific navigation study should consider the way boats actually approach, fuel and back out, alongside design-vessel length, beam, draft, propeller wash, wind, tides, available turning room, emergency access and traffic conflicts.

This observed operating pattern does not establish that East Harbor's entrance channel is legally designated one-way, nor does it prove that a narrower dredged channel would be safe. Backing out itself may require extra maneuvering space. The requested comparison is of safe alternatives supported by engineering calculations.

Request to BCDC

Ask SFRPD to disclose the vessel-turning and backing analysis supporting 148.37 feet, identify whether the cost geometry assumes simultaneous opposing traffic at the fueling berth, and compare safe, costed alternatives before relying on the preliminary estimate to conclude that the fuel dock cannot be preserved.

DOCUMENTARY EXHIBITS THAT FOLLOW

1. Pilot boat leaving the Gashouse Cove fuel dock after fueling - video still, link and QR code supplied by commenter.
2. SFRPD engineering cost-estimate sheet - original excerpt from Harbor Safety Committee packet (p. 41 of 79).

Pilot boat video: https://www.youtube.com/watch?v=HepZ6ZO5j8k

GASHOUSE COVE

Pilot Boat Leaving Fuel Dock After Fueling

VIDEO | Golden Gate Pilot Boat | San Francisco Marina



Video still: GOLDEN GATE pilot boat at the Gashouse Cove fuel dock.

WATCH THE VIDEO

https://www.youtube.com/watch?v=HepZ6ZO5j8k

Click the photograph or the complete blue link to view the video on YouTube.

SCAN TO WATCH

Video: IMG 7767

Source: SF Bay Maritime Youth Advocates

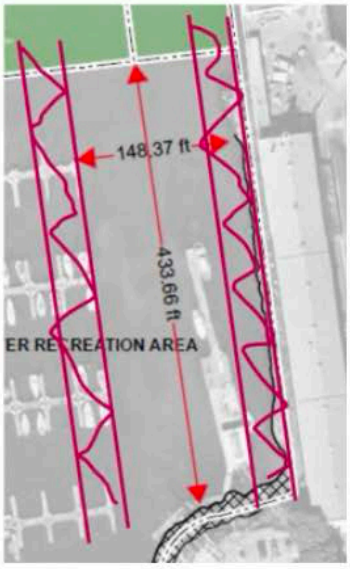
HALEY & ALDRICH, INC.
426 17th St, Ste 700
Oakland, CA 94612
510.879.4544

At the request of the City of San Francisco Rec and Park Department (SF RPD), Pacific Gas & Electric's (PG&E's) environmental remediation design contractor, Haley & Aldrich, performed preliminary analysis to estimate additional remediation costs for two proposed fuel dock locations (existing East Harbor location and Location F). Two marina depth options provided by SF RPD were evaluated for each potential location to accommodate fuel dock traffic, -10 foot (ft) mean lower low water (MLLW) and -12 ft MLLW, each with a 2-ft overdredge allowance. The proposed design for the renovated marina without a fuel dock in the East Harbor is -8 ft MLLW in the berthing area and -10 ft MLLW in the channel area.



Based on cost estimates provided by PG&E's remediation contractors with dredging and capping experience in the San Francisco Bay area, Haley & Aldrich developed preliminary costs for the primary remedial activities below:

- Environmental dredging and disposal unit costs
- Placement of engineered cap unit costs
- Labor charges to complete environmental dredging/engineered capping and associated environmental regulation, safety, quality control and permitting compliance



<u>Preliminary Estimate: Additional Remediation Cost to Achieve Marina Design Depths – Fuel Dock in Existing East Harbor Location:</u>

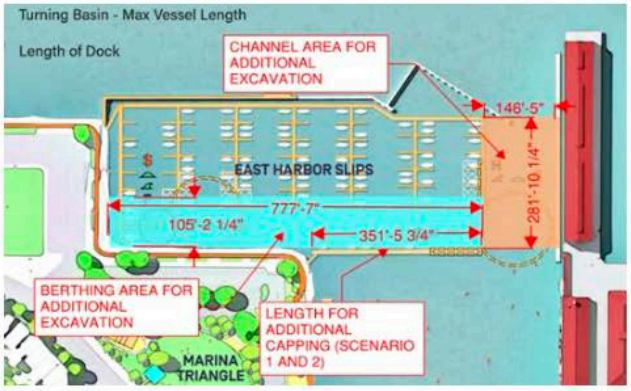
To allow for the fuel dock to remain in the existing location, the estimated remediation cost increase for the two Marina design depths includes:

- For -10+2 ft MLLW design depth: $24.2 million
  - Dredge 23,300 cubic yards (cy; $5.7 million), including an additional 3 ft of dredging to allow for placement of an engineered cap to protect against propeller wash erosion
  - Place 88,100 square feet of engineered cap along the bottom and side slopes ($2.1 million)
  - Adds 10 weeks of dredging and 9 weeks of capping ($16.4 million)
- For -12+2 ft MLLW design depth: $28.5 million
  - Dredge 29,500 cy ($7.2 million)
  - Place 92,700 square feet of engineered cap along bottom and side slopes ($2.3 million)
  - Adds 12 weeks of dredging and 10 weeks of capping ($19 million)

<u>Preliminary Estimate: Additional Remediation Cost to Achieve Marina Design Depths – Fuel Dock in Location F</u>

To install the fuel dock at location F, the preliminary estimated remediation costs increase for the two Marina design depths includes:

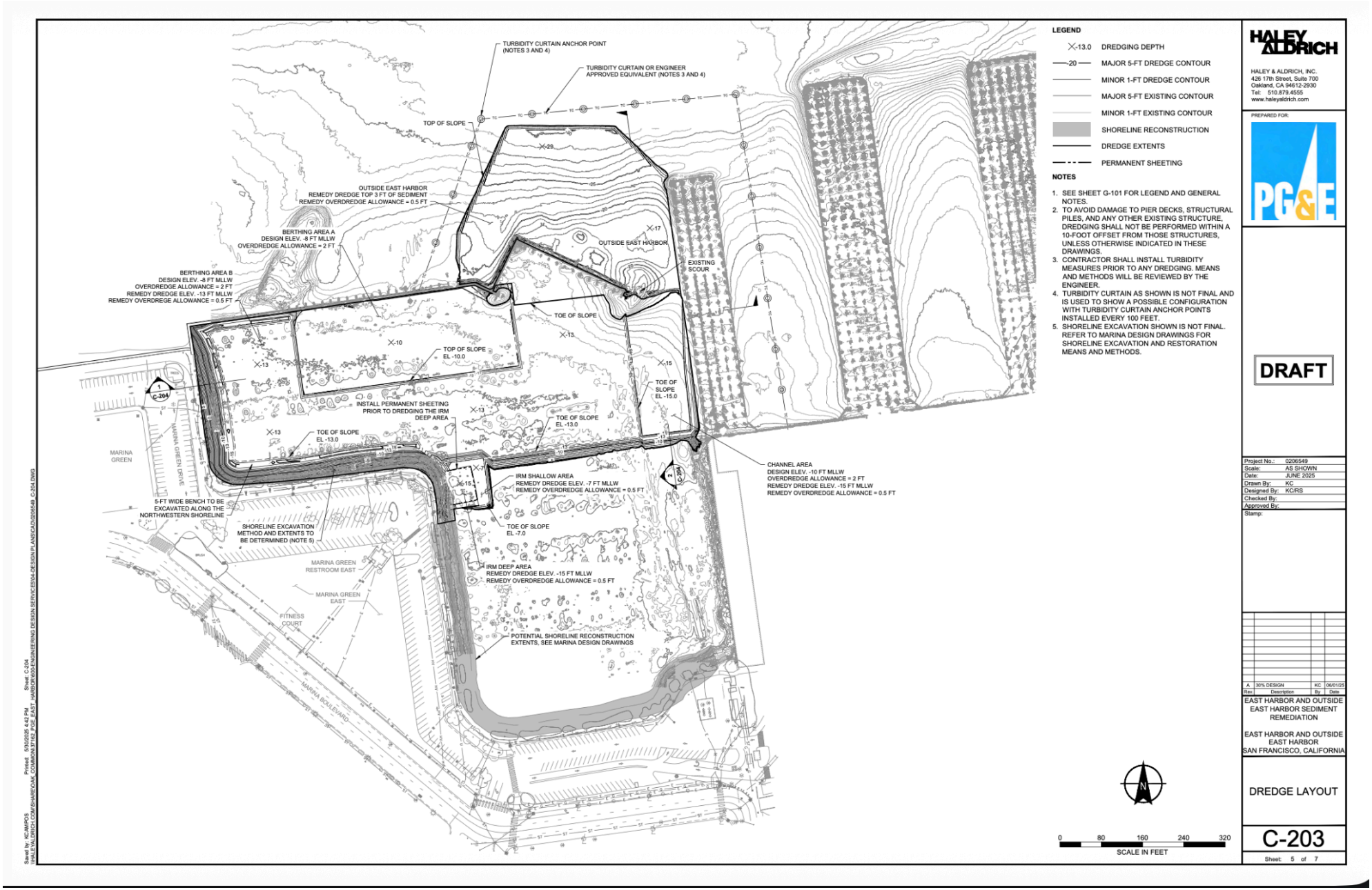
- For -10+2 ft MLLW design depth: $4.5 million
  - Dredge 6,400 cy ($1.6 million)
  - Cap additional 2,100 square feet (sf) along the slope to the shallow water recreation area ($0.05 million)
    - Note that the current design and costs include capping in the berthing area
  - Adds 3 weeks of operations ($2.8 million)
- For -12+2 MLLW design depth: $9.5 million
  - Dredge 15,100 cy ($3.7 million)
  - Cap additional 6,000 sf along the slope to the shallow water recreation area ($0.15 million)
    - Note that the current design and costs include capping in the berthing and channel areas
  - Adds 6 weeks of operations ($5.6 million)



Prepared by BColeman/KCampos on 2/28/2025

www.haleyaldrich.com

EXHIBIT E | HALEY & ALDRICH DRAFT DREDGE LAYOUT · C-203



Drawing supplied by commenter; marked DRAFT. Review with complete drawing set and current project plans.

INTRODUCTION

The primary purpose of the Layout and Design GUIDELINES for Marina Berthing Facilities is to provide technical assistance and direction in the planning, design and construction of marina berthing facilities funded under the various Local Assistance and Capital Outlay Programs administered by the Department of Boating and Waterways, Resources Agency, State of California. The GUIDELINES address typical conditions and are not intended to be all inclusive or absolute. Unique site conditions and circumstances may require special analysis, applications and design considerations not addressed herein.

The information in the GUIDELINES is useful for recreational boating facility issues in general, and will be helpful to anyone involved in the development of both new and altered boating facilities.

The GUIDELINES do not address site selection considerations for proposed new marinas, site considerations for expansion of existing ones, environmental practices, fish cleaning stations, boat engine oil recovery facilities, recycling, or permitting issues. Those matters are beyond the scope of this document.

In the presentation of layout and design criteria, the following convention is used:

- criteria printed in “standard type” are recommended general criteria; and
- criteria printed in “***bold italics***” are mandatory minimum safety or barrier-free access criteria.

It is recognized that in certain isolated instances, the application of mandatory minimum safety and accessibility criteria may not be feasible, desirable or even possible. A better alternative may exist that will not jeopardize safety or accessibility, and is judged to be equal to or better than the mandatory criteria presented herein. Deviations from the mandatory minimum criteria will be considered on a case-by-case basis jointly by the project owner, staff of the Department of Boating and Waterways, and the permitting agency(s) issuing the building permit(s). Individual project owners/operators will bear the responsibility to clearly document the rationale for any deviation(s).

It is not intended that deviations from either the recommended general criteria or the mandatory minimum safety and access criteria be used to justify wholesale departures from the advice, direction, experience and criteria presented herein. To varying degrees, the GUIDELINES represent the collective experience and wisdom of boaters, harbor masters, manufacturers, material suppliers, designers, engineers, consultants,

SECTION B
WATER AREAS

B1. General

B1.1 The design depths and widths of various water areas within a recreational boat marina must take into consideration the sizes and types of boats expected to use the marina, wave action, currents, water level fluctuations, levels of seasonal boat traffic, silt deposition rates and anticipated frequencies of dredging in order to maintain the minimum design depths over projected dredging intervals, usually measured in years. Recommended design depths are exclusive of site-specific requirements for additional depths necessary to store estimated silt accretion that occurs between scheduled dredging intervals.

B2. Channel Design Criteria

B2.1 Design depths for a specific marina must be based on a design low water elevation established on the basis of a low water datum for the area or reliable long-term extreme low water data obtained from federal, state and local water authorities. Such information should include low tide levels, lowest recorded water depths, etc., in salt water or fresh water locations as required.

B2.2 Required minimum depths below design low water must be objectively determined on the basis of the type (power or sail), length and draft of the boats expected to be berthed in a marina, or specific sections within a larger marina.

The table below provides minimum water depths below design low water, but does not address additional depths that may be necessary for silt deposition storage between periodic dredging operations.

Table B - 1 Minimum Channel Widths and Depths

Channels: ➜	Entrance Channel	Interior Channel
Minimum Bottom Width:	75 ft	75 ft
Minimum Depth Below Design Low Water:	3 ft below deepest draft boat or 5 ft, whichever is greater	2 ft below deepest draft boat or 4 ft, whichever is greater

B3. Fairway Design Criteria

Table B - 2 Minimum Fairway Widths and Depths

Fairways ➜	Without Side-Ties	With Side-Ties
Minimum Width	1.75 L_b L_b = length of longest berth ***perpendicular*** to the fairway.	1.50 L_{bb} L_{bb} = length of longest boat side-tied ***parallel*** to fairway.
	If boats longer than the berths will be allowed to overhang into the fairway, L_b should be considered to be the length of the boats.	The minimum width of the fairway does not include the width of the side-tie berth. See Tables B - 5 and B - 6 for powerboat and sail boat berth widths.
Minimum Depth	Same as for Interior Channels See Table B - 1	

B4. Berth Design Criteria

B4.1 Berth Length and Water Depth

Table B - 3 Minimum Berth Depth

Berth Length (feet)	Minimum Berth Water Depth (feet)	
	Powerboats	**Sailboats**
Up to 45 ft	6 ft	6 ft
Up to 55 ft	8 ft	8 ft
Up to 65 ft	8 ft	10 ft
Over 65 ft	Site Specific Determination	

B4.1.1 The values shown in Table B - 3 reflect only the minimum depth requirements for berths of various length ranges. These minimum water depths must be applied with reference to site specific historic low water level data such as tide tables for coastal marinas, and hydrographic records for river and lake marinas.

C

B4.1.2 For the purpose of these guidelines, the berth length is considered to be the actual length of the dock or pier that defines the berth, i.e. the length of fingerfloats.

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that the City is required under CEQA to retain discretion to modify the Project or adopt mitigation measures to address identified significant environmental impacts, select an alternative identified during the environmental review process, or disapprove the Project if the environmental impacts are not outweighed by the economic and social benefits of the Project.

2.2 PG&E Approvals.

The City and PG&E each understands and agrees that this settlement, including all terms of this Settlement Agreement is contingent upon approval by PG&E's Executive Management as outlined in its governance policies.

2.3 City Approvals.

The City and PG&E each understands and agrees that this settlement, including all terms of this Settlement Agreement, is contingent upon the formal adoption of a resolution authorizing the settlement and Settlement Agreement by the San Francisco Board of Supervisors acting in its sole discretion.

Article 3 CONSIDERATION

3.1 Settlement Amount.

The Not-to-Exceed Settlement Amount of $190M includes a (1) Target Budget Amount of $130M, (2) Contingency Amount of $30M, and (3) Excess Contingency Amount of $30M. If Project Costs are projected to rise above the Target Budget Amount, Project scope elements may be removed, or value engineering options considered, by mutual agreement of the Parties as set forth in the Project Management Plan. Attached hereto as Appendix B (Project Budget) is a table setting forth the Parties' best estimate of the initial allocation of costs within the Target Budget Amount.

3.2 Cost Sharing.

Project Costs up to $160M will be shared on a 91%/9% basis. PG&E is responsible for 91% (up to $145.6M) and the City is responsible for 9% (up to $14.4M). Project Costs above $160M and below $190M will be shared on a 50%/50% basis. All Project Costs will be initially funded by PG&E with the City's share reimbursed as detailed in Section 3.3. In no event short of the Parties agreeing to a formal modification of this Agreement shall the City be obligated to pay costs in excess of $29.4M. In no event, short of the Parties agreeing to a formal modification of this Agreement shall PG&E be obligated to pay costs in excess of $160.6M.

3.3 City Repayment Share.

Within 90 days of receipt and payment of all Project Costs, the Parties shall jointly determine the total amount of Project Costs that City must pay PG&E under Section 3.2 and Section 3.4.1 (the "Repayment Amount"), and prepare a schedule for City's payment thereof. The Repayment Amount will be payable solely out of Marina revenues. The payment schedule shall assume regular annual installments based on zero interest over a 30-year repayment term, with the annual installment amount calculated by dividing the total Repayment Amount by 30. The first payment shall be due beginning after the third year after the Recreation and Park Department regains beneficial occupancy of the Site. The City may pre-pay the Repayment Amount at any time. In the event City has not paid the full Repayment Amount by the end of the 30-year repayment term, interest shall

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accrue on the unpaid amount as determined by the then-prevailing pre-judgment interest rate set per the California Civil Code.

3.4 Adjustments to Target Budget and Use of Contingency.

3.4.1 Informal Budget Adjustment – Up to $190M.

The Project Budget set forth in Appendix B may be adjusted up or down as mutually agreed by the Parties within the Not-to Exceed Settlement Amount of $190M without a formal modification to this Agreement. Any increase above the Target Budget ($130M) shall first use the Contingency Amount and then the Excess Contingency Amount as the Project is implemented. Any Project Budget increase above $160M requires written approval of both the Recreation and Park Department General Manager and the PG&E Director of Environmental Remediation. Appendix A will be amended accordingly to reflect mutually agreed changes in project elements and budget adjustments and to reflect the current Project Budget.

3.4.2 Formal Budget Adjustments – Above $190M

Any Project Budget adjustment that exceeds $190M requires a formal modification, executed in accordance with City requirements and PG&E governance policies. Neither Party is obligated to enter into contracts, including contract change orders, and amendments that will cause the Project Budget to exceed $190M, regardless of Project status. In the event a proposed contract, contract change order or contract amendment for the Project will cause the Project Budget to exceed $190M, the Parties shall work together to reduce the proposed contract scope and budget such that the Project Budget does not exceed $190M. Should the Parties mutually agree to execute a formal modification to this Agreement to increase the Project Budget beyond $190M, the Parties will also provide for cost sharing of such increase.

3.4.3 Project Suspension

If Project Costs are projected to rise above $190M at any time before receipt of all final Project construction bids, either Party may temporarily suspend the Project. Upon suspension, the Parties shall work together to reduce the Project scope and budget so that Project Costs do not exceed $190M. Neither Party is obligated to agree to a Project Budget exceeding $190M.

3.4.4 Project Guarantee and Financial Assurance

Within 180 days of Execution of this Agreement by both Parties, PG&E will guarantee 91% of the initial project budget of $160M plus 50% of the $30M Excess Contingency (collectively, the "Guarantee Amount"). PG&E may provide the Guarantee using financial mechanisms of its choice, subject to City approval which shall not be unreasonably withheld, and the costs of securing the Guarantee shall be a Project Cost. Should the Regional Water Quality Control Board - San Francisco Bay Region (SFRWQCB) require financial assurances in any Order it issues to PG&E for remediation of the East Harbor, the financial assurances provided by PG&E to the SFRWQCB under the Order shall be considered a City approved financial mechanism, the amount of such financial assurances shall be credited towards the Guarantee Amount, and their cost shall be a Project Cost. The Guarantee Amount shall be adjusted annually as Project Costs are spent. The City may waive all or any portion of the Guarantee during the course of the Project at its sole discretion. No Guarantee shall be required after completion of Project construction.

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ATTACHMENT A
(Initial) Project Budget

TASK		ESTIMATE
1	PRE-CONSTRUCTION PROGRAM MANAGEMENT	3,523,000
2	CEQA/REGULATORY COMPLIANCE	4,450,000
3	PUBLIC FUEL DOCK	2,289,000
4	EAST HARBOR REMEDIATION	67,961,000
5	EAST HARBOR RENOVATION, PUBLIC ACCESS AND RECREATIONAL AMENITIES	23,897,000
6	WEST HARBOR BREAKWATER AND MARINA IMPROVEMENTS	27,880,000

TARGET BUDGET AMOUNT $130,000,000

Box 2

Total Project and Site Information

(must be completed by all applicants)

a. Project Street Address: Multiple addresses

b. City, County, Zip: City and County of San Francisco, 94123

c. Assessor's Parcel Number(s): 0900/003, 0409/002, 0410A/001, 0410/001

d. Latitude: 37°48'30.32"N Longitude: 122°26'8.54"W

e. Previous BCDC permit number(s) for work at this site: N/A

f. Project Name: San Francisco Marina Improvement and Remediation Project

g. Brief Project Description: The Project will remediate contaminated sediments and upgrade marina facilites, breakwaters, and shoreline areas to improve water quality, navigation, and public access.

h. Date work is expected to begin: 04/01/2027

Date work is expected to be completed: 08/31/2029

i. Total Project Cost: $ $221,600,000.00

j. Length of shoreline on the project site: Approximately 5,220 feet

k. Length of shoreline at adjacent property owned or controlled by the applicant: 1,500 (under City and County of SFRPD) immediately west of the project site along Marina Green feet

l. Approximate size of project site within BCDC's "shoreline band" jurisdiction: 270,618 square feet

m. Approximate size of project site within BCDC's "Bay" or "certain waterway" jurisdiction: 2,210,649 square feet

n. Approximate size of project site within BCDC's managed wetland or salt pond jurisdiction: 0 square feet

o. Approximate size of project site within the Suisun Marsh: 0 square feet

p. Approximate size of project site outside of BCDC's jurisdiction 248,210 square feet

q. Approximate total size of project site (including areas outside BCDC's jurisdiction): 2,729,477 square feet

r. Area of total project site reserved for non-public access uses: 152,116 square feet

s. Area of total project site reserved for public access: 2,577,361 square feet

t. Does the project involve development within the primary management area of the Suisun Marsh?

☐ Yes ☑ No

If "Yes," provide any relevant duck club number(s): N/A

Commenter-supplied screenshot of the project application. Full application not included.

TABLE 1
PROPOSED WATERSIDE IMPROVEMENTS

Element	Existing Conditions	Proposed Project Improvements
West Harbor		
Outer Basin Breakwater	North jetty, about 2,200 feet long	Add 150-foot-long breakwater perpendicular to existing north jetty (either sheetpile or rock). [4] Add 200-foot-long breakwater perpendicular to Marina Green seawall at south side of basin (either sheetpile or rock). For rock breakwaters only, this would result in placement of 10,000 to 15,000 square feet of new fill below mean high tide [MHT]). Sheetpile would require substantially less. [4]
Inner Basin Breakwater	Breakwaters (moles) at foot of Scott Street. North-south breakwater: 150 linear feet. East-west breakwater: 450 linear feet	Remove entire north-south breakwater, shorten east-west breakwater by about 375 linear feet. (This would result in the removal of 12,000 cubic yards/16,000 square feet of existing fill below MHT.) [17]
Revetments	2,200-foot-long north jetty (protected with riprap along shoreline)	Add filter fabric and reposition existing riprap along 350 linear feet of shoreline on the south side only of the north jetty. [15]
Boat Services	One sewage pumpout	Renovate existing pumpout and add one new, resulting in 2 oily water and 2 sewage pumpout facilities, same area. [1]
Public Access	Guest dock	Construct an enlarged replacement guest dock and add a hand boat launch. [7]
Dredging	Dredging is done periodically as part of marina maintenance (the West Harbor was last dredged in 2001).[a]	Maintenance dredge 87,000 cubic yards under existing maintenance dredging permit issued by the U.S. Army Corps of Engineers.
East Harbor		
Breakwater	600-foot-long concrete and 250-foot-long sheetpile breakwater	Add 450-foot-long by 15- to 20-foot-wide floating breakwater (wave attenuation structure) adjacent to Fort Mason Pier 1. (This would result in the placement of 200 square feet of new fill below MHT.) [6]
Revetments	About 1,550 linear feet of shoreline riprap	Add new filter fabric and reposition existing riprap along 350 linear feet of shoreline. [16]
Boat Services	Boat hoist	Renovate boat hoist. [8]
	One sewage pumpout	Refurbish sewage pumpout facility (to include capacity for oily wastewater). [1]
	Boat sales and fuel concession	Sales and fuel facility to remain. [19]
	Used oil and oil-filter recycling kiosk	Recycling kiosk to remain. [20]
Public Access	None	Install public-access dock with hand boat launch and guest dock. [7] Construct public-access path along 600 linear feet of existing breakwater. [14]
Dredging	The East Harbor was last dredged in 1989.	New dredging of approximately 94,000 cubic yards; additional sediment sampling and testing would be required before a permit for dredging and disposal could be obtained. Place engineered cap of clean sandy fill (about 51,500 cubic yards). Exact amounts of dredge and cap materials could change in compliance with regulatory directives.

The bracketed numbers following the proposed project components in Table 1 correspond to the numbers shown on Figure 3.

MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION
10 Commodore Drive
Emeryville, CA 94608
phone: (415) 441-6600
fax: (415) 441-1025
website: www.sfmx.org
email:

June 17, 2026

Executive Director Larry Goldzband
San Francisco Bay Conservation and Development Commission (BCDC)
375 Beale Street, Suite 510
San Francisco, CA 94105

Re: Gashouse Cove Fuel Dock and San Francisco Bay Maritime Resiliency

Dear Executive Director Goldzband:

The Harbor Safety Committee of the San Francisco Bay Region (Committee) submits this letter to express serious concerns regarding the proposed closure of the Gashouse Cove gasoline and diesel fuel dock as part of the San Francisco Marina Improvement and Remediation Project.

The Committee supports environmental remediation within East Harbor. Environmental remediation and preservation of critical maritime infrastructure can occur at the same time. The proposed removal of the Gashouse Cove fuel dock raises concerns about emergency preparedness, navigation safety, maritime resiliency, and public access to San Francisco Bay. Materials reviewed by the Committee and discussions with emergency responders, marina operators, San Francisco Bar Pilots, and maritime stakeholders support those concerns.

The San Francisco Police Department (SFPD) Marine Unit confirmed the SFPD, San Francisco Fire Department (SFFD), and United States Coast Guard (USCG) use the Gashouse Cove fuel dock for emergency response operations, vessel boardings, medical evacuations, and other public safety missions San Francisco Bay. The Bay Area continues to lose publicly accessible marine fuel facilities, particularly gasoline fueling infrastructure.

The San Francisco Bar Pilots rely on marine fuel access near the Golden Gate Bridge to fulfill their statutory and regulatory responsibilities and maintain operational readiness. Significant sedimentation and the lack of dredging over several decades can make the Clipper Yacht Harbor fuel dock in Sausalito effectively unnavigable during low tides, and the East Bay fuel facilities are too far away to support emergency response and operational needs in the Central Bay and Golden Gate Bridge area.

Project teams have conducted remediation projects in San Francisco Bay while adjacent maritime operations remained active. During recent remediation work near SF Pier 41½ ferry operators continued service within approximately ten meters of active remediation areas. The project demonstrated that environmental remediation and maritime operations can safely coexist when operators implement appropriate environmental and operational controls.

Project teams commonly use perimeter float containment systems, turbidity barriers, and phased construction methods to maintain maritime operations during remediation projects. During discussions with San Francisco Recreation and Park Department (SFRPD) staff, Committee members heard two primary concerns about continuing fuel dock operations during remediation: crowding within the work area and increased project costs. SFRPD also included approximately $25 million in its estimate for dredging a 145-foot-wide access channel to the fuel dock and the engineered cap, even though the fuel dock currently operates without dredging and has remained functional for 38 years.

SFRPD did not establish to the Committee's satisfaction that continued operation of the fuel dock during remediation would be infeasible, even though remediation activities would occur approximately 167 meters from the fuel dock. Information reviewed by the Committee, including discussions with RWQCB staff, indicates SFRPD could keep the existing fuel dock operational during remediation while still meeting environmental protection requirements.

The Committee requests BCDC exercise its oversight authority over waterfront redevelopment, marina modifications, changes to water-dependent uses, and Bay Plan policies by rejecting the San Francisco Marina plans in their current form. The current proposal does not preserve essential maritime infrastructure and public trust maritime uses, including marine fuel access, continued operation of the only public boat lift in San Francisco, continued operation of the only touch-and-go dock in northern San Francisco, blue-collar boating access, and dedicated areas supporting maritime safety training and youth maritime education.

MARINE EXCHANGE OF THE SAN FRANCISCO BAY REGION
10 Commodore Drive
Emeryville, CA 94608
phone: (415) 441-6600
fax: (415) 441-1025
website: www.sfmx.org
email:

The Committee also requests BCDC carefully evaluate the maritime safety and resiliency impacts associated with permanently removing the Gashouse Cove fuel dock. The evaluation should determine whether continued operation during portions of the remediation process, or preservation of equivalent centrally located fuel access, would better support the Bay's public trust and maritime uses.

The Committee requests a written response before the next regularly scheduled Committee meeting on July 9, 2026, so Committee members can include BCDC's response and perspective in their continuing review and discussion of this matter.

Please direct any questions regarding this correspondence to the Committee at

Respectfully,

Frederick Scott Humphrey
Chairman, Harbor Safety Committee of the San Francisco Bay Region

CC: Daniel Lurie, Mayor, City and County of San Francisco
Sarah Madland, Director, San Francisco Recreation and Park Department
Kathleen Anderson, President, San Francisco Recreation and Park Commission
Gail Gilman, President, San Francisco Port Commission
Eileen White, Executive Officer, San Francisco Bay Regional Water Quality Control Board
Captain Jarod Toczko, Captain of the Port, USCG Sector San Francisco
San Francisco Police Department (SFPD) Marine Unit
San Francisco Fire Department (SFFD)
San Francisco Bar Pilots
Certified Unified Program Agencies (CUPAs)
California Governor's Office of Emergency Services (Cal OES)
CalFire Office of the State Fire Marshal
Harbor Safety Committee Members

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FILE NO. RESOLUTION NO.

[Settlement of Unlitigated Claim - Pacific Gas & Electric Company - Not to Exceed $190 million]

Resolution approving settlement of the City's claims against Pacific Gas & Electric Company ("PG&E") concerning environmental pollution at the Marina East Harbor; City to dismiss claims against PG&E pursuant to cost-sharing agreement whereby PG&E and City will cooperate on the environmental cleanup and reconstruction of the Marina Yacht Harbor; PG&E to pay up to $190 million toward the cleanup and reconstruction, with the Recreation and Park Department to repay PG&E up to $29.4 million over 30 years solely out of Marina revenues; other material terms include possible recording of land use covenants, mutual indemnity, and each party to bear its own legal costs.

WHEREAS, on January 18, 2001, the City commenced an action entitled *City and County Of San Francisco v. Pacific Gas & Electric Company, et al.,* No. C 01-0316 SBA, United States District Court, Northern District of California, against PG&E, arising out of the presence of the chemical compounds at the East Harbor Marina in San Franciso; and

WHEREAS, on June 2, 2004, the court dismissed the action without prejudice, in order to allow the PG&E and the City to negotiate a settlement for the investigation and cleanup of pollution at the site; and

WHEREAS, from 2004 through 2020, the parties entered into a series of cost sharing agreements enabling them to work together to develop a solution for site cleanup and reconstruction; and

WHEREAS, PG&E has now agreed to a settlement of the matter, calling for City to issue a full and final release of its claims against PG&E regarding the pollution at the site, in exchange for PG&E funding the parties to jointly perform the planning, outreach, design,

environmental review, permitting, and construction of a potential project to clean up and reconstruct the East Harbor and the adjoining West Harbor, with the intention of addressing environmental remediation concerns, promoting environmental stewardship, and providing the public with increased recreational opportunities and water access amenities, all in a financially sustainable and holistic manner; and

WHEREAS, the settlement requires PG&E to pay up to $190 million ("not-to-exceed Settlement Amount") in project costs and provide financial assurances for the project, and for the Recreation and Park Department to reimburse PG&E up to $29.4 million in project costs at zero interest on a 30-year term beginning three years after project completion; and

WHEREAS, the Recreation and Park Department reimbursement to PG&E shall be payable solely out of Marina revenues, and City will not be required to appropriate general fund dollars for the repayment in the event Marina revenues are insufficient to cover the reimbursement; and

WHEREAS, the Recreation and Park Commission has recommended settlement; and

WHEREAS, the settlement does not obligate the City to approve a project at the Site, and any decision regarding a potential project shall be subject to environmental review under the California Environmental Quality Act and further regulatory and City approvals as required by law following completion of planning and design of plans for the Site; now, therefore, be it

RESOLVED, that pursuant to Administrative Code, Section 10.24(b), the Board of Supervisors hereby authorizes the City Attorney to settle the action, with PG&E financing the project based on a not-to-exceed Settlement Amount of $190 million, and the City repaying PG&E up to $29.4 million solely out of Marina revenues at no interest on a 30 year term beginning three years after project completion. Other material terms include dismissal of the action with prejudice, mutual indemnity, and each party to bear its own legal costs; and be it

FURTHER RESOLVED, that the Board of Supervisors authorizes the Recreation and Park Department General Manager to enter into any modifications and amendments to the settlement agreement, including to any of its exhibits, and authorizes the General Manager to execute further agreements related to the settlement, including land use covenants that may need to be recorded against the site by the Department of Real Estate in connection with the approval of the site cleanup, that the General Manager determines in consultation with the City Attorney are in the best interests of the City and do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the settlement or this Resolution, and are in compliance with all applicable laws, including the City's Charter.

APPROVED:

DENNIS J. HERRERA
City Attorney

/s/
RONALD P. FLYNN
Chief Deputy City Attorney

RECOMMENDED:

RECREATION AND PARK DEPARTMENT

DocuSigned by:
AF27F6596709494...
Phil Ginsburg
General Manager

APPROVED:

ASHLEY SUMMERS
Secretary, Recreation and Park Commission

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EXECUTION COPY

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

Case Name: **City And County of San Francisco v. Pacific Gas and Electric Company, *et al.*, No. C 01-0316 SBA, United States District Court, Northern District of California**

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SETTLEMENT AGREEMENT

This Settlement Agreement is made effective as of the last day of execution of this document by and between the following Parties (collectively "Parties"):

1. Plaintiff City and County of San Francisco, by and through its Recreation and Parks Department ("City"); and
2. Defendant Pacific Gas and Electric Company ("PG&E");

RECITALS

WHEREAS, the City owns and operates a public park and recreational marina at the Marina East Harbor and the Marina West Harbor (collectively "Marina Yacht Harbor" or "Site"); and

WHEREAS, PG&E and others previously owned and operated a coal gasification plant in the vicinity of the Site that produced materials which may be found at the East Harbor Marina, and elevated concentrations of chemical compounds including polycyclic aromatic hydrocarbons have been discovered in subsurface soils and sediments underlying the East Harbor Marina; and

WHEREAS, on January 18, 2001, the City commenced an action entitled *City and County Of San Francisco v. Pacific Gas & Electric Company, et al.*, No. C 01-0316 SBA, United States District Court, Northern District of California ("Action"), against PG&E, arising out of the presence of the chemical compounds at the East Harbor Marina; and

WHEREAS, on June 2, 2004, the court in the Action entered an order dismissing the Action without prejudice, in order to allow the Parties to attempt to carry out a settlement related to the investigation and cleanup of the chemical compounds at the East Harbor Marina; and

WHEREAS, the Parties previously agreed to a nonbinding Term Sheet that sets forth the elements of a proposed Settlement, and provided the basis for continued negotiations, which culminated in this final Settlement Agreement;

WHEREAS, the Parties have previously entered into a series of interim Cost Sharing Agreements, while they reserve their rights to assert their respective positions concerning the Action, the most recent of which is attached hereto as Appendix C ("ICSA") and incorporated herein by reference; and

WHEREAS, the City and PG&E now wish to settle and dismiss the Action;

WHEREAS, as part of the settlement the Parties desire to jointly work on the planning, outreach, design, environmental review, permitting, construction, and completion of a project at the Site that will address environmental remediation concerns, enable environmental stewardship, and provide the public with increased recreational opportunities and water access amenities, all in a financially sustainable and holistic manner ("Project"); and

WHEREAS, as a part of this settlement PG&E has agreed to fund the Project up to a certain amount ("Not-to-Exceed Settlement Amount") and provide required Financial Assurance to the Water Board for the Project as required by that agency pursuant to California regulations, and the City has agreed to repay a portion of the Not-to-Exceed Settlement Amount, pursuant to the terms set forth herein;

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WHEREAS, this settlement is the compromise of disputed claims and is not to be construed as an admission of liability on the part of PG&E, which expressly denies any such liability;

WHEREAS, PG&E and City understand and acknowledge this settlement agreement is subject to all requisite final City and PG&E approvals, including approval by the San Francisco Recreation and Park Commission, the San Francisco Board of Supervisors, and PG&E Executive Management, each acting in its sole discretion;

NOW, THEREFORE, in consideration of the foregoing Recitals, the promises and mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PG&E agree as follows:

Article 1 DEFINITIONS

(1) "Agreement" means this Settlement Agreement, including all attached and associated appendices, including but not limited to Appendix A ("Project Management Plan"), Appendix B ("Project Budget"), as each may be formally or informally amended.

(2) "Project" means the joint planning, outreach, design, environmental review, permitting, construction, and completion of a project at the Site that will address environmental remediation concerns, enable environmental stewardship, and provide the public with increased recreational opportunities and water access amenities, all in a financially sustainable and holistic manner.

(3) "Project Budget" means allocation of the Not-To-Exceed Settlement Amount described in Section 3.1 as agreed upon by the Parties, with estimated expenditures detailed in Appendix B; the Project Budget may be informally amended by the Parties without a formal modification of this Agreement in accordance with the Project Management Plan and Section 3.4, if the informal modification does not change the Not-to-Exceed Settlement Amount; any change to the Not-to-Exceed Settlement Amount requires a formal modification in compliance with City requirements and PG&E governance policies.

(4) "Project Costs" are the necessary costs mutually agreed to by the Parties in accordance with this Agreement to achieve Project completion.

(5) "Project Management Plan" refers to the plan for how the Parties will jointly manage and execute the Project, as set forth in Section 5.4. The current version of the Project Management Plan is attached as Appendix A and may be amended informally as mutually agreed by the Parties

Article 2 CONDITIONS OF SETTLEMENT

2.1 Environmental Review

The City and PG&E acknowledge that further development and design are necessary to identify the actions and activities necessary to implement the Project in a manner that achieves all necessary environmental approvals, including but not limited to the California Environmental Quality Act (CEQA) and, if applicable, the National Environmental Policy Act (NEPA). The Parties mutually agree to work together to achieve all necessary Project environmental reviews and approvals. The Parties acknowledge that the Project may change as a result of the environmental review, and

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that the City is required under CEQA to retain discretion to modify the Project or adopt mitigation measures to address identified significant environmental impacts, select an alternative identified during the environmental review process, or disapprove the Project if the environmental impacts are not outweighed by the economic and social benefits of the Project.

2.2 PG&E Approvals.

The City and PG&E each understands and agrees that this settlement, including all terms of this Settlement Agreement is contingent upon approval by PG&E's Executive Management as outlined in its governance policies.

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The City and PG&E each understands and agrees that this settlement, including all terms of this Settlement Agreement, is contingent upon the formal adoption of a resolution authorizing the settlement and Settlement Agreement by the San Francisco Board of Supervisors acting in its sole discretion.

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The Not-to-Exceed Settlement Amount of $190M includes a (1) Target Budget Amount of $130M, (2) Contingency Amount of $30M, and (3) Excess Contingency Amount of $30M. If Project Costs are projected to rise above the Target Budget Amount, Project scope elements may be removed, or value engineering options considered, by mutual agreement of the Parties as set forth in the Project Management Plan. Attached hereto as Appendix B (Project Budget) is a table setting forth the Parties' best estimate of the initial allocation of costs within the Target Budget Amount.

3.2 Cost Sharing.

Project Costs up to $160M will be shared on a 91%/9% basis. PG&E is responsible for 91% (up to $145.6M) and the City is responsible for 9% (up to $14.4M). Project Costs above $160M and below $190M will be shared on a 50%/50% basis. All Project Costs will be initially funded by PG&E with the City's share reimbursed as detailed in Section 3.3. In no event short of the Parties agreeing to a formal modification of this Agreement shall the City be obligated to pay costs in excess of $29.4M. In no event, short of the Parties agreeing to a formal modification of this Agreement shall PG&E be obligated to pay costs in excess of $160.6M.

3.3 City Repayment Share.

Within 90 days of receipt and payment of all Project Costs, the Parties shall jointly determine the total amount of Project Costs that City must pay PG&E under Section 3.2 and Section 3.4.1 (the "Repayment Amount"), and prepare a schedule for City's payment thereof. The Repayment Amount will be payable solely out of Marina revenues. The payment schedule shall assume regular annual installments based on zero interest over a 30-year repayment term, with the annual installment amount calculated by dividing the total Repayment Amount by 30. The first payment shall be due beginning after the third year after the Recreation and Park Department regains beneficial occupancy of the Site. The City may pre-pay the Repayment Amount at any time. In the event City has not paid the full Repayment Amount by the end of the 30-year repayment term, interest shall

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accrue on the unpaid amount as determined by the then-prevailing pre-judgment interest rate set per the California Civil Code.

3.4 Adjustments to Target Budget and Use of Contingency.

3.4.1 Informal Budget Adjustment – Up to $190M.

The Project Budget set forth in Appendix B may be adjusted up or down as mutually agreed by the Parties within the Not-to Exceed Settlement Amount of $190M without a formal modification to this Agreement. Any increase above the Target Budget ($130M) shall first use the Contingency Amount and then the Excess Contingency Amount as the Project is implemented. Any Project Budget increase above $160M requires written approval of both the Recreation and Park Department General Manager and the PG&E Director of Environmental Remediation. Appendix A will be amended accordingly to reflect mutually agreed changes in project elements and budget adjustments and to reflect the current Project Budget.

3.4.2 Formal Budget Adjustments – Above $190M

Any Project Budget adjustment that exceeds $190M requires a formal modification, executed in accordance with City requirements and PG&E governance policies. Neither Party is obligated to enter into contracts, including contract change orders, and amendments that will cause the Project Budget to exceed $190M, regardless of Project status. In the event a proposed contract, contract change order or contract amendment for the Project will cause the Project Budget to exceed $190M, the Parties shall work together to reduce the proposed contract scope and budget such that the Project Budget does not exceed $190M. Should the Parties mutually agree to execute a formal modification to this Agreement to increase the Project Budget beyond $190M, the Parties will also provide for cost sharing of such increase.

3.4.3 Project Suspension

If Project Costs are projected to rise above $190M at any time before receipt of all final Project construction bids, either Party may temporarily suspend the Project. Upon suspension, the Parties shall work together to reduce the Project scope and budget so that Project Costs do not exceed $190M. Neither Party is obligated to agree to a Project Budget exceeding $190M.

3.4.4 Project Guarantee and Financial Assurance

Within 180 days of Execution of this Agreement by both Parties, PG&E will guarantee 91% of the initial project budget of $160M plus 50% of the $30M Excess Contingency (collectively, the "Guarantee Amount"). PG&E may provide the Guarantee using financial mechanisms of its choice, subject to City approval which shall not be unreasonably withheld, and the costs of securing the Guarantee shall be a Project Cost. Should the Regional Water Quality Control Board - San Francisco Bay Region (SFRWQCB) require financial assurances in any Order it issues to PG&E for remediation of the East Harbor, the financial assurances provided by PG&E to the SFRWQCB under the Order shall be considered a City approved financial mechanism, the amount of such financial assurances shall be credited towards the Guarantee Amount, and their cost shall be a Project Cost. The Guarantee Amount shall be adjusted annually as Project Costs are spent. The City may waive all or any portion of the Guarantee during the course of the Project at its sole discretion. No Guarantee shall be required after completion of Project construction.

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3.5 Unexpended Settlement Amount.

Upon final completion of the Project to the satisfaction of the City, any funds within the $190M Not-to-Exceed Settlement Amount that are not spent pursuant to the final Project Budget as determined in the final Appendix B shall no longer be available to the City for any purpose and shall belong to PG&E.

3.6 Use of Contingency.

The Parties shall manage the work such that the Contingency and Excess Contingency funds are allocated in a manner that best meets Project objectives of addressing environmental remediation concerns, enabling environmental stewardship, and providing the public with increased recreational opportunities and water access amenities, in a financially sustainable and holistic manner.

Article 4 PROJECT EXPENDITURES

4.1 Design and Construction Costs.

Project Costs shall be paid subject to written approval of both Parties, based upon the submission of periodic payment applications, as authorized under the Project Management Plan. Payment for Project Costs will be made in arrears and only for work performed to the satisfaction of the Parties. Paid Project Costs shall be tracked as Project expenditures.

Article 5 PROJECT WORK

5.1 Best Efforts.

The Parties agree to use best efforts and cooperate in good faith towards the planning, outreach, design, permitting, construction, and completion of the Project to meet the following objectives: 1) keeping within the Target Budget Amount of $130M, 2) working towards a design that will allow the City to perform Marina business operations including, but not limited to, repair, leasing, and future maintenance dredging of its berthing areas; 3) addressing environmental remediation concerns, 3) enabling environmental stewardship; and 4) providing the public with increased recreational opportunities and water access amenities. Meeting Project objectives shall be accomplished in a financially sustainable and holistic manner.

The Parties acknowledge that costs are uncertain and that both Parties will use their best efforts during the planning, outreach, design, permit, contracting and construction stages to minimize costs while meeting key budget objectives.

5.2 Schedule.

The Parties agree to proceed with due diligence through the permitting, procurement and construction portions of this Project. The goal is to start Project construction in 2025, in accordance with the Project Management Plan.

5.3 Preliminary Settlement Concept.

The preliminary concept elements below inform the Target Budget Amount of $130M. These elements may change by mutual agreement of the Parties during implementation of the Project due to various factors, including, but not limited to cost, feasibility, permit requirements schedule, public outreach and environmental review. If during Project

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execution, Project Costs are projected to rise above the Target Budget Amount of $130M, the Parties will consider value engineering options and/or remove scope elements by mutual agreement as described in this Agreement and in the Project Management Plan.

5.3.1 Pre-construction

i. Planning and Community Outreach
ii. Preliminary Design
iii. Environmental Review
iv. Permitting
v. Full design
vi. Contracting

5.3.2 East Harbor: Potential Key Elements.

i. Marina removal
ii. Site work to obtain SFRWQCB approval
    1. Dredging /capping as necessary of northern area
    2. Capping of southern area
    3. Side slope walls/permeable barriers
iii. Floating walkway to Fort Mason with possible water taxi connection
iv. Kayak/SUP launch area and conversion of EH Fuel dock
v. Marina replacements/rebuild of approximately 172 slips
vi. Walkway on existing breakwater, as budget allows
vii. Project Management, Construction Management
viii. Contingency

5.3.3 West Harbor: Potential Key Elements.

i. Removal of wave attenuator for reuse or disposal
ii. Relocation of East Harbor Fuel Dock
iii. Addition of West Harbor breakwater (including jetty extension)
iv. Addition of approximately 235 slips to West Harbor
v. Project Management, Construction Management
vi. Contingency

5.4 Project Management Plan.

All design and construction will be performed in accordance with a Project Management Plan, the current version of which is attached as Appendix A. The purpose of the Project Management Plan shall be to address how the parties will coordinate on the proposed Project. The Project Management Plan may be modified informally and on an ongoing

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basis by the Project team, with approval from Senior Management as described in the Project Management Plan. The Project Management Plan is intended to address the following topics:

a. Procurement and Contracting Strategy
b. Resource Allocation
c. Project Management (PM) / Responsible, Accountable, Consulted and Informed (RACI) Chart
d. Dispute Resolution – Technical Disputes
e. Internal Labor Invoicing
f. Cost Tracking
g. Contractor Bonding
h. Outreach (Community Engagement)
i. LUC
j. Construction Warranty
k. Contract Documents
l. Contractor Insurance

5.5 Prevailing Wage Rates.

The latest Wage Rates for Private Employment on Public Contracts in San Francisco County, as determined by the Director of the California Department of Industrial Relations, as the same may be changed during the term of this Agreement, are hereby incorporated herein by reference. PG&E agrees that prevailing wage rates shall apply to the Project work and will include, in any contract or subcontract relating to the Project, a requirement that all persons performing labor shall be paid not less than the highest applicable prevailing rate of wages.

5.6 Contract Documents.

The contract documents that may be prepared for the Project work in accordance with the Project Management Plan and any other agreements relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible.

5.7 City's Charter and Administrative Code.

As applicable, the contract documents shall be subject to, and PG&E agrees to comply with, all applicable provisions of the City's Charter and Administrative Code regarding public works construction contracts, including but not limited Chapter 6 of the San Francisco Administrative Code which is incorporated herein by this reference as if set forth in full.

5.8 Project Managers.

PG&E and City shall each designate a Project Manager. The Parties shall use best efforts to maintain the same Project Manager throughout the duration of the Agreement. The duties and obligations of the Project Managers are set forth in the Project Management Plan.

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5.9 Internal Labor.

Necessary hourly time spent on Project tasks by the City's Project Manager, the City's Planner within the Recreation and Park Department, PG&E's Project Manager, and the Project Cost Engineer (retained by PG&E) may be billed to the Project, regardless of their position as employees of the City or PG&E.

Article 6 INDEMNITY AND LUCS

6.1 General Indemnity – PG&E.

PG&E shall defend, indemnify, and hold City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages of every kind and character, arising from its performance of Project work. PG&E shall indemnify City against all future claims of manufactured gas plant contamination in the East Harbor, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PG&E, its officers, agents or employees, in which case damages will be apportioned pro rata under the California doctrine of comparative fault, and except that the City will indemnify and defend PG&E against any such claims based on noncompliance by the City with the terms of any LUC at the East Harbor Marina, future changes of use, or dredging in the East Harbor Marina that is deeper than allowed by the remediation design (which will include a design dredging depth and other design elements to enable the City to continue to perform periodic dredging for operational purposes).

6.2 General Indemnity – City.

The City shall defend, indemnify, and hold PG&E, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages of every kind and character, arising from its performance of Project work and its Marina operations, including all future claims of contamination in the West Harbor, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents or employees, in which case damages will be apportioned pro rata under the California doctrine of comparative fault.

6.3 Land Use Covenants (LUC).

Subject to approval from the State Lands Commission and other applicable agencies, and subject to City approval which shall not be unreasonably withheld, City will place LUCs on the Project area if required by the Regional Water Quality Control Board or another regulatory agency.

Article 7 RIGHTS IN PROJECT WORK

7.1 Ownership

Any interest of PG&E or its subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by PG&E or its subcontractors and/or any of the Project work performed by PG&E under this Agreement shall become the property of City and title will be deemed transmitted to City.

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Article 8 DISPUTE RESOLUTION PROCEDURE

8.1 Dispute Resolution.

The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance or receipt of services under this Agreement, including those related to non-payment or disputed invoices, ("Disputes") in accordance with an escalation process detailed in the Project Management Plan. After the Parties have exhausted the informal dispute resolution process, then, if agreed by both Parties in writing, the Parties shall attempt non-binding alternative dispute resolution. Should dispute resolution under this section be unsuccessful, then enforcement of the terms of this Settlement Agreement may be by a separate action brought by either Party, each Party to bear its own legal fees and costs.

8.2 No Work Stoppage.

The status of any Dispute notwithstanding, the Parties shall proceed diligently with the performance of each Party's obligations under this Agreement.

8.3 Fees and Costs.

Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

Article 9 MUTUAL RELEASE AND DISMISSAL

9.1 PG&E's Release.

Upon final completion of the Project, PG&E agrees to fully and forever release and discharge City and its boards, commissions, officers, directors, employees and agents, from all actions, causes of action, damages and claims that arise from or are in any way related to the Action.

9.2 City's Release.

Upon final completion of the Project, the City agrees to fully and forever release and discharge PG&E and its officers, directors, employees and agents, from all actions, causes of action, damages and claims that arise from or are in any way related to the Action.

9.3 Dismissal.

Within 60 days after final execution and approval of the Settlement Agreement the City shall dismiss the Action in its entirety with prejudice. Enforcement of the terms of this Settlement Agreement may be by a separate action brought by either Party, each Party to bear its own legal fees and costs. Enforcement may include, without limitation, (1) PG&E's compliance with the San Francisco Regional Water Quality Control Board's Order for remediation of the East Harbor, and (2) PG&E's financial assurances for the Project Costs.

Article 10 GENERAL PROVISIONS

10.1 Notices to the Parties.

Unless otherwise indicated in this Agreement, all written communications, except for those pursuant to the terms of the Project Management Plan, sent by the Parties as required under this Agreement, may be by U.S. mail or e-mail, and shall be addressed as follows:

To CITY:
Toks Ajike
Director of Capital and Planning
Recreation and Parks Department
30 Van Ness Avenue
San Francisco, CA 94102

Email: toks.ajike@sfgov.org

And:

Louise S. Simpson
City Attorney's Office
1390 Market Street, 7th Floor
San Francisco, CA 94102

Email: louise.simpson@sfcityatty.org

To PG&E:
Pacific Gas and Electric Company
77 Beale St. M/C B28P
San Francisco CA 94105
Attn: Director of Remediation

And:

Pacific Gas and Electric Co.
Attn: Law Department Managing
Attorney Environmental Law
PO Box 7442 M/C B30A
San Francisco, CA 94120-7742

Email: Legal_Papers_Mailbox@PGE.com

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

10.2 Sunshine Ordinance.

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

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10.3 Modification of this Agreement.

Except as stated herein, this Agreement may not be modified, nor may compliance with any of its terms be waived except by written instrument executed by the Parties and approved in the same manner as this Agreement.

10.4 Non-assignment.

The City and PG&E each represents that it has not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer, to any third Partyer entity (including without limitation any insurer) any interest in the Action.

10.5 California Civil Code § 1542 Waiver.

The City, and PG&E each certifies that it has read Section 1542 of the California Civil Code, which provides:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As to the matters released in this Agreement, the City and PG&E each specifically waives any benefit or right under California Civil Code Section 1542 and each assumes all risks of claims, known or unknown, heretofore or hereafter, arising from this waiver.

10.6 Entire Agreement.

The City and PG&E each acknowledges that this Settlement Agreement, including Appendix A (Project Management Plan) and Appendix B (Project Budget), contain and constitute the entire agreement between the City and PG&E. The terms of this Settlement Agreement are contractual and not a mere recital.

10.7 No Admission of Liability.

No aspect of this Settlement Agreement or the settlement which led to it is intended to be nor at any time shall be construed, deemed, or treated in any respect as an admission by PG&E or the City of liability for any purpose.

10.8 Severability.

If any of the provisions of this Settlement Agreement or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Full and Final Release to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Full and Final Release are declared and understood to be severable.

10.9 Litigation Costs.

The City and PG&E each shall bear its own legal expenses and costs incurred in connection with the Action, the Project, and any action to enforce this Settlement Agreement.

10.10 Fully Negotiated.

This Settlement Agreement and the settlement which led to it have been fully negotiated with the assistance of counsel and should not be construed more strictly against one Party than another.

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10.11 Agreement Made in California; Venue; Enforceability.

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.12 Compliance with Laws.

PG&E shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to PG&E's performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

10.13 Third Party Beneficiaries.

No third parties are intended by the Parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either Party by any person who is not a Party hereto.

10.14 Counterparts.

This Agreement may be signed in counterparts, including electronic signatures.

SIGNATURES ON NEXT PAGE

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IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed and attested by their proper officers thereunder duly as follows:

City and County of San Francisco

Dated: 1/15/2021

By: DocuSigned by: AF27F6596709494...

PHILIP A. GINSBURG
General Manager, Recreation and Parks Department

Pacific Gas and Electric Company

Dated: 12/30/20

By:

ANDREW WILLIAMS
Vice President, Shared Services

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

Dated: 11/3/2021

LOUISE S. SIMPSON
Deputy City Attorney
Attorneys for City and County of San Francisco

PACIFIC GAS AND ELECTRIC COMPANY

Dated:

MARGARET PIETRAZ
Sr. Attorney

Appendix List

Appendix A – (Initial) Project Management Plan

Appendix B – (Initial) Project Budget

Appendix C – Interim Cost Sharing Agreement

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APPENDIX A

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San Francisco Marina Improvement Project

Project Management Plan – Exhibit A to Settlement Agreement

Document No. 1

December 17, 2020

Pacific Gas and Electric Company and
City/County of San Francisco, Recreation and Parks Department

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Document history and status

Revision	Date	Description	Author	Checked	Reviewed	Approved

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Acronyms and Abbreviations

BAAQMD	Bay Area Air Quality Management District
CEQA	California Environmental Quality Act
DTSC	Department of Toxic Substances Control
EH	East Harbor
EIR	Environmental Impact Report
FS	Feasibility Study
FSA	Final Settlement Agreement
ICSA	Interim Cost-Sharing Agreement
IS	Initial Study
LUC	Land use covenant
M	Million
MGP	Manufactured Gas Plant
PG&E	Pacific Gas and Electric Company
PM	Project Manager
PMP	Project Management Plan
RACI	Responsible, Accountable, Consulted, and Informed
RAP	Remedial Action Plan
RPD	City/County of San Francisco Recreation and Park Department
RWQCB	San Francisco Regional Water Quality Control Board
WBS	Work Breakdown Structure

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1. Introduction

Pacific Gas and Electric Company (PG&E) and City of San Francisco Recreation and Park Department (RPD) are jointly developing a project to environmentally remediate and renovate the San Francisco Marina in San Francisco, California. This effort ("Project") will address environmental concerns with respect to the site in an overall, holistic manner, and will increase recreational opportunities for the public. Guiding principles of the Project are: address environmental remediation concerns, enable environmental stewardship, and provide the public with increased recreational opportunities and water access amenities, in a financially sustainable and holistic manner.

This Project Management Plan (PMP) is an exhibit to the Final Settlement Agreement (FSA) between PG&E and RPD, and it describes how the two parties will manage the scope, budget, and schedule and share responsibilities, and the process by which the two parties will execute the work.

1.1 Purpose

The purpose of this PMP is to provide guidance for implementing a broad and flexible management approach to deliver the key Project elements defined in the FSA and Section 2 of this PMP. This PMP is intended to accomplish the following:

a. Document the decisions that PG&E and RPD have made regarding team organization, communication, management approach, execution, and Project controls

b. Establish the Project scope, schedule, and budget that will serve as a baseline during Project performance monitoring

c. Summarize procurement strategies PG&E and RPD will consider as the Project progresses

d. Describe the Project team organization and define their overall roles and responsibilities

e. Identify internal resources that PG&E and RPD will employ on the Project

f. Describe how the Project team will communicate, manage risk and change, resolve issues, and ensure safety and compliance during Project execution

g. Define how PG&E and RPD will monitor Project performance, maintain quality control, and approve key Project elements

h. Summarize how PG&E and RPD will engage the community and stakeholders during the Project

i. Provide flexibility in developing approaches and requirements through each Project phase, including initiation, feasibility, design, permitting, construction, and close-out

This PMP is organized in sections associated with major topics of Project management, including scope, schedule, procurement, cost, team organization, controls, and communication. Tables and figures are presented at the end of each section. Project documents that contain evolving Project information, such as the Project schedule, are provided as appendices and will be maintained as separate stand-alone documents as the Project progresses. PG&E and RPD will update this PMP as needed during Project execution, as they refine how they jointly manage the Project.

1.2 Desired Project Outcomes

The desired outcome of the Project is to address environmental concerns in an overall, holistic manner, and increase recreational opportunities for the public. The Project is cost-constrained as defined in the FSA. PG&E and RPD have identified the following desired outcomes for management of the Project:

a. Complete the Project on time and within the target budget

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b. Effectively track and manage Project scope, schedule and budget

c. Foster proactive communications to promote teamwork, anticipate and resolve issues and obtain timely approvals

d. Provide necessary internal support from respective organizations in a timely manner (resources and timely approvals/input)

e. Build and maintain community consensus for the Project

f. Identify proactive and effective solutions to maintain the target budget (e.g., value engineering to manage scope and risk)

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2. Project Scope

2.1 Key Project Elements

The preliminary concept elements, as defined in the FSA, include:

1.1.1 Pre-construction

i. Planning and Community Outreach
ii. Preliminary Design
iii. Environmental Review
iv. Permitting
v. Full design
vi. Contracting

1.1.2 East Harbor: Potential Key Elements

i. Marina removal
ii. Site work to obtain SFRWQCB approval
    1. Dredging /capping as necessary of northern area
    2. Capping of southern area
    3. Side slope walls/permeable barriers
iii. Floating walkway to Fort Mason with possible water taxi connection
iv. Kayak/SUP launch area and conversion of EH Fuel dock
v. Marina replacements/rebuild of approximately 172 slips
vi. Walkway on existing breakwater, as budget allows
vii. Project Management, Construction Management
viii. Contingency

1.1.3 West Harbor: Potential Key Elements

i. Removal of wave attenuator for reuse or disposal
ii. Relocation of East Harbor Fuel Dock
iii. Addition of West Harbor breakwater (including jetty extension)
iv. Addition of approximately 235 slips to West Harbor
v. Project Management, Construction Management
vi. Contingency

Sea level rise and seawall stability are outside the scope of this Project, except where relevant to the design or construction of specific Project elements.

These initial concept elements were used to develop the target budget and are included in Attachment A. The Project is cost-constrained as defined in the FSA. If costs are projected to rise above the target budget (described in Section 5), PG&E and RPD may, by mutual agreement, take steps to remove scope elements and/or consider value engineering options (described in Section 6.8).

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2.2 Project Phase Descriptions

The Project will be completed in six phases:

a. Phase 0: Project Initiation

b. Phase 1: California Environmental Quality Act (CEQA), Remedial Action Plan (RAP), Initial Design and Permitting

c. Phase 2: Final Design and Permitting

d. Phase 3: Construction Procurement

e. Phase 4: Construction

f. Phase 5: Project Close-out

g. Phase 6: Post-Remediation Monitoring

A brief description of each Project phase is provided in the subsections below. Figure 2-1 illustrates the Project flow from Phase 0 through Phase 6 and includes a summary of key deliverables and phase gates for each phase. Figure 2-2 illustrates the continuity and overlap of project elements in the pre-construction phases (Phases 1-3), such as design and permitting, and how these align with the phase gates. Key deliverables and work products for each phase and phase gate elements are also summarized in tabular form in Attachment B. These tables are intended as living documents that can be readily updated throughout the duration of the Project and be used for the preparation of phase gate completion reviews (Section 7.3.4).

2.2.1 Phase 0 – Project Initiation

The objectives of this phase are to establish the overall management structure to promote success, including:

a. plans for collaborative decision-making,

b. methods to effectively track and manage Project scope, schedule and budget,

c. developing the Project procurement strategy (see Section 4),

d. fostering proactive communications to promote collaboration, and

e. anticipating and resolving issues and obtaining timely approvals.

Outputs from this phase are presented in Table B-1 of Attachment B and include this PMP and associated execution plans (including Quality Management Plan, Risk Management Plan, Community Engagement Plan), a project schedule, work breakdown structure (WBS), as well as templates for procurement, invoicing, and internal reporting. In addition, the Feasibility Study (FS) for sediment remediation will be completed during Phase 0.

2.2.2 Phase 1 – CEQA, RAP, Initial Design and Permitting

The objectives of Phase 1 are to further develop and finalize the scope of work for the East Harbor remediation and marina improvement components of the Project, to complete the CEQA process for the project, to initiate the permitting process and communication with regulators, and to engage the community and other stakeholders in the process through execution of the Community Engagement Plan developed in Phase 0.

Through the CEQA process, PG&E and RPD will identify potential environmental impacts associated with the Project and will identify ways to prevent or reduce these impacts through consideration of alternatives or mitigation measures. CEQA deliverables produced during this phase will include a Notice of Intent, Initial Study, and (draft) Environmental Impact Report (EIR). The purpose of an EIR is to provide public agencies and members of the public with detailed information regarding the environmental effects associated with implementing a project. The EIR should analyze the environmental consequences of a project, identify ways to reduce or avoid the project's potential environmental effects, and identify alternatives to the project that can avoid or reduce

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impacts. CEQA requires that all State and local government agencies consider the environmental consequences of projects over which they have discretionary authority.

During this phase, PG&E will also further develop potential remediation alternatives to address the contaminated sediments in the East Harbor. In parallel with the CEQA process, PG&E will prepare a RAP that describes the selected remediation alternative to address sediment contamination.

The results of the CEQA and RAP will inform the design of the Project and its implementation. Design will go through a series of phases, starting with a Pre-Concept, followed by a Concept Design, a 30% Design, and a 60% Design.

PG&E and RPD will communicate with permitting agencies as they complete the EIR, RAP, and Concept Design. These discussions will inform permit applications that RPD will submit during Phase 1 and 2, as PG&E and RPD prepare the 30% and 60% Designs.

During Phase 1, PG&E and RPD will select a procurement strategy for Phases 2 through 4. The parties will initially discuss the strategy at the 30% design stage and may finalize and implement it then. If the decision is not reached at the 30% design, PG&E and RPD will implement a decision no later than the completion of the 60% design. Section 4 describes procurement strategy options that PG&E and RPD will consider.

Design will continue into Phase 2 and Phase 3 as described below and illustrated in Figures 2-1 and 2-2.

Deliverables are summarized in Table B-1 of Attachment B and will include CEQA certification, regulatory approval of the RAP, and a decision on procurement strategy.

2.2.3 Phase 2 – Final Design and Permitting

This phase is expected to include the completion of the 90% design for the Project, and the completion and submittal of permit applications and consultation with regulators. The Project will require permits and/or authorizations from the following stakeholders:

a. San Francisco Regional Water Quality Control Board (RWQCB)

b. U.S. Environmental Protection Agency

c. United States Army Corps of Engineers

d. San Francisco Bay Conservation and Development Commission (BCDC)

e. San Francisco Department of Public Health

f. State Lands Commission

g. U.S. Fish and Wildlife

h. California Department of Fish and Wildlife

i. NOAA Fisheries

j. Golden Gate National Recreation Area

k. National Parks Service (adjacent land owner)

l. Bay Area Air Quality Management District (BAAQMD)

2.2.4 Phase 3 – Construction Procurement[1]

This phase is expected to include work between PG&E and RPD to finalize the Project design. The parties will also create detailed specifications for the construction contract documents, establish prequalification requirements

[1] Note: bidding either occurs as design/build after completion of Phase 1 or in Phase 3 (as shown) after Project is fully permitted.

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and use these to develop a list of qualified bidders, develop contract terms, solicit and evaluate bids, and award contracts. Procurement and contracting are discussed in more detail in Section 4. This phase will close with the award of construction contracts for the remediation and marina improvement components of the Project.

2.2.5 Phase 4 – Construction

This phase is expected to include the completion of the remediation work in East Harbor and the marina improvement work in East and West Harbor, both of which will be based on the 100% designs. Construction is anticipated to take multiple years, with work at the two harbors to be conducted in parallel. For East Harbor, remediation elements will be completed first, followed by the East Harbor improvements. Removal of the East Harbor Marina and relocation of the East Harbor fuel dock will be initial improvement tasks in East Harbor and will be performed together with the remediation activities. When appropriate, the Project team will seek to perform work at West Harbor concurrently with work at East Harbor. Construction work will be inspected and monitored to assure compliance with the Project design and contract specifications. Deliverables may include completed construction elements, construction inspection reports, and remediation status/completion reports.

2.2.6 Phase 5 – Project Close-out

This phase is expected to include close out of Phase 4, the construction of the Project, with exception of Post-construction Monitoring (Phase 6). The activities necessary for closure of the Project will include:

a. Acceptance of Phase 5 deliverables including construction as-builts and construction completion reports
b. RWQCB approval of the remedial action completion report
c. Ensuring that land use covenant (LUC) agreements have been approved and recorded, if required by regulatory agencies
d. Post-Project assessment and documentation of lessons learned
e. Administrative and contractual closure of the Project through Phase 5, including:
    i. Confirm the Project has addressed all terms and conditions of the FSA
    ii. Ensure that all contract conditions have been met, liens/lien notices have been released and bills have been received and paid
    iii. Agreement by PG&E and RPD on Project construction costs
    iv. Formal close-out of all construction-related contracts and claims associated with the Project
    v. Complete and archive construction-related Project documents and records

2.2.7 Phase 6 – Post-Construction

This phase is expected to include post-construction remediation monitoring and reporting of results to regulatory agencies, which will be required to demonstrate compliance with the provisions in the RAP. It is currently anticipated that 3 years of post-construction monitoring and reporting of the completed remediation will be required. The environmental remediation monitoring is considered complete when RWQCB agrees that post-construction monitoring can be terminated.

In addition, other regulatory agencies may require monitoring under their permits. Compliance with these requirements is expected to be completed in this phase.

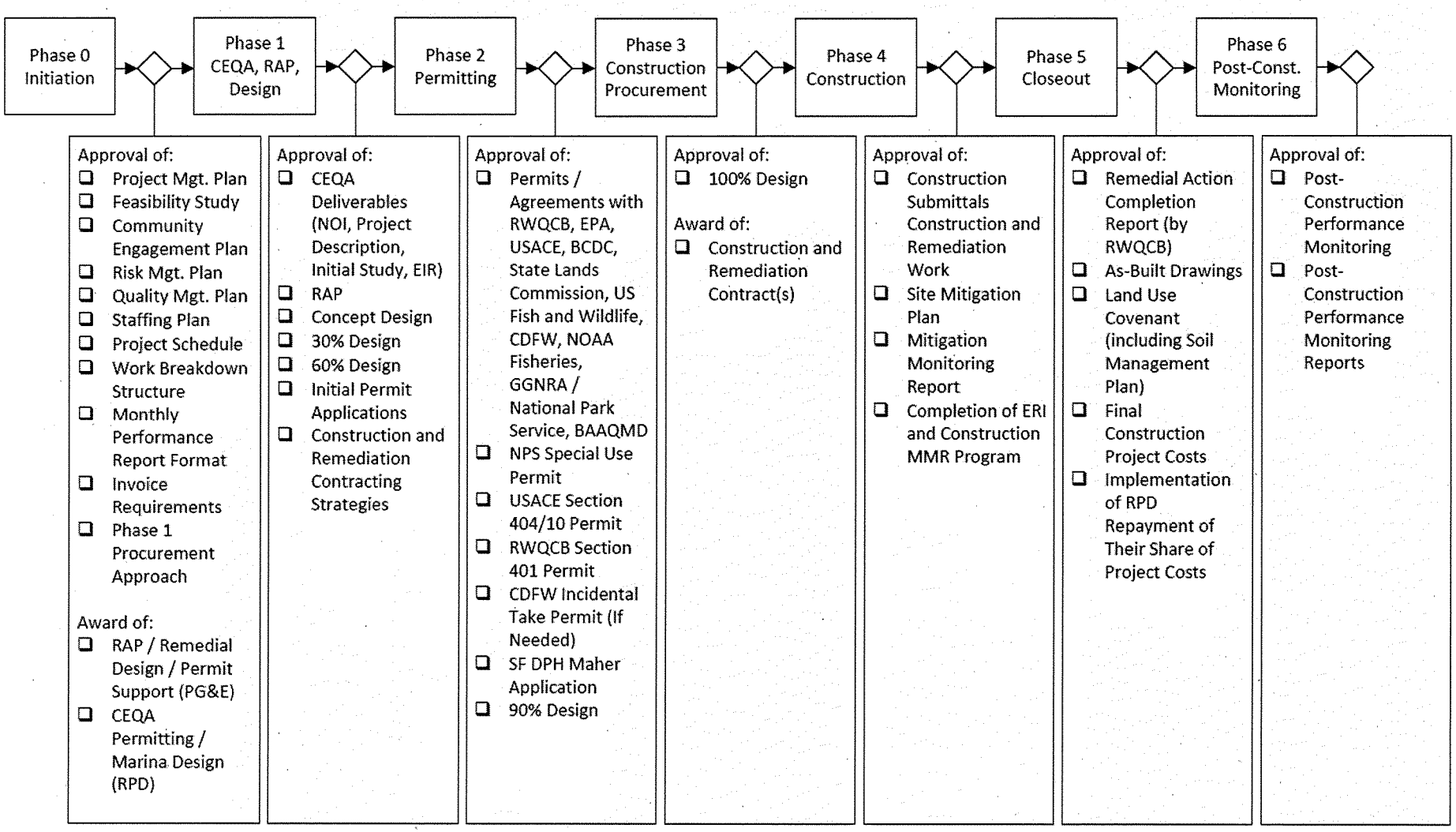
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2.3 Deliverables and Phase Gate Summary

A summary of the expected key deliverables and internal work products to be completed in each phase is provided in Attachment B, Table B-1. Phase gates are summarized in Figure 2-1 below and in Attachment B, Table B-2.

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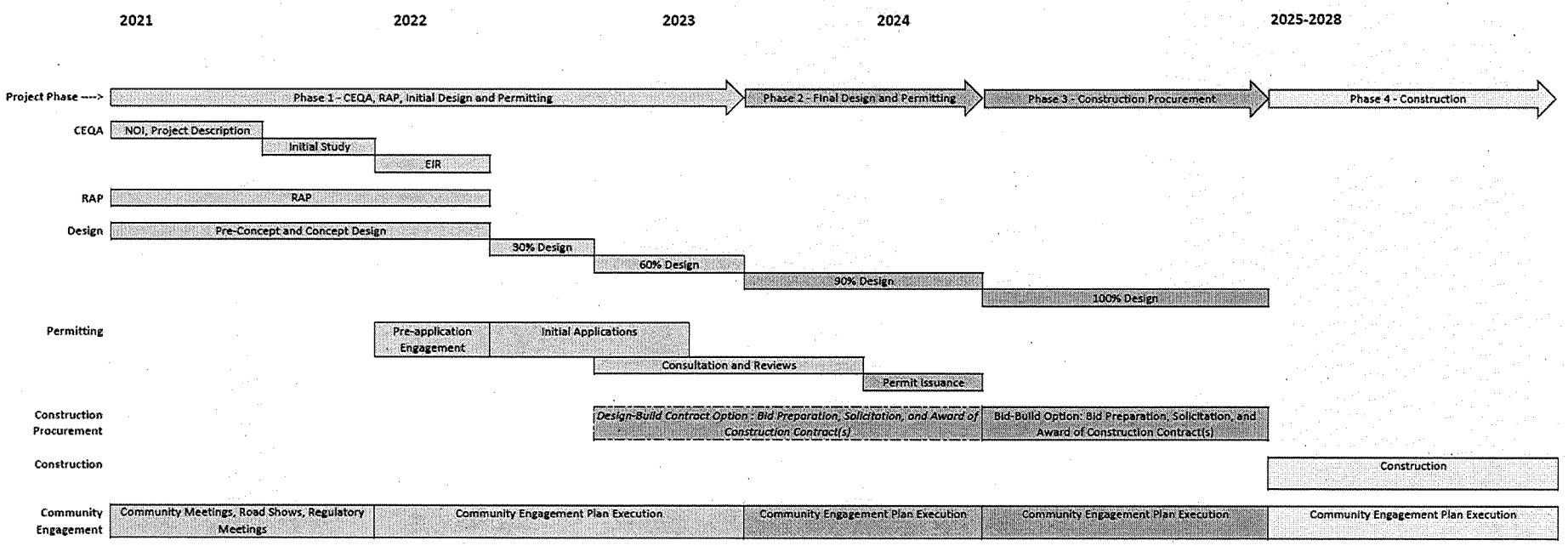
Figure 2-1. Project Phase Gates



Note: Additional phase gates identified during the execution of the project will be tracked in Table B-2 of Attachment B.

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Figure 2-2 Continuity and Overlap of Project Elements in Phases 1 Through 4



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3. Project Schedule

PG&E and RPD will develop a Project schedule that presents the various scope elements broken down into specific tasks. Key Project milestones anticipated to be included in the Project Schedule are:

a. FSA Executed

b. FS Approved by RWQCB

c. EIR Scoping Meeting

d. Publication of Draft EIR

e. Certification of the Final EIR

f. RPD Commission Approval

g. RAP Approved by RWQCB

h. Permits Obtained

i. Design Complete

j. Construction Contract(s) Awarded

k. Mobilize for Construction

l. Conduct Remedial Action in East Harbor and Marina Improvement at East and West Harbors

m. Remedial Action Completion Report Approved by RWQCB

n. Project Closeout

o. LUC Recorded

Schedule maintenance and tracking procedures are described in Section 7.1. Any potential changes to the schedule will be processed as described in Section 6.8.

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4. Procurement Strategy

To achieve the Project objectives and desired outcomes stated in Section 1, PG&E and RPD will develop and implement a procurement strategy for the Project as described in the subsections below. The timing and scope of procurements are vital components of the procurement strategy.

4.1 Phase 1 (CEQA, RAP, Initial Design and Permitting)

As described in Section 2, Phase 1 consists of completing the CEQA process, preparing a RAP, initiating the permitting process and engaging with regulating agencies, and advancing the design to 60% for remediation and marina improvement. During the Project initiation phase (Phase 0), PG&E and RPD will procure the following services for Phase 1:

a. PG&E will contract RAP, remediation design, and associated permitting support (to either the 30% or 60% design, depending on the project team's decision on procurement strategy for subsequent phases, described below)

b. RPD will contract CEQA/environmental review, regulatory permitting and marina design services (to either the 30% or 60% design)

During Phase 1, PG&E and RPD will select a procurement strategy for Phases 2 through 4. The parties will initially discuss the strategy at the 30% design stage and may finalize and implement it then. If the decision is not reached at the 30% design, PG&E and RPD will make and implement the decision no later than the completion of the 60% design.

Prior to soliciting proposals or awarding contracts for Phase 1 support, PG&E and RPD will collaborate on the following activities:

c. Identify required contract terms and conditions, including measurement and payment terms for contractors (see also Section 4.3)

d. Develop consistent format for proposals or solicitation documents, including the scope of work and associated costs that align with the project cost tracking approach

e. Agree on selection criteria

PG&E and RPD will mutually afford the other the opportunity to review any prospective solicitations for Fee Proposals and Qualifications for professional services in support of the Project stated herein. Each respective party will utilize their administrative review and approval processes with respect to procurement and contracting. Responses to solicitations (qualifications, fees, experience statements) for Phase 1 services will be mutually shared and reviewed, and each party shall notify the other of the selected vendor prior to award of a Contract.

4.2 Subsequent Project Phases

As the RAP and CEQA processes proceed in Phase 1, PG&E and RPD will identify scope items that require contractor support in Phases 2 through 4. This will require technical coordination between PG&E and RPD designers and engineers so that both parties share a common understanding of key Project features. With this common understanding, PG&E and RPD will need to decide how to procure contractors for the remaining Project phases. Options include:

a. **Combined or individual contracts** for remediation and marina improvement. In general, PG&E maintains the lead role related to sediment remediation, while RPD leads efforts related to marina improvement. However, PG&E and RPD may elect to combine remediation and improvement services under a single contract under either PG&E or RPD as the contracting party.

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In addition to combined or individual contracts, PG&E and RPD may decide to proceed with one of the following contract approaches:

b. **Design/build**, in which the Phase 1 contractors complete the 30% or 60% construction and remediation designs described in the RAP and CEQA documents. PG&E and RPD issue bid solicitations for contractors to complete the designs and implement them during construction/remediation (Phases 2, 3, and 4).

c. **Design/bid/build**, in which the Phase 1 contractors complete the 60%, 90%, and 100% construction and remediation designs and assist PG&E and RPD with issuing bid solicitations (Phase 3) for contractors to perform construction/remediation (Phase 4) based on the 90% design.

Phase 1 includes an initial decision point on the procurement strategy at the completion of 30% design, at which time PG&E and RPD may decide to implement one or more of the options described above. If they do not decide at the 30% design stage, then they will make the decision no later than the completion of the 60% design.

Like the Phase 1 procurement, PG&E and RPD will collaborate on contract terms and conditions, format for bid solicitations, and selection criteria. Selection criteria may include such factors as experience, health and safety record, cost, reputation, and work history. PG&E and RPD will hold a meeting before Phase 1 is complete to decide who will be the contracting party or parties. If procuring remediation and marina improvement services separately, PG&E and RPD review each other's bid solicitation packages, and they will follow their respective administrative review and approval processes prior to releasing their solicitations to prospective bidders. Upon receipt of bids, PG&E and RPD will share them and inform each other of which bidders they select.

4.3 Contracting Requirements

Contracted work under PG&E and RPD may occur concurrently and, at times, in the same work areas., PG&E and RPD will identify key contracting terms for each type of contract during Project initiation (Phase 0) to ensure that contract terms are consistent with the FSA. Examples of contracting terms include:

a. Prevailing wage as defined in the FSA

b. As applicable, provisions of the City's charter and administrative code regarding public works construction contracts, including but not limited to Chapter 6 of the City of San Francisco's Administrative Code

c. Contractor safety requirements, including the contractor's safety record

d. Insurance and bonding requirements for construction and remediation

e. Warranty coverages and durations

f. Work stoppage.

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5. Project Cost

5.1 Preliminary Budget

The parties have analyzed and performed preliminary cost estimation for the Project Scope (Section 2) and have agreed to a target budget amount of $130 million (M) dollars, with a $30M contingency (agreement contingency), and an excess contingency amount of $30M, for a maximum project cost of $190M. A summary of the scope elements and cost is provided in Attachment A.

The parties acknowledge that the costs are uncertain, and that both parties will use their best efforts during the planning, outreach, design, permitting, contracting, and construction stages to minimize costs while meeting key Project objectives. Project control processes that will be implemented are described in Section 7.

If, during the execution of the Project, costs are projected to rise above the target of $130M, Project scope elements may be removed, or value engineering options considered, by mutual agreement of the parties. The change management process is described in Section 6.8. The maximum Project costs are constrained per the FSA.

5.2 Payment

5.2.1 Quarterly Reimbursements from PG&E to RPD

PG&E will pay 100% of Project-related costs during the execution of the Project, reimbursing RPD for their incurred costs as described in Section 7. On a quarterly basis, RPD will invoice PG&E for its incurred costs.

5.2.2 Loan Repayment by RPD to PG&E

RPD will repay PG&E its share of the final Project costs in accordance with the cost-sharing terms in the FSA.

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6. Project Management

This section describes how PG&E and RPD will jointly manage the Project. Specifically, it describes Project team organization, roles and responsibilities, and governance procedures. An overview of the Project team organization, with a brief description of each organization level, is provided in Section 6.1. Additional detail on roles and responsibilities by organization level is provided in Section 6.2. Resource allocation and internal labor charges are discussed in Sections 6.3 and 6.4. Project team communications and management of documents, risk, change, issue resolution, and compliance and safety are presented in Sections 6.5 through 6.10.

6.1 Team Organization

PG&E and RPD have organized a team to effectively plan, implement, and monitor the Project. As shown on the organization chart (Attachment C), the Project team consists of Governing Authorities, Executive Management, Senior Management, and Core Team. Each organization level will include representatives from PG&E and RPD. The Project team will be supported by other functions within PG&E and RPD (i.e., contracting, accounting, stakeholder engagement, legal, and subject matter expertise). Team members will participate in routine meetings as discussed in the sections below and presented in Table 6-2. Internal communications are addressed in more detail in Section 6.5.

6.1.1 Governing Authorities

PG&E and RPD will engage various governing authorities for approvals during the Project. These individuals include PG&E's Vice President of Shared Services (or other company officer who may be designated by PG&E's Board of Directors), and the Recreation and Park (RP) Commission and San Francisco Board of Supervisors for RPD. Governing authorities will not participate in routine Project team meetings, but they will be kept informed of significant changes to the scope , schedule, and cost that may result in the release of agreement contingency as described in Section 6.8, should these occur.

6.1.2 Executive Management

The purpose of Executive Management is to provide executive governance for the Project, provide strategic direction, monitor progress, review performance, and resolve issues that cannot be resolved by the Core Team and Senior Management. PG&E's Environmental Remediation Director or designee will serve as PG&E's representative on the Executive Management team. RPD's General Manager will serve as their representative. These members may designate alternates should other responsibilities prevent their participation during the Project. At a minimum, Executive Management will participate in Project team meetings (anticipated to occur quarterly) and will formally sign off on the completion of each Project phase.

6.1.3 Senior Management

Senior Management will support the Core Team by monitoring performance, providing input and direction, committing resources to the Project, and serving as a first level of escalation if issues cannot be resolved at the Core Team level. PG&E's Manufactured Gas Plant (MGP) Portfolio Manager will serve as their Senior Management Representative. RPD's representative will be their Supervising Project Manager (PM). It is anticipated that Senior Management will meet monthly with the Core Team and quarterly with Executive Management and Core Team.

6.1.4 Core Team

The Core Team will manage and communicate day-to-day activities on the Project and will coordinate technical, financial, contractual, stakeholder, and operational tasks performed by their contractors and internal resources. Members of the Core Team will consist of:

a. PG&E PM

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b. RPD PM

c. PG&E Technical Advisor

d. RPD Planner (for CEQA process)

e. PG&E Cost Engineer

f. Contractor PMs for technical work elements

Within the Core Team, the PG&E and RPD PMs have final decision-making authority. It is anticipated that the team will hold weekly Core Team calls, monthly meetings with Senior Management, and quarterly meetings with Senior Management and Executive Management.

6.2 Roles and Responsibilities

Project roles and responsibilities for the Project team members are summarized in Table 6-1. Specific roles for individual team members are presented in a Responsible, Accountable, Consulted, and Informed (RACI) matrix in Figure 6-1. A RACI matrix allows team members to clearly understand their areas of responsibilities as well as how they must interact with other members of the team. The responsibility matrix identifies the various tasks that are anticipated during the planning and execution of the Project. For each task, the various team members have been assigned one or more of the following responsibilities:

a. Responsible: The person who does the work to achieve the task. They have responsibility for getting the work done or decision made.

b. Accountable: The person who is accountable for the correct and thorough completion of the task. This is the role that "Responsible" is accountable to and approves their work.

c. Consulted: The people who provide information for the project and with whom there is two-way communication. This is usually several people, often subject matter experts.

d. Informed: The people who are affected by the outcome of the tasks and therefore need to be kept up to date.

6.3 Internal Resource Allocation

PG&E and RPD will commit the necessary internal resources to successfully complete the Project. Internal resources will support the Project in various ways, including:

a. Subject matter expertise related to permitting, design, and construction (remediation and marina improvement)

b. Contracting support for procurements and contract administration

c. Accounting support for invoice processing and payments to contractors (and PG&E payments to RPD)

d. Community engagement support

e. Legal support for contracting and to advise when legal questions arise during Project execution

As described in Section 4, external resources will be contracted as needed to support these internal resources during execution of the Project.

During Phase 0, PG&E and RPD will develop a Staffing Plan that commits their internal resources and establishes levels of effort for the Project. PG&E and RPD will inform each other when staffing changes occur and amend the Staffing Plan, as necessary.

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6.4 Internal Labor Charges

Internal resources who can charge labor hours to the Project are established in the FSA and include the PG&E PM and Cost Engineer, and RPD PM and Planner (Attachment D). As part of the scheduling and budgeting process, PG&E and RPD need to agree on appropriate levels of effort.

6.5 Internal Communications

PG&E and RPD recognize that adequate communication within the Project team is essential for the Project to be a success. Internal meetings among the Project team will occur as shown in Table 6-2. Attendees will participate either in person or via an online conferencing tool. Written communication including agendas, hand-outs, and meeting summaries will maintained in the document repository. Procedures for key internal written Project communications discussed in this PMP are summarized in Table 6-3.

6.6 Document Management

The Project will produce numerous documents for various purposes, including meeting agendas and minutes, contracts, outreach materials, inspection forms, change requests, phase completion forms, and deliverables. PG&E and RPD will set up and maintain a document repository with intuitive file structure and file naming convention to facilitate management of these Project documents. Guidance on Project file naming convention is provided in Attachment E. Permissions will be established for ability to upload, edit, review, approve, and retrieve content. Contractors will receive instructions on how to use the repository. PG&E and RPD will review the repository on a regular basis for completeness and for consistency with document management guidelines. Additional detail on management and control of Project documents including Project records will be provided in the Quality Management Plan.

6.7 Risk Management

To cost-effectively perform risk management, PG&E and RPD will develop a Risk Management Plan that incorporates the goals, strategies, and methods for performing risk management on the Project. The plan will describe the risk identification, estimation, evaluation, and control processes that will be implemented throughout the life of the Project. A risk register will be used to record the risks associated with the Project. The register will include documentation of the specifically identified risk, an assessment of the severity of the impact including potential impact on the reputation of PG&E and/or RPD, the probability and timing of the occurrence, potential mitigation steps, and the cost in time and budget to mitigate the identified risk. The risk register will be reviewed and updated on a quarterly basis. The Risk Management Plan will also describe how resources will be assigned to identified risks, and how updates to the risk register will be communicated to the appropriate members of the Project Team.

6.8 Change Management

Changes will occur during Project execution, resulting in the need to communicate and manage them effectively. Changes may affect the Project's scope, schedule, and budget, or other information in the Project plans. Options to manage change include the following:

a. Value engineering measures to mitigate the cost or schedule impact of the change

b. Removal or modification of scope elements to offset the cost impact of the change

c. Release of contingency funds to cover the cost of the change.

Two types of contingency release are possible:

d. **Contract contingency** – contingency funds allocated in contracts awarded by PG&E or RPD.

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e. **Agreement contingency** – contingency funds established in the FSA between PG&E and RPD, described in Section 5.

As noted in Section 5, the Project target budget is $130M (and the goal of change management is to keep Project costs at or below the target budget). However, there is a $30M contingency that may be used if approved by Executive Management and an excess $30M contingency requiring Governing Authority approval.

During the Project, PG&E and RPD will manage change as shown on Figure 6-2 and as described as follows:

1. **Identify change.** Throughout the Project, PG&E and RPD will identify deviations from the baseline scope, schedule, and budget presented in Sections 2, 3, and 5.
2. **Assess impact.** PG&E and RPD will assess the change's impact in terms of scope modifications, cost increase or decrease, schedule adjustments, or amendments to the Project plans. To reduce the impact, PG&E and RPD may conduct value engineering to identify mitigation measures. Examples include scope offsets and alternate construction methods to increase production rates or reduce unit costs.
3. **Determine significance level and submit change request, if required.** PG&E and RPD PMs will assign a category to the change based on its impact, as follows:
   a. **Incidental changes** do not measurably affect the Project's scope, schedule, or budget. These can be approved by PG&E and RPD PMs without preparing a formal change request. Minor weather delays that can be recovered during the current phase of work are an example of an incidental change.
   b. **Significant changes** have a substantial impact on the Project's scope, schedule, or budget. Often, they will require the release of contract or agreement contingency funds described in Section 5. They may cause schedule extensions or modifications to the marina design. To address significant changes, the PG&E and RPD PMs shall prepare a change request for approval by the appropriate management level of each party's organization as shown below.

Change Type	Contingency Release	PG&E Approver	RPD Approver
Incidental	None	Project Manager	Project Manager
Significant	None	Senior Management	Senior Management
Significant	Release of Contract Contingency	Senior Management	Project Manager
Significant	Release of Agreement Contingency (>$130M - $160M)	Senior Management and Executive Management	Senior and Executive Management
Significant	Release of Excess Contingency (>$160M-$190M)	Senior Management, Executive Management, and Vice-President of Shared Services or appropriate approving authority	Senior and Executive Management or appropriate approving authority

Notes:

- Contract contingency funds are allocated in contracts awarded by PG&E or RPD.
- Agreement and excess contingency funds are established in the FSA between PG&E and RPD and are beyond the $130M base project budget.

Change request forms shall describe the change, why it is necessary, and impact on scope, schedule, budget, or details in the Project plans such as technical work plans or design submittals. A change request template has been included in Attachment F.

4. **Review and approve change request.** Depending on the significance level, the Core Team and Senior Management will review the change request, including any value engineering recommendations, and either approve or disapprove. If the parties cannot agree on the change (e.g., they do not agree on the scope

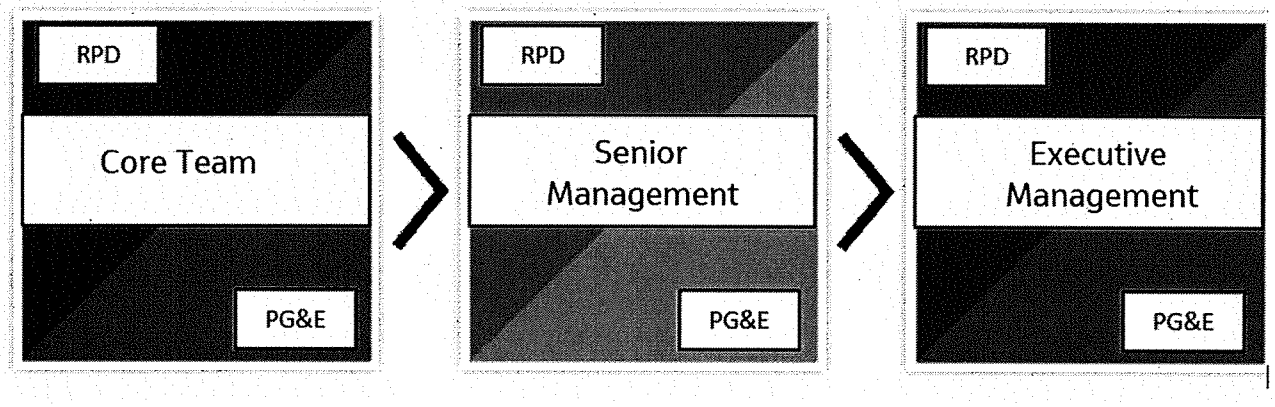
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modifications proposed in the change request), then the parties will enter an issue resolution process for technical items described in Section 6.9.

5. **Document the release of contingency**. PG&E and RPD will document the release of contingency as follows:
   a. Document the contract contingency release in a Field Authorization for Addition/Deduction of Work signed by PG&E or RPD and their contractor.
   b. Document the agreement or excess contingency release in an authorization form signed by PG&E and RPD Senior Management. Acknowledge the agreement or excess contingency release in monthly status reports, which are described in Section 7.1.
6. **Implement the change.** If necessary, PG&E and RPD will amend agreements with their contractors to incorporate the approved change. PG&E and RPD PMs will work with their contractors to implement the change into the Project. The Project cost-loaded schedule will be updated with the change, and any risks associated with the change will be captured in the risk register.

6.9 Issue Resolution

When agreement within a certain level of the Project team on an issue cannot be reached, escalation through the Project team organization will allow for resolution. The process for escalation is illustrated in the diagram below.



For example, if the PG&E and RPD PMs cannot agree on an issue, they will elevate it to Senior Management, who will convene and attempt to resolve the issue. If an agreement cannot be reached there, Senior Management will elevate the issue to Executive Management. Any issues that cannot be resolved by the Core Team, the Senior Management, and/or Executive Management will be addressed under the terms established in the FSA. Note that this escalation process only applies to issues within the scope of this PMP. Any legal disputes will be addressed in accordance with the FSA.

6.10 Compliance and Safety

All work on the Project must meet the following safety and compliance goals:

a. Comply with applicable federal, state, and local regulations and requirements
b. Adhere to contracting parties' safety requirements, compliance procedures and training requirements
c. Actively report and learn from safety near hits, prevent Occupational Safety and Health Association recordable incidents, and prevent compliance Notice of Violations.

Contractors will be responsible for adherence with the requirements, such as preparing Environmental Compliance Management Plans and Health and Safety Plans as applicable, and for ensuring their team members and subcontractors have the required training, licenses and certifications.

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Table 6-1. Project Roles and Responsibilities

Role	Responsibilities
Governing Authorities	▪ Establish corporate guidelines and governance (PG&E) ▪ Set public policies (RPD and Board of Supervisors) that may affect Project ▪ CEQA certification (RP and Planning Commissions) ▪ Concept design approval (RP Commission) ▪
Executive Management	▪ Provide strategic direction and input ▪ Approve procurement strategy ▪ Provide input on risk management ▪ Approve Community Engagement Plan and support community outreach ▪ Sign off on Project phase completion ▪ Review and approve significant change requests ▪ Commit internal resources to support Project ▪ Meet quarterly with Senior Management and Core Team ▪ Serve as final escalation level for issue resolution
Senior Management	▪ Provide strategic direction and input ▪ Approve selection of contractors ▪ Approve contract terms and conditions with contractors ▪ Approve Risk Management Plan and support its execution ▪ Approve Quality Management Plan and Project acceptance criteria ▪ Approve Community Engagement Plan and support community outreach ▪ Support change management process, including value engineering efforts ▪ Review and approve change requests, except for significant changes that require approval by Governing Authorities and/or Executive Management ▪ Approve Staffing Plan and make commitment of resources ▪ Verify Project phase completion ▪ Meet quarterly with Executive Management and monthly with Core Team ▪ Serve as first escalation level for issue resolution

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Role	Responsibilities
Core Team	▪ Perform day-to-day Project management ▪ Execute procurement strategy and solicit bids from contractors ▪ Recommend (or approve) selection of contractors (PMs) ▪ Set up invoicing and Project controls tools ▪ Set up and maintain document management system ▪ Approve invoices ▪ Monitor scope, schedule, and budget performance ▪ Maintain and distribute cost-loaded schedule ▪ Review and approve Project technical deliverables ▪ Approve completion of construction work elements ▪ Prepare Risk Management Plan and perform risk management ▪ Prepare Quality Management Plan and perform quality management ▪ Lead change management process, including value engineering efforts ▪ Prepare and maintain Staffing Plan and coordinate efforts of contractors and internal resources ▪ Manage safety and compliance throughout Project ▪ Prepare Community Engagement Plan and coordinate community outreach efforts ▪ Plan and attend quarterly meetings with Executive Management and monthly meetings with Senior Management ▪ Plan and attend weekly coordination calls ▪ Elevate issues if cannot be resolved by PG&E and RPD PMs

Note: Meeting frequencies outlined in the table are suggested; optimal meeting frequency will be determined during execution of the Project and based on the needs of the Project.

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Table 6-2. Internal Project Team Communications – Routine Calls and Meetings

Communication	Description	Participants
Core Team Calls	Meetings that cover: ▪ Project progress (scope, schedule and budget performance) ▪ Upcoming key milestones ▪ Discussion of Project details (technical contractual, etc.) ▪ Review of action items Anticipated meeting frequency: weekly	▪ Core Team
Senior Management Meetings	Meetings that cover: ▪ Project progress (scope, schedule, and budget performance) ▪ Upcoming key milestones ▪ Allocation/need for additional internal resources Anticipated meeting frequency: monthly	▪ Senior Management ▪ Core Team[a]
Executive Management Meetings	Meetings that cover: ▪ Project progress (scope, schedule, and budget performance) ▪ Upcoming key milestones ▪ Community engagement update Anticipated meeting frequency: quarterly	▪ Executive Management ▪ Senior Management ▪ Core Team[a]
Phase Gate Review Meetings *(These can coincide with a quarterly Executive Management meeting)*	As-needed meetings that cover: ▪ Confirmation that key deliverables and milestones for the Project phase have been achieved ▪ Executive Management approval and sign off on Project phase completion.	▪ Executive Management ▪ Senior Management ▪ Core Team[a]
Change Request Review Meetings *(These can coincide with meetings described above)*	As-needed meetings or calls that covers: ▪ Review and approval of a change request, including a release of contingency (if applicable)	▪ Governing Authorities (if required)[b] ▪ Executive Management (if required)[b] ▪ Senior Management ▪ Core Team[a]

[a] PG&E and RPD PM attendance is required. They will determine attendance by other Core Team members.

[b] Executive Management attendance is only required at Change Request Review meetings evaluating significant changes (see Section 6.8).

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Table 6-3. Procedures for Key Internal Written Project Communications

What	Who	When	How	From
Project Status Updates	- Senior Management - Core Team	Monthly	Email	PMs or designee
Meeting Summary/Action Items	- All meeting attendees	Following each routine meeting (See Table 6-2)	Email	PMs or designee
Change Request	- Governing Authorities - Executive Management - Senior Management - Core Team	As needed	Template document, distributed via email	PMs or designee
Phase Completion Form	- Executive Management - Senior Management - Core Team	As needed	Template document, distributed via email	PMs or designee
PMP Updates	- Senior Management - Core Team	As needed	Email link to file repository	PMs or designee
Root Cause Analysis / Corrective Action Records	- Executive Management - Senior Management - Core Team	As needed	Email	PMs or designee
Technical Deliverable Reviews	Varies by deliverable. To be determined in Quality Management Plan.	As needed	Varies by deliverable. To be determined in Quality Management Plan.	Varies by deliverable. To be determined in Quality Management Plan.

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Figure 6-1. Project RACI Chart

East Harbor Marina Project Responsibilities

Legend: (R)esponsible, (A)ccountable, (C)onsulted, (I)nformed

	Core Team					Senior Management		Executive Management		Governing Authorities		Shared Services (PG&E and RPD unless otherwise noted)				
	PG&E PM / TA	RPD PM	Project Controls Lead	RPD Planner	Technical Leads	PG&E MGP Portfolio Mgr	RPD Supervising PM	PG&E Chief, Environmental Remediation	RPD General Mgr	PG&E VPSH	SFBOS/ RP Commission	Contracting	Accounting	Communications	Legal	Subject Matter Experts
Procurement Management																
Determine Procurement Strategy and Approach (Phase I)	R	R	I	C		A	A	I	I			C			I	
Determine Procurement Strategy and Approach (Phase II) - Design/Build or Design/Bid/Build	C	C	I	I		R	R	A	A			C			C	
Develop Source Selection Criteria and Review Bids for PG&E's and RPD's Contractors	R	R	I	R		A	A	I	I			C			C	
Prepare Bid Documents including SOW	R	R	R	R		A	A	I	I							
Identify Required Contract Terms and Conditions, Including Measurement and Payment Terms for Contractors	R	R	C	I		A	A	I	I			R			C	
Determine Insurance, Bonding, and other Required Contract Terms for Construction Contractors	R	R	I	I		A	A	I	I			R			C	C
Negotiate and Award Contracts Based on Approval Thresholds	C	C	I	I		A	A	I	I			R				
Invoicing and Payment																
Create Standard Invoice Format	A	A	R	I	I	I	I									
Review and Approve Invoices	R/I	R/I	I	C		A	A (Delegated)									
Pay Invoices			I		R								R/A			
Reconcile Cost Reimbursements Between PG&E and RPD																
Risk Management																
Develop Risk Log and Risk Management Plan (RMP)	R	R	I	R	R	A	A	C	C							
Conduct Routine Risk Reviews / Maintain and Update RMP	R	R	I	R	R	A	A	C	C							
Quality Management																
Develop Quality Management Plan (QMP) Defining Performance Standards and Project Acceptance Criteria	R	R		C	C	A	A	I	I							
Review and Approve Project Technical Submittals	R, C	R, C	I	C	C	A	A	I	I							R (RPD Safety)
Review and Approve Construction Work Elements	R, C	R, C	I	C	C	A	A	I	I							
Identify Deficiencies and Conduct Root Cause Analyses	R, A	R, A		R, C	R, C	I	I	I	I							
Implement Corrective Actions	R, A	R, A		R, C	R, C	I	I	I	I							

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East Harbor Marina Project Responsibilities

Legend: (R)esponsible, (A)ccountable, (C)onsulted, (I)nformed

	Core Team					Senior Management		Executive Management		Governing Authorities		Shared Services (PG&E and RPD unless otherwise noted)				
	PG&E PM / TA	RPD PM	Project Controls Lead	RPD Planner	Technical Leads	PG&E MGP Portfolio Mgr	RPD Supervising PM	PG&E Chief Environmental Remediation	RPD General Mgr	PG&E VPSH	SFBOS/ RP Commission	Contracting	Accounting	Communications	Legal	Subject Matter Experts
Internal Communications																
Conduct Weekly Core Team Meetings	A	A	R	R	R											
Prepare Weekly Meeting Summary / Action Items	A	A	I	I	I	I	I									
Conduct Regular Core Team and Senior Management Meetings (Monthly or As Needed)	A	A	R	C	C	R	R									
Prepare Monthly Meeting Summary / Action Items	A	A	I	I	I	I	I	I	I							
Conduct Regular Executive Management Meetings (At Least Quarterly)	A	A	R	C	C	R	R	R	R							
Prepare Quarterly Meeting Summary / Action Items	A	A	I	I	I	I	I	I	I							
Compliance and Safety (Performance)																
Establish Compliance and Safety Requirements for Construction (preparation of HASP, ECP)	A	A		R (for CEQA compliance)	R											A, C
Inspect Work for Compliance with HASP, ECP	A	A			C											R (PG&E 3rd Party and internal; RPD Resident Engineer)
Identify Deficiencies and Conduct Root Cause Analyses	A, C	A, C		R (for CEQA compliance)	R	I	I	I	I							R (PG&E 3rd Party and internal; RPD Resident Engineer)
Implement Corrective Actions	A, C	A, C		R (for CEQA compliance)	R	I	I	I	I							I
Community Outreach																
Prepare Community Engagement Plan	R, A	R, A	I	C, I	I	C, A	C, A	C, A	C, A					R (3rd Party Consultant) C (Includes Government Relations and Communications) Regulator Input		
Identify Stakeholders and Risks	A	A		C	I	C	C	I	I					R (3rd Party Consultant, City's POC)		
Execute Community Engagement Plan	R	R	I	R	R	R	R	R, A	R, A					C (3rd Party Consultant, Regulators)		

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East Harbor Marina Project Responsibilities

Legend: (R)esponsible, (A)ccountable, (C)onsulted, (I)nformed

	Core Team					Senior Management		Executive Management		Governing Authorities		Shared Services (PG&E and RPD unless otherwise noted)				
	PG&E PM / TA	RPD PM	Project Controls Lead	RPD Planner	Technical Leads	PG&E MGP Portfolio Mgr	RPD Supervising PM	PG&E Chief, Environmental Remediation	RPD General Mgr	PG&E VPSH	SFBOS/ RP Commission	Contracting	Accounting	Communications	Legal	Subject Matter Experts
Change Management																
Identify and Communicate Potential Changes to Scope, Schedule, Budget	A	A	C	R	R											
Assess Impact of Change	R	R	C	C	C	A	A									
Perform Value Engineering to Identify Offsets, Change Amenities, Etc.	R	R	C	C	R	A	A									
Determine Whether Change Request Is Required	R	R	C	C	R	A	A	C	C							
If Required, Prepare and Submit Change Request Describing Scope Change, Schedule Change, Amount of Adjustment, Amendment To Other Terms or Conditions in Project Plans	R/C	R/C	R	R or I depending on type of work	R or I depending on type of work	A	A	C or I depending on level of impact	C or I depending on level of impact							
Approve Incidental Change	R/A	R/A	I	I	I	I	I									
Approve Significant Change with No Contingency Release	R/C	R/C	I	I	I	A	A	I (as needed)	I (as needed)							
Approve Release of Contract Contingency	R/C	R/A	I	I	I	A	I	I (as needed)	I (as needed)							
Approve Release of Agreement Contingency (>$130M- $160M)	R/C	R/C	I	I	I	R	R	A	A	I (as needed)	I (as needed)					
Approve Release of Excess Contingency (>$160M- $190M)	R/C	R/C	I	I	I	R	R	A	A	A	I (as needed)					
If Change Request Not Approved, Enter Into Dispute Resolution To Resolve Issue	R	R	C	R	R	A	A	I (as needed)	I (as needed)							
If Change Request Not Approved, Enter Into Issue Resolution Process (SIGNIFICANT)	C	C	I	C	C	R	R	A	A							
If Change Request Not Approved, Enter Into Issue Resolution Process (OTHER)	R	R	I	R	R	A	A	I (as needed)	I (as needed)							
Phase Gate Approvals																
Confirm Completion of Project Phase	C	C	C	C	C	R	R	A	A							
Sign Project Phase Completion Form	I	I	I	I	I	I	I	R/A	R/A							
Internal Resource Management (PG&E and RPD)																
Develop Staffing Plan (including LOE) / Identify Chargeable Resources	R	R	C	C		A	A									
Make commitment of resources to project						R	R	A	A							
Identify and Incorporate Changes in Staffing Plan (Organization Chart and LOE)	R	R	I	I	I	R	A	A	I							
Ensure Continuity of Work as Changes Occur with Staffing Plan as Project Progresses	R or I	R or I	I	I	I	R or A	R or A	I or A	I or A							

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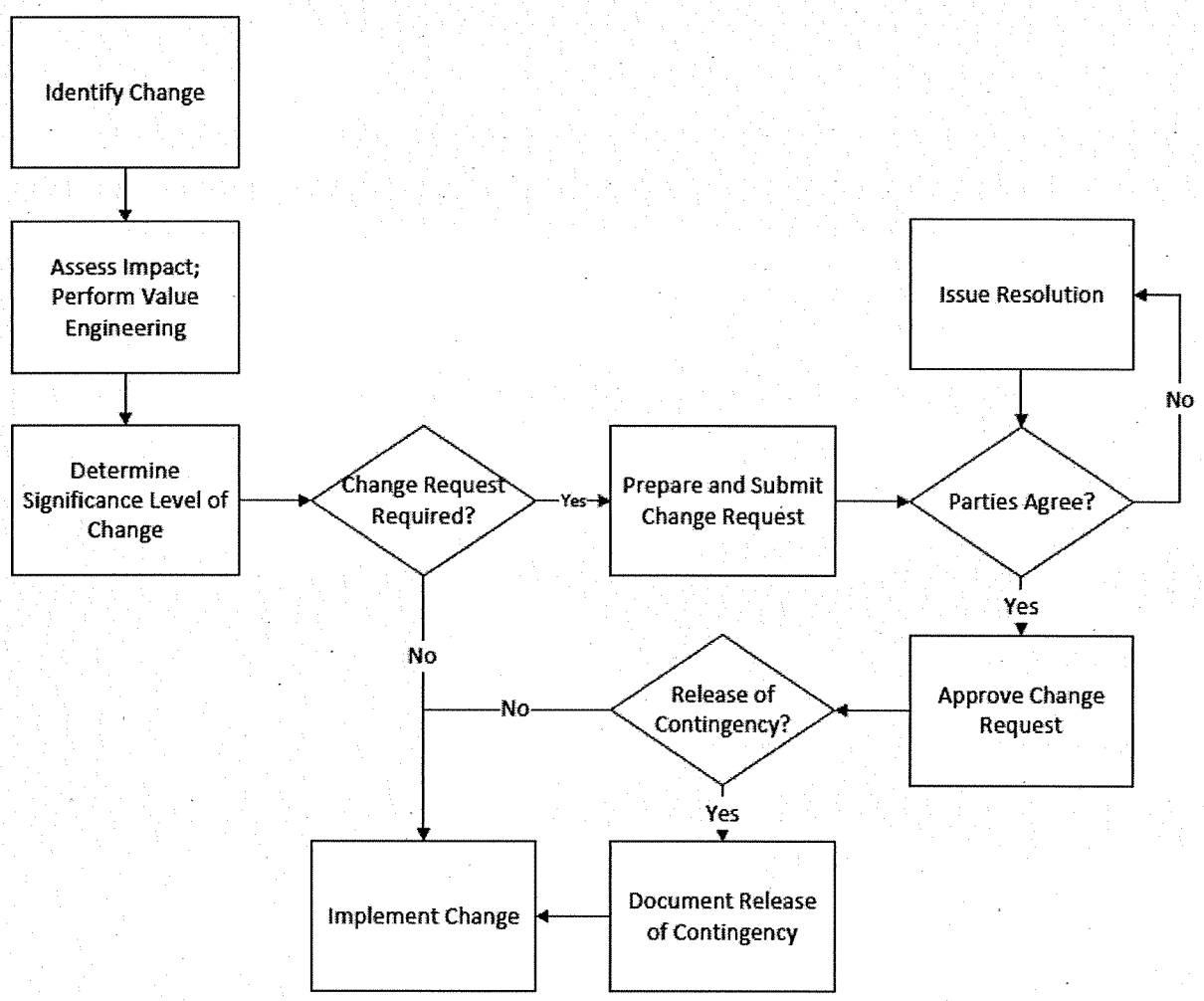
East Harbor Marina Project Responsibilities

Legend: (R)esponsible, (A)ccountable, (C)onsulted, (I)nformed

	Core Team					Senior Management		Executive Management		Governing Authorities		Shared Services (PG&E and RPD unless otherwise noted)				
	PG&E PM / TA	RPD PM	Project Controls Lead	RPD Planner	Technical Leads	PG&E MGP Portfolio Mgr	RPD Supervising PM	PG&E Chief Environmental Remediation	RPD General Mgr	PG&E VPSH	SFBOS/ RP Commission	Contracting	Accounting	Communications	Legal	Subject Matter Experts
Document Management																
Set Up and Maintain Document Repository	R (for project mgmnt docs)	R (for project mgmnt docs)	R (for project controls docs)	R (for CEQA reports)	R (for technical reports)	I	I	I	I							
Perform QC / Completeness Check	A, R	A, R			R (for technical reports)											R (PG&E internal only)
Performance Monitoring / Project Controls																
Prepare Baseline Budget and Schedule	A	A	R	C	C	I	I									
Design Performance Report	A	A	R	I	I	C	C	C	C							
Update Cost-Loaded Schedule and Distribute Monthly	A	A	R	C	C	I	I									

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Figure 6-2. Change Management Process



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7. Project Controls

This section describes how PG&E and RPD will monitor Project performance, maintain quality control, and approve key Project elements.

7.1 Monthly Project Performance Monitoring

PG&E and RPD have developed a baseline scope and budget for the Project that are presented in the following sections of the PMP:

a. The baseline scope is presented in Section 2 and Attachment A.

b. The target budget is summarized in Section 5 and Attachment A. Excluding contingency, the baseline budget is $130M.

A baseline schedule and WBS will be developed by PG&E and RPD during Phase 0 of the Project. Adjustments to the baseline may occur through the change management process described in Section 6.8.

PG&E and RPD will track Project performance against the baseline by the following monthly process:

1. PG&E and RPD will incur costs (internal labor and approved contractor invoices) and assign them to work breakdown structure tasks, if not already assigned. Tasks in the WBS may be modified as the Project team refines scope items during Project execution.
2. PG&E and RPD contractors will send invoices to both parties by the second week of the month. The Contracting party (PG&E or RPD) will approve and pay invoices from their respective contractors.
3. RPD will issue quarterly invoices to PG&E for reimbursement. RPD's invoices will include their internal costs as they apportion them to the Project through RPD's fiscal management process, as well as RPD Contractor invoices.
4. Within the first week of the month, PG&E and RPD PMs will review the draft Project P6 schedule with PG&E's Project Controls Lead and update the forecasted completion dates and provide progress estimates.
5. PG&E's Project Controls Lead will compile monthly "actual" Project spend from the following sources:
    a. PG&E internal charges and PG&E contractor costs charged to the Project in PG&E's SAP financial system during the reporting period
    b. Quarterly RPD reimbursement invoices to PG&E described in Step 3
    c. RPD contractor invoices submitted to RPD for review and approval (and submitted to PG&E for cost tracking purposes)
    d. PG&E and RPD contractor charges incurred on the Project but not yet invoiced to PG&E and RPD (PG&E and RPD PMs will provide this information in monthly forecast updates due in the first week of the month)

    PG&E's Project Controls Lead will review the information above to avoid double-counting internal or contractor costs in the calculation of Project actual spend.
6. Using the information obtained in Steps 4 and 5, PG&E's Project Controls Lead will prepare a monthly performance report that presents the following information:
    a. Summary of Project progress during the reporting period
    b. Anticipated work to be completed during the next reporting period
    c. Updated P6 cost-loaded schedule

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d. Current Project budget (baseline budget plus approved releases of agreement contingency described in Section 6.8)

e. Approved agreement or excess contingency release requests

f. Actual Project spend to date (described in Item 5)

g. Budget and schedule progress

h. Estimate-to-complete

During Phase 0, PG&E and RPD will design a monthly Project performance report format to summarize planned versus actual schedule and costs. Schedule updates will include new activities identified during the Project, such as community meetings presented in the Community Engagement Plan. PG&E and RPD PMs are responsible for making the monthly Project performance reports available to the Core Team and Senior Management.

7.2 Quality Control

PG&E and RPD will develop a Quality Management Plan to define Project quality standards and acceptance criteria, and the policies, procedures and guidelines that will be implemented to manage quality and ensure that the Project achieves the quality objectives and acceptance criteria. The Quality Management Plan will also describe the process that will be used for dealing with non-conformance, including a root cause analysis and corrective action procedures.

7.3 Approval Process

7.3.1 Deliverables

Technical reports, Project management documents, and other deliverables prepared by a contractor will be reviewed by the contracting party (PG&E or RPD) and provided to the other party for review, as appropriate, for adherence to the scope of work, quality standards and acceptance criteria established for the work product and communicated to the contractor as part of their contract. The PM for the Contracting party is responsible for ensuring that designated representatives from both RPD and PG&E can review draft and final deliverables prior to approval, and for providing contractor with comments on draft deliverables within timeframes established by the Core Team. RPD and PG&E may engage technical peer reviewer(s) by mutual consent. Once PG&E and RPD representatives both agree that the submittal meets expectations, the contracting party PM will notify the contractor that the submittal has been accepted.

7.3.2 Construction Elements

Approval criteria for construction elements will be established in the design specifications, construction contractor's scope of work, and construction contract terms and conditions. These will include measurement and payment terms for pay items, field inspections of construction work-in-progress or completed work items, and completion of a punch-list of items identified following a field inspection.

7.3.3 Invoice Approvals

Invoicing guidelines will be included in contract terms provided to contractors. Both parties will receive a copy of contractor invoices upon submittal. The contracting party (PG&E or RPD) will review the invoice for compliance with the contract terms and conditions and will coordinate with the contractor to resolve any discrepancies. If issues with a contractor invoice arises, the Core Team will discuss them during their weekly team call. Barring any disagreement, the contracting party will approve and process the contractor invoice via their internal procedures.

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7.3.4 Phase Gate Approval

The Project includes a series of "phase gates," or decision points within the Project that signal acceptance of major deliverables. Key deliverables and phase gate requirements are summarized in Attachment B, Tables B-1 and B-2, respectively, and in Figure 2-1. As shown in Table 6-2, PG&E and RPD will conduct Phase Gate Review Meetings during which representatives from the Project team, specified in Table 6-2, will review the accepted final deliverables for that Project phase and confirm that key deliverables and milestones for the phase have been achieved. PG&E and RPD may identify additional phase gate approval requirements during the Project, and these should be considered as part of change management (Section 6.8) and monthly project performance monitoring (Section 7.1). Phase gate approvals will be documented on a Project phase completion form. A template has been provided in Attachment F. As shown in Figure 6-1, Senior Management is responsible for confirming completion of each Project phase, after which documentation of the Project phase completion will be provided to Executive Management for approval.

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8. External Communications

8.1 Roles and Responsibilities

PG&E and RPD will work collaboratively to engage the community and stakeholders during the Project. As property owner and trustee of submerged and tide lands, RPD will take the lead role in engaging externally (e.g., to entities outside of PG&E and RPD). RPD will work collaboratively with PG&E on external communications and PG&E will inform and consult as necessary to produce a cohesive message as it relates to aspects of the work, regulatory process, and surrounding land context. Specific roles and responsibilities will be defined in the Community Engagement Plan, described below.

8.2 Community Engagement Plan

To build and maintain project awareness in the community throughout the Project, PG&E and RPD will prepare and implement a Community Engagement Plan during Phase 0. This plan will inform, educate, and positively engage members of the community. It will address ongoing engagement with elected officials, regulatory agencies, and other stakeholders. Further, it will describe the community engagement roles and responsibilities, goals, key audiences, approach, communication process, and calendar of events (such as community meetings, road shows, and meetings with regulatory agencies). The Community Engagement Plan will identify Project stakeholders and establish a frequency and timing for engagement with the stakeholders.

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Attachment A. Scope Elements and Costs

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ATTACHMENT A
(Initial) Project Budget

TASK		ESTIMATE
1	PRE-CONSTRUCTION PROGRAM MANAGEMENT	3,523,000
2	CEQA/REGULATORY COMPLIANCE	4,450,000
3	PUBLIC FUEL DOCK	2,289,000
4	EAST HARBOR REMEDIATION	67,961,000
5	EAST HARBOR RENOVATION, PUBLIC ACCESS AND RECREATIONAL AMENITIES	23,897,000
6	WEST HARBOR BREAKWATER AND MARINA IMPROVEMENTS	27,880,000

TARGET BUDGET AMOUNT $130,000,000

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Attachment B. Summary of Key Deliverables and Phase Gates

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Table B-1. Summary of Anticipated Key Deliverables and Work Products.

This table should be maintained as living document and updated as new deliverables and work products are identified.

Key Deliverable / Work Product
Phase 0 – Project Initiation
Project Management Plan, Including Procurement Approach for Phase 0
Feasibility Study
Community Engagement Plan
Risk Management Plan
Quality Management Plan
Staffing Plan
Project Schedule
Work Breakdown Structure
Monthly Performance Report Format
Invoice Requirements
Phase 1 Procurement Approach
Phase 1 – CEQA, RAP, Initial Design and Permitting
Remedial Action Plan
CEQA Notice of Intent and Project Description
CEQA Initial Study
CEQA EIR
30% Design - Remediation
60% Design - Remediation
30% Design – Marina Improvement
60% Design – Marina Improvement
Initial Permit Applications
Construction and Remediation Contracting Strategies
Phase 2 – Final Design and Permitting
Regional Water Quality Control Board Section 401 Permit Application
United States Environmental Protection Agency Permit Application
United States Army Corps of Engineers Section 404/10 Permit Application
San Francisco Bay Conservation and Development Commission Permit Application
State Lands Commission Authorization Application (if required)

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Key Deliverable / Work Product
Golden Gate National Recreation Area/ National Park Service Authorization Application
USFW, CDFW, NOAA Fisheries Authorization Application
Bay Area Air Quality Management District Permit Application
CDFW Incidental Take Permit (If Needed)
San Francisco Department of Public Health Maher Ordinance Application
90% Design – Remediation
90% Design – Marina Improvement
Phase 3 – Construction Procurement
100% Design – Remediation
100% Design – Marina Improvement
List of Qualified Bidders
Construction Contract Terms
Construction Bid Documents
Phase 4 – Construction
Site Mitigation Plan
Construction Inspection Reports - Remediation
Construction Inspection Reports – Marina Improvement
Mitigation Monitoring Report
Phase 5 – Project Close-out
Remedial Action Completion Report
As-built drawings – Marina Improvement
Land Use Covenant (Including Soil Management Plan)
Final Construction Project Cost
Implementation of RPD Repayment of Their Share of Project Costs
Phase 6 – Post-construction Monitoring
Post-construction Monitoring Reports

Acronyms:

CEQA = California Environmental Quality Act

CDFW = California Department of Fish and Wildlife

EIR = Environmental Impact Report

NOAA = National Oceanic and Atmospheric Administration

RAP = Remedial Action Plan

USFW = United States Fish and Wildlife Service

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Table B-2. Summary of Phase Gates

This table should be maintained as living document and updated as new phase gates are identified.

Phase 0 – Project Initiation
Approval of Phase 0 Deliverables and Work Products (See Table B-1)
Award of RAP Contract
Award of Remedial Design Contract
Award of CEQA Permitting contract
Award of Marina Design Contract
Phase 1 – CEQA / RAP / Initial Design and Permitting
Approval of Phase 1 Deliverables and Work Products (See Table B-1)
Decision on Construction and Remediation Contracting Strategy
Phase 2 – Final Design and Permitting
Approval of Phase 1 Deliverables and Work Products (See Table B-1)
All Required Permits/Authorizations Issued, Including: – United States Environmental Protection Agency Permit – NPS Special Use Permit – USACE Section 404/10 Permit – RWQCB Section 401 Permit – CDFW Incidental Take Permit (if required) – San Francisco Bay Conservation and Development Commission Permit – State Lands Commission Authorization (If required) – Golden Gate National Recreation Area/ National Park Service Authorization – USFW, CDFW, NOAA Fisheries Authorization – San Francisco Department of Public Health Approval of Maher Ordinance Application – Bay Area Air Quality Management District Permit
Phase 3 – Construction Procurement[1]
Approval of Phase 3 Deliverables and Work Products (See Table B-1)
Award of Remediation Contract
Award of Marina Improvement Contract
Phase 4 – Construction
Approval of Phase 4 Deliverables and Work Products (See Table B-1)

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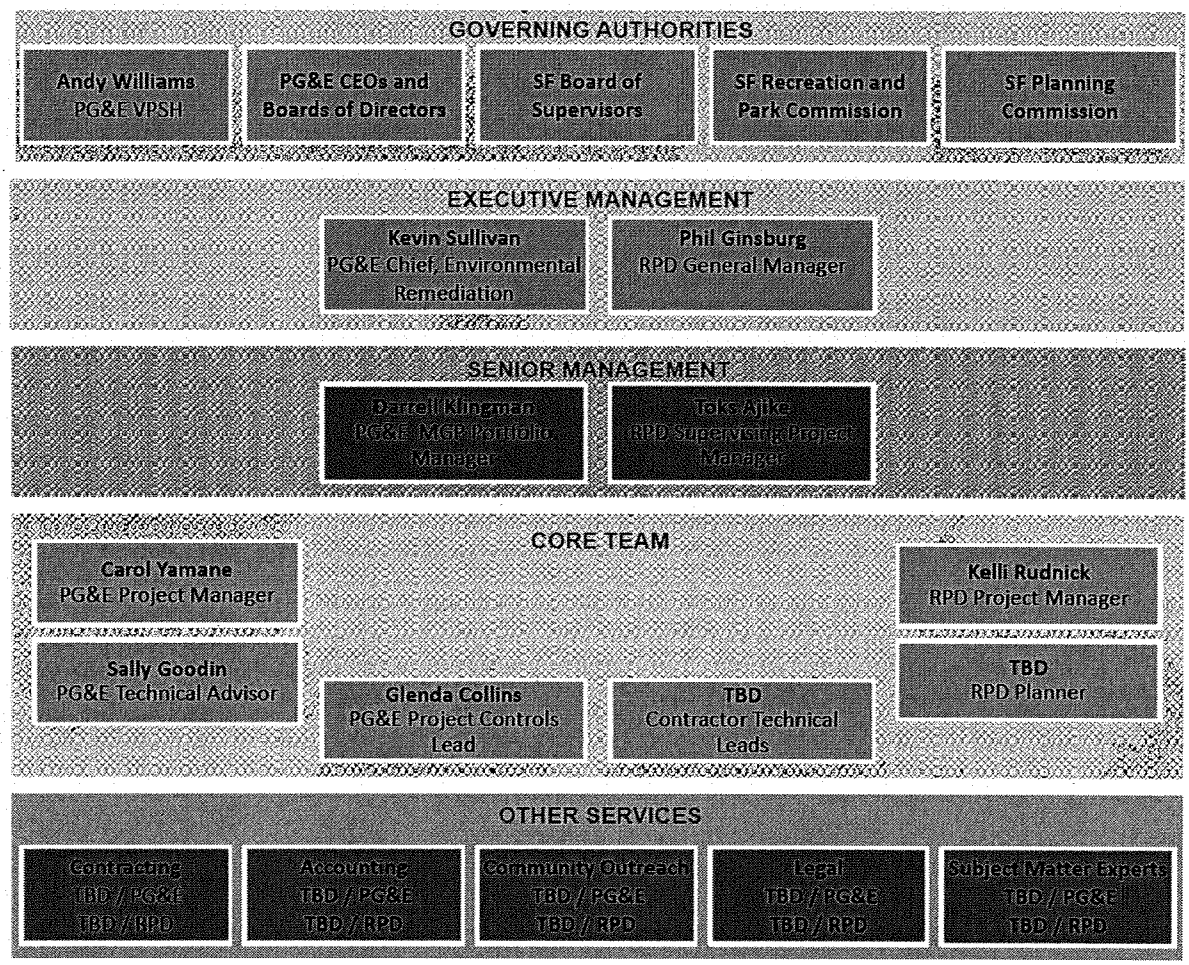
Phase 5 – Project Close-Out
Approval of Phase 5 Deliverables and Work Products (See Table B-1)
Acceptance of Remedial Action Completion Report by RWQCB
LUC agreements approved and recorded
Agreement on Final Project Construction Cost
Formal close-out of all contracts and claims associated with the Project
Post-Project Assessment and Documentation of Lessons Learned
Final Project Documents Archived
Implement Repayment of RPD's Share of Project Costs to PG&E
Phase 6 – Post-Remediation Monitoring
Approval of Phase 6 Deliverables and Work Products (See Table B-1)

[1] Note: Remediation and Improvement may be single or separate contracts

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Attachment C. Project Team Organization Chart

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Attachment D. Internal Labor Resources

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Attachment D. Internal Billable Resources

Organization	Name	Position / Title
PG&E	Carol Yamane	Project Manager
PG&E	Glenda Collins	Project Controls Lead
RPD	Kelli Rudnick	Project Manager
RPD	TBD	Environmental Planner

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Attachment E. File Naming Convention

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QUICK REFERENCE
Email Subject Line Conventions
Use the following in the Subject Line of emails

1. Start the Subject line with SF-JP

   SF-JP Draft Quarterly Groundwater Report REVIEW

2. Add the subject of the email:

   SF-JP Draft Quarterly Groundwater Report REVIEW

3. Add any action required in all cap:

   SF-JP Draft Quarterly Groundwater Report REVIEW

   SF-JP Scope of Work APPROVAL

   SF-JP Change Order SIGNATURE

QUICK REFERENCE
File Naming Conventions
Use underscores (_) to separate elements. Use dashes (-) to delimit different works within the same element. File names should be under 50 characters. Do NOT use spaces in the file name: SF-JP_SAP-Rpt_20200528.docx

1. Add the site abbreviation to the beginning of the file name:

SF-JP_SAP-Rpt_20200528.pdf	for SF Joint Project
SF-EH_RAP_20200528.pdf	for SF East Harbor
SF-WH_Design_20200528.pdf	for SF West Harbor

2. Use the following date conventions:

SF-JP_RAP-Appendices_20200528.pdf	(use YYYYMMDD when the file refers to the year, month, and day)
SF-JP_RAP-Appendices_202005.pdf	(use YYYYMM when the file refers to the year and month only)
SF-JP_RAP-Appendices_2020.pdf	(use YYYY when the file refers to the year only)

3. Use YYYY-Qx for quarterly documents:

   SF-EH_GWM-Rpt-2020-Q2_20200530.pdf

4. Use "Dft" or "Fnl" at the end of the file name:

   SF-EH _RAP_20140425_Dft.pdf

   SF-JP_Monthly-Proj-Cost-Rpt_20200528_Fnl.pdf

5. Optional: If a "Draft" file is being reviewed by multiple individuals, use initials to capture comments at the end of the file name. Versions of the same document must have the same beginning document type/title:

   SF-EH_RAP_20140425_Draft_T1R7.pdf

   SF-EH_RAP_20140425_Draft_AB12.pdf

6. For Invoices: use the contract number, invoice number, invoice date and company:

   SF-JP_2700293923-D31111BV010_20200526_Jacobs.pdf

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Attachment F. Project Forms

Project Change Request

San Francisco Marina Improvement Project

This document shall be used to record the request for and approval of changes to the Project baseline scope, schedule, and/or budget, and will be used to re-baseline cost and schedule tracking tools as needed.

Change Request Number:	
Submitted by:	**Submittal Date:**
Contract Number:	**Contractor Name:**
WBS ID & Description:	**SOW Description:**

Type of Change (check all that apply): ☐ Scope ☐ Schedule ☐ Budget (Amount: $)

Funding Source (check one):

☐ Contract Contingency ☐ Agreement Contingency (>$130M – 160M)
☐ Additional Agreement Contingency (>$160M) ☐ Not Applicable

Approval Level Required (check all that apply – see Section 6.8 of PMP):

PG&E	RPD
☐ Project Manager	☐ Project Manager
☐ Senior Management	☐ Senior Management
☐ Executive Management	☐ Executive Management
☐ Vice-President of Shared Services or appropriate approving authority	☐ Other_____

Description of and reason(s) for requested change:

Indirect (Risk) Impacts:

Scope Impact Summary

Budget Item	Baseline Scope	Revised Scope
WBS Task		
Project		

Schedule Impact Summary

Budget Item	Baseline Completion Date	Revised Completion Date
WBS Task		
Project		

Cost Impact Summary

Budget Item	Baseline Budget	Revised Budget
WBS Task	$	$
Project	$	$

Contingency Release Summary

Type	Authorized	Previous Release	Current Request	Remaining
Contract Contingency	$	$	$	$
Agreement Contingency	$30M	$	$	$
Excess Contingency	$30M	$	$	$

APPROVALS (See Page 1 or Section 6.8 of the PMP for Approval Level Required)

CORE TEAM

Approved by PG&E Project Manager with Signature Name (printed): _____	DATE	Approved by RPD Project Manager with Signature Name (printed): _____	DATE

SENIOR MANAGEMENT

Approved by PG&E SM Representative with Signature Name (printed): _____	DATE	Approved by RPD SM Representative with Signature Name (printed): _____	DATE

EXECUTIVE MANAGEMENT

Approved by PG&E EM Representative with Signature Name (printed): _____	DATE	Approved by RPD EM Representative with Signature Name (printed): _____	DATE

GOVERNING AUTHORITY / OTHER

Approved by PG&E GA Representative with Signature Name (printed): _____	DATE	Approved by RPD Representative with Signature Name (printed): _____	DATE

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PHASE GATE REVIEW FORM
San Francisco Marina Improvement Project

PROJECT DETAILS

Phase	X	Phase 0: Project Initiation	☐	Phase 3: Construction Procurement
	☐	Phase 1: California Environmental Quality Act (CEQA), Remedial Action Plan (RAP), Initial Design and Permitting	☐	Phase 4: Construction
	☐	Phase 2: Final Design and Permitting	☐	Phase 5: Project Close-out
			☐	Phase 6: Post-Remediation Monitoring

Report Prepared By		**Date**	

Project / Phase Description
The objectives of this phase are to establish the overall governance structure, including plans for collaborative decision-making, methods to effectively track and manage Project scope, schedule and budget, foster proactive communications to promote collaboration, and anticipate and resolve issues and obtain timely approvals.

OVERALL PROJECT STATUS

Overall Status	
Project Schedule	
Project Expenses	
Project Deliverables	
Project Risks	
Project Issues	

REVIEW DETAILS

Review Category	Review Question	Answer	Variance
Schedule	Was the phase completed to schedule?	y/n	
Expenses	Was the phase completed within budgeted cost?	y/n	
Deliverables / Work Products:			
1. Project Management Plan	Was Deliverable #1 completed and approved?	y/n	
2. Feasibility Study (FS)	Was Deliverable #2 completed and approved?	y/n	
3. Community Engagement Plan	Was Deliverable #3 completed and approved?	y/n	
4. Risk Management Plan	Was Deliverable #4 completed and approved?	y/n	
5. Quality Management Plan			
6. Staffing Plan			
7. Contract Terms and Conditions			
8. Monthly Performance Report Template			
9. Invoice Format			
10. Standard Bid Format			
11. Phase 1 Procurement Approach			
Awards:			
1. Award of RAP Contract	Was item #1 awarded?	y/n	

2. Award of Remedial Design Contract	Was item #2 awarded?	y/n	
3. Award of Marina Design Contract	Was item #3 awarded?	y/n	
4. Award of CEQA Permitting contract	Was item #4 awarded?		

Other:

Risks	Are there any outstanding project risks?	y/n	
Issues	Are there any outstanding project issues?	y/n	
Changes	Are there any outstanding project changes?	y/n	

APPROVAL DETAILS

Supporting Documentation

Name	Signature	Organization/ Title	Date

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APPENDIX B

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APPENDIX B
(Initial) Project Budget

TASK		ESTIMATE
1	PRE-CONSTRUCTION PROGRAM MANAGEMENT	3,523,000
2	CEQA/REGULATORY COMPLIANCE	4,450,000
3	PUBLIC FUEL DOCK	2,289,000
4	EAST HARBOR REMEDIATION	67,961,000
5	EAST HARBOR RENOVATION, PUBLIC ACCESS AND RECREATIONAL AMENITIES	23,897,000
6	WEST HARBOR BREAKWATER AND MARINA IMPROVEMENTS	27,880,000

TARGET BUDGET AMOUNT $130,000,000

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APPENDIX C

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INTERIM COST SHARING AGREEMENT TO PREPARE FOR SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE BETWEEN CITY AND COUNTY OF SAN FRANCISCO and PACIFIC GAS AND ELECTRIC COMPANY

This Interim Cost Sharing Agreement ("Interim CSA") is made effective as of the last day of execution of this document by and between the City and County of San Francisco, by and through its Recreation and Parks Department ("City"), and Pacific Gas and Electric Company ("PG&E") (collectively "the Parties").

RECITALS

A. City owns and operates a public park and recreational marina at the Marina East Harbor and the Marina West Harbor (the "Site") in San Francisco;

B. PG&E and others previously owned and operated a coal gasification plant near the Site and elevated concentrations of chemical compounds including polycyclic aromatic hydrocarbons (PAHs) have been discovered in subsurface soils and sediments underlying the Site;

C. On January 18, 2001, the City commenced an action entitled City and County Of San Francisco v. Pacific Gas & Electric Company, et al., No. C 01-0316 SBA, United States District Court, Northern District of California, against PG&E arising out of the presence at the Site of chemical compounds from coal gasification (the "Action") and the Parties have been engaged in discussions in an effort to settle the Action;

D. On June 2, 2004, the court in the Action entered an order dismissing the Action without prejudice, to allow the Parties to attempt to carry out a settlement related to the investigation and cleanup of the chemical compounds at the Site;

E. To help reach a settlement, the Parties have previously entered into a series of Cost Sharing Agreements to allow them to continue with Site investigation, planning, and other activities in a timely and cost-effective manner while they reserve their rights to assert their respective positions concerning the Action, which earlier agreements remain in full force and effect only to the limited extent that the City has remaining unpaid invoices to be submitted to and reimbursed by PG&E;

F. The Parties entered into a non-binding Term Sheet dated September 13, 2019. ("MOU") for a proposed settlement enabling them to jointly develop a project for the planning, outreach, design, permitting, construction, and completion of a project (the "Marina Improvement Project" or the "Project") that will address environmental concerns with respect to the Site in a comprehensive manner, and that will increase recreational opportunities for the public. The City and PG&E are proceeding in good faith to negotiate a settlement agreement and full and final release and other agreements necessary to settle and dismiss the Action (collectively the "Settlement Agreement") consistent with the terms and conditions summarized in the MOU;

G. On October 15, 2019 The San Francisco Bay Regional Water Quality Control Board issued a Water Code Section 13267 Technical Report Requirement (WB Section 13267 Order) for the West Harbor Marina, directing the Parties "to submit technical reports related to cleanup of elevated concentrations of polycyclic aromatic hydrocarbons (PAHS) in San

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Francisco East Harbor Marina." The order requires reports to be submitted by specified dates, with a draft Feasibility Study Report with a preferred remedial alternative selected by December 11, 2020.

H. The purpose of the Interim CSA is to enable the Parties to proceed with the work set forth in Attachment A to comply with the WB Section 13267 Order during the time that the parties negotiate the Settlement Agreement and to refine and/or to revise the Project parameters, design, work and costs as appropriate and as mutually agreed by the Parties, and as acceptable to the Water Board;

I. All costs expended under this Interim CSA will be included as expenditures under the final Settlement Agreement, and this Interim CSA does not change in any manner the Parties' agreement to negotiate a final Settlement Agreement with Project funding as set forth in the non-binding MOU;

J. The non-binding MOU, this Interim CSA, and the proposed Settlement Agreement all represent the compromise of disputed claims and are not to be construed as an admission of liability on the part of PG&E, which expressly denies any such liability; and

K. PG&E recognizes that the final Settlement Agreement is subject to the approval of the City's Board of Supervisors and Mayor, and its Recreation and Parks Commission, in their respective sole discretion.

AGREEMENT

THEREFORE, in consideration of the foregoing Recitals, the promises and mutual covenants contained in this Interim CSA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and PG&E agree as follows:

1. Scope of Project Costs Under this Interim CSA

The tasks that shall be performed, the cost amounts not to exceed for each task, and the contractors either retained or to be retained to perform the tasks pursuant to this Interim CSA are set forth in Exhibit A – Interim Cost Sharing Agreement Summary of Tasks, Costs and Schedule. Costs paid pursuant to this Interim CSA are capped at and shall not exceed $3,700,000 unless agreed in a writing executed by both City and PG&E.

2. Uncertain Costs:

The Parties acknowledge that costs listed in Attachment A are best estimates and costs for any particular task may be exceeded upon prior written approval by both Parties: however, the Parties agree that the total cost to be spent under this Interim CSA is $3,700,000, unless otherwise mutually agreed in writing by formal amendment to this Agreement. This Interim CSA is not intended to be a final agreement between the Parties with respect to Project costs but instead is a necessary step to move forward with the Project and comply with the WB 13267 Order. All costs expended under this Interim CSA are costs contemplated under the non-binding MOU and shall be included in the final Settlement Agreement to be executed by the Parties and allocated between the Parties as set forth that final agreement.

3. PG&E Funding and City Reimbursement

For purposes of this Interim CSA, all costs in Attachment A will be paid by PG&E: PG&E will reimburse the City for jointly approved Attachment A costs incurred by contractors and

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consultants already under contract with the City, and PG&E will pay for jointly approved Attachment A costs incurred by contractors and consultants contracted by PG&E.

All invoices for all Attachment A tasks shall be reviewed and approved by both parties either before payment by PG&E under this Interim CSA or reimbursement by PG&E to City under this Interim CSA. Invoicing for Attachment A costs will occur monthly and invoices shall be jointly reviewed by the Parties within 30 days of receipt. Invoices submitted by City to PG&E for reimbursement under this Interim CSA shall be paid to the City within 30 days. Payment shall be sent to:

San Francisco Recreation and Parks
Attention: Derek Chu, Director of Finance and Administration
501 Stanyan Street
San Francisco, CA 94117

4. Decision Making by Technical Team

A Technical Team composed of the two decision makers and four consultants, identified below, will work collaboratively in good faith to coordinate and manage the Attachment A tasks within the cost and time schedule contained in Attachment A and to attain the goals of this Interim CSA:

1. City Project manager (Decision Maker)
2. PG&E Project manager (Decision Maker)

In consultation with:

1. City Prime Consultant (Consultant)
2. Joint Permitting Consultant (Consultant)
3. PG&E Prime Consultant (Consultant)
4. Joint Cost Engineer (Consultant)

The costs for the above Technical Team members, with the exclusion of the City and PG&E Project Managers, are included in the Attachment A costs, and shall be paid under this Interim CSA. The City and PG&E shall each incur the costs for their respective Project Managers, regardless of their position as employees of City or PG&E or as contractors. City Recreation and Park Department employee costs and PG&E employee costs shall not be paid or reimbursed under this Interim CSA.

5. Schedule of Tasks

The Technical Team shall use its best efforts to keep the Attachment A tasks within the budget set forth in Attachment A. Any revision to the Attachment A costs must be mutually agreed in writing by the Parties.

6. Contracting

The Parties shall mutually agree upon all contractors performing work under Attachment A.

7. Collaboration and Communication

The Parties agree to make decisions regarding the tasks in Attachment A on a good faith cooperative basis, using all available information.

Both Parties are entitled to communicate fully with any consultant or contractor retained under

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this Interim CSA and shall mutually agree upon a shared document repository.

The Parties shall endeavor to jointly communicate with the Water Board and copy the other party on all correspondence to the Water Board.

8. Meet and Confer

The Technical Team shall work diligently and in good faith to resolve any conflicts between the Parties that arise. Should the Technical Team not be successful in resolving a dispute, then Phil Ginsburg, General Manager, Recreation and Park Department, or his successor, and Kevin Sullivan, Director, Remediation, PG&E, or his successor, shall meet in good faith with the goal of resolving the dispute within thirty (30) calendar days. Attorneys will not participate in the dispute resolution process.

9. Term and Cost

This Interim CSA will terminate at the occurrence of the earliest of: a) the date the $3,700,000 (unless modified in a writing executed by both City and PG&E.) cost cap has been met, b) the date all the tasks set forth in the WB 13267 Directive have been completed to the satisfaction of the Water Board and the Attachment A tasks have been completed to the satisfaction of the City and PG&E, as evidenced by their written agreement to that effect, c) the third anniversary of the execution of this Interim CSA, or (d) the effective date of the Settlement Agreement. This Interim CSA may be extended and otherwise modified by a written document executed by both the City and PG&E in the same manner as this Agreement. But under no circumstances will the term, including any extension, exceed ten years or will the City's total expenditures under this Interim CSA and any previous cost sharing agreements (as this Interim CSA or any other agreements may be amended) exceed $10 million, in each instance without the prior approval of the Board of Supervisors and Mayor, in their respective sole discretion. PG&E will pay or reimburse the City for all approved Attachment A costs expended by the City under this Interim CSA and no monies reimbursed by PG&E to the City must be repaid until final completion of the Project, in accordance with the repayment terms detailed in the Settlement Agreement.

10. Agreement to Stay the Action

During the period that this Interim CSA remains in effect, and as consideration for the City's agreement not to prosecute the Action during that term, PG&E agrees to continue tolling the statute of limitations governing the Action, and to assert no other, defense, such as laches, waiver or estoppel, based on the passage of time from the date of the court's dismissal without prejudice of the Action to the date that the Action may be reopened or another action arising out of the same circumstances is filed.

11. Bankruptcy Court Approval

PG&E's execution and performance of this Agreement are permitted under the "Public Purpose Order" entered by the bankruptcy court on March 12, 2019 as Docket # 843 and does not require additional bankruptcy court approval. PG&E's obligations under this Agreement are subject to the jurisdiction of the bankruptcy court or any other court having jurisdiction over PG&E's chapter 11 cases currently pending before the United States Bankruptcy Court for the Northern District of California (Lead Case No. 19-30088 (DM)).

12. General

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A. Entire Agreement: The City and PG&E each acknowledges that this Interim CSA, including its Attachments contain and constitute the entire agreement between the City and PG&E with respect to the matters herein. The terms of this Agreement are contractual and not a mere recital.

B. No Admission of Liability: No aspect of this Interim CSA or discussions which led to it is intended to be nor at any time shall be construed, deemed, or treated in any respect as an admission by PG&E or the City of liability for any purpose.

C. Severability: If any of the provisions of this Interim CSA or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Interim CSA to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Interim CSA are declared and understood to be severable.

D. Litigation Costs: The City and PG&E each shall bear its own legal expenses and costs incurred in connection with the non-binding MOU, this Interim CSA, the Settlement Agreement, and the Action.

E. Fully Negotiated: This Interim CSA has been fully negotiated with the assistance of counsel and should not be construed more strictly against one party than another.

F. Agreement Made in California; Venue: The formation, interpretation and performance of this Interim CSA shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Interim CSA shall be in San Francisco.

G. Compliance with Laws: Each and every contractor paid pursuant to this Interim CSA shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Contractor's performance of this Interim CSA, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

H. Third Party Beneficiaries: No third parties are intended by the Parties hereto to be third party beneficiaries under this Interim CSA, and no action to enforce the terms of this Interim CSA may be brought against either party by any person who is not a party hereto.

13. **Counterparts**: This Interim CSA may be signed in electronic counterparts.

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IN WITNESS WHEREOF, the parties hereto have caused this Interim CSA to be executed and attested by their proper officers thereunder duly as follows:

CITY AND COUNTY OF SAN FRANCISCO RECREATION AND PARKS DEPARTMENT

By: _____
PHILIP A. GINSBURG
General Manager

Date: 1-22-20

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
KEVIN SULLIVAN
Chief, Strategic Planning

Date: 1/14/2020

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

Dated: 1/22/2020

_____
LOUISE S. SIMPSON
Deputy City Attorney
Attorneys for City and County of San Francisco

PACIFIC GAS AND ELECTRIC COMPANY

Dated: 12/23/2019

_____
Margaret Pietrasz
Sr. Attorney

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ATTACHMENT A

Interim Cost Sharing Agreement Summary of Tasks, Costs, and Schedule

Task		Cost		Schedule Q1 - 2020	Q2 - 2020	Q3 - 2020
1) Aesthetics/Visual	$	10,000				
2) Air Quality (incl odor and GHGs) with quantitative odor assessment	$	50,000				
3) Biological Resource Assessment (BRA/BA)	$	40,000				
4) Cultural & Tribal Cultural Resource Assessment	$	40,000				
5) Preliminary project description	$	10,000				
Integral Subtotal	***$***	***150,000***				
6) Conceptual design for CEQA	$	180,000				
7) Hydrodynamic modeling for breakwater	$	200,000				
8) Wave attenuator assessment for reuse	$	40,000	*			
9) Geotech investigation for breakwater (one onshore, one offshore borings)	$	150,000	*			
9a) Other geotech within East Harbor (one onshore, two offshore borings)	$	240,000	*			
10) Seismic analysis for breakwater	$	50,000	*			
11) Architectural conceptual design for Fort Mason walkway	$	130,000				
12) Assess fuel dock condition for reuse	$	20,000	*			
Moffatt & Nichol Subtotal	***$***	***1,010,000***				
13) Property and Boundary Survey	$	30,000				
14) Porewater/surface sediment sampling	$	400,000		Report		
15) Bathymetric surveys	$	15,000		Q3 2019		
	$	15,000				

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ATTACHMENT A
Interim Cost Sharing Agreement Summary of Tasks, Costs, and Schedule

Task		Cost	Schedule Q1 - 2020	Q2 - 2020	Q3 - 2020
16) Potrero RCM evaluation	$	30,000	Q4 2019		
17) Surface geotechnical evaluation	$	50,000	Report		
18) Aestus survey	$	500,000		Report	
19) NAPL mobility testing/characterization	$	20,000			
20) ISS study	$	340,000			Report
21) Other TBD	$	75,000	Report		
22) Conceptual design for CEQA	$	125,000			
23) Feasibility study	$	400,000			Report Q4
Haley & Aldrich Subtotal	***$***	***2,000,000***			
24) Programmatic support:	$	20,000			
Integral	$	30,000			
Moffatt & Nichol	$	120,000			
Haley & Aldrich					
25) Agency Meetings (assumes 3):	$	14,000			
Integral	$	25,000			
Moffatt & Nichol	$	36,000			
Haley & Aldrich					
26) Outreach/Visioning	$	25,000			
27) Community engagement consultant	$	50,000			
Technical Team Subtotal	***$***	***320,000***			
28) Approximate Subcontractor Markup	$	235,000			
Markup Subtotal	***$***	***235,000***			
Total	**$**	**3,700,000**			

* Task funded through RPD's existing M&N contract. All other tasks funded through Haley & Aldrich.

Outlook

Commission Public Comment Agenda Item 8 – Marina Improvement & Remediation Project

From Dinno Kovic <dinno@digipic.co>
Date Mon 11/2/2026 4:26 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

You don't often get email from dinno@digipic.co. Learn why this is important

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Dear BCDC Commissioners,

I am writing to express my strong support for the Marina Improvement & Remediation Project.

As a longtime member of San Francisco's volleyball community, a coach, and someone actively involved in growing the sport, I've seen firsthand the positive impact that accessible recreational spaces have on our community.

I was fortunate to serve on the committee that initially proposed bringing volleyball courts to the Marina. From the very beginning, San Francisco Recreation & Park was supportive, engaged, and willing to work collaboratively with our community. That partnership has been incredibly meaningful and demonstrates what can be accomplished when the City and its residents work together toward a shared vision.

I'm excited to see this project move forward and the lasting benefits it can bring to thousands of volleyball players, families, and residents. Creating more opportunities for active recreation along our waterfront is especially valuable in a densely populated city like San Francisco.

Thank you for considering my support and for recognizing the importance of investing in recreational spaces that bring our communities together.

Sincerely,

Dinno Kovic
Sponsorship Director, San Francisco Beach Volleyball (SFBV)

Director Beach Volleyball Slainte youth volleyball club
Beach Volleyball Coach & Community Advocate

Outlook

Commission Public Comment Agenda Item 8

From Gabriel Petrov <gabrielpetrov99@gmail.com>
Date Mon 11/2/2026 5:01 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Hi folks,

Every major city in the world has a myriad of beach volleyball courts. This is doubly true for cities that have access to a beach. Yet SF has only a single court under a bridge in Mission Bay.

The SF beach volleyball community is incredibly large and consistent. Every Sunday we have clinics organized by volunteers that bring in hundreds of adults to the outdoors.

Please consider building these courts.

Thank you,
Gabe

Outlook

Commission Public Comment Agenda Item 8

From Madison Agnew <madisonagnew11@gmail.com>
Date Tue 11/3/2026 2:16 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Hello,

I'm writing in support of the SF Marina Improvement & Remediation Project and the future of the Marina Beach volleyball courts.

As someone who is actively involved in San Francisco's beach volleyball community, I've seen firsthand how much these courts mean to our community. They provide a place for people of all ages and skill levels to stay active, connect with others, and enjoy our beautiful waterfront. Beach volleyball has become such an important part of the recreational and social fabric of San Francisco.

I also want to recognize and thank SF Rec & Park for their continued engagement with the volleyball community throughout this process. It's encouraging to see our community included in the planning, and I'm excited about the opportunity to improve and preserve this space for future generations.

I strongly support moving this project forward and look forward to seeing the positive impact it will have on recreation and community activities along the Marina waterfront.

Thank you for your consideration!

Best,
Madison Agnew

Outlook

Public Comments re MIRP, Agenda Item 8 at Nov 5th Meeting

From Dan Clarke <clarkedan@yahoo.com>
Date Tue 11/3/2026 9:25 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>; Peterson, Sierra@BCDC <sierra.peterson@bcdc.ca.gov>
Cc Yelton, Rowan@BCDC <rowan.yelton@bcdc.ca.gov>; Garren, Julie@BCDC <julie.garren@bcdc.ca.gov>

2 attachments (56 KB)
20261105 Misleading Statement.pdf; 20261105 Two Conditions to be Added.pdf;

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Reception,

Please see attached 2 separate public comments.

Thank you.

Dan

Outlook

Demand for correction of MISLEADING STATEMENTS re MIRP on Nov 5th

From Dan Clarke <clarkedan@yahoo.com>

Date Tue 11/3/2026 6:42 PM

To Yelton, Rowan@BCDC <rowan.yelton@bcdc.ca.gov>; Garren, Julie@BCDC <julie.garren@bcdc.ca.gov>; BCDC Public Comment <publiccomment@bcdc.ca.gov>; Peterson, Sierra@BCDC <sierra.peterson@bcdc.ca.gov>

1 attachment (321 KB)

20261103 Letter to BCDC re Misleading Statements re MIRP.pdf;

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See attached letter

Example of a misleading statement:

> “The project will improve public access by establishing a shallow water basin in the southern section of the East Marina for kayaks and small boats that can be accessed from the shore by a community dock; improving the Bay Trail at East Harbor; and constructing bay viewing and gathering areas.”

[via email only]

731 El Cerrito Ave
Hillsborough, CA 94010
November 3, 2026

Rowan Yelton and Julie Garren
BCDC
375 Beale Street
San Francisco, CA 94105

Re: Misleading Statements
Hearing, Nov 5th MIRP

Dear Ms. Garren and Mr. Yelton:

> ***"The project will improve public access by establishing a shallow water basin in the southern section of the East Marina for kayaks and small boats that can be accessed from the shore by a community dock; improving the Bay Trail at East Harbor; and constructing bay viewing and gathering areas."***
>
> BCDC Agenda, November 5, 2026, Item 8

The statement is misleading. It implies public access comes from shallow water, which it does not. As detailed below, BCDC staff's findings clearly and correctly indicate that public access comes from a decision to change how the area is used. However, the above and other statements from staff link public access to shallow water in a way that implies causality. It appears to be an unintended mistake but it is material and will could affect votes during the hearing. I request that you clarify the mistake verbally and in writing to the commissioners on November 5th.

Public access comes from use, it does not come from depth.

Gashouse Cove South has historically been a boat harbor open only to boat owners and their guests. The project will change its *use*. Boat slips are to

be removed and the area opened to allow kayaks, paddleboards, and the like to be launched from a community dock. That change of *use* is what creates public access. The *depth* of the water does not create public access. Kayaks and paddleboards do not need shallow water, and shallow water does not by itself give access to the public or to anyone else. If the same area were dredged and opened to the public in the same way, the public access would be the same.

Staff's language conflates two separate decisions:

Decision	Result of decision
1. Convert Gashouse Cove South from boat slips to an area where kayaks and similar vessels can be launched from a dock.	Public access
2. Do not dredge Gashouse Cove South	Shallow water

The statement highlighted above merges the two decisions, leaving the impression that shallow water is the cause, or at least partly the cause, of public access. Other statements in staff's recommendation similarly mislead by focusing on the depth attribute instead of the use decision. These include:

- "constructing a public access dock and *shallow water* basin for kayaks" [p. 25]
- "creation of a *shallow water* area within the marina for small boat recreation" [p. 5]
- "the 5.7-acre *shallow water* recreation basin … shall be made available exclusively to the public" [p. 7]
- "an approximately 248,000 sf *shallow water* recreation basin" to be installed as a public access improvement [p. 8]
- "the public access SWRB area" [p. 39]

Staff's findings correctly attribute public access to the use decision.

From staff's recommendation (with emphasis added):

- "The *conversion* of the southern area of East Harbor to the Shallow Water Recreation Basin expands and diversifies direct access to the

Bay to people who do not own or operate a large motorized boat." [p. 36]

- "*convert marina slips* into a public access area for small boats." [p. 41]
- "will launch directly into a protected *non-motorized boat area*." [p. 36]
- "a shallow water area with natural sediment cap *and no motorized boats*," [p. 28]

In addition, the staff summary [p. 3] and recommendation [p. 34] list as public access improvements the Bay Trail, the breakwater walkway, the nature and viewing areas, and the "community dock for small boats in the SWRB." Unlike the other statements, these are clear and correct statements that do not mislead. The recommendation confirms the dock is "the only entrance to the SWRB from the shoreline" [p. 36]. The dock is the access point; the basin is where it sits.

The problem, of course, is that staff is making both correct statements and misleading statements. It would be better to correct the misleading statements immediately so that they do not influence votes on the permit.

Before the Commission votes on November 5, 2026, I demand that staff:

1. Issue a **written clarification** stating that public access in Gashouse Cove South results from converting the area's use from boat slips to public recreation via paddleboards, kayaks, and the like, and that public access does not result from the depth of the water.
2. **Read that clarification aloud** at the November 5th hearing before public comment and before the Commission's vote.

Wording similar to this is suggested:

> ***"BCDC staff clarifies that the public access benefit in Gashouse Cove South results from the <u>decision</u> to use the area for paddleboards, kayaks and similar recreation served by a community dock rather than use it for boat slips as in the past. Gashouse Cove South's shallow depth results from a different <u>decision</u> not to dredge the area as part of the remediation, and public access does not result from the depth of the water. These are separate and independent decisions. The public access benefit would still result if Gashouse Cove South were dredged to the same depth as Gashouse Cove North."***

Thank you for your attention to this matter. I would be glad to discuss it before the hearing.

Sincerely,

/s/

Dan Clarke
clarkedan@yahoo.com

MISLEADING STATEMENT

The project will improve public access by establishing a shallow water basin in the southern section of the East Marina for kayaks and small boats that can be accessed from the shore by a community dock; improving the Bay Trail at East Harbor; and constructing bay viewing and gathering areas.

BCDC Hearing Nov 5, 2026

Two conditions to be added to the MIRP permit

For the depth issue:

- **A minimum depth of -8’ MLLW shall be maintained for beneficial use throughout Gashouse Cove, both North and South, at all times.**

For the fuel dock issue:

- **The existing fuel dock in Gashouse Cove shall not be decommissioned until a nearby replacement fuel dock is operational.**

Outlook

Gashouse Cove: Don't Eliminate Public Coastal Access to San Francisco Bay

From Hein Online <heinaustin@gmail.com>
Date Wed 11/4/2026 3:43 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

4 attachments (638 KB)
2.JPEG; 4.jpeg; 1.JPEG; 3.jpeg;

You don't often get email from heinaustin@gmail.com. Learn why this is important

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Dear **Chair Wasserman, Vice Chair Eisen**, and the Honorable BCDC Commissioners,

Once Public Boating Access Is Lost, It May Never Come Back

I urge you to carefully reconsider the proposed changes at **Gashouse Cove,** located at 10 Marina Blvd, SF, and protect the public's longstanding access to San Francisco Bay.

Public coastal access means more than walking along a waterfront or creating additional park space. It also means **preserving the facilities** that allow people to reach, use, and safely navigate the Bay.

The proposed removal or reduction of existing maritime access facilities raises serious concerns:

- The loss or relocation of **the Gashouse Cove fuel dock** could compromise an important fueling and staging location for emergency responders and working vessels.
- Reducing nearly 200 boat slips would diminish opportunities for ordinary boaters to access and enjoy the Bay.
- Removing **public launching** and short-term loading facilities would further restrict practical access for small-boat users and the public.

These are not interchangeable amenities. A kayak launch or waterfront pathway cannot replace a fuel dock, a boat slip, or a place to launch, load, and unload a vessel.

The recent Bay rescue demonstrated the importance of Gashouse Cove's existing fuel dock and staging area. These facilities serve an essential public purpose that extends well beyond individual boat owners.

I support environmental cleanup and improved waterfront access. But those goals should not require sacrificing vital maritime infrastructure or eliminating established public boating opportunities.

I respectfully ask BCDC to require a meaningful evaluation of alternatives and enforceable plans to preserve equivalent maritime access, emergency fueling capability, public launching, short-term vessel access, and adequate boating capacity **BEFORE!!** approving this project.

Once these public resources are removed, they may be extremely difficult — or impossible — to restore.

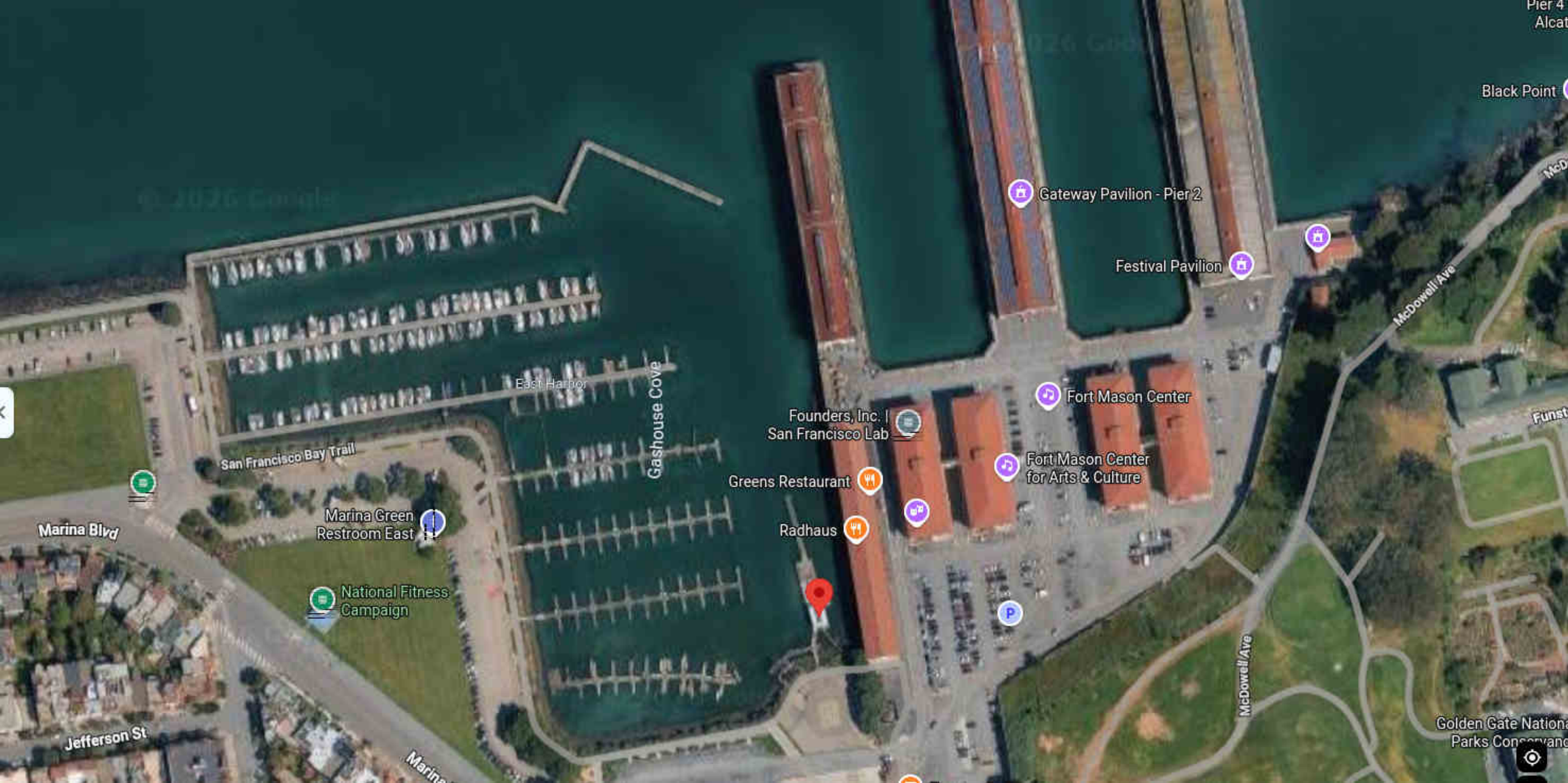
Please protect Gashouse Cove as a working, accessible public waterfront for present and future generations.

Thank you for considering my comments and concerns.

Respectfully,

Hein Austin
LIVEABOARD SAILOR AND ADVOCATE FOR FAIR AND EQUITABLE COASTAL ACCESS FOR ALL




Black Point
Gateway Pavilion - Pier 2
Festival Pavilion
McDowell Ave
East Harbor
Gashouse Cove
Fort Mason Center
Founders, Inc. | San Francisco Lab
Fort Mason Center for Arts & Culture
San Francisco Bay Trail
Greens Restaurant
Radhaus
Marina Green Restroom East
Marina Blvd
National Fitness Campaign
Jefferson St
McDowell Ave
Golden Gate National Parks Conservancy


City Yachts


Google Street View
May 2025
City yachts
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10 MARINA BLVD, SF CA 94123 • 415-567-8680 • OPEN DAILY 9AM - 5PM | SUN 10 AM - 4 PM
Proudly Serving US COAST GUARD, SFFD, SFPD & the Boating Public
SINCE 1968
Festival Pavilion
Marina Bl
Google Maps
Image capture: May 2025
© 2026 Google
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Report a problem



© Maggie Hallahan, MHPV

Outlook

Gashouse Cove.

From Gary Emich <sfbayswimmer@sbcglobal.net>
Date Tue 11/3/2026 2:43 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>
Cc maggie@mhpv.net <maggie@mhpv.net>

You don't often get email from sfbayswimmer@sbcglobal.net. Learn why this is important

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Dear BCDC Commissioners,

I do not support approval of this permit application!

I urge each Commissioner to stop and to consider *carefully* the long-term consequences of this decision before moving forward. I further urge the Commission not to approve Agenda Item 8, Permit Application M2025.006.00, for the San Francisco Marina Improvement and Remediation Project. Instead, the Commission should require a new and independent Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) that evaluates the project actually being proposed. The City is relying on an EIR *certified 19 years ago*, in 2007, for a project intended to reconstruct and to improve Gashouse Cove, not to deconstruct portions of the harbor and to eliminate essential public boating facilities, including the fuel dock, public boat lift, and touch-and-go dock.

These are fundamentally different projects, with serious consequences for public boating access, maritime safety, emergency response, youth programs, and working families.

Without a new CEQA review, the public has no meaningful opportunity to review and comment on the environmental impacts of the project now being proposed. I therefore ask the Commission to withhold approval until a new, independent EIR has been completed and circulated for public review and comment.

Respectfully,

Gary Emich

Outlook

"MIRP"

From jpmasbou <jpmasbou@comcast.net>
Date Mon 11/2/2026 9:17 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>
Cc 'jpmasbou' <jpmasbou@comcast.net>

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BCDC Commissioners,

The proposal makes sense, and I agree with it. Could you please however consider adding the following practical improvements to your approval of the MIRP on November 5th:

- **A minimum depth of -8' MLLW shall be maintained for beneficial use throughout Gashouse Cove, both North and South, at all times.**
- **The existing fuel dock in Gashouse Cove shall not be decommissioned until a nearby replacement fuel dock is operational.**

Thank you.

JP Masbou

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina (Permit Application M2025.006.00)

From CHRISTOPHER BENOIST <cbenoist1021@gmail.com>
Date Tue 11/3/2026 10:16 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Dear BCDC Commissioners,

I do not support approval of this permit. I ask each Commissioner to stop and carefully consider the long-term consequences of this decision before moving forward.

I urge the Commission not to approve Agenda Item 8, Permit Application M2025.006.00, for the San Francisco Marina Improvement and Remediation Project at Gashouse Cove (East Harbor), near Fort Mason and the Safeway on Marina Boulevard, and instead require a new, independent Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) that evaluates the project actually being proposed.

The City is relying on an EIR certified 19 years ago, in 2007, for a project intended to reconstruct and improve Gashouse Cove, not to deconstruct portions of the harbor and eliminate essential public boating facilities, including the fuel dock, public boat lift, and touch-and-go dock. These are fundamentally different projects, with serious consequences for public boating access, maritime safety, emergency response, youth programs, and working families.

Without a new CEQA review, the public has no meaningful opportunity to review and comment on the environmental impacts of the project now being proposed. I ask the Commission to withhold approval until a new, independent EIR has been completed and circulated for public review and comment.

Finally, as a lifelong San Francisco resident and native, keeping San Francisco Bay accessible to Sea Scouts, working families and small-boat recreation has been a hallmark of Gashouse Cove. I strongly urge the Commission to withhold approval until a new, independent EIR has been initiated, completed and circulated for public review and commentary.

Respectfully,

Christopher W. Benoist
San Francisco, CA 94109

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From Andrew Bennett <415arb@gmail.com>
Date Wed 11/4/2026 9:23 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Dear BCDC Commissioners,
I do not support approval of this permit. I ask each Commissioner to stop and carefully consider the long-term consequences of this decision before moving forward. I urge the Commission not to approve Agenda Item 8, Permit Application M2025.006.00, for the San Francisco Marina Improvement and Remediation Project, and instead require a new, independent Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) that evaluates the project actually being proposed. The City is relying on an EIR certified 19 years ago, in 2007, for a project intended to reconstruct and improve Gashouse Cove, not to deconstruct portions of the harbor and eliminate essential public boating facilities, including the fuel dock, public boat lift, and touch-and-go dock. These are fundamentally different projects, with serious consequences for public boating access, maritime safety, emergency response, youth programs, and working families. Without a new CEQA review, the public has no meaningful opportunity to review and comment on the environmental impacts of the project now being proposed. I ask the Commission to withhold approval until a new, independent EIR has been completed and circulated for public review and comment. **Additionally, increased boater traffic at Hyde ST caused by this project will pose increased and unacceptable risk to other Bay Users in and around Aquatic Park, including youth & novice sailors, rowers, and swimmers.**
Respectfully,

Andrew Bennett
San Francisco resident
Boater (Sail) & tenant @South Beach Harbor
Open Water SF Bay Swimmer and Safety Zodiac Pilot for Bay Swimmers
Stand Up Paddle Boarder
Kayaker
Rower

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From Anne Stenton <anstenton@gmail.com>
Date Tue 11/3/2026 8:53 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Dear San Francisco Bay Conservation and Development Commissioners,

I respectfully urge the Commission **not to approve the San Francisco Marina Improvement and Remediation Project for Gashouse Cove in its current form.** I am deeply concerned about the proposed reduction in boat slips and the permanent elimination of the existing public boat lift and Gashouse Cove fuel dock.

Preserving Existing Boat Slips and Public Access

It is essential to retain the existing boating capacity in Gashouse Cove to protect and encourage public access to San Francisco Bay. The proposed marina reconfiguration represents a substantial reduction in boat slips. An earlier BCDC staff report identified an approximately 200-slip reduction in the East Harbor. This is a significant loss of boating infrastructure and opportunities for recreational boating.

Concerns About the Proposed Shallow-Water Recreation Area

The proposal to create a shallow-water recreation area raises serious questions about its long-term usefulness. A maximum depth of approximately four feet may be difficult to maintain over time, particularly given the harbor's ongoing sedimentation.

It is also unclear how much actual recreational use this relatively small area would receive. Most kayakers enjoy exploring, sightseeing, and traveling along the waterfront. A confined shallow-water area may offer limited opportunities for these activities and could result in people simply paddling in circles.

Preserving the Gashouse Cove Fuel Dock for Maritime Safety

The proposed dock reconfiguration would permanently eliminate the existing Gashouse Cove fuel dock. This raises serious concerns for emergency response vessels and recreational boaters who depend on reliable fuel access near the Golden Gate.

This is not a hypothetical concern. During a recent major rescue operation on San Francisco Bay, the Gashouse Cove fuel dock reportedly provided fuel for seven emergency vessels and access for ambulances to bring victims ashore.

The fuel dock's location and existing infrastructure serve an important public safety function. **Any proposed replacement must be fully operational, accessible, and capable of meeting these needs before the existing fuel dock is decommissioned.**

Retaining the Existing Public Boat Lift

It remains unclear from the BCDC staff report and presentations why removing the existing public boat lift is necessary.

Eliminating this facility represents another permanent reduction in public boating access, particularly for smaller, trailerable vessels. I have not seen a compelling justification for removing this valuable public infrastructure.

Environmental Cleanup Must Not Come at the Expense of Public Boating Access

I fully support completing the necessary dredging and environmental remediation to address contaminated sediments at Gashouse Cove.

However, California's marinas and boating facilities are essential public resources. We cannot continue to reduce boating infrastructure in the name of waterfront improvements without fully considering the long-term consequences for recreational boaters, working families, youth boating programs, and maritime emergency services.

Environmental remediation and the preservation of public boating access should go hand in hand.

I respectfully ask the Commission to require a revised project that accomplishes the necessary environmental cleanup while preserving existing boating capacity, the public boat lift, and essential fuel access at Gashouse Cove.

Thank you for your consideration.

Respectfully,

Anne Stenton

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From Kouslaa Kessler-Mata <kouslaa@gmail.com>
Date Wed 11/4/2026 9:59 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Dear BCDC Commissioners,

I do not support approval of this permit. I ask each Commissioner to stop and carefully consider the long-term consequences of this decision before moving forward. I urge the Commission not to approve Agenda Item 8, Permit Application M2025.006.00, for the San Francisco Marina Improvement and Remediation Project, and instead require a new, independent Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) that evaluates the project actually being proposed.

The City is relying on an EIR certified 19 years ago, in 2007, for a project intended to reconstruct and improve Gashouse Cove, not to deconstruct portions of the harbor and eliminate essential public boating facilities, including the fuel dock, public boat lift, and touch-and-go dock. These are fundamentally different projects, with serious consequences for public boating access, maritime safety, emergency response, youth programs, and working families. Without a new CEQA review, the public has no meaningful opportunity to review and comment on the environmental impacts of the project now being proposed.

I ask the Commission to withhold approval until a new, independent EIR has been completed and circulated for public review and comment.

Respectfully,
Kouslaa Kessler-Mata

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From Kai Stenton <kvstenton@gmail.com>
Date Wed 11/4/2026 9:41 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Dear BCDC Commissioners,

I urge the Commission to reject approval of Agenda Item 8 and require a new, independent Environmental Impact Report (EIR).
The City is relying on a 19-year-old EIR for a fundamentally different project. The original plan was to rebuild Gashouse Cove, not eliminate essential public facilities, including the fuel dock, public boat lift, and touch-and-go dock.
Materially false, inaccurate, or unsupported information in the City's submissions is reason enough to halt approval and demand an independent investigation. Commissioners should not make irreversible decisions based on a questionable factual record.
The consequences for maritime safety, emergency response, public boating access, youth programs, and working families are too serious to ignore.
Do not approve this permit. Require a new, independent EIR, with full public review, before proceeding.

Respectfully,
Kai Stenton
CA Boater

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From Kate Thompson <katet@me.com>
Date Tue 11/3/2026 8:02 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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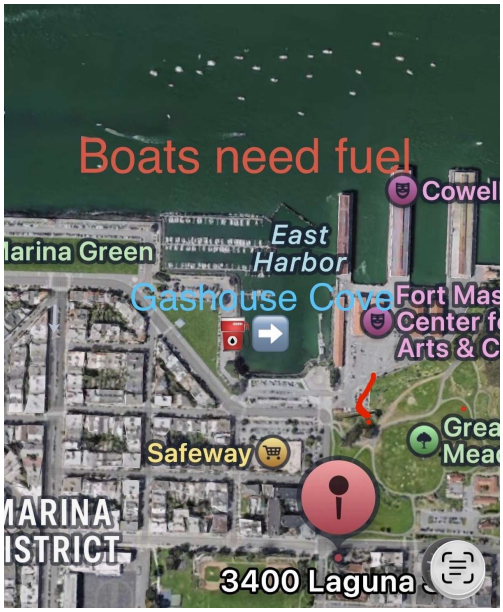
Re: Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

November 3, 2026

Dear BCDC Commissioners,

My name is Katherine Thompson. I am a USCG-licensed 50-ton Master, and I captain vessels in both Hawai'i and San Francisco. I sailed the 2007 Transpacific Yacht Race to the finish line at the Diamond Head buoy in Honolulu. In the summers of 2023 and 2024, I taught the use of navigation, tide, and weather applications to young members of the San Francisco Sea Scouts, a nationally recognized program. I am also a retired registered nurse and nursing school instructor. In my 30-plus years in healthcare, I saw how minutes can make a difference in outcomes, and how a thorough assessment and teamwork in decision-making are essential. Those same principles apply here, and the public is not on board with demolishing the one and only public fuel dock on this side of San Francisco Bay.

I write about Agenda Item 8, Permit Application M2025.006.00, the San Francisco Marina Improvement and Remediation Project at Gashouse Cove (East Harbor), near Fort Mason and the Safeway on Marina Boulevard. I support cleaning up the harbor. I do not support approving this permit as proposed, because it removes three facilities that make boating possible on San Francisco's north shore.



Gashouse Cove (East Harbor), with the fuel dock, next to Fort Mason and the Safeway on Marina Boulevard.

Why each facility matters

- **The fuel dock.** It is the **only** public marine fuel on the north shore. Recreational boaters, youth programs, and first responders depend on it. The SFPD Marine Unit refueled there 86 times in fiscal year 2024–25. On July 14, 2026, when a boat carrying a family memorial service sank near Alcatraz, all 16 survivors were brought ashore at Gashouse Cove, and the dock's operator believes nine of the eleven responding emergency vessels refueled there. In her words: "When they need help, when they need shoreside assistance, when they need a place for paramedics, they come here." As a nurse, I know that when a rescue boat must travel farther to refuel, the delay can matter to a person in the water.
- **The public boat lift.** It is the **only** public boat lift in San Francisco. It is not working today, but its original construction is sound, and it could be restored at modest cost if the will is there. Restored, it would let residents who trailer small boats launch and haul out in the city. Its launch area also matters in emergencies: during the July 14 rescue, the large concrete pad held emergency vehicles and staff and served as a coordination point, and survivors were taken to a room nearby at Fort Mason.
- **The touch-and-go dock.** It is the **only** one in northern San Francisco. Captains use it to pick up and drop off crew, guests, and supplies. Visiting racers and guests who come for the Bay's sailing events need a place to land, provision, and refuel near the Cityfront.

The record

- San Francisco Recreation and Parks has described the Harbor Safety Committee's position as "concerns." In its June 17, 2026 letter to BCDC, the Harbor Safety Committee of the San Francisco Bay Region formally asked the Commission to **reject** the San Francisco Marina plans in their current form. That is a formal position, not a passing concern.
- The City is relying on an EIR certified in 2007 for a project meant to reconstruct and improve Gashouse Cove, not to remove its fuel dock, boat lift, and touch-and-go dock. The public has not had a meaningful chance to comment on the impacts of the project now proposed.

My request

- **Do not approve** Permit Application M2025.006.00 as proposed, and require a **new, independent EIR** under CEQA for the project actually being proposed.
- At minimum, condition any approval so the Gashouse Cove fuel dock **cannot be removed until a replacement public fuel dock is open and operating**, and so the public boat lift and touch-and-go dock are preserved or replaced nearby.

I hope you will find that I bring an informed view, grounded in my experience in healthcare, as a marine professional, and as someone who has fueled boats at this dock. I hope the public's comments will persuade you to vote no, or to hold your vote until these issues are addressed. I appreciate the opportunity to submit comment.

Respectfully,



Captain Katherine Thompson
USCG-licensed 50-ton Master · Retired RN and nursing school instructor
Honolulu, Hawai'i · San Francisco, California

References

- Harbor Safety Committee of the San Francisco Bay Region, letter to BCDC (June 17, 2026), with RPD/PG&E response: https://bopc.ca.gov/wp-content/uploads/sites/41/2026/08/6A-02-2026-08-27-HSC-Letter_20260617_RPD_PGE-response.pdf

- Harbor Safety Committee memorandum on Gashouse Cove marine fuel access (May 14, 2026): https://bopc.ca.gov/wp-content/uploads/sites/41/2026/05/17-2026-05-28-Gashouse-Cove-document.pdf
- KION, "Fuel dock that played role in San Francisco boat rescue operations could be shut down" (July 16, 2026): https://kioncentralcoast.com/news/top-stories/2026/07/16/fuel-dock-that-played-role-in-san-francisco-boat-rescue-operations-could-be-shut-down/
- Associated Press via Philadelphia Inquirer, "Boat sinks near Alcatraz Island" (July 15, 2026): https://www.inquirer.com/news/nation-world/boat-sinks-alcatraz-island-20260715.html
- CEQAnet, Notice of Determination citing the 2007 Final EIR (April 2026): https://ceqanet.lci.ca.gov/2003122131/5
- BCDC, Agenda Item 8 Staff Summary: https://www.bcdc.ca.gov/wp-content/uploads/sites/354/2025/12/Agenda-Item-8-Staff-Summary-1.pdf
- Baykeeper et al., community support letter for Gashouse Cove fuel dock (Nov. 2025): https://baykeeper.org/wp-content/uploads/2025/12/Support-for-Gashouse-Cove-Marina-and-Fuel-Dock-Nov-2025-2.0.pdf

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From Nancy Luna <nancyluna44@icloud.com>
Date Tue 11/3/2026 1:32 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>
Cc nancyluna44@yahoo.com <nancyluna44@yahoo.com>

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WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Dear BCDC Commissioners,

I do not support approval of this permit. I ask each Commissioner to stop and carefully consider the long-term consequences of this decision before moving forward. I urge the Commission **not to approve Agenda Item 8, Permit Application M2025.006.00, for the San Francisco Marina Improvement and Remediation Project**, and instead require **a new, independent Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA)** that evaluates the project actually being proposed. The City is relying on an EIR certified 19 years ago, in 2007, for a project intended to **reconstruct and improve Gashouse Cove**, not to **deconstruct portions of the harbor and eliminate essential public boating facilities**, including the fuel dock, public boat lift, and touch-and-go dock. These are fundamentally different projects, with serious consequences for public boating access, maritime safety, emergency response, youth programs, and working families. **Without a new CEQA review, the public has no meaningful opportunity to review and comment on the environmental impacts of the project now being proposed.** I ask the Commission to withhold approval until a **new, independent EIR** has been completed and circulated for public review and comment.

Respectfully,
Nancy Luna
Sent from my iPhone

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From Richard Devlin <rdevlin56@gmail.com>
Date Tue 11/3/2026 2:18 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Respectfully,

Richard Devlin

Outlook

Please save gashouse Cove

From Valerie Lee <kungfu@sfsu.edu>
Date Wed 11/4/2026 12:09 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Respectfully,
Valerie Lee

Sent from my iPad

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From William Gramlich <williamfgramlich@gmail.com>
Date Wed 11/4/2026 8:41 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Dear BCDC Commissioners,
I do not support approval of this permit. I ask each Commissioner to stop and carefully consider the long-term consequences of this decision before moving forward. I urge the Commission not to approve Agenda Item 8, Permit Application M2025.006.00, for the San Francisco Marina Improvement and Remediation Project, and instead require a new, independent Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) that evaluates the project actually being proposed. The City is relying on an EIR certified 19 years ago, in 2007, for a project intended to reconstruct and improve Gashouse Cove, not to deconstruct portions of the harbor and eliminate essential public boating facilities, including the fuel dock, public boat lift, and touch-and-go dock. These are fundamentally different projects, with serious consequences for public boating access, maritime safety, emergency response, youth programs, and working families. Without a new CEQA review, the public has no meaningful opportunity to review and comment on the environmental impacts of the project now being proposed. I ask the Commission to withhold approval until a new, independent EIR has been completed and circulated for public review and comment.
Respectfully,

William Gramlich

Outlook

Public Comment — November 5, 2026 — Agenda Item 8 — San Francisco Marina

From David Thomas <sfwatertaxi@yahoo.com>
Date Mon 11/2/2026 3:47 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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As the owner of San Francisco Water Taxi we have been greatly affected by past shutdowns of various fueling docks . Even a temporary shutdown of one fuel dock ripples across the entire commercial fleet and causes serious hardships.
Shutting down such a valuable marine asset such as fuel accessibly by fifty percent should not be even considered until an alternative fueling station is built and functioning.
Please do not reduce the already anemic marine fueling sources anymore .
David Thomas
Owner
San Francisco Water Taxi
Sent from my iPhone

Outlook

SF Marina Improvement and Remediation Project at Gashouse Cove

From Brian Stern <badskulls@gmail.com>
Date Tue 11/3/2026 2:14 PM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

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Best Regards,
Brian Stern

--
Brian Stern - Screen Printing
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Outlook

BCDC Commission Meeting November 5, 2026 - Comment on Item 8 - MIRP

From Bruce Stone <bruce@brucestone.com>
Date Tue 11/3/2026 7:22 AM
To BCDC Public Comment <publiccomment@bcdc.ca.gov>

1 attachment (1 MB)
Hyde St Fuel Station pics 10-27-26 Low tide 6-30PM.pdf;

You don't often get email from bruce@brucestone.com. Learn why this is important

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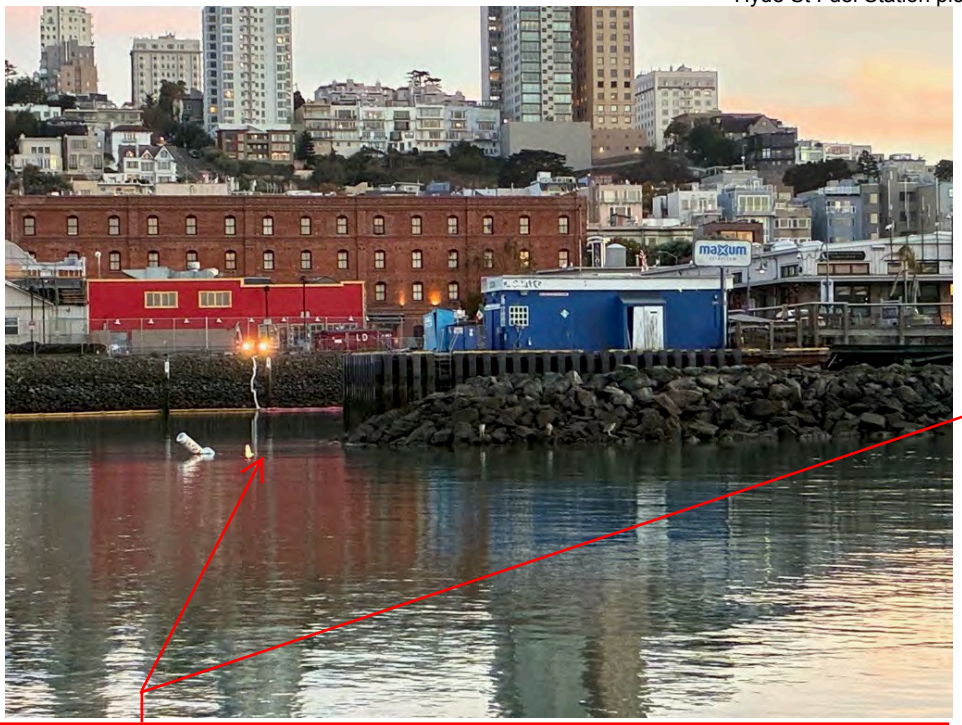
Dear Commissioners – I represent the berth holders and users of SF Marina Harbor. We currently refuel in East Harbor. The Hyde St fuel dock is designed for steel hulled fishing boats. It must have a floating dock to enable small boats to obtain gasoline and/or diesel. At low tide, it will be difficult to handle the hoses and nozzles being lowered to a boat from the high pier where the fuel pumps are located. Also, the cement pier poses great risk to fiberglass and wooden boats trying to tie up for refueling. See photos attached.

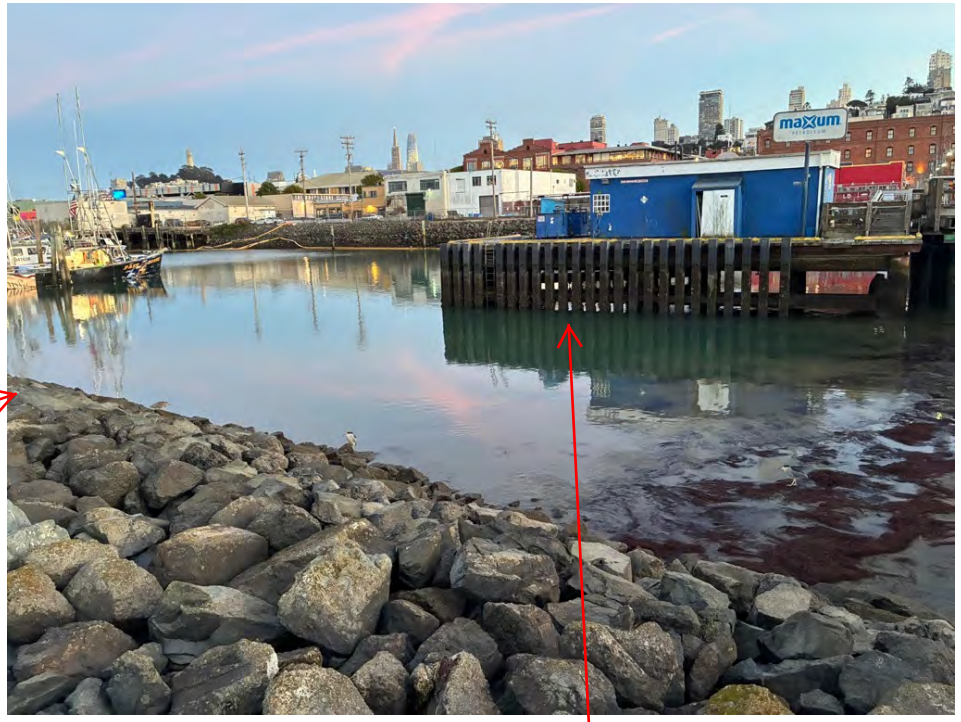
We implore you to reject the proposed plan to abandon the fueling facility in East Harbor until a floating dock is installed to serve smaller boats.

Sincerely,

Bruce J. Stone
President, SF Marina Harbor Association
Owner – J/105 sailboat in slip 221 and user of the harbor since 1980
bruce@brucestone.com
917-822-4060

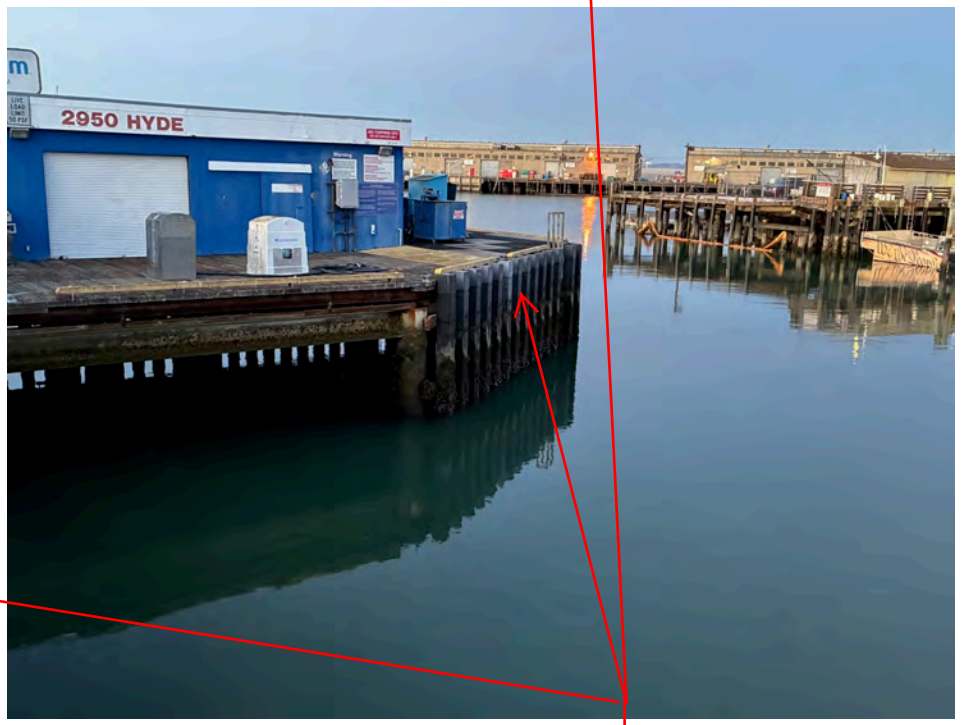
Hyde St Fuel Station pics 10-27-26 Low tide 6-30PM





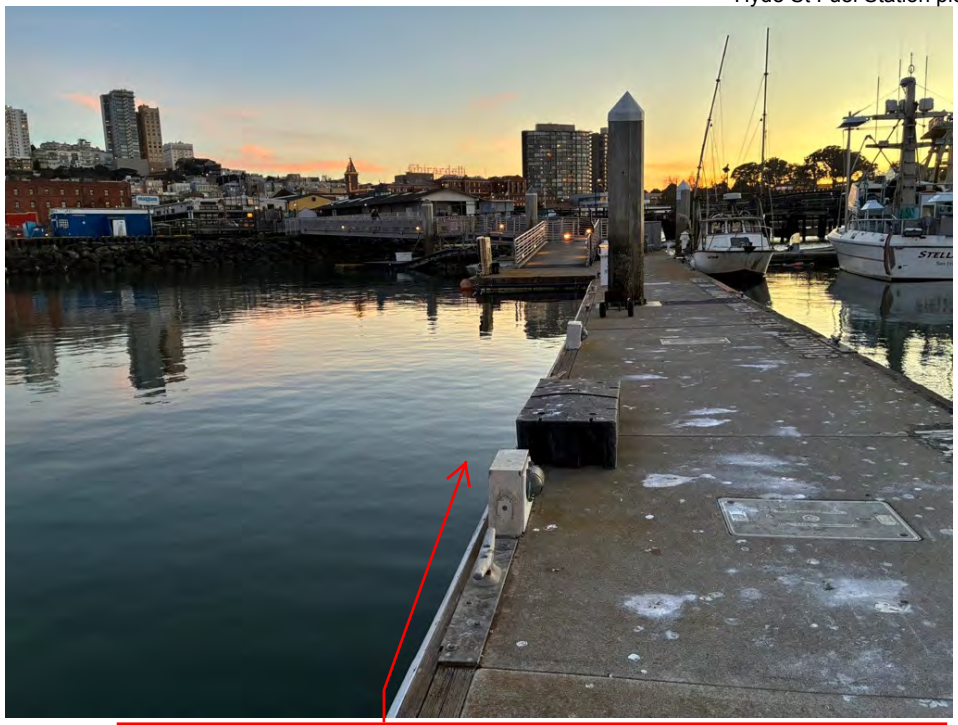
Approach to Fuel Station. Rip rap partial submerged at high water



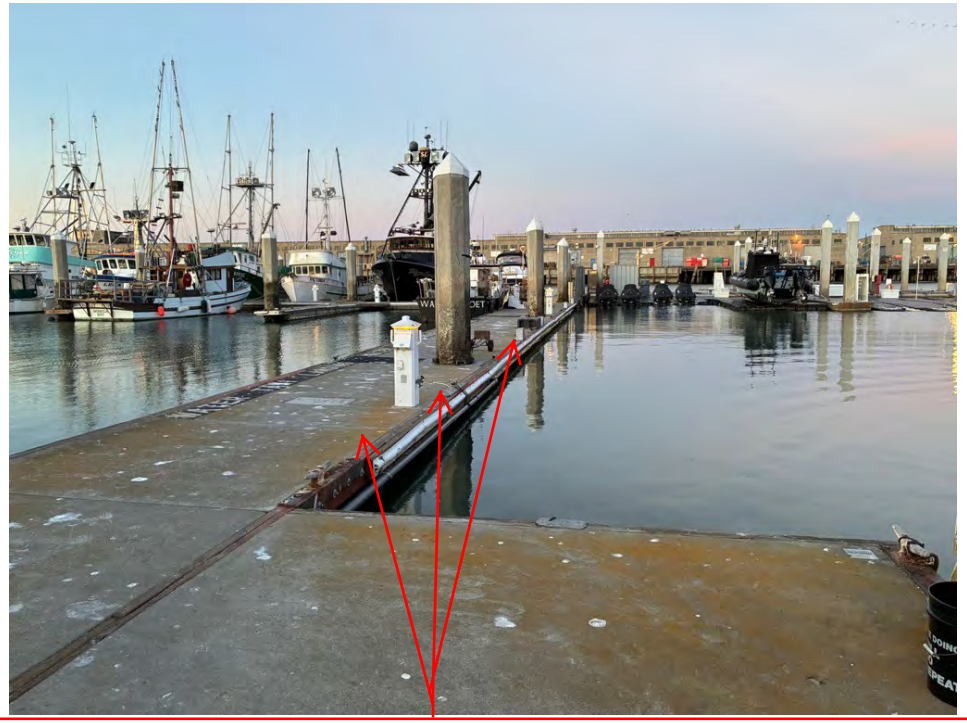


Fuel Station 10'+ above water. Needs Floating dock for access

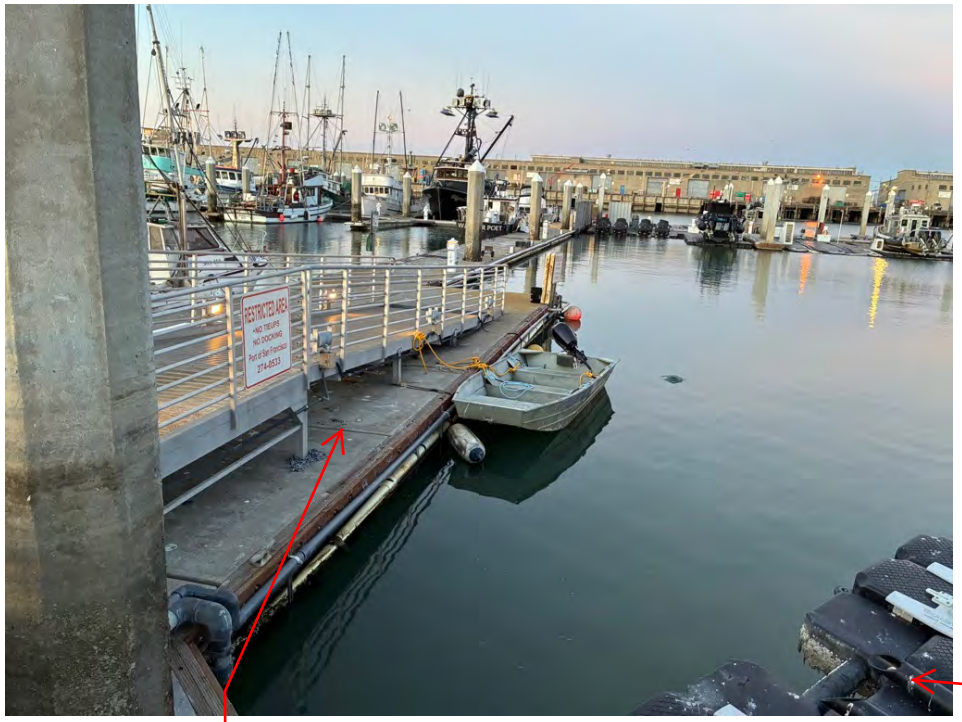
Hyde St Fuel Station pics 10-27-26 Low tide 6-30PM



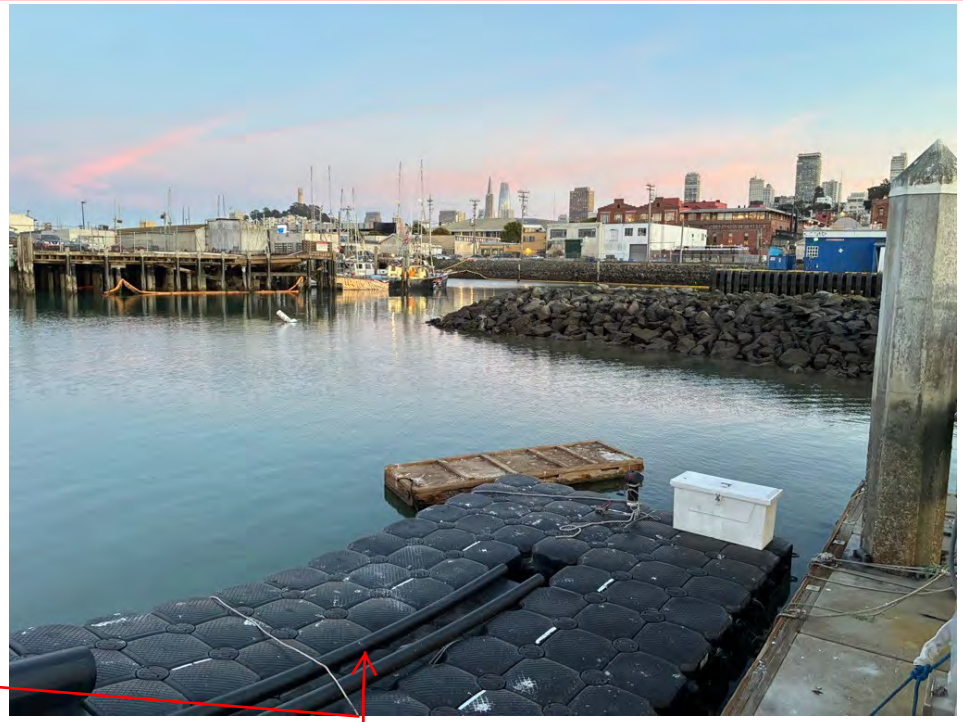
Approach to Fuel passing Commercial Fishing docks



If Fuel Pumps could be installed here this floating fuel dock would work



ADA ramp takes up entire dock

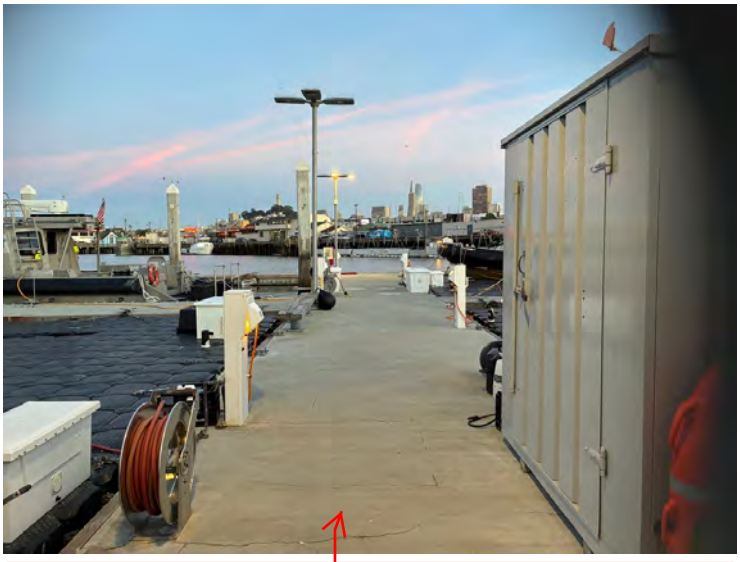


Abandoned Jetski float

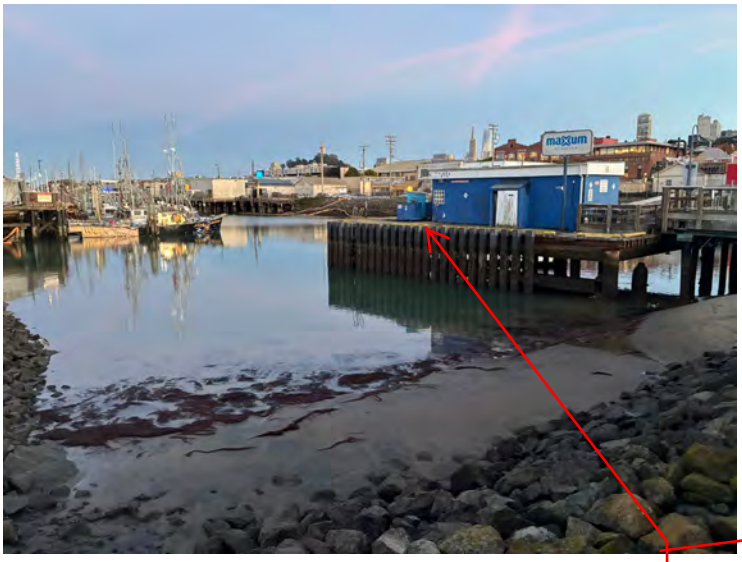
Hyde St Fuel Station pics 10-27-26 Low tide 6-30PM



Big commercial fishing boats can raft up to the fuel station without much damage. Pleasure boats can't

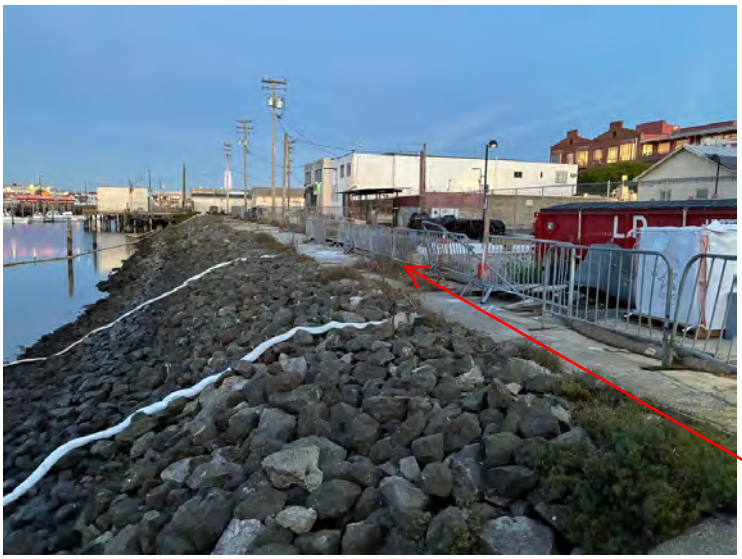


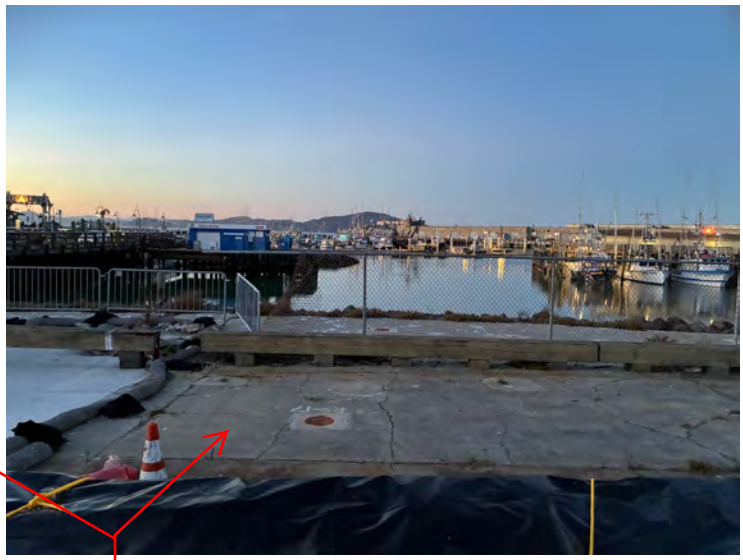
Fenced off First Responder area at end of commercial dock. No fuel here





These appear to be abandoned pumps





Messy Fuel tank and supply / parking area to the south