Memorandum of Agreement

among the

Federal Transit Administration, and California State Historic Preservation Officer

for the

Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project in San Francisco County, California

WHEREAS, the Federal Transit Administration (FTA) has under consideration construction of a new multi-modal Terminal on the site of the present Transbay Transit Terminal, extension of the Peninsula Corridor Service (Caltrain) from its current San Francisco terminus at Fourth and Townsend Streets to a new underground terminus beneath the new Terminal, and establishment of a Redevelopment Area Plan with related development projects, including transit-oriented development on publicly-owned land in the vicinity of the new multi-modal Terminal (Undertaking) as proposed by the Transbay Joint Powers Authority (TJPA), the City and County of San Francisco (CCSF), the Peninsula Corridor Joint Powers Board (JPB), and the San Francisco Redevelopment Agency (SFRA); and

WHEREAS, on March 28, 2003, the TJPA selected a Locally Preferred Alternative (LPA) for this Undertaking that includes the West Ramp Transbay Terminal Alternative, Full Build Redevelopment Alternative; and Second-to-Main Tunneling Alternative; and

WHEREAS, FTA is the lead federal agency for this Undertaking, pursuant to the National Environmental Policy Act (NEPA) and the co-lead agencies are the CCSF, JPB, and the SFRA;

WHEREAS, the TJPA, as a Responsible Agency, intends to become the project sponsor, a grantee for federal grant receipt purposes, and the recipient to FTA assistance; and

WHEREAS, the California Department of Transportation (Department) has indicated that it will transfer title to the historic property known as the Transbay Transit Terminal, which is a component of the San Francisco – Oakland Bay Bridge (Bay Bridge), a multi-component structure that is listed on the National Register of Historic Places (NRHP), to TJPA, after receipt of satisfactory proof that FTA has issued a Record of Decision pursuant to NEPA for construction of the Undertaking, and

WHEREAS, this Undertaking will adversely affect historic properties listed or eligible for listing on the NRHP, including components of the Bay Bridge and the Second and Howard Streets Historic District, and may have effects on archaeological properties that have not yet been identified; and

WHEREAS, the Bay Bridge East Span Seismic Safety Project in San Francisco and Alameda counties is a separate undertaking from the subject Undertaking; and

WHEREAS, FTA has consulted with the California State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

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WHEREAS, FTA, TJPA, CCSF, JPB, SFRA have consulted with Department; the City of Oakland, the San Francisco Architectural Heritage; the San Francisco Planning & Urban Research Association (SPUR); the National Park Service (Western Regional Office); the National Trust for Historic Preservation; the American Institute of Architects Preservation Committee: San Francisco Beautiful; Transbay Citizens' Advisory Committee; the Oakland Heritage Alliance; the San Francisco Landmarks Preservation Advisory Board; and San Francisco Tomorrow, about the Undertaking and its effects on historic properties, and have taken all comments received from these parties into account; and

WHEREAS, the California Legislature has considered the importance of proceeding with the Transbay Transit Terminal project and has granted a specific exemption to State Law prohibiting the demolition of historic structures with the following language: "the Legislature hereby approves demolition of the Transbay Terminal building at First and Mission Streets in the City and County of San Francisco, including its associated ramps, for construction of a new terminal at the same location, designed to serve Caltrain in addition to local, regional, and intercity bus lines, and designed to accommodate high-speed passenger rail service." (AB 812, 2003);

NOW, THEREFORE, FTA and SHPO agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

I. **Applicability of Stipulations**

If FTA provides funding assistance or a loan guarantee for the Undertaking, FTA will ensure that the TJPA implements the following stipulations, which are applicable to the Locally Preferred Alternative (LPA).

II. **Professional Standards**

All activities regarding history, historic preservation, historical archaeology and prehistoric archaeology that are carried out pursuant to this Agreement will be carried out by or under the direct supervision of persons meeting, at a minimum, the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) in these disciplines.

Mitigation of Effects on Components of the San Francisco-Oakland Bay Bridge III. (Bay Bridge)

A. Permanent Interpretive Exhibit at the Terminal

TJPA will direct the design and engineering team for the Undertaking to integrate into the design of the new terminal a dedicated space for a permanent interpretive exhibit. The interpretive exhibit will include at a minimum, but is not necessarily limited to: plaques or markers, a mural or other depiction of the historic terminal, and Key System, or other interpretive material.

TJPA will consult with Department regarding the availability of historical documentary materials and the potential use of salvaged items from the existing Transbay Transit Terminal for the creation of the permanent interpretive display of the history of the original Transbay Transit Terminal building and its association with the San Francisco-Oakland Bay Bridge and the potential salvaged items from the existing Terminal.

Department will assist TJPA in planning the scope and content of the proposed interpretive exhibit. In addition, TJPA will also invite the Oakland Heritage Alliance, the San Francisco Architectural Heritage, the California State Railroad Museum, and the Western Railway Museum to participate. TJPA, while retaining responsibility for the development of the exhibit, will consider, jointly with Department, the participating invitees' recommendations when finalizing the exhibit design. TJPA will produce, install, and maintain the exhibit.

TJPA will also consult with the City of Oakland about its interest in having a similar interpretive exhibit in the East Bay. If agreement is reached prior to completion of final design of the Terminal, TJPA will provide and deliver exhibit materials to a venue provided by the City of Oakland.

B. Salvage

TJPA, in consultation with Department, will identify elements of the existing Transbay Transit Terminal that are suitable for salvage and interpretive use in the exhibit in the new Terminal or in museums. Within two years of signing of this agreement, TJPA will offer these items to San Francisco Architectural Heritage, the California State Railroad Museum, Sacramento, the Western Railway Museum, the Oakland Museum, and any other interested parties. Acceptance of items by interested parties must be completed at least 90 days prior to demolition of the Transbay Transit Terminal. TJPA will remove the items selected in a manner that minimizes damage and will deliver them with legal title to the recipient. Items not accepted for salvage or interpretive use will receive no further consideration under this agreement.

C. Oakland Museum of California Exhibit

TJPA will consult with Department and the Oakland Museum about contributing to Department's exhibit at the Oakland Museum relating to the history and engineering of the major historic state bridges of the San Francisco Bay Area. TJPA will propose contributions to such an exhibit that may include an interpretive video including the history of the Transbay Transit Terminal and the Key System. Components to such an exhibit may include photographs, drawings, videotape, models, oral histories, and salvaged components from the terminal. In addition, TJPA will assist the Museum by contributing to the cost of preparing and presenting the exhibit, interpretive video, as well as the costs of an exhibit catalog or related museum publication in conjunction with the exhibit, in a manner and to the extent agreed upon by TJPA, Department, and the Oakland Museum of California if consultation results in agreement between TJPA and Oakland Museum prior to demolition of the existing Transbay Transit Terminal. TJPA has established a maximum budget of \$50,000.00 for the Oakland Museum of California exhibit and the interpretive video.

D. Documentation

Prior to the start of any work that would have an adverse effect on historic properties, TJPA will consult with the California SHPO, to ensure that the Transbay Transit Terminal has been adequately recorded by past efforts. Collectively, these past studies, which include Department's past recordation of a series of remodeling and seismic retrofit projects that have occurred since 1993, may adequately document the building, making Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) documentation unnecessary. In addition, TJPA, assisted by Department, will seek to obtain the original drawings of the Transbay Transit Terminal by the architect Timothy Pflueger. If the drawings cannot be copied and included in the documentation, then TJPA will consult with SHPO regarding recordation level and specifications for completing additional documentation. When the SHPO finds the documentation to be adequate, then TJPA will compile this documentation into a comprehensive record. All

documentation will be submitted to SHPO and Department Headquarters Library with a xerographic copy to the Department District 4 Office. TJPA will contact the following repositories to inquire if they would like to receive a xerographic copy of the documentation: History Center at the San Francisco Public Library, San Francisco Architectural Heritage, the Oakland History Room of the Oakland Public Library, the Oakland Museum of California, and the Western Railway Museum. TJPA will ensure that these records are accepted by SHPO prior to demolition of the Transbay Transit Terminal.

E. Reevaluation of the Bay Bridge

Within 180 days after FTA determines that the Undertaking has been completed, TJPA, in consultation with FTA and SHPO, will re-revaluate the Bay Bridge, a property listed on the NRHP, and determine whether the National Register nomination should be amended or whether the bridge no longer qualifies for listing and should be removed from the National Register. As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR Part 60(60.14 and 60.15).

IV. Mitigation of Effects on Second and Howard Streets Historic District and Protective Measures for Rincon Point/South Beach Historic Warehouse Industrial District

A. Protective Measures

TJPA, in consultation with the owners of historic properties immediately adjoining the construction sites, will develop and implement measures to protect the contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District from damage by any aspect of the Undertaking. Such measures will include, but are not necessarily limited to those identified in Appendix A to this Agreement.

B. HABS/HAER Documentation

Prior to the start of any work that would have an adverse effect on historic properties, TJPA will ensure that the three historic properties that will be demolished are recorded in accordance with HABS/HAER standards, as appropriate. These buildings are:

- 191 2nd Street, (APN: 3721-022),
- 580-586 Howard Street, (APN: 3721-092 through 3721-106), and
- 165-173 2nd Street, (APN: 3721-025).

TJPA will contact the HABS/HAER branch of the NPS to obtain guidance regarding the level of recordation and specifications for completing the documentation. All documentation will be submitted to SHPO, with xerographic copies to the History Center at the San Francisco Public Library, San Francisco Architectural Heritage, and the Oakland History Room of the Oakland Public Library. TJPA will ensure that these HABS/HAER records are accepted by NPS prior to carrying out any other treatment.

C. Repair of Inadvertent Damage

TJPA will ensure that any damage to contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District resulting from the Undertaking will be repaired in accordance with the Secretary of the Interior's Standards for Rehabilitation. The condition of the contributing properties will be photographed prior to the

 start of the Undertaking to establish the baseline condition for assessing damage. To record these existing conditions, TJPA will consult with property owner(s) about the appropriate level of photographic documentation of building interiors and exteriors. A copy of this photographic documentation will be provided to the property owner(s), and will be retained on file by TJPA. If repair of inadvertent damage is necessary, TJPA will submit plans to the SHPO for review and comment to ensure conformance with the Secretary of the Interior's Standards for Rehabilitation.

D. Reevaluation of the Second and Howard Streets Historic District

Within 180 days after FTA determines that the Undertaking has been completed, TJPA, in consultation with FTA and SHPO, will re-revaluate the Second and Howard Streets Historic District and determine whether the National Register nomination should be amended or whether the district no longer qualifies for listing and should be removed from the National Register. As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR Part 60(60.14 and 60.15).

V. Mitigation of Effects on Archaeological Properties and Development and Implementation of a Treatment Plan for Archaeological Resources

TJPA or its consultants will carry out, in consultation with the JPB and CCSF, the following activities regarding mitigation of potential archaeological resource impacts.

A. Research Design/Treatment plan development

The TJPA will have a comprehensive Research Design/Treatment Plan for archeological resources prepared by a qualified consultant. The Research Design/Treatment Plan will be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37) and take into account the ACHP publication, Treatment of Archaeological Properties: A Handbook (ACHP 1980), and SHPO quidelines.

B. Research Design/Treatment Plan Specifics

The Research Design/Treatment Plan will include, at a minimum:

- i An Historical Context for the Area of Potential Effects for Archaeological Resources (APEAR). The Historical Context will present prehistoric and historic-era overviews of the project area. The Historical Context should incorporate data developed in the Archaeological Research Design and Treatment Plan for SF-480 Terminal Separation Rebuild (Praetzellis and Praetzellis, 1993) and the San Francisco-Oakland Bay Bridge, West Approach Replacement: Archaeological Research Design and Treatment Plan (Ziesing, 2000) for the portions of the APEAR within the scope of these documents.
- ii A Research Context for the APEAR. The Research Context will identify expected archeological property types and develop research themes, questions, and data needs. To the extent applicable to expected property types, the Research Context will incorporate the research framework developed in the Revised Historical Archaeology Research Design for the Central Freeway Replacement Project (Thad M. Van Bueren, Mary Praetzellis, Adrian Praetzellis, Frank Lortie, Brian Ramos, Meg Scantlebury and Judy D. Tordoff).

iii Testing/Data Recovery Plan that will specify, at minimum:

- The properties or portion of properties where evaluation and/or data recovery are to be carried out;
- The properties, if any, that will be affected by the Undertaking but for which no data recovery will be carried out;
- The manner in which inadvertent discoveries will be treated;
- The methods to be used for data recovery, with an explanation of their relevance to the research questions/themes;
- The methods to be used in cataloguing, analysis, data management, and dissemination of data;
- The proposed disposition of recovered materials and records, including discard and deaccession;
- The manner in which any human remains and associated/unassociated funerary objects, including those of Native American or Native Hawaiian origin, will be treated;
- The security procedures to be undertaken to protect the archeological testing/data recovery site from vandalism, theft, or unintended damage;
- The final report summarizing, describing and interpreting the results of testing/data recovery;
- The measures to be undertaken to ensure curation of recovered data determined to have appropriate research potential.
- Research Design/Treatment Plan Review

TJPA will submit the Research Design/Treatment Plan to all parties to this Agreement for a thirty (30) calendar day review following receipt of the Plan. If any party fails to submit their comments within thirty (30) days, TJPA may assume that party's concurrence with the Research Design/Treatment Plan. TJPA will take any review comments into account, revise the Research Design/Treatment Plan accordingly, and will notify any party whose comments were not incorporated into the Plan.

C. Notification

TJPA will promptly notify the SHPO, FTA, and Department as appropriate, if any properties are found that meet the conditions for eligibility for inclusion in the NRHP.

D. Report Standards and Dissemination

TJPA will ensure that all reports from implementation of the Research Design/Treatment Plan meet contemporary professional standards and the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37). Copies of all final reports will be provided to the SHPO, the Northwest Information Center at Sonoma State University, the Federal Transit Administration, Department, and the Environmental Review Officer of the CCSF.

E. Confidentiality

The signatories to this Agreement acknowledge that historic properties covered by this Agreement are subject to the provisions of \S 304 of the National Historic Preservation Act of 1966 and \S 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement are consistent with \S 304 of the National Historic Preservation Act of 1966 and \S 6254.10 of the California Government Code.

VI. Annual Report

TJPA will prepare an annual report describing the status of its efforts to comply with the mitigation measures set forth in Stipulations III through V of this Agreement. The annual report will be prepared following the end of the each fiscal year (July 1 to June 30) and will be distributed by TJPA to all of the signatories to this Agreement by July 30 of each year, until TJPA determines that the applicable mitigation measures set forth in Stipulations III through V inclusive, of this Agreement have been completed.

VII. Amendments, Legal Compliance, Termination, and New Agreement

A. Amendments

If any signatory to this Agreement determines that an amendment to its terms should be made, the signatory will immediately consult with the other signatories to this Agreement pursuant to 36 CFR 800.6 (c)(7). This Agreement may be amended only upon written concurrence of all signatory parties.

B. Legal Compliance

All signatories to this agreement shall comply with all applicable laws and regulations of the State of California and the United States.

C. Termination

If the signatory parties to this Agreement do not reach consensus on amendment(s) as provided for in this stipulation, FTA and SHPO may terminate it. The party terminating the Agreement will in writing provide all other signatories with an explanation of the reasons for termination. If the Agreement is not amended or terminated, the Agreement will remain in effect as originally executed, and FTA will notify the other signatories that the attempt to reach consensus on amendment(s) was unsuccessful.

D. Action Following Termination

If this Agreement is terminated by FTA or SHPO for any reason, and FTA determines that the Undertaking will proceed, FTA will execute a new Memorandum of Agreement with the signatories under 36 CFR 800.6.

VIII. Dispute Resolution

Should any signatory to this Agreement object to the manner in which the terms of this Agreement are implemented, or to any documentation prepared in accordance with and subject to the terms of this Agreement, FTA will consult further with the objecting party to resolve the objection. If FTA determines within fourteen (14) days of receipt that such objection cannot be resolved, FTA will forward all documentation relevant to the dispute to the ACHP, including FTA's proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will:

 Advise FTA that it concurs in FTA's proposed response, whereupon FTA will respond to the objection accordingly; or

 Provide FTA with recommendations which FTA will take into account in reaching a final decision regarding the dispute.

Any ACHP comment provided in response to FTA's request will be taken into account by FTA with reference only to the subject of the dispute. The signatories' responsibilities to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged. FTA may authorize TJPA to implement that portion of the Agreement which is subject to dispute after receiving and taking into account, any ACHP comments issued in accordance with this stipulation. FTA's decision regarding resolution of the dispute will be final.

If the ACHP fails to comment within the time period specified in this stipulation, FTA may authorize TJPA to implement that portion of the Agreement which is subject to dispute in accordance with FTA's proposed response to the objection as submitted to the ACHP, and after taking into account any SHPO or ACHP comments. FTA's decision regarding resolution of the dispute will be final.

IX. Public Objections

If any member of the public objects to the manner in which the provisions of this Agreement are implemented, FTA shall immediately notify the other parties in writing of the objection and take the objection into account. FTA shall consult with the objecting party and, if the objecting party so requests, with any or all of the other signatories, for no more than thirty (30) calendar days. Within fourteen (14) calendar days following closure of the consultation period, FTA will render a decision regarding the objection and notify all parties of this decision in writing. In reaching a decision, FTA will take comments from all parties into account. No provision of this stipulation will preclude FTA from continuing to implement any provision of the Agreement that is subject to public objection.

X. Duration

A. Reconsideration

 If FTA determines that construction of the Undertaking has not been initiated within ten years following execution of this Agreement, the signatories shall consult to reconsider its terms. Reconsideration may include continuation of the Agreement as originally executed, amendment, or termination in accordance with Stipulation VII.

B. Terms Fulfilled

This Agreement will be in effect through FTA's implementation of the Undertaking, and will terminate and have no further force or effect when FTA, in consultation with the other signatories, determines that the terms of this Agreement have been fulfilled in a satisfactory manner. FTA will provide that other signatories with written notice of its determination and of termination of this Agreement.

Execution and implementation of this Agreement is evidence that FTA has afforded the ACHP a reasonable opportunity to comment on the Undertaking and the effect of the Undertaking on historic properties, and have themselves taken into account the effect of the Undertaking on historic properties.

Ву: _	Title:	Date:	
	Title:		
Calif	ornia State Historic Preservation Officer		
By: _		Date:	
•	Title:		
Invi	ited Concurring Parties:		
Tran	sbay Joint Powers Authority		
Ву:		Date:	
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City	and County of San Francisco		
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Appendix A: Protective Measures:

Following are mitigation measures to be implemented to protect properties eligible for on in the National Register of Historic Places. The measures described would be implemented by a combination of construction contract specifications, drawings, and provisions, as well as public affairs programs. TJPA and JPB staff would be assigned to work directly with the public to provide project information and to resolve construction-related problems. The TJPA and JPB will work with community residents, elected officials, local businesses, and community organizations to tailor the mitigation program to best meet community needs. Contractors will be monitored to assure that mitigation measures are met.

I. Preconstruction Activities

• **Undertake building data survey.** A pre-construction structural survey would be completed to determine the integrity of existing buildings adjacent to and over the proposed extension. This survey would be used to finalize detailed construction techniques along the alignment and as the baseline for monitoring construction impacts during and following construction. During construction, the TJPA and JPB would monitor adjacent buildings for movement and, if movement is detected, take immediate action to control the movement.

• Complete detailed geotechnical investigation. During final design, additional sampling (drilling and core samples) and analyses of subsurface soil/rock conditions would be used to detail and finalize the excavation and its support system to be used in the retained cut, cut-and-cover and tunnel portions of the extension. Current data, including subsurface sampling conducted in 1995 and 1996 for the 1997 Caltrain DEIS/DEIR have been used to identify the proposed construction techniques presented in the following sections, which form the basis for the impact analysis that follows in Section 5.21.

II. General Construction Measures

• **Provide signage.** The TJPA and JPB would work with establishments affected by construction activities. Appropriate signage would be developed and displayed to direct both pedestrian and vehicular traffic to businesses via alternate routes.

• **Install level deck.** Decking at the under-street cut-and-cover sections would be installed flush with the existing street or sidewalk levels.

• **Provide for efficient sidewalk design and maintenance.** Wherever feasible, sidewalks would be maintained at the existing width during construction. Where a sidewalk must be temporarily narrowed during construction (e.g., deck installation), it would be restored to its original width during the majority of construction period. In some places this may require placing the temporary sidewalk actually on the deck. Each sidewalk design should be of good quality and approved by the Resident Engineer prior to construction. Handicapped access would be maintained during construction where feasible.

III. Soils/Geology

 Underpin existing buildings, where deemed necessary, to protect existing structures
from potential damage that could result from excessive ground movements during
construction. The design of the tunneling and the excavation procedures (and construction
sequence), and the design of the temporary support system will be developed with the objective of
controlling ground deformations within small enough levels to avoid damage to adjacent structures.

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Where the risk of damage to adjacent structures is too great, special measures may be implemented such as: (1) underpinning, (2) ground improvement, and/or (3) strengthening of existing structures to mitigate the risks.

The cut-and-cover alignment passes near settlement-sensitive structures in the vicinity of the intersection of Second and Townsend streets, including buildings in the Rincon Point / South Beach Historic Warehouse – Industrial District (i.e., 166-178, 180, , and 350-360 Townsend Street).

The tunnel alignment passes under a number of old and settlement-sensitive structures in the vicinity of the intersection of Second and Townsend streets, including buildings in the Rincon Point / South Beach Historic Warehouse - Industrial District (i.e., 130, 136, 144-146, 148-154, and 162-164 "Townsend Street; 634, 640, 650, and 670-680 Second Street; and 301-321 Brannan Street).

Even though the tunnel will be excavated using the stacked drift method, and even though the tunnel will be excavated in the Franciscan Rock formation, the risk of potential adverse impacts of tunneling on the existing buildings must be assessed, because the rock cover over the tunnel is rather shallow.

As part of the initial studies performed in 1996, preliminary plans were developed to protect/strengthen existing structures to mitigate the risk of adverse impacts of tunneling on existing structures. Underpinning, if it is deemed necessary, is one of the options for mitigating adverse effects of tunneling on the existing buildings. Underpinning involves modification of the foundations of the building so that the superstructure loads can be transferred beyond the zone of influence of Underpinning may include internal strengthening of the superstructure, bracing, reinforcing the existing foundations, or replacing the existing foundations with deep foundations that are embedded outside the zone of influence of tunneling.

Other alternatives, in lieu of underpinning, involve strengthening of the rock between the building and the crown of the tunnel. Grouting in combination with inclined pin piles can be used not only to strengthen the rock but to make the rock mass over the tunnel act as a rigid beam, which would allow construction of the tunnels with no adverse effects on the buildings that are supported on shallow foundations over the tunnel.

Preliminary plans for underpinning have been developed that allow cost estimates to be made for underpinning. During the detailed design phase of the Project, underpinning plans will be developed specific to each of the buildings that may require it. It is not necessary at this stage of the Project to develop detailed underpinning plans.

These issues will be addressed on a case by case basis, along the alignment, during the detailed design phase of the Project. The methodology that is proposed for the Caltrain Downtown Extension, i.e. to design the support system to control ground deformations within tolerances, and selectivity strengthen structures that may be too weak to resist even small deformations, was successfully used for the Muni Metro Turnback project, and should be effective for the Caltrain Downtown Extension Project as well.

Assure proper design and construction of pile supported foundations for structures to control potential settlement of the surface. Stability of excavations resultant impacts on adjacent structures can be controlled within tolerable limits by proper design and implementation of the excavation shoring systems.

IV. Air Emissions

• Upon completion of the construction phase, buildings with visible signs of dirt and debris from the construction site shall be power washed and/or painted (given that permission is obtained from the property owner to gain access to and wash the property with no fee charged by the owner).

V. Vibration

• Limit or prohibit use of construction techniques that create high vibration levels. At a minimum, processes such as pile driving would be prohibited at distances less than 250 feet from residences.

 • Restrict procedures that contractors can use in vibration sensitive areas. It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.

• Require vibration monitoring during vibration intensive activities.

 Restrict the hours of vibration intensive activities such as pile driving to weekdays during daytime hours.

• Investigate alternative construction methods and practices to reduce the impacts in coordination with the construction contractor if resident annoyance from vibration becomes a problem.

Include specific limits, practices and monitoring and reporting procedures for the use of controlled detonation. Controlled detonation may be required during tunnel construction through rock for both the cut-and-cover and stacked-drift construction methods, subject to additional geotechnical investigations and other considerations that would be determined during the final design and construction phases of the project. Any use of controlled detonation would be closely controlled and monitored to avoid damage to existing structures. Specific limits, practices, and monitoring and reporting procedures would be included within the contract documents to ensure that such construction methods, if used, would not exceed safety criteria.

• Use high-resilience track fasteners or a resiliently supported tie system for the Caltrain downtown extension for areas projected to exceed vibration criteria.