



SF SHINES: FAÇADE and TENANT IMPROVEMENT PROGRAM STANDARDS

I. Program Description & Objectives

In an effort to improve the City and County of San Francisco's (the "City") business corridors, the SF Shines Program (the "Program") provides grants, design assistance and project management to property owners and merchants to improve commercial storefront facades and business interiors. The SF Shines Program is an economic development service of the Invest in Neighborhoods Initiative that provides focused, customized assistance to help small businesses thrive, increase quality of life, improve physical conditions, and build community capacity.

The Program's objectives are to:

- Encourage investment in the neighborhood
- Increase neighborhood safety
- Attract and retain retail businesses
- Improve business identity
- Restore the historic and architectural character of the neighborhood
- Improve the pedestrian experience of the corridor
- Assess and remove barriers to accessibility
- Leverage the most investment return for the size of the grant

II. Program Parameters

1. Eligibility:

Business and property owners located within selected Invest in Neighborhood Program (INP) commercial corridors may apply. Participating properties must be commercial and/or mixed use buildings with first floor retail storefronts. Information on current INP commercial corridor areas can be found at <http://investsf.org/sf-shines/>

2. Grant Funding:

Grants amounts are based on funding availability and eligible improvements that meet the SF Shines program criteria including neighborhood, façade and tenant improvement project selection criteria. SF Shines grants require a minimum 25% match of the entire project. Private match may be waived based on demonstrated financial hardship. Grants for the project will be reimbursed to the Client once construction is complete and the terms stated in the SF Shines Standards and Agreements have been met. The Client is responsible for all permits and payments to professionals, City departments, and contractors and any other additional project costs that exceeds the approved grant amount.



The SF Shines Program includes:

- A. The Facade Improvement Program** offers grants to assist with expenses of façade improvements such as rehabilitation of historic facades, storefront windows and doors, new signage and awnings, architectural lighting and landscaping. Façade improvements must be exterior and visible to the public, and preserve and enhance the historic and architectural integrity of the buildings. Permanently attached security grilles, roll ups and security bars must be removed as part of receiving grant funds.

The façade improvement program offers the following tiers:

Tier 1: Includes minor exterior building improvements such as:

- Power wash and paint
- Removal of security grilles/ roll up
- Glazing replacement
- Lighting/signage

Tier 2: Includes larger façade improvements such as:

- Awning
- Doors
- Any other improvements from tier 1

Tier 3: Includes extensive exterior improvements such as:

- Windows
- Storefront bulkhead
- Any other improvements from tiers 1 and 2

- B. The Tenant Improvement Program** offers grants to assist with interior space upgrades including interior construction, accessibility improvements, fixed equipment, lighting, paint, flooring, and interior upgrades that are necessary for business owners and/or property owners to maintain existing businesses or attract new businesses to the neighborhood.

3. Architectural Consulting Services

The SF Shines program provides free architectural design assistance to eligible applicants that do not have an architect for the project. The Program works with a select group of architects and designers pre-qualified under the City's request for qualifications for professional services. The Office of Economic and Workforce Development (OEWD) will assign the architect/designer to the Client that is best suited to the project's needs.

Selected consultants will work directly with SF Shines project manager, the business and/or building owner to propose improvements that are consistent with the program goals, SF Planning Design Guidelines, the Mayor's Office on Disability, applicable codes and regulations and are compatible with the character of the neighborhood. Designs are subject to review and approval by OEWD. Architects will provide limited design consulting services, technical drawings and obtain permit approvals from the San Francisco Department of Building Inspection and the Mayor's Office on Disability. Once the permit is approved, the permit may be picked up by the contractor and /or the Client.

If Client prefers to use an architect outside the program Client will not be reimbursed for design services. Projects without design assistance will be reviewed by OEWD for compliance with the



Program's Standards. A final design must be agreed between OEWD and Client before proceeding with the project agreement.

III. Project Selection Criteria

The primary objectives for City's commercial corridors are to increase economic vitality for businesses and pedestrian presence through high quality design and improvements that promote safety, interest and demand for diverse product and services, and improves the experience of the corridor. Prospective Program applicants will be evaluated and approved by the SF Shines Façade Improvement Program Executive Committee ("FIPEC") and will determine the grant amount based upon the scoring of the following criteria:

1. Neighborhood Criteria

- a. **Location Priority:** Business is located in a priority zone within the neighborhood which requires physical improvement as part of a larger strategy. Priority criteria includes:
 - i. Crime prevention
 - ii. Clustering
 - iii. Fills key vacancy.
- b. **Retention/Sustainability:** Making physical improvements will ensure the business is able to stay at the current location and is a neighborhood asset. Priority criteria includes:
 - i. Result in lease extension or a long term lease
 - ii. Implement ADA improvements
 - iii. Business is a neighborhood asset
 - iv. Business applies to the strengthening goals of a customized Individual Development Plan (IDP) and agrees to long term sustainability of business strategy and services.
- c. **Business Attraction:** Physical improvement will attract a desirable business that is catalyst for the neighborhood. Priority criteria includes:
 - i. Catalyst project
 - ii. Neighborhood desired business
- d. **Community Benefit:** Business provides a community benefit to the neighborhood. Priority criteria includes:
 - i. Service to low-moderate income clients
 - ii. Preserves cultural historic character
 - iii. Hires locally
 - iv. Reinvest in local community
- e. **Corridor Physical Attractiveness:** Physical improvements will increase foot traffic and attract people to the commercial corridor. Priority criteria includes:
 - i. Corridor attraction
 - ii. Visual monument
 - iii. Reduces neighborhood blight
- f. **Improvement Outweighs Public Investment:** The monetary investment of program is minimal when compared to the amount leveraged. Priority criteria includes:
 - i. Improvement outweighs public investment



2. Facade Improvement Criteria

Proposed improvements provide the following benefits:

- a. **Large investment impact:** Maximize impact of grant through clustering of building improvements. Project is a corner property or includes two or more business.
- b. **Restore neighborhood's historic character:** Improvements restore historic building elements such as storefronts, transom windows, historic signs and ornamental details.
- c. **Reduce blight:** Reduce the visible decline and disrepair of the exterior through building improvements including replacement of damaged glass, new paint, graffiti removal, removal of roll ups and security grilles.
- d. **Remove blank areas:** Discourage crime by adding eyes on the street, improving storefront transparency and removing blank or hidden areas. Building improvements include uncover windows and doors, increase window openings and remove hidden spaces.
- e. **Remove non-conforming elements:** Remove outdated elements that obscure architectural building features and diminishes the identity of the business including illuminated box signs, non-conforming awnings and signage.
- f. **Remove barriers of accessibility:** Improve the primary entry to the business to help persons with disabilities gain greater access to goods and services and assist businesses in complying with accessibility requirements. Proposed improvements may include new entry door, power door operators and level landings.
- g. **Add pedestrian elements:** Create an inviting atmosphere that encourages pedestrian activity and attracts new customers to the corridor. Pedestrian elements may include new awnings, architectural lighting, projecting sign, window decals, wall mounted signage, planters and landscaping.

3. Tenant Improvement Criteria

Proposed improvements support the following criteria:

- a. **Service and character of the project:** The business use, goods and services offered to the community reinforces and improves the character of the commercial corridor.
 - i. Reinforces the character of the neighborhood (local small business, neighborhood desired services, legacy business)
 - ii. Improves neighborhood conditions (removes blight, supports pedestrian oriented principles, provides healthy goods and/or services, promotes a desirable change of use)
- b. **Interior improvements:** Proposed improvements welcomes customers, increases visibility into the business, and improves business operations.



- i. Supports an open transparent façade
 - ii. Removes barriers of accessibility
 - iii. Interior improvements benefit business operations
- c. **Impact of Project:** Project has significant impact on surrounding properties and supports other types of public realm improvements, neighborhood or private investments.
- i. Project maximizes investment of public funds
- d. **Financial Contribution:** Project leverage more private investment and/or from other sources of funding that exceeds the required minimum grant contribution.
- i. Grant maximize leverage of private investment

IV. Client Obligations

Client understands that the following are his/her/its initial responsibilities:

1. Program Obligations

- Designate one person as the contact person for the project. This should be the Client.
- If Client is not the Property Owner, Client should demonstrate evidence of a long-term investment in the neighborhood, with a long-term lease (minimum three (3) years remaining on the lease). Client shall obtain and submit a signed SF Shines property owner consent form.
- Abide by federal/state procurement guidelines, including use of a bid process for contractor selection and compliance with City's prevailing wage standards.
- Agree to the terms of these Program Standards; sign a Preliminary Agreement, a Project Agreement, and a Contractor's Agreement.
- Make good faith efforts to commit and invest in the neighborhood and stay in business for a 3 year period following the completion of the project.
- Ensure that OEWD is the first point of contact in event of store struggle, store closure, or change of ownership in business.
- Complete recommended technical assistance with the Small Business Development Center (SBDC).

2. Project Obligations:

- Meet with SF Shines project manager, Invest in Neighborhoods staff and assigned architect throughout the different phases of the project.
- Provide full information about the Client's objectives, schedule, constraints and existing conditions of the project. Work with OEWD to establish a budget that includes reasonable contingencies and meets the Program Standards.
- Maintain responsibility for notifying residents and neighbors about project, if necessary.
- Have sufficient funds in place to complete the proposed work including cost for building permits before proceeding with the project.
- Provide decisions and furnish required information as expeditiously as necessary for the progress of the project.
- Commit to a project timeline and the scope of work by communicating with OEWD staff, and the assigned Architect. Provide project updates on a regular basis.



- Furnish consulting services not provided by the Architect but required for the project such as structural, mechanical and civil engineering. Architect shall assist in determining consulting services required for the project.
3. Maintenance Requirements - Client agrees to maintain the façade and to confer with OEWD before undertaking any major changes in the renovated façade for at least three (3) years following the completion of the project. If Client or Property Owner is unable to meet this requirement, then OEWD reserves the right to reconsider the allocation of these funds.

Façade maintenance includes, but is not limited to:

- Existing security grilles and roll up doors must be removed from building façades. Approved sliding folding gates, if any, must be kept completely open during business hours to guarantee maximum visibility from and into the street;
- Maintaining the sidewalk in front of the Project clean and clear of clutter and garbage at all times;
- Keeping facades clean;
- Cleaning awnings at least once a year;
- Ensuring signs/façade are lit (if applicable);
- Ensure that windows are kept free and clear to allow for visibility into the store;
- Removal of graffiti in a timely manner; and
- Working with neighbors and San Francisco Police Department in a good faith effort to eliminate illegal activity in and in front of the buildings.

Conditions that constitute a failure to maintain a property in good condition include, but are not limited to, peeling paint, chipped surfaces, broken windows, covered transom windows or doors, boarded windows, excessive bird droppings or debris, graffiti, and illegal or non-conforming awning and signage, and obstructed windows.

At any time during the three years from the date of funding that OEWD determine the façade improvements have not been maintained in good condition, City will notify the Client in writing of any deficiencies and provide thirty (30) days for corrective actions to be taken. Failure to maintain improvements or take corrective action will result in ineligibility of an award for future grants to the Program participant.

Should the Client close, sell or, vacate the location for any reason, including foreclosure and/or any other legal action, within a 3 year period of the receipt of the grant, the Client will be considered in default of the grant agreement. OEWD reserves the right to retain any and all improvements and equipment paid for by the Program, and reserves the right to request immediate repayment of any or the entire grant amount.

4. Insurance Requirements

OEWD requires the following insurance for all Clients and contractors (including general contractors, architects, engineers, and any other professionals employed in connection with the Program project, and hired by the Client). The insurance certificates must name the City and County of San Francisco and the Office of Economic and Workforce Development as additional insureds on the following policies: Comprehensive or Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers Compensation Insurance.



- **Comprehensive or Commercial General Liability Insurance:** Minimum amount of \$1,000,000 should include the following: Premises and Operations, Property Damage, Contractual Liability, Independent Contractor's Protection, Personal Injury, Products and Completed Operations, and Broad Form Property Damage.
- **Business Automobile Liability Insurance:** Limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired and non-owned automobiles.
- **Workers Compensation Insurance:** as required by law, and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence.
- **Real Property Insurance (CDBG-funded projects only):** The grant agreement requires that "all real property constructed, improved or rehabilitated,...leased or purchased in whole or in part by CDBG funds" must be insured for 100% of its replacement value. The City must be named as a loss payee in property insurance policies, and the certificate must indicate this status. This means that if the building is destroyed, and the building and the OEWD funded improvements are not reconstructed by the insurance company, the City will be compensated directly by the insurance company for the value of the funded improvements.
- **Professional Liability Insurance:** Required for all architects, engineers, and any other design professionals employed in connection with the Project and hired by the Client. Insurance shall have limits not less than \$1,000,000 per claim related to negligent acts, errors or omissions with professional services to be provided in connection with the project and any deductible not to exceed \$10,000 per claim.

5. Employment & Contracting Requirements

The Client shall employ a general contractor licensed in the State of California and with the City of San Francisco experienced in the type project to be constructed to perform the construction work and to provide price information. General contractor shall comply with Federal Labor Standard Provisions and California State Labor Standard Provisions.

- For all contract amounts between \$20,000 and \$100,000, the general contractor must either:
 - Post a Performance Bond and a Labor and Material Bond in amounts not less than 100% of the amount of the work; **OR**
 - If both Owner and OEWD approve, the requirement for posting of a Performance Bond and Labor and Material Bond may be waived. In such event, a larger percentage of each progress payment may be withheld. For example, 50% of each payment or one lump sum payment will be made for all work performed. This or another amount agreed to will not be paid until thirty-five (35) calendar days have elapsed after a valid Notice of Completion has been recorded. The Owner may withhold from such final payment an amount equal to 1 1/2 times the total of any mechanic's lien claims that may have been recorded to protect Owner against such lien claims. To be considered, the general contractor must request a waiver and, if approved, must agree in writing to the required payment schedule.
- For all contracts exceeding \$100,000, the general contractor must provide Performance and Material Payment Bonds equal to 100% of contract amount.



V. OEWD Role

The following describes OEWD 's role during the design and construction of the Project:

- OEWD is the Project Coordinator of the SF Shines Program. As Project Coordinator, OEWD staff will manage the façade and tenant improvement projects and determine if Client completes construction of the Project.
- OEWD will facilitate meetings between Client and the Architect.
- OEWD staff may assist the Architect with obtaining necessary building permits.
- OEWD with assistance of the Architect will provide construction administration including reviewing contractor's submittals, visiting the site, reviewing and certifying payments and rejecting nonconforming work.
- OEWD staff will be available to the Client throughout the Project, as needed, as an informational resource.
- OEWD staff will ensure the proper reimbursement to the Client at the completion of the Project to the satisfaction of OEWD as laid out in the Program Standards, Preliminary and Project Agreements.

VI. Steps in the SF Shines Process

Each project will go through the following steps, and at the conclusion of each phase the Client shall sign an agreement, which will be kept on file.

Application Phase

Step 1: Gather information: Contact SF Shines project manager or Invest in Neighborhoods (IIN) point person to discuss project eligibility and program requirements.

Step 2: Submit Completed Program Application. Prospective applicants shall submit an SF Shines application, business questionnaire and supporting documents to OEWD. FIPEC will review the applications, supporting documents and the San Francisco Small Business Development Center (SBDC) business assessment letter and will make final approvals.

Step 3: Initial Program Consultation. Once applicant is selected, OEWD staff will review Program Standards and requirements with the Client. Client signs the Program Standards stating that this document has been disclosed, discussed, and understood.

Step 4: Sign Preliminary Agreement. Client meets with SF Shines project manager and signs the Preliminary Agreement. This agreement guarantees the Client's placement in the Program.

Design Phase

Step 5: Site Visit. OEWD and the architectural partner will visit the site with the Client to outline the design portion of the project.



Step 6: Development of Proposed Design. Approved applicants are allowed limited design consultation with the architectural partner at no charge to develop a conceptual design and permit drawings for the project. OEWD must approve the initial concept and the Client shall sign off on the design and estimated cost prior to proceeding with the permit drawings.

Step 7: Permit Process. Once designs are finalized, the architectural partner will obtain the Mayor's Office on Disability and over the counter permit review approvals. Historic designated buildings will require permit submittal through the Central Permit Bureau. Timeline for review varies.

Bidding Phase

Step 8: Bidding: Clients must obtain at least three (3) qualified bids. OEWD staff will assist the Client in finding appropriate contractors, if necessary. The Client will choose a contractor and submit appropriate documentation to OEWD. OEWD has final approval of the contractor before any legal contract is executed. The contractor is subject to City, state and/or federal labor law regulations.

Step 9: Contractor Selection. OEWD will assist the Client in selecting the lowest qualified bidder. Once the lowest qualified bidder is selected, OEWD will notify the Client of the contractor approval.

Step 10: Contractor's Agreement: The contractor and the Client shall sign a "Contractor's Agreement" establishing the final contract amount and project schedule.

Step 11: Sign Project Agreement. Once the project has been approved and the Contractor's Agreement has been signed, OEWD shall offer its financial commitment to the Client by signing a Project Agreement, which insures that all Program requirements are met and that the Client will not hold OEWD and the City liable for losses related to the Program.

Construction Phase

Step 12: Construction. The contractor shall carry out the façade and/or tenant improvement project. OEWD staff, and/or the architect may perform site visits during construction to assess progress, ensure compliance with labor standards, and to document the project.

Step 13: Completion/Inspection. Once the work is completed, OEWD and its architectural partner shall schedule a final walk-through and inspect the work for compliance with the Program Standards. The architectural firm shall certify completion by signing a Certificate of Completion. Client shall submit a payment request including paid invoices, proof of payments and completed job cards. OEWD will submit payment to client or contractor after project completion.

Post-Construction Phase

Step 14: Client's Obligations. The Client shall be required to fulfill the Client Obligations, as detailed in these Program Standards and in the Preliminary Agreement, including maintenance of the improvements for a period of at least three years following the



completion of the project. The Client agrees to display a Program sign on the premises for a period of at least three years.

I have read and understand the Program Standards of the Office of Economic and Workforce Development's SF Shines Program

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

