



**CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
1200 Third Avenue, Suite 1700
San Diego, CA 92101-4195**

REQUEST FOR PROPOSALS (RFP) COVER SHEET

Solicitation Type: Redevelop, Operate, License and Lease of City-owned Property, at Inspiration Point, 2125 Park Boulevard, San Diego, CA 92101

Solicitation Number: RFP No. **212510719**

Solicitation Issue Date: **October 7, 2019**

Proposal Due Date and Time (Closing Date): 4:00 p.m. Pacific Standard Time on **February 3, 2020**

City Contact: Pierre Saladin, Supervising Property Agent – Phone: (619) 236-6123, email: psaladin@sandiego.gov

Recommended Site Inspection: **October 21, 2019 and November 4, 2019 at 10:00 a.m.** at Inspiration Point, 2125 Park Boulevard, San Diego, CA 92101. Contact City Contact by email, if you are planning to attend.

Questions and Comments Due: No later than **November 15, 2019** at 4:00 p.m. P.S.T.

Duration of Offer: By submitting a proposal, the proposer guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Proposer agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, proposer's offer shall automatically extend for another ninety (90) calendar days unless the proposer indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Proposer Name

Street Address

City, State, Zip

Telephone No./E-Mail

PROPOSER'S AUTHORIZED REPRESENTATIVE. Proposer is required to sign this document and return five (5) originals of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to redevelop/rehabilitate, operate, license and lease the property as set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to submit and sign this proposal.

By signing below, the Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies.

Signature of Proposer's Authorized Representative

Print Name

Title

Signature

Date

The City of San Diego (“**City**”) is requesting proposals from qualified firms or individuals (“**Proposers**”) to redevelop (which may include rehabilitating the existing structures and rehabilitating the property), and use pursuant to a license approximately 25.5 acres of City-owned real property located at Inspiration Point, 2125 Park Blvd., San Diego, California, 92101 (“**Property**”) in Balboa Park (“**Park**”) as shown in the Site Location, Aerial View of the Property, attached as **Attachment A**. and lease and operate the portion of the Property excluding the 28,000 square-foot Developed Regional Parks Administration Building (“**DRPA**”), referred hereinafter as the “**Premises**.” The City is seeking proposals that serve the best interest of the public while maximizing the economic viability of the Property and ensuring a sustainable revenue source to the Park. This could include the development of a variety of cultural, recreational, and performing arts purposes, which should include (either individually or a combination of) activity centers, museums, passive park space, center for cultural and performing arts, restaurant space, hotel accommodations, park-related concessions, park-related rentals, park-related shops and other ancillary uses aimed at activating and complimenting the Park and surrounding area both during the day and night. The redevelopment and licensing of the Property and the leasing, operation and maintenance of the Premises shall be in accordance with the terms and conditions contained in this Request for Proposals (“**RFP**”), and, if awarded, pursuant to a license and lease agreement (“**Agreement**”) for the Property to be negotiated with the City and subject to approval by the San Diego City Council. The Proposer selected by the City (“**Selected Proposer**”) shall demonstrate the ability to redevelop the Property and operate the Premises that will meet or exceed the objectives of the City, as well as incorporate achievable, innovative ideas that are appropriate for the Park.

A. AREA OVERVIEW/BACKGROUND

The Property is located in the Park. Since 1915, the Park has been one of San Diego’s principal tourism and leisure destinations, providing approximately 1,200 acres for recreation and attracting millions of visitors from across the nation and abroad. On a peak day, over 150,000 people will use the Park, engaging in a diverse range of activities such as visiting museums, participating in special events, jogging, bicycling, dining, and visiting the San Diego Zoo.

The Property has excellent visibility to vehicular and foot traffic. Located adjacent to Interstate 5 and Park Boulevard as well as downtown San Diego, the Property offers an easy access to the Interstate 5 and Highway 163 freeways and popular San Diego destinations such as the San Diego Zoo and various museums and attractions in the Park. The Property is a short distance from San Diego High School and San Diego City College and connected to both via a pedestrian footbridge over the Interstate 5 freeway. The Property is a portion of the former United States Navy Hospital and includes the 28,000 square-foot DRPA, the 8,200 square-foot Thompson Medical Library building (built in the 1950’s and expanded in the 1970’s) and the water fountain or ‘South Court’, landscaping, parking and currently undeveloped vacant land.

The currently City-utilized DRPA was constructed in 1923 by the United States Navy as the Navy Hospital Administration Building (also known as “**Building One**”). The Property was conveyed back to the City in the early 1990’s when the current Navy

Hospital was constructed. The DRPA has been utilized as an office building by the City Parks and Recreation Department since 1991 and is a historic building. The former Thompson Medical Library building is currently vacant, in a state of disrepair, and is not a historic building. The land surrounding the existing buildings on the Property has been utilized by the Parks and Recreation Department for operations, staging and storage. Portions of this surrounding land previously had buildings that were utilized by the United States Navy and were demolished in the early 1990's when the land was conveyed back to the City.

The Property is designated as Inspiration Point in the Balboa Park Master Plan, available here: <https://www.sandiego.gov/park-and-recreation/general-info/documents>. The Inspiration Point Precise Plan was drafted in 1993 but was never adopted by City Council. The Property is located in dedicated parkland subject to San Diego City Charter section 55, which restricts the use of dedicated park property to park and recreation purposes. For additional information related to the DRPA and the Thompson Medical Library please see attached **Attachment B (Parks Administration Facility Executive Summary, 2015)**, **Attachment C (Old Navy Hospital Library Building 8 Facility Executive Summary, 2015)**, and **Attachment D (Feasibility Study, Building 8, 2009)**.

B. TYPE OF PROPOSALS SOUGHT

The City is seeking proposals to redevelop the Property (which may include rehabilitating the existing structures and developing the Property), and to lease and operate the Premises. The Selected Proposer must restore the DRPA with the intent that the City remains the manager and occupant of the building after restoration. Proposals must include, either or a combination of, the following: activity centers, museums, passive park space, center for cultural and performing arts, restaurant space, hotel accommodations, park-related concessions, park-related rentals, park-related shops and other ancillary uses that are consistent with park and recreation use and aimed at activating the Premises.

Proposals should reflect the City's desire to have an operator who provides a high level of service to the public while it manages, redevelops/rehabilitates the existing facilities and/or develops new facilities on the Property, and leases, operates, and maintains the Premises in a fiscally responsible manner that produces the most revenue for the City. The Selected Proposer shall demonstrate the ability to manage, redevelop, maintain and operate the Premises in a manner that will meet or exceed the objectives of the City. Pre-Proposal Inspections are scheduled so that Proposers may inspect the facilities with representatives from the City available to answer questions.

C. DEVELOPMENT/OPERATING PLAN

The City is seeking a Proposer to redevelop the existing facilities and/or develop new facilities on the Property and to lease, operate, and maintain the Premises. Each Proposer should demonstrate the ability to support the City's desire to redevelop the Property, and

lease and operate the Premises for the benefit of the general public, users and visitors of the Premises and the surrounding community.

Proposals must include a conceptual redevelopment plan for the Property, along with any proposed changes or additions to the existing facilities. Proposals should identify the services to be provided at the Premises. Proposals should include, at a minimum, detailed responses for the following requirements (“**Development/Operating Plan**”):

- (i) A preliminary site and floor plan showing the general location of all of the existing and any proposed capital improvements and/or major equipment on the Property, including a schedule of all work proposed, a description of any demolition proposed, a narrative description of the proposed project, a preliminary plot plan, and a projection of construction costs. Drawings do not need to be detailed construction drawings but should be drawings to a consistent scale in sufficient detail to clearly show the types, dimensions and locations of all proposed improvements and facilities.
- (ii) The necessary trade fixtures and equipment, if any, to be provided by the Proposer needed to provide the level of service to be required under the Agreement. Title to those fixtures and equipment would remain vested in the Selected Proposer unless negotiated otherwise.
- (iii) A proposed license term to complete construction, and a proposed lease term and a statement justifying the proposed lease term, which shall include a statement of annual gross revenue projections from all operations for the proposed lease term of the Agreement, including operational and financial plans.
- (iv) A proposed rent for the term of the license for the construction/rehabilitation of the Property. A list of proposed rent percentages by category for the proposed term of the lease and the initial minimum annual rent.
- (v) A proposed operating plan, which shall include at a minimum the following: proposed uses; hours of operation; fees and charges, if any; proposed services; and/or benefit to the community.
- (vi) A proposed financing plan.

All aspects of the Development/Operating Plan, including proposed uses, fees, improvements, and demolition, are subject to approval by the City.

Proposals shall consider all applicable laws and available industry guidelines as they apply to liability, public health standards, recreational operations, Americans with Disabilities Act (“**ADA**”) access, and the highest standards of maintenance of all facilities and equipment. All proposed improvements shall be consistent with the Design

Guidelines in the Balboa Park Master Plan. Proposals must address any required off-site improvements, including but not limited to, curbs, gutters, sidewalks, utilities, landscaping, and ADA compliance for the Property.

Depending on the scope of the proposed redevelopment of the Property, permits from the City's Development Services Department may be required, and the Selected Proposer shall be responsible for securing all such required permits.

The Selected Proposer shall be responsible for preparing all required environmental documents to the satisfaction of the City. All costs relating to site inspections and remediation shall be the sole and complete responsibility of the Selected Proposer. The Selected Proposer shall present the proposed redevelopment of the Property to the Balboa Park Committee, the Park and Recreation Board, and City Council and any of its committees for review and approval.

D. REQUIRED PRELIMINARY PUBLIC HEARINGS BY SELECTED PROPOSER

To ensure the Selected Proposer makes adequate progress toward redevelopment of the Property, the Selected Proposer shall present the proposed preliminary plans for rehabilitation of the Property to the Balboa Park Committee and the Park and Recreation Board within one hundred eighty (180) days of the selection by the City in accordance with Section L, below. After these hearings, the preliminary plans and Agreement will be presented to the San Diego City Council for review and approval.

The City, in its sole and absolute discretion, may extend these deadlines provided that the Selected Proposer demonstrates good cause for such extension of time and that any delay or inability to meet the above deadlines was not attributable to the action or inaction of the Selected Proposer. Failure to present to the Balboa Park Committee or the Park and Recreation Board may, in the City's sole and absolute discretion, result in termination of negotiations with the Selected Proposer and/or the City's issuing another RFP for license of the Property and lease of the Premises.

By submitting a proposal pursuant to this RFP and being deemed by the City as the Selected Proposer, the Selected Proposer agrees that the City shall not be liable in any manner whatsoever for exercising its right to terminate negotiations pursuant to this Section D of the RFP.

E. AGREEMENT TERMS

The City anticipates entering into an Agreement with the Selected Proposer to memorialize in detail the elements of the selected proposal. The following terms and conditions shall be incorporated into the Agreement to be negotiated and executed between the Selected Proposer and the City. The Agreement will be substantially in the form of the attached **Attachment E**, which is subject to modification, deletion, and additional terms and conditions as determined by the City in its sole discretion. The Agreement in **Attachment E** should be reviewed by all Proposers. If the Proposer intends

to request a deviation from the terms and conditions of the Agreement in **Attachment E**, the proposal must specifically identify the terms and conditions being deviated from and address the requested deviation(s). The City is not obligated to accept any proposal, whether conforming or non-conforming. Proposers must include a proposal for each of the following terms of the Agreement:

1. License. The proposed term of the license portion of the Agreement and rent for the term of the license for the construction/rehabilitation of the Property.
2. Uses. The primary use of the Premises shall be limited to the operation and maintenance of (either or a combination of) activity centers, museums, center for cultural and performing arts, restaurant space, hotel accommodations, park-related concessions, park-related rentals, park-related shops and incidental purposes as authorized pursuant to San Diego Charter section 55 and as may be first approved by the City.
3. Term. The proposed term of the lease portion of the Agreement must be justified by the Proposer on the basis of capital investment in equipment, facilities and in promoting the Premises and services to the general public. The proposed term of the lease portion of the Agreement shall be a minimum term of ten (10) years and a maximum of fifty-five (55) years.
4. Rent. The Proposer shall offer a base rent as a guaranteed minimum annual rent and annual percentage rent by category for the term of the lease portion of the Agreement. Suggested minimum percentage rent of gross income for various types of business activities are as follow:

<u>Percentages</u>	<u>Business Activities</u>
Eight percent (8%)	Hotel rooms and resort fees
Four percent (4%)	Sale of food and non-alcoholic beverages.
Seven percent (7%)	Sale of alcoholic beverages.
Four percent (4%)	All service charges, banquets and mandatory gratuities.
Ten percent (10%)	All sales in operation of concessions.
Ten percent (10%)	All sales in rental operations.
Ten percent (10%)	All revenue from coin-operated vending/game/service machines (owned/rented/leased).

Fifty percent (50%)	Net commissions on vending/game/service machines.
Fifty percent (50%)	Of all revenue received from any wireless telecommunication equipment installed and operated from the Premises
Twenty percent (20%)	All other authorized operations and uses.

The annual minimum rent will be adjusted every five (5) years during the term of the lease portion of the Agreement to reflect no less than eighty percent (80%) of the average annual rent paid or accrued during the three (3) years preceding the adjustment date. In no event shall the adjusted minimum rent be less than the minimum rent in existence immediately preceding the adjustment.

5. Insurance. The Selected Proposer shall be required to carry insurance, at a minimum, as further set forth in **Attachment E**. The City reserves the right, in its sole discretion, to require additional policies and/or higher policy limits than those set forth in **Attachment E** upon selection of the proposal pursuant to this RFP and confirmation of the selected Development/Operating Plan.

6. Compliance with Laws. The Selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost, regarding all aspects of the Agreement and activities in the Park.

7. Utilities. The Selected Proposer shall order, obtain and pay for all utilities service and installation charges in connection with the Premises, subject to obtaining all applicable approvals and permits. All utilities shall be installed underground.

8. Single Use Plastic Reduction Ordinance. Unless an exception applies, the Selected Proposer will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. By signing the Agreement, the Selected Proposer certifies that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the term of the Agreement.

F. DEVELOPMENT REQUIREMENTS

By signing this RFP and submitting a proposal, the Proposer certifies that he or she is aware of the following development requirements.

1. Construction Requirements. The Selected Proposer shall construct all improvements in accordance with all federal, state and local laws, rules and regulations, including, but not limited to, the California Environmental Quality Act, ADA and the Agreement.

2. Prevailing Wage. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under the

Agreement is subject to State prevailing wage laws. For construction work performed under the Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under the Agreement cumulatively exceeding \$15,000, the Selected Proposer and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

- a. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Selected Proposer, its contractors and subcontractors shall ensure that all workers who perform work under the Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - (i) Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> . Selected Proposer, its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - (ii) The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of the Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the Agreement, each successive predetermined wage rate shall apply to the Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of the Agreement, such wage rate shall apply to the balance of the Agreement.
- a. Penalties for Violations. Selected Proposer, its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

- b. Payroll Records. Selected Proposer, its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Selected Proposer shall require its contractors and subcontractors to also comply with section 1776. Selected Proposer, its contractors and subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Selected Proposer is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. Selected Proposer, its contractors and subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
- c. Apprentices. Selected Proposer, its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Selected Proposer shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
- d. Working Hours. Selected Proposer, its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than eight (8) hours per day and forty (40) hours per week in violation of California Labor Code sections 1810 through 1815.
- e. Required Provisions for Contracts and Subcontracts. Selected Proposer shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861. LESSEE shall ensure its contractors shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- f. Labor Code Section 1861 Certification. Selected Proposer in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing the Agreement, Selected Proposer certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."
- g. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. Selected Proposer shall withhold contract

payments pursuant to the contract between Selected Proposer and Selected Proposer's contractors or subcontractors when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

- h. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
- (i) A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.
 - (ii) A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
 - (iii) By signing the Agreement, Selected Proposer certifies that he or she has verified that all contractors and subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Selected Proposer shall provide proof of registration for themselves and all listed contractors and subcontractors to the City at the time of execution of the Agreement or upon request.
- i. Stop Order. For Selected Proposer or its contractor(s) or subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall

issue and serve a stop order prohibiting the use of the unregistered contractor(s) or unregistered subcontractor(s) on ALL public works until the unregistered contractor(s) or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

- j. List of all Subcontractors. The City may ask Selected Proposer for the most current list of contractors or subcontractors (regardless of tier), along with their DIR registration numbers, utilized on the Agreement at any time during performance of the Agreement, and Selected Proposer shall provide the list within ten (10) working days of the City's request. Selected Proposer shall notify City of any contractors or subcontractors, including their DIR registration numbers, which have not previously performed work on the Agreement prior to said contractors or subcontractors performing work on the Agreement. Additionally, Selected Proposer shall provide the City with a complete list of all contractors or subcontractors utilized on the Agreement (regardless of tier), within ten (10) working days of the completion of the work authorized by the Agreement, along with their DIR registration numbers. Selected Proposer shall withhold final payment to contractor(s) until at least 30 days after this information is provided to the City.
- k. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. Selected Proposer shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
 - (i) Registration. Selected Proposer will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
 - (ii) Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City, but will not be required to be submitted online with the DIR directly. Selected Proposer will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).
 - (iii) List of all Subcontractors. Selected Proposer shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section k above. (Labor Code section 1773.3).

3. Payment and Performance Bond. The Selected Proposer shall provide to City, prior to commencement of any construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated design and construction costs of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to City. The bond shall insure that the construction to be commenced by the Selected Proposer shall be completed in accordance with the plans approved by City or, at the option of City that the uncompleted construction shall be removed and the Property restored to a condition satisfactory to City. The bond or cash shall be held in

trust by City for the purpose specified above, or at City's option may be placed in an escrow approved by City. This requirement is not intended to be duplicative of a construction bond otherwise required of the Selected Proposer.

Prior to the commencement of any work on the Property, the Selected Proposer shall deliver to City a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract(s) for construction on the Property to satisfy claims of material suppliers and of mechanics and laborers employed on the contract(s) for construction on the Property. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, that is authorized by the State of California Department of Insurance to transact surety insurance in the State. The Selected Proposer shall maintain the bond in full force and effect until all improvements for the construction on the Property are accepted by City and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, the Selected Proposer shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from City.

4. Community Meetings. Upon request, the Selected Proposer shall present the proposed license of the Property and lease of the Premises to the Park and Recreation Board and City Council for review and approval and be available to answer questions.

5. Environmental Documents. The Selected Proposer shall be responsible for preparing all required environmental documents to the satisfaction of the City.

6. Site Inspections. All costs relating to site inspections and remediation shall be the sole and complete responsibility of the Selected Proposer.

7. Ownership of Improvements. All improvements except trade fixtures installed by the Selected Proposer shall become the property of the City, at the City's option, upon termination or expiration of the Agreement. If City elects, all improvements shall be removed from the Premises at the termination or expiration of the Agreement at the Selected Proposer's sole cost and expense. If the City elects to retain the improvements, the Selected Proposer must remove all trade fixtures and personal property upon termination or expiration of the Agreement without cost to the City or damage to the Premises.

G. RESPONSIBILITY OF PROPOSERS

1. Proposers are responsible for carefully examining this RFP and all documents incorporated into this RFP by reference before submitting a proposal. If selected for award of the Agreement, the Selected Proposer shall be bound by same unless the City has accepted Proposer's exceptions, if any, in writing.

2. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing the Property and operating the Premises. Submission of a proposal shall be considered evidence that the Proposer is familiar with the nature and extent of the requirements and has made such investigations and examinations.

3. The Selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.

4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer upon written notice to the Contact Person.

H. PROPOSAL CONTENTS

All proposals must include at a minimum the information specified below. Failure to include this information shall be cause to deem a proposal non-responsive and result in its complete rejection. The inclusion of any additional information that will assist the City in the evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation, as set forth in Section L, below. The proposal submitted must be complete and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, since there will be no auction or competitive negotiation and the City reserves the right to make a selection based solely on the information contained in submitted proposals.

Each proposal **MUST** include the following items:

1. Cover Sheet. Proposer shall submit the signed Request for Proposals (RFP) Cover Sheet.

2. Experience. A summary of the Proposer's experience and qualifications for this type of enterprise. Proposer must have a minimum of three (3) years' experience in the past five (5) years operating similar operations. If the Proposer is not going to be involved in the day-to-day operation of the Premises, then the Proposer must include qualifications and verification that the persons employed in a management capacity at the Premises are sufficiently qualified to satisfy the requirements of this RFP.

3. Financial Statements. Proposer must submit either: (a) financial statements for the preceding three years that were audited or prepared by a certified public accountant; or (b) tax returns for the preceding three years. Each Proposer shall submit a full and detailed statement of their true financial condition as of January 1, 2019, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of and operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation and its source and terms of repayment must be included in the financial statement.

4. Proposed Term. Proposed term of the license portion of the Agreement for the construction/rehabilitation of the Property and proposed term of the lease portion of the Agreement and the justification therefore in terms of the amount of investment.
5. Rental Offer. Proposed rent for the term of the license portion of the Agreement for the construction/rehabilitation of the Property. Proposed guaranteed minimum annual rent and annual percentage rent by category to the City through the term of the lease portion of the Agreement. Proposers are welcome, and encouraged, to offer rent higher than the percentage rent suggested by the City in Section E.4, above.
6. Development/Operating Plan. Proposer must submit a Development/Operating Plan as set forth in Section C, above.
7. Work Force Report. Proposer must submit a completed Work Force Report, attached as **Attachment F**.
8. Lessee Questionnaire. Proposer must submit a completed Lessee Questionnaire, attached as **Attachment G**.
9. Credit Information Request. Proposer must submit a completed Credit Information Request, attached as **Attachment H**.
10. Certification. By submission of a proposal, the Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies. Proposer shall submit with its proposal a completed Certification, Contractors Standards - Pledge of Compliance, attached as **Attachment I**.
11. Business Tax Certificate. Proposer must submit a copy of its current City of San Diego business tax certificate, or a copy of its application receipt.

I. NONCONFORMING PROPOSALS

Proposers requesting reduced rent during construction, rent credits, or deviations from the provisions of this RFP or key Agreement provisions should specifically identify the requirements and provisions being deviated from and address the requested changes or deviations in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

J. PRE-PROPOSAL INSPECTION

To give prospective Proposers an opportunity to view the site, pre-proposal inspections of the Property have been scheduled as set forth in the Request for Proposals (RFP) Cover Sheet. It is strongly suggested that all Proposers attend a pre-proposal inspection.

Attendance is not mandatory. It is the sole responsibility of the Proposer to become familiar with the scope of City's requirements prior to submitting a Proposal.

K. PROPOSAL SUBMISSION

1. Due Date

Proposals must be received at the address listed below no later than 4:00 p.m. P.S.T. as set forth in the Request for Proposals (RFP) Cover Sheet. Proposals received after that time will not be considered.

2. Place of Delivery

All proposals should be delivered to:

City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: Pierre Saladin, Supervising Property Agent

3. Faithful Performance Deposits

All proposals **MUST** include a cashier's check or certified check in the amount of Ten Thousand Dollars (\$10,000) payable to City Treasurer as a faithful performance deposit to assure that if the proposal is selected by the City, that the Proposer will enter in good faith into a license and lease agreement containing substantially the same terms and conditions as set out in this RFP and in the selected proposal. No personal checks will be accepted and no interest will be paid on deposits.

4. Number of Copies

Proposers are required to submit their proposals as set forth in the Request for Proposals (RFP) Cover Sheet. All materials submitted by Proposers become the property of the City and will not be returned.

5. Questions and Comments

Written questions and comments must be electronically mailed (e-mailed) to the City Contact no later than the date specified on the Request for Proposals (RFP) Cover Sheet. Only written communications relative to the RFP shall be considered. E-mails are the only acceptable method for submission of questions.

It is incumbent upon Proposers to verify that the City has received their questions and/or comments. All questions will be answered in writing. The City will distribute questions and answers, without identification of the inquirer(s), to all Proposers who are on record as having received this RFP. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

L. PROPOSAL EVALUATION AND SELECTION

The City reserves the right to select the proposal that will provide the best value to the City given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral presentations and/or interviews. The City also reserves the right to waive minor irregularities or variations to the specifications and in the solicitation process, provided that such a waiver does not provide an unfair competitive advantage to the Selected Proposer.

The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of an Agreement with the Selected Proposer based on the RFP and the Proposer's proposal or award the Agreement without further negotiation.

The City reserves the right to inspect the Proposer's equipment and facilities to determine if the Proposer is capable of fulfilling the obligations of the Agreement. Inspection will include, but is not limited to, survey of the Proposer's physical assets and financial capability. The Proposer, by signing the Request for Proposals (RFP) Cover Sheet and submitting a proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining the Proposer's capability to perform pursuant to an Agreement. Should the City conduct this inspection, the City reserves the right to disqualify a Proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform pursuant to the Agreement.

Proposals will be evaluated in a three-step process by an evaluation committee of qualified City staff and if necessary other persons selected by the City and which includes a public hearing.

In Step One, Proposers will be required to provide a presentation at an open public meeting (in accordance with the Ralph M. Brown Act) of the Balboa Park Committee. Each Proposer's presentation shall not exceed five (5) minutes, shall include a rendering or other depiction of the proposed capital improvements and/or major equipment on the Property, and shall specify the benefits of the proposal to the Park and the community.

Proposers will not address the proposed term of the Agreement, the proposed rent, or the proposed financing plan in the presentation or in response to questions. The purpose of this Step One is to provide general information of each Proposer's proposal to the general public. This Step One will not be scored as part of the proposal evaluation process.

In Step Two, the evaluation committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The evaluation committee will score and rank all responsive proposals based on the evaluation criteria indicated below.

If the score of the highest scoring proposal resulting from Step Two is more than ten (10) points greater than the scores of the other proposals and the committee is satisfied that the highest scoring proposal is sufficient for recommendation, the highest scoring proposal will be recommended to the City Council for award. The recommended Proposer may be required to appear before the City Council and any of its committees to answer questions and for award of the Agreement.

If one or more proposals score within ten (10) points of the highest scoring proposal, the process will proceed to Step Three. Only the Proposer with the highest scoring proposal from Step Two and those Proposers scoring within ten (10) points or less of the highest scoring proposal (collectively the "**finalists**") will be asked to participate in Step Three. In Step Three, the finalists will be required to provide an oral presentation and/or participate in an interview of key personnel by appearing before the evaluation committee or by conference telephone call. The purpose of the oral presentation/interview is to provide the evaluation committee with an opportunity to further evaluate the finalists' proposals, which may include requesting clarification to the finalists' proposals and developing rapport. The finalists are required to make the oral presentation/interview within seven (7) workdays after request by the City. The evaluation committee also may inspect the finalists' facilities and perform other due diligence as it may determine. The evaluation committee may then, at the evaluation committee's sole discretion, add up to fifteen (15) additional points to the score of any finalist.

If the evaluation committee is satisfied that the first-ranked Proposer resulting from Step Three is sufficient for recommendation, it will be recommended to the City Council for award. The recommended Proposer will be required to appear before the City Council and any of its committees to answer questions for award of the Agreement.

Selection of the proposal to be recommended to the City Council for award of the Agreement will be based on the evaluation criteria listed below:

1. **Responsiveness to RFP (Maximum 10 points):** The extent to which the Proposer clearly addresses the elements of this RFP, including the quality and professionalism of the proposal; understanding the needs, goals and objectives of the

City; responsiveness to requirements described in the RFP, including the proposed development of the Property and operation of the Premises; understanding the needs, goals and objectives of the City while providing the highest and best use of the Premises.

2. **Professional Experience and Qualifications (Maximum 15 points):** The extent to which a proposal demonstrates, among other things, the following: the Proposer's experience and qualifications for the type of enterprise proposed for the Premises; the Proposer's experience in redeveloping (which may include rehabilitating the existing structures and rehabilitating the Property) the Property, and the leasing and operating multi-use property for the Premises. The Proposer should include verification that his/her employees are well qualified to conduct the business. The Proposer should have a minimum of three (3) years' experience in the past five (5) years' operating similar operations.

3. **Rental Offer and Financial Projections (Maximum 35 points):** The City will consider the amount of rent offered by the Proposer and the overall financial benefit of the proposal to the City. The proposal should provide a detailed description of the Proposer's break-even analysis, setting forth the point at which the business will generate enough income to cover its expenses and begin generating an income. The proposal will be evaluated on the attractiveness of, and demonstrated ability to achieve, the revenue projections for the proposed term of the lease portion of the Agreement and the likelihood of exceeding the breakeven point.

4. **Financial Capability (Maximum 20 points).** The extent to which a Proposer demonstrates, among other things, the following: the necessary financial responsibility and strength to successfully redevelop the Property and operate the Premises in accordance with the proposal and the Agreement, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Premises; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Property.

5. **Community/Public Service (Maximum 20 points).** The proposals will be evaluated based on the Proposer's ability to compliment and contribute to the public's and community's enjoyment of the Park by use of the Premises.

Total Points: 100

6. **Oral Presentation (Maximum 15 points).**

M. ANNOUNCEMENT OF INTENT TO AWARD

1. Intent to Award Lease. The City will inform all proposers of its intent to award an Agreement, subject to approval by City Council, in writing.

2. Obtaining Proposal Results. No proposal results can be obtained until the City announces the proposal best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the Request for Proposals (RFP) Cover Sheet or (2) visiting the READ e-procurement system to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number set forth in the Request for Proposals (RFP) Cover Sheet. Proposal results will not be released over the phone.

N. ADDITIONAL INFORMATION FROM PROPOSERS

The City reserves the right to request additional information from Proposers to clarify information contained in proposals submitted in response to this RFP.

O. INCURRED COSTS

Each Proposer is solely and fully responsible for any and all costs associated with submitting a response to this RFP. The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals.

P. CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City's Real Estate Assets Department staff or evaluation committee members about this RFP from the date this RFP is issued until final passage of City Council approval of the Agreement to the Selected Proposer.

Q. ADDENDA

The City may issue addenda to this RFP as necessary. All addenda are incorporated into this RFP. The Proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

R. PUBLIC RECORDS

All proposals and all contents thereof received shall be considered confidential until the City's Real Estate Assets Department recommends a proposal to the City Council. By signing the Request for Proposals (RFP) Cover Sheet and submitting a proposal, the Proposer acknowledges that any information submitted in response to this RFP is a public

record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (“**CPRA**”) applies. If the Proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the Proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the Proposer must provide a specific and detailed legal basis, including applicable case law that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the Proposer does not provide a specific and detailed legal basis for requesting the City to withhold Proposer’s confidential or proprietary information at the time of proposal submittal, the City will release the information as required by the CPRA and Proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the Proposer’s obligation to defend, at Proposer’s expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the Proposer’s request. Furthermore, the Proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City’s refusal to release information requested under the CPRA which was withheld at Proposer’s request. Nothing in the Agreement resulting from the proposal creates any obligation on the part of the City to notify the Proposer or obtain the Proposer’s approval or consent before releasing information subject to disclosure under the CPRA.

S. CITY RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to reject all offers and proposals regarding this RFP and the Property, including those submitted by the Proposers who have any outstanding debt with the City. The City reserves the right to determine which proposal it deems in the best interest of the City to accept. The City also reserves the right to waive any informality not material to cost or performance in any proposal provided that any such waiver is deemed to be inconsequential and does not provide an unfair competitive advantage to any Proposer.

T. QUALIFICATION OF PROPOSAL

THIS IS NOT A BID SOLICITATION AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL TRANSACTIONS DISCUSSED, REFERENCED, OR IMPLIED HEREIN ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL.

U. NON-DISCRIMINATION NOTICE

It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, gender expression, gender identity, sexual orientation, disability, medical condition, or place of birth.

V. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

Proposer understands that failure to comply with the following requirements and/or submitting false information in response to these requirements may result in rejection of the proposal by the City and debarment of the Proposer from participating in City contracts for a period of not less than one (1) year:

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its subcontractors are individually responsible to abide by its contents.

Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Proposer shall insert the foregoing provisions in all subcontracts for any work covered by the proposal so that such provisions will be binding upon each subcontractor. Proposer agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.

Proposer shall submit a current Work Force Report or a current Equal Employment Opportunity ("EEO") Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. A copy of a Work Force Report is attached as **Attachment F**.

2. Local Business and Employment. Proposer acknowledges that the City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.
3. Equal Benefits. Proposer shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with registered domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Agreement.
4. Equal Pay Ordinance. Unless an exception applies, Proposer shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Proposer shall certify that it will comply with the requirements of the Equal Pay Ordinance throughout the term of the Agreement.
 - a. Selected Proposer and Sublessee Requirement. The Equal Pay Ordinance applies to any sublessee of the Premises to the same extent as it would apply to Selected Proposer the Equal Pay Ordinance in their subleases.
 - b. Notice Requirement. Selected Proposer must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site

W. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

All good faith deposits will be returned to unsuccessful Proposers within thirty days of final passage of City Council approval of the Agreement to the Selected Proposer. For the Selected Proposer, the deposit will be applied to the Agreement security deposit upon completion of negotiations and execution of the Agreement between City and the Selected Proposer. Should the Selected Proposer unilaterally withdraw from negotiations, the entire deposit of the Selected Proposer shall be forfeited to the City.

X. PROTESTS

The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code. These procedures shall apply to this RFP and provide unsuccessful Proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

Y. ASBESTOS DISCLOSURE

Portions of the structural components of the Property may contain asbestos. By the submittal of a proposal, Proposer acknowledges having received notice from City of the presence of such asbestos in accordance with Health and Safety Code section 25915. Proposer shall indemnify and hold City harmless from any loss or claim which may result from existence of asbestos on the Property.

Z. REAL ESTATE BROKER'S COMMISSION

The City will not pay a brokerage commission in this RFP.

AA. SCHEDULE OF ATTACHMENTS

Attachment "A" – Site Location, Aerial View of the Property
Attachment "B" – Parks Administration Facility Executive Summary, 2015
Attachment "C" – Old Naval Hospital Library Building 8 Facility Executive Summary, 2015
Attachment "D" – Feasibility Study, Building 8, 2009
Attachment "E" – Form of Agreement
Attachment "F" - Work Force Report
Attachment "G" – City of San Diego Lessee's Questionnaires for all Leases
Attachment "H" – Credit Information Request
Attachment "I" – Certification, Contractor Standards - Pledge of Compliance

The foregoing forms listed as Attachments "F" through "I" are required to be completed and submitted with the proposal. Failure to submit any of the forms listed as Attachments "F" through "I" will result in the City deeming the proposal incomplete and non-responsive.

Attachment "A"

Site Location, Aerial View of the Property

2125 Park Blvd, San Diego, CA 92101



Attachment “A”

Site Location, Aerial View of the Property



Attachment “B”

Parks Administration Facility Executive Summary, 2015

[TO FOLLOW BEHIND THIS PAGE]

009884 - Parks, Administration, (Old Naval Hospital #1) Facility Executive Summary



Facility Statistics	
Council District	3
Community Group	Balboa Park
Year Built	1914
Gross Square Feet	28,000
Address	2125 Park Blvd.
Latitude	32.725094
Longitude	-117.148002
Building Value	\$23,423,400
Site Value	\$566,440
Total Replacement Value:	\$23,989,840
Facility Condition and Needs	
Condition Rating	Fair
Facility Condition Index (FCI)	25
Building	\$64,779
Site	\$3,408
Total Maintenance Needs*	\$68,187
Building	\$5,825,378
Site	\$543,768
Total Capital Needs*	\$6,369,146
Building	\$5,890,157
Site	\$547,176
Total Needs*	\$6,437,333

** Needs are current FY14 needs and do not include future needs*

Facility Description:

General information for this facility is illustrated in the Facility Statistics table above.

Site:

The site at Parks Administration, (Old Naval Hospital #1) is historic and generally deemed to be adequate for its current use. The parking lots and roadways are not part of the facility. Pedestrian paving sections have been replaced and in fair condition. The site landscaping is mature and in good condition. In general the site grading is adequate. Site lighting and security appears to be in good condition.

Substructure:

The basement foundations are comprised of slab on grade. The substructure system does not present signs of movement.

Shell:

Floor construction is a structural concrete slab at the basement and cast in place concrete for the upper floors. The east portico quarry tile top surface is cracked and leaks and most of the columns exhibit corrosion of the reinforcing steel, which should be repaired by column replacement. The exterior windows are original and are in poor condition. The wood frames are painted and utilize a puttied single glazing system. Window operation is rough due to failing mechanisms. Exterior doors are solid core wood for the main entry and painted metal doors for the additional personnel service doors. The exterior doors are replacements and are in fair condition, but beyond their useful life. Exterior walls are concrete with stucco exterior with a painted finish, which are replacements and are in poor condition, the exterior should be repainted. Roof coverings are a combination of clay barrel,

modified bitumen, clay tile, and concrete deck, which are a combination of original and replacements and are in fair condition, but the predominant roof is beyond its useful life. Downspouts, drains, and gutters are original and are in fair condition.

Interior Construction:

Interior partitions are original and are in fair condition. Millwork and cabinets are replacements and are in fair condition. Interior doors are replacements and are in fair condition.

Interior Finishes:

Wall finishes are painted surfaces, which are replacements and are in fair condition, the fourth floor was repainted in 2014. Floor finishes included a combination of carpet and ceramic tile, which are replacements and are in fair condition. Ceiling finishes are painted surfaces, and are replacements and in fair condition.

Plumbing:

Plumbing fixtures are a combination of original with some replacements and in poor condition. Domestic water distribution is provided by copper piping with hot water provided by local water heaters. Sanitary sewer piping is comprised of cast iron piping. No issues were reported to the assessment team.

Mechanical:

The Heating, Ventilation, and Cooling (HVAC) system is predominately a centralized heating system, which are replacements and in poor condition. There is no cooling provided. Hot water for heating is provided from another facility on site; the radiators are in poor condition and should be programmed for replacement.

Life Safety:

Fire protection specialties are present. System components include: hard wired smoke and CO2 detectors, pull stations, monitored fire alarms, and wet sprinklers for the basement and first floor. The second third and fourth floors have fire hoses in the egress corridor. Visually these systems appear to be in fair condition.

Electrical:

Electrical service for the facility is provided by an underground service supplied by a local utility service. There is a main switchboard with a 600 AMP main disconnect rated at 277/480 volts. Ground Fault Circuit Interrupter (GFCI) receptacles were observed. Electrical service and distribution most components have been replaced and in fair condition. Branch lighting and wiring have been upgraded.

Accessibility:

An abbreviated accessibility survey was scheduled for this facility. In general, the facility contains the required features to be considered to be accessible for persons with disabilities. The findings of this survey can be found on the "Accessibility Capital Needs" sections contained in this report.

Solar Energy Assessment:

A solar energy assessment was performed on this facility. Please refer to the solar energy report section of this report for details regarding solar energy.

Cost Model Report 009884 - Parks, Administration, (Old Naval Hospital #1)

Cost Model Name (1914)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Totals		\$557.71	\$836.55			\$23,885,022.00					\$5,890,156.50
Standard Foundations	Potentially Critical	\$6.18	\$9.27	28,000	100	\$259,560.00	0	100	0	2014	\$0.00
Special Foundations	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	100	0	2014	\$0.00
Slab on Grade	Potentially Critical	\$2.64	\$3.96	28,000	100	\$110,880.00	0	100	0	2014	\$0.00
Basement Excavation	Potentially Critical	\$0.16	\$0.24	28,000	100	\$6,720.00	0	100	0	2014	\$0.00
Basement Walls	Potentially Critical	\$2.22	\$3.33	28,000	100	\$93,240.00	0	100	0	2014	\$0.00
Floor Construction	Potentially Critical	\$83.92	\$125.88	28,000	100	\$3,524,640.00	0	100	0	2014	\$0.00
Roof Construction	Potentially Critical	\$3.46	\$5.19	28,000	100	\$145,320.00	0	100	0	2014	\$0.00
Exterior Walls	Potentially Critical	\$79.10	\$118.65	28,000	100	\$3,322,200.00	0	100	0	2014	\$48,462.00
Exterior Windows	Necessary	\$15.99	\$23.98	28,000	105	\$705,012.00	0	40	0	1954	\$705,012.00
Exterior Doors	Necessary	\$1.07	\$1.60	28,000	105	\$47,040.00	0	40	0	1954	\$47,040.00
Roof Coverings	Critical	\$3.01	\$4.52	28,000	120	\$151,872.00	1997	20	0	2017	\$25,594.50
Partitions	Recommended	\$12.94	\$19.41	28,000	110	\$597,828.00	0	75	0	1989	\$0.00
Interior Doors	Recommended	\$12.32	\$18.48	28,000	105	\$543,312.00	0	30	0	1944	\$543,312.00

Cost Model Name (1914)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Fittings	Recommended	\$2.88	\$4.32	28,000	105	\$127,008.00	0	30	2019	2019	\$0.00
Stair Construction	Potentially Critical	\$11.99	\$17.98	28,000	110	\$553,784.00	0	75	0	1989	\$553,784.00
Stair Finishes	Recommended	\$1.20	\$1.80	28,000	100	\$50,400.00	2000	20	0	2020	\$0.00
Wall Finishes	Recommended	\$4.08	\$6.12	28,000	100	\$171,360.00	0	10	2019	2019	\$0.00
Floor Finishes	Recommended	\$34.32	\$51.48	28,000	100	\$1,441,440.00	0	10	2019	2019	\$16,317.00
Ceiling Finishes	Recommended	\$28.26	\$42.39	28,000	100	\$1,186,920.00	2004	25	0	2029	\$0.00
Elevators and Lifts	Necessary	\$63.16	\$94.74	28,000	100	\$2,652,720.00	0	30	2019	2019	\$0.00
Escalators and Moving Walks	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	15	0	1929	\$0.00
Other Conveying Systems	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	30	0	1944	\$0.00
Plumbing Fixtures	Necessary	\$10.75	\$16.12	28,000	90	\$406,224.00	0	30	2014	2014	\$406,224.00
Domestic Water Distribution	Potentially Critical	\$2.22	\$3.33	28,000	100	\$93,240.00	1991	30	0	2021	\$0.00
Sanitary Waste	Necessary	\$1.30	\$1.95	28,000	105	\$57,330.00	1991	30	0	2021	\$0.00
Rain Water Drainage	Necessary	\$1.15	\$1.72	28,000	100	\$48,160.00	0	30	0	1944	\$48,160.00
Other Plumbing Systems	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	30	0	1944	\$0.00
Energy Supply	Necessary	\$7.41	\$11.12	28,000	100	\$311,360.00	0	30	0	1944	\$311,360.00

Cost Model Name (1914)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Heat Generating Systems	Not Applicable	\$0.00	\$0.00	28,000	110	\$0.00	0	30	2019	2019	\$0.00
Cooling Generating Systems	Not Applicable	\$0.00	\$0.00	28,000	110	\$0.00	0	30	0	1944	\$0.00
Distribution Systems	Necessary	\$6.90	\$10.35	28,000	100	\$289,800.00	1997	30	0	2027	\$3,675.00
Terminal and Package Units	Potentially Critical	\$69.01	\$103.52	28,000	110	\$3,188,416.00	0	20	0	1934	\$3,181,216.00
Controls and Instrumentation	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	20	0	1934	\$0.00
Other HVAC Systems	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	20	0	1934	\$0.00
Sprinklers	Critical	\$12.44	\$18.66	28,000	100	\$522,480.00	1991	30	0	2021	\$0.00
Standpipes	Critical	\$2.10	\$3.15	28,000	100	\$88,200.00	0	30	2019	2019	\$0.00
Other Fire Protection Systems	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	30	0	1944	\$0.00
Electrical Service Distribution	Potentially Critical	\$7.83	\$11.74	28,000	105	\$345,156.00	1991	30	0	2021	\$0.00
Lighting and Branch Wiring	Necessary	\$49.28	\$73.92	28,000	100	\$2,069,760.00	1991	30	0	2021	\$0.00
Communications and Security	Critical	\$18.42	\$27.63	28,000	100	\$773,640.00	2009	10	0	2019	\$0.00
Other Electrical/Generator	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	20	0	1934	\$0.00
Commercial Equipment	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	20	0	1934	\$0.00




Cost Model Name (1914)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Institutional Equipment	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	20	0	1934	\$0.00
Vehicular Equipment	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	20	0	1934	\$0.00
Other Equipment	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	20	0	1934	\$0.00
Fixed Furnishings	Not Applicable	\$0.00	\$0.00	28,000	105	\$0.00	2004	20	0	2024	\$0.00
Special Structures	Not Applicable	\$0.00	\$0.00	28,000	110	\$0.00	0	50	0	1964	\$0.00




Report - Forecast Needs By System For 009884 - Parks, Administration, (Old Naval Hospital #1)




System	2014 (\$)	2015 (\$)	2016 (\$)	2017 (\$)	2018 (\$)	2019 (\$)	2020 (\$)	2021 (\$)	2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)	2026 (\$)	2027 (\$)	2028 (\$)	2029 (\$)	2030 (\$)	2031 (\$)	2032 (\$)	2033 (\$)	2034 (\$)
Totals	5,890,157	0	12,015	64,226	0	5,742,942	68,780	3,787,844	0	0	5,947	11,305	0	409,381	0	1,849,221	11,795	0	0	470,815	0
FOUNDATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Slab on Grade	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Special Foundations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Standard Foundations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BASEMENT CONSTRUCTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Basement Excavation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Basement Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERSTRUCTURE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Floor Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roof Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EXTERIOR ENCLOSURE	800,514	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exterior Doors	47,040	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exterior Walls	48,462	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exterior Windows	705,012	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ROOFING	25,595	0	0	64,226	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roof Coverings	25,595	0	0	64,226	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTERIOR CONSTRUCTION	543,312	0	0	0	0	147,240	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fittings	0	0	0	0	0	147,240	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interior Doors	543,312	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partitions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STAIRS	553,784	0	0	0	0	0	60,183	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stair Construction	553,784	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stair Finishes	0	0	0	0	0	0	60,183	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTERIOR FINISHES	16,317	0	0	0	0	1,850,803	0	0	0	0	0	0	0	0	0	1,849,221	0	0	0	0	0
Ceiling Finishes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,849,221	0	0	0	0	0
Floor Finishes	16,317	0	0	0	0	1,652,145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wall Finishes	0	0	0	0	0	198,658	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONVEYING	0	0	0	0	0	2,764,026	0	0	0	0	0	0	0	0	0	0	0	0	0	470,815	0
Elevators and Lifts	0	0	0	0	0	2,764,026	0	0	0	0	0	0	0	0	0	0	0	0	0	470,815	0
Escalators and Moving Walks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Conveying Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PLUMBING	454,384	0	0	0	0	0	0	175,141	0	0	0	11,305	0	0	0	0	0	0	0	0	0
Domestic Water Distribution	0	0	0	0	0	0	0	104,631	0	0	0	11,305	0	0	0	0	0	0	0	0	0
Other Plumbing Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plumbing Fixtures	406,224	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rain Water Drainage	48,160	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sanitary Waste	0	0	0	0	0	0	0	70,510	0	0	0	0	0	0	0	0	0	0	0	0	0




System	2014 (\$)	2015 (\$)	2016 (\$)	2017 (\$)	2018 (\$)	2019 (\$)	2020 (\$)	2021 (\$)	2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)	2026 (\$)	2027 (\$)	2028 (\$)	2029 (\$)	2030 (\$)	2031 (\$)	2032 (\$)	2033 (\$)	2034 (\$)
HVAC	3,496,251	0	0	0	0	0	8,598	0	0	0	0	0	0	409,381	0	0	11,795	0	0	0	0
Controls and Instrumentation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cooling Generating Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Distribution Systems	3,675	0	0	0	0	0	0	0	0	0	0	0	0	409,381	0	0	11,795	0	0	0	0
Energy Supply	311,360	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heat Generating Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other HVAC Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Terminal and Package Units	3,181,216	0	0	0	0	0	8,598	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE PROTECTION	0	0	0	0	0	102,250	0	642,598	0	0	0	0	0	0	0	0	0	0	0	0	0
Sprinklers	0	0	0	0	0	0	0	642,598	0	0	0	0	0	0	0	0	0	0	0	0	0
Standpipes	0	0	0	0	0	102,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE PROTECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Fire Protection Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ELECTRICAL	0	0	12,015	0	0	878,622	0	2,970,105	0	0	5,947	0	0	0	0	0	0	0	0	0	0
Communications and Security	0	0	12,015	0	0	878,622	0	0	0	0	5,947	0	0	0	0	0	0	0	0	0	0
Electrical Service Distribution	0	0	0	0	0	0	0	424,507	0	0	0	0	0	0	0	0	0	0	0	0	0
Lighting and Branch Wiring	0	0	0	0	0	0	0	2,545,598	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Electrical/Generator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Institutional Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicular Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FURNISHINGS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fixed Furnishings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL CONSTRUCTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Special Structures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0




Deficiency By Priority By Building - 009884 - Parks, Administration, (Old Naval Hospital #1)




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Critical	Floor: 1 Room: EAST PORTICO	Remove and Replace		Exterior Walls	Maintenance	\$24,000
2014	Critical	Floor: 1 Room: EAST PORTICO	Remove and Replace		Exterior Walls	Maintenance	\$10,962
2014	Critical	Floor: 1 Room: EAST PORTICO	Provide Eng Study/Anal ysis & Repair		Exterior Walls	Maintenance	\$7,500




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Critical	Floor: 1 Room: EAST PORTICO	Repair		Exterior Walls	Maintenance	\$6,000
2014	Potentially Critical	Floor: 2 Room: PORTICO ROOF WALK	Repair		Floor Finishes	Maintenance	\$16,317
2014	Critical	Floor: Roof 3 Room: ROOF ID: UNK Type: Modified Bitumen	Replace		Roof Coverings	Capital	\$25,595



Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	Floor: B1 Room: EXTERIOR ID: UNK Type: Exhaust Fans	Replace		Distribution Systems	Capital	\$3,675
2016	Critical	Floor: 1 Room: SECURITY RM ID: 6KWUSA 34215.AL.T Type: Fire Alarm System	Replace		Communications and Security	Capital	\$12,015
2020	Potentially Critical	Floor: B1 Room: COMM RM ID: UNK Type: Package Units	Replace		Terminal and Package Units	Capital	\$8,598




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2021	Critical	Floor: B1 Room: ELECT RM ID: UNK Type: Fire Suppression Valve	Replace		Sprinklers	Capital	\$4,520
2021	Potentially Critical	Floor: B1 Room: EXT ID: 61202 Type: Electrical Panel	Replace		Electrical Service Distribution	Capital	\$13,836
2024	Critical	Floor: B1 Room: COMM RM ID: UNK Type: Security System	Replace		Communications and Security	Capital	\$5,947




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2025	Potentially Critical	Floor: 1 Room: JANITOR ID: UNK Type: Water Heaters	Replace		Domestic Water Distribution	Capital	\$3,768
2025	Potentially Critical	Floor: 2 Room: JANITOR RM ID: UNK Type: Water Heaters	Replace		Domestic Water Distribution	Capital	\$3,768
2025	Potentially Critical	Floor: 3 Room: JANITOR RRM ID: UNK Type: Water Heaters	Replace		Domestic Water Distribution	Capital	\$3,768




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2030	Necessary	Floor: Roof 3 Room: ROOF ID: UNK Type: Exhaust Fans	Replace		Distribution Systems	Capital	\$5,897
2030	Necessary	Floor: Roof 2 Room: ROOF ID: UNK Type: Exhaust Fans	Replace		Distribution Systems	Capital	\$5,897
2033	Necessary	Floor: 5 Room: ELEV RM ID: UNK Type: Elevators	Replace		Elevators and Lifts	Capital	\$470,815




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Potentially Critical	(1914) System	Replace		Terminal and Package Units	Capital	\$3,181,216
2014	Potentially Critical	(1914) System	Replace		Stair Construction	Capital	\$553,784
2014	Necessary	(1914) System	Replace		Exterior Windows	Capital	\$705,012




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1914) System	Replace		Plumbing Fixtures	Capital	\$406,224
2014	Necessary	(1914) System	Replace		Energy Supply	Capital	\$311,360
2014	Necessary	(1914) System	Replace		Rain Water Drainage	Capital	\$48,160

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1914) System	Replace		Exterior Doors	Capital	\$47,040
2014	Recommended	(1914) System	Replace		Interior Doors	Capital	\$543,312
2017	Critical	(1914) System	Replace		Roof Coverings	Capital	\$64,226

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2019	Critical	(1914) System	Replace		Communications and Security	Capital	\$878,622
2019	Critical	(1914) System	Replace		Standpipes	Capital	\$102,250
2019	Necessary	(1914) System	Replace		Elevators and Lifts	Capital	\$2,764,026




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2019	Recommended	(1914) System	Replace		Floor Finishes	Capital	\$1,652,145
2019	Recommended	(1914) System	Replace		Wall Finishes	Capital	\$198,658
2019	Recommended	(1914) System	Replace		Fittings	Capital	\$147,240




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2020	Recommended	(1914) System	Replace		Stair Finishes	Capital	\$60,183
2021	Critical	(1914) System	Replace		Sprinklers	Capital	\$638,078
2021	Potentially Critical	(1914) System	Replace		Electrical Service Distribution	Capital	\$410,671

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2021	Potentially Critical	(1914) System	Replace		Domestic Water Distribution	Capital	\$104,631
2021	Necessary	(1914) System	Replace		Lighting and Branch Wiring	Capital	\$2,545,598
2021	Necessary	(1914) System	Replace		Sanitary Waste	Capital	\$70,510











Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2027	Necessary	(1914) System	Replace		Distribution Systems	Capital	\$409,381
2029	Recommended	(1914) System	Replace		Ceiling Finishes	Capital	\$1,849,221



Accessibility Capital Needs By Building - 009884 - Parks, Administration, (Old Naval Hospital #1)

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Total					Capital	\$5,292
2014	Other	Floor: 1 Room: RESTROOMS	Install accessible signage			Capital	\$245
2014	Other	Floor: 1 Room: RESTROOMS	Install audible/ visual alarm			Capital	\$672
2014	Other	Floor: 1 Room: ELEVATOR	Install accessible signage			Capital	\$2,815

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Other	Floor: 1 Room: LOCKER ROOMS	Install			Capital	\$332
2014	Other	Floor: 1 Room: LOCKER ROOMS	Install			Capital	\$866
2014	Other	Floor: B1 Room: EXTERIOR	Install accessible signage			Capital	\$361

Worksheet - Equipment Inventory For 009884 - Parks, Administration, (Old Naval Hospital #1)

Council District No.	Department Name	Community Group	Building	Space	Equipment Number	Equipment Type	Manufacturer	Model Number	Serial Number	Capacity	UOM	Year Installed	Next Renewal Year	Estimated Replacement Cost	Funding Type	Photo	Assessor Notes
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	ELEV RM	ELEV	Elevators	OTIS ELEVATOR CO	UNK	UNK	5 STOP		1983	2033	\$268,500	Capital		EST MACHINE YR, CONTROLS ARE 2004
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	JANITOR	WH1	Water Heaters	UNKNOWN	UNK	UNK	10	GAL	2010	2025	\$2,723	Capital		ABOVE CEILING, NO ACCESS, EST SIZE BY SEEING
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	JANITOR RM	WH 2	Water Heaters	UNKNOWN	UNK	UNK	10	GAL	2010	2025	\$2,723	Capital		ABOVE CEILING, NO ACCESS, EST SIZE BY SEEING
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	JANITOR RRM	WH3	Water Heaters	UNKNOWN	UNK	UNK	10	GAL	2010	2025	\$2,723	Capital		ABOVE CEILING, NO ACCESS, EST SIZE BY SEEING
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	ROOF	MOD BIT	Modified Bitumen	UNKNOWN	UNK	UNK	4550	SF	2000	2014	\$25,595	Capital		EST AGE, FLOORS OF BOTH TOWERS, AND BACK CENTER, STAIRWELL ROOF BEHIND RT TOWER
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	COMM RM	COMM AC	Package Units	QUIETSID	QSCE241Q SC241	UNK	24000	BTU	2005	2020	\$7,200	Capital		EST
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	ROOF	CLAY TL	Clay Tile Roof	UNKNOWN	UNK	UNK	4500	SF	1997	2047	\$67,500	Capital		EST
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	ELECT RM	SPR VLV	Fire Suppression Valve	UNKNOWN	UNK	UNK	5 IN		1991	2021	\$3,675	Capital		
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	COMM RM	SEC SYS	Security System	DSC	POWER832	UNK	24 ZONESS		2009	2024	\$4,425	Capital		EST ON ACCESS
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	EXT	SVC ENT	Electrical Panel	CUTLER-HAMMER	T 666W0L	61202	600	AMP	1991	2021	\$11,250	Capital		SUB PNLS ARE 1991, APPEARS TO HAVE BEEN A COMPLETE ELECT SYS REPLACEMENT

Council District No.	Department Name	Community Group	Building	Space	Equipment Number	Equipment Type	Manufacturer	Model Number	Serial Number	Capacity	UOM	Year Installed	Next Renewal Year	Estimated Replacement Cost	Funding Type	Photo	Assessor Notes
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	EXTERIOR	EF 1	Exhaust Fans	UNKNOWN	UNK	UNK	1000	CFM	1997	2014	\$3,675	Capital		EST, ABOVE COMM RM DOOR
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	ROOF	EF 3	Exhaust Fans	JENNFAN	UNK	UNK	1000	CFM	2005	2030	\$3,675	Capital		EST, UNDER ROOF OF RIGHT TOWER
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	ROOF	EF 2	Exhaust Fans	UNKNOWN	UNK	UNK	1000	CFM	2005	2030	\$3,675	Capital		EST, OUTSIDE, BACK OF RIGHT TOWER
3	Park and Recreation - Developed Regional	Balboa Park	009884 - Parks, Administration, (Old Naval Hospital #1)	SECURITY RM	FAP	Fire Alarm System	GAMEWELL	7100	6KWUSA 34215.AL.T	UNK		2001	2016	\$11,325	Capital		EST

Cost Model Report 009884 - Parks, Administration, (Old Naval Hospital #1) SITE




Cost Model Name (1914)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Totals		\$13.48	\$20.23			\$584,220.00					\$547,176.00
Site Earthwork	Recommended	\$0.36	\$0.54	28,000	100	\$15,120.00	0	100	0	2014	\$0.00
Roadways	Not Applicable	\$0.45	\$0.68	28,000	110	\$20,944.00	0	50	0	1964	\$20,944.00
Parking Lots	Not Applicable	\$0.47	\$0.70	28,000	110	\$21,560.00	0	50	0	1964	\$21,560.00
Pedestrian Paving	Recommended	\$3.89	\$5.84	28,000	110	\$179,872.00	0	50	0	1964	\$179,872.00
Site Development	Recommended	\$0.61	\$0.92	28,000	100	\$25,760.00	0	30	0	1944	\$25,760.00
Landscaping	Recommended	\$0.58	\$0.87	28,000	90	\$21,924.00	0	10	0	1924	\$0.00
Water Supply	Necessary	\$0.30	\$0.45	28,000	100	\$12,600.00	0	50	0	1964	\$12,600.00
Sanitary Sewer	Necessary	\$0.70	\$1.05	28,000	100	\$29,400.00	0	50	0	1964	\$29,400.00
Storm Sewer	Necessary	\$0.60	\$0.90	28,000	100	\$25,200.00	0	50	0	1964	\$25,200.00
Heating Distribution	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	30	0	1944	\$0.00
Cooling Distribution	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	30	0	1944	\$0.00
Fuel Distribution	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	50	0	1964	\$0.00


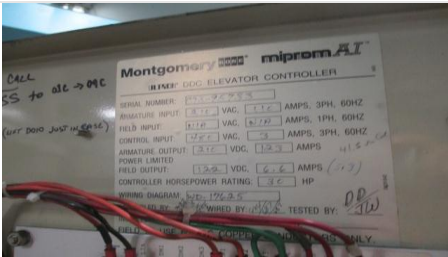

Cost Model Name (1914)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Electrical Distribution	Necessary	\$2.91	\$4.36	28,000	100	\$122,080.00	0	30	0	1944	\$122,080.00
Site Lighting	Necessary	\$2.61	\$3.92	28,000	100	\$109,760.00	0	30	0	1944	\$109,760.00
Site Communications and Security	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	10	0	1924	\$0.00
Service and Pedestrian Tunnels	Not Applicable	\$0.00	\$0.00	28,000	120	\$0.00	0	100	0	2014	\$0.00
Other Site Construction	Not Applicable	\$0.00	\$0.00	28,000	100	\$0.00	0	50	0	1964	\$0.00




Report - Forecast Needs By System For 009884 - Parks, Administration, (Old Naval Hospital #1) SITE


System	2014 (\$)	2015 (\$)	2016 (\$)	2017 (\$)	2018 (\$)	2019 (\$)	2020 (\$)	2021 (\$)	2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)	2026 (\$)	2027 (\$)	2028 (\$)	2029 (\$)	2030 (\$)	2031 (\$)	2032 (\$)	2033 (\$)	2034 (\$)
Totals	547,176	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE PREPARATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Earthwork	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE IMPROVEMENTS	248,136	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Landscaping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Lots	21,560	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrian Paving	179,872	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roadways	20,944	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Development	25,760	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE CIVIL/MECHANICAL UTILITIES	67,200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cooling Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heating Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sanitary Sewer	29,400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Storm Sewer	25,200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Water Supply	12,600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE ELECTRICAL UTILITIES	231,840	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical Distribution	122,080	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Communications and Security	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Lighting	109,760	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER SITE CONSTRUCTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Site Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service and Pedestrian Tunnels	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Deficiency By Priority By Building - 009884 - Parks, Administration, (Old Naval Hospital #1) SITE


Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	Floor: Site Room: FRONT STAIRWAY	Paint		Pedestrian Paving	Maintenance	\$3,408
2014	Necessary	(1914) System	Replace		Electrical Distribution	Capital	\$122,080
2014	Necessary	(1914) System	Replace		Site Lighting	Capital	\$109,760

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1914) System	Replace		Sanitary Sewer	Capital	\$29,400
2014	Necessary	(1914) System	Replace		Storm Sewer	Capital	\$25,200
2014	Necessary	(1914) System	Replace		Water Supply	Capital	\$12,600

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Recommended	(1914) System	Replace		Pedestrian Paving	Capital	\$176,464
2014	Recommended	(1914) System	Replace		Site Development	Capital	\$25,760
2014	Not Applicable	(1914) System	Replace		Parking Lots	Capital	\$21,560

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Not Applicable	(1914) System	Replace		Roadways	Capital	\$20,944

Accessibility Capital Needs By Building - 009884 - Parks, Administration, (Old Naval Hospital #1) SITE

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Total					Capital	\$3,748
2014	Other	Floor: Site Room: SITE	Provide accessible parking			Capital	\$3,748

Abbreviated Accessibility Survey - 9884 - Parks, Administration, (Old Naval Hospital #1)

Please refer to the Deficiency by Priority report for Accessibility Deficiencies and Pricing.

SECTION	ITEM	YES	NO	N/A	UNIFORMAT#	BUILDING SYSTEM	COMMENTS / RECOMMEND CORRECTION
A. Parking / Accessible Route							
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces? (See Table 1)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	CURRENT SINGLE SPACE IS NOT LONG ENOUGH FOR CODE AND NOT VAN ACCESSIBLE, RELOCATE SPACE TO ADJACENT LOCATION.
1.1	Are accessible parking spaces at least 8' wide with an accessible aisle at least 5' wide?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
1.2	Are accessible parking spaces located towards the building's accessible entrance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
2	Are there sufficient van-accessible parking spaces available (96 in. wide by 60 in. aisle)? (See Table 1)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
2.1	Are accessible van parking spaces at least 96" wide with an accessible aisle at least 8' wide?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
3	Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
3.1	Is there a "No Parking" sign white in color with 12" letters for the accessible aisle?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones (if provided), and public streets and sidewalks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
4.1	Is the route from the parking area to the building entrance stable, firm, and slip resistant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
4.2	Is the route from the parking area to the building at least 36" wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
4.3	If the route is greater than 200' and no less than 60" wide is there a passing space no less than 60" x 60"?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
4.4	If there are grates or openings on the route, are the openings no larger than 1/2" to the dominant direction of travel?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
4.5	Is there a running slope no greater than 1:20? i.e. for every inch of height change there are at least 20" of run?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	RAMP AT ENTRY IS 1:20 MEASURED.
4.6	Is an accessible route provided to adjacent related features such as: playgrounds, courts, or fields?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths and drop-offs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
6	Does signage exist directing you to accessible parking and an accessible building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2040	Site Development	
B. Ramps							
1	If there is a ramp from parking to an accessible building entrance, does it meet slope requirements? (1:12 slope or less)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
2	Are ramps longer than 6 ft. complete with railings on both sides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
3	Is the width between railings at least 36 in.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
4	Is there a level landing for every 30 ft. horizontal length of ramp, at the top and at the bottom of ramps and switchbacks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
C. Entrances / Exit							
1	Is the main accessible entrance doorway at least 32 in. wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	

SECTION	ITEM	YES	NO	N/A	UNIFORMAT#	BUILDING SYSTEM	COMMENTS / RECOMMEND CORRECTION
1.1	Is the height of the threshold not greater than 1/2"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
1.2	Is the landing in the direction of the door swing a minimum of 60" wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
1.3	Is the landing in the opposite direction of the door swing a minimum of 44" wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
1.4	Is the width of the level area on the side to which the door swings extended 24" past the strike edge for an exterior door?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
1.5	Is the width of the level area on the side to which the door swings extended 18" past the strike edge for an interior door?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
2	If the main entrance is inaccessible, are there alternate accessible entrances?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	PROVIDE SIGN AT REAR ENTRY
2.1	If the main entrance is inaccessible, is the alternate accessible entrance identified with the International Symbol of Accessibility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
3	Can the alternate accessible entrance be used independently?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
4	Is the door hardware easy to operate (lever or loop type which do not require any grasping, pinching, or twisting, and no less than 34" and not higher than 48" above the floor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
5	Are main entry doors other than revolving doors available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
6	If there are two main doors in a series, is the minimum space between the doors 48 in. plus the width of any door swinging into the space?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
D. Paths of Travel							
1	Is the main path of travel free of obstruction and wide enough for a wheelchair (at least 36 in. wide)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
2	Does a visual scan of the main path of travel reveal any obstacles (phones, fountains, etc.) that protrude more than 4 in. into walkways or corridors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
3	Is there a path of travel that does not require the use of stairs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
E. Elevators / Lifts							
1	Do the call buttons have visual signals to indicate when a call is registered and answered?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
2	Is the "UP" button above the "DOWN" button?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
3	Are there visual and audible signals inside cars indicating floor change?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
4	Are there standard raised and Braille markings on both jambs of each hoist way entrance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	PROVIDE BRAILL AT FIVE LEVELS
5	Do elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
6	Do elevator lobbies have visual and audible indicators of car arrival?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
7	Are elevator controls low enough to be reached from a wheelchair (48 in. front approach / 54 in. side approach)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
8	Are elevator control buttons designated by Braille and by raised standard alphabet characters (mounted to the left of the button)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
9	If a two-way emergency communication system is provided with the elevator cab, is it usable without voice communication?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
10	If a Lift is provided, can entry and egress be done without assistance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
11	If a Lift is provided, is there a clear floor space at least 30" wide and 48" long at the entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
12	If a Lift is provided, are the controls no less than 15" and no greater than 48" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
13	If a Lift is provided, is the Lift identified with the International Symbol of Accessibility?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	

SECTION	ITEM	YES	NO	N/A	UNIFORMAT#	BUILDING SYSTEM	COMMENTS / RECOMMEND CORRECTION
F. Toilet Rooms							
1	Are common-area public toilet rooms located on an accessible route?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	UNISEX AT MAIN LOBBY
2	Is the door hardware easy to operate (lever or loop type which do not require any grasping, pinching, or twisting, and no less than 34" and not higher than 48" above the floor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1020	Interior Doors	
3	Are there audible and visual fire alarm devices in the toilet rooms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	D5030	Communications and Security	PROVIDE ONE STROBE
4	Are corridor access doors wheelchair – accessible (at least 32 in wide)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1020	Interior Doors	30" doors
5	Are public toilet rooms large enough to accommodate a wheelchair turnaround (60 in. turning diameter)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
6	In unisex toilet rooms, are there safety alarms with pull cords?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	D5030	Communications and Security	not required
7	Are toilet stall doors wheelchair –accessible (at least 32 in. wide)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1020	Interior Doors	SINGLE TOILET
8	Are grab bars provided in toilet stalls on the back and side walls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
9	Are sinks provided with clearance for a wheelchair to roll under (29 in. clearance)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
10	Are sink handles operable with one hand without grasping, pinching or twisting?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
11	Are exposed pipes under sinks sufficiently insulated against contact?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
12	Is the center line of the toilet a minimum of 18" from the side walls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
13	Is the clear area around the toilet a minimum of 60" x 56"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
14	Is the height of the toilet seat between 17" and 19" above the floor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
15	Is the height of the bottom edge of the toilet paper dispenser no greater than 15" above the floor and not located behind a grab bar?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
16	Is the proper International Symbol of Accessibility signage provided for each accessible toilet room?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
17	Is outer edge the accessibility sign a minimum of 18" beyond the edge of the door trim/surround?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
18	Is the height of the braille / tactile lettering not less than 48" and no greater than 60" above the floor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	PROVIDE SIGN WITH BRAILLE
G. Guestrooms							
1	Are there sufficient reported accessible sleeping rooms with respect to the total number of reported guestrooms? (See Table 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
2	Are there sufficient reported accessible rooms with roll-in showers with respect to the total number of reported accessible guestrooms? (See Table 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
H. Access To Goods and Services							
1	Are aisles and pathways to goods and services and to one of each type of sales or service counters at least 36" wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
2	Is the height of accessible sales or service counters no less than 36" long and not greater than 34" above the floor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E2010	Fixed Furnishings	AT PERMIT COUNTER
3	If fitting or dressing rooms are provided, are 5%, but not less than 1 dressing room provided for each type of room (male / female)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	MENS AND WOMENS IN BASEMENT
4	If fitting or dressing rooms are provided, are entry doors to fitting or dressing rooms at least 32" wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1020	Interior Doors	

SECTION	ITEM	YES	NO	N/A	UNIFORMAT#	BUILDING SYSTEM	COMMENTS / RECOMMEND CORRECTION
5	If fitting or dressing rooms are provided, is the door hardware easy to operate (lever or loop type which do not require any grasping, pinching, or twisting, and no less than 34" and not higher than 48" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1020	Interior Doors	NO DOOR, PASSAGE WITH SIGHT BARRIERS
6	If fitting or dressing rooms are provided, are mirrors provided and a minimum of 18" wide and 54" high?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	PROVIDE TWO MIRRORS
7	If fitting or dressing rooms are provided, is the bottom edge of the no greater than 20" from the top of the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
8	If fitting or dressing rooms are provided, is a seating bench no less than 24" x 48" affixed to the long wall with a height of no greater than 17" to 19" above the floor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	E2010	Fixed Furnishings	BENCH IS LOOSE IN MIDDLE OF ROOM, MOVE TO WALL.
9	If fitting or dressing rooms are provided, is the minimum clear space in the room 60" x 60"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
10	If fitting or dressing rooms are provided, does a door encroach with the minimum 60" x 60" clear space of the room?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	NO DOOR
I. Additional Access - Drinking Fountains / Public Telephones							
1	If drinking fountains are provided, are accessible drinking fountains present?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
2	If accessible drinking fountains are present, are the drinking fountains located completely with alcoves or installed in a manner NOT to encroach on paths of travel or walkways?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	LOCKER AND DOOR FRAME CREATE ALCOVE.
3	If accessible drinking fountains are provided, is the approach clear space a minimum of 30" wide and 48" long?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
4	If accessible drinking fountains are provided, is the area under the fountain no less than 17" but no greater than 25"?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
5	If accessible drinking fountains are provided, are the operable parts no higher than 44" above the floor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
6	If accessible drinking fountains are provided, can the operable parts be done with one hand without pinching, grasping, or twisting of the wrist?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
7	If accessible drinking fountains are provided, is the spout outlet no higher than 36" above the floor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
8	If accessible drinking fountains are provided, is the spout outlet at least 15" from the rear and no more than 5" from the front of the drinking fountain?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
9	Is at least one public telephone a TTY configured telephone?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	D5030	Communications and Security	
10	If an accessible telephone is provided, is the approach clear space a minimum of 30" wide and 48" long?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D5030	Communications and Security	
11	If an accessible telephone is provided, is the highest operable part not greater than 48" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D5030	Communications and Security	
12	If an accessible telephone is provided, is it identified with the International Symbol of Accessibility?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D5030	Communications and Security	

**Site Name: Old Naval Hospital #1****Criteria 1: Meter Inventory & Usage Data**

We located meter #0681180. It was not possible to determine the historical annual usage for the facility and further research will be required. However based on the size and profile of the facility, it seems likely that the annual usage is less than 100,000 kWh.

Criteria 2: Orientation of site / building for solar potential

Site is located along on the east side of Inspiration Point Way, which runs north and south. The facility has a very small parking lot immediately to the west and has access to very large parking lot located a few hundred feet to the west; this lot is likely shared among multiple facilities. The roof of the building has many different orientations and slopes and has minimal available areas that could be used for solar.

Criteria 3: Impact of existing shading

Due to the height of the roof, minimal to no tree shading is expected. The very large parking lot located to the west will experience minor tree shading which can be mitigated by regular trimming to maintain sun exposure.

Criteria 4: Condition of Roof, ability to support solar PV system, recommended areas for installation, production capacity

In assessing the overall condition, the roof of the facility was deemed suitable for supporting a solar array pending a full structural analysis. However because of the extremely small available roof area, the height from the ground, and the large available parking area to the west the preferred option for this site is to install carport canopy solar.

Generate Change. Choose Solar.

Criteria 5: Existing electrical system

The existing Main Switch Board is located in an electrical room of the facility and is the designated point of connection. The switch board is rated at 480/277 600A 3 Phase and should support tying in a photovoltaic system that could offset a majority of its energy usage. The existing electrical system was built around 1914, but each piece of equipment within the electrical room was in good working condition based on site observation.

Criteria 6: Ease of installation of PV System

No major hurdles were identified that would prohibit the location of the solar array on the roof of the facility. The recommended SMA Tripower string inverters are relatively small (27" x 26" x 10") and can be installed within the solar arrays. In the case of the roof arrays the inverters would either be installed on the roof itself, or, more likely, on a load bearing wall at a precise location to be determined after a structural engineering analysis. The site presents ample possible locations for the inverters (and the required AC aggregation panel) to be located. Correspondingly, the string inverters for any carport canopy arrays would be installed near the top of the support columns (about 10 feet above grade) to reduce tampering (they would also be equipped with locks). The required AC aggregation panel would likely be installed on a support column at the end of the parking aisle to avoid interference issues due to a parked vehicle. Exact conduit routing paths from modules to inverters to AC panels to point of connection would be determined during a detailed design phase. The NEC required the AC service disconnect would be installed inside in the electrical room that houses the Main Switch Board. The parking lot to the west would be a suitable lay down area for equipment and material.

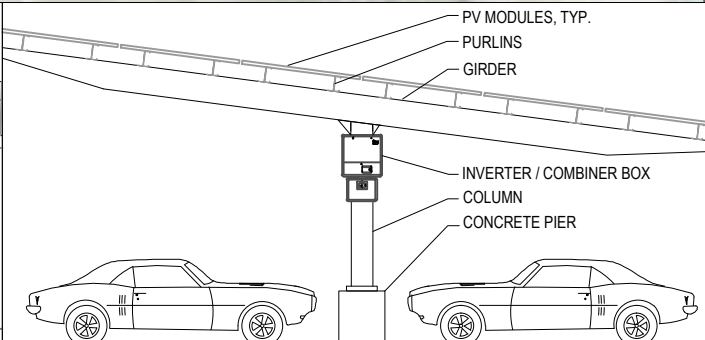
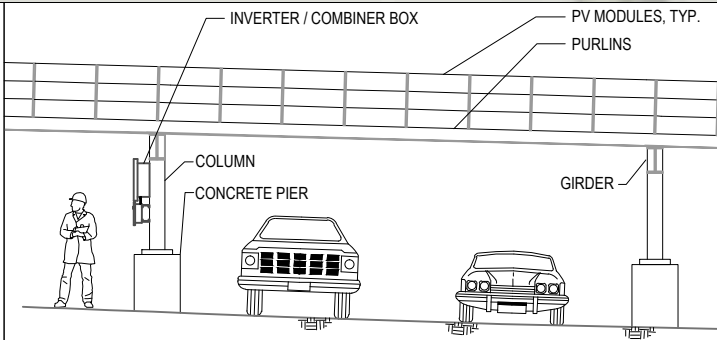
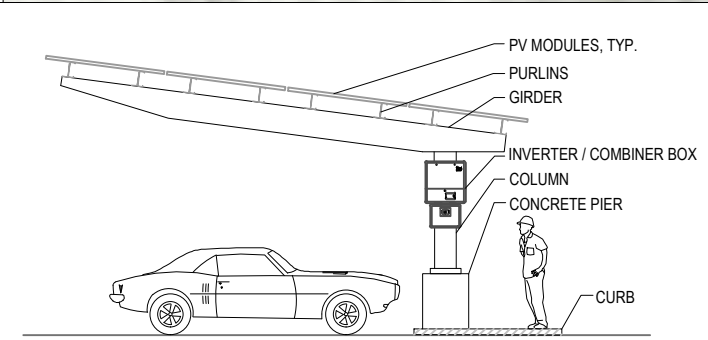
Criteria 7: Size, shading, and condition of associated parking lots / open space

The siting of the parking lot to the west is favorable for carport canopy solar arrays. There is minor tree coverage around the parking lot which can be mitigated by regular tree trimming.

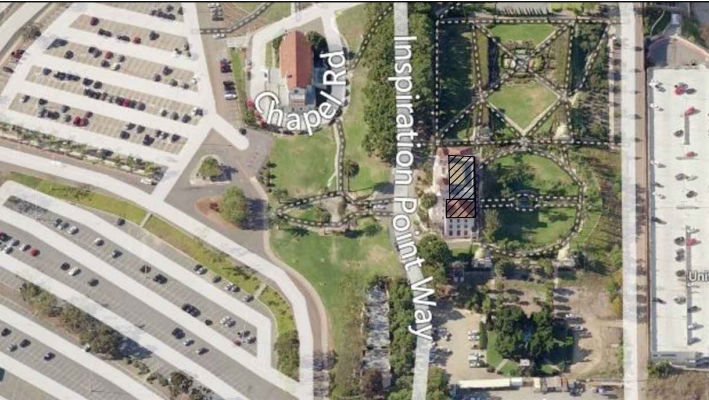
Criteria 8: Energy use analysis & Optimal System Size

As is shown on the Old Naval Hospital/Parks Admin layout, there is ample space using the available space on the roof and parking lot to build a very large PV system that would likely exceed the site's annual usage; the City would have its choice of which areas to cover with solar. Assuming an annual usage of 100,000 kWh, a system size of 54 kW would be required to offset 80% of the facility's usage.

CITY OF SAN DIEGO SOLAR ASSESSMENT - OLD NAVAL HOSPITAL / PARKS ADMINISTRATION - PV PROJECT



PROJECT INFORMATION



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BORREGO SOLAR

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PROPOSAL SPECIFICATION

SYSTEM SIZE DC (kW)	676.200		
SYSTEM SIZE AC-CEC (kW)	603.982		
DC TO AC RATIO	1.16		
MODULE INFORMATION	(2,415) LG280		
STRING INFORMATION	(115) PARALLELED STRINGS OF (21)		
INVERTER INFORMATION	(16) SMA STP20TL-US & (15) SMA STP15TL-US & (3) SMA STP12TL-US		
TRANSFORMER INFORMATION	TBD		
INTERCONNECTION VOLTAGE	TBD		
RACKING DETAILS	ROOF MOUNTED FLUSHMOUNT & SOLAR SUPPORT STRUCTURES		
ARRAY PITCH (METER)	N/A	SITE LATITUDE	32.72 N
ASCE7-05 WIND SPEED (MPH)	85	GROUND SNOW LOAD (PSF)	0

ARRAY INFORMATION

ARRAY NO.	AZIMUTH	TILT ANGLE	NO. OF MODULES	NO. OF STRINGS	KW DC	ARRAY SQ. FT	INV - # CONNECTED
ROOF-2	VARY	22°	21	1	5.880	N/A	(1) 12TL
SS-1	219°	7.5°	378	18	105.840	6,890	(4) 20TL &(1)12TL
SS-2	216°	7.5°	1,071	51	299.880	19,522	(12) 20TL &(1)12TL
SS-3	224°	7.5°	945	45	264.600	17,225	(15) 15TL
TOTAL	-	-	2,415	115	676.200	43,637	-

CITY OF SAN DIEGO SOLAR ASSESSMENT - OLD
NAVAL HOSPITAL / PARKS ADMINISTRATION
2125 PARK BLVD
SAN DIEGO, CA 92101

PROJECT NUMBER:
P-SD-006591

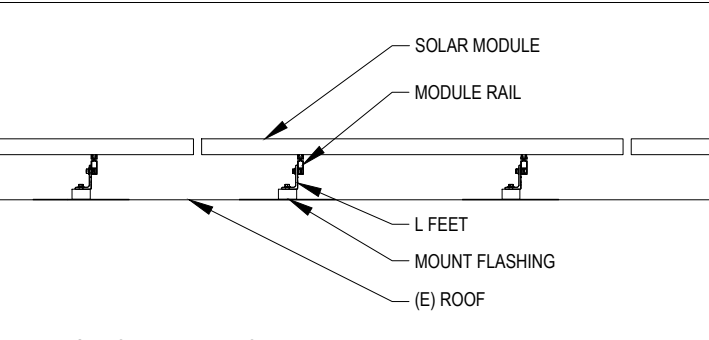
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	11/19/14	ez	JZ	PROPOSAL LAYOUT

SCALE: 1"=80'
VALID ONLY WHEN PLOTTED
ANSI FULL BLEED B 11" X 17"

PV-1

L1 PROPOSAL LAYOUT

FLUSHMOUNT ELEVATION



Attachment “C”

Old Naval Hospital Library Building 8 Facility Executive Summary, 2015

[TO FOLLOW BEHIND THIS PAGE]

009885 - Parks, Old Naval Hospital Library #8

Facility Executive Summary



Facility Statistics	
Council District	3
Community Group	Balboa Park
Year Built	1951
Gross Square Feet	8,700
Address	1785 Stitt Ave.
Latitude	32.724439
Longitude	-117.148218
Building Value	\$6,603,126
Site Value	\$136,938
Total Replacement Value:	\$6,740,064
Facility Condition and Needs	
Condition Rating	Fair
Facility Condition Index (FCI)	30
Building	\$0
Site	\$0
Total Maintenance Needs*	\$0
Building	\$1,987,145
Site	\$129,761
Total Capital Needs*	\$2,116,906
Building	\$1,987,145
Site	\$129,761
Total Needs*	\$2,116,906

* Needs are current FY14 needs and do not include future needs

Facility Description:

General information for this facility is illustrated in the Facility Statistics table above.

Site:

The site at Parks, Old Naval Hospital Library #8 is generally deemed to be inadequate for its current use. The building has been vacant since 2001 and was under renovation, which was approximately 50% completed when the project was suspended. The parking lots and roadways are not part of the facility. Pedestrian paving is original and in fair condition. The site landscaping is mature and in poor condition. In general the site grading is adequate. Site lighting and security appears to be in poor condition.

Substructure:

The foundations are comprised of slab on grade and stem walls at elevated floors. The substructure system does not present signs of movement.

Shell:

Floor construction is a structural concrete slab elevated above the excavated sloping grade below. A southern portion of the building has a stepped floor on grade for the proposed auditorium. The roof is framed with glue-lams and dimensional lumber in fair condition. The exterior windows are original and are in poor condition, many are broken by vandalism. The windows are fixed in place with wood stops. The wood frames are large panes of a single glazing system. Exterior doors are aluminum for the main entry painted wood flush doors for the additional personnel service doors. The exterior doors are original and are in poor condition. Exterior walls are concrete masonry units with a painted stucco

finish, which are original and are in fair condition. Roof coverings are modified bitumen, which are replacements and are in fair condition. Downspouts, drains, and gutters are replacements.

Interior Construction:

Interior partitions are replacements and are partially in place with exposed metal framing and furring. There are no casework, millwork, or interior doors present.

Interior Finishes:

There are no interior wall, floor, or ceiling finishes in place.

Plumbing:

Plumbing fixtures are not installed. Domestic water distribution is provided by copper piping with hot water provided by central water heater. Sanitary sewer piping is a combination of cast iron and ABS piping. The facility appears to have been abandoned during a major renovation. The plumbing piping had been replaced, water heater was installed, walls were still open, and no fixtures were installed.

Mechanical:

The Heating, Ventilation, and Cooling (HVAC) units are predominately packaged units, which are replacements and in poor condition. There were five heat pump air handling units installed, which were not connected and the outside condensers were not present.

Life Safety:

Fire protection specialties are present. System components consisted of wet sprinklers. These systems are provided throughout the building. Visually these systems appear to be in fair condition. All ceilings were open and electrical systems were still in a rough-in state.

Electrical:

Electrical service for the facility is provided by an underground service supplied by another facility on site. Ground Fault Circuit Interrupter (GFCI) receptacles were not observed. Electrical service and distribution is a replacement and in poor condition. Branch lighting and wiring have been upgraded. All ceilings and most walls were open and electrical systems were still in a rough-in state.

Accessibility:

An abbreviated accessibility survey was scheduled for this facility. In general, the facility does not contain the required features to be considered to be accessible for persons with disabilities. The findings of this survey can be found on the "Accessibility Capital Needs" sections contained in this report.

Solar Energy Assessment:

A solar energy assessment was performed on this facility. Please refer to the solar energy report section of this report for details regarding solar energy.

Cost Model Report 009885 - Parks, Old Naval Hospital Library #8

Cost Model Name (1951)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Totals		\$505.98	\$758.98			\$6,757,255.20					\$1,987,145.25
Standard Foundations	Potentially Critical	\$6.94	\$10.41	8,700	100	\$90,567.00	0	100	0	2051	\$0.00
Special Foundations	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	100	0	2051	\$0.00
Slab on Grade	Potentially Critical	\$9.66	\$14.49	8,700	100	\$126,063.00	0	100	0	2051	\$0.00
Basement Excavation	Potentially Critical	\$0.25	\$0.38	8,700	100	\$3,306.00	0	100	0	2051	\$0.00
Basement Walls	Potentially Critical	\$6.96	\$10.44	8,700	100	\$90,828.00	0	100	0	2051	\$0.00
Floor Construction	Potentially Critical	\$59.07	\$88.60	8,700	100	\$770,820.00	0	100	0	2051	\$0.00
Roof Construction	Potentially Critical	\$9.09	\$13.64	8,700	100	\$118,668.00	0	100	0	2051	\$0.00
Exterior Walls	Potentially Critical	\$136.39	\$204.58	8,700	100	\$1,779,846.00	0	100	0	2051	\$0.00
Exterior Windows	Necessary	\$10.55	\$15.82	8,700	105	\$144,515.70	0	40	2014	2014	\$144,515.70
Exterior Doors	Necessary	\$1.88	\$2.82	8,700	105	\$25,760.70	0	40	2014	2014	\$25,760.70
Roof Coverings	Critical	\$10.36	\$15.54	8,700	120	\$162,237.60	2000	20	0	2020	\$0.00
Partitions	Necessary	\$9.17	\$13.76	8,700	90	\$107,740.80	0	75	2014	2014	\$107,740.80
Interior Doors	Necessary	\$7.83	\$11.74	8,700	105	\$107,244.90	0	30	2014	2014	\$107,244.90

Cost Model Name (1951)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Fittings	Recommended	\$2.02	\$3.03	8,700	105	\$27,679.05	0	20	2014	2014	\$27,679.05
Stair Construction	Potentially Critical	\$3.01	\$4.52	8,700	105	\$41,290.20	0	75	0	2026	\$0.00
Stair Finishes	Necessary	\$0.30	\$0.45	8,700	100	\$3,915.00	0	20	2014	2014	\$3,915.00
Wall Finishes	Necessary	\$2.49	\$3.74	8,700	100	\$32,538.00	0	10	2014	2014	\$32,538.00
Floor Finishes	Necessary	\$16.50	\$24.75	8,700	100	\$215,325.00	0	10	2014	2014	\$215,325.00
Ceiling Finishes	Necessary	\$25.70	\$38.55	8,700	100	\$335,385.00	0	25	2014	2014	\$335,385.00
Elevators and Lifts	Not Applicable	\$0.00	\$0.00	8,700	110	\$0.00	0	30	0	1981	\$0.00
Escalators and Moving Walks	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	15	0	1966	\$0.00
Other Conveying Systems	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	30	0	1981	\$0.00
Plumbing Fixtures	Necessary	\$6.08	\$9.12	8,700	90	\$71,409.60	0	30	2014	2014	\$71,409.60
Domestic Water Distribution	Potentially Critical	\$3.73	\$5.60	8,700	100	\$48,720.00	0	30	2019	2019	\$0.00
Sanitary Waste	Necessary	\$0.98	\$1.47	8,700	105	\$13,428.45	2001	30	0	2031	\$0.00
Rain Water Drainage	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	30	0	1981	\$0.00
Other Plumbing Systems	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	30	0	1981	\$0.00
Energy Supply	Potentially Critical	\$7.41	\$11.12	8,700	100	\$96,744.00	0	30	0	1981	\$96,744.00

Cost Model Name (1951)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Heat Generating Systems	Not Applicable	\$0.00	\$0.00	8,700	110	\$0.00	0	30	0	1981	\$0.00
Cooling Generating Systems	Not Applicable	\$0.00	\$0.00	8,700	110	\$0.00	0	30	0	1981	\$0.00
Distribution Systems	Necessary	\$4.04	\$6.06	8,700	100	\$52,722.00	2001	30	0	2031	\$0.00
Terminal and Package Units	Potentially Critical	\$88.63	\$132.94	8,700	110	\$1,272,235.80	2001	15	0	2016	\$0.00
Controls and Instrumentation	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	20	0	1971	\$0.00
Other HVAC Systems	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	20	0	1971	\$0.00
Sprinklers	Critical	\$10.70	\$16.05	8,700	100	\$139,635.00	2001	30	0	2031	\$0.00
Standpipes	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	30	0	1981	\$0.00
Other Fire Protection Systems	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	30	0	1981	\$0.00
Electrical Service Distribution	Potentially Critical	\$4.36	\$6.54	8,700	105	\$59,742.90	2001	30	0	2031	\$0.00
Lighting and Branch Wiring	Necessary	\$41.61	\$62.42	8,700	100	\$543,054.00	0	30	2014	2014	\$543,054.00
Communications and Security	Critical	\$2.87	\$4.30	8,700	100	\$37,410.00	0	10	2014	2014	\$37,410.00
Other Electrical/Generator	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	20	0	1971	\$0.00
Commercial Equipment	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	20	0	1971	\$0.00




Cost Model Name (1951)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Institutional Equipment	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	20	0	1971	\$0.00
Vehicular Equipment	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	20	0	1971	\$0.00
Other Equipment	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	20	0	1971	\$0.00
Fixed Furnishings	Necessary	\$17.40	\$26.10	8,700	105	\$238,423.50	0	20	2014	2014	\$238,423.50
Special Structures	Not Applicable	\$0.00	\$0.00	8,700	110	\$0.00	0	50	0	2001	\$0.00




Report - Forecast Needs By System For 009885 - Parks, Old Naval Hospital Library #8



System	2014 (\$)	2015 (\$)	2016 (\$)	2017 (\$)	2018 (\$)	2019 (\$)	2020 (\$)	2021 (\$)	2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)	2026 (\$)	2027 (\$)	2028 (\$)	2029 (\$)	2030 (\$)	2031 (\$)	2032 (\$)	2033 (\$)	2034 (\$)
Totals	1,987,145	0	1,329,282	0	0	54,134	193,728	0	0	0	0	0	0	0	0	0	0	474,045	0	0	0
FOUNDATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Slab on Grade	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Special Foundations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Standard Foundations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BASEMENT CONSTRUCTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Basement Excavation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Basement Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERSTRUCTURE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Floor Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roof Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EXTERIOR ENCLOSURE	170,276	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exterior Doors	25,761	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exterior Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Exterior Windows	144,516	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ROOFING	0	0	0	0	0	0	193,728	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roof Coverings	0	0	0	0	0	0	193,728	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTERIOR CONSTRUCTION	242,665	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fittings	27,679	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interior Doors	107,245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partitions	107,741	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STAIRS	3,915	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stair Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Stair Finishes	3,915	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
INTERIOR FINISHES	583,248	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ceiling Finishes	335,385	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Floor Finishes	215,325	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wall Finishes	32,538	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONVEYING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevators and Lifts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Escalators and Moving Walks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Conveying Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PLUMBING	71,410	0	2,148	0	0	54,134	0	0	0	0	0	0	0	0	0	0	0	22,195	0	0	0
Domestic Water Distribution	0	0	2,148	0	0	54,134	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Plumbing Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plumbing Fixtures	71,410	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rain Water Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sanitary Waste	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22,195	0	0	0
HVAC	96,744	0	1,327,134	0	0	0	0	0	0	0	0	0	0	0	0	0	0	122,319	0	0	0



System	2014 (\$)	2015 (\$)	2016 (\$)	2017 (\$)	2018 (\$)	2019 (\$)	2020 (\$)	2021 (\$)	2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)	2026 (\$)	2027 (\$)	2028 (\$)	2029 (\$)	2030 (\$)	2031 (\$)	2032 (\$)	2033 (\$)	2034 (\$)
Controls and Instrumentation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cooling Generating Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Distribution Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	87,139	0	0	0
Energy Supply	96,744	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heat Generating Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other HVAC Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Terminal and Package Units	0	0	1,327,134	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35,180	0	0	0
FIRE PROTECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	230,789	0	0	0
Sprinklers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	230,789	0	0	0
Standpipes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE PROTECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Fire Protection Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ELECTRICAL	580,464	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	98,743	0	0	0
Communications and Security	37,410	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical Service Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	98,743	0	0	0
Lighting and Branch Wiring	543,054	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Electrical/ Generator	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Institutional Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicular Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FURNISHINGS	238,424	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fixed Furnishings	238,424	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL CONSTRUCTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Special Structures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0




Deficiency By Priority By Building - 009885 - Parks, Old Naval Hospital Library #8


Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2016	Potentially Critical	Floor: 1 Room: WH CLOSET IN RR ID: XJ0127741 .394 Type: Water Heaters	Replace		Domestic Water Distribution	Capital	\$2,148
2020	Critical	Floor: Roof 1 Room: ROOF ID: Type: Modified Bitumen	Replace		Roof Coverings	Capital	\$66,496
2031	Potentially Critical	Floor: B1 Room: MECH RM ID: 207105T5H Type: Furnace, Electric	Replace		Terminal and Package Units	Capital	\$9,545



Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2031	Potentially Critical	Floor: B1 Room: MECH RM ID: Z365NAH1V Type: Furnace, Electric	Replace		Terminal and Package Units	Capital	\$8,057
2031	Potentially Critical	Floor: B1 Room: MECH RM ID: 2043BGJ2V Type: Furnace, Electric	Replace		Terminal and Package Units	Capital	\$7,177
2031	Potentially Critical	Floor: B1 Room: MECH RM ID: Z3656K62V Type: Furnace, Electric	Replace		Terminal and Package Units	Capital	\$5,578




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2031	Potentially Critical	Floor: B1 Room: MECH RM ID: Z353SJA2V Type: Furnace, Electric	Replace		Terminal and Package Units	Capital	\$4,822
2014	Critical	(1951) System	Replace	Missing System	Communications and Security	Capital	\$37,410
2014	Potentially Critical	(1951) System	Replace		Energy Supply	Capital	\$96,744




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1951) System	Replace		Lighting and Branch Wiring	Capital	\$543,054
2014	Necessary	(1951) System	Replace		Ceiling Finishes	Capital	\$335,385
2014	Necessary	(1951) System	Replace	Missing System	Fixed Furnishings	Capital	\$238,424


Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1951) System	Replace		Floor Finishes	Capital	\$215,325
2014	Necessary	(1951) System	Replace		Exterior Windows	Capital	\$144,516
2014	Necessary	(1951) System	Replace		Partitions	Capital	\$107,741

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1951) System	Replace	Missing System	Interior Doors	Capital	\$107,245
2014	Necessary	(1951) System	Replace	Missing System	Plumbing Fixtures	Capital	\$71,410
2014	Necessary	(1951) System	Replace		Wall Finishes	Capital	\$32,538




Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1951) System	Replace		Exterior Doors	Capital	\$25,761
2014	Necessary	(1951) System	Replace		Stair Finishes	Capital	\$3,915
2014	Recommended	(1951) System	Replace	Missing System	Fittings	Capital	\$27,679


Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2016	Potentially Critical	(1951) System	Replace		Terminal and Package Units	Capital	\$1,327,134
2019	Potentially Critical	(1951) System	Replace		Domestic Water Distribution	Capital	\$54,134
2020	Critical	(1951) System	Replace		Roof Coverings	Capital	\$127,231

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2031	Critical	(1951) System	Replace		Sprinklers	Capital	\$230,789
2031	Potentially Critical	(1951) System	Replace		Electrical Service Distribution	Capital	\$98,743
2031	Necessary	(1951) System	Replace		Distribution Systems	Capital	\$87,139








Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2031	Necessary	(1951) System	Replace		Sanitary Waste	Capital	\$22,195

Accessibility Capital Needs By Building - 009885 - Parks, Old Naval Hospital Library #8

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Total					Capital	\$20,582
2014	Other	Floor: 1 Room: ENTRY	Install accessible signage			Capital	\$361
2014	Other	Floor: 1 Room: ENTRY	Modify existing door threshold			Capital	\$314
2014	Other	Floor: 1 Room: ENTRY	Install accessible lock-set			Capital	\$606

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Other	Floor: 1 Room: INTERIOR	Construct accessible toilet room			Capital	\$19,301

Worksheet - Equipment Inventory For 009885 - Parks, Old Naval Hospital Library #8

Council District No.	Department Name	Community Group	Building	Space	Equipment Number	Equipment Type	Manufacturer	Model Number	Serial Number	Capacity	UOM	Year Installed	Next Renewal Year	Estimated Replacement Cost	Funding Type	Photo	Assessor Notes
3	Park and Recreation - Developed Regional	Balboa Park	009885 - Parks, Old Naval Hospital Library #8	WH CLOSET IN RR	WH 1	Water Heaters	BRADFORD WHITE CORP	M4403T6EN 12	XJ0127741 .394	40000	BTU	2001	2016	\$2,025	Capital		
3	Park and Recreation - Developed Regional	Balboa Park	009885 - Parks, Old Naval Hospital Library #8	ROOF	MOD BIT	Modified Bitumen				9900	SF	2000	2020	\$55,688	Capital		EST, REPLACED PRIOR TO RENOVATION
3	Park and Recreation - Developed Regional	Balboa Park	009885 - Parks, Old Naval Hospital Library #8	MECH RM	FR 3	Furnace, Electric	TRANE	TWE018P13 0B0	Z353SJA2V	18000	BTU	2001	2031	\$2,918	Capital		UNIT NEVER CONNECTED
3	Park and Recreation - Developed Regional	Balboa Park	009885 - Parks, Old Naval Hospital Library #8	MECH RM	FR 2	Furnace, Electric	TRANE	TWE048P13 0B0	2043BGJ2V	48000	BTU	2001	2031	\$4,343	Capital		UNIT NEVER CONNECTED
3	Park and Recreation - Developed Regional	Balboa Park	009885 - Parks, Old Naval Hospital Library #8	MECH RM	FR 1	Furnace, Electric	TRANE	TWE060P13 0B0	Z365NAH1V	60000	BTU	2001	2031	\$4,875	Capital		UNIT NEVER CONNECTED
3	Park and Recreation - Developed Regional	Balboa Park	009885 - Parks, Old Naval Hospital Library #8	MECH RM	FR 4	Furnace, Electric	TRANE	TWE030P13 0B0	Z3656K62V	30000	BTU	2001	2031	\$3,375	Capital		UNIT NEVER CONNECTED
3	Park and Recreation - Developed Regional	Balboa Park	009885 - Parks, Old Naval Hospital Library #8	MECH RM	FR 5	Furnace, Electric	TRANE	TWE090A10 0DA	207105T5H	90000	BTU	2001	2031	\$5,775	Capital		

Cost Model Report 009885 - Parks, Old Naval Hospital Library #8 SITE




Cost Model Name (1951)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Totals		\$10.49	\$15.74			\$142,462.50					\$129,760.50
Site Earthwork	Recommended	\$0.36	\$0.54	8,700	100	\$4,698.00	0	100	0	2051	\$0.00
Roadways	Not Applicable	\$0.45	\$0.68	8,700	110	\$6,507.60	0	50	0	2001	\$6,507.60
Parking Lots	Not Applicable	\$0.47	\$0.70	8,700	110	\$6,699.00	0	50	0	2001	\$6,699.00
Pedestrian Paving	Recommended	\$3.89	\$5.84	8,700	110	\$55,888.80	0	50	0	2001	\$55,888.80
Site Development	Recommended	\$0.61	\$0.92	8,700	100	\$8,004.00	0	30	2019	2019	\$0.00
Landscaping	Recommended	\$0.58	\$0.87	8,700	90	\$6,812.10	0	10	2014	2014	\$6,812.10
Water Supply	Necessary	\$0.30	\$0.45	8,700	100	\$3,915.00	0	50	0	2001	\$3,915.00
Sanitary Sewer	Necessary	\$0.70	\$1.05	8,700	100	\$9,135.00	0	50	0	2001	\$9,135.00
Storm Sewer	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	50	0	2001	\$0.00
Heating Distribution	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	30	0	1981	\$0.00
Cooling Distribution	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	30	0	1981	\$0.00
Fuel Distribution	Necessary	\$0.22	\$0.33	8,700	100	\$2,871.00	0	50	0	2001	\$2,871.00

Cost Model Name (1951)											
Subsystem	Priority	Cost Per Square Foot	Total Cost Per Square Foot	Gross Square Feet	Percent Renewed	System Replacement Cost	Last Reno Year	Life	Override Default Renewal Year	Next Renew Year	Total Requirement
Electrical Distribution	Necessary	\$2.91	\$4.36	8,700	100	\$37,932.00	0	30	0	1981	\$37,932.00
Site Lighting	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	30	0	1981	\$0.00
Site Communications and Security	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	10	0	1961	\$0.00
Service and Pedestrian Tunnels	Not Applicable	\$0.00	\$0.00	8,700	120	\$0.00	0	100	0	2051	\$0.00
Other Site Construction	Not Applicable	\$0.00	\$0.00	8,700	100	\$0.00	0	50	0	2001	\$0.00




Report - Forecast Needs By System For 009885 - Parks, Old Naval Hospital Library #8 SITE

System	2014 (\$)	2015 (\$)	2016 (\$)	2017 (\$)	2018 (\$)	2019 (\$)	2020 (\$)	2021 (\$)	2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)	2026 (\$)	2027 (\$)	2028 (\$)	2029 (\$)	2030 (\$)	2031 (\$)	2032 (\$)	2033 (\$)	2034 (\$)
Totals	129,761	0	0	0	0	9,279	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE PREPARATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Earthwork	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE IMPROVEMENTS	75,908	0	0	0	0	9,279	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Landscaping	6,812	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Lots	6,699	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrian Paving	55,889	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roadways	6,508	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Development	0	0	0	0	0	9,279	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE CIVIL/MECHANICAL UTILITIES	15,921	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cooling Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel Distribution	2,871	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heating Distribution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sanitary Sewer	9,135	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Storm Sewer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Water Supply	3,915	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE ELECTRICAL UTILITIES	37,932	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical Distribution	37,932	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Communications and Security	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Lighting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER SITE CONSTRUCTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Site Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service and Pedestrian Tunnels	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0


Deficiency By Priority By Building - 009885 - Parks, Old Naval Hospital Library #8 SITE

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1951) System	Replace		Electrical Distribution	Capital	\$37,932
2014	Necessary	(1951) System	Replace		Sanitary Sewer	Capital	\$9,135
2014	Necessary	(1951) System	Replace		Water Supply	Capital	\$3,915

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Necessary	(1951) System	Replace		Fuel Distribution	Capital	\$2,871
2014	Recommended	(1951) System	Replace		Pedestrian Paving	Capital	\$55,889
2014	Recommended	(1951) System	Replace		Landscaping	Capital	\$6,812

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Not Applicable	(1951) System	Replace		Parking Lots	Capital	\$6,699
2014	Not Applicable	(1951) System	Replace		Roadways	Capital	\$6,508
2019	Recommended	(1951) System	Replace		Site Development	Capital	\$9,279

Accessibility Capital Needs By Building - 009885 - Parks, Old Naval Hospital Library #8 SITE

Year	Priority	Location	Correction	Photo	Subsystem	Funding Type	Requirement
2014	Total					Capital	\$3,220
2014	Other	Floor: 1 Room: SITE	Provide accessible parking			Capital	\$3,220

Abbreviated Accessibility Survey - 009885 - Parks, Old Naval Hospital Library #8
Please refer to the Deficiency by Priority report for Accessibility Deficiencies and Pricing.

SECTION	ITEM	YES	NO	N/A	UNIFORMAT#	BUILDING SYSTEM	COMMENTS / RECOMMEND CORRECTION
A. Parking / Accessible Route							
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces? (See Table 1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
1.1	Are accessible parking spaces at least 8' wide with an accessible aisle at least 5' wide?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	NO AISLE, MARK AISLE
1.2	Are accessible parking spaces located towards the building's accessible entrance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
2	Are there sufficient van-accessible parking spaces available (96 in. wide by 60 in. aisle)? (See Table 1)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	MARK VAN AISLE
2.1	Are accessible van parking spaces at least 96" wide with an accessible aisle at least 8' wide?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	
3	Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	ADD VAN SIGN
3.1	Is there a "No Parking" sign white in color with 12" letters for the accessible aisle?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	ADD MARKING
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones (if provided), and public streets and sidewalks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
4.1	Is the route from the parking area to the building entrance stable, firm, and slip resistant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
4.2	Is the route from the parking area to the building at least 36" wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
4.3	If the route is greater than 200' and no less than 60" wide is there a passing space no less than 60" x 60"?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
4.4	If there are grates or openings on the route, are the openings no larger than 1/2" to the dominant direction of travel?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
4.5	Is there a running slope no greater than 1:20? i.e. for every inch of height change there are at least 20" of run?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
4.6	Is an accessible route provided to adjacent related features such as: playgrounds, courts, or fields?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths and drop-offs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2030	Pedestrian Paving	ADD CURB CUT.
6	Does signage exist directing you to accessible parking and an accessible building entrance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	G2040	Site Development	ADD SIGN
B. Ramps							
1	If there is a ramp from parking to an accessible building entrance, does it meet slope requirements? (1:12 slope or less)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
2	Are ramps longer than 6 ft. complete with railings on both sides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
3	Is the width between railings at least 36 in.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
4	Is there a level landing for every 30 ft. horizontal length of ramp, at the top and at the bottom of ramps and switchbacks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G2030	Pedestrian Paving	
C. Entrances / Exit							
1	Is the main accessible entrance doorway at least 32 in. wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
1.1	Is the height of the threshold not greater than 1/2"?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	REPLACE THRESHOLD
1.2	Is the landing in the direction of the door swing a minimum of 60" wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
1.3	Is the landing in the opposite direction of the door swing a minimum of 44" wide?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	

SECTION	ITEM	YES	NO	N/A	UNIFORMAT#	BUILDING SYSTEM	COMMENTS / RECOMMEND CORRECTION
1.4	Is the width of the level area on the side to which the door swings extended 24" past the strike edge for an exterior door?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
1.5	Is the width of the level area on the side to which the door swings extended 18" past the strike edge for an interior door?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
2	If the main entrance is inaccessible, are there alternate accessible entrances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
2.1	If the main entrance is inaccessible, is the alternate accessible entrance identified with the International Symbol of Accessibility?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B2030	Exterior Doors	
3	Can the alternate accessible entrance be used independently?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B2030	Exterior Doors	
4	Is the door hardware easy to operate (lever or loop type which do not require any grasping, pinching, or twisting, and no less than 34" and not higher than 48" above the floor)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	REMOVE THUMB LATCH
5	Are main entry doors other than revolving doors available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B2030	Exterior Doors	
6	If there are two main doors in a series, is the minimum space between the doors 48 in. plus the width of any door swinging into the space?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B2030	Exterior Doors	
D. Paths of Travel							
1	Is the main path of travel free of obstruction and wide enough for a wheelchair (at least 36 in. wide)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
2	Does a visual scan of the main path of travel reveal any obstacles (phones, fountains, etc.) that protrude more than 4 in. into walkways or corridors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	
3	Is there a path of travel that does not require the use of stairs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	STAIRS REQUIRED FOR ACCESS TO ASSEMBLY ROOM.
E. Elevators / Lifts							
1	Do the call buttons have visual signals to indicate when a call is registered and answered?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
2	Is the "UP" button above the "DOWN" button?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
3	Are there visual and audible signals inside cars indicating floor change?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
4	Are there standard raised and Braille markings on both jambs of each hoist way entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
5	Do elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
6	Do elevator lobbies have visual and audible indicators of car arrival?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
7	Are elevator controls low enough to be reached from a wheelchair (48 in. front approach / 54 in. side approach)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
8	Are elevator control buttons designated by Braille and by raised standard alphabet characters (mounted to the left of the button)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
9	If a two-way emergency communication system is provided with the elevator cab, is it usable without voice communication?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
10	If a Lift is provided, can entry and egress be done without assistance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	D1010	Elevators & Lifts	
11	If a Lift is provided, is there a clear floor space at least 30" wide and 48" long at the entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
12	If a Lift is provided, are the controls no less than 15" and no greater than 48" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
13	If a Lift is provided, is the Lift identified with the International Symbol of Accessibility?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D1010	Elevators & Lifts	
F. Toilet Rooms							
1	Are common-area public toilet rooms located on an accessible route?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	C1010	Partitions	

SECTION	ITEM	YES	NO	N/A	UNIFORMAT#	BUILDING SYSTEM	COMMENTS / RECOMMEND CORRECTION
2	Is the door hardware easy to operate (lever or loop type which do not require any grasping, pinching, or twisting, and no less than 34" and not higher than 48" above the floor)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1020	Interior Doors	
3	Are there audible and visual fire alarm devices in the toilet rooms?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D5030	Communications and Security	
4	Are corridor access doors wheelchair – accessible (at least 32 in wide)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1020	Interior Doors	
5	Are public toilet rooms large enough to accommodate a wheelchair turnaround (60 in. turning diameter)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
6	In unisex toilet rooms, are there safety alarms with pull cords?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D5030	Communications and Security	
7	Are toilet stall doors wheelchair –accessible (at least 32 in. wide)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1020	Interior Doors	
8	Are grab bars provided in toilet stalls on the back and side walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
9	Are sinks provided with clearance for a wheelchair to roll under (29 in. clearance)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
10	Are sink handles operable with one hand without grasping, pinching or twisting?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
11	Are exposed pipes under sinks sufficiently insulated against contact?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
12	Is the center line of the toilet a minimum of 18" from the side walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
13	Is the clear area around the toilet a minimum of 60" x 56"?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
14	Is the height of the toilet seat between 17" and 19" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
15	Is the height of the bottom edge of the toilet paper dispenser no greater than 15" above the floor and not located behind a grab bar?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
16	Is the proper International Symbol of Accessibility signage provided for each accessible toilet room?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
17	Is outer edge the accessibility sign a minimum of 18" beyond the edge of the door trim/surround?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
18	Is the height of the braille / tactile lettering not less than 48" and no greater than 60" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
G. Guestrooms							
1	Are there sufficient reported accessible sleeping rooms with respect to the total number of reported guestrooms? (See Table 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
2	Are there sufficient reported accessible rooms with roll-in showers with respect to the total number of reported accessible guestrooms? (See Table 2)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
H. Access To Goods and Services							
1	Are aisles and pathways to goods and services and to one of each type of sales or service counters at least 36" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
2	Is the height of accessible sales or service counters no less than 36" long and not greater than 34" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E2010	Fixed Furnishings	
3	If fitting or dressing rooms are provided, are 5%, but not less than 1 dressing room provided for each type of room (male / female)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
4	If fitting or dressing rooms are provided, are entry doors to fitting or dressing rooms at least 32" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1020	Interior Doors	
5	If fitting or dressing rooms are provided, is the door hardware easy to operate (lever or loop type which do not require any grasping, pinching, or twisting, and no less than 34" and not higher than 48" above the floor)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1020	Interior Doors	

SECTION	ITEM	YES	NO	N/A	UNIFORMAT#	BUILDING SYSTEM	COMMENTS / RECOMMEND CORRECTION
6	If fitting or dressing rooms are provided, are mirrors provided and a minimum of 18" wide and 54" high?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
7	If fitting or dressing rooms are provided, is the bottom edge of the no greater than 20" from the top of the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
8	If fitting or dressing rooms are provided, is a seating bench no less than 24" x 48" affixed to the long wall with a height of no greater than 17" to 19" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E2010	Fixed Furnishings	
9	If fitting or dressing rooms are provided, is the minimum clear space in the room 60" x 60"?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
10	If fitting or dressing rooms are provided, does a door encroach with the minimum 60" x 60" clear space of the room?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
I. Additional Access - Drinking Fountains / Public Telephones							
1	If drinking fountains are provided, are accessible drinking fountains present?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	D2010	Plumbing Fixtures	
2	If accessible drinking fountains are present, are the drinking fountains located completely with alcoves or installed in a manner NOT to encroach on paths of travel or walkways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
3	If accessible drinking fountains are provided, is the approach clear space a minimum of 30" wide and 48" long?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C1010	Partitions	
4	If accessible drinking fountains are provided, is the area under the fountain no less than 17" but no greater than 25"?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
5	If accessible drinking fountains are provided, are the operable parts no higher than 44" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
6	If accessible drinking fountains are provided, can the operable parts be done with one hand without pinching, grasping, or twisting of the wrist?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
7	If accessible drinking fountains are provided, is the spout outlet no higher than 36" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
8	If accessible drinking fountains are provided, is the spout outlet at least 15" from the rear and no more than 5" from the front of the drinking fountain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D2010	Plumbing Fixtures	
9	Is at least one public telephone a TTY configured telephone?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	D5030	Communications and Security	
10	If an accessible telephone is provided, is the approach clear space a minimum of 30" wide and 48" long?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D5030	Communications and Security	
11	If an accessible telephone is provided, is the highest operable part not greater than 48" above the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D5030	Communications and Security	
12	If an accessible telephone is provided, is it identified with the International Symbol of Accessibility?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D5030	Communications and Security	



Site Name: Old Naval Hospital Library #8

Criteria 1: Meter Inventory & Usage Data

It was not possible to confirm either the meter number or historical annual usage; further investigation will be required. The facility appears to be in a re-model status. However based on the size and profile of the facility it is reasonable to assume that the annual usage does not exceed 100,000 kWh.

Criteria 2: Orientation of site / building for solar potential

Site runs along the east side of Inspiration Point Way which runs north and south. The library has a parking lot to the east. The roof of the building is flat making it suitable for the location for an array. The other option is to use the parking lot to the east of the library for carport canopy solar arrays.

Criteria 3: Impact of existing shading

The facility is quite well surrounded by trees; significant trimming will be required to eliminate shading on the proposed roof array. The parking lot array is more open and would require less trimming.

Criteria 4: Condition of Roof, ability to support solar PV system, recommended areas for installation, production capacity

In assessing the overall condition, the roof of the library was deemed suitable for supporting a solar array pending a full structural analysis. Because of the availability of space on the roof and the cost-savings of a roof mounted array compared to a carport canopy array, the roof is the recommended location for installation, but only if significant tree trimming is allowable.

Generate Change. Choose Solar.

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Criteria 5: Existing electrical system

The existing Main Switch Board could not be located at this facility and further due diligence will be required to determine what size system can be interconnected at this site. According to the data supplied by the City staff, the existing electrical system was built around 1989.

Criteria 6: Ease of installation of PV System

No major hurdles were identified that would prohibit the location of the solar array on the roof of the library. The recommended SMA Tripower string inverters are relatively small (27" x 26" x 10") and can be installed within the solar arrays. In the case of the roof arrays the inverters would either be installed on the roof itself, or, more likely, on a load bearing wall at a precise location to be determined after a structural engineering analysis. The site presents ample possible locations for the inverters (and the required AC aggregation panel) to be located. Correspondingly, the string inverters for any carport canopy arrays would be installed near the top of the support columns (about 10 feet above grade) to reduce tampering (they would also be equipped with locks). The required AC aggregation panel would likely be installed on a support column at the end of the parking aisle to avoid interference issues due to a parked vehicle. Exact conduit routing paths from modules to inverters to AC panels to point of connection would be determined during a detailed design phase. The NEC required the AC service disconnect would be installed inside in the electrical room that houses the Main Switch Board. The parking lot to the east would be a suitable lay down area for equipment and material.

Criteria 7: Size, shading, and condition of associated parking lots / open space

The siting of the parking lot to the east is favorable for carport canopy solar arrays. There is tree coverage on all sides of the lot, and trimming would be required to eliminate or at least lessen the shading impact.

Criteria 8: Energy use analysis & Optimal System Size

As is shown on the Old Naval Hospital Library #8 layout, there is ample space using the available space on the roof and parking lot to build a system of about 111 kW. This would more than offset 80% of an (estimated) annual usage of 100,000 kWh.

CITY OF SAN DIEGO SOLAR ASSESSMENT OLD NAVAL HOSPITAL LIBRARY #8 - PV PROJECT

PROJECT INFORMATION

THIS DOCUMENT IS PROVIDED BY BORREGO SOLAR SYSTEMS INC. TO FACILITATE THE SALE AND INSTALLATION OF A SOLAR POWER SYSTEM FROM BORREGO SOLAR SYSTEMS. THIS IS A PRELIMINARY LAYOUT BASED ON AERIAL IMAGERY. THE ACTUAL PARAMETERS OF THE SYSTEM MAY VARY BASED ON A SITE SPECIFIC SURVEY AND THE COMPLETION OF DUE DILIGENCE EFFORTS. THESE DRAWINGS ARE NOT FOR CONSTRUCTION, REPRODUCTION, RELEASE OR UTILIZATION FOR ANY OTHER PURPOSE, WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.



BORREGO SOLAR

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CITY OF SAN DIEGO SOLAR ASSESSMENT OLD
NAVAL HOSPITAL LIBRARY #8
1785 STITT AVENUE
SAN DIEGO, CA 92134

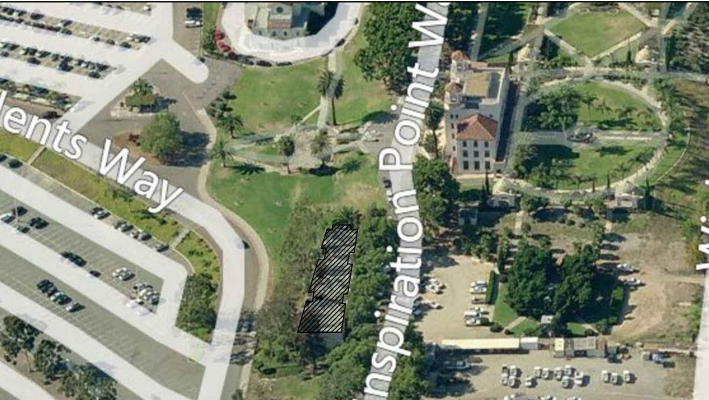
PROJECT NUMBER:
P-SD-006555

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL						
1	11/14/14	EZ	JZ	PROPOSAL LAYOUT						

SCALE: 1"=30'
VALID ONLY WHEN PLOTTED
ANSI FULL BLEED B 11" X 17"

PV-1

L1 PROPOSAL LAYOUT

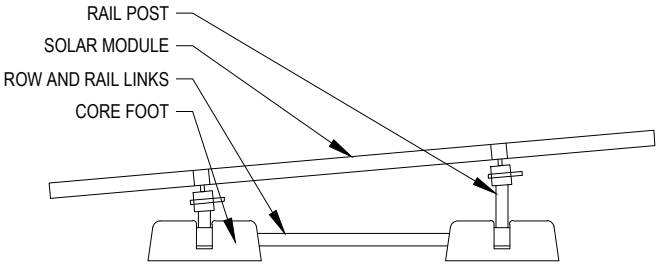
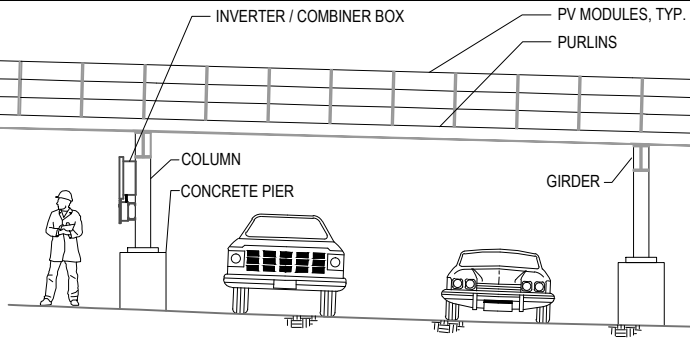
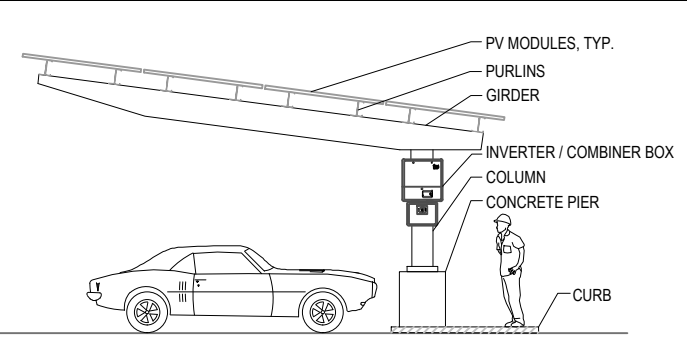
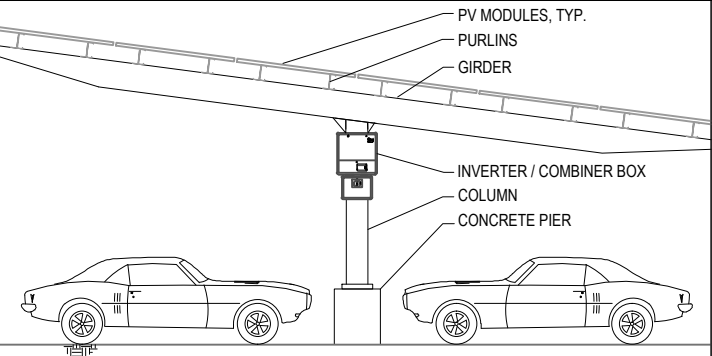
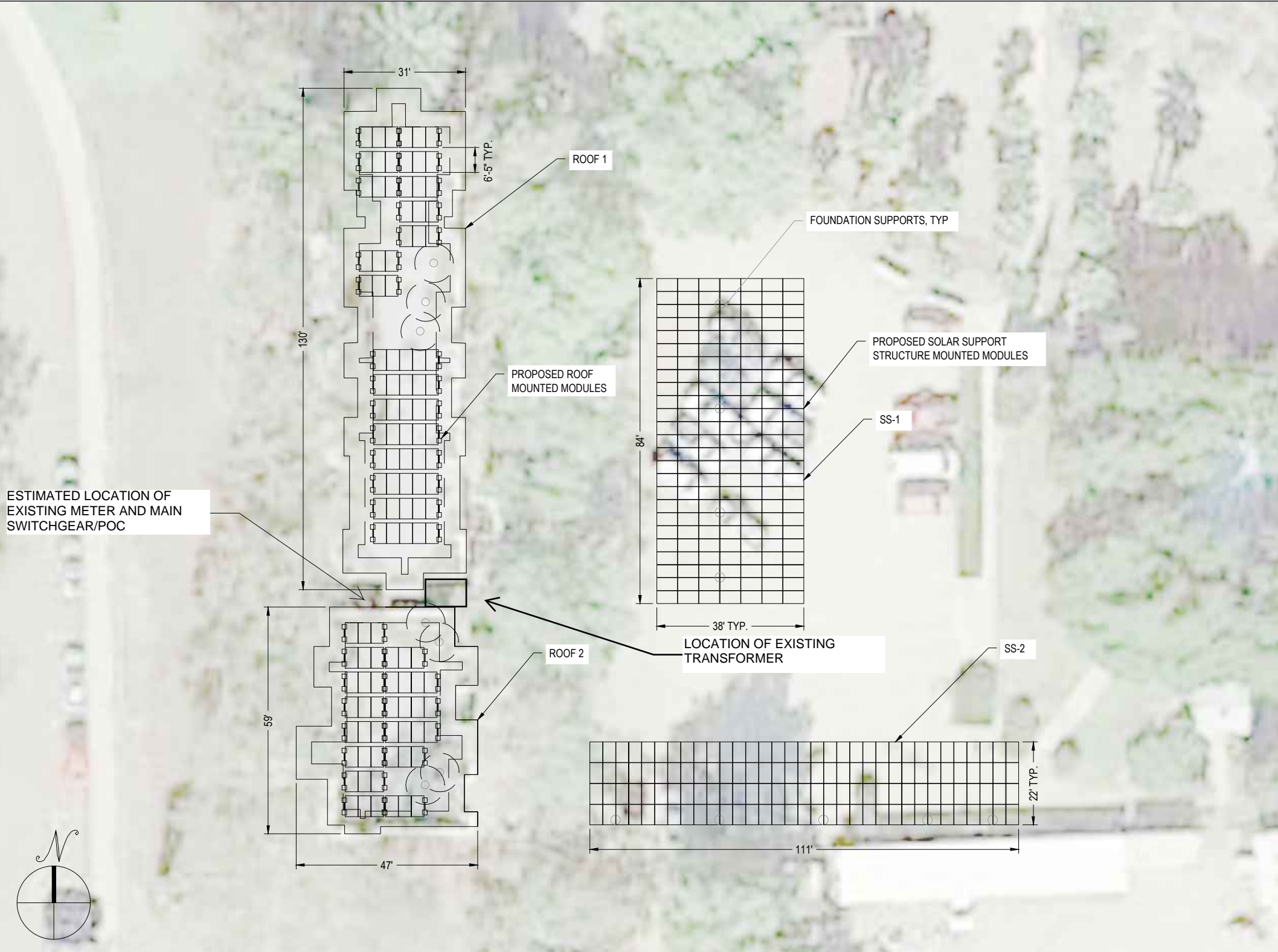


PROPOSAL SPECIFICATION

SYSTEM SIZE DC (KW)	111.720		
SYSTEM SIZE AC-CEC (KW)	91.77		
DC TO AC RATIO	1.22		
MODULE INFORMATION	(399) LG280		
STRING INFORMATION	(19) PARALLELED STRINGS OF (21)		
INVERTER INFORMATION	(1) SMA STP24TL-US & (2) SMA STP20TL-US & (2) SMA STP15TL-US		
TRANSFORMER INFORMATION	TBD		
INTERCONNECTION VOLTAGE	TBD		
RACKING DETAILS	ROOF MOUNTED SUNLINK CORE & SOLAR SUPPORT STRUCTURES		
ARRAY PITCH (METER)	1.96	SITE LATITUDE	32.72 N
ASCE7-05 WIND SPEED (MPH)	85	GROUND SNOW LOAD (PSF)	0

ARRAY INFORMATION

ARRAY NO.	AZIMUTH	TILT ANGLE	NO. OF MODULES	NO. OF STRINGS	KW DC	ARRAY SQ. FT	INV - # CONNECTED
ROOF-1	180°	5°	63	3	17.640	N/A	(1) 24TL
ROOF-1	180°	5°	42	2	11.760	N/A	
SS-1	270°	7.5°	168	8	47.040	3,062	(2) 20TL
SS-2	180°	7.5°	126	6	35.280	2,297	(2) 15TL
TOTAL	-	-	399	19	111.720	5,359	-



SUNLINK CORE ELEVATION-5 DEGREE

Attachment “D”

Feasibility Study, Building 8, 2009

[TO FOLLOW BEHIND THIS PAGE]

Feasibility Study
For the Renovation of
Building 8 – Balboa Park

City of San Diego Parks and Recreation Department



9 July 2009





Feasibility Study – City Parks and Recreation Department

Building 8 – Balboa Park, City of San Diego

9 July 2009

Summary

The City's Parks and Recreation Department asked TECTONICS to determine the cost for minimum renovations needed at Building 8 in Balboa Park so that the Department would be able to relocate staff to the building and maximize use of the existing space. TECTONICS performed a site survey, reviewed previous design drawings, prepared several preliminary schematic plans, conferred with consultant engineers and prepared a construction cost estimate with sufficient detail to establish accurate figures for budgeting the proposed project. A summary of the estimated costs established for the project is as follows:

Construction Cost	\$ 608,525 (\$115 / sf)
Soft Cost (design, mgmt, permits, contingencies)	<u>\$ 225,152</u>
Total	\$ 833,677

The above represents the anticipated cost to provide the necessary infrastructure and life-safety improvements to meet the building code, and to provide pleasant interior office and support spaces that meet minimal industry standards for administrative areas. Costs for furnishings and window treatments have not been included.

Background

Building 8 was originally constructed in 1951, with an addition at the south end constructed in 1970. Used as a library by the Navy for many years, it was acquired from the Navy by the City of San Diego as a part of the Navy Hospital Upgrade in the 1990's. In 2000, the building was to be converted into the American Indian Culture Center and Museum. However, in 2003, work on the conversion reached about 30% completion and was suddenly halted, apparently due to a lack of available funding to complete the project. The building has remained in a partially renovated condition for the last 5 years.

TECTONICS was asked by the City Parks and Recreation Department to determine the cost required to provide minimal improvements to the building so that Parks and Recreation would be able to relocate some staff offices into the facility and thereby consolidate operations closer to the Department's main offices located in the historic 3-story building across the parking lot from Building 8 on Inspiration Point Way.

Existing Conditions

The exterior of Building 8 is constructed of stucco-clad concrete masonry walls with aluminum storefront type entrances and windows. The roof consists of granule-faced built-up roofing over a plywood deck supported on wood joists and exposed glu-lam beams. The exterior stucco is badly stained and is in need of new paint. Much of the exterior face of the building is covered with ivy. The storefront windows and doors are deteriorated and fit poorly, contributing to drafts within the building and likely high energy bills. Plus, low-flying air traffic in the neighborhood is loud and the existing windows are not effective in isolating building inhabitants from the significant levels of

jet engine noise. Wood wainscot panels beneath some of the exterior windows are also deteriorating and warped. Most, if not all, of these panels should be replaced. The roof and associated flashing appear to be in fairly good condition, with another 5 to 8 years of useful life if some minimal repairs can be made.

From the survey of the building conducted by TECTONICS, it was determined that the building structure is in generally good condition and has the potential for refurbishment at a reasonable cost. The existing interior spaces are well-lit and nicely proportioned with exposed beams. The 5,300 sf interior space currently contains partially completed construction of interior gypsum board partitions and lay-in ceiling grids, toilet room plumbing, some mechanical ductwork and electrical distribution systems. However, aside from the plumbing work already installed at the toilet rooms, it was determined that there is little of the earlier construction project worth retaining.

Proposed Schemes

TECTONICS has prepared some schematic concept drawings to show how the Parks and Recreation Department could be accommodated at Building 8. Scheme A shows a layout using 8 x 8 workstations. Scheme B uses smaller workstations, 6 x 8, leaving more room to fit in the other spaces requested by the Department. Scheme B was therefore used as the basis of our estimate, with respect to interior improvements. Schemes C and D were additional schemes prepared by a local office furniture rep to explore other additional arrangements and have been included for reference. However, their modular furniture layouts do not completely accommodate the Department's program of 35 workstations and 14 private offices, plus additional support space.

Proposed Construction

Costs included in the estimate for upgrading the exterior of the building are minimal as cosmetic exterior improvements were considered to be a lower priority. Exterior doors and windows are in a deteriorated condition and would all be replaced with new aluminum units with dual-pane glazing, providing both energy efficiency and sound isolation. The deteriorated wood panels beneath windows would be replaced also but with stucco facing that matches the existing stucco in color and texture.

The interior space would be effectively gutted, except for the existing toilet rooms, which already have the plumbing roughed-in. New interior finishes would be attractive, durable and conforming to industry standards, but not "extravagant". Interior partitions would be constructed with gypsum board mounted on metal studs with acoustical insulation. New lay-in type suspended acoustic panel ceilings would be installed throughout, except at the toilet rooms which would have gypsum board ceilings. Floors throughout the office areas would have carpet tiles, with ceramic tile at the toilet rooms and vinyl tile at the break rooms. Break rooms would also have built-in casework. All new interior doors would be solid-core wood in hollow metal frames. The facility would be designed to fully accommodate the disabled, including new ADA parking spaces near the front door.

Proposed Mechanical Systems

The existing building has no current provision for heating and air-conditioning equipment. The building has a large vacant area beneath the main floor, which in the past has been used to accommodate mechanical equipment to serve the building and an under-floor air distribution system. It is proposed that this space again be used for that purpose. The new design includes approximately (30) cubicles and (10) private offices in this area. This layout could create

obstructions for the use of the under-floor system. This does not drastically impact the estimated budget and can be discussed further once the design commences.

The following recommendations for mechanical systems are based upon an initial cost approach and in consideration of the annual building energy consumption:

- Provide approximately (9) high-efficiency condensing units utilizing green refrigerant located on the lower level, outside, beneath the building.
- Provide approximately (5) vertical Dx fan coil units located on the lower level.
- Utilize the installed ducting and duct risers to the extent possible for the overhead air distribution in the south portion of the building.
- Provide approximately (4) horizontal, above ceiling fan coil units for the office area in the north portion of the building.
- Provide an air distribution system for the north office area.
- Utilize all roughed in plumbing to the extent possible and complete remaining water, waste & vent distribution.
- Provide all new plumbing fixtures including lavatories, toilets, urinals, and sinks.

Electrical Work

Proposed electrical construction includes provision of new 2 x 4 energy-efficient light fixtures at the interior spaces and minimal new lighting at the building exterior. The building's power system will be connected to the existing service available at the building and includes all new wall-mounted outlets and connection of HVAC. Stub-outs for data connections will also be provided. Costs for completing the fire alarm system have been included in the estimate.

Fire Sprinkler System

The previously aborted construction project included introduction of a new automatic fire-sprinkler system into the building. Construction of this system will be completed as part of the proposed project, including extension of a new fire line connection to the 10" diameter City water main in the existing parking lot east of Building 8. Connection of a new 4" sanitary sewer line to the City sewer main in the parking lot is also included.

Soft Costs

The estimate also includes costs to prepare the design and construction documents for the project, obtain building permits, manage the construction and cover contingencies during construction.

Potential for Expansion

Since Building 8 was constructed on a slope, there is limited available space for future expansion. However, there is another floor in Building 8 at a lower level, accessible by stairs from the main building lobby. These existing stairs leading to the lower level would be closed-in as a part of the proposed scheme, but with an access door. The lower level space is approximately 1,600 sf and has space for toilet rooms and storage rooms. The lower level also includes a 1,000 sf amphitheatre space which could be repaired or converted into usable office area. An existing vertical shaft connects the upper and lower levels at the west side of the building and is adequate in size to accommodate an elevator.

No work is proposed to be performed at the lower level as a part of this study. However, the space has the potential for use in the future.

City Parks and Rec Dept.
 Building 8 Renovation
 Balboa Park, San Diego, CA

09 Jul 2009

Description	Quantity	Unit	Unit Cost (USD)	Total (USD)	SUBTOTAL	Comments
-------------	----------	------	--------------------	-------------	----------	----------

ARCHITECTURAL

DEMOLITION

EXTERIOR

Roofing removal, cutout portions as needed

Roof Drain repair

Roof Gutters

Flashing removal - perimeter walls

Storefront entry system at main entries

Storefront entry system doors

Storefront window systems

Stairwell windows

Removal of windows and siding combo

Double Doors, lower level

Single Door, lower level

Trim tTrees

General disposal allowance

INTERIOR

Acoustic ceilings

Partition removal

Remove stud furring

28,290.00

400.00 sf 2.00 800.00

1.00 ls 125.00 125.00

60.00 lf 2.00 120.00

20.00 lf 4.00 80.00

3.00 ea 145.00 435.00

3.00 ea 50.00 150.00

11.00 ea 125.00 1,375.00

2.00 ea 140.00 280.00

11.00 ea 200.00 2,200.00

1.00 ea 130.00 130.00

1.00 ea 65.00 65.00

1.00 ls 800.00 800.00

1.00 ls 1,000.00 1,000.00

2,050.00 sf 0.30 615.00

2,100.00 sf 3.85 8,085.00

3,200.00 ea 2.65 8,480.00

City Parks and Rec Dept.
Building 8 Renovation
Balboa Park, San Diego, CA

09 Jul 2009

Description	Quantity	Unit	Unit Cost (USD)	Total (USD)	SUBTOTAL	Comments
Remove glass door at Breakroom	1.00	ea	50.00	50.00		
Slab refurbishing and prep	1.00	ls	1,500.00	1,500.00		
Miscellaneous demo and clean-up	1.00	ea	1,000.00	1,000.00		
General disposal allowance	1.00	ls	1,000.00	1,000.00		
NEW CONSTRUCTION WORK					205,773.00	
EXTERIOR						
Roof Gutters	220.00	lf	3.50	770.00		
Flashing replacement - perimeter walls	50.00	lf	10.00	500.00		
Strip-in new tapered insulation	400.00	sf	2.00	800.00		
Granule-faced asphalt sheet roofing	500.00	sf	3.50	1,750.00		
Flashing at perimeter walls	175.00	sf	7.25	1,268.75		
Sealant at perimeter walls	1.00	ls	725.00	725.00		
Aluminum-framed windows, above stucco	1,600.00	sf	20.00	32,000.00		
Stucco at exterior walls on 6" x 18 Ga metal studs, w/ 5/8" gypbd at interior side, 42" high	700.00	sf	22.00	15,400.00		
Storefront at entrances	200.00	sf	19.00	3,800.00		
Double doors at Main Entry	1.00	ea	5,000.00	5,000.00		
Single door at secondary entrance	1.00	ea	3,000.00	3,000.00		
INTERIOR						
Gyp-bd furring at ext. walls, o/resil. chnls, o/ 3 5/8" mtl studs, w/ R-13 batt insulation between studs	4,680.00	sf	4.85	22,698.00		

City Parks and Rec Dept.
Building 8 Renovation
Balboa Park, San Diego, CA

09 Jul 2009

Description	Quantity	Unit	Unit Cost (USD)	Total (USD)	SUBTOTAL	Comments
Partitions, 3 5/8" studs 16" o.c. w/ 5/8" gyp bd ea. side	2,800.00	sf	8.75	24,500.00		
Gyp-bd ceiling, o/ 6" metal c-joists, 16" o.c.	375.00	sf	11.00	4,125.00		
Misc. wall patching	1.00	ls	500.00	500.00		
Sealant at interior frames, etc.	1.00	ls	750.00	750.00		
Custom casework - Reception - Waiting	10.00	lf	250.00	2,500.00		
Custom casework - Break Rooms - 5 ft and 7 ft counters w/ upper wall cabts	12.00	lf	350.00	4,200.00		
Wood doors with HM frames	22.00	ea	1,100.00	24,200.00		
Suspended acoustical ceilings	5,300.00	sf	3.00	15,900.00		
Carpet, 32 oz, commercial	5,300.00	sf	3.75	19,875.00		
VCT at Break Rooms	200.00	sf	2.25	450.00		
Resilient Base	1,300.00	lf	2.75	3,575.00		
Ceramic floor tile	325.00	ea	12.00	3,900.00		
Ceramic wall tile	400.00	sf	9.00	3,600.00		
Paint interior partitions	12,400.00	sf	0.45	5,580.00		
Paint interior ceilings	325.00	ea	1.25	406.25		
Toilet Partitions by stall	4.00	ea	950.00	3,800.00		
Toilet and Bath Accessories	2.00	ea	100.00	200.00		
<u>MECHANICAL</u>						
DEMOLITION						
Miscellaneous mechanical demolition	1.00	ls	1,500.00	1,500.00		
					1,800.00	

City Parks and Rec Dept.
 Building 8 Renovation
 Balboa Park, San Diego, CA

09 Jul 2009

Description	Quantity	Unit	Unit Cost (USD)	Total (USD)	SUBTOTAL	Comments
Remove existing ductwork at ceilings	1.00	ls	300.00	300.00		
NEW CONSTRUCTION WORK					142,000.00	
HVAC Equipment	1.00	ls	50,000.00	50,000.00		
Ductwork	1.00	ls	25,000.00	25,000.00		
Air Distribution	1.00	ls	15,000.00	15,000.00		
DDC Controls	1.00	ls	20,000.00	20,000.00		
Test, Adjust and Balance	1.00	ls	5,000.00	5,000.00		
Commissioning	1.00	ls	5,000.00	5,000.00		
Plumbing	1.00	ls	12,000.00	12,000.00		
Plumbing Fixtures	1.00	ls	10,000.00	10,000.00		
<u>ELECTRICAL</u>						
DEMOLITION					5,620.00	
Lighting removal	1.00	ea	20.00	20.00		
Outlet removal	40.00	ea	15.00	600.00		
Miscellaneous circuit alterations	1.00	ls	2,000.00	2,000.00		
Miscellaneous (allowance)	1.00	ls	3,000.00	3,000.00		
NEW CONSTRUCTION WORK					48,440.00	
Lighting Panel	1.00	ea	10,000.00	10,000.00		
Light fixtures, 2x4, in lay-in ceilings	90.00	ea	135.00	12,150.00		

City Parks and Rec Dept.
Building 8 Renovation
Balboa Park, San Diego, CA

09 Jul 2009

Description	Quantity	Unit	Unit Cost (USD)	Total (USD)	SUBTOTAL	Comments
Light fixtures, 1x4, in gypboard ceilings	6.00	ea	125.00	750.00		
Exterior light fixtures	3.00	ea	200.00	600.00		
New undercabinet lights	2.00	ea	175.00	350.00		
Power panel	1.00	ea	10,000.00	10,000.00		
New power outlets, at partitions	88.00	ea	55.00	4,840.00		
New power outlets, at workstations	10.00	ea	75.00	750.00		
New data outlets, at partitions	30.00	ea	65.00	1,950.00		
New data outlets, at workstations	10.00	ea	85.00	850.00		
Equipment Connections, HVAC units	1.00	ls	6,200.00	6,200.00		
					24,675.00	
<u>FIRE PROTECTION</u>						
Install Fire Riser	1.00	ls	7,500.00	7,500.00		
Extend sprinkler heads	45.00	ea	75.00	3,375.00		
Fire Alarm System	1.00	LS	12,000.00	12,000.00		
Pull Stations	2.00	EA	300.00	600.00		
Fire Extinguishers	3.00	EA	400.00	1,200.00		
Phasing (none required)		allow				
Contractor's OH&P	23.00%	of	472,753.90	108,733.40		
Estimate Contingency	10.00%	of	431,923.00	43,192.30		
PRELIMINARY ESTIMATE SUB-TOTAL				608,523.70		

City Parks and Rec Dept.
Building 8 Renovation
Balboa Park, San Diego, CA

09 Jul 2009

Description	Quantity	Unit	Unit Cost (USD)	Total (USD)	SUBTOTAL	Comments
Design Team Fees	15.00%	of	608,523.70	91,278.55		
Support / Construction Management (assumed by City Forces)	12.00%	of	608,523.70	73,022.84		
Construction Contingency	10.00%	of	608,523.70	60,852.37		
Total Budget Estimate				833,677.46		

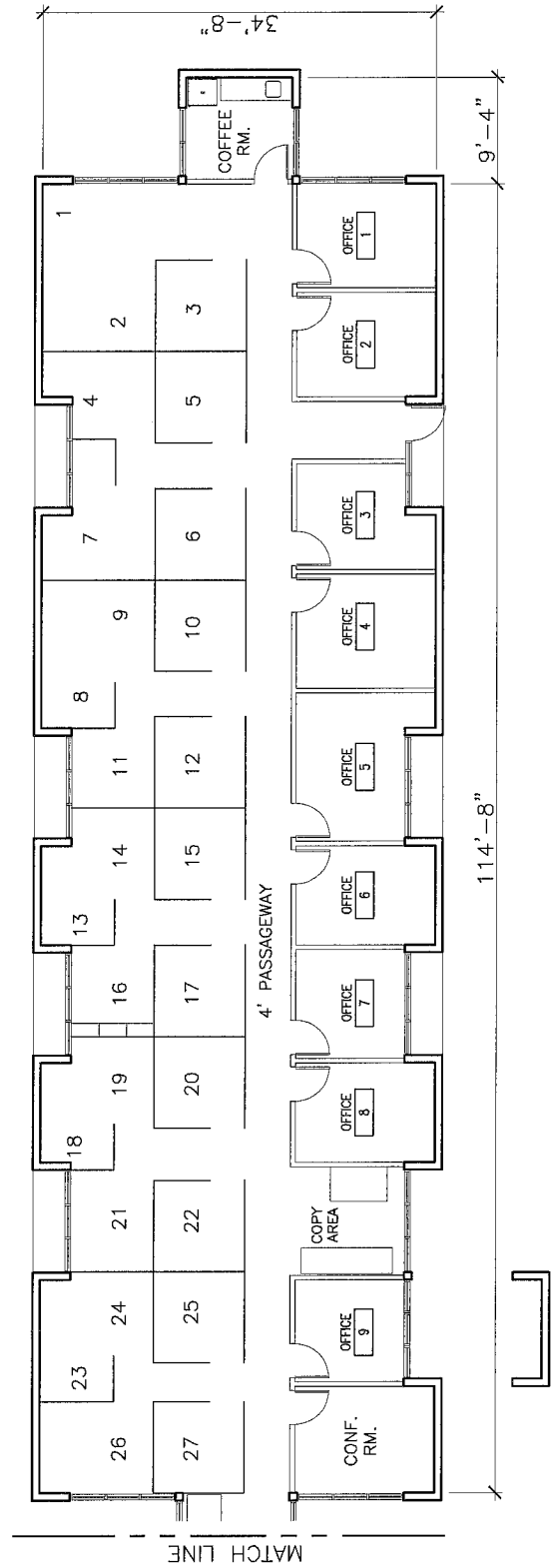
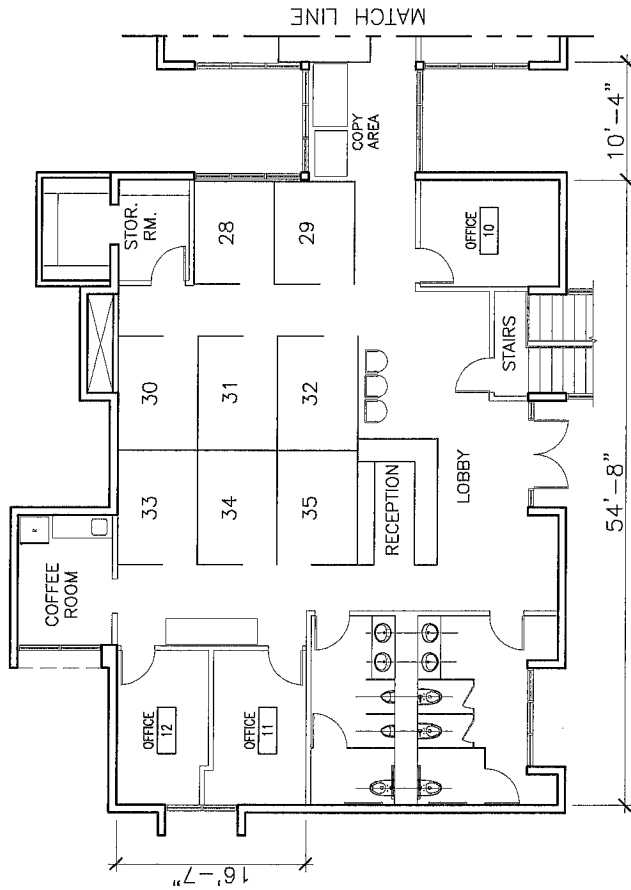
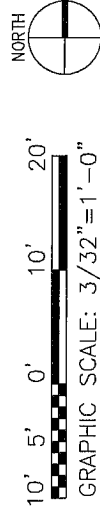
City of San Diego
Parks & Recreation
Proposed Renovation of Building 8, Balboa Park
June 17, 09

SCHEME A

AREA= 5,307.53 SF.

06-17-09

- 1 RECEPTION DESK
- 1 STORAGE ROOM
- 1 CONFERENCE ROOM
- 2 COPY AREAS
- 2 COFFEE ROOMS
- 35 CUBICLES (TYP. 8'X8')
- 12 PRIVATE OFFICE

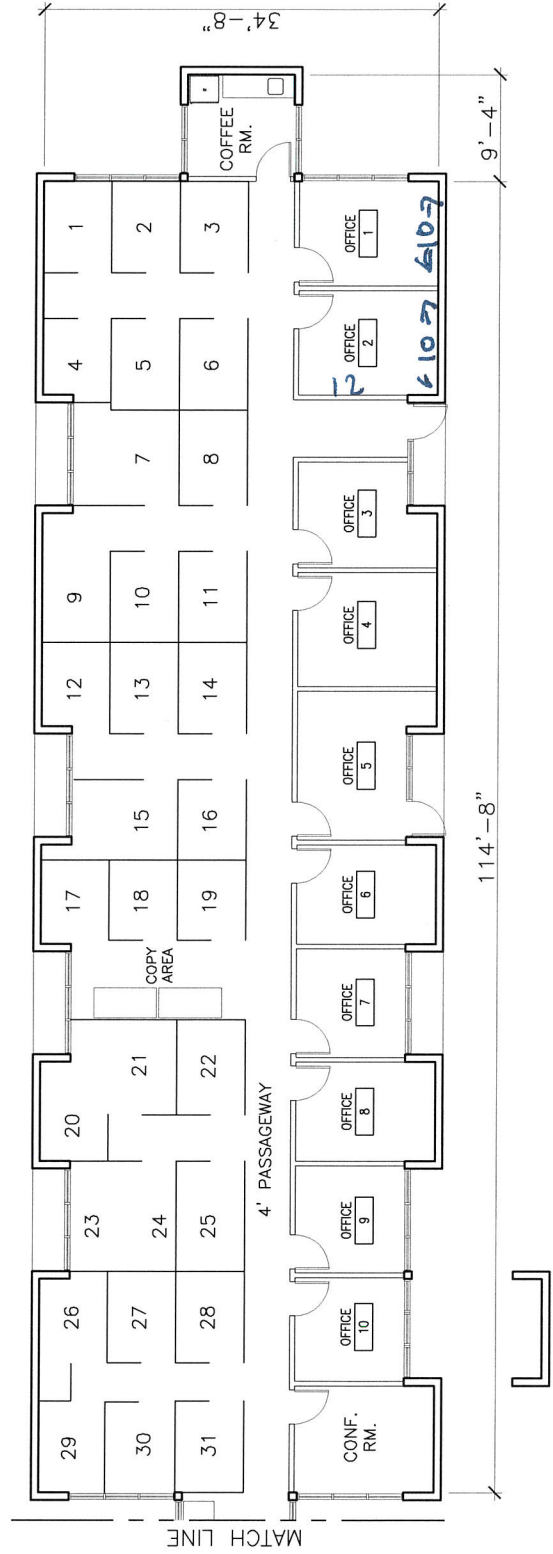
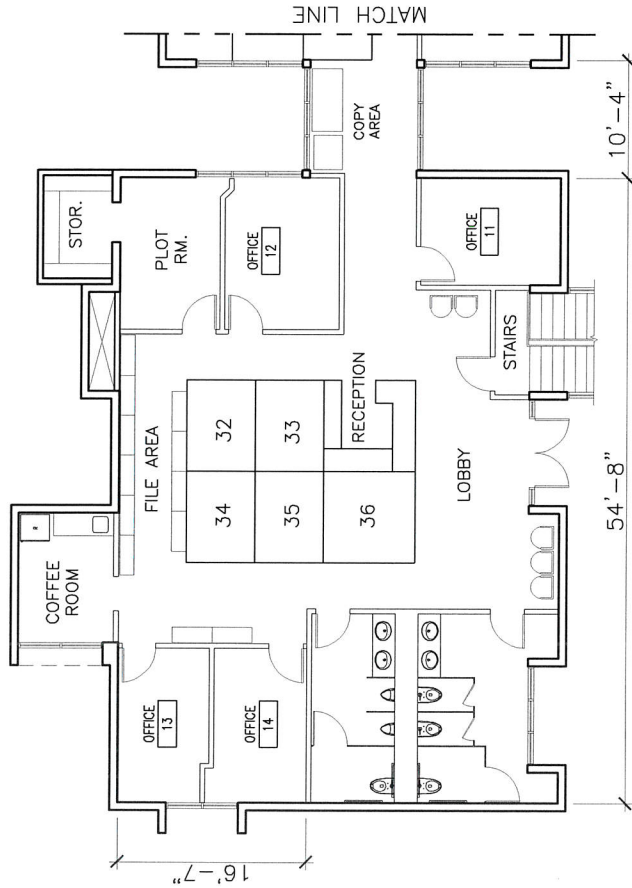


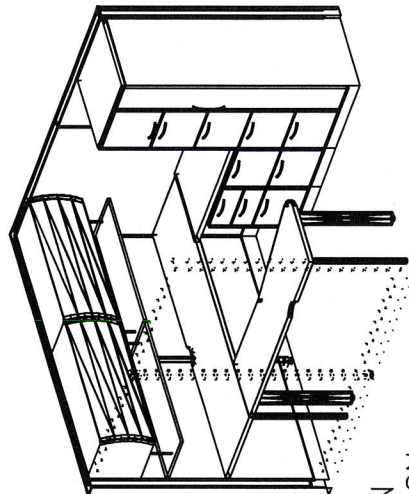
City of San Diego
Parks & Recreation
Proposed Renovation of Building 8, Balboa Park
June 17, 09

SCHEME B

AREA= 5,307.53 SF.

- 1 RECEPTION DESK
- 1 STORAGE ROOM
- 1 CONFERENCE ROOM
- 2 COPY AREAS
- 2 COFFEE ROOMS
- 36 CUBICLES (TYP. 6'X8')
- 14 PRIVATE OFFICE





The floor plan shows a rectangular room with a car labeled 'LEAP' parked in the center. To the right of the car is a desk with a computer monitor and keyboard. To the left of the car is a large open area. At the bottom of the room is a long counter or desk with two computer monitors and a keyboard. The room has a door at the top right and a window at the bottom right. Various equipment and furniture are labeled, including 'PS ST/45', 'FF', 'BBF', 'R4/36', 'PS', 'K', 'PL', '14', '24/84', 'OH/42', 'OH/43', '9M/42', '9M/43', '9M/44', '9M/45', '9M/46', '9M/47', '9M/48', '9M/49', '9M/50', '9M/51', '9M/52', '9M/53', '9M/54', '9M/55', '9M/56', '9M/57', '9M/58', '9M/59', '9M/60', '9M/61', '9M/62', '9M/63', '9M/64', '9M/65', '9M/66', '9M/67', '9M/68', '9M/69', '9M/70', '9M/71', '9M/72', '9M/73', '9M/74', '9M/75', '9M/76', '9M/77', '9M/78', '9M/79', '9M/80', '9M/81', '9M/82', '9M/83', '9M/84', '9M/85', '9M/86', '9M/87', '9M/88', '9M/89', '9M/90', '9M/91', '9M/92', '9M/93', '9M/94', '9M/95', '9M/96', '9M/97', '9M/98', '9M/99', '9M/100'. The room is divided into several sections by walls and doors. The top section contains the car and desk. The bottom section contains the counter and monitors. The middle section is a large open area. The right side of the room has a door and a window. The left side of the room has a wall with a door. The room is labeled with various codes and numbers, including 'LEAP', 'PS ST/45', 'FF', 'BBF', 'R4/36', 'PS', 'K', 'PL', '14', '24/84', 'OH/42', 'OH/43', '9M/42', '9M/43', '9M/44', '9M/45', '9M/46', '9M/47', '9M/48', '9M/49', '9M/50', '9M/51', '9M/52', '9M/53', '9M/54', '9M/55', '9M/56', '9M/57', '9M/58', '9M/59', '9M/60', '9M/61', '9M/62', '9M/63', '9M/64', '9M/65', '9M/66', '9M/67', '9M/68', '9M/69', '9M/70', '9M/71', '9M/72', '9M/73', '9M/74', '9M/75', '9M/76', '9M/77', '9M/78', '9M/79', '9M/80', '9M/81', '9M/82', '9M/83', '9M/84', '9M/85', '9M/86', '9M/87', '9M/88', '9M/89', '9M/90', '9M/91', '9M/92', '9M/93', '9M/94', '9M/95', '9M/96', '9M/97', '9M/98', '9M/99', '9M/100'.

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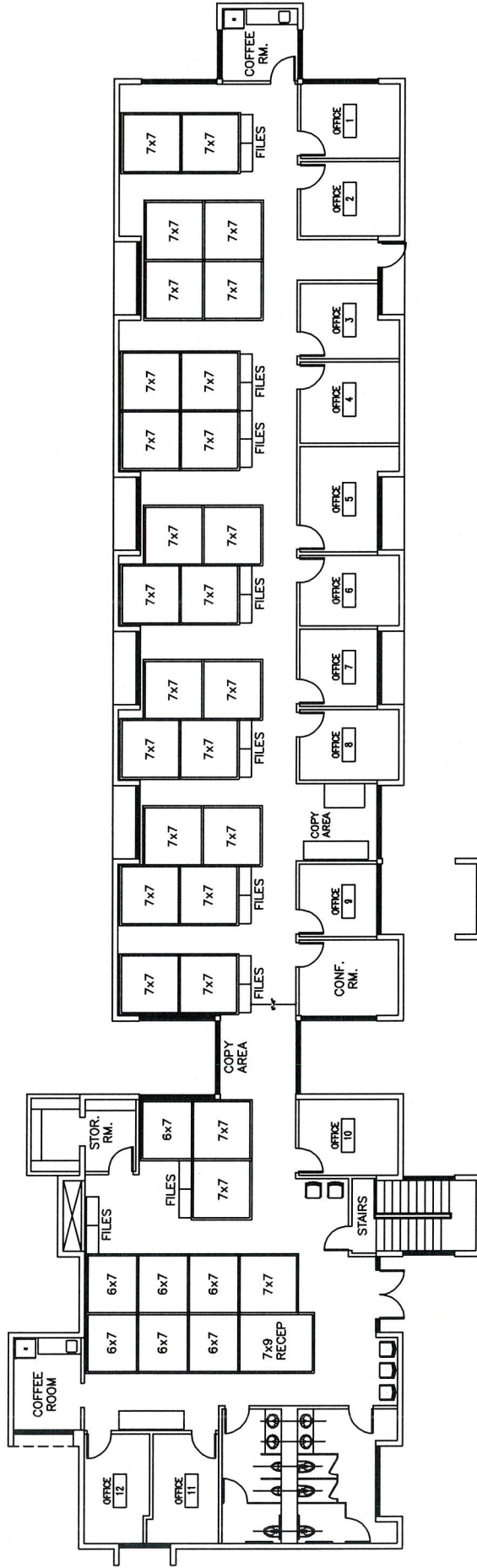
ALL DRAWN AND WRITTEN INFORMATION APPEARING HEREIN SHALL NOT BE DUPLICATED, DISCLOSED, OR OTHERWISE USED WITHOUT WRITTEN CONSENT OF BKM OFFICE WORKS

DATE ISSUED: 6/29/09	DRAWN BY: JH	SALES PERSON: MZ	DATE REVISED: DATE_REVISD	SCALE: NOT TO SCALE
-------------------------	-----------------	---------------------	------------------------------	------------------------

SCHEME C
(ALL 7X7s)



BKM OFFICEWORKS
9201 SPECTRUM CENTER BLVD.
SUITE 100
SAN DIEGO, CA 92123
858-569-4700




APPROVAL: _____

DATE: _____

ALL DRAWN AND WRITTEN INFORMATION APPEARING HEREIN SHALL NOT BE DUPLICATED, DISCLOSED, OR OTHERWISE USED WITHOUT WRITTEN CONSENT OF BKM OFFICE WORKS

PROJECT:
CITY OF SD
PARKS & RECREATION BUILDING
PROPOSED RENOVATION—BLDG 8

SCHEME D
(COMBO 6X7s & 7X7s)

DATE ISSUED: 6/29/09	DRAWN BY: JH	SALES PERSON: MZ	DATE REVISED: DATE_	SCALE: NOT TO SCALE
				
BKM OFFICEWORKS 9201 SPECTRUM CENTER BLVD. SUITE 100 SAN DIEGO, CA 92123 858-569-4700				

Attachment “E”

Form of Agreement

[TO FOLLOW BEHIND THIS PAGE]

Attachment “E”
Form of Agreement
CITY OF SAN DIEGO

LICENSE AND LEASE AGREEMENT

THIS LICENSE AND LEASE AGREEMENT (“**Agreement**”) is hereby made and executed between THE CITY OF SAN DIEGO, a California municipal corporation, hereinafter called “**City**,” and _____ hereinafter called “**Lessee**”, to be effective ____ day of _____, _____ (“**Effective Date**”) when signed by the parties and approved by the San Diego City Attorney. City and Lessee being herein sometimes referred to as a “**Party**” or “**Parties**.”

RECITALS

A. City owns that certain real property, as defined in ARTICLE I, SECTION 1, Subsection 1.1, below.

B. City desires to issue Lessee a license for the Property for the construction and rehabilitation of the Property pursuant to the terms and conditions set forth in this Agreement.

C. City desires to lease to Lessee and Lessee desires to lease from City the Premises pursuant to the terms and conditions set forth in this Agreement.

D. On _____, 201_, the City Council of City approved the award of this Agreement to Lessee pursuant to Lessee’s response to the Request for Proposals, issued _____, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, and for valuable consideration, the receipt and sufficiency of which is acknowledged, City and Lessee agree as follows:

ARTICLE I: LICENSE TO USE (“License”)

SECTION 1. PROPERTY AND USES

1.1 Property. Subject to the terms and conditions of all permits and approvals issued by the Development Services Department of City and this License portion of the Agreement, City hereby grants permission to Lessee, its employees, agents, contractors, and invitees to enter upon all of that certain City-owned real property comprised of approximately 25.5 acres located at Inspiration Point, 2125 Park Boulevard, San Diego, California, 92101 in Balboa Park (“**Park**”), which includes the 28,000 square-foot Developed Regional Parks Administration Building (“**DRPA**”), the 8,200 square-foot Thompson Medical Library building, the water fountain (commonly known as “South Court”), landscaping, parking and currently undeveloped vacant land, more particularly depicted on **Exhibit “A”** as “Property” and more particularly described in **Exhibit “A-1”** Legal Description (the “**Property**”), solely for the purposes of performing construction and rehabilitation on the Property (“**License Use**”) as further set forth in this Agreement.

1.2 Uses. Lessee may use the Property on an exclusive basis solely for the authorized License Use. Lessee shall obtain all required and related permits, approvals, consents, authorizations, licenses, and the like, at Lessee's sole expense and Lessee shall comply with all applicable laws including, but not limited to, environmental laws, and rules and regulations related to the License Use.

SECTION 2. LICENSE TERM

2.1 License Term. The term of this License ("**License Term**") shall be from the date City vacates DRPA, as determined by the City in its sole discretion, as memorialized by City pursuant to the "Notice of License Commencement Date," attached hereto as **Exhibit "B"**, until commencement of the Term of the Lease portion of this Agreement (as more specifically defined and set forth below in ARTICLE II).

SECTION 3. LICENSE RENT

3.1 License Rent. Lessee shall pay _____ (\$_____) as monthly license rent for the License Term and in accordance with ARTICLE II, SECTION 3, Subsections 3.1, 3.8 and 3.9.

SECTION 4. CONSTRUCTION REQUIREMENTS

4.1 Development of Property. Notwithstanding anything to the contrary contained herein, Lessee shall perform the License Use by making certain improvements to the Property as set forth in the General Development Plan, described in **Exhibit "C"** General Development Plan and depicted on **Exhibit "C-1"** Master Leasehold Map, attached hereto and made a part hereof. City and Lessee understand, acknowledge and agree that reasonable modifications of the General Development Plan may be necessary in connection with the processing of building permits and other approvals from the City of San Diego acting in its regulatory capacity. Lessee shall at all times conduct its construction operations so that such operations do not interfere with the normal operation and use of the Park. Lessee shall secure City's prior written approval to commence work on the improvements set forth in **Exhibit "C"** General Development Plan and depicted on **Exhibit "C-1"** Master Leasehold Map.

4.2 Permits and Approvals. Lessee shall, at its sole cost and expense, seek and obtain all necessary development permits and approvals, including environmental clearance for the General Development Plan, required for developing the Property pursuant to the General Development Plan. Prior to commencing any work on the Property in accordance with the General Development Plan, Lessee shall (1) submit detailed construction plans and specifications to the applicable City departments (e.g., Development Services Department); and (2) secure all required permits and approvals from all competent governmental authorities for all work set forth in the General Development Plan, including final review pursuant to the California Environmental Quality Act ("**CEQA**"). For the avoidance of doubt, approval of this Agreement does not foreclose all options, alternatives or mitigation measures for purposes of CEQA. If Lessee fails to secure all required permits and approvals from all competent governmental authorities to commence work on the Property in accordance with the General Development Plan within _____ (__) months from the Effective Date [WITHIN TWENTY FOUR (24) TO SIXTY (60) MONTHS, TO

BE DETERMINED BY THE LEVEL OF WORK PROPOSED IN THE GENERAL DEVELOPMENT PLAN], the Parties shall terminate this Agreement pursuant to a termination agreement in a form approved by the San Diego City Attorney, without the need for further City Council resolution.

4.3 Liquidated Damages. The Parties agree that the damages to City resulting from Lessee's failure to complete the improvements identified in the General Development Plan by the scheduled completion dates would be extremely difficult to determine. Therefore, the Parties agree that if Lessee fails to complete the General Development Plan as required by this License by the scheduled completion dates, Lessee shall pay to City the amount of _____ Dollars (\$_____) as liquidated damages, and not as a penalty, for each day after the applicable scheduled completion date until completion of the improvement. Such liquidated damages shall be deemed Additional Rent (as defined in ARTICLE II of this Agreement) due and payable upon City's demand therefor.

4.4 Minimum Improvement Costs. Lessee agrees to spend a minimum of _____ Dollars (\$_____) on all the improvements described in the General Development Plan.

4.5 City's Costs; Indemnity. In addition to all fees, costs, etc., required to be paid by Lessee for the processing of its construction plans through City's Development Services Department, or any other regulatory agency, Lessee shall reimburse City for all reasonable out-of-pocket costs and expenses (including, without limitation, any architect and/or engineer fees) incurred by City in approving or disapproving Lessee's plans for any improvements. Lessee shall be liable for and shall indemnify and defend City from any claim, demand, lien, loss, damage or expense, including reasonable attorneys' fees and costs, arising from Lessee's construction or installation of any improvements permitted under this Agreement.

4.6 Onsite and Offsite Utilities. City shall assist in determining location of existing utilities by providing Lessee with any surveys on file with the City. Nothing set forth in this Section 4 shall affect the provisions of ARTICLE II, SECTION 10, Subsection 10.32, below, with regards to the entirety of the Property. All utilities will be installed underground, at Lessee's sole cost and expense, upon prior written approval by City of the utility installation and location thereof.

4.7 Prevailing Wages. Lessee shall comply with all prevailing wage requirements, as set forth below in ARTICLE II, SECTION 10, Subsection 10.10.

4.8 Payment and Performance Bond. Prior to the commencement of any work on the License Use, Lessee shall deliver to City a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract for construction of the License Use to satisfy claims of material suppliers and of mechanics and laborers employed on the License Use. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, that is authorized by the State of California Department of Insurance to transact surety insurance in the State. Lessee shall maintain the bond in full force and effect for all improvements for the License Use until the Commencement Date for the Lease portion of this Agreement (defined in ARTICLE II of this Agreement) and until all

claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, Lessee shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from City.

Prior to the commencement of the License Use, Lessee shall provide City with a faithful performance bond in the amount of one hundred percent (100%) of the estimated cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to City. The bond shall insure that the work commenced by Lessee will be completed in accordance with the plans approved by City or, at the option of City that the uncompleted work will be removed and the Premises restored to a condition satisfactory to City. The bond or cash shall be held in trust by City for the purpose specified above, or at City's option may be placed in an escrow approved by City. Upon the completion of construction and final approval is given by a "Notice of Completion and Acceptance," or similar, City shall release the bond.

SECTION 5. GENERAL PROVISIONS

5.1 City's Consent/Discretion. For administrative purposes, any activity covered by this License which requires the permission or consent of the City shall be referred to the Director of the City of San Diego's Parks and Recreation Department ("**Director**") for handling by the appropriate parties, unless a specific party is already designated (e.g., the Deputy Director).

5.2 Governmental Approvals. By granting this License, neither City nor City's City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Property or Lessee's use of the Property under this License. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental agency approvals which may be required for Lessee's use of the Property.

5.3 Superior Interests. This License is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights of way pertaining to the Property, whether or not of record. Lessee shall obtain all licenses, permits, approvals, authorizations, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Property, relative to any such superior interest.

Additionally, Lessee shall not use the Property in any manner which, in the reasonable opinion of the City, creates a nuisance, disturbs the quiet enjoyment of the persons in the surrounding area, or interrupts or disturbs any other lessee, licensee, or permittee of/on the Park.

5.4 Industry Standards. Lessee shall adhere to industry standards, and the requirements of all applicable regulatory agencies, for all of the License Use.

Lessee shall remove all trash and debris generated by Lessee from the Property and the Park at the end of each workday and upon completion of the License Use on the Property.

5.5 Hazardous Substances. Lessee shall comply with all hazardous substances requirements as to the entirety of the Property, as set forth in the below ARTICLE II, SECTION 10, Subsection 10.33.

5.6 Noninterference. Lessee shall not interfere with City's use, operations, events, and activities on the Park or in any way interfere with, or impede, Park operations, activities or events. As set forth above, Lessee shall notify the Director, in writing, of all proposed dates and times that Lessee desires to conduct the License Use on the Property. The Director, at his or her reasonable discretion, shall notify Lessee whether those proposed dates and/or times are acceptable. Lessee shall only utilize the Property on those dates and times that are acceptable to the Director and shall cease all activities that cause an interference with Park activities, prior to/by the date and time demanded by the Director. Lessee shall also use such routes and follow such procedures on the Park as directed by the Director which shall result in the least damage and inconvenience to City, Park operations, and other users of the Park. Lessee agrees that it shall be responsible for, and shall indemnify, defend, and hold City harmless from all losses, damages, costs, and expenses claimed by third parties and/or suffered by City should Lessee fail to adhere to the requirements of this Subsection 5.6.

5.7 Property Damage. Lessee shall pay for all damage to Park property, City's personal property on the Park, and personal property of third parties on the Park, resulting from Lessee's activities related to/under this License. Lessee shall promptly repair and/or restore to its original condition, or reimburse City for any expenses City may incur in repairing, all damages to any such property.

5.8 Signs. No signs may be displayed on the Property during the License Term without the Director's prior written consent.

5.9 Maintenance of the Property. Lessee shall maintain the Property, at Lessee's sole cost and expense and to the Director's reasonable satisfaction, in a decent, safe, healthy and sanitary condition, during all time periods that Lessee has control over the Property.

5.10 Inspection. City may, at any and all times, enter and inspect the Property.

5.11 Indemnification. Lessee shall protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Lessee's officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this License or Lessee's occupancy, use, development, maintenance, or restoration of the Property, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that Lessee's duty to indemnify and hold harmless shall not include any established liability arising from the active negligence, sole negligence or willful misconduct of City, its elected officials, officers, representatives, agents and employees. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue any or all of the indemnified parties for liabilities arising out of any activity within or upon or relating to the Property and this License. This indemnity obligation shall include, without limitation, claims for bodily injury, property damage, natural resource damages, emergency response costs, removal costs, clean-up costs, remediation costs, penalties, and/or fines which arise out of or are in any manner directly or indirectly connected to this License and/or the acts or omissions of any third party or the Lessee in connection with the exercise of the rights granted under this License, and all expenses of

investigating, prosecuting or defending against same, including any appeals. Lessee shall promptly provide the City with written notice of any event or circumstance, such as damages or losses related to the License Use, which Lessee reasonably believes may be covered by the defense and indemnification provisions of this License. City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Lessee shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

5.12 Taxes. Lessee, alone, shall pay any and all taxes, charges, fines, penalties, use fees, and all other charges levied by any governmental agency against Lessee or against any of City's property as a result of Lessee's activities under this License.

5.13 Encumbrances. Lessee shall keep the Park and the Property free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with Lessee's activities under this License. Lessee shall protect, defend, indemnify, and hold City, its elected officials, officers, employees, agents, and representatives harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, damage, cost, loss or expense, including without limitation all attorneys' fees and costs, relating to or charged against City, the Park, or the Property, including without limitation for Lessee's failure or the failure of any contractor or subcontractor hired by Lessee to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

5.14 Lessee's Risk. All risks in connection with Lessee's activities under this License, License Use, and any damages to the improvements on the Park and the Property shall be borne in full by Lessee. Unless stated otherwise herein, upon thirty (30) calendar days written notice, Lessee shall at its sole expense, repair any damage which occurs as a result of Lessee's activities and the License Use.

5.15 Insurance Requirements. Lessee shall comply with all insurance requirements set forth in **Exhibit D**, attached hereto. Said insurance requirements are subject to amendment by City in its reasonable discretion.

5.16 Compliance with Law. Lessee shall, at its sole cost and expense, comply with all laws and the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Property, the Park, and Lessee's activities under this License.

5.17 No Discrimination. Lessee shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, or physical disability in Lessee's use of the Property, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

5.18 Waiver. City's failure to insist upon the strict performance of any of Lessee's obligations under this License, in one or more instance, shall not be construed as a waiver of any

such obligation, and the same shall remain in full force and effect. City's failure to discover a breach of any obligation of this License or to take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but City may at any and all times require the cure of any such breach.

5.19 Survival. All obligations under the License portion of this Agreement shall terminate upon the termination of the License Term, with the exception of any obligations which may have accrued and remain from the terms and conditions stated herein.

5.20 Entire License. This License portion of this Agreement contains the entire agreement between the parties relating to the License rights granted hereby and the obligations assumed herein related to this License. No modification of this License shall be valid unless in writing and duly signed by the party to be charged.

5.21 Notices. Any notice, request, payment, demand, or other communication required or permitted to be given under this License shall be in writing and deemed received upon personal service, delivery by a reputable overnight courier service with receipt signature required, or delivery by United States mail, return receipt requested, postage prepaid, and addressed to the parties, or any such notice, request, payment, demand or other communication required or permitted may be given electronically via written email communication. Electronic notification is considered received upon electronic delivery and reply confirming receipt thereof from the receiving party, as follows:

City:

THE CITY OF SAN DIEGO

Parks and Recreation Department

Attention: Director

, (MS)

San Diego, California 92101

Lessee:

ARTICLE II: LEASE ("Lease")

SECTION 1. PREMISES AND USES

1.1 Premises. Effective as of the Commencement Date (as defined in ARTICLE II, SECTION 2, Subsection 2.1, below), City hereby leases to Lessee and Lessee hereby leases from City all of that certain real property comprised of the Property with the exclusion of DRPA, which is approximately .85 acres, which is located in the City of San Diego, County of San Diego, State of California, and more particularly depicted on **Exhibit “A”** as “Premises” and more particularly described in **Exhibit “A-1”** Legal Description (the “**Premises**”), and by this reference made part of this Lease. Lessee accepts all “approximations” set forth in this Lease as being accurate and agrees not to use any future recalculations (however determined) of the Premises to attempt to adjust or otherwise affect the rents or other obligations contained in this Lease.

1.2 Uses. It is expressly agreed that the Premises are leased to Lessee solely and exclusively for the following allowed uses (“**Allowed Uses**”):

_____; and such other incidental uses as may be first approved in writing by the City.

Any use of the Premises other than as permitted pursuant to this Subsection 1.2 shall constitute a default, and if such default is not cured by Lessee pursuant to ARTICLE II, SECTION 5, Subsection 5.1, below, of this Lease portion of this Agreement, this Lease shall be subject to termination at the sole option of the City.

Lessee covenants and agrees to use the Premises continuously throughout the Term (as defined in ARTICLE II, SECTION 2, Subsection 2.1, below) as permitted pursuant to this Subsection 1.2.

1.3 Duties and Prohibited Conduct. The Allowed Uses shall serve and be offered to the general public. Lessee shall operate and manage the Premises and Allowed Uses in a competent and efficient manner, in City’s sole discretion. For the purposes of this Subsection 1.3, “competent and efficient manner” shall mean demonstrated ability in the management and operation of _____ [FOR EXAMPLE: A MIXED USE THAT COULD INCLUDE THE DEVELOPMENT OF A VARIETY OF CULTURAL, RECREATIONAL, AND PERFORMING ARTS PURPOSES SUCH AS ACTIVITY CENTERS, MUSEUMS, CENTER FOR PERFORMING ARTS, RESTAURANT SPACE, HOTEL ACCOMODATIONS, SHOPS AND OTHER ANCILLARY USES AIMED AT ACTIVATING THE PARK AND SURROUNDING AREA BOTH DURING THE DAY AND NIGHT] and such other Allowed Uses conducted on the Premises from time to time during the Term (as defined in ARTICLE II, SECTION 2, Subsection 2.1, below), consistent with industry standards and best management practices. Where Lessee is reasonably in doubt as to the propriety of any particular use, Lessee may request the written determination from the City that such use is or is not permitted, and Lessee will not be in breach or default under this Lease if Lessee abides by such determination. Notwithstanding the foregoing, however, Lessee shall not use nor permit the use of the Premises for any use which Lessee does not have confirmation that said use is an Allowed Use; or to use the Premises, even for an Allowed Use, if that use will create waste or a nuisance. Lessee shall not use, or permit any person or persons to use, the Premises for the sale or display of any goods or services which, in the sole discretion of City, are inconsistent with the Allowed Uses of the Premises pursuant to this Lease. Lessee shall keep the Premises, and every part thereof, in a decent, safe and sanitary

condition, free from any objectionable noises or odors, except as may be typically present for the Allowed Uses specified above, and shall comply with all local, State and Federal laws and regulations in all respects. Lessee shall deposit all trash and rubbish of Lessee and Lessee's employees, agents, sublessors, permittees, contractors and invitees ("**Lessee's Parties**"), only within receptacles provided by Lessee and located in the areas designated by City.

1.4 Compliance with Laws. Lessee, at Lessee's sole cost and expense, shall procure, maintain and hold available for City's inspection any governmental license or permit required for the proper and lawful conduct of Lessee's business. Lessee shall not use the Premises for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations and requirements of the State of California, the County of San Diego, of City, or of other lawful authorities. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements regulating the use of the Premises in effect during the Term (as defined in ARTICLE II, SECTION 2, Subsection 2.1, below). The final judgment of any court of competent jurisdiction, or the admission of Lessee or of any of Lessee's parties in any action or proceeding against them or any of them, whether or not the City is a party to such action or proceeding, that Lessee, or any of such Lessee's parties, has violated any such ordinance, law, statute, regulation, covenant, restriction or requirement pertaining to the use of the Premises, shall be conclusive as to that fact as between City and Lessee for purposes of this Lease portion of this Agreement.

Lessee's duty to comply with applicable laws and regulations shall include compliance with any and all zoning and land use regulations applicable to the Premises and Lessee's intended use thereof ("**Land Use Regulations**"). City's execution of this Agreement shall in no way be deemed to constitute a determination by City that Lessee's intended use of the Premises complies with applicable Land Use Regulations, nor shall it imply any such conclusion by City, even if City is the agency which enacts or implements the Land Use Regulations applicable to the Premises.

1.5 Related Council Actions. The City's grant and execution of this Agreement shall not be deemed to obligate either City or the City Council to authorize, agree with, or undertake any other governmental agency, board, or commission's discretionary action with regard to development and operation of the Premises. The term "**discretionary action**" includes but is not limited to re-zonings, variances, environmental clearances or any other governmental agency approvals which may be required for the development and operation of the Premises. Lessee shall be solely responsible for processing all land use, development, and construction approvals required for the use, occupancy and development pursuant to the General Development Plan, set forth in ARTICLE I, SECTION 4.1, above, of the Property. This Lease shall not be interpreted by any decision-maker on any City-issued permit or approval to override or dictate the outcome of any findings required for any permit or development approval.

1.6 Quiet Possession. By paying the Rent, as defined in ARTICLE II, SECTION 3, below, and performing the covenants and agreements herein, Lessee shall at all times during the Term (as defined in ARTICLE II, SECTION 2, Subsection 2.1, below) peaceably and quietly have, hold, and enjoy the Premises. If for any reason during the Term (as defined in ARTICLE II, SECTION 2, Subsection 2.1, below) Lessee is permanently or temporarily dispossessed through action or claim of a title superior to City's, this Lease shall not be voidable, nor shall City be liable

to Lessee for any loss or damage resulting therefrom, but City shall grant in writing a proportionate reduction of the Rent otherwise payable for the period or periods during which Lessee is prevented from enjoying quiet and peaceable possession of all or a portion of the Premises.

1.7 Easements and Reservations. City hereby reserves all right, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Premises, together with the right to store and recapture water from the soils beneath the surface of the Premises.

City reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Premises for such utilities, thoroughfares, or access as it deems advisable for the public good. Provided however, no right reserved by City in this Subsection 1.7 shall be so exercised by City as to unreasonably interfere with the use of any or all of the Premises by Lessee. City agrees that should the exercise of any of the rights reserved by City in this Subsection 1.7 unreasonably interfere with the use of any or all of the Premises by Lessee, the Rent, as defined in ARTICLE II, SECTION 3, below, shall be reduced as follows; for every full day of such unreasonable interference, City shall credit Lessee one (1) day of Rent in proportion to the area affected. For purposes of this Subsection 1.7, **“unreasonably interfere with the use of any or all of Premises”** shall mean Lessee is completely prevented from conducting the Allowed Uses on the affected area.

City has the right to enter the Premises for the purpose of making repairs to, or developing, municipal resources and services.

Any injury that may result from the percolation, storage and/or recapture of water from the soil beneath the surface of the Premises shall not be considered unreasonable interference, provided, however, that the City will reimburse Lessee for physical damages or operational damages, if any, to the improvements located on the Premises resulting from City exercising the rights reserved in this Subsection 1.7 provided Lessee took all reasonable measures to protect against such physical damages and operational damages. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage or operational damage as determined by City. City will pay the costs for maintenance and repair of all City installations made pursuant to these reserved rights.

1.8 Operation of Facilities. A regular schedule of days and hours of operation shall be established by Lessee to best serve the public, as may be amended from time to time.

1.9 Rates and Charges. All charges for merchandise and services or facilities on the Premises shall be comparable to amounts charged by other vendors for similar services in San Diego County; provided, however, Lessee shall not be required to sell merchandise or provide services and facilities at a loss.

1.10 Political Activities. The Premises shall be used exclusively for the Allowed Uses. The Premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan; provided, however, that Lessee shall not be precluded from providing a forum for open public debate by candidates such as occurs at a “candidate forum” and similar events.

1.11 Parking. Lessee shall provide automobile parking for its employees, customers and sublessees within the Premises. Lessee shall not knowingly allow said parking outside of the Premises without the prior written approval of City.

1.12 No Warranty. City does not warrant that the Premises are suitable for the purposes for which they are leased as stated herein.

SECTION 2. TERM OF LEASE

2.1 Term. The term of the Lease portion of this Agreement shall be _____ (____) years (“**Term**”) and shall commence on the first date of occupancy by Lessee of the Premises, as determined by the City in its sole discretion (“**Commencement Date**”), as memorialized by City pursuant to the “Notice of Lease Commencement Date,” attached hereto as **Exhibit “E”**. The Term, if not otherwise hereafter extended, amended, or earlier terminated, shall expire on _____. “**Lease Year**” as used in this Lease shall mean the twelve (12) month period commencing on the first day of the calendar month following the Commencement Date and each succeeding 12-month period thereafter during the Term.

2.2 Holdover. Any holding over by Lessee after expiration of the Term shall not be considered a renewal or extension of this Lease. The occupancy of the Premises after the expiration of the Term constitutes a month-to-month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, City shall have the right to bring the Rent (as defined in ARTICLE II, SECTION 3, below) to the then market value and to terminate the holdover tenancy at will.

2.3 Quitclaim and Surrender of Lessee’s Interest. On execution of this Agreement, Lessee shall deliver to City a quitclaim deed in recordable form quitclaiming all its rights in and to the Premises. City may record such deed only on the expiration of the Term or termination of this Lease. In the event that City requires any subsequent quitclaim deed, Lessee or its successor in interest shall deliver the same within five (5) business days after receipt of written demand therefor.

At the expiration of the Term, Lessee shall surrender the Premises to City free and clear of all liens and encumbrances. In the event of termination of this Lease by City prior to the expiration of the Term, any liens and encumbrances then existing against the Premises must be approved in writing by the City in order to be allowed to remain against the Premises. If such liens and encumbrances are not approved to remain against the Premises, Lessee shall be solely responsible for ensuring that all such liens and encumbrances are removed from the Premises within a reasonable time period not to exceed six (6) months. Upon either the expiration of the Term or termination of this Lease, Lessee shall surrender the Premises in good order, in a safe, healthy, and sanitary condition and state of repair, ordinary wear and tear excepted.

SECTION 3. RENT

3.1 Time and Place of Payments. Rent is due monthly in advance on or before the first day of each calendar month. All payments shall be made payable to “City Treasurer” and mailed to:

City of San Diego
P.O. Box 129030
San Diego, California 92112-9030

or hand-delivered to:

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

City may change the place of payment at any time upon thirty (30) days written notice to Lessee. Mailed payments shall be deemed paid on the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt by the City Treasurer. Lessee assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.2 Rent. Lessee shall pay rent to City on a Lease Year basis in the amount of the greater of: (a) a percentage rent (the "Percentage Rent," defined below) for such Lease Year; and (b) a minimum annual rent (the "Minimum Annual Rent," defined below). Within thirty (30) days after the end of each month during the Term, Lessee shall deliver to City a schedule of Lessee's "Gross Revenue" (defined below), for the month, together with a statement of the Percentage Rent payable for that month, prepared using generally accepted accounting principles consistently applied, with revenue categorized by percentage rent category, and deductions categorized by type. Concurrently with the delivery of such schedule(s) and statement(s), Lessee shall pay to City the Percentage Rent for that month. If the total Percentage Rent payable during a Lease Year is less than the Minimum Annual Rent for that Lease Year, Lessee shall make a lump-sum payment to City of the difference between the Percentage Rent and the Minimum Annual Rent for that Lease Year. Such a lump-sum payment shall be made concurrently with the Percentage Rent payment for the first month of the following Lease Year.

3.3 Gross Revenue. "**Gross Revenue**" shall mean all revenue derived from all City-approved uses of the Premises, including without limitation all revenue by sublessees or licensees. Possessory interest taxes or other property taxes shall not be deducted in computing Gross Revenue. Notwithstanding the foregoing, Gross Revenue shall not include (collectively the "**Non-Gross Revenue**"): (a) federal, state or municipal taxes collected from consumers (regardless of whether such amount is stated to the consumer as a separate charge) and paid periodically by Lessee to a governmental agency and accompanied by a tax return or statement as required by law; (b) income from the sale of furniture, fixtures or equipment; (c) refunds for goods returned for resale on the Premises or refunds of deposits; (d) employee meals (unless given in lieu of pay or if reportable for sales tax purposes); (f) insurance or condemnation proceeds, with the exception of business interruption insurance proceeds; (g) rent received by Lessee from sublessees or licensees (including operating sublessees), if said sublessees or licensees generate revenue—, whether earned or received, from CITY-approved uses of the Premises; or (h) revenue received by providers of audio/visual services, with the exception of commissions or fees paid to Lessee or sublessees by such providers. Lessee shall clearly indicate the amount of all such Non-Gross Revenue on its books and records.

3.4 Minimum Annual Rent. The Minimum Annual Rent for the first ____ (__) Lease Years shall be _____ Dollars (\$_____).

3.4.1 Minimum Annual Rent Adjustment. The Minimum Annual Rent shall be adjusted every five (5) years commencing on the first day of the sixth (6th) Lease Year, and every sixth (6th) years thereafter, the Minimum Annual Rent shall be recalculated to equal eighty percent (80%) of the annual average of all rents payable during the preceding three (3) Lease Years, including without limitation the Minimum Annual Rent and Percentage Rent. Notwithstanding the foregoing, no such recalculation of the Minimum Annual Rent shall reduce the Minimum Annual Rent in effect immediately prior to the recalculation. Lessee acknowledges that such adjustments shall be calculated by City after receipt of all applicable Gross Revenue schedules and Percentage Rent statements. Until such calculations are completed, Lessee shall continue paying the most recent Minimum Annual Rent. Lessee further acknowledges that any adjustment shall apply retroactively and shall be effective and due by Lessee as of the first day of the Lease Year in which the adjustment is made. Within thirty (30) days after City notifies Lessee of the new Minimum Annual Rent, Lessee shall pay to City any and all rent deficiencies between the previous Minimum Annual Rent and the retroactive, adjusted Minimum Annual Rent

3.5 Percentage Rent. “**Percentage Rent**” shall mean rent in an amount equal to the sum of the percentages of Gross Revenue derived from certain designated business activities, applied as follows:

Percentages

Business Activities

If Lessee requests a use of the Premises in addition to the Allowed Uses and City approves said requested use, City and Lessee shall determine by agreement the Percentage Rent calculation applicable to such use prior to City’s approval of the use. Without express, written consent to the proposed use and an express, written agreement regarding the applicable Percentage Rent for said use, the use shall be deemed an unauthorized use, as set forth in ARTICLE II, SECTION 1, Subsection 1.2, above, of this Lease, and one-hundred percent (100%) of Gross Revenue therefrom shall be payable to City.

3.5.1 Percentage Rent Adjustments. Upon at least one hundred eighty (180) days prior written notice to Lessee, City may, but shall not be obligated to, adjust the Percentage Rent upward, and only upward, on the commencement of the _____, and the ____ (____) Lease Years to reflect the then-current fair market rent for the Premises and the Allowed Uses, as evidenced by then-recent leases for similar premises similarly improved, operated and located within the region comprised of Ventura County, Los Angeles County, Orange County, and San Diego County, California. The

new Percentage Rent shall be determined by an appraisal by a qualified professional independent real estate appraiser selected by Lessee from the list of appraisers approved by City. Lessee and City agree to accept and be bound by the percentage rates determined by the appraiser selected to complete the assignment.

In establishing the percentage rates for categories set forth in this Lease, the appraiser shall consider City's interest in the property as a fee simple absolute estate, and as vacant and available on the open market for the authorized purposes of this Lease at the commencement of the rental period under review. The appraiser will be guided by prevailing market percentage rates for similar operations primarily within the Southern California communities as listed above, if available.

The new Percentage Rent shall be effective and due as of the first day of the applicable Lease Year, regardless of when the appraisal is completed. In the event the appraisal is not completed in time to permit the percentage adjustment to be made upon the applicable commencement of the appropriate Lease Year of adjustment, Lessee agrees to continue to pay rent in accordance with the then-existing lease rates, and the adjustment, when determined, will be retroactive to said effective date of rental adjustment as hereinabove established. If any Percentage Rent deficiencies are created by the adjustment process set forth in this Subsection 3.5.1, Lessee shall pay to City any and all such rent deficiencies within ninety (90) days after City's notice of the Percentage Rent adjustment.

In no event shall the adjusted percentage rate be less than the percentage rate in existence at the time of the adjustment.

3.6 Security Deposit. A security deposit shall be paid to the City by Lessee in the sum of _____ Dollars (_____) [EQUAL TO 3 MONTHS RENT] (the "**Security Deposit**") before the Commencement Date of this Lease. All or any portion of the Security Deposit shall be available unconditionally to City for correcting any default or breach of this Lease by Lessee or Lessee's successors or assigns, or for payment of expenses incurred by City as a result of Lessee's failure to faithfully perform all terms, covenants, and conditions of this Lease.

The security deposit shall take one of the forms set out below:

3.6.1 Cash. All cash shall be deposited in a City fund, and City shall not be liable to Lessee for any interest thereon. Provided further, any interest earned by City from such deposit or redeposit shall be and remain the property of City.

3.6.2 Instrument(s) of Credit. An instrument(s) of credit from one or more financial institutions, subject to regulation and insurance by the state or federal government, shall pledge that the funds are on deposit and guaranteed for payment and agree that any or all funds shall be paid to City upon demand

by City. The financial institution and the form of any instrument pledging the funds must be approved in advance by City.

Lessee will maintain the required Security Deposit throughout the Term. Failure to do so shall be considered a default and is grounds for immediate termination of this Lease.

In the event City utilizes all or any portion of the Security Deposit as a result of Lessee's default, Lessee shall redeposit the Security Deposit with the City within ten (10) days of notice from City to bring the Security Deposit up to the full specified amount.

The Security Deposit or any balance thereof will be returned to Lessee in compliance with California law following expiration or termination of this Lease, provided Lessee has faithfully complied with all terms, covenants, and conditions hereof or has cured any default under this Lease.

The Security Deposit may be increased by City proportionate to any increased performance or rental liability of Lessee upon sixty (60) days prior written notice from City of such required increase.

3.7 City's Right to Inspect and Audit. Lessee shall keep or cause to be kept true, accurate and complete books of account, records and supporting documentation needed to confirm the accuracy of any payments made or due to the City stemming from or related directly or indirectly to this Lease and operation of LESSEE's business and all other business activities conducted on the Premises, throughout the Term plus five (5) years; provided, however, City shall have no right to inspect Lessee's books of account, records and supporting documentation with respect to other aspects of Lessee's business not related directly or indirectly to this Lease. Lessee shall make the books, records and documentation required pursuant to the immediately preceding sentence available for inspection and audit by City in one location within the County of San Diego. The records shall be supported by source documents such as sales slips, daily cash register tapes, purchase invoices or other documents (which may be in electronic form) as necessary to allow City to easily determine Gross Revenue. All retail sales or charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. Such registers or other devices shall record sales totals and other transaction numbers and sales details, and shall not be re-settable. Registered totals shall be read and recorded at the beginning and end of each business day. All sales and charges may be recorded by the system in place on the Commencement Date, which is approved by City. Lessee shall maintain separate books and records related to Lessee's possession, use and/or occupancy of the Premises. Upon reasonable prior notice, City may inspect and audit the operation of Lessee's business in connection with its possession, use and/or occupancy of the Premises and all other business activities conducted on the Premises, and all financial transactions in connection with Lessee's possession, use and/or occupancy of the Premises as City may deem necessary, in its sole discretion, to protect City's rights under this Lease. If required by competent governmental authority, Lessee shall promptly deliver to City, at City's reasonable request and at Lessee's sole cost and expense, any and all data reasonably needed to fully comply with such authority's requirements related to Lessee's possession, use and/or occupancy of the Premises and all other business activities conducted on the Premises, and all financial transactions in connection with Lessee's possession, use and/or occupancy of the Premises. City's right to audit Lessee's

books and records shall terminate for each Lease Year on the date five (5) years after the end of that Lease Year.

3.7.1 Financial Statements. Within sixty (60) days after the end of each Agreement Year, Lessee shall, at its sole cost and expense, deliver to City a statement of annual Gross Revenue for the Agreement Year, prepared using generally accepted accounting principles consistently applied, with revenue categorized by source, and deductions categorized by type. Each such statement shall be signed by an officer, general partner or principal of Lessee attesting to the accuracy and completeness thereof, which shall be legally binding upon Lessee. Lessee shall comply with all reasonable requests by City to modify the form and content of such financial statements. Lessee shall provide such additional information reasonably requested by City regarding the operation of Lessee's business and all other business activities conducted on the Premises, and all financial transactions resulting from Lessee's use of the Premises. If Lessee submits any statements or information clearly marked confidential or proprietary, City shall protect and treat the same with confidentiality to the extent permitted by law and in conformity with the California Public Records Act ("Act"). Should Lessee request confidentiality and non-disclosure regarding any statement or information, Lessee shall provide City with specific and detailed legal grounds, including any applicable case law, upon which City may rely for withholding any information in the event City receives a request under the Act. City shall determine, in its sole discretion, whether information provided to City by Lessee pursuant to this Agreement is or is not a public record subject to disclosure under the Act. In the event City elects to withhold any requested information based on Lessee's request to withhold such requested information, Lessee shall defend, at Lessee's sole expense, any legal actions or challenges seeking to obtain from City any information requested under the Act that City may have withheld at Lessee's request. Furthermore, Lessee shall release, indemnify, and hold City, and its elected officials, officers and employees, harmless for or from any claim or liability, and defend any action brought against City, resulting from City's disclosure or non-disclosure of any information requested pursuant to the Act.

3.7.2. Audit Cost. The full cost of each City audit shall be borne by City, unless one or both of the following conditions exists, in which case Lessee shall reimburse City for all costs of the audit:

- (a) If an audit reveals an underpayment of Rent of more than five percent (5%) per Lease Year, calculated as the difference between the Rent reported as payable by Lessee and the Rent payable as determined by the audit;
- (b) If Lessee has failed to maintain true, accurate and complete books, records, accounts and supporting source documents as required by this Lease.

3.7.3 Rent Deficiency and Overpayment. Any deficiency in the payment of Rent and any other monies owing under this Lease, as determined

by the audit shall be subject to all penalties and remedies provided to City under this Lease. City shall credit any overpayment determined by the audit, without interest, against future Rent payable under this Lease. If no future Rent is then due under this Lease, City shall refund to Lessee any overpayment determined by the audit, without interest, within sixty (60) days after City's certification of the audit.

3.8 Delinquent Payments. If Lessee fails to make any payment of Rent and any other monies owing under this Lease when due, Lessee shall pay to City, in addition to the unpaid amount, a late charge of five percent (5%) of the unpaid amount, which shall be deemed additional rent ("**Additional Rent**"). If any of such payment remains unpaid after fifteen (15) days of its due date, Lessee shall pay to City an additional five percent (5%) of the unpaid amount [being a total of ten percent (10%)], which shall be Additional Rent. Notwithstanding the foregoing, in no event shall the charge for late payment of Rent be less than Twenty-Five Dollars (\$25). After thirty (30) days past due, unpaid amounts due City under this Lease may be referred to the San Diego City Treasurer for collection, and shall be subject to San Diego Municipal Code section 22.1707, as may be amended from time to time. Lessee shall pay to City any collection-referral fee and all other fees and charges plus interest as may then be charged by the San Diego City Treasurer under authority of the San Diego Municipal Code. Acceptance of late charges and any portion of the late payment by City shall neither constitute a waiver of Lessee's breach or default with respect to the late payment nor prevent City from exercising any other rights and remedies available at law or in equity. As required by law, Lessee is hereby notified that a negative credit report may be submitted to a credit reporting agency if amounts due City are not paid when due.

3.9 Unauthorized Use Charge. Lessee shall pay to City one hundred percent (100%) of the net receipts from any use of the Premises that is not allowed by this Lease, regardless of any related penalties charged Lessee by competent governmental authorities. Such unauthorized use charge shall be payable to City within thirty (30) days after Lessee receives the gross receipts. No unauthorized use charges shall satisfy or be a credit against any other Rent obligation of Lessee's under this Lease. The unauthorized use charge shall otherwise be considered Rent under this Lease, and shall be subject to all costs and penalties for delinquent payments hereunder. The existence of such unauthorized use charge and City's acceptance thereof shall not constitute authorization for the use in question, and shall not waive any of City's rights under this Lease. If Lessee makes any use of the Premises that is not allowed by this Lease, such use shall constitute a default under this Lease.

SECTION 4. ASSIGNMENT AND SUBLEASING

4.1 Time is of Essence; Provisions Binding on Successors and Assigns. Time is of the essence of all of the terms, covenants, and conditions of this Lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the respective Parties, jointly and individually.

4.2 Assignment and Subletting. Lessee shall not assign this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of Lessee, to use or occupy the Premises or any part thereof, without the prior written consent of the City in each

instance. A consent to assignment, subletting, occupation, or use by any person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of City, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law, without the prior written consent of the City. **“Assignment”** for the purposes of this Lease shall include, without limitation, any transfer of any interest in this Lease by Lessee or by any partners, principals, or stockholders, as the case may be, from the original Lessee, its general partners or principals or controlling shareholders.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired. The City shall require, as a condition to approval of any sublease of the majority portion of the leasehold, or any assignment, that Lessee pay additional consideration to City, as set forth in ARTICLE II, SECTION 4, Subsection 4.3, below, payable as of the effective date of such proposed Major Sublease, as defined in ARTICLE II, SECTION 4, Subsection 4.3, below, or any assignment, and may further require that this Lease or the requested sublease otherwise be revised to comply with then current City lease provisions.

Pursuant to City Charter Section 225, the City, must review and approve every person or entity which will have an interest in this Lease.

Prior to the Commencement Date of this Lease, Lessee shall provide City with all applicable information therefor, and pay all City fees, for all subleases for which Lessee seeks City’s consent. Any unconsented-to sublessees occupying space on the Premises after the Commencement Date shall subject Lessee to a default under this Lease and shall subject this Lease to termination.

4.3 Equity Sharing. Lessee agrees that as additional consideration for this Lease, and in addition to all other Rents payable to City, City shall be entitled to participate in any equity received by Lessee during the Term. For purposes of this Subsection 4.3, **“equity”** shall mean any amount paid to Lessee as consideration for an assignment of this Lease or Major Sublease of the Premises; provided, however, equity shall not include any base rents or additional rents payable to Lessee by its subtenants. **“Major Sublease”** shall mean any sublease or series of subleases entered into by Lessee that constitute a single related transaction which individually or cumulatively involves twenty-five (25%) percent or more of the total acreage of the Premises, except for Permitted Transactions, as defined in this Subsection 4.3. In addition, equity shall include any proceeds of a loan secured by Lessee’s leasehold interest in the Premises which are not expended for permanent leasehold improvements. In the event of any action resulting in equity as described above, Lessee agrees that City shall be entitled to a payment equal to two percent (2%) of any such equity. For purposes of calculating such payment, equity shall be the total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes and forbearances, regarding claims and judgments. Lessee also agrees that City shall be entitled to a payment equal to two percent (2%) of the value of all consideration payable on a lease or on the full sale price for any buildings or other structures, or any portion thereof on the Premises upon the Commencement Date of this Lease. City shall also be entitled to a payment equal to two

percent (2%) of the value of all consideration payable on a lease or on the full sale price for any buildings or other structures, or any portion thereof built on the Premises pursuant to **Exhibit “C”** General Development Plan attached to this Agreement, but only after the initial sale or lease of any buildings or other structures, or any portion thereof built on the Premises pursuant to **Exhibit “C”** General Development Plan attached to this Agreement. Prior to City’s consent to any assignment, Major Sublease or refinancing, Lessee shall deliver to City a written statement of all sums due and owing to City from Lessee pursuant to the provisions of this paragraph together with a written acknowledgment of accuracy of Lessee’s written statement from the proposed assignee, sublessee or lender of the amount due City. The sum due City shall be payable in full to City concurrent with the closing of the transaction, whether it be an assignment, a Major Sublease or a refinancing. In the case of a Major Sublease which provides for periodic payment of rent, City shall be entitled to ten percent (10%) of the difference between the Rent paid by Lessee to City and the rent paid by the sublessee to Lessee, which amounts shall be added to the Rent paid to City. Any assignment, subletting or refinancing in violation of the terms and conditions of this Subsection 4.3 shall be void.

The provisions of this Subsection 4.3 shall not apply to the following **“Permitted Transactions”**:

(a) an assignment or transfer of a beneficial interest in Lessee’s leasehold estate resulting from a devise, bequest, or intestate succession for the benefit of Lessee’s principal owner or chief executive officer (if Lessee is other than an individual);

(b) such other assignment or transfer due to a reorganization or other activity of Lessee which the City reasonably determines that a substantial change has not occurred with respect to the direct or indirect legal and equitable ownership interests in Lessee, in the legal or fictitious name of the Lessee, as there is no material change in the equity, in beneficial use of or legal title to the leasehold as an asset or the income produced thereby.

4.4 Encumbrance. Subject to receipt of the City’s prior written consent, which shall not be unreasonably withheld, Lessee may encumber its leasehold estate, and those permanent improvements that Lessee has constructed on the Premises during the Term of this Lease, by a deed of trust, mortgage, chattel mortgage, or other security instrument to secure the payment of a promissory note or notes of Lessee, upon the express condition that the proceeds of such loan or loans be devoted exclusively to the purpose of developing the Premises in accordance with **Exhibit “C”** General Development Plan attached to this Agreement. However, no more than ten percent (10%) of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: off-site improvements for service of the Premises; on-site improvements; escrow charges; premiums for hazard insurance or other insurance or bonds required by City; title insurance premiums; reasonable loan costs such as discounts, interest, and commissions; and architectural, engineering, and attorneys’ fees and other normal expenses incidental to such construction.

All encumbrances of the Premises or of any permanent improvements thereon must first be approved in writing by the City, and shall also be for the exclusive purpose of development

of the Premises. In the event any such approved deed of trust or mortgage or other security agreement should at any time be in default and be foreclosed or transferred in lieu of foreclosure, City will accept the City-approved mortgagee or beneficiary thereof as its new tenant under this Lease with all the rights, privileges, and duties granted and imposed in this Lease.

Upon prior written approval by City, said mortgagee or beneficiary may assign this Lease to its nominee, if, in the opinion of City, the nominee is a reputable, qualified, and financially responsible person or entity. Any deed of trust, mortgage, or other security agreement shall be subject to all of the terms, covenants, and conditions of this Lease and shall not be deemed to amend or alter any of the terms, covenants, or conditions hereof.

4.5 Charter Section 225. Pursuant to City Charter Section 225, Lessee and each of its assignees and subtenants shall make a full and complete disclosure of the name and identity of all persons and/or entities directly or indirectly involved in this Lease and the precise nature of all interests of all such persons. Each and every person and/or entity proposed to have an interest in this Lease shall be subject to City's review and approval, in City's sole discretion.

SECTION 5. DEFAULT AND REMEDIES

5.1 Default. Lessee shall be in default of this Lease if any of the following occurs:

5.1.1 Lessee fails to make any payment required under this Lease when due;

5.1.2 Lessee breaches any of its obligations under this Lease, other than those requiring payment to City, and fails to cure the breach within thirty (30) days following written notice thereof from City, or if such breach is not curable within thirty (30) days, fails to commence to cure the breach within thirty (30) days and diligently pursue the cure to completion;

5.1.3 Lessee voluntarily files or involuntarily has filed against it any petition under any bankruptcy or insolvency act or law;

5.1.4 Lessee is adjudicated a bankrupt; or

5.1.5 Lessee makes a general assignment for the benefit of creditors.

5.2 Remedies. Upon Lessee's default, City may, at its option, give Lessee, or any person claiming rights through Lessee, (1) a written "Three Day Notice to Pay or Quit," for failure to make required payments, or (2) a "Notice of Termination" for defaults not requiring payment to City, in order that City may seek to terminate the Lease and all rights of Lessee, and all persons claiming rights through Lessee, to the Premises or to possession of the Premises. Upon termination, City may enter and take possession of the Premises, and may recover from Lessee the sum of:

5.2.1 the worth at the time of award of any unpaid rent that was due at the time of termination;

5.2.2 the worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of rental loss, if any, that Lessee affirmatively proves could have been reasonably avoided;

5.2.3 the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;

5.2.4 any other amount necessary to compensate City for all the detriment proximately caused by Lessee's breach and default, or that in the ordinary course of things, would be likely to result; and

5.2.5 all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in ARTICLE II, SECTION 5, Subsections 5.2.1 and 5.2.2, above, the "**worth at the time of award**" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in ARTICLE II, SECTION 5, Subsection 5.2.3, above, the "**worth at the time of award**" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this ARTICLE II, SECTION 5, the term "**rent**" shall include Rent and any other amounts payable by Lessee under this Lease.

5.3 Default if Leasehold is Encumbered. If there is a City-approved encumbrance on Lessee's leasehold interest, City shall give the mortgagee or beneficiary written notice of Lessee's default under this Lease, and the same mortgagee or beneficiary shall have thirty (30) days from the notice to cure the default, or, if the default is not curable within thirty (30) days, to commence to cure the default and diligently pursue the cure to completion. City may extend the cure period if the mortgagee or beneficiary uses reasonable diligence to pursue a cure. If the mortgagee or beneficiary chooses to cure the default through litigation or foreclosure, then City may exercise any of the following options:

5.3.1 City may correct the default and charge the costs to the account of Lessee, which charge shall be due and payable on the date that the rent is next due after City's notice of such costs to Lessee, and mortgagee or beneficiary;

5.3.2 City may correct the default and pay the costs from the proceeds of any insurance fund held by City, City and Lessee, or by City and mortgagee or beneficiary, or City may use the funds of any faithful performance or cash bond on deposit with City, or City may call on the bonding agent to correct the default or to pay the costs of correction performed by or at the direction of City; and,

5.3.3 City may terminate this Lease as to the rights of Lessee by assuming or causing the assumption of liability for any trust deed or mortgage. Lessee shall assume and pay any and all penalties or bonuses required by the

beneficiaries, trustees or mortgagees as a condition of early payoff of the related obligations by City. City may, as an alternative, substitute the terminated Lessee with a new lessee reasonably satisfactory to the mortgagee or beneficiary. Lessee shall pay to City all reasonable costs incurred by City in re-leasing to a new lessee.

If the default is non-curable by Lessee, then any lender holding a beneficial interest in the Premises, whose qualifications as an assignee have been approved by City, shall have the absolute right to substitute itself to the estate of Lessee hereunder and to commence performance of this Lease. If the mortgagee or beneficiary gives notice in writing of its election to substitute itself within the thirty (30) day period after receiving City's written notice of a default, and the default, if curable, is cured by the mortgagee or beneficiary, then this Lease will not terminate pursuant to the default. In that event, City consents to the substitution and authorizes the mortgagee or beneficiary to perform under this Lease with all the rights, privileges, and obligations of Lessee, subject to the curing of the default, if possible, by mortgagee or beneficiary. In that event, Lessee shall assign to mortgagee or beneficiary all of its interest in and to the leasehold estate under this Lease.

5.4 Abandonment by Lessee. If Lessee abandons the Premises, this Lease shall continue in effect as long as City does not terminate this Lease, and City may enforce all of its rights and remedies under this Lease, including without limitation the right to recover rent as it becomes due, plus damages.

5.5 Waiver. Any waiver by City of a breach or default by Lessee shall not be a waiver of any other breach or default. No waiver shall be valid and binding unless in writing and executed by City. City's delay or failure to enforce a right or remedy shall not be a waiver of that or any other right or remedy under this Lease. The enforcement of a particular right or remedy for a breach or default shall not waive any other right or remedy for the same breach or default, or for any other or later breach or default. City's acceptance of any rents shall not be a waiver of any default preceding such payment. Lessee acknowledges that the Premises are a part of publicly-owned property held in trust for the benefit of the citizens of the City of San Diego, and that any failure by City to discover a breach or default, or take prompt action to require the cure of any breach or default, shall not result in an equitable estoppel, but City shall at all times, have the legal right to require the cure of any breach or default. City's acceptance of a partial payment of rent shall not constitute a waiver of the balance of the rent payment due.

SECTION 6. EMINENT DOMAIN

6.1 Eminent Domain. If all or part of the Premises is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of City and Lessee (or beneficiary or mortgagee) will be as follows:

6.1.1 In the event the entire Premises are taken, this Lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

6.1.2 In the event of a partial taking, if, in the opinion of City, the remaining part of the Premises is unsuitable for the lease operation, this Lease

shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

6.1.3 In the event of a partial taking, if, in the opinion of City, the remaining part of the Premises is suitable for continued lease operation, this Lease shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. Rent shall be equitably reduced to reflect the portion of the Premises taken.

6.1.4 All monies awarded in any such taking shall belong to City, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, Lessee shall be entitled to any award attributable to the taking of, or damages to, Lessee's then remaining leasehold interest in installations or improvements owned by Lessee. City shall have no liability to Lessee for any award not provided by the condemning authority.

6.1.5 City has the right to transfer City's interests in the Premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain.

6.1.6 The exercise of any City right under this Lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon City for inverse condemnation.

SECTION 7. INDEMNIFICATION AND INSURANCE

7.1 Indemnity. Lessee agrees to defend, indemnify, protect, and hold City and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Lessee's employees, invitees, guests, agents, contractors, or officers, which arise out of or are in any manner directly or indirectly connected with this Lease or Lessee's use, occupancy, management, development, maintenance, restoration, improvements and/or operation of the Premises, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that Lessee's duty to indemnify and hold harmless City hereunder shall not include any established liability arising from the sole negligence or willful misconduct of City and its elected officials, officers, employees, representatives, and agents. City may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If City elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Lessee shall pay the City for all of the costs related thereto, including, without limitation, reasonable attorneys' fees and costs.

7.2 Insurance.

7.2.1 Lessee shall deliver to City a current certificate of insurance and relevant endorsements for:

(a) Commercial General Liability Insurance, providing coverage for the damages due to bodily injury, including death, personal injury, and property damage with limits of at least Five Million Dollars (\$5,000,000) per occurrence, subject to an annual aggregate of at least Ten Million Dollars (\$10,000,000), products and completed operations and if applicable, use of unlicensed vehicles that in any way arise from the use of the Premises and operations of activities of the entity. Non-licensed vehicles operated on the movement area will require coverage in an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

(b) Fire, extended coverage, and vandalism insurance policy on all City owned insurable property on the Premises, in an amount to cover one hundred percent (100%) of the replacement. Any proceeds from a loss shall be payable jointly to City and Lessee. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. Lessee shall submit to the City recommendations and an accounting of funds used to restore the leasehold improvements. If there is a mortgage or trust deed on the leasehold in accordance with ARTICLE II, SECTION 4, Subsection 4.4, above, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to City has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the Premises.

(c) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence or Two Million Dollars (\$2,000,000) per occurrence for automobiles operated on airside. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated on the Premises. Coverage shall be written on ISO form CA 00 01 12 90, or a substitute form providing equivalent liability coverage.

(d) Workers' Compensation Insurance, as required by the laws of the State of California for all of Lessee's employees who are subject to this Lease, with Employers' Liability coverage with a limit of at least Three Million Dollars (\$3,000,000).

7.2.2 Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.

7.2.3 Primary and Non-Contributory. Insurance policies shall be endorsed such that that the coverage is primary and non-contributory to any coverage carried or maintained by City. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be kept in force for the duration of the Term and any extended use.

7.2.4 Qualified Insurer(s). All insurance required by the terms of this Lease must be provided by insurers licensed to do business in the State of California which are rated at least “A-, VI” by the current AM Best Ratings Guide and which are acceptable to City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California approved surplus line insurers (LASLI list) and otherwise meet City requirements.

7.2.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Lessee and must be disclosed and acceptable to City at the time evidence of insurance is provided.

7.2.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except “course of construction fire insurance” shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, Lessee shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Lease.

7.2.7 Modification. To assure protection from and against the kind and extent of risk existing on the Premises, City, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving Lessee thirty (30) days prior written notice. Lessee shall also obtain any additional insurance required by City for new improvements, changed circumstances, or City’s reasonable re-evaluation of risk levels related to Lessee’s use of the Premises.

7.2.8 Accident Reports. Lessee shall immediately report to City any accident causing property damage or injury to persons on the Premises. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

7.2.9 Causes of Loss - Special Form Property Insurance. Lessee shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of Lessee’s insurable property on the Premises, excepting wells, irrigation piping, and plant material, in an amount to cover one hundred percent (100%) of the replacement cost. Lessee shall deliver to City a certificate of such insurance.

SECTION 8. WASTE, DAMAGE OR DESTRUCTION

8.1 Waste, Damage or Destruction. Lessee agrees to give notice to City of any fire or other damage that may occur on the Premises within twenty-four (24) hours of the occurrence of such fire or damage. Lessee agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Premises clean and clear of refuse and obstructions,

and to dispose of all garbage, trash, and rubbish in a manner satisfactory to City. If the Premises shall be damaged by any cause which puts the Premises into a condition which is not decent, safe, healthy, and sanitary, Lessee agrees to make or cause to be made full repair of said damage and to restore the Premises to the condition which existed prior to said damage; or, at City's option, Lessee agrees to clear and remove from the Premises all debris resulting from said damage and rebuild the Premises in accordance with plans and specifications previously submitted to City and approved in writing in order to replace in kind and scope the operation which existed prior to such damage.

Unless an individual situation calls for the immediate repair and/or restoration of the Premises (to be determined by City in its sole discretion), Lessee agrees that preliminary steps toward performing repairs, restoration, or replacement of the Premises shall be commenced by Lessee within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter.

SECTION 9. IMPROVEMENTS, ALTERATIONS, MAINTENANCE AND REPAIRS

9.1 Acceptance of Premises. By signing this Agreement, Lessee represents and warrants that it has independently inspected the Property and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Property. Lessee agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this Lease. Lessee further acknowledges that the Premises are in the condition called for by this Lease, that City has performed all work with respect to the Property, and that Lessee does not hold City responsible for any defects whether apparent or latent, in the Property, including the presence of any hazardous wastes.

9.2 Entry and Inspection. City reserves and shall always have the right, but not the obligation, to enter said Premises, for the purpose of viewing and ascertaining the condition of the same, to protect its interests in the Premises, to inspect the operations conducted thereon or to perform any work thereon (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) the City may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from City, and (c) the City may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any City-constructed or owned facilities on or off of the Premises or at the Park. No exercise by City of any rights herein reserved shall entitle Lessee to any compensation, damages or abatement of rent from City for any injury or inconvenience occasioned thereby. If such entry or inspection by City discloses that the Premises are not in a decent, safe, healthy, and sanitary condition, City shall have the right, after ten (10) days' written notice to Lessee, to have any necessary maintenance work done at the expense of Lessee, and Lessee hereby agrees to pay promptly any and all costs incurred by City in having such necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition.

9.3 Maintenance. Lessee shall at all times from and after the Commencement Date, at its own cost and expense, repair, maintain in good and tenantable condition and replace, as

necessary, the Premises and every part thereof, including, without limitation, the following, as applicable: all roofs; all heating, ventilation and air conditioning systems; all mechanical and electrical systems; all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises exclusively with utilities (except to the extent the appropriate utility company has assumed these duties); all fixtures and other equipment installed in the Premises; all exterior and interior glass installed in the Premises; all signs, locking and closing devices; all interior window sashes, casements and frames; doors and door frames; floor coverings; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. Lessee's obligations hereunder shall apply regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Lessee, its agents, employees, invitees, visitors, sublessees or contractors. All replacements made by Lessee in accordance with this Subsection 9.3 shall be of like size, kind and quality to the items replaced and shall be subject to prior written approval by the City. Upon surrender of the Premises, Lessee shall deliver the Premises to City in good order, condition and state or repair, but shall not be responsible for damages resulting from ordinary wear and tear. Lessee shall be responsible for completing all work, at its sole cost and expense, or reimbursing City (including all costs and expenses, including attorney fees, incurred to ensure the completion of the work) for all work, necessary to bring the Premises back to good order, safe, healthy, and sanitary condition and state or repair (excepting ordinary wear and tear) upon the surrender of the Premises to City. Lessee shall provide for trash removal, at its expense, and shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition.

9.4 Lessee's Failure to Maintain. If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to City, City shall have the right, upon giving Lessee ten (10) days written notice of its election to do so, to make such repairs or replacements or to perform such maintenance on behalf of and for the account of Lessee. If City makes or causes any such maintenance, repairs or replacements to be made or performed, as provided for herein, Lessee shall pay the cost thereof to City, as additional Rent, promptly upon receipt of an invoice therefor.

9.5 Annual Leasehold Compliance Surveys. In addition to City's right to enter the Premises pursuant to ARTICLE II, SECTION 9, Subsection 9.2, above, Lessee acknowledges and accepts City's right and intent to conduct periodic, but not more frequently than annual (unless reasonable circumstances, to be determined by City in its sole discretion, determine the need for more than annual inspections), leasehold compliance surveys ("**Surveys**"). The Surveys shall be scheduled at a mutually convenient time for City and Lessee, following written notice by City of its intent to conduct a Survey. The Survey will focus on, but not be limited to, the condition of all improvements on the Premises and proper maintenance thereof, building code compliance, compliance with all other laws, and a verification of all subleases on the Premises. Lessee agrees to cooperate with City, or its authorized representative, during the Survey process and provide access to all areas on the Premises, both interior and exterior. In the event City, or its authorized agent, is not able to access all areas of the Premises during the time of the scheduled Survey, Lessee will reschedule to a mutually convenient time for a follow up Survey to allow access to areas inaccessible during the initial Survey appointment, and Lessee agrees to compensate City for the personnel cost of the follow up Survey at the rate of \$50 for each hour of such follow up Survey. Refusal by Lessee to provide access to all areas of the Premises, and/or unreasonably

delaying access to all areas of the Premises, shall be considered material breaches of this Lease and grounds for termination.

9.6 Building Inspections. City may, at City's sole cost and expense, cause all buildings and structures on the Premises to be inspected not less than every ____ (____) years during the Term, beginning on the ____ (____) Lease Year. Lessee shall cause said inspections to be conducted by a licensed California civil or structural engineer selected by City. As required by ARTICLE II, SECTION 9, Section 9.3, above, Lessee shall cause to be done such repair and maintenance work identified in the judgment of the inspector as being reasonably required, at Lessee's sole cost and expense. Any repair and maintenance work shall not be subject to rent credit to Lessee. Lessee shall submit copies of the inspection reports to the City not later than ten (10) calendar days after Lessee's receipt of same and shall seek City's prior written approval for all non-routine maintenance and/or capital repairs identified by the inspector(s).

9.7 Improvements. No improvements, structures, or installations shall be constructed on the Premises, and the Premises may not be altered by Lessee without the prior written approval of the City, which shall not be unreasonably withheld. Further, Lessee agrees that structural or architectural design alterations to approved improvements, structures or installations may not be made on the Premises without the prior written approval of the City and such approval shall not be unreasonably withheld. This Subsection 9.7 shall not relieve Lessee of any obligation under this Lease to maintain the Premises in good order, safe, healthy, and sanitary condition and state of repair, including structural repair, restoration and replacement of damaged or worn improvements, or parts thereof, except as may be set forth in this Lease. City shall not be obligated by this Lease to make or assume any expense for any improvements or alterations.

9.8 Ownership of Improvements and Personal Property.

9.8.1 During the Term of this Lease, Lessee shall own all improvements, fixtures, structures, and installations or additions to the Premises constructed or installed on the Premises during the Term of this Lease by Lessee. Upon expiration or termination of this Lease, all such improvements, fixtures, structures, and installations or additions shall be deemed a part of the Premises and thereafter shall be owned by City free of all liens and claims.

9.8.2 Notwithstanding the immediately foregoing, City may, upon notice to Lessee at Lease termination or at any time prior to expiration of the Term, elect to have part or all of such improvements, fixtures, structures, and installations or additions removed by Lessee at Lease termination or expiration of the Term. In that case, Lessee shall, at Lessee's sole cost and expense, remove those items designated for removal in City's notice and restore the Premises to City's reasonable satisfaction as soon as practicable, but in no event later than sixty (60) days after the Lease termination or expiration of the Term. Lessee, at its sole cost and expense, shall be responsible for the repair of any and all damage resulting from the removal of such items. If Lessee fails to remove the items as required herein, City may, at its option, remove them as Lessee's sole cost and expense, -and Lessee agrees to reimburse City for all costs and fees, including

attorneys' fees, incurred by City involved with said removal and collecting reimbursement for said removal.

9.8.3 Lessee-owned machines, appliances, equipment, trade fixtures, and other items of personal property shall be removed by Lessee by the date of Lease termination or expiration of the Term-. Any of said items which Lessee fails to remove will be removed and/or stored by City subject to California law, and Lessee agrees to reimburse City for all costs and fees, including attorneys' fees, incurred by City involved with said removal and/or storage and collecting reimbursement for said removal and/or storage.

9.8.4 If any removal of such personal property by Lessee results in damage to the remaining improvements on the Premises, Lessee agrees to reasonably repair all such damage or Lessee agrees to reimburse City for all costs and fees, including attorneys' fees, incurred by City involved with said repairs and collecting reimbursement for said repairs.

9.8.5 Any necessary removal by either City or Lessee which takes place beyond the Lease termination or expiration of the Term shall require Lessee to pay rent to City at the Rent rate in effect immediately prior to said expiration or termination. Said Rent rate will double for each 30-day period, or part thereof, that Lessee remains working at the Premises beyond the first sixty (60) days from said expiration or termination date.

9.8.6 Notwithstanding any of the foregoing, in the event Lessee desires to dispose of any of its personal property used in the operation of said Premises upon Lease termination or expiration of the Term, then City shall have the first right to acquire or purchase said personal property.

9.9 Noxious Weeds, Pests, and Erosion. Lessee shall take all commercially reasonable corrective actions, to the satisfaction of City, to prevent the infestation of noxious weeds, pests, and erosion throughout the entire Premises.

SECTION 10. GENERAL PROVISIONS

10.1 Notices.

10.1.1 Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to Lessee at the Premises or at such other address designated in writing by Lessee, including the address below, and to City as follows:

City:

City of San Diego
Attn: Real Estate Assets Director
1200 3rd Ave, Suite 1700
San Diego, CA 92101

Lessee:

and to any City-approved mortgagee, trustee, or beneficiary, as applicable, at such appropriate address designated in writing by the respective party.

10.1.2 Any Party entitled or required to receive notice under this Lease may, by like notice, designate a different address to which notices shall be sent upon thirty (30) days prior written notice.

10.2 Single Use Plastic Reduction Ordinance. Unless an exception applies, Lessee will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. By signing this Agreement, Lessee certifies that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the Term.

10.3 Compliance with Law. Lessee shall at all times in the construction, maintenance, occupancy, and operation of the Premises comply with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments, at Lessee's sole cost and expense. In addition, Lessee shall comply with any and all notices issued by the City under the authority of any such law, statute, ordinance or regulation. Upon City's request, Lessee shall promptly deliver to City copies of all documentary evidence of such compliance received by or otherwise available to Lessee (e.g., validation of periodic inspections, permits or licenses, if any).

10.4 City's Consent, Discretion. The approval or consent of City wherever required in this Lease shall mean the written approval or consent of the Mayor, or his or her designee, without need for further resolution by the City Council, unless otherwise specified. City's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

10.5 Construction Requirements. All improvements required to be made to the Premises by this Lease, or otherwise approved by City to be constructed by Lessee, shall be made under the supervision of a competent architect or licensed structural engineer and made in conformity with any present or future applicable standards adopted by the San Diego City Council, and as they may be amended from time to time. Lessee shall provide a minimum of three (3) sets of working drawings or plans showing the planned improvements, for City's approval, prior to commencing any approved work. All work with respect to any improvements must be done in a good and workmanlike manner, commenced within ninety (90) days following receipt of approval therefore from the City, and diligently prosecuted to completion to the end. Upon completion of such work, Lessee shall have recorded in the office of the San Diego County Recorder a Notice of Completion, in a form as required or permitted by law. Lessee shall deliver to City, within ten (10) days receipt of the same, a copy of the Notice of Occupancy and the building permit with respect thereto. Within sixty (60) days following completion of any improvement, Lessee shall provide the City with three (3) complete sets of "as-built" plans of such improvements. Any such improvements shall be constructed strictly in accordance with the laws and ordinances relating thereto.

10.6 Signs, Antennas and Lighting. Lessee shall not construct nor permit the erection or display of any antennas or signs, including banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises without the prior written approval of the City, which approval shall be within the City's sole discretion. Lessee shall submit sketches of proposed antennas and signs to the City for approval showing size, materials, colors and location. Such antennas and signs must conform to all City requirements, as well as applicable standards, laws or ordinances of governmental agencies having jurisdiction over the Premises. All exterior lighting on the Premises must also conform to all City requirements, as well as all applicable standards, laws or ordinances of governmental agencies having jurisdiction over the Premises. Any such antenna, sign or lighting installed without the prior written consent of City shall be subject to removal without notice at any time, at Lessee's expense; Lessee agrees to reimburse City for all costs and fees, including attorney's fees, incurred by City involved with said removal.

10.7 Liens. Lessee shall at all times save City free and harmless and indemnify City against all claims for labor or materials in connection with operations, construction, improvements, alterations, repairs or replacements on or to the Premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, construction, alterations, repairs or replacements are made to the Premises by Lessee or by any party other than City, and a lien or notice of lien is filed, Lessee shall within five (5) days of such filing either:

- (a) take all actions necessary to record a valid release of lien, or
- (b) file with City a bond, cash, or other security acceptable to City sufficient to pay in full all claims of all persons seeking relief under the lien.

10.8 Taxes. Lessee agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon Lessee or the Premises, including the land, any buildings, structures, machines, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by Lessee or levied by reason of the business or other Lessee activities related to the Premises, including any licenses or permits. Lessee recognizes and agrees that this Lease may create a possessory interest subject to property taxation, and that Lessee may be subject to the payment of taxes levied on such interest, and that Lessee shall pay all such possessory interest taxes. Lessee further agrees that payment for such taxes, fees and assessments will not reduce any rent due City.

10.9 Unavoidable Delay. If the performance of any act required of City or Lessee is prevented or delayed by reason of strikes, lockouts, or labor disputes; acts of God such as fires, floods and epidemics; freight embargoes; or other causes beyond the reasonable control of the Party required to perform an act, said Party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay Rent as required pursuant to this Lease. In the event Lessee or City claims the existence of such a delay, the Party claiming the delay shall notify the other Party in writing of such fact within ten (10) days after the beginning of any such claimed delay and provide documentation sufficient to support said claim.

10.10 Prevailing Wages. Prevailing wage rates apply to this Agreement. Lessee shall comply with State prevailing wage laws, including, but not limited to, those requirements set forth in attached **Exhibit “F”**: Prevailing Wage Requirements.

10.11 Payment Bond. Prior to the commencement of any work on the Premises, Lessee shall deliver to City a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract(s) for construction on the Premises to satisfy claims of material suppliers and of mechanics and laborers employed on the contract(s) for construction on the Premises. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, that is authorized by the State of California Department of Insurance to transact surety insurance in the State. Lessee shall maintain the bond in full force and effect until all improvements for the construction on the Premises are accepted by City and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, Lessee shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from City.

10.12 Construction Bond. If Lessee constructs improvements on the Premises, City may at any time require Lessee to deposit with City a faithful performance bond in the amount of one hundred percent (100%) of the estimated cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to City. The bond shall insure that the work commenced by Lessee will be completed in accordance with the plans approved by City or, at the option of City that the uncompleted work will be removed and the Premises restored to a condition satisfactory to City. The bond or cash shall be held in trust by City for the purpose specified above, or at City’s option may be placed in an escrow approved by City.

10.13 Nondiscrimination. This Lease is made and accepted upon and subject to the covenant and condition, which shall run with the land, that Lessee or any person claiming under or through Lessee shall not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color, religion, gender, gender expression, gender identity, disability, sexual orientation, marital status, national origin, ancestry, familial status or source of income in the possession, use or occupancy of the Premises or in the selection, location, number, use or occupancy of tenants, subtenants or vendees in the Premises.

10.14 Accessibility Assessment. In accordance with California Civil Code section 1938, City hereby states that the Premises has not been inspected by a Certified Access Specialist (CASp).

Further, pursuant to California Civil Code section 1938(e), City is required to state: “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the

cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

10.15 Compliance with City’s Equal Opportunity Contracting Program.

10.15.1 Equal Opportunity Contracting. Lessee shall submit to City statistical information as requested in the City of San Diego Contract Activity Report indicating the amount of subcontracting provided by firms during the period covered by the report. This information should be accompanied by an invoice from each sub consultant/subcontractor/ vendor/ service provider listed in the report.

10.15.2 Equal Employment Opportunity. Lessee will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Lessee will not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, gender expression, gender identity, sexual orientation, disability, medical condition, or place of birth.

Upon request by the City, Lessee will submit a current Work Force Report and, if required, an Equal Employment Opportunity Plan which sets forth the actions that Lessee will take to achieve the City’s goal for the employment of African Americans, American Indians, Asians, Filipinos, Latinos, women, and people with disabilities.

Further, Lessee will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Lease so that such provisions will be binding upon each subcontractor.

Lessee understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this Lease and debarment from participating in City contracts for a period of not less than one (1) year.

10.16 Equal Benefits. Lessee shall comply with San Diego Municipal Code sections 22.4301-22.4308, as may be amended from time to time, which require lessees of CITY-owned property to offer the same employment benefits to employees with spouses and employees with registered domestic partners. By signing this Agreement, Lessee certifies that it will maintain such equal benefits throughout the Term. Lessee’s failure to maintain equal benefits will be a default of this Lease.

10.17 Equal Pay Ordinance. Unless an exception applies, Lessee shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this Agreement, Lessee certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.

10.17.1 Lessee and Sublessee Requirement. The Equal Pay Ordinance applies to any sublessee of the Premises to the same extent as it would apply to Lessee. Lessee shall require sublessees to certify compliance with the Equal Pay Ordinance in their subleases.

10.17.2 Notice Requirement. Lessee must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

10.18 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

10.19 Number and Gender. Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the context requires.

10.20 Captions. All section headings and captions for various articles and paragraphs shall not be held to define, limit, augment or describe the scope, content or intent of any or all parts of this Lease. The numbers of the paragraphs and pages of this Lease may not be consecutive. Such lack of consecutive numbers is unintentional and shall have no effect on the enforceability of this Lease.

10.21 Cumulative Remedies. City's rights and remedies under this Lease are cumulative and shall not limit or otherwise waive or deny any of City's rights or remedies at law or in equity.

10.22 Survival. Any obligation which accrues under this Lease prior to its expiration or termination shall survive such expiration or termination.

10.23 Joint and Several Liability. If Lessee is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of Lessee under this Lease.

10.24 No Affiliation. Nothing contained in this Lease shall be deemed or construed to create a partnership, joint venture or other affiliation between City and Lessee or between City and any other entity or party, or cause City to be responsible in any way for the debts or obligations of Lessee or any other party or entity.

10.25 City Employee Participation Policy. It is the policy of City that all City contracts, agreements, or leases with consultants, vendors, or lessees shall include a condition that the contract, agreement or lease may, at the sole option of City, be unilaterally and immediately terminated by City if the contractor or lessee employs an individual who, within the twelve months immediately preceding such employment, did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or lessee. It is not the intent of this policy that these provisions apply to members of the City Council.

10.26 Local Business and Employment. Lessee acknowledges that City seeks to promote employment and business opportunities for local residents and firms in all City contracts. For

work associated with this Lease and to the extent legally possible, Lessee shall use its best efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. Lessee shall use its best efforts to hire qualified local residents and firms whenever practicable.

10.27 California Public Records Act. City shall determine, in its sole discretion, whether information provided to City by Lessee is or is not a public record subject to disclosure under the Act. If Lessee notifies City that it objects to the disclosure of certain information to a third party, Lessee shall deliver to City with such notice specific and detailed legal grounds, including any applicable case law, upon which City may rely for withholding any information requested pursuant to the Act. If City withholds disclosure of information in reliance on such legal analysis provided by Lessee, Lessee shall protect, defend, indemnify and hold City and its elected officials, officers, employees, representatives and agents harmless for and from legal actions or challenges seeking to obtain the information from City and all costs incurred by City associated therewith, and shall defend, at Lessee's sole expense, any action brought against City resulting from City's nondisclosure of the information. City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Lessee shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

10.27.1 City shall not be liable or obligated for any burden or loss (financial or otherwise) incurred by Lessee as a result of City's disclosure or non-disclosure of Lessee information requested pursuant to the Act.

10.27.1.1 Lessee's Waiver. LESSEE EXPRESSLY WAIVES ANY CLAIM AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY BURDEN, EXPENSE OR LOSS THAT LESSEE INCURS AS A RESULT OF CITY'S DISCLOSURE OR NON-DISCLOSURE OF LESSEE INFORMATION REQUESTED PURSUANT TO THE ACT.

10.28 Drug-free Workplace. Lessee shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

10.28.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances are prohibited on the Premises and specifying the actions that will be taken against employees for violations of the prohibition.

10.28.2 Establishing a drug-free awareness program to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace.
- (b) The Lessee's policy of maintaining a drug-free workplace.

(c) Any available drug counseling rehabilitation and employees assistance programs; and

(d) The penalties that may be imposed upon employees' for drug abuse.

10.28.3 Lessee shall include in each contract related to this Lease language obligating each sub-licensee, contractor or sublessee to comply with the provisions of this section to maintain a drug-free workplace. Lessee and each of its sub-licensees, contractors and sublessees shall be individually responsible for their own drug-free workplace programs.

10.29 Accessibility Compliance. Lessee shall, as applicable to the Premises and Lessee's possession, use, and occupancy of the Premises, comply with all accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, Lessee will follow the most restrictive accessibility requirement (i.e., that which provides the most access). Lessee's compliance will include without limitation the following:

Lessee will not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of Lessee.

Lessee will include language in each sublease which indicates the sublessee's agreement to abide by the provisions of this Subsection 10.29. Lessee and each of its sublessees will be individually responsible for their own ADA employment programs.

Lessee will post a statement addressing the requirements of the ADA in a prominent place at the work site.

Where required by law, all improvements, fixtures, structures, or installations on the Premises will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Premises which deny access to individuals with disabilities. All improvements and alterations will be at Lessee's sole expense.

Lessee's failure to comply with the accessibility requirements of this section __ or submitting false information in response to these accessibility requirements, or both, will be a default of this Lease.

10.30 Standard of Employees. Lessee and its employees shall at all times conduct themselves and the operations on the Premises in a commercially reasonable manner.

10.31 Relocation Payments. Lessee understands and agrees that it shall not be entitled to any relocation payment from City whatsoever upon termination of this Lease.

10.32 Water Quality –Best Management Practices. City and Lessee are committed to the implementation of controls (“**best management practices**” or “**BMPs**”) to manage activities on the Premises in a manner which aids in the protection of the City’s precious water resources. It is the Lessee’s responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, Lessee shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately Lessee’s responsibility to prevent pollutant discharges to the storm drain system. Therefore, Lessee will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

10.33 Hazardous Substances. Lessee shall not allow the illegal installation, storage, utilization, generation, sale or release of Hazardous Substances or otherwise regulated substances in, on, under or from the Premises. Lessee and Lessee’s agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Premises without City’s written consent in each instance or in violation of applicable law. Lessee shall obtain and maintain all required licenses and permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste in violation of applicable law.

10.33.1. Definitions. A “**release**” shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of Hazardous Substances. “**Hazardous Substances**” shall mean any hazardous liquid, solid, gaseous material, or waste substances listed by the Environmental Protection Agency or the State of California as a Hazardous Substance, and any type of petroleum-related substances and their chemical constituents.

10.33.2. Remediation. If Lessee’s occupancy, use, development, maintenance or restoration of the Premises results in a release of a Hazardous Substance, Lessee shall pay all costs of remediation and removal to the City’s satisfaction for unrestricted reuse of the Premises in accordance with all applicable laws, rules and regulations of competent governmental authority.

10.33.3. Removal. If Lessee or Lessee's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances onto the Premises, Lessee shall remove, or cause to be removed, all such Hazardous Substances from the Premises immediately upon or prior to the expiration or earlier termination of this Lease. City reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances from the Premises. Lessee shall pay any and all costs incurred by City to remove or cause the removal of such Hazardous Substances from the Premises.

10.33.4. Indemnity. Lessee shall protect, defend, indemnify and hold City harmless from any and all claims, costs and expenses related to environmental liabilities resulting from Lessee's occupancy, use, development, maintenance or restoration of the Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, Lessee's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

10.33.5. Notice of Release. If Lessee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or within the Premises, Lessee shall immediately notify City and any appropriate regulatory or reporting agency per California Code of Regulations Title 19 and any other applicable laws or regulations. Lessee shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If Lessee knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, Lessee shall take all actions necessary to alleviate the danger. Lessee shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

10.33.6. Environmental Assessment. Upon reasonable cause to believe that Lessee's occupancy, use, development, maintenance or restoration of the Premises ("**Lessee's Operations**"), resulted in any Hazardous Substance being released on, from or beneath the Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at Lessee's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by Lessee's Operations on, in, from or under the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by laws, rules and regulations

of competent governmental authority, or require future restricted re-use of the Premises, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws, rules and regulations, and estimates of the cost of such remediation or removal. Lessee shall cause, or if Lessee fails to do so within a reasonable period of time, as determined by City in its reasonable discretion, City may cause the remediation and/or removal recommended in the environmental assessment of Hazardous Materials caused by Lessee's Operations such that unrestricted re-use of the Premises and compliance with the laws, rules and regulations of competent governmental authority is achieved, and Lessee shall pay all costs and expenses therefor.

10.34 Utilities. Lessee shall order, obtain and pay for all water, utilities, and service and installation charges in connection with the operation of the Premises.

ARTICLE III

1.1 Entire Understanding. This Agreement contains the entire understanding of the Parties. Lessee, by signing this Agreement, agrees that there is no other written or oral understanding between the Parties with respect to the license for the Property and leasing of the Premises other than as set forth in this Agreement. Each Party has relied on its own examination of the Property, advice from its own attorneys, and the warranties (if any), representations (if any), and covenants set forth in this Agreement. The failure or refusal of any Party to read the Agreement, inspect the Property, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Agreement will be valid unless it is in writing and signed by all Parties.

1.2 Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Agreement is executed by City, acting by and through its Mayor or his designee, and by Lessee, acting by and through its lawfully authorized officer(s).

THE CITY OF SAN DIEGO, a California
municipal corporation

Date: _____

By: _____
Name: _____
Title: _____

[LESSEE NAME]

Date: _____

By: _____
Name: _____
Title: _____

*Approved as to form this _____
day of _____, 20__.*

MARA W. ELLIOTT, City Attorney

By: _____
Name: _____
Title: _____

EXHIBITS

Exhibit "A" – Property and Premises
Exhibit "A-1" - Legal Description
Exhibit "B" - Notice of License Commencement Date
Exhibit "C" - General Development Plan
Exhibit "C-1" – Master Leasehold Map
Exhibit "D" - Insurance Requirements
Exhibit "E" - Notice of Lease Commencement Date
Exhibit "F" – Prevailing Wage Requirements

Exhibit “A”

Property and Premises

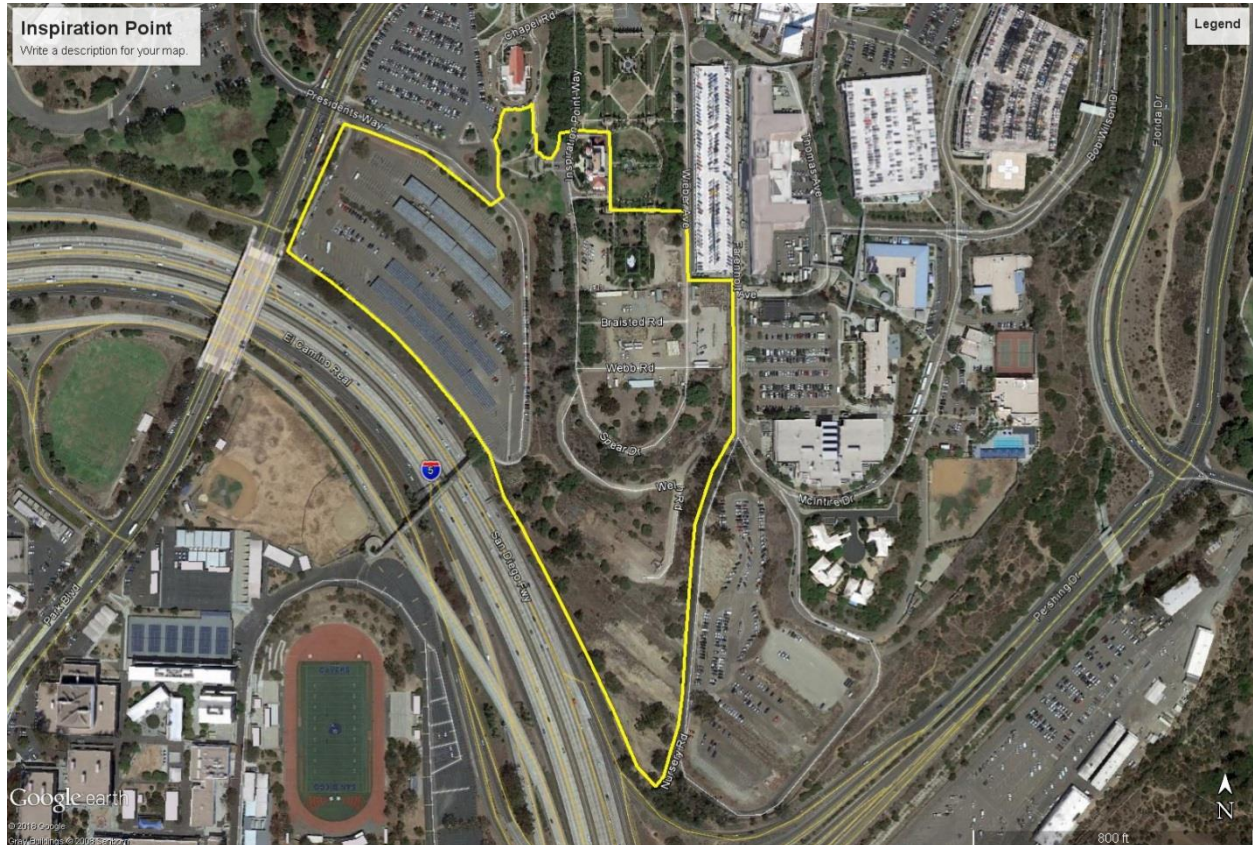


Exhibit “A-1”

Legal Description

[HOLD FOR LEGAL DESCRIPTION]

Exhibit “B”

Notice of License Commencement Date

[Date]

[Lessee]

[Lessee Address]

Reference: Notice of License Commencement Date

Dear [Lessee]

Pursuant to ARTICLE I, Section 2, Subsection 2.1 of that certain License and Lease Agreement (“Agreement”) entered into between the City of San Diego (“City”) and [Lessee] (“Lessee”), on file with the San Diego City Clerk as Document No. RR-_____, City is required to execute a Notice of License Commencement Date to memorialize the commencement of the License portion of the Agreement. Unless otherwise stated all defined terms shall have the same meaning as provided in the Agreement.

City hereby provides this Notice of License Commencement Date providing that the commencement of the License portion of the Agreement is _____.

Regards,

[Director of Real Estate Assets Department]

Exhibit “C”

General Development Plan

[HOLD FOR DEVELOPMENT PLAN]

Exhibit “C-1”

Master Leasehold Map

[HOLD FOR MAP]

Exhibit “D”

Insurance Requirements

Insurance. Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by contractor, his agents, representatives, employees or subcontractors.

Lessee shall provide, at a minimum, the following:

1. Types of Insurance. At all times during the term of this Agreement, the Lessee shall maintain insurance coverage as follows:
 - a) Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$5 million per occurrence and subject to an annual aggregate of \$10 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - b) Commercial Automobile Liability. For all of the Lessee’s automobiles including owned, hired and non-owned automobiles, the Lessee shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$2 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
 - c) Causes of Loss – Special Form Property Insurance. Lessee shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of Lessee’s insurable property related to the Allowed Uses of the Premises under this Permit or the Premises in an amount to cover 100 percent (100%) of the replacement cost. Lessee shall deliver a certificate of such insurance to CITY’s Real Estate Assets Department.
 - d) Workers' Compensation. For all of the Lessee's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Lessee shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Lessee shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

- e) Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limits no less than \$3 million per occurrence or claim, \$3 million aggregate.
- f) Pollution Liability. Covering losses, costs, expenses or damages from sudden and accidental environmental conditions created by the Lessee, its contractors and/or subcontractors, related to Lessee's performance of the Agreement or uses of the Premises with coverage of \$2 million per occurrence and \$4 million aggregate.

2. Self-Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

3. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this PERMIT or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

4. Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving Lessee thirty (30) days prior written notice. Lessee shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.

5. Accident Reports. Lessee shall immediately report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

6. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

Commercial General Liability Insurance Endorsements:

- a) ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its

respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

- b) PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Lessee's insurance and shall not contribute to it.

Workers' Compensation Insurance Endorsements:

- c) WAIVER OF SUBROGATION. The Workers' Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

Professional Liability:

- d) Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the Agreement or beginning of Agreement work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work. If coverage is cancelled or non-renewed, and not replaced with another claim made policy form with a Retroactive Date prior to the Agreement effective date, Lessee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Exhibit “E”

Notice of Lease Commencement Date

[Date]

[Lessee]

[Lessee Address]

Reference: Notice of Lease Commencement Date

Dear [Lessee]

Pursuant to ARTICLE II, Section 2, Subsection 2.1 of that certain License and Lease Agreement (“Agreement”) entered into between the City of San Diego (“City”) and [Lessee] (“Lessee”), on file with the San Diego City Clerk as Document No. RR-_____, City is required to execute a Notice of Lease Commencement Date to memorialize the commencement of the Lease portion of the Agreement. Unless otherwise stated all defined terms shall have the same meaning as provided in the Agreement.

City hereby provides this Notice of Lease Commencement Date providing that the commencement of the Lease portion of the Agreement is _____.

Regards,

[Director of Real Estate Assets Department]

Exhibit “F”

Prevailing Wage Requirements

By signing this Lease, LESSEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any work.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Lease is subject to State prevailing wage laws. For construction work performed under this Lease cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Lease cumulatively exceeding \$15,000, LESSEE, its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, LESSEE, its contractors and subcontractors shall ensure that all workers who perform work under this Lease are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego’s Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. LESSEE, its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Lease. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Lease in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Lease, each successive predetermined wage rate shall apply to this Lease on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Lease, such wage rate shall apply to the balance of the Lease.

2. Penalties for Violations. LESSEE, its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. LESSEE, its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. LESSEE shall require its contractors and subcontractors to also comply with section 1776. LESSEE, its contractors and subcontractors shall submit weekly certified payroll records online via the CITY's web-based Labor Compliance Program. LESSEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the CITY. LESSEE, its contractors and subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. LESSEE, its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. LESSEE shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. LESSEE, its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Contracts and Subcontracts. LESSEE shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861. LESSEE shall ensure its contractors shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. LESSEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Lease, LESSEE certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Lease."

8. Labor Compliance Program. The CITY has its own Labor Compliance Program authorized in August 2011 by the DIR. LESSEE shall withhold contract payments pursuant to the contract between LESSEE and LESSEE's contractors or subcontractors when payroll records are

delinquent or deemed inadequate by the CITY or other governmental entity, or it has been established after an investigation by the CITY or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By signing this Lease, LESSEE certifies that he or she has verified that all contractors and subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and LESSEE shall provide proof of registration for themselves and all listed contractors and subcontractors to the CITY at the time of execution of this Lease or upon request.

10. Stop Order. For LESSEE or its contractor(s) or subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor(s) or unregistered subcontractor(s) on ALL public works until the unregistered contractor(s) or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The CITY may ask LESSEE for the most current list of contractors or subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Lease at any time during performance of this Lease, and LESSEE shall provide the list within ten

(10) working days of the CITY's request. LESSEE shall notify CITY of any contractors or subcontractors, including their DIR registration numbers, which have not previously performed work on this Lease prior to said contractors or subcontractors performing work on this Lease. Additionally, LESSEE shall provide the CITY with a complete list of all contractors or subcontractors utilized on this Lease (regardless of tier), within ten (10) working days of the completion of the work authorized by this Lease, along with their DIR registration numbers. LESSEE shall withhold final payment to contractor(s) until at least 30 days after this information is provided to the CITY.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. LESSEE shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. LESSEE and its contractors will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the CITY, but will not be required to be submitted online with the DIR directly. LESSEE will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. LESSEE and its contractors shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

Attachment “F”

Work Force Report

[TO FOLLOW BEHIND THIS PAGE]

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: _____ Email: _____

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

_____, _____ hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this _____ day of _____, 20.____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Attachment “G”

City of San Diego Lessee’s Questionnaires for all Leases

CITY OF SAN DIEGO

**LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES**

Pursuant to the City of San Diego City Charter Section 225: “Mandatory Disclosure of Business Interests,” before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City’s Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed: _____, _____.

I declare under penalty of perjury under the laws of the State of California that the information furnished in and with this Questionnaire is true, complete, and correct.

Signature: _____

Title: _____

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub) Lessee exactly as it will appear on the actual tenancy document:

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

Telephone No.: _____ Fax. No.: _____

E-mail Address: _____

3. Billing Address (*only if different from Mailing Address*):

Telephone No.: _____ Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation ();

Limited Liability Company (); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): _____

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____
2. General Partnership (☐) Limited Partnership (☐)
Other (☐) Explain _____

3. Statement of Partnership recorded: Yes (☐) No (☐)

Date	Book	Page	County
4. Has the partnership conducted business in San Diego County?
Yes (☐) No (☐) If so, when? _____
If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____

5. The corporation is held:
a. Publicly () Privately ()
b. If publicly held, how and where is the stock traded?
- _____

- | 6. Please list the following: | <u>Authorized</u> | <u>Issued</u> | <u>Outstanding</u> |
|-------------------------------------|-------------------|---------------|--------------------|
| a. Number of voting shares: | _____ | _____ | _____ |
| b. Number of nonvoting shares: | _____ | _____ | _____ |
| c. Number of shareholders: | | | _____ |
| d. Value per share of Common Stock: | | Par | \$ _____ |
| | | Book | \$ _____ |
| | | Market | \$ _____ |

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____

Title: _____

Address:	<hr/>
	<hr/>
No. of Shares	<hr/>

Name: _____

Title: _____

Address: _____

No. of Shares _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment thereto, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect,

beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: _____
2. Where Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition.** The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No ()
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No ()
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each action.

4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
- a. Yes () No ()
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name	_____
Date of Birth	_____
Place of Birth	_____
Social Security Number	_____
Driver's License Number/State	_____
Home Address	_____

Previous Address	_____

Home Telephone No.	_____
Employer	_____
Occupation	_____
Business Address	_____
Business Telephone No.	_____
Business Fax No.	_____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____ Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

METHOD OF OPERATION

Please describe your proposed business operation on the Premises to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings on the paper.

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

[illegible]

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

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**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB) LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub) Leasehold interest(s).

[illegible]

Attachment "H"
Credit Information Request

I/We hereby request and authorize you to release to the City of San Diego for verification purposes, personal and business credit reports and information concerning the company/corporation/partnership and/or the officers and individuals listed below. That information may include but is not limited to:

Employment history dates, title, income, hours worked.

Banking (checking & savings) accounts of record.

Mortgage loan rating (open date, high credit, payment amount, loan balance, and payment)

Any information deemed necessary concerning a consumer credit report for my loan application.

This information is for the confidential use in compiling a credit report. A facsimile, photographic or carbon copy of this authorization (being a facsimile, photographic or carbon copy of the signature (s) of the undersigned), may be deemed to be equivalent of the original and may be used as a duplicate original.

1. Name of Applicant
(Please print or type)
Name of Business:
(If different from "applicant")
Telephone: ()
Name of Affiliated Business:
Telephone: ()
2. Name of Officer/Owner
Address for the last two years:
Social Security Number:
Signature:
3. Name of Officer/Owner:
Address for the last two years:
Social Security Number:

Signature: _____

CREDIT INFORMATION REQUEST

PLEASE PRINT

Date/Time: _____

COMMERCIAL CREDIT CHECK

1. Name of Business

2. Business Address

Number, Street, City, State, Zip Code

3. Phone Number

CONSUMER (PERSONAL) CREDIT CHECK

CONSUMER (PERSONAL) CREDIT CHECK

1. Name of Consumer

Last Name, First Name, Middle Initial

2. Consumer Address

Number, Street, City, State, Zip Code

3. Phone Number _____

4. Consumer Social Security Number ____ _/____ _/____ _

REAL ESTATE ASSETS DEPARTMENT INFORMATION

1. Requestor Name: _____
2. Job Order No. _____
3. Job Title: _____
4. Supervisor Approval: _____

CERTIFICATION

Contractor Standards – Pledge of Compliance

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