

HOUSING AGREEMENT

This HOUSING AGREEMENT ("Agreement") is made by and between THE CITY OF SAN DIEGO ("CITY") and DANIEL WALTERS ("OCCUPANT"), for the occupancy of residential property owned by CITY located at 5680 Genoa Drive, San Diego, California 92120 (the "Premises"), based upon the following facts:

A. CITY acquired the Premises as part of a settlement arising from damage caused by the failure of the slope underlying the Premises. CITY has caused the slope to be rehabilitated and the Premises are now available for occupancy.

B. OCCUPANT is an employee of CITY who was severely injured in the line of duty and has filed a Workers' Compensation claim.

C. CITY is renovating the Premises to meet OCCUPANT'S medical needs as agreed by CITY and OCCUPANT in a separate Work Specifications Agreement attached as Exhibit A.

D. To best meet OCCUPANT'S current and future medical needs, OCCUPANT and CITY have agreed to enter into this Housing Agreement to provide a medically appropriate primary residence for OCCUPANT for the duration of OCCUPANT'S life and in partial satisfaction of CITY'S Workers' Compensation obligations under California Labor Code section 4600 to provide "reasonable medical treatment to cure or relieve from the effects of the OCCUPANT'S industrial injury." However, should OCCUPANT choose to reside elsewhere, or require other housing to meet his medical needs, CITY may determine not to provide these Premises as an additional source of housing and this Agreement may terminate this Agreement, as set forth in this Agreement.

E. By virtue of this Agreement, OCCUPANT acknowledges and agrees that no relocation payment or advisory assistance in any form will be provided by CITY or sought by OCCUPANT as a consequence of occupancy of the Premises or the termination thereof.

NOW, THEREFORE, and based on the facts set forth above, CITY agrees to allow OCCUPANT to occupy the Premises and OCCUPANT agrees to occupy the Premises on the following terms and conditions:

1. **Use.** OCCUPANT shall use the Premises solely for the purpose of his principal residence. The Premises shall not be used at any time for any purpose other than as a private single family dwelling. In addition to OCCUPANT, the following persons may reside on the Premises: one (1) medically required caretaker; OCCUPANT'S spouse and/or children. Additionally, if medically required, residency may include

medically authorized nursing staff. OCCUPANT shall not allow any other person to occupy the Premises, other than short-term temporary visitors who are the relatives or friends of OCCUPANT, without the prior written consent of CITY. The terms and conditions of this Agreement shall apply to all residents on the Premises.

2. **Term.** This Agreement shall commence upon Mayor and City Council approval and upon the completion of the renovation of the Premises pursuant to the terms of the Work Specifications Agreement. This Agreement shall continue for as long as OCCUPANT resides in the home as his principal residence or until the Agreement is terminated by either party as set forth herein.
3. **Consideration.** The consideration for this Agreement is the partial satisfaction of CITY'S obligations to OCCUPANT under Workers' Compensation law, and OCCUPANT'S acceptance of housing under the terms of this Agreement as partial satisfaction of such obligations. OCCUPANT is not required to deposit funds with CITY as a term of this Agreement.
4. **Utilities.** OCCUPANT shall be responsible for arranging and paying for all utility services required on the Premises, and shall pay promptly when due all bills incurred during the term of this Agreement for utilities.
5. **Assignment and Subletting.** OCCUPANT shall not let or sublet the whole or any portion of the Premises, nor assign this Agreement or any rights under this Agreement to a third party without first obtaining the written consent of CITY. An assignment, sub-letting, or license without the prior written consent of CITY shall be absolutely null and void.
6. **Alterations.** OCCUPANT shall not make, cause, or allow any structural alterations to be made in or on the Premises without first obtaining the written consent of CITY. All alterations, changes, and improvements built, constructed, or placed on the Premises by OCCUPANT shall become the property of CITY and remain on the Premises at the expiration or earlier termination of this Agreement.
7. **Maintenance.**
 - a. **OCCUPANT'S Maintenance Obligations.** OCCUPANT shall keep the Premises, including its landscaping, in a neat, clean and orderly condition at all times during the term of this Agreement, including the watering of shrubs and lawn and the picking up of all trash and debris. If necessary, OCCUPANT shall retain services to provide landscaping or cleaning of the Premises at OCCUPANT'S expense. OCCUPANT shall be responsible for all cosmetic, decorative, and non-structural interior maintenance and repairs including, for example, interior paint, wall coverings, window glass, window blinds/coverings and flooring. OCCUPANT shall

be responsible for minor electrical and plumbing repair including sewer stoppages for the first \$300 of repair cost per occurrence and any damages beyond normal wear and tear from OCCUPANT'S use of the Premises.

OCCUPANT shall perform all such repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy and sanitary condition satisfactory to OCCUPANT and in compliance with all applicable laws. All applicable codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs, and replacements on the Premises.

b. **CITY'S Maintenance Obligations.** Except as otherwise provided in this Agreement, CITY shall maintain the structure on the Premises for the term of this Agreement including: doors, interior cabinetry, interior walls and ceilings, kitchen appliances, exterior porch lighting, major plumbing and electrical, exterior walls, roof, gutters, downspouts and rear patio. Where a repair is the responsibility of CITY, OCCUPANT shall notify CITY of the needed maintenance or repairs, and CITY shall, promptly arrange for such repairs and maintenance.

CITY shall perform all such repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy and sanitary condition satisfactory to CITY and in compliance with all applicable laws. All applicable codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs, and replacements on the Premises.

8. **Inspection of Premises.** CITY shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the Premises, and for the purpose of making or assessing the need for any repairs or alterations to the Premises.
9. **Animals.** OCCUPANT may keep a reasonable number of domestic pets, but not to exceed two dogs and three cats. OCCUPANT shall be responsible for any and all maintenance and repairs of damage to the Premises caused by animals.
10. **Waste; Compliance with All Laws.** OCCUPANT shall not permit debris, rubbish, garbage, junk, etc., to accumulate at any time; shall not allow inoperable vehicles to be parked on the property; shall not commit or suffer to permit any waste of said Premises or any acts to be done in violation of any laws or ordinances; shall not use or permit the use of said Premises for any illegal or immoral purpose; and shall comply with all applicable laws and local ordinances concerning these Premises and the use thereof.
11. **Nuisance.** The Premises shall not be used for any illegal purposes by OCCUPANT or any other persons; nor shall OCCUPANT create any nuisance as defined by law or allow any other persons to create such nuisance on the Premises. In the event of a

breach of this condition, City shall have the right to immediately terminate this Agreement.

12. **Indemnification.** This Agreement is made upon the express condition that CITY, its elected officials, officers, representatives, agents, and employees, are to be free from all liability and claim for damage by reason of any injury to any person or persons, including OCCUPANT, or property of any kind whatsoever and to whomsoever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon or in any way connected with the Premises during the term of this Agreement, including any extension. OCCUPANT agrees to indemnify, protect 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 OCCUPANT'S family, employees, invitees, guests, agents, or other third persons, which arise out of or are in any manner directly or indirectly connected with the use of the Premises, and all expenses of defending against same; provided however, that OCCUPANT'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents, and employees.

13. **Insurance.**

- a. OCCUPANT shall take out and maintain at all times during the term of this Agreement the following insurance at his sole expense:

- (1) **General Liability** insurance in the amount of not less than \$1 million (\$1,000,000.00) per occurrence. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or OCCUPANT or by authorized representatives of CITY or OCCUPANT on or in connection with the use of the Premises.

- b. OCCUPANT'S responsibility to maintain said insurance also includes the following:

- (1) **Additional Insured.** All insurance policies will name, as shown on a separate endorsement, "the CITY, its elected officials, officers, representatives, agents, and employees" as additional insureds, protect CITY against any legal costs in defending claims, and will not terminate without thirty (30) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on the execution of this Housing Agreement. A copy of the current insurance policy

will remain on file with CITY during the entire term of the Agreement. At least thirty (30) days prior to the expiration of each policy, OCCUPANT shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this Agreement.

- (2) **Modification.** CITY, at its discretion, may require the revision of amounts and coverages at any time during the term of this Agreement by giving OCCUPANT sixty (60) days prior written notice. CITY's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Premises. OCCUPANT also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Agreement.
- (3) **Accident Reports.** OCCUPANT shall report to CITY any accident causing more than Five Thousand Dollars (\$5,000) worth of property damage or any serious injury to persons on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.
- (4) **Failure to Comply.** If OCCUPANT fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage, CITY has the right to obtain the insurance. OCCUPANT shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by OCCUPANT on the first day of the month following the notice of payment by CITY.

14. Option to Purchase. OCCUPANT is hereby granted the option to purchase the Premises at any time during the term of this Agreement upon the following conditions:

- a. **Written Notice of Intent.** OCCUPANT shall provide CITY with a written notice of OCCUPANT'S intent to exercise his option to purchase the property at fair market value pursuant to the terms of this Agreement.
- b. **Fair Market Value.** Within sixty (60) days following OCCUPANT'S written notice of intent to exercise the option, CITY and OCCUPANT shall mutually

select an independent fee appraiser from a roster of real estate appraisers whose qualifications have been previously accepted by CITY to perform a fair market appraisal of the Premises. The cost of the appraisal shall be paid by OCCUPANT. The appraisal shall be based upon the highest and best use of the Premises at the time the appraisal is made regardless of any use restrictions in this Agreement. The appraisal completion date shall be the date of value for the appraisal, and the appraised value shall be the established purchase price for the anticipated transaction.

- c. **Notice to Proceed and Escrow.** Within thirty (30) days after the appraisal value date, OCCUPANT shall provide written notice to CITY of OCCUPANT'S intention to proceed with the purchase of the Premises based upon the established purchase price. Within thirty (30) days of receipt of OCCUPANT'S notice to proceed, CITY shall convey to OCCUPANT by deed deposited in escrow, title to the Premises, subject to all encumbrances, conditions, and restrictions, recorded and unrecorded, as may then exist with regard to the Premises. OCCUPANT agrees to pay into the escrow for the benefit of CITY, concurrently with the deposit of the deed by CITY, the purchase price as determined by the appraisal.
 - d. **Payment of Costs.** Escrow and title insurance costs shall be paid by OCCUPANT.
 - e. **Housing Agreement.** This Agreement shall remain in full force and effect until the close of escrow completing the conveyance of the Premises to OCCUPANT.
 - f. **Updating of Appraised Value.** If escrow does not close within sixty (60) days of the appraisal value date, the purchase price may be increased to fair market value as of the 61st day and as of the first day of each 30-day period thereafter until the close of escrow.
15. **Lease to Family.** Should OCCUPANT vacate the Premises for medical reasons for longer than sixty (60) days, or upon death, CITY may, at CITY'S option offer the Premises to OCCUPANT'S spouse and children for rent at the then current fair market value as agreed to by the parties or as determined by an independent fee appraiser selected from the CITY'S roster of real estate appraisers, and paid for by the prospective tenants. The term of the rental agreement shall be for not less than thirty (30) days on a month to month basis.
16. **Subsidence.** OCCUPANT acknowledges that the slope underlying the Premises has failed in the past and that reasonable measures have been taken to cure such failure. OCCUPANT further acknowledges that in connection with this Agreement,

OCCUPANT and OCCUPANT'S attorney have received and reviewed a copy of the report provided to CITY by Construction Testing & Engineering, Inc. ("CTE") detailing monitoring of the slope for subsidence at the Premises. OCCUPANT further acknowledges that CTE's report concludes that the land mass located below the Premises is currently stable and will continue to be stable, but that continued monitoring of the slope inclinometers is recommended through the rainy season to confirm CTE's opinions. CITY agrees to the continued monitoring of the slope until such time as CTE determines that such monitoring is no longer necessary. OCCUPANT agrees that CITY shall not be liable to OCCUPANT for any damages or injuries resulting from subsidence at the Premises.

17. Termination by City.

- a. If OCCUPANT defaults in the performance of any covenant or condition required by this Agreement or violates a term of this Agreement and fails to cure said default or violation within thirty (30) days following written notice thereof from CITY, or if any such default is not curable within thirty (30) days, and OCCUPANT fails to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion, or if any such violation is not curable; or
- b. If the Premises experience additional subsidence and all or part of the Premises are deemed unsafe for habitation in the sole judgment of CITY based upon the report or reports of engineers hired by CITY; or
- c. OCCUPANT fails or refuses to take out or maintain insurance as required in this Agreement or fails to provide the proof of insurance, whether or not CITY chooses to replace such insurance;

then CITY may, at its option, without further notice or demand upon OCCUPANT or upon any person claiming rights through OCCUPANT, immediately terminate this Agreement and all rights of OCCUPANT and of all persons claiming rights through OCCUPANT to the Premises or to possession thereof; and CITY may enter and take possession of the Premises. Provided, however, in the event that any default described in section 17.a. above is not curable within thirty (30) days after notice to OCCUPANT, CITY shall not terminate this Agreement pursuant to the default if OCCUPANT immediately commences to cure the default and diligently pursues such cure to completion.

In the event that this Agreement is terminated and OCCUPANT fails to vacate the Premises within thirty (30) days after receipt of a notice to do so from CITY, OCCUPANT agrees that CITY, or its authorized agents, may enter the Premises and remove all personal property from the Premises and in this event, OCCUPANT

waives any and all claims of damages against CITY, its agents or employees. Nothing herein shall be deemed a waiver of any rights of CITY to demand and obtain possession of said Premises in accordance with law.

18. **Termination by OCCUPANT.** OCCUPANT shall give CITY sixty (60) days advance written notice of OCCUPANT'S intention to move from or vacate the Premises, and upon such vacation agrees to leave same in as good condition as existed as of the day possession of the Premises was taken allowing for ordinary wear and tear incurred through normal usage during occupancy. OCCUPANT shall reimburse CITY for any damage done to the Premises caused by OCCUPANT's occupancy, other than that due to normal use.
19. **Attorneys' Fees.** Should it become necessary for CITY to commence legal proceedings to recover possession, or enforce any other provisions of this Agreement, the prevailing party shall be entitled to legal costs in connection therewith, including a reasonable sum as attorney's fees and costs as determined by the Court.
20. **Governing Law.** This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of California.
21. **Venue.** At the option of either party, venue of any action involving this Agreement may be in, or changed to the County of San Diego. Personal service either within or without the State of California shall be sufficient to give personal jurisdiction to any Court in which an action is filed for litigation of rights under this Agreement.
22. **Modification.** The terms of this Agreement may be amended or revised at any time by written memorandum signed by both OCCUPANT and CITY, and said memorandum shall become a part of the original Agreement and shall operate with the same force and effect as the original Agreement.
23. **Statutory Notice.** Effective July 1, 1999, California State Law (Civil Code Section 2079.10a) requires all residential leases and rental agreements for one to four dwelling units to contain the following notice:

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of section 290.4 of the penal code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900"

telephone service. Callers must have specific information about is not available through the "900" telephone service.

24. **Possessory Interest Tax.** OCCUPANT agrees to pay, before delinquency, all taxes, assessments, and fees levied upon OCCUPANT or the Premises, including the land and buildings, levied by reason of OCCUPANT'S activities related to the Premises. OCCUPANT recognizes and agrees that this Housing Agreement may create a possessory interest subject to property taxation, and that OCCUPANT may be subject to the payment of taxes levied on such interest, and that OCCUPANT shall pay all such possessory interest taxes. OCCUPANT further agrees that payment for such taxes, fees, and assessments will not reduce any obligations of OCCUPANT under this Agreement.
25. **Waiver.** CITY'S failure to require compliance with the conditions of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver of such condition or right.
26. **Notice.** 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 OCCUPANT at the PREMISES or at such other address designated in writing by OCCUPANT; and to CITY as follows:

City Manager
Attention Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

or to any attorney, trustee, or beneficiary, as applicable, at such appropriate address designated in writing by the respective party.

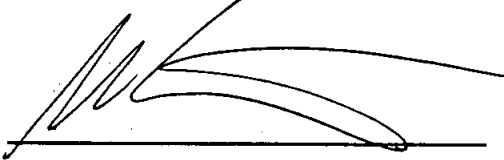
27. **CITY Approval.** The approval or consent of CITY, wherever required in this Agreement, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
28. **City Contact.** The primary CITY contact for any maintenance or repairs shall be the Real Estate Assets Department, 1200 Third Avenue, Suite 1700, San Diego, California 92101; 619-236-6020.
29. **Entire Agreement.** This Agreement and the Renovation Agreement constitute the entire agreement between CITY and OCCUPANT relating to OCCUPANT'S occupancy of the Premises, and supercedes any oral or written representations that may have been made by either party.

30. Signature Page.

IN WITNESS WHEREOF, this Housing Agreement is executed by CITY, acting by and through its City Manager, authorized pursuant to Resolution No. 8300343 adopted APR 18 2005 by the San Diego City Council, and by OCCUPANT.

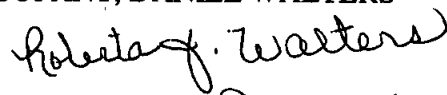
THE CITY OF SAN DIEGO

Date _____

By  _____

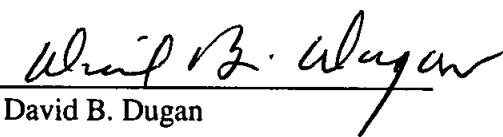
OCCUPANT, DANIEL WALTERS

Date 12-10-04

By 
P.O.A. for Daniel Walters
Daniel Walters

DAVID B. DUGAN, ATTORNEY AT LAW
Attorney for DANIEL WALTERS

Date 12-10-04

By 
David B. Dugan

APPROVED AS TO FORM AND LEGALITY ⁵
this 17th day of May, 2004.

MICHAEL J. AGUIRRE, CITY ATTORNEY

By 
Deputy City Attorney

CITY OF SAN DIEGO WORK SPECIFICATIONS AGREEMENT

This Work Specifications Agreement ("Agreement") is made by and between THE CITY OF SAN DIEGO ("City") and DANIEL WALTERS ("Occupant") for the on-site structural and non-structural changes of residential property owned by the CITY located at 5680 Genoa Drive, San Diego, California 92120 (the "Premises").

I. AGREEMENT

A. Purpose of Agreement. In preparation for Occupant's use of the Premises as set forth in the Housing Agreement between the parties and as part of the consideration for the Housing Agreement, City agrees to renovate and refurbish the Premises as set forth in this Agreement. The Scope of Work and specifications included in this Agreement have been reviewed and approved by Occupant prior to the execution of this Agreement and Occupant agrees that City shall not be required or obligated to provide and additional improvements to the Premises.

B. Term of Agreement. This Agreement shall commence upon its execution and shall continue until the completion of the renovation of the Premises as described in this Agreement (the "Project"), and in no event for more than one year, provided however that if the Housing Agreement is terminated for any reason, this Agreement shall also terminate.

C. General Provisions.

1. **Bid Process.** City shall retain the San Diego Housing Commission, by separate agreement, to solicit bids for the renovation work as described in this Agreement (the "Project"), select a licensed and insured contractor, and oversee the Project through its completion. The specifications included in this Agreement shall be included in the scope of work in the request for bids.

2. **Bid Specifications.** The specifications included in this Agreement shall be included in the scope of work for the request for bids and shall be the basis for the construction.

3. **Change Orders.** City and Occupant agree that every effort has been made to make the specifications and Scope of Work in this Agreement complete and comprehensive. For that reason, City and Occupant agree that any change orders to the construction contract for the Project will only be authorized by City if the change is necessitated by unforeseen circumstances discovered during construction, the requested change order and all preceding change orders total

less than 10% of the accepted bid for the original construction contract, and the requested change is necessary to complete the Project.

4. **Permits.** The selected Contractor shall be required to obtain all necessary permits for the Project, and to perform the work described in this Agreement to industry standards and in compliance with existing laws.

5. **"Or Equal."** A contractor may include in its bid substitute products equal to the specific products referenced in this Agreement. As part of the bid process, City shall require that complete information for substitute products equal to those specified be submitted by the Contractor with the bid. City shall, in its sole discretion or as delegated to the Housing Commission, determine whether such products are acceptable substitutes.

Modification. This Agreement may be modified only by a writing executed by both parties.

6. **Inspection and Acceptance of Work.** City shall exercise its sole discretion (and as City may delegate to the Housing Commission) in the inspection and acceptance of the Project.

7. **Modification.** This Agreement may be modified only by a writing executed by both parties

8. **Entire Agreement.** This Work Specification Agreement and the Housing Agreement constitute the entire agreement between City and Occupant related to City's structural and non-structural modifications of the Premises, and supercedes any oral or written representations that may have been made by either party.

9. **Limitation on Damages.** City and Occupant agree that Occupant's sole remedy for breach of this Agreement shall be the specific performance of the Agreement.

II. SCOPE OF WORK

SITE IMPROVEMENTS

1. **CONCRETE RAMP** - At front entry door, grade/form/ and pour new ramp.
 - * protect existing stucco walls, landscaping and other assets as much as practical throughout the process
 - * saw-cut existing driveway to accommodate approximate 10' ramp and remove concrete between driveway and landing
 - * pour over existing entry landing (min. 2") so that stoop is level with interior floor; demo riser edge of landing, if necessary to eliminate cracking potential
 - * from edge of landing, ramp to be rounded outwards and complement line of existing driveway

- * entire ramp (excluding stoop) to have a 4"x 4" curb on both sides that is tapered at driveway end
- * ramp to meet all ADA and code requirements
- * concrete thickness - minimum 3 1/2" thick (except at stoop)
- * concrete design strength - minimum 2000 psi @ 28 days
- * install rebar per industry standard
- * control joints to be provided every 4' and all corners with 1/2"x3 1/2" fiber felt expansion joint installed against stucco locations
- * edges are to be bullnosed, medium broom finish to be applied
- * provide for protection of work and proper curing of concrete after placement

2. **CONCRETE WALKWAY/RAMP** - From northwest corner of new decking to street sidewalk, grade/form/ and pour approximately 100 lin. feet of concrete walkway with ramp.

- * protect existing stucco walls, landscaping and other assets as much as practical throughout the process
- * remove existing walkway along north side of building and properly dispose of offsite (existing stoop at laundry room to remain)
- * grade area so that top of concrete will be at least 2-3" below foundation vents; remove any excessive dirt from premises
- * entire ramp and walkway up to jog at stoop is to have an outside 4"x 4" curb with an opening at northwest corner for water drainage
- * ramp to run along west side of office starting at edge of new ramp location and to have max. 1" in 12" slope
- * ramp to meet all ADA and code requirements
- * concrete dimensions - minimum 3 1/2" thick by 4' wide
- * concrete design strength - minimum 2000 psi @ 28 days
- * install welded wire per industry standard
- * control joints to be provided every 4' and all corners with 1/2"x3 1/2" fiber felt expansion joint installed every 20 feet
- * walkway to have minimum slope away from the building of 1/4" in 1 foot
- * accommodate/modify existing gutter downspouts as necessary
- * edges are to be bullnosed, medium broom finish to be applied
- * provide for protection of work and proper curing of concrete after placement

3. **WOOD DECKING** - From existing decking, install new decking to extend deck to south wall of office (approximately 300 s.f.).

- * new decking to be same width as north end of existing decking (approx. 12 ft.)
- * northwest corner of decking to be approximately 4' west of northwest corner of office to accommodate new ramp
- * regrade and remove any excessive dirt to provide min. 3" clearance under foundation vents
- * entire area to have positive drainage towards existing drains / new decking to accommodate existing drainage system
- * concrete footings to be 12"x12" with minimum 6" wood-to-earth clearance

- * remove approximately 10 ft. of existing railing at northeast corner of existing decking including 2"x8" face plate around perimeter
- * new decking to be flush with sliding door at south side of office
- * install railing on east and west sides of decking; new railing to match existing railing
- * new decking to be #2 Douglas Fir or better and to match existing deck in design, components and finish
- * use pressure treated wood for support members
- * stain and seal entire deck including existing decking with a quality sealer to match existing color as closely as possible

4. **TREE/STUMP REMOVAL** – At east side of garage, remove coral tree complete. Work to include removal/ grinding of stump to at least 12" below grade.
- * remove all debris from the premises
 - * protect structure and landscaping during removal process

EXTERIOR

5. **EXTERIOR DOOR** - At front entry, remove/replace existing door with a new solid core paint grade paneled door.
- * door to be 40" wide and 1 ¾" thick
 - * provide for reframing of opening and install complete new door jamb/locate door in center of wall
 - * repair stucco and drywall surfaces at interior and exterior
 - * include three new butt hinges, door bumper, and keyless electronic lock – Trilogy T2 by Alarm Lock (with levered handle) or equal
 - * install a heavy-duty hydraulic door closer Norton Power Adjustable Door Closer Model 8983 or equal
 - * weatherstrip door using vinyl weatherstripping, caulk as necessary to provide a weathertight seal
 - * prime and paint both sides and all edges of door to match existing trim color
 - * provide and install new low profile metal threshold with door shoe
 - * provide and install new peephole and door knocker
 - * install 8" high stainless steel kickplates on both sides of door
6. **LIGHT FIXTURE** – At exterior of front entry door, provide and install a compact fluorescent light fixture with photocell at existing ceiling light location.
- * remove existing fixture and store in garage
 - * new fixture to be min. 27 watt with warm white compact fluorescent lamp, clear diffuser and photocell override feature
 - * connect to existing wiring/switch
7. **ROOF REPAIR** – At west side of garage roof, provide and install section of flashing that is missing. New flashing to be properly sealed to prevent water infiltration. All work to be performed to industry standards.

8. **RETRACTABLE AWNING** – At exterior west end of living room, provide and install a retractable awning.
- * awning to be “American Made Awning” with motorized and radio-controlled remote or equal
 - * size of awning to be 16’ wide with 10’6” projection
 - * mount over roof covering at location to be determined
 - * provide electrical to code
 - * color of awning material to be determined
 - * website: www.americanmadeawnings.com
 - * phone: 800-789-1212
9. **DRIVEWAY REPAIR** – At joint between garage slab and driveway, remove as much felt as necessary and seal joint using “Deco-Seal” or equal.
10. **FOUNDATION ACCESS COVER** – At west side of master bedroom underneath decking, provide and install new foundation access cover. Cover to be made of CDX 5/8” plywood that is primed and painted on both sides and edges with a quality paint to match stucco color as closely as possible. Install exterior grade latch and hinges.
11. **SEWER LINE REPLACEMENT** – At sub area, remove and replace the cast iron sewer line.
- * remove and replace section of the existing sewer lateral underneath house to just outside of perimeter foundation with new ABS
 - * connect to existing ABS waste lines replacing any that have not already been replaced
 - * all work to be performed per code requirements

GARAGE

12. **WATER HEATER** - Remove and replace the existing water heater with a new AGA certified 50 gallon gas-fired water heater.
- * unit to have a minimum 5 year warranty/ provide warranty, copy of receipt and owner’s manual to City
 - * include new temperature relief valve with 3/4” drain line to exterior, hot/cold connections and 3/4” ball-valve type shut-off valve
 - * properly strap tank to wall(s) to prevent movement
 - * install new wood-framed pedestal with 3/4” CDX plywood top under heater (min. 18” high)
 - * provide/install new flue to code with vent cap
13. **GARAGE DOOR OPENER** - At existing overhead garage door location, provide and install a new Chamberlain “Power Drive” 1/2 HP screw drive or equal garage door opener.
- * install single wire push button control unit located at door to laundry
 - * include 2 remote control units
 - * repair existing electrical run to provide outlet at opener location

- * provide adequate framing supports for door opener as needed
- * install per manufacturer's recommendations and provide product manual and minimum 5 year manufacturer's warranty to City
- * product to have all required safety devices and to be properly installed/adjusted

SPECIALITY SYSTEMS

14. **SECURITY SYSTEM** – Provide for professional installation of home security system including:

- * system to be ADT Safewatch Essential Plus package or equal
- * provide control panel electrical outlet and telephone jack at location to be determined by installer and approved by City
- * remove existing system components visible at exterior
- * provide the following add-ons to the basic package:
 - * additional standard touch pad (to be located inside garage door)
 - * window and door sensors at all doors and windows
 - * 2 station intercom system (located at entry area and at master bedroom)
 - * outdoor siren with strobe
- * Contact Phone: 1-866-746-7238
- * Website: adt.com

15. **AIR FILTRATION** – At existing HVAC system, provide and install an in-duct electronic air cleaner.

- * work to include additional labor and materials necessary to complete the installation of existing heating system
- * air cleaner to be Peak Pure Air "Lakeair" model, or equal, to fit existing system
- * provide for electrical supply as needed
- * provide 2-year supply of carbon post-filter
- * website: PeakPureAir.net
- * phone: 866-253-1746
- * existing system: Payne – "Gamma" Model #373LAV060115 Series D
 - Serial #: 4094A20732
 - 115,000 BTU input
 - 94,000 BTU output
 - Production Product 373LAV060115ADJA

16. **HOME AUTOMATION** – Provide, install and connect home automation system as follows:

- * unit to be Quartet Technology, Inc. Simplicity Series All-In-One Plus or equal (contractor to provide submittal for any substitute proposed with bid)
- * include remote switch package, bed cable and (2) ability switches
- * contractor to interface system with existing systems (lights, phone, thermostat, automatic window coverings etc.)

- * contractor to provide follow-up assistance for interfacing with Mr. Walter's electronic components, bed etc. (contractor not responsible for compatibility of Mr. Walter's equipment with system)
- * replace existing central heating system thermostat with a system-compatible digital thermostat
- * new thermostat to be mounted 36"-39" above finished floor level
- * Contact telephone: (978)649-4328
- * Website: qtiusa.com

17. **AUTOMATIC SLIDING DOORS** – At existing aluminum sliding doors at master bedroom and office, remove existing doors and provide and install new automatic sliding doors as follows:

- * reframe openings as necessary to accommodate new doors
- * repair stucco and drywall damage as necessary
- * provide electrical supply as required per manufacture's specifications and code requirements
- * doors to be Stanley Dura-Glide 3000 Automatic Sliding Door System (7'0" door)
- * install wall mounted push plate switches at interior and exterior locations adjacent to door at location and height to be determined
- * see attached architectural details and specs which are hereby incorporated into these specifications
- * install retractable screen door system at both doors

18. **AUTOMATIC OPENING DOOR** – At existing master bedroom door, remove the existing door, reframe opening to accommodate 36" door and provide and install a new door with automatic door operator.

- * door to be 1 3/8" solid core slab door
- * install door with (2) 3 1/2" butt hinges and lever type lockable lockset including all hardware
- * paint both sides of door and all edges with one coat of primer and one coat of paint
- * automatic door operator to be Private Door "Solo" or equal
- * phone: 1-800-249-0674 / www.privatedoor.com

19. **CEILING LIFT** – At master bedroom location, provide and install a new ceiling lift

- * provide necessary electrical supply to new lift per system requirements
- * properly reinforce ceiling per manufacturer's specifications and code requirements
- * remove ceiling/wall drywall as necessary to complete reframing
- * repair ceiling/walls as necessary and install new drywall to match existing texture repaired areas to match adjacent walls/ceilings as closely as possible
- * lift system to be Voyager 550 Model #ALB2-4FB or equal
- * Phone: 866-465-4387 / www.planetmobility.com
- * system to include the following equipment:
 - * 9.8 ft. rail and brackets
 - * extra battery #A8200

- * charger pack #A8200
- * any additional equipment necessary for installation of unit and track
- * install tracking system at ceiling location to be determined per manufacturer's specification

GENERAL INTERIOR

20. **ELECTRICAL** – Provide for the following electrical modifications/repairs where indicated:

- * check entire electrical system to assure that all outlets, switches, fixtures etc. are functioning
- * upgrade system as necessary to accommodate new equipment being installed; all work to be performed per code requirements
- * install new coverplates on all outlets throughout structure where missing or damaged
- * all accessible switches throughout the house are to be lowered to 36-39" from finished floor level
- * replace switches being lowered with new rocker plate type
- * provide properly installed cable outlets at master bedroom and office
- * install telephone jacks at master bedroom, master bath, and office
- * install hardwire smoke detectors with battery back-up at both ends of hallway and inside each bedroom per manufacturer's recommendation
- * install hardwire carbon monoxide detector at middle of hallway per manufacturer's recommendation

21. **FLOOR COVERING** – Provide and install new floor covering. Type and color to be determined.

- * new floor covering to be installed throughout (except current hardwood flooring locations)
- * include cost of all floor preparation and toilet removal/replacement as part of bid
- * subfloor repairs are not a part of this bid unless specified in another item
- * remove and dispose of any existing floor covering
- * include purchase allowance of \$25.00 per square yard of material (including tax and underlayment)
- * all floor coverings being replaced are to be removed down to subfloor
- * at kitchen and bathroom locations, work to include installation of cove or other base; purchase allowance for material is \$1.25/lin. ft.

22. **WINDOW COVERINGS** – At all window openings and sliding glass doors throughout, provide for

installation of new window coverings as follows:

- * type of window covering(s) to be determined
- * at master bedroom, covering are to have electronic wireless controls
- * blinds, if selected, are to be inside mounted where possible

- * work to include removal of any old window covering or mounting brackets and repair of any damaged surfaces
 - * purchase allowance is \$25 per lin./ft. including tax per standard window opening, \$30 per lin./ft. for sliding doors and \$45/lin.ft. for electronic controlled openings
 - * new curtain rod, if selected, to be heavy duty draw-type with 2 1/2" projection
23. **INTERIOR PAINTING** - Prep and paint all previously painted surfaces throughout the interior following standard trade practices and Performance Specifications.
- * prior to painting repair/patch defects on damaged materials (wood, drywall, plaster, etc. to match existing as closely as possible.)
 - * texture walls/ceilings as necessary to provide a uniform surface
 - * work to include completion of finish work at living room fireplace
 - * apply paint per manufacturer's recommendations to ensure adequate coverage
 - * colors to be determined (max. three color/finish combinations)
 - * flat paint to be Frazee "Majestic" or equal
 - * semi-gloss paint to be Frazee "Mirro-Glide" or equal

KITCHEN/INFORMAL DINING ROOM

24. **ACOUSTIC CEILING REMOVAL** – At informal dining room location, provide for removal of existing acoustic ceiling.
- * contractor to assume materials contain asbestos and use certified worker(s) for removal process
 - * provide containment for area during removal process per requirements
 - * materials to be disposed of per federal/state/local requirements
 - * repair ceiling surface as necessary and prepare for new texture coat
25. **SOFFIT RECONFIGURATION** – At east side of kitchen, remove section of soffit that is perpendicular to wall and build new soffit extending along east wall to door opening at laundry.
- * new soffit to match existing in size, construction and finish
 - * mount new upper cabinets underneath new soffit
 - * modify any HVAC or other systems within soffit area as necessary
26. **DEMOLITION** – Throughout kitchen area, provide for demolition of the following components:
- * remove existing base and upper cabinets, countertops, trim work etc.
 - * remove all appliances
 - * all debris are to be removed from the premises
27. **DRYWALL REPAIR/TEXTURE** – Throughout kitchen/informal dining room area, repair all damage to the existing ceiling/wall drywall. Re-texture walls and ceiling throughout. Paint with one coat of primer prior to painting
28. **KITCHEN CABINET REPLACEMENT** – Provide and install new cabinets as follows:

- * install new cabinets in same basic configuration as existing with the exception of modifications noted below
 - * cabinets to be pre-finished stain grade with solid wood facings and doors
 - * cabinets to include toe-kick, finish molding and cutting board
 - * center new sink under existing garden window
 - * minimum entry width at south entrance to be 36"
 - * special features:
 - * toe kick to be minimum 8 1/2" at all base cabinets
 - * at east wall (north end of cabinets) end section to have raised countertop (36" from floor to bottom of countertop) with 36" opening where no base cabinet is installed
 - * sink base unit to be adaptable double door unit with removable front frame
 - * standard oven cabinet at north end of west wall to be modified for installation of smaller microwave unit
 - * City to approve layout prior to job start
29. **DUCTED RANGE HOOD** - At range location, provide and install new range hood.
- * new unit to have two speed fan, light and grease filter
 - * provide for new electrical run as required
 - * duct to exterior per code requirements / include roof vent, vent cap etc as necessary
 - * unit to be 36" wide, color to be white
 - * install under new upper cabinet and center over new range
30. **KITCHEN COUNTERTOP - LAMINATE** - At all base cabinets, provide and install new countertops.
- * countertops to be postformed plastic laminate countertops Formica Brand or equal with end strips and 4" back splash
 - * provide end splash where countertop abuts wall
 - * provide a sink cut-out centered over kitchen window location
 - * color and style of countertop to be determine
 - * seal at edges using a quality kitchen/bath caulking
31. **KITCHEN SINK** - At countertop cut out, provide and install the following:
- * sink to be 32"x22"x8" enamel on cast iron sink
 - * provide new drain lines, sink baskets, drains, trap, etc. with new ABS drain lines and metal sink baskets
 - * include set-up for garbage disposal and dishwasher
 - * caulk rim of sink with a quality kitchen/bath caulking
 - * wrap exposed pipes with insulation
32. **KITCHEN SINK FAUCET** - Provide and install new kitchen faucet.
- * new faucet to be a chrome on brass, single lever washerless unit, Moen "Chateau" or equal
 - * include replacement of hot and cold angle stops and supply lines

33. **GARBAGE DISPOSAL** - Provide and install a new garbage disposal.
- * new unit to 1/2 hp, U.L. listed
 - * unit to be "Insinkerator" or equal with 5-year warranty
 - * provide electrical connection and drain line connections: making any modifications necessary
34. **DISHWASHER** - At area to left of sink, provide and install a new dishwasher complete.
- * include all plumbing: air gap, supply line, waste line etc.
 - * include direct wired electrical installation
 - * unit to be Frigidaire GLD2250RD or equal (\$430 allowance including tax)
 - * color of panel to be white
35. **BUILT-IN MICROWAVE** - At west side pantry/type cabinet (north end where existing oven is located) provide and install a new built-in microwave.
- * new unit to be minimum 2 cubic foot, 1200 watt - Frigidaire GLMB209DS or equal (\$235 allowance including tax)
 - * color of unit to be white
 - * provide dedicated circuit and connect unit
 - * modify standard oven cabinet as necessary to accommodate microwave: all exposed framework to match new cabinets
 - * height of microwave to be determined
36. **FROSTFREE REFRIGERATOR** - At kitchen, provide and install new refrigerator.
- * new unit to be a white, side by side, frost free refrigerator with ice maker
 - * purchase allowance to be \$1,250 including tax
 - * provide dedicated circuit for refrigerator if not already installed
 - * provide water supply and angle stop; connect to icemaker with in-line filter
 - * contractor to provide for delivery, complete installation of unit and to provide City with warranty
37. **GAS RANGE** - At existing stovetop location, provide and install a new gas range
- * new range to be 30" wide gas unit with electronic ignition, four cooktop burners and integral oven (white)
 - * purchase allowance is \$650.00 including tax
 - * provide for installation of gas line to stove location per code requirements
 - * work to include new gas shut-off and flex supply line of adequate length to allow for cleaning
 - * contractor to provide for complete installation of unit and to provide owner with warranty and operation manual
 - * provide/modify existing electrical to provide standard outlet behind range

MAIN BATH

38. **VANITY** - Remove and replace the existing vanity/sinks with the 48" wide pre-finished vanity now located in master bath.

- * vanity to be centered on north wall
- * repair vanity as necessary to provide "like-new" condition
- * install new faucet - Moen "Chateau" one handle chrome with 4" centerset or equal
- * include new angle stops, supply lines and ABS drain lines
- * modify existing plumbing as necessary to accommodate new sink location; abandon (1) set of angle stops
- * modify existing electrical as necessary to accommodate new sink location; include GFI outlet mounted adjacent sink
- * caulk between walls and splash of vanity
- * seal all plumbing penetrations at wall

- R- 39. **PORCELAIN TUB** - At existing tub location, remove and replace the existing tub with a new porcelain on steel bath tub.

- * re-frame as necessary and install new green board on walls surrounding tub
- * remove/replace P trap complete with new ABS type
- * remove replace waste/overflow unit with new ABS/Brass type
- * connect to existing waste line
- * include new diverter valve with single lever handle with matching tub spout, "Moen "Chateau" (with posi-temp pressure balancing valve) or equal

40. **DRYWALL REPAIRS** - Throughout bathroom, provide for repairs to existing drywall caused by remodel work.

- * texture entire bathroom per City's choice of texture
- * paint walls and ceiling with (1) coat of primer before painting

41. **SIMULATED MARBLE TUB SURROUND** - At new tub location, provide for installation of a new tub surround.

- * surround to be custom-made (1)-piece simulated marble - acrylic shower liner
- * color to match vanity top as closely as possible
- * include standard soap dish
- * seal all edges and base with a quality caulking

42. **MEDICINE CABINET/LIGHT BAR** - Above new vanity, provide/install a new cabinet

- * cabinet to be 30"x 48" tri-view mirrored unit
- * cabinet to be surface mounted
- * doors to have 3/16" thick safety mirror
- * body to be wood to match vanity cabinet as closely as possible with min. three shelves
- * install a 48" matching light bar above cabinet
- * include electrical and separate switch at entry
- * purchase allowance for cabinet and light bar to be \$175

43. **BATHROOM ACCESSORIES** - Provide and install the following:

- * (2)24" polished aluminum heavy-duty towel bars with concealed mount chrome brackets
- * (1) chrome toilet tissue paper holder with concealed mounts and plastic roller
- * remove existing accessories and repair walls as necessary
- * location of accessories to be determined by City
- * allowance for accessories to be \$45 including tax

44. **BI-PASS SHOWER DOORS** - At new tub location, provide and install new sliding shower doors.

- * new unit to have two tempered glass doors, anodized aluminum frame, nylon faced rollers, and towel bar/handle
- * purchase allowance to be \$125 including tax
- * caulk track with tub and tile caulk

45. **BATHROOM VENTILATOR** - At existing ceiling location, remove and replace existing ceiling ventilator.

- * unit to be operated with separate switch located at entry door
- * new unit to be Panasonic Model FV07VQ2 or equal
- * include new ducting, vent cap, switch, electrical connections as necessary

HALLWAY

46. **LINEN CLOSET REMOVAL** - Adjacent to bedroom #1 door, completely remove existing linen closet.

- * remove all debris from the premises
- * repair any damage to walls and ceiling caused by removal / texture walls as necessary to match existing texture
- * install new base and other trim work to properly finish off area
- * piece-in section of carpeting/padding being removed from another room

47. **SAFETY MIRROR** - At corner of hallway, provide and install new security mirror to provide visibility around corner.

- * mirror to be 18" dome acrylic indoor safety mirror that permits 360 degree vision
- * mount to ceiling using manufacturer hardware and per manufacturer's recommendations

48. **SECURITY LIGHTING** - At hallway ceiling, provide and install new emergency lighting unit.

- * unit to be Model EL54FHW with fixed 5.4 watt lamps with V5 flame retardant thermoplastic housing/integral battery with 90 minute life, built-in test button
- * source: <http://4exits.com>
- * phone: 866-345-4837
- * install per manufacturers specification providing new electrical run per code

BEDROOM #3(Southeast)

49. **INTERIOR DOOR** - At existing door opening, remove/replace the existing door with a new 36" paint grade 1 3/8" solid core flush panel door.
- * reframe existing opening to accommodate wider door
 - * provide complete new door jamb
 - * include two new 3 1/2" butt hinges, door bumper and brass plated lever-handle privacy knobset
 - * prime & paint both sides and all edges of door
 - * install new casing and other trim as necessary for complete installation

MASTER BEDROOM

50. **CLOSET REMOVAL** - Provide for removal of existing closet as follows:
- * remove all components including track, clothes pole and shelves
 - * repair walls as necessary and texture to match adjacent surfaces
51. **WALL RELOCATION** -- Remove wall between master bath and master bedroom. Install new wall approximately 17" into the master bedroom.
- * install new drywall on both sides of wall, texture and prep for paint
 - * remove the existing door to the master bath and frame in opening
 - * provide new 36" bath entry at location to be determined on newly relocated wall
 - * provide and install new 36" solid core door at opening
 - * include new casing and base molding to match existing as closely as possible
52. **CEILING FAN** - Remove existing ceiling fan, modify electrical as necessary and repair ceiling to match adjacent surfaces as closely as possible.

MASTER BATHROOM

53. **DEMOLITION** - Throughout bathroom, remove all materials down to studs and bare floor.
- * include wing wall and soffit area
 - * keep existing glass block window
 - * vanity to be moved to main bath
 - * salvage existing toilet
 - * remove all other debris from the premises
 - * prepare all surfaces for installation of new components
54. **DRYWALL INSTALLATION** - At walls/ceiling throughout bathroom, provide for installation of new drywall.
- * drywall to be 1/2"
 - * attached with drywall nails / screws
 - * apply cornerbead, tape and three coats of compound, sand to smooth finish

- * texture to match surrounding areas
- * prepare and paint new drywall with (1) coat primer prior to painting
- * use greenboard in areas exposed to water

55. **ROLL-IN SHOWER** – At south end of bathroom, provide for installation of new roll-in shower.

- * shower to be Barrier Free – Roll In Shower Model 5LES7248B1B or equal
- * website: www.product-finder.net
- * Phone: 800-833-8735
- * install ½" plywood backing at all three walls including over glass block window
- * provide all rough and finish plumbing
- * provide and install new height-adjustable, hand held shower system including mixing valve – Temptrol II Model VSB563VXB30 (fiberfab.com)
- * seal edges of shower with a quality kitchen/bath caulking
- * install (2) 30" x 1.25" stainless steel grab bars and (1) 48" x 1.25" stainless steel grab bar at locations to be determined
- * include Sioux Chief brass drain

56. **TOILET RELOCATION** – relocate existing toilet and plumbing to north wall of bathroom.

- * provide new water supply, waste plumbing and venting per code requirements
- * install new wax ring, mounting bolts, angle stop, and supply line
- * rebuild flush mechanism to provide like-new operation

57. **WALL MOUNTED SINK** – At east wall location to be determined, provide and install a wall-mounted sink.

- * sink to be Mansfield 18"x20 ½" white china, high back lavatory with 4" centers or equal
- * install a height to be determined
- * provide all waste and water supply rough and finish plumbing including angle stops and supply lines
- * reframe wall as necessary to provide proper mounting surface for sink
- * install new faucet – Moen "Chateau" one handle chrome with 4" centerset or equal
- * wrap exposed waste plumbing with insulation

58. **MEDICINE CABINET** – At west wall location to be determined, provide and install a new recess-mounted medicine cabinet.

- * cabinet to be stainless steel 16"x26" mirrored with full stainless steel piano hinge (Maintenance Warehouse Item # 404425 or equal)
- * height of cabinet to be determined

59. **SHELVES** – At northeast and northwest corner of bathroom on both sides of toilet, construct new corner shelves.

- * shelves to be triangular in shape with a front width of 18"; (4) shelves at each corner
 - * shelves to be constructed of min. 1" wood material
 - * mount to wall using stainless steel/galvanized metal channel
 - * paint shelves with 1 coat primer and one coat quality paint
60. **MIRRORS** – At wall above new sink, provide and install a new 16"x24" mirror.
- * mirror to be mounted at an angle to provide proper view by Mr. Walters
 - * mirror to be 3/16" thick plate glass with stainless steel chrome frame and corrosion resistant galvanized steel back surface
 - * use wood frame with angled side members and install 3/8" plywood over frame to provide surface on which to mount mirror
 - * properly finish materials used for framework to seal against moisture
 - * install a wall-mounted accordion arm mirror to right of angled mirror
 - * accordion mirror to have a min. 20" extended length with a 7" diameter mirror
 - * finish of mirror to resist moisture
61. **HEATER** – At location to be determined, provide and install a new wall-mounted electric heating unit.
- * heating unit to be Cadet Com-Pak Twin Fan Forced wall heater, 165 CFM with thermostat (Maintenance Warehouse #257450 or equal)
 - * provide electrical supply per code requirements
62. **BATHROOM ACCESSORIES** – Provide and install the following:
- * (2)24" polished aluminum towel bars with concealed mount chrome brackets
 - * (1) chrome toilet tissue paper holder with concealed mounts and plastic roller
 - * remove existing accessories and repair walls as necessary
 - * purchase allowance to be \$45 including tax for all accessories
63. **BATHROOM VENTILATOR UNIT** At bath ceiling, provide and install new ceiling ventilator.
- * new ventilator to be operated using a separate switch
 - * unit to be "Nutone" Model 8832SA (80 CFM) or equal
 - * include new ducting, vent cap, and electrical connections
64. **EMERGENCY TELEPHONE** – At location to be determined on bathroom wall, provide and install a hands-free emergency telephone unit.
- * unit to be Ceeco Model SSP-571-D-ADA hands-free panel telephone equipped with SPF1.07 UNVLR1 Firmware and ADA feature or equal
 - * provide electrical supply and phone line connection
 - * programming of phone to be included
65. **LIGHT FIXTURE** – At wall above mirror location, provide and install new light fixture.
- * new fixture to be 4-light strip fixture including 60 watt soft white bulbs
 - * provide electrical run with separate switch at door entry

III. SIGNATURES

In WITNESS WHEREOF, this Work Specifications Agreement is executed by City, acting by and through its City Manager, and by Occupant.

THE CITY OF SAN DIEGO

Date 6/2/05

By [Signature]

OCCUPANT, DANIEL WALTERS

Date 1/22/2005

By [Signature] P.O. Agent Daniel Walters
Daniel Walters

DAVID B. DUGAN, ATTORNEY AT LAW
Attorney for DANIEL WALTERS

Date 1-22-2005

By [Signature]
David B. Dugan

APPROVED AS TO FORM AND LEGALITY ⁵
this 3rd date of June, 2004.

MICHAEL J. AGUIRRE, CITY ATTORNEY

By [Signature]
Deputy City Attorney

Addendum #1
5680 Genoa Drive
1-24-05
Additional Specifications

20. **ELECTRICAL SERVICE PANEL** - At existing panel location, remove and replace the existing panel.
- * install a new 200 amp, single phase, three wire, surface mounted combo panel
 - * add new circuits as needed to provide for balanced electrical load and to accommodate new equipment
 - * utilize existing service head, hub etc.
 - * all work is to be per code requirements
- 53 **GLASS-BLOCK WALL REMOVAL** - At south wall of master bathroom, remove existing glass-block and frame-in wall. Remove the drywall soffit over the tub area and re-frame as necessary.
- * install new 3'0"x1'0" opaque glass aluminum window high on south wall to match color and style of existing windows
 - * new window to be plumb, level and carry a min. 5 year factory warranty, "Windowmaster" or equal
 - * window to include screen, all hardware, locking mechanism
 - * caulk all joints after installation
 - * repair exterior stucco surface defects with trade standard materials
 - * fogcoat repairs to blend in as much as possible
 - * color and texture to match existing as closely as possible

RESOLUTION NUMBER R- 300343

ADOPTED ON APR 18 2005

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
DIEGO AUTHORIZING THE CITY MANAGER TO EXECUTE
A HOUSING AGREEMENT WITH A POLICE OFFICER
SEVERELY INJURED IN THE LINE OF DUTY

WHEREAS, in 1995, the City acquired property at 5680 Genoa Drive in Del Cerro as a result of a break in a street storm drain that caused the failure of the hillside to the rear of the property; and

WHEREAS, the City repaired the drain and stabilized the hillside;

WHEREAS, the City and the engineering contractor employed by the City deemed that the slope was stable and then released the house for occupancy; and

WHEREAS, in 2003, City Police Officer Daniel Walters was severely injured in the line of duty; and

WHEREAS, as a result of that injury, the City's Risk Management Workers Compensation Division is obligated to provide Daniel Walters with special needs living accommodations; and

WHEREAS, the City is renovating the house on 5680 Genoa Drive to meet Daniel Walters' medical needs as outlined in a separate Work Specifications Agreement; and

WHEREAS, the City proposes to offer the house to Daniel Walters for the remainder of his life at no rent in partial satisfaction of the City's Workers' Compensation obligations;

NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the City Manager is authorized to execute, for and on behalf of the City of San Diego, a Housing Agreement with Daniel Walters for the occupancy of City-owned residential property located at 5680 Genoa Drive in San Diego, under the terms and conditions set forth in the Housing Agreement on file in the office of the City Clerk as Document No. RR- 300343.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Elisa A. Cusato
Deputy City Attorney

EAC:nda
04/11/05
Or.Dept:READ
R-2005-1063
MMS#1748

Passed and adopted by the Council of San Diego on April 18, 2005 by the following vote:

YEAS: **PETERS, ZUCCHET, ATKINS, YOUNG, MAIENSCHIN, FRYE, MADAFFER, INZUNZA, MAYOR MURPHY.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

AUTHENTICATED BY:

DICK MURPHY
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

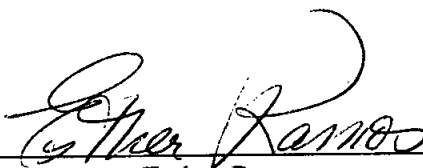
(SEAL)

By: Esther Ramos, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. **R- 300343** passed and adopted by the Council of The City of San Diego,
California on April 18, 2005.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy
Esther Ramos

REQUEST FOR COUNCIL ACTION

1. CERTIFICATE NUMBER:

CITY OF SAN DIEGO

TO:

CITY ATTORNEY

2. FROM: (Originating Department)

REAL ESTATE ASSETS DEPARTMENT

3. DATE

March 21, 2005

4. SUBJECT:

RESIDENTIAL HOUSING AGREEMENT

5. FOR INFORMATION CONTACT: (NAME & MAIL STA.)

Madison Wiggins/Dave Martens

51A

6. TELEPHONE NO

(619) 236-6733/236-6066

7. CHECK HERE IF BOX 1124 "DOCKET SUPPORTING INFORMATION" HAS BEEN COMPLETED ON PAGE 2.



8.

COMPLETE FOR ACCOUNTING PURPOSES

FUND

DEPT

ORGANIZATION

OBJECT

JOB ORDER

C.I.P. NO.

AMOUNT

9. ADDITIONAL INFORMATION / ESTIMATED COST:)

Cost: No cost to City

Fiscal Impact: None with this action.

Job: 223526

cc: Dept. Docket Clerk

Thomas Guide Page: 1250 C-7

10.

ROUTING AND APPROVALS

ROUTE	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
X	Department Director	<i>[Signature]</i>	3/22/05	X	CITY MANAGER HERRING	<i>[Signature]</i>	4/6/05
X	P&SE/EAS	<i>[Signature]</i>	3/23/05	X	AUDITOR	<i>[Signature]</i>	4/6/05
X	EOCP	<i>[Signature]</i>	3/23/05	X	CITY ATTORNEY	<i>[Signature]</i>	4/11/05
X	RISK MGMT.	<i>[Signature]</i>	3/24/05	X	ORIGINATING DEPARTMENT	<i>[Signature]</i>	4/12/05
X	FINANCIAL MGMT.	<i>[Signature]</i>	4/6/2005		MGR. DOCKET COORD. _____ COUNCIL REP. _____ ☐ CONSENT ☐ ADOPTION ☐ Refer to _____ ☐ Date _____		

11. PREPARATION OF:



RESOLUTION(S)



ORDINANCES(S)



AGREEMENT(S)



DEED(S)

Authorizing the City Manager to execute a Housing Agreement between the City and Daniel Walters for a single-family residence located at 5680 Genoa Drive, San Diego, CA 92120. Consideration to the City for this Housing Agreement is the partial satisfaction of the City's obligation to the occupant under Workers' Compensation law. This agreement shall continue as long as the occupant resides in the home as his principal residence, until the agreement is terminated by either party, or upon occupant's purchase at fair market value.

11a. MANAGER'S RECOMMENDATION:

Adopt the resolution.

COUNCIL DISTRICT: 7

COMMUNITY AREA: Del Cerro

ACTION REQUESTED BY: Real Estate Assets Department Director

DESCRIPTIVE LOCATION: 5680 Genoa Drive, San Diego, California 92120

APPRAISAL: A market study performed by staff has determined a fair market monthly rent in the range of \$1,800 to \$2,200.

ENVIRONMENTAL ASSESSMENT: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301 Class 1, Existing Facilities.

HANDLING: **DO NOT RECORD.** Return documents to Real Estate Assets Department, Attention: Dave Martens, M.S. 51A, for further handling.

DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

DATE March 21, 2005

SUBJECT

RESIDENTIAL HOUSING AGREEMENT

BACKGROUND: In 1995 the City acquired the property at 5680 Genoa Drive in Del Cerro as a result of a break in a street storm drain that caused a failure of the hillside to the rear of the property. The City has repaired the drain, stabilized the hillside and has been monitoring earth movement since May 2003. The City and engineering contractor employed by the City deemed the slope stable, and released the house for occupancy in July 2004. In 2003 a City-Police Officer sustained catastrophic injuries while on duty. As a result of that injury the City's Risk Management Workers Compensation Division is obligated to provide special needs living accommodations, and proposes to offer the house to the employee for the remainder of his life at no rent in lieu of other more costly options. The City could place the employee in a full care facility at an estimated monthly cost of \$21,900 or use the City property and modify the structure for the special needs accommodations for a one-time payment of \$156,480 and monthly cost between \$4,638 and \$8,358 over the life of the claim for nursing and housekeeping. Based on the officer's estimated life span of 22 years, the Risk Management Department proposes to save between \$3,418,608 and \$4,400,688 by modifying the City property to accommodate the officer's needs. The special needs include but are not limited to special equipment for mobility and daily living, modifications for home safety and ADA compliance. The terms of the proposed agreement are as follows:

LOCATION: 5680 Genoa Drive, San Diego, California 92120

TERM: For the life of the employee, with option to purchase by employee at fair market value, or until termination by either party.

IMPROVEMENT MAINTENANCE: Employee shall be responsible for all interior non-structural maintenance including minor electrical and plumbing repairs, damages beyond normal wear and tear and all exterior landscape maintenance. The City shall maintain the structural components, major electrical and plumbing service.

RENT: The consideration for this agreement is the partial satisfaction of a claim under Workers' Compensation law between the employee and the City. Current monthly market rent is estimated between \$1,800 and \$2,200. The officer will not be charged rent.

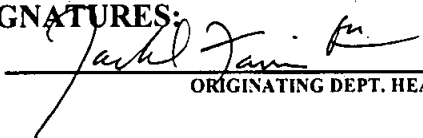
FISCAL IMPACT: There is no cost associated with the Housing Agreement itself; renovations to the home and ongoing medical expenses will be funded from the Workers' Compensation Fund in accordance with Workers' Compensation laws.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/Author Initials)

HERRING:Griffith:DCM

Job: 223526

SIGNATURES:

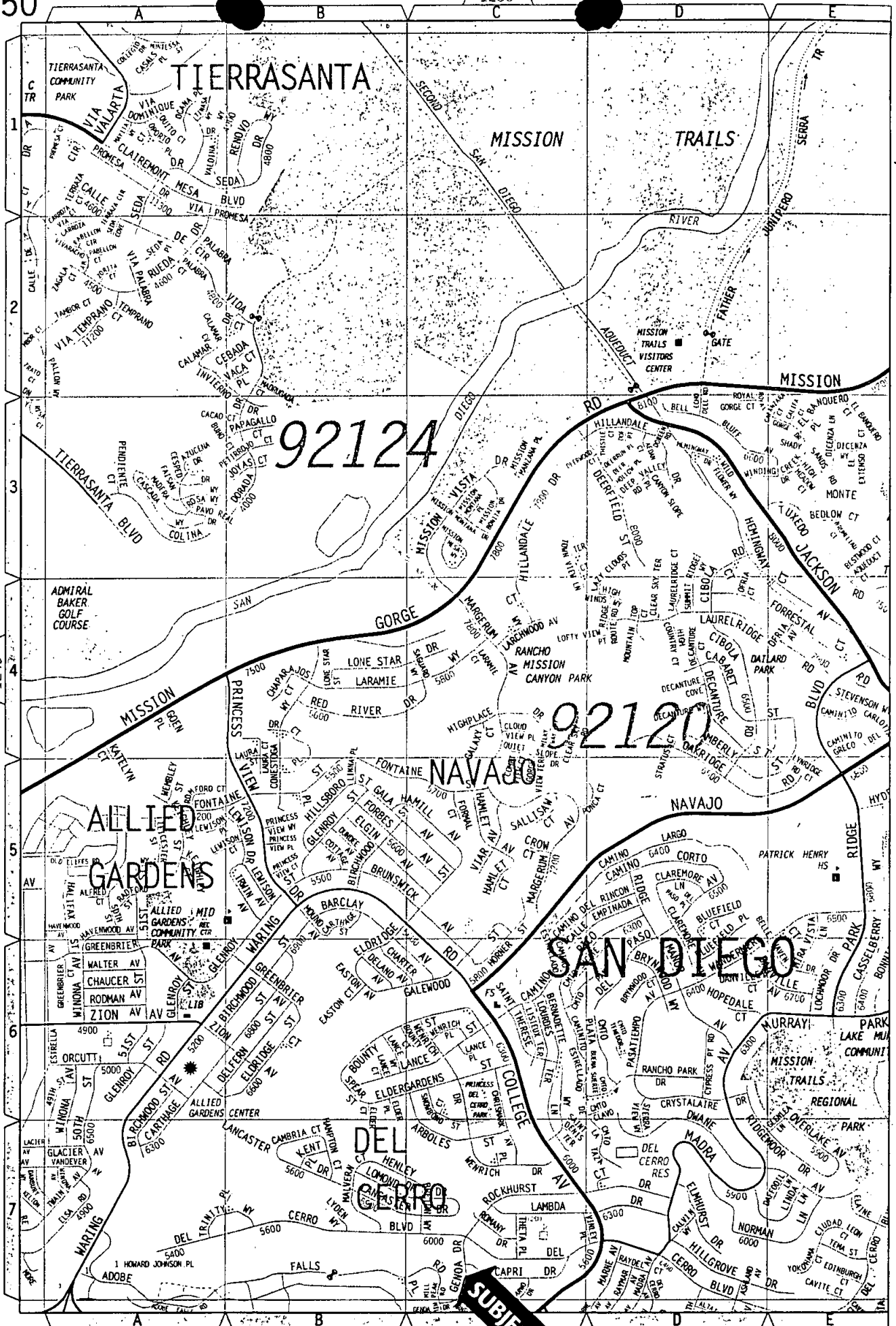

ORIGINATING DEPT. HEAD


CITY MANAGER:

(FOR MANAGERIAL DEPARTMENTS ONLY)

SAN DIEGO CO.

SEE 1249 MAP



92124

92120

SUBJECT

BUILDING CONSTRUCTION CONTRACT

THIS AGREEMENT is made by and between City of San Diego, hereinafter called the City, and Grondin Construction, Inc. hereinafter called Contractor, License No. 741287, whose address is 7919 Silverton Ave #419 San Diego, CA 92126. IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Agreement to Construct.** Contractor agrees to construct and complete, in a good, workmanlike manner, furnishing all labor, materials, tools and equipment, the work outlined in the "Work Write-Up" (Attachment A of this contract) upon the following described real property: 5680 Genoa Drive San Diego, CA 92120, hereinafter referred to as "Work".

2. **Compliance with Law.** Unless otherwise specified in this contract, the Work is to be constructed and completed in strict conformance with the Work Write-Up and Performance Specifications (Attachment B of this Contract) prepared by the San Diego Housing Commission's Housing Finance & Development Rehabilitation staff, hereinafter referred to as the Staff. The structure is also to be constructed and completed in strict compliance with the laws, ordinances, rules and regulations of competent public authority, and Contractor is to apply for and obtain all required permits, paying all fees therefore, and all other fees required by such public authority.

3. **Cost.** In consideration of the covenants and agreements hereof being strictly performed and kept by Contractor, including the supplying of all labor, materials and services required by this Contract, and the construction and completion of the Work, the City agrees to pay to Contractor the sum of \$156,480.00, in installments per the "Cost Breakdown" (Attachment C of this contract) or in one lump payment as agreed upon at the completion of the project. Progress payments shall not be withheld unless:

- A. Work is defective and not remedied;
- B. Contractor does not make prompt and proper payments to subcontractors;
- C. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished Contractor; or
- D. Claims or liens are filed on the job.

4. **Defects During Construction.** The payment of the progress payments shall not be construed as an absolute acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious to anyone not experienced in construction work, but the entire work is to be subject to inspection and approval of the City as to defects not obvious upon inspection during the progress of the work, at the time when it shall be claimed by the Contractor that the contract and work is completed. The City, however, shall exercise all reasonable diligence in discovering and reporting to the Contractor, as the work

progresses, all materials and labor which are not satisfactory to the City, so as to avoid unnecessary trouble and cost to the Contractor in making good defective parts; otherwise, any objection thereto shall be deemed to have been waived.

5. Mechanic's Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of said structure and will hold the City as the owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including but not limited to, court costs and attorney's fees resulting or arising therefrom. Should any liens or claims of liens be filed for record against the property, or should City receive notice of any unpaid bill or charge in connection with the Contractor's work under this Agreement, Contractor shall forthwith pay and discharge the same and cause the same to be released of record.

6. Plans and Specifications. The specifications of the Work Write-Up and plans, if any, are intended to supplement each other, so that any works exhibited in one and not mentioned in the others are to be executed the same as if they were mentioned and set forth in each.

7. Staff Responsibilities. Staff shall be available to assist and advise the City, but neither Staff nor Program shall be a party to this agreement, nor shall either bear any liability in its completion or non-completion.

8. Change Orders. No changes or extra work shall be made in the work to be performed pursuant to this Contract except by written change order signed by the City, Contractor and Staff.

9. Delays. The time during which the Contractor is delayed in the Work by (a) the acts of the City or its agents or employees or those claiming under agreement with or grant from the City; or by (b) the Acts of God which the Contractor could not have reasonably foreseen and provided against; or by (c) stormy or inclement weather which necessarily delays the work; or by (d) any strikes, boycotts or like obstructive actions by employees or labor organizations or unavailability of materials, which are beyond the control of Contractor and which Contractor cannot reasonably overcome, shall be added to the time for completion as provided for in this agreement.

10. Utilities. While this Contract is in force, the City shall permit Contractor the use of existing utilities including light, heat, power and water to carry out and complete the Work, and shall cooperate with Contractor to facilitate the performance of the Work. Bathroom use shall be permitted as documented in the Pre-Construction Agreement (Attachment D to this contract).

11. Mediation.

11.1 Mandatory Non-Binding Mediation. If a dispute arises out of, or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through normal Contract negotiations, the parties agree to first endeavor to settle the dispute in an

amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

11.2 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the American Arbitration Association (AAA) or any other agreed upon mediator. To initiate mediation, the initiating party shall serve a Request for Mediation on the opposing party. If the mediator is selected from a list provided by AAA, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.

If AAA is selected to coordinate the mediation (Administrator), within ten (10) working days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following: a copy of the list of the preferred Mediators listed in preference order, after striking any Mediators to which they have any factual objection, and, a preference for available dates. If the parties agree not to use AAA, then a mutually agreed upon mediator, date and place for the mediation shall be agreed upon.

The Administrator will appoint or the parties shall agree upon the highest, mutually preferred, Mediator from the individual parties' lists who is available to serve within the designated time frames.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed.

All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position. The parties may agree to exchange any information they deem necessary.

Both parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

Any resultant agreements from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in

writing, by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

11.5 Dispute Resolution Board. If mediation is unsuccessful in settling the dispute and if both parties agree, a non-mandatory dispute resolution board process may be used. The parties may impanel a Dispute Resolution Board (DRB) and the DRB process shall be conducted in accordance with the City's Alternative Dispute Resolution Process, utilizing board members who are individuals who have expertise in construction. The selection process shall be administered by the American Arbitration Association, or any other such neutral organization selected by the City, hereinafter called the "Administrator". Claims made for \$60,000 or less shall be heard by one (1) DRB member and claims for more than \$60,000 shall be heard by three (3) DRB members.

To initiate the DRB procedures, the parties shall jointly execute and file a "Submission to Dispute Resolution Board Procedures" request with the Administrator. Upon receipt by the Administrator of the submission form, the Administrator shall furnish to the parties a list of individuals skilled in dispute resolution and having expertise in construction from which to select the Dispute Resolution Board. Within ten (10) working days from the date the list is sent to the parties, the parties shall return the list to the Administrator, striking any individuals to which the parties have any factual objections and numbering the remaining in preference order. The Administrator shall appoint the highest mutually preferred individuals to the DRB that are available to serve in the time frame designated above.

11.6 Dispute Resolution Board Costs. The costs for all DRB hearings and proceedings, which includes those of either the one (1) person or three (3) person boards hearing the dispute, will be shared equally by both parties. Fees shall be jointly negotiated by both parties directly with the DRB Administrator.

11.7 Conduct of Dispute Resolution Board Hearings. DRB hearings shall be informal and discovery shall not be permitted. The parties may agree to exchange any information they deem necessary. Each party shall have a maximum of two (2) hours for presentation, unless otherwise agreed upon. Outside experts, including attorneys, may address their specialty if the opposing party is notified in advance. Each party will be given full opportunity to present its views and supporting information, including documents, drawings, or other pertinent material. All such evidence and displays shall be considered confidential and shall be retained by the presenting party. Discussions or admissions during DRB discussions shall be considered as part of privileged settlement discussions, without prejudice to any party's legal position.

Any resultant agreements from a DRB Hearing shall be documented, in writing, by both parties. All DRB results and documentation, by themselves, shall be non-binding and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. DRB members shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

Within ten (10) working days after the hearing, the DRB will make its recommendation, in writing, for resolution of the dispute to all parties. The DRB will strive for consensus and unanimity in its decision making. If such is unattainable, however, separate written recommendations may be made as majority or minority reports.

12. **Salvage.** Upon the completion of the Work the Contractor agrees to remove all debris and surplus materials from the City's property (including under area of structure) and leave the property in a neat and broom-clean condition. Materials and equipment that have been removed and replaced as part of the Work shall belong to Contractor unless otherwise specified in writing.

13. **Assignment.** The Contractor shall not assign or transfer this Contract without first obtaining the written consent of the City.

14. **Unsatisfactory or Incomplete Performance.** Should Contractor, at any time during the progress of the Work, refuse or neglect to supply sufficient material or workers for the expeditious progress of the Work, the City may, upon giving three days' notice in writing to Contractor by registered mail (a copy of which shall be furnished to the Designated Project Manager for the San Diego Housing Commission), provide the necessary material and workers to finish the work and may enter upon the premises for such purpose and complete the Work, the expense thereof shall be deducted from the contract price, or if the total cost of the Work to the City exceeds the contract price, Contractor shall pay to the City upon demand the amount of the excess in addition to any and all other damages to which the City may be entitled. In such event, the City may take possession of all materials and appliances belonging to Contractor upon or adjacent to the premises upon which the Work is being performed and may use the same to complete the Work.

15. **Liability for Damages.** The Contractor shall not be responsible for any damage occasioned by the established active negligence, sole negligence, or willful misconduct of the City, its agents, officers and employees, Acts of God, earthquake or other causes beyond the control of Contractor, unless otherwise herein provided or unless Contractor is obligated by the terms hereof to provide insurance against such hazard or hazards. However, Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees and other persons doing work under any contract with Contractor and shall indemnify the City for any damages or claims arising out of such acts or omissions.

16. **Final Payment.** The City shall make final payment to Contractor at Completion Walk-Through Certification, if the contract is at that time fully performed, and if Contractor has delivered to the City a complete release of all liens arising out of the Contract herein, or receipts in full covering all labor, materials and equipment for which a lien could be filed. The City, by making final payment, waives all claims except those arising out of:

- A. Faulty work appearing after substantial completion has been granted;
- B. Work that does not comply with the Contract documents, to which the City has not consented;

- C. Outstanding claims of lien; or
- D. Failure of Contractor to comply with any special guarantees required by the Contract documents.

Contractor, by accepting final payment, waives all claims except those which he has previously made in writing and which remain unsettled at the time of acceptance. Contractor shall also supply the City prior to final payment all manufacturer's or distributor's guarantees or warranties on any material or equipment provided to the City pursuant to this agreement.

17. Insurance. The Contractor shall not begin work under this Contract until it has: a) obtained all policies required in this section, b) provided copies of each such policy to the City, c) obtained City approval of each company or companies as required in this section, d) confirmed that all policies contain the specific provision required in this section.

Further, the Contractor shall not allow any Subcontractor to begin work on a subcontract until all insurance required of the Subcontractor has been obtained.

17.1 Types of Insurance. At all times during the term of this Contract, the Contractor shall maintain insurance coverages per Sections 17.1.1 through 17.1.3.

17.1.1 Commercial General Liability. For all of the Contractor's operations, including contractual, property damage, completed operations, and independent Contractor's liability, the Contractor shall keep in full force and effect, during any and all work on this project, all applicable insurance for personal injury, bodily injury and property damage, providing coverage with limits of not less than one million dollars per occurrence, subject to an annual aggregate of one million dollars of general liability, completed operations and personal injury other than bodily injury. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.

17.1.2 Comprehensive Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a combined single limit of one million dollars per occurrence. Insurance certificate shall reflect coverage for any automobile ("any auto").

17.1.3 Workers' Compensation Liability. For all of the Contractor's employees who are subject to this Contract and to the extent required by the State of California, the Contractor shall keep in full force and effect a workers compensation policy. That policy shall provide a minimum of one million dollars of employer's liability coverage, and Contractor 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.

17.1.4 Rating Requirements. All insurance required by express provision of this Contract shall be carried only by responsible insurance companies that have been given at least an "A-", "VI" rating by AM BEST, that are licensed to do business in the State of California, and that have been approved by the City.

17.2 Deductibles. All deductibles on any policy shall be the responsibility of the Contractor.

17.3 Specific Provisions Required. Each policy required under Section 17.1 shall provide the coverage requirements specified in Sections 17.3.1 through 17.3.5 and the Contractor shall submit endorsements to the City which provide evidence of such coverage.

17.3.1 Additional Insured. With the exception of the Workers Compensation Insurance Policy, the City of San Diego, the San Diego Housing Commission, and their respective elected officials, officers, employees, agents and representatives shall be named as additional insureds, on additional insured endorsement form CG 20 10 or equivalent (form CG 20 09 is unacceptable).

17.3.2 Policies. The policies are primary, and any insurance that may be carried by the City shall be deemed excess and non-contributory, as reflected in an endorsement which shall be submitted to the City.

17.3.3 Changes to Policies. The policies cannot be canceled, non renewed or materially changed except after 30 calendar days prior written notice by the insurer to the City by certified mail, as reflected in an endorsement which shall be submitted to the City.

17.3.4 Certificates of Insurance and Endorsements. Before performing any work, the Contractor shall provide the City with copies of all Certificates of Insurance accompanied by all endorsements.

17.3.5 Aggregate Limits of Insurance. The aggregate limits of insurance shall be per project as reflected on endorsement form CG 25 04 which shall be submitted to the City.

18. Order to Proceed. Time is of the essence of this Contract as to both parties hereto. An order to proceed shall be issued within thirty (30) days of the execution of this Agreement. The Contractor's cost proposal shall be effective during this period. If the City cannot effect the necessary contingencies the notice to proceed will not be issued within the time prescribed and this Contract shall be null and void. Contractor agrees to commence work as specified in the notice to proceed, and to complete all work required by this Contract within 90 days after actual commencement of work.

19. Damages. If the Contractor fails to fully complete this Contract within the time limit described above, then and in that event, for each day this Contract shall remain uncompleted after that time limit, the City may deduct the sum of \$50.00 from the contract price or otherwise recover said sum as payment to the City by Contractor as liquidated damages sustained by reason of the failure of Contractor to complete this Contract within the time

specified. This amount is the sum agreed on by the parties as the proper measure of liquidated damages that the City will sustain per diem by the failure of Contractor to complete the Work in the time stipulated, and this sum is not to be construed in any sense as a penalty. Provided, however, that if the completion of this Contract is delayed by the City, general strikes, Acts of God, unavailability of materials, or casualty beyond Contractor's control, then and in that event, the time of completion of this Contract shall be extended for an additional period equal to the amount of time lost due to such delay.

Provided, always, however, that Contractor shall at the time of such delay, if any, request in writing of the City such additional time within which to complete the performance of this contract. In addition, liquidated damages will cease when the City has completed the unfinished or unsatisfactory work pursuant to section 14 of this Agreement.

20. Defects. All labor, materials and installation shall be guaranteed for a period of one (1) year when subjected to normal use and care, and provided the City has complied in full with terms and payments and other conditions of this contract. The City shall notify Contractor in writing within seven (7) days after discovery of a defect during this period, whereupon Contractor shall correct such defect. The liability of the Contractor for defective material or installation under this guarantee is hereby limited to replacement or correction of the defective material and/or installation and any ancillary or incidental damage caused by such defect. Assemblies or units purchased by Contractor included in this Contract are sold and installed subject to the manufacturer's or processor's guarantee or warranties, not Contractor's.

21. Divisibility. It is intended that each paragraph of this Contract shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.

22. Safety to Public. Contractor shall provide and maintain sufficient protection from injury for all members of the public at or near the work site. Contractor shall make certain that only those persons authorized to be there are allowed on the work site. In addition, Contractor shall limit the amount of material, equipment, tools and machinery at the work site to that necessary to complete the work.

23. Indemnification and Hold Harmless Agreement. Contractor agrees to defend, indemnify, protect and hold City, the San Diego Housing Commission, and their agents, officers and employees, harmless from and against all claims asserted, or liability established for damages or injuries to any person or property including to Contractor's employees, agents or officers, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the Contractor, its agents, officers and employees. The obligation to indemnify shall be effective even if the City, the San Diego Housing Commission, and their agents, officers or employees established passive negligence contributes to the loss or claim. Contractor further agrees that the duty to defend includes attorneys fees and all costs associated with enforcement of this indemnification provision, defense of any claims arising from this Agreement; and, where a conflict of

interest exists, or may exist between Contractor and the City, the reasonable value of attorneys fees and all costs if the City chooses, at its own election, to conduct its own defense or participate in its own defense of any claim related to this Agreement. The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or willful misconduct of the City, its agents, officers or employees.

24. License. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any question concerning a contractor may be referred to the registrar of the Board whose address is: Contractors' State License Board, 1020 N Street, Sacramento, California 95814.

25. Contract Bonds. Contractor shall provide a "Payment Bond" (Materials and Labor Bond) for not less than fifty percent (50%) of the Contract price, to satisfy claims of material suppliers and of mechanics and laborers employed on the work. The bond shall be maintained by the Contractor in full force and effect until the work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with the Government Code.

Contractor shall also provide a "Faithful Performance Bond" for one hundred percent (100%) of the Contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects.

26. Right to Audit.

26.1 Owner's Right. The City retains the right to review and audit, and the reasonable right of access to Contractor's and all Subcontractor's premises to review and audit Contractor's compliance with the provisions of this Contract [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of Contractor's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by City in its sole discretion. This information shall be kept by the City in strictest confidence.

26.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines is necessary to discover and verify that Contractor is in compliance with all requirements under this Contract.

26.3 Cost Audit. If there is a claim for additional compensation or for changes in Work, the City's Right to Audit includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation or for changes in the Work have been submitted.

26.4 Accounting Records. Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the construction industry. The Contractor shall make available to the City for review and audit, all project related accounting records and documents, and any other financial data. Upon City's request, the Contractor shall submit exact duplicates of originals of all requested records to the City.

26.5 City's Right – Binding on Subcontractors. The Contractor shall include City's Right as described in this Section 26, in any and all of their subcontracts, and shall ensure that this Section 26 is binding upon all Subcontractors.

26.6 Compliance Required Before Mediation and Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in Section 11 is the Contractor's full compliance with the provisions of this Section 26 within sixty days of the date on which City mails a written request to review and audit compliance.

27. Encountering Hazardous Substances. If the Contractor encounters hazardous substances, work in the area must immediately cease. Any substance which is toxic, corrosive, an irritant, a strong sensitizer, flammable, combustible, or radioactive and may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonable foreseeable handling or use is considered a hazardous substance. Contractor shall immediately notify Project Manager, County of San Diego, Department of Environmental Health (DEH), at Telephone No. (619) 338-2222 (during normal work hours) or Telephone No. 911 (outside normal work hours). If there is an immediate fire, explosion, health or safety threat, the Fire Department shall be notified via 911. If there is a health and safety plan for this specific site or project, it must be followed precisely. Contractor shall follow and comply with all applicable laws and regulations.

28. Product Endorsement. Any advertisement referring to the City of San Diego as a user of a product, material or service by the Contractor or any Subcontractor, material supplier, vendor or manufacturer is expressly prohibited without prior written approval of the City Manager of the City of San Diego.

29. Conflict of Interest. Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from Subcontractors or potential Subcontractors.

30. Nondiscrimination in Contracting. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

Upon the City's request, Contractor agrees to provide the City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions.

31. Nondiscrimination in Employment. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

32. Drug Free Workplace. Contractor agrees to comply with the City's Drug Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. Contractor shall certify to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form, which is on file in the offices of the San Diego Housing Commission.

- A. Notice to Employees. Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.
- B. Drug-Free Awareness Program. Contractor shall establish a drug free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the work place.
 - 2. The policy of maintaining a drug free work place.
 - 3. Available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Posting the Statement. Contractor shall post the drug free policy in a prominent place.
- D. Subcontracts. Contractor further certifies that each subcontract entered into by Contractor for this Project shall contain language that binds the

Subcontractor to comply with the provisions of this Section, as required by Sections 2.A (1) through (3) of Council Policy 100-17. Contractor and its subcontractors shall be individually responsible for their own drug free work place program.

33. Americans with Disabilities Act.

33.1 City Contractor Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

- A. No Contractor may discriminate against qualified persons 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.
- B. 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 by, Contractors or Subcontractors providing services for the City.
- C. Post a statement addressing the requirements of the ADA in a prominent place at the worksite.
- D. Contractors shall include in each subcontract agreement, language that indicates the Subcontractor's agreement to abide by the provisions of section 33.1(A) through (C). Contractors and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Project Manager.

34. Jurisdiction, Venue, and Attorney Fees. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

35. Successors in Interest. This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

36. Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered

in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

37. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

38. **No Waiver.** No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

39. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

40. **Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

41. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

42. **Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

43. **Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately

upon the identification of any apparent conflict or inconsistency concerning this Agreement.

NOTICE TO OWNER
(Section 7018.5 - Business and Professions Code)

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

**TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY,
YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:**

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the CivilCode. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Risk Management Director, pursuant to the City Manager's delegation of authority in San Diego Municipal Code section 22.3223 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

Dated: 4/2/05 By: [Signature]

I HEREBY CERTIFY that I can legally bind Grondin Construction and that I have read all of this Agreement this 31 day of May, 2005.

By: [Signature]
Authorized Representative

CAROLINE GRONDIN

I HEREBY APPROVE the form and legality of the foregoing Agreement this 31ST day of MAY, 2005.

MICHAEL J. AGUIRRE, City Attorney

By: [Signature]
Deputy City Attorney

SAN DIEGO HOUSING COMMISSION
Housing Rehabilitation Program

COMPLETION WALK-THROUGH CERTIFICATION

Check One:

- ☒ Project Certification
☐ Progress Certification

Case No: _____

Owner: City of San Diego

Contractor: Grondin Construction, Inc.

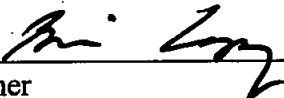
I hereby certify that I/my agent have/has inspected the rehabilitation and or lead hazard control work done at 5680 Genoa Drive San Diego, CA and I accept the work as being in compliance with the contract dated 5-31-05.

Check One:

- ☐ No discrepancies were noted at the time of final walk-through.
☒ The discrepancies listed on the attached punch list were noted during the final walk-through.
☒ All discrepancies have been re-inspected and all work is now in compliance with the contract.

I further certify that the subject rehabilitation and or lead hazard control work was completed without the use of materials containing lead-based paint. All known immediate lead-based paint hazards were identified and eliminated.

Certified as of the date and signature below.


Owner

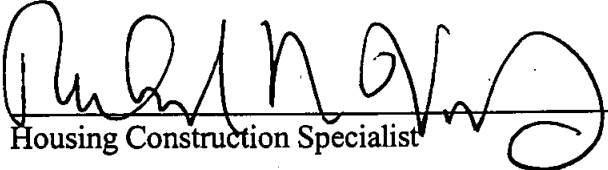
3-15-06
Date

Owner / Agent

Date

Contractor

Date


Housing Construction Specialist

3-1-06
Date



CALIFORNIA
ASSOCIATION
OF REALTORS®

MOVE IN / MOVE OUT INSPECTION

(C.A.R. Form MIMO, Revised 4/03)

Property Address 5680 GENOA DRIVE
SAN DIEGO, CA 92120
Inspection: Move In 2/28/06 (Date) Move Out _____ (Date)
Tenant(s) _____

When completing this form, check the Premises carefully and be specific in all items notes. Check the appropriate box:

N - NEW S - SATISFACTORY/CLEAN O - OTHER D - DEPOSIT DEDUCTION

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Front Yard/Exterior								
Landscaping	☐	☒	☐		☐	☐	☐	
Fences/Gates	☐	☒	☐		☐	☐	☐	
Sprinklers/Timers	☐	☒	☐		☐	☐	☐	
Walks/Driveway	☐	☒	☐		☐	☐	☐	
Porches/Stairs	☒	☐	☐		☐	☐	☐	
Mailbox	☐	☒	☐	<u>GARAGE -</u>	☐	☐	☐	
Light Fixtures	☐	☒	☐		☐	☐	☐	
Building Exterior	☐	☒	☐		☐	☐	☐	
Entry								
Security/Screen Doors	☒	☐	☐		☐	☐	☐	
Doors/Knobs/Locks	☒	☐	☐		☐	☐	☐	
Flooring/Baseboards	☒	☐	☐		☐	☐	☐	
Walls/Ceilings	☐	☒	☐		☐	☐	☐	
Light Fixtures/Fans	☐	☒	☐		☐	☐	☐	
Switches/Outlets	☐	☒	☐		☐	☐	☐	
Living Room								
Doors/Knobs/Locks	☒	☐	☐		☐	☐	☐	
Flooring/Baseboards	☒	☐	☐		☐	☐	☐	
Walls/Ceilings	☐	☒	☐		☐	☐	☐	
Window Coverings	☒	☐	☐		☐	☐	☐	
Windows/Locks/Screens	☒	☐	☐		☐	☐	☐	
Light Fixtures/Fans	☐	☒	☐		☐	☐	☐	
Switches/Outlets	☐	☒	☐		☐	☐	☐	
Fireplace Equipment	☐	☐	☐		☐	☐	☐	
Dining Room								
Flooring/Baseboards	☐	☒	☐		☐	☐	☐	
Walls/Ceilings	☐	☒	☐		☐	☐	☐	
Window Coverings	☒	☐	☐		☐	☐	☐	
Windows/Locks/Screens	☐	☒	☐		☐	☐	☐	
Light Fixtures/Fans	☐	☒	☐		☐	☐	☐	
Switches/Outlets	☐	☒	☐		☐	☐	☐	

Tenant's Initials ([Signature]) (_____)

Tenant's Initials (_____) (_____)

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MIMO REVISED 4/03 (PAGE 1 OF 5)

Reviewed by _____ Date _____



Property Address _____ Date: _____

Other Room	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
<u>FAMILY / GYM</u>								
Doors/Knobs/Locks	☒	☒	☒		☐	☐	☐	
Flooring/Baseboards	☒	☒	☒		☐	☐	☐	
Walls/Ceilings	☒	☒	☒		☐	☐	☐	
Window Coverings	☒	☒	☒		☐	☐	☐	
Windows/Locks/Screens	☒	☒	☒		☐	☐	☐	
Light Fixtures/ Fans	☒	☒	☒		☐	☐	☐	
Switches/Outlets	☒	☒	☒		☐	☐	☐	

Bedroom # <u>1</u>								
Doors/Knobs/Locks	☐	☒	☒	☐		☐	☐	☐
Flooring/Baseboards	☐	☒	☒	☐		☐	☐	☐
Walls/Ceilings	☐	☒	☒	☐		☐	☐	☐
Window Coverings	☐	☒	☒	☐		☐	☐	☐
Windows/Locks/Screens	☐	☒	☒	☐		☐	☐	☐
Light Fixtures/ Fans	☐	☒	☒	☐		☐	☐	☐
Switches/Outlets	☐	☒	☒	☐		☐	☐	☐
Closets/Doors/Tracks	☐	☒	☒	☐		☐	☐	☐

Bedroom # <u>2</u>								
Doors/Knobs/Locks	☐	☒	☒	☐		☐	☐	☐
Flooring/Baseboards	☐	☒	☒	☐		☐	☐	☐
Walls/Ceilings	☐	☒	☒	☐		☐	☐	☐
Window Coverings	☐	☒	☒	☐		☐	☐	☐
Windows/Locks/Screens	☐	☒	☒	☐		☐	☐	☐
Light-Fixtures/Fans	☐	☒	☒	☐		☐	☐	☐
Switches/Outlets	☐	☒	☒	☐		☐	☐	☐
Closets/Doors/Tracks	☐	☒	☒	☐		☐	☐	☐

Bedroom # <u>3</u>								
Doors/Knobs/Locks	☐	☒	☒	☐		☐	☐	☐
Flooring/Baseboards	☐	☒	☒	☐		☐	☐	☐
Walls/Ceilings	☐	☒	☒	☐		☐	☐	☐
Window Coverings	☐	☒	☒	☐		☐	☐	☐
Windows/Locks/Screens	☐	☒	☒	☐		☐	☐	☐
Light Fixtures/Fans	☐	☒	☒	☐		☐	☐	☐
Switches/Outlets	☐	☒	☒	☐		☐	☐	☐
Closets/Doors/Tracks	☐	☒	☒	☐		☐	☐	☐

Bedroom # <u>4</u>								
Doors/Knobs/Locks	☒	☒	☒	☐		☐	☐	☐
Flooring/Baseboards	☒	☒	☒	☐		☐	☐	☐
Walls/Ceilings	☒	☒	☒	☐		☐	☐	☐
Window Coverings	☒	☒	☒	☐		☐	☐	☐
Windows/Locks/Screens	☒	☒	☒	☐		☐	☐	☐
Light Fixtures/Fans	☒	☒	☒	☐		☐	☐	☐
Switches/Outlets	☒	☒	☒	☐		☐	☐	☐
Closets/Doors/Tracks	☒	☒	☒	☐		☐	☐	☐

Tenant's Initials (RP) (_____)

Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



Date:

Bath # 3 Master

Doors/Knobs/Locks	☒	☐	☐						
Flooring/Baseboards	☒	☐	☐						
Walls/Ceilings	☒	☐	☐						
Window Coverings	☒	☒	☒						
Window Locks/Screens	☒	☒	☒						
Light Fixtures	☒	☐	☐						
Switches/Outlets	☒	☐	☐						
Toilet	☒	☐	☐						
Tub/Shower	☒	☐	☐						
Shower Door/Rail/Curtain	☒	☒	☒						
Sink/Faucets	☒	☒	☒						
Plumbing/Drains	☒	☐	☐						
Exhaust Fan	☒	☒	☒						
Towel Rack(s)	☒	☐	☐						
Toilet Paper Holder	☒	☐	☐						
Cabinets/Counters	☒	☐	☐						

Tenant's Initials () ()

Property Address _____ Date: _____

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Kitchen								
Flooring/Baseboards	☒	☐	☐		☐	☐	☐	
Walls/Ceilings	☒	☐	☐		☐	☐	☐	
Window Coverings	☐	☒	☐		☐	☐	☐	
Windows/Locks/Screens	☐	☒	☐		☐	☐	☐	
Light Fixtures	☒	☐	☐		☐	☐	☐	
Switches/Outlets	☒	☐	☐		☐	☐	☐	
Range/Fan/Hood	☒	☐	☐		☐	☐	☐	
Oven(s)/Microwave	☒	☐	☐		☐	☐	☐	
Refrigerator	☒	☐	☐		☐	☐	☐	
Dishwasher	☒	☐	☐		☐	☐	☐	
Sink/Disposal	☒	☐	☐		☐	☐	☐	
Faucet(s)/Plumbing	☒	☐	☐		☐	☐	☐	
Cabinets	☒	☐	☐		☐	☐	☐	
Counters	☒	☐	☐		☐	☐	☐	
Hall/Stairs								
Flooring/Baseboards	☒	☐	☐		☐	☐	☐	
Walls/Ceilings	☐	☒	☐		☐	☐	☐	
Light Fixtures	☒	☐	☐		☐	☐	☐	
Switches/Outlets	☒	☐	☐		☐	☐	☐	
Closets/Cabinets	☐	☒	☐		☐	☐	☐	
Railings/Banisters	☒	☒	☒		☐	☐	☐	
Laundry								
Faucets/Valves	☐	☒	☐		☐	☐	☐	
Plumbing/Drains	☐	☒	☐		☐	☐	☐	
Cabinets/Counters	☐	☒	☐		☐	☐	☐	
Systems								
Furnace/Thermostat	☒	☐	☐		☐	☐	☐	
Air Conditioning	☒	☐	☐		☐	☐	☐	
Water Heater	☒	☐	☐		☐	☐	☐	
Water Softener	☒	☒	☒		☐	☐	☐	
Other _____								

Tenant's Initials (RW) (_____) Tenant's Initials (_____) (_____)

Property Address _____

Date: _____

MOVE IN

N S O

Comments

Garage/Parking

Garage Door

Other Door(s)

Driveway/Floor

~~Cabinets/Counters~~

Light Fixtures

Switches/Outlets

Electrical/Exposed Wiring

Window(s)

Other Storage/Shelving

SINK

X

MOVE OUT

S O D

Comments

Back/Side/Yard

Patio/Deck/Balcony

~~Patio Cover(s)~~

Landscaping

Sprinklers/Timers

~~Pool/Hotter/Equipment~~~~Spa/COVER/Equipment~~

Fences/Gates

NONE

Safety/Security

Smoke/CO Detector(s)

Security System

~~Security Window Bars~~

Personal Property

WASHER / DRYER

Keys/Remotes/Devices

Keys

Remotes/Devices

2 sets keys
TWO REMOTES☐ Attached Supplement(s) _____

THIS SECTION TO BE COMPLETED AT MOVE IN: Receipt of a copy of this form is acknowledged by:

Tenant DANIEL WALTERS

Date 2/28/06

Tenant ROBERTA WALTERS - 760-505-1912

Date 2/28/06

New Phone Service Established? ☒ Yes ☐ No

New Phone Number 619-241-2959

Landlord (Owner or Agent) CITY OF SAN DIEGO

Date

Landlord

(Print Name)

THIS SECTION TO BE COMPLETED AT MOVE OUT: Receipt of a copy of this form is acknowledged by:

Tenant

Date

Tenant

Date

Tenant Forwarding Address _____

Landlord (Owner or Agent)

Date

Landlord

(Print Name)

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Reviewed by MPD Date 2/28/06

