



Real Estate Assets Department
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CITY/CALICO LLC & CATITUDE LLC

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Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



65

**THIRD AMENDMENT TO AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD
INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET**

This Third Amendment to AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET ("Third Amendment") is dated effective as of October 9, 2022 ("Effective Date"), and is entered into by and between Calico, LLC, a California limited liability company, and Catitude, LLC, a Hawaii limited liability company (together "Lessor") and The City of San Diego ("Lessee" or "City"), a California municipal corporation. Lessor and Lessee are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Lessor owns that certain property located at 7950, 8048-8058 Othello Ave, San Diego, CA ("Premises").

WHEREAS, the Parties entered into that certain AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET dated February 1, 2017 (the "Original Lease"), on file with the Office of the San Diego City Clerk as Document No. OO-201815, as amended by those certain First and Second Amendments to Air Commercial Real Estate Association Standard Industrial/Commercial Single-Tenant Lease--Net dated August 8, 2018 (the "First Amendment") and September 10, 2019 ("Second Amendment"), on file with the City of San Diego's Department of Real Estate and Airport Management (collectively the Original Lease and the First and Second Amendments shall be referred to hereafter as the "Lease"), to lease Premises; and

WHEREAS, in order for the Lessee to be able to use the Premises for its intended uses, specifically as a fully functional heavy duty fire apparatus and Fleet Operations support vehicle maintenance facility ("Intended Uses"), the Parties have agreed that tenant improvements, as designed by an architect selected by Lessor with information and input provided by the Parties and approved by the Lessee pursuant to the Second Amendment, are necessary ("Specific Tenant Improvements"); and

WHEREAS, Lessor has agreed to make such Specific Tenant Improvements, in accordance with this Amendment and the Tenant Improvement Construction Requirements ("Requirements"), attached hereto as Exhibit F, under certain conditions including that Lessor, as the owner of the real property being improved, will be responsible for bidding, selecting, and overseeing the construction manager and all contractors and subcontractors designing, installing and constructing the Specific Tenant Improvements; and

WHEREAS, Lessor has chosen the firm Barnhart-Reese as Construction Manager to oversee and manage all aspects of the construction of the Specific Tenant Improvements due to Barnhart-Reese's past performance for Lessor, its track record in the construction community, and its prior knowledge of the Premises. Barnhart-Reese is locally headquartered and is very experienced in all construction project delivery systems.

WHEREAS, the Parties wish to amend the Lease as set forth below.

AGREEMENT

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree to amend the Lease as follows:

**THIRD AMENDMENT TO AIR COMMERCIAL REAL ESTATE ASSOCIATION STANDARD
INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE--NET**

1. Paragraph 6.2(f) of the Lease is hereby deleted in its entirety and shall be replaced as follows:

"Investigations and Remediations. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, including such remediation measures, if any, required as a result or determined to be necessary to complete the Specific Tenant Improvements. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities. Lessee shall be responsible for and shall pay for any investigations or remediation measures required as a result of Lessee's use of the Premises, including Alterations (defined in paragraph 7.3(a)), other than the Specific Tenant Improvements described in Exhibit F.

2. Paragraph 8.2(b) of the Lease is hereby deleted in its entirety and shall be replaced as follows:

"Carried by Lessor. Except as set forth below in relation to the design and construction of the Specific Tenant Improvements, Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein, except as required in relation to the design and construction of the Specific Tenant Improvements to the extent allowed within insurance industry standards.

- (i) In regards to the design and construction of the Specific Tenant Improvements, Lessor shall comply with the following insurance requirements:

- (A) Lessor shall not begin any work or allow any work to begin on the Specific Tenant Improvements until Lessor: (a) obtains, and provides to the Lessee, insurance certificates reflecting evidence of all insurance required in this Section; and (b) obtains Lessee approval of each insurance company or companies in accordance with this section. Lessor's liabilities, including but not limited to Lessor's indemnity obligations, under this Lease, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Lease, and Lessor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Lease may be treated as a material breach of contract by the Lessee. Lessor shall not modify any policy or endorsement thereto which shall increase the Lessee's exposure to loss for the duration of this Lease.

- (B) Types of Insurance. At all times until Final Completion of the Specific Tenant Improvements, Lessor shall maintain insurance coverage or require its contractors and subcontractors, to procure and maintain as follows:

- (1) Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 04 13 or an equivalent form providing coverage at least as broad which shall cover liability, arising from any and all personal injury or property damage in the amount of Two Million Dollars (\$2,000,000) per occurrence and subject to an annual aggregate of Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

All defense costs shall be outside the limits of the policy. The required limits may be satisfied through a combination of CGL and umbrella excess liability policies.

(2) Commercial Automobile Liability. For all of Lessor's automobiles including owned, hired, and non-owned automobiles, Lessor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of One Million Dollars (\$1,000,000) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

(3) Contractor's Builder's Risk Insurance.

- a. Lessor shall provide at Lessor's expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100 percent of the value of the Work under this Contract, plus 15 percent to cover administrative costs, design costs, and the costs of inspections and construction management. However, Lessor may be reimbursed by City by including such expense in the GMP for the Specific Tenant Improvements, and City agrees that these costs may be a line item on Attachment 2 to Exhibit F.
- b. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
- c. The policy or policies shall provide that all proceeds shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies that become due and payable under the policy or policies, may compromise any and all claims, and will apply the proceeds of this insurance to the repair, reconstruction, or replacement of the Work.
- d. Any deductible applicable to the insurance shall be identified in the policy or policies documents. The responsibility for paying the part of any loss not covered because of the deductibles shall be apportioned among the parties, except for the City, as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100 percent of its loss. Lessor shall pay the City any portion of the loss not covered because of a deductible; at the same time the proceeds of the insurance are paid to the City as Trustee.

- e. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100 percent of the loss not insured because of the deductible.

(4) Workers' Compensation. To the extent required by applicable state or federal law, Lessor shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of One Million Dollars (\$1,000,000) of employers' liability coverage, and Lessor shall provide an endorsement that the insurer waives the right of subrogation against Lessee and its respective elected officials, officers, employees, agents, and representatives.

(5) Contractors Pollution Liability Insurance. Lessor shall procure and maintain at Lessor's expense or require its contractors and subcontractors, to procure and maintain Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by Lessor or any contractor or subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. Any such insurance provided by a contractor or subcontractor instead of Lessor shall be approved separately in writing by the City. For approval of a substitution of a contractor or subcontractor's insurance, Lessor shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the contractor or subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim. 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. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the work commences and shall be maintained through Final Completion of the Specific Tenant Improvements. Claims Made policies shall be procured before work on the Specific Tenant Improvements commences and shall be maintained through Final Completion of the Specific Tenant Improvements and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the Final Completion of the Specific Tenant Improvements without advancing the retroactive date. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

(6) Contractors Hazardous Transporters Pollution Liability Insurance. Lessor shall provide at Lessor's expense or require Lessor's contractor or subcontractors to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by Lessor or any contractor or subcontractor in an amount not less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided

by a contractor or subcontractor instead of Lessor shall be approved separately in writing by the City. For approval of the substitution of a contractor or subcontractor's insurance the Lessor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the contractor or subcontractor providing the insurance. 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. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the work on the Specific Tenant Improvements commences and shall be maintained through Final Completion of the Specific Tenant Improvements. Claims Made policies shall be procured before work on the Specific Tenant Improvement commences, shall be maintained until Final Completion of the Specific Tenant Improvements, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after Final Completion of the Specific Tenant Improvements without advancing the retroactive date. Except as provided for under California law, the policy or policies shall provide that the Lessee is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

(7) Architects and Engineers Professional Insurance (Errors and Omissions Insurance). Lessor shall keep or require all of Lessor's employees, contractors, or subcontractors, who provide professional engineering services for the Specific Tenant Improvements, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate in full force and effect. Lessor shall ensure the following: (a) the policy retroactive date is on or before the date of commencement of work, including the design phase, on the Specific Tenant Improvements; and (b) the policy will be maintained in force for a period of 3 years after Final Completion of the Specific Tenant Improvements or termination of the agreement to construct the Specific Tenant Improvements, whichever occurs last. Lessor agrees that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage. If professional engineering services are to be provided solely by a contractor or subcontractor, Lessor shall certify this to the City in writing, and agree in writing to require the contractor or subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above. Lessee not to be named as additional insured on this policy.

- (C) Deductibles. All deductibles on any policy shall be the responsibility of the Lessor, or Lessor shall require that the contractors and/or contractors be responsible for the deductibles on any policies and the deductibles shall be disclosed to the City at the time the evidence of insurance is provided.
- (D) Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Lease shall only be carried by insurance companies with a

rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California. City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- (E) Accident Reports. Lessor shall report to City any accident causing property damage or injury to persons on the Premises or otherwise related to the Allowed Uses within a reasonable time following such accident. Such report shall contain, to the extent available to Lessor, the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, photographs or video, if any, and other pertinent information.
- (F) Additional Insurance. Lessor may obtain additional insurance not required by this Lease.
- (G) Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.
- (H) Required Endorsements. The following endorsements to the policies of insurance are required to be provided to Lessee before any work is initiated under this Lease.
 - (1) Commercial General Liability, Contractors Pollution Liability, and Contractors Hazardous Transporters Pollution Liability Insurance Endorsements:
 - a. ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an additional insured the Lessee and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of (a) ongoing operations performed by Lessor or on Lessor's behalf, (b) Lessor's products, (c) Lessor's work, including but not limited to Lessor's completed operations performed by Lessor or on Lessor's behalf, or (d) premises owned, leased, controlled, or used by Lessor.
 - b. PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability, Contractors Pollution Liability, and Contractors Hazardous Transporters Pollution Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents, and representatives as respects operations of Lessor. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents, and representatives shall be in excess of Lessor's insurance and shall not contribute to it.
 - c. SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Lessor's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

(2) **Automobile Liability Insurance Endorsements:**

a. **ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an additional insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of automobile owned, leased, hired, or borrowed by or on behalf of Lessor.

b. **SEVERABILITY OF INTEREST.** The policy or policies must be endorsed to provide that Lessor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

(3) **Worker's Compensation Insurance Endorsements:**

a. **WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of this policy or these policies which arise from the Specific Tenant Improvements.

3. Paragraph 8.7 of the Lease is hereby deleted in its entirety and shall be replaced as follows:

"Indemnity.

(a) Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

(b) Notwithstanding the obligations in Paragraph 8.7(a) and the limitations of liability in Paragraph 8.8, Lessor agrees that as it relates to the design and construction of the Specific Tenant Improvements, in accordance with Exhibits E-1 and F, Lessor agrees to indemnify, protect, defend and hold harmless Lessee as follows:

(i) **Indemnification and Hold Harmless Agreement.** Other than in the performance of design professional services which shall be solely as addressed in Sections 8.7(b)(ii) below, to the fullest extent permitted by law, Lessor shall defend (with legal counsel reasonably acceptable to the City as approved by the City's City Council), indemnify and hold

harmless the City and its officers, agents, departments, officials, and employees ("City Indemnified Parties") from and against all claims, losses, costs, damages, injuries (including, without limitation injury to or death of an employee of Lessor or Lessor's agents), expense and liability of every kind, nature and description (including without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under the Requirements set forth in Exhibit F by Lessor or Lessor's agents, any contractor, subcontractor, anyone directly or indirectly employed by them, or anyone they control. Lessor's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the City Indemnified Parties.

- (ii) **Indemnification for Design Professional Services.** To the fullest extent permitted by law (including, without limitation, California Civil Code section 2782.8), with respect to the performance of design professional services, Lessor shall require its design professional to indemnify and hold harmless the City, its officers, and employees, from all claims, demands, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Lessor's design professional or design professional's officers or employees.
- (iii) **Indemnification for Liens and Stop Notices.** Lessor shall keep the Project and underlying property free of any mechanic's liens and immediately secure the release of any stop notices. Lessor shall defend, indemnify, protect, and hold harmless, City, its agents, officers and employees from and against any and all liability, claims, costs, and damages, including but not limited to, attorney fees, arising from or attributable to a failure to pay claimants. Lessor shall be responsible for payment of all persons entitled to assert liens and stop notices."

4. Paragraph 9.6(a) of the Lease is hereby deleted in its entirety and shall be replaced as follows:

"(a) **Abatement.** In the event of any Premises Partial Damage or Premises Total Destruction or Hazardous Substance Condition for which Lessee is not responsible under the Lease, or Lessor's failure to attain Substantial Completion (as defined in Exhibit F) of the Specific Tenant Improvements on or before the Substantial Completion Date, as such date may be adjusted in accordance with Section 2.5 of Exhibit F, the Rent payable by Lessee for the period required for the repair, remediation, or restoration of such damage, or for the Substantial Completion of the Specific Tenant Improvements, shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, except that if Rent is being abated for Lessor's failure to attain Substantial Completion, Lessee shall be entitled to abate all Rent, prorated by day, until Substantial Completion of the Specific Tenant Improvements is achieved, unless Lessee actually uses the Premises for any purpose, in which case the abatement will be mitigated by the proportion of the Premises used. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein."

5. Paragraph 13.6 of the Lease shall be amended to add a new subsection (c) as follows:

"(c) Lessee's Remedies for Lessor's Breach Related to Construction of Specific Tenant Improvements.

- (i) If Lessor permanently ceases work on the Specific Tenant Improvements prior to achieving Substantial Completion of the Specific Tenant Improvements for any reason, Lessor shall reimburse the Lessee for all Project Costs paid by Lessee to Lessor. Additionally, if Lessor fails to achieve Substantial Completion within 12 months after the Substantial Completion Date, as such date may be adjusted in accordance with Section 2.5 of Exhibit F, Lessor shall reimburse the Lessee for all Project Costs paid by Lessee to Lessor, unless Lessee agrees in writing, in Lessee's sole discretion to extend the Substantial Completion Date. If the Premises cannot be used by Lessee for any purpose in its then current condition as determined by Lessee, in Lessee's sole discretion, Lessee shall also have the right to terminate this Lease by providing 60 days written notice to Lessor. Lessor shall provide written notice to City within three (3) days of ceasing work on the Specific Tenant Improvements or within three (3) days of determining that Lessor will not achieve Substantial Completion within 12 months of the Substantial Completion Date. Notwithstanding the foregoing, in the event of default by one of Lessor's contractors or subcontractors or a dispute between the Parties, Lessee's rights pursuant to this Paragraph 13.6(c) shall be stayed during the period that Lessor is working in good faith to exercise Lessor's rights under the performance bond so that Lessor can have the work completed, or if the Parties are engaged in mediation pursuant to Paragraph 17.2 of Exhibit F. To the extent Lessor obtains Substantial Completion of work, Lessee shall not have any rights pursuant to this paragraph.

6. Paragraph 23.1 of the Lease is hereby deleted in its entirety and shall be replaced as follows:

"Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular certified or registered mail or U.S. Postal Service Express Mail with postage prepaid, or by facsimile transmission, or by e-mail, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted below shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

If Notice is to Lessor: Brian Verhoeven
16945 Camino San Bernardo
San Diego, CA 92127

If Notice is to City: City of San Diego
Director, Department of Real Estate and Airport Management
1200 Third Ave, Suite 1700
San Diego, CA 92101

7. Paragraph 52 of the Lease is hereby amended to add the following sentence at the end of the paragraph:

"Lessor shall construct the Specific Tenant Improvements in accordance with the attached Exhibit F."

8. Exhibit D of the Lease is hereby deleted in its entirety and shall be replaced with Exhibit D-1 attached hereto.

9. **Applicability of Paragraph 7.3(c).** The Parties agree that, although Lessee will ultimately be using the Specific Tenant Improvements constructed pursuant to Exhibit F, because the Lessor is contracting with and overseeing the design and construction of the Specific Tenant Improvements, any claims for labor or materials furnished or alleged to have been furnished in connection with the Specific Tenant Improvements are the responsibility of the Lessor, and that Lessee, notwithstanding any language to the contrary in Paragraph 7.3(c), shall have no obligation to take any action in relation to such claims, including paying or contesting the validity of such claims.

10. **Miscellaneous**

a. Except as provided in this Third Amendment, all terms used in this Third Amendment, including any Exhibits, that are not otherwise defined shall have the respective meanings ascribed to such terms in the Lease.

b. This Third Amendment embodies the entire agreement between the Parties with respect to the amendment of the Lease. In the event of any conflict or inconsistency between the provisions of the Lease and this Third Amendment, the provisions of this Third Amendment shall control and govern.

c. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Lease remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Third Amendment shall not, in any manner impair the Lease, the purpose of this Third Amendment being simply to amend the Lease, as hereby amended, and to confirm and carry forward the Lease, as hereby amended, in full force and effect.

d. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Copies and "pdf"s shall be considered the equivalent of original signatures.

e. This Third Amendment (including each exhibit, schedule and addendum attached thereto, as well as all documents and other materials incorporated herein by this reference) shall only be modified or amended by an instrument in writing signed by all Parties.

f. Each party, and each individual on behalf of each party signing this Third Amendment, represents that it has the full legal power, authority and right to execute, deliver and perform its obligations under this Third Amendment, and each party's performance hereunder and the transaction contemplated hereby have been duly authorized by all requisite actions on the part of such party and no remaining action is required to make this Third Amendment binding.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Third Amendment effective as of the Effective Date.

LESSOR:

Calico, LLC, a California limited liability company

By: [Signature]
Its: Manager
Date: 10/10/2022

Catitude, LLC, a Hawaii limited liability company

By: [Signature]
Its: Manager
Date: 10/10/2022

LESSEE:

City of San Diego, a California municipal corporation

By: [Signature]
Its: Director, Department of Real Estate and Airport Management
Date: 10-19-2022

Approved as form this 19th day of October, 2022
MARA W. ELLIOTT, City Attorney

By: [Signature]
Name: Melissa Ables
Title: Chief Deputy City Attorney

EXHIBIT D-1

PREVAILING WAGE REQUIREMENTS

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

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

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

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

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

2. Penalties for Violations. Lessor, its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in

which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

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

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

5. Working Hours. Lessor's, its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1 ½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

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

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

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. Lessor shall withhold contract payments pursuant to the contract between Lessor and Lessor's contractors or subcontractors when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

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

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

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

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

11. List of all Subcontractors. The City may ask Lessor for the most current list of contractors or subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Lease at any time during performance of this Lease, and Lessor shall provide the list within ten (10) working days of the City's request. Lessor shall notify City of any contractors or subcontractors, including their DIR registration numbers, which have not previously performed work on this Lease prior to said contractors or subcontractors performing work on this Lease. Additionally, Lessor shall provide the City with a complete list of all contractors or subcontractors utilized on this Lease (regardless of tier), within ten (10) working days of the completion of the work authorized by this Lease, along with their DIR registration numbers. Lessor shall withhold final payment to contractor(s) until at least 30 days after this information is provided to the City.

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

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

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

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

EXHIBIT F

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

These Specific Tenant Improvement Construction Requirements are for the facility located at 7950, 8048-8050 Othello Avenue, San Diego, California 92111, for the City's Fleet Operations Department. These requirements set forth the obligations of Lessor and City regarding the Lessor's construction of the Specific Tenant Improvements designed under the Second Amendment to the Lease (Document No. OO-21131), which have been accepted by the City, and the City's reimbursement of Lessor for those Specific Tenant Improvements ("Requirements").

Article I. Scope of Work

- 1.1 **Construction of the Project.** Lessor agrees to completely construct the fully functional heavy duty fire apparatus maintenance facility ("Facility") in accordance with the approved and permitted plans designed under the Second Amendment to the Lease Agreement, which are on file with the City's Development Services Department as PTS No.: 0680994, (Project), for the purpose for which it was designed and in accordance with these Requirements, the Plans and Specifications (as defined in 18.1.2), and permits, within the timeframe established in the Project Schedule, as may be adjusted pursuant to Section 2.5, attached to these Requirements as Attachment 1, and for an amount not to exceed the Guaranteed Maximum Price (GMP) of \$14,970,066, as detailed in Attachment 2 to these Requirements.
- 1.2 **Substantial and Final Completion.** City's acceptance of the Project shall occur upon Lessor's receipt of a letter of Substantial Completion from the City, as defined in section 10.1 for the Project. Final Completion of the Project shall not occur until Lessor has finished all punch list items, corrected any defective or rejected work, and provide copies to the City of the following: All required permits, as-builts, electronic /editable AutoCAD drawings, LEED silver certification, Notice of Completion (if Lessor files one), Certificate of Occupancy, operation manuals and warranty documents, and release of all claims from Lessor's contractors and suppliers.
- 1.3 **Reimbursement.** City agrees to reimburse Lessor for the actual Project Costs, in amount not to exceed the GMP, subject to the terms of these Requirements. Reimbursement will be according to the Milestones as outlined in Attachment 3 (Milestones). Any Project Costs, as defined in section 3.1, over the GMP shall be the sole cost of Lessor, unless the excess Project Costs are initiated or caused by the City ("City-Initiated" or "City-Caused"). Lessor acknowledges that Lessor has been informed that the appropriation of funds necessary to pay any Project Costs in excess of the GMP must be approved by the City Council, in the City Council's sole discretion. Lessor shall not be required to initiate work on a City-Initiated or City-Caused Change Order that requires City Council approval until such change order is approved by the City Council. If Lessor alleges that Project Costs will increase as a direct result of a City-Initiated or City-Caused Change Order because of the time necessary to obtain City Council approval, Lessor shall provide the City with an estimated not to exceed amount of the increase in Project Costs, which will be included in the request for City Council approval.

ARTICLE II. Project Schedule

- 2.1 **Project Schedule.** Lessor shall perform and complete the Project in accordance with the Project Schedule, Attachment 1. Lessor shall review the project construction schedule with the City at the regularly scheduled construction meeting and provide a written update to the project construction schedule at the request of City.
- 2.2 **Project Completion.** Lessor agrees the Project shall be complete and ready for its Intended Use according to the approved Plans and Specifications and in accordance with the Project Schedule, as may be adjusted per Section 2.5.
- 2.3 **Changes in Project Schedule.** Any changes to the Project Schedule shall be communicated to the City in writing and if such changes result in Delay of the Project, Lessor shall also comply with Section 2.4 and 2.5.
- 2.4 **Notification of Delay.** If Lessor anticipates or has reason to believe that performance of work under these Requirements will be delayed, Lessor shall notify the City within fifteen (15) calendar days in accordance with Paragraph 23.1 of the Lease. If it is claimed by Lessor to be a City-Initiated or City-Caused Delay, Lessor shall also include any anticipated increased costs due to the delay, and a written statement that the time adjustment requested is the entire time adjustment Lessor needs as a result of the delay. Lessor shall clearly identify any delay it believes to be City-Initiated or City-Caused on its correspondence to City for review. If the City disagrees with Lessor that the delay is City-Initiated or City-Caused, the Parties shall meet and confer over the delay before elevating the dispute under Section 17.1 of these Requirements. If Lessor anticipates or has reason to believe the delay will increase the Project Costs beyond the GMP, Lessor shall also give notice to City in accordance with Section 3.4.
- 2.5 **Delay.** If delay in the performance of work required under these Requirements is caused by unforeseen events beyond the control of the Parties ("Excusable Delay"), such delay may entitle Lessor to a reasonable extension of time only. Any such extension of time must be approved in writing by City and will not be unreasonably withheld. The following conditions may justify such an Excusable Delay depending on their actual impact on the Project: war; changes in law or government regulation; later commonly accepted or adopted higher standards and specifications of construction; unreasonable delay in the processing of Development Services Department permits or inspections not caused by Lessor; labor disputes or strikes; fires; floods; adverse weather or other similar condition of the elements necessitating temporary cessation of Lessor's work; concealed conditions encountered in the completion of the Project; inability to reasonably obtain materials, equipment, labor, or additional required services; epidemics; new pandemics; any accidental hazardous material releases on-site that are not caused by the negligence or willful misconduct of Lessor or Lessor's contractors or subcontractors that delay the Project; or other specific reasons mutually agreed to in writing by City and Lessor. Any delay claimed to be caused by Lessor's inability to obtain materials, equipment, labor, or additional required services shall not entitle Lessor to an extension of time unless Lessor furnishes to City, in accordance with the notification requirements in Section 2.4, documentary proof reasonably satisfactory to City of Lessor's inability to reasonably obtain materials, equipment, labor, or additional required services. Lessor shall not

be entitled to any extension of time, additional costs, or expenses for any delay caused by the acts or omissions of Lessor, its consultants, contractors, subcontractors, employees, or other agents (collectively, Lessor's agents). A change in the Project Schedule shall not entitle Lessor to an increase in the GMP, as defined in Section 3.2 unless the change was a City-Initiated or City-Caused delay that results in a change order that increases the Project Costs. If City determines that a delay materially affects the Project, City may exercise its rights under Section 2.8 of these Requirements. If the City disagrees that an unforeseen event constitutes Excusable Delay, the Parties shall meet and confer over the delay before elevating the dispute under Section 17.1 of these Requirements. If Lessor anticipates or has reason to believe the delay will increase the Project Costs beyond the GMP, Lessor shall also give notice to City in accordance with Section 3.4.

- 2.6 Costs of Delay.** City and Lessor acknowledge construction delays may increase the cost of the Project. Lessor shall be solely responsible for any increase in the Project Costs resulting from construction delays unless all of the following occur: (i) Lessor informs City pursuant to Sections 2.4 and 3.4 of cost increases that Lessor asserts are due to City Initiated or City Caused Delay prior to incurring such costs, (ii) City reasonably determines that such cost increases are reasonable; and (iii) if those costs are in excess of the GMP, the City Council appropriates funds in its sole discretion sufficient to reimburse Lessor for those costs. City shall have the right to review and must reasonably approve any City-Initiated or City-Caused delay for the GMP to be adjusted in accordance with Section 3.3. Lessor shall not be required to initiate work on a City-Initiated or City-Caused change order that requires City Council approval until such change order is approved by the City Council. Any and all increase in Projects Costs resulting from the passage of time necessary to obtain City Council approval will be paid by the City.

2.6.1 Abatement of Rent for Delay. If City determines that the delay prevents Lessor from achieving Substantial Completion of the Project in accordance with the Project Schedule, as such date may be adjusted in accordance with Section 2.5 of Exhibit F, City may exercise its rights under Paragraph 9.6, as amended in the Third Amendment to the Lease.

- 2.7 City Initiated or City Caused Delay.** City-Initiated Delay or City-Caused Delay shall only be the result of City initiated design changes to the approved designs made by the Project Manager or a failure of City to provide Lessor with approvals as set forth in this agreement.

- 2.8 City's Right to Terminate for Default.** If Lessor fails to adequately perform any obligation required by these Requirements, Lessor's failure shall constitute a Default. Within fifteen (15) calendar days of City discovering or becoming aware of Lessor's Default, City will provide written notice to Lessor identifying the nature of the Default. Lessor shall provide a written response within fifteen (15) calendar days of written default notice from City detailing all reasonable efforts to ensure that the Default is or can be completely remedied within a reasonable time period to the satisfaction of City. If unable to cure the default in a manner acceptable to the City, the City may exercise its remedies under the Lease (including under Paragraph 13.6 as amended by the Third Amendment, if applicable), these Requirements, at law, or in equity. A delay shall not constitute a Default if Lessor has made good faith and reasonable efforts to adhere to the Project Schedule, has provided notice of delay in accordance with Section 2.4, and such delay was caused by

unforeseen events that justify the delay as set forth in Section 2.5. Should the City exercise its rights pursuant to this clause, Lessor shall have its rights pursuant to the Dispute Resolution Process in this Exhibit F, Section 17.1 through 17.2.

ARTICLE III. PROJECT COSTS AND CHANGE ORDERS

- 3.1 **Project Costs.** Project Costs are all costs to complete the Project, including but not limited to costs to design, permit, bid, construct, inspect, and oversee the Project, including Design consultant costs (including the deliverables as outlined in the Second Amendment to the Lease, Exhibit E-1, Attachment 1, part 1, section IX, paragraph 5 Required Construction Phase Deliverables from Designer), a contingency amount, and construction cost overruns, necessary for the completion of the Project as approved by the City and identified as PTS - 0680994. Project Costs do not include Lessor's administrative costs. Lessor shall be responsible for any and all Project Costs that exceed the GMP, whether or not those costs were anticipated or incurred as result of differing site conditions, unforeseen conditions, hazardous materials, delays (except for City-Initiated or City-Caused Delays), design errors or omissions, change orders (except for City Initiated or City-Caused Change Orders), contractor claims, and fees by public agencies.
- 3.2 **Guaranteed Maximum Price (GMP).** Lessor may seek reimbursement for actual Project Costs up to the GMP. The Total GMP shall not exceed \$14,970,066, which is outlined in more detail in Breakdown of GMP, Attachment 2. The Lessor and City agree that all design costs and permit fees were already reimbursed to Lessor under the Second Amendment of the Lease and therefore, those costs are not included in the Breakdown of the GMP attached to these Requirements. The GMP includes a Project Contingency of 5% of the estimated Project Costs (Contingency Funds). The Contingency Funds shall not be available for: (i) work required due to Lessor or Lessor's agents' failure to perform work or services in accordance with the terms of these Requirements or in accordance with the Construction Documents, as defined below in these Requirements; (ii) Design changes due to Designer's errors or omissions on the Construction Documents; (iii) unforeseen conditions, including hazardous materials, on the work site; or (iv) Change orders not requested by the City; or (v) contractor claims. Contingency Funds shall require prior City approval to be used for any other Project Costs. The breakdown of the GMP (Attachment 2) also includes bid line items for Project allowances (Allowances), which Allowances are more fully described in Attachment 9. Payment under Allowance bid items shall be based on the actual expenditures and shall require written pre-authorization from the City for work to begin under the Allowance bid items. The unused portions of the Allowances shall remain with the City, or if City previously paid the entire Allowance bid item to Lessor, shall revert to the City at Final Completion, or the City may, at its sole discretion, authorize any unused Allowance bid item balance to be transferred to a different Allowance bid item, this transfer of funds between Allowance bid items shall only occur with written consent from the City to Lessor. If the actual Project Costs are less than the GMP, City shall retain and shall not be obligated to pay to Lessor the difference between the actual Project Costs and the GMP at the completion of the Project.

- 3.2.1 Bids come in above GMP.** If after receiving bids, the Lessor determines that the Project Costs will exceed the GMP, the City and Lessor shall work together to see if there is a way to value engineer (delete or modify the scope of work in a way that is not material to the Project for its Intended Use), the scope of work so that the Project Costs are below the GMP. If that is not possible then the City can either seek additional funds from City Council, which City Council shall have sole discretion to approve or reject any request for additional funding or exercise its rights under 3.2.2.
- 3.2.2 No Obligation if Cannot get Project Costs under GMP.** If the City and Lessor cannot agree on a reduced Project scope that would be under the agreed upon GMP, then the construction obligations for Lessor and the payment obligations for the City under these Requirements shall terminate by written letter from the City to Lessor within 60 calendar days of Lessor opening bids. The Lessor and City do agree that if the City terminates these Requirements under this section, the City will still reimburse Lessor the actual costs of bidding the Project and reasonable Designer fees for value engineering, if needed, in an amount not to exceed \$135,917.00.
- 3.3 Change Orders and Adjustments to the GMP.** A Change Order is the written order to the Lessor's contractor(s) signed by the Lessor directing an addition, deletion, or revision in the Project, or an adjustment in contract price or contract time. The GMP may be increased only through properly processed and approved City-Initiated or City-Caused Change Orders in accordance with these Requirements. Additionally, the GMP may only be increased if the City has appropriated sufficient funds to allow City to pay any additional amounts, and the Change Order is actually caused by a City-Initiated or City-Caused change to the Project. Lessor shall not be reimbursed, for costs or expenses resulting from a design error or omission (unless such a design error or omission is the direct result of a City request for such design or omission), unforeseen conditions, including hazardous materials on site, Lessor's or Lessor's agents' negligence, delays (unless except for those directly caused by the City), contractor claims, or public agency fees. Lessor shall not have the right to terminate, reform, or abandon their obligations under these Requirements for City's refusal to approve a City-Initiated or City-Caused Change Order. All Change Orders Lessor deems to be City-Initiated or City-Caused shall be labeled as such by Lessor so that City is aware, and the proper process can be followed below.
- 3.3.1 Process for routing City Initiated or Caused Change Orders for Approval.** All Change Orders shall be in writing on the form attached to these Requirements (Attachment 4). If identified by Lessor as a City-Initiated or City-Caused Change Order, then they must be approved or rejected by the City in writing as provided in this section and delivered to the Lessor.
- 3.3.2 Non-City Initiated or Caused Change Orders.** Lessor shall provide City with a copy of all Change Orders (even if not City-Initiated or City-Caused) for their review. If the City determines that the Non-City-Caused Change Order could impact the Project, the City shall have the right to object to the Change Order within fifteen (15) calendar days of receipt. City shall provide their objection(s) to Lessor on the Change Order within fifteen

(15) calendar days and then City and Lessor shall meet and confer over the impacts to find an acceptable resolution.

3.3.3 City Initiated or Caused Change Orders for Contingency Funds (No Increase to the GMP). Change Orders that seek to use Contingency Funds and will NOT increase the GMP, must be approved by the City's Project Manager prior to any work being done or costs being incurred for that City-Initiated or City-Caused Change Order request. The City shall review the Change Order and either approve or reject the Change Order in writing within fifteen (15) calendar days of receiving Lessor's written Change Order request. If the City fails to respond to Lessor's written notice and Change Order request within the fifteen (15) calendar days, the Change Order request shall automatically be deemed denied.

3.3.4 City Initiated or Caused Change Orders that seek to Increase the GMP. City-Initiated or City-Caused Change Orders that seek to increase the GMP may require the approval of City Council if the City Council has not previously appropriated sufficient funds to pay any amounts in excess of the GMP. In such cases, once a City-Initiated or City-Caused Change Order is preliminarily approved by the Lessor and the City's Director of Real Estate and Airport Management, City staff shall process the Change Order along with all required documentation and if required, a Lease amendment, approval of which will be considered by City Council at a public meeting. The City Council may either approve or reject such Change Order in its sole discretion. City Council review and approval (or rejection) shall not be subject to the fifteen (15) day calendar day response time set out in 3.3.3. Nothing in these Requirements shall compel the City Council to take any particular action. No work shall be done or costs incurred on Change Orders that require City Council approval until and unless Lessor receives written confirmation from the Project Manager that the City Council has in fact approved the Change Order.

3.4 Notification of Increased Estimated Costs. If Lessor anticipates or has reason to believe the Project Costs will exceed the GMP, the Lessor shall notify the City in writing within fifteen (15) calendar days of becoming aware of the potential increase. Unless the City requested a change to the scope of work or extra work, triggering a City Initiated or Caused Change Order that the City is responsible to pay, the increased Project Costs shall be the sole responsibility of Lessor.

ARTICLE IV. COMPETITIVE BIDDING, EQUAL OPPORTUNITY AND NONDISCRIMINATION

4.1 Construction Contracts. Lessor shall ensure that a fair and open competitive process is used to award the construction contract(s) and subcontracts for this Project. Lessor shall only solicit bids from contractors that have been found to be "Responsible" contractors by the City in its Prequalification Process under San Diego Municipal Code section 22.3004(b). The Project Manager can assist Lessor in making sure the contractors have met this requirement. The City will need to see documentation demonstrating that the Lessor used a competitive process, including the objective selection criteria used to select a winning bidder, and who the ultimate winner was for each scope of work on the Project. Lessor may have entered into certain contracts for the Construction and Design of the Project prior to the Third Amendment being signed. So long as the Lessor has followed acceptable contracting methods, Lessor shall be eligible for reimbursement for

those contracts in accordance with Attachment 2. Lessor's contractors, or subcontractors shall not recommend or specify any product, supplier, or other contractor with whom Lessor's contractor, or subcontractor, has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

- 4.2 **Small and Local Business Enterprise Program (SLBE).** Lessor agrees to comply with San Diego Municipal Code sections 22.3601 et seq. Lessor shall coordinate with City staff to obtain mandatory ELBE/SLBE firms subcontracting goal percentages prior to putting any Project construction contract out to bid. Lessor agrees to require their contractors and subcontractors to meet the SLBE/ELBE requirements in Attachment 5. Ownership of a SLBE/ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE/ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE/ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE/ELBE eligibility requirements. Lessor shall provide the completed SLBE/ELBE Final Summary Report (Attachment 8) prior to submitting a request for Final Reimbursement in accordance with Section 9.3.

4.3 **Nondiscrimination Requirements.**

- 4.3.1 **Compliance with the City's Equal Opportunity Contracting Program.** Lessor shall comply with City's Equal Opportunity Contracting Program. Lessor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Lessor shall provide equal opportunity in all employment practices. Lessor shall ensure its consultants, contractors, and their subcontractors comply with the City's Equal Opportunity Contracting Program. Nothing in this Section shall be interpreted to hold the Lessor liable for any discriminatory practice of its consultants, contractors, or their subcontractors.
- 4.3.2 **Nondiscrimination Ordinance.** Lessor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of consultants, contractors, subcontractors, vendors or suppliers. Lessor shall provide equal opportunity for contractors and subcontractors to participate in contracting and subcontracting opportunities. Lessor understands and agrees that violation of this clause shall be considered a material breach of these Requirements and may result in Lease termination, debarment, and other sanctions. This language shall be in contracts between the Lessor and any consultants, contractors, subcontractors, vendors, and suppliers.
- 4.3.3 **Compliance Investigations.** Upon City's request, Lessor agrees to provide to City, within sixty (60) calendar days, a truthful and complete list of the names of all consultants, contractors, subcontractors, vendors, and suppliers Lessor used in the past five years on any of its contracts undertaken within San Diego County, including the total dollar amount paid by Lessor for each contract, subcontract, or supply contract. The Lessor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance (Municipal Code sections 22.3501-22.3517). Lessor understands and agrees that violation of this

clause shall be considered a material breach of these Requirements and may result in remedies being ordered against Lessor up to and including Lease termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Lessor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

ARTICLE V. PREVAILING WAGE

- 5.1 **Payment of Prevailing Wages.** Lessor agrees that all work done in connection with the design and construction of the Tenant Improvements is subject to the payment of prevailing wages, and Lessor agrees to comply with the requirements of Exhibit D-1 related to the payment of prevailing wages.

ARTICLE VI. DRUG FREE WORKPLACE

- 6.1 **Drug-Free Workplace.** Lessor agrees to comply with City's requirements in Council Policy 100-17, "DRUG-FREE WORKPLACE", adopted by San Diego Resolution R-277952 and fully incorporated into these Requirements by reference. The Lessor shall certify to City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace in the form and content of Attachment 6. Lessor shall ensure that its contractors and subcontractors comply with the requirements of City's Council Policy 100-17.

ARTICLE VII. PRODUCTS AND SUBMITTALS

- 7.1 **Product Submittal, Product Substitution, Submittals, and Requests for Information.** Lessor shall provide to City through ProCore Construction Management Software ("ProCore"), copies of all Project submittals, product substitution requests, submittals, and requests for information (RFIs) between the Contractors and Designers. Lessor shall provide City access to ProCore, including any necessary software licenses, to allow City to receive and process all documents. If the City takes exception to any product submittal, substitutions, submittals or RFIs, the City will notify the Lessor as soon as possible, but in no event later than fifteen (15) calendar days of receipt of the submittal or RFI. The City and Lessor shall discuss submittals and RFIs at their bi-weekly site meetings required under section 18.7 of these Requirements, and how to properly deal with any Project impacts or potential impacts from the request(s). City's review of the product submittals, substitutions, submittals and RFIs shall in no way relieve Lessor of Lessor's responsibility for construction of the Project in full compliance with all Construction Documents.

ARTICLE VIII. CHANGED CONDITIONS

- 8.1 **Changed Conditions and Unforeseen Conditions.** Changed Conditions shall be any unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character being performed. Unforeseen Conditions will include conditions not anticipated on the site, including but not limited to any unforeseen hazardous material conditions. The Parties acknowledge and agree that even if Changed Conditions or Unforeseen Conditions are found to be present, the City's contribution to the Project

Costs shall not exceed the GMP. Lessor shall bear all costs for Changed Conditions and Unforeseen Conditions on the site.

ARTICLE IX. CITY'S REIMBURSEMENT TO LESSOR FOR PROJECT COSTS

- 9.1 **Timing of Reimbursement Requests.** Lessor shall submit a Request for Reimbursement monthly to the City in the format attached as Attachment 7. The Requests for Reimbursement shall be tied to the list of Milestones in Attachment 3 and the GMP breakdown in Attachment 2. The Project Manager or their City representative shall confirm Milestones are reached on site prior to Lessor submitting a Request for Reimbursement.
- 9.2 **Method for Reimbursement.** Once Lessor has a draft Request for Reimbursement, Lessor shall coordinate an onsite meeting between the Lessor, contractors, and the City's Project Manager to confirm all Milestones are met prior to submitting the Request for Reimbursement. In addition, the Request for Reimbursement shall include all relevant backup documentation required to substantiate work has been done that is eligible for reimbursement, the City shall either approve or reject the request for reimbursement within fifteen (15) calendar days of receipt. The City may deny the request if the City needs to request additional documentation to confirm work was done or materials were purchased prior to reimbursement. Once the request is approved, the City will have forty-five (45) calendar days to pay the approved request.
- 9.3 **Final Project Cost Reimbursement at time of Project Completion.** Prior to final Project Cost Reimbursement from the City under the GMP, Lessor shall have finished all punch list items, corrected any defective or rejected work, provided all trainings required under section 13.4, and provided copies to the City of the following: All required permits, As-Built, LEED silver certification, Notice of Completion, Certificate of Occupancy, release of all claims from their contractors and suppliers, SLBE/ELBE Final Summary Report (attachment 8), warranties, operating and maintenance manuals, and a complete list of ALL contractors and subcontractors regardless of tier and their Department of Industrial Relations registration number for prevailing wage purposes.

ARTICLE X. SUBSTANTIAL COMPLETION and FINAL COMPLETION

- 10.1 **Substantial Completion Letter.** Substantial Completion may occur prior to Final Completion. The Project shall achieve Substantial Completion upon Lessor's receipt of a Substantial Completion Letter from the City. When Lessor obtains the Certificate of Occupancy, from the Development Services Department of the City, Lessor shall request an operational inspection, in accordance with Attachment 10 Operational Inspection Form. Once all items on Attachment 10 are complete and operational, the Lessor shall then receive the Substantial Completion Letter from the City Project Manager (Substantial Completion). If during the operational inspection, the Project Manager finds that items on Attachment 10 are not complete and/or operational, then all deficiencies shall be listed in a letter to Lessor to explain the items that need to be fixed to obtain a Substantial Completion Letter. The Substantial Completion Letter from the Project Manager only authorizes City utilization of the Project, it does not constitute City's agreement that the Project has achieved Final Completion. To the extent equipment or materials are precluding the issuance of

the Substantial Completion Letter, the Lessor shall have the right to receive the Substantial Completion Letter by temporarily substituting equipment and materials that are acceptable to the City which provide for the design function provided the designed equipment and materials are installed prior to Final Completion. Time is of the essence, Parties shall endeavor to respond to a request expeditiously including a complete inspection and punch list, but should a response by Lessee exceed fifteen (15) business days, additional time in the amount of the delay shall be added to the Substantial Completion Date.

- 10.2 **Final Completion.** Final Completion and final reimbursement shall not occur until all the conditions in section 9.3 are satisfied, as confirmed by the City in a Final Completion Letter.

ARTICLE XI. BONDS

- 11.1 **Payment Bonds.** Lessor shall provide or require its Construction Manager to obtain a payment bond for material and labor for 100 percent of the proposed construction costs, as determined by the construction contract signed with the contractor (Payment Bond). Payment Bond shall remain in effect through the warranty period outlined in these Requirements.
- 11.2 **Performance Bonds.** Lessor shall provide or require its Construction Manager to obtain a bond guaranteeing the performance for 100 percent of the proposed construction, as determined by the construction contract signed with the contractor (Performance Bond). Performance Bond shall remain in effect through the warranty period outlined in these Requirements.
- 11.3 **Term of Bonds.** The Payment Bond and Performance Bond shall remain in full force and effect until Final Completion to ensure that the Project is completed and all claims for materials and labor are paid, except as otherwise provided by law or regulation.

ARTICLE XII. INSURANCE

- 12.1 **Insurance During Construction of the Project.** During construction of the Project, Lessor agrees to provide the required insurance in accordance with Paragraph 8.2(b) as amended by the Third Amendment to the Lease.

ARTICLE XIII. WARRANTIES

- 13.1 **Warranties Required.** Lessor shall require the construction contractor and its subcontractors and agents to provide the warranties listed below. City shall receive a two (2) year warranty as described below and the ten (10) year warranty against latent defects. Lessor agrees to include language in all their construction contracts and subcontracts for the Project ensuring such warranties shall be enforceable by and inure to the benefit of City.
- 13.1.1 **Material and workmanship.** All work on the Project shall be guaranteed against defective workmanship and all materials furnished by the construction contractor or its agents shall be guaranteed against defects for a period of two (2) year from the date of the Project's Final Completion. Construction contractor shall replace or repair or require its agents to

replace or repair any such Defective Work or materials in a manner satisfactory to City, after notice to do so from City, and within the time specified in the notice.

13.1.2 New Material and New Equipment. Lessor's construction contractor shall warrant and guarantee, and shall require its agents to warrant and guarantee, that all materials and equipment incorporated into the Project are new unless otherwise specified.

13.1.3 Design, Construction and Other Defects. Lessor shall warrant and guarantee that all work is in accordance with the Plans and Specifications and is not defective in any way in design, construction, or otherwise. Lessor's construction contractor shall warrant and guarantee, and shall require its agents to warrant and guarantee, that all work is in accordance with the Plans and Specifications and is not defective in any way in construction.

13.1.4 Manufacturer's Warranty. Notwithstanding 13.1, any manufacturer's warranties provided to Lessor shall be provided by Lessor to City. Prior to enforcing Paragraph 13.2 of the Lease, Lessor shall make any warranty claims necessary during any warranty period (if City cannot pursue them on its own) and shall not hold City responsible for the costs of repair work covered under such warranties.

13.2 Form and Content. Except manufacturer's standard printed warranties, all warranties shall be on Lessor's and Lessor's agents, material supplier's, installers or manufacturer's own letterhead, addressed to Lessor and City. All warranties shall be submitted in the format specified in this Section.

13.2.1 Durable Binder. Obtain warranties, executed in triplicate by Lessor, Lessor's agents, installers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.

13.2.2 Table of Contents. All warranties shall be listed and typewritten in the sequence of the table of contents of the Project manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

13.2.3 Index Tabs. Each warranty shall be separated with index tab sheets keyed to the table of contents listing.

13.2.4 Detail. Provide full information, using separate typewritten sheets, as necessary. List Developer's agents, installer, and manufacturer, with name, address, and telephone number of responsible principal.

13.2.5 Warranty Start Date. This date shall be left blank until the date of Substantial Completion.

13.2.6 Signature and Notarization. All warranties shall be signed and notarized. Signatures shall be required from Lessor's construction contractor and where appropriate, the responsible subcontractor.

- 13.3 **Term of Warranties.** Unless otherwise specified or provided by law, all warranties, shall extend for a term of two (2) year from the date of Substantial Completion.
- 13.4 **Required Meetings and Trainings.** Lessor and their contractors and subcontractors shall meet with City staff to go over all warranties and to ensure that all City staff is properly trained on all new equipment being installed onsite. These meetings and trainings shall occur prior to the Lessor obtaining Final Completion of the Project.

ARTICLE XIV. DEFECTIVE WORK

- 14.1 **Correction, Removal, or Replacement.** All work, material, or equipment that, in the judgement of a designated City Engineer, is unsatisfactory, faulty, incomplete, or does not conform to the Construction Documents is defective (Defective Work). If during construction of the Project, within the designated warranty period, or such additional period as may be required by law or regulation, the Project is discovered to contain Defective Work, Lessor shall promptly and in accordance with City's written instructions and within the reasonable time limits stated therein, either correct the Defective Work, or if it has been rejected by City, remove it from the site and replace it with non-defective and conforming work.
- 14.2 **City's Right to Correct.** If circumstances warrant, including an emergency or Lessor's failure to adhere to Section 14.1, City may correct, remove, or replace the Defective Work. In such circumstances, Lessor shall reimburse City for all City's costs, whether direct or indirect, associated with the correction or removal and replacement.
- 14.3 **Defects constitute non-reimbursable costs under GMP.** All costs incurred by Lessor or Lessor's agents to remedy Defective Work are not Project Costs eligible for reimbursement.
- 14.4 **No limit on other Remedies.** Exercise of the remedies for Defective Work pursuant to this Article shall not limit the remedies City may pursue under the Lease, these Requirements, at law, or in equity. City agrees that this section does not create a right to allege a patent defect outside of the two (2) year warranty period agreed to in Section 13.1.

ARTICLE XV. RECORDS AND AUDITS

- 15.1 **Records and Audit Requirements and Contract Language.** Lessor shall comply with the record retention and audit requirements in this section and shall include these requirements in all their construction contracts and subcontracts for the Project.
- 15.1.1 **Retention of Records.** Lessor and Lessor's agents shall maintain data and records related to this Project and these Requirements for a period of not less than five (5) years following the Effective Date of the Third Amendment to the Lease.
- 15.1.2 **Audit of Records and Costs.** At any time during normal business hours and as often as City deems necessary, Lessor and all contractors or subcontractors shall make available to City for examination at reasonable locations within the City/County of San Diego all of the data and records with respect to all matters covered by these Requirements. Lessor and all

contractors or subcontractors shall permit City to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered by these Requirements. If records are not made available within the City/County of San Diego, then Lessor shall pay all City's travel-related costs to audit the records associated with these Requirements at the location where the records are maintained. All such costs are Non-Reimbursable Project Costs.

- 15.1.3 **Costs.** Lessor and Lessor's agents shall allow City to audit and examine books, records, documents, and any and all evidence and accounting procedures and practices that City determines are necessary to discover and verify all costs of whatever nature, which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation have been submitted under these Requirements.

ARTICLE XVI. NOTICES

- 16.1 **Notices.** All notices required under these Requirements shall be given in accordance with Paragraph 23 of the Lease.

ARTICLE XVII. DISPUTE RESOLUTION PROCESS

- 17.1 **Dispute Resolution Process.** In an effort to resolve disputes quickly and ensure timely completion of the Project, any disputes that arise under these Requirements that cannot be quickly resolved between Lessor and the Project Manager shall immediately be elevated to the Deputy Chief Operating Officer (DCOO) that oversees General Services, and the DCOO shall use their best efforts to ensure that such dispute(s) are resolved quickly. This step is required before the Parties can initiate non-binding Mediation.
- 17.2 **Mandatory Mediation.** If a dispute arises out of or relates to these Requirements, that cannot be resolved through normal contract negotiations and section 17.1 above, notwithstanding Paragraph 64 of the Lease, the Lessor and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS or any other neutral organization agreed upon by the parties before having recourse in a court of law. Work on the Project and undisputed Reimbursement Requests to Lessor for Project Costs under Article IX shall proceed to Completion even if a dispute under these Requirements has come up, this process will not be considered an excusable delay under the Requirements.
- 17.2.1 **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 the subject matter of these Requirements, if possible, and chosen from lists furnished by JAMS or any other agreed upon mediator.
- 17.2.2 **Mediation Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All joint 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.

- 17.2.3 **Conduct of Mediation.** Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings, and admissions will be confidential to the proceedings (pursuant to California Evidence Code Sections 1115 - 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.
- 17.2.4 **Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.
- 17.2.5 Lessor shall be allowed to have its Construction Manager and any necessary Trade Contractors participate in all Dispute Resolution Processes.

ARTICLE XVIII. GENERAL PROVISIONS

18.1 Definitions.

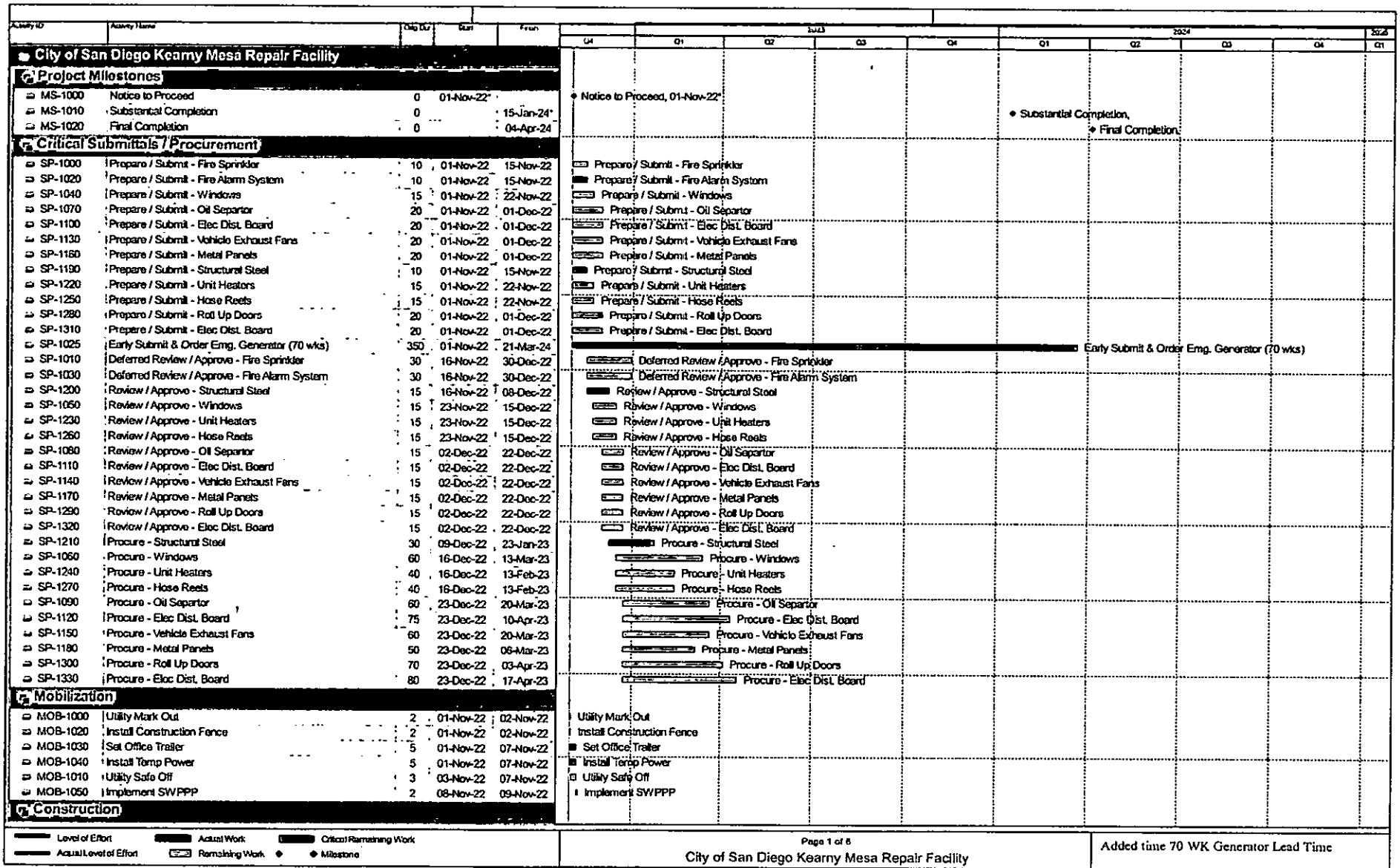
- 18.1.1 **Construction Documents.** Construction Documents include, but are not limited to: construction contract(s), contract addenda, notice inviting bids, instructions to bidders, bid (including documentation accompanying bid and any post-bid documentation submitted prior to notice of award), the bonds, permits, any special provisions, the plans, standard plans, standard specifications, reference specifications, Plans and Specifications and all modifications issued after the execution of the construction contract.
- 18.1.2 **Plans and Specifications.** Plans and Specifications include: Demolition scope, landscape and site details, architectural details, IT and LEED energy efficient requirement, fire and life safety elements, as well as building, structural, mechanical, plumbing and electrical drawings, including requirements and standard for materials, workmanship, style, color, and finishes, as provided by Lessor's Designer and approved by the City of San Diego through plan check (Identified as PTS -0680994).
- 18.2 **Attachments.** The following Attachments are referenced and attached to these Requirements and are fully incorporated herein by reference: Attachment 1 - Project Schedule, Attachment 2- GMP, Attachment 3- Milestones, Attachment 4 -Change Order Form Attachment 5- SLBE Requirements, Attachment D-1- Prevailing Wage requirements, Attachment 6 – Drug Free Workplace, Attachment 7- Request for Reimbursement, Attachment 8 – SLBE Participation documentation, Attachment 9 - Allowances and Attachment 10 - Operational Inspection Form.
- 18.3 **Compliance with Controlling Laws.** Lessor shall require its consultants, contractors, subcontractors, agents, and employees to comply with all laws, statutes, resolutions, ordinances, regulations, and policies of the federal, state, and local governments applicable to these Requirements, including California Labor Code sections 1720 through 1861 relating to the payment

of prevailing wages, including, but not limited to, the design, preconstruction, and construction phases of the Project. In addition, Lessor shall require its consultants, contractors, subcontractors, agents, and employees to comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, resolutions, ordinances, rules, regulations, or policies. Lessor and its consultants, contractor and subcontractors shall also comply with state and local building codes, Clean Air Act of 1970, Clean Water Act, San Diego Municipal Code Chapter 4, Article 3, Division 3 (Storm Water Management and Discharge Control), American with Disabilities Act and Title 24 of the California Building Code, California Environmental Quality Act, and all permit conditions.

- 18.4 **Hazardous Materials.** See definition in Paragraph 6.2(a) of the Lease. Notwithstanding any other terms or conditions in the Lease, Lessor shall be responsible for all handling, installation, disposal, storage, or transportation of Hazardous Materials for the Project. Any fines, delays, or additional costs incurred as a result of failure to comply with applicable laws related to Hazardous Materials shall not be a Reimbursable Project Costs, and shall be the sole responsibility of Lessor and shall not constitute excusable delay on the Project.
- 18.5 **Site Access and Safety.** Lessor and Lessor's contractors shall ensure that City staff have safe access to the site for inspections and meetings as required. Lessor and Lessor's contractors assume all responsibility for site safety during construction of the Project.
- 18.6 **Coordination with City and Other Contractors.** Lessor and Lessor's contractors shall coordinate with the City and its separate contractors for the installation of IT equipment on site during construction of the Project. Delay caused by Lessor and Lessor's contractors' inability to coordinate shall not constitute an Excusable Delay on the Project.
- 18.7 **Required Meetings on Site.** Lessor, Lessor's contractors, Lessor's designer and the City's Project Manager shall have bi-weekly meetings on site to discuss status of the Project, conduct walk throughs, discuss submittals, discuss RFIs, review monthly project construction schedules from the contractor, and discuss upcoming billings prior to submitting monthly Request for Reimbursement in compliance with section 9.2 of these Requirements.
- 18.8 **City's Project Manager.** The City's Project Manager shall be the Director of the General Services Department, unless City notifies otherwise in writing. The Project Manager is only authorized to represent the City as specifically identified in this Attachment F. Any requirements or noticing of the Lessor to the City shall otherwise be in accordance with Section 23.1 of the Lease
- 19.9 **Limitation of Liability.** In no event will Lessor or City be liable for any special, indirect, incidental, or consequential damages, punitive damages, cost of cover, business interruption, loss of data, or lost profits, however caused, under any theory of liability, even if advised of the possibility of such damages or loss.

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 1 – Project Schedule



Activity ID	Activity Name	Day (1)	Start	Finish	2023	2024				2025				
					G4	G1	G2	G3	G4	G1	G2	G3	G4	G1
Building A														
Phase 1 - Office Area / Restrooms														
A-1000	Pre-Demo All Subs Mark Out	1	10-Nov-22	10-Nov-22	I Pre-Demo All Subs Mark Out									
A-1010	Demolition	10	14-Nov-22	29-Nov-22	I Demolition									
A-1020	Layout / Demo Slabs	10	30-Nov-22	13-Dec-22	I Layout / Demo Slabs									
A-1030	Install Under-Slab Plumbing	10	14-Dec-22	28-Dec-22	I Install Under-Slab Plumbing									
A-1040	Install Under-Slab Electrical	10	14-Dec-22	28-Dec-22	I Install Under-Slab Electrical									
A-1050	Pour Back Slabs	1	29-Dec-22	29-Dec-22	I Pour Back Slabs									
A-1060	Install Fire Sprinkler	10	03-Jan-23	16-Jan-23	I Install Fire Sprinkler									
A-1070	Install HVAC Rough-In	4	17-Jan-23	20-Jan-23	I Install HVAC Rough-In									
A-1080	Install Overhead Plumbing	4	23-Jan-23	26-Jan-23	I Install Overhead Plumbing									
A-1090	Install Overhead Electrical	4	27-Jan-23	01-Feb-23	I Install Overhead Electrical									
A-1100	Frame Walls & Ceilings	10	02-Feb-23	15-Feb-23	I Frame Walls & Ceilings									
A-1110	Install Door Frames	2	14-Feb-23	15-Feb-23	I Install Door Frames									
A-1120	In-Wall Plumbing Rough-In	5	16-Feb-23	22-Feb-23	I In-Wall Plumbing Rough-In									
A-1130	In-Wall / Ceiling Electrical Rough-In	5	16-Feb-23	22-Feb-23	I In-Wall / Ceiling Electrical Rough-In									
A-1140	Insulate Walls	2	23-Feb-23	24-Feb-23	I Insulate Walls									
A-1150	Hang Drywall (Walls & Ceilings)	5	27-Feb-23	03-Mar-23	I Hang Drywall (Walls & Ceilings)									
A-1160	Tape & Finish Walls & Ceilings	7	06-Mar-23	14-Mar-23	I Tape & Finish Walls & Ceilings									
A-1170	Paint Walls & Ceilings	5	15-Mar-23	21-Mar-23	I Paint Walls & Ceilings									
A-1180	Install Tile	15	22-Mar-23	11-Apr-23	I Install Tile									
A-1190	Install Countertop @ Restrooms	3	12-Apr-23	14-Apr-23	I Install Countertop @ Restrooms									
A-1200	Install Restroom Plumbing Fixtures	5	17-Apr-23	21-Apr-23	I Install Restroom Plumbing Fixtures									
A-1210	Install Light Fixtures @ Restrooms	5	24-Apr-23	28-Apr-23	I Install Light Fixtures @ Restrooms									
A-1220	Install HVAC Trim @ Restrooms	3	24-Apr-23	28-Apr-23	I Install HVAC Trim @ Restrooms									
A-1230	Elec / FA Finishes	3	24-Apr-23	28-Apr-23	I Elec / FA Finishes									
A-1240	Install Toilet Partitions / Accessories	5	01-May-23	05-May-23	I Install Toilet Partitions / Accessories									
A-1250	Install Doors / Hardware	3	06-May-23	10-May-23	I Install Doors / Hardware									
A-1260	Install Lockers / Bench	3	11-May-23	15-May-23	I Install Lockers / Bench									
A-1270	Install Signage	3	11-May-23	15-May-23	I Install Signage									
A-1280	Clean Up	2	16-May-23	17-May-23	I Clean Up									
A-1290	Install T-Bar Ceiling	10	22-Mar-23	04-Apr-23	I Install T-Bar Ceiling									
A-1300	Set Elec. Panels / Run Conduit to Panels	5	22-Mar-23	28-Mar-23	I Set Elec. Panels / Run Conduit to Panels									
A-1310	Pull Elec Branch Wiring	3	28-Mar-23	31-Mar-23	I Pull Elec Branch Wiring									
A-1320	Make Up Elec Panel	3	03-Apr-23	05-Apr-23	I Make Up Elec Panel									
A-1330	Fire Sprinkler Drops @ T-Bar Ceiling	5	05-Apr-23	11-Apr-23	I Fire Sprinkler Drops @ T-Bar Ceiling									
A-1340	Fire Alarm & LV Devices @ T-Bar Ceiling	5	05-Apr-23	11-Apr-23	I Fire Alarm & LV Devices @ T-Bar Ceiling									
A-1350	Install Light Fixtures @ T-Bar Ceiling	5	05-Apr-23	11-Apr-23	I Install Light Fixtures @ T-Bar Ceiling									
A-1360	Drop in Ceiling Tiles	3	12-Apr-23	14-Apr-23	I Drop in Ceiling Tiles									
A-1370	Install Casework	5	17-Apr-23	21-Apr-23	I Install Casework									
A-1380	Install Sinks @ Casework	3	24-Apr-23	28-Apr-23	I Install Sinks @ Casework									
A-1390	Install Flooring (LVT / Carpet)	10	27-Apr-23	10-May-23	I Install Flooring (LVT / Carpet)									
A-1400	Elec / LV Finishes	5	11-May-23	17-May-23	I Elec / LV Finishes									
A-1410	Install Doors / Hardware	3	11-May-23	15-May-23	I Install Doors / Hardware									
A-1420	Install Signage	2	16-May-23	17-May-23	I Install Signage									
A-1430	Clean Up	2	18-May-23	19-May-23	I Clean Up									
Phase 2 - Shop Area														
Level of Effort Actual Work Critical Remaining Work Actual Level of Effort Remaining Work Milestone														

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City of San Diego Kearny Mesa Repair Facility

Added time 70 WK Generator Lead Time

Activity ID	Activity Name	Orig Dur	Start	Finish	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	2023
A-2000	Pre-Demo All Subs Mark Out	1	30-Nov-22	30-Nov-22	■ Pre-Demo All Subs Mark Out									
A-2010	Demolition	10	01-Dec-22	14-Dec-22	■ Demolition									
A-2020	Layout / Demo Slabs	5	15-Dec-22	21-Dec-22	■ Layout / Demo Slabs									
A-2030	Install Under-Slab Plumbing	5	22-Dec-22	29-Dec-22	■ Install Under-Slab Plumbing									
A-2040	Place Concrete for Trench Drain	6	30-Dec-22	09-Jan-23	■ Place Concrete for Trench Drain									
A-2050	Place Concrete Footings / Grade Beams	10	10-Jan-23	23-Jan-23	■ Place Concrete Footings / Grade Beams									
A-2060	Install Structural Steel	15	24-Jan-23	13-Feb-23	■ Install Structural Steel									
A-2070	Place Concrete Slab	5	14-Feb-23	20-Feb-23	■ Place Concrete Slab									
A-2080	Install Fire Sprinkler	10	21-Feb-23	06-Mar-23	■ Install Fire Sprinkler									
A-2090	Install Hose Reels	5	21-Feb-23	27-Feb-23	■ Install Hose Reels									
A-2100	Install Unit Heaters	5	21-Feb-23	27-Feb-23	■ Install Unit Heaters									
A-2110	Install HVAC Rough-In	10	28-Feb-23	13-Mar-23	■ Install HVAC Rough-In									
A-2120	Install Overhead Plumbing	10	07-Mar-23	20-Mar-23	■ Install Overhead Plumbing									
A-2130	Install Overhead Electrical	10	14-Mar-23	27-Mar-23	■ Install Overhead Electrical									
A-2140	Metal Stud Framing @ Office Area	5	28-Mar-23	03-Apr-23	■ Metal Stud Framing @ Office Area									
A-2150	Wood Framing @ Data Room	5	28-Mar-23	03-Apr-23	■ Wood Framing @ Data Room									
A-2160	Install Door Frames	2	31-Mar-23	03-Apr-23	■ Install Door Frames									
A-2170	In-Wall Plumbing	5	04-Apr-23	10-Apr-23	■ In-Wall Plumbing									
A-2180	In-Wall Electrical	5	04-Apr-23	10-Apr-23	■ In-Wall Electrical									
A-2190	Insulate Walls	2	11-Apr-23	12-Apr-23	■ Insulate Walls									
A-2200	Hang Drywall	3	13-Apr-23	17-Apr-23	■ Hang Drywall									
A-2210	Tape & Finish	5	18-Apr-23	24-Apr-23	■ Tape & Finish									
A-2220	Paint Walls & Ceilings	10	25-Apr-23	08-May-23	■ Paint Walls & Ceilings									
A-2230	Install Light Fixtures / Ceiling Fans	10	09-May-23	22-May-23	■ Install Light Fixtures / Ceiling Fans									
A-2240	Install HVAC Finish	10	09-May-23	22-May-23	■ Install HVAC Finish									
A-2250	Set Elec. Panels / Run Conduit to Panels	5	09-May-23	15-May-23	■ Set Elec. Panels / Run Conduit to Panels									
A-2260	Set Dist. Board / Run Conduit to Equip	5	09-May-23	15-May-23	■ Set Dist. Board / Run Conduit to Equip									
A-2270	Pull Elec Feeders	5	16-May-23	22-May-23	■ Pull Elec Feeders									
A-2280	Pull Elec Branch Wiring	8	23-May-23	02-Jun-23	■ Pull Elec Branch Wiring									
A-2290	Make Up Elec Panels	10	05-Jun-23	18-Jun-23	■ Make Up Elec Panels									
A-2300	Install Fire Alarm / Elec / LV Finishes	5	05-Jun-23	09-Jun-23	■ Install Fire Alarm / Elec / LV Finishes									
A-2310	Patch Slab	5	12-Jun-23	18-Jun-23	■ Patch Slab									
A-2320	Seal Concrete	5	19-Jun-23	23-Jun-23	■ Seal Concrete									
A-2330	Install Doors / Hardware	2	26-Jun-23	27-Jun-23	■ Install Doors / Hardware									
A-2340	Install C.I. Fencing	5	26-Jun-23	30-Jun-23	■ Install C.I. Fencing									
A-2350	Install FEC's	1	26-Jun-23	28-Jun-23	■ Install FEC's									
A-2360	Clean Up	3	03-Jul-23	05-Jul-23	■ Clean Up									
Building A Exterior														
AEX-1000	Sawcut/Remove Conc. Wall @ Roll Up Door	3	22-Dec-22	27-Dec-22	■ Sawcut/Remove Conc. Wall @ Roll Up Door									
AEX-1010	Patch Concrete Walls	5	28-Dec-22	04-Jan-23	■ Patch Concrete Walls									
AEX-1020	Exterior Framing / Sheathing	3	05-Jan-23	09-Jan-23	■ Exterior Framing / Sheathing									
AEX-1030	Install New Windows	5	14-Mar-23	20-Mar-23	■ Install New Windows									
AEX-1040	Install Wall Paneling	8	21-Mar-23	30-Mar-23	■ Install Wall Paneling									
AEX-1050	Install Roll Up Doors	8	04-Apr-23	13-Apr-23	■ Install Roll Up Doors									
Building A Roof														
ARF-1000	Safe Off / Remove HVAC Equip	2	21-Mar-23	22-Mar-23	■ Safe Off / Remove HVAC Equip									
ARF-1010	Remove Roofing as Necessary for New Equip	1	23-Mar-23	23-Mar-23	■ Remove Roofing as Necessary for New Equip									
ARF-1020	MEP Roof Penetrations	2	24-Mar-23	27-Mar-23	■ MEP Roof Penetrations									
ARF-1030	Install Curbs / Platforms for New Equipment	2	24-Mar-23	27-Mar-23	■ Install Curbs / Platforms for New Equipment									

Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

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City of San Diego Kearny Mesa Repair Facility

Added time 70 WK Generator Lead Time

Added time 70 WK Generator Lead Time	
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Activity ID				Activity Name				2023				2024				2025			
				Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1		
FOS-1150 Install Gate																			
Backup Generator Pad																			
GEN-1000	Install U/G Electrical	6	17-Aug-23	24-Aug-23															
GEN-1010	Grade for Pad	2	25-Aug-23	28-Aug-23															
GEN-1020	Form / Rebar	3	29-Aug-23	31-Aug-23															
GEN-1030	Set Bollards	2	29-Aug-23	30-Aug-23															
GEN-1040	Pour Pad	1	01-Sep-23	01-Sep-23															
GEN-1050	Cure Pad	7	02-Sep-23	08-Sep-23															
GEN-1060	Set Temporary Generator	1	11-Sep-23	11-Sep-23															
GEN-1070	Pull / Terminate Feeders	5	12-Sep-23	18-Sep-23															
Trash / Recycling																			
TR-1000	Pre-Demo All Subs Mark Out	1	14-Aug-23	14-Aug-23															
TR-1010	Demo Slab	2	15-Aug-23	16-Aug-23															
TR-1020	Excavate Slab & Footings	3	17-Aug-23	21-Aug-23															
TR-1030	Form / Rebar	3	22-Aug-23	24-Aug-23															
TR-1040	Set Bollards	2	22-Aug-23	23-Aug-23															
TR-1050	Pour Footings	1	25-Aug-23	25-Aug-23															
TR-1060	Erect Structural Steel Columns / Roof	5	28-Aug-23	01-Sep-23															
TR-1070	Install Metal Decking	2	05-Sep-23	06-Sep-23															
TR-1080	Place Slab on Grade	1	07-Sep-23	07-Sep-23															
TR-1090	Place Column Concrete Encasement	2	08-Sep-23	11-Sep-23															
TR-1100	Electrical Rough-In	4	12-Sep-23	15-Sep-23															
TR-1110	Install Chain Link & Roof	5	12-Sep-23	18-Sep-23															
TR-1120	Install Lights	1	18-Sep-23	18-Sep-23															
TR-1130	Install Gutters	2	19-Sep-23	20-Sep-23															
TR-1140	Install Gate	2	19-Sep-23	20-Sep-23															
Metal Recycling / Wash Area / Fuel Tank																			
MR-1000	Pre-Demo All Subs Mark Out	1	14-Aug-23	14-Aug-23															
MR-1010	Demo Slab	2	15-Aug-23	16-Aug-23															
MR-1020	Excavate Slab & Footings	3	17-Aug-23	21-Aug-23															
MR-1030	Form / Rebar	3	22-Aug-23	24-Aug-23															
MR-1040	Set Bollards	2	22-Aug-23	23-Aug-23															
MR-1050	Pour Footings	1	25-Aug-23	25-Aug-23															
MR-1060	CMU Walls	5	28-Aug-23	01-Sep-23															
MR-1070	Grout Walls	1	05-Sep-23	05-Sep-23															
MR-1080	Erect Structural Steel Columns / Roof	5	06-Sep-23	12-Sep-23															
MR-1090	Install Metal Decking	2	13-Sep-23	14-Sep-23															
MR-1100	Place Slab on Grade	1	15-Sep-23	15-Sep-23															
MR-1110	Place Column Concrete Encasement	2	18-Sep-23	19-Sep-23															
MR-1120	Electrical Rough-In	4	20-Sep-23	25-Sep-23															
MR-1130	Install Chain Link & Roof	5	20-Sep-23	26-Sep-23															
MR-1140	Install Lights	1	27-Sep-23	27-Sep-23															
MR-1150	Install Gutters	2	27-Sep-23	28-Sep-23															
MR-1160	Install Gate	2	27-Sep-23	28-Sep-23															
Site Finishes																			
Site Sewer / Oil Separator																			
SS-1000	Pre-Demo All Subs Mark Out	1	17-Aug-23	17-Aug-23															
SS-1010	Demo for Site Sewer	2	18-Aug-23	21-Aug-23															
SS-1020	Install Site Sewer	5	22-Aug-23	28-Aug-23															

Level of Effort

Actual Work

Critical Remaining Work

Actual Level of Effort

Remaining Work

Milestone

Page 5 of 8

City of San Diego Kearny Mesa Repair Facility

Added time 70 WK Generator Lead Time

Level of Effort: ■ Actual Work ■ Critical Remaining Work
 Actual Level of Effort: ■ Remaining Work ◆ Milestone

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 2 – GMP

9-20-22 Final Revised GMP Rebid
BRC Kearny Mesa Repair GMP

Item	Description - Bid Pack Pricing Good Until 10/19/22	\$/SF	%	Total	ELB/SLB	Comments / Trade
1	Bid Package #1 SWPPP-Rebid		0.82%	76,402		Summit Enterprises
2	Bid Package #2 Survey		0.44%	41,000	41,000	Acculine Survey - SLBE
3	Bid Package #3 Demo, Haz, Earth		6.59%	591,430		Casper Demolition
4	Bid Package #4 Asphalt, Sulp, Site sign-Rebid		8.41%	315,710		RAP Engineering
5	Bid Package #5 Concrete, Rebar		7.18%	663,700		Team C Concrete
6	Bid Package #6 Masonry-Rebid		0.30%	27,395	27,395	Trueline Masonry - ELBE
7	Bid Package #7 Structural Steel, Fence-Rebid		20.86%	1,942,584		Vulcan Steel
8	Bid Package #8 Framing, Drywall, Carpentry, Paint-Rebid		8.19%	573,934		Standard Drywall
9	Bid Package #9 Casework, Countertops		0.38%	35,138		ICI Cabinets
10	Bid Package #10 Formed Metal, Sheetmetal, Roof Patch-Rebid		2.83%	244,000	244,000	San Diego Sheet Metal - ELBE
11	Bid Package #11 Doors, Frames & Hardware-Rebid		1.27%	118,135		Construction Hardware
12	Bid Package #12 Storefront Glass, Mirrors, Hardware-Rebid		0.96%	89,300		TH City Glass
13	Bid Package #13 Overhead Doors & Grills		1.62%	148,000		Inland Overhead
14	Bid Package #14 Flooring, Tile		2.52%	212,969		Workplace Services
15	Bid Package #15 Signage		0.10%	9,312		All Star Signage
16	Bid Package #16 Specialties		1.44%	133,384	133,384	DIG Const - ELBE
17	Bid Package #17 Fire Sprinklers		0.32%	29,400	29,400	AJ Fire - ELBE
18	Bid Package #18 Plumbing & Site Utilities-Rebid		0.85%	866,821	866,821	JOS Mechanical - SLBE
19	Bid Package #19 HVAC & Controls-Rebid		9.32%	864,100		ACH Mechanical
20	Bid Package #20 Electrical & Low Voltage-Rebid		21.46%	2,081,420		Cacy Electric
21	Bid Package #21 Landscaping & Irrigation-Rebid		1.63%	151,285		Marina Landscape
22	Bid Package #22 Final Clean		0.23%	23,100		Pacific Coast Cleaning
23	Bid Package #23 Testing And Inspection		0.32%	29,512		GeoTek
24	Bid Packs Hard Cost - Subtotals			\$9,268,031	1,341,000	% w/ Allowances Below 11.87%
25	Photovoltaic System @ Bldg. A - (shown as separate permit)			\$400,000		Allowance
26	Furnishings, Moving & Equipment			\$312,056		Allowance
27	Removal of misc shop materials not per new plan			\$15,000		Allowance
28	Demo & Dispose of Modular Furniture - Allowance			\$15,000		Allowance
29	Work Bays - Air, Fuel, Lube & Product Systems			\$504,197		Western Pump Updated
30	Painting of shop ceilings - Paint above 10' plus structure			\$123,152		Allowance
31	Access Control System - Remotes on vehicles - Allowance			\$15,000		Allowance
32	Security / Access Control System - Card readers - Allowance			\$50,000		Allowance
33	Audio Visual - Equipment & Infrastructure - Allowance			\$125,000		Allowance
34	Intercom / PA system - Allowance			\$25,000		Allowance
35	Construction Warranty - Extended for HVAC, MEP systems			\$81,368		Allowance
36	Repair Electrical Gear / Feeders copper theft - ALLOWANCE			\$250,000		Allowance, Estimated
37	Roof Members - Replace / Upgrade			\$125,000		Allowance - New Suggested work
38	Total Added Work & Bid Packs Managed by CM			\$ 11,308,804		
39	CM General Conditions			\$ 1,122,554		
40	Subtotal Work and GC's			\$ 12,431,358		
41	CM Contingency 1.5% of subtotal		1.5%	\$ 186,470		
42	CM Fee			\$ 590,489		
43	CM Bond			\$ 131,654		
44	Subtotal Cost of Construction			\$ 13,339,971		
45	Preconstruction Costs			\$ 135,917		
46	Total Contractor costs			\$ 13,475,888		
47	Unforeseen Site Conditions		3%	\$ 400,199		
48	Design & Engineering - Arch/Eng C&A Fees & LEED Consultant			\$ 415,000		
49	Permits and Fees - Allowances			\$ 75,000		
50	Builders Risk Insurance - 18 month policy			\$ 38,538		
51	Subtotal Cost of Work, Design & Fees- GMP			\$ 14,404,625		
52	City of San Diego Contingency		5%	\$ 565,440		
53	GMP Total with Contingency			\$ 14,970,066		

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 3 - Milestones (9/20/22 Final)

Item #	DESCRIPTION OF WORK	SCHEDULED VALUES
BP #01	SWPPP / BMP's installed & stockpiled	\$ 48,400
	Maintenance Visits & Inspection Services	\$ 26,002
	BMP removal	\$ 2,000
BP #02	Initial Site Survey	\$ 29,500
	Curb / concrete / landscape survey	\$ 9,500
	Final close out and reports	\$ 2,000
BP #03	Hazmat Abatement & Reports	\$ 125,000
	Demolition Interior	\$ 385,000
	Site Demo & Exterior	\$ 81,430
BP #04	Asphalt Submittals & Bond	\$ 15,000
	Paving & Overlay	\$ 160,000
	Crack Seal and Guardtop Seal	\$ 129,400
	Striping & Signage	\$ 11,310
BP #05	Concrete Submittal & Bond	\$ 23,464
	Interior Grade Beam & Footing / Interior Slab Patch	\$ 335,516
	Site Concrete	\$ 144,120
	Rebar	\$ 72,800
	Carport Footings	\$ 63,500
	Gen, Trash, Metal pads	\$ 24,300
BP #06	CMU Submittals	\$ 8,200
	CMU and Reinforcement	\$ 19,195
BP #07	Steel Submittals & Bond	\$ 82,584
	Steel Detailing/ shop drawings	\$ 70,400
	Structural Steel Fabrication & Delivery	\$ 654,434
	Structural Steel & Misc Iron Erection	\$ 282,841
	Metal Decking	\$ 110,667
	Chain Link Enclosures Interior	\$ 125,000
	Chain Link Fencing and Gates Exterior	\$ 321,612
	Ornamental Fence and Gates	\$ 295,046
	Metal Stud and Drywall Submittals & Bond	\$ 25,000
BP #08	Metal Stud Framing	\$ 250,000
	Drywall Hang	\$ 56,000
	Drywall Tape and Finish	\$ 56,000
	Painting Interior	\$ 72,000
	Painting Exterior	\$ 68,000
	Wood Framing at Roof & Miscellaneous	\$ 46,934
	Casework Submittals & Shop Drawings	\$ 6,500
BP #09	Casework Fabrication & Delivery	\$ 22,500
	Casework Installation	\$ 3,000
	Countertop Fabricate & Install	\$ 3,138
BP #10	Roofing & Sheet Metal Submittals and Bond	\$ 24,000
	Patch & Repair Roof	\$ 115,000
	Sheet Metal	\$ 81,650
	Sheet Metal Louvers	\$ 23,350
BP #11	Doors, Frames & Hardware Submittals and Bond	\$ 10,400
	Set Door Frames	\$ 39,935
	Door & Door Hardware Complete	\$ 67,800
BP #12	Glass Submittals	\$ 12,000
	Storefront	\$ 35,000

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 3 - Milestones (9/20/22 Final)

Item #	DESCRIPTION OF WORK	SCHEDULED VALUES
BP #13	Aluminum Sliding Glass Doors	\$ 42,300
	Overhead Doors Submittals, Shops & Bond	\$ 12,000
	Hang Tracks	\$ 52,000
BP #14	Door Curtains, Curtains & Test	\$ 84,000
	Flooring & Tile Submittals & Bond	\$ 15,800
	Ceramic Tile Material & Install	\$ 145,405
BP #15	Carpet Tile Material & Install	\$ 34,000
	LVT Material & Install	\$ 15,000
	Rubber Base Material & Labor	\$ 2,764
BP #16	Signage Submittals & Shop Drawings	\$ 2,500
	Signage Room ID	\$ 2,050
	Signage Exterior	\$ 4,762
BP #17	Specialties - Submittals & Bond	\$ 10,300
	Wall & Door Protection	\$ 24,650
	Fire Extinguishers	\$ 3,600
BP #18	Bike Racks	\$ 2,900
	Flagpole	\$ 9,650
	Toilet Partitions & Accessories	\$ 30,980
BP #19	Lockers	\$ 30,254
	Postal Specialties	\$ 15,250
	Entrance Mats	\$ 5,800
BP #20	Fire Sprinkler Design, Shop Drawings & Fees	\$ 8,500
	Demo Existing Piping	\$ 11,500
	Install new sprinklers	\$ 9,400
BP #21	Plumbing Submittals & Bond	\$ 43,314
	Building Safe off and Demo	\$ 52,540
	Underground Plumbing Interior	\$ 225,000
BP #22	Trench Drains	\$ 85,000
	Underground Gas	\$ 18,000
	Plumbing Fixtures Complete	\$ 21,967
BP #23	Air & Hose Reels	\$ 48,000
	Domestic Water	\$ 175,000
	Natural Gas Piping	\$ 51,000
BP #24	Site & Storm Drain	\$ 103,000
	Site Water & Backflows	\$ 24,000
	Site Utilities - BioBasin	\$ 20,000
BP #25	HVAC Submittals & Bond	\$ 35,000
	Interior - Demo/Safe-off	\$ 85,000
	Interior - Rough Ductwork & Equipment	\$ 347,100
BP #26	Interior - Vehicle Exhaust	\$ 315,000
	Interior - Finish & Trim	\$ 12,000
	Controls	\$ 11,400
BP #27	Roof - Rough, Duct & Equipment	\$ 44,600
	Air Balance & Start up	\$ 14,000
	Electrical Submittal & Bond	\$ 48,000
BP #28	Demo and Safe off	\$ 157,500
	Underground Electrical	\$ 270,000
	Electrical Rough In Wall	\$ 722,056
BP #29	Electrical Trim	\$ 170,881

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 3 - Milestones (9/20/22 Final)

Item #	DESCRIPTION OF WORK	SCHEDULED VALUES
BP #21	Switchgear & Panels	\$ 160,582
	Generator & ATS	\$ 250,000
	Light Fixtures	\$ 302,401
	Landscape Bond & Submittal	\$ 15,000
	Irrigation	\$ 108,285
BP #22	Planting	\$ 28,000
	Final Clean	\$ 23,100
BP #23	Testing, Ongoing throughout project, needs to bill monthly	\$ 29,512
ALLOWANCES (Billing to be determined by change order request)		
	Photovoltaic System @ Bldg A - (shown as separate permit)	\$ 400,000
	Furnishings, Moving & Equipment	\$ 312,056
	Removal of Misc shop materials not per new plan	\$ 15,000
	Demo & Dispose of Modular Furniture - Allowance	\$ 15,000
	Work Bays - Air, Fuel, Lube & Product System	\$ 504,197
	Painting of shop ceilings - Paint above 10' plus structure	\$ 123,152
	Access Control Systems - Remotes on vehicles - Allowance	\$ 15,000
	Security / Access Control System - Card Readers - Allowance	\$ 50,000
	Audio Visual - Equipment & infrastructure - Allowance	\$ 125,000
	Intercom / PA System - Allowance	\$ 25,000
	Construction Warranty - Extended for HVAC, MEP Systems	\$ 81,368
	Repair Electrical Gear / Feeders copper theft - Allowance	\$ 250,000
	Roof Members - Replace / Upgrade	\$ 125,000
BRC Costs		
	BRC GC's (to be billed monthly over 13 months in advance)	\$ 1,122,554
	BRC CM Contingency (to be billed monthly over 13 months in advance)	\$ 186,470
	BRC CM Fee 4.75% of sub total work and GC's (to be billed monthly over 13 months in advance)	\$ 590,489
	BRC CM Bond (to be billed at time of purchase)	\$ 131,654
	BRC Pre Construction Costs (to be billed at time of contract signing)	\$ 135,917
	Builders Risk Insurance (to be billed at time of contract signing)	\$ 38,538
Calico/Architect Costs		
	Unforeseen Site Conditions 3% (to be billed as incurred)	\$ 400,199
	Design & Engineering - Architect Fees (to be billed monthly over 13 months in advance)	\$ 410,000
	LEED Silver Certification (to be billed when received)	\$ 5,000
	Permits & Fees Allowances (to be billed as incurred)	\$ 75,000
City of San Diego Contingency Funds		
	City of San Diego Contingency 5% (to be billed as approved by change order)	\$ 565,441
Total Project		\$ 14,970,066

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS
Attachment 4 – Change Order Form

CHANGE ORDER NO.:

ORDER DATE:

ORDERED BY:

TO:
Calico, LLC
City of San Diego

PROJECT:
City of San Diego Kearny Mesa Repair Facility
1950, 8048-8050 Othello Avenue
San Diego California, 92111

Requested or Initiated By: ☐ City ☐ Calico ☐ Contractor

City-Initiated or City Caused: ☐ Check box if City Contingency Funds or Increase in GMP are being requested.

Use Type: ☐ Contingency Funds (No Increase in GMP) ☐ Increase in GMP ☐ Reallocate Funds

☐ No Change in GMP ☐ Deductive Change Order ☐ Site Conditions ☐ Substitution

City Council Approval Required: ☐ Yes ☐ No

Contingency Funds Available, if Applicable: _____

Description of Work

Amount

	\$
	\$
	\$
	\$
	\$
	\$
Total requested amount of changes	\$
less: Available contingency funds, if applicable	<\$ >
Net requested amount of changes impacting GMP	\$
Original GMP amount	\$
Net change by previously approved change orders impacting GMP	\$
Revised GMP including this Change Order	\$
The Substantial Completion Date will change by	days
Dual approval required for City-Initiated or City-Caused Change Orders, or requests to use Contingency Funds, Reallocate Funds between Allowances, a Substitution or increase in the GMP.	

Approved by signature only:

City of San Diego

Signature: _____

Name: _____

Title: _____

Date: _____

Approved by signature only:

Calico, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 5 – SLBE Requirements

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 6 – Drug Free Workplace

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: DRUG-FREE WORKPLACE/CITY CONTRACTORS
POLICY NO.: 100-17
EFFECTIVE DATE: May 20, 1991

BACKGROUND:

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

POLICY:

Section 1. Definitions

- A. "Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.
- C. "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Sec. 812).
- D. "Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

Section 2. City Contractor Requirements

- A. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all of the following:
 - (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

CITY OF SAN DIEGO, CALIFORNIA
COUNCIL POLICY

CURRENT

- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The person's or organization's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Posting the statement required by subdivision (1) in a prominent place at contractors main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991

Certification for a Drug-Free Workplace

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace, and that Lessor has in place a drug-free workplace program that complies with said policy. I further certify that each contractor and subcontractor hired for this project shall include in their contracts language that indicated the contractor/subcontractors are to abide by the provisions of Sections 2.A(1) through (3) of Council Policy No. 100-17 as outlined.

By: Lessor



Signature

Tee Ness

Print Name

Dated: 10/10/2022

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 7 – Request for Reimbursement

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 3

TO OWNER:

The City of San Diego
Calico LLC

PROJECT:

San Diego Fire & Rescue Maintenance
8046-8050 Othello Rd
San Diego CA

APPLICATION NO:

1

Distribution to:

☒	CONTRACTOR
☒	CONSTRUCTION MANAGER
☐	PUBLIC WORKS DIRECTOR
☐	
☐	

PERIOD TO:

11/30/2022

PROJECT NO:

1910

FROM CONTRACTOR:

Barnhart-Reese Construction
10805 Thornmint Rd., Suite 200
San Diego, CA 92127

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	14,970,066
2. Net change by Change Orders	\$	0
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	14,970,066
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0
5. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0
6. CURRENT PAYMENT DUE	\$	0
7. BALANCE TO FINISH (Line 3 less Line 6)	\$	14,970,066

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Robert Clair

Robert Clair

Senior Project Manager

Date: _____

By: _____

CALICO

Date: _____

By: _____

CITY OF SAN DIEGO

Date: _____

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1
APPLICATION DATE: 11/1/2022
PERIOD TO: 11/30/2022

In tabulations below, amounts are stated to the nearest dollar.

San Diego Fire & Rescue Maintenance
8046-8050 Othello Rd

A ITEM NO.	B ITEM GROUP	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	BP #01	SWPPP / BMP's installed & stockpiled	48,400.00				0	0%	48,400
2		Maintenance Visits & Inspection Services	28,002.00				0	0%	28,002
3		BMP removal	2,000.00				0	0%	2,000
4	BP #02	Initial Site Survey	29,500.00				0	0%	29,500
5		Curb / concrete / landscape survey	9,500.00				0	0%	9,500
6		Final close out and reports	2,000.00				0	0%	2,000
7	BP #03	Hazmat Abatement & Reports	125,000.00				0	0%	125,000
8		Demolition Interior	385,000.00				0	0%	385,000
9		Site Demo & Exterior	81,430.00				0	0%	81,430
10	BP #04	Asphalt Submittals & Bond	15,000.00				0	0%	15,000
11		Paving & Overlay	160,000.00				0	0%	160,000
12		Crack Seal and Guardtop Seal	129,400.00				0	0%	129,400
13		Striping & Signage	11,310.00				0	0%	11,310
14	BP #05	Concrete Submittal & Bond	23,484.00				0	0%	23,484
15		Interior Grade Beam & Footing / Interior Slab Patch	335,518.00				0	0%	335,518
16		Site Concrete	144,120.00				0	0%	144,120
17		Rebar	72,800.00				0	0%	72,800
18		Carport Footings	63,500.00				0	0%	63,500
19		Gen, Trash, Metal pads	24,300.00				0	0%	24,300
20	BP #06	CMU Submittals	8,200.00				0	0%	8,200
21		CMU and Reinforcement	19,185.00				0	0%	19,185
22	BP #07	Steel Submittals & Bond	82,584.00				0	0%	82,584
23		Steel Detailing/ shop drawings	70,400.00				0	0%	70,400
24		Structural Steel Fabrication & Delivery	654,434.00				0	0%	654,434
25		Structural Steel & Misc Iron Erection	282,841.00				0	0%	282,841
26		Metal Decking	110,667.00				0	0%	110,667
27		Chain Link Enclosures Interior	125,000.00				0	0%	125,000
28		Chain Link Fencing and Gates Exterior	321,612.00				0	0%	321,612
29		Ornamental Fence and Gates	295,048.00				0	0%	295,048
30	BP #08	Metal Stud and Drywall Submittals & Bond	25,000.00				0	0%	25,000
31		Metal Stud Framing	250,000.00				0	0%	250,000
32		Drywall Hang	56,000.00				0	0%	56,000
33		Drywall Tape and Finish	56,000.00				0	0%	56,000
34		Painting Interior	72,000.00				0	0%	72,000
35		Painting Exterior	68,000.00				0	0%	68,000
36		Wood Framing at Roof & Miscellaneous	46,934.00				0	0%	46,934
37	BP #09	Casework Submittals & Shop Drawings	8,500.00				0	0%	8,500
38		Casework Fabrication & Delivery	22,500.00				0	0%	22,500
39		Casework Installation	3,000.00				0	0%	3,000
40		Countertop Fabricate & Install	3,138.00				0	0%	3,138
41	BP #10	Roofing & Sheet Metal Submittals and Bond	24,000.00				0	0%	24,000
42		Patch & Repair Roof	115,000.00				0	0%	115,000
43		Sheet Metal	81,650.00				0	0%	81,650
44		Sheet Metal Louvers	23,350.00				0	0%	23,350
45	BP #11	Doors, Frames & Hardware Submittals and Bond	10,400.00				0	0%	10,400
46		Set Door Frames	39,935.00				0	0%	39,935
47		Door & Door Hardware Complete	67,800.00				0	0%	67,800
48	BP #12	Glass Submittals	12,000.00				0	0%	12,000
49		Storefront	35,000.00				0	0%	35,000
50		Aluminum Sliding Glass Doors	42,300.00				0	0%	42,300
51	BP #13	Overhead Doors Submittals, Shops & Bond	12,000.00				0	0%	12,000
52		Hang Tracks	52,000.00				0	0%	52,000
53		Door Curtains, Curtains & Test	84,000.00				0	0%	84,000
54	BP #14	Flooring & Tile Submittals & Bond	15,800.00				0	0%	15,800
55		Ceramic Tile Material & Install	145,405.00				0	0%	145,405

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

San Diego Fire & Rescue Maintenance
8046-8050 Othello RdAPPLICATION NO: 1
APPLICATION DATE: 1/1/2022
PERIOD TO: 11/30/2022

A ITEM NO.	B ITEM GROUP	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ D)	I BALANCE TO FINISH (D - G)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
56		Carpet Tile Material & Install	34,000.00				0	0%	34,000
57		LVT Material & Install	15,000.00				0	0%	15,000
58		Rubber Base Material & Labor	2,764.00				0	0%	2,764
59	BP #15	Signage Submittals & Shop Drawings	2,500.00				0	0%	2,500
60		Signage Room ID	2,050.00				0	0%	2,050
61		Signage Exterior	4,762.00				0	0%	4,762
62	BP #16	Specialties - Submittals & Bond	10,300.00				0	0%	10,300
63		Wall & Door Protection	24,850.00				0	0%	24,850
64		Fire Extinguishers	3,600.00				0	0%	3,600
65		Bike Racks	2,900.00				0	0%	2,900
66		Flagpole	9,650.00				0	0%	9,650
67		Toilet Partitions & Accessories	30,880.00				0	0%	30,880
68		Lockers	30,254.00				0	0%	30,254
69		Postal Specialties	15,250.00				0	0%	15,250
70		Entrance Mats	5,800.00				0	0%	5,800
71	BP #17	Fire Sprinkler Design, Shop Drawings & Fees	8,500.00				0	0%	8,500
72		Demo Existing Piping	11,500.00				0	0%	11,500
73		Install new sprinklers	9,400.00				0	0%	9,400
74	BP #18	Plumbing Submittals & Bond	43,314.05				0	0%	43,314
75		Building Safe off and Demo	52,540.00				0	0%	52,540
76		Underground Plumbing Interior	225,000.00				0	0%	225,000
77		Trench Drains	85,000.00				0	0%	85,000
78		Underground Gas	18,000.00				0	0%	18,000
79		Plumbing Fixtures Complete	21,987.00				0	0%	21,987
80		Air & Hose Reels	48,000.00				0	0%	48,000
81		Domestic Water	175,000.00				0	0%	175,000
82		Natural Gas Piping	51,000.00				0	0%	51,000
83		Site & Storm Drain	103,000.00				0	0%	103,000
84		Site Water & Backflows	24,000.00				0	0%	24,000
85		Site Utilities - BioBash	20,000.00				0	0%	20,000
86	BP #19	HVAC Submittals & Bond	35,000.00				0	0%	35,000
87		Interior - Demo/Safe-off	85,000.00				0	0%	85,000
88		Interior - Rough Ductwork & Equipment	347,100.00				0	0%	347,100
89		Interior - Vehicle Exhaust	315,000.00				0	0%	315,000
90		Interior - Finish & Trim	12,000.00				0	0%	12,000
91		Controls	11,400.00				0	0%	11,400
92		Roof - Rough, Duct & Equipment	44,600.00				0	0%	44,600
93		Air Balance & Start up	14,000.00				0	0%	14,000
94	BP #20	Electrical Submittal & Bond	48,000.00				0	0%	48,000
95		Demo and Safe off	157,500.00				0	0%	157,500
96		Underground Electrical	270,000.00				0	0%	270,000
97		Electrical Rough In Wall	722,058.00				0	0%	722,058
98		Electrical Trim	170,881.00				0	0%	170,881
99		Switchgear & Panels	160,582.00				0	0%	160,582
100		Generator & ATS	250,000.00				0	0%	250,000
101		Light Fixtures	302,401.00				0	0%	302,401
102	BP #21	Landscape Bond & Submittal	15,000.00				0	0%	15,000
103		Irrigation	108,285.00				0	0%	108,285
104		Planting	28,000.00				0	0%	28,000
105	BP #22	Final Clean	23,100.00				0	0%	23,100
106	BP #23	Testing, Ongoing throughout project, needs to bill monthly	29,512.00				0	0%	29,512
		ALLOWANCES (Billing to be determined by change order request)							
107		Photovoltaic System @ Bldg A - (shown as separate permit)	400,000.00				0	0%	400,000
108		Furnishings, Moving & Equipment	312,058.00				0	0%	312,058

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

San Diego Fire & Rescue Maintenance
8046-8050 Othello RdAPPLICATION NO: 1
APPLICATION DATE: 1/1/2022
PERIOD TO: 11/30/2022

A ITEM NO.	B ITEM GROUP	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
109		Removal of Misc shop materials not per new plan	15,000.00				0	0%	15,000
110		Demo & Dispose of Modular Furniture - Allowance	15,000.00				0	0%	15,000
111		Work Bays - Air, Fuel, Lube & Product System	504,197.00				0	0%	504,197
112		Painting of shop ceilings - Paint above 10' plus structure	123,152.00				0	0%	123,152
113		Access Control Systems - Remotes on vehicles - Allowance	15,000.00				0	0%	15,000
114		Security / Access Control System - Card Readers - Allowance	50,000.00				0	0%	50,000
115		Audio Visual - Equipment & Infrastructure - Allowance	125,000.00				0	0%	125,000
116		Intercom / PA System - Allowance	25,000.00				0	0%	25,000
117		Construction Warranty - Extended for HVAC, MEP Systems	81,368.00				0	0%	81,368
118		Repair Electrical Gear / Feeders copper theft - Allowance	250,000.00				0	0%	250,000
119		Roof Members - Replace / Upgrade	125,000.00				0	0%	125,000
		BRC Costs							
120		BRC GC's (to be billed monthly over 13 months in advance)	1,122,554.00				0	0%	1,122,554
121		BRC CM Contingency (to be billed monthly over 13 months in advance)	188,470.00				0	0%	188,470
122		BRC CM Fee 4.75% of sub total work and GC's (to be billed monthly over 13 months in advance)	590,489.00				0	0%	590,489
123		BRC CM Bond (to be billed at time of purchase)	131,854.00				0	0%	131,854
124		BRC Pre Construction Costs (to be billed at time of contract signing)	135,917.00				0	0%	135,917
125		Builders Risk Insurance (to be billed at time of contract signing)	38,538.00				0	0%	38,538
		Calico/Architect Costs							
126		Unforeseen Site Conditions 3% (to be billed as incurred)	400,199.00				0	0%	400,199
127		Design & Engineering - Architect Fees (to be billed monthly over 13 months in advance)	410,000.00				0	0%	410,000
128		LEED Silver Certification (to be billed when received)	5,000.00				0	0%	5,000
129		Permits & Fees Allowances (to be billed as incurred)	75,000.00				0	0%	75,000
		City of San Diego Contingency Funds							
130		City of San Diego Contingency 5% (to be billed as approved by change)	565,441.00				0	0%	565,441
		GRAND TOTALS	\$ 14,970,068	\$ -	\$ -	\$ -	\$ -		\$ 14,970,068

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 8 – SLBE Participation

Intentionally left blank – to be completed by Lessor upon Project completion

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 9 – Allowances

In further definition to requirements outlined in the Construction Documents created by WCA as the designer for the build, and to Attachment 1 for Exhibit E-1, the City of San Diego needs the following items to ensure the building is suitable for the repair of Heavy Fire Apparatus.

The below categories and numbering are in correspondence to the line items for allowances on the Tentative GMP provided by Barnhart-Reese dated 9/20/2022.

PV System @ Build A #25

1. PV panels installed on Building A and provide all required infrastructure.
2. Total PV output goal is to offset electrical costs for the facility and achieve LEED accreditation
3. Preliminary design called out an annual production of 272.3 MWh for the designed system
4. An allowance of \$400,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a design, materials, and service providers within the allowance budget.

Furnishings, Moving, and Equipment #26

1. Furnishings
 - a. Conference Room
 - i. Large Conference Table (no electrical or data required)- accommodates 12-14 Chairs
 - ii. 12-14 Chairs
 - b. Break Room
 - i. 5 tables- accommodates 4 chairs each- Simple design with easy to clean surface
 - c. Supervisor's Office/ Library

- i. 6-7 desks with chairs for computer work stations
 - ii. 6-8 bookshelves
 - iii. Large Conference Table (no electrical or data required)-
accommodates 12-14 Chairs
 - d. Fleet Manager's Office
 - i. L-shape desk with storage
 - ii. Lateral file cabinet
 - iii. 1 desk chair
 - iv. 1 guest chair
 - e. Shop Office (x2)
 - i. U-shaped desk with storage
 - ii. Lateral File Cabinet
 - iii. Desk chair
 - iv. 2 Guest chairs
 - f. Parts Room Open Office (Parts Buyer)
 - i. L-shaped workstation with storage (cubicle)
 - ii. Desk Chair
 - iii. 4 storage cabinets
 - g. Parts Desk (Stock Clerk)
 - i. Desk with storage
 - ii. Desk chair

2. Moving

- a. Moving of parts stock from 8323 Miramar Place

- b. Moving of shop equipment from 8323 Miramar Place (i.e. Tire Machine, Hydraulic Press, Tool Carts, Fire Lockers, etc.)
- c. Moving of toolboxes from 8323 Miramar Place

3. Equipment

- a. Portable Eye Wash Stations (Example: HAWS 7501)
 - b. Fixed Pressure Washer for Wash Bay- 460v/ 3p NG (Example: Hotsy 1455N)
 - c. Heavy Duty Truck Ramps for Truck Wash (Example: SPX OTC 5266 (qty. 2) SPX OTC 5269 (qty. 2))
 - d. Propane Tank Bottle Rack (Example: ULINE H-2571)
4. An allowance of \$312,056 is allocated to this item. The City of San Diego and Lessor will need to jointly select materials and service providers within the allowance budget. Additional details of the cost estimates are as follows:

IV	4	Furnishings, Moving & Equipment				612,056			
	1	Furniture for Break & Office areas			63,606		CSD	CSD	Per CSD vendor quote - GM Business Int.
	2	Fall Protection for crane			10,000		CSD	CSD	Per CSD Estimate for TradeMark Hoist & Crane
	3	Work stations & training room outfitting			165,813		CSD	CSD	Per CSD via Snap-On
	4	Relocation of facility equipment			20,354		CSD	CSD	Per CSD Relocation quote 11/9/18
	5	Floor Scrubber purchase			22,615		CSD	CSD	Per Mar Co Equip. Co quote 9/29/18
	6	Laundry bins - uniform storage			Included		CSD	CSD	By City vendor
	7	Furnishing Contingency	10%		78,569		CSD	CSD	
	8	Fixtures Furniture & Equipment (FF&E)			N/A		CSD	CSD	Excluded except per above

Removal of Miscellaneous Shop Materials not per New Plan #27

1. Removal of miscellaneous shop materials stored on site not per new plan.
2. An allowance of \$15,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a service provider within the allowance budget.

Demo & Dispose of Modular Furniture #28

1. Demolition and disposal of modular furniture stored on site if necessary.
2. An allowance of \$15,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a service provider within the allowance budget.

Work Bays- Air, Fuel, Lube, and Recovery #29

3. Air Compressor

- a. package complete with 240-gallon Horizontal Receiver, Low Oil Monitor, Vibration Isolators, Auto Tank Drain, Air Cooled After Coolers, and Head Unloaders.
- b. 200 cfm Refrigerated Dryer with pre-filter

4. Diesel Fuel Tank

- a. 500 Gallon UL-2085 Vaulted Diesel Fuel Tank
- b. Diesel Dispensing system complete with hanging hardware
- c. Form and Pour one (1) AST Concrete Pad
- d. Four (4) six-inch Bollards for Crash Protection

5. Used Oil and Coolant System

- a. One (1) New 500gallon Dbl. Wall Tank complete with Vents, Anchors and Gauge for Used Oil complete with Overfill Tank Monitor
- b. One (1) New 275gallon Double Wall Poly Tank for Used Antifreeze complete with Overfill Tank Monitor.
- c. Four (4) New Diaphragm Pumps for Used Oil complete with BJE Air Solenoid Valve and Filter Regulators.
- d. Four (4) New Diaphragm Pumps for Used AFC complete with BJE Air Solenoid Valve and Filter Regulators.

6. New Oil and Coolant System

- a. Two (2) 360-gallon UL-142 Oil Tanks complete with 10:1 Stub Pumps, Bung adapters,
- b. Drop Tubes, Filter regulators and Thermal Relief Valves
- c. One (1) New 275gallon Double Wall Poly Tank for New Antifreeze

- d. One (1) New Diaphragm Pump for Antifreeze

7. Grease Pumping

- a. Three (3) Portable Grease Pump Packages complete with Heavy Duty Cart, Drum Cover, Follower Plate, Hold Down Kit, 12' Hose, Swivel and Control Valves

8. Floor Mounted Hose Reels w/ Metered Fluid Dispensers

- a. Eight (8) 5 Reel Floor Mounted Hose Reel Stands complete with connecting Hoses and Ball Valves.
- b. Eight (8) Hose Reels for Oil complete with Connecting Hoses and Digital Meters
- c. Eight (8) Hose Reels for ATF complete with Connecting Hoses and Digital Meters
- d. Eight (8) Hose Reels for AFC complete with Connecting Hoses and Digital Meters
- e. Eight (8) Hose Reels for Compressed Air complete with Connecting Hoses and Quick Disconnects.

9. Wall Mounted Hose Reels w/ Metered Fluid Dispensers

- a. Five (5) 4 Reel capacity Wall Mounted Hose Reel Banks complete with connecting Hoses and Ball Valves.
- b. Five (5) Hose Reels for Oil complete with Connecting Hoses and Digital Meters
- c. Five (5) Hose Reels for ATF complete with Connecting Hoses and Digital Meters
- d. Five (5) Hose Reels for AFC complete with Connecting Hoses and Digital Meters
- e. Five (5) Hose Reels for Compressed Air complete with Connecting Hoses and Quick Disconnects

10. Lube Product Piping

- a. Install up to 1200 of 1" Seamless Tubing for Oil/ATF.
 - b. Install up to 800' of 3/4" Seamless Tubing for Oil/ATF.
 - c. Install up to 1000' of 3/4" Tubing for Coolant.
 - d. Install up to 1200' of tubing for used Oil and used Coolant
11. An allowance of \$504,197 is allocated to this item. The City of San Diego and Lessor will need to jointly select a design, materials, and service providers within the allowance budget.

Painting of Shop Ceilings- Paint Above 10ft. plus Structure #31

1. Uniform paint around the shop area
2. An allowance of \$123,152 is allocated to this item. The City of San Diego and Lessor will need to jointly select material and a service provider within the allowance budget.

Access Control Systems #32

1. Remote Controlled & Motorized Gate Access for All Gates
2. Remote Controlled Access compatible with City phone system
3. An allowance of \$15,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a design, materials, and service providers within the allowance budget.
- 4.

Security/ Access Control Systems #33

1. Card Reader Controlled Access System for Exterior Pedestrian Doors
2. Security Cameras with CCV for visual coverage of the entire perimeter of the property and exterior parking lot area

3. An allowance of \$50,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a design, materials, and service providers within the allowance budget.

Audio Visual #34

1. Audio PA system compatible with City phone system
2. Interior and Exterior audio for PA system that can be heard throughout the property
3. An allowance of \$125,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a design, materials, and service providers within the allowance budget.

Intercom/PA System #35

1. Install intercom/PA system
2. An allowance of \$25,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a design, materials, and service providers within the allowance budget.

Construction Warranty – Extended for HVAC, MEP Systems #36

1. Secure extended manufactures' warranties for various mechanical systems
2. An allowance of \$81,368 is allocated to this item. The City of San Diego and Lessor will need to jointly select extended warranties within the allowance budget.

Repair Electrical Gear/ Feeders- Copper Theft @ Building B #37

1. Repair electrical damage at the back of the generator building under the awning of Building B
2. An allowance of \$250,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a design, materials, and service providers within the allowance budget.

Roof Members- Repair and Upgrade #38

1. Complete suggested work in order to ensure building integrity
2. An allowance of \$125,000 is allocated to this item. The City of San Diego and Lessor will need to jointly select a design, materials, and service providers within the allowance budget.

SPECIFIC TENANT IMPROVEMENT CONSTRUCTION REQUIREMENTS

Attachment 10 -- Operational Inspection Form

Operational Inspection Form for Substantial Completion

Inspection Request Date: _____

Certificate of Occupancy Date: _____

City Required Response Date (15 business days): _____

City Response Date (Actual): _____

Operational Inspection List Details*:

GMP Item #	Description of Deficiency or Correction Needed (Complete by City)	Response Code**	Details of Corrective Action or Response (Complete by Lessor)

* Operational inspection items are limited to deficiencies that do not allow the City to reasonably operate the facility for its intended purpose, must be identified within 15 business days, and do not constitute City's agreement that the Project has achieved Final Completion under Section 1.2.

** Response Codes (Lessor): [C] – Deficiency corrected; [T] – Temporary substituting equipment or materials installed; [D] – Deficiency disputed; [F] – Final Completion item; [O] – Other.

Operational Inspection Request: Calico, LLC (Lessor) Signature: _____ Name: _____ Title: _____ Date: _____	Operational Inspection Conducted By: City of San Diego (City or Lessee) Signature: _____ Name: _____ Title: _____ Date: _____
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