

ORIGINAL

FIRST AMENDMENT TO CITY OF SAN DIEGO NONPROFIT LEASE

THIS FIRST AMENDMENT TO CITY OF SAN DIEGO NONPROFIT LEASE ("First Amendment") is entered into by and between the CITY OF SAN DIEGO, a California municipal corporation ("CITY") and NEIGHBORHOOD HOUSE ASSOCIATION, INC., a California nonprofit corporation ("LESSEE"), to be effective as of the date the First Amendment is signed by the parties and approved by the San Diego City Attorney (the "Effective Date").

RECITALS

- A. CITY and LESSEE entered into that certain City of San Diego Nonprofit Lease ("Lease"), on file in the Office of the City Clerk as Document No. RR-298720, for the lease of the premises, as more particularly described in the Lease, for the construction, operation and maintenance of a child care center emphasizing day care and recreational programs for preschool children.
- B. CITY and LESSEE now wish to amend the Lease by reducing the leased premises, extending the term of the Lease by fifteen (15) years, amending the General Development Plan and to incorporate certain terms and conditions of a separate agreement attached as Attachment 2 to this First Amendment.
- C. Unless otherwise defined herein, capitalized terms as used in this First Amendment shall have the same meanings as given therefor in the Lease.

NOW THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other valuable consideration the sufficiency and receipt of which is acknowledged, the parties agree as follows:

AGREEMENT

- 1. Section 2.1 of **SECTION 2: TERM** is deleted in its entirety and replaced with the following:
 - "2.1 Commencement. The term of this lease shall be thirty five (35) years commencing on January 1, 2004. The term of this lease shall expire on December 31, 2038. 'Lease year' as used in this lease shall mean the twelve (12)-month period commencing on January 1, 2004."

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Filed **MAY 15 2018**
Office of the City Clerk
San Diego, California

2. Subsection a. is added to Section 4.3 Encumbrance of **SECTION 4: ASSIGNMENT** to read as follows:

“a. Agreement for Grant Funds from the Federal Head Start Program. CITY and LESSEE agree to the terms and conditions as further set forth in Section 9.7 Agreement for Grant Funds from the Federal Head Start Program, hereof.”

3. Section 6.12 of **SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS** is deleted in its entirety and replaced with the following:

“6.12 General Development Plan. LESSEE agrees to develop the leased premises in accordance with the General Development Plan approved by the City Manager, which plan is attached hereto as Section 9.2 and by this reference made a part of this lease. The City Manager or his designee shall have the authority to authorize changes to said plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY. The City Manager, in his sole discretion, may approve an extension to the date specified for construction completion in the General Development Plan of up to two (2) years without further City Council approval.

6.12.1 Prior to commencing any work on the leased premises in accordance with the General Development Plan, LESSEE shall (1) submit detailed construction plans and specifications to the applicable CITY departments (e.g., Development Services Department); and (2) secure all required permits and approvals from all competent governmental authorities for all work set forth in the General Development Plan, including final review pursuant to the California Environmental Quality Act (“CEQA”). For the avoidance of doubt, approval of the First Amendment does not foreclose all options, alternatives or mitigation measures for purposes of CEQA. If LESSEE fails to secure all required permits and approvals from all competent governmental authorities to commence work on the leased premises in accordance with the General Development Plan within twenty-four (24) months from the effective date of the First Amendment, the parties shall terminate this lease pursuant to a lease termination agreement in a form approved by the San Diego City Attorney, without the need for further City Council resolution.”

4. Section 6.15 is added to **SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS** to read as follows:

“6.15 Prevailing Wage Rates. Prevailing wage rates apply to this lease. LESSEE shall comply with State prevailing wage laws, including, but not limited to, those requirements set forth in Attachment 1, attached to the First Amendment and incorporated herein by this reference.”

5. Section 6.16 is added to **SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS** to read as follows:

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

6.16.1 LESSEE and Sub-lessee Requirement. The Equal Pay Ordinance applies to any sub-lessee of the Premises to the same extent as it would apply to LESSEE. LESSEE shall require sub-lessees to certify compliance with the Equal Pay Ordinance in their subleases.

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

6. Section 9.1 of **SECTION 9: EXHIBITS** is deleted in its entirety and replaced with the following:

“9.1 Legal Description. Lots 24, 25, 26 and 27 in Block 15 of Subdivision of Lots 20 through 50, Block N, Teralta, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1000 filed in the Office of the San Diego County Recorder, July 18, 1906.”

6. Section 9.2 of **SECTION 9: EXHIBITS** is deleted in its entirety and replaced with the following:

“9.2 General Development Plan. The General Development Plan consists of the Attachment 2, attached to the First Amendment.”

7. Section 9.5 of **SECTION 9: EXHIBITS** is deleted in its entirety and replaced with the following:

“9.5 Schedule of Days and Hours of Operation.

The days and hours of operation are 6:00 a.m. through 6:00 p.m. Monday through Friday. Programs operate year-round, except for legal holidays.”

8. Section 9.7 is added to **SECTION 9: EXHIBITS** as further set forth in Attachment 3 to this First Amendment.
9. The “Neighborhood House Association, Inc. City of San Diego Non Profit Lease Central Head Start General Development Plan” consisting of pages “1 of 10” through “10 of 10” attached to the lease is deleted in its entirety.

Dwight D. Smith
Reviewed By
NHA Legal Dept.

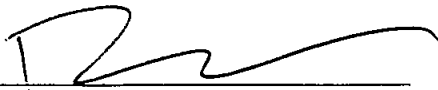
10. No Other Changes. All other terms and conditions of the Lease shall remain in full force and effect, and if there are any conflicts between the Lease and this First Amendment, said conflicts shall be resolved in favor of the terms and conditions of this First Amendment.
11. Authority. Each individual executing this First Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this First Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this First Amendment is binding upon such person or entity in accordance with its terms. Each person executing this First Amendment on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, Limited Liability Company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
12. Recitals; Attachments. The Recitals and Attachments attached hereto are incorporated into this First Amendment and made a part hereof.

IN WITNESS WHEREOF, CITY and LESSEE have duly executed this First Amendment to be effective as of the Effective Date.

NEIGHBORHOOD HOUSE ASSOCIATION,
INC., a California nonprofit corporation

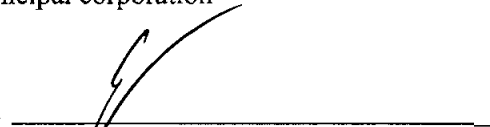
CITY OF SAN DIEGO, a California
municipal corporation

By:



Rudolph A. Johnson, III
President and CEO

By:

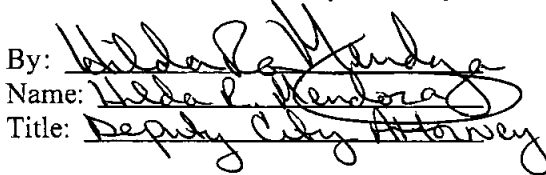


Cybele L. Thompson
Director, Real Estate Assets

Approved as to form this 7th day
of June 2018.

MARA W. ELLIOTT, City Attorney

By:



Name:

Title:

Deputy City Attorney

Attachment 1

PREVAILING WAGE REQUIREMENTS

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

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

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

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

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

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

3. Payroll Records. LESSEE, its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying

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

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

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

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

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

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

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

contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

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

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

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

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

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

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

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

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

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

Attachment 2

General Development Plan

Neighborhood House Association (NHA) is a California nonprofit, public benefit corporation and recognized as a 501(c)(3) tax-exempt organization with its administrative offices located at 5660 Copley Drive, San Diego, CA 92111. NHA operates a multi-purpose human service agency that facilitates leadership in communities and assists individuals and families. NHA operates fifty-five (55) locations throughout San Diego County, delivering services that are designed to improve the quality of life through programs related to child development, feeding seniors and assisting them to live on their own, mental health services, housing and rental assistance, and related social services. Established in 1914 as a Settlement House to serve the growing immigrant population and incorporated in 1923, NHA programs currently include:

• Head Start	• Adult Day Health Care
• Housing Counseling	• Project Enable (Mental Health Services)
• HIV/AIDS Services	• Senior Services Center
• Homework Center	• Black Infant Health
• InnoVisions, Inc. (a social enterprise)	• Nutrition Services
• Project In-Reach (case mgmt. for incarcerated individuals)	

Head Start

NHA Head Start preschool programs provide comprehensive services to children ages 3 – 5 years of age. The preschool curriculum is research-based, developmentally appropriate and is designed to develop Kindergarten readiness skills. Additional services include:

- Child health, mental health, nutrition and family social services
- Training and workshops for parents

Head Start service options are designed to meet the needs of families, and are:

- Home-Base: comprehensive services for children from 3 to 5 years of age that includes individualized weekly home visits and two monthly group socializations for families
- Center-Base: comprehensive services for children ages 3 to 5 years of age. Hours are either full day (6 or more hours) or part day (3.5 hours). The full day option is available to families that meet requirements for employment and/or enrollment in a vocational/training program

Early Head Start

Began in 1994, Early Head Start focuses on children six weeks to three years of age, as well as pregnant and post-partum, low-income women. Comprehensive services include parenting classes, individualized plans for children and transition services for children moving onto preschool. NHA Early Head Start program options include:

- Services to Pregnant Women – comprehensive services including weekly prenatal classes for pregnant women and their families as well as individualized postpartum home visits
- Home–Base: comprehensive services for children from birth to 3 years of age including weekly family home visits and two monthly group socializations for families
- Center-Base: comprehensive services for children 18 months to 3 years of age in a center based setting, full day and five days per week. The full day option is available to families that meet requirement for employment and/or enrollment in a vocational/training program

Children enrolled in the Early Head Start program receive the same compliment of comprehensive services as Head Start. Both Head Start and Early Head Start programs are governed by the same funding requirements.

Early Childhood Education

Each child receives an individualized educational program based on his/her strengths and needs. Children are provided with the opportunity to participate in math, science, art, language, drama and cultural activities in large and small groups. Children leave Head Start prepared for Kindergarten, excited about learning, confident in their abilities and ready to succeed. Children are assessed three times a year to make sure they are “Kinder-ready” when they leave the program. The Head Start curriculum is specifically designed to develop the child’s:

- Language and literacy skills
- Problem-solving skills
- Math and science exploration
- Socialization and interaction skill

School Readiness

NHA implements its governance, management systems and program services in a manner to support higher school readiness outcomes in children. NHA’s school readiness goals serve as a basis for its organized systems approach. The NHA School Readiness Goals are clearly articulated and aligned with the Head Start Child Development and Early Learning Framework, State of California Learning Foundations, Desired Results Development Profile (DRDP) 2010 measures and the Creative Curriculum.

Health, Nutrition, and Mental Health Services

Head Start provides children with:

- One-third of their daily nutritional requirements. All meals are served family style
- Screenings that assess cognitive development, speech/language development, hearing, vision social-emotional development, as well as a nutritional assessment
- Each family is assured linkage to an ongoing preventative health-care system
- Experiences that promote positive mental health, improved self-esteem, stress management and personal growth
- Daily tooth brushing and collaboration with dentists to provide oral exams and screenings

“No Shots, No School” All children need to be fully immunized to participate in Head Start. The program provides referral assistance for immunization.

Family Engagement

Head Start partners with parents to support the child’s development as well as empower the parents to become healthy, well-adjusted productive adults. Head Start encourages parents to:

- Be their child’s first teacher
- Participate in their child’s educational program
- Get involved with NHA opportunities to join policy-making assemblies to build skills in decision-making, group participation and leadership
- Develop and enhance life skills necessary for family self-sufficiency

Project Details

NHA will be relocating four (4) Division of the State Architect (DSA) modular trailers (12 ft. x 60ft.). The modular trailers were purchased by NHA in 2001. The trailers were formally located at a San Diego Unified School District site but were removed and placed in storage in 2016. Once assembled, the modular trailers facility will measure 2,800 sq. ft. consisting of four (4) classrooms, office space, restrooms and food prep area. The site will serve up to 40 Early Head Start students and families in the City Heights area.

Financial Plan

In 2017, NHA received expansion funding in the amount of \$3,399,959 to support Early Head Start children. The overall NHA Head Start program budget for this current fiscal year is \$80,908,780 of federal funding.

On May 30 2017, NHA released RFP #2017-003 for Modular Relocation and Site Development. PRAVA Construction Services, Inc. was selected with a bid of \$853,804.41. All relocation and site development cost will be covered by the Head Start funding.

Contractor

PRAVA Construction Services, Inc. is minority-owned family operated *Construction Management* and *General Contracting* Company headquartered in Encinitas, CA. Glenn Torrez, owner, has over 30 years of experience in the industry. Their clients include commercial building owners, commercial real estate developers and government agencies. PRAVA provides high quality, full- service consulting, building, construction management, design and building solutions in Southern California.

Attachments

- Exhibit A Modular Relocation Plan**
- Exhibit B Construction Cost Breakdown**
- Exhibit C Development Plan**
- Exhibit D Construction Schedule**

Exhibit A – Modular Relocation Plan

Modular Relocation & Site Development Project

Scope of Work

General conditions

- This is a project that must conform to Davis-Bacon Act and is a "prevailing wage" project
- All work on this project is to meet all San Diego city building and fire codes that are applicable.
- Work site is to be cleared at the end of each day of all trash, debris, tools, equipment that could "walk away"
- All material deliveries are to be coordinated by the contractor and material left on site is at the contractor's responsibility
- Contractor is to maintain a safe work environment and all accidents are to be brought to NHA's attention immediately
- Contractor is to provide evidence of separate payment and performance bonds in the amount of the project
- Work area is to be designated by fencing a perimeter to prevent children, strangers, NHA employees from inadvertently entering the work area

Pre-Construction

- Design services
- Engineering and Drawings for city review
- City permits- Bids are to include allowance for all permits, inspections

- and connection fees.
- Perimeter fencing, office trailer on site, temporary toilets
- Environmental fencing, barriers, considerations
- Temporary electrical service
- Temporary water service
- Temporary trash service

Site Preparation

- Grading of one lot

Removal of excess dirt

- Layout foundation for trailers for orientation of trailers on lot with caulk lines
- Evacuate dirt for ground level foundation, remove from site
- Establish slope of site away from trailer
- Provide and install sewer connections per drawings
- Provide and install site drainage system to prevent discharge into storm water system
- Provide underground services for trailers
 - Electrical
 - Sewer
 - Phones
 - Water
 - Recycled water for landscaping

Construction tasks- foundation & utilities

- Rough in concrete forms for ground level foundation and piers as required
- Run utility services through wall of concrete forms, if required
- Rough in sewer lines for trailer service

- Provide and construct concrete foundation for trailers
- Provide and construct ground level concrete foundation for 10' X 12' shed and enclosed trash bin area for two rolling 3-yard bins
- Remove concrete forms for foundation, back-fill and pack to meet city building codes
- Transfer four 12ft. X 60ft. DSA Trailers from: 112485 Highway 67, Pad 4, Lakeside, CA 92040. To: 4110 41st Street, San Diego, CA 92104
- Set trailers onto ground level foundation, secure to foundation and weld trailer frames onto one unit
- Level all trailer sections to be level and true per industry standard

Construction tasks- trailers

- Align interior walls, ceiling grid, floor level, roof structure and roof material at trailer seams. Seal roof and trailers seams to provide water-proof environment.
- Provide and connect electrical service to existing electrical panel
- Provide and install water sprinkler system, if required by San Diego city codes
- Install any counters, cabinets or furniture that had to be displaced for removal of trailers from previous site
- Provide and run new electrical conduit to service trailer requirements
- Provide and install all sewer connections for toilets, sinks, kitchen appliances and sink
- Provide and install all water connections for toilets, sinks, outside water faucets, kitchen appliances and sink
- Provide and connect phone and data service to communication board.
- Ensure new phone lines are run for the offices, kitchen and classrooms
- Provide and install new gutters and downspouts on unit. Water is to flow

into sewer system for trailer

Construction tasks- hardscape

- Provide and install concrete walkway around trailer unit for traffic flow to and from classrooms
- Provide and install concrete curbing as required for site plans to meet ADA, parking, landscaping, and water drainage control, etc.
- Provide and install asphalt surfacing as required for site plans
- Provide and accomplish all required signage, striping, markings for ADA compliance and parking of cars
- Provide and construct an enclosed trash bin area to contain a 3-yard bin for trash and a 3 yard bin for recyclables. Should have two swinging gates constructed of chain-linked fencing with locking hardware
- Contractor is to perform a final walk through with Neighborhood House representatives for "punch-list" development that is to be completed prior to project completion
- Contractor is to provide signed city permits and "Evidence of Occupancy" by the San Diego city building inspectors
- Contractor is to provide "AS BUILT" drawings at the conclusion of the project.
- Bid to Include an allowance of \$80,000 for playground development.

Exhibit B – Construction Cost Breakdown



CA License # 878521
344 N. Vinewood St.
Escondido, CA 92029
P 760-929-9787

Estimate 3727
Proposal Date 06/21/17
Estimator MF

Project: 3727 NHA Modular Relocation
Owner: Neighborhood House Association
Location: 4110 41st Street San Diego, CA 92014
Bid Date: 6/21/2017
Start: TBD
Completion: TBD
Duration: 17 Weeks
Square Feet: 20,692 SF
Addenda: 1,2,3,4,5,6,7

REVISED SCOPE BEST AND FINAL BUDGET

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	TOTAL COST
Pre-Construction					
Project Manager	48	hrs	\$65.00	\$3,120.00	
Project Coordinator	48	hrs	\$40.00	\$1,920.00	
Architectural Design	1	Ls	\$24,000.00	\$24,000.00	
Structural Design	1	Ls	\$4,000.00	\$4,000.00	
Civil Design	1	Ls	\$30,000.00	\$30,000.00	
Landscape	1	Ls	\$5,000.00	\$5,000.00	
Mechanical Design	0	Ls	\$0.00	\$0.00	Excluded
Electrical Design	1	Ls	\$5,000.00	\$5,000.00	
Plumbing Design	1	Ls	\$5,000.00	\$5,000.00	
Soils/Infiltration Testing	1	Ls	\$4,500.00	\$4,500.00	
Sub-Total					\$82,540.00
General Conditions / Requirements					
Project Manager	340	hrs	\$65.00	\$22,100.00	
Superintendent	720	hrs	\$55.00	\$39,600.00	
Safety Director	34	hrs	\$65.00	\$2,210.00	
DBE Coordinator					Excluded
Project Engineer					Excluded
Project Coordinator	136	hrs	\$40.00	\$5,440.00	
Temp Lighting					Excluded
Temp generator					Excluded
Temp Power Setup	1	ea	\$2,750.00	\$2,750.00	
Temp Power Consumption	4	mu	\$75.00	\$300.00	
Temp Water Meter Setup/Removal	1	ea	\$124.00	\$124.00	
Temp Water Meter Backflow/Install	1	ea	\$600.00	\$600.00	
Temp Water Meter Rent	4	Mo	\$75.00	\$300.00	
Temp Water Consumption	50	Unit	\$10.00	\$500.00	
Temp Sanitary Facilities	4	mo	\$375.00	\$1,500.00	
Temp Jobsite Trailer Setup	1	Ea	\$500.00	\$500.00	
Temp Jobsite Trailer	4	mo	\$225.00	\$900.00	
Storage Container					Excluded
Temp Fences	1000	lf	\$7.50	\$7,500.00	
Messenger & delivery fees					Excluded
Trash containers and dump fees	2	ea	\$750.00	\$1,500.00	
Delineators / barricades	1	ls	\$300.00	\$300.00	
Postage					Included
Progress photos					Included
As-built drawings	5	ea	\$125.00	\$625.00	
Construction Signage	1	ls	\$150.00	\$150.00	
Jobsite safety					Included
General labor	136	hrs	\$75.00	\$10,200.00	
Jobsite Office supplies					Included
Protection of work	1	ls	\$500.00	\$500.00	
Printing & blueprinting					Included
Layout and survey	1	ea	\$8,400.00	\$8,400.00	
Labor to pull permits - PM	8	hrs	\$68.00	\$544.00	
Misc. sundries	17	wks	\$25.00	\$425.00	
Small tools	17	wks	\$25.00	\$425.00	

Drinking water	17	hrs	\$20.00	\$340.00	
Reach Lift Rental Equipment	3	mo	\$1,350.00	\$4,050.00	
Sub-Total					\$111,783.00
Special Conditions					
Special Inspections	55	hrs	\$125.00	\$6,875.00	
Underground Utility location	8	hrs	\$135.00	\$1,080.00	
Put Hoing					<i>Excluded</i>
Trench plates	2	mo	\$520.00	\$1,040.00	
Street sweeping	4	Ea	\$550.00	\$2,200.00	
Traffic Control Plan /Permits	2	Ea	\$1,200.00	\$2,400.00	<i>Allowance</i>
Traffic Control signage	1	Ls	\$500.00	\$500.00	
Sub-Total					\$14,695.00
Division 2	BMPs/SWPPP				
Construction Entrances	2	Ea	\$1,750.00	\$3,500.00	
Silt Fence	1000	Lf	\$1.00	\$1,000.00	
Straw Wattle/Gravel Bags	1	Ls	\$450.00	\$450.00	
Down Stream Inlet Protection	3	Ea	\$100.00	\$300.00	
BMP Installation	32	Hrs	\$110.00	\$3,520.00	
BMP Maint Materials	1	Ls	\$500.00	\$500.00	
Sub-Total					\$9,270.00
Division 2	Demolition/Abatement				
Saw Cut AC Pavement	120	Lf	\$14.00	\$1,680.00	
Break and Remove Hardscape to Accommodate Utilities	60	Sf	\$14.00	\$840.00	
Remove Existing Eucalyptus Tree From Site	1	Ls	\$5,000.00	\$5,000.00	
Remove Existing Exterior Door/Frames Building	0	Ea	\$250.00	\$0.00	
Remove Existing Interior Casework/Plumbing Fixtures Building	0	Lf	\$20.00	\$0.00	
Remove Existing Flooring and Base Building	0	Sf	\$1.50	\$0.00	
Sub-Total					\$7,520.00
Division 2	Grading/Earthwork				
Remove Existing Asphalt/Base	207	Cy	\$65,000.00	\$65,000.00	<i>Allowance</i>
Prepare Subgrades AC Parking/Hardscapes	454	Cy			
Excavate Foundation to Subgrade	610	Cy			
Over Ex 24" Below Footings and Recompect	213	Cy			
Scarify Recompect Hardscape	14425	Sf			
Excavate Curb Cuts	830	Lf			
Finish Grade Landscape Areas	4824	Sf			
Export Subgrade Cut at Trailer	254	Cy			
Export Foundation Spalls	40	Cy			
Sub-Total					\$65,000.00
Division 2	Playground Furnishings -Associated Site Work				
Playground Equipment/Work Within Playground Limits Allowance	1	Ls	\$80,000.00	\$80,000.00	<i>Allowance</i>
Sub-Total					\$80,000.00
Division 2	Landscaping/Irrigation				
24" Box Trees	10	Ea	\$350.00	\$3,500.00	<i>Allowance</i>
15 Gallon Trees	15	Ea	\$250.00	\$3,750.00	<i>Allowance</i>
5 Gallon Shrubs	35	Ea	\$100.00	\$3,500.00	<i>Allowance</i>
1 Gallon Shrubs	50	Ea	\$50.00	\$2,500.00	<i>Allowance</i>
Flatbed Groundcover	20	Ea	\$45.00	\$900.00	<i>Allowance</i>
Forest Floor Mulch	50	Cy	\$75.00	\$3,750.00	<i>Allowance</i>
Drip Irrigation	1	Ls	\$12,060.00	\$12,060.00	<i>Allowance</i>
90 Day Maintenance	3	mo	\$450.00	\$1,350.00	<i>Allowance</i>
Sub-Total					\$29,960.00

Division 2	Site Utilities	1	K	\$55,000.00	\$55,000.00	Allowance
	Sewer Tap at Alley	1	Ls			
	Water Tap at Alley	1	Ls			
	Electrical Tap at Transformer	1	Ls			
	Sewer Piping 4" ABS	110	Lf			
	Water Piping 2" (Copper to Backflow/PVC to Building 50/50)	110	Lf			
	Provide/Install 1.5" Watts RPZ Backflow Preventer w/Concrete Pad/Cage	1	Ea			
	Provide/Install 1.5" Watts Pressure Regulator	1	Ea			
	Provide/Install 1.5" Watts Ball Valve at Regulator	1	Ea			
	Electrical Conduit	110	Lf			
	CAIV/Telephone Conduit Joint Trench	110	Lf			
	Utility Connection Fee Allowances	3	Ea			
	Sub-Total					\$55,000.00
Division 3	Foundation Concrete					
	Exterior Stem Wall 8" Wide 28" Deep TOF CIP Concrete	232	Lf	\$45.00	\$10,440.00	
	Inside Stem Wall 16" Wide 28" Deep TOF CIP Concrete	361	Lf	\$55.00	\$19,855.00	
	Spread Footings 18"x18" Typical at stem walls	361	Lf	\$60.00	\$21,660.00	
	Sub-Total					\$51,955.00
Division 3	Site Concrete					
	Patchback Alloy Concrete 6" Thick w/#4 Rebar	100	Sf	\$15.00	\$1,500.00	
	4" Broom Gray Flatwork Concrete w/#10 WWM	3300	Sf	\$7.50	\$24,750.00	
	Truncated Dome Accessible Ramps	3	Ea	\$1,250.00	\$3,750.00	
	6" Concrete Curb w/#3 Rebar TB	810	Lf	\$25.00	\$20,250.00	
	6" Concrete Ribbon Gutter w/#4 Rebar	410	Sf	\$15.00	\$6,150.00	
	4" Concrete Shed SOG w/ 12" Thickened Edge	225	Sf	\$10.00	\$2,250.00	
	4" Concrete Trash Enclosure SOG w/ Monolithic 6" Interior Curbing	225	Sf	\$15.00	\$3,375.00	
	Sub-Total					\$62,025.00
Division 3	Asphalt Concrete					
	3" AC Paving on 6" Base Material	9300	Sf	\$3.50	\$32,550.00	
	Striping Parking Stalls	320	Lf	\$2.00	\$640.00	
	Handicap Stenciling	2	Ea	\$175.00	\$350.00	
	Loading Zone Stenciling	1	Ls	\$250.00	\$250.00	
	Signage as Required	4	Ea	\$250.00	\$1,000.00	
	Sub-Total					\$34,790.00
Division 4	Masonry					
	CMU 8" Split Faced Block 8.5' Tall Trash Enclosure w/Footing	383	Sf	\$25.00	\$9,562.50	
	Sub-Total					\$9,562.50
Division 5	Metals					
	Structural Steel Embeds/Welding Plates At Stem Wall	1	Ls	\$5,000.00	\$5,000.00	
	Access Plt Galvanized Metal Frame and lid 5x5	1	Ls	\$2,500.00	\$2,500.00	
	72" Galvanized Chain-link Fence	156	Lf	\$55.00	\$8,580.00	
	36" Pedestrian Chain-link Pedestrian Gates	3	Ea	\$750.00	\$2,250.00	
	72" Chain-link Swing Gates at Trash Enclosure/Storage Shed	14	Lf	\$90.00	\$1,260.00	
	Sub-Total					\$19,590.00
Division 6	Rough Carpentry					
	Shed Fencing 8' Tall w/Metal Embedded/Core Drilled Posts	0	Lf	\$65.00	\$0.00	
	Shed and Trash Enclosure Roof on 1.125" T/G Sheathing on 2x8 Rafter	225	Sf	\$15.00	\$3,375.00	
	Exterior Door Fill	0	Sf	\$20.00	\$0.00	
	Match Exterior T-11 at Door Infills	0	Sf	\$10.00	\$0.00	
	Interior Wall Framing at Demising Walls 2x4x10'	38	Lf	\$30.00	\$1,140.00	
	Misc. Structural Hold Downs	4	Ea	\$350.00	\$1,400.00	
	Sheer Panel Interior Walls at hold Downs	4	Ea	\$750.00	\$3,000.00	
	Sub-Total					\$8,915.00

Division 5 Finish Carpentry

Kitchen Uppers - P-Lam Faces on Full Faced Frames Standard HW	0	Lf	\$150.00	\$0.00	
Kitchen Lower - P-Lam Faces/Countertops on Full Faced Frames Standard HW	0	Lf	\$250.00	\$0.00	
Classroom Lower - P-Lam Faces/Countertops on Full Faced Frames Standard HW	16	Lf	\$300.00	\$4,800.00	
Staff Restroom Uppers - P-Lam Faces on Full Faced Frames Standard HW	0	Lf	\$150.00	\$0.00	
Staff Restroom Lower - P-Lam Faces/Countertops on Full Faced Frames Standard HW	0	Lf	\$250.00	\$0.00	
Sub-Total					\$4,800.00

Division 7 Thermal/Moisture protection

Waterproofing at Exterior Foundation Concrete Wall	696	Sf	\$7.00	\$4,872.00	
Shed and Trash Enclosure Class-A Asphalt Shingles on Felt	215	Sf	\$10.00	\$2,250.00	
Misc. Standing Seam Metal Roof Repairs at Joined Trailers	432	Sf	\$20.00	\$8,640.00	
Misc. Insulation Replacement	1	Ls	\$1,000.00	\$1,000.00	
Misc. Sheet Metal/Gutter repairs as Needed	1	Ls	\$3,500.00	\$3,500.00	
Sealants	1	Ls	\$1,000.00	\$1,000.00	
Sub-Total					\$21,262.00

Division 8 Doors, Frames & Hardware

Provide and Install New Exterior 3068 HM Door w/HM Anodized Frame	0	Ea	\$2,250.00	\$0.00	
Provide New Interior 3068 SC Door w/HM Anodized Frame	1	Ea	\$1,000.00	\$1,000.00	
Provide and Install Schlage Classroom Hardware Closure/Package	1	Ea	\$500.00	\$500.00	
Sub-Total					\$1,500.00

Division 8 Glass & Glazing

Excluded

Division 9 Drywall

Misc. Patch and Repair 1/2" Drywall/Texture	1	Ls	\$2,500.00	\$2,500.00	
Patch Drywall at Hold Down Installation Areas	4	Ea	\$320.00	\$1,280.00	
Provide Drywall/Texture at Demising Wall	800	Sf	\$3.00	\$2,400.00	
Sub-Total					\$6,180.00

Division 9 Tile

Excluded

Division 9 Acoustical Ceilings

Patch and Repair Armstrong Prelude ACT/Grid System as required	810	Sf	\$3.50	\$2,835.00	
Sub-Total					\$2,835.00

Division 9 Flooring

Provide and Install LVT Flooring Classrooms/Offices	0	Sf	\$4.00	\$0.00	
Provide and Install Armstrong Sheet Vinyl Kitchen/Restrooms/Storeroom	0	Sf	\$9.00	\$0.00	
Provide and Install Rubber Base Classrooms and Offices	0	Lf	\$3.00	\$0.00	
Provide and Install Self Coved Rubber Base Kitchen/Restrooms/Storage	0	Lf	\$3.00	\$0.00	
Misc. Floor Patching	1	Ls	\$1,200.00	\$1,200.00	Allowance
Sub-Total					\$1,200.00

Division 9 Painting & Wallcoverings

Interior Repaint 2 Color w/Primer	2850	Sf	\$3.00	\$8,550.00	
Exterior Repaint 2 Color w/Primer	0	Sf	\$2.25	\$0.00	
Repaint Exterior Doors	0	Ea	\$150.00	\$0.00	
Provide Tack Board at New/Separation Walls	0	Ea	\$300.00	\$0.00	Allowance
Sub-Total					\$8,550.00

Division 10 Specialties

Kiosk Changing Tables at Classrooms	2	Ea	\$236.25	\$472.50	
Signage Allowance (No Specs Provided)	1	Ls	\$500.00	\$500.00	Allowance
Sub-Total					\$972.50

Division 11	Equipment						Excluded
Division 13	Special Construction	1	Ls	\$35,000.00	\$35,000.00		
	Relocate and Install Modular Trailers						
	On Site Trailer Loading	4	Ea				
	Trailer Transportation	4	Ea				
	Trailer Transport Permits	4	Ea				
	Trailer Offload	4	Ea				
	Trailer Set On Foundations	4	Ea				
	Trailer Tie Down/Assembly	4	Ea				
	Misc. Welding/Ironwork as Needed	1	Ls				
	Sub-Total						\$35,000.00
Division 15	Fire Protection						Excluded
Division 15	Plumbing						
	Man Hours Plumbing	80	Hrs	\$150.00	\$12,000.00		
	Provide Connection to Trailers 1.5" Water Main	1	Ea	\$150.00	\$150.00		
	Connect to Provided Sewer Main	1	Ls	\$500.00	\$500.00		
	Connect Sump Pump To Sewer	1	Ls	\$500.00	\$500.00		
	Connect Downspouts To Sewer Per RFP/RFls	1	Ls	\$500.00	\$500.00		
	Provide and Install Subterranean Poly Vinyl Sump/Pump	1	Ea	\$2,250.00	\$2,250.00		
	Provide and Install Stainless Steel Top Mount Sinks	4	Ea	\$525.00	\$2,100.00		
	Provide and Install Stainless Steel Faucets	4	Ea	\$375.00	\$1,500.00		
	Provide and Install Drinking Fountain/Bubblers at Sinks	4	Ea	\$450.00	\$1,800.00		
	Provide and Install Garbage Disposal	0	Ea	\$375.00	\$0.00		
	Provide and Install PEK Cold/Hot Water Piping to New	0	Ls	\$500.00	\$0.00		
	Sub-Total						\$21,300.00
Division 15	Mechanical / HVAC						
	Misc. Register/Return Relocations at Demising Walls	0	Ls	\$2,500.00	\$0.00	No Demising Wall	
	Sub-Total						\$0.00
Division 16	Electric						
	Provide External Meter Panel/400 Amp Main Breaker Disconnect	1	Ea	\$7,500.00	\$7,500.00		
	Connect Secondary Conduit to Meter Panel	1	Ea	\$700.00	\$700.00		
	Connect to Existing Sub Panels	4	Ea	\$1,100.00	\$4,400.00		
	Rewire Light Fixtures as Required	0	Ea	\$1,040.00	\$0.00	No Demising Wall	
	Provide Occupancy Sensors as Required	11	Ea	\$350.00	\$3,850.00	No Demising Wall	
	Provide Two and Three Way switching where required	0	Ea	\$500.00	\$0.00	No Demising Wall	
	Provide Convenience Outlets as Required	0	Ea	\$250.00	\$0.00	No Demising Wall	
	Provide Exterior External Light Sconces as Needed	6	Ea	\$1,000.00	\$6,000.00	Allowance	
	Provide Roof Top Mounted 1000 Watt Flood Lights For Parking Lot Lighting	0	Ea	\$2,500.00	\$0.00	By Owner	
	Troubleshooting Allowance	12	Hrs	\$125.00	\$1,500.00	Allowance	
	Sub-Total						\$23,950.00
Division 16	Low Voltage/Alarm						
	Low Voltage Ring and String/Prewire						Excluded
	Burglar/Intrusion Alarm						Excluded
	Fire Alarm Upgrades (Assumed Existing/Operational)	0	Ls	\$3,250.00	\$0.00	Allowance	
	Sub-Total						\$0.00
	Project Sub Total						\$769,555.00
	GL Insurance @ 1.25%						\$9,610.44
	General Contracting Fee @ 4.5%						\$34,629.98
	Contingency						\$40,000.00
	PROJECT BUDGET COSTS						\$853,804.41
	Permits/Inspection Fees	1	Ls	\$15,000.00	\$15,000.00	Allowance	



CA Lic. 878621
344 N. Vinewood St.
Escondido, CA 92029
PHN: 760-925-9787

Estimate 3727
Proposal Date 6/21/2017
Estimator MF

Project: 3727 NHA Modular Relocation
Owner: Neighborhood House Association
Location: 4110 41st Street San Diego, CA 92014

QUALIFICATION / EXCLUSIONS

QUALIFICATIONS

- 1 Full Time supervision during construction is included.
- 2 No soils report was provided. Grading allowances provided are budgetary until Soils Report is generated
- 3 No infiltration study provided. Bio retention areas are budgetary until Infiltration study is generated
- 4 No Access into Trailers Was Granted on Initial or supplemental visits. Prava requires interior walkthrough before negotiation of contract
- 5 Foundation grading included a 24" Over excavation below footings of trailers
- 6 Hardscape grading includes a 12" scarify and recompact to limits of work
- 7 Work shall be performed during normal working hours - 6:00 AM to 4:00 PM; Monday through Friday
- 8 Parking onsite shall be provided for contractors and vendors
- 9 Excludes ALL work associated with playground areas defined on Exhibit A-2
- 10 Excludes Repairs to Exterior City Sidewalks/Alley concrete other than those generated by our scopes
- 11 Excludes Relocation of Utility Poles/Structions
- 12 Excludes Chain-Link Fencing Beyond Trailer Limits Of Work (We have allowed for 156 Lf Fencing Including 3-36" Pedestrian Gates w/Standard Hardware
- 13 We have anticipated using the existing transformer to provide power to the relocated trailers
- 14 We have anticipated bringing wet and Dry utilities form the abey to the trailer site
- 15 Excludes ALL utility company metering/capacity fees associated with the scope of work listed
- 16 Excludes accessories at restrooms/storage rooms (i.e., Toilet paper, soap dispensers, napkin dispensers, trash cans, etc.) per RFI answers
- 17 Excludes new plumbing fixtures other than those specifically listed (Adult/Children/Kitchen Sinks Only
- 18 Prava assumes Children/Staff/Storage room Plumbing fixtures are existing and operational
- 19 Prava Assumes existing flooring is present and in need of minimal repair
- 20 Prava Excludes new Exterior HM Doors. One Interior SC wood door at kitchen to be provided. All other doors are to remain
- 21 Existing Westerd parking lot removal bid as 3" AC Pavement on 6" Class II Base
- 22 Future parking lot/loading areas bid as 3" AC Pavement on 6" Class II Base Replacement
- 23 Existing Toilet Future Storeroom to remain in place. Prava Excludes relocating this toilet
- 24 Prava assumes 2x4 Insulated Demising Walls Between Classrooms. Existing Restroom and Office Walls to Remain
- 25 Excludes Chalkboards and/or Teaching aids. None Shown
- 26 CATV/Telephone connection by owner
- 27 Prava Excludes Natural Gas Supply to Trailers
- 28 Prava Excludes 6030 Tack boards at "New" Demising Walls
- 29 Cold Water Drinking Fountain/Plumbing/Electrical/Sewer at shed Excluded. No Specifications given
- 30 Excludes water filtration system for classroom "bubblers"
- 31 Excludes Mistling System and/or Shade Canopy
- 32 Prava assumes all interior lighting/switches/outlets/wiring is operational and to current codes prior to trailer relocation
- 33 Prava recommends Parking lot Lighting For this Project. Prava Has Not Carried any allowances for this Scope.
- 34 Excludes Reclaimed Water Irrigation System. No Facilities Available for this Present at Time of Bid. Irrigation will be tapped into water supply from Domestic Meter
- 35 Prava Assumes Existing Interior Doors are Existing and Operational and Require no Touch up or Reworking.
- 36 Prava Assumes that Millwork/Cabinetry/Countertops shown on As Built Plans are Existing and in Working Order
- 37 Prava has allowed for the replacement of the Classroom Sinks and Millwork Package only

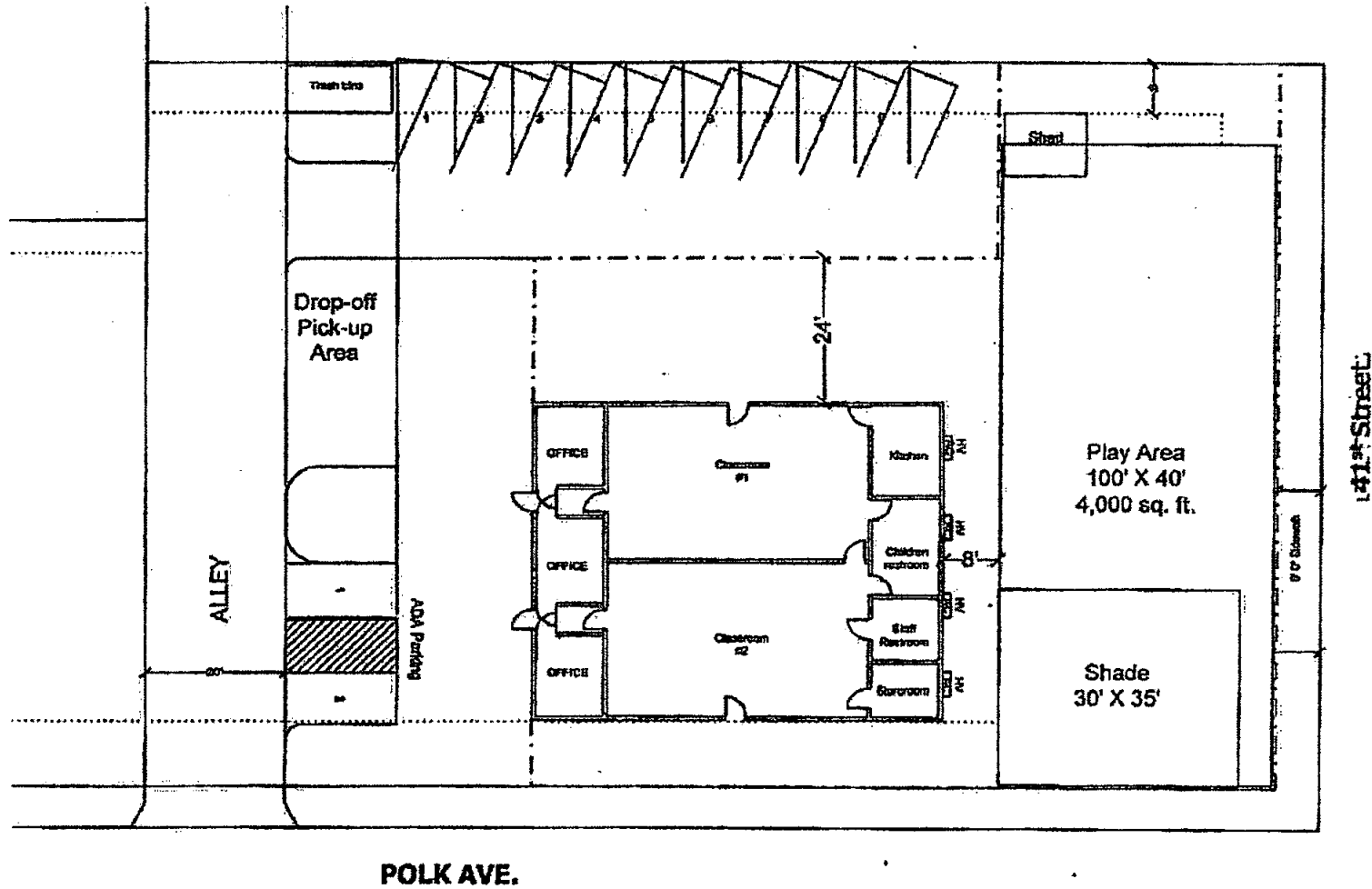
SPECIFIC EXCLUSIONS

- | | |
|---|--|
| 1 Security systems, hardware or equipment | 11 Rework of subsurface conditions not identified |
| 2 After hour & weekend work | 12 Replacement of Unsatisfactory sub soils |
| 3 Fire sprinkler work of any kind | 13 Utility Company Meter Purchase/Installation/Capacity Fees |
| 4 Excludes Fire Hydrant Work of any kind | 14 Storm Drain Piping or Apparatus |
| 5 Storm or water piping modifications | 15 Testing and handling of hazardous materials |
| 6 Breaking of digging of Rock | 16 Electrified door hardware |
| 7 HVAC work beyond connecting to existing | 17 CCTV |
| 8 Bringing existing Electrical conditions up to code U.N.D. | 18 Audio Video systems or equipment |
| 9 Low Voltage of any kind | 19 Furniture |
| 10 Title 24 & commissioning | 20 Appliances |

Exhibit C – Development Plan



**POLK AVE. LEARNING CENTER
4064 Polk Ave.**





GA Bldg. 35 ATF Coater Renovation
Preliminary Schedule

Project No: 3759
Thu 3/1/18

ID	Task Name	Duration	Start	Finish	%	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018
1	NHA Modular Relocation & Site Development	185 days	Wed 2/28/18	Fri 11/16/18	0%										
2	ADMIN / DESIGN	105 days	Wed 2/28/18	Thu 7/26/18	0%										
3	Submit Proposal	0 days	Wed 2/28/18	Wed 2/28/18	100%	2/28									
4	Owner award project	5 days	Wed 2/28/18	Tue 3/6/18	0%										
5	Execute Owner Contract	2 days	Wed 3/7/18	Thu 3/8/18	0%										
6	Issue Design Sub contracts	5 days	Wed 3/7/18	Tue 3/13/18	0%										
7															
8	Design	33 days	Wed 3/14/18	Fri 4/27/18	0%										
9	Programming Session	1 wk	Wed 3/14/18	Tue 3/20/18	0%										
10	Develop 60% Plans	3 wks	Wed 3/21/18	Tue 4/10/18	0%										
11	NHA Review and comment - 60%	3 days	Wed 4/11/18	Fri 4/13/18	0%										
12	Develop 90% Plans	2 wks	Wed 4/11/18	Tue 4/24/18	0%										
13	NHA Review and comment - 90%	3 days	Wed 4/25/18	Fri 4/27/18	0%										
14	Submit for City Review	0 wks	Tue 4/24/18	Tue 4/24/18	0%										
15	City Review	8 wks	Wed 4/25/18	Wed 6/20/18	0%										
16	Incorporate Comments	1 wk	Thu 6/21/18	Wed 6/27/18	0%										
17	Resubmit City	4 wks	Thu 6/28/18	Thu 7/26/18	0%										
18	Permit	0 days	Thu 7/26/18	Thu 7/26/18	0%										
19	IFC Issuance	0 days	Wed 6/27/18	Wed 6/27/18	0%										
20															
21	Subcontractor Pricing and Contracts	10 days	Thu 6/21/18	Thu 7/5/18	0%										
22	Issue Subcontracts	10 days	Fri 7/6/18	Thu 7/19/18	0%										
23															
24	Critical Submittals	5 days	Fri 7/6/18	Thu 7/12/18	0%										
37															
38	REVIEW & APPROVE SUBMITTALS	3 days	Fri 7/13/18	Tue 7/17/18	0%										
51															
52	PROCUREMENT	20 days	Wed 7/18/18	Tue 8/14/18	0%										
65															
66	CONSTRUCTION	85 days	Thu 7/19/18	Fri 11/16/18	0%										



**GA Bldg. 35 ATF Coater Renovation
Preliminary Schedule**

Project No: 3759
Thu 3/1/18

ID	Task Name	Duration	Start	Finish	%	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018
67	Mobilize	0 days	Thu 7/19/18	Thu 7/19/18	0%	Complete									
68	Safeoff	1 day	Fri 7/20/18	Fri 7/20/18	0%										
69	Setup Temp Fence / Temp Facilities	1 day	Fri 7/20/18	Fri 7/20/18	0%										
70	Removal of excess dirt	3 days	Mon 7/23/18	Wed 7/25/18	0%										
71	Over Ex & Recompact / Rough Grade	10 days	Thu 7/26/18	Wed 8/8/18	0%										
72	INSPECTION - Certify Pad	1 day	Fri 8/10/18	Fri 8/10/18	0%										
73	Excavate for underground utilities / SD	5 days	Mon 8/13/18	Fri 8/17/18	0%										
74	Install UG	5 days	Mon 8/20/18	Fri 8/24/18	0%										
75	INSPECTION - UG	1 day	Tue 8/28/18	Tue 8/28/18	0%										
76	Backfill UG	3 days	Wed 8/29/18	Fri 8/31/18	0%										
77	Excavation of foundations	5 days	Mon 8/13/18	Fri 8/17/18	0%										
78	Form Foundations	5 days	Mon 8/20/18	Fri 8/24/18	0%										
79	Rebar	5 days	Mon 8/27/18	Fri 8/31/18	0%										
80	INSPECTION - Rebar	1 day	Wed 9/5/18	Wed 9/5/18	0%										
81	Pour Foundations	1 day	Thu 9/6/18	Thu 9/6/18	0%										
82	Cure	7 days	Fri 9/7/18	Mon 9/17/18	0%										
83	Strip	2 days	Fri 9/7/18	Mon 9/10/18	0%										
84	Backfill as needed	2 days	Tue 9/11/18	Wed 9/12/18	0%										
85	Relocate Trailers	2 days	Tue 9/18/18	Wed 9/19/18	0%										
86	Trailer Connections	10 days	Thu 9/20/18	Wed 10/3/18	0%										
87	Make Utility Connections	4 days	Thu 10/4/18	Tue 10/9/18	0%										
88	Interior Trailer Improvements	4 wks	Thu 10/4/18	Wed 10/31/18	0%										
89	Site Work	48 days	Fri 9/7/18	Tue 11/13/18	0%										
90	Parking Area	3 wks	Fri 9/7/18	Thu 9/27/18	0%										
91	Trash Bin and Storage	3 wks	Wed 10/3/18	Tue 10/23/18	0%										
92	Hardscape @ Trailers	3 wks	Wed 10/10/18	Tue 10/30/18	0%										
93	Landscaping	2 wks	Wed 10/31/18	Tue 11/13/18	0%										
94	Final Inspections	3 days	Wed 11/14/18	Fri 11/16/18	0%										
95	Substantial Completion	0 days	Fri 11/16/18	Fri 11/16/18	0%										

Attachment 3

9.7 Agreement for Grant Funds from the Federal Head Start Program

This agreement ("Agreement"), made this 7th day of June, 2018, by and among the NEIGHBORHOOD HOUSE ASSOCIATION, INC. ("Tenant" or "Grantee") and CITY OF SAN DIEGO ("Landlord"), amend that certain City of San Diego Nonprofit Lease ("Lease"), on file in the Office of the City Clerk as Document No. RR-298720.

WHEREAS, the Landlord is the owner of the premises as further set forth and described in the Lease;

WHEREAS, Tenant has agreed to lease an unimproved portion of the above-described premises from Landlord (the "Leased Premises") for the purpose of constructing, operating and maintaining a child care center emphasizing day care and recreational programs for preschool children as further set forth in the Lease, and;

WHEREAS, Tenant is a grantee in the Federal Head Start Program ("Head Start") (see 42 U.S.C. §§9831-9852c; 45 C.F.R. §§ 1301 – 1305.2), and;

WHEREAS, the Administration for Children and Families ("ACF"), a component of the United States Department of Health and Human Services ("HHS"), has approved an award of Head Start grant funds to Tenant which will be used to complete a major renovation of the premises, and;

NOW, in consideration of the covenants contained herein, it is agreed that the Parties amend the Lease under the following terms and conditions of this Agreement:

1. Definitions: Under this Agreement, the following terms are defined as follows:
 - (a) Event of Default: The term "Event of Default" means an event of default under the Lease.
 - (b) Grantee: The term "Grantee" means NEIGHBORHOOD HOUSE ASSOCIATION, INC. and/or an interim grantee and/or a replacement grantee and their heirs, assignees, and successors under this Agreement and the Lease.
 - (c) Lessor: The term "Lessor" means CITY OF SAN DIEGO and/or their heirs, assignees, and successors under this Agreement and the Lease.
 - (d) Interim Grantee: The term "Interim Grantee" refers to an entity designated by ACF to provide Head Start services in a designated area on an interim basis

while ACF engages in the selection process to designate a replacement grantee to operate the Head Start program.

- (e) Replacement Grantee: The term "Replacement Grantee" refers to an entity designated by ACF to serve as the Head Start grantee subsequent to the end of the role of NEIGHBORHOOD HOUSE ASSOCIATION, INC. in that function.
- (f) Parties: The term "Parties" shall refer to NEIGHBORHOOD HOUSE ASSOCIATION, INC. and CITY OF SAN DIEGO, and their respective heirs, successors, and assignees under this Agreement and the Lease.

2. Grantee's Obligations

- (a) The Grantee agrees not to sublease, assign, or otherwise transfer the premises, or use the premises for any non-grant purpose, without the express written approval of the responsible HHS official.
- (b) The Grantee covenants and agrees to provide ACF with notice:
 - (1) Of any default by the Grantee under the Lease, on the date of the discovery of such default; and
 - (2) That the Lessor has notified the Grantee of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that the Grantee receives such notice from the Lessor.

3. Lessor's Promise To Notify ACF

The Lessor covenants and agrees to provide ACF with notice:

- (a) Of any default by the Grantee under the Lease, as soon as practicable after the day that the Lessor first knows of such default.
- (b) That the Lessor intends to exercise its remedy of cancellation, termination, and/or any other remedy, on the day that Lessor notifies the Grantee that it intends to exercise such remedy or remedies, or if the Lessor does not notify the Grantee, on the day that the Lessor decides to exercise any such remedy or remedies.
- (c) That the Lessor intends to mortgage the premises, or that a lien or other encumbrance affecting title has been attached to the premises.

4. Addresses For Notification To ACF

Whenever notice to ACF is required under this Agreement, the Lessor and the Grantee promise to provide both telephonic and written notification (by registered mail, return receipt requested) to the following ACF offices, or to their successors:

- (a) Administration for Children & Families
Office of Grants Management, Region IX 90
Seventh Street, Suite 9-100
San Francisco, CA 94103 Telephone
Number: (415) 437-8506
- (b) Administration for Children & Families
Office of Head Start, Region IX
90 Seventh Street, Suite 9-100
San Francisco, CA 94103 Telephone
Number: (415) 437-8447
- (c) Director
Office of Head Start, Administration for Children and Families
Mary E. Switzer Building
330 C Street, SW Suite 4301
Washington D.C. 20201
Telephone Number: (202) 205-8573
- (d) Office of the General Counsel
United States Department of Health and Human Services
722A Hubert H. Humphrey Building
220 Independence Avenue, S.W., Washington, D.C. 20201
Telephone Number: (202) 690-7741

In addition, if the offices listed above have a change of name, address, and/or telephone number, the Grantee further covenants and agrees to take all reasonable action necessary to discover and notify the appropriate Federal government offices.

5. Contents Of Notification To ACF

The Lessor and the Grantee covenant and agree to include the following information in the written notice to ACF whenever such notice is required under this Agreement:

- (a) The full names, addresses, and telephone numbers of the Lessor and the Grantee;

- (b) The following statement, prominently displayed at the top of the first page of the notice:
"The Federal Interest in certain real property or equipment used for the Head Start Program may be at risk. Immediately give this notice to the appropriate government official."
- (c) In the event of a default by the Grantee, the date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice;
- (d) In the event that the Lessor will be exercising the remedy of cancellation, termination, and/or other remedies, the date or expected date of the cancellation and/or exercise of other remedies.

6. Grantee's Promise To Notify Lessor Of Changes In ACF's Address

The Grantee covenants and agrees to give the Lessor written and telephonic notice of any change of name, address, and/or telephone number of an ACF office listed in Paragraph 4. If one or more of the ACF offices listed in Paragraph 4 stops operating, the Grantee covenants and agrees to give the Lessor written and telephonic notice of the name, address, and telephone number of the succeeding Federal office(s) to which notice must be given.

7. ACF's Rights In Event Of The Grantee's Default

- (a) In the event a default occurs under the Lease, the Parties agree that ACF may intervene when it deems a default to have occurred under the Lease, and which default requires ACF's intervention to avoid termination of the Lease by the Lessor, to ensure that the default is cured by the Grantee or another party designated by the responsible ACF official, and that the Lessor, or its assigns, shall accept the payment of money or performance of any obligation by ACF's designee for the Grantee, as if such payment of money or performance had been made by the Grantee.
- (b) Unless as otherwise specified in Paragraph 9 below, ACF shall have thirty (30) days from the date of receipt of notice of the default that has been served in full compliance with Paragraphs 3 through 5 above, in which to intervene to attempt to cure the default.

If ACF fails to respond to any notice of default, ACF's notice of federal interest and the Grantee's obligation for its federal share are preserved pursuant to 45 C.F.R. § 1303.49(a)(4).

- (c) In the event that the Grantee defaults, is terminated, withdraws from the Head Start grant, or vacates the Lease before the end of the Lease term, ACF shall have the right to designate a replacement for the Grantee for the balance of the Lease term, subject to approval by the Lessor, which will not be withheld except for good reason and pursuant to Landlord's review and approval rights in San Diego Charter section 225.

8. Substitution By ACF Shall Not Constitute An Event Of Default Notwithstanding

any other provisions of the Lease, the Parties agree that any substitution of grantees by ACF shall not constitute an event of default under the Lease. No substitution of an Interim or Replacement Grantee may be made until ACF has provided to Lessor the identity of the Interim or Replacement grantee, proof of its status to satisfy the standards of this Agreement, and such other information as required to permit Lessor to verify that the Interim or Replacement Grantee, and the programs to be conducted by it at the premises, conform to the standards required by this Agreement and pursuant to Landlord's review and approval rights in San Diego Charter section 225. Lessor shall not withhold consent to the Interim or Replacement Grantee if such entity and the programs to be conducted by it conform to the standards of this Agreement and pursuant to Landlord's review and approval rights in San Diego Charter section 225. The Parties further expressly covenant and agree that any such substitution by ACF made in accordance with this Agreement shall not trigger termination of the Lease or any other remedy under it.

9. Special Period For Curing Certain Non-Monetary Defaults

With respect to non-monetary defaults that cannot with due diligence be cured within thirty (30) days from the date of receipt of notice of default that has been served in full compliance with Paragraphs 3 through 5 above, if ACF promptly acts to cure the default within the thirty (30) day period and thereafter continues to attempt to cure the default with due diligence, then ACF shall have the right to such additional time as may be reasonably necessary to finish curing the default.

10. Delay Of Exercise Of Remedies Pending Cure

In the event of a default under the Lease, Lessor agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect ownership or possession of the premises until after ACF has been properly served, in full compliance with Paragraphs 3 through 5 above, with notice of default and intent to exercise remedies, and one of the following events has occurred:

- (a) The responsible ACF official informs the Lessor in writing that ACF has decided not to cure the default; or
- (b) ACF fails to timely cure the default within the period of time set forth in this Agreement.

11. Federal Interest In the Property Leased

This Agreement also serves to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the leasehold interest of the real property described in this Agreement ("the leasehold") of the Federal government's beneficial ownership interest and other interests ("Federal Interest") in said leasehold, as defined in and/or regulated by the Head Start Act, 42 U.S.C.

§9831 - 9852c; 45 C.F.R. §§ 1301 – 1305.2, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families ("HHS") has awarded grant funds to Grantee, including, but not limited to grant number 098CH9118-04-02 on December 13, 2016, and expects to award further amounts in the future. The Federal Interest arises because Grantee has used the grant funds to acquire, and/or construct, and/or improve said leasehold and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the leasehold and provide for a Federal Interest in the leasehold.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 - 9852c; 45 C.F.R. §§ 1301 – 1305.2, and relevant decisions of the United States courts, the restrictions on the leasehold include, among others, the following:

- The leasehold may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The leasehold may not be encumbered, used as collateral, sold or otherwise transferred to another party by Grantee without Grantee securing the written permission of the responsible HHS official, in addition to any and all consents required by the Lease.
- The grant conditions and requirements cannot be altered or nullified through a transfer of ownership of the leasehold by Grantee.

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the **Administration for Children and Families, Office of Grants Management, 90 Seventh Street, 9th Floor, San Francisco, California 94103.**

12. Binding On Heirs And Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto, but does not otherwise create, and shall not be constructed as creating, any rights enforceable by any person not a party to this Agreement.

13. Assumption Agreement

Any interim or replacement Grantee must, as a precondition to its occupancy of the Leased Premises, execute an Assumption Agreement approved by ACF and Lessor.

14. Supersession

In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall govern and control. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect, without modification.

15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and any other statement, promise, representation or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement shall not be enforceable. This Agreement may be modified only by a writing signed by the Parties, and designated as a written amendment to this Agreement.

16. Knowing and Voluntary Agreement

The Parties have entered into this Agreement voluntarily and with a complete and thorough understanding of its terms, meaning, and effect. Each of the undersigned is signing the Agreement voluntarily and freely, without coercion, having had the opportunity to read and raise questions about its meaning prior to signing.

[Remainder of page intentionally left blank.]

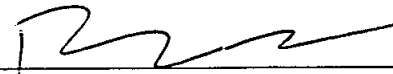
17. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement pursuant to the authority duly given them.

NEIGHBORHOOD HOUSE ASSOCIATION, INC.

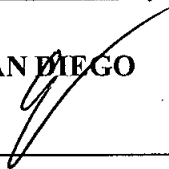
Dwight D. Smith
Reviewed By 
NHA Legal Dept

By: 

Rudolph A. Johnson, III
President and CEO

Dated: this 26th day of March, 2018.

THE CITY OF SAN DIEGO

By: 

Cybele L. Thompson
Director, Real Estate Assets

Dated: this 4 day of June, 2018.

Approved as to form this 7th day
of June, 2018.

MARA W. ELLIOTT, City Attorney

By: 

Name: Mara W. Elliott

Title: Deputy City Attorney

I:/SHARED/READ/FARST/NEIGHBORHOOD HOUSE/First Amendment to Lease to Polk Avenue-revised 3.21.18

RR-311744

RESOLUTION NUMBER R- **311744**DATE OF FINAL PASSAGE **MAY 22 2018**

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE EXECUTION OF THE
FIRST AMENDMENT TO CITY OF SAN DIEGO NONPROFIT
LEASE WITH NEIGHBORHOOD HOUSE ASSOCIATION,
INC. FOR CITY REAL PROPERTY LOCATED AT POLK
AVENUE (APN 454-752-16, 17, 18, AND 19).

WHEREAS, on December 8, 2003, the San Diego City Council approved Resolution R-298720 authorizing the City of San Diego Nonprofit Lease (Lease) with Neighborhood House Association, Inc. (Lessee), for the construction, operation and maintenance of a child care center emphasizing day care and recreational programs for preschool children (Project) for a term of twenty (20) years on the real property located at Polk Avenue, APN 454-752-16, 17, 18 and 19 (Property); and

WHEREAS, when the Lease was approved in 2003, the Lessee planned to construct and operate the Project with Federal funds; however, those funds were never allotted, Federal funding ceased, and then the economy experienced an economic downturn; and

WHEREAS, the Property continues as vacant land and has been prone to illegal parking and dumping of trash; and

WHEREAS, in 2016, Federal funding became available and the Lessee applied for a Federal Head Start Program grant for the Project; and

WHEREAS, the Administration for Children and Families (ACF), a component of the United States Department of Health and Human Services, approved an award of Federal Head Start Program grant funds in the amount of \$700,000 (Grant) to construct, operate, and maintain a child care center on the Property; and

WHEREAS, the Grant is sufficient to construct, operate, and maintain a child care center on only the eastern portion of the Property, and Lessee desires to reduce the leasehold to only that eastern 0.32 acres of the Property and return to the City 0.24 acres; and

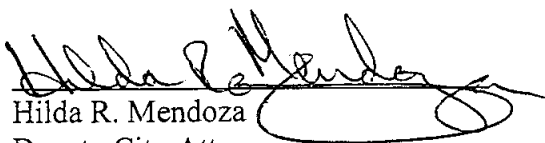
WHEREAS, a requirement of utilizing the Grant funds is a fifteen (15) year extension of the Lease and authorization of an Agreement for Grant Funds from the Federal Head Start Program which details the terms and conditions of the Grant; and

WHEREAS, with the construction of the child day care center on the Property and the relinquishment of the 0.24 acres back to the City, the Property will be maintained at a much higher and appropriate level and there will be a weekday presence of personnel to ensure maintenance of the Property and the immediate ability to address any issues; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and directed to execute, for and on behalf of City, the First Amendment to City of San Diego Nonprofit Lease with Neighborhood House Association, Inc., on file in the Office of the City Clerk as Document No. RR- 311744, to extend the term of the Lease by fifteen (15) years to a total term of thirty-five (35) years, to reduce the leasehold to 0.32 acres, and to execute an Agreement for Grant Funds from the Federal Head Start Program, under the terms and conditions set forth therein.

APPROVED: MARA W. ELLIOTT, City Attorney

By


Hilda R. Mendoza
Deputy City Attorney

HRM:nja
04/26/18
Or.Dept: READ
Doc. No.: 1739134

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 15 2018.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 5/21/18
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on MAY 15 2018, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	☒	☐	☐	☐
Lorie Zapf	☒	☐	☐	☐
Chris Ward	☒	☐	☐	☐
Myrtle Cole	☐	☐	☒	☐
Mark Kersey	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☐	☐	☒	☐
David Alvarez	☒	☐	☐	☐
Georgette Gomez	☒	☐	☐	☐

Date of final passage MAY 22 2018

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

(Seal)

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By *My Bready*, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311744

Passed by the Council of The City of San Diego on May 15, 2018, by the following vote:

YEAS: BRY, ZAPF, WARD, KERSEY, CATE, ALVAREZ, GÓMEZ.

NAYS: NONE.

NOT PRESENT: COLE, SHERMAN.

RECUSED: NONE.

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

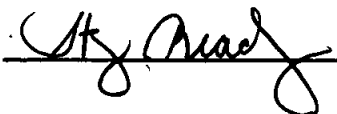
By: Stacy D. Ready, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-311744, approved on May 15, 2018. The date of final
passage is May 22, 2018.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: , Deputy