



**CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195**

REQUEST FOR PROPOSALS (RFP) (COVER SHEET)

Goods and Services: Lease for the Redevelopment, Operation and Maintenance of the City-owned Torrey Pines Gliderport, 2800 Torrey Pines Scenic Drive, San Diego, CA 92037

Solicitation Number: **RFP No . 2800-B**

Solicitation Issue Date: **February 22, 2017**

Proposal Due Date and Time (Closing Date): 4:00 p.m. Pacific Time on April 10, 2017

City Contact: Roswitha Sanchez, roswithas@san Diego.gov, phone (619) 236-6721

Recommended Site Inspection: March 15, 2017 at 10:00 a.m. at Torrey Pines Gliderport, 2800 Torrey Pines Scenic Drive, San Diego, CA 92037. Contact City Contact by August 1, 2016, if you are planning to attend.

Questions and Comments Due: No later than March 21, 2017 at 5:00 p.m. P.S.T

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

Proposer _____

Street Address _____

City _____

Telephone No _____

E-Mail _____

PROPOSER'S AUTHORIZED REPRESENTATIVE. Proposer is required to sign this document and return three (3) originals and five (5) copies of their proposal in sealed envelopes or cartons to the City Contact. Proposer shall also include an electronic copy of their proposal. Proposer agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to submit and sign this proposal.

Signature of Proposer's Authorized Representative

Print Name

Title

Signature

Date

The City of San Diego (City) is requesting proposals from qualified firms or individuals (hereinafter referred to as “Proposers”) to develop, operate, lease and use City-owned property commonly known as the Torrey Pines Gliderport located at 2800 Torrey Pines Scenic Drive within the Torrey Pines City Park (Property). The City is seeking proposals that will serve the needs of the local and regional community in the best interest of the public and in conformance with the Torrey Pines City Park General Development Plan (GDP), described below. The development, operation, maintenance, leasing and use of the Property shall be in accordance with the terms and conditions contained in this RFP, and, if awarded, pursuant to a lease and license agreement (Lease) to be negotiated with the City and subject to approval by the San Diego City Council.

Concurrent with this RFP, the City is also issuing a Request for Information (RFI) to discover opportunities for various business endeavors or fundraising opportunities, sponsorships or programs that will assist in preserving the Property including financing and development of the Property.

A. BACKGROUND

The Property consists of approximately 6.74 acres to be leased to the selected Proposer (Lease Area) and approximately 1.5 acres which the selected Proposer may use and shall maintain by means of a license (License Area), all located within Torrey Pines City Park (see attached **Exhibits A, B and I**). The Property is a San Diego designated historical resource and is on the National Register of Historic Places, the State Register of Historic Sites, and is a dedicated National Soaring Landmark. The Property is contiguous to the Torrey Pines State Preserve, Torrey Pines Municipal Golf Course, the University of California, San Diego and the Salk Institute. The existing facilities on the Property consist of a radio-controlled flight area, take/off landing area for hang glider and paraglider aircraft use, a flight operations center with concession facilities, portable restrooms and parking.

Development and operation of the Property is described in the GDP, which was approved by the City’s Park and Recreation Board on June 21, 2012 (see attached **Exhibit C**).

B. TYPE OF PROPOSALS SOUGHT

The City is seeking proposals to develop, operate and maintain the Property as a designated historical resource in accordance with the GDP. Each proposal should reflect the City's desire to have an operator who provides a high level of service to the public while operating, managing and maintaining the Property and related activities in a fiscally responsible manner that preserves and improves the Property as a cultural resource for the benefit of the community.

C. DEVELOPMENT/OPERATING PLAN

The City is seeking a Proposer to develop the Property and to lease, use, operate, and maintain the Property. Each Proposer should demonstrate the ability to support the City’s

desire to develop, lease and use the Property in accordance with the GDP for the benefit of the general public, users and visitors of the Property and the surrounding community.

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

1. A preliminary site and floor plan showing the general location of all of the existing and any proposed capital improvements and/or major equipment on the Property, including a development schedule, a description of any demolition proposed, and a projection of construction costs. Drawings do not need to be detailed construction drawings but should be drawings to a consistent scale in sufficient detail to clearly show the types, dimensions and locations of all proposed improvements and facilities. See attached **Exhibit D** for a list of required improvements within the Lease Area and within the License Area, such as a flight operations building and a minimum of thirty (30) parking spaces in designated areas.
2. A description of the projected impacts to the Gliderport operations during any and all proposed construction.
3. The necessary trade fixtures and equipment to be provided by the Proposer needed to provide the level of service to be required under the Lease. Title to those fixtures and equipment would remain vested in the selected Proposer unless negotiated otherwise.
4. A proposed term of the Lease and a statement justifying the proposed term of the Lease.
5. A proposed operating plan which shall include at a minimum the following: proposed uses; hours of operation; fees and charges, if any; proposed services; and/or benefit to the community.
6. Proposed rules and regulations (Rules and Regulations) which shall govern Flight Activities (as defined below in Section D.28.a.) and personal conduct so as to create a safe and enjoyable flight park on the Property and shall be subject to prior City approval.
7. A proposed financing plan.

All aspects of the Development/Operating Plan, including proposed uses, fees, improvements, and demolition, must be consistent with the GDP and are subject to approval by the City. Proposals shall consider all applicable laws and available industry guidelines as they apply to liability, public health standards, recreational operations, Americans with Disabilities Act (ADA) access, and the highest standards of maintenance of all facilities and equipment. Proposals must address any required off-site improvements, including but not limited to, curbs, gutters, sidewalks, utilities, landscaping, and ADA compliance for the Property.

D. PROPOSAL ELEMENTS AND ADDITIONAL LEASE TERMS

The City anticipates entering into a Lease with the selected Proposer to memorialize in detail the elements of the selected proposal. The following terms and conditions shall be incorporated into the Lease to be negotiated and executed between the selected Proposer and the City, subject to modification, deletion, and additional terms and conditions as determined by the City in the City's sole discretion:

1. Premises. The Property consists of the Lease Area, approximately 6.74 acres, and the License Area, approximately 1.5 acres, all located within the Torrey Pines City Park (see attached **Exhibits A, B and I**). The City will grant the selected Proposer a non-exclusive license ("License"), for the term of the Lease, to utilize the License Area for the benefit of the general public and for patrons of the Gliderport.
2. Uses. The use of the Property shall be limited to the operation and maintenance of a gliderport; use by non-powered aircraft and radio-controlled models (take-off and over-flight); sale of hang gliding, paragliding, and sailplane parts and accessories; sale of related merchandise; operation of a small food retail site (café); and incidental purposes as may be first approved in writing by the City.
3. Term. The proposed term of the Lease must be justified by the Proposer on the basis of capital investment in improvements, equipment, facilities and in promoting the Property and services thereon to the general public. Only terms of ten (10) years or more will be considered. Longer terms may be available depending on the proposal and/or capital improvements proposed.
4. Rent. The Proposer shall pay to the City annual rent (Rent) each Lease year in advance in the amount of Three Thousand Four Hundred and Twelve Dollars and Fifty Cents (\$3,412.50). The Proposer shall pay Rent within thirty (30) days after the effective date, and thereafter on each annual anniversary of the effective date. The Rent shall be adjusted upward every five (5) years, based on increases in the Consumer Price Index as provided below. In no event shall the adjusted Rent be less than the Rent in existence immediately prior to the adjustment dates.
 - a. CPI Adjustments. On each fifth (5th) anniversary of the effective date, the Rent shall be adjusted to reflect any net increase in the Consumer Price Index for "All Urban Consumers" for Los Angeles/Riverside/Orange County, California (CPI) based on the average of the then three most recently published monthly indices just prior to each adjustment. If the CPI is no longer published, the index for adjustment shall be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the CPI.
 - i. If the Rent adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used shall first be converted under a formula supplied by the U.S. Department of

Labor's Bureau of Labor Statistics or its successor.

- ii. If Department of Labor indices are no longer published, the City in its sole and absolute discretion may use another index deemed by the City to be reasonably comparable to the CPI, which shall then constitute the CPI under the Lease.
 - iii. The City's failure to deliver timely notice of any Rent adjustment shall not constitute a waiver by the City of its rights hereunder.
5. Records. The selected Proposer shall keep complete and accurate accounting records, which shall be subject to City review, from which the City can, at reasonable times, determine, among other things, the nature and amounts of income from the activities and operation of the Property. The records may be periodically audited by the City.
6. Right to Assign and Sublet. The selected Proposer may not assign the Lease or any interest therein and may not sublet any portion thereof without prior written approval from the City. The City's approval may be conditioned upon the proposed assignee agreeing to revisions to the Lease, to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved by City who is not at least comparable to the original selected Proposer in financial and professional capabilities to operate the Property, as determined by the City.
7. Equity Participation. The selected Proposer shall pay to City two percent (2%) of the gross amount paid for the leasehold in connection with any approved assignment of the Lease; two percent (2%) of any amount paid to the selected operator in consideration of a sublease of all or a majority portion of the leasehold; or two percent (2%) of the amount of any increased loan or encumbrance against the Lease over and above the amount of the encumbrance needed to finance the improvements. The amount upon which the two percent (2%) shall be based shall be total consideration resulting from the transaction including total cash payments and the market value of non-cash consideration, including but not limited to stocks.
8. Compliance with Laws. The selected Proposer shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations at its own cost, regarding all aspects of the Lease and activities at the Property.
9. Utilities. Currently there is no onsite water, sewer or electrical service at the Property. If feasible, water, sewer and solar-powered electrical service may be installed at the Property, at the selected Proposer's sole cost and expense. The selected Proposer may order and install utilities, subject to obtaining all applicable approvals and permits. If the selected Proposer has installed water, sewer or solar-powered electrical service, the selected Proposer shall order, obtain and pay for all utilities and service in connection with the Property.
10. Restriction on Plastic Food Containers. The selected Proposer shall not provide to its

customers any prepared, takeout, or supplied/resale food in polystyrene foam packaging, nor shall the selected Proposer obtain or keep any such customer food packaging at or on the Property. The selected Proposer's food packaging for all foods shall be recyclable plastic or recyclable paper, and the selected Proposer shall deliver to the City, upon request, evidence of such in the form of paid invoices for the purchase of recyclable plastic or recyclable paper containers in amounts sufficient to indicate compliance with this section. Post-consumer recycled plastic or recycled paper is preferred for all customer food packing related to the use and operation of the Property. No biodegradable or compostable packaging is to be used by the selected Proposer in lieu of recyclable plastic or recyclable paper unless with the prior written approval of the City's Environmental Services Department. "Prepared food" means all food or beverage prepared on the Property for immediate consumption at the Property or elsewhere in the Property. "Takeout food" means all food or beverage to be consumed off of the Property or elsewhere in the Property. "Supplied/Resale food" means foods or beverages which are supplied by a third party to the selected Proposer for either preparing food or beverages onsite or direct sell. "Food packaging" means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws and lids which are not intended for reuse, and on or in which any prepared food or takeout food is provided on or from the Property. The selected Proposer should also limit its distribution of plastic bags to its customers.

11. Hazardous Substances. The selected Proposer shall not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Property. The selected Proposer and the selected Proposer's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Property without City's prior written consent. The selected Proposer shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.
 - a. Release. A "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
 - b. Hazardous Substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

- c. Remediation. If the selected Proposer's occupancy, use, development, maintenance or restoration of the Property results in a release of a Hazardous Substance, the selected Proposer shall pay all costs of remediation and removal to the City's satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules and regulations of governmental authorities.
- d. Removal. If the selected Proposer or the selected Proposer's contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, the selected Proposer and/or the selected Proposer's contractors or agents shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Property immediately upon or prior to the expiration or earlier termination of the Lease. Upon City's request, the selected Proposer shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. The selected Proposer shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.
- e. Indemnity. The selected Proposer shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from the selected Proposer's occupancy, use, development, maintenance, or restoration of the Property, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary City response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, the selected Proposer's officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- f. Notice of Release. If the selected Proposer knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, the selected Proposer shall immediately notify City and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. The selected Proposer shall deliver a written report thereof to City within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If the selected Proposer knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, the selected Proposer shall take all actions necessary to alleviate the danger. The selected Proposer shall immediately notify City in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Property.

12. Encumbrance of Lease. The selected Proposer shall not encumber the Lease, its interest in the Lease, or any improvements on the Property by deed of trust, mortgage, chattel mortgage, or other security instrument without the City's prior written consent.
13. Nondiscrimination. The selected Proposer shall not discriminate in any manner against any person by reason of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, or physical disability in the selected Proposer's use of the Property. The selected Proposer shall comply with the City adopted program for equal employment opportunities. This program includes requiring the selected Proposer to submit a Workforce Report, and in some cases an Equal Opportunity Plan. The selected Proposer shall comply with the San Diego Municipal Code sections 22.4301- 22.4308, which requires lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners.
14. Insurance and Indemnity. The selected Proposer shall be required to carry the following insurance, naming the City as an additional insured:
 - a) Commercial General Liability (CGL). CGL written on an ISO from CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in the amount of not less than Five Million Dollars (\$5,000,000) per occurrence. The selected Proposer is required to carry a policy of fire, extended and special form insurance with replacement cost coverage on all permanent property of an insurable nature located upon the Property in an amount equal to the full replacement of all improvements. Liability limits are to be per site and not a cumulative limit.
 - b) Commercial Automobile Liability. For all of selected Proposer's automobiles including owned, hired and non-owned automobiles, selected Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 covering Code 1 (any auto) or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of Five Million Dollars (\$5,000,000) per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).
 - c) Workers' Compensation. For all of selected Proposer's employees who are subject to the Lease and to the extent required by the applicable state or federal law, the selected Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage per accident for bodily injury or disease, and the selected Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

- d) Professional Liability for Flight Instruction. Limits of no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.
- e) Builder's Risk Property Insurance. The Contractor shall provide, at its expense, and maintain until final acceptance of any and all construction 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.
- f) Professional Liability for Construction. Limits of no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.
- g) Contractors' Pollution Legal Liability - Limits of no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate. The limits and requirements for Pollution Liability shall be in an amount sufficient to cover potential losses from sudden and accidental pollution.

If the selected Proposer maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the selected Proposer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. The selected Proposer's contractors and subcontractors shall carry the same level of insurance as required of the selected Proposer in the Lease.

The selected Proposer shall also release, indemnify, defend, and hold the City harmless from liability in connection with any and all construction, operations and activities on the Property.

- 15. Taxes. The selected Proposer must pay all taxes and assessments, including possessory interest taxes levied by reason of its possession, development or use of the Property.
- 16. Default. The City will reserve the right to terminate the Lease in the event of selected Proposer's failure to pay any rent within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of legal notice thereof.
- 17. Permits and Licenses. The selected Proposer will be required to obtain all necessary permits and licenses for the construction, operations and activities at the Property, at the selected Proposer's sole cost and expense. By the selection of a proposal or execution of the Lease, neither the City nor the San Diego City Council is obligating itself or any governmental agent, board, commission or agency with regard to any other discretionary action relating to any occupancy, use, development, maintenance or restoration of the Property. "Discretionary action" includes without limitation re-

zonings, variances, environmental clearances and all other required governmental approvals.

18. Payment Card Industry Data Security Standards.

- a) Selected Proposer's Certification. The selected Proposer shall certify that it will implement and at all times comply with the most current Payment Card Industry Data Security Standards (PCI DSS) regarding data security. The selected Proposer will provide written annual confirmation of PCI DSS compliance from the credit card types used by the City (i.e. VISA, MasterCard, Discover, and American Express). The selected Proposer will immediately notify the City if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the PCI DSS standards and/or other material payment card industry standards. In addition, the selected Proposer shall provide payment card companies, acquiring financial institutions, and their respective designees required access to the selected Proposer's facilities and all pertinent records as deemed necessary by the City to verify the selected Proposer's compliance with the PCI DSS requirements.
- b) Data Security. The selected Proposer shall acknowledge responsibility for the security of cardholder data as defined within PCI DSS standards. The selected Proposer shall undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt network devices. Upon request, the selected Proposer will provide the City's Chief Information Security Officer with copies of the quarterly scans for verification. The selected Proposer will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed during the performance of the Lease.
- c) Use of Data. The selected Proposer shall acknowledge and agree that it may only use cardholder data for completing the work as described in the Lease consistent with PCIDSS standards or applicable law. The selected Proposer shall maintain and protect in accordance with all applicable laws and PCI DSS standards the security of all cardholder data when performing the services.
- d) Indemnity. The selected Proposer shall indemnify and hold harmless the City, its officers, and employees from and against any claims, loss, damages, or other harm related to a data security breach or the selected Proposer's failure to maintain PCI DSS compliance standards.
- e) Notification Requirements. The selected Proposer shall immediately notify the City's Chief Information Security Officer of any breach, intrusion, or unauthorized card access to allow the proper PCI DSS breach notification process to commence. The selected Proposer shall agree to assume responsibility for informing all affected

individuals in accordance with applicable law. All notifications and required compliance documents regarding PCI DSS shall be sent to:

Chief Information Security Officer
1010 2nd Avenue, Suite 500
San Diego, CA 92101
Cybersecurity@sandiego.gov
(619) 533-4840

19. Non-responsibility. The City hereby disclaims any responsibility, liability, or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a Proposer or executing the Lease with the selected Proposer.
20. Construction Requirements. The selected Proposer will construct all improvements in accordance with all federal, state and local laws, rules and regulations, including, but not limited to, the California Environmental Quality Act and ADA.
21. Prevailing Wages. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under the Lease is subject to State prevailing wage laws. For construction work performed under the Lease cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under the Lease cumulatively exceeding \$15,000, the selected Proposer and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - a) Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the selected Proposer and its contractors and subcontractors shall ensure that all workers who perform work under the 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.
 - (i) Copies of such prevailing rate of per diem wages are on file at the City 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>. The selected Proposer and its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - (ii) The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of the 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 the 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 the Lease, each successive predetermined wage rate shall apply to the 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 the Lease, such wage rate shall apply to the balance of the Lease.

- b) Penalties for Violations. The selected Proposer and 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.
- c) Payroll Records. The selected Proposer and 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. The selected Proposer shall require its contractors and subcontractors to also comply with section 1776. The selected Proposer and its contractors and subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. The selected Proposer is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. The selected Proposer, its contractors and subcontractor 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.
- d) Apprentices. The selected Proposer and 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. The selected Proposer shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
- e) Working Hours. The selected Proposer and 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.

- f) Required Provisions for Subcontracts. The selected Proposer shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- g) Labor Code Section 1861 Certification. The selected Proposer in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing the Lease, the selected Proposer will certify 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."
- h) Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will instruct the selected Proposer to withhold contract payments to the selected Proposer's contractor 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.
- i) Contractor and Subcontractor Registration Requirements. Certain work performed pursuant to the Lease 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 engage in the performance of 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 Labor Code 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 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
- (i) A selected Proposer's inadvertent error in listing a contractor or subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to this RFP shall not be grounds for filing a protest or grounds for considering the proposal non-responsive provided that any of the following apply: (1) the contractor or subcontractor is registered prior to the Proposal Due Date; (2) within twenty-four hours after the Proposal Due Date, the contractor or subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the contractor or subcontractor is replaced by another registered contractor pursuant to Public

Contract Code section 4107.

- (ii) A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, selected Proposer, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
- (iii) By submitting a proposal to the City, the selected Proposer is certifying that he or she has verified that all contractor and subcontractors used on any public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and selected Proposer shall provide proof of contractor and subcontractor registration to the City upon request.

22. Performance and Payment Bond. The selected Proposer shall provide to City, prior to commencement of any construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated design and construction costs of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to City. The bond shall insure that the construction to be commenced by the selected Proposer shall be completed in accordance with the plans approved by City or, at the option of City that the uncompleted construction shall be removed and the Property restored to a condition satisfactory to City. The bond or cash shall be held in trust by City for the purpose specified above, or at City's option may be placed in an escrow approved by City. This requirement is not intended to be duplicative of a construction bond otherwise required of the selected Proposer.

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

23. Improvements and Alterations. All improvements, demolition, or alterations to the Property shall be in accordance with plans and specifications approved in writing by the City in advance and shall be made at the sole cost and expense of the selected Proposer.

24. Maintenance. All maintenance and repairs of the Property shall be the responsibility of the selected Proposer throughout the entire term of the Lease without expense to the City. Maintenance and repairs shall include, but not be limited to, the roof, heating and air conditioning, plumbing, and electrical. The selected Proposer shall maintain the Property and all improvements, fixtures, and installations thereon in a clean, safe and well-maintained condition throughout the term of the Lease, to the satisfaction of the City and in compliance with all applicable laws.
25. Ownership of Improvements. All improvements, except trade fixtures and equipment installed by the selected Proposer, shall become the property of the City, at the City's option, upon termination of the Lease. If the City elects, all improvements shall be removed from the Property at the termination or expiration of the Lease, at the selected Proposer's sole cost and expense. If the City elects to retain the improvements, the selected Proposer must remove all trade fixtures and personal property upon termination without cost to the City or damage to the Property.
26. Hours of Operation. A regular schedule of days and hours of operation shall be established by the selected Proposer to best serve the public. The schedule shall be subject to prior approval by the City.
27. Rate of Charges. All prices of merchandise, equipment, and services shall be comparable with the prices of like merchandise, equipment, and services offered in the San Diego County area. If no other similar venues are found within San Diego County, comparables from similar venues of other geographic regions can be used to determine pricing. All prices charged must be approved in writing by the City; provided, however, that selected Proposer shall not be required to sell any merchandise or offer any services at a loss.
28. Special Provisions.
 - a. Flight Rules and Regulations. The selected Proposer shall serve as, or otherwise designate and provide for, an on-scene flight director (Flight Director) for all times Flight Activities take place at the Property. "Flight Activities" shall mean all human or mechanized flight, soaring, gliding, and remote-flying activities at, on, over, or from the Property. The selected Proposer shall preserve the flight operations for access by motorless Flight Activities. In compliance with all applicable laws, including San Diego Municipal Code section 63.0201, and the terms and conditions of the Lease, the selected Proposer, or the Flight Director, or the representatives of such, shall exercise general control and direction over all Flight Activities, and shall institute, enforce and administer all Rules and Regulations. The Rules and Regulations shall include provisions regarding emergency operations in recalling gliders via radio, reporting of accidents, interactions with emergency personnel, and accidental beach landings. The Rules and Regulations shall be posted in plain view on the Property at all times. All pilots must observe all posted rules at all times or be

subject to a misdemeanor in accordance with San Diego Municipal Code section 63.0201.

- b. Equipment. The selected Proposer shall furnish all equipment necessary for the operation of the Property in conformity with the Lease and the GDP, and agrees to properly maintain and repair such equipment.
- c. Supervision. The selected Proposer shall have qualified on-site personnel to conduct and operate activities on the Property at all times when the Property is open to the public. The selected Proposer and its employees shall at all times conduct themselves in a creditable, professional and polite manner in the operations at the Property.
- d. Maintenance of Adjacent Area. The selected Proposer shall keep the areas adjacent to the concession operations on the Property clean and clear of refuse, weeds and obstructions. Prior to completion and operation of the restroom building set forth in the GDP (see **Exhibit D**) by the selected Proposer, the selected Proposer shall provide portable toilet facilities, including an ADA compliant toilet facility for its customers, employees and the general public. The selected Proposer shall provide adequate trash and recycling receptacles, and shall dispose of all garbage, trash and rubbish.
- e. Waiver and Indemnification Form. All participants in Flight Activities shall be required to execute a waiver and indemnification agreement as a condition of being permitted to use the Property. The selected Proposer shall use and obtain waiver and indemnification agreements for all such use of the Property, and said agreements shall be in form and content approved by the City. Also, all participants must sign a statement certifying that they have read and understand the Rules and Regulations.

E. RESPONSIBILITIES OF PROPOSERS

- 1. Proposers are responsible for carefully examining this RFP and all documents incorporated into this RFP by reference before submitting a proposal. If selected for award of a lease and license, the selected Proposer shall be bound by same unless the City has accepted Proposer's exceptions, if any, in writing.
- 2. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing and operating the Property. Submission of a Proposal will be considered evidence that Proposers have familiarized themselves with the nature and extent of the requirements and has made such investigations and examinations.
- 3. The selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.
- 4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer upon written notice to the Contact Person.

F. PROPOSAL CONTENTS

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

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

1. Cover Sheet. Proposer shall submit with its proposal the signed Request for Proposal (RFP) Cover Sheet.
2. Summary of Experience. A resume or summary of the Proposer's experience, which should be a minimum of three (3) years in the past five (5) years, and qualifications to operate gliderport-type facilities and the operations presented in the proposal. The names and contact information from a minimum of three (3) references who have had experience in gliderport-type operations during the past five (5) years. If the Proposer is not going to be involved in the day-to-day operations of the Property, then the Proposer must include qualifications and verification that all persons to be employed in management capacity at the Property are sufficiently qualified to satisfy the requirements of this RFP.
3. Financial Statements. Proposer must submit either: (a) financial statements for the preceding three years that were audited or prepared by a certified public accountant; or (b) tax returns for the preceding three years. Each Proposer shall submit a full and detailed statement of their true financial condition as of **December 31, 2015**, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the Property, and its source and terms of repayment, must be included in the financial statement.
4. The Development/Operating Plan. Proposer shall submit the Development/Operating Plan, as set forth in Section C, above.
5. Proposed Term. Proposed term of the Lease and the justification therefor in terms of the amount of capital investment.

6. Work Force Report. Proposer shall submit a completed Work Force Report. Copy of the Work Force Report is attached as **Exhibit E**.
7. Lessee Questionnaire. Proposer shall submit a completed Lessee Questionnaire. Copy of Lessee Questionnaire is attached as **Exhibit F**.
8. Credit Information Request. Proposer shall submit a completed Credit Information Request, attached as **Exhibit G**.
9. Certification. By submission of a proposal, the Proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local departments or agencies. Proposer shall submit with its proposal a completed Contractor Standards Pledge of Compliance. Copy of the Pledge of Compliance is attached as **Exhibit H** (Contractor Standards Pledge of Compliance).

G. NONCONFORMING PROPOSALS

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

H. PRE-PROPOSAL INSPECTION

To give Proposers an opportunity to view the Property, a pre-proposal inspection of the Property has been scheduled as set forth in the Request for Proposals (RFP) Cover Sheet. It is strongly suggested that all Proposers attend this inspection. Attendance is not mandatory. It is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements prior to submitting a proposal.

I. PROPOSAL SUBMISSION

1. Due Date

Proposals must be received at the address listed below no later than 4:00 p.m.as set forth in the Request for Proposals (RFP) Cover Sheet.

Proposals received after that time will not be considered.

2. Place of Delivery

All proposals should be delivered to:

City of San Diego
Real Estate Assets Department

1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: Roswitha Sanchez

3. Faithful Performance Deposits

All proposals **MUST** include a cashier's check or certified check in the amount of Five Thousand Dollars (\$5,000) payable to **City Treasurer** as a faithful performance deposit to assure that if the proposal is selected by the City, that the Proposer will enter in good faith into a lease and license agreement containing substantially the same terms and conditions as set out in this RFP and in the selected proposal. No personal checks will be accepted and no interest will be paid on deposits.

4. Number of Copies

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

5. Questions and Comments

Written questions and comments must be electronically mailed (e-mailed) to the City Contact no later than the date specified on the Request for Proposals (RFP) Cover Sheet. Only written communications relative to the RFP shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon proposers to verify that the City has received their questions and/or comments. All responses to questions will be posted on the City's website at (<https://www.sandiego.gov/real-estate-assets/>) as an Addendum. The City will distribute questions and answers, without identification of the inquirer(s), to all proposers who are on record as having received this RFP. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

J. PROPOSAL EVALUATION AND SELECTION

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

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

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

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff, and if necessary other persons selected by the City.

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

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

If one or more proposals score within ten (10) points of the highest scoring proposal, the process will proceed to Step Two. Only the Proposer with the highest scoring proposal and those Proposers scoring within ten (10) points or less of the highest scoring proposal (collectively the "finalists") will be asked to participate in Step Two. In Step Two, the finalists will be required to provide an oral presentation and/or participate in an interview of key personnel by appearing before the evaluation committee or by conference telephone call. The purpose of the oral presentation/interview is to provide the committee with an opportunity to further evaluate the finalists' proposals, which may include requesting clarification to the finalists' proposals and developing rapport. The finalists are required to make the oral presentation/interview within seven (7) workdays after request by the City. The committee may also inspect the finalists' facilities and perform other due diligence as it may determine. The committee may then, at the committee's sole discretion, add up to eleven (11) additional points to the score of any finalist.

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

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

1. **Responsiveness to RFP (Maximum 20 points):**

The extent to which a proposal clearly addresses the elements of this RFP, including the following: the quality, attractiveness, and professionalism of the proposal; responsiveness to the requirements described in the RFP; quality, extent and diversity of Flight Activities and other related programming; quality, extent, and diversity of educational and commercial activities and programming; the qualifications of the Flight Director and his/her understanding of public safety with respect to Flight Activities; extensive knowledge of the general standards for hang gliding operations; and understanding the needs, goals and objectives of the City and the GDP while providing highest and best use of the Property.

2. **Development/Operating Plan (Maximum 25 points):**

The City will give consideration to the proposed Development/Operating Plan. The Development/Operating Plan will be reviewed based on the extent to which a proposal clearly addresses the elements of this RFP, including: conformity with development and improvement elements of the GDP; extent to which a proposal will provide for off-Property improvements identified in the GDP; degree of permanent facilities proposed to be developed on the Property; proposed Rules and Regulations that govern flight activities and personal conducts, and a plan on how to enforce and administer the Rules and Regulations.

3. **Professional Experience and Qualifications (Maximum 20 points):**

The extent to which a proposal demonstrates, among other things, the following: the Proposer's experience and qualifications in successfully managing an operation of the type contemplated in this RFP; experience with Flight Activities; experience with development and financing of concessions and Flight Activities facilities; knowledge of the general standards for hang gliding operations; understanding of public safety with respect to the Flight Activities; and ability to implement the components of the proposal. The Proposer should include verification that his/her employees are well qualified to conduct the business. The Proposer should have at a minimum three (3) years' experience in the past five (5) years conducting similar operations.

4. **Financial Capability (Maximum 25 points):**

The extent to which a Proposer demonstrates, among other things, the following: the necessary financial capability and strength to successfully develop and operate the Property in accordance with the proposal and the Lease, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Property; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Property.

5. **Community/Public Service (Maximum 10 points):**

The Proposal will be evaluated based on the Proposer's overall ability to best serve the needs of the public by providing the most benefits which are accessible to all community members and the general public as articulated in the GDP.

Maximum Total Points: 100

6. **Oral Presentation/Interview (Maximum 11 points)**

K. ANNOUNCEMENT OF INTENT TO AWARD

1. Intent to Award Lease. The City will inform all proposers of its intent to award a Lease, subject to negotiation and approval by City Council, in writing.
2. Obtaining Proposal Results. No proposal results can be obtained until the City announces the proposal best meeting the City's requirements. Proposal results may be obtained by: (1) e- mailing a request to the City Contact identified on the Request for Proposals (RFP) Cover Sheet or (2) visiting the READ e-procurement system to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number set forth in the Request for Proposals (RFP) Cover Sheet. Proposal results will not be released over the phone.

L. SUBMITTALS REQUIRED OF SUCCESSFUL PROPOSER

- a. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt. The successful proposer shall submit a copy of their business tax certificate within ten (10) business days from the date on the City's notice of intent to award a Lease.

M. ADDITIONAL INFORMATION FROM PROPOSERS

The City reserves the right to request information from Proposers to clarify information pursuant to this RFP.

N. INCURRED COSTS

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

O. CONTACT WITH CITY STAFF

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

P. ADDENDA

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

Q. PUBLIC RECORDS

All proposals, and all contents thereof, received shall be considered confidential until the City's Real Estate Assets Department recommends a proposal to the City Council. By signing this RFP and submitting a proposal, the Proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the Proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the Proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the Proposer must provide a specific and detailed legal basis, including applicable case law, which clearly establishes the requested information is exempt from the disclosure under the CPRA. If the Proposer does not provide a specific and detailed legal basis for requesting the City to withhold Proposer's confidential or proprietary information at the time of proposal submittal, the City will release the information as required by the CPRA and Proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the Proposer's obligation to defend, at Proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the Proposer's request. Furthermore, the Proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought

against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at Proposer's request. Nothing in the Lease resulting from the proposal creates any obligation on the part of the City to notify the Proposer or obtain the Proposer's approval or consent before releasing information subject to disclosure under the CPRA.

R. CITY'S RIGHT TO REJECT ALL PROPOSALS

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

S. QUALIFICATION OF PROPOSAL

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

T. NON-DISCRIMINATION NOTICE

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

U. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

- a. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT

OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. Proposer and all of its subcontractors are individually responsible to abide by its contents.

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

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

Proposer shall submit a current Work Force Report or a current EEO Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. Copy of Work Force Report is attached as **Exhibit E**.

- b. Equal Benefits. Proposer shall comply with San Diego Municipal Code sections 22.4301- 22.4308, which require lessees of CITY-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.
- c. Local Business and Employment. Proposer acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

V. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

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

W. PROTESTS

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

X. ASBESTOS DISCLOSURE

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

Y. REAL ESTATE BROKER'S COMMISSION

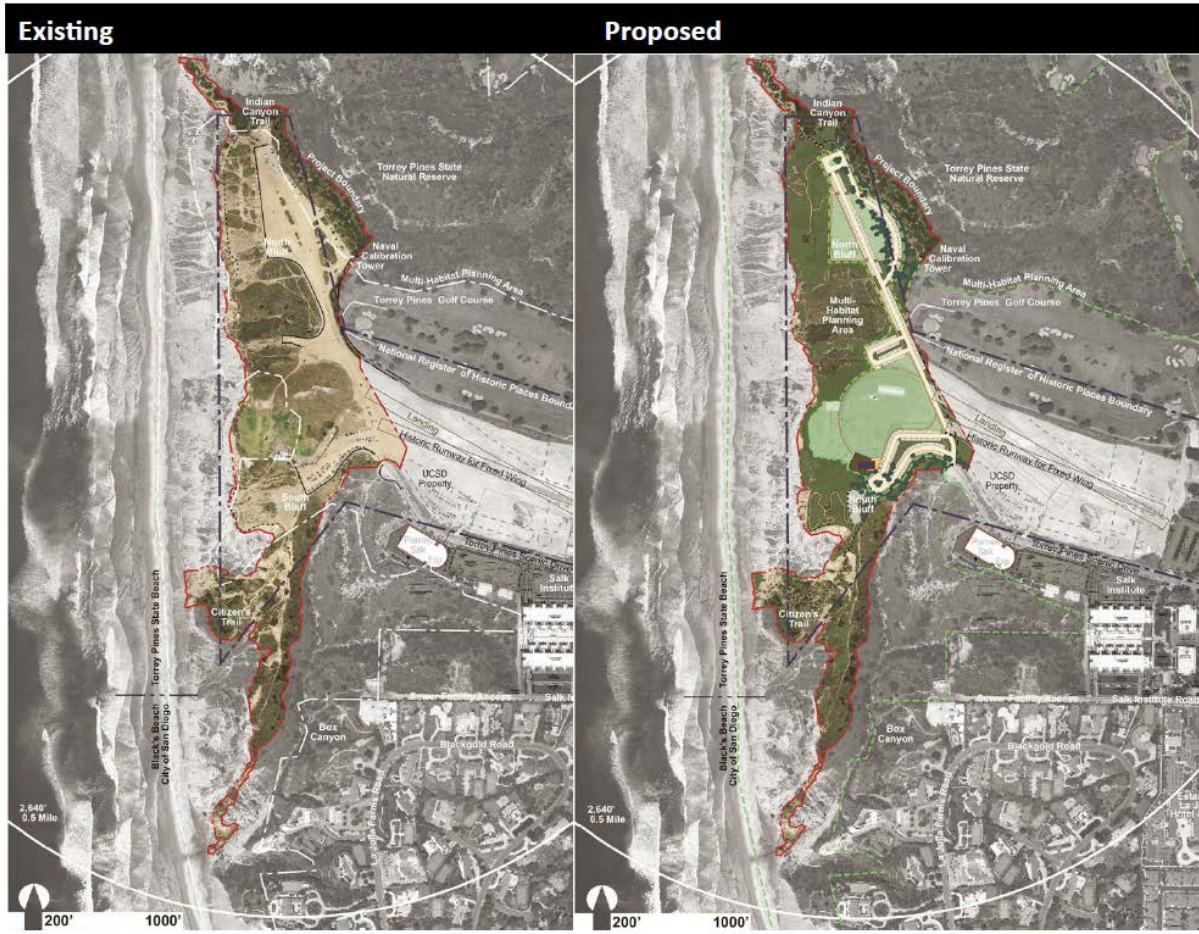
The City will not pay a brokerage commission in this RFP.

Z. SCHEDULE OF EXHIBITS

Exhibit A: Aerial View of the Property
Exhibit B: Photos of the Property
Exhibit C: General Development Plan
Exhibit D: Required Improvements
Exhibit E: Work Force Report
Exhibit F: Lessee Questionnaire
Exhibit G: Credit Information Request
Exhibit H: Contractor Standards Pledge of Compliance
Exhibit I: Grading Plan

The foregoing forms listed as Exhibits E, F, G and H are required to be completed and submitted with the proposal. Failure to submit any of the forms listed as Exhibits E, F, G or H will result in the City deeming the proposal incomplete and non-responsive.

EXHIBIT "A"
AERIAL VIEW OF THE PROPERTY



Torrey Pines City Park General Development Plan

EXHIBIT “B”
PHOTOS OF THE PROPERTY



EXHIBIT “C”
GENERAL DEVELOPMENT PLAN

TORREY PINES CITY PARK

GENERAL DEVELOPMENT PLAN

APPROVED – Park and Recreation Board - June 21, 2012,
Torrey Pines City Park Advisory Board February 18, 2010

City of San Diego
Park Planning
Urban Form Division
City Planning & Community Investment



HELIX Environmental
RBF Consulting
MJE Marketing Services, Inc.
Ninyo & Moore
Accessible San Diego
PCG Utility Consultants
Hunter Pacific Group
ASM Affiliates, Inc.
San Diego Natural History Museum, Paleontology
Vonn Marie May, Cultural Land Planning & Research

Acknowledgements

Torrey Pines City Park Advisory Board

- Ginny Barnes, Chair, Mayor's Appointment
- David Metzgar, Paragliding/San Diego Hang Gliding & Paragliding Association
- Ken Baier, Hang Gliding/Torrey Hawks Hang Gliding Club
- Edward Slater, Associated Glider Clubs of Southern California
- Michael Stepner, Park & Recreation Board Member
- Mary Coakley, Park & Recreation Board's Community Parks 1 Area Member
- Chris Schmidt, Sierra Club – San Diego Chapter
- Brian Thompson, Torrey Pines Association
- Ronald Brown, Torrey Pines Gulls-Radio-Controlled Soaring Society & Torrey Pines Scale Soaring Society
- Douglas Williamson, University Community Planning Group
- Ken King, Council District 1 Representative
- Michelle Abella-Shon, Board Staff Liaison

Stakeholders

- Associated Glider Clubs of Southern California
- California Coastal Commission
- Current Lessee– California Air Adventures
- Torrey Pines Gulls—Radio-Controlled Soaring Society
- Torrey Pines State Park
- La Jolla Historical Society
- Save Our Heritage Organization (SOHO)
- Kumeyaay Cultural Repatriation Committee
- The San Diego County Archaeological Society
- University Community Planning Group
- La Jolla Community Planning Group
- Hang Gliding/Torrey Hawks Hang Gliding club
- Paragliding/San Diego Hang Gliding and Paragliding Association
- Salk Institute
- San Diego Park and Recreation Board
- City of San Diego Historical Resources Board
- Sierra Club
- Surfrider Foundation, San Diego Chapter
- Torrey Pines Association
- University of California, San Diego

City of San Diego Offices:

Mayor Jerry Sanders

Councilmember Sherri Lightner, District 1

- Mayor's Office of Ethics and Integrity, Disability Services
- Golf Operations, Torrey Pines
- Fire-Rescue Department
- Engineering & Capital Projects Dept. Project Implementation & Technical Services Division
- Park and Recreation

City of San Diego Staff:

City Planning & Community Investment

- William Anderson, Director
- Bennur Koksuz, Deputy Director Urban Form Division
- Deborah Sharpe, Project Officer II Urban Form Division
- Michelle Abella-Shon, Project Manager Urban Form Division
- Jeff Harkness, RLA No. 2308 Park Designer - Park Planning Section/Liaison

Torrey Pines City Park is a unique and remarkable place. Despite its rich history and resources, the park is today disturbed and eroded, with unchecked vehicular access, as well as continuing and costly resource degradation.

- Archeological investigations have established that the Kumeyaay people utilized these bluffs and the ocean's bounty for thousands of years.
- In 1899, the City of San Diego dedicated a park of coastal bluffs and rare pine trees for the public use and enjoyment.
- In 1930 brave aeronautic pioneers found the persistent wind blowing up these cliffs was perfect for soaring. Currently, the park's flight community's active aeronautic research, development and recreation are recognized world-wide.
- During WWII the site supported Camp Callan the artillery-training base practices took its toll on the park's natural resources.
- In the 1960s the City deeded adjacent properties to scientific and educational institutions, and recreational and tourism destinations.
- Together with the motorless flight and environmental communities, these facilities now represent a large, diverse constituency of stakeholders.

As a public treasure, Torrey Pines City Park, needs to be carefully rehabilitated. This General Development Plan (GDP) is designed to enhance the quality and diverse character of the park through programmed park uses and the composition of forms and natural materials. Its intentional forms trace paths drawn on the land over many years of activity. Introduced elements will support historic uses, serve the public and protect the park.

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Mission Statement by the Torrey Pines City Park Advisory Board

To protect and preserve this world renowned soaring site and the park's unique natural, historical, cultural and recreational resources.

Consistent with this mission statement the Torrey Pines City Park General Development Plan accomplishes the following as a sustainable and versatile park site which meets the needs of all stakeholders:

- Preserves and interprets the park's 57 acres of cultural resources associated with the Kumeyaay, Camp Callan and the history of wind-powered flight
- Improves retention of stormwater runoff for slope protection
- Improves emergency landing runway for fixed-wing glider's historic use of the park
- Improves the take off/landing area for hang glider and paraglider aircraft use
- Improves the landing area and "Pit" for radio controlled aircraft use
- Improves the flight operations center
- Improves the 2 beach access trails
- Adds 19.6 acres to the Multi-Habitat Planning Area (MHPA) new native vegetation planting to restore the eroded bluffs
- Improves 2 miles of trails
- Provides picnic areas and viewing opportunities
- Improves the park entrance and perimeter security
- Improves restroom facilities with 2 new comfort stations
- Improves the public parking for 565 vehicles
- Improves access for emergency vehicles



Torrey Pines City Park is a resource-based park located on the north coast of the City of San Diego.

This General Development Plan covers 57 acres within the larger 434+ acre city-owned parcels, including Torrey Pines Municipal Golf Course and generally consists of the top of the coastal bluffs and the two existing routes to the beach below.

The park is contiguous with Torrey Pines State Preserve, Torrey Pines Municipal Golf Course, University of California San Diego, and the Salk Institute.

Earlier master plans studied the site and recommended improvements but were not processed for approval. It is a regional resource within the University Community Plan Area and the North City Local Coastal Program. Implementation of this GDP will require development permits from the City of San Diego and the California Coastal Commission.



Project boundary 57 Acres

“Indian Canyon Trail” to the State Beach

Parking for 565 vehicles (whole site) on unpaved buff top

Vehicular barriers

Pedestrian barriers

Multi-Habitat Planning Area boundary – adjustment required

Gliderport lease limit (existing)

Flight area no permanent obstacles taller than 12'

National Historic Register Gliderport boundary

Radio-controlled flight area

Take-off and landing area

Flight operations center

Historic Runway on UCSD property

“Citizen’s Trail” to the State Beach

City Beach

There is no water, sewer or electrical service to the site.

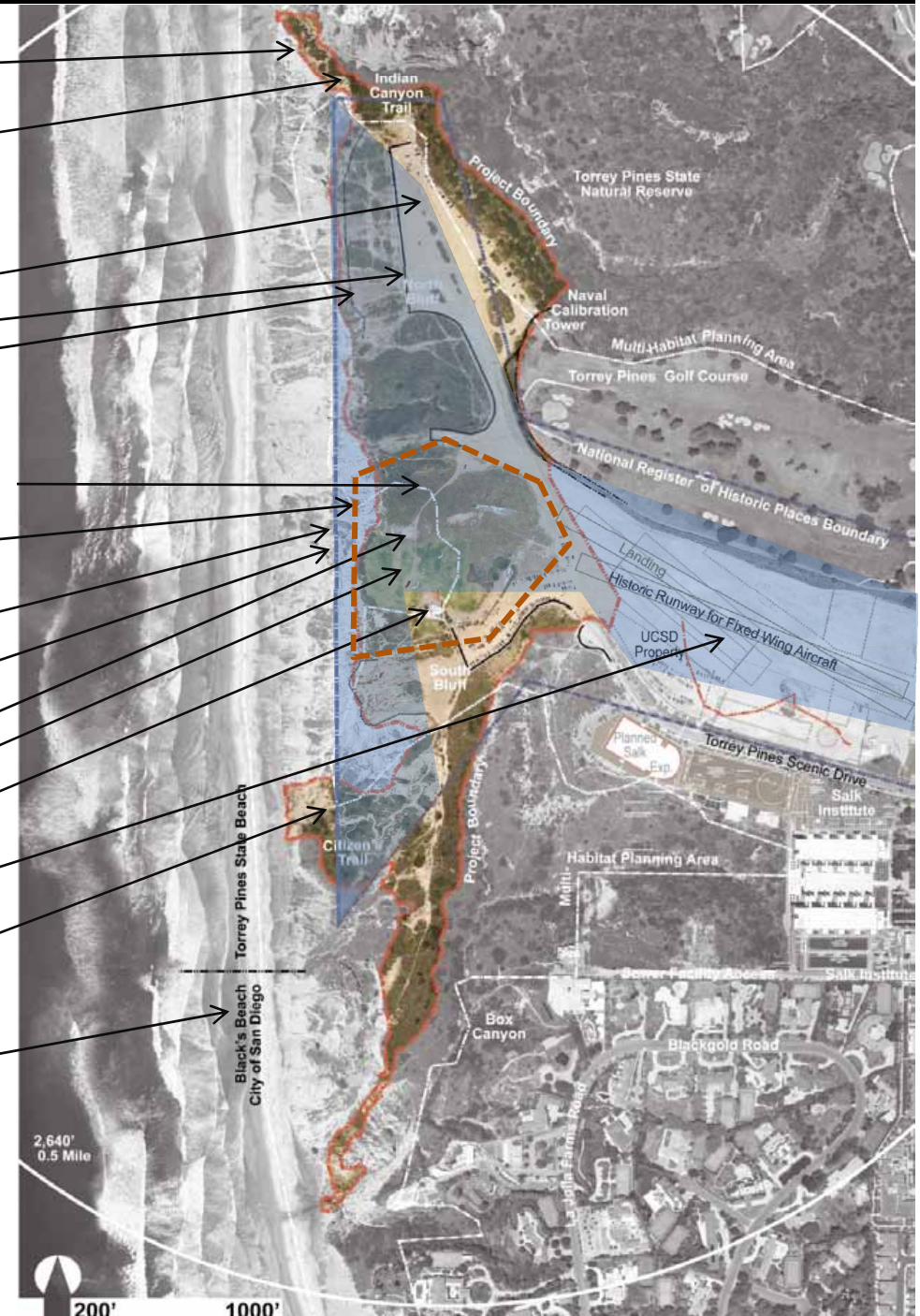
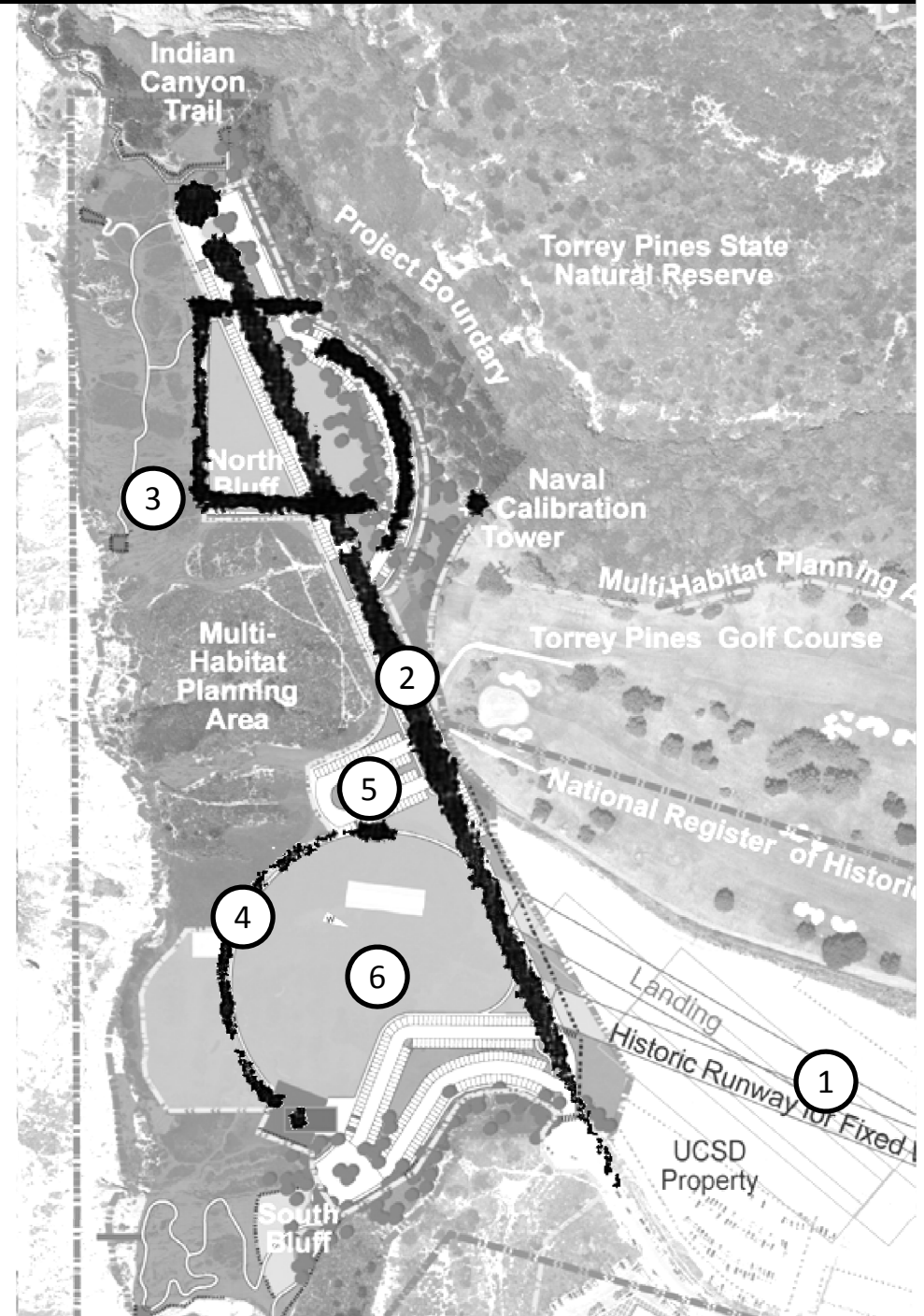


Diagram of the composition of park elements

- ① The historic runway is set into the prevailing winds for fixed wing flight in the early spring.
- ② The emergency runway makes use of the landform and provides park and beach parking on non-flight days.
- ③ The North Bluff is squared to the cardinal navigation points. It is designed to accommodate a variety of permitted events.
- ④ A pedestrian path encircles the mound connecting the radio controlled area to the flight center.
- ⑤ Parking and vehicular circulation is disciplined to enhance park use and increase native habitat restoration.
- ⑥ Cultural resources are preserved throughout the park.



PROJECT SCHEDULE

	June, 2009	July	August	September	October	November	December	January, 2010	February	March	April	May	June	July	August	September	October	November
1 Project Inventory Analysis and Outreach																		
1.1 Initiation Meeting, preparation and follow through	■																	
1.2 PAB Meeting # 1—Introduction	▼	■																
1.3 Document Collection and Review																		
1.4 Resource-Data Map Assembly																		
1.5 Stakeholder Interviews, preparation and follow through																		
1.6 Site Analysis																		
1.7 City Staff Meeting, preparation and follow through																		
1.8 PAB Meeting # 2—Review of Base Information		▼																
2 Site & Facilities Evaluation																		
2.1 Evaluation Criteria																		
2.2 Park Program																		
2.3 Opportunities and Constraints																		
2.4 PAB Meeting # 3—Review of Evaluation			▼															
2.5 City Staff Meeting, preparation and follow through			■															
3 Preliminary General Development Plan Recommendations																		
3.1 Draft Park Development Options																		
3.2 Assessment of Park Development Options																		
3.3 PAB Meeting #4 – Draft Park Development Options					▼													
3.4 City Staff Meeting, preparation and follow through				■														
3.5 Preparation of Preliminary GDP																		
3.6 PAB Meeting #5 – Assessment of Park Development Options					▼													
3.7 City Staff Meeting, preparation and follow through					■													
4 General Development Plan																		
4.1 Prepare a Draft General Development Plan								■										
4.2 City Staff Meeting, preparation and follow through									▼									
4.3 PAB Meeting #6 – Draft GDP																		
5 Environmental Review																		
5.1 Scoping Discussion with Development Services Department										■								
5.2 Technical Studies, assembly and refinement to GDP																		
5.3 Draft Initial Study & Mitigated Negative Declaration																		
Public Review Period																		
5.4 Responses to Comments																		
5.5 Mitigation Monitoring and Reporting Program																		
5.6 CEQA Processing Support																		
5.7 Site Development/Coastal Development Permit Applications																		
6 Approval Process																		
6.1 City Staff Meeting, preparation and follow through																		
6.2 Area Committee Meeting, preparation and follow through																		
6.3 Design Review Committee Meeting, prep. & follow-up																		
6.4 Park & Recreation Board Meeting, prep. & follow-up																		
6.5 City Council Presentation Meeting																		

Meeting with City project management
 Torrey Pines City Park Advisory Board Meeting
 City Council Natural Resources & Culture Committee
 Other Committees or City Council presentations

- June 18, July 16, August 20, October 15, November 19, February 18
- ▼ June 24, October 28, December 9,
-

Torrey Pines City Park is important to the City of San Diego and the region for its history, unique recreational opportunities, and natural and cultural resources. The intent of this planning and design effort is to develop a sustainable park that meets the needs of all existing and future park users.

The park program and goals were assembled through a public process consisting of public meetings and stakeholder questionnaires and interviews, consistent with the Mission Statement. The meetings were facilitated by the Torrey Pines City Park Advisory Board. The Advisory Board was created to consider and provide input through the GDP process. It included representatives from many user groups. A schedule of evening meetings was advertised and open to the public for a period of over nine months.

Goals:

Flight—provide access to wind powered soaring

Beach Access – provide a physical link from the bluff to the ocean

Conservation – preserve and enhance the natural & cultural resources

Education – provide interpretation of resources – natural & cultural

Passive Recreation – provide for the enjoyment of natural open space

Support Facilities – components to be shared by all users

To protect and preserve this world renowned soaring site and the park's unique natural, historical, cultural and recreational resources.

Mission Statement by the Torrey Pines City Park Advisory Board



Illustrative summary of public desires for the park

The following park program lists elements recommended for implementation. The park GDP illustrates the location of the elements. Many of the elements are interrelated, overlapping in their function and value.

Park Program	Existing	Proposed	Notes
Flight <i>Goal: to provide access to wind-powered soaring</i>			
Take-off/landing set-up area, hang glider tie downs, radio-control flight pit and landing area	2 acres	2 acres	Airfield planted with native grasses, no permanent irrigation. Radio control flight pit (work area and launch) is sheltered by a low berm, landing area is 50' x 200' smooth, soft surface
Flight operations center; flight retail, meeting/classroom, food service (café) (500-1,000 square feet), flight storage (1,200 SF)	3,200 SF	3,000 SF - 6,000 SF	Located to minimize flight/wind disturbance, access to all, meet codes, shelter, inspire and educate
Exterior storage	1,070 SF		Integrated into flight operations center
Flight observation area	8,250 SF	7,600 SF	Defined for outdoor public walking and seating
Dedicated pilot parking	30 vehicles	30	30 spaces daily, with up to 50 for special events
Emergency landing strip for fixed-wing aircraft			75' width clear of obstacles
Web camera			Integrated into flight operations center
Weather station			Integrated into flight operations center
Beach Access <i>Goal: to provide a physical link from the bluff to the beach & ocean</i>			
Indian Canyon Trail	1,000 LF	1,000 LF	Minimal wood steps and rail as needed, retreat with erosion
Citizen's Trail	1,500 LF	1,500 LF	Minimal wood steps and rail as needed, retreat with erosion
Conservation <i>Goal: to preserve and enhance the natural and cultural resources</i>			
Erosion control with stormwater detention-reuse			Accommodate 100 year/24 hour storm event
Preserve archaeological resources			Integrated use of imported gap-graded structural soil for stormwater detention - Lithwick
Enhance the historical functions of the site			Modifications are required to be consistent with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, in particular the Standards for Rehabilitation
Minimize disturbance of soil and plants			Limit excavation, fill to achieve needed grade
Multi-Habitat Planning Area (net increase approximately 19.6 acres)	19.2 acres	38.8 acres approx.	Including Southern Coastal Bluff Scrub, Scrub Oak Chaparral, Diegan Coastal Sage Scrub
Planting of native plants in recreational areas			Airfield and North Bluff planted with native grasses, no permanent irrigation
Fencing			To protect cultural resources and for vegetation establishment
Irrigation			Temporary - to establish native vegetation, above ground with safeguards & monitoring

Park Program	Existing	Proposed	Notes
Education			<i>Goal: to provide interpretation of resources – natural & cultural</i>
Interpretive Program and Signage			Integrated program for orientation, regulatory and interpretive for soaring, cultural & natural resources
Park Ranger			When approved by the City of San Diego
Museum (not an independent building)			Integrate interpretive and displays within the flight operation center and throughout park site
Gathering areas for programs, schools			Open grass areas of the north and or south bluffs
Website for Torrey Pines City Park			City of San Diego
Passive Recreation			<i>Goal: to provide for the enjoyment of natural open space</i>
Nature trails		2 miles	ADA accessible
Seating			As appropriate, out of flight zones
Picnic tables			As appropriate, out of flight zones
Observation decks - at North Bluff and South Bluff, out of flight area			3 platforms (each less than 1,200 sf) safely above natural grade to provide an experience above the coastal bluff that are ADA compliant
Multiple places to host a variety of gatherings			North bluff native grass area
Fire ring			When approved by the City of San Diego, away from MHPA
Support Facilities			<i>Goal: to provide components to be shared by all users</i>
Parking	565	565	including ADA spaces, and pilot's spaces
Bicycle racks	4 bikes	36 bikes	at north and south parking areas
Restrooms - at North Bluff and South Bluff (shared with flight lease) parking areas		2	2 units each structure, pre-manufactured with holding tanks, located for truck access and regular maintenance (no sewer or water service). If feasible water and sewer may be introduced to the park.
Life Guard Observation Platform "Perch"	9 SF	18 SF	For summer season use, allow public use in off-season
Life Guard storage	0 SF	100 SF	Integrated into the south bluff restroom building
Emergency lighting			Solar powered
Emergency vehicle access			Meets City of San Diego Fire Dept. standards

Emergency runway for fixed wing aircraft use in spring flying season.
General public parking other days.

North flag of flight window

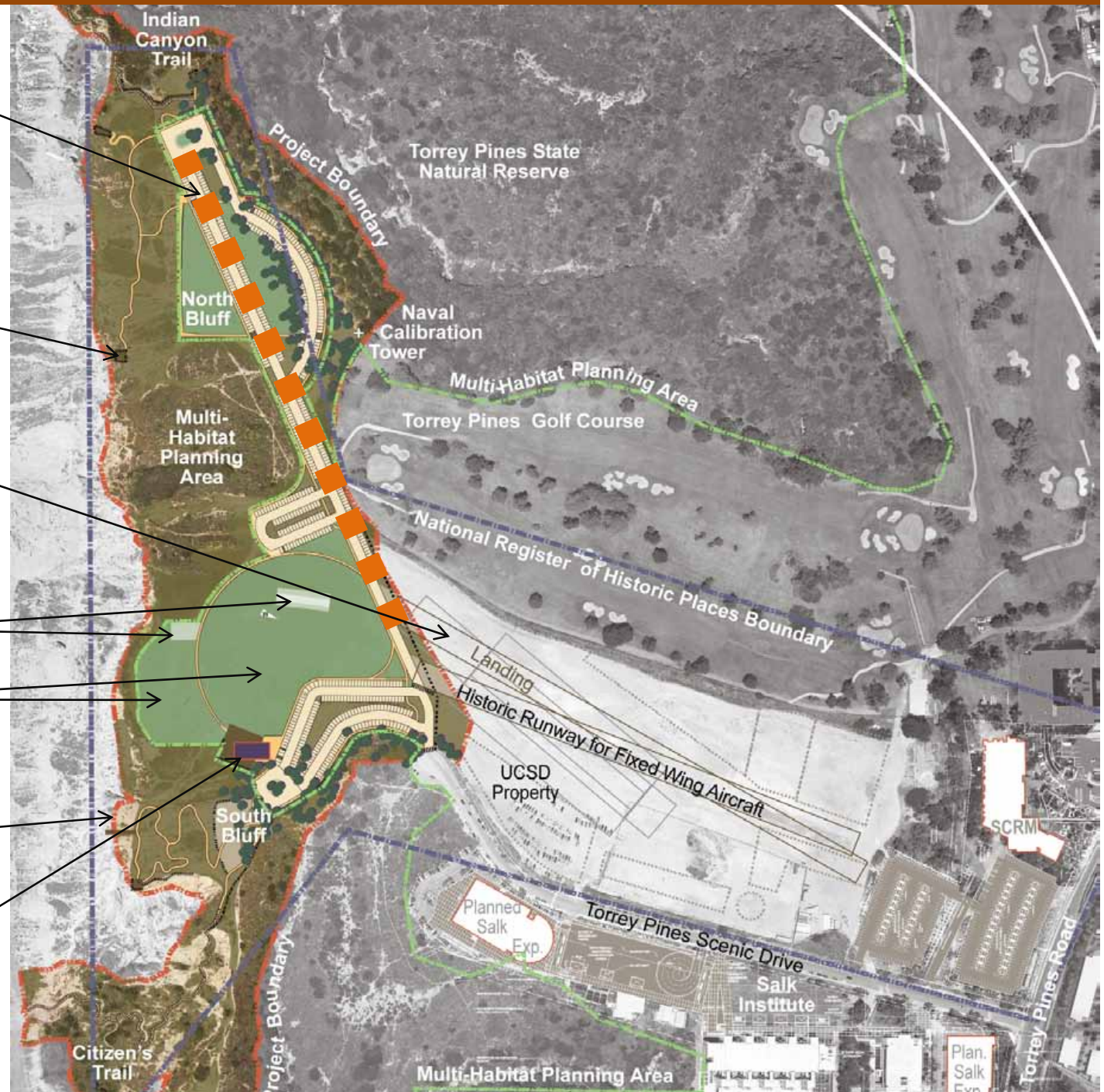
Takeoff and Landing strips for fixed-wing aircraft. Work with UCSD for continued use.

Radio Control Areas

Hang-Glider and Paraglider Take-off Landing Areas

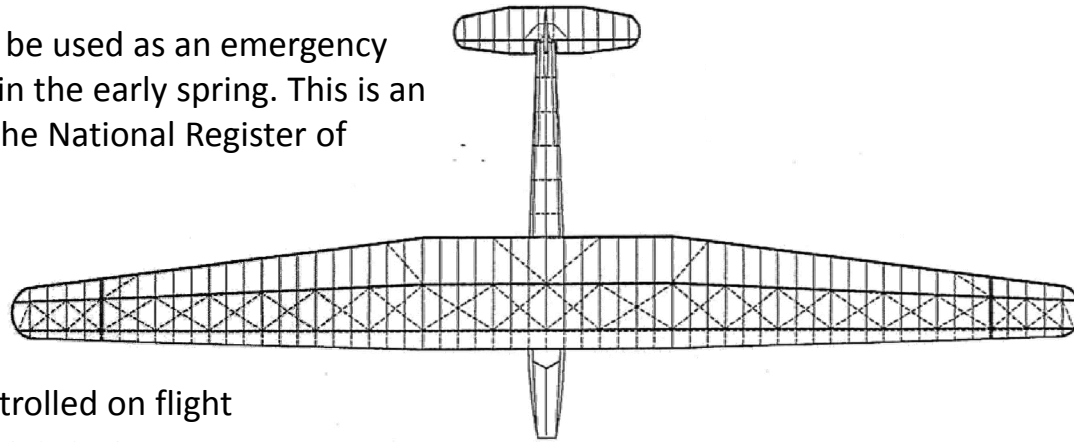
South flag of flight window

Flight Operations Center
(diagrammatic size & form)

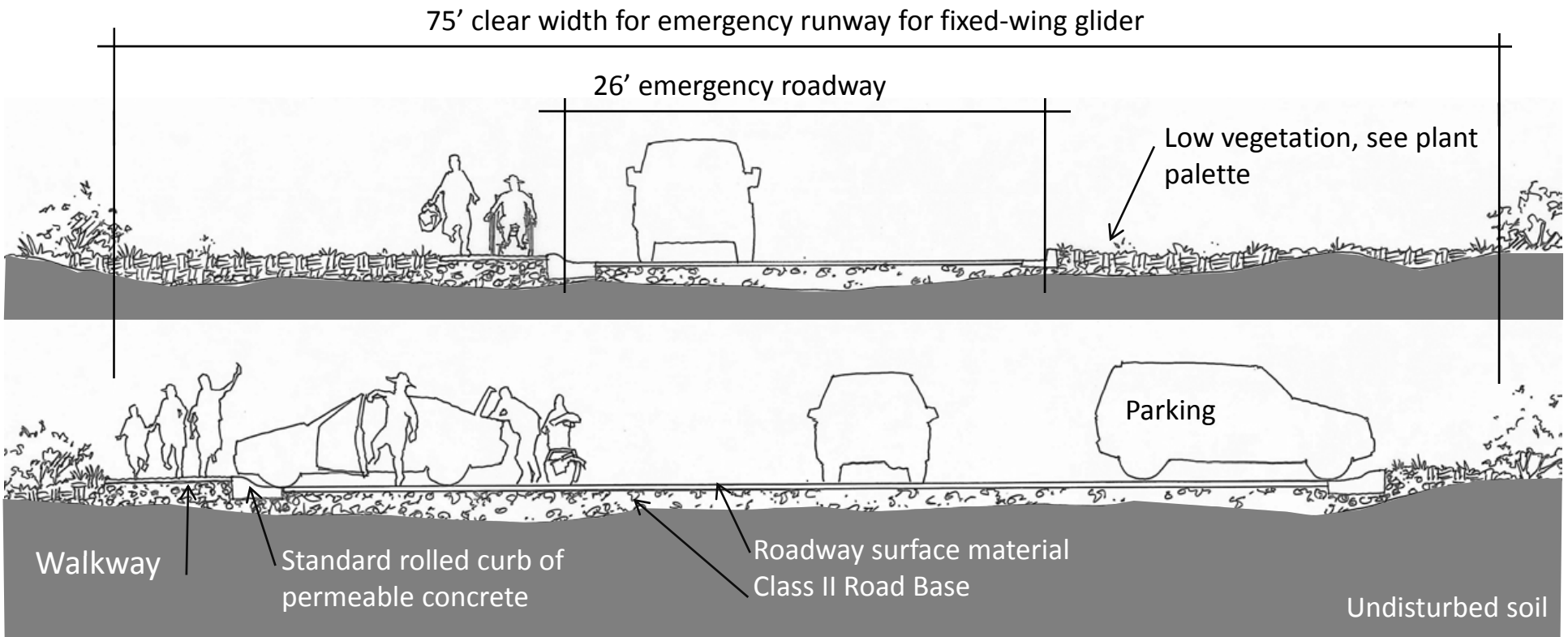


Bowlus Sailplane #18 Model A

The north parking area will be used as an emergency landing strip on flight days in the early spring. This is an historic use recognized by the National Register of Historic Places.

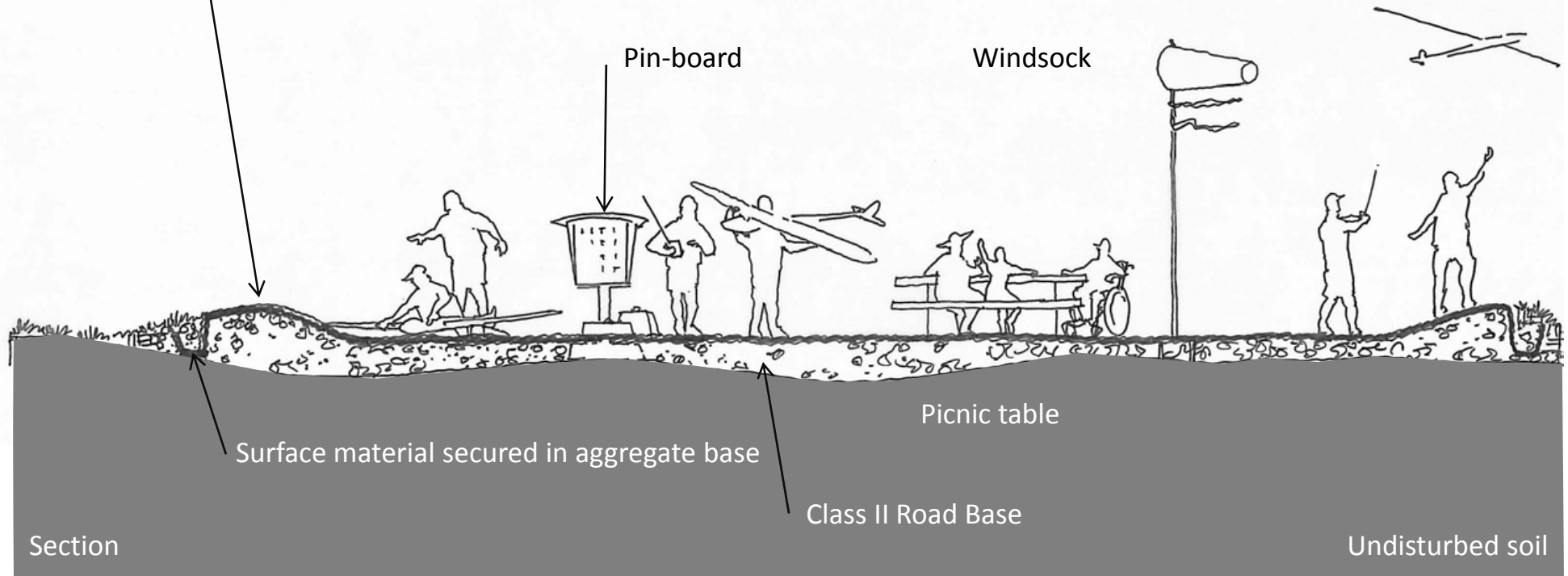


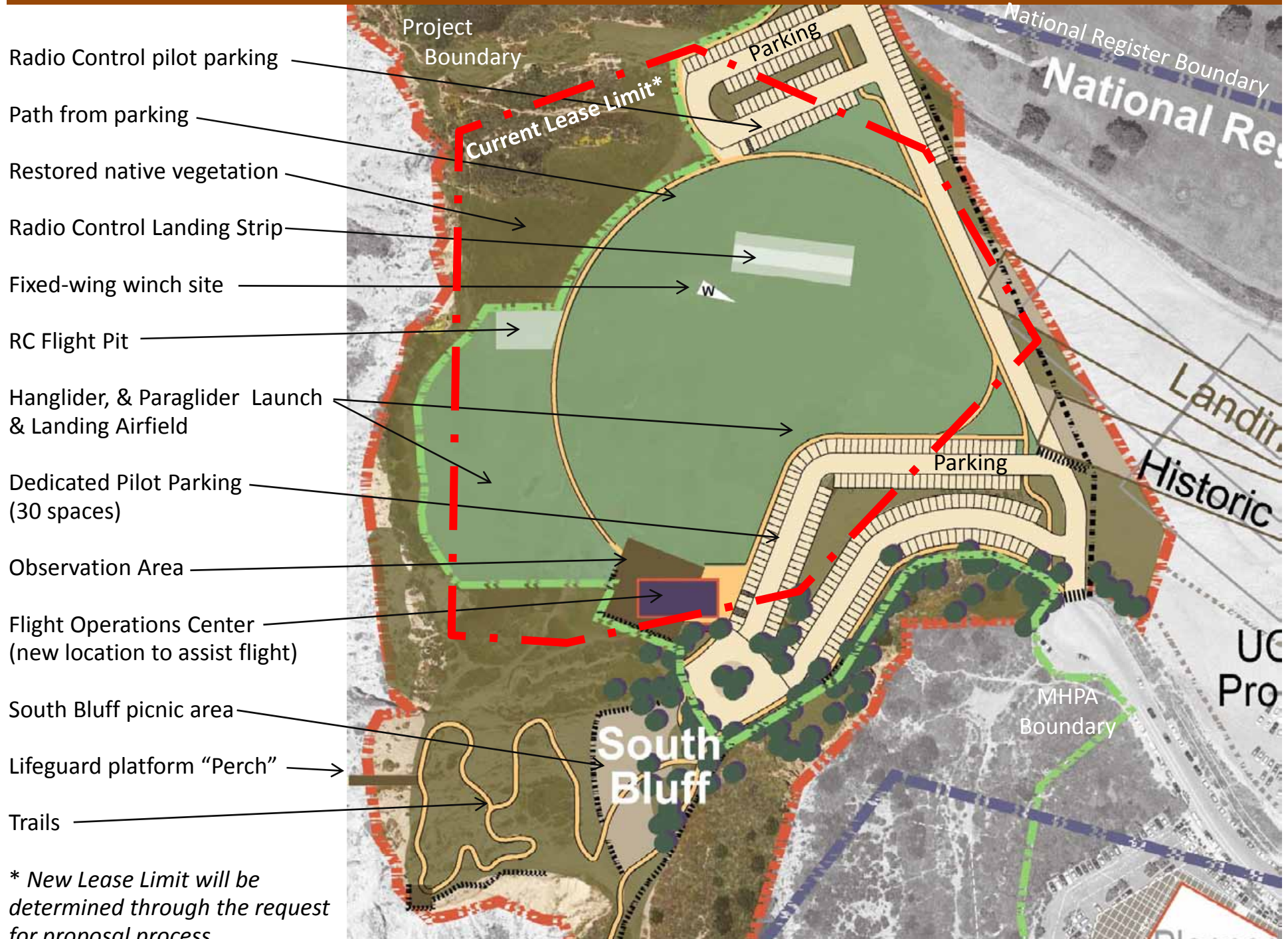
Vehicular traffic will be controlled on flight days at the gate south of the runway.



Radio Control Landing Strip
Surface material should be a soft artificial fabric, permeable to water.

Radio Control Flight Pit
Raised berm to block wind for aircraft set-up





**Existing
Flight Operations Center**

Building Area = 3,200 square feet

Observation Area = 8,250 sf.
Including roof deck

Outdoor Storage Area = 1,070 sf

Areas are approximate



Flight Operations Center

Requirements

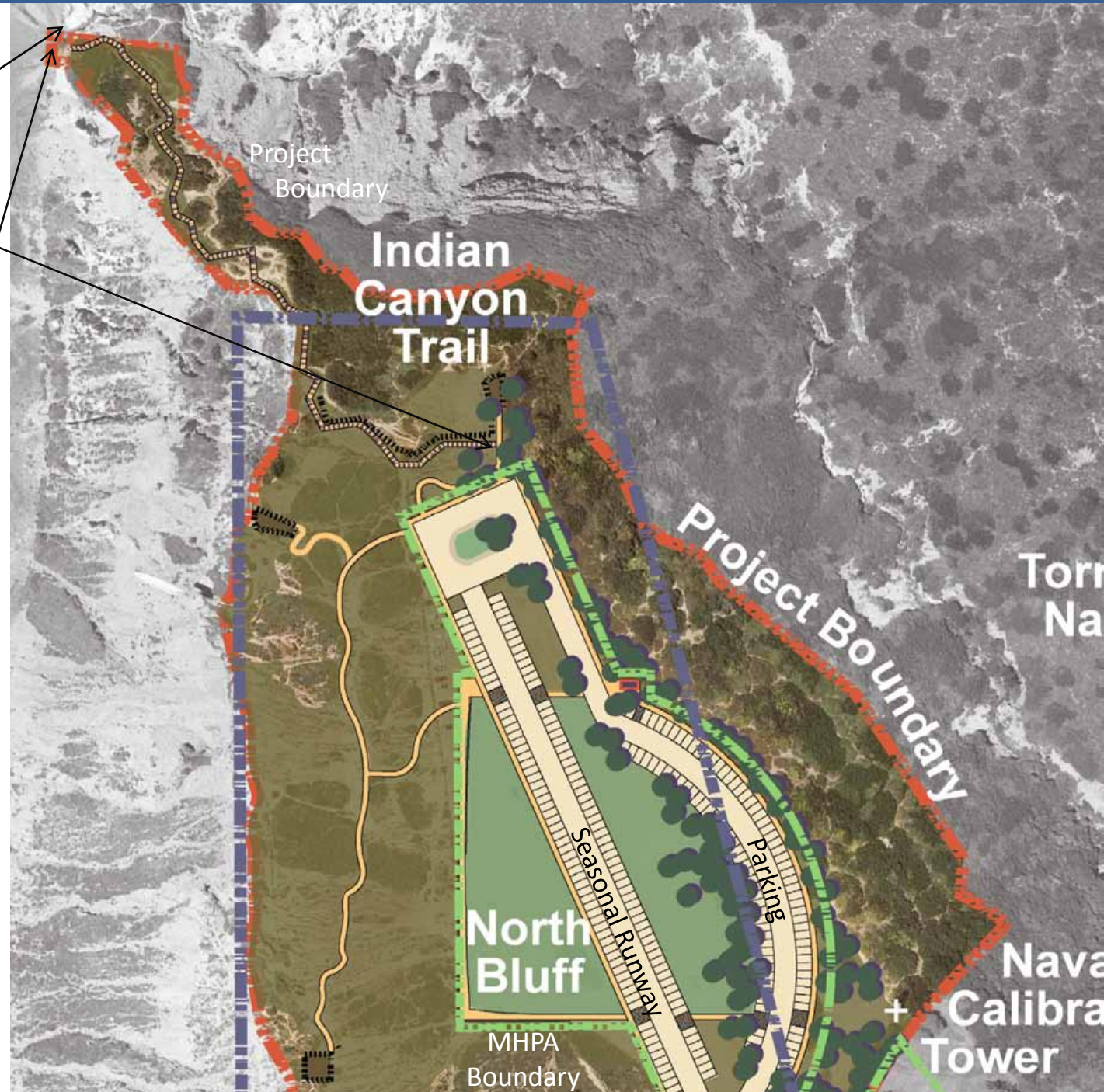
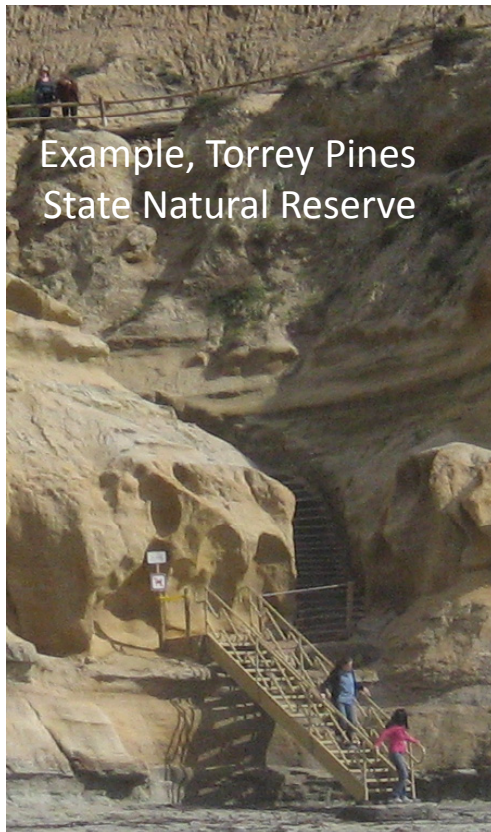
- Minimize wind disturbance to the airfield;
- Limit excavation – protect cultural resources and minimize geological impact;
- Solar powered- electrical system, including emergency lighting;
- No water, sewer or electric service;
- Incorporate interpretive & educational displays;
- Incorporate the multiple official site monuments;
- Set back (eastward) from the bluff – minimum 50';
- The design of the public building should consider the contextual architectural styles of the original Salk Institute as well as materials used in wind-powered aircraft.

If feasible water and sewer service may brought to the building.



Indian Canyon Trail to the beach following the existing route — improve with segments of wooden steps and handrails.

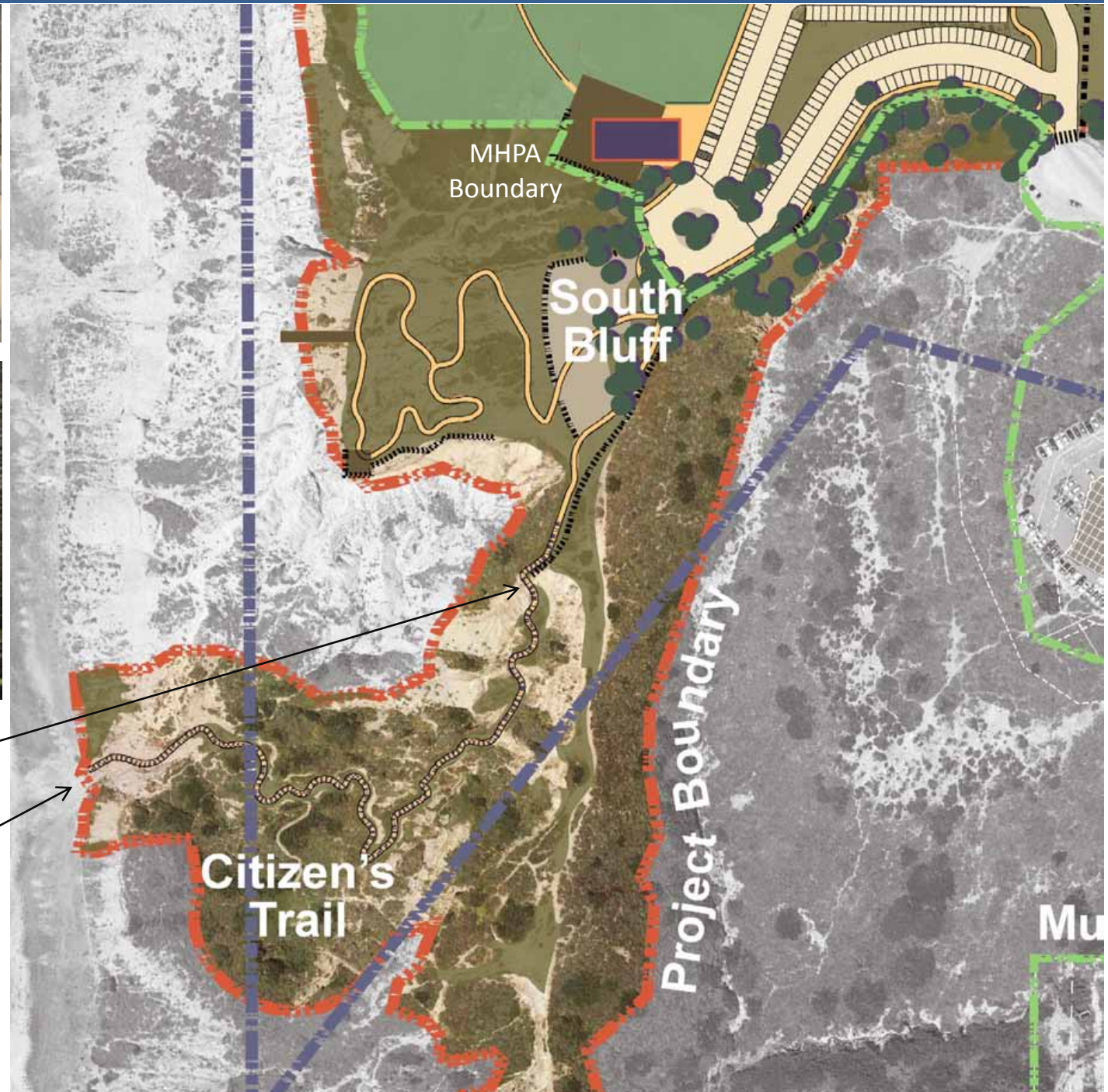
Add signage at the top and base of the trail





Add signage at the top of the trail

Citizen's Trail to the beach—
improve with segments of
wooden steps and handrails
following existing route



July 12, 1993 the Gliderport was listed on the ***National Register of Historic Places*** under Criterion A:
Property is associated with events that have made a significant contribution to the broad patterns of our history.

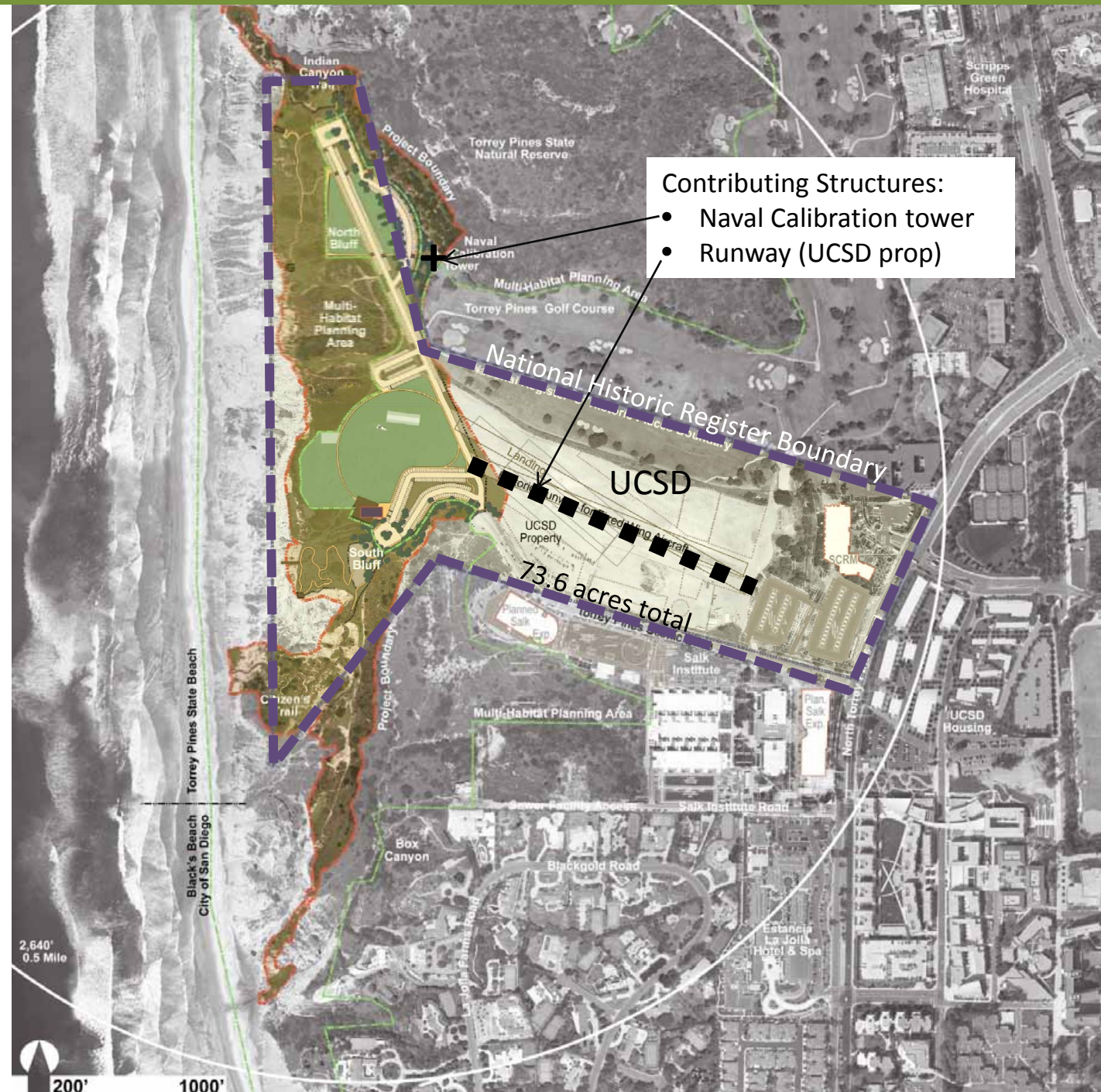
Historical functions:

- recreation & culture
- education
- transportation, and
- landscape

Historical significance:

- Associated with Southern California's history and aviation industry
- Used for advancement of aviation technology and recreation since the 1930s

Period of Significance is from 1928 to 1942.



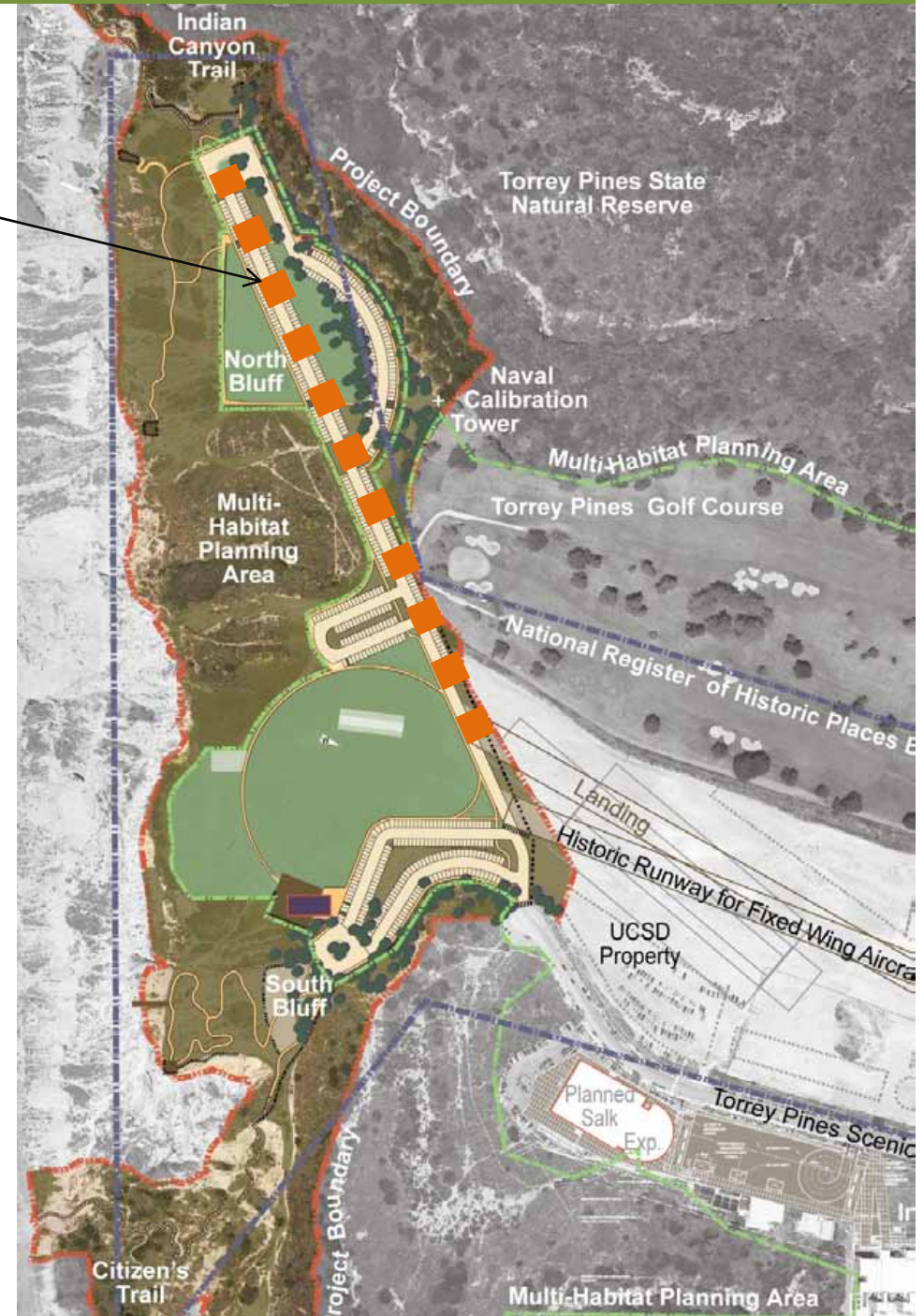
Modifications to historical features within the National Register boundary would be:

- Improvement of the emergency landing strip
- Improved access to the gliderport
- Improved beach access
- Adds 19.6 acres to the Multi-Habitat Planning Area (MHPA) new native vegetation planting
- New pedestrian trails, picnic areas and observation areas
- Interpretive program

These modifications are required to be consistent with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, in particular the Standards for Rehabilitation.

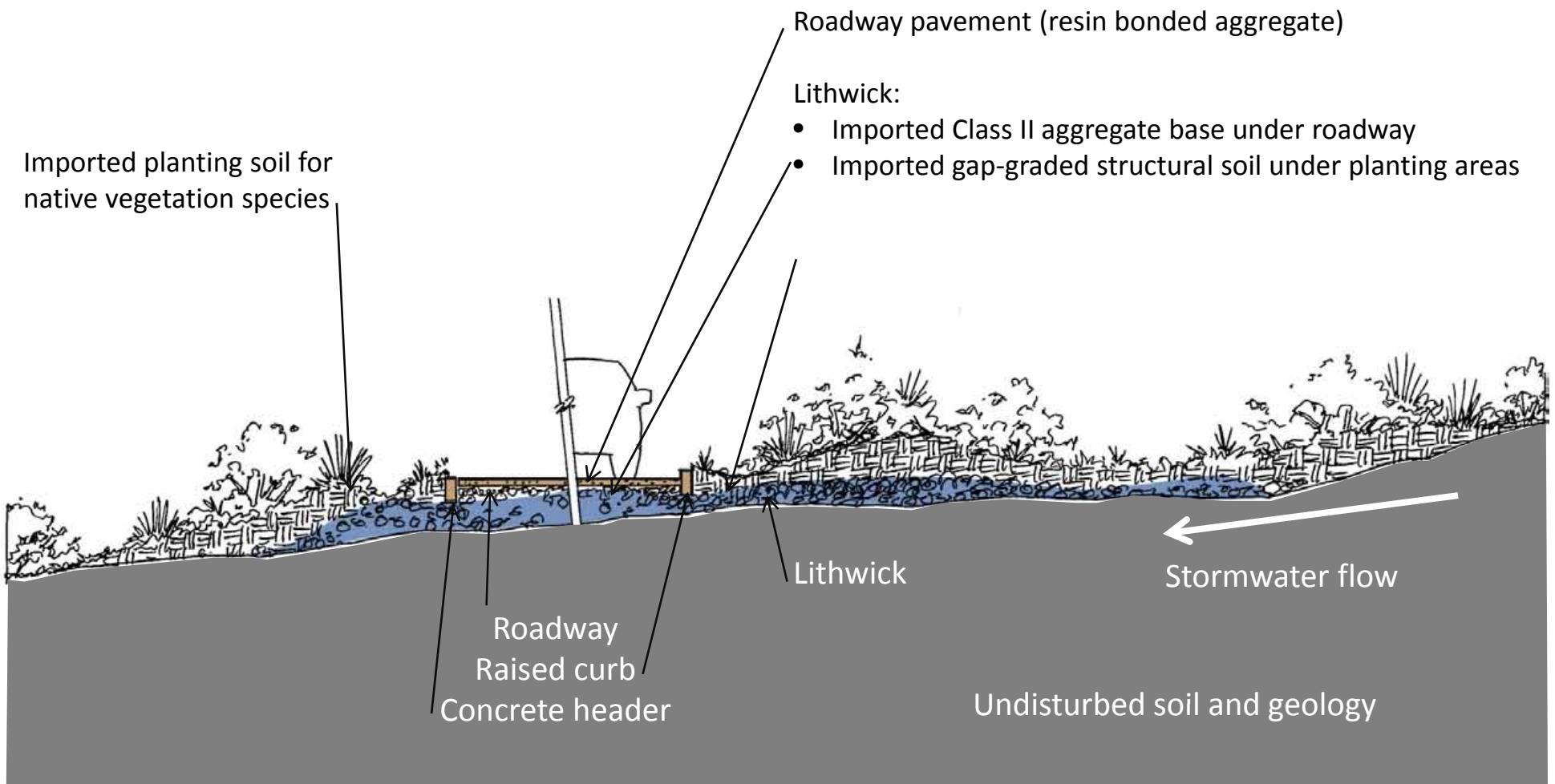
The City of San Diego's list of historic resources should be amended to include significant archaeological resources.

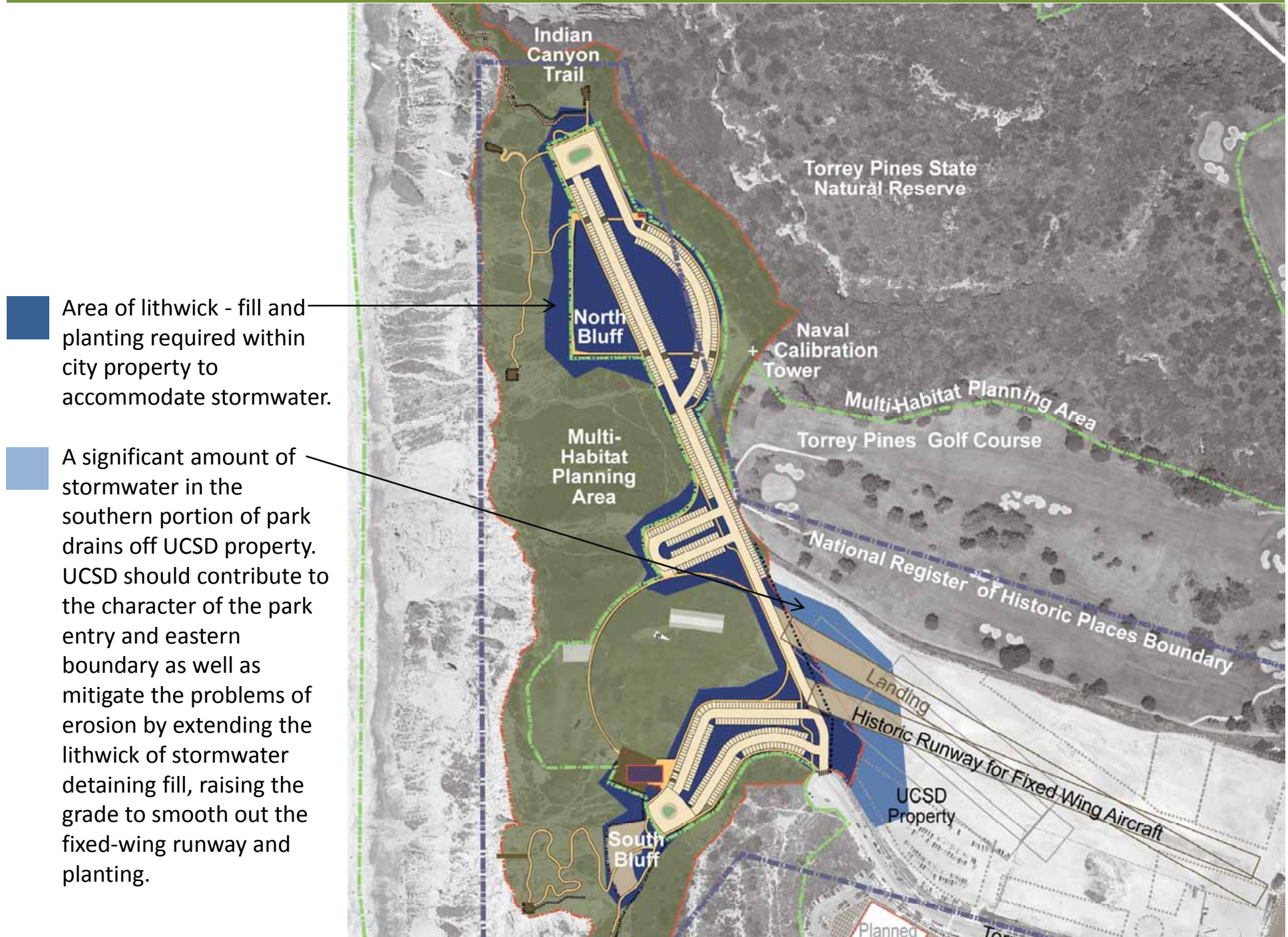
All future development requires Native American consultation related to impacts and mitigation to archaeologically and culturally significant resources and values.




Add new soil horizons to preserve the potential cultural resources, geological structure and to detain stormwater runoff and direct it to the establishment and long term viability of native vegetation.


Stormwater will be captured in new planting areas. Excess water (calculated to accommodate a 100-year storm event) will be detained in the 'lithwick' and slowly dispersed through planting.






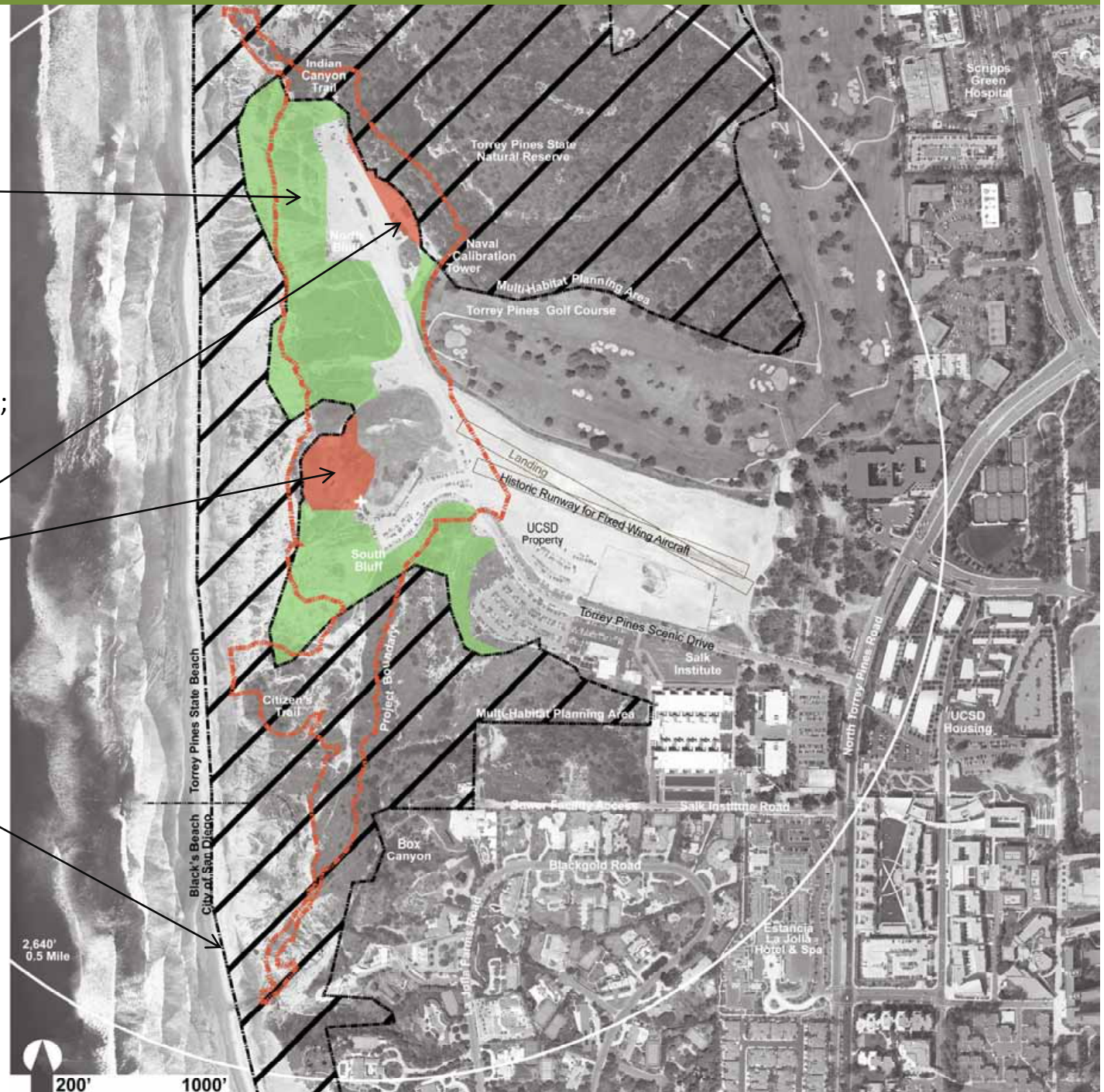
Multiple Habitat Planning Area (MHPA) Boundary Line Adjustment Scenario

-  Proposed MHPA addition area
- Approximately 19.6 Acres net increase into the MHPA within the project area for existing and enhanced:
- Southern Coastal Bluff Scrub;
 - Diegan Coastal Sage Scrub;

-  Proposed MHPA subtraction and correction area to be removed to allow continued gliderport use and parking in the north.

-  Multiple Habitat Planning Area







19.2 Existing MHPA acres
 + 19.6 net increase
 38.8 total MHPA
 + 18.5 non-MHPA acres in the
 = 57.3 acre project area



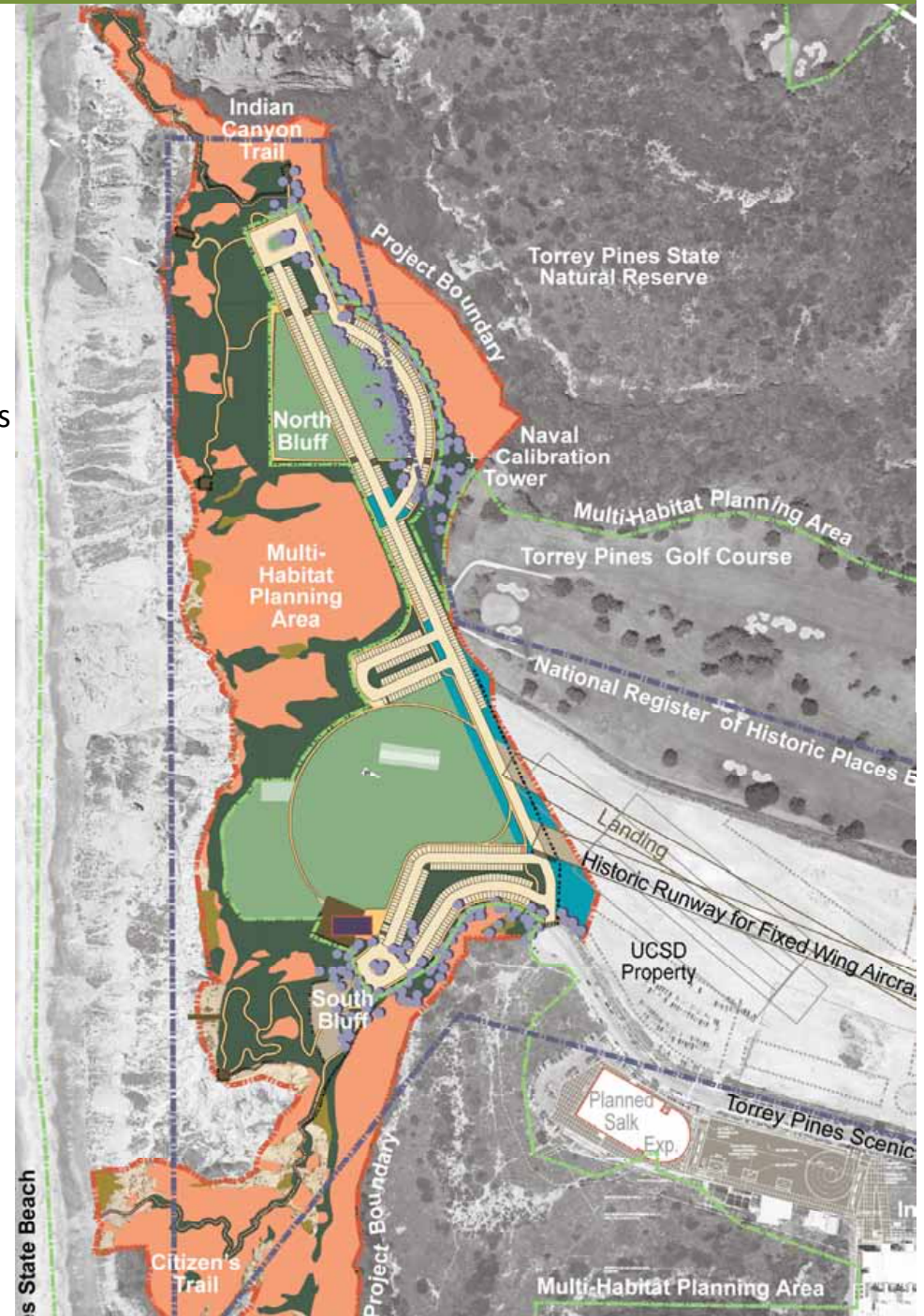
Vegetation Criteria

- Water-efficient: temporary, above ground irrigation for establishment, dry-season irrigation by hand (minimizes erosion and slope stability concerns)
- Native to region
- Adapted to site conditions (wind, salt spray, coastal fog)
- Minimal maintenance needs
- Compatible with naturally occurring vegetation
- Interpretive opportunities: cultural and biological resources
- Appropriate for the use, i.e. no trees in the flight path

Legend:

-  Active-use groundcover
-  New native plants in areas where invasive plants need to be removed or no vegetation exists
-  New native plants in sparse and disturbed habitat area
-  Accent & transition plants
-  Meadow
-  Existing native habitat vegetation to be protected

“The most commonly used definition of a native plant is one that is considered to have been present in a specific region of the country prior to European settlement.” USDA



Vegetation Criteria

Active Use Groundcover:

- Airfield takeoff & landing area
- North Bluff area

Characteristics:

- Drought-tolerant (occasional hand irrigation)
- Primarily grasses and sedges
- Non-invasive
- Durable (for foot traffic)
- Low spreading growth form

New Plants:

- Revegetation in eroded and degraded areas
- Focus on native scrub plant communities

Characteristics:

- Compatible with MHPA (Multi-Habitat Planning Area) where applicable
- Prevent further erosion
- Restored areas supplement existing scrub habitats: Diegan Coastal Sage Scrub, Maritime Succulent Scrub, and Coastal Bluff Scrub

Accent & Transition:

- Vegetation associated with structures and non-soaring activity areas
- Provides transition between activity areas and natural habitat

Characteristics:

- Palette has variety to accommodate different functions: screening, backdrop planting, shade, frame views, provide focal point, define gathering areas

Meadow:

- Areas to minimize risk of damage to fixed-wing gliders near runways
- To help retain and treat stormwater
- Associated with areas that generate relatively large runoff volumes (parking lots, rooftops, other impervious areas)

Characteristics:

- Low-growing grasses and forbs
- Good for erosion control
- Occasional color for seasonal interest
- Tolerates pollutants of concern that may be found in stormwater
- Compatible with gap-graded structural soil and any underdrains

Native Coastal Vegetation

Plant Palette

Native Coastal Vegetation		Restoration						Native Coastal Vegetation		Restoration							
Latin name	Common name	Active Use Groundcover	Accent & Transition	Meadow	Diegan Coastal Sage Scrub	Maritime Succulent Scrub	Coastal Bluff Scrub	Growth form	Latin name	Common name	Active Use Groundcover	Accent & Transition	Meadow	Diegan Coastal Sage Scrub	Maritime Succulent Scrub	Coastal Bluff Scrub	Growth form
<i>Achillea millefolium</i>	Yarrow	x		x	x	x		herb	<i>Heteromeles arbutifolia</i>	Toyon		x					shrub
<i>Agave shawii</i>	Shaw's Agave		x					succulent	<i>Isocoma menziesii</i>	Menzies' Goldenbush		x		x		x	shrub
<i>Agrostis pallens</i>	San Diego Bent Grass	x						grass (spreading)	<i>Isomeris arborea</i>	Bladderpod				x		x	shrub
<i>Armeria maritima</i>	Thrift Seapink		x					herb	<i>Juncus patens</i>	California Gray Rush			x				rush
<i>Artemisia californica</i>	California Sagebrush				x	x	x	shrub	<i>Lavatera assurgentiflora</i>	Tree Mallow; Malva Rosa		x					shrub
<i>Atriplex canescens</i>	Fourwing Saltbush						x	shrub	<i>Layia platyglossa</i>	Tidy Tips							herb
<i>Baccharis pilularis</i>	Coyote Bush		x					shrub	<i>Lessingia filaginifolia</i>	California Aster		x					herb
<i>Calystegia macrostegia</i>	Island Morning Glory		x		x		x	herb/vine	<i>Leymus condensatus</i>	Giant Wild Rye			x	x			grass
<i>Carex pansa</i>	California Meadow Sedge	x		x				sedge (spreading)	<i>Leymus triticoides</i> 'Gray Dawn'	Gray Dawn Creeping Rye	x		x				grass (spreading)
<i>Carex praegracilis</i>	Clustered Field Sedge	x		x				sedge (spreading)	<i>Linum lewisii</i>	Blue Flax			x				herb
<i>Castilleja affinis</i>	Coast Indian Paintbrush			x			x	herb	<i>Lotus scoparius</i>	Deerweed				x		x	shrub
<i>Ceanothus hearstiorum</i>	Hearst's Ceanothus		x					groundcover	<i>Lupinus bicolor</i>	Miniature Lupine			x				herb
<i>Ceanothus maritimus</i>	Maritime Ceanothus		x					groundcover	<i>Malacothrix saxatilis</i>	Cliff Aster						x	herb
<i>Cylindropuntia prolifera</i>	Coastal Cholla				x	x		succulent	<i>Malosma laurina</i>	Laurel Sumac		x					shrub
<i>Deinandra fasciculata</i>	Clustered Tarweed				x	x	x	herb	<i>Marah macrocarpus</i>	Wild Cucumber				x		x	herb
<i>Distichlis spicata</i>	Salt Grass	x		x				grass (spreading)	<i>Mimulus aurantiacus</i>	Bush Monkeyflower		x	x				shrub
<i>Dudleya edulis</i>	San Diego Dudleya		x					succulent	<i>Nassella lepida</i>	Foothill Needlegrass		x	x	x	x	x	bunchgrass
<i>Dudleya pulverulenta</i>	Chalk Dudleya		x					succulent	<i>Nassella pulchra</i>	Purple Needlegrass		x	x	x	x	x	bunchgrass
<i>Encelia californica</i>	Coast Sunflower				x	x	x	shrub	<i>Opuntia littoralis</i>	Coastal Prickly Pear				x	x	x	succulent
<i>Eriogonum arborescens</i>	Santa Cruz Island Buckwheat		x		x	x	x	shrub	<i>Pinus torreyana</i>	Torrey Pine		x					tree
<i>Eriogonum cinereum</i>	Ashy Leaf Buckwheat		x		x	x	x	shrub	<i>Quercus dumosa</i>	Nuttall's Scrub Oak		x		x	x	x	shrub
<i>Eriogonum fasciculatum</i>	California Buckwheat		x		x	x	x	shrub	<i>Rhus integrifolia</i>	Lemonadeberry		x		x	x	x	shrub
<i>Eriogonum grande</i> var. <i>rubescens</i>	Red Buckwheat		x		x	x	x	shrub	<i>Salvia apiana</i>	White Sage		x					shrub
<i>Eriophyllum confertiflorum</i>	Golden Yarrow		x		x	x	x	herb	<i>Salvia brandegei</i>	Brandegee's Sage		x					shrub
<i>Eschscholzia californica</i>	California Poppy			x				herb	<i>Salvia mellifera</i>	Black Sage				x			shrub
<i>Euphorbia misera</i>	Cliff Spurge					x		shrub	<i>Sidalcea malviflora</i>	Checkerbloom		x	x				herb
<i>Ferocactus viridescens</i>	Coast Barrel Cactus					x		succulent	<i>Sisyrinchium bellum</i>	Blue-eyed Grass		x	x				herb
<i>Festuca rubra</i>	Red Fescue (Molate)	x		x				grass (spreading)	<i>Yucca schidigera</i>	Mohave Yucca				x	x		succulent
<i>Grindelia stricta</i> var. <i>platyphylla</i>	Spreading Gum Plant		x	x				herb									



South Bluff - Existing Condition



South Bluff – Proposed Habitat Restoration, Trails and Places



North Bluff – Existing Condition



North Bluff – Proposed Habitat Restoration, Trails, View Points



Airfield – Existing Condition



Airfield– Proposed Habitat Restoration, Trails, View Points

Interpretive Program

Interpretive themes and subthemes will:

- Educate visitors about the site's history and unique character
- Compel a visitor to use the information after receiving it

Objectives must be developed with appropriate stakeholders.

A variety of media can support the interpretive program, including signage panels, icon-type graphics associated with trail or other experiential discovery sequence, special oral history and other programs, and displays that indicate where users can find web-based content. Audio as well as visual interpretative programs will reach the whole community.



Theme #1: Torrey Pines City Park has a rich history of human use that continues today. Subthemes - Possible Objectives for Visitor

Native American use – understanding:

- this site in larger context of Kumeyaay use of the coast
- the many ways this site has been used
- appreciation that this and similar sites still have cultural significance and may have physical artifacts that should not be disturbed

Aviation use: A place of “Firsts” – understanding:

- site association with early aviation
- the site’s unique features that contribute to its use for gliding and soaring activities
- the differences among gliding and soaring activities currently conducted
- appreciation that sites for this type of activity are rare and should be preserved

Military history – understanding:

- historic military activities in the immediate vicinity
- the relationship with other U.S. military installations in San Diego County and the Pacific rim
- the long-lasting effects of past military activities on current land uses and environmental conditions

Kuməya'y



CAMP CALLAN

Theme #2: Torrey Pines City Park showcases unique geological and biological elements of California's coastal bluffs.

Subthemes - Possible Objectives for Visitor

Bluff physical features

- Understanding of how the site's physical features allow it to be used for gliding
- Understanding of bluff soils and beach evolution
- Understanding of things that affect bluff stability

Biological resources

- Understanding of different coastal scrub habitats and why they are increasingly rare
- Understanding of importance of native habitats
- Understanding of traditional Native American use of local plant and animal resources



Rufous Crowned Sparrow



Peregrine Falcon



Sea Dahlia



San Diego Barrel Cactus

Objectives for Signage

- Create an image and sense of place through themed signage program
- Identify TPCP to entering visitors
- Direct vehicle circulation to parking and drop-off areas
- Facilitate pedestrian way-finding around park and direct visitors to facilities and points of interest
- Support interpretation as appropriate
- Group and integrate signage to minimize its impact to the site. Information will be designed into elements such as pavement, fencing, buildings, seating
- Make sign posts within the flight zone flexible, and carefully locate them to minimize hazard to pilots.
- Install removable signs within the emergency runway for fixed-wing aircraft for flight days.
- Show the variety of physical challenges, facilities, seating, seating and interpretive areas on trail maps.



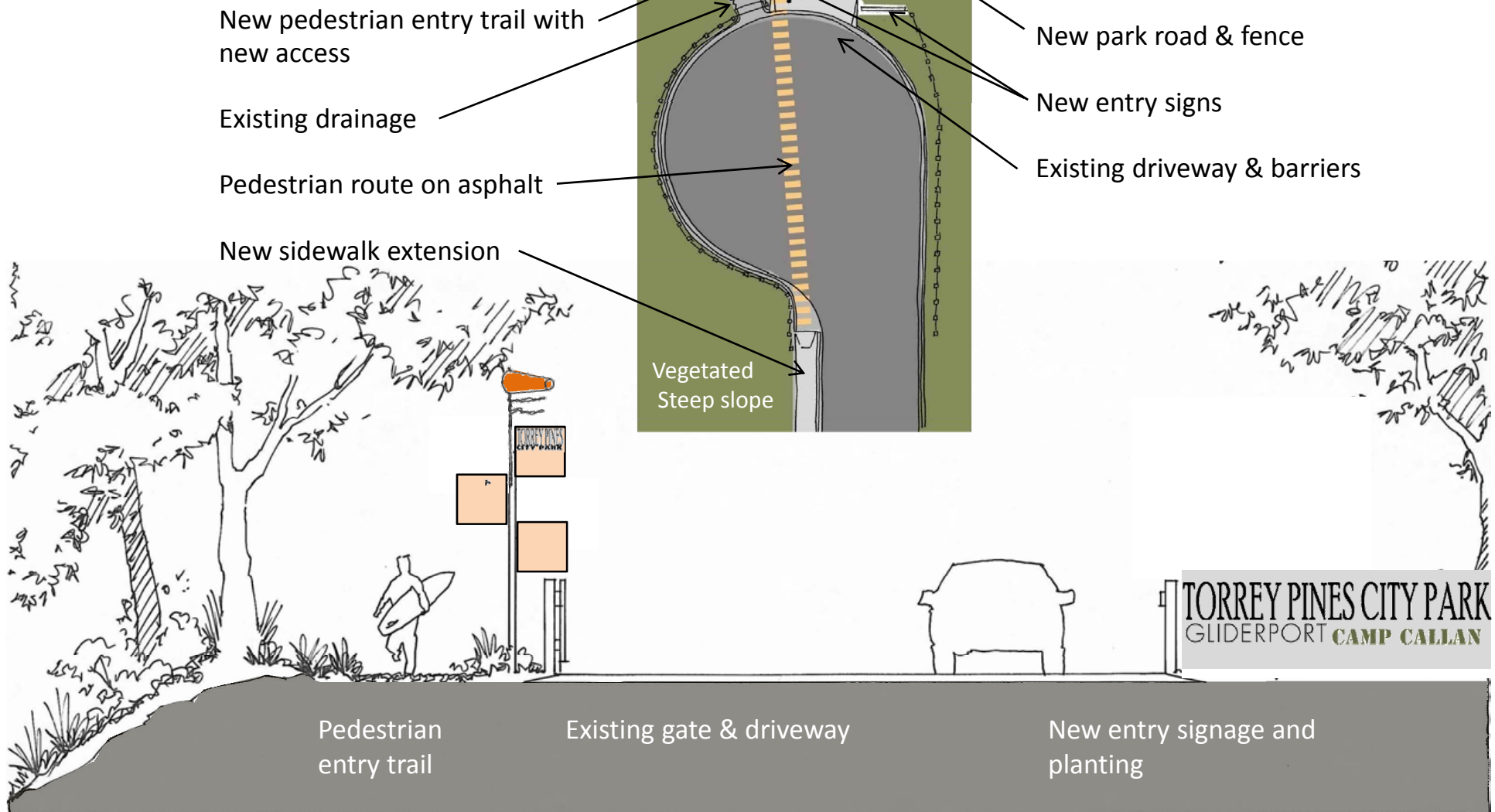
Flexible sign-posts as used by Calif. State Parks



Sign Locations:

- Park identity
- Park rules
- Vehicle direction
- Pedestrian direction
- Facility marker
- Interpretive exhibit

Park Entry



Trail to the beach

Park trails –ADA accessible, linked to parking and the park entry. Maps and signage will identify the park features, trail routes and challenges.

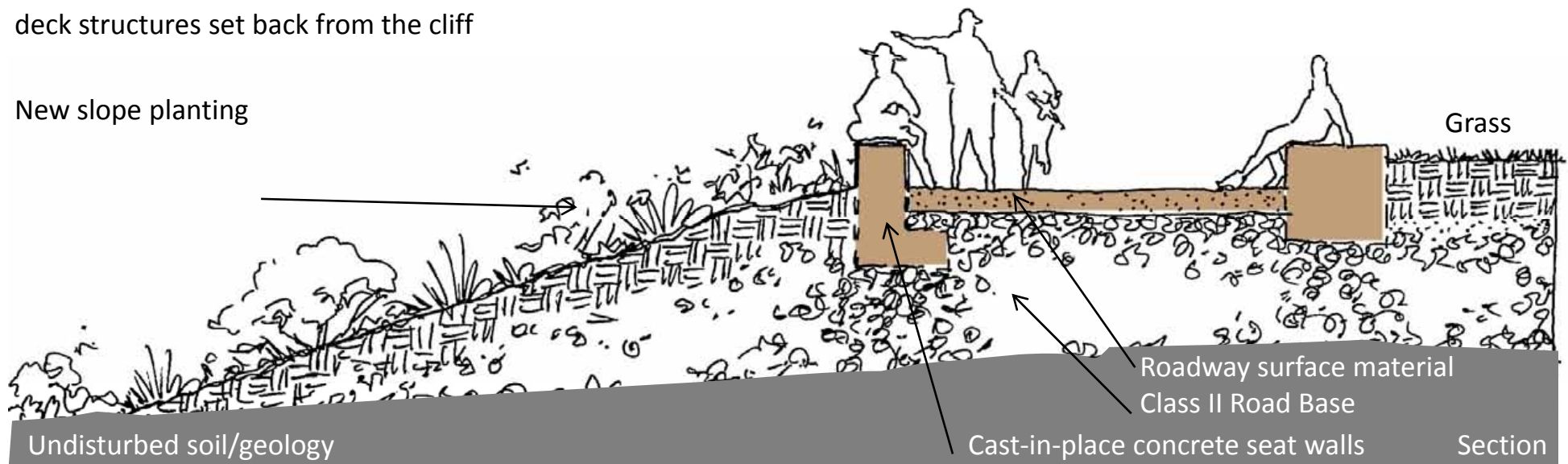
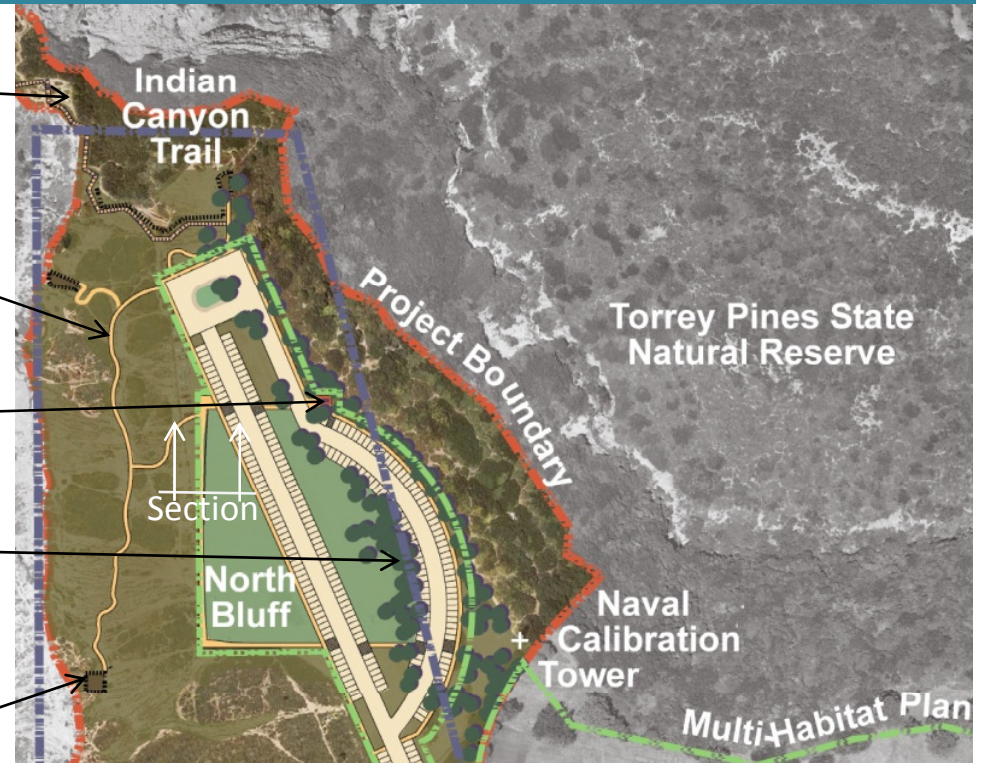
Restroom building

North Bluff picnic areas:

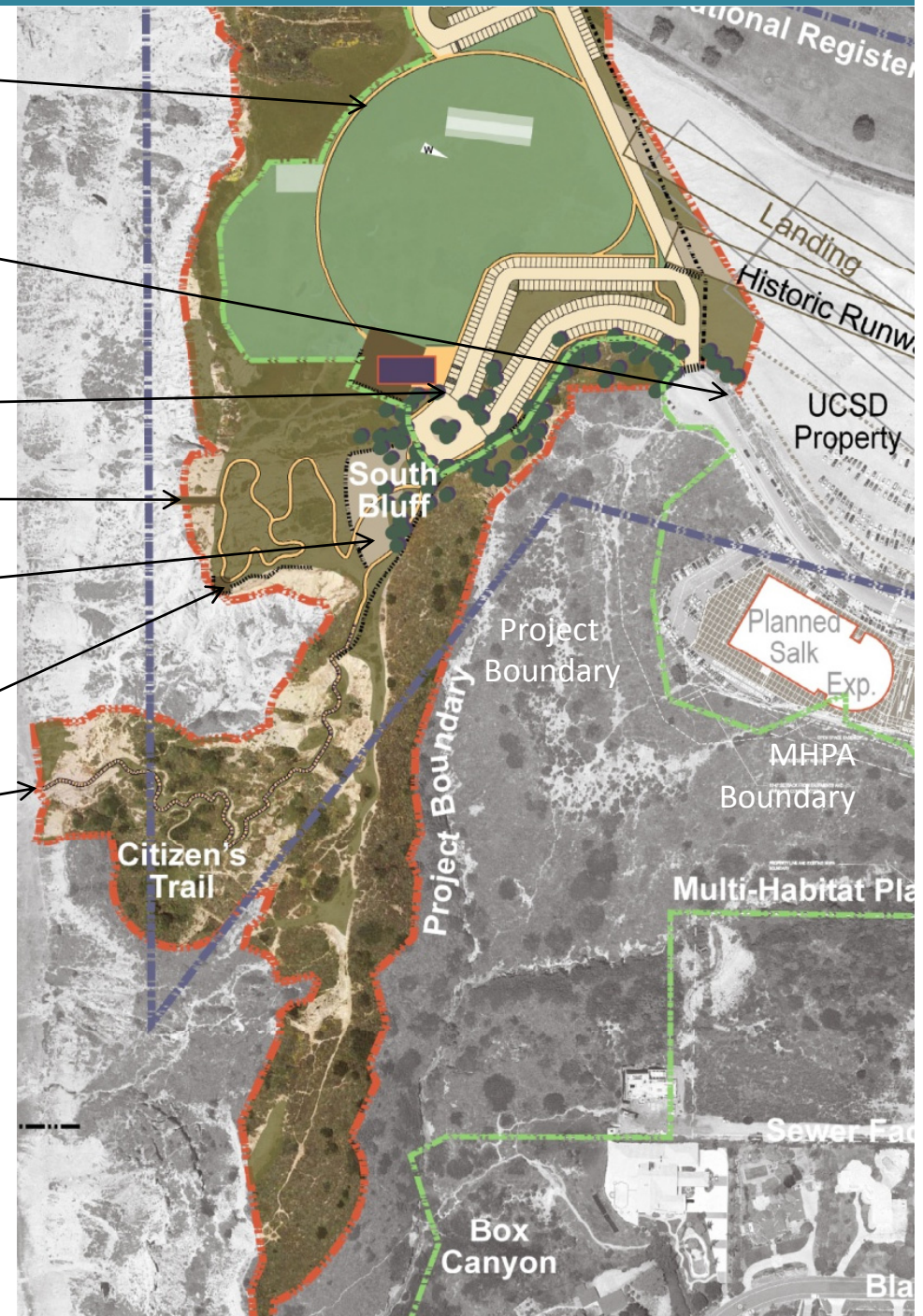
- On the open grass rising above the coastal bluff
- In the trees along the canyon rim

View points may be further enhanced with deck structures set back from the cliff

New slope planting



Citizen's Trail to the beach



Park trails –ADA accessible, linked to parking and the park entry. Maps and signage will indentify the park features, trail routes and challenges.

All new parking, facilities and trails on the bluff top will meet the Barrier Free Trail Design and ADA Recommendations.

Individual picnic tables will be sited near trails in a variety of settings. Tables and seating should be vandal resistant and in keeping with the natural character of the park.

Seating along the trail and at gathering areas are designed to allow for wheelchair users to sit shoulder-to-shoulder with ambulatory companions.



Indian Canyon Trail

North Bluff Parking for 231 vehicles

Restroom

Parking for 85 vehicles

Parking for 69 vehicles

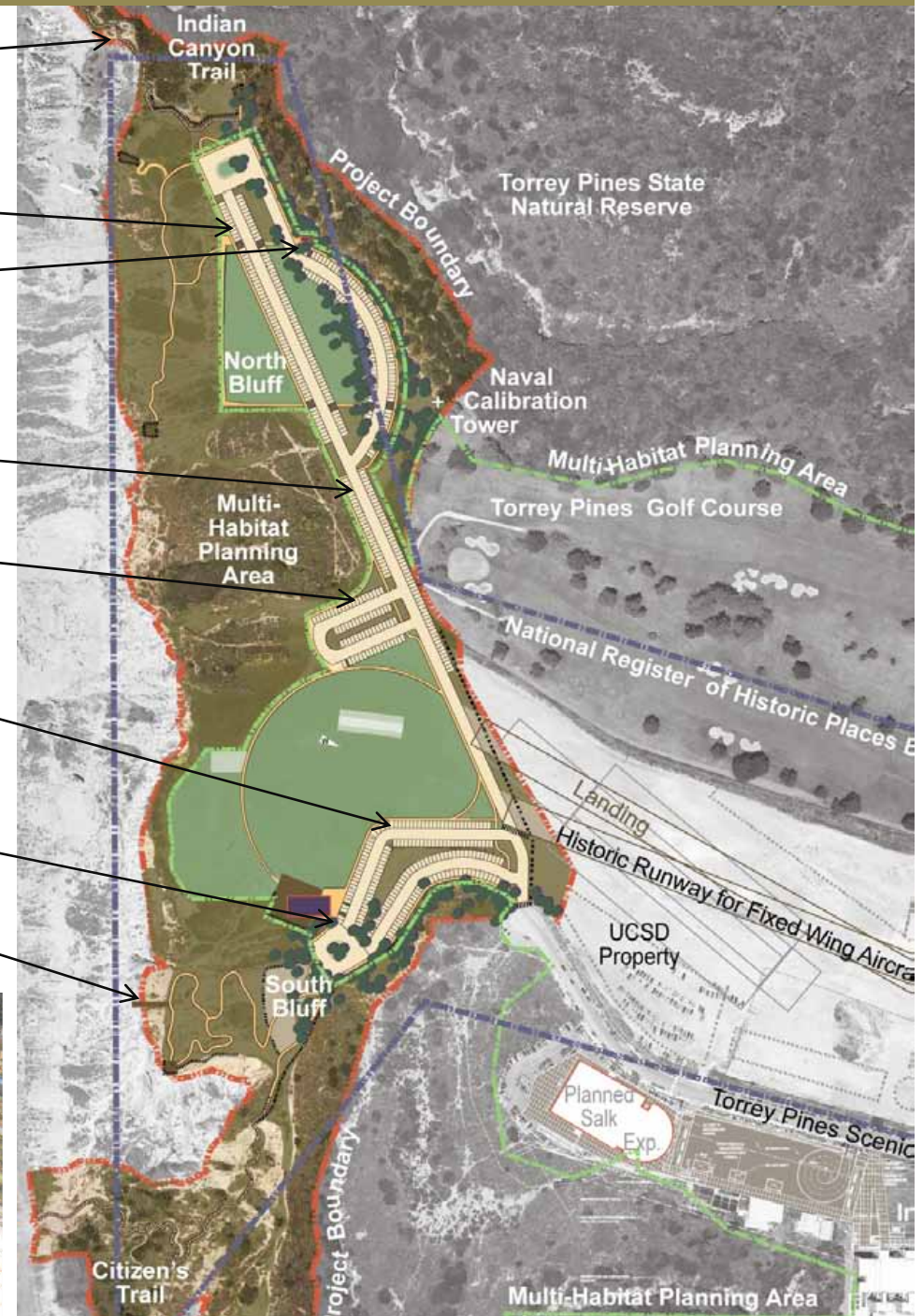
South Bluff Parking for 180 vehicles

Restroom

Lifeguard Platform “Perch”

Receptacles for trash and recyclable materials with lids to minimize bird access.

Bicycle Racks



Emergency vehicle access route
The proposed roads, parking and trails are designed to minimize impact to existing native vegetation, soil, geology and cultural resources.

Restroom

North Bluff Parking for 231 vehicles

Parking for 85 vehicles

Parking for 69 vehicles

Removable bollards for seasonal fixed-wing sailplane runway

Gate for flight days

Existing vehicular gate

South Bluff Parking for 180 vehicles

Flight Operations Center

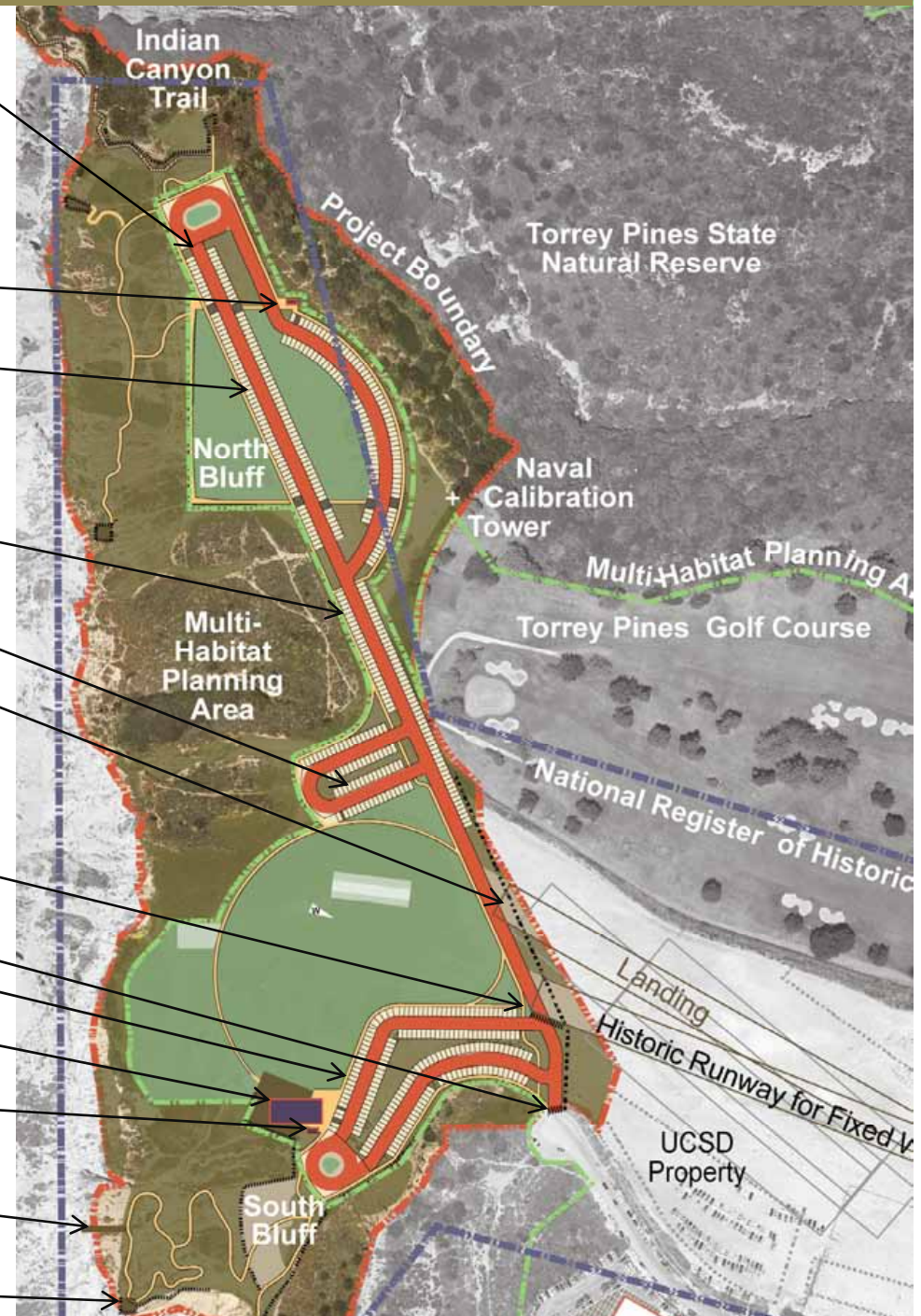
Observation Area

Restroom

Lifeguard Platform "Perch"

Lifeguard storage in new restroom building

South Bluff observation deck



Support Facilities – components to be shared by all users

PARK PLAN

Rail at stair segments as necessary on Beach Trails

Railing at the north observation decks

Adjust existing chain link fence along the golf course to original alignment

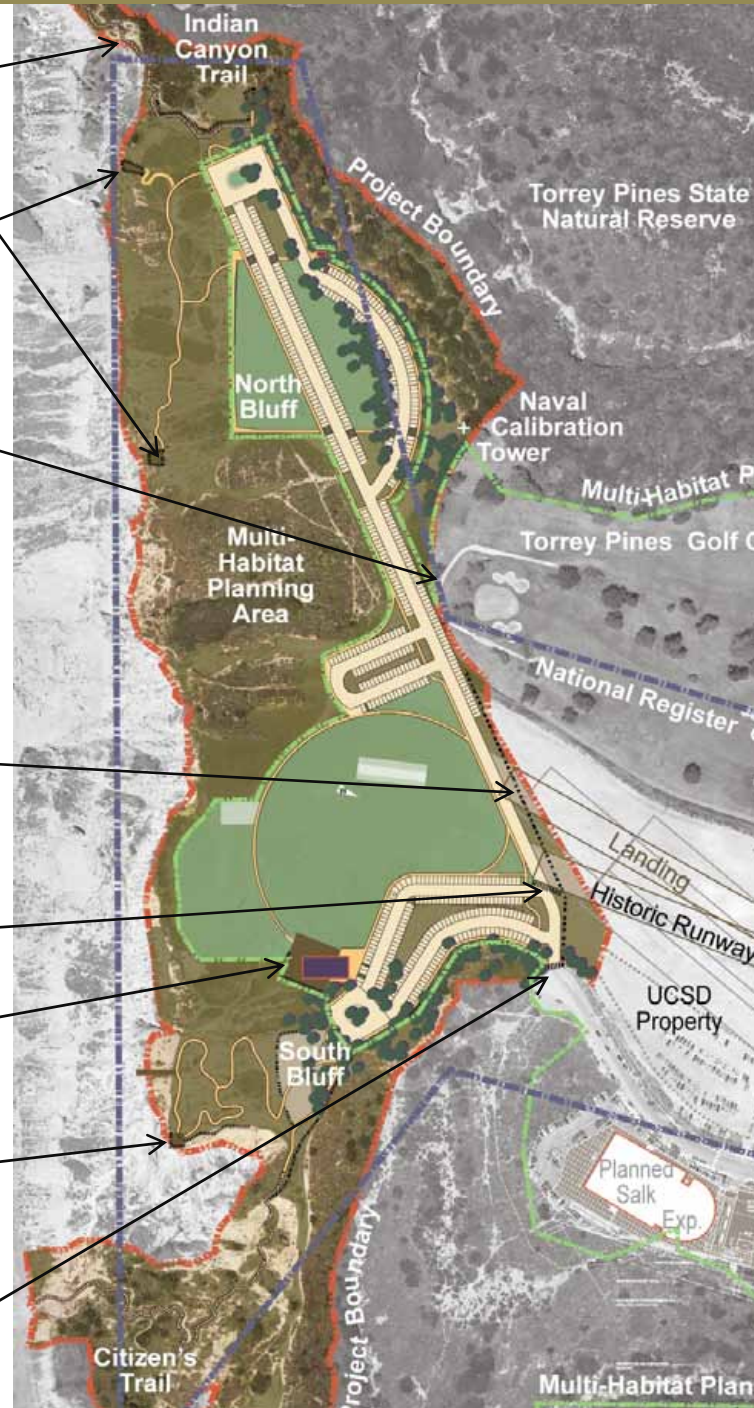
Removable bollards for seasonal fixed-wing sailplane runway

Gate for flight days

Seat rail on the observation area

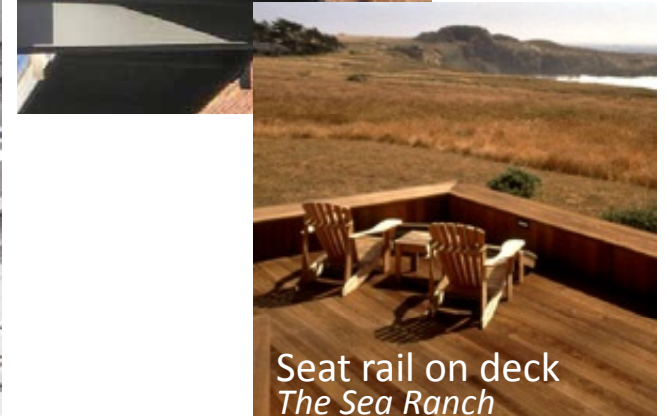
Railing at the south observation deck

Existing vehicular gate



View Point Structures

Luce et Studio



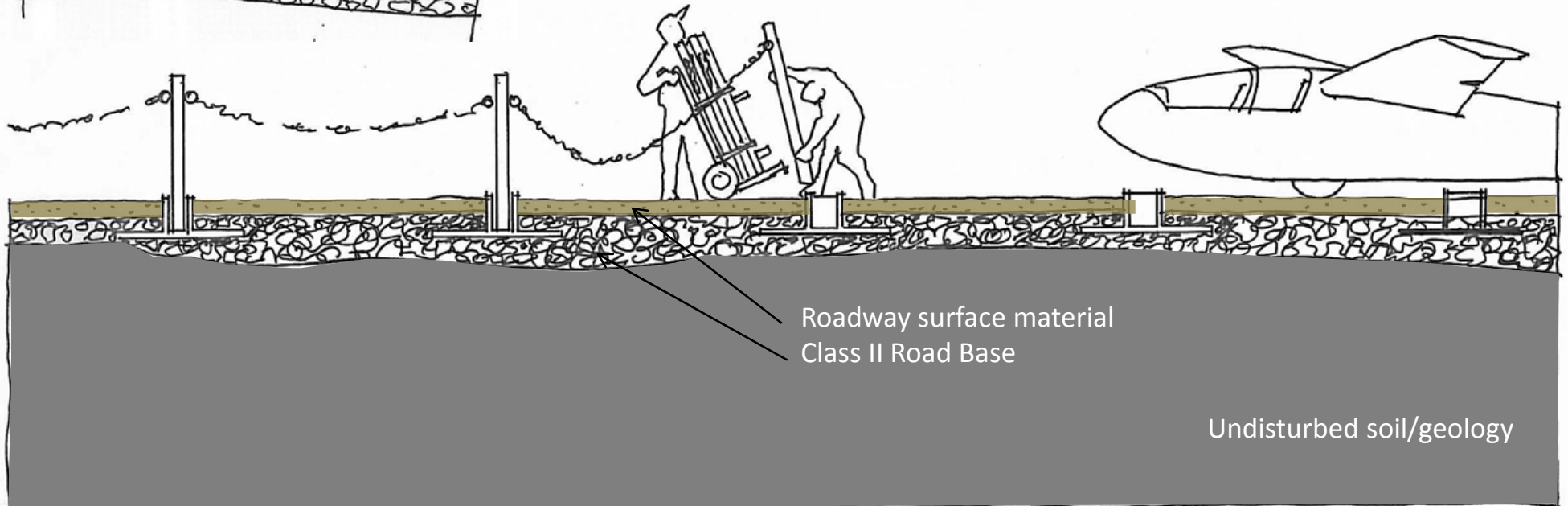
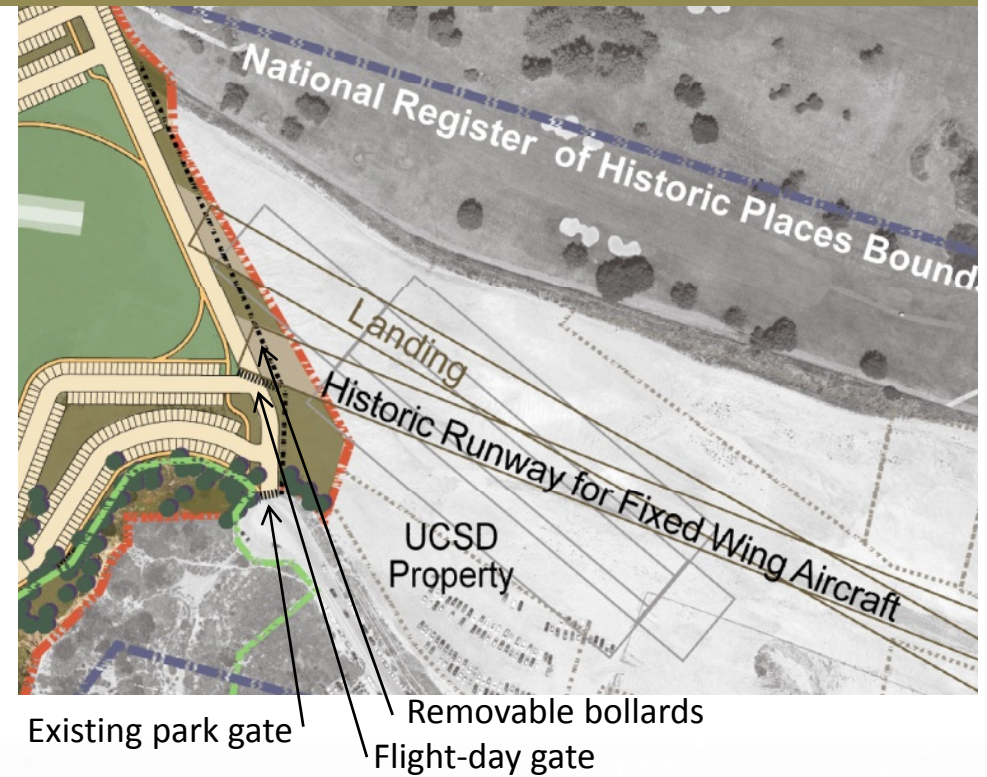
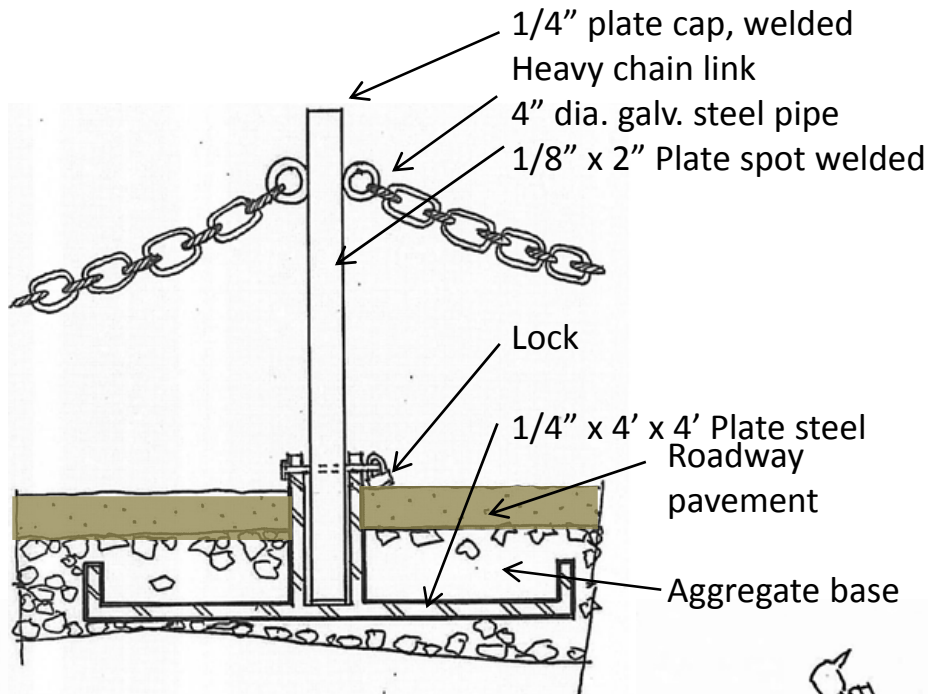
Seat rail on deck
The Sea Ranch



Observation Deck

La Jolla Coastwalk, Goldfish Point

Removable bollards for seasonal fixed-wing sailplane runway



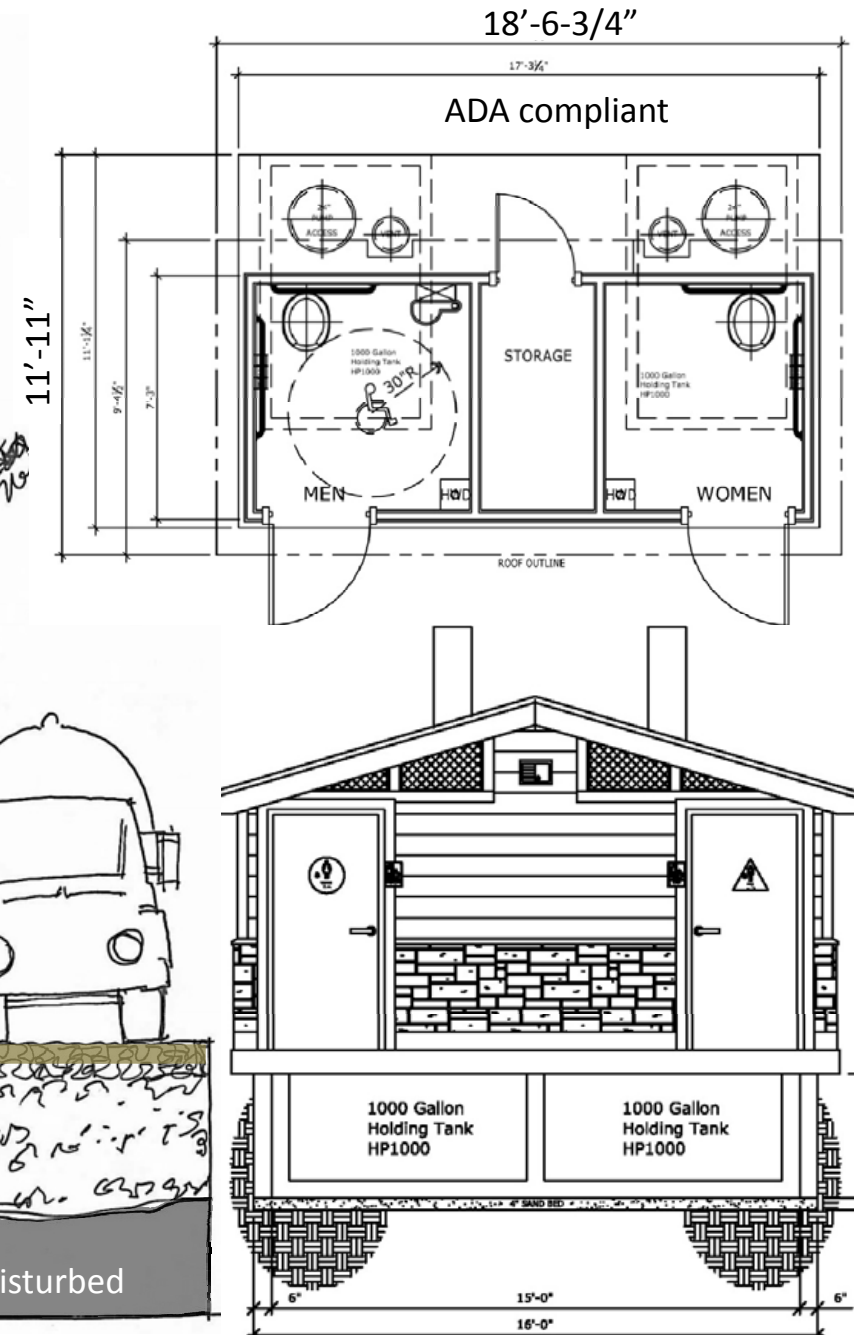
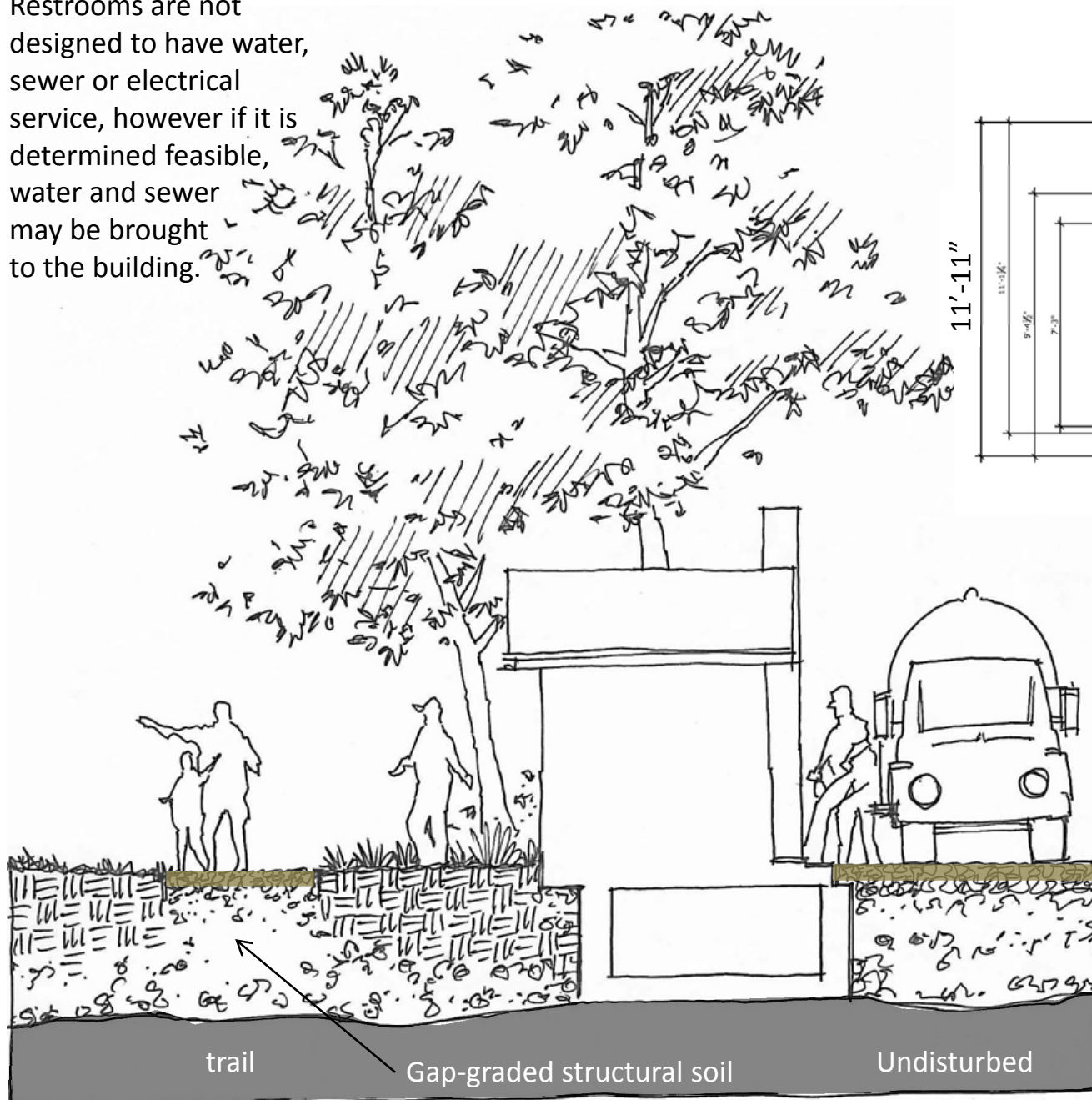
Support Facilities – components to be shared by all users

PARK PLAN

The park restrooms are pre-manufactured and set onto the site.

Restrooms are not designed to have water, sewer or electrical service, however if it is determined feasible, water and sewer may be brought to the building.

Restrooms



TORREY PINES CITY PARK

GENERAL DEVELOPMENT PLAN

DRAFT

Appendices	page
A. Bibliography	46
B. Cultural Resources	47

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- City of San Diego, University Community Plan, July 7 1987, August 10, 2006
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- UCSD, CEQA Findings, Sanford (San Diego) Consortium for Regenerative Medicine Facility, San Diego Campus, November 18, 2008
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Cultural Resources

BRIEF SITE HISTORY (DRAFT)

Kumeyaay Period:

In 1769 the Spanish documented the aboriginal territory of the Kumeyaay to reach from the San Luis Rey River south into Mexico, from the coast to the desert. This area is recognized by the state of California and the U.S. government to have been continuously occupied by the Kumeyaay, with particular concentrations within the San Dieguito River corridor and Torrey Pines Mesa.

Spanish Period:

18th century Spanish sailors used the landmark of the Torrey Pines bluffs for navigation, naming it ‘Punta de los Arboles’—Point of Trees. (Schaelchlin)

1850 *Pinus Torreyana* was identified by botanist Dr. Parry during an international boundary survey expedition. He named the genus after his noted botany professor at Columbia University, Dr. John Torrey. (Schaelchlin)

1889 The *Coast Pilot* publication referred to the same area as ‘Pine Hill’. *As this is the only pine-covered hillock for miles along this coastline, it is an important landmark to vessels that are running close along shore in foggy weather.* (Schaelchlin)

1899 The first Torrey Pines City Park reservation consisted of 369 acres of Pueblo lands by city ordinance; subsequent ordinances added another 600 acres. (Marston)

Ordinance 648 declared Pueblo Lots 1332, 1333, 1336, and 1337: *the same shall forever be held in trust by the municipal authorities as a free and public park.* (Schaelchlin) (Note: Does not include current City Park Pueblo Lots 1325 and 1324.)

1908-12 A tract of 200 acres, Pueblo Lots 1338 and 1339, containing the choicest Torrey pines was purchased and bequeathed to the city in the will of Miss Ellen B. Scripps, 1836-1932. (Marston) (Schaelchlin)

1921 Botanist, and naturalist, Guy Fleming was appointed by Miss Scripps and the City Park Commission as the first custodian of the park. (Marston)

1922 Noted Los Angeles landscape architect, Ralph D. Cornell, was commissioned by Miss Scripps to generate a master plan for the Torrey Pines City Park. His emphasis was: design “Restraint”, respect for the natural landscape and open spaces, and great deference to the rare species, *Pinus Torreyana*. (Marston)

1922-23 Torrey Pines Lodge built, funded by Miss Scripps and designed by architects Requa & Jackson. (State Parks)

1924 Pueblo lot 1340 was added at the recommendation of the City Park Commission, bringing the total to approximately 1000+ acres. (Schaelchlin) The boundary covered the area from approximately the bluffs above the San Dieguito Lagoon to south of what is now Genesee Avenue.

Further to the south the City passed Ordinance #0-9549 that included Pueblo Lots 1324 and 1325 as City Park (current City Park land), *“to reserve forever the said lands and the (unreadable) frontage thereof within said limits for the public use and enjoyment and to that end to have said lands reserved and dedicated forever to the public use as and for a public park as an addition to and extension of Torrey Pines Park. . . .”*

Cultural Resources

- 1920-30 Lands along Highway #101 (Torrey Pines Road) were leased by various owners for agricultural interests in annual crops.
- 1930 Charles Lindbergh and his sailplane, the *Good Ship Anne*, launched off Mount Soledad, flew over La Jolla Shores and then flew north landing on the beach at Del Mar. He set a 'Western Regional Distance Record' and the flight was regarded as, 'the most spectacular glider flight ever made in this section'. *"Most significantly, Lindbergh's flight represented the earliest recorded use of the lift along the cliffs at Torrey Pines by a pilot in a true sailplane."* (Fogel)
- 1937 The City of San Diego issued the first lease of the gliderport to the Associated Glider Clubs of Southern California, AGCSC. (Fogel)
- 1938 The first annual glider meet of the Associated Glider Clubs of Southern California. At the three-day dedication event 2000 feet of dirt runways were graded. More than 1000 spectators were on scene. (Fogel)
- 1939 The gliderport land was dedicated by then City of San Diego Mayor Percy Benbough. (Fogel)
- 1940-45 WWII - Camp Callan built for anti-aircraft artillery training. Named in honor of Major General Robert E. Callan (1864-1936), a distinguished Coast Artillery Officer who served during the Spanish American War. The camp was approximately 1200 acres located between Genesee Avenue and Torrey Pines Road adjacent to Highway 101. It consisted of 297 buildings, covering 23 blocks, with 5 post exchanges, 3 theatres, and 5 chapels serving about 15,000 personnel at one time. (Coast Defenses) Gliderport activities were suspended during this installation.
- After the war the camp buildings and infrastructure were bought by the City and moved to various sites. All materials were recycled, sold, or salvaged. A few remnants can be found on site.
- 1949 Landscape Architect Ralph Cornell returns and authors a second plan that would concentrate of programmatic issues, which included; the formation of a Board of Counselors; the preparation of a master plan; establishment of a maintenance policy; a financial plan; and an enforcement plan.
- Guy Fleming generates a map outlining areas of protection for the Torrey Pines tree clusters and areas of open space.
- 1950 The Torrey Pines Association (TPA) was founded by Guy Fleming for the conservation and protection of Torrey pines. (State Parks)
- 1956 The Regents of the University of California authorized a San Diego campus. By a vote of the citizens of San Diego 59 acres closest to the Scripps Institute was transferred to the Regents. The Regents subsequently requested an additional 550 acres of land northeast of Scripps and 500 acres of Camp Matthews, a U.S. Marine Corps rifle range adjacent to the site. (Stadtman)
- Ballot measure Propositions 'I' and 'M' conveyed portions of Pueblo Lot 1324. Prop 'I' conveyed 1000 acres to the state for the Torrey Pines State Park. Prop 'M', a smaller portion went to UCSD without a requirement for park use, which included the gliderport, often referred to as the 'Torrey Flight Park'. Both measures passed with a 2/3 thirds vote. (City Attorney letter to Fogel 1992)

Cultural Resources

- 1956-59 Guy Fleming becomes the new Torrey Pines state park's first superintendant. 100 acres to the south were retained by the city for the Torrey Pines Golf Course. (Stadtman)
- 1958-60 The election in 1958 secured the Regent's request for additional property. In 1960 the City of San Diego and UC Regents approved construction for the new campus. (Stadtman)
- 1981 A Park Master Plan was generated for the remaining acreage of Torrey Pines City Park south of the State Park encompassing the Torrey Pines Gliderport. The plan was never executed. (City of San Diego)
- 1992 Torrey Pines Gliderport was designated a National Landmark by the National Soaring Museum and Soaring Society of America. (Fogel)
- 1992 Torrey Pines Gliderport listed on the City of San Diego Historic Register, Site #315. (HRB)
- 1993 Torrey Pines Gliderport listed on the National Register of Historic Places. (NPS-NHRP)
- 1998 Torrey Pines Lodge listed on the National Register of Historic Places. (NPS-NRHP)
- 2007 Torrey Pines State Park name was changed to Torrey Pines State Natural Reserve. (State Parks)

Sources:

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- San Diego County Cartography Department
- San Diego Historical Society Archives

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- www.sandiego.gov/planning/programs/historical
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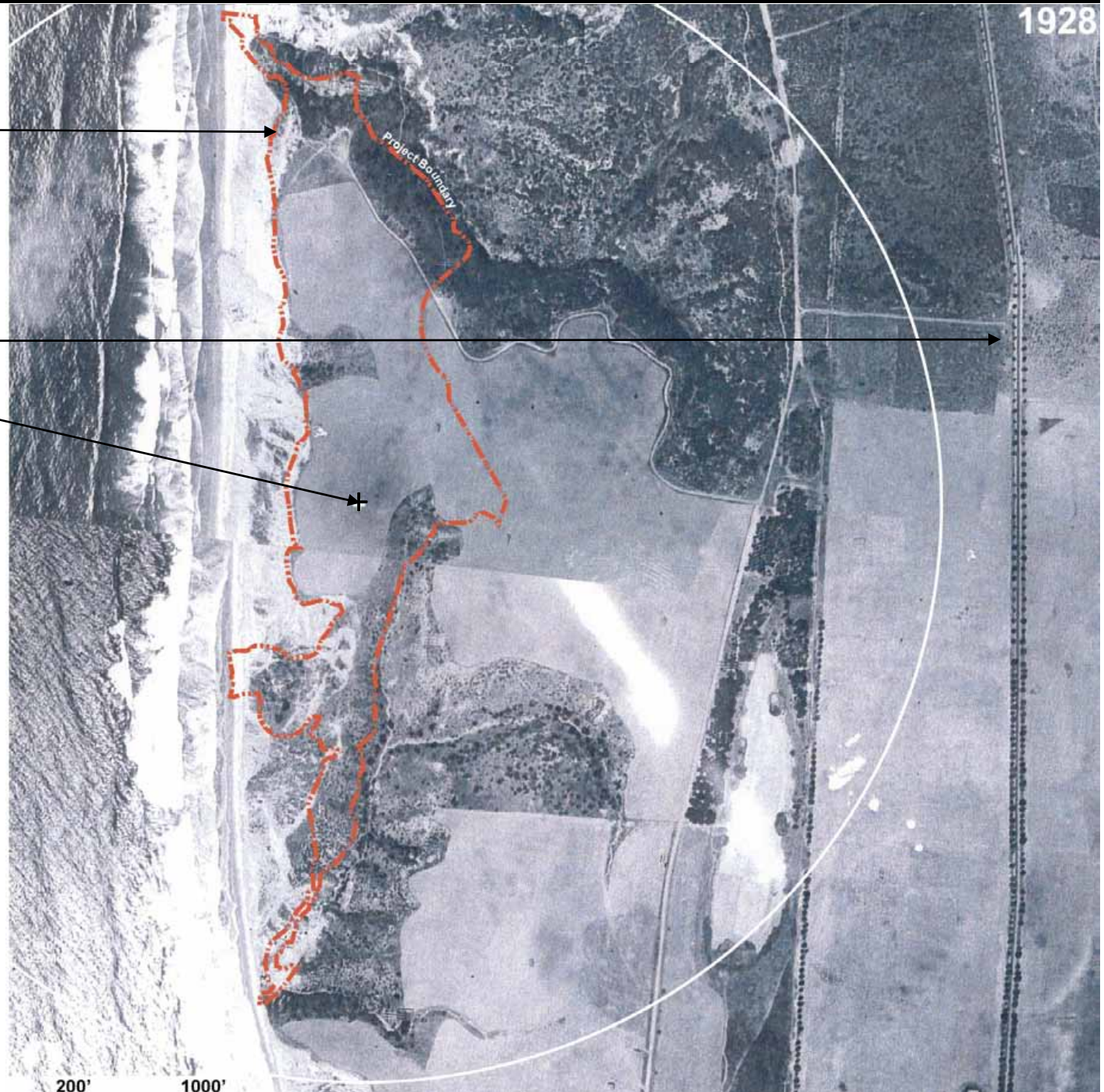
General Development Plan
boundary

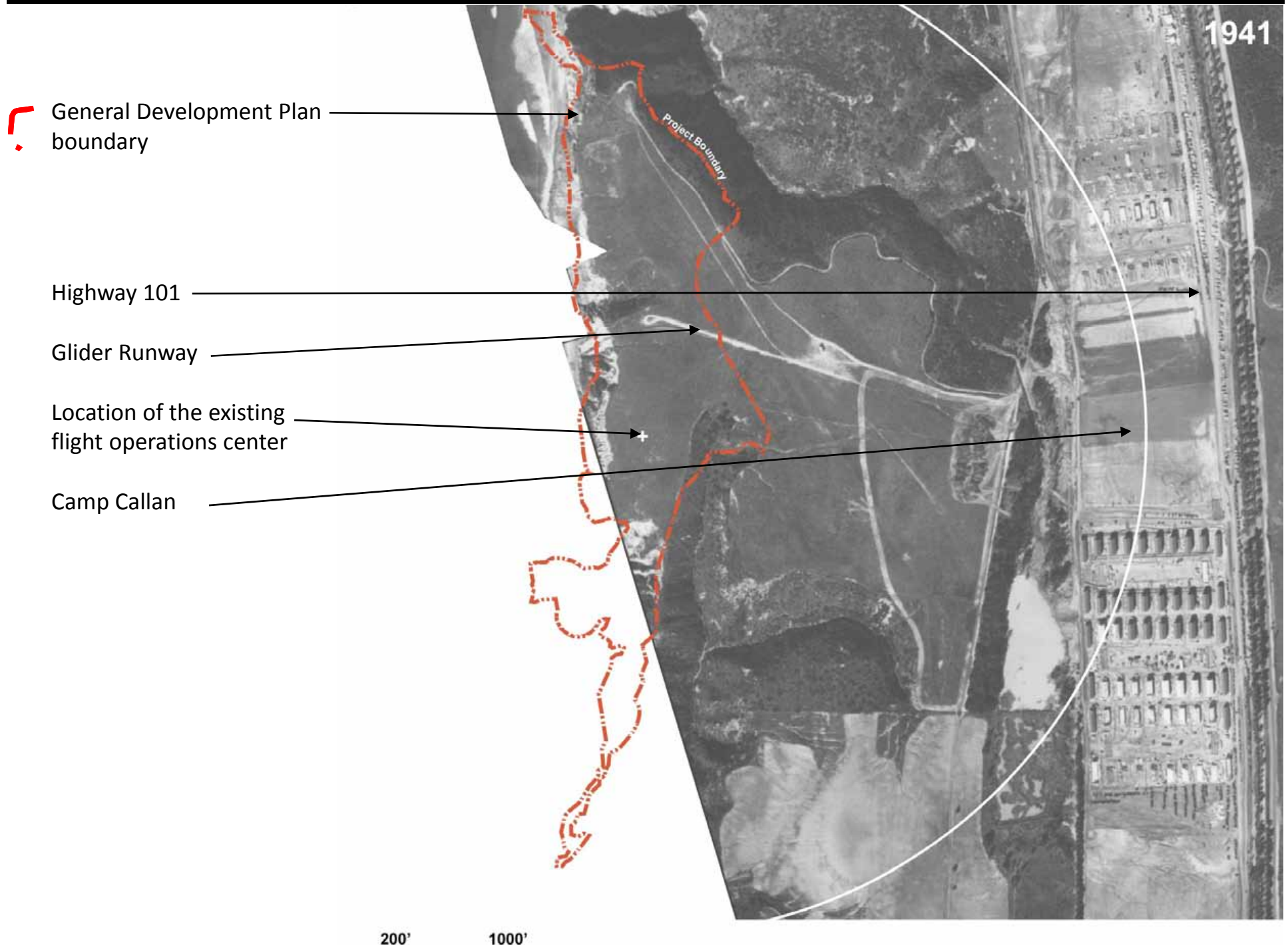
Highway 101

Location of the existing
flight operations center



*Anne Morrow Lindbergh in a Model
A Albatross, (Charles on the ground)
launched from Mt. Soledad Pines,
January 1930.*







General Development Plan
boundary

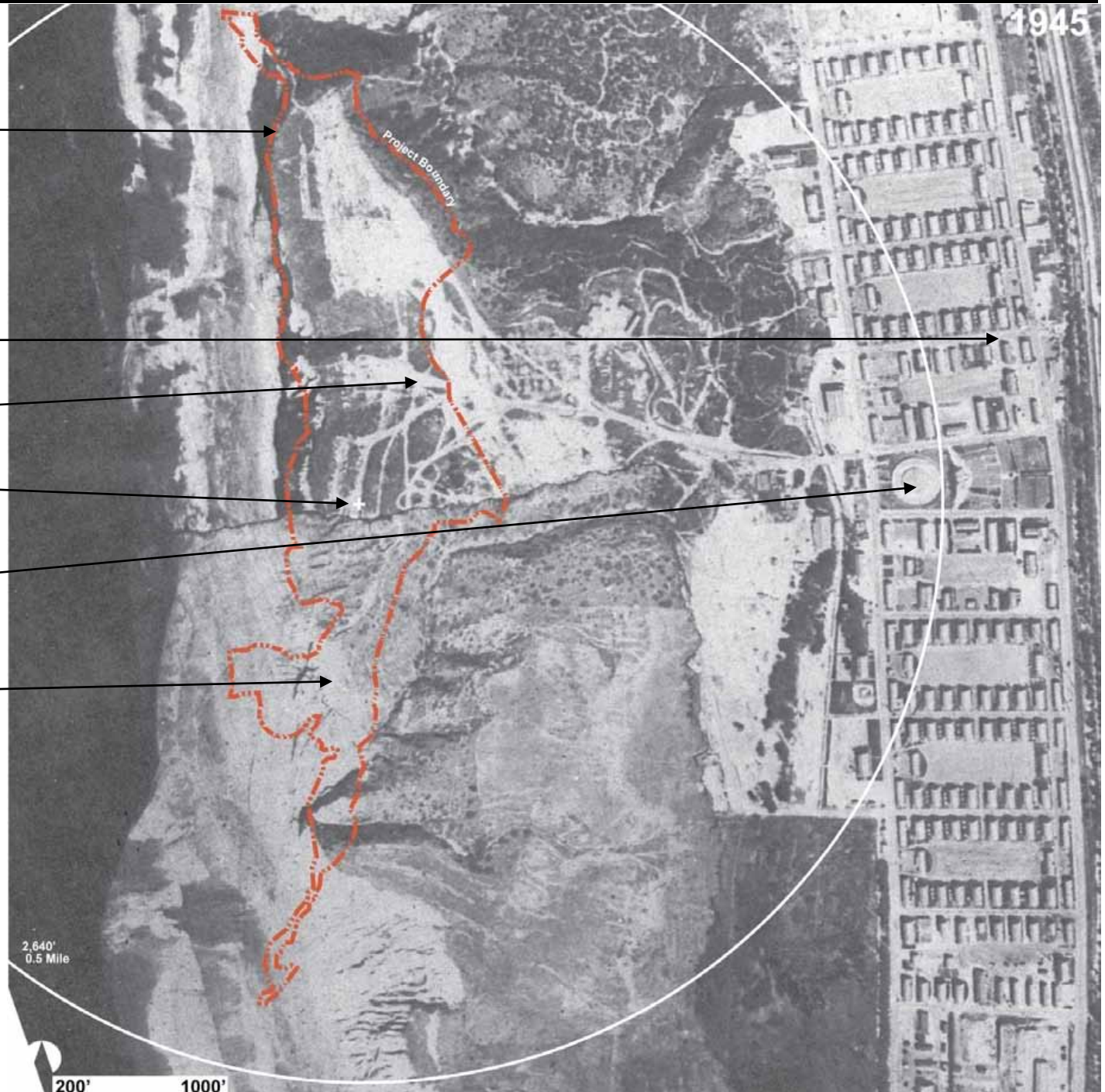
Highway 101

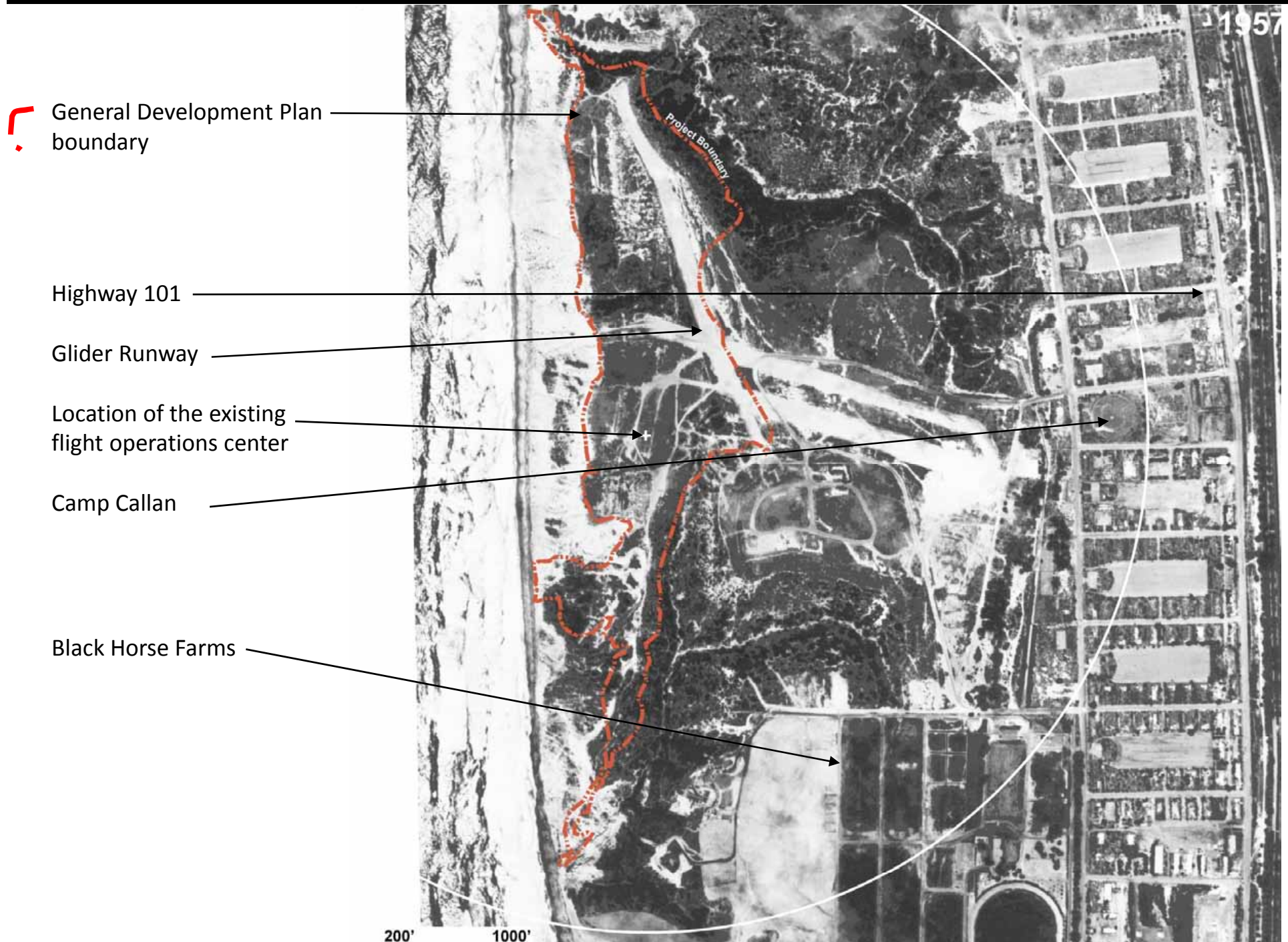
Glider Runway

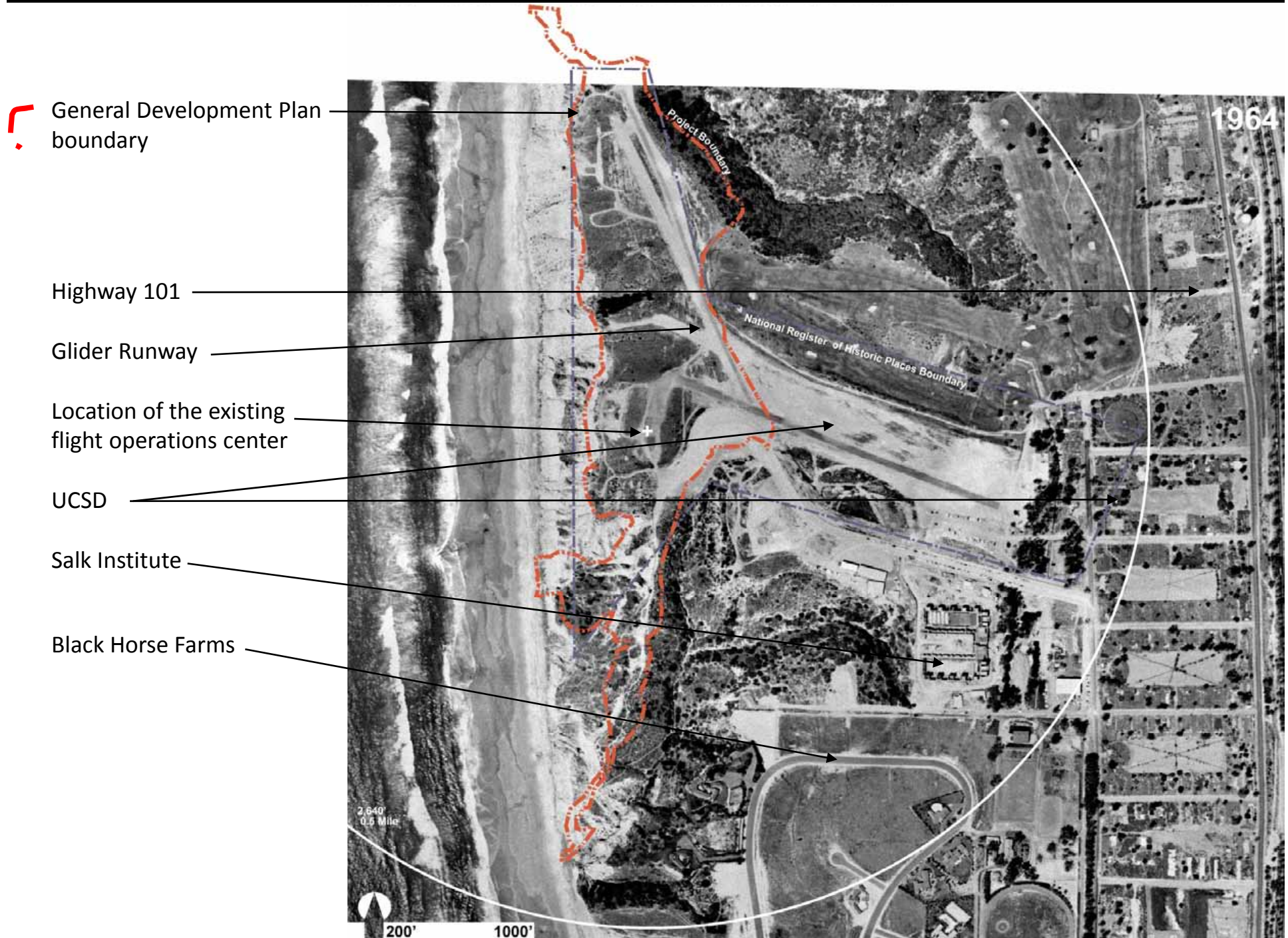
Location of the existing
flight operations center

Camp Callan
water tank, amphitheater

Military Secrets
Camp Callan Artillery
Battalion









General Development Plan
boundary

Highway 101

Glider Runway

Location of the existing
flight operations center

UCSD

Salk Institute

North Torrey Pines Rd.

Black Horse Farms

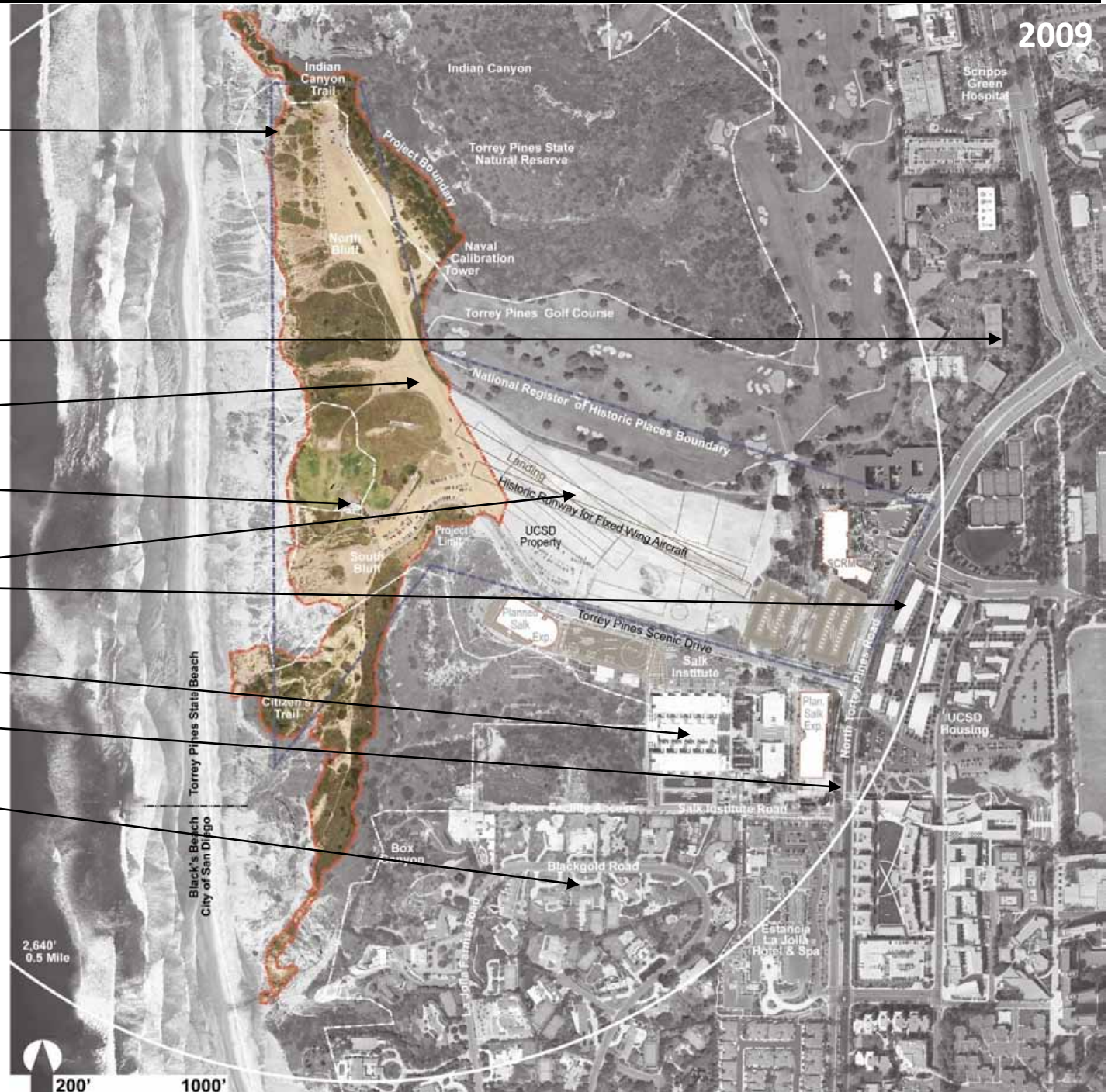


EXHIBIT “D”
REQUIRED IMPROVEMENTS (SET FORTH IN FURTHER DETAIL IN THE GDP)

Within Lease Area:

1. Flight Operations Center
 - Flight Retail
 - Meeting/Classroom
 - Food Service (Café)
 - Flight Storage
2. Pilot Parking (30 Spaces)
3. Take-off/Landing Setup Area
4. Hang Glider Tie-Downs
5. Radio-controlled Flight Pit and Landing Area
6. Fixed Wing Winch Site
7. Exterior Storage
8. Flight Observation Area
9. Web Camera
10. Weather Station
11. Interpretative Program and Signage (see page 35 of GDP)
12. One Restroom Building
13. Landscaping and Habitat Restoration Required for Development

Within License Area:

1. Approximately 425 Feet of Emergency Runway
2. Parking (Approximately 72 Spaces)
3. Removable Bollards for Seasonal Fixed Wing Sailplane Runway
4. Habitat Restoration Required for Development
5. Park Monument Signage
6. Lithwick Fill
7. Landscaping of Graded Areas

EXHIBIT "E"
WORK FORCE REPORT



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

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

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

Name of Company CEO: _____

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

Address: _____

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

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

Type of Business: _____ Type of License: _____

The Company has appointed: _____

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

Address: _____

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

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of _____

(Firm Name)

_____ hereby certify that information provided

(County)

(State)

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

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

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

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

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

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

Grand Total All Employees

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

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

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

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	<div></div>													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

EXHIBIT “G”
CREDIT INFORMATION REQUEST

CREDIT INFORMATION REQUEST

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

- 1) Employment history dates, titles, income, hours worked.
- 2) Banking (checking and savings) accounts of record.
- 3) Mortgage loan rating (open date, high credit, payment amount, loan balance, and payment).
- 4) Any information deemed necessary concerning a consumer credit report for my loan application.
- 5) This information is for the confidential use in compiling a credit report.
- 6) A facsimile, photographic or carbon copy of this authorization (being a facsimile, photographic or carbon copy of the signature(s) of the undersigned), may be deemed to be equivalent of the original and may be used as a duplicate original.

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

EXHIBIT ‘F’

CITY OF SAN DIEGO

**LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES OF MORE THAN FIVE YEARS**

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

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

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

Exact name of existing Lessee (always complete):

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

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

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

Date this Questionnaire completed: _____, _____.

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: _____

Title: _____

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

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

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

Telephone No.: _____ Fax. No.: _____
E-mail Address: _____

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

Telephone No.: _____ Fax. No.: _____

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

Sole Proprietorship (); Partnership (); Corporation ();
Limited Liability Company (); Other _____

Explain if necessary:

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

PARTNERSHIP STATEMENT

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

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

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

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

General/Limited	Name	Address	Share %

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

CORPORATION STATEMENT

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

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____
5. The corporation is held:
a. Publicly () Privately ()
b. If publicly held, how and where is the stock traded?

6. Please list the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of Common Stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____
7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____
Title: _____
Address: _____

No. of Shares: _____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

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

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

LIMITED LIABILITY COMPANY STATEMENT

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

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

Manager/Officer/ Member	Name	Address	Share %

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

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

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

OTHER INFORMATION

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

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

REFERENCES FOR PROPOSED (SUB)LESSEE

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

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

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

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

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

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

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

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

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

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

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

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

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

Previous Address	_____

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

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

Date _____ Signed _____

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

METHOD OF OPERATION

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

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on tidelands in excess of \$100,000. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

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

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

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

EXPERIENCE STATEMENT

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

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

(NOTE: Complete this page only if the transaction involves a Lease transfer, or the transfer of a Sublease having a remaining term of more than five years.)

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

**EXHIBIT “H”
CERTIFICATION
Contractor Standards Pledge of Compliance**

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
Yes No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
Yes No

If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: ____/____/____ State of incorporation: _____

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Is your firm a publicly traded corporation? Yes No

If Yes, name those who own ten percent (10 %) or more of the corporation's stocks:

Limited Liability Company Date formed: ____/____/____ State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ____/____/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ____/____/____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
Yes No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
Yes No

If Yes, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
Yes No

If Yes, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
Yes No

If Yes, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
Yes No

If Yes, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
Yes No

If Yes, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

L. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

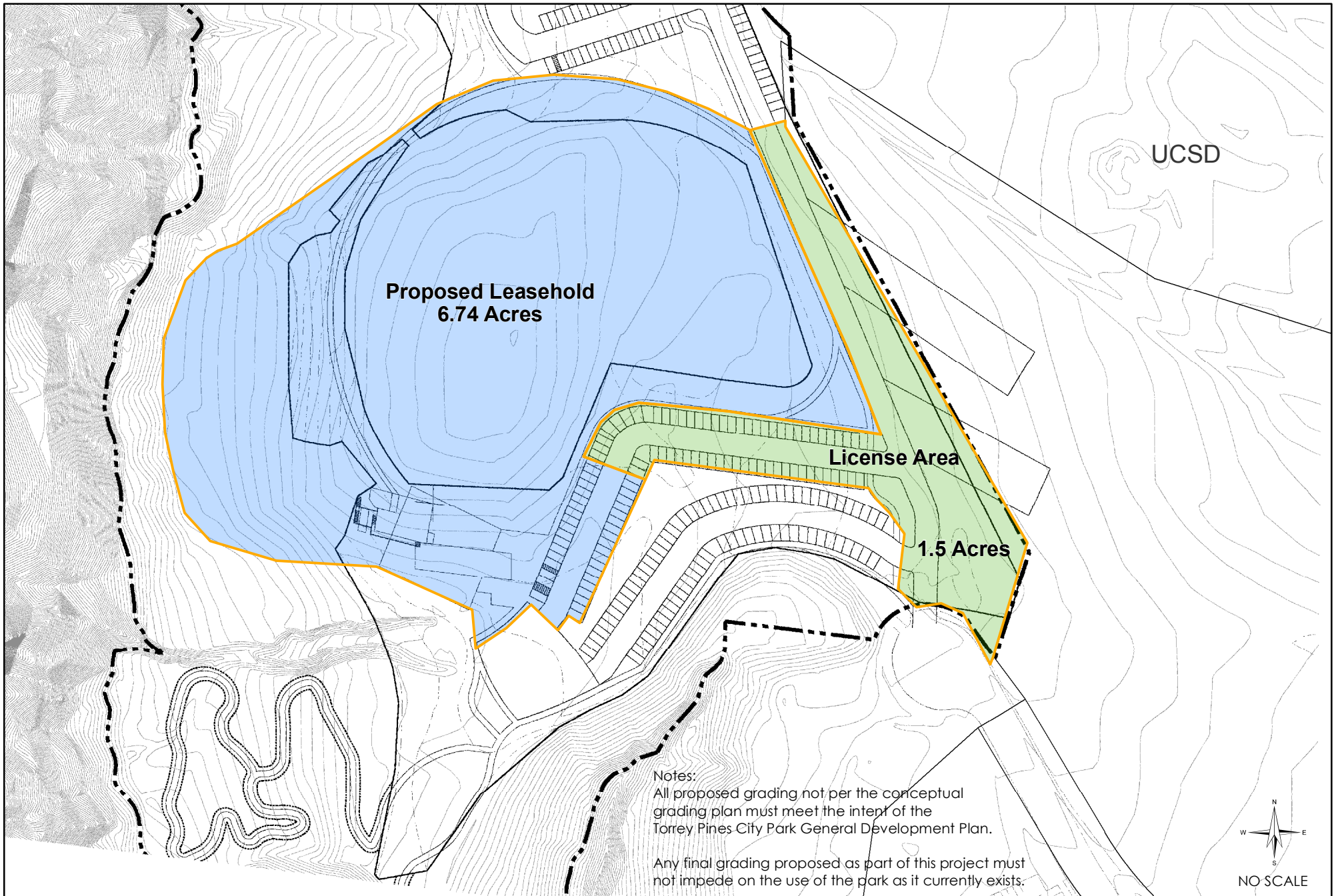
I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Print Name, Title

Signature

Date

**EXHIBIT “T”
GRADING PLAN**



Date: 4/27/2016 Path: L:\GIS\PGIS\Community Planning\TorreyPines\CPA_PROJECTS\TorreyPines_Park_2016.mxd



Torrey Pines City Park - Grading Plan

CITY OF SAN DIEGO

SanGIS
SanGIS is a web-based GIS application that provides a user-friendly interface for viewing and analyzing spatial data. It is designed to be used by non-technical users and is accessible from any web browser. The application is hosted on a secure server and is updated regularly with the latest data and features. For more information, please visit the SanGIS website at www.sandagis.org.