Appendix B-3: Tennessee Valley Draft Lease

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

GOLDEN GATE NATIONAL RECREATION AREA
TENNESSEE VALLEY STABLES
EQUESTRIAN STABLES OPERATION

Lease No. L-GOGA013-14

_
[SELECTED OPERATOR NAME]

COVERING THE PERIOD OF [LEASE EFFECTIVE DATE] TO [LEASE EFFECTIVE DATE + 10 YEARS]

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Tennessee Valley Stables Lease
L-GOGA013-14

THIS LEASE is made and entered into by and between the United States Department of the Interior, acting through the National Park Service, an agency of the United States of America (Lessor), and _____, (Lessee).

WITNESSETH THAT:
WHEREAS, Congress designated Golden Gate National Recreation Area as a unit of the national park system;
WHEREAS, the Park Area contains property that has been determined suitable for leasing under 36 Code of Federal Regulations Part 18;
WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations; and
WHEREAS, the Lessee desires to lease the property on the terms and conditions set forth in this Lease;
NOW THEREFORE, in consideration of their mutual promises, the Lessor and Lessee hereby agree as follows:

Section 1. DEFINITIONS
As used in this Lease, the following defined terms are applicable to both singular and plural forms.

1.1. **Administrative Costs –**expenses incurred by the National Park Service for planning, compliance, design, construction, and inspection of Lessee activities and Improvements; building and construction permit issuance; construction inspection services; and review of Lessor-contracted Professional Services.

1.2. **Alterations –**any construction, modifications, rehabilitation, reconstruction, and/or restoration of the Premises other than Initial Improvements.

1.3. **Additional Rent** is defined in Section 5.1(a) of this Lease.

1.4. **Applicable Laws –**all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations (that are applicable by their own terms to the Premises or the Lessee), even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Part 18 and the Park Area's General Management Plan, environmental laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, alteration, repair or restoration of any of the Premises, even if compliance

therewith necessitates structural changes to the Premises or results in interference with the use or enjoyment of all or any portion of the Premises.

1.5. **Annual Rent –**the annual fixed rent to be paid to Lessor by Lessee under Section 5.

1.6. **Assignment -** the transfer, whether it is direct or indirect, voluntary or by operation of law, assignment, sale, or conveyance, of the Lessee's leasehold estate, or the Lessee's rights under this Lease in whole or part. Such transfer may be designated as a sale, a conveyance, or an assignment. The sale, conveyance, or assignment (including by consolidation, merger or reorganization) of a controlling interest in the Lessee (if such entity is a corporation), or any sale or other transfer of a controlling interest in the partnership interests (if such entity is a partnership), whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of underlying partnership or corporate ownership interests, is an Assignment. For a corporate entity, the term "controlling interest" means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneur, "controlling interest" means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

1.7. **Best Management Practices –**stables management guidelines that promote safe and environmentally sustainable operations

1.8. **Boarding** –a business relationship wherein a private horse owner pays a fee to keep their horses at a stable.

1.9. **Component Renewal -** projected or expected replacement of an asset or component system at the end of its useful life (also sometimes known as its serviceable life). Examples of component renewals include roof systems, utility components, pavement, mechanical systems and electrical systems, and other major dynamic equipment. Component renewal includes the deconstruction of the existing system or system components and replacement with a new system of equal capability and performance. These actions recur on a periodic cycle of greater than seven years and may include corrective measures mandated by Applicable Laws so that assets and component systems comply with codes and regulations.

1.10. **CPI-** is defined in Section 5.3 of this Lease.

1.11. **Dry Season** –the period from approximately May 1- October 1 each year when rain is infrequent in Marin County.

1.12. **Encumbrance –**the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee's interest or rights under this Lease and/or the Premises or Lessee's leasehold estate.

1.13. **Environmental Damages –** means all claims, demands, damages, injuries, losses, penalties, fines costs (including reasonable consultant fees and expert fees), liabilities, causes of action, judgments, expenses and the like, of any nature whatsoever and by whomever made, incurred at any time after Lessor leases and lets the Premises to the Lessee that relate to the presence or release of any Hazardous Material in, under or into the air, buildings, paved surfaces, sanitary sew3ers, surface water, or land at, on, about, under or within the Premises and to the extent that they arise directly or indirectly from or in connection with the use of Premises by Lessee, Lessee's agents, employees, guests, visitors, invitees, and other persons or entities under the control of Lessee during the Term. Notwithstanding the foregoing, in no event will Lessee have any responsibility for Pre-existing Hazardous Materials except to the extent: (i) Lessee or its agents' or other persons or entities under the control of Lessee negligence or willful misconduct causes an exacerbation or migration of such Pre-existing Hazardous Materials, or (ii) Tenant or it agents' or other persons entities under the control of Lessee, cause additional damage to the environment beyond such Pre-existing Hazardous Materials.

1.14. **Expiration Date –**the last day of the Lease Term as stated in Section 4 of this Lease.

1.15. **Fiscal Year-** the Lessee's operating fiscal year for accounting purposes.

1.16. **FF&E –**all furniture, fixtures and equipment in or on the Premises.

1.17. **Gross Receipts –**the total revenue received from all income sources during an accounting period. This amount is not reduced by any costs or expenses.

1.18. **Hazardous Materials –**any material or other substance: (a) that requires investigation or correction under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that, without limitation of the foregoing, contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that, without limitation of the foregoing, contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) without limitation of the foregoing, contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-Existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

1.19. **Hazardous Materials Occurrence –**any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any hazardous materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.

1.20. **Historic Property –**building(s) and land located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

1.21. **Improvements –** refers collectively to any Alterations and Initial Improvements.

1.22. **Initial Improvements –**the construction, modifications, rehabilitation, reconstruction, and/or restoration of the Premises as may be described in Section 10 of this Lease that the Lessee is required to make at the commencement of this Lease.

1.23. **Interest Rate –**the percentage of interest charged based on the current value of funds to the United States Treasury that is published annually in the "Federal Register" or successor publication.

1.24. **Inventory and Condition Report –**the document contained in Exhibit D to this Lease that describes the FF&E in the Premises and the condition of the Premises (including FF&E) as of the Lease Effective Date.

1.25. **Lease Effective Date –**the first day of the Lease term as stated in Section 4 of this Lease.

1.26. **Lease Term –** is the term of this Lease as stated in Section 4 of this Lease.

1.27. **Lease Year –**a year of the Lease Term. The first Lease Year shall commence on the Lease Effective Date and shall end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year shall commence on the next day following the expiration of the preceding Lease Year, and shall end on the expiration of the twelfth full calendar month following thereafter, or on the last day of the Lease Term, whichever occurs first.

1.28. **Maintenance and Repair Reserve-** is defined in Section 5.4 of this Lease.

1.29. **Maintenance Plan-** is defined in Section 12.2 of this Lease.

1.30. **Notice of Default –**an instrument in writing from the Lessor to the Lessee providing notice that the Lessee is in default of the lease.

1.31. **NPS 28 -** the National Park Service document entitled "Cultural Resource Management Guideline" which is hereby made a part of this Lease by reference.

1.32. **Park Area -** Golden Gate National Recreation Area.

1.33. **Part 18 -** Part 18 of Volume 36 of the Code of Federal Regulations, that is hereby made a part of this Lease by reference.

1.34. **Personal Property –**all furniture, fixtures, equipment, appliances, and apparatus placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

1.35. **Pre-existing Hazardous Materials –**hazardous materials (including storage tanks) that existed in, on, or under the Premises or other Park Area property prior to the Lease Effective Date.

1.36. **Premises –**the property of the Park Area that is described in Section 2 of this Lease.

1.37. **Preservation Maintenance Plan –** is a document that sets forth a plan for the Lessee's repair and maintenance of Historic Property.

1.38. **Preventive Maintenance-** planned, scheduled periodic activities (within a year) on selected equipment, typically includes inspection, lubrication, and minor adjustment.

1.39. **Professional Services--** consultation or inspection work requiring specialized education, knowledge, judgment, skill, or certification.

1.40. **Public Equestrian Program -** free or fee-based program that provides participants an opportunity to ride or meaningfully interact with a horse, is not restricted to membership in an organization, and does not require that a participant provide their own horse.

1.41. **Recurring Maintenance –**planned work activities that recur on a periodic cycle of greater than one year and less than seven years to sustain the useful life of an asset. Typical projects include, but are not limited to, painting, pump and motor replacement, cleaning, repair and replacement of the lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

1.42. **Rent -** the rent to be paid to Lessor by Lessee described in Section 5 of this Lease and any Additional Rent this Lease may require.

1.43. **Repair –**work to restore damaged or worn-out property to a normal operating condition. Repairs are curative rather than preventative work.

1.44. **Secretary's Treatment Standards –**the Secretary of the Interior's Treatment Standards for Historic Property (36 Code of Federal Regulations Part 68) that are hereby made a part of this Lease by reference.

1.45. **Sublease -** an agreement under which the Lessee grants a person or entity (a Sublessee) the right to use, occupy, or possess a portion of the Premises.

1.46. **Termination Date –**the date this Lease may be terminated or cancelled in accordance with its terms prior to the Expiration Date.

1.47. **Visiting Horses—**horses staying on Premises overnight for a period not to exceed seven (7) consecutive nights.

Section 2. LEASE OF PREMISES

2.1. **Lease of Premises; Reservation of Rights**

(a) The Lessor hereby leases and demises to the Lessee under the authority of Part 18, and the Lessee hereby leases, upon and subject to the covenants and agreements contained in this Lease, from the Lessor, the Premises described as follows:

Tennessee Valley Stables, located on Tennessee Valley Road in the Marin Headlands, within Golden Gate National Recreation Area. The Assignment, more thoroughly described in **Exhibit A**, is an equestrian stables comprised of seven (7) buildings and approximately 7.3 acres of land bounded by the Tennessee Valley Trailhead to the west, and an unnamed seasonal creek to the south.

(b) Subject to all Applicable Laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise; and

(c) Excepting and reserving to the Lessor the right, at reasonable times and (except in case of emergency) following advance notice to the Lessee, to enter and to permit any governmental agency, public or private utilities and other persons to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the Lessor and to close the Premises when immediate danger to life or property is discovered;

(d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights applicable to the Premises;

(e) Excepting and reserving to the Lessor the right to allow Lessor and park visitors access to the Premises, including use of the Old Spring Trail which runs through the Premises; and

(f) Excepting and reserving to the Lessor the use of the interior of facility TV-101, unless Lessee completes to improvements required for occupancy of TV-101, included in Section 10.3 of this lease, and is issued a Certificate of Occupancy.

2.2. Waiver

The Lessee hereby waives any claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions taken for the management and protection of the Park Area's resources and visitors.

2.3. Easements

Nothing contained in this Lease shall give or be deemed to give the Lessee a right to grant any type of easement or right-of-way affecting the Premises. Lessor agrees to execute, if otherwise appropriate as determined by the Lessor, such easements for utilities as Lessee shall require in connection with the use and operation of the Premises.

2.4. Ownership of the Premises

This Lease does not vest in the Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the Lessor.

2.5. Historic Property

The Premises (or portions of the Premises) are Historic Property.

Section 3. ACCEPTANCE OF THE PREMISES

3.1. As Is Condition of the Premises

The Lessee agrees to lease the Premises in their existing "as is" condition and acknowledges that in entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee's use and occupancy of the Premises, or hazardous materials on or in the vicinity of the Premises.

3.2. Lessee's Due Diligence

Prior to entering into this Lease, the Lessee in the exercise of due diligence has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

3.3. Inventory and Condition Report

In the exercise of its due diligence, Lessee has taken into account the Inventory and Condition Report (**Exhibit D**) and acknowledges that it is complete and accurate.

Section 4. LEASE TERM AND ABANDONMENT

4.1. Lease Term

The Lease Term shall be a period of ten (10) years commencing on _____ (Lease Effective Date) and expiring on _____ (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date); provided, however, that if the Lessee fails to timely complete Initial Improvements in accordance with the Construction Documents, this Lease shall be for a term of four (3) years, expiring on _____ (4 years from lease effective date) unless terminated earlier in accordance with its terms.

4.2. Abandonment

The Lessee shall occupy the Premises during the entire Lease Term. If it fails to do so, the Lessee may be determined as in Default for abandoning the Premises. Occupancy is not required if the Lessor determines it infeasible because of the construction of Improvements.

Section 5. RENT

5.1. Net Lease and Rent Payments

(a) In addition to all other amounts and charges due under this Lease, Lessee shall pay Lessor herein, in lawful money of the United States of America, without any abatement, deduction, counterclaim, set-off or offset, an absolute net rental ("Rent"). As used in this Lease, the term "Rent" shall include Annual Rent and Additional Rent. The term "Additional Rent" shall include Administrative Costs, any reserves required pursuant to this Lease, and/or any and all other charges and other amounts whatsoever payable by Lessee pursuant to this Lease. Lessee shall pay all costs, expenses and charges of every kind and nature relating to the Premises, as described in section 12.1(g).

(b) All Rent payments consisting of $10,000 or more shall be remitted to the National Park Service via Electronic Funds Transfer.

(c) An interest charge and/or additional late penalties may be assessed by Lessor on overdue Rent payment amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the specific payment periods provided for below. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. Lessor may also impose penalties for late Rent payments to the extent authorized by Applicable Law, including a five percent (5.0%) penalty on any overdue amounts to cover administrative costs. Lessee agrees that such amount is a reasonable estimate of the loss and expense to be suffered by Lessor as a result of such late payment and Lessee agrees to the penalty to defray such loss and expense.

(d) Under no circumstances or conditions, whether now existing or hereafter arising, and whether or not beyond the present contemplation of the Parties, shall Lessor be expected or required to make any payment of any kind whatsoever with respect to the Premises or be under any obligation or liability except as expressly set forth in this Lease.

5.2. Annual Rent

During the Lease Term, Lessee shall pay to Lessor Annual Rent for the Premises in the aggregate annual amount of twenty-two thousand eighty dollars ($22,080) ($) (as adjusted for CPI) payable in advance in equal monthly installments on the first day of each calendar month. Monthly rent payments shall be waived for the first one (1) month of Lease Term. *[Annual Rent amount will be adjusted if Offeror's Proposal offers a higher Annual Rent]*

5.3. CPI Adjustment

The Annual Rent will increase effective as of the beginning of the second Lease Year and annually thereafter during the Lease Term to reflect the proportionate cumulative increase in the CPI, if any, for the most recent twelve (12) month period preceding the previous lease year and for which data has been published and made available prior to the beginning of the applicable Lease Year. For purposes of this section, CPI means the United States Department of Labor, Bureau of Labor Statistics, All Urban Consumers, All Items for the San-Francisco-Oakland-San Jose Area Bay Area Average Consumer Price Index, or if such index is no longer published, a successor or substitute index designated by the Lessor, that shows changes in consumer prices in the locale of the Park Area.

5.4. Maintenance and Repair Reserve

(a) Commencing on the Lease Effective Date, Lessee shall establish and maintain a segregated, interest-bearing bank account (the "Maintenance and Repair Reserve"). Lessee shall deposit five percent (5.0%) of the preceding quarter's Gross Receipts into the Maintenance and Repair Reserve. Such amounts shall remain and accrue in the account until expended, as allowed for below.

(b) The Maintenance and Repair Reserve shall be established and maintained for the benefit of the Premises solely for the purpose of holding reserves to be used for the Repair, Preventive Maintenance, Recurring Maintenance, and Component Renewal obligations on the Premises. Notwithstanding anything in the foregoing to the contrary, the Maintenance and Repair Reserve shall not be used for housekeeping or grounds keeping activities. The Maintenance and Repair Reserve is intended as a minimum maintenance investment and does not indicate a projected cost of maintaining the Premises. Nothing in this Section 5.4(a) shall reduce or eliminate Lessee's obligation to perform maintenance with funds other than those in the Maintenance and Repair Reserve. Withdrawals from the Maintenance and Repair Reserve shall not be made without the Lessor's prior written approval.

(c) Lessee shall submit to Lessor, on a quarterly basis, within forty-five (45) days following the end of each fiscal quarter, a quarterly Sales Report documenting Gross Receipts from the previous quarter, and a copy of a bank statement documenting the quarterly amount deposited and the current account balance.

(d) Lessee shall submit to Lessor, on an annual basis within one hundred and twenty (120) days after the close of each Fiscal Year, a written statement detailing all transactions posted to the Maintenance and Repair Reserve within such Fiscal Year. Lessee shall maintain auditable records including invoices, billings, cancelled checks, and other documentation for all transactions posted to the Maintenance and Repair Reserve.

(e) Failure to maintain or to expend for the purposes set forth in Section 5.4(b) above, the Maintenance and Repair Reserve shall be considered a material breach of this Lease for which the Lessor may seek monetary damages and other legal relief, including, without limitation, termination of this Lease.

(f) Upon expiration or termination of this Lease, the funds remaining in the Maintenance and Repair Reserve not duly expended by the Lessee shall be paid by the Lessee to the Lessor as Additional Rent.

Section 6. USES OF PREMISES

6.1. Authorized Uses

The Lessee may utilize the Premises only for the following purposes:

(a) *Management of an equestrian stable:* Management of stable shall be in accordance with Environmental Management and Stables Best Management Practices, included as Section 9 of this lease.

i. *Capacity:* Maximum horse capacity shall not exceed 42 horses year round, with an additional ten (10) horses permitted during Dry Season and four (4) additional short-term Visiting Horses.

(b) Equestrian programming: The Lessee shall utilize the property for equestrian use, including substantial Public Equestrian Programming.

i. The Lessee shall provide the following public programs, at a minimum, in its operation under this Lease:
[details to be included based on Lessee's proposal]

ii. The Lessee shall conduct programming in accordance with a Programmatic Plan prepared by the Lessee and approved by the Lessor. The Lessee shall submit a proposed Programmatic Plan to the Lessor within thirty (30) calendar days of the Lease Effective Date. The Lessor may approve reasonable modifications to the plan from time to time to reflect changing programmatic opportunities.

iii. Hours: Programming may be permitted up to seven days per week. Hours of operation will be subject to NPS approval. *[details to be included based on Lessee's proposal]*

(c) *Residential Use:* No residential use, residential trailers, or camping shall be permitted on site, except as permitted herein. Residential use shall be permitted on-site within the following facilities, as identified in **Exhibit A** to this lease:

TV-102
TV-101- *if Lessee completes requirements for occupancy of TV-101, included in Section 10.3.*

(d) *Equestrian Trailer Parking:* The Lessee may be permitted to park on site for periods of greater than seven (7) nights no more than ten (10) equestrian trailers.

6.2. Changes to Authorized Uses

The Lessee may not amend or change approved uses unless Lessee receives prior written approval of the Lessor. No change of the uses of the Premises shall be approved unless the Lessor, among other matters, determines the proposed use to be consistent with Part 18, the Park Area's General Management Plan, all other Applicable Laws, and that the proposed change will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

6.3. Applicable Laws

The Lessee shall comply with all Applicable Laws in its use and occupancy of the Premises.

6.4. Forbidden Uses

In no event shall the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode, or that otherwise harms the health or welfare of

Park Area resources and/or visitors; or that results in any discharge of Hazardous Materials in, on or under the Premises.

6.5. Site Disturbance

Lessee shall neither cut any timber nor remove any other landscape features of the Premises such as shrubs or bushes without Lessor's prior written consent. The Lessee shall conduct no mining or drilling operations, remove no sand, gravel or similar substances from the ground, and commit no waste of any kind without written approval of lessor.

6.6. Protection of Cultural and Archeological Resources

The Lessee shall ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee shall be promptly reported to the Lessor. The Lessee shall cease work or other disturbance, which may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

6.7. Signs

The Lessee may not post exterior signs on the Premises of any nature without the Lessor's prior written approval. Any approval of a sign that may be given by the Lessor shall specify the type, size, and other appropriate conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

6.8. Night Lighting

Lessee-installed lighting will be placed only where needed for safety or night operations. All lighting must be shielded to cast light downward only, to protect night skies, and must be approved by Lessor.

6.9. Permits and Approvals

Except as otherwise may be provided in this Lease, the Lessee shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to conduct its activities under this Lease including payment as Additional Rent the amount of any and all Administrative Costs as described in Section 11.8.

6.10. Alterations

The Lessee shall not make any Alterations of any nature to the Premises without the express written approval of the Lessor.

Section 7. CO-BRANDING

The Lessee, to the extent as may be required by the Lessor, will integrate the NPS brand into its common marketing channels according to the guidance provided in the Golden Gate National Recreation Area Park Partner Co-Branding Toolkit (as amended from time to time), which is hereby incorporated by reference into this Lease.

Section 8. RECORDS AND AUDITS

8.1. Lessor Access to Records

The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee shall keep and make available to the Lessor these books and records at a location in the Premises or within the locale of the Park Area. The Lessee shall, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results.

8.2. Reporting Requirements

(a) The Lessee shall, if requested by Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results on a monthly and annual basis, including without limitation, bank statements, information and data regarding number of customers served, program prices, Gross Receipts broken out by category, facility investments, and operating expenses broken out by category.

(b) The Lessee shall submit annually as soon as possible but no later than one hundred and twenty (120) days after the last day of the Fiscal Year a financial statement for the preceding Fiscal Year or portion of a year.

i. If the annual Gross Receipts of the Lessee are in excess of $1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

ii. If annual Gross Receipts are between $500,000 and $1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

iii. If annual Gross Receipts are less than $500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

Section 9. ENVIRONMENTAL MANAGEMENT and STABLES BEST MANAGEMENT PRACTICES

The Lessee's operation shall be environmentally sustainable to the greatest extent possible and shall comply with Stables Best Management Practices, included herein as **Exhibit B**.

9.1. Best Management Practices Objectives

The Lessee shall meet the following Best Management Practices objectives, at a minimum, in the conduct of its operations under this Lease:
[details to be included based on Lessee's proposal]

9.2. Best Management Practices Operations

The Lessee shall manage stables operations in accordance with a Best Management Practices Compliance Plan prepared by the Lessee and approved by the Lessor as appropriate. The Lessor may approve reasonable modifications to the plan from time to time to reflect changing operating conditions and opportunities for improvement. The Lessee shall submit a proposed Best Management Practices Plan to the Lessor within thirty (30) calendar days of the Lease Effective Date.

9.3. Sustainability Improvements

The Lessee shall incorporate the following practices or materials into construction of Initial Improvements authorized under this lease as described in **Section 10**:
[details to be included based on Lessee's proposal, if applicable]

Section 10. IMPROVEMENTS BY LESSEE

10.1. Initial Improvements:

If otherwise granted approval by the Lessor under the terms of this Lease, the Lessee hereby agrees to commence and engage diligently in the construction of the following Initial Improvements in accordance with Construction Documents approved by Lessor. The Lessee shall commence the construction of the Initial Improvements by _____ and shall complete construction by _____:

(a) Installation of minimum of one accessible parking spot.

(b) Installation of one accessible restroom and hand washing station (could include portable or composting toilet)

(c) Installation of accessible equestrian program viewing area and accessible walkway connecting accessible parking to viewing and programming areas

(d) Building 102 (Caretaker Residence): Bolt foundation for seismic stability

(e) Installation of covered manure shed

(f) Installation of emergency back-up water pump, generator, and fire hose for fire suppression

(g) Water quality improvements within assigned area to separate water from Animal Use Areas from clean water, in accordance with GGNRA Stables Best Management Practices Drainage improvements to fully comply with GGNRA Stables Best Management Practices

(h) Discontinue use of existing field treatment septic system at Building 102 Replace with new enclosed septic system or septic holding tank

(i) Remove immature Eucalyptus saplings within paddock area

(j) Remove non-historic horse stall and paddock addition on west side of TV-107

(k) Remove existing ~10'x10' cement pad adjacent to creek

[details of the above-listed required real property improvements, and any additional real property improvements proposed by offeror for beginning of lease term, will be included, based on offeror's proposal . Description will include a completion schedule and/or phasing schedule where applicable.]

10.2. Additional Improvements:

[Any additional real property improvements proposed by offeror beyond the beginning of lease term will be included. Details to be included based on Lessee's proposal. Description will include details of proposed improvement, a completion schedule and/or phasing schedule where applicable.]

10.3. Improvements Required for Occupancy of historic Lopes House (TV-101)

Except as expressly permitted herein, Lessee's use of facility TV-101 shall be limited to periodic Repair and Maintenance activities needed to maintain the facility. Lessee's Maintenance responsibilities for TV-101 are described in Section 12.4 to this Lease.

If, during the Term of Lease, Lessee at Lessee's option and expense and subject to NPS approval, completes all improvements necessary to secure a Certificate of Occupancy for TV-101, Lessee shall be permitted to occupy the interior of facility TV-101 for the remainder of Lease Term. Improvements required for Certificate of Occupancy shall include, but may not be limited to the following:

(a) Requirements for non-residential use of TV-101

i. Reinforcement of wall framing at east and south walls
ii. Repair of east side wall foundation
iii. Rehabilitation of windows and exterior doors
iv. Removal of floor laminant and restoration of wood floors
v. Electrical system installation including electrical service and distribution, lighting wiring and lighting fixtures
vi. Installation of fire extinguishers, smoke detectors, and fire alarm
vii. Encapsulation of lead based paint

(b) Additional requirements for residential use of TV-101

In addition to the Improvements above in Section 10.3 (a), the following Improvements shall be considered minimum requirements for residential use of facility TV-101:

i. Installation of fire sprinklers
ii. Installation of potable water system including water tank and distribution
iii. Installation of sewer piping and septic tank

Section 11. CONSTRUCTION APPROVAL

11.1. In General

All Improvements (Initial Improvements and future Alterations), shall be undertaken at the Lessee's sole expense and only with the Lessor's prior written approval. All work shall be performed in a good and workmanlike manner and with materials of at least the quality and standard of materials used in comparable facilities in the locale of the Park Area. The Lessee shall undertake Improvements in strict accordance with Applicable Laws and with approved Construction Documents. The Lessee shall, upon request, furnish the Lessor a correct copy of any contract with the Lessee's general contractor, architects, or consultants. The Lessor may require the Lessee and Lessee stabled animals not to occupy specified portions of or all of the Premises during the construction of Improvements, if determined by the Lessor as necessary for the protection of health or safety.

All design, compliance, inspections, and construction shall conform to the requirements set forth in the Golden Gate Partner Project Handbook, incorporated herein as **Exhibit C**.

11.2. Enforced Delays

The Lessee shall not be considered in default in the event of an enforced delay in the construction of Improvements due to unforeseeable causes beyond the Lessee's control and without any fault or negligence on the part of the Lessee. Such enforced delays include, without limitation, public enemies, war, invasion, insurrection, rebellion, riots, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, and unusually severe weather. In the event of an enforced delay, the time or times for construction of Improvements will be extended by the period of the enforced delay.

11.3. Utilities During Construction

In the preparation of proposed Construction Documents, the Lessee shall review utility plans for the location of existing utilities that may be affected by any Lessee Improvements. The Lessee is required to obtain all necessary utility plans and permits from the appropriate public utility companies.

Except as permitted as part of the approved Improvements, Lessee shall not remove or disturb or cause to be removed or disturbed any utility maintained by Lessor or a utility service provider, Preexisting Hazardous Materials, or any other historical, archeological, architectural, or other cultural artifacts, relics, remains, materials, or objects of antiquity encountered during site or ground disturbance. If any such items are encountered by Lessee, Lessee shall immediately halt work and notify Lessor so that Lessor may evaluate the situation. The affected activity shall not resume until written approval is issued to Lessor. Lessee acknowledges that, at Lessor's sole discretion, and except where indicated in approved Construction Documents and/or the Preservation Maintenance Plan or except as authorized in writing in advance by Lessor, Lessee may be required to alter work plans to avoid damage to utilities or cultural resources and to avoid disturbance of Preexisting Hazardous Materials, and the Parties agree that while Lessor shall not be liable for any costs or expenditures occasioned as a result of any delays or alterations associated therewith, Lessor will cooperate with Lessee to minimize the impact of any such delays or alterations.

11.4. Site Inspection

The Lessor shall be entitled to have on the Premises at any time during the construction of Improvements an inspector or representative who may observe all aspects of the work on the Premises. No inspection performed or not performed by the Lessor shall be deemed to give the Lessor any responsibility or liability with respect to the construction work, its prosecution or design, or, be deemed to constitute a waiver of any of the Lessee's obligations under this Lease or be construed as approval or acceptance of the Improvements (or portions thereof). The Lessee shall maintain on the Premises during construction, current, annotated Construction Documents for inspection by the Lessor.

11.5. Approval of Construction

The Lessee must request in writing advance permission from the Lessor to undertake Improvements. The request must include:

(a) proposed Construction Documents;

(b) if required by the Lessor, evidence of the availability of funding for the Improvements;

(c) documentation that required construction insurance is in effect; and

(d) other information as may be required by the Lessor.

11.6. Construction Documents

The proposed Construction Documents submitted to the Lessor must be complete and satisfactory to Lessor as showing all material elements of the Improvements. When proposed Construction Documents are approved by the Lessor, they become an Exhibit to this Lease without further action.

11.7. Professional Services

Lessee at its sole cost and expense shall seek and obtain all necessary permits and professional services, including but not limited to code compliance plan checks, inspections, and architectural services, for any improvements and/or alterations.

11.8. Administrative Costs

Lessee shall pay as Additional Rent the amount of any and all Administrative Costs.

11.9. General Scope of Lessor's Review

The Lessor will not approve proposed Construction Documents unless it is able to determine, among other matters, that the proposed Improvements are appropriate for the Park Area and consistent with the requirements of Part 18, the Park Area's General Management Plan and other Applicable laws. Review and approval of proposed Improvements is subject to any required compliance with the National Environmental Policies Act (NEPA, 42 USC 4321 et seq.) and, if the project affects Historic Property, Section 106 of the National Historic Preservation Act (Section 106, 16 USC 470f).

11.10. Changes to Approved Construction Documents

Any material change in the approved Construction Documents and any deviation in actual construction from these documents are subject to the Lessor's prior written approval under the procedures stated in this Section. An approved change order will be issued by Lessor if proposed changes are approved. The

Lessee shall prepare and maintain on the Premises during construction, current, annotated Construction Documents.

11.11. Special Considerations for Historic Property

If proposed Improvements relate to Historic Property, the Lessor will not approve proposed Construction Documents unless it is able to determine that they comply with the Secretary's Treatment Standards, NPS 28, and any conditions that may be imposed on the Improvements through the operation of other Applicable Laws, including, without limitation, NEPA and Section 106.

11.12. Evidence of Adequate Funds

As a condition to the approval of the construction of Improvements, the Lessee must demonstrate to the satisfaction of the Lessor with appropriate documentation that it has available to it funds adequate to undertake and complete the project in accordance with all terms and conditions of the approved Construction Drawings.

11.13. Notice to Proceed

Lessee shall not commence Improvements until such time as Lessor may issue a Notice to Proceed as evidence of approval of the Construction Documents. The Notice to Proceed and supporting documents shall contain necessary and appropriate terms and conditions for the construction of the Improvements.

11.14. Construction Completion Procedure

Upon completion of the Improvements, the Lessee shall submit to the Lessor (in formats specified by the Lessor):

(a) a notice of completion;

(b) if requested by Lessor, satisfactory evidence of the payment of all expenses, liabilities, and liens arising out of or in any way connected with the Improvements;

(c) a complete set of archival quality "as built" drawings showing all revisions and substitutions during the construction period, including field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural member, walls, partitions and other significant features of the Improvements;

(d) a complete inventory of all FF&E in or on the Premises as of the completion of the Improvements; and

(e) Upon approval by the Lessor of the completion of the Improvements, the Lessor will issue a Certificate of Completion, including, authorization to occupy the Premises.

11.15. Lessor's Right to Utilize Construction Documents

In the event of expiration or termination of this Lease, the Lessee shall assign and deliver to the Lessor as Lessor's sole property all architectural, engineering and other plans, drawings, specifications and studies relating to the Premises. In order to assure Lessor that it will have the legal right to use such plans, drawings, specifications and the like if Lessor becomes entitled to such items, Lessee shall

include in its agreements with the architects, engineers and other professionals who prepared such items and who have any proprietary rights with respect to such items (including the rights to use thereof in connection with the Premises) provisions whereby Lessee and Lessor shall have the right to use such plans and other materials in connect ion with the Premises. In furtherance and not in limitation thereof, Lessee (referred to below as "Owner") shall include in such agreements the following provisions: The drawings, specifications and other documents prepared by the Architect for this Project ("Documents") are instruments of the Architect's service and, unless otherwise provided, the Architect shall be deemed the author of these Documents and shall retain all common law, statutory and other reserved rights, including the copyright. For the purpose of completing this Project or for any other purpose, Architect and its consultants hereby (i) grant to Owner and the National Park Service an irrevocable, fully paid-up, perpetual, worldwide license to copy and use such Documents for completion of this Project or for any other purpose and (ii) consent to the use by Owner and the National Park Service, and of the modification by other design professionals retained by Owner and the National Park Service, of the Documents. The Architect will have no responsibility or liability to the Owner or the National Park Service with respect to any modification to the Documents made by the Owner or National Park Service or any other design professional retained by the Owner or National Park Service. Furthermore, except where the Architect is found to be liable for such claim, damage or loss, the Owner shall hold Architect harmless from any such claim, damage or loss arising out of (a) the modification of the Documents by Owner or the National Park Service or another design professional. The Owner and the National Park Service shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the use and occupancy of the Project. Notwithstanding the foregoing, Architect acknowledges and consents to the use and ownership by the National Park Service, or its designees or assignees, of said plans and specifications in accordance with the Lease between the Owner (as Lessee) and the National Park Service (as Lessor) for the Premises leased to Lessee associated the Documents and Architect agrees to deliver copies of said plans and specifications to the National Park Service upon written request from the National Park Service, provided that the National Park Service agrees to pay the Architect's reasonable duplication expenses.

Section 12. MAINTENANCE AND REPAIR

12.1. Lessee's Responsibilities

The Lessee shall be solely responsible for the repair and maintenance and grounds maintenance of Premises during the Lease Term, except as described in Section 12.4 to this Lease. This responsibility includes, without limitation:

(a) the performance of Repair, Preventive Maintenance, Recurring Maintenance, Component Renewal, upgrading, and non-structural capital improvements, (whether foreseen or unforeseen, ordinary or extraordinary) necessary to maintain the Premises and the improvements thereon in good order, condition, and repair in a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;

(b) the replacement, as they become worn out or obsolete, of all FF&E;

(c) housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without altering the appearance of the Premises;

(d) the repair or replacement in-kind of broken or worn out elements, parts or surfaces so as to keep the existing appearance of the Premises;
(e) scheduled inspections of all building systems on the Premises;
(f) maintaining the grounds of the Premises in good condition, including, without limitation, management of hazard trees, management of wind breaks, management of vegetative filter areas, management of grading for proper drainage, and avoidance or removal of unsightly storage or parking of materials, garbage, equipment, trailers, or vehicles; and
(g) paying to the proper authority, when and as the same become due and payable, all taxes and assessments imposed by federal, state, or local agencies applicable to the Lessee's activities on the Premises.

Any repair and maintenance actions that may result in Alterations to the Premises requires the prior written approval of the Lessor.

12.2. Maintenance Plan
If requested by the Lessor, the Lessee shall submit to the Lessor for its approval a Maintenance Plan satisfactory to Lessor. The plan, when approved by Lessor, shall become an Exhibit to this Lease without further action and the Lessee shall comply with its terms. The Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.

12.3. Preservation Maintenance Plan
The Lessee shall repair and maintain all portions of the Premises that are Historic Property through a Preservation Maintenance Plan prepared by the Lessee and approved by the Lessor as appropriate and consistent with the requirements of the Secretary's Treatment Standards and NPS 28. The Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises. The Lessee shall submit a proposed Preservation Maintenance Plan to the Lessor within thirty (30) calendar days of the Lease Effective Date.

12.4. Maintenance of TV-101

a. Lessee's responsibility for Maintenance of facility TV-101 shall be limited to exterior Maintenance only, except as described in section 12.4 (b).

b. Lessee may, at Lessee's option, make Improvements necessary for occupancy of TV-101, as described in section 10.3 to this Lease. If these Improvements are completed, following Lessor's issuance of TV-101 Certificate of Occupancy to Lessee, Maintenance of facility shall be wholly the responsibility of Lessee, pursuant to Section 12.1-12.3 of this Lease.

Section 13. UTILITIES

13.1. Utility Services

The Lessee at its sole expense shall make all arrangements with appropriate utility providers (including the Lessor where applicable), for all utilities furnished to the Premises, including, without limitation, gas, electricity, other power, water, cable, telephone and other communication services, sewage, and waste removal. Any utility service provided by Lessor will be subject to the Lessor's established policies and procedures for provision of utility services to third parties.

13.2. Lessee Reimbursement of Utilities to Lessor

For utility services provided to the Premises by Lessor or Lessor's contractors, Lessee shall reimburse Lessor for Lessor's costs to purchase and distribute utilities. Lessor's costs to purchase and distribute Lessor-provided utilities will include the following:

(a) Lessor's cost, computed on an average cost per unit basis, as applicable, to purchase utilities from third party providers;

(b) Lessor's costs to operate and maintain the utility distribution system, including capital cost contributions as permitted by NPS Director's Order 35-B for infrastructure system improvements, upgrades and replacement; and

(c) Lessor's allocated expenses for administration related to the provision of utility services. Lessor may adjust rates as frequently as quarterly based upon Lessor's costs from the previous quarter or period from the last such adjustment. Lessor will prepare invoices on a basis no less than annually (however, at Lessor's discretion, Lessor may invoice more frequently on a quarterly or monthly basis) by applying the appropriate rate against the metered usage or consumption of utility by the Premises.

Section 14. HAZARDOUS MATERIALS

The following provisions apply to Hazardous Materials associated with the Premises:

(a) No Hazardous Materials shall be used, treated, kept, stored, sold, released, discharged or disposed of from, on about, under or into the Premises except in compliance with all Applicable Laws and as approved by the Lessor in writing;

(b) The Lessee shall use, manage, treat, keep, store, release discharge and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;

(c) If any Hazardous Materials Occurrence caused by Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions shall first be obtained;

(d) Lessee at its expense shall be responsible for the abatement of Hazardous Materials in accordance with Applicable Laws in, on, or under the Premises as of the Lease Effective Date and thereafter; and If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee shall immediately notify the Lessor.

(e) In addition to all other indemnity requirements set forth in this Lease, and except as provided in Section 14(f) below, Lessee expressly agrees to indemnify, reimburse, defend, save, and hold harmless Lessor, the United States of America, its employees, successors, agents, and assigns for and from any and all Environmental Damages. This obligation to indemnify shall survive termination of this Lease. Notwithstanding the foregoing, this obligation to indemnify shall not apply, with respect to loss, damage, costs, expenses, or liability arising out of or attributable to Pre-existing Hazardous Materials except to the extent: (i) Lessee or its agents' or other persons or entities under the control of Lessee, negligence or willful misconduct causes an exacerbation or migration of such Pre-existing Hazardous Material, or (ii) Lessee or its agents' or other persons or entities under the control of Lessee cause additional damage to the environment beyond such Pre-existing Hazardous Material.

(f) This Lease does not create a separate obligation on the part of the Lessee and in favor of Lessor to remediate Pre-existing Hazardous Materials nor does it limit or expand the rights or defenses of Lessor or the Lessee with respect to such Pre-existing Hazardous Materials. Consequently, the provisions of Section 14(e) above shall not apply to Pre-existing Hazardous Materials except to the extent that: (i) Lessee or its agents' or other persons or entities under the control of Lessee, negligence or willful misconduct causes an exacerbation or migration of such Pre-existing Hazardous Material, or (ii) Lessee or its agents' or other persons or entities under the control of Lessee cause additional damage to the environment beyond such Pre-existing Hazardous Material.

Section 15. INSURANCE AND INDEMNIFICATION

15.1. Insurance During the Lease Term

At all times during the Lease Term and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the insurance coverages set forth in **Exhibit E** to this Lease under the terms and conditions of **Exhibit E**.

15.2. Insurance Requirements Modification

If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, conditions, deductibles or self insurance retention, with respect to any of the insurance required by this Lease are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles, conditions, and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

15.3. Disposition of Insurance Proceeds

All insurance proceeds received by or payable with respect to damage or destruction of the

Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

15.4. Inadequate Insurance Coverage

The Lessee's responsibilities under this Lease for the repair or replacement of the Premises assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

15.5. Indemnity

The Lessee shall indemnify, defend, save and hold the United States of America, its employees, successors, agents and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be liable only to the extent such claims are covered by the Federal Tort Claims Act (28 USC 2671 et seq.). The provisions of this section shall survive the Expiration Date or Termination Date of this Lease.

Section 16. DAMAGE OR DESTRUCTION

16.1. Damage or Destruction; Duty to Restore

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Lessor:

- **(a)** the Lessee, subject to the prior written approval of the Lessor, shall as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or
- **(b)** the Lessor may terminate this Lease without liability and the Lessee shall pay to the Lessor as additional rent the insurance proceeds resulting from the damaged or destroyed Premises.

16.2. No Termination; No Effect on Rental Obligation

No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the improvements thereon, or any other property on the Premises shall operate to terminate this Lease except as provided in Section 16.1 of this Lease. No such loss or damage shall affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event shall the Lessee be entitled to any prorated return or refund of Rent paid hereunder.

Unless this Lease is terminated under Section 16.1, no such loss or damage shall relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of other the terms and conditions of this Lease.

Section 17. LIENS

17.1. No Power in Lessee to Create

The Lessee shall have no power to take any action that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

17.2. Discharge of Liens by Lessee

The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required, to procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as additional Rent.

17.3. No Consent or Waiver by Lessor

Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

Section 18. ASSIGNMENTS AND ENCUMBRANCES

18.1. Assignments

The Lessee shall not effectuate an Assignment of this Lease, in whole or in part, or any real property on the Premises, nor Sublease the Premises to a Sublessee or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease, without the express prior written permission of the Lessor. Approval of any Assignment is in the discretion of the Lessor and in no event shall the Lessor grant an approval unless it is able to determine that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease. The Lessor has an unconditional right to assign this Lease or any or all of its rights and obligations under it at any time.

18.2. Encumbrances

The Lessee may not effectuate an Encumbrance on the Premises with the prior written permission of the Lessor. Approval of any Encumbrance is in the discretion of the Lessor and in no event shall an

encumbrance be approved unless the Lessor is able to determine that it only grants its holder, in the event of a foreclosure, to assume the responsibilities of the Lessee under this Lease or to select a qualified new Lessee subject to the written approval of the Lessor, and that it does not grant its holder any rights to alter or amend in any manner the terms and conditions of this Lease.

Section 19. DEFAULTS AND LESSOR'S REMEDIES

19.1. Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to keep and perform any of the terms and conditions of this Lease, provided that the Lessor shall first give the Lessee written notice of at least fifteen (15) calendar days in the case of monetary defaults and thirty (30) calendar days in the case of non-monetary defaults of the Lessor's intention to terminate if the default is not cured within the applicable time period. If the Lessor terminates this Lease, all of the rights of the Lessee under this Lease and in the Premises shall terminate.

19.2. Bankruptcy

The Lessor may terminate this Lease, in its discretion, in the event of a filing or execution of; (a) a petition in bankruptcy by or against the Lessee which is not dismissed within ninety calendar (90) days of its filing; (b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor; (c) an assignment for the benefit of creditors; (d) a petition or other proceeding against the Lessee for the appointment of a trustee, receiver or liquidator; or (e) the taking by any person of the leasehold created by this Lease or any part thereof upon execution, attachment or other process of law.

19.3. No Waiver

No failure by the Lessor to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default, and no acceptance by the Lessor of full or partial rent during the continuance of any default shall constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

19.4. Lessor's Right to Cure Defaults

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable grace period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor shall not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee shall pay to the Lessor upon demand the entire expense of the correction as additional Rent, including, without limitation, compensation to the agents, consultants and contractors of the Lessor and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises.

Section 20. SURRENDER AND HOLDING OVER

20.1. Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee shall surrender and vacate the Premises, remove Lessee's Personal Property, and return the Premises, including the FF&E, to as good an order and condition as that existing upon the Lease Effective Date, or, if applicable, as that existing upon completion of any Improvements by the Lessee.

(b) For these purposes, the Lessor and Lessee shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for Lessor's FF&E, or elements of the Premises shown to be lost, damaged or destroyed. Any such FF&E, or other elements of the Premises shall be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made thereof by the Lessee at the then current market value thereof.

20.2. Holding Over

This Lease shall end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of rent or other charges after such date shall not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 21. EQUAL OPPORTUNITY LAWS

The Lessee and Lessee's Agent's shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967; (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112 (as amended), which prohibits discrimination on the basis of disability and requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals; (c) 41 C.F.R. Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors; (d) the Age Discrimination in Employment Act of December 15, 1967 (as amended); (e) the Americans with Disabilities Act, 42 U.S.C. Sections 12101 et seq.; (f) and all other Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee shall do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

Section 22. NOTICES

Except as otherwise provided in this Lease, any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, sent by prepaid registered or certified mail with return receipt requested and addressed as appropriate to the

following addresses (or to such other or further addresses as the parties may designate by notice given in accordance with this section):
If to the Lessor:

Chief, Business Management Division
Golden Gate National Recreation Area
Building 201, Fort Mason
San Francisco, CA 94123

If to the Lessee:

[Lessee's contact information to be inserted]

Section 23. GENERAL PROVISIONS

The following general provisions apply to this Lease:

(a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. The Lessor under no circumstances shall be responsible or obligated for any losses or liabilities of the Lessee. The Lessee shall not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.

(b) This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

(c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights shall be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.62

(d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Lessor shall have the right to terminate this Lease for Default.

(e) In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Lease, and this Lease shall be construed as if the invalid provisions had not been contained in this Lease.

(f) All Exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.

(g) Time is of the essence to this Lease and all of its terms and conditions.

(h) The laws of the United States shall govern the validity, construction and effect of this Lease.

(i) Lessee shall comply fully with all Applicable Laws for accessibility. Compliance includes, but is not limited to, Initial Improvements and providing accessible programming opportunities. Outdoor areas and indoor facilities do not currently fully comply with all accessibility standards. If Lessee plans to utilize these non-accessible spaces for public access, Lessee will be responsible for additional investment in any upgrades needed to meet accessibility standards.

(j) This Lease constitutes the entire agreement between the Lessor and Lessee with respect to its subject matter and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.

(k) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, shall not work a merger, but, at the option of the Lessor, shall either terminate any or all existing subleases hereunder or operate as an assignment to the Lessor of any or all of subleases.

(l) If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.

(m) Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including, but not limited to, court costs.

(n) The Lessee shall not construct new buildings or structures on the Premises, except that, with the prior written approval of the Lessor and if this Lease otherwise expressly so provides, the Lessee may construct minor additions, buildings and/or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.

(o) Nothing contained in this Lease shall be construed as binding the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations.

(p) Nothing in this Lease shall be construed as preventing the cancellation of this Lease by the Lessor in the exercise of sovereign authority otherwise provided by Applicable Laws.

IN WITNESS WHEREOF, the, Regional Director, Pacific West Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

By_____ _____
Christine S. Lehnertz **Date**
Regional Director, Pacific West Region

LESSEE

[Lessee Company Name]

By_____ _____
[Name] **Date**
[Title]

EXHIBIT A:
Assigned Land and Real Property Improvements
Tennessee Valley Stables
L-GOGA013-14

I. Facilities

FMSS Number	Facility	Square Footage	Historic (Yes or No)	Insurance Replacement Value
43390	TV-101: Lopes House*	1200	Yes	$120,501
43391	TV-102: Caretaker Residence	1435	Yes	$124,587
43395	TV-103: Horse stalls and storage	4047	Yes	$152,815
43389	TV-105: Horse stalls and equipment storage	2782	Yes	$115,423
43392	TV-106: Sanitary Barn (Hay or equipment storage)	480	Yes	$21,154
43394	TV-107: Storage	1072	Yes	$28,311
43388	TV-109: Covered Riding Ring	7626	No	$271,638
*** Lessee use of TV-101 facility shall be limited to exterior maintenance, unless Lessee completes Improvements Required for Occupancy of TV-101, as described in Section 10.3*				

II. Premises

Assigned Lands consist of approximately 7.3 acres, bounded by a five (5) foot setback from the top of creek bank to the South, Tennessee Valley trailhead fence to the Northwest, northern edge of dirt driveway to the North, and visible historic fence line to the Northwest.

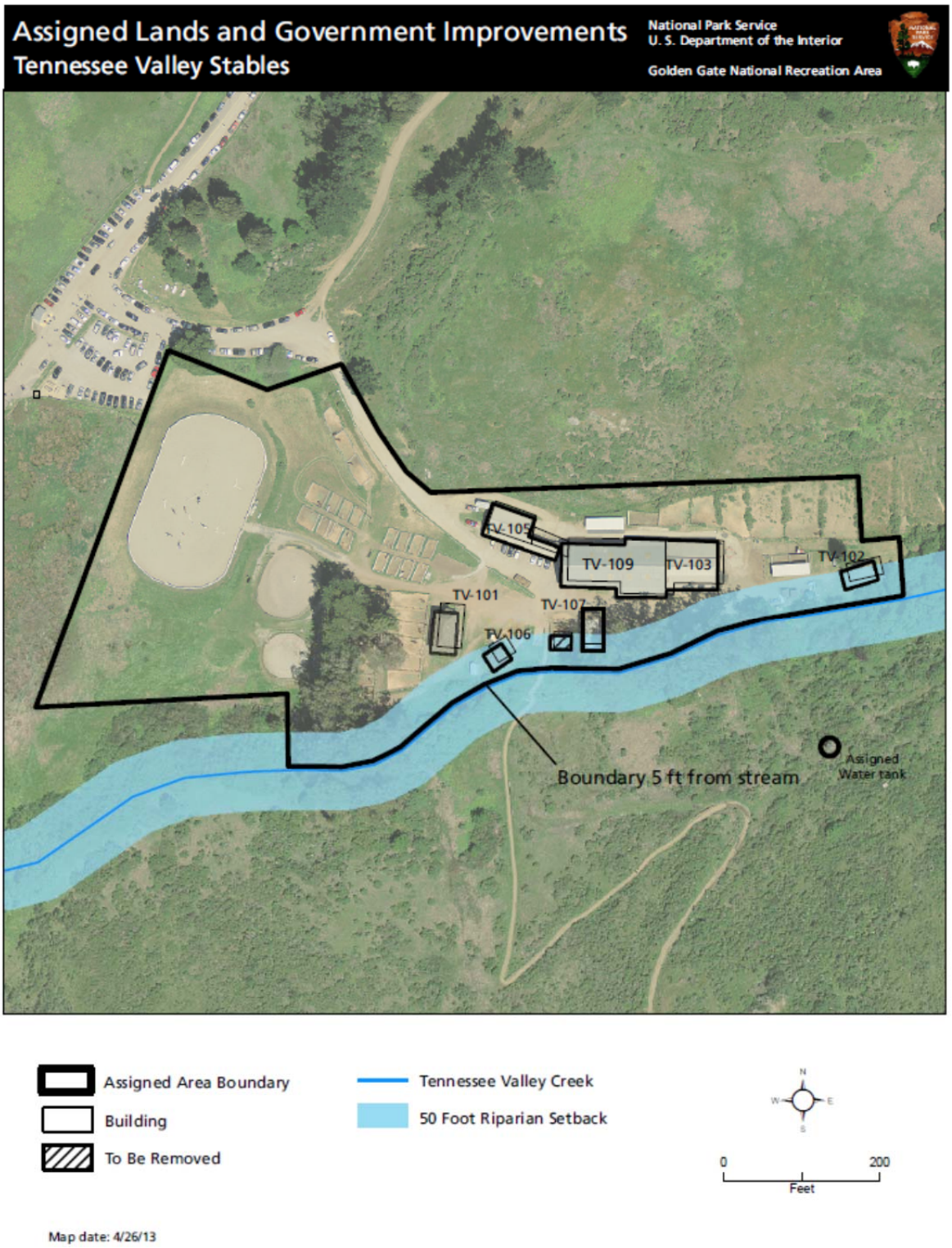

EXHIBIT B: GGNRA STABLES BEST MANAGEMENT PRACTICES (BMPs)

I. PURPOSE

Keeping horses concentrated in confined sites such as stalls, paddocks and arenas can have a marked increased impact on soil and water quality and native flora and fauna. The pounding of horse hooves, daily distribution of feed, constant production and collection of horse manure and urine, and the use Stables Products and Chemicals each have potential impacts on park resources. The purpose of the GGNRA Stables Best Management Practices is to protect park natural resources, water quality, and wildlife, and maintain the safety of horses, visitors and staff.

This document outlines key goals for stables management. Listed below each goal is a set of requirements for which the Lessee will be responsible. Lessee will have the flexibility to select the techniques for achieving each requirement; the subsequent Best Management Practices are provided as a non-exhaustive list of suggested techniques. Lessee shall develop a Best Management Practices Compliance Plan (described in Section IV.) for Lessor review and approval.

II. DEFINITIONS

As used herein, the following defined terms are applicable to both singular and plural forms.

1.1 *Animal Use Area:* Means any indoor or outdoor area used by domestic animals, including paths, paddocks, stalls, tie-ups, pens, lunging rings, and riding rings

1.2 *Berm:* Means a raised linear mound that guides surface flow and runoff. Can be used to separate Clean and Polluted Water, to deflect water flow to less erodible zones, or used to reduce slope length, reduce the speed of water, sheeting, and peak flows.

1.3 *Best Management Practices:* Means methods or techniques found to be the most effective and practical means in achieving an objective (such as maintaining safe operations or protecting natural resources).

1.4 *Biofilter:* Means a depression used for seasonal water collection that is filled with vegetation to provide cleaning or filtering to the Polluted Water. These must be regularly inspected and maintained.

1.5 *Clean Water*: Means rain, groundwater or surface water, or Runoff from vegetated areas outside Animal Use Areas, roof Runoff, or water in streams and drainages that do not originate within the stables and has not come into contact with Animal Use Areas.

1.6 *Coir or straw rolled erosion control products (RECPs):* Means a biodegradable fabric or fabric-covered roll that is stapled onto slopes to keep soils in place.

1.7 *Culvert:* Means a pipe that allows water to flow beneath a road, or walkway; this can be used for separation of Runoff from Animal Use Areas.

1.8 *Drain Field:* Means an open area, the soil of which absorbs the contents of a septic system. These areas should be kept covered with grass or small shrubs. To avoid compaction of soil, minimal activity must occur there; no grazing, high-use horse activity, vehicles, paving, construction, or storage of heavy equipment.

1.9 *Drain inlet:* Means a precast plastic or concrete catch basin with surface grate that collects surface runoff and puts it into an underground drainage system, for example for collection and diversion of horse wash water, or parking lot Runoff.

1.10 *Dust control:* Means the use of airborne erosion prevention methods; Techniques include spraying bare ground with water or a "tackifier," mulching or seeding.

1.11 *Exclusion fencing:* Means a barrier intended to keep livestock out of areas to prevent hoof impacts, grazing, vegetation loss, or Soil Erosion, or to maintain Riparian Setbacks.

1.12 *Filter Strip*: Means a vegetated strip of grass or vegetation designed to trap sediment and horse manure. Allows water to move slowly in a sheet formation over the vegetation, which can filter out the sediment. These features can be effective around bare, high-use areas such as arenas and paddocks.

1.13 *Free-draining Surfaces:* Means high use areas including paddocks, trails, paths parking and driveways that are required to drain well to prevent standing water. Underneath these areas one can use drain rock, geotextile fabrics, sub-drains, and cellular confinement systems. Top surface can be protected with fast-draining material such as sands, gravels, and mulches, or with elevated tread such as matting or boardwalks.

1.14 *Interceptor Ditch and Conveyance:* Means a system that collects surrounding Surface Water flowing toward the stable site and conveys it around rather than through the site, preventing Clean Water from crossing through the stable, picking up and carrying pollutants. Additionally, within the stable site an interceptor ditch can pick up polluted runoff and convey it to a vegetated area, seasonal pond or Biofilter.

1.15 *Lined Swale:* Means a gently to moderately sloped shallow ditch typically 3 feet wide and 8-12 inches deep lined with gravel, rock or erosion control fabric to keep soil in place. The swale directs water around structures and site to its destination; for clean runoff to a drainage, for polluted runoff to a treatment area.

1.16 *Lined Waterway:* Means a waterway that has an erosion resistant surface - typically concrete, rock or synthetic fabric-- that extends above the anticipated water flow. These transport water

to a final discharge area. Anticipated flows greater than 5 cubic feet per second may require permanent linings.

1.17 *Manure Shed:* Means a shed or container used to store manure and used bedding that is collected from Animal Use Areas. Shed shall be a water-tight container, or an enclosure with a curbed concrete slab that has at least three walls and a roof that fully protects the stored manure from blowing rain and wind. Shed must be located outside of Riparian Setback and must be of sufficient capacity to hold greater than the expected weekly manure volume.

1.18 *Mulch:* Means a natural material, typically chipped bark or vegetable material applied on slopes or flat areas to keep soil in place in rainy or windy seasons.

1.19 *Polluted Water:* Means all Runoff from Animal Use Areas as well as surface water, ground water or Runoff that contains pollutants, including manure, urine, feed, wash water, detergents, surface soils, sediment, pesticides, Stables Products and Chemicals, or vehicles products. Clean water can become polluted water when flowing across stables areas by picking up potential pollutants describes above. Sources of polluted water include Animal Use Areas, manure storage, septic systems, feed and washing sites, septic systems, vehicles, and parking areas.

1.20 *Riparian Setback:* Means a buffer area in which certain activities, including stabling or turnout of horses, will be forbidden to take place. Minimum Riparian Setback shall be 50 feet from seasonal streams that dry out in the summer, and 100 feet from streams that run all year. Setback distances will be measured from the top of creek bank.

1.21 *Rolling Dip:* Means a combination of a Water Bar and a Swale that crosses a path to intercept Runoff and prevents Runoff from running down the path or trail.

1.22 *Roof Drain:* Means a system consisting of gutters and downspouts used to collect roof water, considered here a Clean Water source. System conveys water around or away from Animal Use Areas.

1.23 *Runoff:* The draining away of water (or substances carried in it) from the surface of an area of land, a building or structure. Runoff can be considered Clean Water or Polluted Water, depending on its origin and exposure to Animal Use Areas and other potential pollutants.

1.24 *Seasonal Seeding:* Means seeding an area before the rainy or windy seasons to supply vegetation to keep soils in place.

1.25 *Seasonal Treatment Pond/Sediment pond:* Means a water collection system that may be used to settle polluted Runoff, providing a cleaner Runoff to streams. The ponds may be lined or unlined depending on soil and groundwater conditions. They are characterized by being above flooding elevations, having a two foot freeboard, being of a volume to contain runoff based on a certain size storm such as 1 inch of rain within 24 hours. These must be maintained and inspected prior to storms, cleaned of solids annually, and sites may be rotated.

1.26 Sediment Basin: Means a temporary pond used to trap sediment from eroded or disturbed soils. Requires regular cleaning out of sediment, debris and inspection after storms, and may require trash rack.

1.27 Sediment Trapping: Means the use of methods to slow runoff to allow sediment to settle out before waters reach a drainage. Techniques include Sediment Basins, vegetation, vegetated filter strips, RECPs, silt fences, and vegetated riparian buffers. Sandbags can be used in emergencies.

1.28 Septic System: Means one of various technologies that treat sewer and polluted water. These must be maintained and must be professionally located, designed, permitted and inspected.

1.29 Soil Erosion: Means loss of soil, often caused by wind, water or mechanical disturbance, especially on bare, unprotected soils, saturated soils, and steep soils. Hooves cutting and loosening soils on slopes can create dusty soils which can blow away in windy weather. Rain water washing across bare or sparsely vegetated soils causes soil to quickly erode.

1.30 Stables Products and Chemicals: Means products used at the stables during operations and include but are not limited to: cleaners, detergents, shampoos, hoof and coat polish, tack cleaners, chemicals, pesticides, medicines, and vehicles products.

1.31 Surface Water: Means water, usually natural water, that is on the surface of the land and has not penetrated below the surface to become groundwater. Surface water includes storm run-off across paved and natural areas, run-off in ditches, permanent flows in streams. Surface water can be collected in Drain Inlets and dropped into underground piping systems called drain lines that carry water by gravity and release it in a different location.

1.32 Swale: Means a shallow, vegetated or lined ditch that collects and guides Runoff.

1.33 Twenty-four Hour Supervision: Means Lessee provides for supervision of horses at all times to assist with fire or veterinary emergencies. Supervision can be accomplished by a person on-site trained in basic emergency response, or Lessee may propose an alternative monitoring option to meet this requirement, which will be subject to Lessor approval.

1.34 Underground Drainage System: Means a connected series of drain inlets and piping in which either clean or polluted runoff is separately collected and transported to a drainage, field, roadside ditch or other location.

1.35 *Water Bar:* Means a trench or interceptor dike placed at intervals along a road, trail, etc., to prevent water erosion on sloping trails and roads. This spills into a drainage or system that carries water off the road and prevents flooding, washouts and accelerated erosion

1.36 *Weed-Free Forage and Bedding:* Means hay, feed, straw or straw mulch that has been inspected according to procedures accepted by the State of California, found to not to contain seeds of noxious weeds.

III. BEST MANAGEMENT PRACTICES MANAGEMENT REQUIREMENTS AND METHODS

A. Water Quality

Goal: Stables operation will manage Surface Water and Runoff to protect water quality.

1. Requirements

a. Lessee shall manage and maintain drainage to create a well-draining site and prevent standing water within equestrian use areas
b. Lessee shall manage and maintain site Runoff and drainage to separate Clean Water from Polluted Water.
c. Lessee shall manage Clean Water runoff to convey Clean Water around or away from Animal Use Areas to prevent pollution of Clean Water.
d. Lessee will manage Polluted Water so that Polluted Water does not come in contact with, or drain directly into Surface Waters.
e. Lessee shall establish Animal Uses Areas and Manure Shed locations to maintain minimum Riparian Setback.
f. Parking areas shall be graded to drain away from streams.

2. Suggested Best Management Practices to achieve requirements

- *To monitor water quality:* Perform regular, scheduled, water quality monitoring to test for bacteria, nitrates, pH, and total dissolved solids downstream of the stables.
- *To separate Clean Water from Polluted Water:* Utilize a combination of techniques including Berms, Biofilters, Culverts, Drain Fields, Drain Inlets, Filter Strips, Interceptor Ditch and Conveyance, Lined Swales, Lined Waterways, Roof Drains, Septic Systems, Swales, and Underground Drainage Systems
- *To maintain setbacks:* Utilize Exclusion Fencing; eliminate or phase out use of any Animal Use Areas within 50 feet of creeks or wetlands
- *To maintain drainage:* Maintain grading of all outside areas at a 2% minimum slope; Install and maintain Free-draining Surfaces in high-use areas

B. Control Erosion and Sediment

Goal: Stables operation will manage erosion to keep soil in place, protect soil health, protect vegetation, and reduce sediment in Surface Waters.

1. Requirements
   a. Lessee shall maintain Premises to avoid soil loss from Soil Erosion, to minimize soil compaction and to maintain conditions necessary to promote healthy vegetation in unused areas such as buffers and sloped areas.
   b. Lessee shall maintain vegetation to stabilize soils, to settle sediments and to protect water quality. Existing native, historic, or ornamental vegetation will be protected from trampling, being driven or parked on, or otherwise damaged. Filter Strips shall not be mowed accept in areas approved by Lessor.

2. Suggested Best Management Practices to achieve requirements:
   - *To reduce Soil Erosion and protect vegetation in Animal Use Areas:* Implement seasonal closures for bare, sloped or lightly vegetated Animal Use Areas
   - *To reduce Soil Erosion:* Utilize a combination of techniques including Coir or straw rolled erosion control fabrics, Dust Control, Mulch, Seasonal Seeding, and Water Bars to divert Runoff.
   - *To reduce and filter sediment:* Utilize a combination of techniques including Filter Strips, Rolling Dips, Seasonal Treatment Ponds/Sediment Ponds, Sediment Basins, and Sediment Trapping.

C. Manage Manure

Goal: Stables operation will manage manure and urine to avoid water pollution, airborne contaminants and dust, protect vegetation and reduce pests.

1. Requirements:
   a. Lessee shall collect all manure and used stall bedding from Animal Use Areas at least daily.
   b. Lessee shall only store manure in approved Manure Shed.
   c. Lessee shall remove manure and used stall bedding from the site at least weekly, and will responsibly disposed of manure in method described in Lessor-approved Best Management Practices Compliance Plan (Described in Section IV).
   d. If Lessee operations include frequent equestrian trail use within GGNRA, at Lessor discretion, Lessee shall be required to develop and implement a plan to reduce or remove manure on trails adjacent to stables. This plan could include Lessee's responsibility to perform weekly removal of all manure within 200 yards of adjacent trail heads, or other mitigation techniques as proposed by Lessee.
2. Suggested Best Management Practices to achieve requirements:
   - *To divert Clean Water around Animal Use Areas and Manure Shed:* Utilize a combination of water diversion techniques as specified in Section III.A.2.
   - *To reduce environmental impact of manure storage:* Utilize Lessor-approved Manure Shed for any manure stored on Premises.

D. Manage Stables Operations

Goal: Stables operation will protect natural resources by conserving water, minimizing the impact and use of pollutants and minimizing the spread of noxious weed seeds.

1. Requirements:
    a. Lessee shall utilize Stables Products and Chemicals minimally, only as necessary for the health and safety of the animals and users. Lessee shall only use those products that are safe for the environment. Runoff that may contain these products shall be treated as Polluted Water.
    b. Lessee shall control pollution from motorized equipment and vehicles, including the following requirements:
    - Motorized equipment and vehicle maintenance, cleaning, and fueling areas shall be not be located within Riparian Setback, shall use drip pans, and shall treat fuel as a hazardous material.

    Fluids from motorized equipment shall be disposed of legally off-site.
    c. Lessee shall utilize Weed Free Forage and Bedding to prevent the introduction and spread of invasive plant species. Forage or bedding that is not certified weed free will only be permitted with Lessor review and approval.
    d. Lessee shall implement techniques to conserve water use.
    e. Lessee's use of pesticides and chemicals shall conform to all applicable federal, state, and local laws and regulations. Lessee shall submit for Service approval a pest control program report Form 10-21A for each pesticide or chemical that Lessee proposes to use, and shall maintain a pesticide use log to be submitted to the Service at the end of each calendar year. Lessee shall not use non-approved pesticides and chemicals.
    f. Lessee shall use adequate Service approved trash and garbage containers within the assigned areas to prevent pest attraction and breeding.

2. Suggested Best Management Practices to achieve requirements:
    - *To conserve water:* Utilize a combination of techniques that could include float valve or nose pump type water dispensers for stall or turnout watering bowls; professionally designed, efficient sprinkler system for dust control in arenas; rainwater collection; low flow sink and restroom fixtures; and low water use vegetation

E. Enhance Stables Safety

Goal: Stables operation will be managed to promote safety of animals, visitors, and staff and to ensure emergency preparedness.

1. Requirements:
    a. Lessee shall maintain a telephone landline on site with emergency contact information posted
    b. Lessee shall provide for Twenty-four Hour Supervision of horses.
    c. Fuel, lubricants, and solvents shall be kept in legal containers away from animals.

d. Lessee shall store on site a minimum number of horse trailers to provide emergency horse evacuation. Minimum number shall consist of 1 berth: 4 horses. Maximum number of trailers permitted on site shall remain as defined in Lease.
e. Lessee's operations shall incorporate or adapt The Marin County Equine Evacuation and Rescue Program (EQEVAC)
f. Lessee shall develop Stables Safety Plan for emergency response (Described in Section IV.Part C.) Stables Safety Plan shall be reviewed annually by all Lessee staff and shall be posted on site.
g. Lessee shall plan and manage site use to ensure emergency access, horse rescue, fire safety and earthquake safety including the following features:

- Fire safety: The following elements shall be contained in separate structures a minimum of 25 feet apart, or separated by approved fire-proof dividers:
    - Horse Stalls
    - Manure Storage
    - Hay and Feed Storage
    - Fuel and Fueled equipment
- Access and egress shall be maintained for trailer, truck, and emergency vehicles.
- Water storage, generator, pump and fire hose shall be located for easy access by Lessee or emergency personnel

h. Lessee shall identify trees within Premises that may be hazardous to animals or humans and shall treat or remove hazard trees. Tree trimming or removal will require Lessor approval.

IV. BEST MANAGEMENT PRACTICES COMPLIANCE PLAN

.

Before Lease Effective Date and annually thereafter Lessee shall complete and submit to Lessor for review and approval a Best Management Practices Compliance Plan ("BMP Plan"). Approval of first BMP Plan will be required prior to facility Grand Opening.

BMP Compliance Plan will include:

Part A: BMP Requirements

For each Requirement (Requirements (a) through (z) of Section III):

1. Clearly identify how Lessee will address Requirement
2. Name Lessee representative/ employee responsible for Lessee's implementation of each Requirement
3. Specify frequency of ongoing activities or maintenance
4. For Requirement (j), describe manure disposal technique including frequency, destination, and disposal treatment or composting process at end location.

Part B: Aerial Map(s) showing the following

1. Creek setback (minimum 50' from seasonal creek)
2. Manure storage area(s)

3. Water Quality Systems and Runoff Conveyance
   i. All creeks, drainage structures, and septic systems
   ii. Illustrate how Clean Water from off-site is conveyed around Animal Use Areas to reach drainages
   iii. Show where roof water (considered Clean Water) goes
   iv. Illustrate how Polluted Water drains within Animal Use Areas
   v. Show the surface drainage slopes and slope directions within Animal Use Areas, roads, parking area and pathways.

Part C: Stables Safety Plan

1. Include procedures for fire, earthquake, flooding, drought and veterinary emergencies.
2. Detail horse evacuation procedures and safety turnout zone to take horses to in case of emergency.

EXHIBIT C: GOLDEN GATE PARTNER PROJECT HANDBOOK

National Park Service
U.S. Department of the Interior

Golden Gate
National Recreation Area

Fort Mason, Building 201
San Francisco CA 94123

Golden Gate Project Handbook

Park Partner Rehabilitation and New Construction Projects

VERSION 6.1 – APRIL 2009

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INTRODUCTION

Purpose

The National Park Service (NPS), Golden Gate National Recreation Area, has issued the *Golden Gate Project Handbook* as a source of information and guidance for park partners as they begin building and site rehabilitation and improvements within Golden Gate National Recreation Area (GGNRA). While many of our park processes parallel the construction processes of the private sector, there are additional considerations which result from our status as a national park. Several of our sites have special status as properties listed or eligible for listing on the National Register of Historic Places, including National Historic and National Natural Landmarks. This *Project Handbook* is intended to clarify these considerations and the particular procedures followed within GGNRA.

All park partner proposals for program and space change begin with an evaluation for consistency with the park's General Management Plan, any site-specific planning documents, and NPS policies. As early on as possible, a park team (including the business management and design/construction project managers) will be assigned to work with the park partner's project team. Design/construction and business planning are intended to occur in parallel so that all issues can be resolved before construction is permitted.

The *Project Handbook* consists of two parts: the *Handbook* section provides an overview of the process. The *Technical Appendices* are aimed at design/construction professionals and provide supplemental information on the detailed requirements of the process.

The process outlined in these documents applies to major projects – those involving one or more of the following attributes: new use, major rehabilitation, and/or sensitive areas – and is intended to be flexible. For minor projects (those involving an addition to existing use, conforming uses, non-sensitive areas), the process may be adjusted..

This handbook may be incorporated by reference into agreements between GGNRA and its partners. The partner-GGNRA agreement is controlling, should there be any conflict between it and this *Handbook*. NPS has the right to modify this *Handbook*, and its *Technical Appendices*, from time to time.

Roles & Responsibilities

Successful projects will result from the cooperation of NPS and its park partners. Both parties bring strengths and resources to the project, which are reflected in their role and responsibilities.

National Park Service

The National Park Service has a multi-layered role in the process: we are the ultimate owner, the landlord and the building department in one. GGNRA will ensure that all regulatory,

programmatic, and technical requirements are met, that design standards are adhered to, and the project is consistent with the NPS mission.

Park Partners

Park partners provide specialized programmatic support for the NPS mission, and the focused expertise that involves. For these projects, partners bring their vision, financial resources, and technical expertise through the design/construction team. Park partners are responsible for ensuring that the design is complete, technically accurate, fully coordinated among all disciplines and meets all regulatory requirements. Partners are also responsible for quality control during construction such that the final project complies with the approved Construction Documents.

A successful project will provide improved resources to support both the park partner's and the park's missions.

Partnership

Construction projects – whatever their size and scope – can strain otherwise good relationships. Therefore, we request that every project process include the following key components:

1) a letter of agreement or project agreement, including a jointly agreed-to timetable
2) partner-held funds adequate to cover the costs of anticipated reviews
3) and perhaps most important, adequate professionals on the partner's team, so that the NPS role can be to facilitate and provide oversight .

Particular projects may benefit from a joint GGNRA-partner workshop to evaluate alternative approaches along jointly agreed-to criteria, in order to select the approach that most fully meets all needs.

Because good communication is so key, at the point where a construction firm enters the project we may also recommend an additional "partnering" workshop to clarify how all participants (GGNRA, park partner, A&E, construction firm, others) can best work together, and anticipate and handle potential difficulties.

Process Summary

Concept/Proposal Evaluation and Approval

In general, park partner projects begin with submittal of a conceptual proposal to the park. The concept will be evaluated for conformance with existing laws and regulations, National Park Service policies, the *General Management Plan for Golden Gate National Recreation Area* (GMP), existing occupancy agreements, and any site-specific planning documents. If appropriate, the Park Superintendent will issue an approval of the concept and the project process will commence.

Environmental Compliance and Planning Documents

If a proposal does not conform to existing planning and environmental documents, or a previously prepared document is determined to be out of date, a new document must be prepared in conformance with the National Environmental Policy Act (NEPA). This process will be guided by the park's Planning division, and is not covered by this *Handbook*.

Project Scoping & Project Agreement

Upon conceptual approval of a park partner's tenancy or improvements proposal, GGNRA staff and partner representatives will meet to begin general discussion of the project scope of work. Through a collaborative process, the partner and GGNRA will develop a Project Agreement addressing the following components of the project: scope of work, funding, compliance needs and expected areas of impact, park partner and design team components and qualifications, expected reviews and consultation, project timeline, and identification of the project management contacts (business and design) for both GGNRA and the park partner.

Design

Most projects will develop in three design phases: Schematic Design (SD), Design Development (DD), and Construction Documents (CD). The park partner will formally submit documents for GGNRA review at each phase. Review comments and approval to proceed to the next phase will be provided through the Park Superintendent; comments must be incorporated into the subsequent phase of design. Upon satisfactory completion of the CD phase, and signing of the business agreement, the project will proceed to construction. GGNRA staff are available for consultation throughout the process.

Key design standards: International / California Building Codes (including Energy Code); California State Historic Building Code; Americans with Disabilities Act / Architectural Barriers Act (facilities and programs); Leadership in Energy & Environmental Design.

Fundraising

NPS appreciates the efforts of our park partners in support of the park mission. We understand that fundraising, particularly for capital improvement projects, is part of that support. However, to ensure the integrity and appropriateness of fundraising activities, partners must have approved agreements with NPS to undertake specific fundraising campaigns. Such agreements require the approval of the Director of the National Park Service if:

1. They have a goal of $1 million or more;
2. Funds will be solicited nationally;
3. They involve national advertising or promotional elements; or
4. There is the likelihood for significant controversy.

Development Advisory Board (DAB)

Projects of $500,000 or more may need review by the NPS Development Advisory Board. Presentation to the DAB will usually occur at two points: during the Concept phase (after park approval), and at the end of the Schematic Design phase. NPS will provide guidance in preparing the necessary submittal materials; the Park Superintendent will present the project. If a project is required to undergo DAB review, preparation should begin early in the process, while alternative solutions are broadest.

Investment Tax Credits

Some for-profit partner projects may qualify for the federal historic preservation tax incentives program. The program is administered by the State Historic Preservation Office, the IRS and the National Park Service: while the process is similar to that outlined in this *Handbook*, it is reviewed outside the park. Local staff can provide some assistance, but partners are directed to contact the Technical Preservation Services for specific guidance. (see "Contacts" below).

Permit and Construction

When the final Construction Documents are approved, the Park Superintendent will issue a Permit for Construction (generally inherent in the signed business agreement). Permit Conditions of Work will be issued in conjunction with the Permit: these Conditions include certain pre-construction requirements, especially submittal of a construction management plan. Park Partners must submit these materials prior to starting construction activities. Once the pre-construction requirements are met, GGNRA will issue a Notice to Proceed, and work can begin on-site. The park will monitor the construction, including permit compliance observations (construction inspection), and will ensure environmental and historic preservation compliance monitoring occurs. GGNRA may issue a Temporary Certificate of Occupancy if construction is substantially complete and can be occupied without hazard. The Park Superintendent will certify satisfactory final completion of the project by issuing a Final Certificate of Occupancy.

Additional Guidance

A brief overview of the process for typical projects is shown in the *Project Process Chart*. The *Project Handbook* provides a narrative overview of the typical process, including the various phases and involved parties. Details of the typical requirements and reviews are provided in the *Technical Appendices.* The process is intended to be flexible, and can be adjusted to accommodate both the size and complexity of the project and the regulatory and policy requirements of NPS.

Contacts

Golden Gate National Recreation Area
National Park Service
Fort Mason, Building 201

San Francisco CA 94123

For specific elements of the process, Golden Gate contacts are as follows:

- Design submittals – NPS Project Manager (Design)
- Business agreement – NPS Project Manager (Business)
- NEPA Compliance – Senior Environmental Protection Specialist
- NHPA Compliance – Park Senior Historian
- Development Advisory Board – Chief, Project Coordination & Special Projects

For Investment Tax Credit certification, contact:

Technical Preservation Services
National Park Service
1849 C Street, NW (org code 2255)
Washington, D.C. 20240
202-513-7270
e-mail: nps_hps-info@nps.gov

Internal Revenue Service
Rehabilitation Tax Credit Compliance Unit
P. O. Box 12040
Philadelphia, PA 19105

The tax incentives program is a partnership program among the State Historic Preservation Offices (SHPOs), the National Park Service (NPS), and the Internal Revenue Service (IRS). An overview of the program and its requirements can be found at www.cr.nps.gov/hps/tps. Projects eligible for tax incentives: affect structures listed (or eligible for listing) on the National Register of Historic Places; must be used for income-producing purposes; must undergo substantial rehabilitation; and must comply with the Secretary of the Interior's *Standards for Historic Preservation*. While the process is similar to that outlined in this *Handbook*, the program is administered and approved outside the park – all requirements should be confirmed with the appropriate authorities.

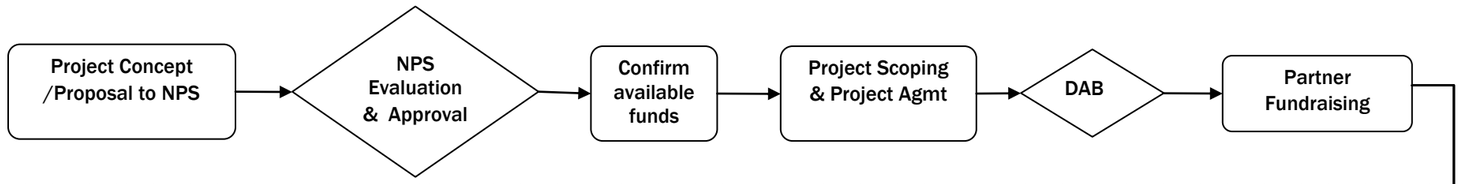
For National Pollutant Discharge Elimination System (NPDES) permits:

State Water Resources Control Board
1001 I Street
Sacramento, CA 95814 *OR*
P.O. Box 100
Sacramento, CA 95812
Tel: 916-341-5250
Fax: 916-341-5252
www.swrcb.ca.gov

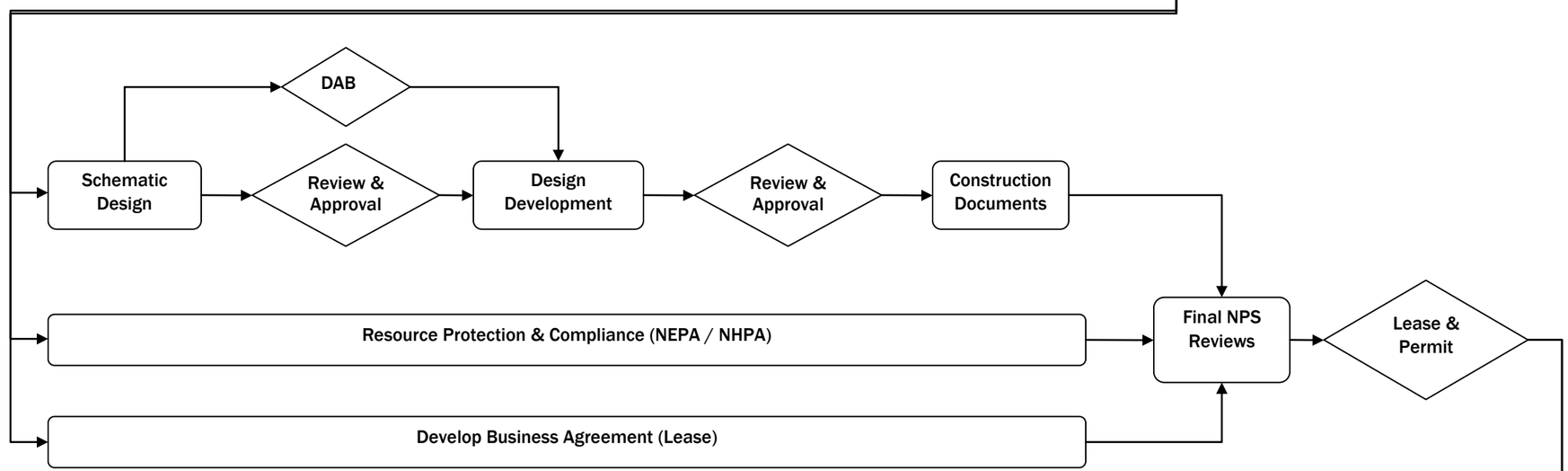
Construction activity resulting in a land disturbance of one acre or more, or less than one acre but part of a larger common plan of development or sale must obtain the Construction Activities Storm Water General Permit (General Permit). Construction activity includes clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. Construction activity does not include routine maintenance such as, maintenance of original line and grade, hydraulic capacity, or original purpose of the facility.

DETAILED PROJECT PROCESS

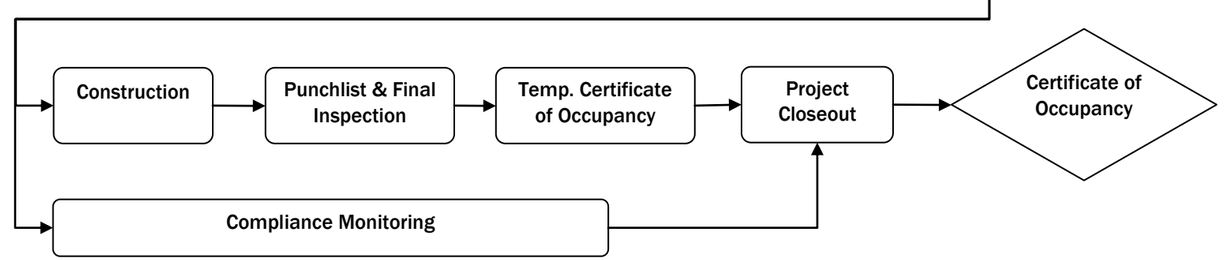
CONCEPT / PROPOSAL



DESIGN



CONSTRUCTION



Note
Process for major projects;
Flexible for minor projects

Project Checklist

Park Partner: _____

Project Title: _____

Location(s): _____

Contacts (name/tel):	**Park Partner**	**GGNRA**
Business		
Design/Construction		

	Submittal Date	**Approval Date**
Concept/Proposal		
DAB (as required)		
Project Agreement		
Confirm Available Funds		
Schematic Design		
DAB (as required)		
Start NEPA Compliance		
Start NHPA Consultation (5X)		
Design Development		
Native Plant List		
Construction Documents		
Construction Permit		
Pre-Con. Conditions		
Pre-Con. Partnering		
Punchlist		
Final Inspection		
Temporary Certificate of Occupancy		
Project Closeout		
Final Certificate of Occupancy		

ADJUNCT PROCESSES

The *Project Handbook* provides general information about the whole park partner project process, but primarily addresses the design and construction component of such projects. Note that the design/construction and business aspects, while handled separately, are intended to occur in parallel so that the final approvals can be issued simultaneously. The Permit for Construction is inherently part of the signed business agreement ("lease"). Specific conditions of work relating to construction will also be issued. It is intended that no lease will be signed prior to the final approval of construction documents, in order to ensure that all items of negotiation have been captured in at least one of these two major documents. For projects which occur under an existing lease, a separate Permit for Construction will be issued to authorize such work.

Cost Recovery

Authority to Recover Administrative Costs

As part of its operation of the GGNRA, the National Park Service provides a variety of planning, compliance, design and construction documents review, construction monitoring and inspection, building permit issuance, and other support services to individuals and organizations with agreements to use and/or occupy GGNRA buildings and land. Because these services provide special benefits to third parties beyond those provided to the general public and paid for by appropriated funds, NPS is mandated to recover its costs for such services.

Cost Recovery Schedule

NPS has developed a schedule of charges to recover its costs related to reviewing and processing both major and minor scale projects from pre-development planning to building and construction permit issuance and inspection**.** The current schedule of charges will be provided to partners at the beginning of the project. There are two broad categories of charges: (i) pre-application, planning, NEPA and NHPA compliance, and Project Review; and (ii) design review, plan-check, and building/construction permit issuance.

Resource Protection and Compliance

All proposals with potential impacts on cultural resources, natural resources, visitors, and/or the human environment must be reviewed pursuant to the National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA). Materials should be submitted for review as early as possible, in order to evaluate projects when the broadest range of alternatives is available. The GGNRA Project Manager will ensure that park partner proposals are submitted. However, park partners will be responsible for helping to prepare materials, and for completing compliance requirements, including documentation of historic fabric. NPS staff are committed to providing collaborative assistance throughout the rehabilitation process.

Sample forms for the review processes described below are provided in *Appendix F*.

National Environmental Policy Act (NEPA) / Project Review

Any project proposed to occur in Golden Gate National Recreation Area must be reviewed when such actions are to be implemented, funded or authorized by a federal authority (in this case, the National Park Service), to determine whether these projects may affect environmental and/or cultural resources. As all park partner projects must be authorized by the NPS, all projects will undergo review. This includes the rehabilitation of non-historic as well as historic structures, and also applies to post-occupancy projects. The GGNRA Project Review Committee meets biweekly.

The National Environmental Policy Act (NEPA) is the basic national charter for environmental protection. Among its provisions, this act declares that it is the policy of the federal government to "preserve important historic, cultural, and natural aspects of our national heritage." NEPA requires an interdisciplinary study of the impacts associated with federal programs. The NEPA process may raise issues that require modifications or significant changes to a proposed project.

Many proposals may be covered under existing environmental studies (Presidio GMPA/FEIS, etc.) However, GGNRA review will determine if further NEPA compliance is required. If so, park partners will assist in the completion of an Environmental Assessment (EA) or Environmental Impact Statement (EIS) to determine the effects of the proposed undertaking on the environment, and may be required to fund the costs of the EA/EIS. An EA/EIS requires an analysis of alternative proposals, includes public review, and may take a year or more to complete. When covered under existing environmental documents, the project will be expected to complete all applicable mitigation measures.

The final project may require additional permits from other agencies, including the US Army Corps of Engineers, Regional Water Quality Control Board, San Francisco Bay Conservation and Development Commission (BCDC), or others.

National Historic Preservation Act (NHPA) ("Preservation Assessment", "5X")

Section 106 of the National Historic Preservation Act mandates that federal agencies take into account the effects of their actions on properties listed or eligible for listing in the National Register of Historic Places. Under this Section of the Act, federal agencies are required to enter into consultation with the Advisory Council on Historic Preservation (ACHP) and the State Historic Preservation Office (SHPO), as well as with other interested parties, on the development of a project that involves an historic resource. However, Programmatic Agreements have been developed with these other agencies that delegates consultation authority for many projects to GGNRA historic preservation staff.

The goal of consultation is to avoid, minimize, or mitigate any adverse effects on historic resources, thereby protecting our shared heritage from thoughtless or ill-considered damage. Federal law requires that all historic structures, landscapes and archeological sites in which the Park Service has a legal interest be managed as cultural resources. Regardless of type, level of significance or current function, every structure is to receive full consideration of its historic values whenever a decision is made that might affect its integrity.

NHPA consultation is initiated through the GGNRA Preservation Assessment form (5X). Consultation must begin early in the project's planning, so that a broad range of alternatives may be considered during the planning process for the project. While some actions may be Certified (or not Certified) by Golden Gate historic preservation staff, projects that involve new construction, significant ground disturbance, demolition, or adverse effects to the historic property will require consultation with the SHPO, ACHP, and other interested parties.

The GGNRA Project Manager will ensure that park partner undertakings are submitted for consultation; park partners are responsible for assisting with compliance requirements. These requirements may include archeological testing and monitoring, Native American monitoring of ground disturbing activities, documentation of existing conditions, and documentation of proposed adaptive use changes prior to rehabilitation. When samples are taken, whether archeological or as part of the rehabilitation of sites and structures, park partners may be required to pay for the costs of curation by NPS.

DESIGN AND CONSTRUCTION

Submittals

Typically, major projects will involve three formal design submittals at major milestones, each to be followed by formal response from the park. At the conclusion of the construction phase, archival as-built drawings and other project records must be submitted. These submittals and responses will reflect both the business and design components of the project. It is intended that GGNRA and park partners will work collaboratively throughout the process, such that the submittals document the work completed to date. Interim progress submittals may also occur during each phase of the project, based on the complexity of the project and GGNRA/partner discussions. Detailed submittal requirements are presented in the *Technical Appendices*.

Submittals for review of a tenant's project will typically occur at the Schematic Design (SD), Design Development (DD), and Construction Documents (CD) phases. In order to safeguard life, health, property and public welfare, **all drawings, plans and specifications shall be prepared by licensed professionals (architects/ engineers),** except as noted below. For all phases of submittals in the development of the proposal, park partners must submit drawings, specifications, reports, schedules and cost estimates as detailed in *Appendix D*. These documents will undergo review for compliance with NEPA/NHPA. They will also be analyzed by GGNRA for compliance with applicable codes and standards, including the International / California Building Codes, ADA, the Secretary of the Interior's *Standards*, environmentally sustainable practices, and the like. Park staff will be available (through the project managers) for collaborative assistance throughout the project. The submittals are intended to provide appropriate review and documentation of each phase of the process.

Work by Licensed Professionals – Exceptions

All drawings, plans, and specifications shall be prepared by licensed professionals, except as noted in the California Business and Professions Code. The following structures are exempt from the requirement to used licensed professionals:

- Non-structural or non-seismic elements, finishes and furnishings within the interior spaces of a building;
- Non-structural/non-seismic store fronts, interior alterations or additions, fixtures, cabinet work, furniture or other appliances or equipment;
- Any work necessary to provide for their installation;
- Any alterations or additions to any building necessary to or attendant upon the installation of such store fronts, interior alterations or additions, fixtures, cabinet work, furniture, appliances or equipment; provided, such alterations do not affect the structural safety of the building;
- Woodframe construction not more than two stories and basement in height for single family homes, multiple unit dwellings of less than four units, garages and other appurtenant structures;
- Agricultural or ranch buildings.

In all cases, if GGNRA determines that structural safety, or an undue risk to the public health, safety or welfare is involved, we may require the design and construction documents to be prepared by licensed professionals.

Project Scoping and Project Agreement

Upon conceptual approval of a park partner's tenancy or improvements proposal, park staff and partner representatives will meet to begin general discussion of the project scope of work. Through a collaborative process, the partner and GGNRA will develop a Project Agreement addressing the following components:

- Scope of the project
- Expected areas of impact and coordination (cultural and natural resources, ADA, life-safety, utilities, etc.)
- Expected reviews and consultations, including the anticipated number of submittals and reviews over the course of the project
- Preliminary scoping for environmental planning and resource compliance, including identification of applicable or needed environmental/planning documents
- Project cost evaluation, including anticipated cost recovery charges
- Project timeline
- Identification of park partner and design team components (project management, architect, landscape architect, historic preservation, ADA, engineering, etc.) GGNRA will review the qualifications of the proposed members of the design team.
- Identification of GGNRA project management team (business and design)

The scoping phase is also a research phase. Park partners should review existing materials (planning documents, environmental studies, historical research, existing plans and photographs, etc.), and begin code and structural analyses as needed. Research will help the design team to be aware of the opportunities and constraints affecting the site and structures. After these factors are known, partners can refine programming information, develop the conceptual and alternative solutions, and preliminary schedule and budget. Park partners should document the materials reviewed, analyses conducted, additional research needed, and the project proposal.

It is recommended that the project be submitted to GGNRA Project Review for scoping at this phase, which will provide guidance on further required reviews and coordination, design issues, public involvement, environmental and resource concerns, etc.

NHPA consultation also begins at this phase, where the broadest range of alternatives is available. Depending on the level of effect of the proposal, consultation may either be with GGNRA historic preservation staff through the 5X process or through the outside regulating agencies (see NHPA Review above).

Development Advisory Board

Major park facility construction projects are subject to review by the members of the NPS service-wide Development Advisory Board (DAB) and five non-NPS Advisors to the Director

(the Advisors). The DAB is a committee of the National Leadership Council (NLC) that provides a park service-wide perspective in policy for and oversight of NPS construction programs and the formulation of individual projects. The recommendations of the Board and the Advisors assist the Director and the NLC in ensuring that projects are of high quality, incorporate sustainable practices, are appropriate to their settings, and demonstrate defensible cost-conscious decisions focused on cost reduction.

In general, projects with an estimated cost of $500,000 or more must be presented to the DAB, regardless of funding (NPS or park partners). For park partner projects meeting this threshold, DAB submittal materials must be prepared; GGNRA will provide guidance for meeting the submittal preparation criteria, and will present the project to the Board. Presentation will likely occur twice: at the Concept/Proposal phase, and at the completion of Schematic Design. Note that the DAB meets quarterly, and materials must be turned a minimum of five weeks prior to the meeting.

Schematic Design

Schematic Design materials should convey the entire scope of the rehabilitation and/or new construction in general terms. All structures and sites must be addressed. Drawings may be considered as annotated sketch plans, but should indicate all proposed architectural or landscape alterations, utility impacts and upgrades, and accessibility upgrades, including the proposed exiting system. If historic elements are proposed for removal, show these removals only on supplemental sketch plans.

Note that due to the long lead times for providing native plant materials (18-24 months), intensive discussion of the proposed planting plan and desired plant palette should begin at this phase.

GGNRA professional staff are available to assist in the interpretation of the *Secretary's Standards* and the *Rehabilitation Guidelines* (see "Codes and Standards" below), and can provide guidance for the NEPA and NHPA compliance processes. Park staff will review the submittal for completeness. Limited supplemental materials or narrative may be necessary to show the proposed rehabilitation in sufficient detail. When GGNRA deems the submittal complete, we will review the submittal. The Park Superintendent will transmit review comments and approval to continue to the next design phase, as appropriate.

The project proposal must be submitted for NEPA/Project Review at this phase, if not previously submitted. NHPA consultation will continue.

Investment Tax Credits

If Investment Tax Credits are being sought, additional review procedures and documentation must begin at this preliminary design phase. For compliance purposes, it is important to document the steps taken throughout the design decision making process and the alternatives considered and rejected. Contact NPS Technical Preservation Services for more information.

Development Advisory Board

For the Schematic Design phase presentation, if required, GGNRA will guide park partners in preparing the submittal materials. Any value analyses performed for the project (selection of preferred alternative, life-cycle cost analyses, etc.) should be recorded in the presentation materials. Value Planning, Value Analysis and Value Engineering are the same basic process applied at different stages of a project.

Design Development

The project design is refined during the Design Development (DD) phase. DD materials will be more comprehensive in scope than the Schematic Design, and should document all proposed actions, including but not limited to: demolition (historic and non-historic materials, salvage, curation), rehabilitation, new construction, systems (mechanical, electrical, life-safety, etc.), site improvements, final planting plan and plant list, technical reports, schedule and cost estimate. All drawings of this submission are to conform to NPS requirements. (See the *Technical Appendices* for details.)

Note that GGNRA may require that local native plants be used for the project, in compliance with NPS management policies. A complete and park-approved plant list must be received by June of the year prior to a December-February planting season. For grasses, a two-year notice may be needed to collect and multiply seed. See *Appendix C* for details.

GGNRA will review the submittal for completeness, and if deemed complete, will provide review and comments. The Park Superintendent's approval of the Design Development package allows the tenant to proceed to the Construction Documents phase, with the understanding that the final design shall not differ significantly from the approved design.

NHPA consultation will conclude at the completion of this phase with either a Memorandum of Agreement signed with the NPS and outside regulating agencies, or with Certification of the project by the 5X panel, depending on the level of effect of the proposed project.

Construction Documents

All plan, section and elevation drawings of the Construction Documents (CD) shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and shall show in detail conformance with the provisions of all applicable building codes, relevant laws, ordinances, rules and regulations. Review comments from previous design phases should be fully incorporated into the drawings, specifications, technical reports and other documents comprising the CD package. (Refer to *Technical Appendices* for submission requirements.)

Compliance measures for NEPA and NHPA should be reflected in the Construction Documents. Mitigation measures outlined through the NEPA and NHPA compliance processes should be incorporated in the Construction Documents, and/or in the construction management planning which should be underway at this phase (see below).

GGNRA will review the submittal for completeness, and if deemed complete, will provide review and comments. After incorporation of final comments, the 100% Construction Documents shall serve as the Permit drawings for construction. Changes from the permit drawings must be approved in writing by the park.

Site Furnishings and Signs

GGNRA understands that project efforts may be focused on capital improvements. However, we note that the impacts of smaller design elements must also be evaluated. The locations, quantities and sizes of items such as signs, benches, trash receptacles, etc. can have substantial cumulative effects. If not fully specified in the primary construction documents, a separate submittal covering these elements must be submitted for GGNRA review and approval.

Permit and Construction

Projects which successfully complete the design and business processes will be issued a Permit for Construction. In most cases, this permit will be inherent in the lease, which includes the parameters for development of the building(s) and site(s). When the project is being developed under an existing lease, a separate document describing these parameters will be issued.

In either case, construction will also be contingent upon the completion of various Conditions of Work. GGNRA recommends that park partners begin planning for construction activities during the Construction Documents phase, including compliance with known permit requirements. Preliminary drafts of these plans may be submitted with the Construction Documents for review. (When both CDs and draft construction management documents are submitted at the same time, review comments will be issued concurrently, but in separate files for clarity.)

Permit

Upon final approval of the Construction Documents and completion of the business agreement, the Park Superintendent will issue a Permit for Construction. In conjunction with the Permit, GGNRA will issue Permit Conditions of Work. The Permit does NOT allow work to start immediately – a separate Notice to Proceed will be issued. Several requirements in the typical Permit Conditions must be fulfilled prior to starting work on-site. For example, park partners must submit a site-specific safety and health plan, a staging plan, provide the contractor's contact information, etc. (See *Technical Appendices* for typical Permit Conditions of Work. Note that project-specific requirements may be added.)

Pre-Construction

In addition to meeting the pre-construction Conditions of Work, GGNRA suggests that a partnering session occur during the pre-construction phase. This session can provide orientation to the project, park policies and regulations, GGNRA and partner roles and responsibilities, communications and coordination processes, dispute resolution methods, etc., to new team members (for example, the general contractor and subcontractors). Partnering sessions also serve as an introduction to all the members of the project team for both the park partner and NPS.

Notice to Proceed

Written authorization must be obtained from the park prior to commencement of any excavation, demolition, removal, construction or alteration of any GGNRA site or structure. The Park Superintendent will issue a Notice to Proceed, permitting the start of actual construction on-site, contingent upon the completion of all pre-construction requirements noted in the Permit Conditions of Work.

Construction

GGNRA will perform permit compliance observations to ensure that projects are constructed in accordance with the approved Construction Documents. However, park partners are responsible for quality control (in cooperation with their contractor) and to ensure that the project meets all permit requirements.

Resource and compliance specialists will monitor the project for design compatibility through review of all phases of submitted documents, and throughout the construction process for any deviations from the approved design. Archeological/architectural discoveries during demolition and/or construction may require further review. Park partners should be prepared to remove and store samples of historic fabric scheduled for demolition, and may be required to fund associated curatorial activities.

Punchlist / Temporary Certificate of Occupancy

As the project nears completion, the park partner may request a punchlist inspection. The GGNRA permit compliance team (with the park partner's design team, if desired) will perform a walkthrough of the project to determine what elements of the project remain to be completed: the resulting listing is the project punchlist. If the park partner requests, and if construction is substantially complete and GGNRA finds that no substantial hazard will result from occupancy of the building before final completion of the work approved under the Permit for Construction, the Park Superintendent may issue a Temporary Certificate of Occupancy. This will allow the park partner to begin moving into the improved/new facilities. Note that Temporary Certificates of Occupancy will expire – all punchlist items and project closeout requirements must be met for the park to issue a final Certificate.

Project Closeout & Final Certificate of Occupancy

At the completion of construction, park partners should notify the park they are ready for the final inspection to confirm completion of all punchlist items. In addition, park partners must submit complete as-built drawings of archival quality, and any associated electronic files (in park-approved formats). There may be additional closeout requirements per the Conditions of Work and/or developments during construction. The Park Superintendent will certify satisfactory completion of the project by issuing a final Certificate of Occupancy.

Document Formats and Standards

Document submittals must be compatible with National Park Service standards, particularly for final as-built documentation of projects. The project files will become part of the GGNRA archives, and may be used for research, operations and maintenance, emergency services, etc.

All Construction Documents and Construction phase submittal materials shall be provided as both printed and electronic files. Electronic text files shall be MS Word, MS Excel or compatible; electronic drawing files shall be AutoCAD 2000 or compatible. Complete files for all disciplines, reports, etc. must be submitted. Electronic materials must be provided on PC-formatted 3.5" diskettes, CD-ROM or ZIP disks.

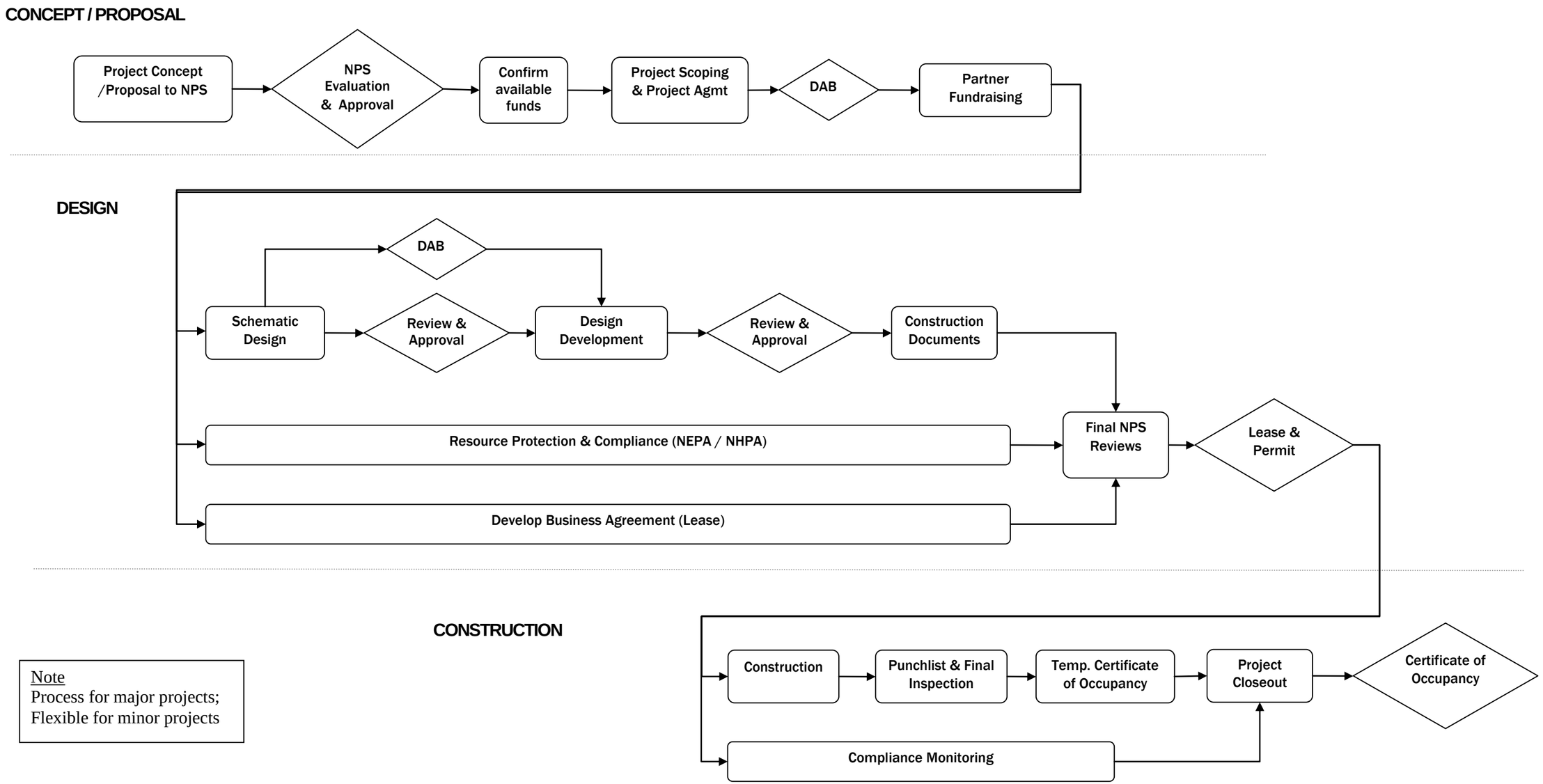
- Archival drawings shall be black, waterproof ink on polyester film or vellum.
- Archival text materials shall be printed black text on white bond.
- Processed photographic materials shall be black/white, printed on archival papers. Provide all negatives. Generally, archival-quality contact prints, negatives and identification materials for each roll of film must be provided; GGNRA may require specific photographs to be provided as individual prints.

NPS Commitment

Golden Gate National Recreation Area is committed to the successful implementation of park partner projects. We understand that large projects and new activities can be stressful for all involved, but hope that the guidance provided in this *Project Handbook*, as well as our assistance throughout the project, will ease the process and enable our partners to reach their goals.

APPENDIX A – DETAILED PROJECT PROCESS

Project Process Flow Chart



Note
Process for major projects;
Flexible for minor projects

APPENDIX B – CODES AND STANDARDS

Please note that the materials below are oriented towards major projects. The process is flexible, and application for minor projects may differ, although the same standards apply.

Building Codes & Standards

General

- International / California Building Code
- National Fire Protection Association 101 (NFPA 101): Life Safety Code
- Americans with Disabilities Act / Architectural Barriers Act (ADA / ABA)
- International Fire Code
- NFPA Volumes 1-15

Historic Structures & Sites

- California State Historic Building Code (Title 24, Part 8)
- International Existing Buildings Code
- Uniform Code for Building Conservation
- Secretary of the Interior's Standards for Rehabilitation

Systems

- National Electrical Code (NFPA 70)
- International Plumbing Code
- International Mechanical Code
- California Energy Code (Title 24, Part 6)
- California Elevator Safety Construction Code (Title 24, Part 7)
- US Green Building Council Leadership in Energy and Environmental Design (LEED)

Additional NPS policies and guidelines apply – see *Handbook* "Design and Construction" section. NPS staff can advise regarding the application of these codes and standards.

Fire Codes – Hazard Reduction

Fire Alarms & Sprinklers

All new construction will require sprinkler and/or fire alarm systems. Existing historic and non-historic buildings undergoing major rehabilitation or alteration will require sprinkler and fire alarm systems.

The fire alarm system is required to be fully addressable. Fully addressable means all fire alarm, trouble and supervisory conditions must be capable of transmitting those signals from the

protected premises to the Golden Gate National Recreation Area's communication center in the Presidio. These systems shall be made up of initiating devices and notification appliances as determined by the authority having jurisdiction (Presidio Fire Department). A fire alarm control panel or remote fire reset keypad is to be placed at the primary entrance to the facility. Fire detection systems shall be installed by California licensed contractors with at least 10 years' experience, in accordance with National Fire Protection Association Codes 70 and 72; contractors must be approved by the GGNRA Fire Prevention Office. Installing contractors shall be capable of UL Certifying the fire alarm installation.

For reporting purposes, sprinklers are to be zoned at least per floor. The fire alarm control panel and, where applicable, remote annunciator, will transmit to the GGNRA receiver the floor on which the sprinkler head activated.

Communications Center

Golden Gate National Recreation Area operates a central alarm monitoring facility located in the Presidio. The Communications Center utilizes the Radionics D6500 receiving equipment, which supports the "Modem IIIe" communication format. To facilitate optimum system performance and compatibility with this equipment, ALL fire alarm systems must transmit full "point-to-point" addressable information (alarm, trouble, supervisory signal) from the protected premises to the receiving location via dual, dedicated telephone lines, in the "Modem IIIe" format. Alternate methods of transmission are not acceptable.

Emergency Contacts

A minimum of four (4) names and phone numbers are to be supplied as emergency contact points and placed in the building Knox box (to be supplied and installed by the partner). These contacts will be called in the event of a fire, intrusion or other emergency.

Fire Codes During Construction

The Fire Department must be provided with emergency access keys for times when the building is unoccupied. (*UFC Article 87*)

The Fire Prevention Office must be notified prior to any modification or shut down of the fire protection system. (*UFC Article 87*)

An initial hot work permit must be obtained from the Fire Prevention Office. Thereafter, a qualified representative appointed by and under the authority of the contractor's license will be responsible to oversee safe operations. (*UFC Article 11*)

9-1-1 emergency system applies. The direct emergency line to the Park Communications Center is (415) 561-5656. Paramedic services are available through this extension. On-site signage should include both 911 and the direct number, as cell phones dialing 911 are routed through the California Highway Patrol, which may result in a delayed response. (*UFC Article 87*)

Accessibility & Universal Design

All facilities and programs within the park are subject to the Americans with Disabilities Act and/or Architectural Barriers Act. All proposals must be fully compliant with the law, and will be thoroughly reviewed for this compliance.

However, GGNRA, in alignment with the National Park Service, is committed to providing persons with disabilities with the greatest practicable level of access to our programs, activities, services, and facilities, in compliance with applicable regulations and standards. To that end, we intend to utilize the principles of universal design to projects in the park. Universal design is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. We encourage all park partners to utilize these principles in developing their proposals. Park staff are available for consultation and guidance.

[FURTHER INFORMATION IS IN DEVELOPMENT]

Structural Evaluation

Research, inspections, assessments, testing and evaluation of existing structures shall be performed in accordance with the standards of the *Handbook for the Seismic Evaluation of Existing Buildings* (FEMA-310) and *Prestandard and Commentary for the Seismic Rehabilitation of Buildings* (FEMA-356).

- Review initial considerations: seismic hazards, structural characteristics, use and occupancy requirements, etc.
- Select rehabilitation objectives (target performance level): **rehabilitation shall not result in a reduction of the performance level of the existing building.**
- Select rehabilitation method
- Develop rehabilitation design
- Verify rehabilitation design
- Prepare construction documents

This evaluation should occur no later than the Schematic Design phase, in order to fully inform the design process and allow the broadest range of alternatives to be considered.

Historic Structures

Seismic rehabilitation of buildings can affect historic preservation in two ways. First, the introduction of elements that will be associated with the rehabilitation may in some way impact the historic fabric of the building. Second, the seismic rehabilitation work can serve to better protect the building from possibly un-repairable future earthquake damage. The park's Preservation Assessment process reviews and balances these considerations.

Baseline Information, Research and Field Work

Use existing information where possible, including available drawings. The GGNRA Park Archives and Records Center has drawings and other information for many buildings in the park – call for an appointment: (415) 561-4807.

Perform research and physical examinations as described in FEMA-356, Chapter 2. If needed, perform probes, materials testing, destructive testing and geotechnical investigations. **All destructive investigations and materials testing must have prior written approval from NPS**: allow a minimum of three weeks for processing applications. Use existing information and undertake additional inspections and documentation as required to complete structural assessment, drawings, cost estimate, recommendations and report.

Recommendations

Prepare structural and seismic upgrade recommendations, including sketches and written report. Note impacts on existing and historic materials caused by correcting deficiencies. Discuss advantages and disadvantages of the recommended solutions. The preferred solution will address all deficiencies, and provide the best balance among protection, impact on historic materials and cost. The National Park Service is the approving authority.

Cost Estimate

Prepare cost estimates for each work recommendation based on measured quantities and unit prices. These estimates are for use in determining the preferred solution.

Report

Submit two (2) copies of the draft report to the Project Manager. NPS comments must be incorporated in the final report; submit two copies of the final evaluation report. The submittal should include:

- Building Description
- Evaluation Process
- Evaluation Results
- Building systems
- Lateral systems (shear walls, moment & braced frames, etc.)
- Diaphragm
- Connections
- Recommendations
- Alternatives
- Cost estimates
- NEHRP evaluation statements
- Calculations
- Half-size drawings and sketches
- Laboratory reports (as applicable)
- Photographs (labeled)

Sustainable Practices

"Sustainability" is an approach to design that recognizes that every design choice has an impact on the natural and cultural resources of not only the local environment, but also regional and global environments. The National Park Service is committed to implementing sustainable practices in planning, design, construction, operations and maintenance. One or more of the practices described below may be incorporated into the occupancy agreement, to capture long-term sustainability efforts.

Sustainable Buildings

Sustainable building practices at GGNRA start from the premise that rehabilitating structures is a sustainable activity in itself. The investment of energy in materials and construction need not be duplicated. Additionally, many historic structures respond in a more sustainable manner to their site and climate than a modern, hermetically-sealed, fully-conditioned building. Rehabilitation can take advantage of these existing conditions, and improve on them using new technologies, while at the same time preserving historic fabric, invested energy, cultural values and the like.

There are usually two major areas for applying sustainable practices: building systems, and interior design ("tenant improvements"). At the park, building systems are often in need of improvement, if not outright replacement, and developing efficient, sustainably-designed systems should be a primary goal for rehabilitation projects. Interior design improvements offer an arena to showcase sustainable design, from the innovative use of recycled and recyclable materials (conservation of natural resources) to ergonomic workstation design (protection of human resources) to ultra-efficient lighting design that mixes daylighting, use sensors, and new energy-efficient fixtures (energy conservation). Projects should demonstrate compliance with the US Green Building Council's "Leadership in Energy and Environmental Design" standards (LEED) where practicable.

Sustainable Landscapes

Sustainable landscapes reflect principles of conservation and an explicit acknowledgment that natural and cultural resources must be preserved, strengthened, and perpetuated. By stressing the inter-relatedness between humans and their environment, it is possible to create a landscape that strikes a balance between human resource consumption and resource conservation. However, achieving sustainable landscapes in an urban environment often presents a challenging task, given the complex assemblage of native and non-native plant communities, urban encroachment, recreational impacts, National Register designation requirements, and state and federal laws that protect approximately 36 rare or threatened plant species, and 75 rare or special status wildlife species in the park. Nonetheless, NPS is committed to the concept and will provide assistance on projects so that partners can meet this goal.

Sustainability and conservation concerns include recycling of plant material and debris, wood utilization, efficient use of natural resources (such as water for plant maintenance), the longevity and maintenance requirements of plants selected for replacement planting, and pest control.

Stormwater Management and Pollution Prevention

Park partners will need to analyze the impact of their project on storm drainage, including the impacts of construction. Partners will need to develop a stormwater management and pollution prevention plan (SWPPP), incorporating best practices for reducing stormwater pollution and erosion at their site.

Note that construction activities which disturb one or more acres (or are part of a larger common plan of development that disturbs one or more acres) will require a stormwater permit through the US Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES). The program is administered by the state of California. Partners must comply with the requirements listed by the State Water Resources Control Board regarding construction permits – see *www.swrcb.ca.gov/stormwtr*.

Transportation

Park partners will prepare a travel demand management (TDM) plan, in order to deal efficiently with current and anticipated transportation needs. Alternatively, tenants may be asked to contribute to the development of and participate in a TDM program over larger. In addition, site-specific traffic management plans are required during construction.

Park partners will need to evaluate, usually via surveys, the possible travel demand at their sites. Contributing elements include staff, clients, visitors and deliveries. The information gathered through these surveys, as well as data collected in previous surveys, will be used to prepare the TDM. As a condition of tenancy, park partners will be required to participate in a TDM program, including the development of vehicle reduction strategies such as car and van pools.

Integrated Pest Management

NPS is mandated by law to protect its cultural and natural resources for the enjoyment and benefit of future generations. The use of scientifically-based pest management is critical to the success of the mission of NPS. NPS is also charged with protecting visitors, tenants, employees, and wildlife from negative impacts from the use of pest management tools.

No pesticide (including items such as ant and roach sprays, flea bombs, etc.) may be applied by anyone (including contractors and residents) without prior written approval from the National Park Service's Integrated Pest Management (IPM) Coordinator. The IPM Coordinator is available to provide guidance in the handling of pest problems encountered by tenants. If tenants encounter a pest problem, they should contact the building (or site) manager; requests for additional assistance may be routed through the building manager to the NPS IPM Coordinator.

Waste Reduction and Management

Recycling and Waste Reduction

NPS is striving to reduce waste in the park. This goal can only be reached by minimizing waste through a variety of practices, including source reduction, reuse, recycling, and composting. In all aspects of their operations, park partners shall use their best efforts to implement the goals of environmental stewardship and sustainability. Park partners shall develop a recycling program in conjunction with their activities in the park, and coordinate their recycling program with NPS. Park partners should consider utilization of recycled and recyclable materials, as well as source reduction in the acquisition of all consumables. Partners should also consider the use of recycled/recyclable materials during rehabilitation, and the installation of water- and energy-saving devices in the operations and maintenance of their building and site.

Park partners can help reduce waste by buying products made from recycled materials, using products with minimal packaging, reusing and repairing items rather than throwing them away, and using products which can be recycled at the end of their useful life.

Hazardous Waste Disposal

Toxic and hazardous materials may not be disposed of with regular refuse, nor poured down sinks, drains, or street catch basins. Park partners who generate hazardous waste must obtain and use their own independent EPA Identification Number for any hazardous waste generated in the park. Park partners who generate hazardous wastes are prohibited from using National Park Service accumulation areas. Park partners are responsible for providing and managing their own accumulation areas in compliance with applicable laws, and shall provide the NPS with all environmental reporting information as required.

APPENDIX C – NATIVE PLANT RESOURCES

In accordance with NPS Management Policies, where altered plant communities are managed for a specific purpose, plantings will consist of species that are native to the park or that are historically appropriate for the period or event commemorated. This means that new plantings associated with partner projects should consist of local native plants, or restore historic plantings.

In developing native plant palettes, partners will work with GGNRA's Natural Resources division, and with the Golden Gate National Parks Conservancy (Conservancy), which runs our native plant nurseries. Due to the long lead times for seed collection and propagation when local native plants are required, partners should be prepared to work intensively on this subject during the earliest phases of design.

Conditions for Production

Note – As of June 2004, Conservancy costs for seed collection are $1.50 per plant and cost for growing are $2.00 per plant, based on the conditions below. If only seed is required, costs will be on a time and materials basis at $15/hour.

1. A complete and Park-approved plant list with number of plants requested of each species must be received no later than June of the year prior to a December-February planting. For grasses, two years' notice may be needed to collect and multiply seed. If planting will not occur in the winter, contact Betty Young, Director of Nurseries to agree on delivery date (415-331-6917, byoung@parksconservancy.org).
2. Typically, plants are grown in long slender tubes used in habitat restoration. If other sizes are needed, more growing time will be required. Above prices are based on a tube container (Deepot 16) 1-1/2" diameter x 8" long.
3. A 25% non refundable deposit of the total contract estimate will be required on submission of a plant order. A date will be agreed upon for the customer to pick up plants at the Marin Headlands Nursery. The balance of the order cost is payable on that date, whether plants are picked up or not. Prices are FOB Marin Headlands Nursery.
4. We cannot guarantee we will be able to collect the quantities needed to produce the plants requested. Seed resource is limited. Park allows no more than 5% of available seed to be collected.
5. Charges are made at our cost, to reimburse the Golden Gate National Parks Conservancy for staff time. We do not sell the plants; they are federal property. We charge for the time we pay staff to collect seed, under strict park ecological guidelines, from within the watershed in which they will be planted, and to propagate and grow the plants for your project, which will be planted within park boundaries. Invoice will read "Develop plant propagation materials for restoration efforts within the boundary of GGNRA"
6. Plants will be timed to be available by December 1 of the year in which installation will occur. If you are using irrigation and want the plants earlier, we can make some special growing arrangements but this must be agreed to beforehand..
7. We will hold plants until 3/31 after the normal December delivery time at no additional cost. If project is delayed past that date, a charge of 5% of the total amount will be

charged each month for upkeep. Potting up to large sizes or regrowing may be at additional cost. There is no guarantee of the quality of heldover plants. Typically, native plants do not remain in a healthy condition once rootbound.

8. Planting contractor will return containers to the Nursery after planting,
9. There is no guarantee of the quality of heldover plants. Typically, native plants do not remain in a healthy condition once rootbound.

APPENDIX D – SUBMITTAL REQUIREMENTS

Concept / Proposal

Submittal Items	Notes
Project description	Provide a brief description of the proposed project, including sketch plans. Drawings should be to scale.
Program information	Proposed use of building(s) and site(s), including expected staff, public access and visitation, etc.
Design alternatives	Provide narrative description of the intended approach, including preliminary preferred and alternative solutions
Preliminary schedule & budget	
Research materials list	List existing materials reviewed and analyzed, including archive documents and photographs, planning and environmental studies, cultural and natural resource materials, etc.
Additional research proposal	List additional investigations proposed, including geotechnical, cultural & natural resource studies, utility impact analysis, environmental investigations, etc.

NPS will evaluate the proposal for conformance with existing laws and regulations, NPS policies, park goals, and existing environmental and planning documents. The Park Superintendent must provide written approval prior to commencing the full project process.

Schematic Design

NPS requires up to 10 working days to conduct a check for completeness on the submittal. When NPS deems the submittal compete, full review will begin. Schematic Design review will take 15-25 working days.

Note – all drawings shall conform to NPS 10A: Design and Construction Drawings.

Submittal Items	Notes
Statement of due diligence	Provide summary of conditions at project site, including but not limited to seismic, soils and environmental remediation concerns, cultural and natural resource opportunities and constraints. Note research and investigations conducted to date and additional research proposed.
Schematic design drawings	Indicate proposed phases of development (if applicable), with actions and impacts clearly delineated for each phase.

• Site Analysis (min. 1"=20').....	Identify all historic site features and provide analysis and evaluation of condition and integrity
• Site Plan (min. 1"=20').....	Show affected buildings & vicinity, schematic outdoor uses and flow diagrams, and conceptual response to historic findings. Note that due to the long lead times for providing native plant materials (18-24 months), intensive discussion of the proposed planting plan and desired plant palette should begin at this phase.
• Floor Plans (min. 1/8"=1'-0")...	Show schematic space configuration & proposed occupancy
Schematic code analysis	
Schematic sustainability analysis.....	Note if project is intended to comply with LEED rating system
Programmatic narrative	
Schematic cost estimate	
Schematic schedule	

Required business materials must be submitted concurrent with the design materials.

NPS review and approval of the Schematic Design submittal allows the tenant to proceed to the Design Development phase; comments must be incorporated into the next phase of design. Partners should not proceed to the next phase of design until they have responded in writing to written comments on the current phase; GGNRA will issue separate written approval to proceed.

The compliance review processes should begin no later than DD phase. Park partner shall prepare, with NPS assistance, the Project Review and Preservation Assessment (5X) forms (samples in *Appendix F*). Projects will be scheduled for presentation as soon as possible, and park partners are invited to participate in the review meetings. NPS will provide written requirements and recommendations resulting from these reviews which must be incorporated into the project.

Development Advisory Board

Projects of $500,000 or more may need review by the NPS Development Advisory Board (DAB). We will provide guidance in preparing the necessary submittal materials; the Park Superintendent will present the project. Park partners should prepare their submittal package for presentation to the DAB at the conclusion of Schematic Design review. All materials should be submitted in electronic format.

Submittal Items	Notes
Project Review Report.....	Concise description of project (NPS form) – including project scope, design alternatives, preferred alternative and selection rationale

Class B Cost Estimate	Costs escalated to anticipated construction year
Value Analysis/Value Engineering Studies	Required
LEED Credit Checklist	New construction and major rehabilitation projects
Graphics	Provide five or fewer graphics to provide an overview of the project. Accepted formats: .doc, .xls, .pdf, .jpg, .bmp. No CAD drawings formats may be used.

Submittal package must be provided electronically at least five weeks prior to the DAB meeting.

Design Development

NPS requires 10 working days to conduct a check for completeness on the submittal. When NPS deems the submittal compete, full review will begin. Design Development review will take 30-45 working days.

Note – all drawings shall conform to NPS 10A: Design and Construction Drawings.

Submittal Items	Notes
Cover Sheet	Vicinity map and park map, index, basic occupancy, egress and construction calculations data, project title, index of drawings.
Site Plans (min. 1"=20') • Site survey • Protection/Demolition plan • Layout/Grading plan (prelim.) • Planting plan - Final • Irrigation plan (prelim.)	Show all existing and proposed site features, including topography, building orientation, relationship to other buildings, roads, parking areas and pedestrian routes, and vegetation, including trees, shrubs and groundcover. Note drainage and irrigation features and systems, and small scale elements found in the landscape. Note that due to the long lead times for providing native plant materials (18-24 months), the planting plan should be final or near final at this phase. Coordinate with Natural & Cultural Resource divisions as directed by NPS project manager.
Floor Plans (min. 1/8"=1'-0") • Existing conditions • Demolition plans • Architectural plans	Show all levels of building(s), including roof. Partial plans may be accepted at NPS discretion if the area of work is limited.
Exterior Elevations (min. 1/8"=1'-0")	Indicate any alterations or treatments at building exterior.
Building Sections (1/8"=1'-0")	Show finished floor elevations, relation to grade, and significant vertical penetrations.
Preliminary structural floor plans	Use same scale as architectural plans. Show existing systems and any proposed treatments or alterations. The

	FEMA structural evaluation should clearly inform these plans.
Preliminary mechanical floor plans	Use same scale as architectural plans. Show existing systems and proposed alterations; identify primary equipment and distribution.
Preliminary electrical floor plans.....	Use same scale as architectural plans. Show existing systems and proposed alterations; identify primary equipment and distribution.
Survey results	
Specifications (outline)	
NEPA & NHPA mitigation measures..	Project Review and/or 5X requirements shall be integrated into the drawings and specifications. Additional mitigation measures may be included in the occupancy agreement as appropriate.
Environmental information.....	Provide draft report of known and expected hazards, and any environmental condition assessments performed
Sustainability Analysis.....	Indicate sustainable design practices incorporated in project design
Schedule	
Cost Estimate	

Required business materials must be submitted concurrent with the design materials.

NPS review and approval of the Design Development submittal allows the tenant to proceed to Construction Documents, with the understanding that the final design shall not differ significantly from the approved design. Comments must be incorporated into the next phase of design. Partners should not proceed to the next phase of design until they have responded in writing to written comments on the current phase; GGNRA will issue separate written approval to proceed.

Compliance reviews are usually completed at the end of this phase. For Project Review, projects may be approved pending completion of mitigation measures during project implementation. Implementation of mitigation measures must be documented and records submitted to NPS at the completion of construction. Similarly, the Preservation Assessment group may certify the project with stipulations; such stipulations may include monitoring and/or mitigation measures which must be documented and records submitted to NPS at the completion of construction

Construction Documents

NPS requires 15 working days to conduct a check for completeness on the submittal. When NPS deems the submittal compete, full review will begin. Construction Documents review will take 45-60 working days.

Note – all drawings shall conform to NPS 10A: Design and Construction Drawings.

Submittal Items	Notes
Cover sheet	Vicinity map and park map, index, basic occupancy, egress and construction calculations data, project title, index of drawings.
Key plan(s)	If necessary to identify areas of work
Site plans • Site survey • Site Protection & Demolition plan • Layout & Grading plan • Planting plan • Irrigation plan	Show all existing and proposed site features. Include associated detail drawings for all plans, as applicable.
Architectural floor plans • Basement • All floors • Roof	Partial plans may be acceptable if work areas are limited. Plans shall show all levels, including mezzanine, penthouse, etc.
Exterior elevations	
Building sections	
Structural Foundation & Framing Plans	Coordinate with architectural floor plans. Indicate all vertical and lateral load carrying systems
Details	Sufficient architectural and structural details and schedules to indicate the scope of work
Electrical Plans	Coordinate with architectural floor plans
Mechanical & Plumbing Plans	Coordinate with architectural floor plans
Details by discipline	Details and schedules for engineering disciplines as required by the scope of work.
Specifications	Include product literature with approved listing(s).
Proposed construction schedule	If improvements will be phased, indicate approximate timing for work in subsequent phases. Phasing requirements and schedules may be incorporated into the lease.
Final cost estimate	
Technical reports • Structural calculations • Geotechnical reports • Environmental condition assessment • Energy calculations & compliance forms (LEED) • Occupancy calculations & exit diagrams • Sprinkler hydraulic calculations	Environmental condition assessment shall include known and expected hazards, and plan for mitigating environmental hazards during rehabilitation.
Construction work plans (draft)	As required under the Conditions of Work for the

	Construction Permit, including but not limited to site health and safety plan, traffic plan, resource protection, hours of operation, inspections, monitoring, etc.
List of special inspections required	
Other documents as required	

Required business materials must be submitted concurrent with the design materials.

NPS will provide comments at the end of the review period. A Construction Permit will not be issued until NPS is satisfied that a complete set of construction documents, incorporating all previous review comments, has been received. The Construction Permit will be issued concurrent with signing of the occupancy agreement.

Construction Phase & As-Built Drawings

Pre-Construction /Conditions of Work

NPS requires 10-15 working days to review the submittal. No work may commence prior to approval of the construction work plans. Submittal requirements will be provided as part of the Permit Conditions of Work. Typical conditions are provided in *Appendix E*; additional project-specific conditions may apply.

NPS recommends a partnering session be incorporated into the pre-construction meeting(s). This effort can help to clarify the roles and responsibilities of each participant, improve communications, outline dispute resolution methods, and generally contribute to the success of the project.

NPS suggests the pre-construction submittals and similar logistical information be prepared as a construction management binder. The categories of recommended materials are provided below; a detailed list can be found in *Appendix E*.

- Project Description
- Staging and Logistics Plan
- Safety and Occupational Health
- Resource Protection
- Personnel Management
- Data and Record Keeping

NPS will issue a written Notice to Proceed when pre-construction conditions of work have been met.

National Pollutant Discharge Elimination System (NPDES) Permits

Construction activity resulting in a land disturbance of one acre or more, or less than one acre but part of a larger common plan of development or sale, must obtain the Construction Activities

Storm Water General Permit (General Permit). Construction activity includes clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. Construction activity does not include routine maintenance such as, maintenance of original line and grade, hydraulic capacity, or original purpose of the facility.

Application must be made through the State Water Resources Control Board; details are available through that agency. Note that a Stormwater Pollution Prevention Plan (SWPPP) is part of the application, and must be part of the separate construction management plan submittal to GGNRA.

Construction Oversight

NPS will provide oversight and coordination of the project throughout construction, including environmental and resource monitoring. These activities may be performed by NPS staff, NPS contractors, or a combination thereof. NPS will provide permit compliance observations ("building inspection") as the permit-issuing agency, to ensure that construction occurs in accordance with the approved construction drawings.

NPS may also participate in review of construction phase submittals (shop drawings, etc.) Such review will occur concurrent with review by the park partner's team. A list of proposed construction submittals should be provided as early as possible, to determine NPS review participation, and ensure NPS inclusion on submittal distribution lists.

Project Closeout

At the conclusion of construction, park partners will be required to submit archival-quality as-built drawings, as well as documentation showing that all required mitigation measures have been implemented. (Mitigation measures intended to be implemented over longer terms, such as TDM plans, will be monitored per the occupancy agreement or other documentation.) Materials intended for accession to the museum collections, and curatorial funding as required, will be submitted to the National Park Service. Documentation of the project (as-built drawings, photographs, etc.) shall be submitted within 60 days of occupancy. All materials submitted to NPS must be in NPS-approved formats, and shall include both printed (hard-copy) and electronic files.

Submittal Items	Notes
As-Built Drawings & Specs.....	Archival-quality black waterproof ink on polyester film/vellum AND electronic files compatible with AutoCAD 2002 Black text on white bond AND electronic files compatible with MS Word/Excel.
Project Documentation.....	Processed photographic records (not computer prints). Include printed statement of copyright ownership. Photo work paid for with government funds is the property of the government (public domain) unless a specific contractual agreement was entered into with the photographer prior to the completion of the photo

	documentation. Provide fully labeled archival prints and negatives.
Mitigation Documentation.....	Hard copy records indicating construction phase mitigation measures have been completed. Documents should be organized in file folders with complete labels of project name, type of material and date range of contents.
Museum Collections materials.....	Materials (samples of historic fabric, etc.) intended for accession to the park museum collections; assist with completion of accession forms. Curatorial funding may be required.

GGNRA will issue a Final Certificate of Occupancy when we are satisfied that all project materials, clearly identified, have been received in accordance with the Permit and Permit Conditions of Work.

Document Formats and CAD Standards

Formats

All text-based documents must be prepared in formats compatible with MS Word and MS Excel. Other software formats must first be approved by NPS. Electronic files must be submitted on PC-formatted media: CDs, ZIP disks or 3.5” diskettes.

Drawings prepared electronically must be compatible with AutoCAD 2002. Electronic files should be submitted on PC-formatted media (CDs, ZIP disks or 3.5” diskettes).

NPS 10A: Design and Construction Drawings

Submittals must conform to the requirements of NPS Director’s Order 10 and Reference Manual 10A. The purpose of the Director’s Order is to set forth policy and required procedures governing the preparation of preliminary design, construction, and as-constructed drawings (referred to hereafter as “drawings”), in order to:

- assure permanent and durable drawings which can be readily reproduced as legible (1) half-sized prints for bid sets, etc., and (2) microfilm;
- maintain uniformity of work;
- facilitate review of both architectural and engineering (A/E) submittals and National Park Service (NPS) generated products.

This document is available from GGNRA and at http://cadd.den.nps.gov/standards. It sets forth requirements for: sheet sizes; drawing numbers; cover, second and survey sheets; title, approval and revision blocks; line weights, screened information; dimensions; abbreviations, text and lettering; symbols; archival quality; and other details of drawing format and drafting practices.

These requirements apply to all drawings, whether produced electronically or by hand. GGNRA will provide drawing number(s) to use on all sheets for the project as needed.

CAD Standards

All drawings must conform to the requirements of NPS-10A. Drawings created and submitted in electronic format (CAD) shall also meet the following requirements:

- Drawings must be created using standard AutoCAD package fonts, shapes, linetypes, blocks, etc. Special fonts/linetypes/blocks created for a drawing must be submitted with the drawing; in particular, block libraries must accompany the submittal. (The use of special fonts or linetypes, beyond the AutoCAD standard package, is strongly discouraged.)

- Drawings which utilize Golden Gate base maps (surveys, site maps, landscape maps) should be created in model space at 1:1 scale, and developed as potential layers which can be added to the base maps by insertion at (0,0,0), rotation=0, scale=1. Once the new information is complete, base maps need no longer be referenced in the final file.

- To ensure that complete drawings are transmitted, the use of cross-referenced drawings (xref) is discouraged. In the event that drawings use xref files, all such files must be included in the submittal, as well as a list of drawing names and paths. If the National Park Service provided drawings which have been cross-referenced, retain the original drawing names. Ensure that cross-references do not contain circular arguments (A xref B xref A).

- All notes, labels, dimensions and other text should be scaled such that the minimum text size will be at least 1/8" when plotted on NPS standard 22" x 34" sheet; when possible, use 3/16" or ¼". The use of only one text style is preferred; the font should be vertical and all text uppercase (preferred font is “romans”).

- Plotting information must be submitted as a .pcp file and in hardcopy format with the plotted drawings, including color-to-pen assignments, use of paper space vs. model space, xref drawings, etc. Similarly, special “attributes” database information shall be included in the submittal, in dBase or MS Access 2.0 format. GGNRA prefers that all drawings use the NPS pen settings (NPS_HP_grayscle.ctb), which can be found at http://cadd.den.nps.gov/standards.

- All layers shall be intelligently named, such that recipients, including the National Park Service, can determine what information resides on each layer.

It is critical that all drawings are created using NPS-10A standards from their inception to avoid the need to recreate aspects of the design as it progresses.

APPENDIX E – CONSTRUCTION MANAGEMENT

Conditions of Work

The following provides an example of typical Conditions of Work issued in conjunction with a Construction Permit. Additional conditions specific to each project may be appended to these general conditions. GGNRA recommends that preliminary drafts of construction phase materials conforming to the Conditions of Work be provided for review with the Construction Documents submittal.

Permit Conditions of Work (typical)

1. All work to be performed shall be in accordance with the construction documents, labeled "[**insert project/drawing title**]," as approved by the National Park Service on [**insert date**].

2. Permittee shall provide funds for work performed on behalf of this project as identified in the Cost Recovery schedule.

3. Permittee and NPS Project Manager shall exchange contact information and designated authorities for responsible parties prior to the commencement of work. At a minimum, provide a primary contact name, telephone and license number for all contractor(s) working on-site and designated park partner project manager. (*See also item 9 for emergency contact information*.)

4. Permittee must provide a comprehensive construction management plan, describing at a minimum the following:

   - Site conditions and risk assessments
   - Organizational structure and designation of responsible person(s)
   - Proposed work procedures
   - Emergency response procedures
   - Safety officer responsibilities
   - Inspection procedures
   - Personal protective equipment and personnel training
   - Accident reporting, record keeping
   - Potential hazardous material precautions (include mitigation measures/precautions to address hazards noted in environmental condition assessment)
   - Site access and control, including traffic management
   - Staging plan (including field office access, parking, fencing, debris boxes, hauling routes, signs, etc.)
   - Stormwater Pollution Prevention Plan (SWPPP), Notice of Intent and NPDES permit number

- Fence: Provide fencing as needed to maintain security, but ensure gates are wide enough and kept clear so as to provide unobstructed access at all times for fire apparatus. Presidio Fire Department shall have access to the site at all times.
- Waste control

5. *For historic sites/structures:* [**Insert site name**] lies within a National Register-listed Historic District / is a National Historic Landmark. Because of its significance, all parties are to take all measures necessary during the performance of the work to maintain and protect the historic fabric of the buildings and the site. Plan and perform all work with extreme care to ensure that no building or site features are damaged. Note that all features to remain in place, whether historic or non-historic, should be protected during construction.

   Permittee shall submit a written description of protection procedures for historic features and finishes to remain in place and a description of the demolition and removal operations (Cultural Resources Protection Plan). Identify primary and secondary paths of travel and describe **in detail** the installation of temporary protection of (historic) elements to remain in the vicinity of construction activities. Identify items or elements to be removed and retained for reinstallation or potential reuse. Describe methods of documentation and protection of salvaged elements. Identify proposed locations for storage of salvaged items.

6. *If site/structure will be occupied during construction:* This building/site will be occupied and in use as [**insert occupancy**] throughout construction. Maintain access to [**any required tenant spaces/facilities**]. Provide temporary enclosures, barricades, signage, etc. as required to protect adjacent occupied spaces and public areas such as building facilities and materials, etc. from dust, noise and debris associated with performing the work.

7. Coordinate shut-off/start-up of all utilities and notify the GGNRA Project Manager of utilities to be shut-off and expected duration of utilities downtime. Request shall be given in writing a minimum of two weeks prior to scheduling proposed shut-off, and confirmed at least 48 hours prior to utility shut-off/start-up, and must be approved in writing by NPS Project Manager.

8. Work may be performed between 7:30am and 5:00pm, Monday through Friday. No work shall be performed on federal holidays. Requests to work outside designated hours shall be given in writing a minimum of 48 hours prior to scheduling, and must be approved in writing by GGNRA Project Manager.

9. Work may not proceed until an GGNRA-approved Knox box is placed at the principal job entrance. The Knox box will contain building keys, emergency phone contacts and a list of employees authorized to be on the job site.

10. Permittee may post one project identification sign at the job site. GGNRA will provide sign specifications and written approval prior to installation.

11. Permittee may post one project information sign at the job site. GGNRA will provide sign specifications and written approval prior to installation.

12. Use of herbicides and pesticides must have written approval from the GGNRA Integrated Pest Management Coordinator prior to commencement of work. Contact IPM Coordinator through GGNRA Project Manager to explain the need for the herbicide/pesticide, and note what non-chemical treatments have been tried. Submit the following materials, and allow at least 2 weeks for processing: copy of product label, material data safety sheet, proposed application methods, map of application site, contractor's business license, pesticide applicator license(s), proof of insurance. Also note the presence of any rare or endangered species in or near the area to be treated.

13. Emergency telephone numbers shall be posted at all phones at the job site: Fire/Emergency Medical Service/Police – 911 or (415) 561-5505. (*Use of 561-5505 is recommended when using cellular phones, as a direct connection to GGNRA Communications Center*.)

14. Fire protection during demolition, alteration, and/or construction will be in accordance with the Uniform Fire Code (UFC), Article 87.

15. Provide 2A10BC fire extinguishers with current State Fire Marshall tags affixed to them in all work/office areas.

16. Combustible materials shall not be allowed to accumulate on site.

17. *Use either this clause or alternative paragraph below*. Motorized equipment will be operated so that exhausts do not discharge against combustible materials. Refueling on-site is prohibited.

    OR: Refuel motorized equipment only after stopping the engine. Refueling shall be done 50 feet from buildings and/or combustibles. If temporary heat is to be provided, only electric or propane devices are allowed.

18. Store all fuels and flammable liquids in a centralized location at least 50 feet from any structure. Have storage lock-up clearly marked "FLAMMABLES" "KEEP FIRE AWAY".

19. Smoking is NOT allowed in any building. Provide designated outdoor smoking areas with adequate fire precautions.

20. A hot work permit is required for any cutting, welding or heat gun work. No open flame torch work will be allowed. The permit will be issued to the general contractor and will be good through completion of work. The general contractor will be responsible for ensuring that all workers and subcontractors follow permit conditions. Contact the Presidio Fire Inspection and Prevention Office (561-5132) a minimum of three working days prior to the date the hot work permit is needed to avoid delays in work.

21. Construction equipment, fencing, materials or debris containers shall not block access to fire hydrants, building egress or entrances, and fire department connections. Contractor may not hook up to any fire hydrants without written permission from the Presidio Fire Inspection and Prevention Office.

22. Upon completion of the project, Permittee and/or Contractor shall provide one set of archival-quality drawings, with as-built conditions noted, in accordance with NPS standards (NPS-10A).

Indemnity Clause: the Permittee(s) by acceptance of a building permit agrees to indemnify, save and hold the U.S. Department of the Interior, National Park Service, Golden Gate National Recreation Area (NPS), its agents and employees harmless from and against, and reimburse NPS for, any and all claims, damages, injuries, losses, costs, liabilities, causes of action, judgements and expenses incurred in connection with or arising in any ways out of this Permit, regardless of the negligence of NPS.

The provisions of this indemnity clause shall survive any termination of this Permit.

Construction Management Binder

The following is a draft table of contents for a "Construction Management Binder," based on typical permit conditions. Additional items may be added as appropriate, including but not limited to project-specific conditions of work, natural and/or cultural resource monitoring requirements and records, scaffolding or crane operation procedures, environmental remediation details, etc. Note that this is a recommendation, not a requirement, although the components of the binder are required submittals.

Project Description

- Describe site and facilities – include map(s)
- Briefly describe scope of work
- Anticipated duration of project; (simple) schedule

Staging and Logistics

Note – Several items may be provided on a single map, or shown individually via a series of maps, but proposed locations must be **clearly and legibly marked** on 8½x11 or 11x17 sheet(s); b/w format preferred.

- Staging Plan – include map(s)
- Fencing Plan
- Traffic & Parking Plan – include map(s)
- Stormwater Management and Pollution Prevention Plan (SWPPP), including NPDES application and ID number
- Debris Disposal/Waste Management
    - recycling procedures
    - trash collection procedures
    - debris/recycling box locations
- Construction Utilities
- Emergency Response Plan, including evacuation plan (sites & structures)

- Project Signage: number & locations, content

Note – signs should be kept to a minimum, in keeping with park character. Generally, no more than one construction sign (identification) and one project information sign (public affairs) will be permitted. Installation must be reviewed and approved by NPS Sign Committee.

- Logistics (see also "Personnel Management" below)
  - Work hours
  - Field office(s)
  - Emergency contacts
  - Site controls (security, visitors, etc.)

Safety and Occupational Health

- Scope of Work/Hazard Analysis
- Hazardous Materials Abatement
- Safety & Occupational Health Procedures, Guidelines & Inspections
- Accident Prevention Program
- Occupational Health Monitoring
- Forms/Documents

Resource Protection

As required by applicable environmental plans, National Environmental Protection Act (NEPA), National Historic Preservation Act (NHPA), and other regulations, note existing resources and activities to protect them, including pre-construction surveys, ongoing monitoring, site restrictions, etc.

- Cultural Resources Protection Plan
- Surveys

  Generally performed prior to commencement of work. May include, but not limited to the following:
  - Archeology
  - Bird/raptor nesting
  - Native plants
  - Endangered/threatened species (plant/wildlife)
- Construction Monitoring/Protection Requirements: *Document implementation, provide reports, provide monitor contact info, etc.*

Personnel Management

Note – Contractor may prefer to place elements of this section in the front of the binder (see "Staging & Logistics").

- Project Management
  - organizational structure
  - names & contact info
  - roles & responsibilities
- Subcontractors: *Provide contact & responsibility info as subcontracts commence*
- Site Visitors

- Personnel Policies
  - Disciplinary
  - Smoking
  - Drugs
  - Training
- Prohibited Practices

Data and Record Keeping

- Record Keeping Procedures
- Accident Reporting & Investigation
- Logs and Safety Inspections
  - Permits (hot work permit, utility clearance)
  - Inspections
- Sample Forms

Note that this format is a recommendation only – NPS requires that project information be kept in an organized and accessible manner for inspection and reference, but defers to the park partner and construction team for actual implementation.

APPENDIX F – REVIEW FORMS

Project Review for NEPA Compliance

This form is provided as a sample for information – please obtain an electronic copy of this form from the Project Manager.

PART 1 – PROJECT DATA

Project Title					**Project Review #**		
Project Location/Bldg #					**Target End Date**		
Proposed Start Date					**Telephone #**		
Project Initiator/Title					**Project Review #**		
Is the Project on the GPRA Work Plan for the Fiscal Year?					**Yes**		**No**
Division Chief's Signature		**Date**		**Supervisor's Signature**		**Date**	

PART 2 -- PROJECT DESCRIPTION

In the box below (and attached pages if required) briefly describe 1) the project being proposed; 2) the need for the project; 3) the objectives of the project; 4) the current conditions at the project area; 5) the proposed work plan to accomplish the project. **A map of the project location and/or a detailed site plan is mandatory and must be attached.**

SAMPLE

PART 3 -- ALTERNATIVES

In the box below (and attached pages if required) briefly describe any other *reasonable* alternatives that were considered for accomplishing the project including alternative locations.

PART 4 -- POTENTIAL IMPACTS CHECKLIST (use an "X" to indicate the response to the question)

Does The Proposed Project Have The Potential To:	**YES**	**NO**	***Does The Proposed Project Have The Potential To:***	**YES**	**NO**
1. Adversely affect historic fabric, terrain or setting?			18. Generate nuisance dust or smells?		
2. Change historic ground cover or vegetation?			19. Changes dark conditions, natural night skies or glare?		
3. Introduce non-historic elements (visible, audible or atmospheric) into a historic setting, structure or environment?			20. Change the amount of resource use (water, fuel) or waste generated?		
4. Reintroduce historic elements in a historic setting or environment?			21. Change congestion levels, traffic volumes or traffic safety conditions for vehicles, pedestrians or bicyclists?		
5. Adversely affect a unique geologic resource?			22. Change or impede accessibility?		
6. Disturb the ground surface or change the surface topography?			23. Involve handling/storage of hazardous substances or work in areas of possible contamination?		
7. Compromise slope stability?			24. Maintain, create or change a public or employee safety or health hazard?		
8. Change the pattern of surface water flow, alter hydrologic processes or affect erosion?			25. Alter scenic features, viewsheds, be visually intrusive or add to a degraded visual condition?		
9. Change the quality of surface or ground waters?			26. Affect directly or indirectly any rare, endangered or sensitive species?		
10. Involve issues of concern for park neighbors or organizations or generate media attention?			27. Affect wildlife (feeding, nests, dens, roosts, migratory patterns, corridors, etc.)?		
11. Change the current land use or conflict with adjacent uses either private or public?			28. Add or remove plants?		
12. Affect current or planned visitor services, access or available parking?			29. Affect wetland, riparian or sensitive plant community??		
13. Set a precedent for park use?			30. Attract animal or insect pests?		
14. Change the natural soundscape or expose people to loud noise?			31. Change the demand for police or emergency services or create an attractive nuisance?		
15. Change the level of emissions from vehicles or other air pollutants?			32. Increase demand for fire protection services or increase wild fire hazard?		
16. Affect visitor experience or aesthetic resources?			33. Affect unique or important fish or fish habitat?		
17. Affect directly or indirectly, marine or estuarine resources?					

PART 5 -- DISCUSSION OF IMPACT AND MITIGATION:

In the box below (and attached pages if required) briefly address each "Yes" answer from the Impacts Checklist in Part 4 above. Describe the potential impact and any recommendations for avoiding or reducing the impact. Use as many pages as needed to answer

PART 6 – DEPARTMENTAL AND AGENCY EXCEPTIONS TO CATEGORICAL EXCLUSIONS
TO BE COMPLETED BY THE ENVIRONMENTAL PROTECTION SPECIALIST.

Exceptions to the Granting of a CE[1]	**Would the proposal, if implemented:**	**Yes**	**No**	**Data Needs?**
A	Have material adverse effects on public health or safety?			
B	Have adverse effects on such unique characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; or ecologically significant or critical areas, including those listed on the National Register of Natural Landmarks?			
C	Have highly controversial environmental effects?			
D	Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?			
E	Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?			
F	Be directly related to other actions with individually insignificant, but cumulatively significant, environmental effects?			
G	Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places?			
H	Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species?			
I	Require compliance with Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act?			
J	Threaten to violate a federal, state, local, or tribal law or requirement imposed for the protection of the environment?			
K	Involve unresolved conflicts concerning alternative uses of available resources (NEPA sec. 102(2)(E).			
L	Have a disproportionate, significant adverse effect on low income or minority populations (EO 12898).			
M	Restrict access to and ceremonial use of Indian sacred sites by Indian religious practitioners or adversely affect the physical integrity of such sacred sites (EO 130007)			
N	Contribute to the introduction, continued existence, or spread of federally listed noxious weeds (Federal Noxious Week Control Act).			
O	Contribute to the introduction, continued existence, or spread of non-native invasive species or actions that may promote the introduction, growth or expansion of the range of non-native invasive species (EO 13112).			

[1] Items A through O are adapted from the list of Departmental exceptions (516 DM, 2, appendix 2). Items N through S are NPS additions.

P	Require a permit from a federal, state, or local agency to proceed, unless the agency from which the permit is required agrees that a CE is appropriate?			
Q	Have the potential for significant impact as indicated by a federal, state, or local agency or Indian tribe?			
R	Have the potential to be controversial because of disagreement over possible environmental effects.			
S	Have the potential to violate the NPS Organic Act by impairing park resources or values?			

PART 7 -- PROJECT COMPLIANCE AND APPROVALS
TO BE COMPLETED BY THE ENVIRONMENTAL PROTECTION SPECIALIST.

Would the Project:	**YES**	**NO**
34. Conform with the GMP, GMPA or a specific site plan?		
35. Promote sustainability?		
36. With mitigation applied, result in **no net loss** of park resources?		
37. Require utility connections (maintenance & engineering approval required)?		
38. Require new signage (sign committee approval required)?		
39. Involve excavation (requires utility clearance)? **If yes, enter date issued:**		
40. Require 5x review? **If yes, enter date issued & /5x project #:**		
41. Require GGNRA Advisory Commission Review?		
42. Other agency permits or consultations (USFWS, BCDC, USCOE, etc.)? **If yes, describe consultations that have occurred and any permit applications submitted:**		
43. Are consultations with tribal members required?		

DISCUSSION OF PROJECT PLANNING COMPLIANCE: In the box below briefly address "NO" answers for questions 34, 35 and 36.

Preservation Assessment (5X)

This form is provided as a sample for information – please obtain an electronic copy of this form from the Project Manager.

PRESERVATION ASSESSMENT (5X FORM)
GOLDEN GATE NATIONAL RECREATION AREA
CALIFORNIA
PROGRAMMATIC AGREEMENTS
OF 1992 AND 1994 - NPS, SHPO, ACHP

Completion of this form is required for all projects which have the potential to affect cultural properties in Golden Gate National Recreation Area. Attach supporting documentation (i.e. site map, drawings, cut sheets) which will help to adequately describe the proposed project. This form is completed pursuant to Section 106 of the National Historic Preservation Act of 1966, as Amended.

A. Originating Office

1. Management Unit:
2. Cultural resource(s) affected by the proposed project (Building name and number or name of landscape feature, archeological feature, or artifact):

3. a. Describe the proposed project concisely:

   b. The proposed project will (check as many as apply):
   - ☐ Destroy historic fabric
   - ☐ Remove historic fabric
   - ☐ Replace historic fabric in kind
   - ☐ Replace missing historic fabric
   - ☐ Add nonhistoric elements to a historic structure
   - ☐ Alter historic ground cover or vegetation
   - ☐ Introduce nonhistoric elements (visible, audible, or atmospheric) into historic setting/environment.
   - ☐ Reintroduce historic elements in a historic setting or environment.
   - ☐ Remove historic elements from a historic environment.
   - ☐ Will disturb ground surface.
   - ☐ Incur gradual deterioration of historic fabric, terrain, setting.
   - ☐ Other – Describe briefly:

   c. Describe the effects indicated in 3b concisely:

   d. Describe measures planned to minimize effects:

4. Identify professional planning or engineering documents utilized and firms or offices involved:

SAMPLE

5. Explain why the project is needed:

6. Attach site map, drawings, specifications, photographs and/or detailed project descriptions to this form (required).

7. Prepared by: Title:
   Telephone Number: Date:

Branch Chief Signature Date

Submit form to Park Section 106 Coordinator. Form Received:
Park Section 106 Coordinator will complete items 8, 9, and 10.

8. Level of effect of project:
   ☐ No Effect
   ☐ No Adverse Effect
   ☐ Adverse Effect

9. How will Section 106 Compliance be achieved?
   ☐ Compliance for an action described in a Plan which has been approved by the SHPO and ACHP

   ☐ Under GOGA PA
   ☐ Under Presidio PA
   ☐ Under a separate PA, if so list: (e.g. Servicewide PA of 1995)
   ☐ New compliance agreement needed, under 36 CFR Part 800 – Regulations Advisory Council

10. Policies, standards and guidelines followed:
    ☐ "NPS 28: Cultural Resource Management Guideline"
    ☐ "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings"
    ☐ "Guidelines for Rehabilitating Buildings at the Presidio of San Francisco"
    ☐ "Draft Guidelines for the Treatment of Historic Landscapes"
    ☐ "Presidio Sign Guideline" or "Tenant Sign Policy"
    ☐ Other – List:

B. Park Historic Preservation Staff Review and Certification

1. The foregoing assessment is adequate; the proposed action is consistent with all applicable NPS Management Policies, standards, guidelines or USDI Standards and Guidelines, Rehabilitation of Historic Buildings or others and incorporates measures to avoid Adverse Effects.

2. Proposed undertaking will be adequate only if the attached stipulations are incorporated into the undertaking.

3. Proposed undertaking will need separate compliance under the Advisory Council on Historic Preservation Regulations (36 CFR Part 800).

Review Certification:
(Check **Y**es or **N**o for each of the boxes adjacent to signature line. The purpose of each box is indicated in the above three descriptions.)

	Y	**N**	
1.	☐	☐	
2.	☐	(NA)	
3.	☐	☐	_____
			Park Archeologist Date
1.	☐	☐	
2.	☐	(NA)	
3.	☐	☐	_____
			Park Curator Date
1.	☐	☐	
2.	☐	(NA)	
3.	☐	☐	_____
			Park Cultural Landscape Architect Date
1.	☐	☐	
2.	☐	(NA)	
3.	☐	☐	_____
			Park Historical Architect Date
1.	☐	☐	
2.	☐	(NA)	
3.	☐	☐	_____
			Park Historian Date

C. Additional requirements/stipulations (as indicated by a **Y** check in item 2 at the signatures above) required for this proposal to be approved: See Certification Memo from General Superintendent.

D. General Superintendent, Golden Gate National Recreation Area, approval of proposed action including additional requirements.

General Superintendent Date

Park Management Areas, from General Management Plan of 1980, page 139 through page 152. These are the structures on the NPS list of Classified Structures which meet the National Register Criteria as single structures or if in historic districts as contributing structures. Since 1980 additional structures have been added, retaining the area classification system.

AL Alcatraz
AP Aquatic Park
FM Fort Mason
PE Presidio
SH Cliff House/Sutro District
OB Ocean Beach
FI Fort Miley
FF Fort Funston
FB Fort Baker
FA Fort Barry
FC Fort Cronkhite
MT Mount Tamalpais
OV Olema Valley*
FP Fort Point
PR Point Reyes*
MU Muir Woods

*Some lands formally part of the Golden Gate National Recreation Area are administered by Point Reyes National Seashore under an agreement. This particularly involves lands with operating farms and ranches. The historic preservation staff at Golden Gate will review proposed undertakings pursuant to this agreement.

EXHIBIT D: Inventory and Condition Report

[To be developed by Lessor and Lessee]

EXHIBIT E: Insurance Requirements

Specific coverage amounts to be determined after Lessee selection, provided that the following minimum coverages are required:

Property Insurance: $834,429

Workers Compensation and Employer's Liability Insurance: Meet at least the minimum required by the State of California

General Liability Insurance: $2,000,000 per incident; $3,000,000 aggregate

Business Interruption and Extra Expense Insurance: Coverage amount shall be for Actual Loss Sustained for twelve (12) months.

Automobile Insurance: Meet at least the minimum required by the State of California

During the term of this Lease, the Lessee shall maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

1. Types of Insurance (Non-Construction)

(a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full insurable value of the Premises. All such policies shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. All such policies shall waive any requirement that a building or structure be replaced at its original site.

(c) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits as be required by law.

(d) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than two million dollars ($2,000,000) per incident and three million dollars ($3,000,000) aggregate for the Premises. Such insurance shall insure the performance by the Lessee of its indemnity obligations under this Lease.

(e) Business Interruption and Extra Expense Insurance - Business interruption and extra expense to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of the Premises, including, without limitation and, with respect to the interests of the Lesssor, the loss (or reduction) of Rent payments to the Lessor by the Lessee. Coverage amount shall be for Actual Loss Sustained for twelve (12) months.

(f) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee.

2. Insurance During Construction

At all times during Construction, the Lessee at its sole expense, shall obtain and keep in force for the benefit of the Lessee and Lessor the following insurance coverages:

(a) If requested by Lessor at any time, performance and payment bonds approved by the Lessor, which bonds shall cover payment of all obligations arising under all contracts let in connection with a Construction and guaranteeing performance and payment under the applicable contracts, and payment in full of all claims for labor performed and materials supplied under such contracts. The bonds shall be issued by a responsible surety company, licensed to do business in the state where the Park Area is located, in an amount not less than the amount of the respective contracts, including without limitation, amounts for cost overruns, price increases, change orders, forced delays and the like, and shall remain in effect until the entire work under the contracts is completed; and

(b) To the extent not covered by other property insurance maintained by the Lessee, comprehensive "all risk" or "special form" builder's risk insurance, including vandalism and malicious mischief, covering the Construction, all materials and equipment stored at the Premises and furnished under a construction contract, and all materials and equipment that are in the process of fabrication at the Premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment, has passed to the Lessee, such insurance to be written on a completed value basis in an amount not less than the full estimated replacement cost of the Construction.

3. Conditions of Insurance

(a) The policy or policies required under this section shall provide that in the event of loss, the proceeds of the policy or policies shall be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair or replacement; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

(b) All property and liability insurance policies shall name the United States of America, Department of Interior, National Park Service, Golden Gate National Recreation Area, and their employees, contractors, and agents as additional insureds.