

AllWest Environmental

PROPERTY CONDITION ASSESSMENT

345 Middlefield Road, Bldg 15, Menlo Park, CA 94025



PREPARED FOR:

USGS Menlo Park LLC
c/o Presidio Investments LLC
160 Pacific Ave, #204
San Francisco, California 94111

ALLWEST PROJECT 25097.60
June 30, 2025

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PROPERTY CONDITION ASSESSMENT

345 Middlefield Road, Bldg 15, Menlo Park, CA 94025

I. EXECUTIVE SUMMARY

AllWest has completed a Property Condition Assessment of the above referenced site in accordance with ASTM E2018-24. On June 17, 2025, AllWest visited the property and observed the condition of the structure and the exterior site elements. Vincent Newman Brooks of the General Services Administration (GSA) facilitated access to the property and acted as our site escort, with additional assistance from the building maintenance engineer, Robbie Pinalua.

This Property Condition Assessment was conducted on behalf of USGS Menlo Park LLC c/o Presidio Investments LLC for acquisition purposes. We conducted research with the Menlo Park Building, Planning, and Fire Departments for violations information, building permits, inspections, and reports. However, since this building is a Federally-owned property, it is not subject to the usual planning reviews, permitting processes, and inspections to which a privately-owned development would be subject.

This Executive Summary is provided solely for the purpose of overview. Any party who relies on this report must read the full report. The Executive Summary may have omitted important details, any one of which could be crucial to the proper understanding and subject matter risk assessment.

The purpose of this report is to inform the reader of the existing condition of the civil, architectural, and landscape components, as well as the mechanical, electrical, plumbing (MEP), and fire and life safety (FLS) equipment, that comprise the property and identify what conditions, if any, should be corrected to improve building systems, appearance, and performance over the next five years.

A. PROPERTY DESCRIPTION

The subject property, known as both Bldg 15 and as the Vincent E. McKelvey Building, is a three-story office and laboratory building constructed in 1995 formerly occupied by the United States Geological Survey

(USGS) Western Region Office. The building contains a reported 159,555 square feet (sq ft) of gross floor area and was vacant at the time of our site visit. The building is located at the north end of a generally rectangular parcel of 12.55 acres; there are twelve other buildings on the subject parcel. Four other USGS buildings on an adjacent parcel to the east comprise the remainder of the USGS campus. All dimensions in this report are approximate, unless otherwise noted.

The subject parcel is bound on the north by Middlefield Road, on the east and south by adjacent developed parcels, and on the west by Seminary Drive and an adjacent developed parcel. The building elevation along Middlefield Road is the north elevation. The building's footprint occupies almost 10% of the parcel. The remainder of the parcel contains Survey Lane, which provides vehicular access to the primary asphalt-paved parking lot; the parking lot itself; other parking areas around the site, steel-framed parking canopies topped with solar arrays; landscaped areas; twelve other buildings formerly used by the USGS; and concrete sidewalks and walkways.

Adjacent to the subject property, Middlefield Road runs NW-SE 30° off of the cardinal compass points. Per the Assessor's Parcel Map, there is 480.75 feet of street frontage along Middlefield Road and 300.55 feet along Seminary Drive.

The entire parcel is generally flat with only three feet of elevation change—excluding the graded area at Bldg 15 described in detail in Section A.01—from SSW to NNE. A concrete public sidewalk with concrete curbs and curb cuts is found along Middlefield Road. Neighboring development consists of smaller-scaled office and R&D buildings, typically two-story in height; a Roman Catholic Seminary across Middlefield Road; and single-family residential buildings.

The subject property is located in the P-F (Public Facilities) Zoning District. The likely occupancy classifications for Bldg 15 are Group B: (Business – office and laboratories). The site is located within FEMA Flood Zone X (unshaded), an area with minimal flood risk.

The likely current building construction is Type II-A, fire resistive rated and fully fire sprinklered. The building has structural steel framing utilizing W-section and square tube columns and W-section girders, beams, and purlins. Intermediate floor decks and the roof deck utilize ribbed steel decking with a concrete topping. The slab-on-grade foundation system serves as the first floor deck. Structural steel sub-frames are provided to support the brick veneer and precast concrete wall panels on the façades. The reinforced concrete slab-on-grade foundation is provided with continuous perimeter shallow spread footings and isolated shallow spread footings at interior and perimeter column locations, and grade beams. The building has reportedly not received seismic structural upgrades. Observed structural steel members are covered in spray-on fireproofing.

Site improvements appeared in generally “Good” condition, though some landscaping elements appeared in “Poor” condition. Per instructions from the client, AllWest was directed not to be concerned with other buildings on the subject parcel, as well as exterior elements such as landscaping, asphalt paving, concrete site work, and the solar arrays on the parking canopies—except where these exterior elements are closely adjacent to Bldg 15. We have included an annotated aerial photo which indicates the general limit of our scope of work for this report. The area within the red box in that aerial photo indicates the principal focus of AllWest’s work in this evaluation.

Near Bldg 15, landscaping is provided with a sub-surface irrigation system serving plants around Bldg 15, along the perimeter of the property, and in various locations elsewhere around the entire parcel. At Bldg 15, mature trees, shrubs, flowering plants, and a small grass lawn are installed. Several plants adjacent to the subject building appeared in a degraded condition or dead.

Though not a primary focus of this report, a synopsis of on-site parking follows:

Parking is provided in several surface lots; the largest is located near the south end of the subject parcel; a total of 356 parking stalls is provided. Nine steel-framed canopies topped with solar arrays are installed at the primary lot. There are no parking stalls immediately adjacent to Bldg 15. A small parking area with eleven stalls is located on the north end of Bldg 3, near the southwest corner of Bldg 15; these are the closest parking stalls to Bldg 15. The asphalt-paved areas in the vicinity of the solar canopies were reportedly last resealed and restriped in approximately 2015.

Fifteen Disabled Accessible parking stalls are provided, none of which are indicated as Van Accessible, though one of them likely has an access aisle large enough to be Van Accessible compliant. For a parking facility with 356 parking stalls, eight Accessible stalls are required, two of which should be Van Accessible. The provided stalls are not compliant for the number of standard and Van Accessible stalls required.

Building 365’s roofing systems appeared in “Good” to “Fair” condition. It appears a single-ply thermoplastic polyolefin (TPO) roofing system was installed time of original construction in 1995; the roofing membrane is covered with granite pea ballast. It appears that a modified bitumen roofing membrane was installed at the roof and overflow drain sump locations. However, ballast is not provided on the roof within the screen areas where mechanical equipment is located. No known, current leaks through the roofing system were reported. Owing to the roof’s 30-year age, replacement during the reserve term is recommended; the cost for this can be considered significant.

Building exterior finishes, windows, and doors appeared in generally “Good” condition. Exterior finishes consist primarily of orange-red brick veneer panels with precast concrete panels provided as an accent. The windows have white Kynar-coated aluminum frames; the single-pane glazing is fixed and has a medium green integral tint. A decorative painted steel frame is located as an accent at the southeast corner of the building. Repainting of all exterior elements provided with a paint finish is recommended; the cost for this can be considered significant.

Interior finishes appeared in generally “Good” condition. Common areas, in the sense of areas shared by multiple tenants, are not provided since this building was developed as a single tenant facility. It was reported to AllWest the overwhelming majority of the currently installed interior finishes will likely be demolished in the planned redevelopment of the building as a privately-owned facility.

The MEP and FLS systems appeared in “Good” to “Fair” condition. Heating and cooling are provided by constant and variable air volume distribution systems served from rooftop four-pipe air handling units. Primary chilled water is provided by two water-cooled chillers. Chiller heat rejection is provided by a rooftop two-cell cooling tower. Primary hot water is provided by two rooftop natural gas-fired boilers. Air handling units have outside air intakes for ventilation air and are capable of economizer operation. Exhaust air for restrooms, laboratories, and other mechanical spaces is provided by rooftop centrifugal exhaust fans. The

cost of our recommendations for HVAC equipment replacement can be considered significant.

A utility-owned transformer in a sidewalk vault provides 480/277 volt, 3-phase, 4-wire electrical service to two main electrical rooms, each housing a 2,500 amp main electrical switchgear panel. Wire-in-conduit feeds electrical distribution sub-panels and motor control centers throughout the building. Step-down transformers serve 208/120 volt panels. A 450 kW diesel fired generator protects emergency loads.

The building is protected by a wet-pipe sprinkler system and appears to be fully fire sprinklered. System pressure is supplemented by an electric fire pump. An 8" fire water service feeds the sprinkler system. There is also a 4" stairwell standpipe with 3" fire department connections (FDC) at each landing. The building is protected by a fully addressable fire alarm system. A diesel-fired generator protects emergency lights and illuminated exit signs.

The elevators and controllers were evaluated by our elevator consultant, VDA as in overall "Fair condition. A copy of their report is included in the Appendix; refer to that document for a detailed breakdown of the operating and physical condition of the various elements of each of the three elevators. Vertical transportation is provided by three hydraulic elevators—two passenger and one freight—manufactured by Baxco and installed by Elevator Service Corporation of Central California in 1997. TKE Corporation currently provides maintenance and service. Modernization of each elevator's equipment, car interior, and controller is recommended; the cost for this can be considered significant.

The subject property demonstrates a "Good" level of compliance with current Disabled Accessibility requirements. The deficiencies we observed are generally minor and remedial measures for compliance should be readily achievable.

B. SUMMARY OF FINDINGS

AllWest found the subject property in generally "Good" condition, with the notable exceptions of the roof and HVAC equipment, which we evaluate in "Good" to "Fair" condition, and the elevators, which are at the end of their designed useful life cycle of twenty years and have an overall "Fair" evaluation. We recommend the following remedial measures to correct deficiencies, summarized as follows:

Capital Expenditures

- Return all landscaping elements to "Good" condition;

- Replace two sets of timber stairs along north elevation with fully code compliant stairs;
- Provide new tear-off TPO roofing systems on main roof and three lower roofs;
- Provide complete exterior repainting of all exterior elements with a paint finish;
- Allowance for repairs and/or replacement of degraded window seals;
- Provide pressure washing of white window frames and the precast concrete wall panels;
- Allowance to repair leak and to restore interior finishes to "Good" condition at area of water intrusion in the first floor foyer near main mechanical room;
- Replace seven four-pipe air handling units;
- Replace two water-cooled chillers;
- Replace packaged air conditioner;
- Replace cooling tower;
- Replace two natural gas-fired hot water boilers;
- Replace hot water heating system distribution piping;
- Perform infrared scan services on electrical switchgear and distribution panels;
- Perform ground fault interrupter testing and maintenance on main electrical switchgear;
- Install seismic safety shutoff valve on natural gas service;
- Replace fire alarm control panel;
- Modernize three elevators and their control equipment.

Modernization/Improvement

Items in this category are not mandatory or essential but are recommendations for general improvements and modernization to bring the property up to current standards or best practices.

- Allowance to provide new interior stair railings.

C. IMMEDIATE REPAIRS & REPLACEMENT RESERVES

Immediate Needs

Immediate Needs are defined as physical deficiencies that require immediate action to correct: (1) existing or potentially unsafe conditions; (2) significant negative conditions impacting marketability or habitability; (3) material building code violations; (4) poor or deteriorated condition of critical element or system; or (5) a condition that if left "as is" would cause or contribute to critical element or system failure within one year or a significant escalation in repair costs.

Immediate repair needs were not identified.

Replacement Reserves

Replacement Reserves are funds allocated for: (1) priority-based repairs of physical deficiencies resulting from poor design, faulty installation, or the substandard quality of original systems or materials; (2) deferred maintenance; and (3) replacements of components or systems that have realized or exceeded their Expected Useful Life (EUL).

EUL is defined as the average amount of time in years that an item, component, or system is estimated to function when installed new, assuming routine maintenance is practiced. AllWest applies EUL standards established by such organizations as the American Society of Heating, Refrigeration and Air-conditioning Engineering, Inc. (ASHRAE) and the U.S. Department of Housing and Urban Development (HUD) but may modify them following a subjective evaluation of an item, component, or system by experienced, licensed professionals.

The five-year replacement reserves are estimated at **\$10,794,431**, which includes a 2.5% per year inflation factor. Expenditures include the installation of new tear-off roofing systems; HVAC equipment replacement, and elevator equipment modernization.

Modernization

Optional Modernization expenses are estimated at **\$50,000**. Suggested work calls for the installation of new interior stair railings which are compliant with current codes.

II. REGULATORY REVIEW

Federally-owned buildings will typically follow the prevailing building code in effect in the local jurisdiction at the time of construction. Bldg 15 was

designed in conformance with the requirements of the 1991 edition of the Uniform Building Code (UBC) and various Public Buildings Standards applicable to buildings intended for use by the Federal government. This building is a Federally-owned property, and it is not subject to the usual planning reviews, permitting processes, and inspections that a privately-owned development would be subject to. A Menlo Park building permit was not issued for original construction. Additionally, a Certificate of Occupancy for Bldg 15 would not have been issued by the Menlo Park Building Department.

Copies of the original construction documents—including the architectural, structural, civil, MEP, and landscape drawings—were reviewed by AllWest during the preparation of this report. The drawings carry a final revision date of August 30, 1993.

AllWest researched the records of and contacted the Menlo Park Building, Planning, and Fire Departments for building, zoning, planning, and fire permits and violations information. Records from these agencies are not pertinent since the building is Federally-owned. However, once the building becomes privately-owned, the regulations and requirements of these agencies—and those of the State of California which are also applicable, such as those for elevator inspections, for example—will apply to any redevelopment of the former USGS campus.

The property has a zoning designation of P-F (Public Facilities). The purpose and intent of this district is to accommodate governmental, public utility, and educational facilities. The following uses are permitted in the P-F district:

- (1) All public facilities used and operated for government purposes by the city of Menlo Park, the county of San Mateo, the state of California, and the government of the United States;
- (2) All public facilities, as to which the Menlo Park Zoning Ordinance has been made inapplicable pursuant to Government Code Section 53094, by any public school district.

The following conditional uses may be allowed subject to obtaining a use permit:

- (1) All uses of existing facilities and/or property by entities other than the above-mentioned governmental agencies and school districts, or said entities for non-governmental purposes;
- (2) All facilities of any public utility.

There are no development regulations in the P-F zoning district, except as follows:

IMMEDIATE REPAIRS & REPLACEMENT RESERVE ANALYSIS

USGS Bldg 15, 345 Middlefield Road
Menlo Park, California

USGS



AllWest

Project No:	25097.60
Bldg Age in Years:	30
No. of Floors:	3
Floor Area (SF):	159,555

No	Sec	Photos	ITEM	Avg EUL (yr)	EFF AGE (yr)	RUL (yr)	Quantity	Unit	Cost Estimate Source	Unit Cost
SITE WORK										
1	B.01	10, 11	Return degraded landscape elements to "Good" condition.	N/A	N/A	N/A	1	LS	Allowance	\$20,000.00
2	B.07	13	Replace two sets of timber stairs with fully code compliant stairs.	N/A	N/A	N/A	1	LS	Allowance	\$17,000.00
EXTERIOR ENVELOPE										
3	C.01	19-23, 25-28	Provide new tear-off TPO roofing systems on main roof and three lower roofs.	20	30	0	53,500	SF	Estimate	\$22.00
4	C.02	1, 6, 15, 17	Provide complete exterior repainting of all exterior elements with a paint finish.	10	20	0	1	LS	Allowance	\$40,000.00
5	C.03	49, 50	Contingency allowance for repairs and/or replacement of degraded window seals.	N/A	N/A	N/A	1	LS	Allowance	\$25,000.00
6	C.03	1-6, 24	Provide pressure washing of white window frames and the precast concrete wall panels.	N/A	N/A	N/A	1	LS	Allowance	\$16,500.00
STRUCTURAL										
INTERIOR FINISHES										
7	E.	51, 52	Allowance to repair leak and to restore interior finishes to "Good" condition at area of water intrusion in the first floor foyer near main mechanical room.	N/A	N/A	N/A	1	LS	Allowance	\$8,500.00
EQUIPMENT & SYSTEMS										
8	F.02	M-2	Replace seven rooftop four-pipe air handling units, based upon EUL and existing condition.	30	30	0	7	EA	Estimate	\$500,000.00
9	F.02	M-3	Replace two 525 ton water-cooled chillers, based upon EUL and existing condition.	30	30	0	2	EA	Estimate	\$1,000,000.00
10	F.02	M-7	Replace 10 ton packaged air conditioner, based upon EUL and existing condition.	20	22	0	1	EA	Estimate	\$30,000.00
11	F.02	M-5	Replace rooftop cooling tower, based upon EUL and existing condition.	30	30	0	1	EA	Estimate	\$500,000.00
12	F.02	M-6	Replace two rooftop hot water boilers, based upon EUL and existing condition.	30	30	0	2	EA	Estimate	\$500,000.00
13	F.02	—	Replace heating system hot water distribution piping, based upon existing condition.	30	30	0	1	LS	Allowance	\$1,000,000.00
14	F.03	M-10	Perform infrared scans on main switchgear and electrical distribution panels.	3	N/A	N/A	1	EA	Estimate	\$2,000.00
15	F.03	M-9	Perform ground fault interrupter testing and maintenance on main switchgear.	3	N/A	N/A	1	EA	Estimate	\$3,500.00
16	F.04	M-13	Install seismic safety shutoff valve on natural gas service line.	N/A	N/A	N/A	1	EA	Estimate	\$1,500.00
17	F.06	M-17	Replace fire alarm control panel, based upon EUL and existing condition.	20	30	0	1	EA	Estimate	\$250,000.00
18	F.09	See VDA Report Photos	Modernize three elevators and their control equipment.	20	30	0	1	LS	VDA	\$935,000.00
ACCESSIBILITY										
19	G.02	34	MODERNIZATION: Allowance to provide new interior stair railings.	N/A	N/A	N/A	1	LS	Allowance	\$50,000.00

ABBREVIATIONS:

LS = Lump Sum Allowance

EA = Each

SF = Square Foot

RUL = Remaining Useful Life

EFF AGE = Effective Age

UNK = Unknown

V = Various

EUL = Expected Useful Life

SIM = Similar

N/A = Not Applicable or Not Assessable

VDA = See VDA Elevator Evaluation

MCA = For Photos: See MCA Exterior Elements Evaluation

COST ESTIMATE SOURCES:

Estimate: Based on presumed or calculated quantities and unit costs based on based on research or previously documented amounts. Allowances are an amount established to cover the cost of a recommended remedial measure, the parameters of which are not specified in detail.

TOTAL IMMEDIATE NEEDS COSTS

\$0

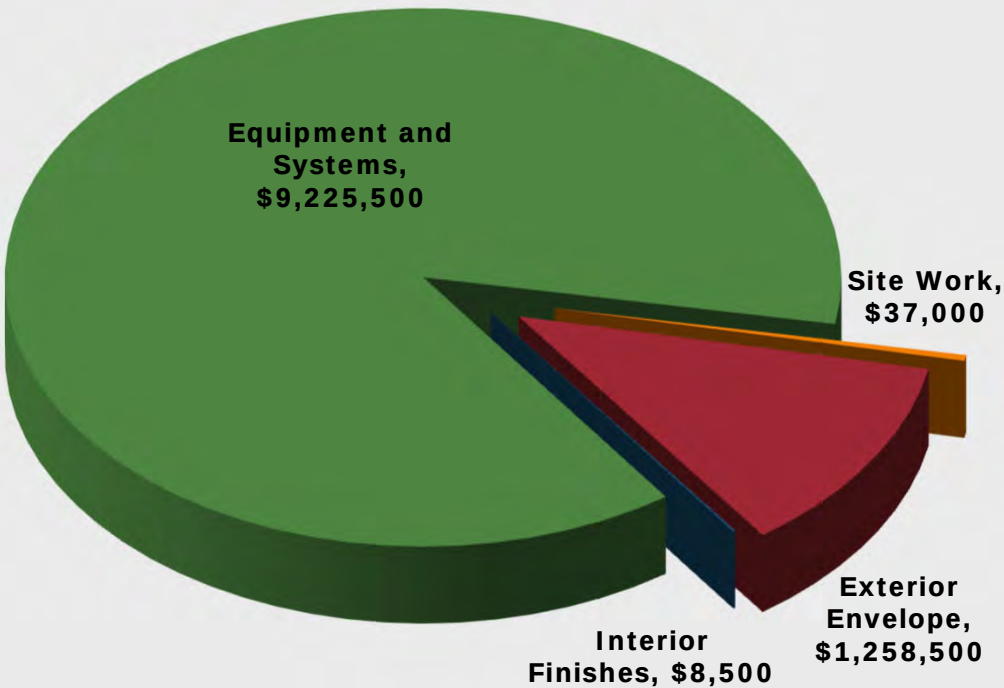
TOTAL ANNUAL RESERVES

TOTAL MODERNIZATION COSTS (Optional)

Immediate Needs	Replacement Reserves					Years 1-5 Cumulative	Modernization Costs (Optional)
	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5		
	\$20,000					\$20,000	
	\$17,000					\$17,000	
	\$1,177,000					\$1,177,000	
	\$40,000					\$40,000	
	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000	
	\$16,500					\$16,500	
	\$8,500					\$8,500	
	\$3,500,000					\$3,500,000	
	\$2,000,000					\$2,000,000	
	\$30,000					\$30,000	
	\$500,000					\$500,000	
	\$1,000,000					\$1,000,000	
	\$1,000,000					\$1,000,000	
			\$2,000			\$2,000	
	\$3,500			\$3,500		\$7,000	
	\$1,500					\$1,500	
	\$250,000					\$250,000	
	\$935,000					\$935,000	
						\$0	\$50,000
	\$10,504,000	\$5,000	\$7,000	\$8,500	\$5,000	\$10,529,500	
Sub-Total							
2.5% Inflation Factor	1.025	1.051	1.077	1.104	1.131		
Inflation Amount	\$262,600	\$253	\$538	\$882	\$657	\$264,931	
Total with Inflation	\$10,766,600	\$5,253	\$7,538	\$9,382	\$5,657		
						\$10,794,431	
	Total Annual Reserves (\$ Per SF)					\$67.65	
	Total Annual Reserves (\$ Per SF Per Year)					\$13.53	
							\$50,000

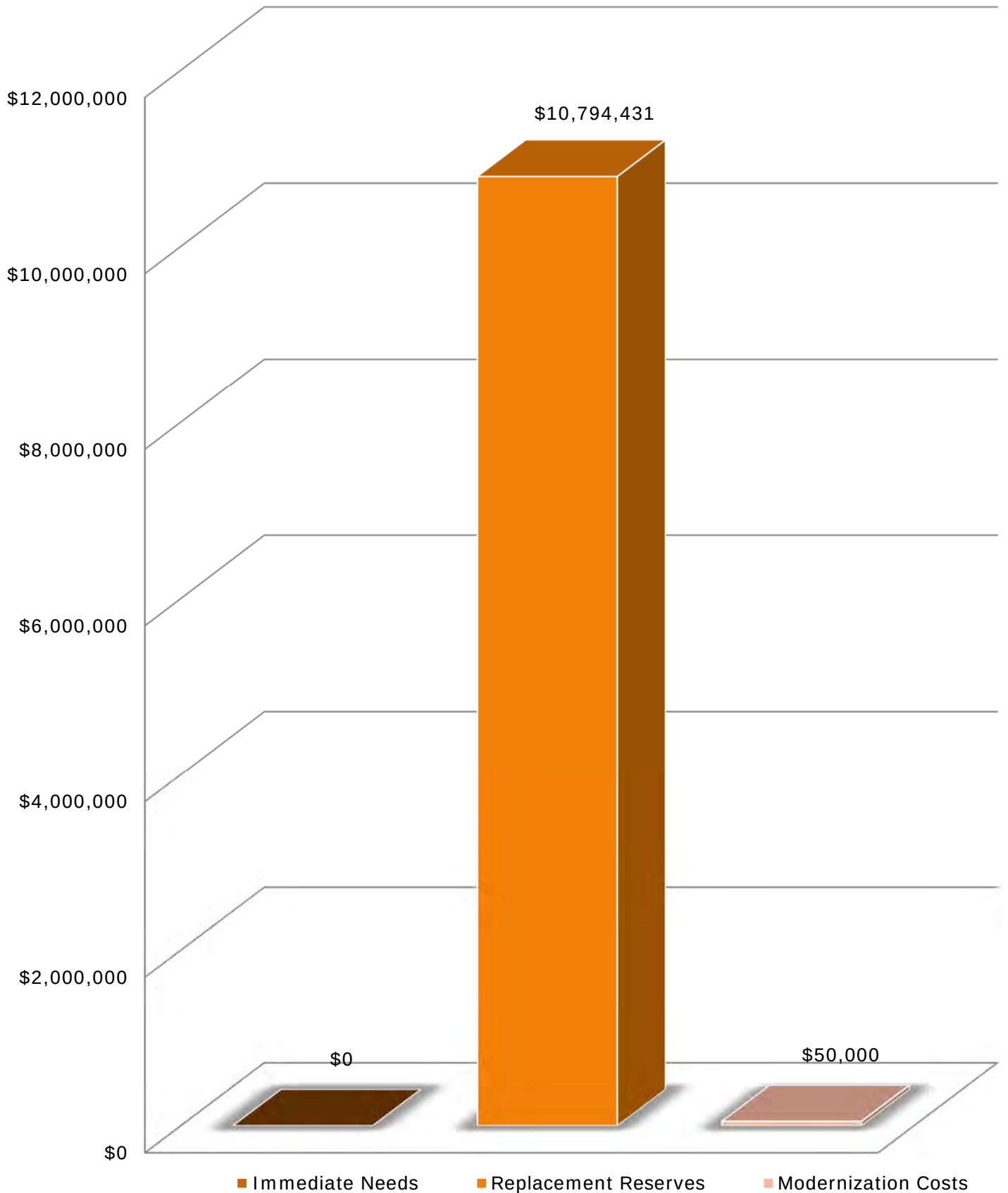
TOTAL EXPENSES BY CATEGORY

(Immediate Needs and Replacement Reserves)



- Site Work
- Exterior Envelope
- Interior Finishes
- Equipment and Systems

EXPENSE BY TYPE



(1) The floor area ratio shall not exceed thirty percent (30%), except that sixty percent (60%) may be allowed with use permit approval on sites with a lot area of two (2) acres or less, inclusive of contiguous parcels in the P-F zoning district; and:

(2) In the case of conditional uses, additional regulations may be required by the planning commission.

The P-F zoning district is discussed in §16.49 of the Menlo Park Municipal Code, which can be accessed here:

<https://www.codepublishing.com/CA/MenloPark/html/MenloPark16/MenloPark1649.html#16.49>

The redevelopment of this property as a privately-owned facility will involve, at a minimum, that a Conditional Use Permit be obtained.

The City of Menlo Park has a sidewalk maintenance and repair requirement, outlined in §13.08 of the Municipal Code. Additional information can be found here:

<https://www.codepublishing.com/CA/MenloPark/html/MenloPark13/MenloPark1308.html#13.08>

The City of Menlo Park does not appear to have a requirement for a sewer lateral inspection prior to the transfer of real property, though the City does require that property owners maintain their private laterals. The owner reported that no underground sewer lines had been replaced during the last five years. Nonetheless, we recommend that a licensed plumber conduct a hydrostatic test and a video snake inspection of the underground sewer lines at the property; this recommendation is a minor expense and a cost estimate is not included in the spreadsheet.

The site does not appear located in a liquefaction zone. The interactive California Geological Survey Liquefaction Map can be found here:

<https://maps.conservation.ca.gov/cgs/informationwarehouse/eqzapp/>

The site does not appear located on artificial fill. The underlying soil composition appears to be Late Holocene period—either Alluvial Fan Deposits (Qhf) or Alluvial Fan Levee Deposits (Qhl). The United States Geological Survey (USGS) Quaternary Database Map can be viewed here:

https://www.sciencebase.gov/catalog/file/get/64e63984d34eeb681137d68a?f=disk_6d%2Fc1%2F80%2F6dc1805ee437c5ed5ea416554cd0c9ff76ad07e4&allowOpen=true

Documents and websites reviewed during the preparation of this report include:

1. Menlo Park Municipal Code;
2. Menlo Park GIS Map;
3. San Mateo County GIS Map;
4. San Mateo County Assessor's Parcel Map;
5. Menlo Park building permit information;
6. Various City of Menlo Park information websites;
7. Architectural drawings prepared by MBT Associates, San Francisco, CA, dated August 30, 1993;
8. Structural drawings prepared by Forell/Elesser Engineers, San Francisco, CA, dated August 30, 1993;
9. Mechanical and electrical drawings prepared by Gayner Engineers, San Francisco, CA, dated August 30, 1993;
10. Landscape drawings prepared by Nishita Carter, San Francisco, CA, dated August 30, 1993;
11. Civil engineering drawings prepared by Kennedy Jenks Consultants, San Francisco, CA, dated August 30, 1993;

There have been no instances of flooding into the building or fires in the interior in the last five years.

Copies of pertinent documents are included in the Appendix.

III. PROPERTY CONDITION ASSESSMENT

Please refer to the attached Figures and Photos to supplement the site descriptions and building conditions.

A. GENERAL

A.01 Introduction

The new owner will be seeking an entitlement for a master plan of the entire site; all areas will be demolished with the exception of Bldg 15, which will be repositioned as a privately-owned building. Bldg 15 will not be occupied until the repositioning which will be sequenced with the construction of new surface parking or a parking garage.

In addition to office occupancies, Bldg 15 was formerly used for research laboratory purposes in which chemicals or hazardous materials were used or stored. USGS will be responsible for the decommissioning process which consists of formally deactivating the laboratories assuring safety for further occupancy in accordance with American National Standards Institute (ANSI)/American Society of Safety Professionals (ASSP Z0.11 2016). Decommissioning will consist of removing all USGS-owned laboratory equipment and furnishings and cleaning all USGS controlled areas where chemicals or hazardous materials were used or stored.

The site is sloped with ten feet of elevation change between natural grade in the area north of the north elevation and south of the south elevation; the parcel is graded such that the first floor of Bldg 15 is situated several feet below the surrounding natural grade. The second floor has more of a feel of a “ground floor;” it is situated a few feet above the surrounding natural grade. The first floor has the feel of a basement in many rooms.

The primary pedestrian entrances to the building are found at second floor level. Near the southeast corner of the building, there is an entrance into the former library. Another entrance on the second floor level occurs at the interstitial joint between the center and east segments of the building. An entrance at first floor level occurs at the interstitial joint between the center and west segments of the building.

The quality of maintenance appears average for a property of this type.

A.02 Property Summary Data

Assessor Parcel Number:
062-390-700

Address:
345 Middlefield Road
Menlo Park, CA 94025

Zoning District:
P-F (Public Facilities)

Likely Occupancy Type:
Group B: (Business—office)
Group B: (Business—testing laboratories)

Year of Completion:
1995

Construction System:
The building's structural steel framing is comprised of W-section and square tube columns and W-section girders, beams, and purlins. Intermediate floor decks and the roof deck utilize ribbed steel

decking with a concrete topping. The reinforced concrete slab-on-grade foundation has continuous perimeter shallow spread footings and isolated shallow spread footings at interior and perimeter column locations and grade beams connecting the footings.

Likely Current Construction Type:
Type II-A, fire resistive rated, fully fire sprinklered

Seismic Upgrades:
None reported

Flood Zone:
FEMA Flood Zone X (unshaded), an area with minimal flood hazard.

Subject Parcel Area:
12.55 acres (547,017.1 sq ft)

Number of Buildings (evaluated in this report):
One

Gross Floor Area:
159,555 sq ft

No. of Stories:
Three

Height:
43'-0"

Parking:
356 Stalls on the subject parcel

Accessible Parking:
Fifteen Accessible stalls are provided on the subject parcel, none of which are indicated as Van Accessible. This configuration is not compliant with the number of standard and Van Accessible stalls required.

Path of Travel:
Generally “Good” level of compliance meeting current Accessibility code requirements.

Restrooms:
“Good” level of compliance meeting current Accessibility code requirements.

A.03 Property Directory

Owner:
US General Services Administration

Architect:
MBT Associates,
539 Bryant Street
San Francisco, CA

Structural Engineers:

Forell/Elesser Engineers
539 Bryant Street
San Francisco, CA

Civil Engineers:

Kennedy Jenks Consultants
303 Second Street, 10th Floor
San Francisco, CA

Mechanical and Electrical Engineers:

Gayner Engineers
1133 Post Street
San Francisco, CA

Soils Engineer:

Geomatrix
100 Pine Street, 10th Floor
San Francisco, CA

Landscape Architect:

Nishita Carter
2789 25th Street
San Francisco, CA

HVAC Maintenance:

Maintenance Staff

Roofing Maintenance:

CMI Management
5285 Shawnee Road, Suite 510
Alexandria, VA

Fire Alarm Monitoring:

Johnson Controls
6952 Preston Avenue, Suite A
Livermore, CA

Fire Sprinkler Testing:

Johnson Controls
6952 Preston Avenue, Suite A
Livermore, CA

Elevator Maintenance:

TKE Corporation
2369 Lincoln Avenue
Hayward, CA 94545

A.04 Utility Services

Water: Menlo Park Municipal Water District

Sewer: West Bay Sanitary District

Electricity: Pacific Gas & Electric (PG&E)

Gas: PG&E

B. SITE DEVELOPMENT AND LANDSCAPING

The subject parcel is developed with thirteen buildings—only one of which is evaluated in this report—concrete-paved public sidewalks and walkways, landscaping, and asphalt-paved, at-grade parking lots in various locations around the parcel. Good drainage characteristics should prevail. Various water features are installed along the south side of Bldg 15.

B.01 Landscaping and Irrigation

The physical condition of the landscaping and irrigation system adjacent to Bldg 15 appeared “Good” to “Poor.”

Landscaping with a sub-surface irrigation system is provided. Mature trees, shrubs, ground cover, flowering plants, and a small grass lawn are provided around Bldg 15. Large areas along the north, south, and west elevations do not have plantings, and the landscape plans indicate that they were intended to be covered in oak leaf mulch. Landscaping is also provided in a raised planter on the second floor level along the walkway leading to the building entrance at the east interstitial joint. Several plants adjacent to the subject building appeared in a degraded condition or dead. Replacement of degraded and dead plants is recommended.

The irrigation system included both pop-up heads and a drip system and is presumably regulated by a programmable controller. The irrigation system was not observed in operation. Backflow prevention devices were observed near the northeast corner of the building, and one likely serves the irrigation system. Several breaks in the drip system lines were observed; repairs are recommended. These repairs are a matter of routine maintenance and a cost estimate is not included in the spreadsheet.

An allowance to replace degraded landscape elements is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet.

B.02 Parking, Driveways, and Concrete Site Work

The physical condition of the parking, driveways, and concrete site work adjacent to Bldg 15 appeared “Good.”

There are no parking stalls within the area of our concern in this report. That area is shown within the red box in one of our aerial photos. For a synopsis of parking on the entirety of the subject parcel, refer to the Executive Summary.

The asphalt paving adjacent to Bldg 15 on Survey Lane and Seminary Drive appeared in generally “Good” condition with only a few deficiencies that are typical in asphalt paving, such as minor cracking and fading as a result of exposure to the elements.

A concrete public sidewalk with concrete curbs and curb cuts lines Middlefield Road; a concrete walkway is installed along Survey Lane, which is located on the subject parcel. Concrete walkways are also installed in several other locations adjacent to Bldg 15.

Current tripping hazards in sidewalks and walkways—these typically occur where concrete panels have a change in elevation greater than 1/4 inch—were observed in a small number of locations, and evidence of past concrete grinding to eliminate these hazards was also observed in a few locations. It can be anticipated that future concrete grinding will be required over the five-year reserve term to address tripping hazards that develop and those that are currently present; this work is a matter of routine maintenance and a cost estimate is not included in the spreadsheet.

Since the client anticipates an almost complete demolition and redevelopment of the former USGS property, AllWest makes no recommendations for remedial measures to address any deficiencies in parking, driveways, and concrete site work.

B.03 Site Drainage

The physical condition and adequacy of site drainage appeared “Good.”

The property was observed in dry weather.

Concrete site work and the asphalt-paved areas are sloped to convey water away from the building. Drain inlets and trench drains were observed in asphalt-paved areas and in concrete site work adjacent to Bldg 15; these drains were typically clear of debris. In some locations adjacent to the north and south elevations of Bldg 15, river rock is installed in beds at the foot of the building. AllWest presumes that drain inlets are in the beds and that the river rock provides a visual barrier to prevent observation of the drains.

Surface drainage in asphalt paved areas is by sheet flow to the drain inlets. Storm water drains to the municipal storm water main beneath Middlefield Road.

The subject property is located in FEMA Flood Zone X (unshaded) as shown on FEMA FIRM panel No. 06081C0308E, dated October 16, 2012. FEMA describes Flood Zone X (unshaded) as an area of minimal flood hazard, usually depicted on flood maps as above the 500-year flood level. Zone X is the area

determined to be outside the 500-year flood and protected by levee from a 100-year flood.

No instances of flooding into the building during the last five years were reported by the GSA.

B.04 Miscellaneous Items and Support Structures

The physical condition of the miscellaneous items and support structures appeared “Good.”

Various water features are located near the south elevation of Bldg 15; all were dry on the day of our site visit. These include a source pool, stream beds, a runnel, and a fountain. Though the water features were not in operation, they were reported to be in a functional condition when they were last run in 2024.

B.05 Retaining Walls, Fencing, and Screening

The retaining walls appeared in generally “Good” physical condition.

There are no fences adjacent to Bldg 15. There is no screening at the subject building, except for the mechanical equipment screens on the roof, which are discussed in Section C.01.

Cast-in-place concrete retaining walls—typically with brick veneer facings—are located in several locations adjacent to Bldg 15. The retaining walls along the north elevation are ten feet in height, maximum; these are the tallest retaining walls near Bldg 15.

B.06 Signs and Identification

The physical condition of signage appeared “Good.”

Signage is limited to a small set of metal letters mounted on a retaining wall near the southeast corner of the building. The sign reads “Vincent E. McKelvey Federal Building”.

B.07 Stairs, Landings, and Railings

The physical condition of the exterior stairs, landings, and railings appeared in generally “Good” condition.

There are several exterior stairs and ramps. All are of cast-in-place concrete construction and are located adjacent to the south elevation.

The stairs and ramps are provided with painted round steel tube railings. Guardrails are of painted steel flat plate and round tube construction and have stainless steel cables oriented parallel to the stair railing

diagonally; these cables serve the purpose of balusters.

Railing paint finishes are in a degraded condition with rust observed in several locations. Rust removal, preparation with a rust inhibitive primer, and repainting are recommended.

Rehabilitation of all exterior railings is recommended as part of the general exterior repainting discussed in Section C.02. A separate line item for this recommendation is not listed under this section.

Two sets of timber stairs are located along the north elevation in landscaped areas. Both of these stairs exhibit numerous deficiencies in code compliance. Both stairs appear to be part of the path of egress from the building's north side to the public way. AllWest recommends that the timber stairs be replaced with fully code compliant stairs.

Deficiencies for Accessibility for exterior stairs are discussed in Section G.02.

A cost estimate for timber stair replacement is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet.

B.08 Support and Dock Areas

The physical condition of the support and dock areas appeared in generally "Good" condition.

A loading area enclosure within precast concrete walls with brick veneer is located near the southwest corner of Bldg 15.

The enclosure is open to the sky and has a pair of painted steel-framed vehicular gates; a smaller gate of similar construction is provided for pedestrian ingress and egress. Rust was observed on the painted steel elements.

The gates should be repainted during the reserve term as part of the general exterior repainting discussed in Section C.02. A separate line item for this recommendation is not listed under this section.

C. EXTERIOR ENVELOPE

The exterior envelope includes a flat roof with minimal slopes presumably covered with a single-ply, white TPO roofing system topped with granite pea ballast. The building has short parapets.

Exterior finishes consist of brick veneer wall panels with precast concrete panels provided as an accent. The windows have white Kynar-coated aluminum frames; the single-pane glazing has a medium green integral tint.

C.01 Roof and Accessories

The physical condition of the roofing system and accessories appeared "Good" to "Fair."

The single-ply TPO roofing system with pea gravel ballast was reportedly installed at the time of original construction in 1995. It appears that a modified bitumen membrane—also topped with ballast—is provided at roof and overflow drain sump locations. The TPO system appears to be unadhered. The modified bitumen walking mats are in a degraded condition. Ballast is not applied within the mechanical equipment screen areas of the roof; in these areas the roofing membrane appears to have received—at an unknown time—a silicone coating with broadcast sand. Evidence of past repairs was also observed in a few locations within the equipment screen areas.

There are three small areas along the east elevation where ballasted roofing systems are installed; these were observed only from above. AllWest presumes they also have a TPO membrane beneath the ballast.

Owing to the 30-year age of the underlying roofing systems, AllWest recommends that a complete tear-off TPO membrane replacement be undertaken during the reserve term on the main roof and on the three smaller roofs. Since the areas within the equipment screens appear to have received a coating of some sort, these areas of the roof would not be eligible for an overlay system. Should the roof be eligible for an overlay system, the cost would be approximately one-half of that shown in the spreadsheet for a tear-off system. AllWest recommends that the pea gravel ballast be reused.

The roofing system has no currently valid warranty.

Roof Drainage

The main roofing system has minimal slopes conveying storm water to atrium grated roof and overflow drain combinations located in recessed, shallow sumps in the ballasted areas. Within the equipment screen areas, the drain combinations are not located in sumps. The three smaller roofing systems along the east elevation also have roof and overflow drain combinations installed. Drain grates and sumps were generally clear of debris and dead vegetation.

Roofing maintenance is provided semi-annually by CMI Management. AllWest recommends that an annual contract be initiated and maintained by the new owner to provide periodic inspections, cleanings, and minor repairs of the new roofing system, when installed. This contract is a matter of routine maintenance and a cost estimate is not included in the spreadsheet. No current, known leaks through the

roofing systems were reported by the building engineer.

A cost estimates for roof replacement is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet.

C.02 Exterior Finishes

The physical condition of the building exterior appeared generally “Good.”

Our evaluation of the exterior finishes was conducted from adjacent grade.

Exterior finishes consist primarily of the orange-red brick veneer panels with precast concrete panels provided as an accent. At the southeast corner of the building there is a painted steel framework provided as a decorative element near the library entrance. Rust was observed in several locations on the framework. Exterior elements with a paint finish were reportedly last repainted more than twenty years ago.

AllWest recommends that all exterior elements provided with a paint finish be repainted during the reserve terms. Rust removal, preparation with a rust inhibitive primer, and repainting are recommended in those areas where rust is present.

AllWest recommends that the precast concrete wall panels be pressure washed—including the interior side of the parapets. This should be done in conjunction with the pressure washing of the window frames discussed in the next section. The cost for pressure washing these exterior elements will be listed under the C.03 heading in the spreadsheet.

A single line item cost estimate for exterior repainting is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet.

C.03 Doors, Windows, and Skylights

The physical condition of doors, windows, and skylights appeared generally “Good.”

All windows, doors, and skylights likely date to original construction.

The windows have white *Kynar*-coated aluminum frames; the single-pane glazing is fixed and has a medium green integral tint. No known leaks through the window and wall systems were reported by the GSA.

One drooping rubber window seal was observed along the east elevation on the second floor. Repair is recommended. In some other locations—typically at corner windows—seals appeared to have shrunk

and to have separated from one another at the exterior corner intersection.

While walking around the exterior of the building, we performed a general evaluation of window seals from grade. Though we observed no other drooping seals, our evaluation cannot be considered exhaustive.

Owing to the age of the window seals—and the observed condition of a few degraded seals—we recommend that contingency funds be allocated for annual seal replacement. This recommendation is not predicative, but it is made as a contingency measure to maintain the windows and seals in “Good” condition.

Grime has accumulated on the white window frames; pressure washing is recommended. This washing should be performed in conjunction with the recommended pressure washing of the precast concrete wall panels discussed in Section C.02.

Exterior steel doors typically have somewhat degraded paint finishes and rust was also present at some doors. The steel doors should be repainted as part of the general exterior repainting discussed in Section C.02. Rusted areas should be rehabilitated as previously described in that section.

Seven skylights are installed. Six are rectangular in plan and one is circular; all are curb-mounted. The rectangular skylights have a vaulted form; the circular skylight is made up of multiple triangular panels to form a 12-sided pyramid. All skylights have white *Kynar* coated frames and the glazing has a medium green integral tint, matching the other windows in Bldg 15.

A contingency allowance for window seal replacement and repairs is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet, as is an allowance for pressure washing the window frames and precast concrete wall panels.

C.04 Patios, Terraces, & Balconies

The physical condition of the terraces appeared generally “Good.”

Patios and balconies are not provided.

Seating areas are provided in two locations near the south elevation. Picnic tables are provided near the small grass lawn. The tables are in a degraded condition and replacement is recommended. This is a minor expense and a cost estimate is not included in the spreadsheet.

Somewhat to the west of where the picnic tables are found, a stainless steel seating area is installed. The

seats are built in and attached to a stainless steel parapet—or low wall—atop a brick veneer/concrete retaining wall. In plan the seats form a semi-circle.

D. Structural Elements

The building was designed in conformance with the requirements of the 1991 edition of the UBC. This is a pre-Northridge earthquake edition of the building code which had significantly less stringent seismic resistance requirements than code editions published after that earthquake, which occurred on January 17, 1994. The first post-Northridge edition of the code was the 1997 UBC. The GSA reported that seismic structural upgrades have not been performed.

The L-shaped building is a three-story, steel-framed structure with a reinforced concrete slab-on-grade foundation system which includes continuous perimeter shallow spread footings, shallow spread footings at interior and perimeter column locations, and grade beams.

D.01 Foundations

The physical condition of the foundation appeared “Good.”

The reinforced concrete slab-on-grade foundation is provided with continuous perimeter shallow spread footings and isolated shallow spread footings at interior and perimeter column locations. Grade beams are typically located along the N-S axis of the foundation.

No signs of significant building settlement, distress, or overloading were noted at any of the foundation elements we observed during our site visit. No instances of known soil subsidence or differential settlement of the concrete slab were reported by the GSA.

D.02 Wall Construction

The physical condition of the wall construction appeared “Good.”

Exterior finishes consist primarily of the brick veneer panels with precast concrete panels provided as an accent. These panels are attached to the primary structural system by steel frames which are constructed of smaller structural steel members. The exterior panels are not vertical load-bearing, though they must support their own weight and resist horizontal loads.

Interior walls are of gypsum board on steel stud construction and are also not load-bearing. All observed exterior and interior walls appeared plumb.

D.03 Roof/Floor Framing

The physical condition of roof and floor framing appeared “Good.”

The building's structural steel framing utilizes W-section and square tube columns and W-section girders, beams, and purlins. Intermediate floor decks and the roof deck combine ribbed steel decking with a concrete topping.

E. Interior Finishes

The new owner intends to redevelop Bldg 15 as a privately-owned facility. The subject building's redevelopment may likely have included large-scale, if not almost complete, demolition of the currently installed interior finishes. For this reason, costs to replace and/or repair interior floor, wall, and ceiling finishes are not included in the spreadsheet, unless AllWest observed egregious degradation. The only place where such degradation was observed was on the first floor to the west of the large mechanical equipment room at the southeast corner of the building. The damage occurs at ceiling level on the west wall of the foyer to the west of the equipment room. An allowance to provide remedial measures to address the leak and the concomitant damage is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet. The repairs should also include the application of a rust converter—followed by priming and painting—on the rusted light gauge steel framing for the ceiling, or the replacement of rusted steel members.

Minor water damage was also observed on the first floor in the service room at the northeast corner of the building. Small amounts of mold or mildew were observed on the gypsum board wall inside the service room at this location. Contaminated gypsum board should be removed and replaced; this is a minor expense and a cost estimate is not included in the spreadsheet.

E.01 Floor & Base Finishes

The physical condition of floor and base finishes appeared generally “Good.”

Lobbies, Foyers, and Corridors

The main lobby has, primarily, a black terrazzo floor; the terrazzo resembles highly polished black granite. Some foyers have the sealed and polished concrete slab or deck as the floor finish. Corridors typically have the sealed and polished concrete slab or deck as the floor finish. A 4” top-set rubber base is most often provided. Where black terrazzo flooring is provided, a stained wood base molding is installed.

Offices

The typical floor finishes are low-pile broadloom carpet with a 4" top-set rubber base.

Labs

The typical floor finishes are an epoxy flooring system or the sealed and polished concrete slab or deck. A 4" top-set rubber base is typical.

Library

The observed floor finishes are the painted concrete floor slab, vinyl sheet flooring, low-pile broadloom carpet, and terrazzo. A 4 inch top-set rubber base is typical.

Restrooms

Restrooms are provided with 2" square ceramic floor tiles and a coved ceramic tile base.

Service Rooms

The floor finish is the exposed, painted or unpainted concrete slab or decks. Base moldings are typically not provided, except at gypsum boards walls where a 4" top-set rubber base is installed.

E.02 Wall Finishes & Doors

The physical condition of wall finishes and doors appeared "Good."

Solid core, factory-finished stained wood doors are installed in interior locations. Lever door handle hardware is provided. Office doors have square glass lites; lab door have circular glass lite.

Lobbies, Foyers, and Corridors

The main lobby has white painted gypsum board walls, as do the majority of corridor areas. Some corridor areas have a stained wood paneling installed. The paneled areas correspond to where the terrazzo flooring is provided in the corridors. In some foyers, the same brick veneer used on the exterior is also installed on the interior walls.

On the first floor to the west of the large mechanical equipment room, efflorescence was observed on the brick veneer interior wall along the area where the water intrusion discussed in Section E. occurs. Cleaning is recommended; this is a minor expense and a cost estimate is not included in the spreadsheet. Cleaning should be coordinated with the leak repairs recommended in Section E.

Offices

White-painted gypsum board walls are provided.

Labs

White-painted gypsum board walls are provided, as well as full-height plastic sheet paneling.

Library

White-painted gypsum board walls predominate; the stained wood paneling found in some corridor locations is also provided in the library.

Restrooms

Full-height 4" square ceramic tile wall facings are installed.

Service Rooms

White-painted gypsum board walls are provided.

E.03 Ceiling Finishes

The physical condition of ceiling finishes appeared "Good."

Lobbies, Foyers, and Corridors

The main lobby has a white-painted gypsum board ceiling. The corridors and foyers have 24" x 24" designer acoustical ceiling tile systems. In those corridor areas where the wood wall paneling is provided, the ceilings have the same paneling.

Offices

The offices have 24" x 48" conventional acoustical ceiling tiles systems are installed.

Labs

The labs typically have 24" x 48" conventional acoustical ceiling tiles systems are installed. In some labs, a high-gloss, washable ceiling tile system is provided.

Library

A designer acoustical ceiling tile system predominates. White-painted gypsum board ceilings are also installed

Restrooms

The ceilings are white-painted gypsum board.

Service and Mechanical Rooms

Ceilings are the painted or unpainted underside of the floor or roof decks above. Steel structural members are provided with spray-on fireproofing.

Some damaged or degraded ceiling tiles were observed in various rooms. Since a wide-scale interior demolition is foreseen, we make no recommendation for tile replacement.

E.04 Interior Stairs

The physical condition of interior stairs appeared "Good."

Five sets of interior stairs are installed. These are enclosed, steel-framed fire stairs with precast treads and risers; the risers are closed. The treads and risers have the same black terrazzo finish used elsewhere in the building. The interior railings share the same design as the exterior railings; both have white-painted steel frames and stainless steel cables serving as balusters. Round stained wood handrails are provided.

Deficiencies for stair Accessibility are discussed in Section G.02.

F. Equipment and Systems

Heating and cooling are provided by constant and variable air volume distribution systems served from rooftop four-pipe air handling units. Primary chilled water is provided by two water-cooled chillers. Chiller heat rejection is provided by a rooftop two-cell cooling tower. Primary hot water is provided by two rooftop natural gas-fired boilers. Air handling units have outside air intakes for ventilation air and are capable of economizer operation. Exhaust air for restrooms, laboratories, and other mechanical spaces is provided by rooftop centrifugal exhaust fans.

A PG&E transformer in a sidewalk vault provides 480/277 volt, 3-phase, 4-wire electrical service to two main electrical rooms, each housing a 2,500 amp main electrical switchgear panel. Wire-in-conduit feeds electrical distribution sub-panels and motor control centers throughout the building. Step-down transformers serve 208/120 volt panels. A 450 kW diesel-fired generator protects emergency loads.

The Menlo Park Municipal Water District provides domestic and fire water to the building. The fire service and domestic water service have backflow preventers (BFP) located within the first floor mechanical room.

The building is protected by a wet-pipe sprinkler system and appears to be fully fire sprinklered. System

pressure is supplemented by an electric fire pump. An 8" fire water service feeds the sprinkler system. There is also a 4" stairwell standpipe with 3" FDC at each landing. The building is protected by a fully addressable fire alarm system. The emergency generator protects emergency lights and illuminated exit signs.

F.01 Meters

The physical condition of the utility meters appeared "Good."

PG&E provides electricity from an underground vault below the Survey Lane sidewalk. Electric meters are on the two main electrical service entrance panels.

PG&E provides natural gas with the service and meter located along Middlefield Road.

The Menlo Park Water District provides a 6" domestic water service and an 8" fire sprinkler water service to the building. Both services are protected with BFPs.

F.02 Mechanical - HVAC

The physical condition of the HVAC systems appeared "Good" to "Fair."

The two water-cooled chillers use refrigerant R-123. The rooftop packaged air conditioner uses R-22. Both refrigerants are being phased-out as part of the Montreal Protocol, which the United States committed to as a collaborative, international effort to regulate and phase out ozone-depleting substances.

In 2010, the U.S. stopped the sale of newly manufactured air conditioning units and heat pumps that use R-22 because of its particularly harmful impact on the ozone layer when released into the air. On January 1, 2020, the U.S. Environmental Protection Agency (EPA) banned the production and import of R-22. R-22 will become more scarce and costly during the evaluation period. In 2020, the U.S. stopped the sale of newly manufactured equipment that uses R-123.

Overall building cooling density is around 155 square feet per ton which is more than adequate for buildings in this service and geographical location and appears adequate for current tenant needs. Heating capacity is provided at 157.9 BTU/hr per sq ft, which is far above what is considered adequate for buildings in this service and geographical location.

Space Cooling and Heating

Heating and cooling are provided by constant and variable air volume (VAV) distribution systems served from rooftop four-pipe air handling units. Air handlers

serve cooling only VAV boxes for interior spaces and VAV boxes with hot water reheat coils for perimeter zones.

Primary cooled air is provided by vertical supply chases tied to seven *McQuay* rooftop four-pipe air handling units (AHU). The AHUs have chilled water coils with capacities between 130 and 200 tons and hot water coils with capacities between 1,300,000 and 2,200,000 BTUs per hour. AHUs have variable frequency drives (VFD) for airflow modulation. Primary chilled water supply is provided by two 525 ton *York* centrifugal chillers, located within the main mechanical room. A refrigerant monitor and control system protects the chiller room and is tied to a rooftop exhaust fan. Chiller heat rejection is provided by a rooftop *Baltimore Aircoil Company* two-cell cooling tower. Heating hot water for VAV reheat coils is provided by two natural gas-fired hot water boilers, located in a rooftop doghouse structure. The two *Bryan* boilers have input capacities of 12,600,000 BTUs per hour. There is a rooftop packaged 10 ton *York* air conditioner for supplemental cooling.

HVAC maintenance is provided by an in-house staff with outside contractors called in as needed.

Control System

A *Tridium* direct digital control (DDC) system provides scheduling and temperature control for air handlers, cooling towers, boilers, and constant volume and VAV boxes. Laboratory spaces have controls that precisely control supply and exhaust airflow.

Ventilation

Ventilation air is provided through outside air intake sections in each of the seven air handling units. Units are capable of 100% outside air (economizer) operation.

Rooftop exhaust fans serve building restrooms, laboratories, and other selected mechanical rooms. Laboratory exhaust fans are equipped with VFDs for exhaust modulation.

Equipment

The attached mechanical equipment list provides a brief description of primary HVAC equipment and indicates the age and estimated remaining useful life expectancy of the installed units.

Typical warranties for commercial mechanical equipment are one-year for parts and labor. Existing equipment is no longer under warranty. Mechanical equipment was shut down when the building was vacated in 2024. The cooling of the hot water piping system caused *Victaulic* connections to contract and

leak. It is recommended to replace the entire heating hot water distribution system. The seven AHUs, two water-cooled chillers, cooling tower, and two natural gas boilers have reached their EULs, and replacement should be anticipated. The supplemental air conditioner has reached its EUL and should also be replaced.

Cost estimates to replace the equipment listed above are included in the Immediate Needs and Replacement Reserves Analysis spreadsheet.

F.03 Electrical

The physical condition of the electrical systems appeared “Good.”

The building electrical system is served from a vault-mounted utility transformer beneath the Survey Lane sidewalk feeding into the first floor main electrical room.

Power Supply

The utility-owned, vault-mounted transformer provides 480/277 volt, 3-phase, 4-wire primary electrical service to the two *General Electric* main switchgear panels, each rated at 2,500 amps. Wire-in-conduit feeds supply electrical distribution sub-panels throughout the building and first floor and rooftop motor control centers. There is a dedicated 800 amp service for the electric fire pump.

Overall building electrical density is 20.8 watts per square foot, which is adequate for buildings in this service and geographical location.

Once the building has been reconfigured and fully occupied for at least 6 months, AllWest recommends the electrical systems be infrared scanned—on a triennial schedule—for hot spots and loose connections that develop over time. We further recommend that the 2,500 amp main switchgear receive ground fault interrupter testing and maintenance every three years.

Cost estimates to perform electrical testing services are included in the Immediate Needs and Replacement Reserves Analysis spreadsheet.

Lighting

Office, laboratory, and corridor lighting is provided by a variety of wall-mounted, suspended, and recessed fixtures with T-8 fluorescent and LED lamps. A building lighting control system schedules fixture operation.

Exterior Lighting

Exterior lighting is provided by wall-mounted and post-top fixtures with LED lamps. Fixture operation is controlled by time clocks.

Energy Management System

A *Tridium* energy management system provides HVAC temperature control and scheduling.

Emergency Power

Emergency power is provided by a 500 kW *Kohler* diesel fired generator.

F.04 Gas

The physical condition of the natural gas systems appeared "Good."

The building is provided with a 1-1/2" natural gas service. No seismic shutoff valve was observed. Building natural gas loads include the two rooftop boilers

A cost estimate to install a seismic shutoff valve on the natural gas service is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet.

F.05 Plumbing

The physical condition of the plumbing appeared "Good."

Supply Piping

The Menlo Park Municipal Water District provides a 6" domestic water service with BFP. Where observed, domestic water piping inside the buildings is copper tubing.

Waste Piping

Where observed, wastewater and vent piping are cast iron.

Fixtures

Wall-mounted water closets use manual two-way flush valves. Urinals use automatic flush valves. Sinks and lavatories are typically under-counter mounted vitreous china with single water faucets with proximity sensor controls.

Domestic Hot Water

Domestic water heating for restrooms is provided by a *Rheem* 120 gallon electric water heater with an 18,000 watt heating element. Three *Cemline* 120 gallon electric water heaters provide laboratory hot water. The four water heaters are located within the first floor main mechanical room.

F.06 Fire Protection

The physical condition of the fire protection system appeared "Good."

Firewater Distribution and Suppression Devices

The building appears to be fully sprinklered by a wet-pipe sprinkler system. No recalled sprinkler heads were observed. There is an incoming 8" fire sprinkler water service with a BFP. System volume is supplemented by a *Joslyn Clark* 500 gallon per minute electric fire pump. There is also a 4" stairwell standpipe with 3" FDCs at each landing. The standpipe is fed from a 4-way 4" FDC along Middlefield Road.

Five and ten lb. ABC-type dry chemical fire extinguishers are located throughout the building. The extinguishers are typically stored in semi-recessed wall cabinets with glass door fronts in finished areas. In service areas, the extinguishers are simply wall-mounted. All observed extinguisher inspection tags are current with an inspection date in September of 2024.

The latest five-year fire sprinkler system NFPA inspection was performed in March of 2020. It was reported that services have been secured to bring inspection and testing current.

Fire Alarm Systems

The master FACP is located within the building lobby. The panel is a *Simplex* 4100 ES fully addressable model. The panel monitors initiation devices such as smoke detectors, manual pull stations, and riser flow and tamper switches. If activated, panels signal notification devices such as horns, strobes, and the building fire bell.

The FACP is now obsolete and replacement equipment is becoming scarce. It is recommended to replace the panel.

Smoke Detectors

Duct and ceiling mounted smoke detectors are tied to the FACP.

A cost estimate to replace the FACP is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet.

F.07 Other Systems

Central compressed air, vacuum, and water treatment systems that supported the laboratory spaces are located within the first floor main mechanical room.

There are site water features with duplex pumps. It was reported that the system was operational when shut down in 2024.

F.08 Security System

The physical condition of the security system appeared "Good."

Exterior doors always remain locked. Touch-pad door readers allow building access.

F.09 Vertical Transportation and Conveying Systems

The elevators and controllers were evaluated by VDA as in overall "Fair condition. A copy of their report is included in the Appendix; refer to that document for a detailed breakdown of the operating and physical condition of the various elements of each of the three elevators.

Vertical transportation is provided by three hydraulic elevators—two passenger and one freight—manufactured by Baxco and installed by Elevator Service Corporation of Central California in 1997. TKE Corporation currently provides maintenance and service. Modernization of each elevator's equipment, car interior, and controller is recommended during the reserve term.

All elevator required inspections are current.

A cost estimate as a single line item for modernization of all three elevators is included in the Immediate Needs and Replacement Reserves Analysis spreadsheet. See VDA's elevator report in the Appendix for a breakdown of costs per elevator.

G. Accessibility Compliance

The Accessibility Standards of the California Building Code (CBC), as adopted by the Menlo Park Building Department, establish guidelines to afford access and mobility to a site or building to persons with disabilities. The standards are modeled on the Americans with Disabilities Act (ADA) which prohibits discrimination to access and use of areas of public accommodation and commercial facilities on the basis of disability.

Public-accessible facilities completed and occupied after January 26, 1992, are required to comply fully with the Americans with Disabilities Act Guidelines (ADAAG). In California, all new construction, as well as substantial renovations and upgrades to existing facilities, are required to meet the current Accessibility requirements of the CBC for public, quasi-public, and multi-residential environments.

Where CBC or local Accessibility requirements differ from those found in the ADA and are equal to or more stringent than those found in the ADA, the CBC or local requirements shall govern.

Older facilities are often held to a lesser standard of compliance to the extent allowed by structural feasibility, design logistics, historical status, or economics. Yet, regardless of age, areas Accessible by the public must be maintained and operated to comply with the federal mandates of the ADA.

During the Property Condition Survey, a limited visual observation for Accessibility compliance was conducted. The visual observation scope was limited to areas of common use, such as the exterior site, entry areas, restrooms, doors, and hardware directly related to common areas. Off-site areas are typically not evaluated. The limited observation described herein is not a full Accessibility Compliance Survey.

Due to the variable nature of Accessibility compliance required of existing buildings and the variable nature of enforcement and interpretation of Accessibility requirements from community to community, analysis of what may be required in any future building permit application is outside the scope of work for this report, as is an analysis of the possible ramifications of legal and financial liability for any deficiencies in site and building Accessibility which are not remedied. It also bears mentioning that a set of plans that have been approved for a building permit by the Menlo Park Building Department will not necessarily meet all the requirements of the ADA.

Both the tenants and the building owner may be held responsible and financially liable for fines, penalties, settlements, and for correcting any deficiencies with exterior, interior, and toilet room Accessibility in the event that a complaint or lawsuit is filed in connection with deficiencies in Accessibility at the subject property.

It is outside the scope of work for this report to speculate on what degree of Accessibility would be required of any future TI project at the subject property by the Menlo Park Building Department. Existing buildings can often be allowed to provide a significantly lower level than full Accessibility compliance owing to financial hardship and structural or site constraint infeasibility.

Discussions and negotiations with an Accessibility Plan Check engineer both before and during the Plan Check process can often result in a lower level of Accessibility compliance required with an existing building. It is not possible to predict in this report what that possible, speculative lower level of compliance would entail.

G.01 Parking

The physical condition of parking for Accessibility appeared “Fair” to “Poor.”

As noted in Section B.02, there are no parking stalls within the area of our concern in this report.

Fifteen Accessible parking stalls are provided on the subject parcel; none are designated as Van Accessible, though one of these stalls appears to have an access aisle wide enough to allow the stall to be reconfigured as a compliant Van Accessible stall.

For a parking facility with 356 parking stalls eight Accessible stalls are required, two of which should be Van Accessible. Three of the stalls with Accessibility pavement markings are in parallel configuration—adjacent to a curb—and lack access aisles and curb ramps. Required Accessibility signage is typically not provided at those stalls with Accessibility pavement markings. At the few stalls where Accessibility signage is provided, the signs are non-compliant with current requirements. Some access aisles—though not measured—appear to lack sufficient width to be compliant. The tow information sign required at the entrance to the parking lot is not provided.

Since the future owner intends to redevelop the entire USGS facility—and that the redevelopment may likely entail a complete redesign of the parking facilities—AllWest makes no recommendations for remedial measures to address deficiencies for the current Accessible parking configuration.

G.02 Path of Travel

The physical condition of the Path of Travel appeared “Good.”

A delineated Accessible path of travel from the public sidewalk along Middlefield Road to the main entrances on the south elevation of Bldg 15 is not provided, but it is likely that simply installing Accessibility signage in pertinent locations would provide a compliant path of travel. A delineated Accessible path of travel from the closest Accessible parking stall is not provided to Bldg 15.

In exterior locations ramps and stairs appeared generally complaint with minor deficiencies. The visually contrasting stripes on each tread of the exterior stairs are no longer compliant with current codes.

Throughout the building, door widths, thresholds, and hardware appear in general compliance with current Accessibility codes. Interior stair railings are no longer compliant with current codes. The visually

contrasting stripes on the upper- and lowermost treads of the interior stairs are no longer compliant with current codes.

If a complete rehabilitation of Bldg 15’s interior is undertaken, as proposed, it is possible that a plan check review may require the installation of compliant interior stair railings. The cost for this is listed as an optional Modernization expense in the Immediate Needs and Replacement Reserves Analysis spreadsheet

Since the new owner intends to redevelop the entire USGS facility—and that the redevelopment will likely entail a large-scale redesign of the site walkway and parking configurations—AllWest makes no recommendations for remedial measures to address deficiencies for the current Accessible exterior paths of travel.

G.03 Toilets/Plumbing Fixtures

The physical condition of the toilet rooms and plumbing fixtures for Accessibility appeared “Good.”

Men’s and women’s restroom are provided on each floor. Shower and locker facilities are installed in the second floor west restrooms.

The Accessible restroom and toilet stalls in all observed restrooms appeared generally compliant with current codes.

All restroom sinks drainpipes are shielded from contact with built-in cabinetry. Accessible stall toilet flush handles are installed on the correct side. Hardware mounting heights, though not measured, appeared compliant. Horn/strobe alarm devices are installed in all observed restrooms. The roll-in showers appear to be adequately sized and contain compliant Accessibility features.

Water fountains are single-height with bottle fills.

G.04 Elevators

The physical condition of the elevators for Accessibility appeared generally “Fair” to “Poor.”

VDA states that the elevators are satisfactory for: ASME A17.1 safety code compliance; cab enclosure (layout, door size, illumination, and flooring); and car and corridor entrances, (size, signage, and reopening devices).

The elevators are unsatisfactory for: car operating panel (design, location and function); car signal indicators and communications; corridor fixtures (operation, signals, and location); and operational functions (automatic leveling and door timing).

Costs for remedial measures to address these deficiencies with elevator Accessibility are included within the general elevator modernization line item discussed in Section F.09.

IV. CONSULTANT'S QUALIFIERS

A. Scope of Work

AllWest was retained to assess the existing site's physical condition, improvements and buildings at the subject property, research available records, and interview individuals familiar with facility operations. AllWest was tasked to identify construction and/or code deficiencies and to prepare a five-year spreadsheet for immediate and replacement reserve expenditures.

B. Methodology

AllWest used industry standard cost estimating guides such as R. S. Means and Current Costs by Saylor Publications as well as our experience and judgment. AllWest conducts spot-check pricing and uses prices provided by local general contractors.

In preparing the report, AllWest utilized industry standard guidelines as a basis for our inquiry including the "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process," outlined in ASTM E2018-24.

C. Assessment Criteria

In evaluating the property, "Excellent" is the best maintained property condition or new construction, with all the building equipment operational and no repairs necessary. A "Good" rating is for a condition that demonstrates consistent building and grounds maintenance, and all building equipment in sound operating condition, with only a few minor repairs needed. A "Fair" rating is for a condition that demonstrates some wear or damage present in the building and/or grounds elements, requiring repair or replacement work. A "Poor" rating is for a condition that is clearly the worst, with a uniform run-down appearance, damaged building elements or inoperable building systems present.

D. Limiting Conditions

AllWest accessed the main roof; offices and labs on all floors; the library; various service rooms, including the main mechanical room on the first floor; storage rooms; and janitor's closets. We accessed restrooms on each floor—though we did not enter every restroom—the main electrical and fire service rooms, and rooftop

mechanical equipment. The elevators and elevator equipment rooms were accessed by VDA.

During the preparation of this report:

- An ADA survey was not provided;
- An ALTA survey was not provided;
- A rent roll was not provided; the building was vacant;
- No roof warranty is in effect and warranty documents were not furnished;
- HVAC system service documents and warranty documents were not provided; the HVAC equipment warranties have expired;
- FLS system service documents were not provided;
- Contracts for proposed future work were not provided;
- Vendor service documents were not provided;
- The AllWest PCA client questionnaire was not returned.

An appraisal was not made available for the subject property. Quantities were arrived at with input from the property manager and by our own count. AllWest relied upon field observations and measurements. AllWest recommends that, if feasible and permissible, all building materials or finishes be replaced in kind. AllWest did not operate any building systems or equipment and did not perform any tests. This report does not confirm the presence or absence of hazardous materials.

This evaluation represents AllWest's opinion based on our site observations. It should be recognized that items other than those specifically identified in this report might require repair or replacement. Furthermore, this review is not intended to preempt in any way the technical or professional responsibility of the original design consultants.

The inspection procedures do not address termite or environmental inspection. The investigation scope was limited to accessible building areas, structure, and its components. Physical removal of wall panels or similar items was not performed to determine structural soundness or equipment reliability.

AllWest has visually assessed the subject property, both the land and the improvements thereon, where applicable. It is impossible to personally observe

conditions that may exist below the surface of those that may be hidden within the structure of the improvements. Therefore, it cannot be guaranteed that hidden or unexpected problems with the facility's structural integrity or soil conditions do not exist.

The inspection findings contained in this report are based upon quantitative and qualitative factors that existed on the inspection date. There can be no assurance that intervening factors will not affect the report's conclusions.

Sketches, floor plans, and maps used in this report are included to aid the reader's visual understanding and should not be considered surveys or engineering studies. All dimensions and estimates of building size, net or gross are approximations.

The report is intended only for the internal use of the addressee or their authorized representative and possession does not imply the right to publication or the use for any other purpose without the written consent of AllWest Environmental, Incorporated.

Neither all nor part of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent of AllWest Environmental, Incorporated.

This report is not intended, in any manner, to include any critique or evaluation of the design concept, or the structural, mechanical, or electrical systems, which may be incorporated into the subject property. It is not intended as an opinion with respect to any legal relationship or responsibilities between the architect, the engineers, the contractor, or the subject property owner. While AllWest Environmental, Inc., has reviewed some documents, our statements are not intentional legal opinions. In making this review and preceding on-site inspection, AllWest Environmental, Inc. does not assume any legal responsibilities for the design architects or engineers, or contractors for the subject property, nor is any other warranty or representation expressed or implied, included or intended.

E. PREVIOUS REPORTS & INFORMATION SOURCES

A previous property condition report was not provided.

- Some architectural, structural, civil, and landscape drawings for the original 1995 construction project were reviewed during the preparation of this report;
- Some historical repair or improvement information was provided by the GSA;

- Some roof maintenance/repair information was provided,
- Some information concerning testing and inspections of the fire and life safety systems was observed during our site visit;
- Elevator system service documents and inspection information were reviewed on-site;
- Some vendor information was provided;
- The GSA provided responses to several project-specific questions.

F. Consultant Qualification

Ryan Miller is a California Licensed Architect with more than 40 years of related experience.

Ronald Brown is a licensed Mechanical Engineer with more than 10 years of related experience.

Miguel Enguidanos is a California Licensed Architect with more than 44 years of related experience.

G. Reliance Language

This report was prepared for the sole and exclusive use of USGS Menlo Park LLC c/o Presidio Investments LLC, the only intended beneficiary of this work. No excerpts may be taken as representative of the findings of this assessment. The scope of services performed in the execution of this investigation may not be appropriate to satisfy other users, and any use or reuse of this document or its findings, conclusions, and recommendations is at the user's sole risk.

The information contained in this report has received appropriate technical review and approval. The conclusions represent professional judgments and are founded upon the investigation findings identified in the report and the interpretation of such data based on our experience and expertise according to the existing standard of care. No other warranty or limitation exists, either expressed or implied.

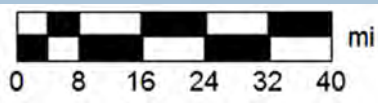
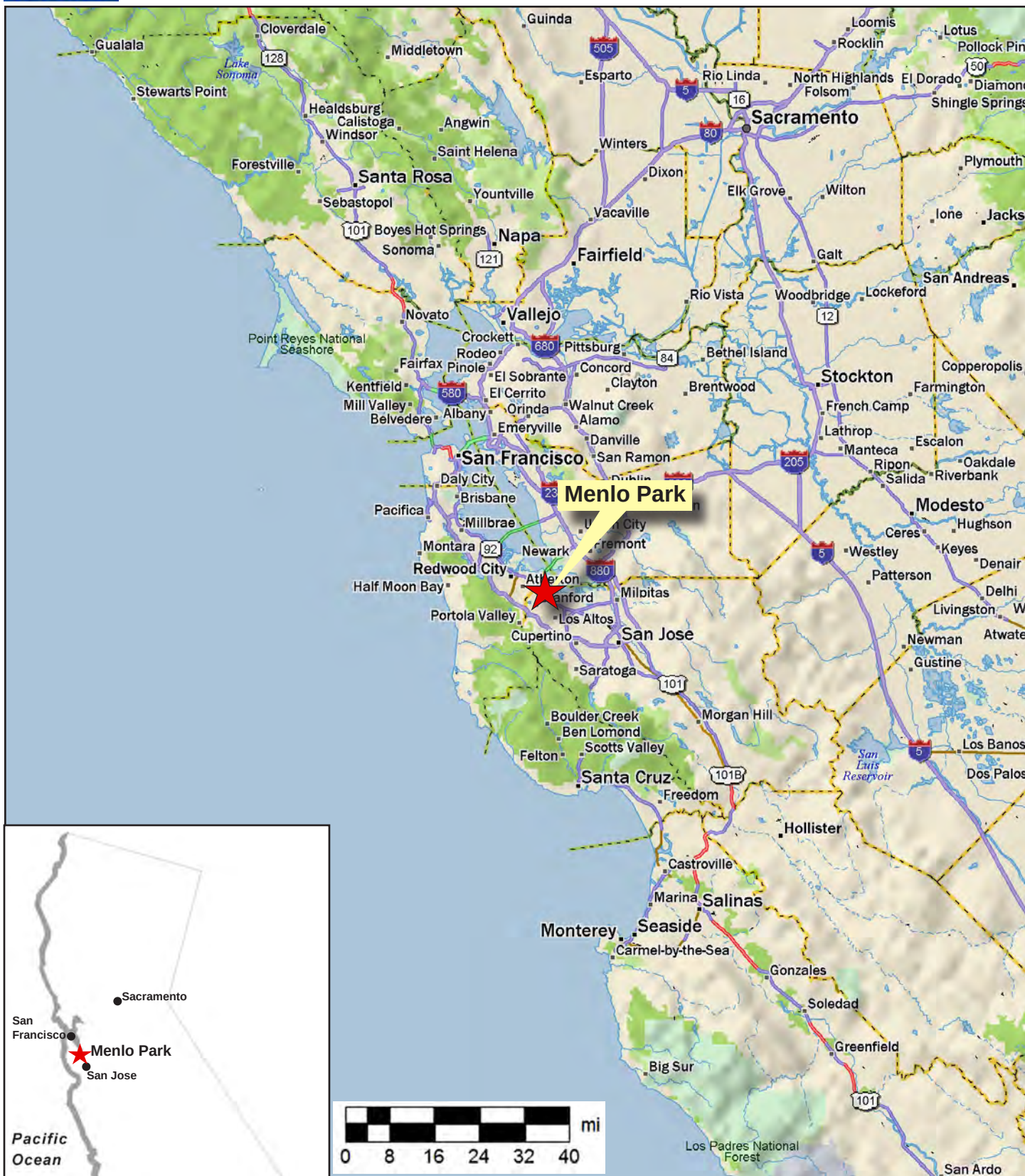
AllWest's opinion of probable costs has been prepared solely as a general reference document for the use of USGS Menlo Park LLC c/o Presidio Investments LLC. Our estimate has not been prepared by a cost estimator or contractor and as such should not be considered a guaranteed maximum of costs. Our estimate has been prepared to meet the unique needs of USGS Menlo Park LLC c/o Presidio Investments LLC. No other parties may rely on the estimate without AllWest's consent. This report is not a specification for further work and is not intended as a substitute RFP.

All area costs, unit costs, and line-item estimates are order-of-magnitude only.

Neither AllWest nor any staff member assigned to this investigation has any interest or contemplated interest, financial or otherwise, in the subject or surrounding

properties, or in any entity which owns, leases, or occupies the subject or surrounding properties, or which may be responsible for issues identified during the course of this investigation, and has no personal bias with respect to the parties involved.

FIGURES



AllWest

PROJECT NO.
25097.60

REGIONAL MAP

FIGURE 1

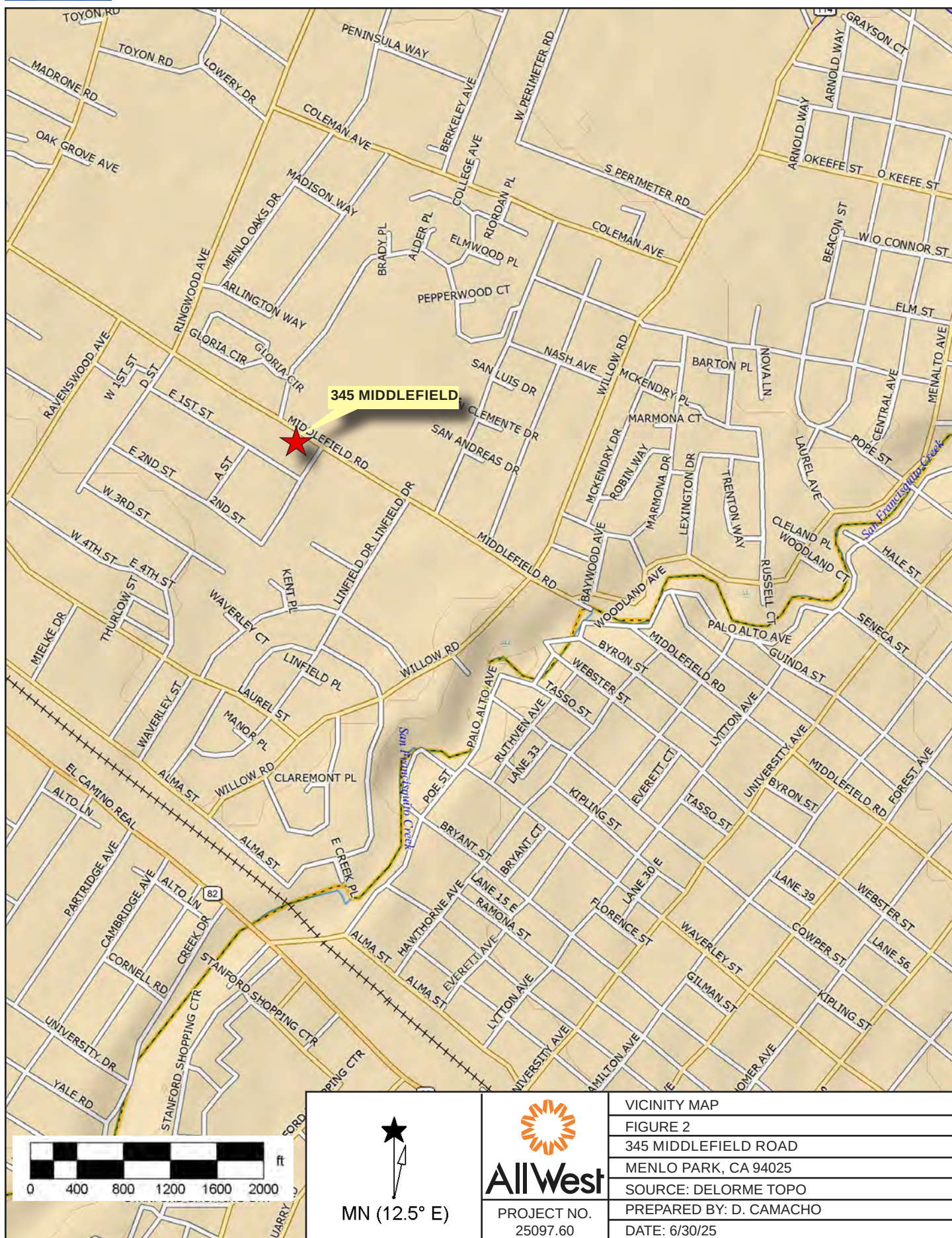
345 MIDDLEFIELD ROAD

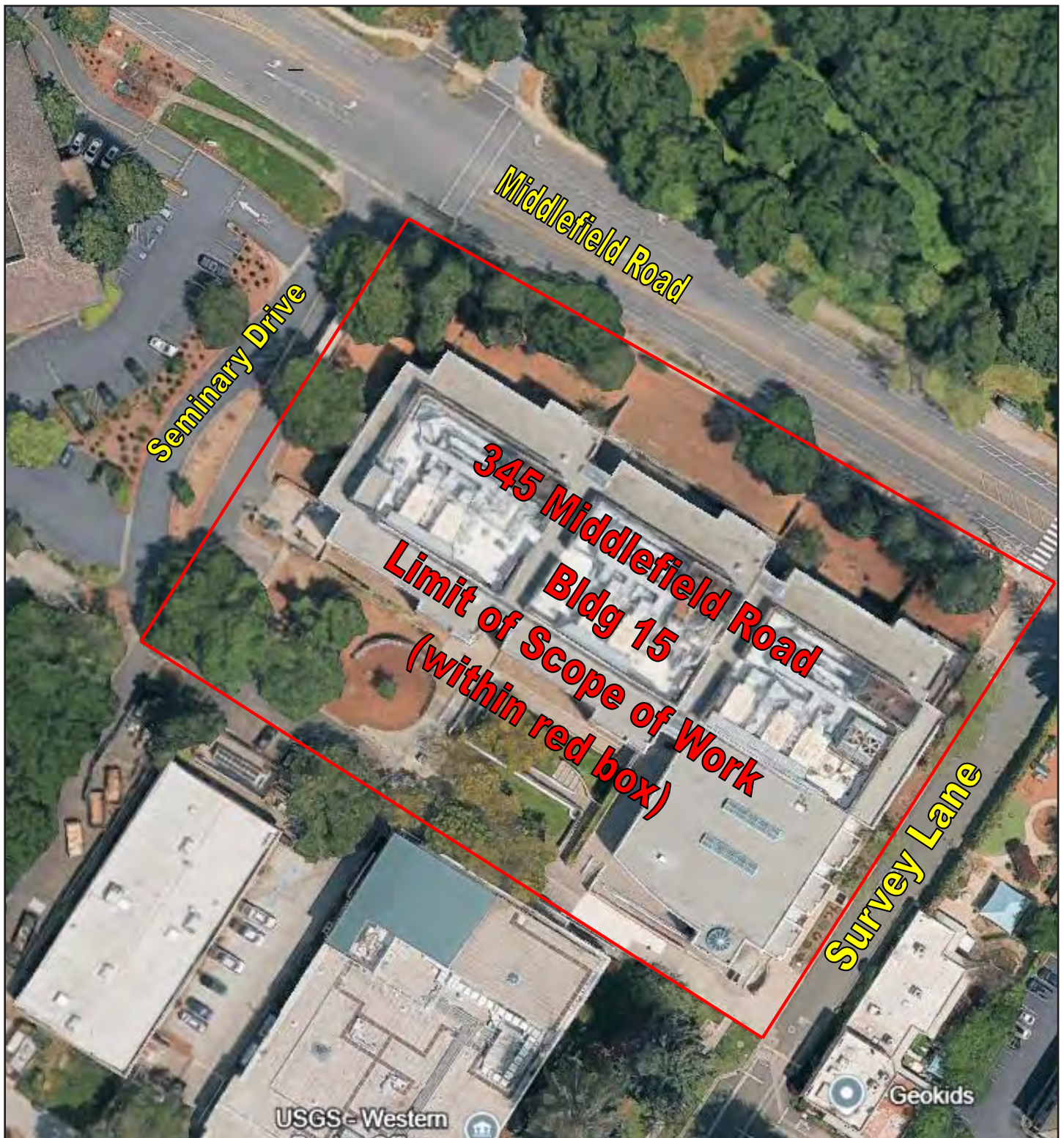
MENLO PARK, CA 94025

SOURCE: DELORME TOPO

PREPARED BY: D. CAMACHO

DATE: 6/30/25





N↑



AllWest

PROJECT NO.
25097.60

AERIAL PHOTO

FIGURE 3

345 MIDDLEFIELD ROAD

MENLO PARK, CA 94025

SOURCE: GOOGLE

PREPARED BY: R. MILLER / D. CAMACHO

DATE: 6/30/25

PHOTOGRAPHS



1. Southeast corner of Bldg 15 with east elevation at center. Survey Lane shown to the right of the building.



2. North elevation along Middlefield Road.



3. Portion of west elevation.



4. Portion of south elevation.



5. Main entrance on second floor level to offices and labs.



6. Main entrance to library.



7. Middlefield Road sidewalk, looking west-northwest.



8. Survey Lane sidewalk, looking east-northeast.



9. Evidence of past concrete grinding was observed.



10. Plants in a degraded condition were observed in several locations.



11. Plants in a degraded condition were observed in several locations.



12. Large areas of the landscape are covered with mulch in lieu of plantings. North side of building shown.



13. Two sets of timber stairs are located along the north elevation. The stairs are not compliant with current codes. Concrete/brick veneer retaining wall also shown.



14. A small grass lawn is installed along the south side of the building.



15. Landscaping at second floor level along walkway leading to main office/lab area entrance.



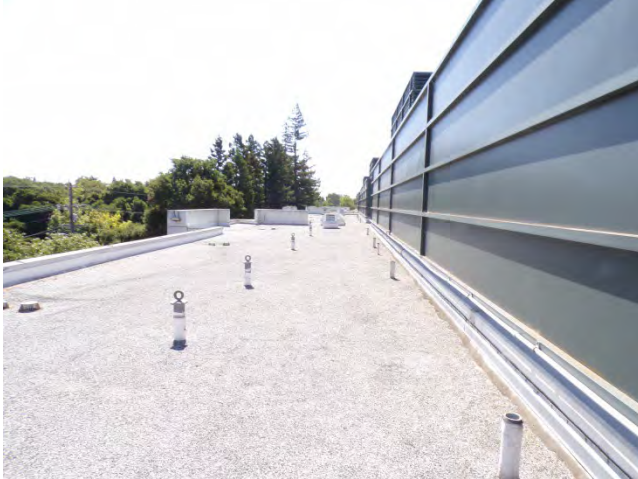
16. Water features are located along the south elevation. None were in operation on the day of our site visit.



17. Concrete ramp along south elevation.



18. The loading dock area is located at the southwest corner of the building.



19. The roofing system dates to original construction in 1995.



20. Granite pea ballast is broadcast over the underlying roofing membrane.



21. The roofing system appears to be a single-ply TPO membrane topped with ballast.



22. In the ballasted areas, roof and overflow drain combinations are installed within shallow sumps.



23. Seven skylights are installed.



24. The precast concrete panels are also used for the parapets.



25. The mechanical equipment screens are steel-framed with painted fiberboard facings.



26. The gravel ballast is not applied within the equipment screened areas of the roof.



27. Within the screened areas, the roof and overflow drain combinations are not installed in shallow sumps.



28. A coating has been applied on the roofing membrane within the screened areas.



29. Asphalt-paved parking areas are provided in several locations around the subject parcel. The parking areas are outside the scope of work for this project.



30. Canopies topped with solar arrays are installed in the main parking lot. The canopies/solar arrays are outside the scope of work for this project.



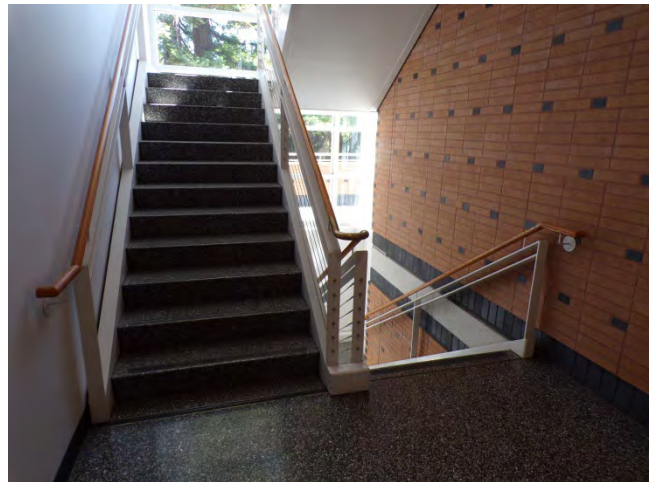
31. Interior finishes in lobbies and some corridor areas.



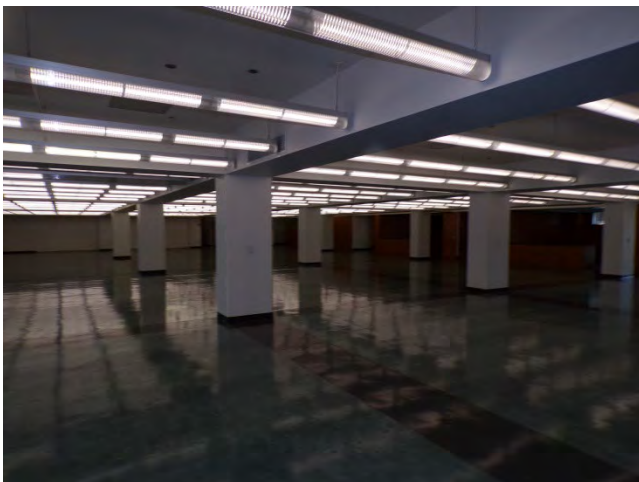
32. Interior finishes in corridor areas.



33. Interior finishes and fixtures in a majority of the corridor areas.



34. Interior finishes in stairwells. Railings are not compliant with current codes.



35. Interior finishes and fixtures in library.



36. Interior finishes and fixtures in library.



37. Interior finishes and fixtures in lab areas.



38. Interior finishes and fixtures in lab areas.



39. Interior finishes in office areas.



40. Interior finishes and fixtures in office areas.



41. Interior finishes and fixtures in storeroom.



42. Interior finishes and fixtures in main mechanical room.



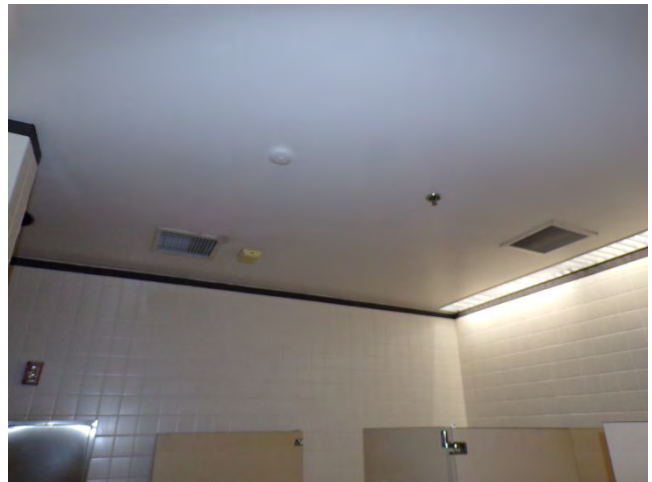
43. Interior finishes and fixtures in restrooms.



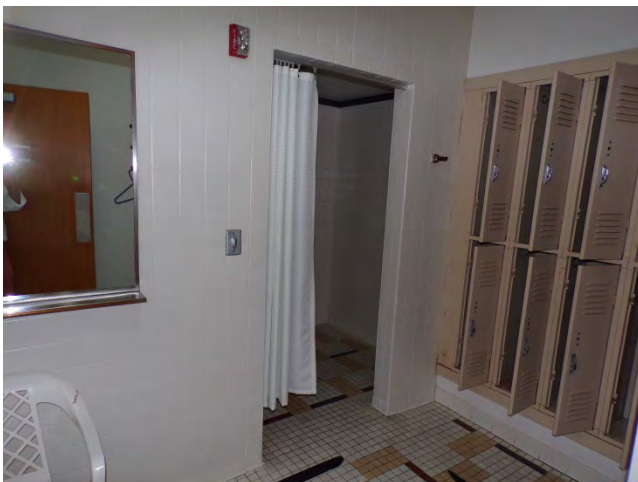
44. Interior finishes and fixtures in restrooms.



45. Interior finishes and fixtures in restrooms.



46. Interior finishes and fixtures in restrooms.



47. Shower and locker facilities are provided in the second floor west restrooms.



48. Roll-in showers are provided.



49. Drooping rubber window seal.



50. Shrunken rubber window seal with gap between seals shown.



51. Water intrusion damage in first floor foyer near main mechanical room. Efflorescence also shown on brick wall.



52. Water intrusion damage in first floor foyer near main mechanical room, as seen from exterior.



M-1. VAV box with hot water reheat coil.



M-2. Four-pipe air handling unit.



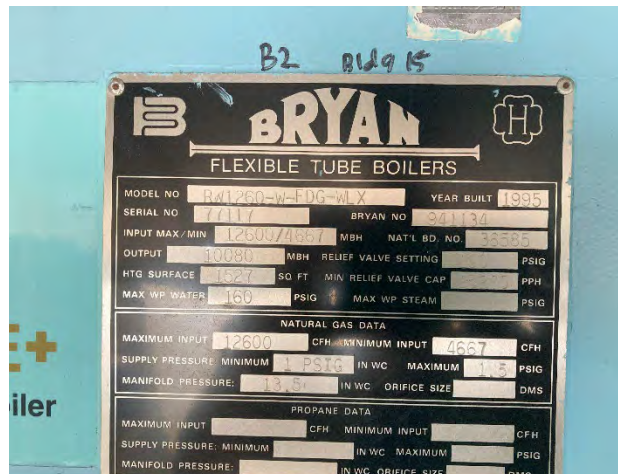
M-3. Water cooled chiller.



M-4. Chilled water circulating pumps.



M-5. Cooling tower.



M-6. Natural gas-fired boiler.



M-7. Supplemental packaged air conditioner.



M-8. Laboratory exhaust fans.



M-9. Main electrical switchgear.



M-10. Electrical distribution sub-panel.



M-11. Emergency generator.



M-12. Corridor light fixtures.



M-13. Natural gas service.



M-14. Domestic water service.



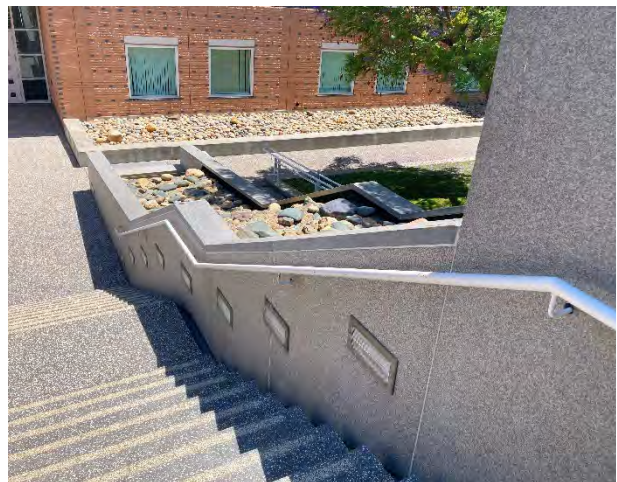
M-15. Domestic water heater.



M-16. Electric fire pump.

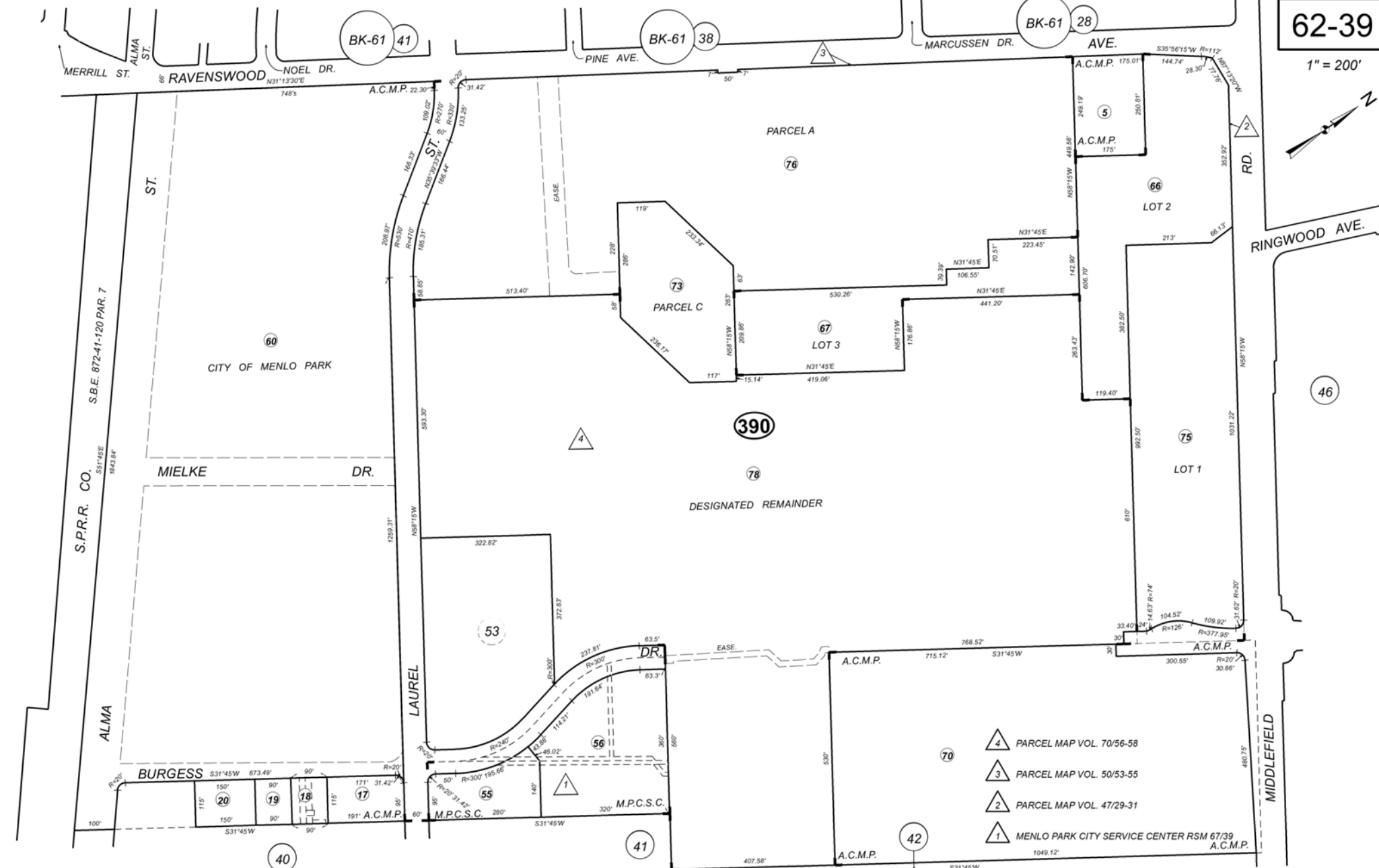


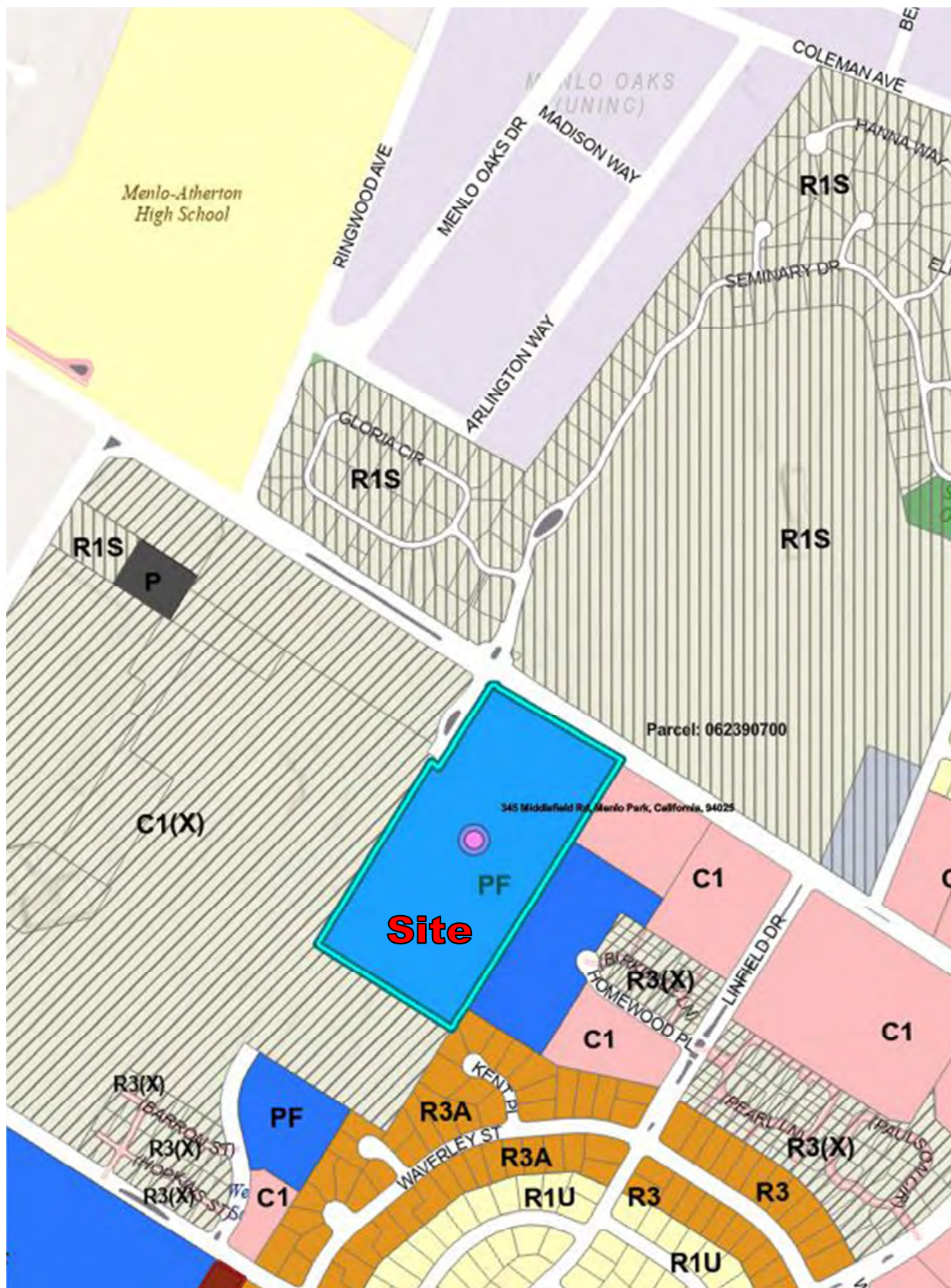
M-17. Fire alarm panel.



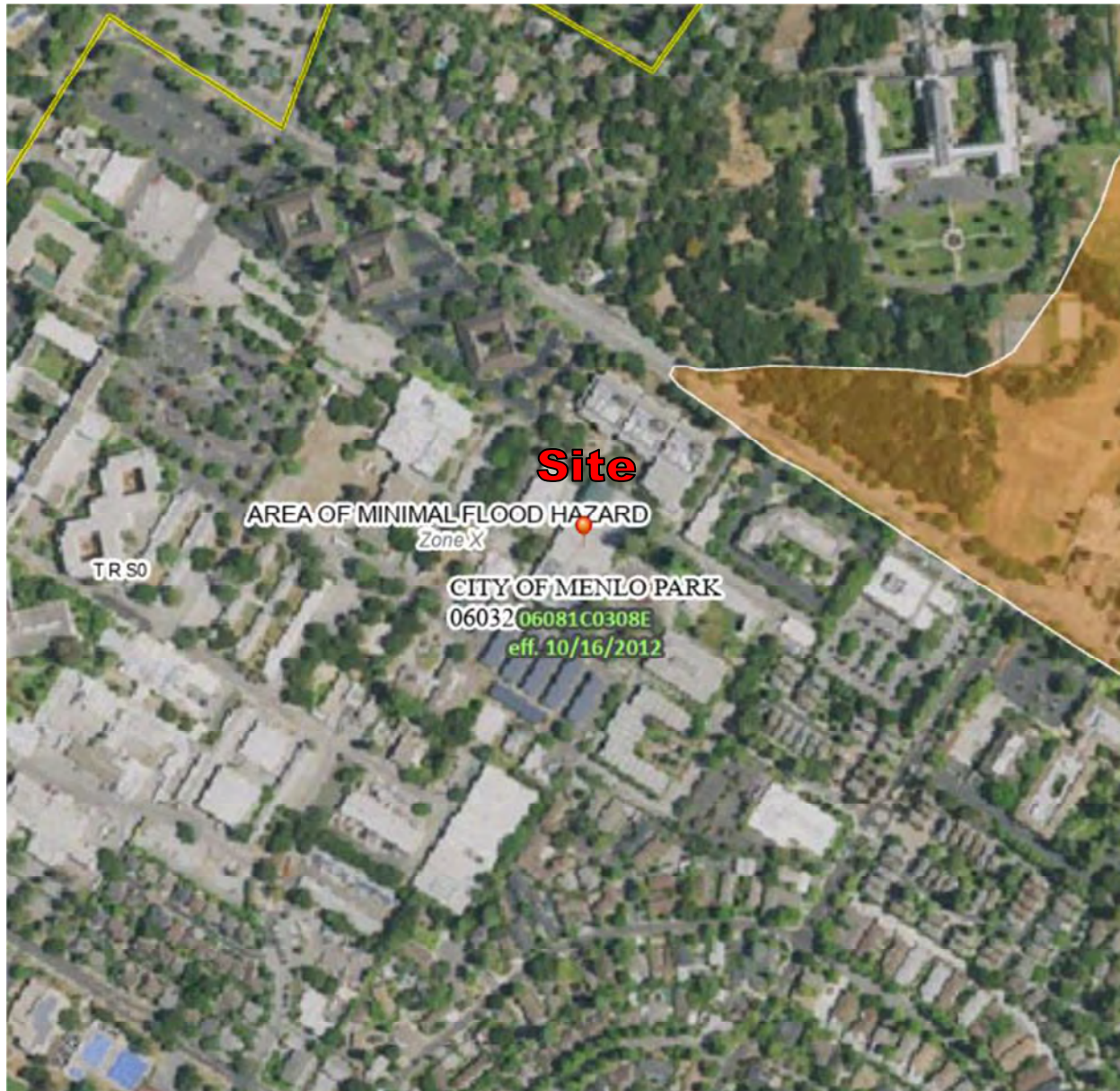
M-18. Site water feature.

APPENDIX A





The subject property at 345 Middlefield Road, Menlo Park, CA, is located in the P-F (Public Facilities).



The subject property at 345 Middlefield Road, Menlo Park, CA, is located in FEMA Flood Zone X (unshaded) per FIRM Panel No. 06081C0308E, dated October 16, 2012.

Flood Zone X (unshaded)

FEMA describes Flood Zone X (unshaded) as an area of minimal flood hazard, usually depicted on flood maps as above the 500-year flood level. Zone X is the area determined to be outside the 500-year flood and protected by levee from a 100-year flood.

APPENDIX B

345 Middlefield Road

Job # 25097.6

MECHANICAL EQUIPMENT TABLE



Large Four Pipe Air Handling Units

Equipment	Mark	Brand/ Refrig	Model	Cooling / Heating Size	Replace	Manf	Age	EUL	RUL
Large four-pipe air handling unit	AH-1	McQuay	RDS900B1	175 Tons	Y	1995	30	30	0
			N/A	1,881 MBH					
Large four-pipe air handling unit	AH-2	McQuay	RDS900B1	150 Tons	Y	1995	30	30	0
			N/A	1,579 MBH					
Large four-pipe air handling unit	AH-3	McQuay	RDS900B1	200 Tons	Y	1995	30	30	0
			N/A	2,218 MBH					
Large four-pipe air handling unit	AH-4	McQuay	RDS900B1	175 Tons	Y	1995	30	30	0
			N/A	1,929 MBH					
Large four-pipe air handling unit	AH-5	McQuay	RDS900B1	150 Tons	Y	1995	30	30	0
			N/A	1,712 MBH					
Large four-pipe air handling unit	AH-6	McQuay	RDS900B1	130 Tons	Y	1995	30	30	0
			N/A	1,337 MBH					
Large four-pipe air handling unit	AH-7	McQuay	RDS900B1	175 Tons	Y	1995	30	30	0
			N/A	2,218 MBH					

Water Cooled Chillers

Equipment	Mark	Brand/ Refrig	Model	Cooling / Heating Size	Replace	Manf	Age	EUL	RUL
Water cooled chiller	CH-1	York	YTJ1K1E2	525 Tons	Y	1995	30	30	0
		R-123	N/A	N/A					
Water cooled chiller	CH-2	York	YTJ1K1E2	525 Tons	Y	1995	30	30	0
		R-123	N/A	N/A					

Rooftop Cooling Tower

Equipment	Mark	Brand/ Refrig	Model	Cooling / Heating Size	Replace	Manf	Age	EUL	RUL
Cooling tower	CT-1	BAC	3424-2L	1,050 Tons	Y	1995	30	25	0
			95200120	N/A					

Natural Gas Fired Boilers

Equipment	Mark	Brand/ Refrig	Model	Cooling / Heating Size	Replace	Manf	Age	EUL	RUL
Natural gas fired boiler	B-1	Bryan	RW1260-W	N/A	Y	1995	30	30	0
		N/A	N/A	12,600 MBH					
Natural gas fired boiler	B-2	Bryan	RW1260-W	N/A	Y	1995	30	30	0
		N/A	N/A	12,600 MBH					

Packaged Air Conditioner

Equipment	Mark	Brand/ Refrig	Model	Cooling / Heating Size	Replace	Manf	Age	EUL	RUL
Packaged air conditioner		York	E1FB120	10 Tons	Y	2003	22	20	0
			NGKM083453	N/A					

APPENDIX C



Bldg 15, 345 Middlefield Road, Menlo Park CA

Please return by:

ASAP

General Information

Property Name	Bldg 15 (Text in green provided by AllWest) (Items in red below can be ignored.)		
Property Owner			
Owner Address			
City, State, Zip			
Site Contact			

Building Information

Construction Date	1995			
Building sq ft	Gross	159,555	Approx.	Rentable

Service Providers

Maintenance:

Fire Sprinkler Inspection	Contact Number:
Company Name:	Address:
Fire Alarm Monitoring	Contact Number:
Company Name:	Address:
HVAC	Contact Number:
Company Name:	Address:
Roof Maintenance	Contact Number:
Company Name:	

Utilities:

			YES	NO
Electrical	PG&E	Adequate?	☐	☐
Gas	PG&E	Adequate?	☐	☐
Water	Menlo Park Municipal Water District	Adequate?	☐	☐
Sewer	West Bay Sanitary District	Adequate?	☐	☐

Property Condition

Site:

Asphalt sealing	Year replaced:		Cost:
Irrigation System	Yes	No	

Building Envelope:

				YES	NO				
Roof Type:	Year replaced:		Cost:	Current leaks?	☐	☐			
	YES	NO							
Structural (cracks, settlement)	☐	☐		☐	☐				
Seismic Retrofit:	☐	☐	Year:						
	shear walls	☐	☐	shear frames	Yes	No	Plywood sheathing	☐	☐

Mechanical Systems:

HVAC Equipment List	Yes	No	PDF?	Yes	No	Attached	☐	☐
Equipment Age								

Known Deficiencies (For example: water infiltration, plumbing system, sewer line leaks or blockages, sewer line replacements, HVAC, electrical deficiencies, deferred maintenance, leaks though window or wall systems)

Recent major replacement costs:

Documentation

Lists/Reports:	YES	NO	YES	NO			
Previous Property Reports	☐	☐	PDF?	☐	☐		
Brochures—OM	☐	☐	PDF?	☐	☐		
Warranties (Roof)	☐	☐	PDF?	☐	☐		
Warranties (HVAC equip)	☐	☐	PDF?	☐	☐		
Rent Roll Vacant	☐	☒	PDF?	☐	☐		
Testing Reports:	YES	NO	YES	NO			
Backflow Preventer	☐	☐					
Fire Sprinkler	1 Year	☐	5 year	☐			
Fire Alarm	☐	☐					
Elevator	Current license expiration date:		5 year load test date:	YES	NO		
Drawings:	YES	NO	YES	NO			
ALTA survey	☐	☐	PDF?	☐	Attached	☐	☐
Original Construction Docs	☐	☐	PDF?	☐	Received	☐	☐
Site Plan	☐	☐	PDF?	☐	Received	☐	☐
Tenant Improvement Docs	☐	☐	PDF?	☐	Attached	☐	☐

Prepared By: Date: Contact #

Questions.01 for USGS Bldg 15, Menlo Park CA

1. Are the original construction drawings available as .pdf files? [Yes, Design and Construction Division has access. All printed plans will be left on site by the Field Office.](#)
2. If yes to above, can access to the files be provided? [Request for copies of available PDF or CAD files through D&C \(Stacey Yee\).](#)
3. At the time of original construction (1995), was a Menlo Park building permit obtained? [I'm sure one existed but the Field Office does not have a copy.](#)
4. What is the age of the roofing system? [30 years old.](#)
5. Are there any known, current leaks though the roofing system? [No known leaks on the roofing system, however there is a leak at the expansion joint on the exterior of the main lobby of building 15 down to the lower level service hallway.](#)
6. Is roof maintenance provided on an as-needed basis vs. having a maintenance contract providing regularly scheduled service visits? [Roof maintenance is done in accordance with a preventative maintenance schedule semi annually](#)
7. Who provides roof maintenance? [CMI Management, O&M Contractor](#)
8. Are there any known, current leaks though the window/wall systems? [None](#)
9. If any exterior building elements have a paint finish, when was the exterior last repainted? [More than 20 years](#)
10. When were the asphalt parking lots last re-sealed/re-striped ? [Approximately 2015 for the area where the PV panels are located in the back of the property, not in the immediate are of Building 15.](#)
11. Have there been any underground sewer line replacements in the last five years? [No](#)
12. Have there been any underground gas line replacements in the last five years? [No](#)
13. Have there been any instances of fire at the property in the last five years? [No](#)
14. Have there been any instances of flooding into the building in last five years? [No](#)

15. Are there any known issues with soil settlement around the site or with differential settlement of the concrete foundation slab? **No**
16. Has an ADA survey been conducted for the property? **Yes, yearly inspections by GSA Facilities Maintenance Division, Safety/ADA compliance Officer. No known deficiencies exist.**
17. Have there been any ADA related complaints, fines, or lawsuits? **No**
18. Can a list of the installed rooftop HVAC equipment be provided, ideally with model and serial numbers?

NO.	MANUFACTURER & MODEL NO.	SERVICES	TYPE	REFRIGERANT	CAPACITY (TR)				LWT	HWT	GWT	WATER CONN.	EFF. %	REL. CAP.	GAS PRESS.	WATER PRESS.	ELECTRICAL DATA				FUSE TYPE	CIRCUIT BREAKER	REMARKS & FURNISHED OPTIONS
					CALC.	INPUT	OUTPUT	ACT.									FLA	PHASE	WATT	VA			
1	RT-40	BLDG. HEATING	OUTDOOR	-	12.000	10.000	10.000	10.000	17	330	-	-	-	-	NAT. GAS	-	-	-	-	-	-	-	EXISTING BOILER TO REMAIN, LO NOX, REVISE CONTROLS TO OPERATE AT VARIABLE FLOW
2	RT-40	BLDG. HEATING	OUTDOOR	-	12.000	10.000	10.000	10.000	17	330	-	-	-	-	NAT. GAS	-	-	-	-	-	-	-	EXISTING BOILER TO REMAIN, LO NOX, REVISE CONTROLS TO OPERATE AT VARIABLE FLOW

NO.	MANUFACTURER & MODEL NO.	TYPE	REFRIGERANT	CAPACITY (TR)				LWT	HWT	GWT	WATER CONN.	EFF. %	REL. CAP.	GAS PRESS.	WATER PRESS.	ELECTRICAL DATA				FUSE TYPE	CIRCUIT BREAKER	REMARKS & FURNISHED OPTIONS
				CALC.	INPUT	OUTPUT	ACT.									FLA	PHASE	WATT	VA			
1	RT-40	BLDG. HEATING	OUTDOOR	-	12.000	10.000	10.000	10.000	17	330	-	-	-	-	NAT. GAS	-	-	-	-	-	-	EXISTING BOILER TO REMAIN, LO NOX, REVISE CONTROLS TO OPERATE AT VARIABLE FLOW
2	RT-40	BLDG. HEATING	OUTDOOR	-	12.000	10.000	10.000	10.000	17	330	-	-	-	-	NAT. GAS	-	-	-	-	-	-	EXISTING BOILER TO REMAIN, LO NOX, REVISE CONTROLS TO OPERATE AT VARIABLE FLOW

NO.	MANUFACTURER & MODEL NO.	TYPE	REFRIGERANT	CAPACITY (TR)				LWT	HWT	GWT	WATER CONN.	EFF. %	REL. CAP.	GAS PRESS.	WATER PRESS.	ELECTRICAL DATA				FUSE TYPE	CIRCUIT BREAKER	REMARKS & FURNISHED OPTIONS
				CALC.	INPUT	OUTPUT	ACT.									FLA	PHASE	WATT	VA			
1	RT-40	BLDG. HEATING	OUTDOOR	-	12.000	10.000	10.000	10.000	17	330	-	-	-	-	NAT. GAS	-	-	-	-	-	-	EXISTING BOILER TO REMAIN, LO NOX, REVISE CONTROLS TO OPERATE AT VARIABLE FLOW
2	RT-40	BLDG. HEATING	OUTDOOR	-	12.000	10.000	10.000	10.000	17	330	-	-	-	-	NAT. GAS	-	-	-	-	-	-	EXISTING BOILER TO REMAIN, LO NOX, REVISE CONTROLS TO OPERATE AT VARIABLE FLOW

NO.	MANUFACTURER & MODEL NO.	TYPE	REFRIGERANT	CAPACITY (TR)				LWT	HWT	GWT	WATER CONN.	EFF. %	REL. CAP.	GAS PRESS.	WATER PRESS.	ELECTRICAL DATA				FUSE TYPE	CIRCUIT BREAKER	REMARKS & FURNISHED OPTIONS
				CALC.	INPUT	OUTPUT	ACT.									FLA	PHASE	WATT	VA			
1	RT-40	BLDG. HEATING	OUTDOOR	-	12.000	10.000	10.000	10.000	17	330	-	-	-	-	NAT. GAS	-	-	-	-	-	-	EXISTING BOILER TO REMAIN, LO NOX, REVISE CONTROLS TO OPERATE AT VARIABLE FLOW
2	RT-40	BLDG. HEATING	OUTDOOR	-	12.000	10.000	10.000	10.000	17	330	-	-	-	-	NAT. GAS	-	-	-	-	-	-	EXISTING BOILER TO REMAIN, LO NOX, REVISE CONTROLS TO OPERATE AT VARIABLE FLOW

	ABB ACH550		50	97%	104	32	ROOF	460/13/60
	ABB ACH550		40	97%	104	32	ROOF	460/13/60
	ABB ACH550		60	97%	104	32	ROOF	460/13/60
	ABB ACH550		50	97%	104	32	ROOF	460/13/60
	ABB ACH550		50	97%	104	32	ROOF	460/13/60
	ABB ACH550		40	97%	104	32	ROOF	460/13/60
	ABB ACH550		60	97%	104	32	ROOF	460/13/60
	ABB ACH550		20	97%	104	32	ROOF	460/13/60
	ABB ACH550		75	97%	104	32	MECHANICAL ROOM LOWER LEVEL	460/13/60
	ABB ACH550		75	97%	104	32	MECHANICAL ROOM LOWER LEVEL	460/13/60
	ABB ACH550		15	97%	104	32	BOILER PLANT ON ROOF	460/13/60
	ABB ACH550		15	97%	104	32	BOILER PLANT ON ROOF	460/13/60

19. Has the building ever received seismic structural upgrades? No

Questions.02 for USGS Bldg 15, Menlo Park CA

1. Is the roofing system still within its warranty period? **No**
2. If yes to above, can a copy of the warranty be provided? **N/A**
3. Did the roofing systems within the equipment screen areas (see below) receive a coating of some type at one time? This in in the areas where the pea gravel ballast is not installed. **Yes**



4. Water intrusion damage was observed at ceiling level on the west wall of the short wing of the L-shaped building at the foyer to the west of the main mechanical equipment room. (See following photos.) Has the source of the water been identified? **Leak is rain water run off from the expansion joint located at the exterior of the main lobby. The leak travels down to the lower level service hallway.**
5. And have remedial measures been taken to address the source of the leak described above? **Aside from providing a catch to prevent water from getting on to the floor, no remedial measures were taken.**





APPENDIX D



APPLICATION FOR AUTHORIZATION TO USE

REPORT TITLE: **PROPERTY CONDITION ASSESSMENT**

345 Middlefield Road, Bldg 15
Menlo Park, CA 94025

PROJECT NUMBER: 25097.60

To: AllWest Environmental, Inc.
2141 Mission Street, Suite 100
San Francisco, CA 94110

From (Applicant):

(Please clearly identify name and address of person/entity applying for permission to use or copy this document)

Ladies and Gentlemen:

Applicant states they have thoroughly reviewed the report and had the opportunity to discuss with AllWest the report's methodology, findings and conclusion(s).

Applicant hereby applies for permission to rely upon AllWest's work product, as described above, for the purpose of (state here the purpose for which you wish to rely upon the work product):

Applicant only can accept and rely upon AllWest work product under the strict understanding that Applicant is bound by all provisions in the General Conditions to the Work Authorization Agreement provided below. Every report, recommendation, finding, or conclusion issued by AllWest shall be subject to the limitations stated in the Agreement and subject report(s). If this is agreeable, please sign below and return one copy of this letter to us along with the applicable fees. Upon receipt and if acceptable, our signed letter will be returned. AllWest may withhold permission at its sole discretion or require additional re-use fees or terms.

FEES: A \$1,950 coordination and reliance fee, payable in advance, will apply. If desired, for an additional \$250 report reproduction fee, we will reissue the report in the name of the Applicant; the report date, however, will remain the same. All checks will be returned if your request for reliance is not approved.

REQUESTED BY

APPROVED BY

Applicant Company

AllWest Environmental, Inc.

Print Name and Title

Print Name and Title

Signature and Date

Signature and Date

GENERAL CONDITIONS TO THE WORK AUTHORIZATION AGREEMENT

It is hereby agreed that the Client retains AllWest to provide services as set forth in the Work Authorization attached hereto (the "Work"). This contract shall be controlled by the following terms and conditions, and these terms and conditions shall also control any further assignments performed pursuant to this Work Authorization. Client's signature on this Work Authorization constitutes Client's agreement to the all terms to this contract, including these General Conditions.

FEES AND COSTS

1. AllWest shall charge for work performed by its personnel at the rates identified in the Work Authorization. These rates are subject to reasonable increases by AllWest upon giving Client 30 days advance notice. Reimbursable Costs will be charged to the Client in addition to the fees for the basic services under this Agreement and all Additional Services (defined below) under the Agreement. Reimbursable Costs include, but are not limited to, expenses for travel, including transportation, meals, lodging, long distance telephone and other related expenses, as well as the costs of reproduction of all drawings for the Client's use, costs for specifications and type-written reports, permit and approval fees, automobile travel reimbursement, costs and fees of subcontractors, and soil and other materials testing. No overtime is accrued for time spent in travel. All costs incurred which relate to the services or materials provided by a contractor or subcontractor to AllWest shall be invoiced by AllWest on the basis of cost plus twenty percent (20%). Automobile travel reimbursement shall be at the rate of fifty- eight cents (\$0.58) per mile. All other reimbursable costs shall be invoiced and billed by AllWest at the rate of 1.1 times the direct cost to AllWest. Reimbursable costs will be charged to the client only as outlined in the Work Authorization if the scope of work is for Phase I Environmental Site Assessment, Property Condition Assessment, Seismic Assessment or ALTA survey. Invoices for work performed shall be submitted monthly. Payment will be due upon receipt of invoice. Client shall pay interest on the balance of unpaid invoices which are overdue by more than 30 days, at a rate of 18% per annum as well as all attorney fees and costs incurred by AllWest to secure payment of unpaid invoices. AllWest may waive such fees at its sole discretion.

STANDARD OF CARE

2. AllWest will perform its work in accordance with the standard of care of its industry, as it is at the time of the work being performed, and applicable in the locale of the work being performed. AllWest makes no other warranties, express or implied regarding its work.

LIMITATION OF REMEDIES

3. Client expressly agrees that to the fullest extent permitted by law, Client's remedies for any liability incurred by AllWest, and/or its employees or agents, for any and all claims arising from AllWest's services, shall be \$50,000 or its fees, whichever is greater.

Client may request a higher limitation of remedies, but must do so in writing. Upon such written request, AllWest may agree to increase this limit in exchange for a mutually negotiated higher fee commensurate with the increased risk to AllWest. Any such agreed increase in fee and limitation of remedies amount must be memorialized by written agreement which expressly amends the terms of this clause.

As used in this section, the term "limitation of remedies" shall apply to claims of any kind, including, but not limited to, claims brought in contract, tort, strict liability, or otherwise, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to AllWest's services or the services of AllWest's subcontractors, consultants, agents, officers, directors, and employees from any cause(s). AllWest shall not be liable for any claims of loss of profits or any other indirect, incidental, or consequential damages of any nature whatsoever. Client & AllWest have specifically negotiated this limitation.

INDEMNIFICATION

4. Notwithstanding any other provision of this Agreement, Client agrees, to the fullest extent permitted by law, to waive any claim against, release from any liability or responsibility for, and indemnify and hold harmless AllWest, its employees, agents and sub-consultants (collectively, Consultant) from and against any and all damages, liabilities, claims, actions or costs of any kind, including reasonable attorney's fees and defense costs, arising or alleged to arise out of or to be in any way connected with the Project or the performance or non-performance of Consultant of any services under this Agreement, except to the extent any such liabilities are determined by a court or other forum of competent jurisdiction to have been caused by the negligence or willful misconduct of Consultant.

Client further agrees to indemnify Consultant for any liability Consultant suffers to a third person to the extent that liability exceeds the limitation of liability amounts stated in Limitation of Remedies paragraph. This provision shall be in addition to any rights of indemnity Consultant may have under the law and shall survive and remain in effect following the termination of this Agreement for any reason. Should any part of this provision be determined to be unenforceable, AllWest and Client agree the rest of the provision shall apply to the maximum extent permitted by law. The Client's duty to defend AllWest shall arise immediately upon tender of any matter potentially covered by the above obligations to indemnify and hold harmless.

AllWest agrees to indemnify and hold harmless CLIENT, its officers, directors, partners, employees, and any other entity or person for which AllWest is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable attorneys' fees, costs and expenses recoverable under applicable law), that CLIENT incurs from claims by third parties, to the extent caused by negligent acts, errors or omissions or willful misconduct of AllWest in the performance of professional services under this Agreement and any other entity or person for which AllWest is legally liable.

Notwithstanding the foregoing, if AllWest's obligation to defend, indemnify, and/or hold harmless arises out of AllWest's performance of "design professional" services (as that term is defined under California Civil Code Section 2782.8), AllWest's obligations shall be as stated in California Civil Code Section 2782.8, which is fully incorporated herein as it was in effect as of the date of this Agreement. AllWest's indemnification obligation shall be limited to claims to the extent caused by the negligence, recklessness, or willful misconduct of AllWest, and, upon AllWest obtaining a final adjudication by a court of competent jurisdiction, AllWest's liability for such claim, including the cost to defend, shall not exceed AllWest's proportionate percentage of fault. AllWest is not obligated to indemnify and hold harmless CLIENT for CLIENT'S active or sole negligence, or willful misconduct.

MEDIATION & JUDICIAL REFERENCE

5. In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the Client & AllWest agree that all such disputes shall be submitted to non-binding mediation, using a mutually agreed upon mediation service experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a condition precedent to the initiation of any other adjudicative proceedings. It is further agreed that any dispute that is not settled pursuant to such mediation shall be adjudicated by a court appointed referee in accordance with the Judicial Reference procedures as set forth in California Code of Civil Procedure Section 638 et seq. The parties hereby mutually agree to waive any right to a trial by jury regarding any dispute arising out of this agreement.

The parties further agree to include a similar mediation, Judicial Reference & waiver of jury trial provision in their agreements with other independent contractors & consultants retained for the project and require them to similarly agree to these dispute resolution procedures. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

HAZARDOUS WASTE

6. Client acknowledges that AllWest and its sub-contractors have played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, which may exist, and that AllWest has been retained for the sole purpose of performing the services set out in the scope of work within this Agreement, which may include, but is not necessarily limited to such services as assisting the Client in assessing any problem which may exist and in assisting the Client in formulating a remedial program. Client acknowledges that while necessary for investigations, commonly used exploration methods employed by AllWest may penetrate through contaminated materials and serve as a connecting passageway between the contaminated material and an uncontaminated aquifer or groundwater, possibly inducing cross contamination. While back-filling with grout or other means, according to a state of practice design is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and that there is an inherent risk in drilling borings of performing other exploration methods in a hazardous waste site.

AllWest will not sign or execute hazardous waste manifests or other waste tracking documents on behalf of Client unless Client specifically establishes AllWest as an express agent of Client under a written agency agreement approved by AllWest. In addition, Client agrees that AllWest shall not be required to sign any documents, no matter requested by whom, that would have the effect of AllWest providing any form of certification, guarantee, or warranty as to any matter or to opine on conditions for which the existence AllWest cannot ascertain. Client also agrees that it shall never seek or otherwise attempt to have AllWest provide any form of such certification, guarantee or warranty in exchange for resolution of any disputes between Client and AllWest, or as a condition precedent to making payment to AllWest for fees and costs owing under this Agreement.

Client understands and agrees that AllWest is not, and has no responsibility as, a generator, operator, treater, storer, transporter, arranger or disposer of hazardous or toxic substances found or identified at the site, including investigation-derived waste. The Client shall undertake and arrange for the removal, treatment, storage, disposal and/or treatment of hazardous material and investigation derived waste (such as drill cuttings) and further, assumes full responsibility for such wastes to the complete exclusion of any responsibility, duty or obligation upon AllWest. AllWest's responsibilities shall be limited to recommendations regarding such matters and assistance with appropriate arrangements if authorized by Client.

FORCE MAJUERE

7. Neither party shall be responsible for damages or delays in performance under this Agreement caused by acts of God, strikes, lockouts, accidents or other events or condition (other than financial inability) beyond the other Party's reasonable control.

TERMINATION

8. This Agreement may be terminated by either party upon ten (10) days' written notice should the other party substantially fail to perform in accordance with its duties and responsibilities as set forth in this Agreement and such failure to perform is through no fault of the party initiating the termination. Client agrees that if it chooses to terminate AllWest for convenience, and AllWest has otherwise satisfactorily performed its obligations under this Agreement to that point, AllWest shall be paid no less than eighty percent (80%) of the contract price, provided, however, that if AllWest shall have completed more than eighty percent of the Work at the time of said termination, AllWest shall be compensated as provided in the Work Authorization for all services performed prior to the termination date which fall within the scope of work described in the Work Authorization and may as well, at its sole discretion and in accordance with said Schedule of Fees, charge Client, and Client agrees to pay AllWest's reasonable costs and labor in winding up its files and removing equipment and other materials from the Project.

Upon notice of termination by Client to AllWest, AllWest may issue notice of such termination to other consultants, contractors, subcontractors and to governing agencies having jurisdiction over the Project, and take such other actions as are reasonably necessary in order to give notice that AllWest is no longer associated with the Project and to protect AllWest from claims of liability from the work of others.

DOCUMENTS

9. Any documents prepared by AllWest, including, but not limited to proposals, project specifications, drawings, calculations, plans and maps, and any ideas and designs incorporated therein, as well as any reproduction of the above are instruments of service and shall remain the property of AllWest and AllWest retains copyrights to these instruments of service. AllWest grants to Client a non-exclusive license to use these instruments of service for the purpose of completing and maintaining the Project. The Client shall be permitted to retain a copy of any instruments of service, but Client expressly agrees and acknowledges that the instruments of service may not be used by the Client on other projects, or for any other purpose, except the project for which they were prepared, unless Client first obtains a written agreement expanding the license to such use from AllWest, and with appropriate compensation to AllWest. Client further agrees that such instruments of service shall not be provided to any third parties without the express written permission of AllWest.

Client shall furnish, or cause to be furnished to AllWest all documents and information known to Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, PCBs, or any other hazardous materials or waste at, on or under the site. In addition, Client will furnish or

cause to be furnished such reports, data, studies, plans, specifications, documents and other information on surface or subsurface site conditions, e.g., underground tanks, pipelines and buried utilities, required by AllWest for proper performance of its services. If Client fails to provide AllWest with all hazardous material subject matter reports including geotechnical assessments in its possession during the period that AllWest is actively providing its services (including up to 30 days after its final invoice), Client shall release AllWest from any and all liability for risks and damages the Client incurs resulting from its reliance on AllWest's professional opinion. AllWest shall be entitled to rely upon Client - provided documents and information in performing the services required in this Agreement; however, AllWest assumes no responsibility or liability for the accuracy or completeness of Client-provided documents. Client-provided documents will remain the property of the Client.

ACCESS TO PROJECT

10. Client grants to AllWest the right of access and entry to the Project at all times necessary for AllWest to perform the Work. If Client is not the owner of the Project, then Client represents that Client has full authority to grant access and right of entry to AllWest for the purpose of AllWest's performance of the Work. This right of access and entry extends fully to any agents, employees, contractors or subcontractors of AllWest upon reasonable proof of association with AllWest. Client's failure to provide such timely access and permission shall constitute a material breach of this Agreement excusing AllWest from performance of its duties under this Agreement.

CONFIDENTIAL INFORMATION

11. Both Client and AllWest understand that in conjunction with AllWest's performance of the Work on the project, both Client and AllWest may receive or be exposed to Proprietary Information of the other. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which may be either applicable to, or relate in any way to: (a) the personal, financial or other affairs of the business of each of the Parties, or (b) the research and development or investigations of each of the Parties. Proprietary Information includes, for example and without limitation, trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, software technical data, developments, research projects, plans for future development, marketing plans and strategies. Each of the Parties agrees that all Proprietary Information of the other party is and shall remain exclusively the property of that other party. The parties further acknowledge that the Proprietary Information of the other party is a special, valuable and unique asset of that party, and each of the Parties agrees that at all times during the terms of this Agreement and thereafter to keep in confidence and trust all Proprietary Information of the other party, whether such Proprietary Information was obtained or developed by the other party before, during or after the term of this Agreement. Each of the Parties agrees not to sell, distribute, disclose or use in any other unauthorized manner the Proprietary Information of the other party. AllWest further agrees that it will not sell, distribute or disclose information or the results of any testing obtained by AllWest during the performance of the Work without the prior written approval of Client unless required to do so by federal, state or local statute, ordinance or regulation.

INDEPENDENT CONTRACTOR

12. Both Client and AllWest agree that AllWest is an independent contractor in the performance of the Work under this Agreement. All persons or parties employed by AllWest in connection with the Work are the agents, employees or subcontractors of AllWest and not of Client. Accordingly, AllWest shall be responsible for payment of all taxes arising out of AllWest's activities in performing the Work under this Agreement.

ENTIRE AGREEMENT

13. This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes and replaces in its entirety all prior and contemporaneous proposals, agreements, representations and understandings of the Parties. The Parties have carefully read and understand the contents of this Agreement and sign their names to the same as their own free act.

INTEGRATION

14. This is a fully integrated Agreement. The terms of this Agreement may be modified only by a writing signed by both Parties. The terms of this Agreement were fully negotiated by the Parties and shall not be construed for or against the Client or AllWest but shall be interpreted in accordance with the general meaning of the language in an effort to reach the intended result.

MODIFICATION / WAIVER / PARTIAL INVALIDITY

15. Failure on the part of either party to complain of any act or omission of the other, or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. If any provision of this Agreement or its application be unenforceable to any extent, the Parties agree that the remainder of this Agreement shall not be affected and shall be enforced to the greatest extent permitted by law.

INUREMENT / TITLES

16. Subject to any restrictions on transfers, assignments and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Parties and their respective heirs, executors, legal representatives, successors and assigns. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience, and for reference only, and in no way limit, define or extend the provisions of any paragraph. , et al., incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

AUTHORITY

17. Each of the persons executing this Agreement on behalf of a corporation does hereby covenant and warrant that the corporation is duly authorized and existing under the laws of its respective state of incorporation, that the corporation has and is qualified to do business in its respective state of incorporation, that the corporation has the full right and authority to enter into this Agreement, and that each person signing on behalf of the corporation is authorized to do so. If the Client is a joint venture, limited liability company or a partnership, the signatories below warrant that said entity is properly

and duly organized and existing under the laws of the state of its formation and pursuant to the organizational and operating document of the entity, and the laws of the state of its formation, said signatory has authority act on behalf of and commit the entity to this Agreement.

COUNTERPARTS

18. This Agreement may be signed in counterparts by each of the Parties hereto and, taken together, the signed counterparts shall constitute a single document.

THIRD PARTY BENEFICIARIES / CONTROLLING LAW

19. There are no intended third party beneficiaries of this Agreement. The services, data & opinions expressed by AllWest are for the sole use of the client, are for a particular project and may not be relied upon by anyone other than the client. This Agreement shall be controlled by the laws of the State of California and any action by either party to enforce this Agreement shall be brought in San Francisco County, California.

TIME BAR TO LEGAL ACTION

20. Any legal actions by either party against the other related to this Agreement, shall be barred after one year has passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after two years have passed from the date by which AllWest completes its services.