

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	DRC 17 Mountain View, LP
Contractor Representative	John Oien-CBRE
Telephone Number	418-2135
Contract Term	10 years, commencing and retroactive to August 1, 2022 through July 31, 2032
Original Contract Amount	\$26,342,314
Amendment Amount	\$0.00
Total Contract Amount	\$26,342,314
Cost Center	4521101000
GRC/PROJ/JOB No.	75004033
Internal Order No.	

Briefly describe the general nature of the contract: The Lease Agreement is for a lease of certain premises, comprising a total of approximately 94,121 square feet located at 10417 Mountain View Avenue, Loma Linda, CA for a period of 10 years, commencing and retroactive to August 1, 2022 and expiring July 31, 2032 with one 10 year option to extend the term of the lease.

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

► Please See Signature Page

►

►

Agnes Cheng, Deputy County Counsel

Lyle Ballard, Real Property Manager, RESD

Date _____

Date _____

Date _____

LEASE AGREEMENT

BETWEEN

**DRC 17 Mountain View, LP,
a Delaware limited partnership**

AS LANDLORD

AND

SAN BERNARDINO COUNTY

AS TENANT

**for certain premises at
10417 Mountain View Avenue Loma Linda, CA 92354**

LEASE AGREEMENT

In consideration of the mutual covenants contained in the Lease Agreement ("Lease") and for other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, LANDLORD, as landlord, and COUNTY, as tenant, agree on the terms and conditions set forth in the Lease.

SECTION I – BASIC LEASE PROVISIONS

The following basic lease provisions ("Basic Lease Provisions") are hereby made a part of the Lease and incorporated herein for the purposes of setting forth the meanings of certain terms in the Lease. In the event of any conflict between terms in the Basic Lease Provisions and the provisions in Section II – Lease Provisions, the provisions in Section II – Lease Provisions shall govern.

- | | | |
|----|---|---|
| A. | LANDLORD | DRC 17 Mountain View, LP, a Delaware limited partnership |
| B. | COUNTY | San Bernardino County |
| C. | PROPERTY | Certain real property, comprising the grounds and all improvements thereon (whether now or subsequently existing) located in the City of Loma Linda, San Bernardino County, commonly known as APN 0292-451-53 |
| D. | BUILDING | The four-story building located on the Property with an address of 10417 Mountain View Avenue, Loma Linda, CA |
| E. | PREMISES | A total of approximately 94,121 square feet located on all of the four floors of the Building |
| F. | PERMITTED USE | General office use |
| G. | ALLOCATED
PARKING | 352 unreserved parking spaces located at the parking areas on the Property |
| H. | LEASE TERM | Ten (10) Years, commencing on the Commencement Date and ending on the Expiration Date, unless earlier terminated in accordance with the Lease |
| I. | COMMENCEMENT
DATE | Commencing and retroactive to August 1, 2022 |
| J. | EXPIRATION
DATE | July 31, 2032 unless sooner terminated as provided in this Lease |
| K. | MONTHLY RENT
FOR PREMISES &
MONTHLY
AMORTIZED
IMPROVEMENT
PAYMENTS | As of the date this Lease is mutually executed, the below sets forth the payment schedule for the Lease Term, based on a Commencement Date of August 1, 2022, the Monthly Rent, the Monthly Amortized Improvement Payment based on the projected Improvement Completion Date of March 31, 2024 and the projected Amortization Period of April 1, 2024 to July 31, 2032, the monthly Jumbotron rent, and the total monthly payment. Upon the occurrence of the Improvement Completion Date, the actual payment schedule will be confirmed by |

the parties in the Improvement Completion Date Certificate in accordance with this Lease.

<u>Period During Lease Term (based on Projected Commencement) Date)</u>	<u>Monthly Rent for Period during Term</u>	<u>Monthly Amortized Improvement Payment (based on Projected Improvement Completion Date)*</u>	<u>Monthly Jumbotron Rent</u>	<u>Total Monthly Payment</u>
8/1/2022 – 7/31/2023	\$177,418	\$0.00	\$450	\$177,868
8/1/2023 – 3/ 31/2024	\$182,688	\$0.00	\$464	\$183,152
4/1/2024 – 7/31/2024	\$182,688	\$19,048.30**	\$464	\$202,200.30
8/1/2024 – 7/31/2025	\$188,147	\$19,048.30**	\$478	\$207,673.30
8/1/2025 – 7/31/2026	\$193,701	\$19,048.30**	\$492	\$213,241.30
8/1/2026 – 7/31/2027	\$199,442	\$19,048.30**	\$507	\$218,997.30
8/1/2027 – 7/31/2028	\$205,352	\$19,048.30**	\$522	\$224,922.30
8/1/2028 – 7/31/2029	\$211,489	\$19,048.30**	\$538	\$231,075.30
8/1/2029 – 7/31/2030	\$217,795	\$19,048.30**	\$554	\$237,397.30
8/1/2030 – 7/31/2031	\$224,290	\$19,048.30**	\$570	\$243,908.30
8/1/2031 – 7/31/2032	\$230,972	\$19,048.30**	\$588	\$250,608.30

*Projected Improvement completion date as of the commencement of this Lease is January 31, 2024.

**Projected Amortized Payment period projected to begin February 1, 2024

- L. OPTION TO EXTEND LEASE TERM COUNTY shall have the right, at its option, to extend the Lease Term for one (1) additional term of ten (10) years, subject to Paragraph 7 of the Lease
- M. EARLY TERMINATION OPTION The COUNTY shall have the right to terminate this Lease as to all of the Premises effective at the end of the 84th month of the Lease Term or at any time thereafter, including during any extensions of the term of the Lease, whenever COUNTY, in its sole discretion, determines it would be in COUNTY's best interests to so terminate the Lease by providing not less than three hundred sixty-five (365) days' written notice to LANDLORD prior to the effective termination date, subject to Paragraph 8.
- N. IMPROVEMENTS LANDLORD shall, at its sole cost and expense (but subject to reimbursement though the Monthly Amortized Improvement Payment payable by COUNTY as shown in Sec. 1 K) complete the Improvements in accordance with the Exhibit "B", Improvement Work Letter, Exhibit "B-1", Improvement Specifications, Exhibit "B-2" Depiction of Improvements, Exhibit "B-3" Depiction of Premises Flooring & Painting Plan, and Exhibit "B-4 Additional Improvement Specifications. All Improvement Work and/or carpet replacement and painting work shall be completed after County Business Hours and during weekends when County staff is not present in the Premises.

O.	IMPROVEMENT COMPLETION DATE	The latest of the following to occur: (i) LANDLORD's completion of the Improvements in accordance with the Lease, including but not limited to, Exhibit "B", Improvement Work Letter, Exhibit "B-1", Improvement Specifications, Exhibit "B-2" Depiction of Improvements, Exhibit "B-3" Depiction of Premises Flooring & Painting Plan, and Exhibit "B-4" Additional Improvement Specifications, subject only to minor punch list items as mutually agreed by the parties; (ii) COUNTY's receipt of a final certificate of occupancy for the Premises, and if applicable, the Building and the Property, issued by all relevant governmental authorities, and (iii) written acceptance by an authorized agent of COUNTY for the Improvements for COUNTY's intended use. As of the date of this Lease, the Improvement Completion Date is projected to occur on or before the date that is twenty (20) months following the Commencement Date or November 30, 2023 ("Projected Improvement Completion Date")	
P.	LANDLORD'S NOTICE ADDRESS	<p>DRC 17 Mountain View, LP c/o Southern California Real Estate Services 10459 Mountain view Avenue, Suite H Loma Linda, CA 92354 Attn: Property Manager</p> <p>With a copy to: Crownsnest Properties, LLC 18034 Ventura Boulevard, Suite 182 Encino, CA 91316 Attention: Owen Frost</p> <p>With a copy to: Southern California Real Estate Services 15901 Redhill Avenue, Suite 205 Tustin, CA 92780 Attention: Serena Elliott-Benson</p>	
Q.	COUNTY'S NOTICE ADDRESS	San Bernardino County Attn: Real Estate Services Department 385 N. Arrowhead Avenue, Third Floor San Bernardino, CA 92415	
R.	EXHIBITS	Exhibit "A"	Reserved
		Exhibit "B"	Improvement Work Letter
		Exhibit "B-1"	Improvement Specifications Room- by-Room
		Exhibit "B-2"	Depiction of Improvements
		Exhibit "B-3"	Depiction of Premises Flooring & Painting Plan
		Exhibit "B-4"	Additional Improvement Specifications
		Exhibit "C"	Improvement Completion Date Certificate and Monthly Amortized Improvement Payment
		Exhibit "D"	Reserved

Exhibit "E"
Exhibit "F"

Exhibit "G"
Exhibit "H"

Form of Estoppel Certificate
Form of Subordination, Non-
disturbance, and Attornment
List of Former County Officials
Prevailing Wage Requirements

SECTION II – LEASE PROVISIONS

1. **PARTIES.** The parties to the Lease are Landlord, as landlord, and COUNTY, as tenant (each a "Party" and collectively, "Parties"), as each Party is set forth in the Basic Lease Provisions. LANDLORD represents and warrants to COUNTY that LANDLORD is the legal owner with sole fee simple title to the Property, including, but not limited to, the Premises, and has the right to enter into the Lease without consent or approval from any other party or parties. In the event of a breach of the foregoing representation and warranty, COUNTY shall have the right to terminate the Lease with immediate effect upon written notice to LANDLORD and LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of or related to said breach. LANDLORD's indemnity shall survive the expiration or earlier termination of the Lease.

2. **PREMISES.** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD the Premises as set forth in the Basic Lease Provisions for the duration of the Lease Term, including any extensions thereof. The Parties acknowledge and agree that the Premises shall not be re-measured during the Lease Term nor during any extensions thereof. Along with its lease of the Premises, COUNTY shall continue to have the right to access and use the roof of the Building for the installation, operation, maintenance and repair of one existing antenna or satellite dish and up to two (2) additional antennas or satellite dishes (for a total of up to three antennas or satellite dishes), at COUNTY's sole cost and expense, to provide data and/or communications services in support of its operations at the Premises all at no additional cost or expense to COUNTY for the duration of the Lease Term and any extensions thereof; provided that COUNTY must notify LANDLORD prior entering upon the roof. If any roofing work is required to install or maintain COUNTY's rooftop equipment, COUNTY must use LANDLORD's roofing contractor to perform such work to preserve LANDLORD's roof warranty. COUNTY shall further have the right to access and use the Allocated Parking and all common areas meaning those areas located within the Building or on the Property ("Common Areas") at no additional cost or expense to COUNTY for the duration of the Lease Term and any extensions thereof. COUNTY acknowledges that the Property is part of a multi-property complex with the common areas of the complex maintained and managed by the CBC Owner's Association ("Association") pursuant to a certain management agreement entered into among the owners of the buildings in the complex and the Association ("Association Agreement"). LANDLORD shall be responsible, at its sole cost and expense, for all costs incurred by LANDLORD under the Association Agreement and shall, at no cost to COUNTY, enforce the terms of the Association Agreement for the benefit of COUNTY and shall not agree to any amendments of the Association Agreement that violate the terms of this Lease.

3. **TERM.** The Lease Term shall commence on the Commencement Date and expire on the Expiration Date as set forth in the Basic Lease Provisions unless earlier terminated in accordance with the terms of the Lease.

4. **RENT.**

A. Commencing on the Commencement Date, COUNTY shall pay LANDLORD, in arrears on or before the last day of each calendar month during the Lease Term, the Monthly Rent for the Premises in accordance with the rental rate schedule set forth in the Basic Lease Provisions but subject to any deductions, offsets, and adjustments that are permitted under the Lease. Monthly Rent for the Premises during any partial calendar month during the Lease Term shall be pro-rated based on the actual number of days the Premises is occupied by COUNTY in said month.

B. In addition to the Monthly Rent for the Premises as set forth in the Basic Lease Provisions, as of the Improvement Completion Date, COUNTY shall reimburse the LANDLORD for the Total Improvement Cost (as defined in Exhibit B) in monthly installments, calculated by amortizing the Total Improvement Cost on a straight-line basis over the number of months in the Amortization Period, which shall be the period from the Improvement Completion Date through the remainder of the initial 10-year Lease Term, ("Monthly Amortized Improvement Payment"), in arrears on the last day of each month and continuing during the remainder of the initial Lease Term, provided that the parties first execute the Improvement Completion Date Certificate in accordance with this paragraph; after which time, the COUNTY shall pay all accrued Monthly Amortized Improvement Payment. The Monthly Amortized Improvement Payment shall stay constant and shall not be subject to annual increases. Promptly upon the occurrence of the Improvement Completion Date, the Parties shall execute an Improvement Completion Date Certificate substantially in the form of Exhibit "C," attached hereto and incorporated herein by reference, to confirm the occurrence of the actual Improvement Completion Date, the Amortization Period, the Monthly Amortized Improvement Payment, and any other pertinent terms of the Lease. COUNTY shall prepare the Improvement Completion Date Certificate and LANDLORD shall execute and return said certificate within ten (10) days after its receipt from COUNTY. If LANDLORD does not timely execute and return said certificate, LANDLORD shall be deemed to have accepted all of the terms of the Lease as confirmed in the Improvement Completion Date Certificate prepared by COUNTY. COUNTY's Director of the Real Estate Services Department ("RES D") shall have the authority on behalf of COUNTY to execute said certificate but only if the occurrence of the actual Improvement Completion Date does not exceed ninety (90) days from the Projected Improvement Completion Date.

C. LANDLORD agrees to accept all Monthly Rent for the Premises, Monthly Improvement Cost, and any other payments due from COUNTY to LANDLORD under the Lease via electronic payments directly deposited to LANDLORD's designed bank account. LANDLORD shall complete any and all COUNTY standard forms and provide all information required by COUNTY to process such electronic payments. In addition, on or before the date LANDLORD executes the Lease, LANDLORD shall register with COUNTY's then current electronic procurement system.

5. **PERMITTED USE.** COUNTY shall have the right to use the Premises for the Permitted Use set forth in the Basic Lease Provisions and shall have access to the Premises, the Building, and the Property 24 hours a day and seven days a week.

6. **EXPANSION SPACE OPTIONS.** There is no expansion space available at the Building.

7. **OPTION TO EXTEND LEASE TERM.**

A. COUNTY shall have the Option to Extend Lease Term as to the Premises or any portion thereof for the number of option terms ("Option Terms") and the period of time during each option term set forth in the Basic Lease Provisions on the same terms and conditions as the Lease, except the Monthly Rent for the Premises. COUNTY shall not be required to exercise the Option Terms consecutively and COUNTY may opt to exercise one or multiple Option Terms at once. To exercise Option Terms, COUNTY shall provide LANDLORD with written notice a minimum of twelve (12) months prior the expiration or earlier termination of the then current Lease Term or during any Holdover Period (as later defined).

B. The Monthly Rent for the Premises during each Option Term shall be adjusted by good faith negotiation of the Parties to the fair market monthly rental rate schedule then prevailing based on the monthly rental rent ("FMV Rent") of comparable leased premises in the County of San Bernardino. If the Parties have been unable to agree on the FMV Rent for the Premises within five (5) months of COUNTY's exercise of its option, said FMV Rent shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. During the period between the expiration of the then current Lease Term and the determination of the Monthly Rent for the Premises by arbitration, COUNTY shall continue to pay the Monthly Rent for the Premises in the amount due for the month immediately preceding expiration of the then current Lease Term. If the FMV Rent for the Premises is determined by arbitration and COUNTY does not, for any reason, agree with such determination, COUNTY shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after COUNTY's receipt of the arbitration determined FMV Rent. In the event COUNTY does not so terminate the Lease, COUNTY shall commence paying the arbitration determined FMV Rent for the month immediately following COUNTY's receipt of said rate determination and for the duration of the subject Option Term.

8. **EARLY TERMINATION OPTION.** COUNTY shall have the Early Termination Option as set forth in the Basic Lease Provisions. COUNTY's RESD Director shall have the authority on behalf of COUNTY to provide LANDLORD with notice of any termination pursuant to this paragraph. In the event COUNTY exercises its Early Termination Option with an effective termination date from the end of the 84th month of the Term through the expiration date of the initial Term (inclusive) the COUNTY shall pay the Monthly Rent and Monthly Amortized Improvement Payment through the effective termination date and the unpaid Monthly Amortized Improvement Payment for the remainder of the initial Lease Term, which shall be payable within sixty (60) days after the effective termination date. No termination fee shall be due from COUNTY if the initial Lease Term expires at the end of the initial Lease Term without extension or if COUNTY exercises its Early Termination Option during any extension of the Lease beyond the initial 10-year Lease Term, since all Improvements will have been fully amortized as of March 31, 2032.

9. **HOLDOVER.** In the event that COUNTY continues to occupy the Premises after the expiration or earlier termination of the Lease Term, COUNTY's tenancy shall be on a month-to-month term ("Holdover Period") on the same terms and conditions as the Lease, including, the Monthly Rent for the Premises in effect as of the expiration or earlier termination of the Lease but excluding the Monthly Amortized Improvement Payment. Notwithstanding anything to the contrary in the Lease, either Party shall have the right to terminate the Lease during the Holdover Period by providing not less than ninety (90) days prior written notice to the other Party.

10. **TAXES.** LANDLORD shall, at its sole cost and expense, pay, prior to delinquency, any and all real property taxes and general and special assessments levied and assessed against the Premises, the Building, and the Property and all improvements thereon.

11. **UTILITIES.**

A. LANDLORD shall: (i) furnish electric utilities to the Premises and COUNTY shall pay directly to the utility provider for its electric usage in the Premises, including for after-hours HVAC use; and (ii) furnish to and pay for all use and service charges and related taxes for gas, water, sewer, trash, fire alarm service, and all other utilities for the Premises, which shall be reimbursed to LANDLORD pursuant to Paragraph 11.C. LANDLORD shall furnish and pay for, or LANDLORD shall enforce the terms of the Association Agreement, at no cost to COUNTY, for the Association to furnish to and pay for all service charges and related taxes for electric, gas, water, sewer, trash, fire alarm service, and all other utilities for the Allocated Parking and the common areas of the Building and the Property. Any costs incurred by LANDLORD for Landlord-provided or Association-provided utilities for the Allocated Parking and the common areas of the Building and the Property shall be at the sole cost and expenses of LANDLORD without reimbursement from COUNTY. COUNTY shall pay for its own vending machines and its own telephone service including pay telephones in the Premises. COUNTY shall have the option to provide security services for the interior of the Premises for COUNTY's own purposes, which security services, if opted by COUNTY, shall not alter LANDLORD's obligations in Paragraph 17, MAINTENANCE.

B. Interruptions: In the event of any interruption of any utilities provided to the Premises, the Allocated Parking, and the common areas of the Building and the Property caused by either the LANDLORD or the Association or their respective employees, contractors, and agents (but not from causes by utility service providers that are out of the control of LANDLORD or the Association) and COUNTY determines, in its sole discretion, that COUNTY is unable access the Premises or the Allocated Parking or unable to conduct its operations at the Premises or use the Allocated Parking as a result of such interruption, LANDLORD shall immediately restore or shall enforce the terms of the Association Agreement, at no cost to COUNTY, for the Association to immediately restore the affected utility service(s) and Monthly Rent shall be abated for the duration of the interruption in proportion to the Premises or portion thereof that is inaccessible or unusable by COUNTY to conduct its operation and COUNTY shall have the right to deduct the abated amount from the Monthly Rent and other sums next due for the period from the date the interruption commenced until such time that the affected utility is fully restored. LANDLORD and Association will not have liability for interruptions caused by utility service providers outside of the control of LANDLORD and/or Association.

C. HVAC Services: LANDLORD will, at its sole cost and expense, provide, maintain, and monitor heating, ventilation and air conditioning ("HVAC") service for the Premises to keep the temperature throughout the Premises at between 68°F to 78° from 7:00 AM to 6:00 PM on Monday through Friday ("COUNTY'S Regular Business Hours") for the comfortable use and occupancy of COUNTY staff and invitees and to accommodate the operation and cooling requirements of the COUNTY's office equipment and other machinery at the Building. LANDLORD will provide HVAC service for the Premises at times other than COUNTY'S Regular Business Hours upon receipt of reasonable prior notice from COUNTY ("After-Hours HVAC Service"). The cost to provide After-Hours HVAC Service shall be Twenty-Five Dollars (\$25.00) per hour per floor, which shall be

billed by LANDLORD monthly in arrears. Such after-hours charge shall not apply to the COUNTY's MDF and IDF Rooms within the Premises, which are cooled by COUNTY-owned and installed supplemental HVAC units that are separate from the Building's general HVAC system. Pursuant to Paragraph 11,A, COUNTY will pay all electric usage costs for any After-Hours HVAC Service directly to utility provider.

12. **LEGAL COMPLIANCE.**

A. Compliance with Laws. As a condition precedent to COUNTY's obligations under the Lease, (i) the Premises, the Building, and the Property comply with the applicable requirements of all municipal, county, state, federal, and regulatory laws, statutes, codes, ordinances, and regulations for public and government buildings then in effect at the Commencement Date of the Initial Term for the Improvements to be constructed under this Lease, including, but not limited to, applicable Health, Safety, Fire and Building codes, notice of completion, certificate of occupancy, California Title 24 , and the Americans with Disabilities Act (collectively, "Laws"); (ii) an accessible path of travel exists from public transportation to the Premises pursuant to California Title 24 requirements; (iii) all improvements in or on the Premises, the Building, and the Property (whether constructed by LANDLORD, prior tenants, or any third party) comply with all applicable covenants or restrictions of record for the Property and all applicable Laws; (iv) LANDLORD has not received any violations of Laws from any relevant government authority with respect to the Premises, the Building, or the Property; and (v) LANDLORD has no knowledge of any pending or threatened claims of any violations of Laws from any third party with respect to the Premises, the Building, or the Property. LANDLORD covenants that LANDLORD shall, at its sole cost and expense, maintain the Premises, the Building, and the Property in compliance with all applicable Laws for the duration of the Lease Term and any extensions thereof. LANDLORD represents and warrants to COUNTY that the foregoing is true and accurate as of the Commencement Date. In the event of a breach of the foregoing representations, warranties, or covenants herein, LANDLORD shall, at its cost and sole expense, promptly remedy any non-compliance with Laws and indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of or related to said breach. LANDLORD's indemnity obligation shall survive the expiration or earlier termination of the Lease. In the event of that the Premises, the Building or the Property requires modifications due to changes in Laws during the Lease Term or any extensions thereof, LANDLORD shall, at its sole cost and expense, promptly complete such modification.

B. CASP Inspection. LANDLORD certifies to COUNTY that as of the Commencement Date, an inspection of the interior Premises has not been performed by a Certified Access Specialist in conjunction with the Lease, but that such an inspection of the exterior of the Building and of the Property has been performed. Notwithstanding that an access inspection has not been performed for the interior of the Premises, LANDLORD remains obligated for the compliance of the Premises, the Building, and the Property with Laws for the duration of the Lease Term including any extensions thereof, including making all required and recommended repairs and modifications set forth in the inspection report for the exterior of the Building and of the Property. In the event that an access inspection of the interior of the Premises or any further inspections of the exterior of the Building and of the Property is performed by LANDLORD at any time during the Lease Term including any extensions thereof, LANDLORD shall provide COUNTY with a copy of the inspection report(s) and LANDLORD shall, at its sole cost and expense, promptly complete all

required and recommended repairs and modifications to the Premises, the Building, or the Property identified in the inspection report in compliance with all laws. COUNTY agrees that during LANDLORD's separate work to improve, at LANDLORD's sole cost and expense, the construction-related access issues relating to the Premises, no temporary construction barriers or temporary loss of use of any Allocated Parking shall be deemed an event entitled to rent abatement as long as at least one accessible entry between the public street and the Building is available at all times, no more than 10% of the Allocated Parking is temporarily unavailable for COUNTY use, sufficient alternate parking within a reasonable walking distance from the Building for the affected portion of up to 10% of the Allocated Parking is available for use by COUNTY at no cost, and the LANDLORD's separate work and the period of time for such temporary barriers and temporary parking loss shall not exceed the time to complete the Improvements set forth in Exhibit "B", including all sub-exhibits.

13. **HAZARDOUS SUBSTANCES.**

A. LANDLORD hereby represents and warrants to COUNTY that, as of the Commencement Date: (i) the Premises, the Building, and the Property have not been exposed to Hazardous Substances and are free of all Hazardous Substances; (ii) neither LANDLORD nor any existing or former tenants or occupants at the Property were or are in violation of or subject to an existing, pending or threatened investigation by any governmental authority under any applicable local, state, and federal law, regulation, ordinance or other legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment, usage, or disposal of Hazardous Substances at the Premises, the Building, and the Property has been or are in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises, the Building, and the Property and the vapor, groundwater and soil on or under the Premises, the Building, and the Property is free of Hazardous Substances.

B. LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY), protect, and hold harmless COUNTY and its officers, employees, agents, and volunteers and the Premises, from any and all claims, actions, losses, damages, judgments, costs, expenses, penalties, and/or liability, including, but not limited to, attorneys' and consultant's fees, arising out of or related to the existence of any Hazardous Substances located in, on, under, or about the Premises, the Building, and the Property occurring: (i) prior to the Commencement Date and (ii) during the Lease Term to the extent not directly and solely caused by COUNTY. Additionally, the issuance of an order by any governmental authority directing LANDLORD or any of LANDLORD's other tenants or occupants on the Property to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by LANDLORD or any person acting under LANDLORD's direct control and authority is a default of the Lease, and LANDLORD shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by COUNTY in connection with or in response to such order. LANDLORD's obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by COUNTY, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. LANDLORD's obligations under this provision shall survive the expiration or early termination of the Lease. No termination, cancellation or release agreement entered into by COUNTY and LANDLORD shall release LANDLORD from its obligations under the

Lease with regard to Hazardous Substances unless specifically agreed to by COUNTY in writing. LANDLORD's indemnity obligation shall survive the expiration or earlier termination of the Lease.

C. For the purposes of this paragraph the following definitions shall apply:

i. "Hazardous Substance," as used in the Lease, shall mean any product, substance, material, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises, the Building, or the Property; (b) regulated or monitored by any governmental authority; or (c) a basis for potential liability of LANDLORD or COUNTY under any applicable statute or common law theory.

ii. "Reportable use" shall mean: (a) the installation or use of any above- or below-ground storage tank; (b) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (c) the presence at the Premises, the Building, or the Property of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises, the Building, the Property or neighboring properties.

iii. The term "applicable requirements" shall be deemed to refer to all applicable laws, covenants, or restrictions of record, building codes, regulations, and ordinances.

14. **ALTERATIONS:**

A. LANDLORD shall, at its sole cost and expense, complete the Improvements in accordance with the Exhibit "B", Improvement Work Letter, Exhibit "B-1" Improvement Specifications, Exhibit "B-2" Depiction of Improvements, Exhibit "B-3" Depiction of Premises Flooring & Painting Plan, and Exhibit "B-4" Additional Improvement Specifications, provide COUNTY with a copy of a final certificate of occupancy for the Premises, and if applicable, the Building and the Property, issued by all relevant governmental authorities, and obtain written acceptance by an authorized agent of COUNTY for the Improvements for COUNTY's intended use on or before the Projected Improvement Completion Date. Notwithstanding anything to the contrary in this Lease or Exhibit B, including all sub-exhibits, any COUNTY acceptance of the Premises and the Improvements for COUNTY's intended use shall solely be acceptance for COUNTY's internal purposes and shall not in any way waive any patent or latent defects at the Premises or of the Improvements nor waive any representations and warranties or LANDLORD's obligations set forth in this Lease.

B. COUNTY shall not make any structural or exterior improvement or alterations to the Premises during the Lease Term without LANDLORD's prior written consent. If LANDLORD does not respond within thirty (30) days after COUNTY's request for consent for any structural or exterior improvements or alterations, LANDLORD shall be deemed to have approved COUNTY's request. Upon the expiration or earlier termination of the Lease,

such improvements or alterations shall be surrendered along with the Premises and COUNTY shall have no removal or restoration obligation.

15. **FIXTURES.** COUNTY shall have the right to install shelving and fixtures and make interior, non-structural improvements, or alterations in the Premises during the Lease Term without LANDLORD's prior consent. Such shelving, fixtures, improvements, and alterations shall remain the property of COUNTY during the Lease Term, and may, at COUNTY's option, in its sole discretion, either: (i) be removed during the Lease Term or upon the expiration or earlier termination of the Lease or within a reasonable time thereafter without the payment of Monthly Rent or other sums, provided that COUNTY restores any damage caused by such removal; or (ii) be surrendered along with the Premises, in which case, COUNTY shall have no removal or restoration obligation. COUNTY shall have the right, at its options to install at the Premises, telephone and data cabling, a security system, and vending machines.

16. **SIGNS.**

- A. COUNTY shall, at no additional cost to COUNTY for signage rights, have the right to install any signage, including, but not limited to: (i) in the interior of the Premises, including those that may be visible from outside the Premises; (ii) at or near the entry to the Premises, including those that may be located outside of the Premises but inside the Building; (iii) in the Building directory and in the Building lobby; and (iv) on the exterior of the Building or the Property, provided that such exterior signage complies with applicable laws and is approved by LANDLORD. If LANDLORD does not respond within ten (10) days after COUNTY's request for consent for exterior signage, LANDLORD shall be deemed to have approved COUNTY's request. Notwithstanding the foregoing, COUNTY will be responsible for the cost of installation, maintenance and removal of any approved signs so installed by COUNTY pursuant to this paragraph 16.
- B. LANDLORD shall, through its rights pursuant to a license agreement ("License Agreement") with the Association, provide COUNTY the right to display not less than twenty-four (24) messages per lease year, commencing as of the Commencement Date, on the "Jumbotron Monitor" located at the multi-building complex and operated by the Association at a cost to COUNTY of Four Hundred Fifty and no/100 Dollars (\$450.00) per month ("Jumbotron Display Charge"), for the initial lease year, commencing on the Commencement Date. The Jumbotron Display Charge shall be subject to a three percent (3%) annual increase on each anniversary of the Commencement Date during the Lease Term. The County shall have the right to alter the message at any time without additional charge provided that the County's Media Specialist completes the alteration of the message. In the event of any interruption in the display of COUNTY's messages or the ability of COUNTY to display messages, the LANDLORD shall remedy the interruption or enforce the License Agreement for Association to remedy the interruption and the Jumbotron Display Charge shall be abated for the duration of the interruption and COUNTY shall have the right to deduct the abated amount from the Monthly Rent and other sums next due for the period from the date the interruption commenced until such time that the COUNTY's messages or ability to display messages are fully restored. LANDLORD represents and warrants that the License Agreement with the Association for the Jumbotron Monitor is currently in full force and effect without any defaults. LANDLORD agrees, at its sole cost and expense, to continue to keep the License Agreement in full force and effect for the duration of the Lease Term. LANDLORD shall be responsible, at its sole cost and

expense, for all costs incurred by LANDLORD under the License Agreement and shall, at no cost to COUNTY, enforce the terms of the License Agreement for the benefit of COUNTY and shall not agree to any amendments of the License Agreement that violate the terms of this Lease. LANDLORD shall notify COUNTY in the event of any such default; in which case, COUNTY shall have the right to cease payment of Jumbotron Display Charge without being in default of this Lease and to receive a refund of the applicable Jumbotron Display Charge.

17. **MAINTENANCE & REPAIR.**

A. LANDLORD represents and warrants to COUNTY that as of the Commencement Date, the Premises, the Building, and the Property, including but not limited to all structural elements, the building systems, and other improvements thereon are in good working order, condition, and repair and watertight. During the Lease Term, including any extensions thereof, LANDLORD shall, at its sole cost and expense whether incurred by LANDLORD or the Association, provide or shall enforce the terms of the Association Agreement, at no cost to COUNTY, for the Association to provide the following services and perform all inspections, maintenance, repairs, and replacements as is necessary or as reasonably requested by COUNTY to keep in good working order, condition, and repair and water-tight, all structural elements, the building systems, and other improvements thereon, including but not limited to the following:

i. All structural and other elements of the Premises, Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property, including, but not limited to, the roof; foundation; slab; sub-flooring; façade; exterior and load-bearing walls; eaves, gutters, and downspouts; exterior windows, frames, and glass; exterior doors; lobbies, elevators, and stairs and stairwells; in the event of water intrusion, LANDLORD shall repair any such intrusions and remediate any and all mold or other contaminants and perform all recommended repairs in a report provided by its third-party contractors; and,

ii. All systems of the Premises, the Building, and the Property inclusive of all components thereto and regardless of where situated on the Property, including, but not limited to, all mechanical, electrical, lighting, plumbing, water, and sewage and electric generators; plumbing maintenance shall include, but is not limited to, unclogging and repairing all drains, pipes, toilets, sinks, and other restroom fixtures and repairing water intrusion issues and remediation of mold and other contaminants regardless of cause; lighting maintenance shall include, but is not limited to, bulb and ballast replacements; and;

iii. All heating, ventilation and air conditioning ("HVAC") systems of the Premises, the Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property; HVAC maintenance shall include, but is not limited to, providing maintenance service (with a copy of the certificate to be delivered to COUNTY on the Commencement Date and on each second anniversary of the Commencement Date during the Lease Term) replacing all filters on a quarterly basis, and providing HVAC services pursuant to Paragraph 11.C. LANDLORD shall perform an initial certified air balance service at the completion of the Improvements to those areas improved under this Lease as per Exhibit "B", Work Improvement Letter and Exhibits "B-1", "B-2" and "B-3" to ensure that the HVAC service meets LANDLORD's HVAC obligations in this Lease.

Thereafter, LANDLORD shall complete certified air balance services upon the COUNTY's request and at the COUNTY's sole cost, provided that if the results of the balancing service shows that the HVAC service does not meet LANDLORD's HVAC obligations in this Lease, LANDLORD shall be responsible for the cost of said balance service.

iv. All life-safety systems of the Premises, Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property, including, but not limited to, fire suppression; fire sprinklers; fire alarms; fire extinguishers; and exit signage and;

v. All grounds of the Property and the common areas of the Property and the common areas of the multi-building complex, inclusive of all components thereto, including, but not limited to, parking lot, parking structures, accessible parking spaces, drive lanes, and driveways; sidewalks; fences and gates; exterior lighting; exterior signage; and landscaping; parking maintenance shall include, but is not limited to cleaning, repaving, re-striping, curb and pothole repairs, and replacements as determined by LANDLORD and/or Association in their reasonable discretion; landscaping maintenance shall include, but is not limited to grass, trees, shrubbery, and flora, which shall be kept in a green condition by the LANDLORD and/or the Association and;

vi. Interior non-structural elements of the Premises, the Building, and the Property, inclusive of all components thereto and regardless of where situated on the Property, including, but not limited to, walls and ceilings; windows, frames, and glass; doors; fixtures, restrooms, break rooms, drinking fountains, and hallways, including, but not limited to, due to vandalism;

vii. Pest control services for the Premises the Building, and the Property and the common areas of the Property to be performed by LANDLORD and pest control services for the common areas of the multi-building complex to be performed by Association; and

viii. At any time on or after the seventh anniversary of the Commencement Date, at COUNTY's election, in its sole discretion, provided that COUNTY has not exercised its Early Termination Option, LANDLORD shall, at its sole cost and expense at a cost not to exceed \$736,480, either: (i) at COUNTY's election, in its sole discretion, replace the carpet throughout the entire Premises or replace any portion(s) of the carpet at the Premises as solely determined by COUNTY and, in either case, temporarily move and return in place all COUNTY furnishings and equipment affected by such carpeting work, which replacement carpet shall meet the same criteria as specified in Exhibit "B-1", Improvement Specifications, Exhibit "B-2" Depiction of Improvements, Exhibit "B-3" Depiction of Premises Flooring & Painting Plan, and Exhibit "B-4" Additional Improvement Specifications, within 120 days after COUNTY's election; or (ii) provide COUNTY with credit for the cost of an entire or partial carpet replacement, as applicable, and for the cost to temporarily move and return in place all affected COUNTY furnishings and equipment against the Monthly Rent (Carpet Credit") in the amount determined in accordance with this paragraph. In the event COUNTY opts to receive Carpet Credit, LANDLORD shall, within thirty (30) days after COUNTY'S election, obtain three (3) competitive bids from licensed and bonded local carpet vendors approved

by COUNTY and the amount of the Carpet Credit shall be the amount of the lowest of the competitive bids received, which credit will be applied toward Monthly Rent next due to LANDLORD and each Monthly Rent due thereafter until such credit is exhausted. If LANDLORD fails to obtain said competitive bids within the timeframe stated in this paragraph, COUNTY shall have the right to obtain such bids, present said bids to LANDLORD to substantiate the total Carpet Credit due to COUNTY, and apply such credit toward the Monthly Rent next due to LANDLORD and each Monthly Rent due thereafter until such credit is exhausted. Provided that COUNTY has not exercised its Early Termination Option, COUNTY shall have the recurring right to elect the replacement of the carpet throughout the entire Premises or any portion(s) of the carpet at the Premises or Carpet Credit pursuant to this paragraph during the Lease Term, provided that at least seven years has elapsed since the date of COUNTY's immediately preceding election. Provided that if COUNTY elects to replace the carpet, then COUNTY shall be responsible for moving all furnishings and equipment as required for installation of the carpet. In no event shall LANDLORD pay for carpet installation or provide rent credit if COUNTY has exercised its Early Termination Option in paragraph 8

ix. At any time on or after the seventh anniversary of the Commencement Date, at COUNTY's election, in its sole discretion, provided that COUNTY has not exercised its Early Termination Option, LANDLORD shall, at its sole cost and expense at a cost not to exceed \$224,800, either: (i) at COUNTY's election, in its sole discretion, repaint the entire interior of the Premises or any portion(s) of the interior of the Premises as solely determined by COUNTY, and in either case, temporarily move and return in place all COUNTY furnishings and equipment affected by such painting work, which paint shall meet the same criteria as specified in Exhibit "B-1", Improvement Specifications, Exhibit "B-2" Depiction of Improvements, Exhibit "B-3" Depiction of Premises Flooring & Painting Plan, and Exhibit "B-4" Additional Improvement Specifications, within 60 days after COUNTY's election; or (ii) provide COUNTY with credit for the cost of an entire or partial repainting of the interior of the Premises, as applicable, and of the cost to temporarily move and return in place all affected COUNTY furnishing and equipment against the Monthly Rent ("Paint Credit") in the amount determined in accordance with this paragraph. In the event COUNTY opts to receive Paint Credit, LANDLORD shall, within thirty (30) days after COUNTY'S election, obtain three (3) competitive bids from licensed and bonded local paint vendors approved by COUNTY and the amount of the Paint Credit shall be the amount of the lowest of the competitive bids received, which credit will be applied toward Monthly Rent next due to LANDLORD and each Monthly Rent due thereafter until such credit is exhausted. If LANDLORD fails to obtain said competitive bids within the timeframe stated in this paragraph, COUNTY shall have the right to obtain such bids, present said bids to LANDLORD to substantiate the total Paint Credit due to COUNTY, and apply such credit toward the Monthly Rent next due to LANDLORD and each Monthly Rent due thereafter until such credit is exhausted. Provided that COUNTY has not exercised its Early Termination Option, COUNTY shall have the recurring right to elect either repainting of the entire interior of the Premises or any portion(s) of the interior of the Premises or Paint Credit pursuant to this paragraph during the Lease Term provided that at least seven years has elapsed since the date of COUNTY's immediately preceding election. Provided that if COUNTY elects to paint the Premises, then COUNTY shall be responsible for moving all furnishings and equipment as required for painting. In no event shall LANDLORD pay for

painting or provide rent credit if COUNTY has exercised its Early Termination Option in paragraph 8

x. All landscaping must be maintained to reasonable standards as reasonably determined by the Association to eliminate shadows and areas of concealment. Tree canopies must not interfere with or block the lighting along sidewalks or in the parking lots to eliminate shadows and areas of concealment.

xi. LANDLORD shall, at its sole cost and expense subject to the stated caps, (i) replace all nine (9) existing refrigerators located in the Premises with substantially similar models as existing that are in new condition at two separate times during the initial 10-year Lease Term and each extended term of the Lease upon the request of COUNTY, provided that each refrigerator shall not exceed a cost of \$1,500, for a total of eighteen (18) new refrigerators to be provided by LANDLORD during each Lease Term; and (ii) replace all 9 existing microwaves located in the Premises with substantially similar models as existing in new condition at three separate times during the initial 10-year Lease Term and each extended term of the Lease upon the request of COUNTY, provided that each microwave shall not exceed a cost of \$200, for a total of twenty-seven (27) microwaves to be provided by LANDLORD during the each Lease Term. The parties agree that COUNTY shall, at its sole cost and expense maintain the refrigerators and microwaves, provided that all refrigerators and the microwaves are deemed alterations to the Premises and shall be surrendered along with the Premises in its then existing condition.

xii. LANDLORD shall, at its sole cost and expense maintain and repair the existing flagpole located on the Property all at LANDLORD's cost, except to the extent of any damage caused by the COUNTY. LANDLORD shall acquire one (1) United States flag and one (1) California state flag for such flagpole and replacement flags if such flags are damaged, all at LANDLORD's cost, except to the extent of any damage caused by the COUNTY. COUNTY shall raise and lower and store the flags. LANDLORD shall provide to COUNTY one (1) key to access the flagpole for such purposes.

B. LANDLORD shall engage licensed and bonded contractors to perform LANDLORD's maintenance obligations in the Lease, which services shall be performed in a good and workmanlike manner. With respect to the Premises, LANDLORD's maintenance obligations shall be performed at times during COUNTY's regular business hours that are approved in writing by COUNTY, except during emergencies that are life threatening or will result in imminent or substantial damage or destruction of the Premises, which shall not require advance approval in writing by COUNTY. LANDLORD's service providers must be escorted by COUNTY staff while in the Premises and such services shall be performed in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

C. Without in any way affecting LANDLORD'S obligations in this paragraph and regardless of whether any specific notice of need for maintenance or repair is provided to LANDLORD by COUNTY, COUNTY may request specific maintenance. Any such request may be made orally, by telephone, or otherwise. If: (i) COUNTY requests maintenance and LANDLORD does not commence the performance of its maintenance obligations within ten (10) days of receiving such request or does not diligently prosecute its

obligations to completion thereafter; or (ii) in the case of an emergency, whether or not COUNTY has given notice to LANDLORD, LANDLORD does not immediately perform its obligations, then in both instances, COUNTY may (but is not obligated to) perform LANDLORD'S obligations, in which case, LANDLORD shall reimburse COUNTY the sum actually expended by COUNTY (including but not limited to charges for COUNTY employees and equipment) in the performance of LANDLORD's obligations. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of COUNTY's invoice to LANDLORD along with documentation supporting the expended costs, and if paid at a later date, shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to deduct from future Monthly Rent or other sums due the amount COUNTY has paid until COUNTY is reimbursed in full for the sum and interest thereon. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in the Lease.

D. In the event of any that any maintenance, repair, or replacement by LANDLORD causes, as determined by COUNTY in its sole discretion, the Premises or the Allocated Parking to be inaccessible or the Premises or any portion thereof to be unusable for COUNTY to conduct its operations, Monthly Rent and other sums due under the Lease shall be abated for the commencement of the need for maintenance, repair, or replacement until such time that said maintenance, repair, or replacement is fully completed in proportion to the Premises or portion thereof that is inaccessible or unusable by COUNTY. Notwithstanding, temporary closure of an entrance or parking spaces during periods of maintenance or repair performed by LANDLORD shall not entitle COUNTY to rent abatement so long as at least one accessible entry between the public street and the Building is available at all times, no more than ten percent (10%) of the Allocated Parking is temporarily unavailable for COUNTY use, and sufficient alternate parking within a reasonable walking distance from the Building for the affected portion of up to ten percent (10%) of the Allocated Parking is available for use by the COUNTY, and the period of time for such temporary barriers and temporary parking loss shall not exceed thirty (30) days.

E. At COUNTY's election, in its sole discretion, LANDLORD, shall, at LANDLORD's sole cost and expense, hire a licensed, bonded, and qualified property management company to manage the Property and perform LANDLORD'S maintenance obligations as set forth in the Lease. Within fourteen (14) days after the engagement of a property management company, the property manager of the property management company shall inspect the Premises, the Building, and the Property at least every other week to ensure compliance with LANDLORD'S maintenance obligations. COUNTY reserves the right to review the selection of the property management company and to review the engagement agreement.

F. COUNTY at its sole cost and expense, shall provide custodial and janitorial services for the interior of the Premises.

18. **ASSIGNMENT AND SUBLEASE.** COUNTY shall have the right to assign the Lease or sublease the Premises with LANDLORD's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding anything to the contrary in the Lease, at any time during the Lease Term, COUNTY shall have the right, without LANDLORD's consent, sublease the Premises or any portion thereof, or share occupancy of the Premises or any portion thereof with any entity under common control with COUNTY, special districts of the

COUNTY, and joint powers associations of which the COUNTY is a member; in which event, LANDLORD shall not have the right to share in any rents that exceed the Monthly Rent or to recapture the Premises or any portion thereof.

19. **INDEMNIFICATION.** LANDLORD agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Lease from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. LANDLORD's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provision of the Lease shall survive the expiration or earlier termination of the Lease.

20. **INSURANCE REQUIREMENTS AND SPECIFICATIONS.**

A. COUNTY is a self-insured public entity for purposes of general liability and workers' compensation

B. LANDLORD agrees to provide insurance set forth in accordance with the requirements herein. If LANDLORD uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LANDLORD agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Lease.

Without in anyway affecting the indemnity herein provided and in addition thereto, LANDLORD shall secure and maintain throughout the Lease Term the following types of insurance with limits as shown:

i. **Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of LANDLORD and all risks to such persons under the Lease.

If LANDLORD has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by COUNTY's Director of Risk Management.

If LANDLORD is a non-profit corporation, organized under California or Federal law, volunteers for LANDLORD are required to be covered by Workers' Compensation insurance.

ii. **Commercial/General Liability Insurance** – LANDLORD shall carry General Liability Insurance covering all operations performed by or on behalf of LANDLORD providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse, and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

iii. Commercial Property Insurance providing for standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements to the extent of at least [one hundred (100%) of the full replacement value of the Premises.

iv. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If LANDLORD is transporting one or more non-employee passengers in relation to the Lease, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If LANDLORD owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

v. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

C. If LANDLORD performs any construction of the Premises on behalf of COUNTY, LANDLORD shall also procure and maintain coverages as follows:

i. For construction contracts for projects over One Million Dollars (\$1,000,000) and less than Three Million Dollars (\$3,000,000) require limits of not less than Three Million Dollars in General Liability and Auto Liability coverage.

ii. For construction contracts for projects over Three Million Dollars (\$3,000,000) and less than Five Million Dollars (\$5,000,000) require limits of not less than Five Million Dollars (\$5,000,000) in General Liability and Auto Liability coverage.

iii. For construction contracts for projects over Five Million Dollars (\$5,000,000) and less than Ten Million Dollars (\$10,000,000) require limits of not less than Ten Million Dollars (10,000,000) in General Liability and Auto Liability coverage.

iv. LANDLORD agrees to require all parties, subcontractors, or others, including, but not limited to, architects, it hires or contracts within relation to the Lease to provide insurance covering the contracted operations with the requirements in this Paragraph 20, (including, but not limited to, waiver of subrogation rights) and naming COUNTY as an additional insured. LANDLORD agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

v. Course of Construction/Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

D. Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming COUNTY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the Lease. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

E. Waiver of Subrogation Rights – LANDLORD shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit LANDLORD and LANDLORD's employees or agents from waiving the right of subrogation prior to a loss or claim. LANDLORD hereby waives all rights of subrogation against COUNTY.

F. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

G. Severability of Interests – LANDLORD agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between LANDLORD and COUNTY or between COUNTY and any other insured or additional insured under the policy.

H. Proof of Coverage – LANDLORD shall furnish Certificates of Insurance to COUNTY's RESD administering the Lease evidencing the insurance coverage at the time the Lease is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to COUNTY RESD, and LANDLORD shall maintain such insurance from the time the Lease is executed until the expiration or earlier termination of the Lease. Within fifteen (15) days of the Commencement Date, LANDLORD shall furnish a copy of the declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

I. Acceptability of Insurance Carrier – Unless otherwise approved by COUNTY's Director of Risk Management, insurance shall be written by insurers authorized to do

business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

J, Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000) shall be declared to and approved by COUNTY's Director of Risk Management.

K. Failure to Procure Coverage – All insurance required must be maintained in force at all times by LANDLORD. In the event that any policy of insurance required under the Lease does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to cancel the Lease or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by LANDLORD or COUNTY payments to LANDLORD will be reduced to pay for COUNTY purchased insurance.

L. Insurance Review – Insurance requirements are subject to periodic review by COUNTY. COUNTY's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever COUNTY's Director of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if COUNTY's Director of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, COUNTY's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to COUNTY's risk.

Any change requiring additional types of commercially reasonable and not unreasonable cost to procure insurance coverage or higher coverage limits must be made by amendment to the Lease. LANDLORD agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY RESD or COUNTY.

M. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LANDLORD in LANDLORD's operations.

N. LANDLORD agrees to require all parties, subcontractors, or others it hires or contracts with, in relation to the Lease to provide insurance covering the contracted operation with the requirements in this Paragraph 20, (including, but not limited to, waiver of subrogation rights) and naming COUNTY as an additional insured.

21. **DESTRUCTION OF PREMISES.**

A. In the event the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto, or any portion thereof, is damaged or destroyed by any casualty, LANDLORD shall, at its sole cost and expense, promptly repair and restore the

Premises, the Allocated Parking, the Building, the Property or COUNTY's access thereto to substantially the same condition as existing immediately prior to the damage or destruction, including, but not limited to: (i) all mechanical, electrical, and plumbing systems serving the Premises, the Building, and the Property; (ii) the heating, ventilation, and air conditioning systems serving the Premises and the Building; (iii) the roof, foundation, and all interior and exterior windows and walls of the Premises and the Building; and (iv) all Improvements constructed in the Premises (whether by LANDLORD or COUNTY) prior to the date of damage or destruction and the Lease shall continue in full force and effect. LANDLORD shall use any and all insurance proceeds received as a result of such casualty for the repair and restoration of the Premises, provided that LANDLORD's failure to carry any required insurances shall not relieve LANDLORD of its repair and restoration obligation. Notwithstanding the foregoing, LANDLORD shall have no obligation to repair any damage to, or to replace any of COUNTY's personal property, furnishings, fixtures, and equipment, unless such damage is caused by LANDLORD's negligence or intentional misconduct. LANDLORD shall commence the required repair and restoration in a substantial and meaningful way within thirty (30) days of the date of damage or destruction and shall thereafter diligently pursue such repair and restoration to completion within ninety (90) days of commencement of said repair and restoration. For the purposes of this paragraph, the phrase "commence . . . in a substantial and meaningful way" shall mean the unconditional authorization to prepare the plans required for repair and restoration work, the issuance of any required building permits from the relevant governmental authority, or the beginning of actual repair or restoration work. In the event that within thirty (30) days after the casualty date, COUNTY is notified by LANDLORD that the time required to restore the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto, or any portion thereof, is estimated by LANDLORD's licensed and qualified architect, in its professional opinion, to exceed ninety (90) days, COUNTY may, at its option, terminate this Lease immediately upon written notice to the LANDLORD without further obligation by COUNTY.

B. In the event: (i) the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto, or any portion thereof, is damaged or destroyed; (ii) LANDLORD fails to timely commence and complete the repair and restoration required in Paragraph 21.A above; and (iii) COUNTY determines, in its sole discretion, that COUNTY is unable to conduct its operations at the Premises as a result of such damage or destruction, COUNTY shall have the right, at its option, to terminate the Lease effective as of the date the damage or destruction occurred.

C. In the event the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto is damaged or destroyed by any casualty and COUNTY determines, in its sole discretion, that COUNTY is unable to conduct its operations at the Premises as a result of such damage or destruction, the Monthly Rent and any other sums due under the Lease shall be abated in whole or in proportion to the Premises, Allocated Parking, or access thereto that are not usable by COUNTY to conduct its business, which abatement shall commence on the date the damage or destruction occurred and shall continue until the date the such damage or destruction is fully restored. In the event undamaged space is available in the Building, LANDLORD shall provide COUNTY with temporary space during the restoration period at no cost to COUNTY.

22. **CONDEMNATION.**

A. Notice. In the event the Property or any portion thereof is taken under the power of eminent domain by a condemning authority or voluntarily transferred to such authority under the threat of the exercise of said power ("Condemnation"), within five (5) days of its receipt of a notice of Condemnation from a condemning authority ("Condemnation Notice"), LANDLORD shall provide COUNTY with a copy of said notice.

B. Total. In the event the entirety of Premises, the Allocated Parking, the Building the Property, or COUNTY's access thereto, is taken by Condemnation, the Lease shall terminate as of the date the condemning authority takes title or possession, whichever first occurs.

C. Partial. In the event that any portion of the Premises, the Allocated Parking, the Building, the Property, or COUNTY's access thereto, is taken by Condemnation and COUNTY determines, in its sole discretion, that COUNTY is unable to conduct its operations at the Premises as a result of such partial taking, COUNTY shall have right, at its option, to terminate the Lease by providing LANDLORD with notice to be given within thirty (30) days after COUNTY's receipt of the Condemnation Notice from LANDLORD, or if LANDLORD fails to provide COUNTY with a Condemnation Notice, within thirty (30) days after the date the condemning authority takes possession. If COUNTY does not exercise its right to terminate the Lease as provided herein, the Lease shall continue in full force and effect, except that if a portion of the Premises was taken, the Premises shall be reduced by the portion taken and the Monthly Rent and any other sums due under the Lease shall be reduced in the same proportion as the floor area of the Premises taken bears to the original floor area of the Premises and if the Allocated Parking, COUNTY's access, or other portions of the Property affecting COUNTY's use of the Premises was partially taken, the Monthly Rent and other sums due shall be equitably adjusted. In addition, LANDLORD shall within thirty (30) days make all repairs or alterations to the Premises, Building, and Property required as a result of the Condemnation to restore the remaining portions thereof to substantially the same conditions as existing immediately prior to the Condemnation and in accordance with the provisions of the Lease.

D. Awards. COUNTY shall be entitled to receive the following amounts of any award for the taking of the Premises or any portion thereof under Condemnation, whether from LANDLORD or by separate claim to the condemning authority, with COUNTY having the right to negotiate directly with the condemning authority for such award,: (i) one hundred percent (100%) of any amount attributable to any excess of the market value of the Premises for the remainder of the Lease Term over the present value as of the date the Lease is terminated of the Monthly Rent payable for the remainder of the Lease Term (commonly referred to as the "bonus value" of the Lease); (ii) the amortized or undepreciated value of any Improvements and trade fixtures owned by COUNTY and the removal and relocation costs of such Improvements and trade fixtures; (iii) relocation costs; (iv) loss of goodwill, and (v) any other permitted under condemnation law.

23. **LANDLORD'S DEFAULT.** Except where another time period is specifically provided, LANDLORD shall be in default of the Lease if LANDLORD fails or refuses to perform any material provisions of the Lease and such failure or refusal to perform is not cured within thirty (30) days following LANDLORD's receipt of written notice of default from COUNTY; provided however, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, LANDLORD shall not be in default of the Lease if LANDLORD commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith prosecutes such cure to

completion, provided that such completion shall not exceed sixty (60) days after LANDLORD's receipt of COUNTY notice.

24. **COUNTY'S REMEDIES ON LANDLORD'S DEFAULT.** COUNTY may, at any time after LANDLORD is in default beyond any applicable notice and cure period, terminate the Lease immediately upon written notice to LANDLORD without further liability. Alternatively, COUNTY may, at its option and in its sole discretion, after notice to LANDLORD, cure LANDLORD's default. If COUNTY elects to cure LANDLORD's default, LANDLORD shall reimburse COUNTY the sum actually expended by COUNTY (including but not limited to charges for COUNTY employees and equipment) in curing LANDLORD's default. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of COUNTY's invoice to LANDLORD along with documentation supporting the expended costs, and if paid at a later date, shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future Monthly Rent and other sums due the amount COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in the Lease.

25. **COUNTY'S DEFAULT.** The occurrence of any one or more of the following events shall constitute a material default of the Lease by COUNTY: (i) vacating or abandoning the Premises for more than thirty (30) consecutive days while Monthly Rent is concurrently in arrears; or (ii) failure by COUNTY to perform any material provisions of the Lease to be performed by COUNTY, including the payment of Monthly Rent, where such failure is not cured within thirty (30) days following COUNTY's receipt of written notice of default from LANDLORD; provided, however, if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, COUNTY shall not be in default of the Lease if COUNTY commences to cure the default within the thirty (30) day period and thereafter diligently and in good faith prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

26. **LANDLORD'S REMEDIES ON COUNTY'S DEFAULT.** LANDLORD may, at any time after COUNTY is in default beyond any applicable notice and cure period, exercise any and all remedies available pursuant to law or granted pursuant to the Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Monthly Rent or other sums due or otherwise declare any Monthly Rent or other sums due to be immediately payable. Each and every covenant hereof to be kept and performed by COUNTY is expressly made a condition and upon the default thereof LANDLORD may, at its option, terminate the Lease, provided that LANDLORD shall use reasonable efforts to mitigate its damages. In the event of such default beyond any applicable notice and cure period, COUNTY shall continue to remain liable for the payment of the Monthly Rent, other sums due, and/or damages for default of the Lease; in which case, such Monthly Rent, other sums, and/or damages shall be payable to LANDLORD only at the same time and in the same manner as provided for the payment of Monthly Rent.

27. **LANDLORD'S ENTRY TO PREMISES.** Upon not less than twenty-four (24) hours prior written notice to COUNTY and subject to Paragraph 32, LANDLORD and its authorized employees, contractors, and agents shall have the right to enter the Premises at all reasonable times during COUNTY's normal business hours, excluding any COUNTY holidays, for any of the following purposes: (i) to determine COUNTY's compliance with its obligations under the Lease; (ii) to perform any necessary maintenance, repair, and restoration of the Premises pursuant to

the Lease; (iii) to serve, post, or keep posted any notices required by law; and (iv) to post "for sale" signs at any time during the Lease Term or to post "for rent" or "for lease" signs during the last three (3) months of the Lease Term, provided such signs do not unreasonably interfere with the conduct of COUNTY operations. LANDLORD's entry shall be made in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

28. **SURRENDER**. Upon the expiration or earlier termination of the Lease, COUNTY shall surrender the Premises in as good a condition as received on the Commencement Date, excluding reasonable wear and tear, LANDLORD's obligations pursuant to the Lease, casualty damages, and the removal of the Improvements and any other improvements or alterations in accordance with the Lease. In the event, COUNTY has pre-paid any Monthly Rent or other sums for the Premises, LANDLORD shall, within thirty (30) days after the expiration or earlier termination of the Lease, return to COUNTY any unearned Monthly Rent or other sums.

29. **ESTOPPEL CERTIFICATES**. In the event of a sale or financing of the Property by LANDLORD or an assignment of the Lease or leasehold financing by COUNTY, the LANDLORD or COUNTY, as the case may be, shall execute an estoppel certificate to the requesting party's purchaser, assignee, or lender, as the case may be, which estoppel certificate shall substantially be in the form of Exhibit "E", attached hereto and incorporated herein, to confirm those certain terms of the Lease. COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute an estoppel certificate substantially in the form of Exhibit "E".

30. **SUBORDINATION AND ATTORNMENT**.

A. As a condition precedent to COUNTY's obligations under the Lease, LANDLORD shall obtain from each holder of a lien or encumbrance on the Premises which is senior to the Lease either an executed recordable subordination agreement which subordinates such lien or encumbrance to the Lease, or a non-disturbance agreement, substantially in the form of the attornment provisions in Exhibit "F", attached hereto and incorporated herein by reference.

B. If, after execution of the Lease, a subsequent lienor requires that the Lease be subordinate to any such encumbrance, the Lease shall be subordinate to that encumbrance if, and only if, LANDLORD first obtains from the subsequent lienor an executed subordination, non-disturbance, and attornment agreement ("SNDA"), substantially in the form of Exhibit "F". COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a SNDA substantially in the form of Exhibit "F".

31. **PUBLIC RECORDS DISCLOSURE**. LANDLORD acknowledges and agrees that all information received by COUNTY from LANDLORD or any source concerning the Lease or the Property, including the Lease itself, may be treated by COUNTY as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 et seq.), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). LANDLORD further acknowledges and agrees that, although all information received by COUNTY in connection with the Lease or the Property are intended for the exclusive use of COUNTY, such information is potentially subject to disclosure under Public Records Laws. In the event LANDLORD, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the Lease or the Property be held in confidence and a request for disclosure of such information is thereafter received by COUNTY, COUNTY shall endeavor to notify LANDLORD of said request and shall thereafter disclose the requested information unless LANDLORD, within five (5) days of COUNTY's notice of such disclosure request: (i) requests that the information not be

disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in COUNTY's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the Lease, if COUNTY does not notify LANDLORD of such disclosure request or if COUNTY does not deem LANDLORD's basis for nondisclosure to be legally sufficient, as determined by COUNTY in its sole discretion, COUNTY shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and LANDLORD waives any and all such claims against COUNTY. LANDLORD's indemnity obligation shall survive the expiration or earlier termination of the Lease.

32. **CONFIDENTIALITY.** LANDLORD acknowledges that the Premises will be used by COUNTY for the processing and storage of confidential information that is protected from unlawful access and disclosure by municipal, county, state, and federal laws ("Confidential Information"). LANDLORD and its officers, agents, volunteers, employees, contractors, and any third parties under LANDLORD's control (including, but not limited, to property management and maintenance providers) hereby agree to comply with all applicable municipal, county, state, and federal laws pertaining to the security and protection of Confidential Information and will prevent and not permit any unlawful access to or disclosure of Confidential Information when entering the Premises as permitted by the Lease. Prior to any permitted entry of the Premises, except in the event of a life-threatening emergency or an imminent and substantial destruction of the Premises, LANDLORD and its officers, agents, volunteers, employees, contractors and any third parties under LANDLORD's control shall: (i) provide not less than twenty-four (24) hours prior written notice of its desired entry; (ii) enter only during COUNTY's normal business hours; (iii) be escorted by COUNTY during its entry; and (iv) remain in the Premises only for so long as reasonably necessary to complete LANDLORD's obligations under the Lease. Should it be necessary for LANDLORD to enter the Premises due to a life-threatening emergency or imminent and substantial destruction of the Premises, LANDLORD and its agents, volunteers, employees, contractors, and any third parties under LANDLORD's control shall: (a) immediately notify COUNTY of such entry, (b) remain in the Premises only for so long as reasonably necessary to abate such emergency or destruction, and (c) upon departure, secure the Premises in the same manner as the Premises were secured upon entry, (i.e., arming alarm system and locking entry points). During any permitted entry of the Premises, LANDLORD and its officers, agents, volunteers, employees or any third parties under LANDLORD's control shall not access, disclose, or remove any Confidential Information from the Premises, including but not limited to, access of file cabinets, locked storage rooms, and desks. Any entry of the Premises that does not comply with the requirements of this paragraph is unauthorized. LANDLORD agrees to include the entry requirements contained in this paragraph in its agreements with all third-party providers who may enter the Premises. LANDLORD acknowledges that any unlawful access to or disclosure of Confidential Information may result in the imposition of civil and criminal sanctions

33. **FORMER COUNTY OFFICIALS.** LANDLORD has set forth on Exhibit "G" of the Lease certain information on former COUNTY administrative officials (as defined below) who are employed by or represent LANDLORD. The information provided includes a list of the full names of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates, or members of LANDLORD. The information should also include the title/description of the official's last position with COUNTY, the date the official terminated COUNTY employment, the official's current employment and/or representative capacity with LANDLORD, and the date the official entered LANDLORD's employment and/or representation. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY

Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

34. **MATERIAL MISREPRESENTATION.** If during the Lease Term, COUNTY determines that LANDLORD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, COUNTY shall have the right, at its option, to terminate the Lease with immediately effect; in which case, COUNTY shall be entitled to pursue any available remedies under the Lease, at law, or in equity.

35. **NOTICES.**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, including but not limited to, notices required under the California unlawful detainer statutes, or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified, or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the addresses set forth in the Basic Lease Provisions. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered; (ii) the date of delivery if such notice is delivered by a reputable overnight courier service; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified, or registered, return receipt requested. Any notices received after 5 pm local time on a business day shall be deemed delivered on the following business day.

B. If, at any time after the Commencement Date, LANDLORD intends to transfer its ownership interest (whether controlling or non-controlling) in the Property to a third party, LANDLORD shall notify COUNTY of such transfer at least fifteen (15) COUNTY working days prior to completion of such transfer. In the event of a transfer of controlling interest in the Property, LANDLORD, and the new owner of the Property, as the successor landlord under this Lease, shall provide COUNTY with documentation evidencing the of completion of said transfer; in which case, the successor landlord and COUNTY shall enter into a written amendment to reflect the name of the successor landlord as the LANDLORD under this Lease. In addition, the successor landlord shall, within five (5) days of acquiring the Property, provide COUNTY with documentation evidencing that it has obtained insurance in compliance with Paragraph 19, INDEMNIFICATION and Paragraph 20, INSURANCE REQUIREMENTS AND SPECIFICATIONS. The COUNTY's RESD Director shall have the authority on behalf of COUNTY to execute a COUNTY standard amendment to this Lease with any successor landlord solely for the purposes of reflecting the name of the successor landlord as the LANDLORD and its notice address under this Lease. The successor landlord acknowledges and agrees its execution of such COUNTY standard amendment is a pre-requisite for Rents under this Lease to be paid to the successor landlord.

36. **BROKER'S COMMISSIONS.** LANDLORD is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with the Lease and shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims,

actions, losses, damages, and/or liability arising out of or related to LANDLORD's default of this obligation. LANDLORD's indemnity obligation under this Lease shall survive the expiration or earlier termination of the Lease.

37. **ATTORNEYS' FEES AND COSTS.** If any legal action is instituted to enforce or declare a Party's rights hereunder, each Party, including the prevailing Party, must bear its own attorneys' fees and costs. This paragraph shall not apply to those attorneys' fees and costs directly arising from any third-party legal action against COUNTY, including such attorneys' fees and costs payable under Paragraph 13, HAZARDOUS SUBSTANCES, Paragraph 19, INDEMNIFICATION, Paragraph 31, PUBLIC RECORDS DISCLOSURE; and Paragraph 32, CONFIDENTIALITY.

38. **NO PARTNERSHIP.** Neither Party shall, in any way or for any purpose, become a partner of the other Party in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the other Party as a result of execution of the Lease.

39. **BINDING EFFECT.** The Lease is binding upon and inures to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators.

40. **JOINT AND SEVERAL LIABILITY.** In the event that one or more individuals and/or entities comprise LANDLORD, all obligations of each individual and/or entity named as LANDLORD under the Lease are joint and several and may not be waived or apportioned except by written consent of COUNTY. COUNTY may recover monies due or remedies available from any one or all individuals and/or entities named as LANDLORD under the Lease at COUNTY's sole option.

41. **SURVIVAL.** The obligations of the Parties that, by their nature, continue beyond the term of the Lease, will survive the expiration or earlier termination of the Lease.

42. **QUIET ENJOYMENT.** Provided that COUNTY is not in default beyond any applicable notice and cure periods, COUNTY shall, at all times during the Lease Term, have quiet and peaceful possession and enjoyment of the Premises against any persons claiming by, through or under LANDLORD or any third parties.

43. **TIME OF ESSENCE.** Time is of the essence of each provision of the Lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

44. **CONSENT.** Unless otherwise expressly provided otherwise in the Lease, whenever consent or approval of either Party is required, that Party shall not unreasonably withhold, condition, or delay such consent or approval.

45. **INTERPRETATIONS.** As the Lease was jointly prepared by the Parties, the language in all parts of the Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

46. **HEADINGS.** The headings of any paragraphs, sub-paragraphs, table of contents, and cover page of the Lease are for convenience and reference only and shall have no effect on its interpretation.

47. **PROVISIONS ARE COVENANTS AND CONDITIONS.** All provisions, whether covenants or conditions, on the part of either Party shall be deemed to be both covenants and conditions.

48. **LAW.** The Lease shall be governed by and construed in accordance with the laws of the State of California.

49. **VENUE.** The parties acknowledge and agree that the Lease was entered into and intended to be performed in the County of San Bernardino, California. The parties agree that the venue for any action or claim brought by any party to the Lease will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning the Lease, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

50. **EXHIBITS.** All exhibits referred to in the Lease are attached hereto and incorporated herein by reference.

51. **ENTIRE AGREEMENT.** The Lease contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral, or written, of any nature whatsoever with respect to the subject matter hereof.

52. **AMENDMENTS.** The Lease shall not be amended or modified except by written agreement executed by the Parties.

53. **WAIVERS.** No waiver by either Party of any provisions of the Lease shall be effective unless given in writing by such Party and a waiver given in one instance shall not be deemed to be a waiver of any other provision hereof or of any subsequent default by either party of the same or any other provisions.

54. **SEVERABILITY.** If any word, phrase, clause, sentence, paragraph, section, article, part, or portion of the Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of the Lease or any other portion thereof.

55. **COUNTERPARTS.** The Lease may be executed in counterparts with the same effect as if the Parties hereto had executed the same document, and all such counterparts together shall constitute a single document.

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56. **AUTHORIZED SIGNATORS:** The Parties to the Lease represent that the signators executing this document are fully authorized to enter into this agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Lease to be executed.

COUNTY:
SAN BERNARDINO COUNTY

**LANDLORD: DRC 17 MOUNTAIN
VIEW, LP**, a Delaware limited liability
partnership

**By: DRC CBC 5 GP , LLC, a Delaware
limited liability company, its General
Partner**

By: _____
Curt Hagman, Chairman
Board of Supervisors

By: _____
Owen Frost

Title: Authorized Signatory

Date: _____

Date
: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL,
Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng, Deputy County
Counsel

Date: _____

EXHIBIT "B"

IMPROVEMENT WORK LETTER

Concurrently with the execution of this Improvement Work Letter, LANDLORD and COUNTY have entered into the Lease for the Premises. All terms not defined herein have the same meaning as set forth in the Lease. To the extent applicable, the provisions of the Lease are incorporated herein by this reference.

1. LANDLORD shall, at its sole cost and expense, construct the improvements ("Improvements") at the Premises and, if applicable, at the Building and the Property in accordance with Exhibit "B" and the plans and specifications set forth on Exhibit B-1, Exhibit "B-2" Depiction of Improvements, Exhibit "B-3" Depiction of Premises Flooring & Painting Plan, and Exhibit "B-4" Additional Improvement Specifications, each attached hereto and incorporated herein by reference (collectively, the "Improvement Specifications"), this Improvement Work Letter, and the Lease, including but not limited to Paragraph 12, LEGAL COMPLIANCE, provided that the Total Improvement Cost (as later defined) shall be amortized on a straight-line basis over the Amortization Period and the resulting Monthly Amortized Improvement Payment amount shall be payable monthly along with Monthly Rent in accordance with Paragraph 4.B of the Lease. The parties hereby acknowledge and agree that the cost for the Improvements is \$1,904,830.00, which is LANDLORD's cost to complete the Improvements work set forth in Exhibit B and Exhibits B-1, B-2, B-3, and B-4 in accordance with this Lease, this Improvement Work Letter, and the Lease ("Total Improvement Cost"). The parties agree to execute an Improvement Date Completion Certificate to confirm the Monthly Amortized Improvement Payment in accordance with Paragraph 4.B of the Lease. LANDLORD shall be responsible, at its sole cost and expense, for any costs to complete the Improvements in accordance with the Improvement Specifications, this Improvement Work Letter, and the Lease that exceed the Total Improvement Cost unless the parties agree to additional work (other than any County Change Orders) that would result in an increase the Total Improvement Cost; in which case, the parties shall enter into a formal amendment to this Lease prior to the LANDLORD incurring any increased cost and prior to LANDLORD's commencement any associated work. Notwithstanding anything to the contrary, if the Improvements require additional government required code-compliance work not included in Exhibit B-4 and the parties, cooperating in good faith, are unable to agree to modifications that do not materially impact the Improvements to eliminate the need for such additional work, LANDLORD shall at its sole cost and expense shall pay for the cost of such work not to exceed \$20,000 and any cost in excess of \$20,000 shall be added to the Total Improvement Cost and shall be amortized over the remaining term of the Lease, provided that if such additional work could have been reasonably anticipated by LANDLORD or its contractors based on then current laws and regulations for the Improvements and/or was not caused by the acts or omissions of LANDLORD and its contractors then all costs for such additional work shall be at LANDLORD's sole cost without inclusion in the Total Improvement Cost. In the event of any conflict between the Exhibit "B-4", attached hereto and made a part hereof and the plans and specifications set forth on Exhibits B-1, B-2, and B-3, the plans and specifications set forth on Exhibit B-1, B-2, and B-3 shall control. In the event of any conflict between the Exhibits B-1, B-2, and B-3, Exhibits B-1 shall control over Exhibits B-2 and B-3.

2. LANDLORD shall, at its sole cost and expense, furnish all of the design, material, labor and equipment required to construct the improvements and shall apply for and obtain, all permits, licenses, certificates, and approvals necessary for the construction of the Improvements. LANDLORD shall provide all site plans for the Premises, the Building, and the Property, including Building elevations and exterior finishes, space design plans, construction plans, and a complete

set of the bid drawings and specifications. The bid drawings shall be provided to COUNTY on reproducible transparent vellum with the architect's/engineer's professional stamp and signature and on a compact disc-recordable (CD-R) in an Adobe Acrobat file format (.pdf file extension) and on AutoCAD software (.dwg file extension). The plans and specifications for the Improvements shall be submitted as a reproducible hardcopy and copied on a CD-R with formats compatible with Microsoft Word.

3. LANDLORD shall not modify the Improvements, including any additional government required code-compliance work not included in B-4, without obtaining the prior written consent of the COUNTY's RESD real property agent, as the authorized COUNTY agent for the Improvements and paid in accordance with Paragraph 1 above. In the event LANDLORD makes any modifications to the Improvements without COUNTY's prior written consent, COUNTY shall have no liability for any costs incurred and LANDLORD shall be solely responsible for said costs and for any costs incurred to return the affected portion of the Improvements to its original specifications. During construction of the Improvements, if COUNTY's authorized COUNTY RESD representative proposes any modifications to or additional work that are not set forth in Exhibit "B-1", Improvement Specifications, Exhibit "B-2" Depiction of Improvements, Exhibit "B-3" Depiction of Premises Flooring & Painting Plan, and Exhibit "B-4" Additional Improvement Specifications, LANDLORD shall, prior to commencing any proposed work, promptly provide pricing and schedule impacts to COUNTY for the proposed work. If the parties mutually agree to proceed with the proposed modification or additional work to the Improvements ("COUNTY Change Order Work"), the authorized representatives of the Parties shall execute a change order document ("COUNTY Change Order") setting forth the agreed specifications, costs, and schedule impact, if any, for the COUNTY Change Order Work and LANDLORD shall promptly complete said COUNTY Change Order Work. In addition to the cost of the COUNTY Change Order Work, COUNTY shall pay LANDLORD an administrative fee calculated at ten percent (10%) of the cost of the COUNTY Change Order Work. Upon LANDLORD's Substantial Completion of the COUNTY Change Order Work, subject to latent defects and the representations, warranties, and provisions of the Lease. COUNTY shall pay LANDLORD for the COUNTY Change Order Work by separate purchase order (and not by additional amortization into the rent) within ninety (90) days after COUNTY's receipt of an itemized invoice, proof of payment, lien releases, and any other documents requested by COUNTY for the COUNTY Change Order Work, provided that such payment shall in no event be due prior to the Improvement Completion Date. The authorized COUNTY RESD real property agent may process one or more COUNTY Change Orders in accordance with this Paragraph 3, provided that, notwithstanding anything to the contrary in the Lease or this Improvement Work Letter, the cumulative total of all agreed COUNTY Change Orders shall not exceed \$45,000.00. Any proposed COUNTY Change Order(s) that cause the cumulative total of all agreed COUNTY Change Orders to exceed \$45,000.00 shall be processed by a mutually agreed amendment to the Lease that is executed by the parties.

4. In the event LANDLORD contracts for the construction of the Improvements or any portion thereof, LANDLORD shall comply with the provisions of the California Public Contract Code 22000 through 22045 regarding bidding procedures and Labor Code Section 1720.2 and 1770 et seq. regarding general prevailing wages, including, but not limited to, those requirements set forth on Exhibit "H", attached hereto and incorporated herein by reference. LANDLORD shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and contractors from any and all claims, actions, losses, damages and/or liability arising out of or related to the obligations set forth in this paragraph. LANDLORD's indemnity obligations shall survive the expiration or earlier termination of the Lease and such obligations shall not be limited by the existence or availability of insurance.

5. Following the mutual execution of the Lease, Landlord shall promptly and diligently proceed with the construction of the Improvements and use reasonable speed, diligence, and good faith efforts to Substantially Complete the Improvements on or prior to the Projected Improvement Completion Date of twenty (20) months following the Commencement Date. All Improvements construction shall be conducted at a time after COUNTY Regular Business Hours when COUNTY staff is not present in the Premises. The Improvements shall be deemed "Substantially Complete" and the Improvement Completion Date shall take effect on the occurrence of all of the following: (i) LANDLORD has substantially completed the Improvements in accordance with the Specifications, subject only to minor punch-list items as mutually agreed by the Parties; (ii) COUNTY's receipt of a certificate of occupancy for the Premises, and if applicable, the Building and the Property, issued by all relevant governmental authorities; and (iii) written acceptance by an authorized agent of COUNTY for the Improvement for COUNTY's intended use, subject to latent defects and the representations, warranties, and provisions of the Lease.

6. All punch-list items shall be completed by LANDLORD within thirty (30) days after the Improvements are Substantially Completed. In the event that LANDLORD fails to complete said punch-list items within said thirty (30) days and the Improvement Completion Date has occurred, for the period of time from the Improvement Completion Date through the time that the punch-list items are all completed, COUNTY shall only pay eighty percent (80%) of the Monthly Rent and other sums due under the Lease with the remaining twenty percent (20%) of the Monthly Rent and other sums due to accrue but shall not be paid to LANDLORD until all such punch-list items have been completed and agreed by COUNTY. If COUNTY withholds Monthly Rent or other sums due under this paragraph, COUNTY shall not be in default of the Lease and no interest or service charges shall be added to the amounts due LANDLORD upon completion of the punch-list items.

7. In order to meet the Projected Improvement Completion Date, the Parties agree on the following schedule for each of the construction milestones.

<u>Milestones</u>	<u>Projected Milestone Completion Date</u>	<u>Critical Milestone Completion Date</u>
Preparation and submittal of Building and site plans to the City of Loma Linda ("City")	N/A	N/A
Approval and permit Issuance of Building and site plans by City agencies	N/A	N/A
Lot split approval	N/A	N/A
Improvement plan preparation and submittal to City of Loma Linda	2 months after Commencement Date	2 months, 15 days after Commencement Date
Permit Issuance for Improvements	9 months after Commencement Date	9 months, 15 days after Commencement Date

Site work and Building construction	13 months after Commencement Date	13 months, 15 days after Commencement Date
Improvements Substantially Completed – Projected Improvement Completion Date	20 months after Commencement Date	20 months, 15 days after Commencement Date

8. LANDLORD shall provide COUNTY with a written progress report every thirty (30) days during the construction of the Improvements. The report shall contain the most current information regarding progress, completions, and delays for each milestone of the construction schedule. LANDLORD shall further provide COUNTY with written notice upon LANDLORD's completion of each milestone of the above construction schedule. COUNTY and its representatives shall be given reasonable notice of and may attend all project meetings, including all design review meetings and construction meetings. At COUNTY's option, Landlord shall meet with COUNTY monthly (or more frequently if reasonably required by COUNTY) to provide detailed progress reports.

9. LANDLORD acknowledges and agrees that its failure to meet any of the above Projected Milestone Completion Date(s) will mean that LANDLORD will not be able to deliver the Premises with all Improvements Substantially Completed by the Projected Improvement Completion Date of twenty (20) months after the Commencement Date. LANDLORD further acknowledges and agrees that late delivery to COUNTY of the Premises with all Improvements Substantially Completed will cause COUNTY to incur costs not contemplated by the Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if LANDLORD fails to deliver the Premises with all Improvements Substantially Completed by the Projected Improvement Completion Date of twenty (20) months after the Commencement Date (subject to day for day delay caused by COUNTY failure to provide access to the affected portion of the Premises in accordance with Section I, Paragraph N of the Lease to LANDLORD for completion of the Improvements) and such failure continues for more than fifteen (15) days after written notice from LANDLORD to COUNTY and/or delay caused by unavailability or shortage of labor or materials/supplies needed to complete LANDLORD's scope of work so long as LANDLORD provides written notice to COUNTY at the time such unavailability or shortage occurs and such unavailability or shortage is not caused by or within the control of LANDLORD or its contractors and comparable substitutes, subject to COUNTY review and approval of the supporting documentation, are not available to timely complete the Improvements [collectively, "COUNTY Delays"), LANDLORD agrees to provide a rent credit to COUNTY as liquidated damages in the amount of Two Hundred and 00/00 Dollars (\$200.00) for each day of delay, commencing on the day immediately following the Projected Improvement Completion Date until the day the Improvement Completion Date actually occurs. The parties agree that this amount for liquidated damages represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late delivery. Acceptance of any amount of liquidated damages shall not constitute a waiver of LANDLORD's default or prevent COUNTY from exercising any of the other rights and remedies available to COUNTY at law or in equity.

10. In the event that LANDLORD fails to meet any of the above Projected or Critical Milestone Completion Date(s) or does not deliver the Premises with all Improvement Substantially Completed by Twenty (20) Months after the Commencement Date ("Outside Improvement Completion Date") (subject to COUNTY Delays), in addition to the rights in Paragraph 9 of this

Exhibit B, COUNTY shall have the right to elect to terminate the Lease upon written notice to LANDLORD; in which event, neither Party shall have any further obligations to the other (with COUNTY to have no obligation to reimburse LANDLORD for any costs incurred or associated with the Improvements), except for those obligations that expressly survive the termination of the Lease. In the event that COUNTY elects to so terminate the Lease, COUNTY's election shall be in writing and shall be given after the subject Projected Milestone Completion Date or, Critical Milestone Completion Date has been missed but prior to LANDLORD's completion of the subject milestone completion and LANDLORD's notification of the same to COUNTY.

11. Notwithstanding Paragraphs 6, 7, and 8 of this Improvement Work Letter, in the event LANDLORD, after exercising all due diligence, is unable to meet any of the above mentioned Projected or Critical Milestone Completion Dates or the Projected Improvement Completion Date due to reasons directly caused by COUNTY, then the Projected or Critical Milestone Completion Dates or the Projected Improvement Completion Date or the Outside Improvement Completion Date shall be extended for a period equivalent to the period of such delay, provided that as soon as LANDLORD becomes aware or should in the exercise of due diligence have become aware of any facts or circumstances that may or will cause such a delay, LANDLORD shall immediately provide written notice to COUNTY of any such delay or anticipated delay. In the event LANDLORD fails to timely notify COUNTY in writing of any such delay or anticipated delay, the provisions of this Paragraph 11 shall not apply to such delay or anticipated delay and the Projected or Critical Milestone Completion Dates or the Projected Improvement Completion Date or the Outside Improvement Completion Date shall remain unmodified.

12. Until the Improvements are Substantially Completed and all minor punch-list items have been completed, LANDLORD understands and agrees that LANDLORD shall not sell the Property, assign the Lease, or transfer a controlling interest in LANDLORD person or entity or the Premises to a third party ("Transfer") without COUNTY's prior review and written approval. In the event LANDLORD desires to make a Transfer, LANDLORD shall submit a written request to COUNTY along with all relevant documents regarding the proposed Transfer to COUNTY for its review and consent. COUNTY's consent shall be deemed denied in the event COUNTY does not respond to LANDLORD's Transfer request. In the event COUNTY consents to LANDLORD's Transfer request, the Parties shall execute an amendment to the Lease to confirm the Transfer.

13. Reserved.

14. For a period of two (2) years from Improvement Completion Date, the Improvements shall be warranted by Landlord against defects in design, materials, and workmanship. Without limiting Landlord's repair obligations to the extent expressly set forth in the Lease, Landlord shall, at Landlord's expense, promptly repair or replace any such defective Improvement evidenced by written notice from County to Landlord within such two (2) year period

15. During the Lease Term, LANDLORD warrants the Improvements against all latent defects and the failure of the Improvements to be completed in accordance with the plans and specifications. The warranties set forth in Paragraph 14 and Paragraph 15 herein cover all design, labor, materials, and equipment required to perform any required repairs or other remediation resulting from the breach of any such warranty. Upon and following the Improvement Completion Date, LANDLORD shall enforce for the benefit of County all such warranties and guarantees relating to the Improvements and all equipment and building systems comprising a portion of the Improvements. LANDLORD's failure to honor any such warranty made by LANDLORD shall be a default by LANDLORD under the Lease.

IN WITNESS WHEREOF, LANDLORD and COUNTY have caused this Improvement Work Letter to be duly executed by their authorized representatives as of the date of the Lease.

COUNTY:
SAN BERNARDINO COUNTY

**LANDLORD: DRC 17 Mountain View,
LP, a Delaware limited liability
partnership**

**By: DRC CBC 5 GP, LLC, a Delaware
limited liability company, its General
Partner**

By: _____
Curt Hagman, Chairman
Board of Supervisors

By: _____
Owen Frost

Title: _____
Authorized Signatory

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng, Deputy County
Counsel

Date: _____

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

**HUMAN SERVICES (COUNTY),
DEPARTMENT OF CHILD SUPPORT SERVICES
10417 Mountain View, Loma Linda**

GENERAL GUIDELINES:

This document is intended to be used as a reference for design professionals and a room by room list of improvements specific to the project to aid **LANDLORD** in estimating costs.

The **COUNTY** and **LANDLORD** both acknowledge that Exhibit "B-1" Improvements Design Standards and Specifications sets forth the **COUNTY'S** design standards and that only certain portions of the **COUNTY'S** design standards shall apply to the improvements to be constructed pursuant to the Room by Room list in Section 3.0.

On all items listed within **Exhibit "B-1"**, Improvements Design Standards and Specifications, **COUNTY** is to select and/or approve all finishes, colors, textures, types, models, styles, etc., used on the exterior and interior of the leased facility. Where "**COUNTY** approved color board" (**CACB**) is specified; only those materials and colors on the board may be used; any necessary substitutions must be approved by **COUNTY**. Where a brand name product is indicated, it shall be that brand name identified or a **COUNTY** approved equal. Any existing building conditions that do not meet the specifications of **EXHIBIT "B-1"** must be noted and approved as acceptable by the **COUNTY**. **LANDLORD** is to coordinate and provide for all health, Americans with Disabilities Act (ADA), building, safety, and fire requirements pursuant to all local, county, state and federal codes. Any required permitted construction drawing set/s is to be provided at **LANDLORD'S** expense. In the event any specified item is discontinued on the open market, **LANDLORD** must notify **COUNTY** to seek approval for an alternate product.

Abbreviations:

AP1	-	Acoustical ceiling panels
CACB	-	COUNTY approved color board
C#	-	Carpet tiles (standard and upgraded, 5 different colors)
C1	-	Shaw 9x36, Transform/Wild Flora and Observe/Wild Flora
C2	-	Shaw 18x36, Agate Galena
C3	-	Shaw 9x36, Written Listen
C4	-	Shaw 9x36, Translate Listen
CT1	-	Glazed porcelain floor tile (lobby)
CT2	-	Glazed ceramic wall tile (restroom)
CT3	-	Glazed ceramic wall tile (accent)
CT4	-	Glazed porcelain floor tile (restroom/janitor)
P1	-	Low Sheen/Eggshell
P2	-	Low sheen/Eggshell (accent)
P3	-	Low sheen/Eggshell (accent)
P4	-	Semi-gloss
VCT	-	Vinyl composition tile flooring

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- L#** - Luxury vinyl tile plank flooring
- L1** - Shaw 6x48, Terrain II 20mil Root
- L2** - Shaw 7x47, Abide Anise Oak
- SV** - Sheet vinyl
- B1** - 4" Rubber Base, Shaw 148VS Flint 00790 or County approved equivalent.
- B2** - 4" Rubber Base, Shaw 148VS Agate 00780 or County approved equivalent.
- WF** - Walk-off flooring

1.0 CONSTRUCTION GUIDELINES

1.1 CEILINGS:

- a. 2' x 4' suspended acoustic ceiling with exposed ceiling tile tee systems, white. Fire rated system in areas required by applicable building codes.
- b. Ceiling height to be nine feet (9'-0"), unless otherwise specified.
- c. Three-fourths inch (3/4") thick Armstrong #1811 Fine Fissured High NRC acoustical ceiling panels, (**AP1**), NRC range 0.70, color - white.

1.2 LIGHTING:

- a. 2' x 4' drop-in fixtures or as allowed by current Energy Codes. Lighting must meet all Building Codes applicable to commercial office buildings. All rooms to have separate lighting controls (switches or light sensors).
- b. Lighting fixtures must run parallel of work surfaces or shelving units in storage rooms. All reflected ceiling plans (light fixture locations) must be reviewed and coordinated with the modular furniture vendor and approved by the **COUNTY**.
- c. Provide additional emergency lighting for all restrooms and exit passages per local code approval. If lighting fixtures are utilized for emergency battery back-up lighting purposes, they must be marked by dots (no larger than 1/4") or equivalent for easy identification. Dots must be able to be seen from floor level.
- d. All light switches that control lighting in lobbies or open work area are to be ganged together in the adjacent lobbies or open work areas. No light switches are to be located in areas used by the public.
- e. Lighting controls should be located convenient to the designated employee entrance.
- f. Locations of all light switches are to be approved by **COUNTY**.
- g. **LANDLORD** will be responsible for compliance with Title 24 including controlled electrical connection to **COUNTY** provided system furniture, per applicable energy code/s.

1.3 AIR CONDITIONING:

- a. The facility HVAC system shall be zone controlled properly to provide an even comfortable temperature throughout the facility as defined by the Mechanical

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Engineering Standards, unless noted otherwise. **COUNTY** is to approve HVAC control locations.

- b. **LANDLORD** shall provide the **COUNTY** with a copy of any air and hydraulic balance report from a "third party" firm duly licensed to inspect and certify the performance of the HVAC and hydraulic systems.
- c. **LANDLORD** shall make any adjustments, repairs or replacement of equipment necessary to achieve an even comfortable temperature and even water flow in all areas of the structure as to maintain the Mechanical Engineering Standards.
- d. Air conditioning supply register: Shall be a two-way adjustable type if by a wall and four-way adjustable if in a room or open area. All registers are to be covered with tamper proof shields. Supply and return registers are to be approved by **COUNTY**.
- e. All rooms are to have ducted air conditioning supplies and returns. Except the Janitor, IDF and Telephone rooms.
- f. All main heating and air conditioning temperature controls shall be hard wired and placed in electrical room with hard wired remote sensors placed in the return air ducts or zone locations that are not accessible to tampering. All control locations are to be approved by **COUNTY**.
- g. Air conditioning requirements for the Telephone/Data Room are included in Exhibit "B-1" Section 2.0.

1.4 CEILING FANS:

- a. Ceiling fans are to be installed as noted on the floor plans and/or listed in the **Room-by-Room Section 3.0**.
- b. Fans are to be *Hunter-Douglas*, model 20736, white, 52" 5 blade, three speeds, white blades mounted down, or **COUNTY** approved equal, installed using short extension rod.
- c. Do not allow fan blade to be less than eight feet from floor unless otherwise approved by **COUNTY**.
- d. Switches to control fan on/off shall be installed by lighting controls or convenient to the fan.

1.5 WINDOW COVERINGS:

- a. Window coverings to be made of shade cloth material that will provide solar insulation to reduce glare and heat gain or horizontal or vertical blinds. Valance size to be consistent throughout facility. Product, material and design to be approved by **COUNTY**.

1.6 WALL CONSTRUCTION:

INTERIOR WALLS:

- a. The interior sides of all concrete or block walls are to be furred with a textured drywall finish. See **Room by Room Section 3.0**.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- b. All interior walls shall be constructed from floor to ceiling, at a minimum, unless otherwise noted and approved by **COUNTY**.
- c. All interior walls shall be drywall finished, both sides, unless otherwise noted and approved by **COUNTY**.

INSULATION/SOUNDPROOFING:

- a. All wall cavities around hallways, restrooms, private offices, breakrooms; meeting/conference rooms, lobby areas and any special areas as specified by **COUNTY** shall be completely filled with insulation to help reduce sound transmission.
- b. If walls in these areas do not extend above T-bar, sound tape must be installed between finished ceiling and top wall track.

1.7 WALL FINISHES:

TILE:

- a. See "**RESTROOM FACILITIES**" section or as noted on the floor plans and/or listed in the **Room-by-Room Section 3.0**.

PAINT:

- a. All interior walls shall be orange peel textured with one coat of primer. Apply color topcoats needed to match the selected color chip provided by manufacturer, with a minimum of two coats of paint, the final coat rolled on for a smooth finish.
- b. All paint shall be Dulux, Sinclair, or Dunn-Edwards.
- c. Paint colors (**P1**) Low sheen/Eggshell, (**P2**) Low sheen/Eggshell accent, (**P3**) Low sheen/Eggshell accent and (**P4**) Semi-gloss to be approved by **COUNTY**. Placement of accent **P2**, **P3** and Semi-gloss **P4** within the facility to be approved by **COUNTY**. All other painted walls will be **P1**.

1.8 NOT USED:

1.9 NOT USED:

1.10 FLOORING:

CARPET:

- a. High-density carpet squares (**C#, C1, C2, C3, C4**). Manufacturer, type, color and placement in facility to be approved by **COUNTY**. The **COUNTY** is requesting when able to move toward a no VOC carpet installation whenever possible.
- b. Installation to be as per manufacturer recommendations, using only manufacturer's approved adhesives and seam sealers as needed and as applicable to maintain manufacturer's warranty.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- c. Rubber base to be installed in all carpeted areas. Manufacturer, type, color and placement in facility to be approved by **COUNTY**. Installation to be as per manufacturer recommendations.

VINYL FLOOR:

- a. Vinyl composition tile (VCT): Manufacturer, type, color and placement to be approved by **COUNTY**. Refer to **Room-by-Room Section 3.0** for placement.
- b. Luxury vinyl tile planks (L#, L1, L2, L3): manufacturer, type, color and placement to be approved by **COUNTY**.
- c. Sheet vinyl, welded seam: manufacturer, type, color and placement to be approved by **COUNTY**.

PORCELAIN OR CERAMIC FLOOR TILE:

- a. Glazed floor tile (CT1) and (CT4) installed with a sanitary base to be of same manufacturer of tile selected. All flooring must meet ADA guidelines. Manufacturer, size, type, color, grout, and placement to be approved by **COUNTY**. (See: **RESTROOM FACILITIES** for additional tile requirements).

WALK-OFF FLOORING:

- a. When specified entry/exit door areas in carpeted rooms to have commercial walk-off carpet tiles installed in a minimum five foot square area in front of the door or as shown on plan. Material to be coarse solution dyed fibers sufficient to scrape and remove dirt, debris and moisture from foot traffic and resistant to fading from exposure to sunlight. Install per manufacturer's requirements using alternate adhesion method. Product, size and placement to be approved by **COUNTY**.
- b. When specified entry/exit door areas in tiled rooms to have a shallow recessed commercial walk-off carpet tiles or entrance floor mat system installed in a minimum five foot square area in front of the door(s) or as shown on plan. Material to include coarse solution dyed fibers sufficient to scrape and remove dirt, debris and moisture from foot traffic and resistant to fading from exposure to sunlight. Install per manufacturer's requirements using alternate adhesion method. Product, size and placement to be approved by **COUNTY**.

1.14 SIGNS:

INTERIOR:

- a. **LANDLORD** shall provide all Code required signs including, but not limited to, ADA, emergency evacuation and directional interior signage.
- b. When specified, room identification signage on glass to be self-adhering vinyl lettering. Size, font type, color and placement to be approved by **COUNTY**.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

EXTERIOR:

- a. If exterior signage/monuments are present **COUNTY** has first right of refusal/approval to use as representing the Department. **LANDLORD** will be responsible for design modifications, permits, fees and/or removal disposal costs.
- b. **LANDLORD** will provide exterior premises signage, as consistent with adjacent building/businesses, if applicable, and as approved by **COUNTY**.
- c. Raised, non-illuminated letters, monument type on stand-alone buildings, per City regulation and **COUNTY** approval.
- d. **LANDLORD** to provide building signage to have address and logo, **COUNTY** to approve logo design, (**COUNTY** to provide approved County branding/logo information packet).
- e. **LANDLORD** to provide entry door lettering: County name, agency name, and hours of operation and County "No Smoking" verbiage as allowed by jurisdiction and **COUNTY** approved.

1.15 CABINETRY:

- a. Unless otherwise noted, all exterior surfaces are to be of high-pressure laminate. All countertops to be of solid surface and/or high-pressure laminate with finished edges. If using high-pressure laminate materials the seams shall be placed and installed away from all water sources. Material and colors and shop drawings are to be approved by **COUNTY** prior to manufacturing.
- b. The inside of cabinets and drawers are to be completely lined with thermal fused material white in color.
- c. Unless otherwise noted, adjustable shelves in all cabinets, ¾" stock, thermal fused laminate material installed on all sides.
- d. Where water is present, countertop edges are to be elevated bull-nose or V-cap, with flat end trim. Counters in open areas must have rounded (radiused) corners.
- e. Heavy-duty hinges on all lower cabinets.
- f. ADA hardware on all cabinetry.
- g. 4" toe kick on all lower cabinets.

1.16 EMPLOYEE BREAKROOM/ CONFERENCE ROOM COFFEE BAR:

- a. Locking over-counter storage cabinets and locking under-counter storage cabinets and drawers with counter top per **Section 1.15**. Design and materials to be **COUNTY** approved.
- b. Counter top to be 34" finished height. Design and materials to be **COUNTY** approved.
- c. Soap and paper towel dispensers installed convenient to each sink and paper towel dispensers at each microwave, locations to be approved by **COUNTY**. Dispensers set at location and height to accommodate ADA requirements.
- d. Stainless steel double bowl sink, 36" wide, minimum of 7 ½" deep or at ADA requirements.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- e. ADA approved faucet set, deck mount, gooseneck spigot, stainless steel or chrome finish, washerless. Delta or **COUNTY** approved equal.
- f. Garbage disposal, minimum ½ h.p, In-Sink Erator or **COUNTY** approved equal.
- g. Water heater: Tankless, electric, under-counter. Set at 110 degrees, with a recirculating hot water loop to eliminate hot water wait times. Provide and install as needed to heat water at sinks and coffee station. **COUNTY** to approve selection.
- h. Space for 21 C.F. refrigerators with icemakers. Unit to be top freezer type. See **Room by Room Section 3.0** for quantities and project specific information. Plumbing connection for icemaker shall be recessed into wall, one per refrigerator.
- i. Space on counter top for 1 ½ C.F. microwave ovens. See **Room by Room Section 3.0** for quantities and project specific information.
- j. All water line connections from recessed valves to refrigerators and/ or coffee stations must be made by **LANDLORD** and deemed operational.
- k. All break rooms shall be designed to minimize the migration of food/cooking smells into the general open work areas. Designs to include the segregation of the break areas into the more utility portions of the building and separately zoning the AC as to not carry odors into other areas, and placing high-volume, quiet exhaust fan/s inside the room at the door exiting into the work area, wiring the fan to the lighting for continual operation.

1.17 DOORS AND DOOR HARDWARE:

- a. All door schedules and door hardware to be approved by **COUNTY**.
- b. All interior doors to be solid core. Acceptable manufacturer: Haley Bros. Color and finish to be approved by **COUNTY**.
- c. Schlage Heavy-Duty locksets are required and all lock functions are to be **COUNTY** approved, unless otherwise specified.
- d. Von Duprin 99 L-RH (LH for left side handle) 36" push bar panic device, 2060 finish shall be installed at all required panic bars locations. The Von Duprin electronic break away outer trim (L996E) shall be used with all panic devices prepared for the **COUNTY** card access system unless otherwise specified (see **Figure 2**). All other interior doors must have the Securitron UNL-24 electronic strike installed in the door frame where County card access is required. County will connect these card access components with a **COUNTY** approved vendor to a County owned card access system.
- e. Any interior or exterior door utilizing **COUNTY** installed card-access system must have data boxes installed, one in wall @ 42" from floor for all proximity card readers, closures and storeroom function locksets and fail-secure outer trim. See drawing for required conduit runs and data box installation locations (see **Figure 1**).
- f. Push plates and pull handles instead of doorknobs or lever handles on rest room entrance doors, except for privacy restrooms, or as described on the room-by-room specifications or/as allowed by code.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- g. All lockable doors must be pinned using a Grand Master hierarchy. **COUNTY** to approve all sub masters and change keys. A copy of the pinning charts must be submitted to the **COUNTY** with the keys for the facility.
- h. All hardware must meet local and ADA requirements.
- i. All exterior doors that lead into the lobby, hallways or any other work areas shall have a solid, waterproof overhead canopy extending at least 3' from the door with a width that covers the entire entrance area with overhead lighting below the canopy and above door.
- j. Door scope viewer: minimum 200 degree viewing angle. Install at all exterior employee entrance/exit doors. **COUNTY** to approve selection.

1.18 RESTROOM FACILITIES:

- a. All tile, grout, surface materials, and colors to be **COUNTY** approved.
- b. Installation of all components, fixtures and signage must comply with all applicable health, safety, and ADA codes.
- c. Floors: Glazed porcelain tile, 2" x 2", *American Olean* or *Daltile* (CT4). The sanitary base tile and trim to be of same tile selected.
- d. Walls: Glazed ceramic interior wall tile, 4 1/4" x 4 1/4", *American Olean* or *Daltile*, (CT2), tiled floor to ceiling with an accent tile (CT3) or feature strip. A sanitary base to be of same manufacturer of tile selected. Use small grout width on all walls.
- e. *Custom Building Products-Polyblend*, or *Hydromet Standard/Designer Series* grout. Tile and grout colors to be selected by **COUNTY**.
- f. Ceilings (hard lid): Semi-gloss paint color (P4). Apply per manufacturer's requirements. Color to be selected by **COUNTY**.
- g. Design: Recessed canned lighting over sink and cabinet, minimum of one (1) light per sink.
- h. Rimless under-counter sinks with countertop to be 34" finished height or wall mounted sink at single occupancy restrooms. Mirrors to be installed above counters centered on sinks. Size and locations to be approved by **COUNTY**.
- i. Sink faucets to be Sloan, Optima Systems sensor operated electronic hand washing faucet #EAF-200-ISM with transformer, and grid strainer drain assembly #ETF-460-A.
- j. Water heater: Tankless, electric, under-counter. Set at 110 degrees, with a recirculating hot water loop to eliminate hot water wait times. Provide and install in each employee restroom. **COUNTY** to approve selection.
- k. Non-ADA toilets to be Kohler Wellcomme K4350, white, with Olsonite No. 95 ComfortCurve plastic seat, white, Royal Model Flushometer #111 ES-S 1.6 gallon valves with hands free flushing plumbing feature.
- l. ADA toilets to be Kohler Highcliff K4368 with Olsonite No. 95 ComfortCurve plastic seat, white, and Royal Model Flushometer # 111 ES-S 1.6 gallon valves with hands free flushing plumbing feature.
- m. Urinals, white, Kohler Dexter K-5016-ET, with hands free flushing feature.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- n. Stall and urinal partitions are to be brushed Stainless Steel (graffiti resistant), **COUNTY** to approve selections. Stalls are to be floor mounted and overhead braced installed per manufacturer's specifications using manufacturer's hardware and fittings in brushed stainless steel finish. Urinal partitions are to be Mills, Model 5, installed using Mills GSA hardware, "Government flanged with Wing Bracket." Install stainless steel privacy strips to cover all stall gaps, including gaps at stall doors.
- o. Floor drains are to be located central to the stalls, out of the path of travel, under a partition. All floor drain P-Traps shall have a means of filling from a water primer device.
- p. Fixtures: minimum of one (1) hands free motion-activated single-towel dispenser per sink, one (1) soap dispenser per sink. Adequate number of trash bins, size, color and location to be determined and approved by **COUNTY**. In each women's restroom stall; sanitary napkin disposal container. In each stall: one (1) seat cover dispenser and multiple toilet paper roll dispenser, one (1) coat hook. Fixtures must be ADA compliant, sized to hold adequate supplies, and be approved by **COUNTY**.
- q. One (1) automatic air freshener per restroom, to be approved by **COUNTY**. Refills to be provided by **LANDLORD**.
- r. Exhaust fans are required in each restroom and should provide one (1) exchange every 10 minutes.
- s. Provide and install, per all manufacturers' guidelines, diaper changing tables in each public restroom: Diaper Deck manufactured by American Infant Care Products, Koala, Rubbermaid Commercial line, or **COUNTY** approved equal.
- t. All restrooms to have emergency back-up lights, **COUNTY** to approve design and manufacturer.

1.19 DRINKING FOUNTAIN:

- a. One (1) wall mounted filtered cooler with bottle filling station per floor, stainless steel. Bottle filling unit shall include electronic sensor for no-touch activation. Unit shall include: antimicrobial protected plastic components, pushbar activation, filter with visual monitor to indicate when replacement is necessary. Install per manufacturer's and ADA guidelines.
- b. Acceptable manufacturer: Elkay (see **Figure 6** for product specifications). **COUNTY** to approve model.
- c. **LANDLORD** is responsible for filter maintenance.

1.20 STORAGE:

- a. Shelf units, forms racks, and mail racks to be $\frac{3}{4}$ " thick thermal fused laminate on all exposed surfaces and firmly secured to the wall. All shelves and dividers are to be glued and either nailed or screwed to the sides, top, bottom, and back of the shelf unit, forms rack, or mail rack. The backs of all shelf units, forms racks, and mail racks are to be $\frac{1}{4}$ " thick finish grade plywood, painted with high gloss paint to match the melamine. Typical designs are

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

included in **Exhibit "B-1"** (see **Figure 3**). **COUNTY** to approve final layout and bin size designs.

1.21 ELECTRICAL CONNECTIONS:

- a. **LANDLORD** is responsible for all electrical connections from modular furniture systems to receptacle outlets as required per furniture plans.
- b. Large open work areas to have electrical "J" boxes above ceiling for modular furniture power pole connection. The **COUNTY** requires a minimum of a 3:1 ratio, three (3) cubicles per one (1) electrical 20 amp circuit. **COUNTY** will provide final furniture plan with total "J" boxes and circuits needed.
- c. **COUNTY** to approve all data/phone and duplex locations.

1.22 TELEPHONE / DATA ROOMS AND EQUIPMENT:

Specifications are included in **Exhibit "B-1" Section 2.0** and as shown on plans. **LANDLORD** is responsible for the following:

- a. Providing 3/4-inch conduit, with pull strings, stubbed out above the ceiling at all telephone/data jack locations. If the ceiling is not accessible for pulling cable, the conduit must home run to the nearest IDF location.
- b. Installing blank covers over all unused telephone/data outlets.
- c. Telephone and data equipment, lines, and jacks to be installed by **COUNTY**.

1.23 NOT USED

1.24 NOT USED

1.25 MAIL BOX:

- a. The **LANDLORD** is responsible for providing and installing a properly identified US mail box outside the building that will meet United States Postal Service requirements. Location must be approved by the local Post Master to ensure delivery of mail to this **COUNTY** facility. **COUNTY** to approve size of mail box.

1.26 DROP BOX:

- a. The **LANDLORD** will be responsible to install a properly identified drop box for the use of **COUNTY** clients if required by the Department. **COUNTY** to approve design and installation location when needed.

1.27 FIRE ALARM:

- a. Fire alarm system to be installed at **LANDLORD** expense with all necessary components to meet all applicable codes.
- b. **COUNTY** to approve location of main fire alarm control panel.

1.28 FLAG POLE:

- a. **LANDLORD** to provide an exposed height pole to the highest allowable as permitted by local codes and regulations.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- b. Cast aluminum pole.
- c. External single halyard with revolving cast aluminum halyard truck.
- d. Cast aluminum cleat enclosed in an opening, lockable box or other tamperproof arrangement for securing the halyard.
- e. Lighting for the flags to be mounted on building or parking lot pole in accordance with all applicable codes and regulations.

1.29 PLAN COPIES:

LANDLORD to provide to **COUNTY**:

- a. Two (2) sets of hardcopies and one (1) electronic set (.pdf format) of approved/permitted construction plans prior to commencing construction.
- b. One (1) electronic CAD copy of the same plans in .dwg format at completion of working drawings.
- c. One (1) As-Built set of permitted drawings in .pdf format and one (1) set of red line drawings with building changes noted in red pen, over an approved set of plans; attach Change Orders and Addendum's that reflect the Tenant Improvements only, delivered to the **COUNTY** within 60 days of completion of project.
- d. Landlord and his assigned contractors is responsible to provide shop drawings upon County's request.

1.30 LANDSCAPING – PEST CONTROL

- a. **LANDLORD** to supply, install and maintain landscaping appropriate to the local flora or approved by local city.
- b. **LANDLORD** shall maintain all floras to thrive and maintain a hardy attractive appearance at all times.
- c. **LANDLORD** to keep landscape areas weed and debris free at all times.
- d. **LANDLORD** shall maintain a monthly exterior and interior pest control service and/or provide these services as needed.

1.31 EXTERIOR PARKING

- a. **LANDLORD** shall provide a parking ratio to building square footage of (#) per 1,000 square feet.
- b. **COUNTY** to install exterior camera system mounted to building exterior walls and in parking lot. **LANDLORD** to provide and install necessary penetrations, conduit runs and electrical boxes to mount the cameras. This system will need to be designed by **COUNTY** on a project by project basis. All system components will be discussed with **LANDLORD** during the plan development meetings.

1.32 NOT USED

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

2.0 INFORMATION TECHNOLOGY (IT) TELEPHONE MDF / IDF ROOMS

2.1 MDF / IDF DRAWINGS:

The San Bernardino County Information Services Department (ISD) will provide an AutoCAD drawing for each communication MDF / IDF specific to the Human Services Department (**COUNTY**) projects. The drawings will indicate backboard/s, rack, cabinet and power locations required for the room build out including all spaces reserved for incoming Telco services if required within the room, security alarm system panels and door access control panels. All power receptacle types including voltage/amperage output will also be indicated on the communication MDF / IDF drawings.

2.2 MDF / IDF DIMENSIONS AND LOCATIONS:

The communication MDF shall be a minimum of 12 ft. by 14 ft. in dimension and the communication IDF, if required, shall be a minimum of 10 feet by 10 feet. The MDF should be centrally located on a given floor within the proposed building to support a maximum 300 ft. cable run. Do not use other equivalent area within the building to substitute for this specified location. Communication MDF's are positioned so cable runs exceeding 300 ft. will require a separate communication IDF room. The MDF/IDF rooms are to be used exclusively for County Telecommunications/data and department controlled systems equipment only. No building systems such as; fire alarm, HVAC equipment or other services shall be placed in this room. An emergency battery backup light device shall be installed above the room entrance door. IDF/MDF room electrical power, flooring, grounding, and backboards shall be completed well in advance of building completion to facilitate the COUNTY communications and security support required to protect COUNTY assets during the building project.

2.3 POWER AND ELECTRICAL OUTLETS:

- a. The main Telephone/Data/Communication room (MDF) shall have an independent 24 position, 100/200 Amp, 120/208, three phase, four wire, surface mounted, sub-panel with a White Neutral buss bar, and an Isolated Green Ground buss bar inside. The normal size sub-panel in the room for the majority of the locations will be specified at 100 Amp capabilities unless otherwise identified. The grounding screw in the sub panel neutral buss will not be tightened to make contact with the sub-panel frame unless otherwise required by code.
- b. All electrical outlets within the communication rooms shall be dedicated. Voltage/amperage output as well as receptacle type will be indicated on the ISD MDF / IDF drawing. Receptacles will be required to mount on both the walls and the overhead cable trays to support the necessary data and telephone equipment. 20A and 30A twist lock receptacles may be required.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- c. A copper earth ground rod will be required in each communication MDF and IDF installed at a minimum 6 ft. depth. The ISD MDF/IDF **COUNTY** drawing will indicate the desired location of the rod. ISD will provide and install a multi-position buss bar when building out the communication rooms.

2.4 BACKBOARDS:

All walls within the MDF / IDF rooms shall be covered in 3/4" fire rated plywood with the fire rating stamp in plain view. If painted plywood is requested for the project, fire rating stamps are to be left uncovered as indicated by local building code.

2.5 FIRE SPRINKLERS:

If a fire sprinkler system is required in a building, having Telephone/Data rooms/Microwave Radio Rooms, the sprinklers shall be a high temperature standard response with a 360 Degree coverage head, with heavy-duty safety cage.

2.6 AIR CONDITIONING:

- a. The heat load within the Telephone/Data/Microwave-Radio Rooms will vary directly with the installation of the type and quantity of active electronic equipment to be placed there. If an individual is assigned and positioned there, additional BTU per person should be added to the calculations. The room's air-conditioning should be designed to handle the equipment load in addition to normal construction heat load designs. Once the total heat load requirements are calculated and the air conditioner size is selected, an additional matching redundant air conditioning unit will be required and electronically controlled by the room controls. The electronic controls shall include a "Lead-Lag" system, programmed to alternate the lead starting unit with the two independent air conditioning units.
- The **COUNTY** shall approve the set-up temperature settings and the time frames for the "Lead-Lag" programs and the condensate water path from any of the installed air conditioning units. If using fan coil above the ceiling the units are required to be installed in the hallway adjacent to these rooms away from the cable rack/trays installed in these rooms.
- b. The electronic equipment and backup battery plant requires a normal operating temperature of 77 degrees Fahrenheit with a relative humidity range of 30 % to 55 %, and must be controlled by a thermostat within the room. The room air-conditioning units may require a heat pump depending on the elevation above sea level such as in remote mountain locations. This air-conditioning system should be installed as stand-alone systems and not a part of the building air-conditioning system. This system is required to be available for operation on a 24-7 basis. The BTU heat loading for equipment and personnel can be computed as follows:
- 12,000 BTU (British Thermal Units) equals one ton of Air Conditioning.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

- Allow 400 BTU for each person assigned to work permanently in the room as applies.
- If you know the wattage usage of the electrical/electronic equipment, multiply the Watts/Hr. times 3.409 to obtain BTU.

2.7 FLOOR COVERING:

The floor shall be covered with dust sealed vinyl composition tile (VCT)

2.8 DOOR:

The MDF/IDF room doors shall be no less than 36 inches wide with standard height. These doors shall be keyed separately from the doors in the rest of the building and/or have a secured **COUNTY** card access installed.

2.9 LIGHTING:

The MDF/IDF rooms shall have ceiling lights strategically placed to provide for adequate and best working conditions. Coordinate lighting positions according to the ISD MDF/IDF **COUNTY** drawing.

2.10 WEATHER SEAL:

All exterior MDF/IDF doors shall be weather sealed on all sides including the threshold.

2.11 TELCO REQUIREMENTS (AT&T, Frontier Communications, Spectrum):

For locations where Telco's MPOE (Minimum Point of Entry) or Demarcation Point is separate from the buildings MDF; a 4 ft. by 8 ft. backboard space will be required in order to land their fiber and or copper terminals. The backboard shall be ¾" fire rated plywood with the fire rating stamp in plain view. No paint will be required for this backboard. In addition to the backboard, a ground buss bar or ground rod will be required at the MPOE location in order to ground the Telco terminals. A total of (1) duplex NEMA 5-20R electrical outlet will be required in the MPOE to support any required Telco equipment (NID, UPS etc.).

2.12 TELCO ENTRANCE CONDUITS:

Provide (2) – 4 inch PVC conduits between the Telco MPOE and the approved Telco entrance vault location. The Telco entrance vault location is to be determined by the Telco provider. ISD is not allowed to locate the entrance vault for Telco service; it is to be strictly coordinated between the **LANDLORD**, architect and the Telco provider during the design phase of the project.

2.12 TELCO INTERIOR CONDUITS:

Locations that have a separate MPOE and MDF will require a 2 inch, homerun conduit between the two rooms. Conduit runs will require sweeps equal to no

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

less than 10 times the diameter of the conduit. Pull boxes will be required in conduit runs where more than (2) 90 degree sweeps are present and conduit runs that exceed 100 feet in length. Pull boxes in conduit runs should be no less than 18 inch by 18 inch by 6 inch in size. Plastic bushings are required on rough conduit ends. Pull rope or mule tape is required in all homerun conduits.

2.13 MDF TO IDF CONDUITS:

MDF to IDF conduits will only be required in hard lid ceiling environments. When a hard lid ceiling is present between the MDF and IDF, (1) – 4 inch PVC or EMT conduit will be required to tie the two rooms together. Conduit runs with more than two 90 degree sweeps will require an 18 inch by 18 inch by 6 inch pull box in the conduit run located in an accessible ceiling area. Additional pull boxes may be necessary depending on the total number of 90 degree sweeps contained within the conduit run.

2.14 OFFICE AND WORKSTATION CONDUITS:

All Telephone/Data wall jack locations installed within room walls shall have ¾-inch EMT conduit connected to a 2s/4s wall box at standard outlet elevation, stubbed off 6 inches above the drop ceiling. Each conduit will require a plastic bushing on the rough end. Where modular furniture is to be installed in an office, coordination for conduit placement is required.

2.15 INTER FLOOR CONDUITS:

- a. In buildings where IDF rooms are stacked one above the other, there shall be a minimum of two (2) each 4-inch diameter schedule 40 PVC gray conduits through the ceiling of the room below and the room above. These conduits will extend into the rooms at least three inches below drop ceilings and three inches above floor level.
- b. In buildings where IDF rooms are not planned to be above one another, these two 4-inch conduits shall be contiguous runs with pull ropes. In this event minimum bend radius shall be 40 inches minimum. Conduit runs exceeding 100 feet or have more than two 90 degree bends are to have 18" x 18" x 6" pull boxes installed.

2.16 CONDUIT SLEEVES:

The Telephone/Data room shall have a minimum of Four (4) each EMT conduit sleeves Extending above the drop ceiling for cable access or as noted on the ISD MDF/IDF COUNTY drawings. Each sleeve shall extend 5" on either side of the ceiling. All conduit sleeves require plastic bushings at both ends

2.17 BUILDING INTERCONNECT:

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Conduits used between buildings shall be 4-inch minimum diameter using schedule 40 gray PVC. Bends within 10 feet of each building shall be 48-inch/45 degrees and midpoint bends shall be a minimum of 72-inch radius.

2.18 FIRE WALLS:

Conduit sleeves through firewalls, block, or concrete walls connecting units within a building or to adjacent buildings shall use either 3-inch or 4-inch I.D. Gray PVC Conduit, unless otherwise specified by code. These sleeves will extend 5-inches on either side of the wall, and will be made fire safe after the cabling has been passed through.

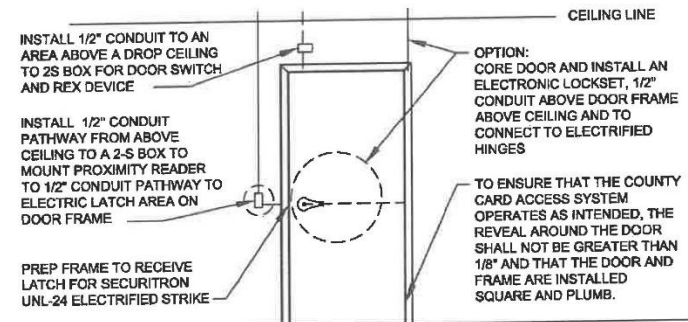
2.19 EARTHQUAKE BRACING:

Earthquake bracing of equipment cabinets and data racks will be provided by the **Information Services Department/COUNTY**.

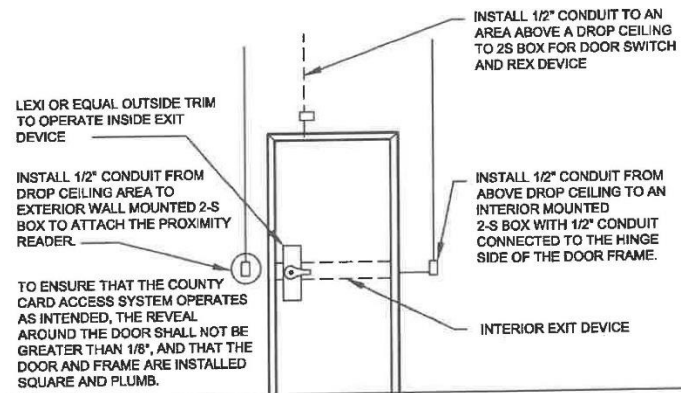
2.20 APPROVAL:

The **COUNTY/ISD**, and Network Services Division must approve any exceptions or modifications to these specifications. Any questions regarding these specifications should be directed to the Telecommunications Engineering Section at 909-388-5513 or the **COUNTY HS Project Manager**.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS



TYPICAL INTERIOR CARD ACCESS DOOR



TYPICAL EXTERIOR CARD ACCESS DOOR

Figure 1 - Typical card access door installation guidelines.

EXHIBIT "B-1"

IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

VON DUPRIN. E996L Electrified Breakaway™ Lever Trim

E996L electrified breakaway lever trim provides remote locking and unlocking capabilities while incorporating the patented Breakaway trim design.

The 24VDC solenoid can be energized from a distant controller, thus allowing access control of the opening. The control of stairwells in high-rise buildings is a common application for this trim.

When electrically unlocked the trim operates as a normal lever trim. When electrically locked, the lever feels locked, but when more than 35 pounds of torque pressure is applied, the Breakaway lever button engages.

The E996L is provided standard in a fail safe (FS) condition, but can be field converted to a fail secure (FSE) when allowed. The trim can be ordered with a device, added to an existing 50/50 series device application, or a conversion kit can be added to an existing 50/50 Breakaway lever trim. On new construction applications, the E996L trim will require less door prep.

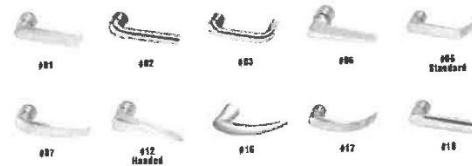
The E996L is available with a blank escutcheon (SE) function, or with a cylinder for right lock function.

The E996L electrified trim replaces the current "L" electric feature on 50/50 series rim devices. Contact factory for requirements.

To Order, Specify:

1. Use "E" profile, example E996L.
When ordering with device specify trim series with "E" profile, example 60271-E or 50250 E996L.
2. Device type, RAV (reinforced or concealed vertical rod) or M (manifold).
3. RAV is furnished standard if not specified. Field reversible.
4. Lever style (SE lever is furnished standard).
5. Finish: US4, US10, US10R, SP210, US26, US26R, SP210, US15.

LEVER DESIGN OPTIONS



SPECIFICATIONS
Solenoïd - Continuous Duty 24VDC
Solenoïd Draw - 0.22 amp

E996L ELECTRICAL WIRING
- Power input for E996L is 24VDC
- Two wires on trim are non-polarized (16 AWG minimum)

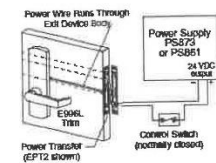


Figure 2 - Von Duprin cut sheet

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

SHELF UNIT SPECIFICATIONS

NOTE: Shelving 3/4" thick
Enclosed back 1/4" wood

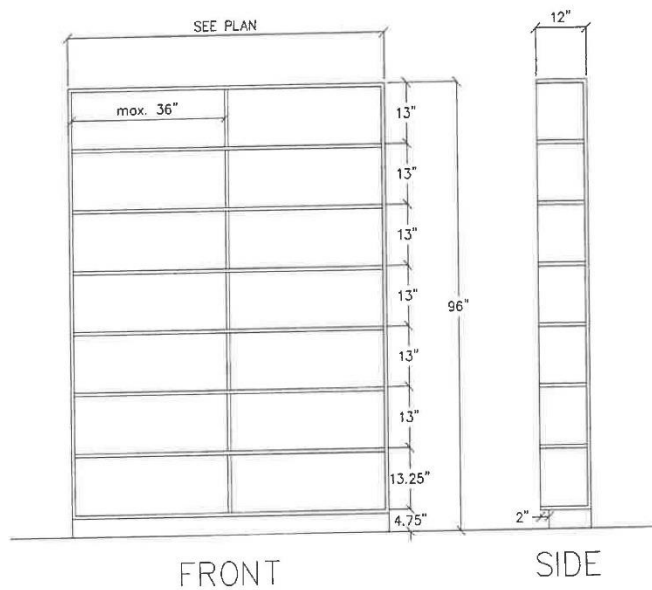


Figure 3 - Shelving Unit specifications

EASY INSTALLATION



JUST SNAP, FLEX and SCREW



Community Based:

—a building that requires
relatively few hours

The 14003 installation: from up to 90%
 Available for 35" and 24" O.C. framing
 Elongated 2x4 joists, catching, tipping and sealing
 Made with Unicom® fire-retardant treated wood

Our computer family library, as I call it, now includes a number of literary, historical, and scientific titles. They also include several award-winning audiobooks on the 13th Age and a book about the life of the author of the 13th Age, "The 13th Age: A Novel of the 13th Age" by David E. Williams. The book is a novel, not a history, and it is a very good one. It is a novel about the life of a man who was a member of the 13th Age, and it is a very good one. It is a novel about the life of a man who was a member of the 13th Age, and it is a very good one. It is a novel about the life of a man who was a member of the 13th Age, and it is a very good one.

Fertilizer treatment	Grain		Stalks		Total		Grain yield t/ha
	kg/ha	kg/ha	kg/ha	kg/ha	kg/ha	kg/ha	
Control	1.2	1.2	1.2	1.2	2.4	2.4	1.2
N	1.5	1.5	1.5	1.5	3.0	3.0	1.5
P	1.3	1.3	1.3	1.3	2.6	2.6	1.3
K	1.4	1.4	1.4	1.4	2.8	2.8	1.4
NPK	1.6	1.6	1.6	1.6	3.2	3.2	1.6

Product Code	SP-100 and SP-100B	SP-100C SP-100D	SP-100E SP-100F
1-14	3-10	3-10	3-10
2-14	3-10	3-10	3-10



DIETRICH
METAL FRAMING
A Washington Industries Company

EXHIBIT "B-1" Page 21 of 44

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

ELKAY
SPECIFICATIONS

Elkay Enhanced EZH2O Bottle Filling Station & Single ADA Cooler
Filtered 8 GPH Stainless
Model LZS8WSSP

PRODUCT SPECIFICATIONS

Elkay Enhanced ezH2O® Bottle Filling Station & Single ADA Cooler, Filtered 8 GPH Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Hands Free, Visual Filter Monitor, Automatic Filter Status Reset, Filtered, Energy Savings, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain. Furnished with Flexi-Guard® Safety Bubbler. Electronic Bottle Filler Sensor With Electronic Front And Side Bubbler Pushbar activation. Product shall be Wall Mount (On Wall), for indoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120. Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Special Features:	Hands Free, Visual Filter Monitor, Automatic Filter Status Reset, Filtered, Energy Savings, Green Ticker™, Laminar Flow, Antimicrobial, Real Drain
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	Flexi-Guard® Safety Bubbler
Activation by:	Electronic Bottle Filler Sensor With Electronic Front And Side Bubbler Pushbar
Mounting Type:	Wall Mount (On Wall)
Chilling Option*:	8.0 GPH
Full Load Amps	5
Rated Watts:	370
Dimensions (L x W x H):	18-3/8" x 19" x 39-7/16"
Approx. Shipping Weight:	85 lbs.
Installation Location:	Indoor
No. of Stations Served:	1

*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.

Special Note: One-Box Packaging.

- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, particulate, chlorine, taste and odor reduction, 3,000 gal. capacity.
- Energy-Savings Feature - allowing for the refrigeration to be powered off when not in use.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Silver Ion Antimicrobial protection on key plastic components to inhibit the growth of mold and mildew.
- Real Drain System eliminates standing water.

PART: _____ QTY: _____
PROJECT: _____
CONTACT: _____
DATE: _____
NOTES: _____
APPROVAL: _____



AMERICAN PRIDE. A LIFETIME TRADITION.
Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.



Included with Product: Bottle Filler,
Water Cooler,
Filter

PRODUCT COMPLIANCE

ADA & ICC A117.1
ASME A112.19.3/CSA B45.4
Buy American Act
CAN/CSA C22.2 No. 120
GreenSpec®
NSF/ANSI 42, 53, 61, & 372 (lead free)
UL 399



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

Installation Instructions (PDF)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.

Warranty (PDF)

OPTIONAL ACCESSORIES

51300C - Elkay WaterSentry Plus Replacement Filter (Bottle Filters)
WSF6000R-2PK - WaterSentry Fresh 6000 CTO Replacement Filter (2pack)
MLP100 - Accessory - In Wall Carrier (Single) for single EZ, LZ, EMABF, LMABF, VRC, LVRC models
LKAPREZL - Elkay Cane Apron for EZ Gray

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Elkay REV 09122019
LZS8WSSP

2222 Camden Court
Oak Brook, IL 60523

© 2019 Page 1
LZS8WSSP_spec.pdf

Figure 6 - Drinking Fountain specs

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

3.0 ROOM BY ROOM IMPROVEMENTS

Room Number	Floor	Walls	Comments
Disclaimer			<ul style="list-style-type: none"> Approximate quantities are provided as a reference only with no guarantee of their accuracy. Landlord and its representatives are solely responsible for field verifying the quantities in their cost estimates.
All Rooms with highlighted finish symbols on as-built finish plans in Figures 13, 14, 15 and 16.	C1, C2, C3, C4, L1, L2, L3 or VCT or Sheet vinyl (refer to Abbreviations and/or Figure 17)	P1, P2, P3 and B2 or B2 (refer to Abbreviations and/or Figure 17.)	<ul style="list-style-type: none"> Patch, paint and/or replace flooring material. Refer to Figures 13, 14, 15 and 16. See also Sections 1.7 and 1.10 for additional information. COUNTY to approve paint colors and carpet selections prior to ordering. Prep and level floor per mfr's requirements Add corner guards to painted walls in high traffic areas. COUNTY to approve size, type and locations prior to installation. Approximate area of C1 carpet tiles is 3,826 s.f. Approximate area of C2 carpet tiles is 71,492 s.f. Approximate area of C3 carpet tiles is 1,067 s.f. Approximate area of C4 carpet tiles is 381 s.f. Approximate area of all LVT is 6,011 s.f. Approximate area of all VCT is 2,519 s.f. Approximate area of all sheet vinyl is 254 s.f. Approximations are provided as a reference with no guarantee of their accuracy. Landlord and/or owner representative should field verify all approximations. Provide phasing plan for work to be performed after business hours and/or on County holidays so as not to interrupt daily business operations. COUNTY to approve schedule and phasing plan prior to commencing work. Coordinate after hours work with County departments.
100 Main Lobby 101 Security Desk 102 Men's Restroom 103 Women's Restroom			<ul style="list-style-type: none"> Ok as is.
104 Office 105 Office 106 Office 107 Office	C2	P1, B2	<ul style="list-style-type: none"> Carpet tiles. See Figure 13 and Sections 1.7 and 1.10 for additional information.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
108 Waiting Area	C1	P1, B1	<ul style="list-style-type: none"> Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information. Wallpaper to remain in place.
109 Conference	C1	P1, B1	<ul style="list-style-type: none"> Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information. Wallpaper to remain in place.
110 Interview Area (Public) 110 Interview Area (Staff)	C1 C2	P1, B1 P1, B2	<ul style="list-style-type: none"> Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information. Wallpaper to remain in place.
111 Hallway	C2	P1, B2	<ul style="list-style-type: none"> Patch and paint walls and/or columns. Replace carpet. Match new carpet in Room 110. See Figure 13 and Sections 1.7 and 1.10 for additional information.
112 Open Area - Breakroom 113 Pantry 114 Hallway	L1, C1	P1, B2	<ul style="list-style-type: none"> Patch and paint walls and replace flooring. See Figure 13 and Sections 1.7 and 1.10 for additional information. Stage in Breakroom 112 to receive C1 type carpet tiles. Replace existing fabric skirt on stage in 112 with new. COUNTY to approve fabric prior to ordering. Replace fabric on wall panels in 112 with fabric matching new color scheme. COUNTY to approve fabric prior to ordering.
115 Hallway 116 Elevator Lobby 117 Hallway	C1	B1 TO REPLACE CARPET BASE ONLY	<ul style="list-style-type: none"> Replace carpet. Match carpet in Elevator Lobby 116 and Hallway 117. See Figure 13 and Sections 1.7 and 1.10 for additional information. Stone base to remain in place. Replace carpet in elevators.
118 Technical Services Lab	VCT	P1, B2	<ul style="list-style-type: none"> Patch and paint walls and/or columns. Replace flooring. See Figure 13 and Sections 1.7 and 1.10 for additional information.
119 Private Office 120 Private Office	VCT	P1, B2	<ul style="list-style-type: none"> Patch and paint walls. Replace flooring. See Figure 13 and Sections 1.7 and 1.10 for additional information.
121 rear Building Lobby		P1	<ul style="list-style-type: none"> Patch and paint walls and/or columns where paint is existing. See Figure 13 and Section 1.7 for additional information. Wallpaper to remain in place.
122 Storage	Sheet Vinyl	P1, B2	<ul style="list-style-type: none"> Paint walls and replace flooring. See Figure 13 and Sections 1.7 and 1.10 for additional information. Flooring material to be sheet vinyl or County approved equivalent. COUNTY to approve color and type of base prior to commencing work.
123 Phone Room			<ul style="list-style-type: none"> Ok as is.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
124 Training Room	C2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information. • Replace carpet on stage to be included in pricing.
125 Private Office 126 Private Office	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information.
127 Hallway	C2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information.
128 Private Office 129 Private Office 130 Private Office	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information.
131 Copy/Storage Room	L2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information.
132 Private Office 133 Private Office	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information.
134 Open Work Area 135 Open Work Area 136 Mail Room 138 Hallway	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 13 and Sections 1.7 and 1.10 for additional information.
137 Board Room/State Hearing Room	C1	P1, P3, B1	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 13 and Sections 1.7 for additional information.
139 Cashier Room/New Job Seek Resource Room (586 SF)	C1	P1, P2, B1	<ul style="list-style-type: none"> • Convert Cashier Room to Job Seek Resource Room. Refer to Figures 7 and 8 for Concept Plan. • Demolish approximately 16 LF of wall and salvage (1) door for relocation. • Demolish approximately 27 LF of wall with built-in transaction windows and counter. • Replace, add and/or relocate suspended ceiling, components as required to match existing and provide a uniform grid and appearance throughout room. See Section 1.1 for additional information. • Replace, add, and/or relocate lighting fixtures as required to provide even illumination and one fixture type throughout the room. See Section 1.2 for additional information. • Replace, add and/or relocate HVAC components as required to provide a balanced air flow and even temperature throughout the room and adjacent spaces. See Section 1.3 for additional information. • Provide air balance test and report. • Relocate light switches/power outlets as required to be convenient to the entrance to the room and

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
			<p>other convenient locations. See Sections 1.2 and 1.21 for additional information. COUNTY to approve new locations at rough-in phase.</p> <ul style="list-style-type: none"> • Remove wallpaper, patch and paint existing and new walls. See Section 1.7 for additional information. • Approximately 5 LF new drywall over stud wall with opening for salvaged door. • Replace approximately 242 SF ceramic tile floor with new carpet. • Replace approximately 344 SF carpet with new carpet. • Tamper resistant duplex convenience receptacle power outlets in appropriate locations for cleaning crew. • Approximately (3) dedicated electrical circuits or as required per furniture plan for new modular furniture and equipment. See Section 1.21 for additional information and furniture vendor plan to be provided. • Approximately (6) duplex receptacle electrical outlets as noted on concept plans. COUNTY to approve locations at rough-in stage. • Approximately (8) data/phone outlets, 4 for modular furniture, 1 for card access at relocated door and 2 for future kiosk installations. COUNTY to approve locations at rough-in stage. • Relocate (1) salvaged door with hardware. Storeroom function, keyed separately. Card access system to be installed by County vendor with Landlord contractor providing conduit pathways per Figure 1. Match existing card access system. See Section 1.17. • Coordinate with County furniture vendor on installation of new furniture including electrical connections. See Section 1.21 and vendor furniture plans. • Landlord to provide and install mounting bracket and conduit for new TV monitor to be installed by County IT. • Landlord to provide TV monitor. COUNTY to approve size and type prior to ordering. • Relocate existing camera to monitor child area in front of Manager Office 140 and TV. COUNTY to approve new location. • Refer to Figure 8 for concept plan. • Provide room identification signage on storefront doors at Lobby. See Section 1.14.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
140 Manager Office	C2	P1, P3, B2	<ul style="list-style-type: none"> • Provide and install approximately 5 foot wide by 5 foot tall interior window in west office wall. • Provide Blu-Ray DVD player in Manager Office to be used for movies on TV located in Room 139. Installation by County IT. • Provide air balance test and report. • Refer to Figure 8 for concept plan.
141 MDF Room	VCT	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 13 and Sections 1.7 and 1.10 for additional information. • Protect in place all sensitive computer server equipment. • VCT to be anti-static type.
142 South Corridor	VCT	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 13 and Sections 1.7 and 1.10 for additional information. • Match existing VCT in North Corridor 143
143 North Corridor		B2	<ul style="list-style-type: none"> • Patch and paint walls and replace base. See Figure 13 and Sections 1.7 and 1.10 for additional information.
200 Elevator Lobby	C2	P1	<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 14 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place. • Stone base to remain in place.
201 Data Closet			<ul style="list-style-type: none"> • Ok as is.
202 Hallway 206 Open Work Area 207 Hallway 208 Open Work Area 211 Open Work Area 212 Open Work Area 216 Hallway 217 Open Work Area 218 Open Work Area 222 Hallway 224 Open Work Area 225 Hallway 226 Hallway 227 Open Work Area 228 Open Work Area 229 Open Work Area 230 Open Work Area 231 Open Work Area 232 Open Work Area 233 Hallway 235 Open Work Area			<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 14 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
236 Hallway			
203 Copy Area 242 Copy Area	L2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 14 and Sections 1.7 and 1.10 for additional information.
204 Private Office 205 Private Office 209 Private Office 210 Private Office 214 Private Office 215 Private Office 219 Private Office 223 Private Office 238 Private Office 239 Private Office 240 Private Office 241 Private Office	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns. Replace carpet. See Figure 14 and Sections 1.7 and 1.10 for additional information.
213 Storage Room 220 Storage Room	VCT	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 14 and Sections 1.7 and 1.10 for additional information.
221 Training Room	C2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 14 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.
234 Copy/Pantry	C2, L2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 14 and Sections 1.7 and 1.10 for additional information.
237 New Breakroom (155 SF)	L2	P1, P2, B2	<ul style="list-style-type: none"> • Convert private office to small breakroom. Refer to Figures 9 and 10 and Section 1.16. • Provide and install exhaust fan sized appropriately to eliminate food smells from migrating into adjacent work area. • Provide air balance test and report. • Replace, add and/or relocate suspended ceiling, components as required to match existing and provide a uniform grid and appearance throughout room. See Section 1.1 for additional information. • Replace, add, and/or relocate lighting fixtures as required to provide even illumination and one fixture type throughout the room. See Section 1.2 for additional information. • Replace, add and/or relocate HVAC components as required to provide a balanced air flow and even temperature throughout the room and adjacent spaces. See Section 1.3 for additional information. • Patch and paint walls. See Section 1.7. • Relocate existing door per concept plan. Add closer and passage function lockset.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
			<ul style="list-style-type: none"> Relocate light switches/power outlets as required to be convenient to the entrance to the room and other convenient locations. See Section 1.2 for additional information. COUNTY to approve new locations at rough-in phase. Approximately 12 feet of counter top with lockable base and upper cabinets. Design and material to be approved by COUNTY. See Section 1.16. (1) double stainless steel sink with fixtures and garbage disposal. Install water source and (1) recessed refrigerator valve for ice maker, location to be approved by COUNTY. Add (5) 20amp dedicated electrical outlets. 3 above counter for appliances & microwave. Locations to be approved by COUNTY. Provide & install (1) stainless steel top freezer refrigerator with ice maker & (1) microwave oven, to be approved by COUNTY. Provide tables and chairs per furniture plan by GM Business Interiors. Chairs to have feet or glides that prevent damage to flooring.
243 Vestibule	C2	P1, B2	<ul style="list-style-type: none"> Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 14 and Sections 1.7 and 1.10 for additional information. Wallpaper to remain in place.
300 Elevator Lobby	C2	P1, B2	<ul style="list-style-type: none"> Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 15 and Sections 1.7 and 1.10 for additional information. Wallpaper to remain in place.
301 Data Closet			<ul style="list-style-type: none"> Ok as is.
302 Copy Area 346 Copy Area	L2	P1, B2	<ul style="list-style-type: none"> Patch and paint walls and replace flooring. See Figure 15 and Sections 1.7 and 1.10 for additional information.
303 Hallway 305 Hallway 307 Open Work Area 308 Open Work Area 309 Open Work Area 310 Hallway 313 Open Work Area 315 Open Work Area 316 Open Work Area 321 Hallway 322 Open Work Area 323 Open Work Area 324 Open Work Area 325 Open Work Area 326 Open Work Area	C2	P1, B2	<ul style="list-style-type: none"> Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 15 and Sections 1.7 and 1.10 for additional information. Wallpaper to remain in place.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
327 Hallway 335 Open Work Area 338 Hallway			
304 Private Office 311 Private Office 312 Private Office 314 Private Office 317 Private Office 320 Private Office 328 Private Office 329 Private Office 330 Private Office 331 Private Office 332 Private Office 333 Private Office 334 Private Office 337 Private Office 339 Private Office 341 Private Office 342 Private Office 343 Private Office 344 Private Office 345 Private Office	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 15 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.
306 Large Conference Room	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 15 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.
318 Supply Room	VCT	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 15 and Sections 1.7 and 1.10 for additional information.
319 Training Room	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 15 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.
336 Copy/Pantry	C2, L2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 15 and Sections 1.7 and 1.10 for additional information.
340 Breakroom	L2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 15 and Sections 1.7 and 1.10 for additional information.
400 Elevator Lobby 401 Hallway 403 Lobby	C2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 16 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
402 Press Room/Training Room	C3, C4	P1, P3	<ul style="list-style-type: none"> • Recarpet with C3 carpet tiles, no border. • Remove wall covering, patch and paint walls above wainscoting. • Refurbish wood wainscoting including room side of doors. • Recarpet stage with C4 carpet tiles • Steps at stage to be visually distinguishable from adjacent floor to prevent trip hazard. • See Figure 16 and Sections 1.7 and 1.10 for additional information. •
404 Reception 411 Hallway 412 Open Work Area 421 Hallway 422 Open Work Area 423 Open Work Area 424 Hallway 429 Hallway 436 Hallway 439 Open Work Area 441 Open Work Area 444 Open Work Area 445 Hallway 450 Open Work Area 451 Hallway 454 Hallway 455 Open Work Area 456 Open Work Area 457 Hallway	C2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 16 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.
405 Breakroom	L3	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls where walls are painted and replace flooring. See Figure 16 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.
406 Private Office 407 Private Office 408 Private Office 409 Private Office 410 Private Office 413 Private Office 414 Private Office 415 Private Office	C2	P1, P3, B2	<ul style="list-style-type: none"> • Patch and paint walls and/or columns where paint is existing. Replace carpet. See Figure 16 and Sections 1.7 and 1.10 for additional information. • Wallpaper to remain in place.

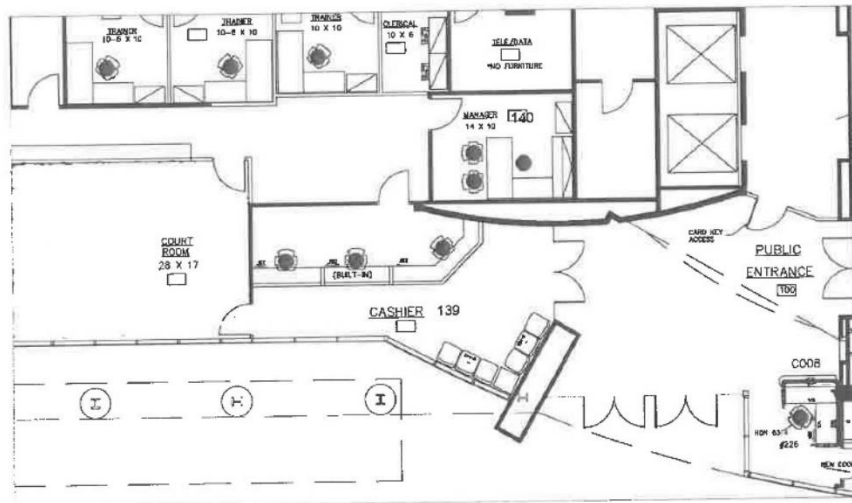
EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

<u>Room Number</u>	<u>Floor</u>	<u>Walls</u>	<u>Comments</u>
416 Medium Conference Room 417 Private Office 418 Private Office 419 Private Office 420 Private Office 427 Private Office 428 Private Office 431 Medium Conference Room 433 Private Office 434 Private Office 435 Private Office 438 Private Office 440 Private Office 442 Private Office 443 Private Office 446 Private Office 447 Private Office 448 Private Office 449 Private Office 452 Private Office 460 Private Office			
425 Copy Room 453 Copy Area	L2	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 16 and Sections 1.7 and 1.10 for additional information.
426 Storage 437 Storage 458 Storage Room 459 Storage Room	VCT	P1, B2	<ul style="list-style-type: none"> • Patch and paint walls and replace flooring. See Figure 16 and Sections 1.7 and 1.10 for additional information.
430 Storage		P1	<ul style="list-style-type: none"> • Patch and paint walls. See Figure 16 and Section 1.7 for additional information.
432 Breakroom expansion (193 SF)	L2	P1, P2, B2	<ul style="list-style-type: none"> • Expand existing Breakroom into adjacent Storage Room. Refer to Figures 11 and 12 and Section 1.16. • Replace, add and/or relocate suspended ceiling, components as required to match existing and provide a uniform grid and appearance throughout room. See Section 1.1 for additional information. • Replace, add, and/or relocate lighting fixtures as required to provide even illumination and one fixture type throughout the room. See Section 1.2 for additional information. • Replace, add and/or relocate HVAC components as required to provide a balanced air flow and even temperature throughout the room and adjacent spaces. See Section 1.3 for additional information.

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

Room Number	Floor	Walls	Comments
			<ul style="list-style-type: none"> • Protect in place existing exhaust fan. • Provide air balance test and report. • Patch and paint walls. See Section 1.7. • Replace flooring with new. See Section 1.10. • Demolish approximately 13 LF of existing wall and (1) door. Relocate any existing convenience outlets. • Relocate existing door per concept plan (Figure 12). Add vision panel to door. • Relocate light switches/power outlets as required to be convenient to the entrance to the room and other convenient locations. See Sections 1.2 and 1.21 for additional information. COUNTY to approve new locations at rough-in phase. • Add (1) 20amp dedicated electrical outlet per concept plan. COUNTY to approve location at rough-in phase. • Provide tables and chairs per furniture plan by GM Business Interiors. • •

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS



EXISTING CASHIER ROOM 139

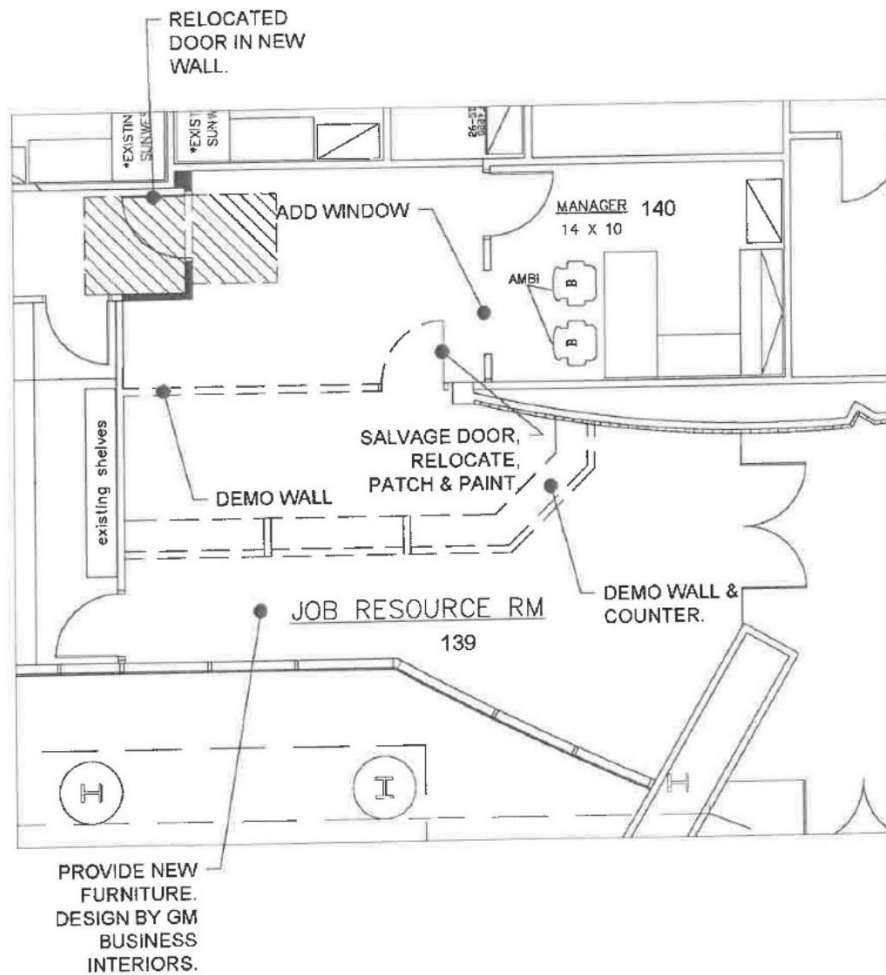
DCSS LOMA LINDA TENANT
IMPROVEMENTS

SCALE: N.T.S.

8/4/20

Figure 7 – Partial Existing Floor Plan

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

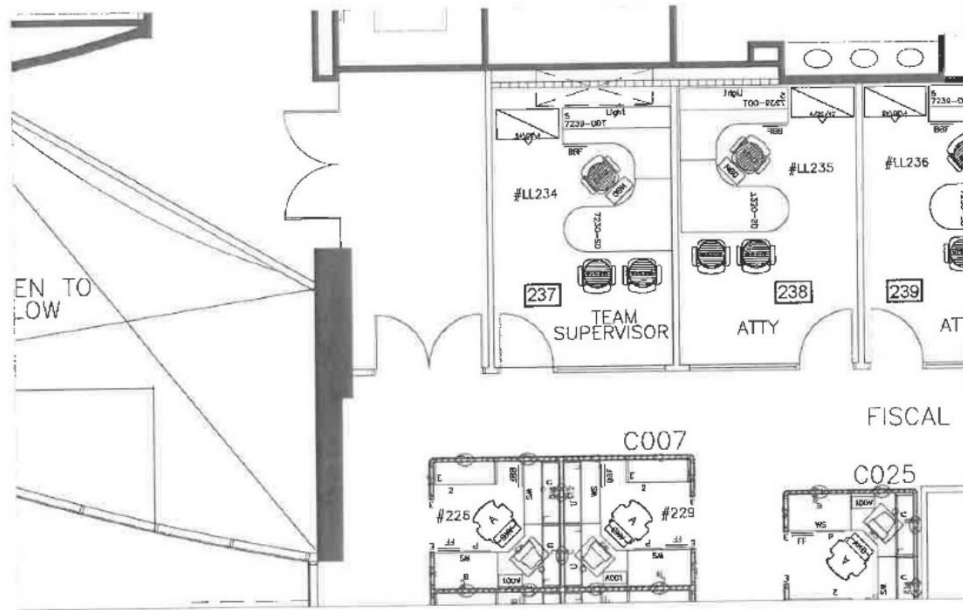


1 Proposed Improvements 1st Floor

Scale: 3/16" = 1'-0"

Figure 8 – Concept Floor Plan

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS



EXISTING OFFICE ROOM 237

DCSS LOMA LINDA TENANT
IMPROVEMENTS

SCALE: N.T.S.

8/4/20

Figure 9 – Partial Existing Floor Plan

RELOCATED DOOR

PROVIDE NEW FURNITURE DESIGN BY GM BUSINESS INTERIORS.

PROVIDE NEW BASE & UPPER CABINETS, SINK, MICROWAVE & REFRIGERATOR.

237

BREAKROOM

EXISTING WINDOW TO REMAIN IN PLACE

238

ATTY

SALVAGE DOOR, RELOCATE, PATCH & PAINT.

EXISTING WINDOW TO REMAIN IN PLACE

1/20-12

1/20-20

#LL235

Proposed Improvements 2nd Floor

Scale: 1/4" = 1'-0"

EXHIBIT "B-1" Page 37 of 44

This floor plan shows the second floor of the White House. On the left is the WAR ROOM, which contains a large conference table and 12 chairs. A CARD KEY ACCESS point is indicated near the entrance. To the right of the War Room is the BREAK ROOM (432), which has four chairs arranged in a square. Further right are two PAYROLL rooms (433 and 434), each measuring 12'-8" x 12'. These rooms contain desks, chairs, and a NOISEY sign. A hallway labeled C004 runs along the bottom of the plan. Other areas include a RESTROOM, a JANET, and a C042 area with a C047 sign.

DCSS LOMA LINDA TENANT IMPROVEMENTS

8/4/20

Figure 11 – Partial Existing Floor Plan

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

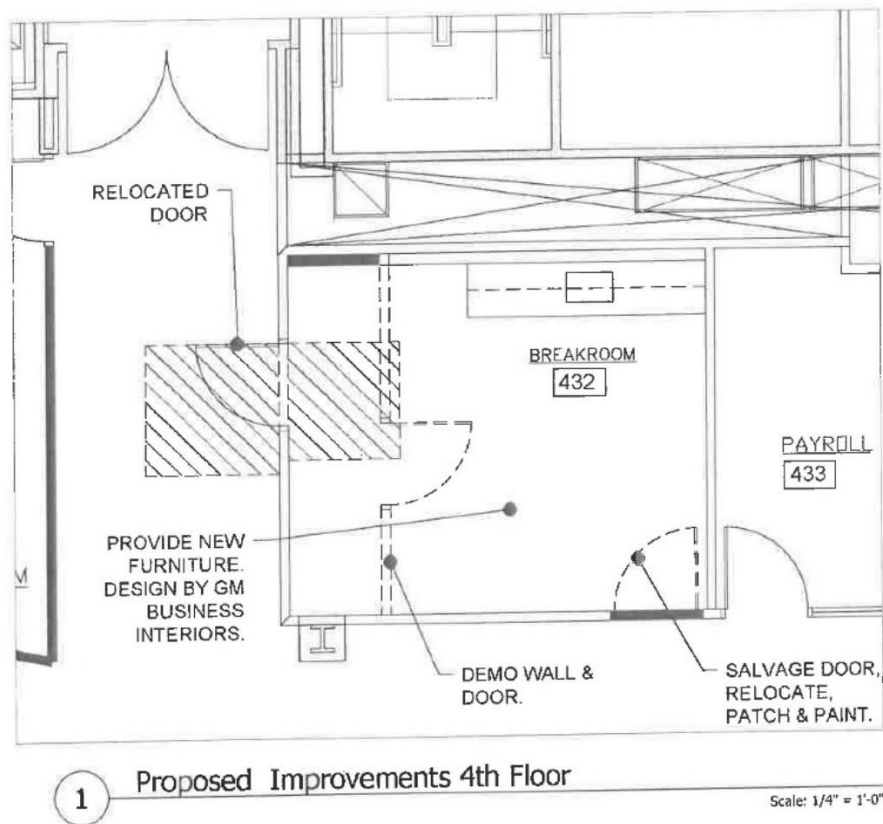


Figure 12 – Concept Floor Plan

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

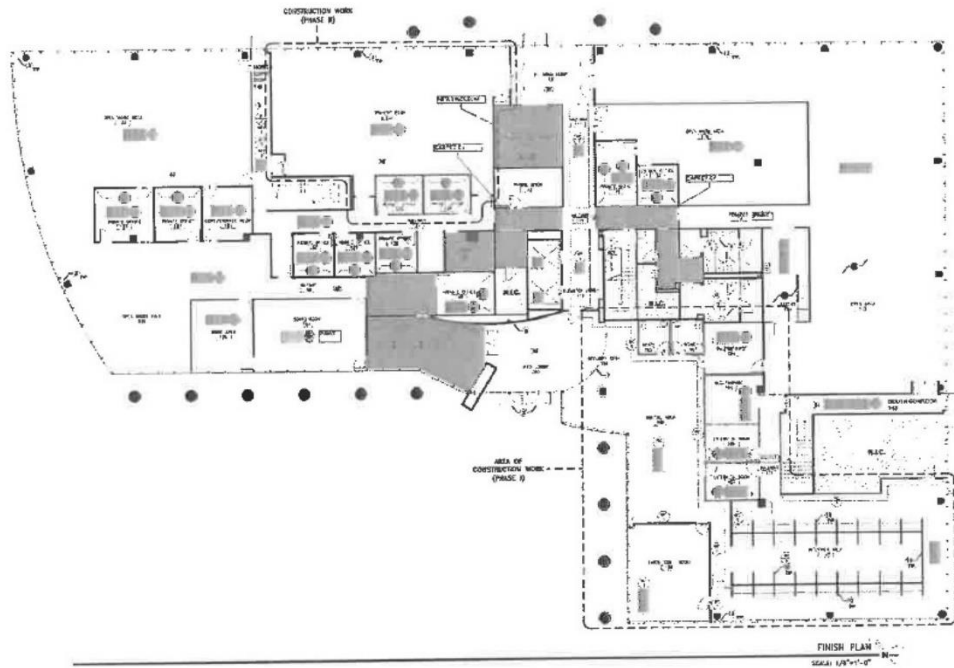


Figure 13 – "As-built" 1st Floor Finish Plan

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

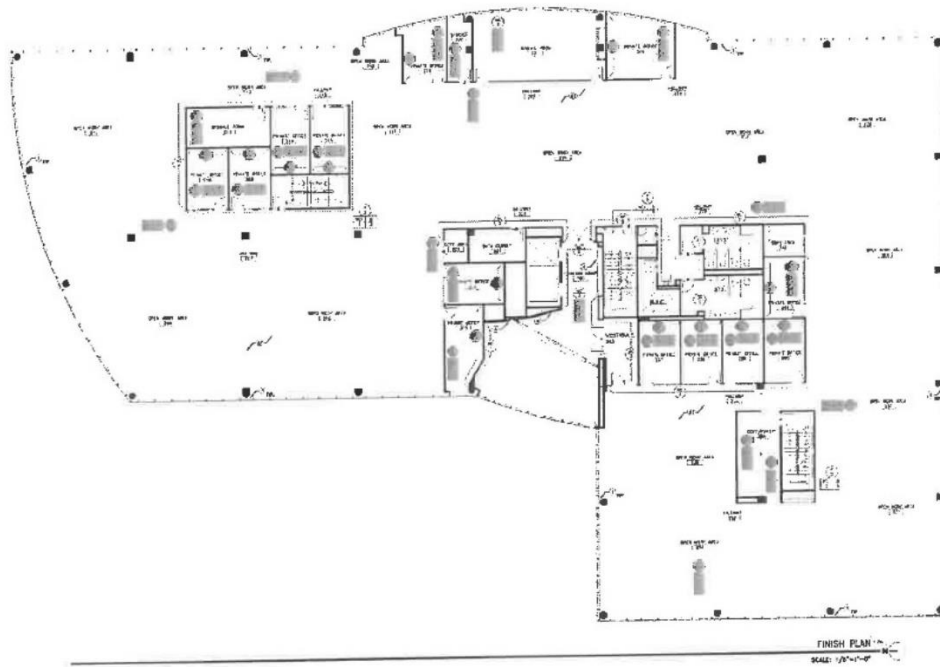


EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

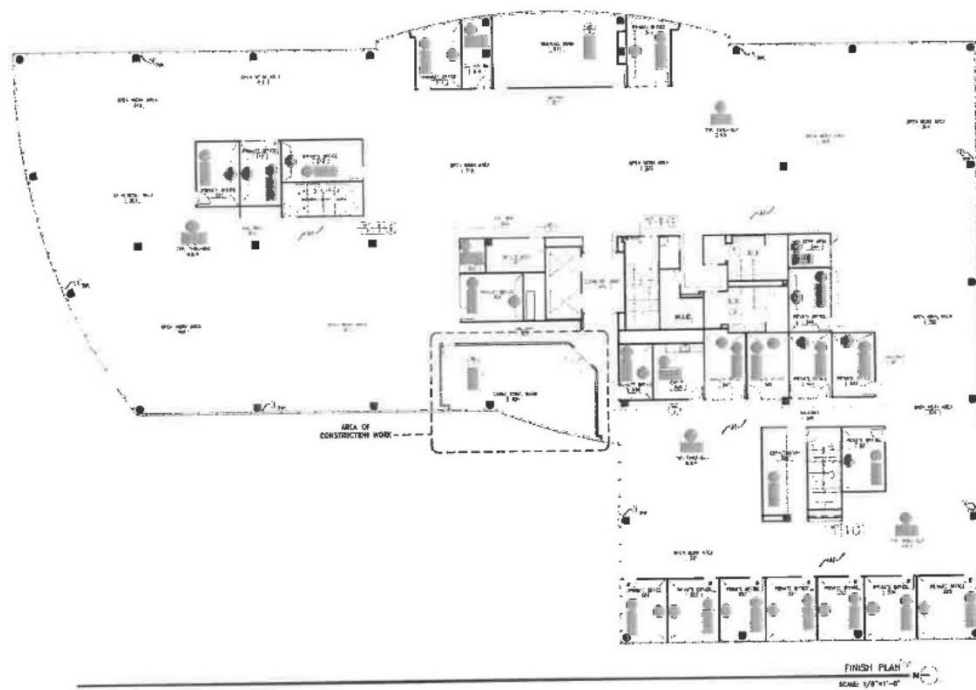


Figure 15 – “As-built” 3rd Floor Finish Plan

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

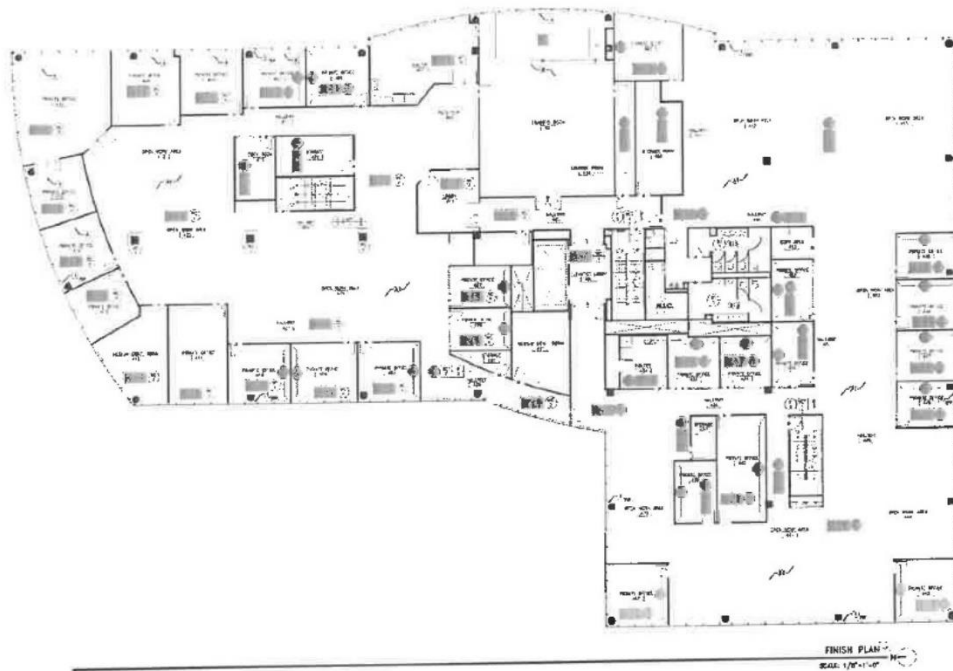


Figure 16 – “As-built” 4th Floor Finish Plan

EXHIBIT "B-1"
IMPROVEMENT DESIGN STANDARDS AND SPECIFICATIONS

San Bernardino Child Support Services & Shaw Contract- 4/9/21

Need to confirm Cashier TI material- LVT or carpet tile










	Lobby/1st floor corridors, State Hearing Room, Lunch Room Stage carpet tile: 9x36, Transform Color Wild Flora, Observe Color Wild Flora	C1
	Lunch Room LVT: 6x48, Terrain II 20mil Root	L1
	Workspace & Training Rooms carpet tile: 18x36, Agate Galena	C2
	Copy Rooms, Cashier TI space, 2nd, 3rd, and 4th floor Break Rooms LVT: 7x47, Abide Anise Oak	L2
	4th Floor Break Room LVT (near Press Room): 6x48, Terrain II 20mil Ash	L3
	Press Room carpet tile: 9x36, Written Listen	C3
	Press Room Stage carpet tile: 9x36, Translate Listen	C4
 	4" Rubber Base: 148VS Agate 00780 (Workspaces and all LVT locations) 148VS Flint 00790 (Lobby, State Hearing Room, 1st floor corridors)	B2 B1

Figure 17 – Shaw Flooring Legend

EXHIBIT "B-2"
Depiction of Improvements
First Floor

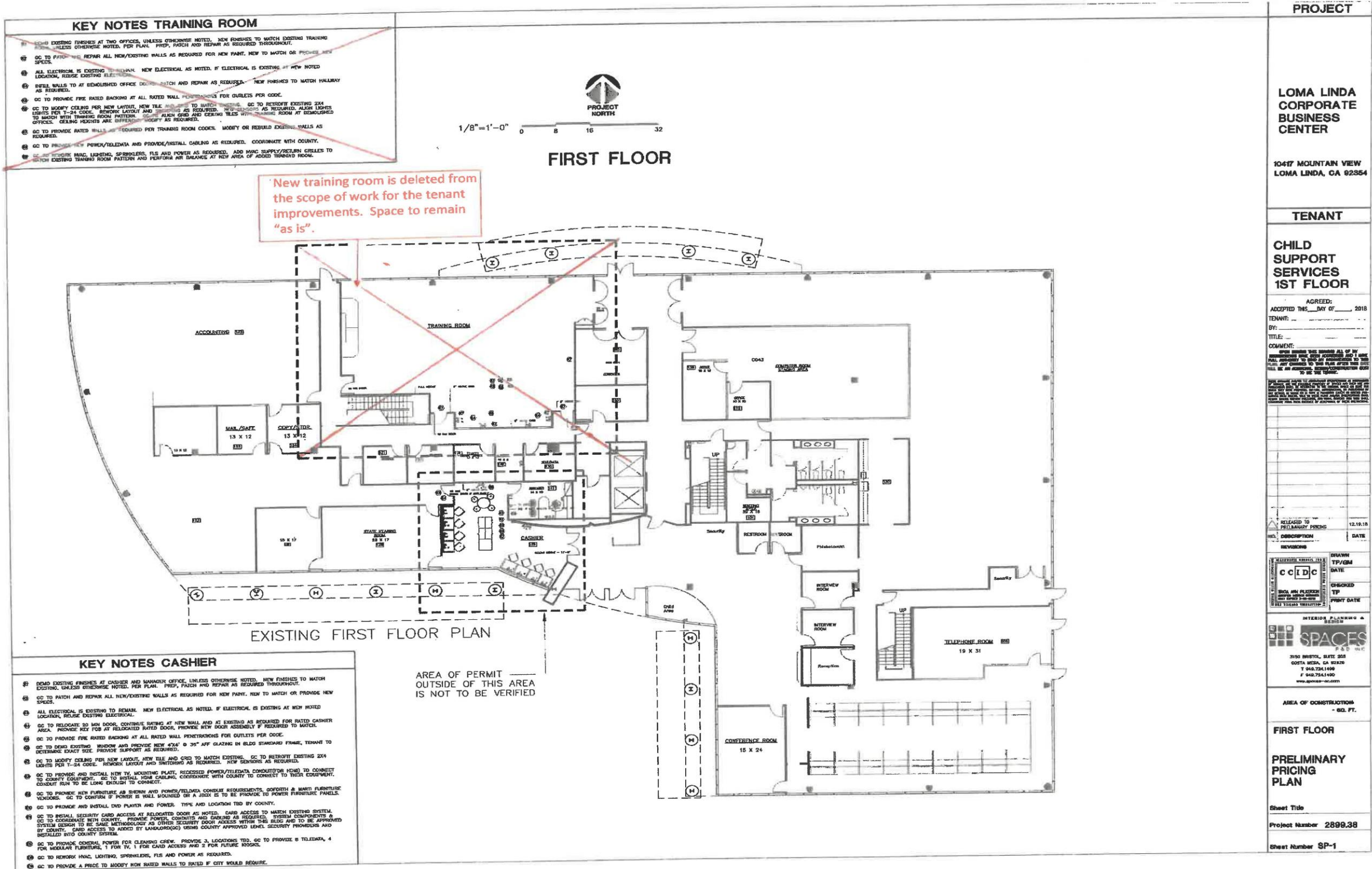


EXHIBIT "B-2"
Depiction of Improvements
Second Floor

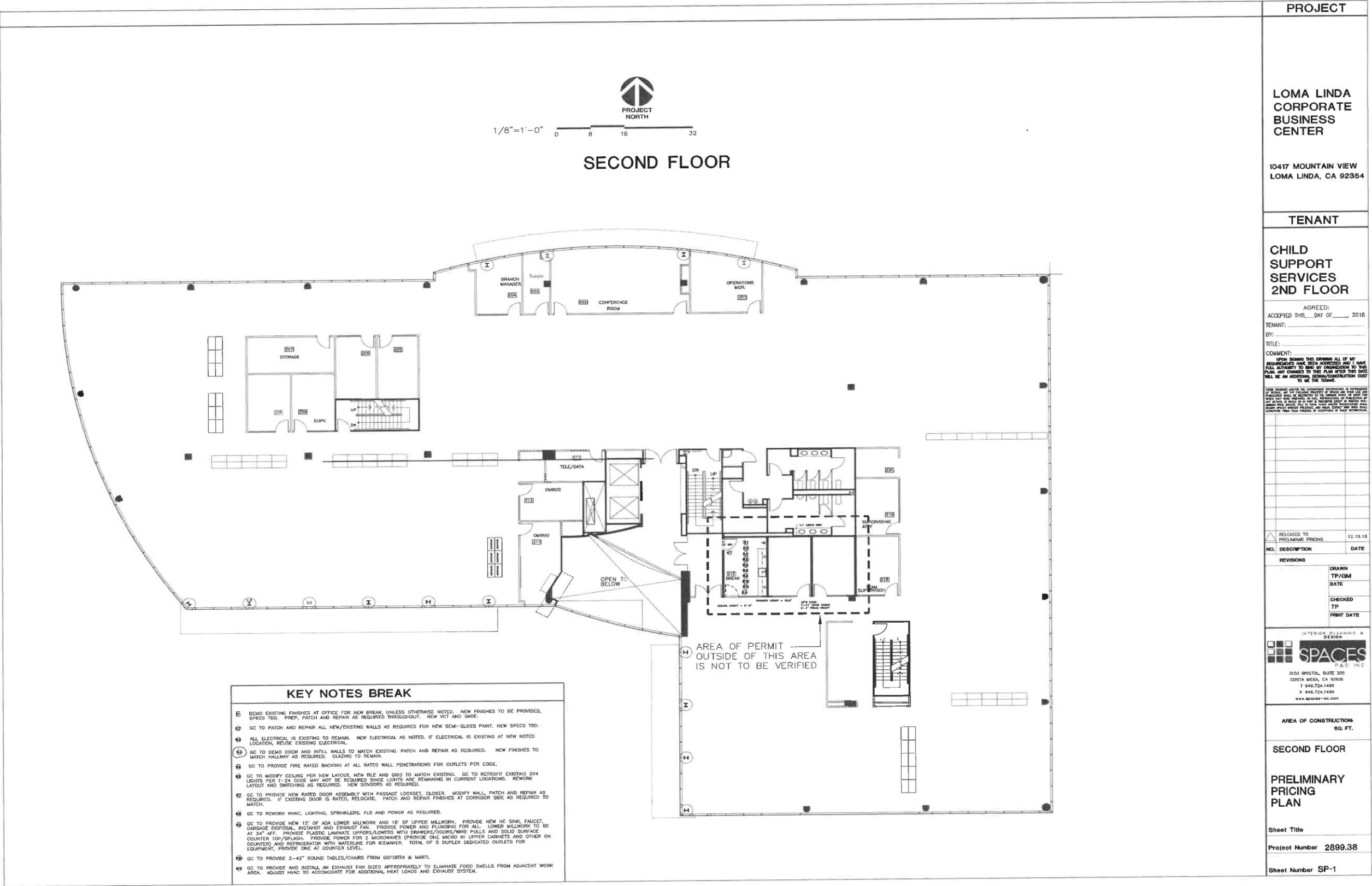


EXHIBIT "B-2"
Depiction of Improvements
Fourth Floor

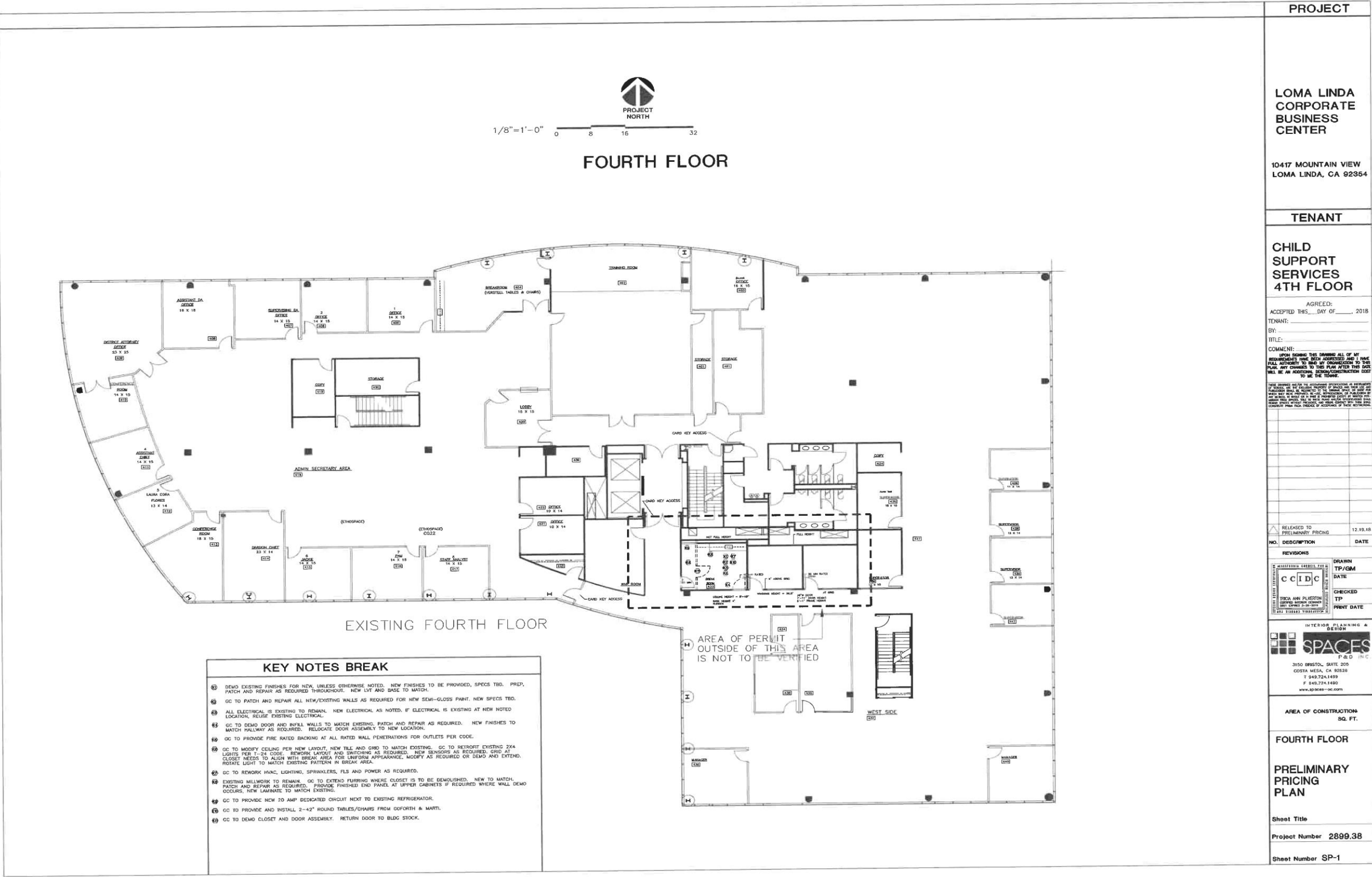


EXHIBIT "B-3"
Depiction of Premises
Flooring and Painting Plan
1st Floor

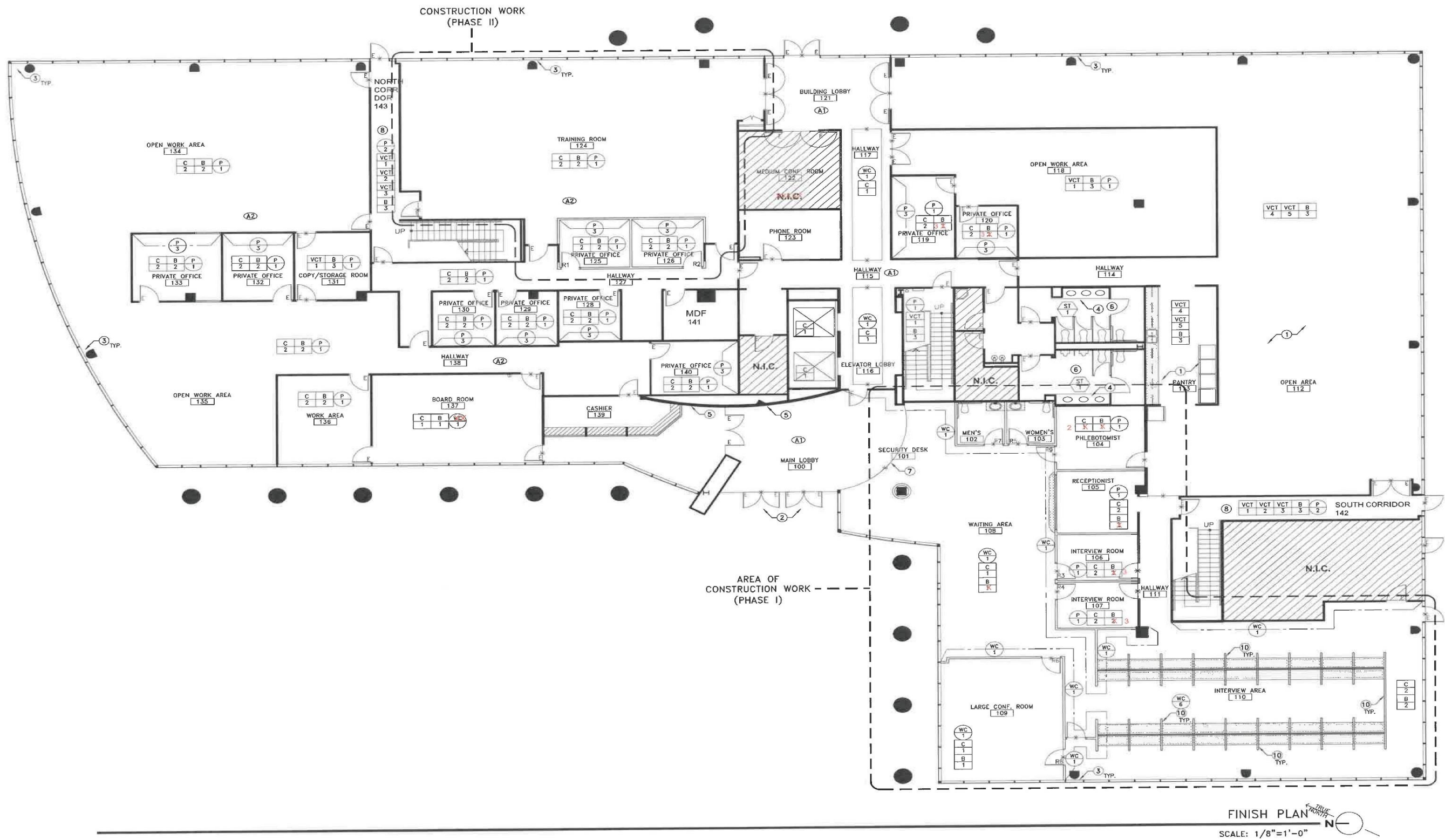


EXHIBIT "B-3"
Depiction
Premises Flooring and Painting Plan
Second Floor

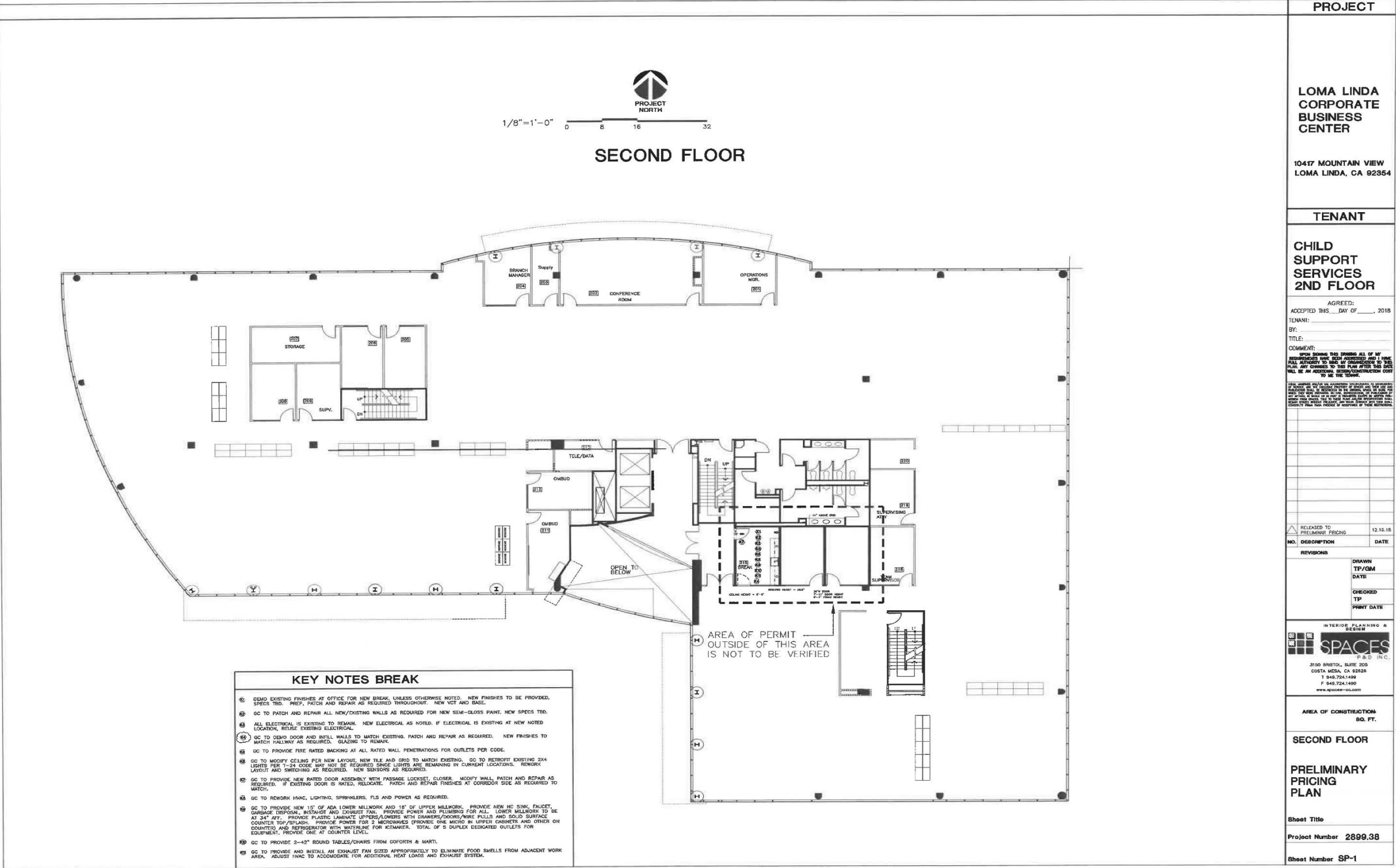
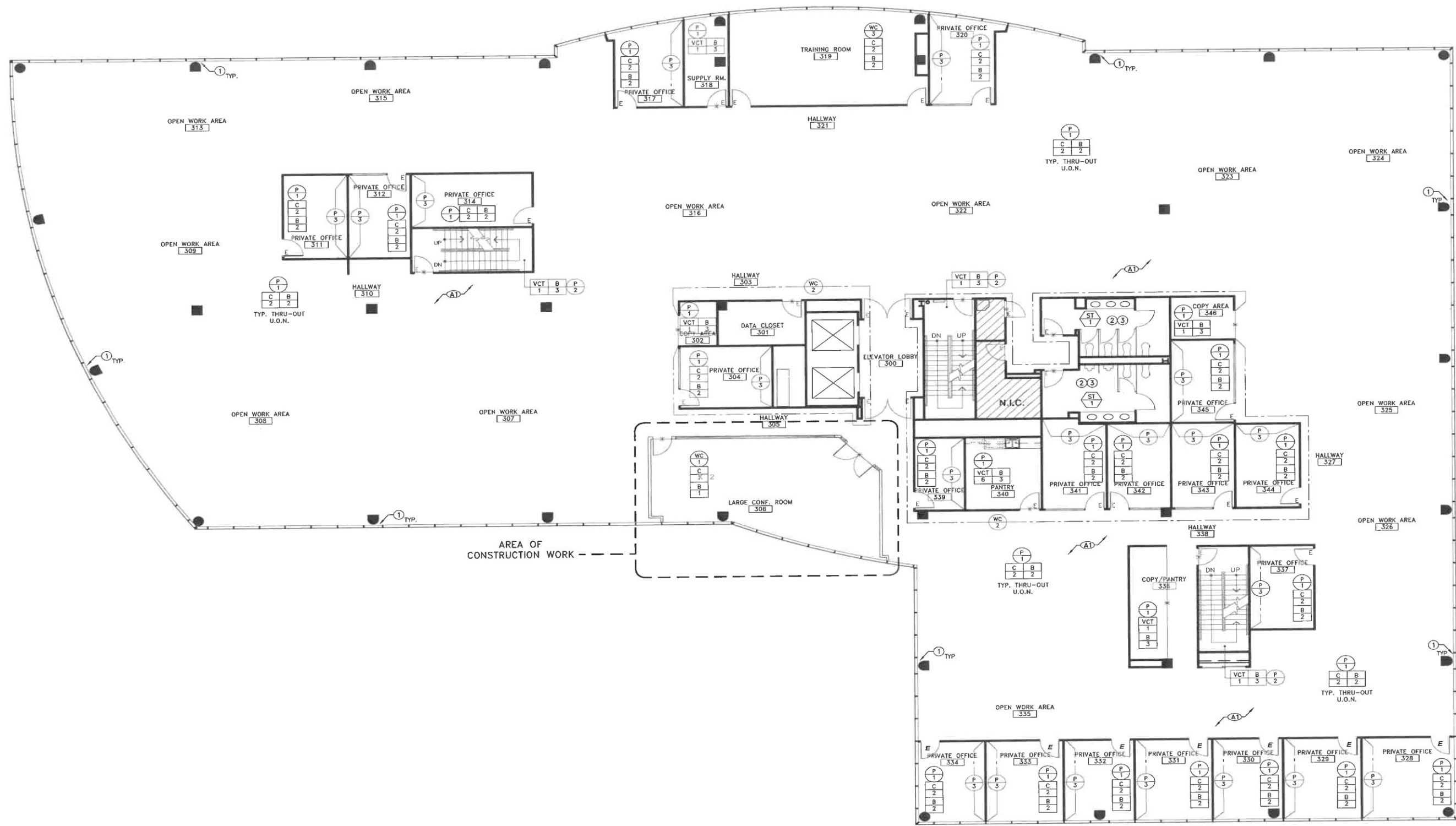
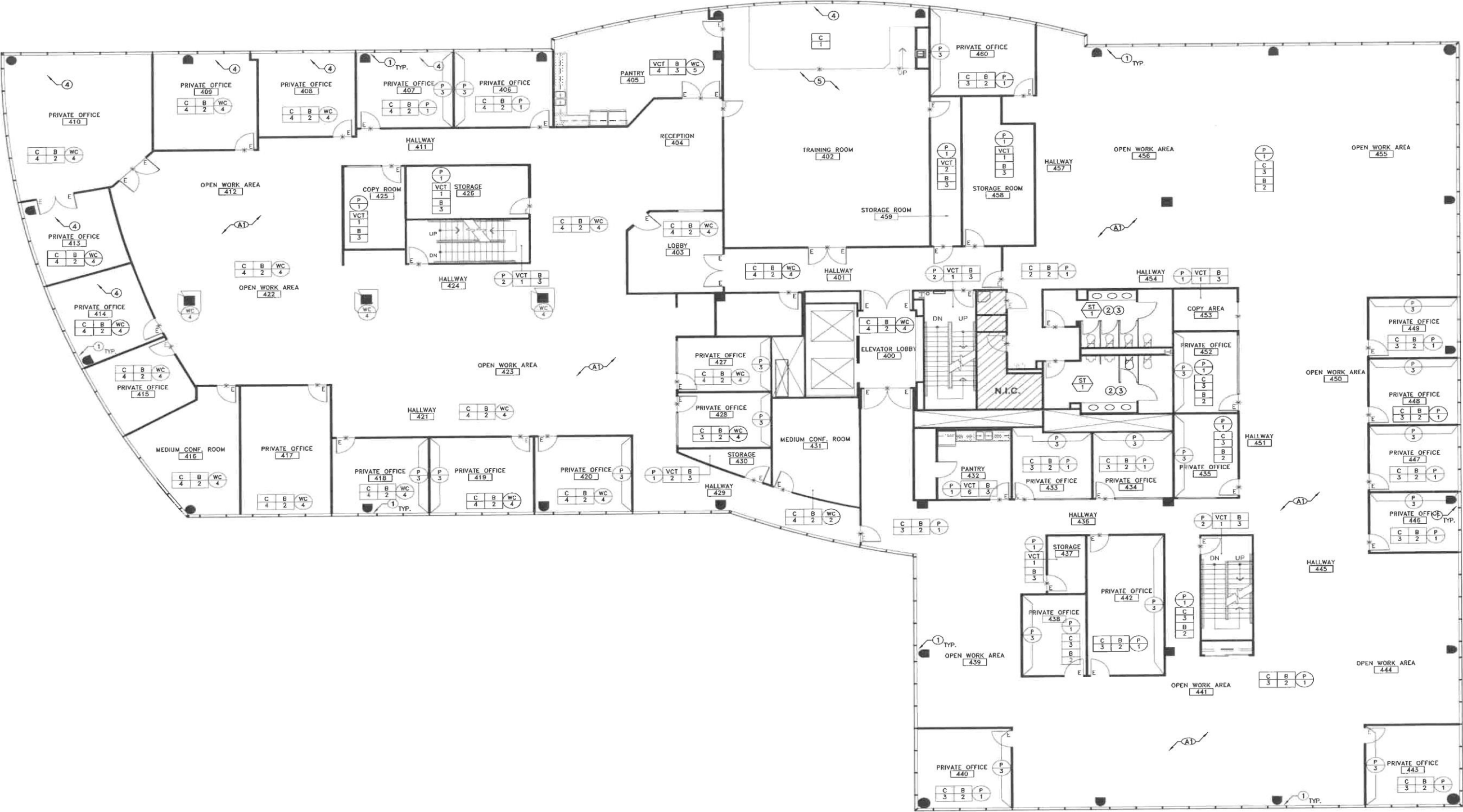


EXHIBIT "B-3"
Depiction of Premises
Flooring and Painting Plan
Third Floor



FINISH PLAN
SCALE: 1/8"=1'-0"

Exhibit "B-3"
Depiction of Premises
Flooring and Painting Plan
Fourth Floor



FINISH PLAN
SCALE: 1/8"=1'-0"

EXHIBIT "B-4"

ADDITIONAL IMPROVEMENT SPECIFICATIONS

Parkwest
Construction
Company

Lic# 580133
PO Box 790 Redlands Ca 92373

Revised 4-22-22

Southern California Real Estate Services
15901 Redhill Ave, Suite 205, Tustin, Ca 92780
Attn: Serena Elliott-Benson CPM

Preliminary Estimate for tenant improvements at 10417 Mt View Ave, Loma Linda, Ca
Paint and flooring replacement on **1st, 2nd, 3rd and 4th floors** as per scope of work and Exhibit B-1.
Includes paying prevailing wage rates and work in evenings and or Saturdays. Due to material cost increases, prices will need to be updated upon final scope of work, approved plans and actual start date.

Flooring	\$736,480.00
Specified carpet: Shaw Carpet tiles and rubber base Move chairs and free standing furniture from area of work, lift work stations, remove existing carpet and base, minor floor prep, install new carpet and 4 1/2" rubber base, lower work stations, place chairs and free standing furniture back in same location. Including stage carpet at room #112 Specified LVT & VCT: Shaw LVT, VCT, and rubber base Move free standing furniture, remove existing floor covering and base, minor floor prep, install new LVT & VCT flooring and 4 1/2" rubber base, move furniture back into place	
Painting	\$337,200.00
Paint existing prepainted walls same color as existing, paint around cubicles and furniture bolted to the walls. Protect existing furniture, minor drywall prep, spot prime, apply 2 coats of finish paint on drywalled walls in office areas, paint treads, risers, and walls, paint restroom ceilings, paint hollow metal jambs stairwell handrails, metal pans, treads, risers, and walls, paint restroom ceilings. Remove wallcovering, prep and paint, touch up wainscoting and roomside of doors at room 402	
Moisture Test	\$3,000.00
Moisture test 1st floor concrete slab at new LVT area only (excluding carpet area)	
Stage Skirt & Tac Board	\$9,000.00
Stage skirt and tac board at room 112: Replace existing fabric skirting at the stage with similar material, replace 12 existing tack boards with new	

EXHIBIT "B-4" **ADDITIONAL IMPROVEMENT SPECIFICATIONS**

Corner Guards	\$7,200.00
Corner guards all floors: Furnish and install 120 vinyl 1-1/2"x1-1/2"x4 foot tall corner guards on the painted walls	
Clean up - Rough and Final Clean up	\$20,000.00
Nightly clean up and vacuum the carpet and pick up any flooring and painting debris excluding any deep cleaning and dusting	
Supervision: Full time supervision while crews are working in the space	\$35,000.00
Project Management	\$23,000.00
Labor Compliance Tracking	\$17,000.00
Builders fee: Including liability insurance, overhead and profit	\$155,200.00
Paint & Carpet Improvements	\$1,343,080.00
Construction Management Fee	\$82,000.00
1st Floor T.I. (See attached scope)	\$231,000.00
2nd Floor T.I. (See attached scope)	\$139,550.00
4th Floor T.I. (See attached scope)	\$109,200.00
Total Bid	\$1,904,830.00

Clarifications: Workers will be paid prevailing wage rates, we have excluded any "skilled and trained workforce requirements", work to be done after normal business hours Monday through Friday in 8 hour shifts (6:00 pm – 3:00 am) and regular hours on Saturdays @ subcontractors discretion. Painting and flooring work to be done together as flooring subcontractor is to move all furniture. This is not a design/build or best value project/delivery method. The architectural/MEP fees listed will not be paid to contractor and design will be the responsibility of ownership. Entire project is based on a 6 month schedule start to finish.

Excluding: Plans, permits, replacing stone or tile flooring, prime coat over existing prepainted walls, painting or flooring in electrical-data-storage-janitors closet-and other rooms not receiving flooring, removing furniture bolted to the wall, boxing up or moving tenants files, papers, personal items, removing or rehanging pictures, white boards, wall hangings of any kind, deep cleaning, dusting, disconnecting or reconnecting any low voltage, lines, (computers, phones...), any data lost, moisture testing of concrete slab or any mitigation, removing wall covering, patching wall at removed carpet base if new base doesn't cover any damaged wall, major drywall repairs, replacing ceiling tiles, staining or finishing doors and woodwork, painting jambs, stripping, moping or waxing flooring, removing server racks, power servers in MDF room #141 for new flooring, new flooring under stage or moving existing stage at room 112, signage, hydronic balancing HVAC system, any notification to SCAQMD, testing, reporting or removal of ACM's or other toxins any ADA compliance work, other items not mentioned above

Contingency: Ownership should carry a contingency for unforeseen items and changes in the scope of work from bid date and completion of the plans and permit issuance. We have not included any contingency in our bid numbers.

Sincerely,
Ron Moore

EXHIBIT "B-4"
ADDITIONAL IMPROVEMENT SPECIFICATIONS

Parkwest
Construction
Company

Lic# 580133
PO Box 790 Redlands Ca 92373

Revised 3/23/22

Southern California Real Estate Services
15901 Redhill Ave, Suite 205, Tustin, Ca 92780
Attn: Serena Elliott-Benson CPM

Preliminary Estimate for tenant improvements at 10417 Mt View Ave, Loma Linda, Ca **1st Floor Rooms 139 & 140** per preliminary plans, exhibit "B-1" by County of San Bernardino received June 2021 and job walk as interpreted below. Due to material cost increases, prices will need to be updated upon final scope of work, approved plans and actual start date.

Demo	\$19,600.00
Protect areas, demo ceiling tile and grid, lights, 2 doors and jambs, bullet resistant windows and walls, 1 office window, flooring, case work, remove existing wall covering, supply dumpster	
Framing and Drywall	\$19,400.00
Frame and drywall 10' x 12' high steel stud wall with 5/8" drywall, install tv backing, reframe one window opening, misc patching in room after electrical rough in is complete	
HVAC	\$12,650.00
Relocate existing HVAC components to fit with new room layout, provide 2 supply and 2 return grills as needed, 3rd party air balance	
Fire Sprinklers	\$10,600.00
Plans, permit and alter existing heads at new cashiers area	
Doors and Jambs	\$6,100.00
Relocate one existing door, jamb and hardware, furnish and install one new 4x5 window frame and tempered glass	
T-Bar Ceiling	\$15,200.00
Extend portion of existing grid, install new ceiling tiles in new cashiers area to match existing	
Painting	\$9,100.00
Paint room eggshell finish touch up existing wood veneering where wall is removed	
Electrical	\$29,900.00

EXHIBIT "B-4"
ADDITIONAL IMPROVEMENT SPECIFICATIONS

Furnish and install 10 new 2x4 LED lights, install new switch and motion sensor, power and sleeve for wall mounted TV, cut in 6 outlets, 1 tamper resistant duplex, and 8 sleeves, 3 dedicated circuits, 2 exit lights, (power and phone sleeves for furniture along outside wall to come from monument box in floor by column and or surface mounted conduit at face of stone veneer wall painted gray) (Subpanel max 50' from area) Empty conduit for phone/data wiring	
Phone / Data (Hi-Tech Cabling Inc) *By County I.T.*	N/A
22 cat 6 cables for network, 1 HDMI cable for TV, relocate 1 security camera, vacate existing unused drops, terminate cables in first floor IT room #130, including testing, cover plates, patch cords, and one 48 port patch panel	
TV/DVD	\$2,500.00
Allowance to furnish and install new wall mounted TV with bracket and DVD player	
Security (TRL Systems)	\$7,200.00
Furnish and install one card reader, 1 door contact, 1 Electrified mortise lock, 1 transfer hinge, cabling, testing	
Flooring	\$9,200.00
Minor floor prep, install new LVT and rubber base at new cashiers area, new carpet in managers office, patch base outside room	
Slab Prep for Flooring (Allowance)	\$5,500.00
Moisture testing and mitigation at LVT area only	
Furniture	\$18,750.00
14 chairs, 1 table, 8 carrel, 4 lateral files with laminate tops (GM)	
Fire Alarm	\$10,000.00
Allowance	
Clean Up - Rough and Final Clean up	\$8,500.00
Supervision: Full supervision to schedule and coordinate the work	\$15,000.00
Project Management	\$7,000.00
Builders fee: Including liability insurance, overhead and profit	\$24,800.00
Total Bid	\$231,000.00

Clarifications: Workers will be paid prevailing wage rates, we have excluded any "skilled and trained workforce requirements", work to be done after normal business hours Monday through Friday in 8 hour shifts (6:00 pm – 3:00 am) and regular hours on Saturdays @ subcontractors discretion. Preliminary price based on all three tenant improvements proceeding at the same time.

Excluding: Plans, permits, engineering, new subpanel, new door-jamb-lock (reusing existing), any notifications to SCAQMD-surveying, testing reporting or removal of ACM's or other toxins, any ADA compliant upgrades inside or outside the building, moving tenants items in closet and cabinets, stripping and waxing floor, staining or touch up existing doors, painting existing prefinished jambs, moisture testing or mitigation to slab for installation of new flooring, title 24 commissioning or acceptance, tying hvac or lighting into an energy management system, any monocoat patching, other items not mentioned above

Sincerely,
Ron Moore

EXHIBIT "B-4"
ADDITIONAL IMPROVEMENT SPECIFICATIONS

Parkwest
Construction
Company

Lic# 580133
PO Box 790 Redlands Ca 92373

Revised 4-6-22

Southern California Real Estate Services
15901 Redhill Ave, Suite 205, Tustin, Ca 92780
Attn: Serena Elliott-Benson CPM

Preliminary Estimate for tenant improvements at 10417 Mt View Ave, Loma Linda, Ca **2nd Floor Room 237** per preliminary plans, exhibit "B-1" by County of San Bernardino received June 2021 and job walk as interpreted below. Due to material cost increases, prices will need to be updated upon final scope of work, approved plans and actual start date.

Demo, Framing and Drywall	\$8,000.00
Protection, remove portion of drywall at new plumbing wall, misc patching in room after plumbing and electrical rough in is complete, multiple trips	
Plumbing	\$15,800.00
Waste, water, venting and fixtures for new break room sink including core drill floor, tie waste and water lines at restrooms above first floor ceiling, furnish double compartment stainless steel sink, faucet, garbage disposal, insta hot water heater and ice maker water line	
HVAC	\$12,700.00
Relocate existing HVAC registers to fit with new room layout, provide ceiling mounted exhaust fan with ductwork to central exhaust system, 3rd party air balance	
Cabinetry:	\$18,500.00
12' LF lower plastic laminate cabinetry with plastic laminate counter top and 4" back splash and 12' of upper plastic laminate cabinetry	
T-Bar Ceiling	\$3,600.00
Replace damaged ceiling tiles to match existing, install light wires	
Painting	\$5,100.00
Paint room semigloss finish	
Electrical	\$16,700.00
Remove existing lights, install 3 LED 2x4 lights, install new switch and motion sensor, switch and power for exhaust fan, switch and outlet for garbage disposal, 2 microwave outlets, 1 frig outlet, outlets at counter top, power for insta hot, total of 8 new circuits from adjacent electrical room subpanel	

EXHIBIT "B-4"
ADDITIONAL IMPROVEMENT SPECIFICATIONS

Flooring	\$3,200.00
Remove existing flooring, minor floor prep, install new LVT and rubber base, patch base outside room	
Appliances	\$3,500.00
Furnish and install 1 refrigerator with ice maker and counter top microwave	
Furniture	\$3,500.00
Furnish and install 2 tables and 8 chairs (GM)	
Fire Alarm	\$8,000.00
Allowance for new horn strobe with plans and permit	
Clean Up - Rough and Final Clean up	\$7,000.00
Supervision: Full supervision to schedule and coordinate the work	\$12,000.00
Project Mangement	\$7,000.00
Builders fee: Including liability insurance, overhead and profit	\$14,950.00
Total Bid	\$139,550.00

Clarifications: Workers will be paid prevailing wage rates, we have excluded any "skilled and trained workforce requirements", work to be done after normal business hours Monday through Friday in 8 hous shifts (6:00 pm – 3:00 am) and regular hours on Saturdays @ subcontractors discretion. Preliminary price based on all three tenant improvements proceeding at the same time.

Excluding: Plans, permits, engineering, new subpanel, phone / data wiring, security or other LV wiring, any notifications to SCAQMD- surveying, testing reporting or removal of ACM's or other toxins, any ADA compliant upgrades inside or outside the building, moving or storing tenants items in the room, stripping and waxing floor, staining or touch up to existing wood work or doors, removing or relocating door and window, painting existing prefinished jambs, moisture testing or mitigation to slab for installation of new flooring, title 24 commissioning or acceptance, tying hvac or lighting into an energy management system, any monocoat patching, other items not mentioned above

Sincerely,
Ron Moore

EXHIBIT "B-4"
ADDITIONAL IMPROVEMENT SPECIFICATIONS

Parkwest
Construction
Company

Lic# 580133
PO Box 790 Redlands Ca 92373

Revised 3/23/22

Southern California Real Estate Services
15901 Redhill Ave, Suite 205, Tustin, Ca 92780
Attn: Serena Elliott-Benson CPM

Preliminary Estimate for tenant improvements at 10417 Mt View Ave, Loma Linda, Ca **4th Floor Room 432** per preliminary plans, exhibit "B-1" by County of San Bernardino received June 2021 and job walk as interpreted below. Due to material cost increases, prices will need to be updated upon final scope of work, approved plans and actual start date.

Demo	\$6,700.00
Protection, cut in new doorway, remove closet wall and portion of ceiling grid, and remove one door and jamb, haul debris from site	
Framing and Drywall	\$9,600.00
Frame and drywall new wall at cabinet, fill in one doorway, frame in one doorway, misc patching in room	
Doors and Jambs	\$6,900.00
Install 1 new door and jamb in new opening including new opener and casings	
HVAC	\$5,400.00
Reconfigure existing components to fit new room configuration including 3rd party air balance	
Cabinetry:	\$3,800.00
Install end panels to finish cabinet ends	
Fire Sprinklers	\$6,000.00
Plans, permit, alter 1 existing head for new room layout	
T-Bar Ceiling	\$5,200.00
Extend existing grid where closet was removed, replace damaged ceiling tiles to match, install new light wires	
Painting	\$5,900.00
Paint room and effected walls semi gloss	
Electrical	\$14,500.00
Remove existing lights, relocate one wall switch, install 3 new LED lights, install new switch and motion sensor, install one 20 amp outlet by frig	
Flooring	\$3,500.00
Remove existing flooring, minor floor prep, install new LVT and rubber base	

EXHIBIT “B-4” **ADDITIONAL IMPROVEMENT SPECIFICATIONS**

Furniture	\$3,500.00
2 tables, 8 chairs (GM)	
Alarm	\$500.00
Allowance to relocate keypad that is close to new doorway	
Clean Up - Rough and Final Clean up	\$7,000.00
Supervision: Full time supervision to schedule and coordinate the work	\$12,000.00
Project Management	\$7,000.00
Builders fee: Including liability insurance, overhead and profit	\$11,700.00
Total Bid	\$109,200.00

Clarifications: Workers will be paid prevailing wage rates, we have excluded any “skilled and trained workforce requirements”, work to be done after normal business hours Monday through Friday in 8 hour shifts (6:00 pm – 3:00 am) and regular hours on Saturdays @ subcontractors discretion. Preliminary price based on all three tenant improvements proceeding at the same time.

Excluding: Plans, permits, engineering, new subpanel, phone / data wiring, security or other LV wiring, modifications to electronic fire alarm system, new exhaust fan, new door-jamb-lock (reusing existing), any notifications to SCAQMD-surveying, testing reporting or removal of ACM's or other toxins, any ADA compliant upgrades inside or outside the building, moving tenants items in closet and cabinets, stripping and waxing floor, staining or touch up to existing wood work or doors, painting existing prefinished jambs, moisture testing or mitigation to slab for installation of new flooring, title 24 commissioning or acceptance, tying hvac or lighting into an energy management system, any monocoat/fire rated patching, other items not mentioned above

Sincerely,
Ron Moore

EXHIBIT "C"

**IMPROVEMENT COMPLETION DATE CERTIFICATE AND MONTHLY AMORTIZED
IMPROVEMENT PAYMENT**

To: _____

Re: Lease Agreement No.

In accordance with the terms and conditions of the above referenced Lease, the parties hereby acknowledge and agree to the following:

1. The Improvement Completion Date for the Improvements pursuant to the Lease is _____;
2. The Amortization Period for the Improvements (being the period from the Improvement Completion Date through the Expiration Date) pursuant to the Lease is _____ months.
3. The Total Improvement Cost is _____.
4. The Monthly Amortized Improvement Payment for the Improvements over the Amortization Period is \$_____ per month.
5. The Monthly Amortized Improvement Payment for the Improvements shall be payable pursuant to Paragraph 4.B of the Lease as follows:

_____ to _____ Monthly Amortized Improvement
Payment of \$_____

_____ to _____ Monthly Amortized Improvement
Payment of \$_____

_____ to _____ Monthly Amortized Improvement
Payment of \$_____

_____ to _____ Monthly Amortized Improvement
Payment of \$_____

_____ to _____ Monthly Amortized Improvement
Payment of \$_____

6. If the COUNTY exercises its Early Termination Option pursuant to Paragraph 8 of the Lease with an effective termination date at any time during the period from _____ (inclusive), the termination fee due is as follows:

Effective Termination Date	Termination Fee
----------------------------	-----------------

7. All other provision and terms of the Lease Agreement, Contract No _____, shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease, and this Improvement Completion Date Certificate and Monthly Amortized Improvement Payment ("Certificate"), the terms and conditions of this Certificate shall control.

LANDLORD:

COUNTY:

Date:_____

Date:_____

**EXHIBIT “D”
RESERVED**

EXHIBIT "E"

FORM OF ESTOPPEL CERTIFICATE

Date: _____

To: _____

Re: _____, _____
(address) (city)

The undersigned, on behalf of San Bernardino County ("County"), hereby certifies, to the best of his or her knowledge as of the date of this Estoppel Certificate ("Certificate"), to Lender the following:

1. County, as tenant, leases certain Premises, comprising _____ square feet at _____ from Landlord, as landlord pursuant to Lease Agreement, Contract No. _____ dated _____ ("Lease").

2. The Lease Term commenced on _____, 20____, and is scheduled to expire _____, 20____. County has no options to extend the Lease Term, except as follows: _____ (____) _____-year options.

4. The current Monthly Rent for the Premises is \$_____.____, payable monthly in arrears, and has been paid through _____.

5. County has not provided a security deposit to Landlord.

6. County is currently not in default beyond any applicable notice and cure period under the terms of the Lease.

SAN BERNARDINO COUNTY

By: _____
Director
Real Estate Services Department

EXHIBIT "F"

**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

RECORDED AT REQUEST OF
AND TO BE RETURNED TO:

Attn: _____

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into by and between San Bernardino County ("Tenant"), _____ ("Landlord") and, _____ ("Lender").
(Name and type of entity)

Recitals

A. Landlord, as landlord, and Tenant, as tenant, have entered into a certain Lease Agreement, County Contract No. ____-____ dated on _____, 20__ ("Lease") for the lease of certain premises, comprising approximately _____ square feet ("Premises") located at the building with an address of _____, _____, California _____ (zip code), which is situated on certain real property located in the County of San Bernardino, State of California, commonly known as APN _____ ("Property").

B. Landlord represents to County that it has executed and delivered or is about to execute and deliver to Lender a certain promissory note dated substantially contemporaneously herewith ("Note"), in the original principal sum of \$_____. The obligations evidenced by the Note shall be referred to as the "Loan". Landlord further represents to COUNTY that the Note is executed pursuant to the terms of a certain Construction Loan Agreement dated substantially contemporaneously herewith (the "Loan Agreement") between Lender and Landlord.

C. Landlord represents to County that has executed and delivered or is about to execute and deliver to Lender a certain Deed of Trust and Assignment of Rents dated substantially contemporaneously herewith ("Deed of Trust"), encumbering the Property to secure the Loan.

D. Landlord represents that it is a condition precedent to the Loan that the Deed of Trust shall remain at all times a lien upon the Property, prior and superior to the Lease.

E. Landlord represents that it is a condition precedent to the Loan that County will subordinate and subject the Lease, together with all rights and privileges of County thereunder, to the lien of the Deed of Trust.

Covenants

In consideration of the recitals set forth above, which are incorporated herein, and the covenants and agreements contained herein, the parties agree as follows:

1. **Subordination:** Tenant hereby subordinates all of Tenant's right, title, interest in the leasehold estate of the Premises to the Deed of Trust, subject to the terms of this Agreement.

2. **Non-disturbance:** Tenant's peaceful and quiet possession of the Premises shall not be disturbed and Tenant's rights and privileges under the Lease, including but not limited to the provisions of the Lease set forth under the headings "TERM," "OPTION TO EXPAND," "OPTION TO EXTEND TERM," "INSURANCE REQUIREMENTS AND SPECIFICATIONS," "DESTRUCTION OF PREMISES," "COUNTY'S EARLY TERMINATION RIGHT," and "CONDEMNATION," shall not be altered or diminished by Lender's foreclosure, acceptance of a deed in lieu of foreclosure, or any other exercise of Lender's rights or remedies under the Deed of Trust, the Note, the Loan Agreement, any other loan document, or the laws governing secured loans. In the event of any conflict among the Lease and the Deed of Trust, the Note, the Loan Agreement, any other loan document, or the laws governing secured loans, the Lease shall prevail. Tenant shall not be named or joined in any foreclosure, trustee's sale, or other proceeding or action to enforce the Deed of Trust, the Note, the Loan Agreement, or any other loan document, unless such joinder shall be legally required to perfect such foreclosure, trustee's sale, or other proceeding or action.

3. **Attornment:** If the Deed of Trust is foreclosed for any reason, or Landlord deeds the Property to Lender in lieu of foreclosure, the Lease shall not be extinguished and Tenant shall be bound to Lender under all the terms, covenants, and conditions of the Lease for the balance of the Lease Term, including any options to extend thereunder, with the same force and effect as if Lender was the landlord under the Lease. Tenant shall attorn to Lender as Tenant's landlord, and agrees to recognize Lender as the new landlord and promises to pay the Monthly Rent to Lender as landlord. Lender shall assume the interest of Landlord and fulfill all of Landlord's obligations thereunder. This attornment shall be effective and self-operative, without the execution of any other instruments on the part of any of the parties to this Agreement, immediately upon Lender succeeding to the interest of Landlord under the Lease.

4. **Disbursements:** Lender is under no obligation or duty to monitor the application of the proceeds of the Loan. Any application of such proceeds for purposes other than those provided for in the Loan Agreement or any of the other Loan Documents shall not defeat the effect of this Agreement in whole or in part.

5. **Acknowledgment of Assignment:** Tenant acknowledges the assignment of Landlord's rights to collect Monthly Rent due under the Lease to Lender pursuant to a certain Assignment of Leases (the "Assignment"). Tenant shall, without duty of inquiry or investigation, pay Monthly Rent to Lender upon receipt of written notice from Lender that Lender has revoked the waiver of Landlord's right to collect the Monthly Rent from the Premises pursuant to the Assignment, notwithstanding the fact that Lender has not foreclosed the Deed of Trust, nor succeeded to the interest of Landlord under the Lease. Landlord hereby releases Tenant and Tenant shall not be liable to Landlord for any payments made to Lender hereunder.

6. Assignment or Sublease: Tenant may assign the Lease or sublease the Premises or any portion thereof in accordance with the Lease, but no such assignment, transfer, or subletting shall relieve Tenant of any of its obligations under the Lease.

7. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person shall be in writing and either served personally, delivered by a reputable overnight courier service, or sent by postage prepaid, first-class United States mail, certified, or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the addresses set forth in the Basic Lease Provisions. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt if such notice is personally delivered on a COUNTY business day; (ii) the date of delivery if such notice is delivered by a reputable overnight courier service on a COUNTY business day; otherwise on the next COUNTY business day; or (iii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested, if on a COUNTY business day; otherwise on the next COUNTY business day:

to Tenant: San Bernardino County
Attn: Director, Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, California 92415-0180

to Landlord: _____

Attn: _____

to Lender: _____

Attn: _____

Notwithstanding the foregoing, any notice under or pertaining to this Agreement, given and effective in accordance with applicable law, shall be effective for purposes hereof. Any party may change the address at which it is to receive notices hereunder to another business address within the United States (but not a post office box or similar mail receptacle) by giving notice of such change of address in accordance herewith.

8. Landlord's Default: Tenant hereby agrees that Tenant will notify Lender in writing, in accordance with Paragraph 7, Notices, above, of any default by Landlord under the terms of the Lease, provided that Lender shall have the same time period as Landlord is given under the Lease to remedy a remedy.

9. Binding Effect: This Agreement is binding upon and inures to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators.

10 Attorneys' Fees and Costs: If any legal action is instituted to enforce or declare a party's rights hereunder, each party, including the prevailing party, must bear its own attorneys' fees and costs. This paragraph shall not apply to those attorneys' fees and costs directly arising from any third-party legal action against COUNTY, including such attorneys' fees and costs payable under Paragraph 19, INDEMNIFICATION, Paragraph 13, HAZARDOUS SUBSTANCES, Paragraph 31 PUBLIC RECORDS DISCLOSURE, and Paragraph 32, CONFIDENTIALITY of the Lease.

11. Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Venue: The parties acknowledge and agree that the Agreement was entered into and intended to be performed in the County of San Bernardino, California. The parties agree that the venue for any action or claim brought by any party to the Lease will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning the Lease, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

LANDLORD:

COUNTY:

Date: _____

Date: _____

EXHIBIT "G"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full names of former COUNTY Administrative Officials, the title/description of the Official's last position with COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with LANDLORD, and the date the Official entered LANDLORD's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

LANDLORD hereby certifies the information it has provided in this Exhibit "G" is true, complete, and accurate.

LANDLORD:

By: _____
(Name)
(Title)

Date: _____

EXHIBIT "H"

PREVAILING WAGE REQUIREMENTS

- A. All or a portion of the Improvements in the Lease requires the payment of prevailing wages and compliance with the following requirements in this exhibit. As used in this exhibit, the term "Contractor" shall include Landlord and Landlord's contractors and/or subcontractors and the term "Improvements" shall include the improvements to be performed by Landlord pursuant to the Lease.

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Improvements is to be performed. Copies of said rates are on file with County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Improvements, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Improvements, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Improvements, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Improvements. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Improvements.

5. Payroll Records:

- a. Pursuant to California Labor Code section 1776, the Contractor, and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Improvements. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Landlord Improvements performed by his or her employees. The payroll records shall be

available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to County, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Improvements shall not be marked or obliterated. The Contractor shall inform County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Improvements or upon any part of the Improvements, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Improvements by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation, or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any

final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within ninety (90) days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted, nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

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

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first-time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address on the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed ten (10) days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor, or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Improvements shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the

Improvements. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within ten (10) days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e., check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e., those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
 - i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g., fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license ("Owner-Operator"), and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under thirty thousand dollars (\$30,000).
 - iv. When the project is one hundred (100%) federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.